



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IA  
TO BE HELD IN THE  
**COUNCIL CHAMBERS**  
**215 E. WASHINGTON STREET**  
AT 6:00 P.M., TUESDAY, June 21, 2022

*Register to attend the meeting via Zoom at:*

<https://us02web.zoom.us/j/84696218513?pwd=aWN6dUJTOXBRSRVhidUFqcXloNDIVZz09>

**Webinar ID 846 9621 8513**

**Webinar Passcode 284672**

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 21, 2022 to be approved as proposed or amended.

**Consent:**

1. Council Minutes June 7, 2022
2. ECICOG, CDBG Rehab Grant Administration, \$1,275.00
3. FOX Strand, 2021 Washington Water Main Improvements, \$2,090.75
4. FOX Strand, Old Wastewater Treatment Plant Demolition, \$2,387.34
5. Iowa Municipalities Workers' Compensation Association, Work Comp. Premium 22-23, \$16,125.00
6. Kevin Olson, City Attorney, April and May Legal Services, \$1,917.30
7. LL Pelling Co., Pickleball Courts, \$38,400.50
8. Stout Carpentry, East Central Iowa Housing Trust Fund Rehabilitation Work, \$10,030.90
9. UMB, General Obligation, Series 2015, Fees, \$250.00
10. UMB, General Obligation, Series 2016A, Fees, \$250.00
11. UMB, General Obligation, Series 2016B, Fees, \$250.00
12. UMB, General Obligation, Series 2018A, Fees, \$300.00
13. UMB, General Obligation, Series 2018B, Fees, \$300.00
14. Urban Chicken Permit, Simona Canales, 727 W. 3<sup>rd</sup> St. (renewal)
15. Washington Liquor and Tobacco Outlet, 304 W. Madison St.,  
Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products Over-the-Counter  
**(renewal)**

16. Wine and Spirits, 106 W. 2<sup>nd</sup> St., Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products Over-the-Counter (**renewal**)
17. Department Reports

### **SPECIAL EVENT REQUESTS**

- The Mercantile One-Year Celebration – July 16<sup>th</sup>

### **PRESENTATION FROM THE PUBLIC** – Please limit comments to 3 Minutes

### **CLAIMS & FINANCIALS**

- Claims for June 21, 2022
- Financial Report – May, 2022

### **NEW BUSINESS**

1. **Public Hearing** for Amending Zoning Ordinance by Changing Boundaries of Zoning Districts for MSJ Subdivision (Country Club View Subdivision)
2. Discussion and Consideration of First Reading of an Ordinance Amending Zoning Ordinance by Changing Boundaries of Zoning Districts for MSJ Subdivision (Country Club View Subdivision)
3. **Public Hearing** on Sealcoat Project 2022
4. Discussion and Consideration of a Resolution Awarding Bid for 2022 Sealcoat Project
5. Discussion and Consideration of a Resolution for Demolition Permit Application for 321 South Iowa Avenue (Smouse House/Captain's Table)
6. Discussion and Consideration of a Resolution Setting a Public Hearing and Bid Letting for Country Club View/MSJ Subdivision Project
7. Discussion and Consideration of a Resolution Ratifying Settlement Agreement with Teamsters Union for FY23-25 Contracts (Public Works)
8. Discussion and Consideration of a Resolution Ratifying Settlement Agreement with Teamsters Union for FY23 Contracts (Police Department)
9. Discussion and Consideration of a Resolution Updating Chapter 14 of Employee Handbook
10. Discussion and Consideration of a Resolution Updating Employee Handbook (Overtime and Compensatory Time)
11. Discussion and Consideration of a Resolution Setting FY23 Salaries
12. Discussion and Consideration of a Resolution Endorsing an Application for T-Mobile Hometown Grant Program (Wellness Park Playground)
13. Discussion and Consideration of Pay Application No. 6 for Buchanan Street Project (DeLong Construction, Inc. \$134,671.66)
14. Discussion and Consideration of Pay Application No. 1 for NLW Subdivision Phase 2

(DeLong Construction, Inc. \$104,316.65)

15. Discussion and Consideration of Third and Final Reading of an Ordinance Amending Utility Rates

**WORKSHOP**

- Parking and Street Regulations

**CLOSED SESSION**

- Closed Session per Iowa Code 21.5(1.j.)

**DEPARTMENTAL REPORTS**

Police Department  
City Attorney  
City Administrator

**MAYOR & COUNCILPERSONS**

Jaron Rosien, Mayor  
Illa Earnest  
Steven Gault  
Bethany Glinsmann  
Elaine Moore  
Fran Stigers  
Millie Youngquist

**ADJOURNMENT**

CITY OF WASHINGTON  
Council Minutes 6-7-2022

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, June 7, 2022, at 6:00 p.m. Mayor Rosien in the chair.

On roll call present: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Absent: none.

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, June 7, 2022, be approved. Motion carried.

Consent:

1. Council Minutes May 17, 2022
2. Council Minutes May 26, 2022 – special session
3. Ahlers & Cooney, P.C., Sewer Revenue Capital Loan Notes 2012, \$3,400.00
4. Ahlers & Cooney, P.C., General Services Related to Amendment No. 2 to Unified South Residential Urban Renewal Plan Related to Financing Authority, \$88.00
5. Bolton & Menk, Airport/Fuel System Repair, \$3,395.00
6. Garden & Associates, Sanitary Sewer Extension – South Washington, \$1,367.06
7. Garden & Associates, Reconstruction of Adams Street, \$2,528.94
8. Garden & Associates, Buchanan Street Paving Project, \$6,013.66
9. Garden & Associates, NLW Subdivision Phase 2, \$745.67
10. Simmering-Cory, May 2022 Supplement, \$133.00
11. YMCA of Washington County, Second Half of 2021/2022 Rec Services Fees, \$20,000.00
12. Urban Chicken Permit, Andrea Elston and Kordell Meyer, 907 S. 4<sup>th</sup> Avenue
13. Fareway Stores, Inc. #554, 301 N. Marion Avenue, Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products Over-the-Counter (renewal)
14. Casey's General Store #3528, 1730 E. Washington St., Class B Wine Permit, Class C Beer Permit, Class E Liquor, Sunday Sales (renewal)
15. Casey's General Store #3528, 1730 E. Washington St., Class B Wine Permit, Class C Beer Permit, Class E Liquor, Sunday Sales (renewal – amendment ownership)
16. Department Reports

Motion by Stigers, seconded by Gault, to approve consent items 1-16. Motion carried.

Fran Stigers presented the Lincoln Elementary School special event request for the Annual Bike-a-thon to be held September 9<sup>th</sup> with a rain date of September 16<sup>th</sup>.

Motion by Gault, seconded by Moore, to approve the Lincoln Elementary special event request for the Bike-a-thon. Motion carried 5-0 with Stigers abstaining.

Melissa Turner with Blissed Out Wellness made a special event request for Yoga in the Park on June 18, July 13, July 23, August 13, and September 24.

Motion by Gault, seconded by Moore, to approve the Blissed Out Wellness Yoga in the Park special event request. Motion carried.

Presentation from the public: Mike Murphy spoke of the Buchanan project and easement, fence, and pipe cover issues, as well as a parking space on South Avenue E. Dan Henderson

with Washington for Justice invited city council to attend the Juneteenth events in town and spoke of the National Holiday.

Code Enforcement Officer Elaine Jennings presented the monthly nuisance report.

Claims for June 7, 2022 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Stigers, to approve the claims for June 7, 2022. Motion carried.

Mayor Rosien announced that now is the time for public hearing on the Matter of the Proposed Authorization of a Loan Agreement and the Issuance of Not to Exceed \$700,000 General Obligation Capital Loan Notes of the City of Washington, State of Iowa (For Essential Corporate Purposes). No oral or written objections were received.

Motion by Youngquist, seconded by Gault, to close the public hearing. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Moore, to approve a Resolution Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$700,000 General Obligation Capital Loan Notes. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-060)**

Mayor Rosien announced that now is the time for public hearing on the Matter of the Proposed Authorization of a Loan Agreement and the Issuance of Not to Exceed \$800,000 General Obligation Capital Loan Notes of the City of Washington, State of Iowa (For Essential Corporate Purposes). No oral or written objections were received.

Motion by Gault, seconded by Moore, to close the public hearing. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Gault, seconded by Glinsmann, to approve a Resolution Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$800,000 General Obligation Capital Loan Notes. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-061)**

Mayor Rosien announced that now is the time for public hearing on the Matter of the Proposed Authorization of a Loan Agreement and the Issuance of Not to Exceed \$1,000,000 General Obligation Capital Loan Notes of the City of Washington, State of Iowa (For Essential Corporate Purposes). No oral or written objections were received.

Motion by Glinsmann, seconded by Youngquist, to close the public hearing. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Youngquist, to approve a Resolution Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$1,000,000 General Obligation Capital Loan Notes. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore,

Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-062)**

MSJ Sewer Boring Project bids received:

- Cornerstone Excavating \$399,447.00

Engineer's estimate for MSJ Sewer Boring Project was \$135,400.00.

Motion by Moore, seconded by Youngquist, to approve a Resolution Rejecting Bids for MSJ Sewer Boring Project. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-063)**

Motion by Youngquist, seconded by Glinsmann, to approve a Resolution Adopting CDBG Procurement Policy. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-064)**

Motion by Stigers, seconded by Gault, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-065)**

Motion by Earnest, seconded by Gault, to approve a Resolution Accepting Partial Wastewater Treatment Plant Demolition Project as Completed. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-066)**

Motion by Earnest, seconded by Glinsmann, to approve a Resolution Approving Entering Into an Agreement for Conceptual Development Plan and Plat of Survey for the Highway 1 Development (Bell Land). Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-067)**

Motion by Stigers, seconded by Youngquist, to approve a Resolution Setting Public Hearing Date for 2022 Sealcoat Project for 6 p.m. on June 21, 2022. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-068)**

Motion by Stigers, seconded by Youngquist, to approve a Resolution Approving Amended Reimbursement Agreement with the Washington Chamber of Commerce. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-069)**

Motion by Gault, seconded by Stigers, to approve a Resolution Setting a Public Hearing for Amending Zoning Ordinance by Changing Boundaries of Zoning Districts for MSJ Subdivision (Country Club View Subdivision) for June 21<sup>st</sup>, 2022 at 6 p.m. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-070)**

Motion by Youngquist, seconded by Moore, to approve Preliminary Plat of MSJ Subdivision (Country Club View Subdivision). Motion carried.

Motion by Gault, seconded by Stigers, to approve Change Order No. 2 for West Buchanan

Project (DeLong Construction, Inc. \$12,775). Motion carried.

Motion by Glinsmann, seconded by Youngquist, to approve Pay App. No. 2 for West 5<sup>th</sup>/Lexington Project to Jones Contracting Corp. for \$426,149.57. Motion carried.

Motion by Stigers, seconded by Moore, to approve Second Reading of an Ordinance Amending Utility Rates – Chapter 92 and Chapter 99. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Departmental reports were presented.

Motion by Glinsmann, seconded by Youngquist, that the Regular Session held at 6:00 p.m., Tuesday, June 7, 2022, is adjourned at 7:09 p.m.

Sally Y. Hart, City Clerk



EAST CENTRAL IOWA  
COUNCIL OF GOVERNMENTS  
YOUR REGIONAL PLANNING AGENCY


700 16th Street NE, Suite 301  
Cedar Rapids, IA 52402

# Invoice

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 5/31/2022 | 9709      |

|              |              |
|--------------|--------------|
| Phone #      | Fax #        |
| 319-289-0057 | 319-365-9981 |

|                                                         |
|---------------------------------------------------------|
| Bill To                                                 |
| CITY OF WASHINGTON<br>PO BOX 516<br>WASHINGTON IA 52353 |

Approved by: 

| Quantity                             | Description                        | Rate         | Amount     |
|--------------------------------------|------------------------------------|--------------|------------|
| 17                                   | CDBG REHAB GRANT<br>ADMINISTRATION | 75.00        | 1,275.00   |
| Please remit payment within 30 days. |                                    | <b>Total</b> | \$1,275.00 |





FOX Strand  
 414 South 17th Street, Suite 107  
 Ames, IA 50010-8106  
 (515) 233-0000

**Invoice**

Deanna McCusker  
 City Administrator  
 City of Washington  
 City Hall  
 215 East Washington Street  
 Washington, IA 52353

June 10, 2022  
 Project No: 7046.011  
 Invoice No: 0184343

**Professional Services: May 1, 2022 through May 31, 2022**

|                  |          |                                                        |                           |             |
|------------------|----------|--------------------------------------------------------|---------------------------|-------------|
| Project          | 7046.011 | 2021 Washington Water Main Improvements - Final Design |                           |             |
| <b>Fee</b>       |          |                                                        |                           |             |
| Total Fee        |          | 74,100.00                                              |                           |             |
| Percent Complete |          | 100.00                                                 | Total Earned              | 74,100.00   |
|                  |          |                                                        | Previous Fee Billing      | 74,100.00   |
|                  |          |                                                        | Current Fee Billing       | 0.00        |
|                  |          |                                                        | <b>Total Fee</b>          | <b>0.00</b> |
|                  |          |                                                        | <b>Total this Project</b> | <b>0.00</b> |

**Contract Amount** 74,100.00

**Total Billings to Date** 74,100.00

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|         |          |                                                                          |                           |             |
|---------|----------|--------------------------------------------------------------------------|---------------------------|-------------|
| Project | 7046.012 | 2021 Washington Water Main Improvements - CDBG Grant Additional Services |                           |             |
|         |          |                                                                          | <b>Total this Project</b> | <b>0.00</b> |

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|         |          |                                                     |                           |                   |
|---------|----------|-----------------------------------------------------|---------------------------|-------------------|
| Project | 7046.013 | 2021 Washington Water Main Improvements- Permitting |                           |                   |
|         |          | <b>Total Labor</b>                                  |                           | <b>1,007.25</b>   |
|         |          | <b>Total Expenses</b>                               |                           | <b>567.50</b>     |
|         |          |                                                     | <b>Total this Project</b> | <b>\$1,574.75</b> |

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|            |          |                                                   |  |  |
|------------|----------|---------------------------------------------------|--|--|
| Project    | 7046.014 | 2021 Washington Water Main Improvements - Bidding |  |  |
| <b>Fee</b> |          |                                                   |  |  |

**TERMS: Payment is due within 30 days of the date on this invoice.**

**Please Remit Payment To:** FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

|                  |          |                                      |         |                 |
|------------------|----------|--------------------------------------|---------|-----------------|
| Project          | 7046.011 | Washington Water Main - Final Design | Invoice | 0184343         |
| Total Fee        |          | 8,600.00                             |         |                 |
| Percent Complete | 6.00     | Total Earned                         | 516.00  |                 |
|                  |          | Previous Fee Billing                 | 0.00    |                 |
|                  |          | Current Fee Billing                  | 516.00  |                 |
|                  |          | <b>Total Fee</b>                     |         | <b>516.00</b>   |
|                  |          | <b>Total this Project</b>            |         | <b>\$516.00</b> |

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|         |          |                                                     |  |             |
|---------|----------|-----------------------------------------------------|--|-------------|
| Project | 7046.015 | 2021 Washington Water Main Improvements - Easements |  |             |
|         |          | <b>Total this Project</b>                           |  | <b>0.00</b> |

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|                  |          |                                                           |      |             |
|------------------|----------|-----------------------------------------------------------|------|-------------|
| Project          | 7046.016 | 2021 Washington Water Main Improvements - Property Survey |      |             |
| <b>Fee</b>       |          |                                                           |      |             |
| Total Fee        |          | 14,000.00                                                 |      |             |
| Percent Complete | 0.00     | Total Earned                                              | 0.00 |             |
|                  |          | Previous Fee Billing                                      | 0.00 |             |
|                  |          | Current Fee Billing                                       | 0.00 |             |
|                  |          | <b>Total Fee</b>                                          |      | <b>0.00</b> |
|                  |          | <b>Total this Project</b>                                 |      | <b>0.00</b> |

**Contract Amount** 14,000.00

**Total Billings to Date** 14,000.00

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|                  |          |                                                              |           |             |
|------------------|----------|--------------------------------------------------------------|-----------|-------------|
| Project          | 7046.017 | 2021 Washington Water Main Improvements - Topographic Survey |           |             |
| <b>Fee</b>       |          |                                                              |           |             |
| Total Fee        |          | 21,700.00                                                    |           |             |
| Percent Complete | 100.00   | Total Earned                                                 | 21,700.00 |             |
|                  |          | Previous Fee Billing                                         | 21,700.00 |             |
|                  |          | Current Fee Billing                                          | 0.00      |             |
|                  |          | <b>Total Fee</b>                                             |           | <b>0.00</b> |
|                  |          | <b>Total this Project</b>                                    |           | <b>0.00</b> |

**Contract Amount** 21,700.00

**Total Billings to Date** 21,700.00

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|         |          |                                                                       |  |  |
|---------|----------|-----------------------------------------------------------------------|--|--|
| Project | 7046.018 | 2021 Washington Water Main Improvements - Construction Administration |  |  |
|---------|----------|-----------------------------------------------------------------------|--|--|

**TERMS: Payment is due within 30 days of the date on this invoice.**

**Please Remit Payment To:** FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

|         |          |                                      |         |         |
|---------|----------|--------------------------------------|---------|---------|
| Project | 7046.011 | Washington Water Main - Final Design | Invoice | 0184343 |
|---------|----------|--------------------------------------|---------|---------|

**Fee**

|                  |           |                           |      |             |
|------------------|-----------|---------------------------|------|-------------|
| Total Fee        | 69,200.00 |                           |      |             |
| Percent Complete | 0.00      | Total Earned              | 0.00 |             |
|                  |           | Previous Fee Billing      | 0.00 |             |
|                  |           | Current Fee Billing       | 0.00 |             |
|                  |           | <b>Total Fee</b>          |      | <b>0.00</b> |
|                  |           | <b>Total this Project</b> |      | <b>0.00</b> |

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|         |          |                                                                             |  |  |
|---------|----------|-----------------------------------------------------------------------------|--|--|
| Project | 7046.019 | 2021 Washington Water Main Improvements - Post Construction/Record Drawings |  |  |
|---------|----------|-----------------------------------------------------------------------------|--|--|

**Fee**

|                  |          |                           |      |             |
|------------------|----------|---------------------------|------|-------------|
| Total Fee        | 7,600.00 |                           |      |             |
| Percent Complete | 0.00     | Total Earned              | 0.00 |             |
|                  |          | Previous Fee Billing      | 0.00 |             |
|                  |          | Current Fee Billing       | 0.00 |             |
|                  |          | <b>Total Fee</b>          |      | <b>0.00</b> |
|                  |          | <b>Total this Project</b> |      | <b>0.00</b> |

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|         |          |                                                                |  |  |
|---------|----------|----------------------------------------------------------------|--|--|
| Project | 7046.020 | 2021 Washington Water Main Improvements - Construction Staking |  |  |
|---------|----------|----------------------------------------------------------------|--|--|

|  |  |                           |  |                   |
|--|--|---------------------------|--|-------------------|
|  |  | <b>Total this Project</b> |  | <b>0.00</b>       |
|  |  | <b>Total this Invoice</b> |  | <b>\$2,090.75</b> |



**FOX Strand**  
**414 South 17th Street, Suite 107**  
**Ames, IA 50010-8106**  
**(515) 233-0000**

**Invoice**

Deanna McCusker  
 City Administrator  
 City of Washington  
 City Hall  
 215 East Washington Street  
 Washington, IA 52353

June 8, 2022  
 Project No: 7046.005  
 Invoice No: 0184081

**Professional Services: May 1, 2022 through May 31, 2022**

Project 7046.005 Washington Old Wastewater Treatment Plant Demolition - Preliminary Design

|                  |        |                      |          |
|------------------|--------|----------------------|----------|
| Percent Complete | 100.00 | Total Earned         | 8,570.00 |
|                  |        | Previous Fee Billing | 8,570.00 |
|                  |        | Current Fee Billing  | 0.00     |

**Total this Project 0.00**

**Contract Amount 8,570.00**

**Total Billings to Date 8,570.00**

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 Project 7046.006 Washington Old Wastewater Treatment Plant Demolition - Final Design

|                  |        |                      |           |
|------------------|--------|----------------------|-----------|
| Percent Complete | 100.00 | Total Earned         | 12,850.00 |
|                  |        | Previous Fee Billing | 12,850.00 |
|                  |        | Current Fee Billing  | 0.00      |

**Total this Project 0.00**

**Contract Amount 12,850.00**

**Total Billings to Date 12,850.00**

-----  
 Project 7046.007 Washington Old Wastewater Treatment Plant Demolition - Permitting

**TERMS: Payment is due within 30 days of the date on this invoice.**

**Please Remit Payment To:** FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

|                       |          |                                 |                           |                |
|-----------------------|----------|---------------------------------|---------------------------|----------------|
| Project               | 7046.005 | Washington Old WW - Prel Design | Invoice                   | 0184081        |
| <b>Total Expenses</b> |          |                                 |                           | <b>15.84</b>   |
|                       |          |                                 | <b>Total this Project</b> | <b>\$15.84</b> |

-----  
Project 7046.008 Washington Old Wastewater Treatment Plant Demolition - Bidding

|                           |        |                      |             |
|---------------------------|--------|----------------------|-------------|
| Percent Complete          | 100.00 | Total Earned         | 8,050.00    |
|                           |        | Previous Fee Billing | 8,050.00    |
|                           |        | Current Fee Billing  | 0.00        |
| <b>Total this Project</b> |        |                      | <b>0.00</b> |

**Contract Amount** 8,050.00

**Total Billings to Date** 8,050.00

-----  
Project 7046.009 Washington Old Wastewater Treatment Plant Demolition- Construction Administration

|                           |  |  |                   |
|---------------------------|--|--|-------------------|
| <b>Total Labor</b>        |  |  | <b>2,371.50</b>   |
| <b>Total this Project</b> |  |  | <b>\$2,371.50</b> |
| <b>Total this Invoice</b> |  |  | <b>\$2,387.34</b> |

Iowa Municipalities Workers' Compensation Assoc  
 500 SW 7th Street  
 Suite 101  
 Des Moines IA 50309

|         |          |
|---------|----------|
| Invoice | INV83551 |
| Date    | 6/1/2022 |
| Page    | 1        |

**Bill To:**

Washington, City of  
 215 E Washington  
 Washington IA 52353

**Ship To:**

Washington, City of  
 215 E Washington  
 Washington IA 52353

| Purchase Order No. |         | Customer ID | Salesperson ID | Shipping Method                                                                                                                                                                                                   | Payment Terms | Req Ship Date | Master No.  |
|--------------------|---------|-------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|-------------|
|                    |         | WASHI001    | AG0075         |                                                                                                                                                                                                                   | NET 30        | 6/1/2022      | 90,160      |
| Ordered            | Shipped | B/O         | Item Number    | Description                                                                                                                                                                                                       | Discount      | Unit Price    | Ext. Price  |
| 1                  | 1       | 0           | DEPOSIT        | Deposit - Work Comp Premium 22-23<br>This invoice is 25% of total annual premium. The balance will be invoiced in 7 monthly installments of \$6909. If full payment is remitted, total annual premium is \$64488. | \$0.00        | \$16,125.00   | \$16,125.00 |

This invoice is due on July 1, 2022.

|                       |             |
|-----------------------|-------------|
| <b>Subtotal</b>       | \$16,125.00 |
| <b>Misc</b>           | \$0.00      |
| <b>Tax</b>            | \$0.00      |
| <b>Freight</b>        | \$0.00      |
| <b>Trade Discount</b> | \$0.00      |
| <b>Total</b>          | \$16,125.00 |

**Kevin D. Olson**  
**Attorney-at-Law**  
**1400 5<sup>th</sup> Street, P.O. Box 5127**  
**Coralville, Iowa 52241**

**Phone (319) 351-2277 Fax: (319) 351-2279 e-mail: kevinolsonlaw@gmail.com**

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June 3, 2022

Sally Y. Hart, City Clerk  
City of Washington, Iowa  
215 E. Washington Street  
Washington, Iowa 52353

**INVOICE**

For legal services rendered to the City of Washington, Iowa in April and May, 2022

|                                       |                                     |
|---------------------------------------|-------------------------------------|
| TOTAL HOURS                           | 19.25 hours (reg)                   |
| TOTAL MILES                           | 330 miles                           |
| Hourly Rate                           | \$90/hour- Reg<br>\$75/hour - Court |
| Mileage Rate                          | \$0.56 per mile                     |
| TOTAL INVOICE FOR APRIL AND MAY, 2022 | \$1,917.30                          |



Remit to:  
 L L Pelling Co.  
 P.O. Box 230  
 North Liberty IA 52317  
 www.llpelling.com

# INVOICE

Contract: 53567. Washington Tennis Courts

To: Washington, City of  
 PO Box 516  
 Washington, IA 52353

|               |                             |
|---------------|-----------------------------|
| Invoice #:    | 26492                       |
| Date:         | 6/2/2022                    |
| Customer #:   | 100221                      |
| Customer Job: | 67.1.WashingtonTennisCourts |
| Customer PO:  |                             |
| Total Due:    | 38,400.50                   |
| Page 1 of 1   |                             |

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

**Contract: 53567. Washington Tennis Courts**

| Cont Item | Description              | Contract Quantity | U/M | Unit Price | Contract Amount | Current Quantity | Current Amount | JTD Quantity | JTD Amount |
|-----------|--------------------------|-------------------|-----|------------|-----------------|------------------|----------------|--------------|------------|
| 10        | Mobilization             | 1.000             | LS. | 1,980.00   | 1,980.00        | 1.000            | 1,980.00       | 1.000        | 1,980.00   |
| 30        | 5" Joint Repair          | 40.000            | SY  | 87.00      | 3,480.00        | 40.000           | 3,480.00       | 40.000       | 3,480.00   |
| 40        | 2' Wide Petrotac         | 500.000           | LF  | 2.25       | 1,125.00        | 500.000          | 1,125.00       | 500.000      | 1,125.00   |
| 50        | 3" HMA Overlay           | 1,400.000         | SY  | 19.50      | 27,300.00       | 1,400.000        | 27,300.00      | 1,400.000    | 27,300.00  |
| 60        | Acrylic Color and Lines  | 1.000             | LS. | 14,014.00  | 14,014.00       | 0.000            | 0.00           | 0.000        | 0.00       |
| 70        | Nets and Posts           | 1.000             | LS. | 1,364.00   | 1,364.00        | 0.000            | 0.00           | 0.000        | 0.00       |
| 80        | Remove and Replace Fence | 1.000             | LS. | 9,031.00   | 9,031.00        | 0.500            | 4,515.50       | 0.500        | 4,515.50   |
|           |                          |                   |     |            | 58,294.00       |                  |                |              |            |
|           |                          |                   |     |            |                 |                  | 38,400.50      |              | 38,400.50  |

|                               |                  |                  |
|-------------------------------|------------------|------------------|
| Amounts Billed                | 38,400.50        | 38,400.50        |
| Less Retainage                | 0.00             | 0.00             |
| Plus Retainage Release        | 0.00             |                  |
| Less Previous Billings        |                  | 0.00             |
| <b>Total Due This Invoice</b> | <b>38,400.50</b> | <b>38,400.50</b> |

Invoice #: 26492      Date: 6/2/2022      Customer #: 100221



---

## MEMORANDUM

DATE: June 8, 2022  
TO: Sally Hart & Kelsey Brown, City of Washington  
FROM: Mark Culver, Housing Specialist  
RE: Contractor Payment Request

---

Enclosed please find the required paperwork to authorize contractor payment for the house at:

319 E. Washington Street, Washington, IA 52353 (Mondia)

I approve the payment request in the amount of **\$10,030.90**

Please cut a check in the amount of \$10,030.90 and send to the contractor.

**Stout Carpentry**  
**414 S. 2<sup>nd</sup> Ave**  
**Washington, IA 52353**

Please forward a copy of the check to me.  
Thank you and as always, please let me know if you have any questions.

Mark Culver  
Housing Specialist  
ECICOG  
700 16<sup>th</sup> St NE Suite 301  
Cedar Rapids, IA 52402  
319-289-0061



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 922391

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**Account Detail**  
**WASHINGTON IA GO 2015**

**Account Number: 185406592**

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**Administrative Fees**

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|                  |          |
|------------------|----------|
| Paying Agent Fee | \$250.00 |
|------------------|----------|

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|                                  |                 |
|----------------------------------|-----------------|
| <b>Administrative Fees Total</b> | <b>\$250.00</b> |
|----------------------------------|-----------------|

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|                      |                 |
|----------------------|-----------------|
| <b>Account Total</b> | <b>\$250.00</b> |
|----------------------|-----------------|



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 922409

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**Account Detail**  
**WASHINGTON IA GO 2016A**

**Account Number: 185408820**

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**Administrative Fees**

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|                                  |                 |
|----------------------------------|-----------------|
| Paying Agent Fee                 | \$250.00        |
| <b>Administrative Fees Total</b> | <b>\$250.00</b> |
| <b>Account Total</b>             | <b>\$250.00</b> |

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UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 922410

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**Account Detail**  
**WASHINGTON IA GO 2016B**

**Account Number: 185408838**

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**Administrative Fees**

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Paying Agent Fee

\$250.00

---

**Administrative Fees Total**

**\$250.00**

---

**Account Total**

**\$250.00**



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 922493

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**Account Detail**  
**WASHINGTON IA GO 2018A**

**Account Number: 185417201**

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**Administrative Fees**

---

Paying Agent Fee \$300.00

---

**Administrative Fees Total \$300.00**

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**Account Total \$300.00**



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 922528

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**Account Detail**  
**WASHINGTON IA GO 2018B**

**Account Number: 185418837**

---

**Administrative Fees**

---

|                  |          |
|------------------|----------|
| Paying Agent Fee | \$300.00 |
|------------------|----------|

---

|                                  |                 |
|----------------------------------|-----------------|
| <b>Administrative Fees Total</b> | <b>\$300.00</b> |
|----------------------------------|-----------------|

---

|                      |                 |
|----------------------|-----------------|
| <b>Account Total</b> | <b>\$300.00</b> |
|----------------------|-----------------|

Deanna McCusker, City  
 Administrator  
 Jaron P. Rosien, Mayor  
 Sally Hart, City Clerk  
 Kevin Olson, City Attorney



City of Washington  
 215 East Washington Street  
 Washington, Iowa 52353  
 (319) 653-6584 Phone  
 (319) 653-5273 Fax

## Urban Chicken Permit Application

**\*\*Failure to complete all sections of the application and provide supporting documentation may result in a return or denial of your application. \*\***

### 1. Applicant Information

Name Simone Cunales  
 Property Address 727 W 3rd St  
 Daytime Phone # (319) 458-9580 Evening Phone # \_\_\_\_\_

Number of chickens &/or poultry to be kept 3  
 (No roosters are allowed, Maximum number is 4)

### 2. Application Checklist

#### Resident's Submittal

#### Staff Review

- Landlord sign-off (if applicant is a tenant)
- Description of chicken coop and pen including materials used & cubic feet
- Diagram of the property including dimensions, location of coop and pen, and identification of adjacent properties by street address
- Sign-off of all adjacent property owners (please use form attached as Exhibit A)

✓  
\_\_\_\_\_  
✓  
\_\_\_\_\_  
✓  
\_\_\_\_\_  
✓  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Statement of Understanding (Please initial by each item)**

SC  1) I am aware that owners of all adjacent properties (i.e., all properties that contact each other at any point) must give their written consent for any urban chicken permit application to be approved.

SC  2) I am aware that I must receive approval from the City prior to obtaining chickens.

SC  3) I will follow all City ordinances and state laws relating to the care and keeping of animals.

SC  4) I am aware that I am responsible for keeping chickens within the confines of my property at all times.

SC  5) I am aware that I may not make any dimensional changes to my chicken coop without first obtaining approval from the City of Washington.

SC  6) I grant the right for City staff to inspect my property at any time to investigate a complaint related to this permit.

SC  7) I acknowledge that I live in an owner-occupied single-family home, or if renting, have the written permission of my landlord (landlord must provide a signature below).

SC  8) I affirm that I have never been found guilty of any animal welfare, neglect or cruelty violations.

SC  9) I understand that the permit is a limited license for the activity, no vested zoning rights arise from this permit and that the permit does not run with the land.

SC  10) I understand the private restrictions on the use of the property shall remain enforceable and shall supersede the permit. I affirm that there are no private restrictions including, but not limited to, deed restrictions, condominium restrictions, neighborhood association bylaws, covenants, and restrictions and rental agreements. A permit issued to a property subject to private restrictions that prohibit keeping of chickens is void.

SC  11) I understand that the City Council's approval is good for two years, by which time the City may have developed different guidelines and I must reapply for my continued keeping of chickens.

*I affirm that all statements contained in the application and attachments are true and correct and that I the permit holder will keep the chickens in compliance with all related ordinances and as otherwise directed by the City Council. I understand that failure to comply with regulations may result in revocation of the permit and/or issuance of a municipal infraction.*

Signature Eligio Canales Date 5-23-22

**If applicant is a tenant, the landlord must sign below:**

As the owner/authorized manager of the property at 727 W 3rd St Washington, DC (address), I give permission for my tenant Simona Canales (applicant), to install a chicken coop and to keep chickens on the property, as may be approved by the City Council.

Landlord Signature Eligio Canales Date 5-23-22



Deanna McCusker, City  
 Administrator  
 Jaron P. Rosien Mayor  
 Sally Y. Hart, City Clerk  
 Kevin Olson, City Attorney



City of Washington  
 215 East Washington Street  
 Washington, Iowa 52353  
 (319) 653-6584 Phone  
 (319) 653-5273 Fax

*u*

**NEIGHBOR SIGN-OFF FOR URBAN CHICKEN PERMIT  
 EXHIBIT A TO PERMIT APPLICATION**

Any person wanting to keep chickens must first receive written approval from all property owners adjacent to the property for which the permit is requested. Adjacent means all parcels of property that share a property line with the applicant's property, including those that only meet at a single property corner.

Applicant Name: Simonea Canales  
 Site Address: 727 W 3rd St Washington IA

The above applicant wishes to keep chickens in a coop at the property listed. I/We, being the adjacent property owner(s), have been provided a diagram of the planned coop and pen in relation to the applicant's property lines, and do not object to the above-named person keeping chickens as may be approved by the Washington City Council.

| Name(s) & Address | Phone        | Signature(s) & Date           |
|-------------------|--------------|-------------------------------|
| 725 W 3rd St      | 719-200-3036 | <i>[Signature]</i> 5-25-22    |
| 727 W 3rd         |              | <i>Chris O'Hanlon</i> 5-29-22 |
|                   |              |                               |
|                   |              |                               |
|                   |              |                               |
|                   |              |                               |

(For additional adjacent property owners, please attach additional sheets)

Property

Dimensions:

Front - 77.80

Rear - 77.00

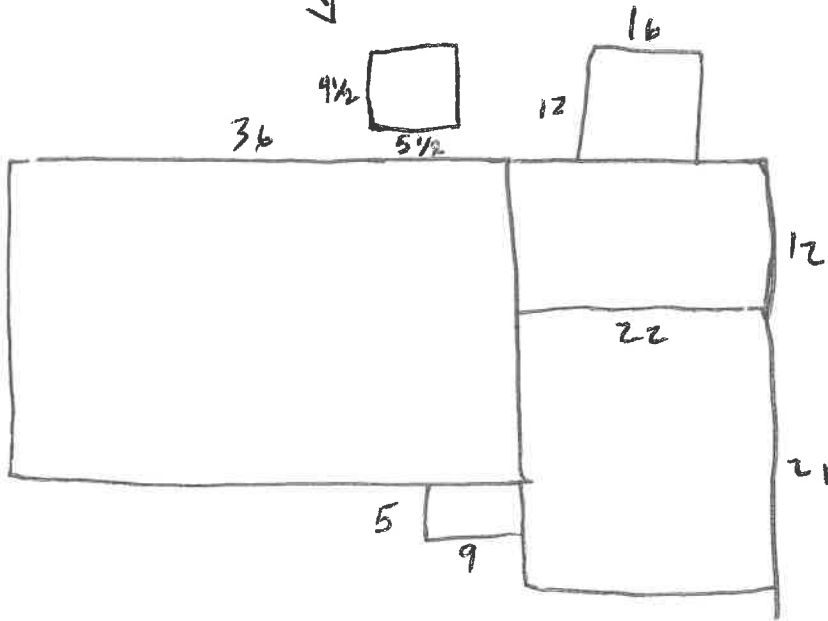
Side 1 - 210

Side 2 - 198

Made of 2x4 Studs, surrounded  
with chicken wire on some  
metal wall  
Metal Roof

Chickens

H: 6 ft About 148 sqft



Hidden Java Property

**Instructions on the reverse side**

For period (MM/DD/YYYY) July 1 / 1 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: Washington Liquor & tobacco outlet.  
Physical location address: 304 West Madison St. City: Washington ZIP: 52353  
Mailing address: 304 West Madison St. City: Washington State: IA ZIP: 52353  
Business phone number: 319-591-8365

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP D & P Holding LLC.  
Mailing address: 304 West Madison St. City: Washington State: IA ZIP: 52353  
Phone number: 5635493600 Fax number: \_\_\_\_\_ Email: dnpholdingllc304@gmail.com.

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other  \_\_\_\_\_

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): Pramod Gajurel. Name (please print): Durga Gajurel.  
Signature: [Signature] Signature: [Signature]  
Date: June 13-2022 Date: June-13-2022

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \_\_\_\_\_
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: WINE + SPIRITS  
Physical location address: 106 W 2ND ST City: WASHINGTON ZIP: 52353  
Mailing address: 106 W 2ND ST City: WASHINGTON State: IA ZIP: 52353  
Business phone number: 319-653-2822

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP T & J WALSH, LLC  
Mailing address: 106 W 2ND ST City: WASHINGTON State: IA ZIP: 52353  
Phone number: 319-653-2822 Fax number: — Email: winespirits@notmail.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): ANTHONY WALSH Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 6-13-2022 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \_\_\_\_\_
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

City Administrator Report  
June 21, 2022

- Will be meeting with department heads and reviewing their employee performance reviews
- Met with people from the Lutheran church to discuss a daycare idea
- Kiwanis's Amer's meeting on Friday
- I am leaving early next Thursday, June 23 and off Friday, June 24
- Historic Preservation meeting Monday, June 20<sup>th</sup> at 6pm to review demo permit for the Captain's Table
- Nuisance meeting Thursday
- Holding Council one-on-one and department heads one-on-one
- Site visit for our Great Places application is Tuesday, June 21<sup>st</sup> from 2-4pm
- Police interviews Monday and Wednesday
- The owner of the Parkside Estate's will be here next week and will be meeting with people from the city
- Have a S&P conference regarding our upcoming bond issuance on Monday, June 27
- Met with Paul from Horak Insurance on insurance renewal. Insurance premiums increasing.

## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for May 2022**

In May, we mowed each cemetery 4 times. We also trimmed both cemeteries. I had 12 family requests for information this month. I have also been working on some equipment repairs and maintenance. We also put gravel on several roads that needed it. I marked out 8 foundations for installation. We removed 1 dead tree from Elm Grove. I also did 6 monument repairs. We settled and seeded winter graves and other low spots. We watered trees that we planted last year. We also spent some time cleaning up the South end of the cemetery around the Buchanan Street construction.

Thank you to the wonderful volunteers for help putting up and taking down flags for Memorial Day, both big and small flags. We put up approximately 475 big flags, and 1400 small flags (each US Veteran gets a small flag).

We have had 12 funerals at Elm Grove this month, for a total of 34 interments so far this year. In June, we plan to continue with funeral services, updating cemetery records, continue mowing and trimming, trimming trees, and cemetery cleanup on June 15. Thank you.

Respectfully submitted,

Nicholas Duvall

**Washington Fire Department**  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-2239 Phone  
(319) 653-5273 Fax  
[www.washingtoniowa.gov](http://www.washingtoniowa.gov)



**Brendan DeLong- Fire Chief**  
Bill Hartsock- 1<sup>st</sup> Asst Fire Chief  
Jim Williams- 2<sup>nd</sup> Asst Fire Chief  
Carrie Ornduff- Asst Chief of EMS

---

## May 2022 Activity Report

### Total report of calls- 82

Structure fires- 2  
False alarms- 2  
Weather related- 0  
Mutual aid assists- 0  
Hazardous Incidents- 0  
Grass fires- 1  
Investigate/good intent- 4  
Rescue/accidents- 3  
Medical- 70

EMS Continues to be busy with 70 calls for service in May. We had a report of 2 structure fires in May. One was on North Iowa. This one was confined to the upstairs and electrical is what started it. The other was a microwave fire on West 3<sup>rd</sup> St. It was contained to the microwave. We had good response and a great save on both structures.

Our monthly training was held on May 18<sup>th</sup>. Crews trained on fire truck operation with a specific focus on our aerial apparatus. We set up the aerial and pumped water out at the industrial park. This was a good training and many members gained important knowledge on the aerial truck operation.

I attended numerous department head meetings, county EMS & county fire meetings. Washington EMS will be actively involved in the County EMS association as I will serve as treasurer and Asst Chief of EMS Carrie Ornduff as the secretary. I also worked on mutual aid box alarms for automatic aid that is given/received throughout other fire departments in the county.

Full time staff continues to be busy responding to EMS & fire calls, fire inspections, and normal duties around the fire station. Year to date calls for service continue to be elevated. As of May 31<sup>st</sup>, 2022 we have responded to a total of 390 calls. This includes medical & fire incidents.

Our May monthly fire meeting minutes are attached.

We are here and ready to respond.

Brendan DeLong  
Fire Chief  
Washington Fire Department

*“One of the 100 Best Small Towns in America”*

# Washington Volunteer Fire Department

## Meeting Minutes

May 4, 2022

Call to order at 7:00 pm

### March Fire/EMS Calls:

|                |         |
|----------------|---------|
| 4 City Fires   | \$ 390  |
| 11 Rural Fires | \$2,330 |
| 63 EMS Calls   | \$ 670  |
| Drills         | \$ 0    |
| Total          | \$3,390 |

Meeting opened with Chief DeLong in charge. Minutes were read from last meeting; Charles motioned to approve; seconded by Joey; motion approved. Treasurer report was read; Zach T motioned to approve; seconded by Jack; motion approved.

Motion to pay bills by Zach T; second by Jack; motion passed.

### Communications:

Committees: **Social:** Bologna & Cheese

**Pancake:** Nothing

**Dance/Gun Raffle:** Net profit was \$3,625; thanks to all for; helping make this a profitable project

**Golf:** Tournament will be July 30; donation letters and flyers will be going out at the end of the month; and if help is needed, Phil will send a memo.

### Rescue Discussion

Old Business: Thanks for the help with KeWash marathon; Next Friday is Kidzfest and will start setting up at 2:00 and will end around 7:30; safety day next Thursday at fairgrounds for Stewart Elementary at 9:30 to 11:30; county meeting May 24 in Riverside; and mandatory drill last month went well.

New Business: Ridiculous Day June 4 with help needed for the events; setup the flag for Memorial Day; training on May 18 start at 6 pm; this summer a safety day may be happening at the county fair; gas mointors are on back order along with the new concrete saw; measurement for new gear will be late May/early June; with structure fires & accidents with traps interior firefighters and firefighters capable of running tools need to be in first trucks out of the station.

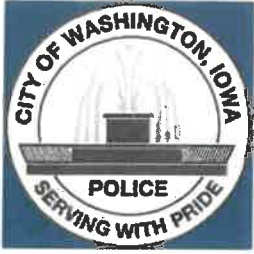
Discussion of Calls: Good work with hog building fire and shuttling of water; fuel spill was contained with little contamination; and Wayland house fire was brought under quickly.

Roll taken; Motion to adjourn by Josh; seconded by Scott; motion passed at 7:50 p.m.

Minutes completed by:

*Philip Morris* - secretary





# Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

## Activity Report May 2022

Rhonda Hill  
Administrative Assistant

Lyle Hansen  
Lieutenant

Shamus Altenhofen  
Lieutenant

Jason Chalupa  
Sergeant

Benjamin Altenhofen  
Sergeant

Brian VanWilligen  
Investigator

Eric Kephart  
K-9 Handler

Seth Adam  
Police Officer

Aaron Kephart  
Police Officer

Tanner Lavelly  
Police Officer

Christopher Raymer  
Police Officer

Ethan Hansen  
Police Officer

May was busy with 466 Calls for service, including 12 reports of vandalism, eight assaults (including an Intimidation with a Dangerous Weapon charge that resulted from a shooting on May 10<sup>th</sup>) and four car burglaries.

Officer Eric Kephart and K-9 Dex completed their annual DLE (Dogs for Law Enforcement) certification.

During Police Week (May 15-21), officers visited Stewart Elementary and St. James Elementary and were invited to a Law Enforcement Appreciation Meal hosted by the Washington County Farm Bureau.

Chief Lester attended the annual Iowa Police Chiefs Association conference in Coralville and members of the Command Staff attended a half day state required training on officer investigations.

Respectfully submitted,

Jim Lester  
Chief of Police

# Washington Police Department

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

## 2022 Activity & Offense Report For the Month of: May

| ACTIVITY                     | Previous Month | Current Month | Year – to – Date |
|------------------------------|----------------|---------------|------------------|
| <b>Calls For Service</b>     | <b>433</b>     | <b>466</b>    | <b>2160</b>      |
| Animal Calls                 | 27             | 37            | 135              |
| Citations / Warnings         | 21             | 42            | 205              |
| Parking Tickets              | 4              | 2             | 49               |
| Golf Cart/UTV Registrations  | 0              | 2             | 29               |
| Vehicle Unlocks              | 38             | 39            | 162              |
| Arrest Warrants Served       | 13             | 12            | 66               |
| Search Warrants Served       | 1              | 1             | 34               |
| Mental Health Crisis         | 18             | 22            | 80               |
| Traffic Stops                | 35             | 47            | 225              |
| Traffic Accidents            | 20             | 25            | 97               |
| Arrests                      | 38             | 40            | 176              |
| <b>Reportable Offenses</b>   | <b>47</b>      | <b>59</b>     | <b>275</b>       |
| Assault                      | 9              | 8             | 35               |
| Burglary                     | 4              | 1             | 9                |
| Burglary to Motor Vehicle    | 1              | 4             | 11               |
| Domestic Assault             | 5              | 1             | 9                |
| No Contact Order Violation   | 3              | 0             | 12               |
| Criminal Mischief/Vandalism  | 1              | 12            | 28               |
| Drunkenness (Intoxication)   | 2              | 2             | 8                |
| Driving Intoxicated (OWI)    | 2              | 3             | 8                |
| Drug Offense                 | 2              | 3             | 20               |
| Drug Paraphernalia           | 0              | 1             | 8                |
| Harassment/Intimidation      | 1              | 1             | 7                |
| Sex Offense                  | 1              | 0             | 2                |
| Theft (Includes Shoplifting) | 11             | 11            | 40               |
| Trespass                     | 0              | 0             | 2                |
| Weapons Violation            | 0              | 0             | 2                |

This chart indicates a summary of the activity and offenses the Washington Police Department responded to during the reporting period. Some activity/offense types have been combined to simplify reporting. It should be noted an offense does not always result in an arrest. Calls for service do not always include return phone calls, assistance to other agencies and instances where officers are approached while on patrol for minor issues or requests for assistance.

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

5-28-22/6-10-22

**STREETS:** Personnel poured 6 yards of concrete located at South Iowa-Jefferson St (sidewalk SW corner and street patch on north side) in addition to the pad for the electric car charger in Central Park at South Marion-West Washington St.

**WATER DISTRIBUTION:** Personnel installed 3 water services, located at 1123 & 1125 East 4th St and #6 Circle Drive.

**SEWER COLLECTION:** Personnel installed a clean out located at East 4th-North 12th Ave. Personnel installed 3 sewer taps, 2 at Circle Dr-East Tyler St and one located at 1212 North 3rd Ave. Flushed a few manholes using 5,000 gallons of water.

**STORM SEWER COLLECTION:** Personnel retrieved someone's keys out of a storm drain by The Village.

**MECHANIC/SHOP:** Personnel serviced #119 (replaced EGR), Tahoe (replaced headlight), WWTP truck, PD 232, PD 307, 771, M/C generator and 310 **Backhoe (hydraulic leak), 303.**

**OTHER:** Personnel responded to 71 One Call Locates. Personnel continued the yard waste route, swapping the Tues/Thurs route beginning Jun 20, 2022 . Personnel hauled numerous loads of sand and rock back to the stockpile and manhole bases and concrete pipe back to the yard at M/C. Personnel set up traffic control for the Ridiculous Day festivities in the downtown area. Personnel attended a safety meeting on Hearing and had hearing tests done for each individual at M/C.

\*Please note that this report does not include every task M/C personnel performed, but shall be a highlight of our work performed a

**WWTP report  
June 21<sup>st</sup> , 2022  
Council meeting**

- **After hour alarm and dog call outs –**
  - 5-29-22 Dg call to 900 block of Prospect Pl. 8:00 p.m. Dylan
  - 5-30-22 Dog call to 700 block N Iowa Ave. at 6:30 a.m. Dylan
  - 5-30-22 Alarm at WWTP at 3:30 p.m. Dylan
  - 6-9-22 Alarm at WWTP at 5:30 a.m. Dylan
  - 6-14-22 Dog call to 930 S 2<sup>nd</sup> Ave. at 12:00 a.m. Parker
  
- **Dept Head meetings –**June 7<sup>th</sup> , 14<sup>th</sup>, and 21<sup>st</sup>
  
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
  
- **Old WWTP Demo-**Most of the grass has come up and looks nice.
  
- **WWTP Annual Toxicity-** Our annual test passed.
  
- **E-Coli Testing-** All results were good.
  
- **WWTP May 2022, Discharge Monitoring Report (DMR) –** Average daily flow **1.858 million gallons (mg)**, maximum daily flow **4.756 mg**, minimum daily flow **1.117 mg**. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for May = **>2.37"** (recorded at the WWTP).

|                                   |                        |
|-----------------------------------|------------------------|
| <b>CBOD5 removal 85% required</b> | <b>result = 97.3 %</b> |
| Influent CBOD5 monthly total =    | <b>993.2 mg/L</b>      |
| Effluent CBOD5 monthly total =    | <b>26.43 mg/L</b>      |

|                                 |                        |
|---------------------------------|------------------------|
| <b>TSS removal 85% required</b> | <b>result = 97.8 %</b> |
| Influent TSS monthly total =    | <b>1659 mg/L</b>       |
| Effluent TSS monthly total =    | <b>36.34 mg/L</b>      |

The Plant is Required 85% removal of both CBOD aTSS.

**Jason Whisler  
6/16/2022 2:00 P.M.**



# SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact info: Sally Hart, 319-653-6584 ext 131; [sally.hart@washingtioniowa.gov](mailto:sally.hart@washingtioniowa.gov)

**\*\*Requires advance City Council approval- Council meets 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays at 6 PM;  
Completed applications are due the Thursday previous to the meeting\*\***

**1. APPLICANT INFORMATION**

Name/Event: The Mercantile 1<sup>st</sup> celebration  
Coordinator: Tricia Whisler  
Contact Number: 319-461-7414  
Email Address: tdwhisler@gmail.com

**2. EVENT INFORMATION**

Event Description: Open house event w/ 4 food truck outside my store  
Days/Dates of Event: Sat July 16<sup>th</sup>  
Time(s) of Event: (Include Set Up/Tear Down Time) 8am - 4pm  
Event Location: 208 S Marion Ave  
Will event require an alcohol license or require modification of an existing license?  Yes  No

**3. REQUEST INFORMATION (Check All Applicable Items)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

Temporarily close a street for a special event (specify street, times, and indicate on map: )

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Method of Notification for businesses/downtown residents (if applicable):

\_\_\_\_\_  
\_\_\_\_\_

Other Requests

\_\_\_\_\_ Temporarily park in a "No Parking" area location : \_\_\_\_\_  
\_\_\_\_\_ Use of City Park (specify park : \_\_\_\_\_  
\_\_\_\_\_ Electrical Needs: \_\_\_\_\_

\_\_\_\_\_ Use of gators/UTV/ATV on City streets

\_\_\_\_\_ Parade (attach map of route and indicate streets to be closed)

\_\_\_\_\_ Walk/Run (attach map of route and indicate streets to be closed)

\_\_\_\_\_ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

\_\_\_\_\_ Fireworks (specify location :)

\_\_\_\_\_ Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF WASHINGTON**

\_\_\_\_\_ Street barricades

\_\_\_\_\_ Yield signs for crosswalks

\_\_\_\_\_ Emergency "No Parking" Signs

\_\_\_\_\_ Garbage/Recycling Barrels

Traffic cones

\_\_\_\_\_ Street Sweeping following (parades)

\_\_\_\_\_ Picnic Tables

\_\_\_\_\_ Other (please specify :)

5. **SOUND SYSTEMS** Please indicate if the following will be used (verify availability with Parks Dept):

\_\_\_\_\_ Amplified Sound/Speaker System

\_\_\_\_\_ Recorded/Live Music

\_\_\_\_\_ Public Address System

\_\_\_\_\_ If so: BMI/ASCAP License obtained?

6. **SANITATION** Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? \_\_\_\_\_ Yes  No If yes, how many? \_\_\_\_\_  
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? \_\_\_\_\_ Yes  No If yes, how many? )

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

7. **INSURANCE**

For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

\_\_\_\_\_ Certificate of Insurance provided and accepted  Certificate of Insurance not required

**8. AGREEMENT**

In consideration of the City of Washington, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Washington, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Washington, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the codes, rules, regulations, terms and conditions established by the City of Washington, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

*Inciala*

Applicant/Sponsor Signature

5-18-22

Date

**DEPARTMENT APPROVALS**

Indicate Date  
Contacted

**The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.**

6/17

City Clerk      Sally Y. Hart      319-653-6584      [sallyhart@washingtونيowa.gov](mailto:sallyhart@washingtونيowa.gov)  
(Liquor Licenses)      ext 131  
Comments/Restrictions:

6/17

Police Chief      Jim Lester      319-458-0264      [jlester@washingtونيowa.gov](mailto:jlester@washingtونيowa.gov)  
Comments/Restrictions:

6/17

Fire Chief      Brendan DeLong      319-461-3796      [bdelong@washingtونيowa.gov](mailto:bdelong@washingtونيowa.gov)  
Comments/Restrictions:

6/17

Streets      JJ Bell      319-653-1538      [jjbell@washingtونيowa.gov](mailto:jjbell@washingtونيowa.gov)  
Comments/Restrictions:

6/17

Parks      Nick Pacha      319-321-4886      [npacha@washingtونيowa.gov](mailto:npacha@washingtونيowa.gov)  
Comments/Restrictions:

County Environmental Health (if serving food):  
Jason Taylor; 319-461-2876; [jtaylor@co.washington.ia.us](mailto:jtaylor@co.washington.ia.us)  
Comments/Restrictions:

**CITY COUNCIL APPROVAL**

City Clerk Signature

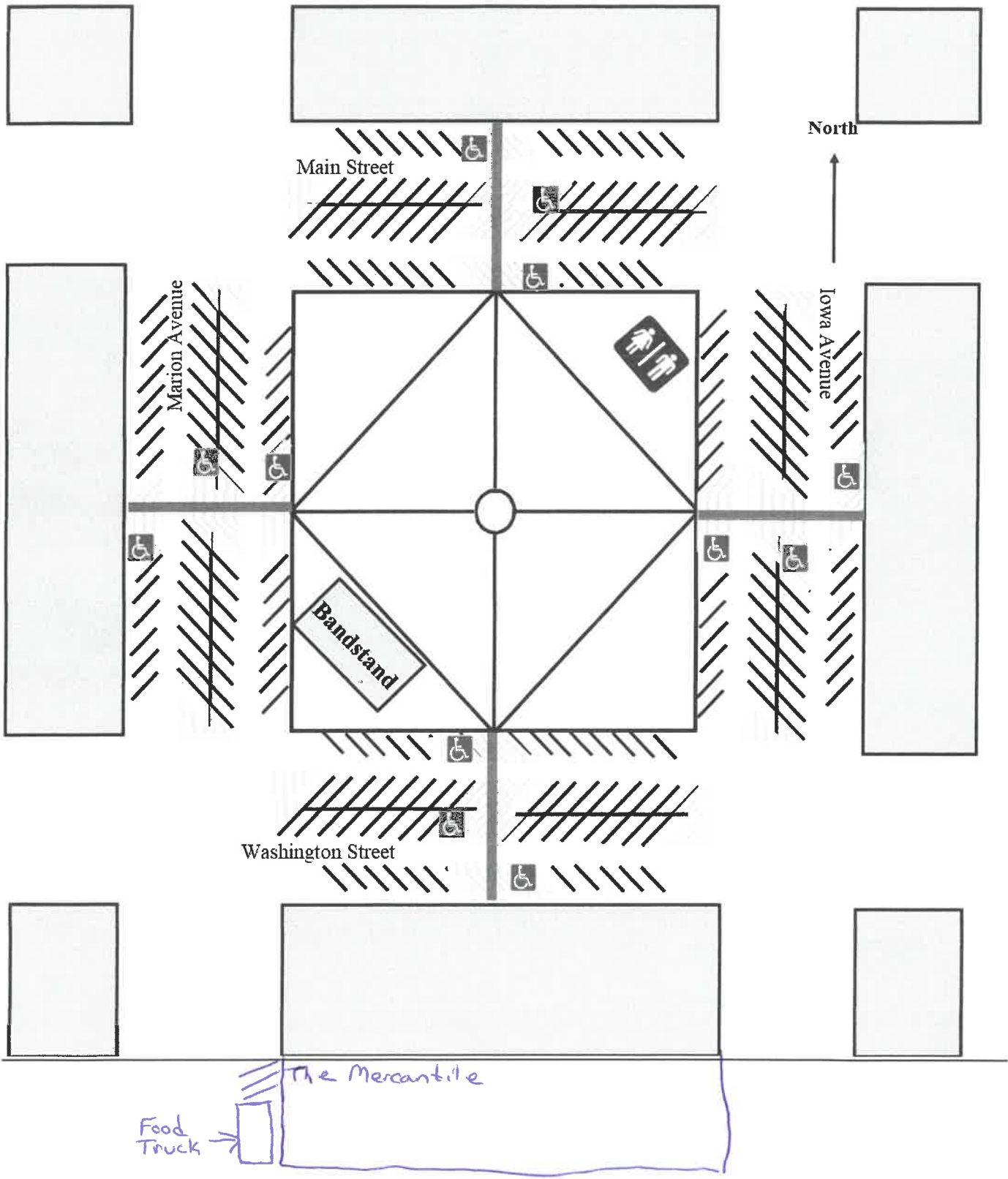
Date of Action

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_

**Downtown Map (If Area Outside Downtown, Please Attach a Map):**





**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
JUNE 21, 2022**

|                             |                                       |                            |                  |
|-----------------------------|---------------------------------------|----------------------------|------------------|
| <b>POLICE</b>               | ACE-N-MORE                            | AMMO                       | 1,519.60         |
|                             | ARNOLD MOTOR SUPPLY                   | ARNOLD MOTOR SUPPLY        | 30.17            |
|                             | COBB OIL CO, INC.                     | FUEL                       | 3,449.25         |
|                             | CRITICAL HIRE                         | APPLICANT TESTING          | 75.00            |
|                             | IGRAPHIX, INC                         | SHIPPING                   | 14.25            |
|                             | PRO-VISION                            | STORAGE                    | 60.00            |
|                             | VERIZON WIRELESS                      | WIRELESS SERVICE           | 873.03           |
|                             | WMPF GROUP LLC                        | ADVERTISING                | 103.32           |
|                             | WORKSPACE                             | TABLE FOR SQUAD ROOM       | 312.33           |
|                             |                                       | <b>TOTAL</b>               | <b>6,436.95</b>  |
|                             |                                       |                            |                  |
| <b>FIRE</b>                 | ALL AMERICAN PEST CONTROL             | PEST CONTROL               | 32.50            |
|                             | COBB OIL CO, INC.                     | FUEL                       | 1,087.83         |
|                             | EASTERN IOWA CHIROPRACTIC CENTRE, PC  | PRE-EMPLOYMENT & SCREENING | 90.00            |
|                             | VERIZON WIRELESS                      | WIRELESS SERVICE           | 120.03           |
|                             | WMPF GROUP LLC                        | ADVERTISING                | 25.00            |
|                             |                                       | <b>TOTAL</b>               | <b>1,355.36</b>  |
|                             |                                       |                            |                  |
| <b>DEVELOPMENT SERVICES</b> | AMAZON CAPITAL SERVICES               | PHONE CASE                 | 25.07            |
|                             | FARRIER, KELLY                        | GRASS ABATEMENTS           | 967.40           |
|                             | VERIZON WIRELESS                      | WIRELESS SERVICE           | 209.14           |
|                             | WMPF GROUP LLC                        | LEGAL ADVERTISING          | 10.38            |
|                             |                                       | <b>TOTAL</b>               | <b>1,211.99</b>  |
|                             |                                       |                            |                  |
| <b>LIBRARY</b>              | ACE-N-MORE                            | JANITORIAL SUPPLIES        | 27.56            |
|                             | ALL AMERICAN PEST CONTROL             | PEST CONTROL               | 40.00            |
|                             | ALLIANT ENERGY                        | ALLIANT ENERGY             | 1,846.93         |
|                             | BAKER & TAYLOR                        | LIBRARY MATERIALS          | 596.73           |
|                             | BLACKSTONE PUBLISHING                 | AUDIOBOOKS                 | 96.84            |
|                             | CENGAGE LEARNING INC/GALE             | LIBRARY MATERIALS          | 43.38            |
|                             | CENTRAL IOWA DISTRIBUTING             | JANITORIAL SUPPLIES        | 48.00            |
|                             | CINTAS CORP LOC. 342                  | MATT SERVICE               | 75.40            |
|                             | GAZETTE COMMUNICATIONS INC            | SUBSCRIPTION               | 234.00           |
|                             | KCII                                  | ADVERTISING                | 113.54           |
|                             | MC CLELLEN, MATTHEW                   | PIANO TUNING               | 135.00           |
|                             | WASHINGTON HIGH SCHOOL                | ADVERTISING                | 160.00           |
|                             |                                       | <b>TOTAL:</b>              | <b>3,417.38</b>  |
|                             |                                       |                            |                  |
|                             |                                       |                            |                  |
| <b>PARKS</b>                | ACE-N-MORE                            | SUPPLIES                   | 18.15            |
|                             | ALLIANT ENERGY                        | ALLIANT ENERGY             | 966.42           |
|                             | BEACON ATHLETICS                      | BASE PLUGS                 | 247.80           |
|                             | BW CONSTRUCTION                       | PAVILION ROOFING           | 5,750.00         |
|                             | CASH-N-CARRY CHEMICALS LLC            | WEED KILLER                | 90.00            |
|                             | COBB OIL CO, INC.                     | FUEL                       | 2,404.50         |
|                             | ELECTRICAL ENGINEERING & EQUIPMENT CO | PAVILIONS ELECTRICAL REPAI | 147.49           |
|                             | FAREWAY STORES                        | FLOWERS                    | 119.97           |
|                             | JOHN DEERE FINANCIAL                  | SUPPLIES                   | 168.04           |
|                             | MARIE ELECTRIC INC.                   | BASKETBALL & SKATE PARK LI | 152.34           |
|                             |                                       | <b>TOTAL</b>               | <b>10,064.71</b> |
|                             |                                       |                            |                  |
|                             |                                       |                            |                  |
| <b>POOL</b>                 | ACCO                                  | POOL CHEMICALS & PROBES    | 3,109.22         |
|                             | AMAZON CAPITAL SERVICES               | POOL SUPPLIES              | 63.90            |
|                             | ELITE HOME AUDIO                      | NVR REPLACE                | 150.00           |
|                             | WASHINGTON RENTAL                     | POOL SUPPLY                | 3.75             |
|                             |                                       | <b>TOTAL</b>               | <b>3,326.87</b>  |
|                             |                                       |                            |                  |
|                             |                                       |                            |                  |
| <b>CEMETERY</b>             | EASTERN IOWA CHIROPRACTIC CENTRE, PC  | PRE-EMPLOYMENT & SCREENING | 45.00            |

|                               |                                        |                                 |                  |
|-------------------------------|----------------------------------------|---------------------------------|------------------|
|                               | ATCO INTERNATIONAL                     | GLOVES                          | 267.40           |
|                               |                                        | <b>TOTAL</b>                    | <b>312.40</b>    |
| <b>FINANCIAL ADMINISTRATI</b> | ALL AMERICAN PEST CONTROL              | PEST CONTROL                    | 32.50            |
|                               | AMAZON CAPITAL SERVICES                | OFFICE SUPPLIES                 | 145.24           |
|                               | BAKER PAPER & SUPPLY                   | COPY PAPER                      | 221.72           |
|                               | IOWA RADIO PLUS                        | ADVERTISING                     | 14.36            |
|                               | PACE PAYMENT SYSTEMS                   | PACE ADMIN                      | 20.00            |
|                               | PITNEY BOWES GLOBAL FINANCIAL SERVICES | POSTAGE METER CONTRACT          | 313.44           |
|                               | VERIZON WIRELESS                       | WIRELESS SERVICE                | 86.39            |
|                               | WMPF GROUP LLC                         | ADVERTISING                     | 933.96           |
|                               |                                        | <b>TOTAL</b>                    | <b>1,767.61</b>  |
| <b>AIRPORT</b>                | ARCHER APPLIANCE                       | REIMB- FLIGHT BRECKFAST         | 2,565.00         |
|                               | ALLIANT ENERGY                         | ALLIANT ENERGY                  | 591.16           |
|                               | BAUTISTA MIRANDA, YOLANDA              | MAY CLEANING                    | 300.00           |
|                               | CAPPER CHRYSLER DODGE JEEP RAM         | CAR REPAIR                      | 239.80           |
|                               | IOWA RADIO PLUS                        | ADVERTISING                     | 14.36            |
|                               | VERIZON WIRELESS                       | WIRELESS SERVICE                | 46.38            |
|                               | WINDSTREAM IOWA COMMUNICATIONS         | JUNE SERVICE                    | 194.26           |
|                               |                                        | <b>TOTAL</b>                    | <b>3,950.96</b>  |
| <b>ROAD USE</b>               | ARNOLD MOTOR SUPPLY                    | OIL                             | 53.35            |
|                               | COBB OIL CO, INC.                      | FUEL                            | 1,785.56         |
|                               | DOUDS STONE LLC                        | ROADSTONE                       | 925.51           |
|                               | EASTERN IOWA CHIROPRACTIC CENTRE, PC   | PRE-EMPLOYMENT & SCREENING      | 165.00           |
|                               | HY-VEE                                 | HEARING CONSERVATION MEETI      | 41.43            |
|                               | IDEAL READY MIX                        | MADISON PARK SIDEWALK & OT      | 1,068.55         |
|                               | IOWA PRISON INDUSTRIES                 | SIGN POSTS                      | 27.40            |
|                               | JOHN DEERE FINANCIAL                   | TARP                            | 157.31           |
|                               | L L PELLING CO                         | COLD MIX (POTHOLES)             | 931.20           |
|                               | O'REILLY AUTOMOTIVE INC                | EGR COOLER REPAIR               | 3.70             |
|                               | RIVER PRODUCTS                         | STONE/SAND                      | 420.04           |
|                               | SCHIMBERG CO.                          | WATER PARTS FOR INVENTORY       | 11,147.01        |
|                               |                                        | <b>TOTAL</b>                    | <b>16,726.06</b> |
| <b>STREET LIGHTING</b>        | ALLIANT ENERGY                         | ALLIANT ENERGY                  | 194.74           |
|                               | FRANZEN, DENNIS                        | TRAFFIC SIGNAL REPAIR           | 200.00           |
|                               | TRAFFIC & TRANSPORATION                | TRAFFIC LIGHT REPAIRS/VIDEO CAM | 2,695.00         |
|                               | AMAZON CAPITAL SERVICES                | DT ST LIGHTS                    | 103.95           |
|                               |                                        | <b>TOTAL</b>                    | <b>3,193.69</b>  |
| <b>HOTEL/MOTEL TAX</b>        | VORTEX DIGITAL BUSINESS SOLUTIONS, INC | WEBSITE UPDATES                 | 587.00           |
|                               |                                        | <b>TOTAL</b>                    | <b>587.00</b>    |
| <b>SC RES UR</b>              | WASHINGTON STATE BANK                  | VOGELS TIF REBATE               | 169.34           |
|                               |                                        | <b>TOTAL</b>                    | <b>169.34</b>    |
| <b>CAPITAL PROJECTS</b>       | WMPF GROUP LLC                         | LEGAL ADV. - ANNEXATION         | 13.11            |
|                               |                                        | LEGAL - MSJ SUB                 | 13.66            |
|                               |                                        | <b>TOTAL</b>                    | <b>26.77</b>     |
| <b>TREE COMMITTEE</b>         | FAREWAY STORES                         | SUPPLIES                        | 49.99            |
|                               |                                        | <b>TOTAL</b>                    | <b>49.99</b>     |
| <b>K-9 PROGRAM</b>            | JOHN DEERE FINANCIAL                   | K9 FOOD                         | 65.98            |
|                               | TOWN & COUNTRY VET CLINIC              | K9 BOARDING                     | 67.50            |

|                           |                                        |                             |                  |
|---------------------------|----------------------------------------|-----------------------------|------------------|
|                           |                                        | <b>TOTAL</b>                | <b>133.48</b>    |
| <b>LIBRARY GIFT</b>       | BAKER & TAYLOR                         | LIBRARY MATERIALS           | 293.07           |
|                           | IOWA STATE UNIVERSITY-TREASURER'S OFFI | SRC PROGRAM                 | 261.62           |
|                           | LIBRARY FURNITURE INERNATIONAL, INC    | CHAIRS FOR RE-BOOK ROOM     | 2,787.00         |
|                           |                                        | <b>TOTAL</b>                | <b>3,341.69</b>  |
| <b>WATER PLANT</b>        | COBB OIL CO, INC.                      | FUEL                        | 221.65           |
|                           | CUSTOM IMPRESSIONS INC                 | SAFETY SHIRTS               | 202.21           |
|                           | EPPERLY, RANDY                         | VEST REIMBURSEMENT          | 22.25            |
|                           | GLOBAL PAYMENTS                        | DC/CC ADMIN FEES            | 1,868.58         |
|                           | HACH COMPANY                           | CHEMICALS                   | 2,398.21         |
|                           | HARN R/O SYSTEMS INC.                  | WATER TREATMENT SYSTEM SER  | 5,400.00         |
|                           | IA DEPT OF REVENUE                     | WET TAX                     | 7,609.81         |
|                           | NORTHERN SAFETY CO., INC.              | SUPPLIES FOR REPAIRS        | 149.20           |
|                           | VERIZON WIRELESS                       | WIRELESS SERVICE            | 46.38            |
|                           | WMPF GROUP LLC                         | EMPLOYMENT ADVERTISING      | 232.83           |
|                           |                                        | <b>TOTAL</b>                | <b>18,151.12</b> |
| <b>WATER DISTRIBUTION</b> | 4-M PLUMBING & HEATING INC.            | INSTALL OF ORIGINAL A/C UN  | 981.30           |
|                           | ACE-N-MORE                             | ST SHED GARAGE DOOR PARTS   | 51.98            |
|                           | COBB OIL CO, INC.                      | FUEL                        | 908.27           |
|                           | GIERKE ROBINSON CO., INC               | ADA SAFETY PADS             | 732.20           |
|                           | JOHN DEERE FINANCIAL                   | HYDRANT HALCYON             | 89.99            |
|                           | MID-AM RES. CHEMICAL CORP              | SUPPLIES                    | 1,417.77         |
|                           | O'REILLY AUTOMOTIVE INC                | FUEL FILTER AND PLUG        | 13.17            |
|                           | OVERHEAD DOOR CO.                      | STREET SHED DOOR            | 1,650.00         |
|                           | RIVER PRODUCTS                         | ROADSTONE                   | 560.21           |
|                           | USA BLUEBOOK                           | SAFETY GLASSES              | 137.84           |
|                           | UTILITY EQUIPMENT CO                   | SEWER PIPE AND LINE SUPPLI  | 3,130.34         |
|                           | VERIZON WIRELESS                       | WIRELESS SERVICE            | 88.32            |
|                           | WMPF GROUP LLC                         | EMPLOYMENT ADVERTISING      | 40.22            |
|                           |                                        | <b>TOTAL</b>                | <b>9,801.61</b>  |
| <b>WATER CAPITAL PROJ</b> | COMES INVESTMENTS INC.                 | PERMANENT EASEMENT-1018 W   | 7,500.00         |
|                           |                                        | <b>TOTAL</b>                | <b>7,500.00</b>  |
| <b>SEWER PLANT</b>        | ACE-N-MORE                             | PARTS FOR MIXER             | 44.32            |
|                           | ALL AMERICAN PEST CONTROL              | PEST CONTROL                | 35.00            |
|                           | ALLIANT ENERGY                         | ALLIANT ENERGY              | 67.62            |
|                           | ARNOLD MOTOR SUPPLY                    | 502 SERVICE                 | 165.85           |
|                           | CASH-N-CARRY CHEMICALS LLC             | WEED KILLER                 | 410.00           |
|                           | CENTRAL IOWA DISTRIBUTING              | JANITORIAL SUPPLIES         | 267.00           |
|                           | COBB OIL CO, INC.                      | FUEL                        | 1,055.07         |
|                           | DETECTION INSTRUMENTS CORPORATION      | H2S METER CALIBRATION       | 363.05           |
|                           | EUROFINS ENVIRONMENT TESTING NC        | CHEMICALS/TESTING           | 1,984.24         |
|                           | IA DEPT OF REVENUE                     | SALES TAX                   | 2,182.40         |
|                           | JOHN DEERE FINANCIAL                   | WATERING EQUIP/MOWER BLADES | 487.91           |
|                           | STATE HYGIENIC LAB                     | ANNUAL TOXICITY TEST        | 513.50           |
|                           | VERIZON WIRELESS                       | WIRELESS SERVICE            | 134.14           |
|                           | WINDSTREAM IOWA COMMUNICATIONS         | JUNE SERVICE                | 284.18           |
|                           | WMPF GROUP LLC                         | EMPLOYMENT ADVERTISING      | 40.21            |
|                           |                                        | <b>TOTAL</b>                | <b>8,034.49</b>  |
| <b>SEWER COLLECTION</b>   | ARNOLD MOTOR SUPPLY                    | BULK OIL & WASHER FLUID     | 835.33           |
|                           | 4-M PLUMBING & HEATING INC.            | INSTALL OF ORIGINAL A/C UN  | 981.30           |
|                           | CASH-N-CARRY CHEMICALS LLC             | WEED KILLER                 | 90.00            |
|                           | COBB OIL CO, INC.                      | FUEL                        | 1,385.25         |
|                           | CORE & MAIN LP                         | 6" SEWER PIPE               | 805.00           |
|                           | COUNTY MATERIALS CORP                  | MANHOLE SECTIONS            | 3,224.00         |

JOHN DEERE FINANCIAL  
UTILITY EQUIPMENT CO  
VERIZON WIRELESS

BACKHOE PARTS 86.90  
SEWER PIPE AND LINE SUPPLI 668.64  
WIRELESS SERVICE 92.76  
**TOTAL 8,169.18**

**SELF INSURANCE**

EMPLOYEE BENEFIT SYSTEMS

EMPLOYEE BENEFIT SYSTEMS 383.18  
**TOTAL 383.18**

**TOTAL 108,111.83**

**CITY OF WASHINGTON, IOWA  
MONTH TO DATE TREASURERS REPORT  
MAY 31, 2021**

| FUND                          | 5/1/2021                  | M-T-D               | REVENUES NOT | M-T-D               | EXPENSES NOT | 5/31/2021           |
|-------------------------------|---------------------------|---------------------|--------------|---------------------|--------------|---------------------|
|                               | BEGINNING<br>CASH BALANCE |                     |              |                     |              | REVENUES            |
| 001-GENERAL FUND              | 1,723,948.08              | 175,199.56          | -            | 272,489.13          | -            | 1,626,658.51        |
| 002-AIRPORT FUND              | 358,538.57                | 8,222.88            | -            | 22,374.96           | -            | 344,386.49          |
| 010-CHAMBER REIMBURSEMENT     | 6,199.66                  | 6,991.15            | -            | 6,332.88            | -            | 6,857.93            |
| 011-MAIN STREET REIMBURSEMENT | (10,352.34)               | -                   | -            | 3,786.04            | -            | (14,138.38)         |
| 012-WEDG REIMBURSEMENT        | 1,012.06                  | 7,622.10            | -            | 6,895.76            | -            | 1,738.40            |
| 050-DOWNTOWN INCENTIVE GRANT  | 132,000.00                | (68,526.85)         | -            | -                   | -            | 63,473.15           |
| 110-ROAD USE                  | 524,120.57                | 75,358.35           | -            | 60,852.08           | -            | 538,626.84          |
| 112-EMPLOYEE BENEFITS         | -                         | 30,127.33           | -            | 30,127.33           | -            | -                   |
| 114-EMERGENCY LEVY            | -                         | 2,781.48            | -            | 2,781.48            | -            | -                   |
| 121-LOCAL OPTION SALES TAX    | -                         | 80,904.41           | -            | 80,904.41           | -            | -                   |
| 122-LOST DEBT SERVICE         | 127,970.00                | -                   | -            | 127,670.00          | -            | 300.00              |
| 123-LOST DEBT SERVICE RESERVE | 79,170.00                 | -                   | -            | -                   | -            | 79,170.00           |
| 124-HOTEL/MOTEL TAX           | 97,091.22                 | 9,859.22            | -            | 1,066.84            | -            | 105,883.60          |
| 127-UNIF COMM UR - BRIARWOOD  | 11,172.44                 | -                   | -            | 9,700.62            | -            | 1,471.82            |
| 129-SC RES UR                 | 33,646.78                 | 3,540.40            | -            | 13,164.26           | -            | 24,022.92           |
| 134-DOWNTOWN COMM UR          | 3,530.17                  | 4,627.28            | -            | 3,530.17            | -            | 4,627.28            |
| 145-HOUSING REHABILITATION    | 25,502.47                 | -                   | -            | 2,025.00            | -            | 23,477.47           |
| 146-LMI TIF SET-ASIDE         | 110,290.77                | 13,164.26           | -            | -                   | -            | 123,455.03          |
| 200-DEBT SERVICE              | 728,025.45                | 310,129.45          | -            | 1,031,926.25        | -            | 6,228.65            |
| 300-CAPITAL EQUIPMENT         | (1,190.18)                | -                   | -            | 11,404.10           | -            | (12,594.28)         |
| 301-CAPITAL PROJECTS FUND     | (960,474.37)              | 3,723.53            | -            | 20,719.90           | -            | (977,470.74)        |
| 308-INDUSTRIAL DEVELOPMENT    | 431,007.59                | 8,652.07            | -            | 3,638.57            | -            | 436,021.09          |
| 309-MUNICIPAL BUILDING        | 347,020.96                | 60,697.31           | -            | -                   | -            | 407,718.27          |
| 310-WELLNESS PARK             | 399,002.79                | 68,548.64           | -            | -                   | -            | 467,551.43          |
| 311-SIDEWALK REPAIR & REPLACE | 41,867.24                 | -                   | -            | 3,008.00            | -            | 38,859.24           |
| 312-TREE REMOVAL & REPLACE    | 34,386.01                 | -                   | -            | -                   | -            | 34,386.01           |
| 315-RESIDENTIAL DEVELOPMENT   | 247,229.12                | -                   | -            | -                   | -            | 247,229.12          |
| 510-MUNICIPAL BAND            | 4,463.16                  | -                   | -            | -                   | -            | 4,463.16            |
| 520-DOG PARK                  | 4,579.10                  | -                   | -            | -                   | -            | 4,579.10            |
| 530-TREE COMMITTEE            | 19,248.04                 | 684.39              | -            | 325.02              | -            | 19,607.41           |
| 540-POLICE FORFEITURE         | 3,559.72                  | -                   | -            | -                   | -            | 3,559.72            |
| 541-K-9 PROGRAM               | 1,334.61                  | -                   | -            | -                   | -            | 1,334.61            |
| 545-SAFETY FUND               | 4,410.50                  | -                   | -            | -                   | -            | 4,410.50            |
| 550-PARK GIFT                 | 45,114.19                 | 0.31                | -            | 6,520.00            | -            | 38,594.50           |
| 570-LIBRARY GIFT              | 355,468.71                | 1,636.56            | -            | 29.48               | -            | 357,075.79          |
| 580-CEMETERY GIFT             | 7,488.00                  | -                   | -            | -                   | -            | 7,488.00            |
| 600-WATER UTILITY             | 612,531.82                | 155,166.17          | -            | 175,912.70          | -            | 591,785.29          |
| 601-WATER DEPOSIT FUND        | 30,200.00                 | 1,650.00            | -            | 1,650.00            | -            | 30,200.00           |
| 603-WATER CAPITAL PROJECTS    | 129,216.79                | -                   | -            | 39,390.00           | -            | 89,826.79           |
| 610-SANITARY SEWER            | 1,208,106.00              | 138,851.85          | -            | 226,650.66          | -            | 1,120,307.19        |
| 613-SEWER CAPITAL PROJECTS    | -                         | 8,000.00            | -            | 8,000.00            | -            | -                   |
| 670-SANITATION                | 75,706.69                 | 47,196.36           | -            | 52,300.40           | -            | 70,602.65           |
| 950-SELF INSURANCE            | 394,860.87                | 3,524.89            | -            | 3,039.38            | -            | 395,346.38          |
| 951-UNEMPLOYMENT SELF INS     | 78,228.37                 | 813.44              | -            | -                   | -            | 79,041.81           |
| <b>TOTAL BALANCE</b>          | <b>7,465,231.63</b>       | <b>1,159,146.54</b> | <b>-</b>     | <b>2,228,215.42</b> | <b>-</b>     | <b>6,396,162.75</b> |

**Cash in Bank - Pooled Cash**

|                                      |                     | <u>Interest Rate</u> |
|--------------------------------------|---------------------|----------------------|
| Wash St. Bank - Operating Account    | 865,470.79 (1)      | 0.20%                |
| Wash St. Bank - Airport Fuel Account | -                   |                      |
| Cash in Drawer                       | 350.00              | N/A                  |
| Investment in IPAIT                  | 555,849.05          | 0.20%                |
| Wash St - Farm Mgmt Acct             | 142,025.85          |                      |
| Wash St Bank - CD 1/14/2019          | 517,735.41          | 0.65%                |
| Wash St Bank - CD 08/30/2018         | 267,627.41          | 0.65%                |
| Wash St Bank - ISC Account           | 4,047,104.24        | 0.55%                |
| <b>TOTAL CASH IN BANK</b>            | <b>6,396,162.75</b> |                      |

|                                             |                   |
|---------------------------------------------|-------------------|
| (1) Washington State Bank                   | 942,061.61        |
| Outstanding Deposits & Checks/Wages payable | (76,590.82)       |
|                                             | <u>865,470.79</u> |

**CITY OF WASHINGTON, IOWA  
YEAR TO DATE TREASURERS REPORT  
MAY 31, 2022**

| FUND                          | 7/1/2021<br>BEGINNING<br>CASH BALANCE | Y-T-D<br>REVENUES    | REVENUES NOT<br>YET RECEIVED | Y-T-D<br>EXPENDITURES | EXPENSES NOT<br>YET EXPENDED | 5/31/2022<br>ENDING CASH<br>BALANCE |
|-------------------------------|---------------------------------------|----------------------|------------------------------|-----------------------|------------------------------|-------------------------------------|
| 001-GENERAL FUND              | 1,080,761.99                          | 4,261,663.15         | -                            | 3,746,567.40          | -                            | 1,595,857.74                        |
| 002-AIRPORT FUND              | 337,923.90                            | 287,630.12           | -                            | 269,904.94            | -                            | 355,649.08                          |
| 010-CHAMBER REIMBURSEMENT     | 8,656.20                              | 83,245.61            | -                            | 83,950.81             | -                            | 7,951.00                            |
| 011-MAIN STREET REIMBURSEMENT | -                                     | 67,723.61            | -                            | 66,076.41             | -                            | 1,647.20                            |
| 012-WEDG REIMBURSEMENT        | 2,464.74                              | 85,597.98            | -                            | 86,242.16             | -                            | 1,820.56                            |
| 050-DOWNTOWN INCENTIVE GRANT  | 63,473.15                             | -                    | -                            | -                     | -                            | 63,473.15                           |
| 110-ROAD USE                  | 577,226.05                            | 982,678.65           | -                            | 978,609.64            | -                            | 581,295.06                          |
| 112-EMPLOYEE BENEFITS         | -                                     | 745,675.15           | -                            | 745,675.15            | -                            | -                                   |
| 114-EMERGENCY LEVY            | -                                     | 66,129.76            | -                            | 66,129.76             | -                            | -                                   |
| 121-LOCAL OPTION SALES TAX    | -                                     | 1,099,805.62         | -                            | 1,099,805.62          | -                            | -                                   |
| 122-LOST DEBT SERVICE         | -                                     | 157,940.00           | -                            | 157,640.00            | -                            | 300.00                              |
| 123-LOST DEBT SERVICE RESERVE | 79,170.00                             | -                    | -                            | -                     | -                            | 79,170.00                           |
| 124-HOTEL/MOTEL TAX           | 96,317.62                             | 59,256.41            | -                            | 31,543.39             | -                            | 124,030.64                          |
| 125-UNIF COMM UR-NE IND       | -                                     | 63,423.47            | -                            | 63,423.47             | -                            | -                                   |
| 127-UNIF COMM UR - BRIARWOOD  | -                                     | 30,370.88            | -                            | 30,370.88             | -                            | -                                   |
| 129-SC RES UR                 | 145.15                                | 84,237.54            | -                            | 84,213.35             | -                            | 169.34                              |
| 132-UNIF COMM UR - EBD        | -                                     | 43,595.70            | -                            | 43,595.70             | -                            | -                                   |
| 133-UNIF COMM UR-IRE          | -                                     | 113,135.48           | -                            | 113,135.48            | -                            | -                                   |
| 134-DOWNTOWN COMM UR          | -                                     | 175,074.60           | -                            | 169,789.39            | -                            | 5,285.21                            |
| 145-HOUSING REHABILITATION    | 22,652.47                             | 123,199.02           | -                            | 101,082.77            | -                            | 44,768.72                           |
| 146-LMI TIF SET-ASIDE         | 123,455.03                            | 29,294.84            | -                            | 1,483.76              | -                            | 151,266.11                          |
| 200-DEBT SERVICE              | 18,859.65                             | 1,083,917.69         | -                            | 1,085,427.50          | -                            | 17,349.84                           |
| 300-CAPITAL EQUIPMENT         | 65,177.10                             | 86,156.60            | -                            | 88,378.79             | -                            | 62,954.91                           |
| 301-CAPITAL PROJECTS FUND     | 394,856.11                            | 1,282,003.05         | -                            | 1,661,490.38          | -                            | 15,368.78                           |
| 305-RIVERBOAT FOUND CAP PROJ  | -                                     | 658,764.49           | -                            | 250,000.00            | -                            | 408,764.49                          |
| 308-INDUSTRIAL DEVELOPMENT    | 418,347.52                            | 149,288.41           | -                            | 293,776.50            | -                            | 273,859.43                          |
| 309-MUNICIPAL BUILDING        | -                                     | 130,942.21           | -                            | -                     | -                            | 130,942.21                          |
| 310-WELLNESS PARK             | 1,000.00                              | 41,220.35            | -                            | 6,062.50              | -                            | 36,157.85                           |
| 311-SIDEWALK REPAIR & REPLACE | 44,115.08                             | 5,639.78             | -                            | 4,112.00              | -                            | 45,642.86                           |
| 312-TREE REMOVAL & REPLACE    | 34,169.59                             | 5,000.00             | -                            | 26,481.00             | -                            | 12,688.59                           |
| 315-RESIDENTIAL DEVELOPMENT   | 269,060.53                            | 26,016.02            | -                            | 33,505.24             | -                            | 261,571.31                          |
| 317-ARPA CAPITAL PROJECTS     | -                                     | 542,954.92           | -                            | 19,571.99             | -                            | 523,382.93                          |
| 510-MUNICIPAL BAND            | 4,463.16                              | 500.00               | -                            | 220.13                | -                            | 4,743.03                            |
| 520-DOG PARK                  | 4,579.10                              | 88.00                | -                            | 223.99                | -                            | 4,443.11                            |
| 530-TREE COMMITTEE            | 11,339.70                             | 6,666.26             | -                            | 2,910.64              | -                            | 15,095.32                           |
| 540-POLICE FORFEITURE         | 3,794.72                              | 1,709.99             | -                            | 913.85                | -                            | 4,590.86                            |
| 541-K-9 PROGRAM               | 1,287.62                              | 2,250.00             | -                            | 594.84                | -                            | 2,942.78                            |
| 545-SAFETY FUND               | 5,096.57                              | 1,384.08             | -                            | 4,867.76              | -                            | 1,612.89                            |
| 550-PARK GIFT                 | 37,763.43                             | 473.13               | -                            | 1,502.00              | -                            | 36,734.56                           |
| 570-LIBRARY GIFT              | 355,590.73                            | 22,011.06            | -                            | 18,885.57             | -                            | 358,716.22                          |
| 580-CEMETERY GIFT             | 7,488.00                              | -                    | -                            | 55.00                 | -                            | 7,433.00                            |
| 600-WATER UTILITY             | 434,776.28                            | 1,627,126.69         | -                            | 1,364,480.56          | -                            | 697,422.41                          |
| 601-WATER DEPOSIT FUND        | 28,810.00                             | 15,750.00            | -                            | 12,450.00             | -                            | 32,110.00                           |
| 602-WATER SINKING             | -                                     | 40,360.00            | -                            | 40,360.00             | -                            | -                                   |
| 603-WATER CAPITAL PROJECTS    | 10,134.30                             | 144,295.13           | -                            | 214,272.32            | -                            | (59,842.89)                         |
| 610-SANITARY SEWER            | 431,656.39                            | 2,265,261.56         | -                            | 1,787,547.06          | -                            | 909,370.89                          |
| 612-SEWER SINKING             | -                                     | 206,931.50           | -                            | 206,931.05            | -                            | 0.45                                |
| 613-SEWER CAPITAL PROJECTS    | -                                     | 316,988.31           | -                            | 316,988.31            | -                            | -                                   |
| 670-SANITATION                | 69,854.34                             | 561,389.29           | -                            | 563,058.56            | -                            | 68,185.07                           |
| 950-SELF INSURANCE            | 383,887.37                            | 119,679.04           | -                            | 37,671.19             | -                            | 465,895.22                          |
| 951-UNEMPLOYMENT SELF INS     | 79,348.13                             | 16,218.56            | -                            | 22,163.83             | -                            | 73,402.86                           |
| <b>TOTAL BALANCE</b>          | <b>5,507,701.72</b>                   | <b>17,920,663.71</b> | <b>-</b>                     | <b>16,004,142.64</b>  | <b>-</b>                     | <b>7,424,222.79</b>                 |

**Cash in Bank - Pooled Cash**

|                                      |                            | <u>Interest Rate</u> |
|--------------------------------------|----------------------------|----------------------|
| Wash St. Bank - Operating Account    | 2,274,613.70 (1)           | 0.20%                |
| Wash St. Bank - Airport Fuel Account | -                          |                      |
| Cash in Drawer                       | 350.00                     | N/A                  |
| Investment in IPAIT                  | 556,092.01                 | 0.20%                |
| Wash St - Farm Mgmt Acct             | 201,106.73                 |                      |
| Wash St Bank - CD 1/14/2019          | 520,726.38                 | 0.65%                |
| Wash St Bank - CD 08/30/2018         | 268,773.10                 | 0.65%                |
| Wash St Bank - ISC Account           | <u>3,602,560.87</u>        | 0.40%                |
| <b>TOTAL CASH IN BANK</b>            | <b><u>7,424,222.79</u></b> |                      |

|                                             |                            |
|---------------------------------------------|----------------------------|
| (1) Washington State Bank                   | 2,388,607.38               |
| Outstanding Deposits & Checks/Wages payable | <u>(113,993.68)</u>        |
|                                             | <b><u>2,274,613.70</u></b> |

## NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSAL TO REZONE CERTAIN PROPERTY LOCATED IN THE CORPORATE LIMITS OF THE CITY OF WASHINGTON FROM A-1 AGRICULTURAL DISTRICT TO R-2 AND R-3 RESIDENTIAL DISTRICTS.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of Washington in the Council Chambers at the Washington Municipal Building at 215 E. Washington, Washington, Iowa, at 6:00 o'clock P.M., on Tuesday, June 21<sup>st</sup>, 2022. Said public hearing shall be to consider the proposal to change the zoning on Country Club View Subdivision – Plat 1 (as shown on the approved preliminary plat) as follows:

|           |                                                                    |
|-----------|--------------------------------------------------------------------|
| Lot 1     | Agricultural District to R-3 One-to-Six Family Residence District  |
| Lots 2-31 | Agricultural District to R-2 One-and-Two Family Residence District |

The rezoning application and copy of the preliminary plat are on file in the Office of the City Clerk. All persons are invited to appear in person to make comments on the proposed zoning change and ordinance or may make written comments to the Washington City Clerk.

---

/s/Sally Y. Hart, City Clerk,  
by Direction of the City Council

Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE RE-ZONING THE PROPERTY GENERALLY REFERRED TO AS COUNTRY CLUB SUBDIVISION, PLAT 1.**

WHEREAS, the owners of the property generally referred to as Country Club Subdivision – Plat 1, petitioned the City to change its zoning designation from Agricultural District to R-2 One-and-Two Family Residence District and R-3 One-to-Six Family Residence District; and

WHEREAS, the Washington Planning and Zoning Commission has recommended the City Council approve said rezoning request for the Properties; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Washington, Iowa :

Section 1. That the zoning map for the City of Washington is hereby amended to show the following zoning designations:

|                                              |                                          |
|----------------------------------------------|------------------------------------------|
| Lot 1, Country Club Subdivision – Plat 1     | R-3 One-to-Six Family Residence District |
| Lots 2-31, Country Club Subdivision – Plat 1 | R-2 One-and-Two Family Residence Dist.   |

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

Read First Time:  
Read Second Time:



Read Third Time:

---

Jaron P. Rosien, Mayor

ATTEST:

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Sally Y. Hart, City Clerk

**NOTICE OF PUBLIC HEARING**

**2022 SEALCOAT PROJECT  
WASHINGTON, IOWA**

The City Council of Washington, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of certain improvements and work incidental thereto described in general as “2022 Sealcoat Project - Washington, Iowa” and as described in detail in the Plans and Specifications for said improvements now on file in the office of the City Clerk.

The public hearing will be held at **6:00 P.M.** on **Tuesday, June 21, 2022**, in the City Council Chambers, City Hall, City of Washington, 215 E. Washington Street, Washington, Iowa in accordance with the provisions of Chapter 384, Code of Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project

The description of work is generally as follows:

Mobilization, Performance/Maintenance Bond, and Traffic Control – Lump Sum; Binder Bitumen, MC-3000 – 13,840 Gal; Cover Aggregate – 593 TON; Granular Subbase – 200 TON; Surface Correction – 1,260 SY; and Primer Bitumen, MC-70 – 252 Gal.

This Notice is given by authority of the City of Washington, Iowa.

Jaron Rosien, Mayor  
City of Washington, Iowa

*ATTEST:*

Sally Hart, City Clerk

This Notice published in the Washington Evening Journal.

**RESOLUTION**

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATE OF COSTS FOR THE 2022 SEALCOAT PROJECT**

WHEREAS, Garden & Associates, Ltd. has prepared plans, specifications, form of contract and estimate of cost for the improvement of certain public streets described in general as “2022 Sealcoat Project”; and,

WHEREAS, notice of public hearing on plans, specifications, form of contract, and estimate of cost for said improvement was published on June 16, 2022 required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

**Engineer's Opinion of Probable Costs  
2022 Sealcoat Project  
Washington, Iowa**

G&A 5022162

| <b>No.</b>            | <b>Item</b>                                               | <b>Unit</b> | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Extended Price</b> |
|-----------------------|-----------------------------------------------------------|-------------|---------------------------|-------------------|-----------------------|
| <b>Base Bid</b>       |                                                           |             |                           |                   |                       |
| 1.                    | Mobilization, Performance/Maintenance Bond, and Traffic C | LS          | 1                         | \$16,000.00       | \$16,000.00           |
| 2.                    | Binder Bitumen, MC-3000                                   | GAL         | 13,840                    | \$4.50            | \$62,280.00           |
| 3.                    | Cover Aggregate                                           | TON         | 593                       | \$60.00           | \$35,580.00           |
| 4.                    | Granular Subbase                                          | TON         | 200                       | \$40.00           | \$8,000.00            |
| 5.                    | Surface Correction                                        | SY          | 1,260                     | \$2.50            | \$3,150.00            |
| 6.                    | Primer Bitumen, MC-70                                     | GAL         | 252                       | \$5.00            | \$1,260.00            |
| <b>TOTAL BASE BID</b> |                                                           |             |                           |                   | <b>\$126,270.00</b>   |



# THE CITY OF WASHINGTON

*"One of the 100 Best Small Towns in America"*

**SPECIFICATIONS & CONTRACT DOCUMENTS**

**2022 Sealcoat Project**



# THE CITY OF WASHINGTON

*“One of the 100 Best Small Towns in America”*

## SPECIFICATIONS & CONTRACT DOCUMENTS

### 2022 Sealcoat Project

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.</p> <p>_____<br/>Jack Pope, P.E. <span style="float: right;">_____</span><br/>Date</p> <p>License Number: 11715<br/>My license renewal date is December 31, 2023.</p> <p>Pages or sheets covered by this seal:<br/>All</p> <p>_____</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## TABLE OF CONTENTS

### **DIVISION 0      CONDITIONS OF THE CONTRACT**

|      |                                  |
|------|----------------------------------|
| 0030 | Notice to Bidders                |
| 0100 | Instructions to Bidders          |
| 0300 | Bid Form                         |
| 0400 | Bid Bond                         |
| 0500 | Form of Contract                 |
| 0600 | Performance and Maintenance Bond |
| 0700 | General Provisions and Covenants |

### **DIVISION 1      GENERAL REQUIREMENTS**

|      |                         |
|------|-------------------------|
| 1010 | Summary of Work         |
| 1030 | Special Conditions      |
| 1150 | Measurement and Payment |
| 1570 | Traffic Control         |

### **DIVISION 2      SITE WORK**

|      |                    |
|------|--------------------|
| 2260 | Sealcoat Surfacing |
|------|--------------------|

### **APPENDIX      LIST OF STREETS**

### **IOWA DOT STANDARD ROAD PLAN**

TC-213 – Lane Closure with Flaggers

CITY OF WASHINGTON, IOWA

**2022 SEALCOAT PROJECT**

**NOTICE TO BIDDERS**

Notice is hereby given that there are on file in the Development Services office of the City of Washington, Iowa, proposed specifications, and form of contract for the public improvements hereinafter described for the 2022 Sealcoat Project.

Sealed proposals for the construction of the said improvements will be received at the office of the City Clerk for the City of Washington, Iowa until **9:00 A.M., June 30, 2022**. At 9:05 A.M. all sealed proposals will be publicly opened and read aloud.

The general description of the work involved is as follows:

**2022 Sealcoat project is approximately of 38,462 SY of seal coat overlay and 1259 SY of surface correction.**

Bids will be received for work under one contract.

**The City will be issuing a sales tax exemption certificate, so the cost of sales tax should not be included in the bid.**

Each proposal shall be made on the proposal form prepared for this purpose, which may be obtained from Garden & Associates, LTD or on a form approved by Garden & Associates, LTD. Each proposal shall be accompanied by a bid bond on the form included in the specifications or another approved form, or a cashier's check or certified check drawn on a bank or credit union in Iowa or a bank chartered under the laws of the United States, and filed in a sealed envelope separate from the one containing the proposal. The contractor's **bid bond**, cashier's or certified check shall be in an amount of **10%** of the bid price made payable to the Treasurer of the City of Washington, Iowa. The bid bond will act as security that, if awarded a contract by resolution of the Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The bid bond will be forfeited and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance and payment bonds and an acceptable certificate of insurance within fifteen (15) days after the acceptance of his proposal by resolution of the council. No Bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Payment for said work will be made in cash from proceeds to be received from the **Road Use Tax** funds of said City and/or cash funds of said City that are available and that may be legally used for said purpose.

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the contract value of the work completed during the preceding month. Estimates will be prepared the last week of the month by the Contractor and approved by the City of Washington's Engineering Technician. The City of Washington's Engineering Technician will certify the approved estimate to the Council for payment on the next regularly scheduled Council meeting of the following month. Such payment will in no way be construed as an act of acceptance for any part of the work partially or totally, completed. The balance of the **five percent** due the Contractor will be paid not earlier than 31 days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City Clerk that the materials, labor, and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. The Contractor may be required to submit lien waivers prior to



payment approval. The Contractor shall submit a **2-year maintenance bond** for the total amount of the project prior to final payment and acceptance of the project.

All work and equipment is to be in accordance with the specifications and form of contract now on file in the Development Services' office and by this reference made a part hereof as though fully set out and incorporated herein.

The work shall be completed by **September 2, 2022**.

**Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per calendar day** will be assessed for each day the work shall remain uncompleted after the contract completion date, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor and approved by the City.

The successful bidder will be required to furnish a corporate **surety bond** in an amount equal to one hundred percent (**100%**) of the contract price prior to commencing work on the project. Said bond shall be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract and the terms and conditions until the time of acceptance of the improvements by the City.

Specifications governing the construction of the proposed improvements have been prepared by Garden & Associates, LTD for the City of Washington, Iowa. Said specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice, and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Said specifications and proposed contract documents are now on file in the Development Services' office at 215 East Washington Street, Washington, Iowa, for examination by bidders.

**Electronic project documents are available at no cost** at [www.gardenassociates.net](http://www.gardenassociates.net) by clicking the "Bid Documents" link and choosing the "2022 Sealcoat Project – Washington, Iowa" project on the left side of the page. Project information, Engineer's cost opinion, and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. Download delivery fee is \$0.00, or Bid forms, plans and specifications may be obtained from the Office of the Engineer, Garden & Associates upon deposit of **\$25.00** (\$25.00 refundable upon return in good condition within fourteen (14) days after award of project).

The City reserves the right to reject any and all bids and to waive informalities and technicalities in any bid, and to enter into such contract, or contracts, as it shall deem for the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of letting.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. The Iowa Reciprocal Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

**1.1 DEFINED TERMS**

- A. Terms used in these Instructions to Bidders which are defined in Iowa Statewide Urban Standard Specifications for Public Improvements, Division I, Current Edition with current updates, a manual prepared under the Statewide Urban Design and Specifications (SUDAS) Program, have the meanings assigned to them in the General Provisions. The term "Successful Bidder" means the lowest qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

**1.2 COPIES OF BIDDING DOCUMENTS**

- A. Complete sets of the Bidding Documents (also referred to as Contract Documents) in the number and for the deposit sum stated in the Advertisement or Invitation may be obtained from Garden & Associates, LTD. The deposit refund, if any, will be returned to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within 14 days of the award date of the project.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Garden & Associates, LTD assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**1.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- A. It is the responsibility of each Bidder before submitting a bid to:
- a) examine the Contract Documents thoroughly including specifications, drawings and addenda.
  - b) visit the site to familiarize himself with local conditions that may affect cost, progress or performance of the Work,
  - c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may affect cost, progress or performance of the Work; and
  - d) study and carefully correlate Bidder's observations with the Contract Documents.
  - e) notify Garden & Associates, LTD of all conflicts, errors, ambiguities or discrepancies in or between contract documents and other related data.
- B. Information and data reflected in the Contract Documents with respect to Underground Utilities, with the exception of City of Washington owned utilities, at or contiguous to the site is based upon information and data furnished to the Owner and Garden & Associates, LTD by the owners of such Underground Utilities or others, and neither the Owner nor Garden & Associates, LTD assume responsibility for the accuracy or completeness thereof.
- C. Any additional reports, explorations or data relating to the subsurface conditions, soil conditions, water table conditions or other physical conditions is included at the end of this section. The interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof, is the responsibility of the Bidder.
- D. Before submitting a bid, the Bidder, at his own expense, may perform or obtain any additional examinations, investigations, explorations and data which pertain to the physical conditions (surface or subsurface) at the project site. Upon request the Owner will provide the Bidder access to the site to conduct such examinations, investigations and explorations as the Bidder deems necessary in

preparation of a bid. Bidder shall be responsible for all explorations and shall restore all surfaces to existing conditions.

- E. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Conditions, Technical Specifications or Drawings. All additional lands and accesses required for construction or storage of materials and equipment are to be provided by the successful Bidder.
- F. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### 1.4 PRE-BID MEETING

- A. A pre-bid meeting, if scheduled, will be detailed in the Notice to Bidders. Pre-bid meetings are not required to be attended; however, they are encouraged. Written minutes from the pre-bid meeting, if scheduled, will be developed by Garden & Associates, LTD and mailed to all Bidders prior to bid date regardless of attendance to the pre-bid meeting.

#### 1.5 INTERPRETATIONS

- A. All questions about the meaning or intent of the Contract Documents by prospective Bidders shall be submitted to Garden & Associates, LTD in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Garden & Associates, LTD as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### 1.6 BID SECURITY

- A. A separate sealed envelope shall accompany the proposal containing the bid security in accordance with the Notice to Bidders

#### 1.7 CONTRACT TIME

- A. The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is stated in the Notice to Bidders and set forth in the Agreement.

#### 1.8 LIQUIDATED DAMAGES

- A. Liquidated damages, if applicable, are stated in the Notice to Bidders and set forth in the Agreement.

**1.9 SUBSTITUTE MATERIAL AND EQUIPMENT**

- A. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the City's Engineering Technician, application for such acceptance will not be considered by the City's Engineering Technician until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by City's Engineering Technician is set forth in the General Conditions which may be supplemented in the Special Conditions.

**1.10 FEDERAL TAX I.D. NUMBER**

- A. Each Bidder shall state its Federal Identification Number on the line provided on the Bid Form. The Owner is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.

**1.11 LOCAL PREFERENCE**

- A. By virtue of statutory authority, preference will be given to materials, products, and supplies found or produced within the State of Iowa. Bidders resident in Iowa shall be allowed a preference over the bid of any Bidder from any other state enforcing or having a preference for resident Bidders, equal to such preference. So far as may be done under the law, CONTRACTOR shall give preference to labor residing in the vicinity of the community in which the project is located and to local concerns in the purchase of materials, insurance and bonds.

**1.12 BID FORM**

- A. The Bid Form is included in the Contract Documents. An unbound copy is included and is to be used for submission of bid. Additional copies may be obtained from Garden & Associates, LTD. Substitute Bid Forms may be used with the approval of Garden & Associates, LTD.
- B. Bid Forms must be completed in ink or by typewriter and the bid signed. Names shall be printed below all signatures.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- F. The address to which communications regarding the Bid are to be directed must be shown.

- G. Bidders shall submit a Bid on a unit price or lump sum basis for each item of Work listed in the Bid schedule.
- H. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**1.13 QUALIFICATION OF BIDDERS**

- A. Bidders may be required to supply detailed statements covering prior experience with similar work, list of machinery, plant and other equipment that will be used on the proposed work, and a statement of their financial resources as may be deemed necessary.

**1.14 QUALIFICATION OF FOREIGN CORPORATIONS**

- A. Prior to entering into contract, corporations organized under the laws of any other state shall file with the Owner a certificate from the Secretary of the State of Iowa showing that they have complied with all provisions of Chapter 494 of the Code of Iowa, as amended, governing foreign corporations. Likewise, prior to entering into contract, individuals or co-partnerships of other states shall file with the Owner an agreement concerning the jurisdiction of the Court of the County in Iowa in which the work is to be performed, as provided in Section 616.4 of the Code of Iowa, as amended, as to all matters arising out of or connected with any contract entered into. Such certificate of agreement shall be on file with the Owner before any contract awarded hereunder shall be effective.

**1.15 SUBMISSION OF BIDS**

- A. Bids shall be submitted at the time and place indicated in the Notice to Bidders and shall be in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and clearly marked "BID PROPOSAL". If the Bid is sent through the mail or other delivery system, the Bid Security shall be in a separate sealed envelope and labeled as noted above.
- B. A copy of the Bid Security or Bid Bond form is included in the Contract Documents. An unbound copy is also included. The Bid Bond form shall be completed and submitted along with the Bid Proposal, but sealed in a separate envelope marked "BID SECURITY".

**1.16 MODIFICATION AND WITHDRAWAL OF BIDS**

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. Once Bids are being opened any unopened bids may not be withdrawn.

- C. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

### 1.17 OPENING OF BIDS

- A. Bids will be opened at the location indicated in the Notice to Bidders and will be publicly read aloud, and an abstract of the amounts of the base bids and major alternates (if any) will be made available after the opening of Bids.

### 1.18 BIDS TO REMAIN OPEN

- A. All Bids shall remain open for thirty days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

### 1.19 AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between unit prices and extensions will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but Owner may accept them in any order or combination.
- C. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder's, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- E. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- F. If the contract is to be awarded, Owner will give the Successful Bidder a written Notice of Award within thirty days after the day of the Bid opening unless specifically changed in Notice to Bidders.

**1.20 PERFORMANCE AND OTHER BONDS**

- A. The SUDAS Specifications, Division 1--General Provisions and Covenants, sets forth Owner's requirements as to performance and other bonds. When the successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

**1.21 SIGNING OF AGREEMENT**

- A. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents including but not limited to Performance and Payment bond and insurance certificates. Within fifteen days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached.
- B. If the bidder fails to enter into such contract within the period specified, the bid security deposited by the bidder shall be forfeited and shall become the property of the Owner.

**1.22 SALES AND USE TAXES**

- A. The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- B. Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide, to each supplier providing construction material, a copy of the tax exemption certificate.
- C. Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

END OF SECTION

THIS BID IS SUBMITTED TO: City of Washington  
 P.O. Box 516  
 215 E. Washington St.  
 Washington, IA 52353  
 Attention: City Clerk  
**PROJECT: 2022 Seal Coat Project**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain open for thirty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Contract Documents and of the following Addenda:  
  
 Identify by Date & Number \_\_\_\_\_  
 (receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instructions to Bidders;
  - b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
  - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER
4. BIDDER agrees that the Work will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Notice of Hearing and Letting and Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
5. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Security of the type and in an amount equal to the sum set out in the Advertisement or Notice to Bidders.
    - b. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid if required.
    - c. Bidder's Qualifications Statement with supporting data if required.
6. BIDDER will complete the Work for the following prices:



**Project: 2022 Seal Coat Project**

| Item No. | Item Description                                                | Estimated Quantity | Units | Unit Cost    | Extended Unit Price |
|----------|-----------------------------------------------------------------|--------------------|-------|--------------|---------------------|
| 1        | Mobilization, Performance/Maintenance Bond, and Traffic Control | 1                  | LS    | \$           | \$                  |
| 2        | Binder Bitumen, MC-3000                                         | 13,840             | Gal   |              |                     |
| 3        | Cover Aggregate                                                 | 593                | Ton   |              |                     |
| 4        | Granular Subbase                                                | 200                | Ton   |              |                     |
| 5        | Surface Correction                                              | 1260               | SY    |              |                     |
| 6        | Primer Bitumen, MC-70                                           | 252                | Gal   |              |                     |
|          |                                                                 |                    |       | <b>Total</b> | <b>\$</b>           |

7. Bidder agrees that the work will be started, substantially completed or completed as stated in the Notice to Bidders and in accordance with the Contract Documents which are made part of the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to start or complete the work as specified.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SIGNED BY/TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

FEDERAL TAX ID. NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

END OF SECTION

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_  
 as Principal, and the \_\_\_\_\_ of \_\_\_\_\_ as  
 Surety, are held and firmly bound unto the \_\_\_\_\_, hereinafter referred  
 to as the Obligee or "OWNER", in the penal sum of \$ \_\_\_\_\_, for which payments said Principal  
 and Surety bind themselves, their heirs, executors, administrators, successors, and assign jointly and  
 severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting his or its sealed proposal for the 2022 Sealcoat  
 Project.

Type of Work \_\_\_\_\_ Date of Letting: June 30, 2022

NOW THEREFORE, if the said proposal bid by said principal is accepted, and the Principal shall enter  
 into a contract with the Obligee in accordance with the terms of such bid, then this obligation shall become null  
 and void, or in the event of the failure of the Principal to enter such contract, the Principal and Surety on this  
 bond hereby agree to pay to the Obligee the full amount of this bid bond, together with court costs, attorney's  
 fees, and any other expense of recovery.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be signed this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Principal

By \_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_

\_\_\_\_\_  
 Surety

Countersigned by:

\_\_\_\_\_  
 Resident Commission Agent

(Required only if Attorney-in-Fact is not also an  
 Iowa Resident Commission Agent)

END OF SECTION

THIS CONTRACT, made and entered into on duplicate originals at Washington, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF WASHINGTON, IOWA, by its Mayor upon order by resolution of the City Council of said City hereinafter called the "City" and Party of the Second Part, the "Contractor".

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, plant, equipment, material, and services necessary to construct, complete, test and prove performance of the 2022 Sealcoat Project for the City of Washington, Iowa, together with accessories and appurtenances thereto as described within the plans and/or specifications therefore titled "Plans" and/or "Specifications" for said project as prepared by the City Engineer of Washington, Iowa, which plans and/or specifications are officially on file in the office of the City Clerk of said City. The Contractor hereby agrees to execute the work of construction in strict accordance with said official plans and specifications, including all of the contract documents as the same are defined in said specifications, and all of which documents are hereby made a part of this contract by this reference as surely and certainly as though set out herein verbatim.

This contract is awarded and entered into on the basis of the classes and types of construction required by the plans and specifications, and for the bid prices applying thereto, all as definitely set forth in a written proposal filed by the Contractor with said City Clerk of the City of Washington, Iowa on the \_\_\_\_ day of \_\_\_\_\_, 2022 and covering all items appearing on said proposal and the basic contract sum is hereby determined to be \$ \_\_\_\_\_, which sum is the amount of the required corporate surety bond.

The City hereby agrees to pay the Contractor for all of said construction in the manner specifically set forth in the Notice of Hearing and Letting. The prices bid on each class or unit of work and the prices bid on lump sum items shall be the basis upon which the final contract sum due the Contractor shall be computed, subject to additions and deductions only as may be regularly and officially ordered in writing by the City Engineer.

The completion date for work covered by this contract is **September 2, 2022**.

IN WITNESS WHEREOF, The Parties hereto have executed this instrument the day and year first above written.

ATTEST:

By \_\_\_\_\_

CITY OF WASHINGTON, IOWA

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
CONTRACTOR

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Official Title

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

\_\_\_\_\_  
(Name and address or legal title of the Contractor)

as Principal, hereinafter called the Contractor, and \_\_\_\_\_

\_\_\_\_\_  
(Legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_

**City of Washington, Iowa**  
\_\_\_\_\_  
(Name and address or legal title of Owner)

as Obligee, hereinafter called the Owner, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, \_\_\_\_\_, entered into a Contract with Owner for the following work:

\_\_\_\_\_ in accordance with drawings and specifications prepared by Garden & Associates, LTD for the City of Washington, Iowa, which Contract is by reference made a part hereof, and it hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

- A. The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- B. The Contractor and his surety shall be obligated to keep the improvements covered by this bond in good repair for a period of **two years** from the date of acceptance of the improvements by the Owner.
- C. Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1. Complete the contract in accordance with its terms and conditions, or
  - 2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments hereto, less the amount properly paid by Owner to Contractor.
- D. Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

E. No right of action shall accrue to or for the use of any person or corporation other than the Owner and the heirs, executors, administrators, successors, or assigns of Owner.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Principal and Surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the contract on account of which this bond is given.

The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
TITLE

END OF SECTION

1.1 STANDARD FORM OF GENERAL PROVISIONS

- A. Iowa Statewide Urban Standard Specifications for Public Improvements, Division I, Current Edition with current updates, a manual prepared under the Statewide Urban Design and Specifications (SUDAS) Program shall form the basis for the General Provisions of this Contract. The current SUDAS manual is available online at [www.iowasudas.org](http://www.iowasudas.org).
- B. In the event any discrepancies exist between SUDAS and these specifications, these specifications shall govern.

END OF SECTION

**PART 1 GENERAL****1.1 SCOPE**

- A. Work includes: (1) Milling/scarifying, regrading and compacting certain existing sealcoat streets or portions thereof (which may include asphaltic cement patches); (2) placing additional granular base; and (3) applying single or double sealcoat applications. Work is located on several streets around the City of Washington. Other work items are listed in the Measurement and Payment section.
- B. Contractor's Duties:
1. Provide and pay for: labor, materials, equipment, tools, construction equipment and machinery.
  2. Pay legally required sales, consumers and use taxes, except as otherwise specifically allowed.
  3. Give required notices.
  4. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the work.
  5. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in assigned task.

**1.2 WORK BY OTHERS (SEPARATE CONTRACTORS)**

- A. N/A

**1.3 WORK BY OWNER**

- A. N/A.

**1.4 CONTRACTS**

- A. Construct work under a lump sum and single unit-price contract as shown in Contract.

**1.5 PERMITS**

- A. The Owner will be responsible for applying for, paying all fees and obtaining the following permits if required:
1. Construction Permit(s) from the Iowa Department of Natural Resources (IDNR).
  2. Construction Permit(s) from the US Army Corp of Engineers.
  3. NPDES Storm Water Discharge Permit administered by IDNR.
  4. Utility Construction Permit(s) and Entrance Permit (s) from Iowa Department of Transportation (IDOT).
  5. Utility Construction Permit(s) from County Engineer.
  6. Construction or crossing permit from Railroad including any insurance premiums required by Railroad.
  7. Sanitary Sewer Connection Permit.

- B. The Contractor shall be responsible for applying for, paying all fees and obtaining any other permits including but not limited to:
1. Local building permits.—N/A
  2. Local landscaping or erosion control permits.—N/A
  3. Equipment hauling permits.
  4. Local union permits.

#### 1.7 SCHEDULING OF WORK

- A. TIME IS AN ESSENTIAL CONDITION OF COMPLETION. Each subcontractor shall organize his work in such a way as to be able to enter upon the site at the scheduled date for the start of the Work and shall perform the Work diligently and expeditiously to complete the various phases within the allotted times.

#### 1.8 COMPLETION DATE

- A. All work on this project shall be fully complete and operational by the date stated in the Notice to Bidders.
- B. The Contractor shall schedule his operations in performing the work so as to complete all work on the project by the completion date specified in the "Notice to Bidders" and set forth in the Agreement. The Contractor will be entitled to an extension of the contract completion date only for delays caused by injunction, legal actions, delays in delivery of material and/or equipment required on the project and acts of God. Rain, wind, flood or any other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God. Application for extension of time shall be made by the Contractor to the Owner in writing and shall state reasons for the request for the extension of time. No extension of time shall be valid unless it is requested in writing by the Contractor nor shall an extension of time be valid unless it is given in writing by the Owner.

#### 1.9 LIQUIDATED DAMAGES

- A. Liquidated damages, if applicable, are stated in the Notice to Bidders and set forth in the Contract.

#### 1.10 EXAMINATION OF SITE

- A. It is expected that each contractor and/or subcontractor, before submitting a proposal for Work required under these Contract Documents visit the site, make a thorough examination of conditions, familiarize himself with all existing conditions and all the limitations pertaining to the work herein contemplated.
- B. No additional compensation will be allowed because of any Contractor or Subcontractor's misunderstanding as to the amount of work involved or his lack of knowledge of any of the conditions pertaining to the work based on his neglect or failure to visit or make an examination of the site.
- C. It is also expected that in the event that any of this specification is not clear or in the event there are any discrepancies or changes in conditions, these will be brought to the attention of Garden & Associates, LTD. and the Owner, and a decision in writing will be rendered as soon as possible by Garden & Associates, LTD.

#### 1.11 CONVEYANCE OF OWNERSHIP

- A. N/A

END OF SECTION



**PART 1 GENERAL****1.1 GENERAL**

These Special Conditions make additions, deletions, or revisions to the General Provisions as indicated herein. All provisions which are not so amended or supplemental remain in full force and effect. Terms used in these Special Conditions which are defined in the General Provisions have the meanings assigned to them in the General Provisions.

**1.2 DEFINITIONS**

- A. Whenever the term "Owner" or "City" is used in this specification, it refers to the City of Washington, Iowa.
- B. Whenever the term "Engineer" is used in this specification, it refers to Garden & Associates, LTD 1701 3<sup>rd</sup> Avenue East – Suit 1 P.O. Box 451 Oskaloosa, IA 52577, (641)-672-2526.
- C. The word "approved" as used herein means "approved by Engineer".
- D. "Or equal" means "or approved equal".
- E. "IDOT Section" means a section of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2015 plus the General Supplemental Specification; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions thereto.
- F. "SUDAS" refers to the Statewide Urban Design and Specifications, current edition as of bid date.

**1.3 GUARANTEE OF WORKMANSHIP, MATERIALS AND MAINTENANCE BOND**

- A. All construction shall be guaranteed for a period of two (2) years from the date of final acceptance by the Owner. Surety bonds approved by the Owner shall run for a like period. The Contractor shall repair or replace or cause the subcontractor to repair or replace any defective workmanship or materials, which will be decided by the Owner, and in a manner acceptable to the Owner of such defects. If said repairs or replacements are not done and completed as specified above, the Owner shall cause same to be done and completed as specified above, the Owner shall cause same to be done and the expenses incurred will be charged to the Contractor or his Surety. With the signed contracts, the Contractor shall provide the Owner with a maintenance bond, the length of which will be two (2) years and the coverage shall be for one hundred percent (100%) of the contract price. The time of said coverage for maintenance shall begin on the date of final acceptance by the Owner of the project.
- B. Materials and Workmanship: Unless otherwise stipulated in the specifications, all workmanship and equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their kind respectively, for the purpose intended. At any time during the course of construction, when in the opinion of the Owner, provisions of this contract are being violated by the Contractor or subcontractor, the Owner shall have the right and authority to order all construction to cease until said violation is corrected.

**1.4 SALVAGE RIGHTS**

- A. Unless specifically noted on the plans or specified herein, all items to be abandoned, removed or replaced shall become the property of the Contractor. Contractor shall be responsible for disposal or removal.

1.5 TESTS AND INSPECTIONS

The Contractor shall perform proof-rolling to confirm adequate compaction of reconstructed road sections greater than 50 feet long. Follow Iowa DOT Standard Specifications, Section 2115 for Modified Subbase or as adjusted by the Engineer. A City inspector, designated by the City's Engineering Technician, shall be present during the work, if one is available.

1.6 CONSTRUCTION STAKING

Section is not applicable.

1.7 CONTRACTOR'S USE OF PREMISES

- A. All improvements will be constructed on Owner's property, public right-of-way or on easements secured by Owner.
- B. Contractor shall confine his operations at the site to the project limits or temporary construction easements as shown or specified.
- C. Do not unreasonably encumber the site with materials and equipment. Maintain access to the site at all times for emergency vehicles.
- D. Assume full responsibility for protection and safekeeping of materials stored on the site.
- E. Contractor shall provide his own utilities on site including water, electric, phone and proper sanitary facilities.

1.8 CLEANING UP

- A. Contractor shall maintain the premises free from accumulation of waste materials or rubbish caused by his work. At the completion of his work, he shall restore all areas to original or better condition, including streets, drives, sidewalks, parking areas and lawns.

1.9 SHOP DRAWINGS AND SUBMITTALS

Section is not applicable.

1.10 HISTORICAL OR ARCHAEOLOGICAL DISCOVERY

Section is not applicable.

1.11 SHIPMENT OF MATERIALS

- A. Proper shop drawing submittal and review must be accomplished prior to delivery of any materials to the site. Before making any shipment of materials to the project site, the contractor or subcontractor shall determine whether the project site is suitable to receive the shipment. If site is not suitable for storage materials shall be properly stored elsewhere at the expense of the contractor or subcontractor with adequate insurance coverage provided for all off-site storage.

1.12 SUBCONTRACTORS

- A. Prior to commencing any work the Contractor shall notify the Engineering Technician and Owner of the names of the subcontractors proposed and shall not employ any subcontractor that the Owner objects to as incompetent or unfit to do the work either in materials or workmanship. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and anyone employed directly or indirectly by him or them and

this contract obligation shall be in addition to the liability imposed by law upon the Contractor. Nothing contained in the Contract Documents shall create any contractual ties between the subcontractor and the Owner. The Contractor shall have, at all times, a competent superintendent on the job site who can act in his stead in any case of disagreement between the subcontractor and the Owner.

#### 1.13 UTILITY APPURTENANCES

- A. Appropriate utility companies shall be given sufficient notice to locate and mark appurtenances which might be uncovered or damaged by construction. Any damage to appurtenances subsequently located shall be repaired to the satisfaction of the utility company and Engineering Technician at the Contractor's expense. This includes areas adjacent to the project limits which may be disturbed or traveled upon in the process of construction.

#### 1.14 CONTRACT TERMINATION AND SUSPENSION OF WORK

- A. The provisions of the law as contained in HF288, an act to provide for termination of contractors for construction of public improvements when construction of work thereon is stopped because of a national emergency, shall apply to and be a part of this contract and shall be binding upon all parties hereto, including subcontractors and sureties upon any bond given or filed in connection herewith.
- B. Upon seven days' written notice to Contractor and Engineering Technician, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.
- C. Owner may, at any time without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineering Technician which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, as agreed to by both parties.
- D. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or other public authority, then Contractor may, upon seven days' written notice to Owner and Engineering Technician, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses.

#### 1.15 INSURANCE COVERAGE

- A. The Contractor or any subcontractor shall not commence work under this contract until they have obtained all insurance required in the Contract Documents or such insurance as required by the Owner. Said insurance shall remain in effect until the project is complete.
- B. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Workers' Compensation: See SUDAS Standard Specifications.
  - 2. Commercial General Liability:
    - a. Limits: See SUDAS Standard Specifications.
    - b. The Contractor's General Liability and Automobile Liability insurance policy shall be endorsed to add the as additional insured.

3. Automobile Liability: See SUDAS Standard Specifications.
  4. Umbrella form excess liability coverage may be utilized to reach or exceed any of the limits defined above.
- C. Property Insurance: See SUDAS Standard Specifications.
- D. Certificate of Insurance: See SUDAS Standard Specifications.

1.16 MODIFIED DRAWINGS

Section is not applicable.

END OF SECTION

**PART 1 GENERAL****1.1 BID PRICES**

- A. The contract unit prices for the various bid items of the Contract shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "Furnish and Place".
- B. Quantities and measurements indicated in the Bid Form are for contract purposes only. Actual quantities and measurements supplied or placed in the Work and approved by the Engineering Technician shall determine payment.
- C. Unless specifically noted as a bid item in the Form of Proposal, all other work which must be performed to complete the project shall be considered as "Incidental Work" and the cost of such work (including furnishing and installing materials) shall be included in the unit prices of items of work.

**1.2 MEASUREMENT**

- A. The determination of pay quantities of work performed under the Contract will be made by the Engineering Technician based upon the lines, grades and cross sections given, or measurements made by him or his assistants. All items will be computed in the units in the proposal.

**1.3 PAYMENT**

- A. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraces under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner for all risks of every description connected with all prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the plans and specifications.
- B. Payment will be made at the current unit prices listed in the bid.
- C. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work or stockpiled as provided herein.
- D. The Contractor shall submit his Application for Payment to the Engineering Technician during the last week of the month. Engineering Technician shall review and revise as appropriate. Engineering Technician shall then submit application for payment to Owner.
- E. The Application of Payment shall be made on the Pay Estimate form provided by the Engineering Technician.
- F. The Application for Payment shall be based on the valuation of the Work completed and materials delivered and suitably stored at the site as of the last day of the month.
- G. No payment will be made on account of materials and stored at off site locations without the Owner's prior written approval to such payment. Such approval shall contain procedures to establish the Owner's title to and protect the Owner's interest in the materials and equipment including insurance, designate a location for storage, and provide for protection and

transportation to the site. The Contractor shall submit such data substantiating his right to payment as the Owner/Engineering Technician may require.

- H. To insure the proper performance of the contract, the Owner will retain 5% of the amount due the Contractor on account of progress payments. Such retainage will be retained by the Owner until final payment.
- I. Application for payment recommended to be paid by Engineering Technician shall be submitted to Owner and shall be paid within the next calendar month.
- J. When the Engineering Technician has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, the contractor shall prepare and submit his final Application for Payment to the Engineering Technician together with lien waivers, sales and use tax statements and other required submittals.

#### 1.4 EXTRA WORK

- A. Extra work ordered by the Owner, of a quality or class not covered by the contract and its unit prices, will be paid for at an agreed price. The Owner and Contractor shall enter into a written agreement before such work is undertaken.

#### 1.5 WORK ITEMS

- A. Specific measurement and payment descriptions are detailed in each section of the specification for the type of work involved.
- B. The following work items are considered incidental to the project unless there is a specific bid item for the work. Their costs shall be included in unit prices developed by the Bidder. This list is intended to assist the Contractor in delineating incidental work, but is not all inclusive.
  - 1. Verify location and exposing existing utilities in advance to avoid pipe conflicts, location of service lines, etc.
  - 2. Disposing of construction rubble, concrete, asphalt, trees and all other excess excavated material.
  - 3. All structure or pipeline excavation, backfilling and compaction.
  - 4. Cleanup of site and disposal of construction materials upon completion of project.
  - 5. Flagmen for traffic control and notifications to adjoining property owners of temporary street closings.
  - 6. Coordination time while shutting down utility services or temporarily closing a portion of any street or driveway.
  - 7. Proof-rolling and compaction of subgrade before placement of surface material.

END OF SECTION

**PART 1 GENERAL****1.1 SCOPE**

- A. This section covers installation, operation and maintenance of temporary traffic control signals, signs and/or barricades during construction to protect construction and provide safety to the general public.
- B. The Contractor shall be responsible for all traffic control and devices either vehicular or pedestrian and shall provide, erect and maintain all devices throughout the course of the project.
- C. Proper traffic control devices shall be erected wherever a need exists and wherever pavements, streets, alleys and/or walks have been excavated or worked upon in such a manner as to constitute a hazard to the normal flow of vehicular and/or pedestrian travel.
- D. Any work which will require a street detour or closure shall require an approved traffic control plan approved by the Iowa DOT, County Engineer, or Engineering Technician as required by any construction permits obtained.

**PART 2 PRODUCTS****2.1 MATERIALS**

- A. Warning signs. Meeting IDOT 2528.02
- B. Flashing Lights. Meeting IDOT 2528.06
- C. Traffic Safety Cones. Safety orange in color with reflector strips. Cone heights minimum 18".
- D. Safety Fencing. Safety orange in color. Four (4) feet tall. Mesh construction.
- E. Flaggers. Meeting IDOT 2528.10
- F. All barricades, fencing, signs, etc. shall be properly secured or weighted to prevent displacement.

**PART 3 EXECUTION****3.1 ROAD CLOSURES OR DETOURS**

- A. Provide proper traffic control for temporary road closings or road detours as outlined in plans, detailed in construction permits, or directed by governing agencies.
- B. Traffic control shall conform to layouts contained in IDOT Supplemental Specification 5055 and the Manual on Uniform Traffic Control Devices by U.S. Department of Transportation Federal Highway Administration and applicable updates thereto.
- C. The Contractor may not use the signs and barricades of the Owner.
- D. All traffic control signing shall be erected and in place before any work can begin. Contractor shall notify all agencies identified in construction permits which involve traffic related construction.

### 3.2 OPEN EXCAVATIONS

- A. All trenches, holes, open excavations shall be fenced off entirely at the end of each work day.
- B. If excavations are left open in areas where after hour pedestrian traffic may be possible, fencing shall be accompanied by flashing amber light barricades.
- C. Open excavation near traffic areas shall have construction equipment parked in such a manner to prevent accidental driving of vehicles by the public through safety fencing and flashing barricades.
- D. Contractor shall maintain all traffic control devices in properly working order during construction. It is the responsibility of the Contractor to properly barricade or fence off areas during construction, however the Owner and/or Engineering Technician or governing agency may instruct the Contractor to add additional traffic control devices or correct deficiencies. Failure by the Contractor to comply shall be cause to halt construction until such deficiencies are corrected.
- E. Property owners shall have access to their driveways at the end of each days work.

### 3.3 SPECIFIC ROAD CLOSURES

- A. See list in the appendix.

### 3.4 HOURS OF OPERATION

- A. Begin no earlier than 7:00 a.m. Finish no later than sunset.

END OF SECTION



**PART 1 GENERAL****1.1 SCOPE**

- A. This section covers the materials and construction of bituminous sealcoating for new road construction or recoating existing roadways.
- B. Bituminous sealcoats shall consist of surface preparation and one or more applications of binder bitumen, with one or more successive applications of cover aggregate. Construction and materials shall be in accordance with Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2015 plus the General Supplemental Specification; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions thereto.

**1.2 MEASUREMENT AND PAYMENT**

Sealcoating will be measured and paid for in square yards for surface preparation (new roads) in gallons for prime coat and binder and in tons for all aggregate. Unit Prices shall include all brooming, grading, materials, rolling and bleeding control.

**1.3 RELATED WORK SPECIFIED ELSEWHERE**

Not applicable.

**1.4 TRAFFIC CONTROL**

- A. Sealcoating shall be performed on surfaces closed to traffic unless specified otherwise in the contract documents. The Contractor shall provide all proper signs and barricades necessary for public protection.
- B. The Contractor shall restore to an acceptable condition any portion of the roadway disturbed by his construction operations. After the cover coat has been spread, smoothed and rolled, the road may be opened to traffic.

**PART 2 PRODUCTS****2.1 MATERIALS**

- A. Materials used in bituminous sealcoat work shall comply with the following requirements:
  - 1. Cover Aggregate: The cover aggregate shall be a washed aggregate and shall be composed of hard durable gravel, crushed stone, or mixture, with abrasion loss by AASHTO96 Method C, not exceeding 40%. Gradation shall be in accordance with IDOT Section 4109 Gradation No. 21 (3/8" aggregate).
  - 2. Binder Bitumen: The binder bitumen used shall be Cationic Emulsion CRS-2 meeting ASTM D 2397 or cut back asphalt MC 800 or MC 3000, complying with requirements of AASHTO M82 and IDOT Sections 2307.02 and 4138.
  - 3. Primer Bitumen: The primer bitumen or tack coat shall be MC 70 per IDOT 2302.02. The Contractor shall not manufacture tack coat from other products, such as by combining MC 3000 and diesel fuel, without prior approval of the Engineer.

4. Granular Surface: Surface repair aggregate meeting IDOT Section 4120.03 Gradation No. 10 Class "C" gravel, ¾" gravel.

## 2.2 EQUIPMENT

- A. The equipment used shall be of types approved by the Engineering Technician and shall meet the requirements of IDOT Section 2307.03.

# PART 3 EXECUTION

## 3.1 CONSTRUCTION

- A. All construction shall follow IDOT Section 2307.04. The rates of application for binder bitumen and cover aggregate shown in succeeding paragraphs are approximate and may be varied as found desirable on the basis of laboratory or field tests for any project.

1. Preparation of Existing Surface

- A. Existing Gravel Roads:

1. Add aggregate to existing surface as necessary to obtain a minimum depth of 4".
2. Scarify the top 4" gravel road bed or as directed by the Engineering Technician.
3. Add 6% emulsion to scarified roadbed to obtain a 4% residue content and blade to mix to a uniformed mixture.
4. Compact to not less than 95% as determined in accordance with the Standard Proctor Density
5. Surface shall be allowed to cure for a minimum of 24 hours.

- B. Existing Seal Coat Roads:

1. Immediately prior to application of bitumen Contractor shall clean entire surface to be treated.

- C. Existing Seal Coat Roads to have Surface Correction:

1. Scarify existing surface by milling, diskings, and/or blading until surface is sufficiently pulverized. Road segments longer than 50 feet long shall be scarified deep enough to provide a smooth finished roadway without dips and bumps.
  2. Shape to new cross section with proper crown.
  3. Add additional aggregate or asphalt millings as directed and roll.
2. Primer Coat (existing gravel roads only or scarified existing seal coat roads) – Apply MC-70 primer at rate of 0.20 gallon per square yard.
  3. First Sealcoat - 0.35 gallon per square yard of binder bitumen and 30 pounds of cover aggregate per square yard.
  4. Rolling - Roll first course within 30 minutes of aggregate spreading. Minimum of five (5) passes.

5. Second Sealcoat (if indicated on plan) - 0.30 gallon per square yard of binder bitumen and 25 pounds of cover aggregate per square yard.
6. Heating of Materials - Heat to temperatures as shown in IDOT 2307.04.
7. Bleeding – If bleeding occurs during construction cover area with clean sand and roll.

### 3.3 PROTECTION OF ADJOINING PROPERTY

- A. The Contractor shall protect adjoining property from drifting of bituminous mist. New pavements and sidewalks shall be protected from spray and splatter by covering. The Contractor will be required to clean up all spills, splatters and mist drift.

END OF SECTION

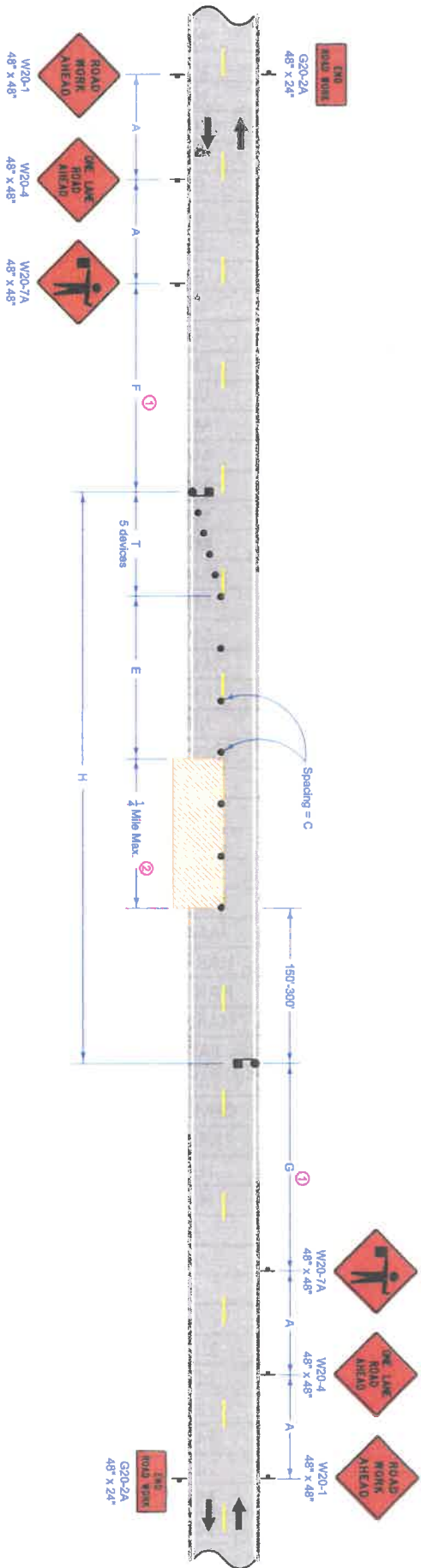
APPENDIX

List of Streets

Iowa Department of Transportation  
Standard Road Plan

## 2022 Sealcoat Project - List of Streets

| SECTION # | NAME        | LOCATION              |
|-----------|-------------|-----------------------|
| 28        | 14TH ST     | 7TH AVE : 8TH AVE     |
| 63        | 10TH ST     | 6TH AVE : 7TH AVE     |
| 64        | 10TH ST     | 7TH AVE : 8TH AVE     |
| 68        | 9TH ST      | 5TH AVE : 6TH AVE     |
| 70        | 9TH ST      | 7TH AVE : 8TH AVE     |
| 105       | 6TH ST      | D AVE : C AVE         |
| 108       | 6TH ST      | MARION: IOWA          |
| 113       | 6TH ST      | 5TH AVE : 6TH AVE     |
| 114       | 6TH ST      | 6TH AVE : 7TH AVE     |
| 161       | 3RD ST      | H AVE : +300LF        |
| 162       | 3RD ST      | 300LF : F AVE         |
| 212       | MAIN ST     | HWY 92 : +300LF       |
| 213       | MAIN ST     | +300LF : +600LF       |
| 214       | MAIN ST     | +600LF : +900LF       |
| 215       | MAIN ST     | +900LF : +1200LF      |
| 216       | MAIN ST     | +1200LF : +1500LF     |
| 217       | MAIN ST     | +1500LF : RR TRACKS   |
| 218       | MAIN ST     | RR TRACKS : +300LF    |
| 219       | MAIN ST     | +300LF : +600LF       |
| 220       | MAIN ST     | +600LF : +900LF       |
| 221       | MAIN ST     | +900LF : +1200LF      |
| 222       | MAIN ST     | +1200LF : +1500LF     |
| 223       | MAIN ST     | +1500LF : H AVE       |
| 338       | MONROE ST   | 4TH AVE : 6TH AVE     |
| 339       | ADAMS ST    | F AVE : E AVE         |
| 340       | ADAMS ST    | E AVE : D AVE         |
| 341       | ADAMS ST    | D AVE : C AVE         |
| 342       | ADAMS ST    | C AVE : B AVE         |
| 353       | JACKSON ST  | MARION: IOWA          |
| 354       | JACKSON ST  | IOWA: 2ND AVE         |
| 386       | HARRISON ST | 12TH AVE : 13TH AVE   |
| 387       | HARRISON ST | 13TH AVE : 14TH AVE   |
| 388       | HARRISON ST | 14TH AVE : 15TH AVE   |
| 394       | TAYLOR ST   | 12TH AVE : 13TH AVE   |
| 395       | TAYLOR ST   | 13TH AVE : 14TH AVE   |
| 414       | CEMETARY ST | W OF CEM. PARKING     |
| 415       | PARKING LOT | CEMETARY OFFICE AREA  |
| 491       | N. AVE H    | 3RD ST : 2ND ST       |
| 492       | N. AVE H    | 2ND ST : MAIN ST      |
| 518       | AVE E       | LINCOLN : +300LF      |
| 519       | AVE E       | +300LF : +600LF       |
| 520       | AVE E       | +600LF : CITY LIMITS  |
| 538       | AVE C       | 7TH ST : 6TH ST       |
| 819       | 10TH AVE    | 3RD ST : 2ND ST       |
| 829       | 11TH AVE    | 2ND ST : MAIN ST      |
| 849       | 12TH AVE    | ADAMS : +300LF        |
| 865       | 14TH AVE    | MAIN : WASHINGTON     |
| 866       | 14TH AVE    | WASHINGTON : +300LF   |
| 867       | 14TH AVE    | +300LF : +600LF       |
| 871       | 14TH AVE    | HARRISON : TAYLOR     |
| 895       | PARK        | DOG PARK LANE/LOT     |
| 897       | ALLEY       | N 5TH/N 6TH:300 BLOCK |



**LEGEND**

- Traffic Sign
- Flagger
- 42" Channelizer
- Work Area
- Direction of Traffic

| SPEED LIMIT (mph) | A    | C    | E         | F and G Range | F + G Max. | H Max. | T    |
|-------------------|------|------|-----------|---------------|------------|--------|------|
| 35 or less        | 250' | 40'  | 0'-200'   | 500'-3000'    | 3500'      | 2000'  | 50'  |
| 40 - 45           | 350' | 80'  | 0'-200'   | 700'-3000'    | 3700'      | 2000'  | 100' |
| 50 or greater     | 500' | 100' | 200'-300' | 1000'-3000'   | 4000'      | 2000'  | 100' |

- ① Keep F and G distances as near to minimum values as work permits. However, to allow advancement of the work area without moving signs, F and G distances may be varied within the limits of the table. Maximum movement can be achieved by setting one F or G value at the minimum and the other value at its maximum.
- ② If length of work area exceeds 1/4 mile, use TC-214.

Possible Contract Items:  
 Flaggers  
 Traffic Control

**Iowa Department of Transportation**

**STANDARD ROAD PLAN**

**TC-213**

REVISIONS: Removed "Vertical Panel" from 42" Channelizer in Legend.

APPROVED BY DESIGN/INTEGRATION ENGINEERS

3 04-17-12

SHEET 1 of 1

**LANE CLOSURE WITH FLAGGERS**

**Informal Notice Mailing List  
2022 Sealcoat Project  
Washington, Iowa**

| <i>Company</i>                                | <i>Address 1</i>                | <i>Address 2</i> | <i>City, State, Zip</i> | <i>Phone</i> | <i>Fax</i>   | <i>Email</i>                                                           |
|-----------------------------------------------|---------------------------------|------------------|-------------------------|--------------|--------------|------------------------------------------------------------------------|
| Aspro, Inc.                                   |                                 | P.O. Box 2620    | Waterloo, IA 50704      |              | 319-232-6539 |                                                                        |
| Asphalt Paving Association of IA              | 7611 Douglas Avenue, #24        |                  | Urbandale, IA 50322     | 515-233-0015 | 515-233-0017 | <a href="mailto:apal@apal.net">apal@apal.net</a>                       |
| Cessford Construction Co.                     | 3808 Old Highway 61             |                  | Burlington, IA 52601    | 319-753-2297 | 319-753-0926 |                                                                        |
| Des Moines Asphalt & Paving Company           | 2401 SE Tones Drive, Ste 13     |                  | Ankeny, IA 50021        | 515-262-8296 | 515-262-5813 | <a href="http://www.desmoinesasphalt.com">www.desmoinesasphalt.com</a> |
| Grimes Asphalt & Paving Company               | 5550 NE 22nd St.                | P.O. Box 3374    | Des Moines, IA 50316    | 515-986-3649 | 515-266-9857 |                                                                        |
| Hansen Asphalt                                | PO Box 1668                     |                  | Iowa City, IA 52244     | 319-321-5998 | 319-248-2916 | <a href="mailto:clint@hansenasphalt.com">clint@hansenasphalt.com</a>   |
| Henningsen Construction, Inc.                 | 1407 SW 7th Street              |                  | Atlantic, IA 50022      | 712-243-4955 | 712-243-6521 |                                                                        |
| LL Pelling, Co.                               | 1425 W. Penn St.                | P.O. Box 230     | North Liberty, IA 52317 | 319-626-4600 | 319-626-4605 |                                                                        |
| Lejas Corporation                             | 6202 S. Maple Avenue, Ste. 127  |                  | Tempe, AZ 85283         | 480-775-1152 |              |                                                                        |
| Manatt's Inc.                                 | 1775 Old 6 Road                 | P.O. Box 535     | Brooklyn, IA 52211      | 641-522-9206 | 641-522-5594 | <a href="mailto:jasons@manatts.com">jasons@manatts.com</a>             |
| Manatt's Inc. - Eastern Iowa Asphalt Division | 1425 N. Washington Blvd.        |                  | Comanche, IA 52730      | 563-259-8311 | 563-259-1378 |                                                                        |
| Master Builders                               | 221 Park Street                 |                  | Des Moines, IA 50309    | 515-288-8904 | 515-288-2617 | <a href="mailto:cadams@mbionline.com">cadams@mbionline.com</a>         |
| Norris Asphalt Paving Company                 | 14242 Terminal Ave              | P.O. Box 695     | Ottumwa, IA 52501       | 641-682-3427 | 641-682-7981 | <a href="mailto:stevel@norrisaspha">stevel@norrisaspha</a>             |
| Pro-Paving LLC                                | 624 Angular Street              |                  | Burlington, IA 52601    | 319-316-2032 |              |                                                                        |
| Reed Construction Data                        | 30 Technology Pkwy S., Ste. 100 |                  | Norcross, GA 30092      | 770-417-4000 | 800-424-3996 |                                                                        |
| Shamrock Construction Co.                     | 1205 1st Avenue                 |                  | Coralville, IA 52240    | 319-354-6969 | 319-338-8510 |                                                                        |

*Jaron P. Rosien, Mayor  
Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director  
Sally Y. Hart, City Clerk  
Kevin Olson, City Attorney*



*City of Washington  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
(319) 653-5273 Fax*

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## **Memorandum**

June 16, 2022

To: Mayor & City Council

From: Sally Y. Hart  
City Clerk

Re: 321 South Iowa Avenue Historic Property Demolition Form

The Historic Property Demolition Form for 321 South Iowa Avenue (the Captain's Table) has been submitted. Attached is the form and other documents associated with the property.

The Historic Preservation Commission is reviewing the item at their meeting on Monday. An update will be provided to council Monday evening following the Historic Preservation Commission's meeting and will include the commission's recommendation and an accompanying resolution for council to review.



Applicant name Jeff Hezelett

Application Date 4/9/22

The City of Washington, Iowa  
**Historic Property Demolition Form**  
Site Information

Location address: 321 S. Iowa Ave. Washington, IA.  
Building(s)/Structure(s) to be demolished: 1  
Property owner: KAT, LLC Phone: 319-461-4810  
Owner's address: 107 S. Marion Ave. Washington, IA.  
Contractor for demolition: DeLong Construction Phone: 319-653-3334  
Contractor's address: 1320 North 8th Ave. Washington, IA.

**Utilities**

**The undersigned agrees to contact the City of Washington for inspection of all of the utility disconnects checked below, before a permit is issued.**

Electric + Gas-Applicant must contact Alliant Utilities for disconnection.  
Alliant contact person: \_\_\_\_\_ phone: \_\_\_\_\_

Water & sewer Contractor: \_\_\_\_\_  
Inspected by City representative: \_\_\_\_\_

Applicant is also responsible for notifying the telephone and cable companies for disconnections.

**Hazardous Materials**

List any hazardous materials known to be on site i.e. Asbestos, underground tanks, mercury (thermostats), lead, ballasts, etc. Asbestos Analysis attached.  
Report sent to IDNR (Tom Wehr) on 4/7/22

If there are any hazardous materials, describe abatement plans and contractor.

\_\_\_\_\_  
\_\_\_\_\_

(Use a separate sheet if needed.)  
Questions regarding hazardous materials should be made to the Building Department, the IDNR at 319-653-2135 or SEMCO at 1-319-456-6171.

**Solid Waste Disposal/Recycle**

\_\_\_\_\_

Square footage of area being demolished Appx 4,295 # of stories 2  
 Total square footage Appx 5,897

Estimated amount of materials to be buried in land fill: 50 %  
 Landfill to be used: SEMCO

Estimated amount to be used as fill materials: 50 %  
 Location of fill site: DeLong Farm 230<sup>th</sup> St / Lexington Blvd

Estimated amount to be reused or recycled: 0 %  
 Name and location of recycler: N/A

= 100%

You will be required to provide receipts documenting the amount of materials sent to an approved landfill.

**Economic Information**

**Estimate of Demolition Costs:**  
*\* DeLong estimate is attached*

Estimated Disposal fee: \_\_\_\_\_  
 Termination of Utilities fee: \_\_\_\_\_  
 Equipment Rental fee: \_\_\_\_\_  
 Safety Fencing fee: \_\_\_\_\_  
 Asbestos Abatement fee: \_\_\_\_\_  
 Additional Demolition fee(s): \_\_\_\_\_

TOTAL ESTIMATED DEMOLITION COSTS: \$39,800 =

**Estimated Market Value** (prepared by a real estate appraiser) of the property:

1. Current condition of property and building: \$65,000 =
2. After completion of the proposed demolition: \$65,000 =
3. After rehabilitation of the existing property for continued use: N/A

Real Estate Appraiser Name: Jeff Hazlett Phone: 319-461-4810  
 Appraiser's address: 107 S. Marion Ave Washington, IA 52353

**Estimate of a construction professional**, experienced in rehabilitation, as to the costs to rehabilitate or reuse the existing building on the property: \$1.5 to \$2 million

Construction Professional Name: USP Engineering Phone: 319-656-6036  
 Professional's address: 2570 Holiday Rd Coraopolis, IA 52241

**Additional Information**

(attach to application any or all of these items **if specifically requested** by the City Council or Historic Preservation Commission)

Included

1. A report from a licensed structural engineer or architect with experience in rehabilitation as to the structural soundness of any buildings and their suitability for rehabilitation.
2. Information regarding the current economic viability of the building.
3. Information regarding the potential economic viability of the building, such as a statement in regard to applicant's efforts to obtain financing, tax incentives, preservation grants and other incentives sufficient to allow the applicant to earn a reasonable economic return from the property in its current condition, and after rehabilitation of the existing property for continued use.
4. Evidence showing the applicant's efforts in ongoing maintenance and repair.
5. The owner's proposed plans for reuse of the property.

Chamber  
2 yrs

N/A

Note: The Commission may request access to the inside of the building from the owner.

**The IDNR must be notified if the demolition or renovation is a use that will be anything other than a single family residence use. Call 1-515-281-8443 for more information or go online: [www.iowadnr.com](http://www.iowadnr.com)**

Signature of Owner or Authorized Agent: Jeff Hagitt

Date: 6-9-22

TO BE COMPLETED BY HISTORIC PRESERVATION COMMISSION

Date Complete Form Received: \_\_\_\_\_

The City of Washington Historic Preservation Commission recommends:

Approval     Denial

of this Historic Property Demolition Request for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_

TO BE COMPLETED BY BUILDING OFFICIAL

Approved by City Official: \_\_\_\_\_

Date: \_\_\_\_\_

Permit # \_\_\_\_\_

Start date \_\_\_\_\_

Completion date \_\_\_\_\_

Pictures: \_\_\_\_\_



"Our Business is Earth Moving, Our Quality is World Class"

An EEO/AA Employer

1320 North 8<sup>th</sup> Avenue  
PO Box 488  
Washington, Iowa 52353

Ph: 319-653-3334  
F: 319-653-3351  
[www.delonginc.com](http://www.delonginc.com)

An Iowa DOT Certified DBE / WBE Contractor

February 7, 2022  
Captain's Table Site Demolition - Complete  
Washington, IA

DeLong Construction, Inc. is pleased to provide a quote for the above project current information available.

**SITE DEMOLITION**

**\$39,800**

**THIS WORK INCLUDES:**

- Filing Iowa DNR Demolition Notice & Permit
  - ✓ *Note that asbestos survey showing no abatement necessary or verification that abatement has been completed is required to complete the permit*
- Traffic control & signage
- Cap & abandon existing water & sanitary connections
- Removal of all trees, pavement, retaining walls, etc. outside building footprint
- Removal of entire building structure, including all footings & foundation below grade
- Finish grading to uniform elevation & final cleanup of site
  - ✓ *No import of fill is included. It is assumed DeLong will grade and "clean up" site with existing fill available onsite after demolition is complete*

**EXCLUSIONS:**

- ✓ Asbestos notification, inspection or abatement as required prior to demolition
- ✓ Private utility locates. DeLong responsible for Iowa OneCall only
- ✓ Seed, fertilizer or straw mulch of site after demolition. Assume site construction to begin directly after demolition.
- ✓ Electric or gas disconnection. Assume this has already occurred prior to demolition.

**NOTES:**

DeLong will attempt to leave existing sidewalks adjacent to streets at back of curb in place, however DeLong is not responsible for any damage or replacement of these sidewalks due to demolition practices.

Quote is good for 30 days.

If you have questions or need additional information, please let me know. We appreciate the opportunity to quote you on this project.

Sincerely,

Kyle Johnson  
Estimator  
DeLong Construction, Inc.

Re: Fw: FW: Captain's Table Sample Results

Wuehr, Tom <tom.wuehr@dnr.iowa.gov>

Thu 4/7/2022 12:21 PM

To: Jeff Hazelett <JeffHsellsrealestate@hotmail.com>

Thank you, Jeff  
Greatly appreciated!

Tom Wuehr

On Thu, Apr 7, 2022 at 12:11 PM Jeff Hazelett <JeffHsellsrealestate@hotmail.com> wrote:

Tom,

thank you for the call today. Attached is the report you requested.

Thanks Jeff



Jeff Hazelett  
Broker Associate  
Elliott Realty Group  
107 South Marion Ave.  
Washington, Iowa 52353  
Cell 319-461-4810



**IOWA DEPARTMENT OF NATURAL RESOURCES**  
Leading Iowans in Caring for Our Natural Resources



**RYAN STOUER**

Environmental Specialist Senior  
Field Services and Compliance Bureau  
P 319-653-2136 | F 319-653-2856  
C 319-461-5090  
ryan.stouder@dnr.iowa.gov  
[www.iowa.dnr.gov](http://www.iowa.dnr.gov)

Field Office 6, 1023 W Madison St., Washington, IA 52353-1623



[www.iowadnr.gov](http://www.iowadnr.gov)

**Tom Wuehr** Asbestos  
NESHAP Coordinator  
Air Quality Bureau  
*Iowa Department of  
Natural Resources*  
P: 515-725-9576  
[tom.wuehr@dnr.iowa.gov](mailto:tom.wuehr@dnr.iowa.gov)  
502 E. 9th Street, Des  
Moines, IA 50319



# EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162  
Tel/Fax: (773) 313-0099 / (773) 313-0139  
<http://www.EMSL.com> / [chicagolab@emsl.com](mailto:chicagolab@emsl.com)

**EMSL Order:** 261804278  
**Customer ID:** IOWA51  
**Customer PO:** 1802148  
**Project ID:**

**Attention:** James Zimmer  
Iowa Illinois Taylor Insulation  
3205 West 76th Street  
Davenport, IA 52806

**Phone:** (563) 391-8100  
**Fax:** (563) 823-2055  
**Received Date:** 05/02/2018 9:40 AM  
**Analysis Date:** 05/05/2018 - 05/07/2018  
**Collected Date:** 04/30/2018

**Project:** Captain's Table Bldg.

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

| Sample                    | Description                                                       | Appearance                           | Non-Asbestos                   |                                        | Asbestos % Type |
|---------------------------|-------------------------------------------------------------------|--------------------------------------|--------------------------------|----------------------------------------|-----------------|
|                           |                                                                   |                                      | % Fibrous                      | % Non-Fibrous                          |                 |
| 001WG1<br>261804278-0001  | House Attic Window - White Window Glazing                         | White Non-Fibrous Homogeneous        |                                | 100% Non-fibrous (Other)               | None Detected   |
| 002WG2<br>261804278-0002  | House 2nd Floor East Window - White Window Glazing                | White Non-Fibrous Homogeneous        |                                | 100% Non-fibrous (Other)               | None Detected   |
| 003WG3<br>261804278-0003  | House 2nd Floor West Window - White Window Glazing                | White Non-Fibrous Homogeneous        |                                | 100% Non-fibrous (Other)               | None Detected   |
| 004CJC1<br>261804278-0004 | House Attic Ceiling - White Joint Compound                        | White Non-Fibrous Homogeneous        |                                | 97% Non-fibrous (Other)                | 3% Chrysotile   |
| 005CB1<br>261804278-0005  | House Attic Ceiling - White Board                                 | White Fibrous Homogeneous            | 60% Cellulose                  | 30% Perlite<br>10% Non-fibrous (Other) | None Detected   |
| 006TP1<br>261804278-0006  | House 2nd Floor Kitchen Floor - Black Tar Paper                   | Brown/Black Fibrous Homogeneous      | 95% Cellulose                  | 5% Non-fibrous (Other)                 | None Detected   |
| 007CTX1<br>261804278-0007 | House 2nd Floor NW Dining Ceiling - White Ceiling Texture         | White Non-Fibrous Homogeneous        |                                | 100% Non-fibrous (Other)               | <1% Chrysotile  |
| 008CT1<br>261804278-0008  | House 2nd Floor NW Kitchen Ceiling - White 12" x 12" Ceiling Tile | White Fibrous Homogeneous            | 60% Cellulose<br>10% Min. Wool | 20% Perlite<br>10% Non-fibrous (Other) | None Detected   |
| 009PL1<br>261804278-0009  | House 2nd Floor NW Kitchen Ceiling - Grey Plaster                 | Gray Non-Fibrous Homogeneous         |                                | 100% Non-fibrous (Other)               | None Detected   |
| 010PSC1<br>261804278-0010 | House 2nd Floor NW Kitchen Ceiling - White Plaster Skim Coat      | White Non-Fibrous Homogeneous        |                                | 100% Non-fibrous (Other)               | None Detected   |
| 011PL2<br>261804278-0011  | House 2nd Floor Hallway Wall - Grey Plaster                       | White Non-Fibrous Homogeneous        |                                | 100% Non-fibrous (Other)               | None Detected   |
| 012PSC2<br>261804278-0012 | House 2nd Floor Hallway Wall - White Plaster Skim Coat            | White Non-Fibrous Homogeneous        |                                | 100% Non-fibrous (Other)               | None Detected   |
| 015RS1<br>261804278-0013  | House East Porch Roof - Grey Roof Sealant                         | Black Non-Fibrous Homogeneous        | 20% Cellulose                  | 80% Non-fibrous (Other)                | None Detected   |
| 016RF1<br>261804278-0014  | House East Porch Roof - Grey & Black Roof Field                   | Black/Silver Non-Fibrous Homogeneous |                                | 100% Non-fibrous (Other)               | None Detected   |
| 017RS2<br>261804278-0015  | House East Porch Roof - Grey Roof Sealant                         | Black Non-Fibrous Homogeneous        | 20% Cellulose                  | 80% Non-fibrous (Other)                | None Detected   |

Initial report from: 05/07/2018 13:18:54



# EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162  
Tel/Fax: (773) 313-0099 / (773) 313-0139  
<http://www.EMSL.com> / [chicago@emsl.com](mailto:chicago@emsl.com)

EMSL Order: 261804278  
Customer ID: IOWA51  
Customer PO: 1802148  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

| Sample                                   | Description                                                                   | Appearance                                 | Non-Asbestos  |                                        | Asbestos                     |
|------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------|---------------|----------------------------------------|------------------------------|
|                                          |                                                                               |                                            | % Fibrous     | % Non-Fibrous                          | % Type                       |
| 018RF2<br>261804278-0018                 | House East Porch<br>Roof - Grey & Black<br>Roof Field                         | Black<br>Non-Fibrous<br>Homogeneous        |               | 100% Non-fibrous (Other)               | None Detected                |
| 019RS3<br>261804278-0017                 | House South Porch<br>Roof - Grey Roof<br>Sealant                              | Black/Silver<br>Non-Fibrous<br>Homogeneous |               | 96% Non-fibrous (Other)                | 4% Chrysotile                |
| <i>Sample not homogenous with group.</i> |                                                                               |                                            |               |                                        |                              |
| 020RF3<br>261804278-0018                 | House South Porch<br>Roof - Grey & Black<br>Roof Sealant                      | Black<br>Non-Fibrous<br>Homogeneous        | 25% Cellulose | 75% Non-fibrous (Other)                | None Detected                |
| 021CT1<br>261804278-0019                 | House 1st Floor<br>Dining Ceiling - Off<br>White 12" x 12"<br>Ceiling Tile    | Brown<br>Fibrous<br>Homogeneous            | 90% Cellulose | 10% Non-fibrous (Other)                | None Detected                |
| 022CT2<br>261804278-0020                 | House 1st Floor<br>Dining Ceiling - Off<br>White 12" x 12"<br>Ceiling Tile    | Tan<br>Fibrous<br>Homogeneous              | 60% Cellulose | 30% Perlite<br>10% Non-fibrous (Other) | None Detected                |
| 023CT3<br>261804278-0021                 | House 1st Floor<br>Dining Ceiling - Off<br>White 12" x 12"<br>Ceiling Tile    | White<br>Fibrous<br>Homogeneous            | 60% Cellulose | 30% Perlite<br>10% Non-fibrous (Other) | None Detected                |
| 024CTX1<br>261804278-0022                | House 1st Floor<br>South Dining Ceiling -<br>White Popcorn<br>Ceiling Texture | Tan<br>Non-Fibrous<br>Homogeneous          |               | 98% Non-fibrous (Other)                | 2% Chrysotile                |
| 025CTX2<br>261804278-0023                | House 1st Floor<br>South Dining Ceiling -<br>White Popcorn<br>Ceiling Texture |                                            |               |                                        | Positive Stop (Not Analyzed) |
| 026CTX3<br>261804278-0024                | House 1st Floor<br>South Dining Ceiling -<br>White Popcorn<br>Ceiling Texture |                                            |               |                                        | Positive Stop (Not Analyzed) |
| 027WTX1<br>261804278-0025                | House 1st Floor<br>Dining Wall - White<br>Wall Texture                        | White<br>Non-Fibrous<br>Homogeneous        |               | 100% Non-fibrous (Other)               | None Detected                |
| 028WTX2<br>261804278-0026                | House 1st Floor<br>Dining Wall - White<br>Wall Texture                        | White<br>Non-Fibrous<br>Homogeneous        |               | 100% Non-fibrous (Other)               | None Detected                |
| 029WTX3<br>261804278-0027                | House 1st Floor<br>Dining Wall - White<br>Wall Texture                        | White<br>Non-Fibrous<br>Homogeneous        |               | 100% Non-fibrous (Other)               | None Detected                |
| 030CT1<br>261804278-0028                 | Annex 1st Floor<br>Dining Ceiling - White<br>2' x 4' Ceiling Tile             | Tan/White<br>Fibrous<br>Homogeneous        | 60% Cellulose | 30% Perlite<br>10% Non-fibrous (Other) | None Detected                |
| 031CT2<br>261804278-0029                 | Annex 1st Floor<br>Dining Ceiling - White<br>2' x 4' Ceiling Tile             | Tan/White<br>Fibrous<br>Homogeneous        | 60% Cellulose | 30% Perlite<br>10% Non-fibrous (Other) | None Detected                |
| 032CT3<br>261804278-0030                 | Annex 1st Floor<br>Dining Ceiling - White<br>2' x 4' Ceiling Tile             | White<br>Non-Fibrous<br>Homogeneous        | 60% Cellulose | 30% Perlite<br>10% Non-fibrous (Other) | None Detected                |
| 033CP1<br>261804278-0031                 | Annex 1st Floor Bar<br>Roof - Red & Black<br>Corrugated Roof<br>Panel         | Red/Black<br>Non-Fibrous<br>Homogeneous    | 30% Cellulose | 70% Non-fibrous (Other)                | None Detected                |

Initial report from: 05/07/2018 13:18:54



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4140 Lfft Drive Hillside, IL 60162  
Tel/Fax: (773) 313-0099 / (773) 313-0139  
<http://www.EMSL.com> / [chicago@emsl.com](mailto:chicago@emsl.com)

EMSL Order: 261804278  
Customer ID: IOWA51  
Customer PO: 1802148  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

| Sample                    | Description                                                        | Appearance                        | Non-Asbestos  |                          | Asbestos                     |
|---------------------------|--------------------------------------------------------------------|-----------------------------------|---------------|--------------------------|------------------------------|
|                           |                                                                    |                                   | % Fibrous     | % Non-Fibrous            | % Type                       |
| 034CP2<br>261804278-0032  | Annex 1st Floor Dining Roof - Red & Black Corrugated Roof Panel    | Red/Black Non-Fibrous Homogeneous | 30% Cellulose | 70% Non-fibrous (Other)  | None Detected                |
| 035CP3<br>261804278-0033  | Annex SW Exterior Roof - Red & Black Corrugated Roof Panel         | Black Non-Fibrous Homogeneous     | 30% Cellulose | 70% Non-fibrous (Other)  | None Detected                |
| 036PA1<br>261804278-0034  | Annex 1st Floor Kitchen Wall - Yellow Panel Adhesive               | Tan Non-Fibrous Homogeneous       |               | 100% Non-fibrous (Other) | None Detected                |
| 037PA2<br>261804278-0035  | Annex 1st Floor Kitchen Wall - Yellow Panel Adhesive               | Tan Non-Fibrous Homogeneous       |               | 100% Non-fibrous (Other) | None Detected                |
| 038PA3<br>261804278-0036  | Annex 1st Floor Kitchen Wall - Yellow Panel Adhesive               | Tan Non-Fibrous Homogeneous       |               | 100% Non-fibrous (Other) | None Detected                |
| 039DW1<br>261804278-0037  | Annex 1st Floor Dining Wall - White Drywall                        | White Non-Fibrous Homogeneous     | 10% Cellulose | 90% Non-fibrous (Other)  | None Detected                |
| 040DW2<br>261804278-0038  | Annex 1st Floor Dining Wall - White Drywall                        | White Non-Fibrous Homogeneous     | 10% Cellulose | 90% Non-fibrous (Other)  | None Detected                |
| 041DW3<br>261804278-0039  | Annex 1st Floor Dining Wall - White Drywall                        | White Non-Fibrous Homogeneous     | 10% Cellulose | 90% Non-fibrous (Other)  | None Detected                |
| 042PI1<br>261804278-0040  | House Basement - Grey Pipe Insulation                              | Gray Fibrous Homogeneous          |               | 40% Non-fibrous (Other)  | 60% Chrysotile               |
| 043PI2<br>261804278-0041  | House Basement - Grey Pipe Insulation                              |                                   |               |                          | Positive Stop (Not Analyzed) |
| 044PI3<br>261804278-0042  | House Basement - Grey Pipe Insulation                              |                                   |               |                          | Positive Stop (Not Analyzed) |
| 045MJF1<br>261804278-0043 | House Basement - Grey Mud Joint Fitting                            | Tan Fibrous Homogeneous           |               | 60% Non-fibrous (Other)  | 40% Chrysotile               |
| 046MJF2<br>261804278-0044 | House Basement - Grey Mud Joint Fitting                            |                                   |               |                          | Positive Stop (Not Analyzed) |
| 047MJF3<br>261804278-0045 | House Basement - Grey Mud Joint Fitting                            |                                   |               |                          | Positive Stop (Not Analyzed) |
| 048LN1<br>261804278-0046  | House Basement West Restroom Floor - Beige Square Pattern Linoleum | Tan Non-Fibrous Homogeneous       | 15% Cellulose | 85% Non-fibrous (Other)  | None Detected                |
| 049DJT<br>261804278-0047  | Annex Basement Dining - Black Duct Joint Tape                      | Tan/Black Fibrous Homogeneous     | 40% Cellulose | 60% Non-fibrous (Other)  | None Detected                |
| 050DJT2<br>261804278-0048 | Annex Basement Dining - Black Duct Joint Tape                      | Tan/Black Fibrous Homogeneous     | 40% Cellulose | 60% Non-fibrous (Other)  | None Detected                |
| 051DJT3<br>261804278-0049 | Annex Basement Dining - Black Duct Joint Tape                      | Tan/Black Non-Fibrous Homogeneous | 30% Cellulose | 70% Non-fibrous (Other)  | None Detected                |

Initial report from: 05/07/2018 13:18:54





# EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162  
Tel/Fax: (773) 313-0099 / (773) 313-0139  
http://www.EMSL.com / chicagolab@emsl.com

EMSL Order: 261804278  
Customer ID: IOWA51  
Customer PO: 1802148  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

| Sample                    | Description                                                           | Appearance                          | Non-Asbestos  |                                        | Asbestos      |
|---------------------------|-----------------------------------------------------------------------|-------------------------------------|---------------|----------------------------------------|---------------|
|                           |                                                                       |                                     | % Fibrous     | % Non-Fibrous                          | % Type        |
| 052CT1<br>261804278-0050  | Annex Basement<br>Dining - White 2' x 4'<br>Ceiling Tile              | Tan/White<br>Fibrous<br>Homogeneous | 60% Cellulose | 30% Perlite<br>10% Non-fibrous (Other) | None Detected |
| 053CT2<br>261804278-0051  | Annex Basement<br>Dining - White 2' x 4'<br>Ceiling Tile              | White<br>Fibrous<br>Homogeneous     |               | 100% Non-fibrous (Other)               | None Detected |
| 054CT3<br>261804278-0052  | Annex Basement<br>Dining - White 2' x 4'<br>Ceiling Tile              | Brown<br>Fibrous<br>Homogeneous     | 90% Cellulose | 10% Non-fibrous (Other)                | None Detected |
| 055RS1<br>261804278-0053  | Annex West Roof<br>Vent - Black Roof<br>Sealant                       | Black<br>Non-Fibrous<br>Homogeneous |               | 100% Non-fibrous (Other)               | None Detected |
| 056GS1<br>261804278-0054  | House West Gutter -<br>Black Gutter Sealant                           | Black<br>Non-Fibrous<br>Homogeneous |               | 95% Non-fibrous (Other)                | 5% Chrysotile |
| 057RF1<br>261804278-0055  | House West Flat Roof<br>- Black Roof Field                            | Black<br>Non-Fibrous<br>Homogeneous |               | 95% Non-fibrous (Other)                | 5% Chrysotile |
| 058WG1<br>261804278-0056  | Annex Window -<br>White Window<br>Glazing                             | Gray<br>Non-Fibrous<br>Homogeneous  |               | 100% Non-fibrous (Other)               | None Detected |
| 013PL3<br>261804278-0057  | House 2nd Floor SW<br>Bedroom Ceiling -<br>Grey Plaster               | White<br>Non-Fibrous<br>Homogeneous |               | 100% Non-fibrous (Other)               | None Detected |
| 014PSC3<br>261804278-0058 | House 2nd Floor SW<br>Bedroom Ceiling -<br>White Plaster Skim<br>Coat | Gray<br>Non-Fibrous<br>Homogeneous  |               | 100% Non-fibrous (Other)               | None Detected |

Analyst(s)

Brian Jolly (13)  
Christine Stouffer (30)  
Dahlia Zychowski (9)

James Hahn, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.

Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

Initial report from: 05/07/2018 13:18:54

Forensic  
Engineering

Structural  
Engineering

Civil  
Engineering

Municipal  
Engineering

Mechanical/  
Electrical  
Engineering

Land Surveying

Construction  
Layout

Construction  
Inspection

Environmental  
Consulting

Wetlands  
Delineation/  
Mitigation



## Captain's Table Building

Washington, IA

I hereby certify that this document was prepared by me and the related engineering work was performed by me or under my direct personal supervision and that I am a duly Licensed Engineer under the laws of the State of Iowa.

*Randy L. Van Winkle*

03/09/18

Randy L. Van Winkle, P.E. Reg. #9675

Date

My license renewal date is December 31, 2018



subfloor has several areas that appeared to be soft and likely have decayed due to the persistent presence of water from the roof leaks. It is likely that portions of the second-floor subfloor will also require replacement.

The first-floor interior finishes were not in as bad condition. However, it was noted that water staining was present on many of the ceilings of the first floor. There were also areas of water damage noted on the first-floor carpets. Photographs 28 through 30 show significant water damage in the second-floor level.

The lower level of the original building was not finished. The lower level in the west addition was finished, however, and has significant water damage and widespread infestations of mold, including black mold. The walls, ceilings, and floor coverings in the lower level will all require significant remediation of mold colonies. It is therefore recommended that both levels of the interior finishes be removed down to the studs.

## **SUMMARY**

There are a number of significant issues that will need to be addressed if this building is to be restored. There is lead paint present on the walls of the second-floor level. Asbestos was discovered in the pipe wrap in the lower level, and there are large areas for which mold remediation will be required in the west addition of the building. Each of these will be costly to perform and will require disposal of the materials in a landfill that accepts hazardous waste. All of the interior finishes are in very poor condition and will need to be completely removed and replaced. The roof is in very poor condition, and will need to be completely replaced, including the roof deck on the original house, and portions of the roof deck on the addition.

Probably the worst defect in this building is the foundation walls. There is clear evidence of that significant foundation settlements have occurred in the east and south walls. Because the foundations are structural clay tile masonry, it will not be possible to stabilize these walls or bring them back to their original elevation. It is

recommended therefore that the east and south basement walls in the original house be removed in their entirety and be replaced with poured concrete walls. This will require significant temporary shoring and staged replacement of these walls with reinforced concrete basement walls.

Another concern is that there is an abandoned fuel oil tank on the property that may require environmental remediation due to leaking.

While it would be possible to save and restore this building, it will be extremely expensive to do so. It would actually be cheaper to construct an entirely new structure similar to the existing building than it would be to save the existing walls and foundations. It is therefore recommended that serious consideration be given to demolishing this structure. A very rough (rule of thumb) estimate for the cost of the require remediation and repairs to this structure would be 1.5 to 2 million dollars. If you have any further questions concerning this report or our final recommendations, please do not hesitate to contact me by phone or by email. Thank you for the opportunity to have been of service.



**RESOLUTION NO. 2022-\_\_\_**

**A RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON THE PLANS,  
SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT;  
SETTING A DATE FOR RECEIVING OF BIDS AND DIRECTING POSTED  
NOTICE OF THE SAME FOR THE COUNTRY CLUB VIEW/MSJ  
SUBDIVISION**

WHEREAS, the City Council has deemed it necessary and desirable to install and construct certain infrastructure for the Country Club View/MSJ Subdivision (the Project); and

WHEREAS, preliminary plans and specifications have been drafted for the Project; and

WHEREAS, it is now time for the City Council to set a public hearing on said plans and specifications as required by Chapter 26 of the Code of Iowa;

WHEREAS, it is also now time to set a date for the receipt of bids on this Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that a public hearing on the plans, specifications, estimate of cost and form of contract is hereby set for 6:00 p.m. on Tuesday, July 5<sup>th</sup>, 2022 in the Council Chambers at 215 E. Washington Street, Washington, Iowa.

BE IT FURTHER RESOLVED, that the City shall receive sealed bids on this Project until 11:00 a.m. on July 13<sup>th</sup>, 2022.

BE IT FURTHER RESOLVED, that the City shall consider and award bid at 6:00 p.m. July 19<sup>th</sup>, 2022, at the regular session of the City Council.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of the hearing on the plans, specifications, estimate of cost and form of contract no less than four (4) days prior to the hearing date on July 5<sup>th</sup>, 2022.

BE IT FURTHER RESOLVED, that the City's engineer is hereby required to post the date to receive bids in an appropriate place as required by Chapter 26 of the Code of Iowa.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

---

Jaron P. Rosien, Mayor

ATTEST:

---

Sally Y. Hart, City Clerk

*Jaron P. Rosien, Mayor  
Sally Hart, City Clerk  
Kevin Olson, City Attorney  
Deanna McCusker, City  
Administrator*



**City of Washington**  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
(319) 653-5273 Fax

---

June 15, 2022

To: Mayor & City Council

From: Deanna McCusker  
City Administrator

Re: Labor Contracts for Public Works and Police

Union negotiations took place in March for public works and the police department. By the end of the day of negotiations, the public works contract had been tentatively agreed upon by all parties. On April 1, 2022, the public works contract for 2022-2025 was ratified by the union. The main points of the updated contract are the following wage increases over the next 3 years: 7/1/22-6/30/23 5%; 7/1/23-6/30/24 3%; 7/1/24-6/30/25 2%. Additionally, the amount of allowable comp time to be accumulated increased from 40 hours to 48 hours.

Unfortunately, the police contract was not agreed upon the day of negotiations and the City provided an offer back to the Police Department and after some time we received a counter offer back from the Police Department. The proposed one-year contract only includes a wage increase of 5% for 7/1/22-6/30/23. No other changes were included. This was ratified by the union as of June 3, 2022. One thing to note, since it is a year contract, PERB (Public Employment Relations Board) requires that the union go through a retention and recertification election. By August 22, 2022 the City must submit the collective bargaining agreement for the election to be scheduled. Then by August 31<sup>st</sup>, the city must email the police department employee list to PERB. It could be that the police department employees vote to decertify the Teamsters.

I will keep you updated on this process.

For the contracts before you, I would recommend that you approve both the Public Works and the Police Department contracts.

Sincerely,  
Deanna McCusker  
City Administrator

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION RATIFYING SETTLEMENTS WITH TEAMSTERS UNION  
FOR FY23-25 CONTRACTS FOR PUBLIC WORKS**

WHEREAS, the City's current labor agreements with its bargaining unit for public works expire on June 30, 2022; and

WHEREAS, a management negotiating team has been engaged in negotiations with the union in relation to the contracts for Public Works; and

WHEREAS, following negotiations, tentative settlements to the Public Works contract have been reached that must in turn be ratified by the City Council:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa:

Section 1: The tentative settlement described in Exhibit A attached to this resolution is hereby ratified.

Section 2: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk



**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION RATIFYING SETTLEMENTS WITH TEAMSTERS UNION  
FOR FY23 CONTRACTS FOR POLICE**

WHEREAS, the City's current labor agreements with its bargaining unit for Police expire on June 30, 2022; and

WHEREAS, a management negotiating team has been engaged in negotiations with the union in relation to the contracts for Police; and

WHEREAS, following negotiations, tentative settlements to the Police contract have been reached that must in turn be ratified by the City Council:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa:

Section 1: The tentative settlement described in Exhibit A attached to this resolution is hereby ratified.

Section 2: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

2022-2025

MASTER CONTRACT

BETWEEN THE

CITY OF WASHINGTON

AND THE

TEAMSTERS LOCAL UNION NO. 238

(Public Works Unit)

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## ARTICLE 1

### RECOGNITION

The City agrees that the Union is the exclusive bargaining representative as set out in the Iowa Public Relations Board Case No. 6205, dated at Des Moines, Iowa, September 12, 2000, for those employees listed below:

Included: all regular full-time and regular part-time employees in the Public Works Department in the City of Washington, Iowa.

Excluded: all elected officials, supervisors, confidential employees (City Administrator, City Council, Public Works Coordinator/City Engineer, Assistant City Engineers, Superintendents and Assistant Superintendents of departmental division, Cemetery Sexton, Building/Zoning Official, Department/Mayor's Secretary) and all others excluded by the Act.

## ARTICLE 2

### MANAGEMENT RIGHTS

2.1 In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit:

- a. the right to manage the Employer's operations and to direct the working force;
- b. hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
- c. the right to maintain order and efficiency;
- d. the right to extend, maintain, curtail or terminate operations of the Employer;
- e. the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f. the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

- g. the right to create, modify and terminate departments, job classifications and job duties;
- h. maintain the efficiency of governmental operations;
- i. the right to discipline;
- j. the right to suspend and discharge employees for cause;
- k. the right to lay off;
- l. relieve public employees from duties because of lack of work or for other legitimate reasons;
- m. determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted;
- n. take such actions as may be necessary to carry out the mission of the public Employer;
- o. initiate, prepare, certify and administer its budget;
- p. exercise all powers and duties granted to the public Employer by law;
- q. to permit departmental employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services;
- r. to determine lunch periods, rest periods and cleanup times;
- s. the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
- t. the right to enforce and require employees to observe rules and regulations set forth by the Employer.

2.2 The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

2.3 This Article is not grievable.

## ARTICLE 3

### UNION RIGHTS AND RESPONSIBILITIES

- 3.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and therefore, agrees to cooperate in the attainment of the employer's goals and agrees to the following, to wit:
- a. that it will cooperate with the Employer and support its efforts;
  - b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
  - c. that it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the public.
- 3.2 This Article is not greivable.

## ARTICLE 4

### NO STRIKE

- 4.1 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
- 4.2 No employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify, or participate in a strike against the city.
- 4.3 In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee:
- a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the city.
  - b. The Union shall, upon notice from the city, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
  - c. Upon notification by the city to the Union on that certain of its employees are engaged in a violation of this article, the Union shall disavow such violation and shall immediately in writing order such employees to return to

work immediately and the Union agrees to take all reasonable effective and affirmative action to secure the employees' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike or other prohibited activity.

4.4 The foregoing is in addition to any other rights and remedies provided by the law.

## ARTICLE 5

### PROBATIONARY PERIOD

5.1 All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

a. The probationary period for employees shall be nine (9) months unless extended by mutual agreement.

b. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

5.2 Probationary employees shall accrue vacation and sick leave from date of hire and shall be eligible for all other benefits on the first day of the month after hiring.

## ARTICLE 6

### SENIORITY

6.1 Seniority shall be based on the length of continuous service to the city from the date of the most recent hire. Approved absences do not interrupt seniority.

6.2 The City shall maintain a list of the employees within the unit showing the names of all employees in the order of the seniority ranking. A copy of such list shall be furnished to the Union within thirty (30) days after the effective date of this agreement and a revised list shall be furnished during the month of July each year thereafter. Protest of, errors in, or omissions from such lists must be made to the City within thirty (30) days from the date of the furnishing of such lists and/or revisions thereof.

6.3 Whenever in the sole and exclusive determination of the City it becomes necessary to lay off an employee, the employee to be laid off shall be selected on the basis of being the least senior employee in the affected job classification. In the event of a tie in seniority the City shall determine which employee to retain based upon employee evaluations. In the event that the City considers the employees to be

tied after a review of evaluations, the employee to be retained shall be based on a random drawing.

## ARTICLE 7

### EMPLOYEE HOURS

- 7.1 Whenever possible and except as otherwise determined by the employer, the normal hours shall be Monday through Friday 7:00 a.m. to 4:00 p.m. consisting of 40 hours per week. The City may change hours to 6:00 a.m. to 3:00 p.m. during periods of hot weather.
- 7.2 Overtime will be paid at the rate of time and one-half after eight hours in a day. Paid holidays shall be counted as time work in calculating overtime pay.
- 7.3 Except for emergencies or unusual circumstances, employees will receive two 15 minute breaks during each 8-hour work day. Breaks will be taken at the work site or as arranged with the supervisor. Employees will be allowed to use the nearest convenience store/gas station for restrooms.
- 7.4 The City at its sole and exclusive discretion may allow flex/release time.
- 7.5 The City may allow up to 48 hours of comp time to be accumulated. Comp time may be used in one (1) hour increments. Requests to use comp time must be received in advance by the supervisor in an increment at least equal to the amount of comp time requested for use but not less than one day. This advance notice may be waived by the supervisor. If two employees request the same time off and the staffing needs of the City are such that only one request will be granted, the decision will be based on seniority.
- 7.6 There will be a two-hour minimum for call out pay and for scheduled overtime, including scheduled overtime that is cancelled after employees have arrived at the work site.
- 7.7 Employees shall have an unpaid one-hour lunch period as scheduled by the City.

## ARTICLE 8

### VACATIONS

- 8.1 All regular full-time employees shall be entitled to vacation time with pay as follows:

|                                         |         |
|-----------------------------------------|---------|
| After one year of continuous service    | 5 days  |
| After two years of continuous service   | 10 days |
| After seven years of continuous service | 15 days |



|                                              |         |
|----------------------------------------------|---------|
| After fifteen years of continuous service    | 20 days |
| After twenty-two years of continuous service | 25 days |

- 8.2 Probationary employees may accrue vacation on a pro-rated basis, but are not entitled to vacation until completing one (1) year of service.
- 8.3 No more than 2 years' allocation of vacation may be accumulated. At least 5 days of vacation must be used each year. No more than one week of accumulated vacation may be used in conjunction with an employee's regular vacation entitlement except at the sole and exclusive discretion of the department head.
- 8.4 Vacation may be used in one day increments and/or in conjunction with comp time at the sole and exclusive discretion of the department head. Employees with no comp time may use vacation in one (1) hour increments. Requests to use vacation in lieu of comp time must be received in advance by the supervisor in an increment of at least equal to the amount of vacation requested for use but not less than one day. This advance notice may be waived at the sole and exclusive discretion of the department head.
- 8.5 If two or more employees request the same vacation time period, the decision of allowing the vacation period will be determined by seniority.

## ARTICLE 9

### HOLIDAYS

- 9.1 Legal Holidays observed are:

|                      |                        |
|----------------------|------------------------|
| New Year's Day       | Veteran's Day          |
| Memorial Day         | Thanksgiving Day       |
| July 4 <sup>th</sup> | Day After Thanksgiving |
| Labor Day            | Christmas              |
| Presidents Day       | Christmas Eve          |

- 9.2 All employees entitled to holiday pay will observe the holiday on the day on which it falls, except that if a holiday falls on Saturday, it shall be observed on the preceding Friday, and if it falls on a Sunday, it shall be observed on the following Monday. For the purpose of holiday pay, the holiday will begin at the start of the first shift on the holiday, and will continue for twenty-four (24) hours. Employees will be paid eight (8) hours pay at straight time for a holiday occurring or observed on a day when they are not scheduled to work.
- 9.3 When an employee is scheduled to work or called in to work on a holiday, they shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay in addition to the holiday pay.

## ARTICLE 10

### WAGES

- 10.1 The City will set the minimum starting salary for all new employees. Employee increases are set forth in the attached Appendix A.
- 10.2 All regular full-time employees shall be paid over time in accordance with the Fair Labor Standards Act for any hours worked in excess of the hours allowed by the Fair Labor Standards Act.
- 10.3 Employees on stand-by/on call status will be compensated at the rate of one hours pay for each occasion of being on stand-by status.

## ARTICLE 11

### PAID LEAVES OF ABSENCE

#### 11.1 SICK LEAVE

- a. Each regular employee shall earn sick leave at the rate of eight (8) hours per month for each completed month of service. Sick leave may be accumulated to a maximum limit of four hundred eighty (480) hours per employee. Sick leave days that would be lost due to the accumulation limit will be credited to a second sick leave account to a maximum limit of two hundred forty (240) hours per employee. Employees that have exhausted their basic sick leave and are not eligible for LTD benefits may use sick leave from their second sick leave account.
- b. An employee eligible for sick leave with pay may use such sick leave upon approval of the employee's designated supervisor for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness.
- c. Sick leave shall not be granted for absence from work on the day immediately preceding or following a holiday weekend, vacation or days off, unless approved otherwise by the employee's supervisor.
- d. When an employee is injured from a duty related injury and is eligible for workman's compensation coverage, the difference between the amount paid by workman's compensation and the basic compensation rate of the

employee shall at the employee's option be deducted from the employee's sick leave accumulation with a day being deducted for each day supplemented. Sick leave shall only be deducted on a pro-rated basis to the nearest half (1/2) day and granted only to the extent that the employee does not receive benefits greater than their regular pay.

- e. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

## 11.2 FUNERAL LEAVE

- a. A leave of absence of up to a maximum of three (3) days may be granted (if employee is scheduled to work on said days) to attend the funeral of a member of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, parents, parent-in-law, sister-in-law, brother-in-law, and step relations as it corresponds to those relatives previously mentioned and natural grandparent. One (1) day may be granted to attend the funeral of a grandchild.
- b. A regular employee may be allowed time off with pay to attend the funeral of a fellow employee who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.
- c. If requested by the employee's immediate supervisor, the employee shall furnish evidence of death and of the employee's relationship to the deceased.

## 11.3 JURY DUTY LEAVE

- a. Any full-time employee called for jury duty during regular work hours or who is required to appear in court by a subpoena shall be paid their regular rate of pay for up to a maximum of eight (8) hours of pay. Any per diem fees or remunerations the employee receives during such leave shall be turned over to the City, except for mileage and meals.
- b. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to work and shall complete any remaining hours of the workday if required by the employee's immediate supervisor.

## 11.4 FAMILY LEAVE

- a. Employees are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical

Leave Act of 1993.

- b. Up to five (5) days of family illness leave may be allowed at the sole and exclusive discretion of the supervisor for illness or injury to a spouse, child, step child, parent or step parent. This leave shall be deducted from available sick leave under paragraph 13.1 of this Article.

#### 11.5 PERSONAL LEAVE

- a. Each employee shall have two days per year for paid personal leave. An employee wishing to use said leave shall apply to his/her supervisor at least five (5) days in advance. The use of this leave is subject to departmental staffing needs and use on any particular occasion may be denied which shall not be grievable.

#### 11.6 GENERAL PROVISIONS ON LEAVES

- a. An employee who gives the City a false reason to obtain a leave will be subject to disciplinary action.
- b. An employee returning to work after a serious illness or injury may be required by the City to undergo a medical examination to determine whether they can return to work.
- c. Any court cases involving an employee's personal matters and which are not job related shall be excluded.

## ARTICLE 12

### GRIEVANCE PROCEDURE

- 12.1 A grievance shall mean only an allegation by an employee that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

#### 12.2 PURPOSE AND PROCEDURE

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The

failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.

- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The city shall determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's workday.
- d. All grievances must be filed at the second step within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the city shall not be required to process the same claim or set of facts through the grievance procedure.
- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this article.
- g. At all steps after step one of a grievance, the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

### 12.3 FIRST STEP

- a. An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and the immediate supervisor.

### 12.4 SECOND STEP

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the employee's immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.

- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his or her representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the supervisor and the aggrieved.

#### 12.5 THIRD STEP

- a. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the City Administrator. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the City Administrator shall meet in an attempt to resolve the grievance. The City Administrator shall file an answer within seven (7) calendar days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the representative of the employee.

#### 12.6 FOURTH STEP

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply, then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
- b. The Union shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public Employee Relations Board shall be requested to provide a panel of five arbitrators.
- c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The party choosing to take the grievance to arbitration shall have the right to remove the first name from the list. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed

shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).

#### 12.6 TIME LINES

- a. By mutual agreement in writing, the parties may waive or extend any time line stated herein.

## ARTICLE 13

### DISCIPLINE

- 13.1 A non-probationary employee will not be suspended without pay, reduced in pay, demoted, or terminated without notice and the opportunity for a pre-hearing and appeal.
- 13.2 Non-probationary employees have the right to appeal any suspension without pay, pay reduction, demotion or discharge. If you are a non-probationary employee, you may appeal in writing to the City Administrator within ten (10) calendar days of the action. The decision of the City Administrator is final.
- 13.3 The pre-suspension, pay reduction, demotion, or termination hearing will be before the supervisor who is intending to take the proposed disciplinary action. This hearing is very informal and is not a court room trial. It is in the nature of a meeting where the employee will be advised of the proposed action and the supervisor's reasons for believing that the proposed action is warranted.

The employee will be afforded the opportunity to explain his or her actions or explain why the supervisor should not take the proposed disciplinary action.

Final action will be in writing setting forth the disciplinary action the supervisor has decided upon or stating that the employee's explanation has been accepted.

Final disciplinary action, if any, by the supervisor or the City Administrator may be more or less severe than the supervisor initially proposed depending on additional information gathered at the hearing(s).

## ARTICLE 14

### COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

#### 14.1 SEPARABILITY

- a. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

#### 14.2 FINALITY AND EFFECT OF AGREEMENT

- a. This agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

#### 14.3 DURATION PERIOD

- a. This agreement shall become effective as of July 1, 2022, and shall be in full force and effect through June 30, 2025.
- b. This agreement is executed and agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



THE CITY OF WASHINGTON, IOWA

CHAUFFEURS, TEAMSTERS AND  
HELPERS LOCAL UNION NO. 238

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For the City

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For the Union

---

Wilford H. Stone

---

Zach Peterson

APPENDIX A  
SALARY  
SCHEDULE

7-1-22 -  
6-30-23

|      |    |             |             |             |             |
|------|----|-------------|-------------|-------------|-------------|
| Op#1 | 5% | \$40,033.95 | \$41,233.58 | \$42,471.99 | \$43,746.15 |
| Op#2 |    | \$46,395.51 | \$47,785.96 | \$49,221.03 | \$50,697.65 |
| Op#3 |    | \$52,757.10 | \$54,339.81 | \$55,970.02 | \$57,649.14 |
| Op#4 |    | \$59,989.70 | \$61,789.39 | \$63,643.07 | \$65,552.37 |
| VM#2 |    | \$52,757.10 | \$54,339.81 | \$55,970.02 | \$57,649.14 |
| VM#3 |    | \$59,989.70 | \$61,789.39 | \$63,643.07 | \$65,552.37 |

7-1-23-  
6-30-24

|      |    |             |             |             |             |
|------|----|-------------|-------------|-------------|-------------|
| Op#1 | 3% | \$41,234.97 | \$42,470.59 | \$43,746.15 | \$45,058.54 |
| Op#2 |    | \$47,787.37 | \$49,219.54 | \$50,697.66 | \$52,218.58 |
| Op#3 |    | \$54,339.81 | \$55,970.00 | \$57,649.12 | \$59,378.62 |
| Op#4 |    | \$61,789.39 | \$63,643.07 | \$65,552.36 | \$67,518.94 |
| VM#2 |    | \$54,339.81 | \$55,970.00 | \$57,649.12 | \$59,378.62 |
| VM#3 |    | \$61,789.39 | \$63,643.07 | \$65,552.36 | \$67,518.94 |

7-1-24 -  
6-30-25

|      |    |             |             |             |             |
|------|----|-------------|-------------|-------------|-------------|
| Op#1 | 2% | \$42,059.67 | \$43,320.00 | \$44,621.07 | \$45,959.71 |
| Op#2 |    | \$48,743.12 | \$50,203.93 | \$51,711.61 | \$53,262.95 |
| Op#3 |    | \$55,426.61 | \$57,089.40 | \$58,802.10 | \$60,566.19 |
| Op#4 |    | \$63,025.18 | \$64,915.93 | \$66,863.41 | \$68,869.32 |
| VM#2 |    | \$55,426.61 | \$57,089.40 | \$58,802.10 | \$60,566.19 |
| VM#3 |    | \$63,025.18 | \$64,915.93 | \$66,863.41 | \$68,869.32 |



2022 - 2023

MASTER CONTRACT

BETWEEN THE

CITY OF WASHINGTON

AND THE

Teamsters Local Union No. 238,  
(Police Unit)

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## **AGREEMENT**

This Agreement is executed between the City of Washington, Iowa, hereinafter called "City" or "Employer" and the Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

## **ARTICLE 1**

### **RECOGNITION**

The City agrees that the Union is the exclusive bargaining representative as set out in the Iowa Public Relations Board Case No. 4881, for those employees listed below:

Included: all regular full time and regular part time police officers employed by the City of Washington, Iowa.

Excluded: all elected officials, lieutenants, and all others excluded by the Act.

## ARTICLE 2

### MANAGEMENT RIGHTS

- 2.1 In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit:
- a. the right to manage the Employer's operations and to direct the working force;
  - b. hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
  - c. the right to maintain order and efficiency;
  - d. the right to extend, maintain, curtail or terminate operations of the Employer;
  - e. the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
  - f. the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
  - g. the right to create, modify and terminate departments, job classifications and job duties;
  - h. maintain the efficiency of governmental operations;
  - i. the right to discipline;
  - j. the right to suspend and discharge employees for cause;
  - k. the right to lay off;
  - l. relieve public employees from duties because of lack of work or for other legitimate reasons;
  - m. determine and implement methods, and personnel by which the operations are to be conducted;
  - n. take such actions as may be necessary to carry out

the mission of the public Employer;

- o. initiate, prepare, certify and administer its budget;
- p. exercise all powers and duties granted to the public Employer by law;
- q. to permit departmental employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services;
- r. to determine lunch periods, rest periods and cleanup times;
- s. the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
- t. the right to enforce and require employees to observe rules and regulations set forth by the Employer.

2.2 The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

2.3 This Article is not grievable.



ARTICLE 3

**UNION RIGHTS AND RESPONSIBILITIES**

3.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and therefore, agrees to cooperate in the attainment of the employer's goals and agrees to the following, to wit:

- a. that it will cooperate with the Employer and support its efforts;
- b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c. that it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the public.

3.2 This Article is not grievable.

ARTICLE 4

NO STRIKE

- 4.1 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
- 4.2. No employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify, or participate in a strike against the city.
- 4.3 In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee:
- a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the city.
  - b. The Union shall, upon notice from the city, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation{s).
  - c. Upon notification by the city to the Union on that certain of its employees are engaged in a violation of this article, the Union shall disavow such violation and shall immediately in writing order such employees to return to work immediately and the Union agrees to take all reasonable effective and affirmative action to secure the employees' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike or other prohibited activity.
- 4.4 The foregoing is in addition to any other rights and remedies provided by the law.

ARTICLE 5

PROBATIONARY PERIOD

- 5.1 All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.
- a. The probationary period for employees shall be twelve (12) months.
  - b. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
- 5.2 Probationary employees shall not be entitled to any provisions or fringe benefits under the terms of this agreement. However, probationary employees may accrue benefits during the probationary period and shall be eligible for such earned benefits upon completion of the probationary period. The City may allow some benefits on a case by case basis at its sole discretion.

ARTICLE 6

**EMPLOYEE HOURS**

- 6.1 Whenever possible and except as otherwise determined by the employer, the normal hours shall consist of 171 hours in a 28-day period unless the City elects a different 7K period under the FLSA. Over time will be paid in accordance with the FLSA at 1 1/2 the employee's regular rate.
- 6.2 The city at its sole and exclusive discretion may allow flex/release time.

ARTICLE 7

VACATIONS

7.1 All regular full-time employees shall be entitled to vacation time with pay as follows:

|                                              |         |
|----------------------------------------------|---------|
| After one year of continuous service         | 5 days  |
| After two years of continuous service        | 10 days |
| After seven years of continuous service      | 15 days |
| After fifteen years of continuous service    | 20 days |
| After twenty-two years of continuous service | 25 days |

The parties agree that 1 day shall be interpreted as 8.5 hours.

7.2 Probationary employees may accrue vacation on a pro-rated basis, but are not entitled to vacation until completing one (1) year of service.

7.3 No more than 2 years' allocation of vacation may be accumulated. No more than 200 hours will be cashed out or used in conjunction with the end of an employee's employment with the city. At least 5 days of vacation must be used each year. No more than one week of accumulated vacation may be used in conjunction with an employee's regular vacation entitlement except at the sole and exclusive discretion of the department head.

7.4 Vacation may be used in one day increments at the sole and exclusive discretion of the department head.

ARTICLE 8

HOLIDAYS

8.1 Legal Holidays observed are:

|                |                        |
|----------------|------------------------|
| New Year's Day | Veteran's Day          |
| Memorial Day   | Thanksgiving Day       |
| July 4th       | Day After Thanksgiving |
| Labor Day      | Christmas              |
| Presidents Day | Christmas eve          |

8.2 All employees entitled to holiday pay will observe the holiday on the day on which it falls. For the purpose of holiday pay the holiday will begin at the start of the first shift on the holiday and will continue for twenty-four (24) hours. Employees will be paid eight (8) hours pay at straight time for a holiday occurring or observed on a day when they are not scheduled to work.

8.3 When an employee is scheduled to work or called in to work on a holiday, they shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to the holiday pay.

ARTICLE 9

GROUP HEALTH INSURANCE

9.1

The City will pay 75% of the monthly premium cost toward the medical group family health insurance plan.

The City will pay 97% % of the monthly premium cost toward the medical group single health insurance plan for FY 20 and FY 21. Effective 7-1-21, the City will pay 90% of the monthly premium cost toward the medical group single health insurance plan.

9.2 The city shall provide fifty thousand dollars {\$50,000} term life insurance for each full-time employee.

9.3 The City will maintain the current LTD coverage.

9.4 Probationary employees shall be eligible for insurance benefits during their probationary period.

9.5 All the terms and conditions of the existing insurance policy shall supersede any agreement in this Article. Coverage periods and dates of premium payments necessary for coverage shall be determined by the insurance carrier {company}.

9.6 The city shall have the right at any time to procure the insurance referred to in this Article from any licensed insurance company or by self-insurance.

9.7 If, at any time during this agreement, the Employer becomes subject to any sort of tax or fees imposed by the Affordable Care Act, the parties agree to open the contract up with respect to Article 10, Group Health Insurance and Article 11.1, Wages, only for the purpose of renegotiating these sections with consideration of the tax or fee. If this occurs, the parties agree to bargain through impasse.

## ARTICLE 10

### WAGES

10.1 The City will set the minimum starting salary for all new employees. Employee increases are set forth in the attached appendix A.

10.2 All regular full-time employees shall be paid overtime in accordance with the Fair Labor Standards Act for any hours worked in excess of the hours allowed by the Fair Labor Standards Act. Any overtime after 171 hours, worked in the pay period, an employee can take at 1 ½ pay or 1 ½ hours comp time, subject to a maximum accumulation of 51 hours of comp time.

10.3 Court Time:

- a. Employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee. The greater of actual time or a minimum of 2 1/2 hours' time will be allowed for off-duty employees.
- b. No employee is to appear unless subpoenaed or ordered by the Court in writing, except for pre-trial conference with city or county attorney or their assistants, but no subpoena is required for attendance at a driver license suspension hearing scheduled by the Iowa Department of Transportation.
- c. Cases or hearings involving the Union or an employee's personal matters or grievances shall be excluded under this article.

10.4 Longevity Pay

Employees shall, in addition to their regular compensation, be paid longevity pay for each three-year increment of continuous City employment in an eligible employment status, according to the following schedule:



| Years of Service | 3        | 6        | 9        | 12       | 15       | 18       | 21+        |
|------------------|----------|----------|----------|----------|----------|----------|------------|
| \$ Per Month     | \$12.50  | \$25.00  | \$37.50  | \$50.00  | \$62.05  | \$75.00  | \$87.50    |
| \$ Per Year      | \$150.00 | \$300.00 | \$450.00 | \$600.00 | \$750.00 | \$900.00 | \$1,050.00 |

ARTICLE 11

PAID LEAVES OF ABSENCE

11.1 SICK LEAVE

- a. Each regular employee shall earn sick leave at the rate of eight (8) hours per month for each completed month of service. Sick leave may be accumulated to a maximum limit of four hundred eighty (480) hours per employee. Sick leave days that would be lost due to the accumulation limit will be credited to a second sick leave account to a maximum limit of two hundred forty hours per employee. Employees that have exhausted their basic sick leave and are not eligible for LTD benefits may use sick leave from their second sick leave account.
- b. An employee eligible for sick leave with pay may use such sick leave upon approval of the employee's designated supervisor for absence due to illness, minor injury, exposure to contagious disease if directed by a physician to remain away from work, or due to major illness.
- c. Sick leave shall not be granted for absence from work on the day immediately preceding or following a holiday weekend, vacation or days off, unless approved otherwise by the employee's supervisor.
- d. When an employee is injured from a duty related injury and is eligible for workman's compensation coverage, the difference between the amount paid by workman's compensation and the basic compensation rate of the employee shall at the employee's option be deducted from the employee's sick leave accumulation with a day being deducted for each day supplemented. Sick leave shall only be deducted on a pro-rated basis to the nearest half (1/2) day and granted only to the extent that the employee does not receive benefits greater than their regular pay.
- e. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

#### 11.2 FUNERAL LEAVE

- a. A leave of absence of up to a maximum of three (3) days may be granted (if employee is scheduled to work on said days) to attend the funeral of a member of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, parents, parent-in-law, sister-in-law, brother-in-law, and step relations as it corresponds to those relatives previously mentioned and natural grandparent. One (1) day may be granted to attend the funeral of a grandchild.
- b. A regular employee may be allowed time off with pay to attend the funeral of a fellow patrol officer who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.
- c. If requested by the employee's immediate supervisor, the employee shall furnish evidence of death and of the employee's relationship to the deceased.

#### 11.3 JURY DUTY LEAVE

- a. Any full-time employee called for jury duty during regular work hours or who is required to appear in court by a subpoena shall be paid their regular rate of pay for up to a maximum of eight (8) hours of pay. Any per diem fees or remunerations the employee receives during such leave shall be turned over to the City, except for mileage and meals.
- b. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to work and shall complete any remaining hours of the workday if required by the employee's immediate supervisor.

#### 11.4 FAMILY LEAVE

Employees are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

11.5 PERSONAL LEAVE

Each employee shall have two days per year for paid personal leave. An employee wishing to use said leave shall apply to his/her supervisor at least 5 days in advance. The use of this leave is subject to departmental staffing needs and use on any particular occasion may be denied which shall not be grievable.

11.6 GENERAL PROVISIONS ON LEAVES

- a. An employee who gives the City a false reason to obtain a leave will be subject to disciplinary action.
- b. An employee returning to work after a serious illness or injury may be required by the city to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
- c. Any court cases involving an employee's personal matters and which are not job related.

## ARTICLE 12

### GRIEVANCE PROCEDURE

#### 12.1 Definition.

A grievance shall mean only an allegation by an employee that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

#### 12.2 Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The city shall determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's workday.
- d. All grievances must be filed at the second step within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in

this agreement, then the city shall not be required to process the same claim or set of facts through the grievance procedure.

- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this article.
- g. At all steps after step one of a grievance, the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

### 12.3 First Step.

An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and the immediate supervisor.

### 12.4 Second Step.

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the employee's immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his or her representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the supervisor and the aggrieved.

### 12.5 Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Administrator. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the

representative of the aggrieved, if desired, and the Administrator shall meet in an attempt to resolve the grievance. The Administrator shall file an answer within seven (7) calendar working days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the representative of the employee.

#### 12.6 Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
- b. The Union shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public Employee Relations Board shall be requested to provide a panel of five arbitrators.
- c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.
  
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).



## ARTICLE 13

### DISCIPLINE

- 13.1 A non-probationary employee will not be suspended without pay, reduced in pay, demoted, or terminated without notice and the opportunity for a pre-hearing and appeal.
- 13.2 Non-probationary employees have the right to appeal any suspension without pay, pay reduction, demotion or discharge. If you are a non-probationary employee, you may appeal in writing to the Administrator within ten (10) calendar days of the action. The decision of the Administrator is final.
- 13.3 The pre-suspension, pay reduction, demotion, or termination hearing will be before the supervisor who is intending to take the proposed disciplinary action. This hearing is very informal and is not a court room trial. It is in the nature of a meeting where the employee will be advised of the proposed action and the supervisor's reasons for believing that the proposed action is warranted.

The employee will be afforded the opportunity to explain his or her actions or explain why the supervisor should not take the proposed disciplinary action.

Final action will be in writing setting forth the disciplinary action the supervisor has decided upon or stating that the employee's explanation has been accepted.

Final disciplinary action, if any, by the supervisor or the Administrator may be more or less severe than the supervisor initially proposed depending on additional information gathered at the hearing(s).

## ARTICLE 14

### COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

#### 14.1 Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

#### 14.2 Finality and Effect of Agreement

- a. This agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

14.3 Duration Period

- a. This agreement shall become effective as of July 1, 2022, and shall be in full force and effect through June 30, 2023.
- b. This agreement is executed and agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF WASHINGTON, IOWA      CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238

\_\_\_\_\_  
For the City

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Wilford H. Stone

\_\_\_\_\_  
Zach Peterson

APPENDIX A  
ANNUAL RATES OF PAY

Appendix A: FY 22/23: Each employee will receive a 5% wage increase on 7-1-22.

An employee in the first four years of employment shall receive a yearly evaluation at least one month prior to the beginning of the next fiscal year. If evaluations are not completed before that date and no step increase has been provided the employee will advance to the next step {years 2 and 4) unless the delay was due to the illness, injury, or absence of the Chief or his designee. Beginning with the sixth year of employment and continuing through the eighth and tenth year of employment, the salary schedule bi-annual steps are automatic and not dependent on the evaluation.

A copy of evaluations and any recommendations shall be provided to the employee when completed.

If an employee feels that his/her evaluation is unfair, then he/she shall request a meeting between the employee, the supervisor, and the steward to discuss the evaluation.

If after this meeting, the employee still feels that the evaluation was unfair then a meeting will be set up between the employee, the supervisor, the steward and the city administrator to discuss the employee's evaluation.

CITY OF WASHINGTON  
**POLICE OFFICER SALARY STEPS**  
 Step Increases Performance Based (Yrs 1-5); Automatic@ Yrs. 6, 8, 10

FY22-23 Contract

|             |       | (Effective 7/01/22) |             |             |             |             |             |
|-------------|-------|---------------------|-------------|-------------|-------------|-------------|-------------|
| Step        |       | 1                   | 2           | 3           | 4           | 5           | 6           |
| <b>FY23</b> | 5.00% | \$50,130.73         | \$53,843.45 | \$57,556.18 | \$61,268.90 | \$64,982.99 | \$68,697.08 |

*Jaron P. Rosien, Mayor  
Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director  
Sally Hart, City Clerk  
Kevin Olson, City Attorney*



*City of Washington  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
(319) 653-5273 Fax*

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## **Memorandum**

June 13, 2022

To: Mayor & City Council  
Cc: Sally Hart, City Clerk

From: Kelsey Brown  
Finance Director

Re: Personnel Handbook Update – Chapter 14

This proposed update is to increase the limit of accumulated compensatory time from 36 hours to 48 hours in order to reflect the recent change in the approved public works contract. It has been standard practice to offer the same benefits to both union and non-union employees.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE PERSONNEL POLICIES  
OF THE CITY OF WASHINGTON, IOWA**

WHEREAS, the City has allowed employees to accumulate up to 36 hours of compensatory time and City staff recommends increasing the maximum accumulation to be 48 hours; and

WHEREAS, the City wishes to state this policy in the interest of fairness and equity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. The City Council directs that Chapter 14 of the Personnel Manual be revised as attached in Exhibit A to allow for increased compensatory time with a maximum of 48 hours.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

## CHAPTER 14

### OVERTIME AND COMPENSATORY TIME

Overtime shall be defined as any time actually worked in excess of forty (40) hours per week for non-public safety employees. Employees shall receive prior approval before working any overtime. Failure of an employee to receive prior approval before working any overtime shall result in discipline. It is the policy of the City to keep overtime work to a minimum. Employees shall be required to work such overtime as the City may require. Time taken off as sick leave, vacation, holidays, jury duty, voting leave, bereavement leave, and compensatory time shall not be counted as time worked for purposes of determining overtime. Notwithstanding that, scheduled weekend work for public works employees shall be compensated at an overtime rate.

When an employee is required to work in excess of forty (40) hours per week, he/she shall be paid at the rate of 1.5 times his/her normal rate of pay or receive compensatory time at the rate of 1.5 times the time worked. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime. Overtime will be compensated at the rate of 1.5 times the employee's regular straight time hourly rate of pay. It shall be computed to the nearest quarter hour for payment.

The City may grant an employee compensatory time off based on 1.5 hours off for each hour of overtime worked. The City and the employee shall mutually agree to the granted time off. Time granted shall be in increments of not less than four (4) hours or more than eight (8) hours. An employee may not use compensatory time if such use shall cause another employee to work overtime. An employee shall not accumulate at one time more than forty-eight (48) hours of compensatory time without the written approval of the department head. It must be taken as time off and cannot be converted to pay, except upon termination from employment.

An employee who is called back to work by the City shall be paid a minimum of two (2) hours pay or compensatory time off at the overtime rate, unless such callout is one hour or less prior to the employee's regular shift. Callout does not apply where an employee is ordered to work immediately before or after the employee's regular shift.

#### **EXCEPTIONS:**

**Management/Supervisory Employees:** Management/supervisory personnel who are exempt from the Federal Fair Labor Standards Act are not entitled to overtime compensation. However, such employees shall annually receive twenty-four (24) hours of compensatory time from the City. Management/supervisory personnel who are not exempt from the federal Fair Labor Standards Act shall receive compensatory time and overtime pursuant to such Act.

**Police Officers:** Police Officers earn overtime for work performed in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day period.

**Fire Drivers/Pump Operators:** Fire Driver/Pump Operators earn overtime for work performed in excess of two hundred twelve (212) hours in a twenty-eight (28) day period.



*Jaron P. Rosien, Mayor  
Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director  
Sally Hart, City Clerk  
Kevin Olson, City Attorney*



*City of Washington  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
(319) 653-5273 Fax*

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## **Memorandum**

June 13, 2022

To: Mayor & City Council  
Cc: Sally Hart, City Clerk

From: Kelsey Brown  
Finance Director

Re: Personnel Handbook Update – Chapter 25 and Chapter 29

In a recent review of our safety policies, it was noted a crucial form involved in all incidents was not referred to in our current Personnel Handbook. It is recommended council adopt changes in Chapter 25 (Workers Compensation) stating a supervisor must complete the Incident/Injury Report Form.

In addition, it is recommended to update Chapter 29 (Drug & Alcohol Abuse – Testing Procedures) to include the requirement that an Incident/Injury Report Form must be filed with the Safety Director. The amount of \$1,000 has been removed as we believe it is beneficial to have reports of damages, regardless of the estimated value. The last proposed change in Chapter 29 would state post-accident testing will be conducted on employees whose performance could have been contributed to the accident, however, this requirement could be waived by the City Administrator or Finance Director.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE PERSONNEL POLICIES  
OF THE CITY OF WASHINGTON, IOWA**

WHEREAS, the City follows procedures in the Safety Manual;

WHEREAS, the City wishes to update the personnel policies to reflect use of the Incident/Injury Report Form.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. The City Council directs that Chapter 25 and Chapter 29 of the Personnel Manual be revised as attached in Exhibit A to add the use of the Incident/Injury Report Form.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

## CHAPTER 29

### DRUG AND ALCOHOL ABUSE -- TESTING PROCEDURES --

The City is committed to ensuring that its employees work in a safe, drug-free environment. It is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner.

To effectuate this commitment, the City has determined that it must take the necessary steps to ensure that City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy, which covers all City employees not otherwise affected by state or federal drug testing laws. This policy is applicable to all applicants for city positions and all city employees at any time they are actually performing, preparing to perform, or immediately available to perform any paid function as designated by the City.

All employees in positions requiring Commercial Drivers Licenses are subject to the federal and state laws requiring drug and alcohol testing, and those laws supersede the provisions of this policy. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede the provisions of this policy.

#### DEFINITIONS:

**Safety Sensitive Employee:** A safety sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph. However, the City reserves the right to add or remove positions from its list of safety sensitive positions at any time. This includes part-time safety sensitive employees.

**Reasonable Suspicion Drug and Alcohol Test:** Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts, and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:

1. Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A credible source's report of alcohol use or the use of drugs. The City Administrator will have the final determination of who is a credible source.
4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.

5. Evidence that an employee has caused an accident while at work which resulted in property damage or personal injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, an Incident/Injury Report Form must be filed with the Safety Director.
6. Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
7. The employee's statement or admissions of drug use while he or she is a City employee.

**Positive Test:** An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he or she has a blood alcohol concentration equal to 0.04 or greater.

**Illegal Drugs/Substances:** Any substance that is illegal by law has not been legally obtained, or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.

**City Official:** Elected officers of the City including the Mayor and City Council members.

#### **POLICY STATEMENT/PROCEDURES:**

##### **Prohibited Activity:**

1. No employee shall illegally use, sell, transfer, purchase, or possess drugs, alcohol, controlled substances, or drug paraphernalia, or any combination thereof while in a City facility, vehicle, vessel, or aircraft or while performing City business, including business conducted in the employee's own home.
2. No employee shall report for work while under the influence of illegal drugs or alcohol. Furthermore, no employee shall report to work within four (4) hours of consuming alcohol even if the employee does not believe he or she is under the influence of alcohol during that time.
3. No employee shall use illegal drugs or consume alcohol while at work.
4. No employee shall use prescription drugs unless: (1) a doctor has prescribed the medication to the employee; and (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform the essential duties of his or her job without endangering the public's, coworkers', or the employee's safety.
  - a. Any employee using properly prescribed drugs that may impair the employee or affect the employee's job performance shall notify his or her immediate supervisor about the use of the drug. A drug may impair an employee or affect an employee's job performance if it may cause the employee dizziness or drowsiness or the employee or the employee's doctor believe the drug will impair the employee or affect the employee's job performance in some way.
  - b. If an employee is using a prescription drug and his or her doctor has advised him or her that the drug may adversely affect the employee's ability to perform the essential duties of his or her job, the employee shall advise his or her supervisor of the adverse effects and the prescribed period of use.
  - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the medical file of the

employee maintained by City Administrator. See subsection G for information regarding the storage of drug test results and other medical information.

- d. Any employee using properly prescribed prescription drugs must carry the medication in its original container and the container must be labeled with the employee's name, employee's doctor, dosage, and the name of the drug prescribed.
5. Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

**Notification:**

1. The City will notify applicants of this drug and alcohol testing policy at the time of his or her first interview.
2. The City will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, drugs and alcohol to be tested, and drug and alcohol testing requirements.
3. All drug testing results and other confidential information will be kept confidential.
4. Each employee and applicant will sign a form acknowledging receipt of these materials.

**Employee Drug Testing:**

1. Post-Accident Testing: After an accident, testing will be conducted on employees whose performance could have contributed to the accident. if (1) it is required by state or federal law; or (2) reasonable suspicion exists.
  - a. Waiving of post-accident testing must have approval from the City Administrator or Finance Director.

**Drug Testing Procedures:**

1. Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample.
2. Drug testing will be conducted at a location designated by a supervisor or the City Administrator.
3. The City will designate the type of testing to be performed on the sample collected.
4. Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.
5. A specimen testing positive will undergo an additional test to confirm the initial result.
6. The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to, marijuana, cocaine, heroin, amphetamine, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process.
7. Any employee who breaches the confidentiality of testing information shall be subject to discipline.
8. The City shall pay all testing costs for pre-employment, reasonable suspicion, regularly scheduled, or follow-up drug or alcohol testing ordered by the City.
9. In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer, and the City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

**Post-Testing Procedures:**

1. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. The employee may request a copy of the memorandum be placed in the employee's medical file.
2. An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action up to and including discharge.
3. If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including discharge.
4. If the Substance Abuse Professional determines that the employee has a drug or alcohol related problem the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

**Drug Test Results:**

1. All records pertaining to required drug tests shall remain confidential and shall not be disclosed without the written permission of the person whose records are sought. The City Administrator shall have access to the records for purposes of employment decisions. Computerized record keeping shall comply with this provision of the policy.
2. Drug test results and records shall be stored and securely retained for an indefinite period in an employee medical file maintained by the City Administrator.

**Responsibility:**

1. It shall be the responsibility of the City Administrator to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee.
2. It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including discharge.

**SPECIAL REQUIREMENTS FOR EMPLOYEES POSSESSING COMMERCIAL DRIVERS' LICENSES.** If the test of an employee who is subject to the requirements of federal DOT drug and alcohol testing results in an MRO verified positive test for the use of drugs or an alcohol concentration of 0.04 or greater, the employee will be referred to an appropriate substance abuse professional for assessment and enrollment in a treatment and rehabilitation program, if recommended. Results of the positive drug or alcohol test and terms of the rehabilitation will remain confidential, except as provided by the Federal Regulations. Confirmation of a verified positive test for an alcohol concentration of 0.04 or greater may result in immediate termination. Confirmation of a verified positive test for the use of drugs or an alcohol concentration of 0.10 or greater will result in immediate termination.

Employees referred to the treatment and rehabilitation program as a result of an MRO verified positive test or breath testing showing an alcohol concentration above 0.04 must immediately cease any substance abuse, must be subject to testing before returning to safety sensitive duty, must

subject themselves to periodic unannounced testing for a period not to exceed sixty months, and must comply with all other conditions of the treatment and counseling program recommended by the substance abuse professional.

None of the expenses of the substance abuse treatment and rehabilitation program shall be paid for by the City. An employee required to take time off in order to participate in a rehabilitation program will be permitted to use sick leave, vacation time, and/or unpaid leave, if employee has not been terminated.

If an employee is undergoing substance abuse treatment and counseling or has returned to duty upon successfully completing such treatment and rehabilitation and a subsequent test is verified by the MRO as positive, or results in an alcohol concentration of 0.04 or greater, the employee will be terminated.

Employees who undergo substance abuse treatment and counseling under this policy and who continue to work must meet all established standards of conduct and job performance.

This policy shall be supplemented by the City of Washington Substance Abuse Prevention Program for drugs and alcohol as administered by ADMED, Ltd., and shall meet all requirements of administration procedures of the Department of Transportation (DOT) substance abuse prevention program pursuant to the Commercial Driver's License Regulations, Code of Federal Regulations, Title 49(49 CFR), Part 382.

**RESOLUTION \_\_\_\_\_**

**RESOLUTION SETTING THE SALARIES FOR THE  
APPOINTED OFFICERS AND EMPLOYEES OF  
THE CITY OF WASHINGTON FOR FISCAL YEAR 2022-2023.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON,  
IOWA:

SECTION 1. In accordance with the results of personnel evaluations conducted by the City Administrator, decisions of the Council and collective bargaining agreements, as applicable, the following persons and full-time positions shall be paid salaries or wages indicated and the Finance Director is authorized to issue warrants less legally required authorized deductions from the amounts set out below, bi-weekly, not including longevity pay; and make such contributions to IPERS and FICA and other purposes as required by law or authorization of the Council, subject to audit and review by the City Council:

Police:

|                    |                |                     |                |
|--------------------|----------------|---------------------|----------------|
| Lester, James      | \$3,684.21/ppd | Chalupa, Jason      | \$2,785.05/ppd |
| Hansen, Lyle       | \$3,070.74/ppd | Kephart, Aaron      | \$2,499.35/ppd |
| Hill, Rhonda       | \$27.43/hr     | Kephart, Eric       | \$2,699.89/ppd |
| Adam, Seth         | \$2,642.20/ppd | Lavelly, Tanner     | \$2,642.20/ppd |
| Altenhofen, Ben    | \$2,785.05/ppd | Raymer, Christopher | \$2,642.20/ppd |
| Altenhofen, Shamus | \$3,070.74/ppd | VanWilligen, Brian  | \$2,785.05/ppd |

Fire:

|                   |                |
|-------------------|----------------|
| Wide, Tom         | \$1,964.50/ppd |
| Chenoweth, Mark   | \$1,914.69/ppd |
| Guengerich, Jerry | \$1,800.45/ppd |
| Wagner, Bill      | \$1,964.50/ppd |

Library:

|                     |                |
|---------------------|----------------|
| Siegfried, Cary Ann | \$2,826.93/ppd |
| Harris, Jenisa      | \$20.06/hr     |
| Kunz, Leann         | \$22.53/hr     |
| Valentine, Tammy    | \$17.72/hr     |
| Weidner, Jolisa     | \$22.18/hr     |

Maint/Construction:

|                 |                |
|-----------------|----------------|
| Bell, JJ        | \$3,339.20/ppd |
| Wibstad, Zach   | \$32.72/hr     |
| Beal, Marshall  | \$19.82/hr     |
| Brinning, Jacob | \$21.03/hr     |
| Greiner, Dick   | \$27.72/hr     |
| Hunter, Trenten | \$19.25/hr     |
| Lehman, Brody   | \$19.25/hr     |
| Quigley, Jay    | \$31.52/hr     |
| Samo, Ben       | \$25.36/hr     |
| Sanow, Jacob    | \$19.82/hr     |

Development Services:

|               |            |
|---------------|------------|
| Duwa, Jeff    | \$26.22/hr |
| Henkel, Keith | \$33.09/hr |

Parks:

|                 |                |
|-----------------|----------------|
| Pacha, Nick     | \$2,573.76/ppd |
| Peterson, Jason | \$20.42/hr     |

Water Plant:

|                  |            |
|------------------|------------|
| Wellington, Kyle | \$38.87/hr |
| Tapken, Will     | \$20.42/hr |

Cemetery:

|               |            |
|---------------|------------|
| Duvall, Nick  | \$30.60/hr |
| Glandon, Seth | \$20.42/hr |

(CONTINUED)



Administration:

|                  |                |
|------------------|----------------|
| McCusker, Deanna | \$4,240.38/ppd |
| Albert, Kirk     | \$22.31/hr     |
| Brown, Kelsey    | \$3,109.65/ppd |
| Hart, Sally      | \$2,593.51/ppd |
| Krotz, Linda     | \$21.27/hr     |
| Wagler, Deb      | \$28.41/hr     |

Sewer Plant:

|                |            |
|----------------|------------|
| Whisler, Jason | \$38.87/hr |
| Turner, Parker | \$26.91/hr |
| Henkel, Dylan  | \$19.25/hr |

This Resolution shall be effective as of the first pay date in July.

PASSED AND APPROVED this 21<sup>th</sup> day of June, 2022.

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Jaron P. Rosien, Mayor

ATTEST:

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Sally Hart, City Clerk

*Jaron P. Rosien, Mayor  
Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director  
Sally Y. Hart, City Clerk  
Kevin Olson, City Attorney*



*City of Washington  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
(319) 653-5273 Fax*

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## **Memorandum**

June 13, 2022

To: Mayor & City Council

From: Sally Y. Hart  
City Clerk

Re: T-Mobile Hometown Grant Program

T-Mobile has a Hometown Grant program that helps small towns across the country invest in their local communities. T-Mobile has partnered with Main Street America and Smart Growth America on this grant program that provides up to \$50,000 to 100 towns each year. The program has helped fund a variety of projects including outdoor parks. The goal is to help fund projects to “build, rebuild, or refresh community spaces that help foster local connections in your town.”

City staff recommends applying for this grant to help fund the Wellness Park Playground Project. This project will provide a place for children to play and will include a surface that allows for people of different levels of mobility the opportunity to enjoy the playground.

Multiple entities are involved in the planning and/or funding of this project including the Park Board, Kiwanis AMers, and the Hotel/Motel Tax Committee.

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION ENDORSING AN APPLICATION FOR T-MOBILE  
HOMETOWN GRANT FUNDS**

WHEREAS, the Wellness Park promotes outdoor recreation and is a regional draw for activities; and

WHEREAS, the Wellness Park facilities would be able to provide more outdoor recreational space for children of all ages with a play structure on an accessible surface; and

WHEREAS, the City may apply for a T-Mobile Hometown Grant; and

WHEREAS, the City of Washington will provide a funding match of \$50,000 with Municipal Grant Funds allocated by the Washington County Riverboat Foundation; and

WHEREAS, the play structure, surface, and installation is estimated to cost approximately \$225,000; and

WHEREAS, in order to be eligible to apply this quarter for a \$50,000 T-Mobile Hometown Grant, an application must be submitted by June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. The City Council endorses the submission of an application for grant funds to the T-Mobile Hometown Grant Program in the amount of \$50,000 for the Wellness Park accessible playground project.

Section 2. The City Council states its commitment in partnering with local non-profit organizations to increase the regional use of the Wellness Park for outdoor recreational activities.

Section 3. Funding allocated in this Resolution is contingent on the receipt of the T-Mobile Hometown Grant.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk



# GARDEN & ASSOCIATES, LTD.

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1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

June 15, 2022

Deanna McCusker, City Administrator  
City of Washington  
215 E. Washington Street  
Washington, IA 52353

Re: Buchanan Street Paving & Reconstruction  
Washington, Iowa  
STBG-SWAP-8140(612)—SG-92  
G&A 5020201

Dear Deanna:

Enclosed herewith for your review and approval is one (1) copy of Pay Application No. 6 for the referenced project. As shown, the payment due to the contractor is \$134,671.66, of this \$106,320.60 will be reimbursed by the Iowa Department of Transportation for participating items at this time per the attached "Claim for Reimbursement" form. If the Council approves the Pay Application, sign the documents in Doc Express and forward payment to DeLong Construction, Inc.

After you have reviewed, please contact me with any questions or comments.

Sincerely,  
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

Enc: Pay Application No. 6 (1 copy)  
Claim for Reimbursement #6

JP/fs



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. 6

|                                                                         |                                           |
|-------------------------------------------------------------------------|-------------------------------------------|
| Application Period: 5/7/22 - 6/10/22                                    | Application Date: 6/14/2022               |
| From (Contractor): DeLong Construction, Inc.                            | Via (Engineer): Garden & Associates, LTD. |
| Contract: West Buchanan Street Paving & Reconstruction Washington, Iowa | Engineer's Project No.: 5020201           |
| Owner's Contract No.: STBG-SWAP-8140(612)-SG-92                         |                                           |

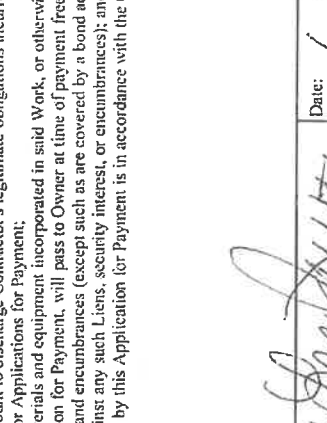
Contract Working Day Summary: Original Contract Time: 90  
 Added by Change Order: \_\_\_\_\_  
 Contract Time To Date: 90  
 Working Days Used to Date: 0  
 Working Days Remaining: 90

## Application For Payment Change Order Summary


| Approved Change Orders      | Number | Additions   | Deductions   |
|-----------------------------|--------|-------------|--------------|
|                             | 1      |             | \$61,871.35  |
|                             | 2      | \$12,775.00 |              |
| TOTALS                      |        | \$12,775.00 | \$61,871.35  |
| NET CHANGE BY CHANGE ORDERS |        |             | -\$49,096.35 |

1. ORIGINAL CONTRACT PRICE..... \$ 1,712,167.30
2. Net change by Change Orders..... \$ -\$49,096.35
3. Current Contract Price (Line 1 ± 2)..... \$ 1,663,070.95
4. TOTAL COMPLETED AND STORED TO DATE (Work from Progress Estimates)..... \$ 799,846.50
5. RETAINAGE:
  - a. 3% X \$799,846.50 Work Completed..... \$ 23,995.40
  - b. 3% X \_\_\_\_\_ Stored Material..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 23,995.40
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 775,851.11
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 641,179.45
8. AMOUNT DUE THIS APPLICATION..... \$ 134,671.66
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 887,219.85

**Contractor's Certification**  
 The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 6-14-22

Payment of: \$ 134,671.66  
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) Date: 6-14-2022

Payment of: \$ 134,671.66  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) Date: \_\_\_\_\_





ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

**Contractor's Application for Payment No. 1**

|                       |                          |                           |                     |                         |                           |
|-----------------------|--------------------------|---------------------------|---------------------|-------------------------|---------------------------|
| To (Owner):           | City of Washington       | Application Period:       | Thru June 10, 2022  | Application Date:       | 6/6/2022                  |
| Project:              | NLW Subdivision - Plat 2 | From (Contractor):        | DeLang Construction | Via (Engineer):         | Garden & Associates, Ltd. |
| Owner's Contract No.: |                          | Contract:                 | NLW Plat 2          | Engineer's Project No.: | 7021157                   |
|                       |                          | Contractor's Project No.: |                     |                         |                           |

**Change Order Summary**

| Approved Change Orders Number | Additions | Deductions   |
|-------------------------------|-----------|--------------|
| 1                             |           | \$23,570.00  |
| TOTALS                        |           | \$23,570.00  |
| NET CHANGE BY CHANGE ORDERS   |           | -\$23,570.00 |

Contract Working Day Summary:

Original Contract Time: \_\_\_\_\_

Added by Change Order: \_\_\_\_\_

Contract Time To Date: \_\_\_\_\_

Working Days Used to Date: \_\_\_\_\_

Working Days Remaining: \_\_\_\_\_

1. ORIGINAL CONTRACT PRICE..... \$ 597,074.50
2. Net change by Change Orders..... \$ -23,570.00
3. Current Contract Price (Line 1 ± 2)..... \$ 573,504.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 109,807.00
5. RETAINAGE:
  - a. 5% X \$29,350.00 Work Completed..... \$ 1,467.50
  - b. 5% X \$80,457.00 Stored Material..... \$ 4,022.85
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 5,490.35
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 104,316.65
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
8. AMOUNT DUE THIS APPLICATION..... \$ 104,316.65
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 469,187.85

**Contractor's Certification**

The undersigned Contractor certifies to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner identifying Owner against any such Liens, security interests, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: *John A. Spitzer* Date: 6-14-22

Payment of: \$ 104,316.65 (Line 8 or other - attach explanation of the other amount)

is recommended by: *Paul B. B...* (Engineer) Date: 6-14-2022

Payment of: \$ 104,316.65 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 92, WATER RATES  
AND CHAPTER 99, SEWER USER CHARGE**

**BE IT ORDAINED** by the City Council of the City of Washington, Iowa:

**SECTION 1.** The Code of Ordinances of the City of Washington, Iowa, 2014, Section 92.02, titled, "Rates for Service", is hereby amended to read as follows by amending Section 92.02 (1) and (2):

**"92.02 RATES FOR SERVICE.** Water service shall be furnished at the following rates with the City:

1. Base Charge. There shall be a basic monthly water service charge of seventeen dollars and eighty-five cents (\$17.85) per account.
2. Usage Rates. Customers shall be charged for water usage in accordance with the following rate schedule:

*(Code of Iowa, Sec. 384.84[1])*

| Cubic Feet Used Per Month | Rate                      |
|---------------------------|---------------------------|
| All Usage                 | \$4.99 per 100 cubic feet |

”

**SECTION 2.** The Code of Ordinances of the City of Washington, Iowa, 2014, Section 99.01, titled, "Rates for Service", is hereby amended to read as follows by amending Section 99.01(1) and (2):

**"99.01 SEWER SERVICE CHARGES REQUIRED.** The monthly sewer use charge shall be in accordance with the following:

1. Non-Residential Customers.
  - A. For each water meter of every nonresidential property receiving municipal sewer service using 1,400 cubic feet or less of water, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month plus \$4.68 per 100 cubic feet of water used.
  - B. For each water meter of every nonresidential property receiving municipal sewer service using between 1,401 and 15,000 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$63.00 per month plus \$4.68 per 100 cubic feet of water used.
  - C. For each water meter of every nonresidential property receiving municipal sewer service using between 15,001 and 100,000 cubic feet of



water, with or without a water meter, the charge shall be an amount equal to the sum of \$126.00 per month plus \$4.68 per 100 cubic feet of water used.

D. For each water meter of every nonresidential property receiving municipal sewer service using more than 100,001 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$252.00 per month plus \$4.68 per 100 cubic feet of water used.

2. Residential Customers. For each water meter of every residential property (including multiple-family residential properties) receiving municipal sewer service, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month per dwelling unit plus \$4.68 per 100 cubic feet of water used.”

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

Approved on First Reading: May 17, 2022  
Approved on Second Reading: June 7, 2022  
Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk



# Washington Police Department

James Lester, Chief of Police  
215 East Washington Street  
Washington, Iowa 52353  
Phone: 319-653-2256 Dispatch: 319-653-2107

---

Rhonda Hill  
Administrative Assistant

June 14, 2022

Lyle Hansen  
Lieutenant

Shamus Altenhofen  
Lieutenant

Jason Chalupa  
Sergeant

Benjamin Altenhofen  
Sergeant

Brian Van Willigen  
Investigator

Eric Kephart  
K-9 Handler

Seth Adam  
Police Officer

Aaron Kephart  
Police Officer

Tanner Lavelly  
Police Officer

Christopher Raymer  
Police Officer

To: Mayor and City Council

Cc: City Administrator Deanna McCusker and City Clerk Sally Hart

Ref.: Parking and Streets Regulation Committee Proposal

Several months ago, Mayor Rosien appointed a Parking and Streets Regulation Committee to make a review and present some options to City Council for some Ordinance changes.

The committee has met and based on discussions, input from residents and concerns for safety we present the following document for your review during the Workshop portion of the City Council meeting on June 21, 2022.

The proposed language changes along with maps of many of the areas are included with this Memo.

I've also prepared three documents for your consideration amending the Ordinances as proposed.

If there are any questions about any of the proposed changes you would like answered in advance, please don't hesitate to contact me.

Respectfully,

  
Jim Lester  
Chief of Police

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE  
CITY OF WASHINGTON, IOWA, BY AMENDING  
CHAPTER 65 STOP OR YIELD REQUIRED

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

**SECTION 1. Add Paragraphs.** Section 65.02 Stop Required the following new paragraphs are added as follows:

267. Old Highway 1 and North Marion Avenue (northwest bound stop).

268. Meadow View Lane and South Twelfth Avenue (eastbound stop).

**SECTION 2. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 3. Severability.** If any section, provision or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

Attest:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

Approved on First Reading: \_\_\_\_\_

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE  
CITY OF WASHINGTON, IOWA, BY AMENDING  
CHAPTER 70 TRAFFIC CODE ENFORCEMENT PROCEDURES**

**BE IT ORDAINED** by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

**SECTION 1. Amend. 70.03 “Parking Violations: Alternate.” is amended as follows:**

Uncontested violations of parking restrictions imposed by this Code of Ordinances shall be charged upon a simple notice of a fine payable at the Police Department. The fine for each violation charged under a simple notice of a fine shall be in the amount of \$25.00 for all violations except improper use of a persons with disabilities parking permit or as specified in each subsection. If such fine is not paid within thirty (30) days, it shall be increased by \$5.00. The fine for improper use of a persons with disabilities parking permit is \$100.00. Failure to pay the notice is grounds for filing of a complaint in District Court.

Contested parking violations will be filed with the District Court as City Ordinance Violations. Violations filed in District Court shall, upon conviction, be subject to a fine as listed in Chapter 1.14 of this Code of Ordinances.

As an alternative to filing unpaid notices in District Court, the city may follow an alternate procedure. The City of Washington will provide a written notice to all owners of vehicles with unpaid parking violations that are more than 30 days old indicating the total amount due, including the \$5 late charge.

If no response or payment is made by the vehicle owner after ninety (90) days of issuance, the city may use an alternate method:

- A. Provide a list of the owner’s name, driver’s license or social security number, and the license plate numbers for all such unpaid fines to the Washington County Treasurer. The Treasurer will enter a “stop” on the registered owner(s) in the Iowa DOT system and refuse to renew the registration of any vehicle on which the individual is an owner, lessee, or primary operator pursuant to the authority of Iowa Code Section 321.40 and 321.236. (Code of Iowa, Sec. 321.236[1b] & 321L.4[2]). OR
- B. For persons with more than \$50 in unpaid fines, the city may provide the owner’s name and social security number and amount owed to the State of Iowa Department of Administrative Services Offset Program.

**SECTION 2. Amend. 70.06 “Impounding Vehicles” is amended as follows:**

A peace officer is hereby authorized to remove, or cause to be removed, a vehicle from a street, public alley, public parking lot or highway to the nearest garage or other place of safety, or to a garage designated or maintained by the City, under the circumstances hereinafter enumerated:

1. Disabled Vehicle. When a vehicle is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.  
(Code of Iowa, Sec. 321.236[1]).
  
2. Illegally Parked Vehicle. When any vehicle is left unattended and is so illegally parked as to constitute a definite hazard or obstruction to the normal movement of traffic.  
(Code of Iowa, Sec. 321.236[1])
  
3. Snow Removal. When any vehicle is left parked in violation of a ban on parking during snow removal operations.
  
4. Parked Over Limited Time Period. When any vehicle is left parked for a continuous period in violation of any limited parking time and the vehicle has been tagged with a warning notice of towing. If the owner can be located, the owner may be given an opportunity to remove the vehicle, or the vehicle shall be towed.  
(Code of Iowa, Sec. 321.236[1])
  
5. Junk Vehicle. When a vehicle meets the definition of a junk vehicle as defined in City Ordinance Chapter 51 or the vehicle has one or more flat tires and has been parked or standing for more than 24 hours.
  
6. Costs. In addition to the standard penalties provided, the owner or driver of any vehicle impounded for the violation of any of the provisions of this chapter shall be required to pay the reasonable cost of towing and storage.  
(Code of Iowa, Sec. 321.236[1])

**SECTION 3. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 4. Severability.** If any section, provision or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

Attest:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

Approved on First Reading: \_\_\_\_\_

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE  
CITY OF WASHINGTON, IOWA, BY AMENDING  
CHAPTER 69 PARKING REGULATIONS**

**BE IT ORDAINED** by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

**SECTION 1. Amend. 69.05 “Parking for Certain Purposes Illegal” is amended as follows:**

No person shall park a vehicle upon public property for more than 24 hours. Parking is prohibited unless otherwise limited under the provisions of this chapter, ~~or~~ for any of the following principal purposes:

(Code of Iowa, Sec. 321.236[1])

1. Sale. Displaying such vehicle for sale.
2. Repairing. For lubricating, repairing or for commercial washing of such vehicle except such repairs as are necessitated by an emergency.
3. Advertising. Displaying advertising.
4. Merchandise Sales. Selling merchandise from such vehicle except in a duly established marketplace or when so authorized or licensed under this Code of Ordinances.

**SECTION 2. Add Paragraph.** A new Section 69.06 “Parking Prohibited” Paragraph 19 is added as follows: “No Parking Zones. No person shall park a vehicle adjacent to any curb or in any area of the public right-of-way that has been painted yellow or where official signs are posted prohibiting parking.”

**SECTION 3. Amend. Section 69.08 “No Parking Zones” the following paragraphs are amended as follows:**

3. South Avenue B, on the west side, from Madison Street to Tyler Street, and on the east side from Tyler to Sitler Drive.
4. South Avenue C, on the east side, for a distance of 30 feet south from its intersection with West Madison Street and on the west side, from West Madison Street to West Tyler Street.
9. North Fourth Avenue on the east side, from East Main Street to East Fifth Street.

35. South Fourth Avenue, on the west side of the street between East Madison and East Van Buren from 7:30 a.m. to 4:00 p.m. on school days.
36. South Fourth Avenue on the east side, beginning at a point 200 feet south of the centerline of East Monroe Street and extending south to a point 200 feet south of the centerline of East Jackson Street, from 7:30 a.m. to 4:00 p.m. on school days.
37. South Fourth Avenue, on the east side, from Jefferson Street to Washington Street.
38. South Fourth Avenue, on the west side from East Washington Street to East Jefferson Street, from 7:30 a.m. to 4:00 p.m. on school days.
48. East Van Buren Street, on the south side, from South Seventh Avenue to 300 feet east of the intersection with South Tenth Avenue.
49. East Van Buren Street, on the south side, for a distance of 63 feet west from its intersection with Fourth Avenue.
50. East Van Buren Street, on both sides, for a distance of 145 feet east of the centerline of South Iowa Avenue.
51. West Van Buren Street, on the south side, for a distance of 135 feet west of the centerline of South Iowa Avenue and on the north side between South Iowa Avenue and South Avenue D, from 7:30 a.m. to 4:00 p.m. on school days.
92. South Sixth Avenue, on the east side between East Monroe Street and East Van Buren Street from 7:30 a.m. to 4:00 p.m. on school days.
93. North Iowa Avenue, on the west side from West Fifth Street to West Eighth Street and on the east side. for a distance of 80 feet north of the centerline of West 5th Street.
94. North Marion Avenue, on the west side from West Fifth Street to West Eighth Street and on the east side. for a distance of 80 feet north of the centerline of West 5th Street.

**SECTION 4. Add Paragraphs. Section 69.06 “Parking Prohibited” the following new paragraphs are added as follows:**

102. South Avenue C, on the west side from West Madison Street to the first alley north of said intersection.



**103.** East Main Street, on the north side from North Third Avenue to North Sixth Avenue.

**104.** East Main Street, on the south side for 144 feet east from the centerline with North Fourth Avenue.

**105.** East Second Street, on the north side from North Third Avenue to North Sixth Avenue.

**106.** East Second Street, on the south side for 85 feet east from the centerline with North Fourth Avenue.

**107.** East Third Street, on the south side for 90 feet east from the centerline with North Iowa Avenue.

**108.** West Third Street, on the south side for 70 feet west from the centerline with North Iowa Avenue.

**109.** West Third Street, on the south side for 90 feet east from the centerline with North Marion Avenue.

**110.** North Iowa Avenue, on the east side for 50 feet south from the centerline with Third Street.

**111.** North Iowa Avenue, on the west side for 50 feet south from the centerline with Third Street.

**112.** North Avenue D, on the east side for 100 feet south from the centerline with West Sixth Street.

**113.** North Avenue D, on both sides for 100 feet north from the centerline with West Sixth.

**114.** Highland Avenue, on the east side for 455 feet north of the intersection with Highland Court.

**115.** Campbell Drive, on the inside curb from the intersection with Country Club Road to the cul-de-sac.

**116.** Green Meadows Drive on both sides of the street from its intersection with West Madison Street to its intersection with West Main Street.

**117.** North Iowa Avenue, on the east side for 50 feet south from the centerline with Second Street.

**118.** North Iowa Avenue, on the west side for 50 feet south from the centerline with Second Street.

119. East Tyler Street, on the north side between South Sixth Avenue and Circle Drive.

120. Circle Drive, on the south and west sides between South Sixth Avenue and East Tyler Street.

**SECTION 5. Amend. 69.10 Truck Parking Limited is amended as follows:**

(Code of Iowa, Sec. 321.236[1]) (321.1)

1. No person shall park or leave standing any commercial vehicle, motor truck, truck tractor, trailer, semi-trailer, motor home or travel trailer on any street, avenue, or boulevard in the City between the time of sunset and sunrise. The provisions of this subsection do not apply to light delivery trucks, pickup trucks or pickup trucks that are part of a combination vehicle that is less than forty (40) feet in total length.

2. No person shall park any truck or van on the west side of B Avenue from the intersection of Washington Street to the first alley south of said intersection.

**SECTION 6. Repeal. Paragraph 69.12 One Vehicle, One Hour Parking is hereby repealed.**

**SECTION 7. Add Paragraph 69.12 Snow Ban Parking:**

The following parking regulations shall be in effect from November 1 to April 1 to allow for the safe initiation and completion of ice and snow removal operations.

No vehicle shall be left parked, abandoned, or unattended on any street or alley in the City during snow removal operations, or before such operations have removed or cleared accumulated snow or ice from the street to each curb edge or shoulder.

Snow Ban Parking does not apply within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, including Second Street, Second Avenue, Jefferson Street and Avenue B, during normal business hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. and during normal weekend, evening, or holiday hours.

The fine for each violation of this subsection shall be \$50 with contested and unpaid violations handled as provided for in Section 70.03 of these Ordinances.

**SECTION 8. Amend. Paragraph 69.13 Snow Emergency is amended as follows:**

Upon the Mayor's declaration of a Snow Emergency, persons shall comply with the following:

A. Residential Areas:

No person shall park, abandon, or leave unattended any vehicle on any public street or alley unless the snow has been removed or plowed from the street to each curb edge or alley and the snow has ceased to fall.

B. Downtown Area:

From 10pm to 6am when signs are posted in the northwest and southeast corners of Central Park no vehicles shall park within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, but not including any portion of Second Street, Second Avenue, Jefferson Street or Avenue B.

The foregoing prohibition shall not apply to the above-described areas during normal business hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. and during normal weekend, evening, or holiday hours.

A Snow Emergency shall continue from its proclamation through the duration of the snow or ice storm and the forty-eight (48) hour period after cessation of such storm, except as above provided on streets that have had snow completely cleared to the curb edge or at a time otherwise declared by the Mayor.

Such a ban shall be of uniform in application and the Police Chief is directed to publicize the requirements widely, using all available news media, in early November each year.

Where predictions or occurrences indicate the need, the Mayor, may proclaim a snow emergency and the Police Chief shall inform the news media and publicize the proclamation and the parking rules thereunder. Such emergency may be extended or shortened when conditions warrant.

The fine for each violation of this subsection shall be \$50 with contested and unpaid violations handled as provided for in Section 70.03 of these Ordinances.

**SECTION 9. Repeal. Sections 69.14 Snow Routes, 69.16 Reserved Parking and 69.18 Preferred Student Parking Space are hereby repealed.**

**SECTION 10. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 11. Severability.** If any section, provision or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 12. Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

Attest:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

Approved on First Reading: \_\_\_\_\_

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
City Clerk

Proposed Changes  
Chapter 65 Stop or Yield Required  
Chapter 69 Parking Regulations  
Chapter 70 Traffic Code Enforcement Procedures

**65.02 STOP REQUIRED.**

Every driver of a vehicle shall stop in accordance with the following:  
(Code of Iowa, Sec. 321.345)  
{Numbers 1 – 266}

**ADD:**

- 267. Old Highway 1 and North Marion Avenue (northwest bound stop).
- 268. Meadow View Lane and South Twelfth Avenue (eastbound stop).

**69.05 PARKING FOR CERTAIN PURPOSES ILLEGAL.**

No person shall park a vehicle upon public property for more than 24 hours. **Parking is prohibited** unless otherwise limited under the provisions of this chapter, ~~or~~ for any of the following principal purposes:  
(Code of Iowa, Sec. 321.236[1])

1. Sale. Displaying such vehicle for sale.
2. Repairing. For lubricating, repairing or for commercial washing of such vehicle except such repairs as are necessitated by an emergency.
3. Advertising. Displaying advertising.
4. Merchandise Sales. Selling merchandise from such vehicle except in a duly established marketplace or when so authorized or licensed under this Code of Ordinances.

**69.06 PARKING PROHIBITED.**

No one shall stop, stand, or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:  
{Numbers 1 – 18}

**ADD:**

19. No Parking Zones. No person shall park a vehicle adjacent to any curb or in any area of the public right-of-way that has been painted yellow or where official signs are posted prohibiting parking.

**69.08 NO PARKING ZONES.**

No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

(Code of Iowa, Sec. 321.236[1])

{Numbers 1 – 101}

**AMEND:**

3. South Avenue B, on the west side, from Madison Street to Tyler Street, and on the east side from Tyler to Sitler Drive, ~~from 7:30 a.m. to 4:00 p.m. on school days.~~

4. South Avenue C, on the east side, for a distance of 30 feet south from its intersection with West Madison Street, ~~and on the west side, from West Madison Street to West Tyler Street.~~

9. North Fourth Avenue on the east side, from East ~~Main~~ Third Street to East ~~Fourth~~ Fifth Street.

35. South Fourth Avenue, on the west side of the street between East Madison and East Van Buren ~~forty (40) feet south of East Jackson Street~~, from 7:30 a.m. to 4:00 p.m. on school days. (Subsection 35 – Ord. 1123 – Jun. 21 Supp.)

~~36. South Fourth Avenue, on the west side, from its intersection with East Tyler Street, south and west to the County hospital.~~

~~36. 37.~~ South Fourth Avenue in the vicinity of Lincoln School:

~~A.~~ On the east side, beginning at a point 200 feet south of the centerline of East Monroe Street and extending south to a point 200 feet south of the centerline of East Jackson Street, from ~~7:30 a.m.~~ 8:00 a.m. to 4:00 p.m. on school days.

~~B.~~ On the west side, beginning at a point 100 feet south of the centerline of East Monroe Street and extending south to a point 170 feet south of the centerline of East Jackson Street, from ~~8:00 a.m. to 4:00 p.m. on school days.~~

~~37. 38.~~ South Fourth Avenue, on the east side, from Jefferson Street to Washington Street.

38. South Fourth Avenue, on the west side from East Washington Street to East Jefferson Street, from 7:30 a.m. to 4:00 p.m. on school days.

48. East Van Buren Street, on the south side, ~~for a distance of 135 feet east from its intersection with South Seventh Avenue~~ ~~Ninth Avenue~~ to 300 feet east of the intersection with South Tenth Avenue, throughout the year, and from that point to a point 770 feet east of said intersection and from South Seventh Avenue to South Ninth Avenue from August 15 to November 15 of each year.

49. East Van Buren Street, on the south side, for a distance of 63 feet west from its intersection with Fourth Avenue.

50. East Van Buren Street, on both sides, for a distance of 145 feet east of the centerline of South Iowa Avenue.

51. West Van Buren Street, on the south side, for a distance of 135 feet west of the centerline of South Iowa Avenue; and on the north side between South Iowa Avenue and South Avenue D, from 7:30 a.m. to 4:00 p.m. on school days.

~~92. South Avenue C, on the west side, from Madison Street to Tyler Street, from 7:30 a.m. to 4:00 p.m. on school days.  
(Subsection 92 – Ord. 1112 – Dec. 20 Supp.)~~

92. South Sixth Avenue, on the east side between East Monroe Street and East Van Buren Street from 7:30 a.m. to 4:00 p.m. on school days.

93. North Iowa Avenue, on the ~~west east side from West Fifth Street to West Eighth Street and on the east side.~~ for a distance of 80 feet ~~and on the west side, for a distance of 100 feet north of the centerline of West 5th Street.~~

94. North Marion Avenue, on the ~~west east side from West Fifth Street to West Eighth Street and on the east side.~~ for a distance of 80 feet. ~~and on the west side, for a distance of 100 feet north of the centerline of West 5th Street.~~  
(Subsections 93-94 – Ord. 1117 – Apr. 21 Supp.)

**Add:**

102. South Avenue C, on the west side from West Madison Street to the first alley north of said intersection.

103. East Main Street, on the north side from North Third Avenue to North Sixth Avenue.

104. East Main Street, on the south side for 144 feet east from the centerline with North Fourth Avenue.

105. East Second Street, on the north side from North Third Avenue to North Sixth Avenue.

106. East Second Street, on the south side for 85 feet east from the centerline with North Fourth Avenue.

107. East Third Street, on the south side for 90 feet east from the centerline with North Iowa Avenue.

108. West Third Street, on the south side for 70 feet west from the centerline with North Iowa Avenue.

109. West Third Street, on the south side for 90 feet east from the centerline with North Marion Avenue.
110. North Iowa Avenue, on the east side for 50 feet south from the centerline with Third Street.
111. North Iowa Avenue, on the west side for 50 feet south from the centerline with Third Street.
112. North Avenue D, on the east side for 100 feet south from the centerline with West Sixth Street.
113. North Avenue D, on both sides for 100 feet north from the centerline with West Sixth.
114. Highland Avenue, on the east side for 455 feet north of the intersection with Highland Court.
115. Campbell Drive, on the inside curb from the intersection with Country Club Road to the cul-de-sac.
116. Green Meadows Drive on both sides of the street from its intersection with West Madison Street to its intersection with West Main Street.
117. North Iowa Avenue, on the east side for 50 feet south from the centerline with Second Street.
118. North Iowa Avenue, on the west side for 50 feet south from the centerline with Second Street.
119. East Tyler Street, on the north side between South Sixth Avenue and Circle Drive.
120. Circle Drive, on the south and west sides between South Sixth Avenue and East Tyler Street.



**69.10 TRUCK PARKING LIMITED.**

(Code of Iowa, Sec. 321.236[1]) (321.1)

1. No person shall park or leave standing any commercial vehicle, motor truck, truck tractor, trailer, semi-trailer, motor home or house travel trailer on any street, avenue, or boulevard in the City between the time of sunset and sunrise. The provisions of this subsection do not apply to light delivery trucks, and pickup trucks or pickup trucks that are part of a combination vehicle that is less than forty (40) feet in total length.

2. No person shall park any truck or van on the west side of B Avenue from the intersection of Washington Street to the first alley south of said intersection.

~~69.12 ONE VEHICLE, ONE HOUR PARKING.~~

~~Parking is limited to no more than one vehicle and for a period of not to exceed one hour on the east side of South Avenue D for a distance of 66 feet north of West Madison Street.~~

**NEW**

**69.12 SNOW BAN PARKING.**

The following parking regulations shall be in effect from November 1 to April 1 to allow for the safe initiation and completion of ice and snow removal operations.

No vehicle shall be left parked, abandoned, or unattended on any street or alley in the City during snow removal operations, or before such operations have removed or cleared accumulated snow or ice from the street to each curb edge or shoulder.

Snow Ban Parking does not apply within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, including Second Street, Second Avenue, Jefferson Street and Avenue B, during normal business hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. and during normal weekend, evening, or holiday hours.

The fine for each violation of this subsection shall be \$50 with contested and unpaid violations handled as provided for in Section 70.03 of these Ordinances.

### 69.13 SNOW EMERGENCY.

Upon the Mayor's declaration of a Snow Emergency, persons shall comply with the following:

#### A. Residential Areas:

No person shall park, abandon, or leave unattended any vehicle on any public street or alley unless the snow has been removed or plowed from the street to each curb edge or alley and the snow has ceased to fall.

#### B. Downtown Area:

From 10pm to 6am when signs are posted in the northwest and southeast corners of Central Park no vehicles shall park within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, but not including any portion of Second Street, Second Avenue, Jefferson Street or Avenue B.

The foregoing prohibition shall not apply to the above-described areas during normal business hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. and during normal weekend, evening, or holiday hours.

A Snow Emergency ~~parking ban~~ shall continue from its proclamation through the duration of the snow or ice storm and the forty-eight (48) hour period after cessation of such storm, except as above provided on streets that have had snow completely cleared to the curb edge ~~been fully opened~~ or at a time otherwise declared by the Mayor.

Such a ban shall be of uniform in application and the Police Chief is directed to publicize the requirements widely, using all available news media, in early November each year.

Where predictions or occurrences indicate the need, the Mayor, ~~shall~~ may proclaim a snow emergency and the Police Chief shall inform the news media ~~to~~ and publicize the proclamation and the parking rules thereunder. Such emergency may be extended or shortened when conditions warrant.

The fine for each violation of this subsection shall be \$50 with contested and unpaid violations handled as provided for in Section 70.03 of these Ordinances.

CURRENT -

### 69.13 SNOW EMERGENCY.

In order to protect public safety and to provide access for emergency vehicles, no person shall park, abandon or leave unattended any vehicle on any public street, alley, or other declared area during any snow emergency proclaimed by the Mayor unless the snow has been removed or plowed from said street, alley, or area and the snow has ceased to fall. A snow emergency parking ban shall continue from its proclamation throughout the duration of the snow or ice storm and the 48-hour period after cessation of such storm except as above provided upon streets, which have been fully opened. Such a ban shall be of uniform application and the Police Chief is directed to publicize the requirements widely, using all available news media, in early November each year. Where predictions or occurrences indicate the need, the Mayor shall proclaim a snow emergency and the Police Chief shall inform the news media to publicize the proclamation and the parking rules thereunder. Such emergency may be extended or shortened when conditions warrant.

~~69.14 SNOW ROUTES.~~

~~—The Council may designate certain streets in the City as snow routes. When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic.~~

~~(Code of Iowa, Sec. 321.236[12])~~

~~69.16 RESERVED PARKING.~~

~~—The following parking spaces on the south side of West Second Street are designated as parking spaces to be used only by those persons having official business in the Washington County Public Safety Center, and any use of or parking of vehicles in said designated parking spaces by persons not involved with official business at said center is herewith prohibited. The said reserved spaces are identified as being spaces five and six (counting from the southeast corner of the intersection of Second Street and Avenue B).~~

~~69.18 PREFERRED STUDENT PARKING SPACE.~~

~~—The first parking space on the south side of East Jefferson Street, west of the intersection of South Fourth Avenue, is hereby designated as a Preferred Student Parking space. Such space shall be reserved for use between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, during the school year by a Washington Senior High School student who is duly selected by the Washington Community School District. Any vehicle parked in such space shall display a placard or similar instrument (provided by the school district) visible through the front and rear windshields that designates the motorist of such vehicle as being granted such preferred student parking privilege.~~

**70.03 PARKING VIOLATIONS: ALTERNATE.**

Uncontested violations of parking restrictions imposed by this Code of Ordinances shall be charged upon a simple notice of a fine payable at the ~~office of the City Clerk~~ **Police Department**. The fine for each violation charged under a simple notice of a fine shall be in the amount of ~~\$20.00~~**\$25.00** for all violations except improper use of a persons with disabilities parking permit or as specified in each subsection. If such fine is not paid within thirty (30) days, it shall be increased by \$5.00. The fine for improper use of a persons with disabilities parking permit is \$100.00. Failure to pay the notice is grounds for filing of a complaint in District Court.

Contested parking violations will be filed with the District Court as City Ordinance Violations. Violations filed in District Court shall, upon conviction, be subject to a fine as listed in Chapter 1.14 of this Code of Ordinances.

As an alternative to filing unpaid notices in District Court, the city may follow an alternate procedure. The City of Washington will provide a written notice to all owners of vehicles with unpaid parking violations that are more than 30 days old indicating the total amount due, including the \$5 late charge.

If no response or payment is made by the vehicle owner after ninety (90) days of issuance, the city may use an alternate method:

- A. Provide a list of the owner's name, driver's license or social security number, and the license plate numbers for all such unpaid fines to the Washington County Treasurer. The Treasurer will enter a "stop" on the registered owner(s) in the Iowa DOT system and refuse to renew the registration of any vehicle on which the individual is an owner, lessee, or primary operator pursuant to the authority of Iowa Code Section 321.40 and 321.236. (Code of Iowa, Sec. 321.236[1b] & 321L.4[2]). OR
- B. For persons with more than \$50 in unpaid fines, the city may provide the owner's name and social security number and amount owed to the State of Iowa Department of Administrative Services Offset Program.

*Provided for reference only:*

**1.14 STANDARD PENALTY.**

*Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section, or chapter, any person failing to perform a duty required by this Code of Ordinances or otherwise violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least \$65.00 but not to exceed \$625.00. 1*

*(Code of Iowa, Sec. 364.3[2] and 903.1[1a])*

## **70.06 IMPOUNDING VEHICLES.**

A peace officer is hereby authorized to remove, or cause to be removed, a vehicle from a street, public alley, public parking lot or highway to the nearest garage or other place of safety, or to a garage designated or maintained by the City, under the circumstances hereinafter enumerated:

1. **Disabled Vehicle.** When a vehicle is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.

(Code of Iowa, Sec. 321.236[1])

2. **Illegally Parked Vehicle.** When any vehicle is left unattended and is so illegally parked as to constitute a definite hazard or obstruction to the normal movement of traffic.

(Code of Iowa, Sec. 321.236[1])

3. **Snow Removal.** When any vehicle is left parked in violation of a ban on parking during snow removal operations.

4. **Parked Over Limited Time Period.** When any vehicle is left parked for a continuous period in violation of any limited parking time and the vehicle has been tagged with a warning notice of towing. If the owner can be located, the owner shall may be given an opportunity to remove the vehicle or the vehicle shall be towed.

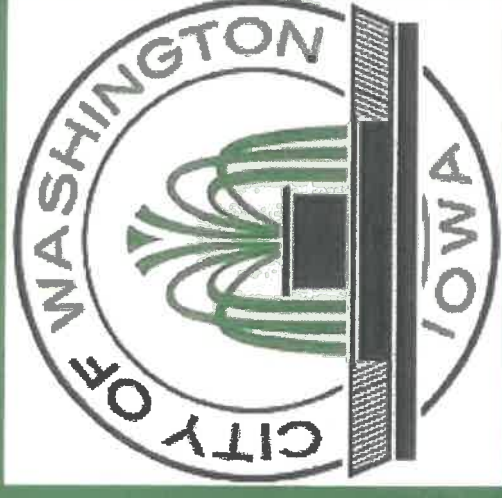
(Code of Iowa, Sec. 321.236[1])

5. **Junk Vehicle.** When a vehicle meets the definition of a junk vehicle as defined in City Ordinance Chapter 51 or the vehicle has one or more flat tires and has been parked or standing for more than 24 hours.

~~5-~~ 6. **Costs.** In addition to the standard penalties provided, the owner or driver of any vehicle impounded for the violation of any of the provisions of this chapter shall be required to pay the reasonable cost of towing and storage.

(Code of Iowa, Sec. 321.236[1])

**Parking  
and  
Street Regulations  
Committee**



**Proposed Ordinance Changes**

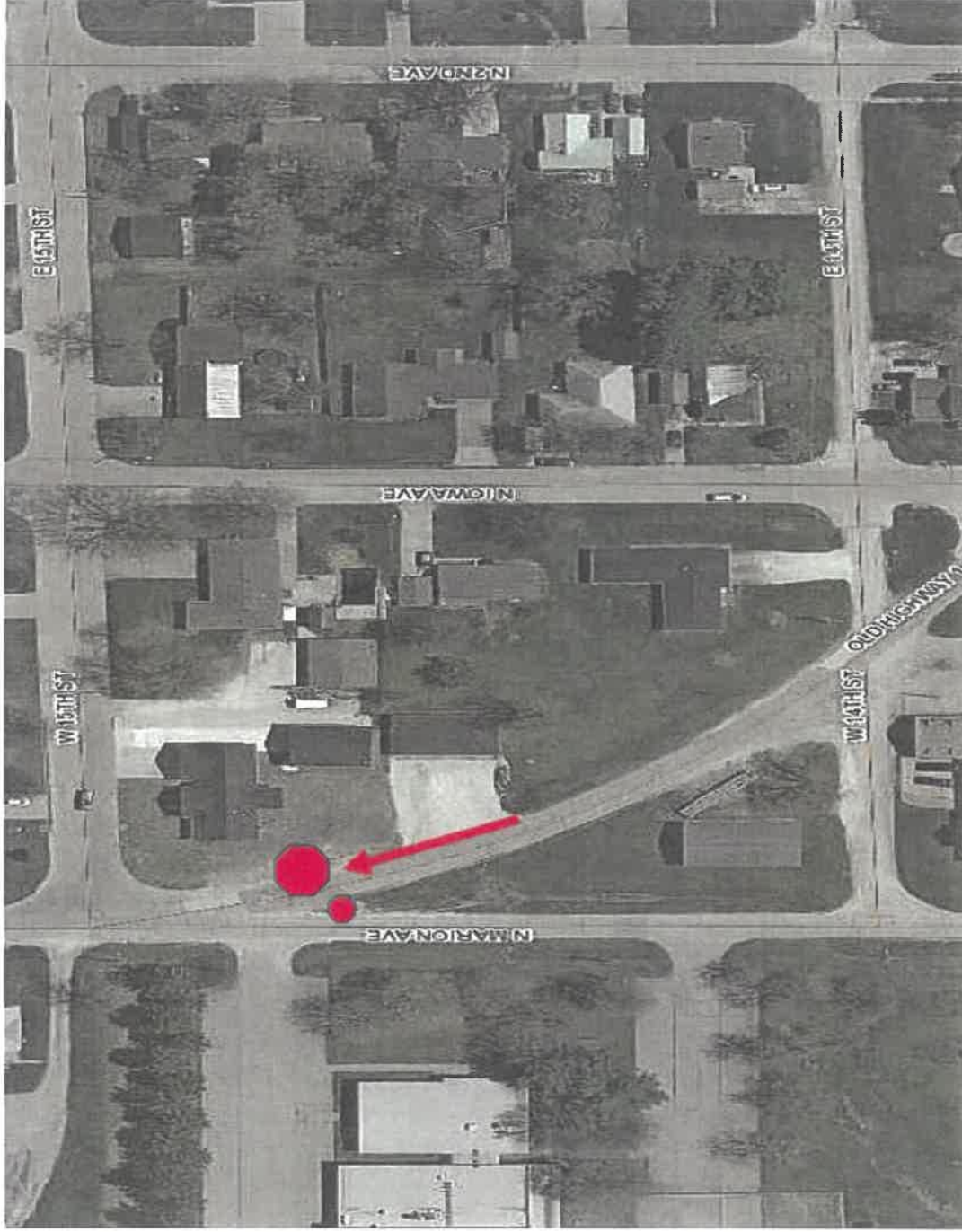
**Presented to City Council – June 21, 2022**

**65.02  
STOP REQUIRED**

**#267**

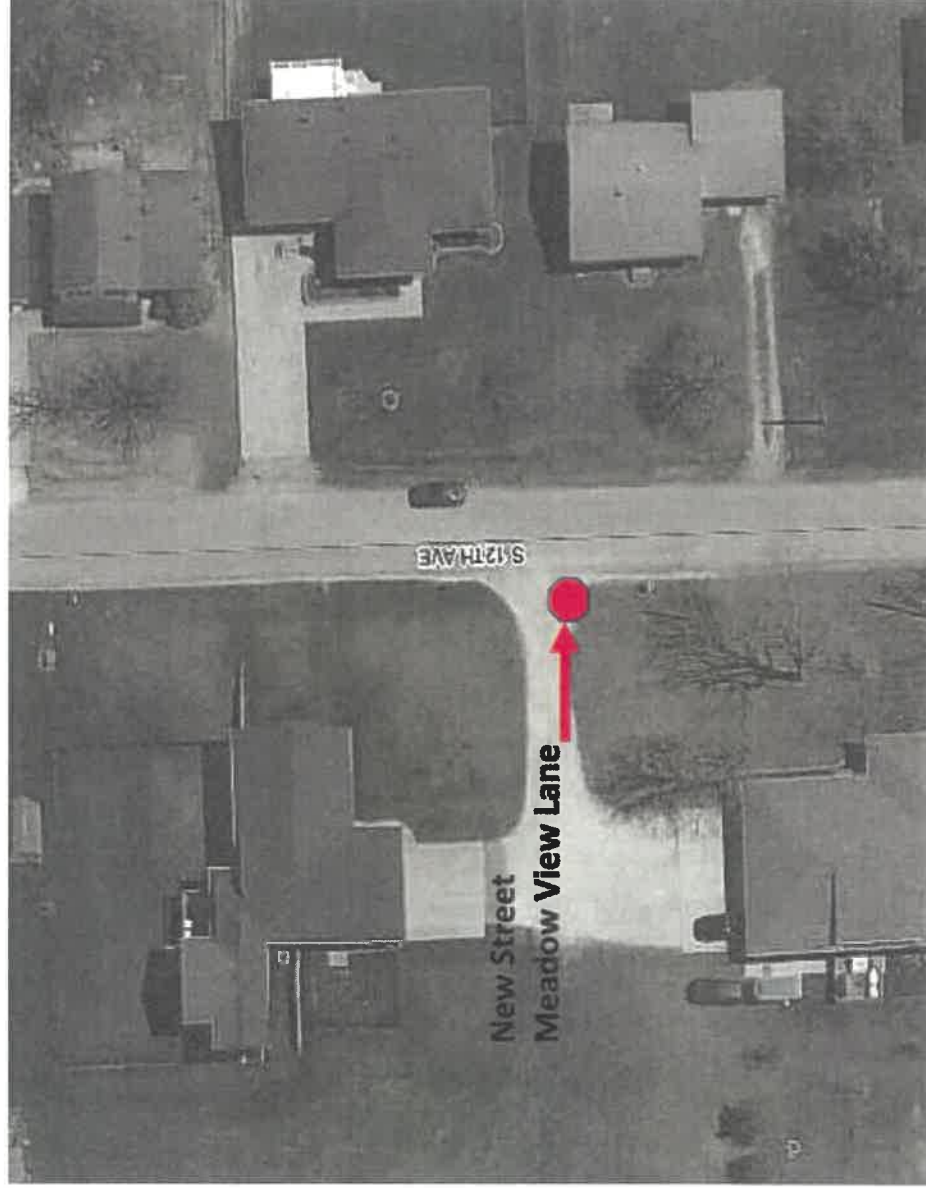
**Proposed NEW  
Stop Sign  
Old Highway 1 &  
North Marion Ave.  
For NW-bound  
traffic.**

***Current Stop Sign for  
northbound North  
Marion would remain.***



**65.02  
STOP REQUIRED**

**#268  
Proposed NEW Stop  
Sign for new street  
Meadow View Lane  
eastbound at South  
12<sup>th</sup> Ave.**





**69.08  
NO PARKING ZONES**

#s 9 - 103 - 104 -  
105 - 106  
East Main Street  
East 2<sup>nd</sup> Street

Proposed  
No Parking



**69.08**

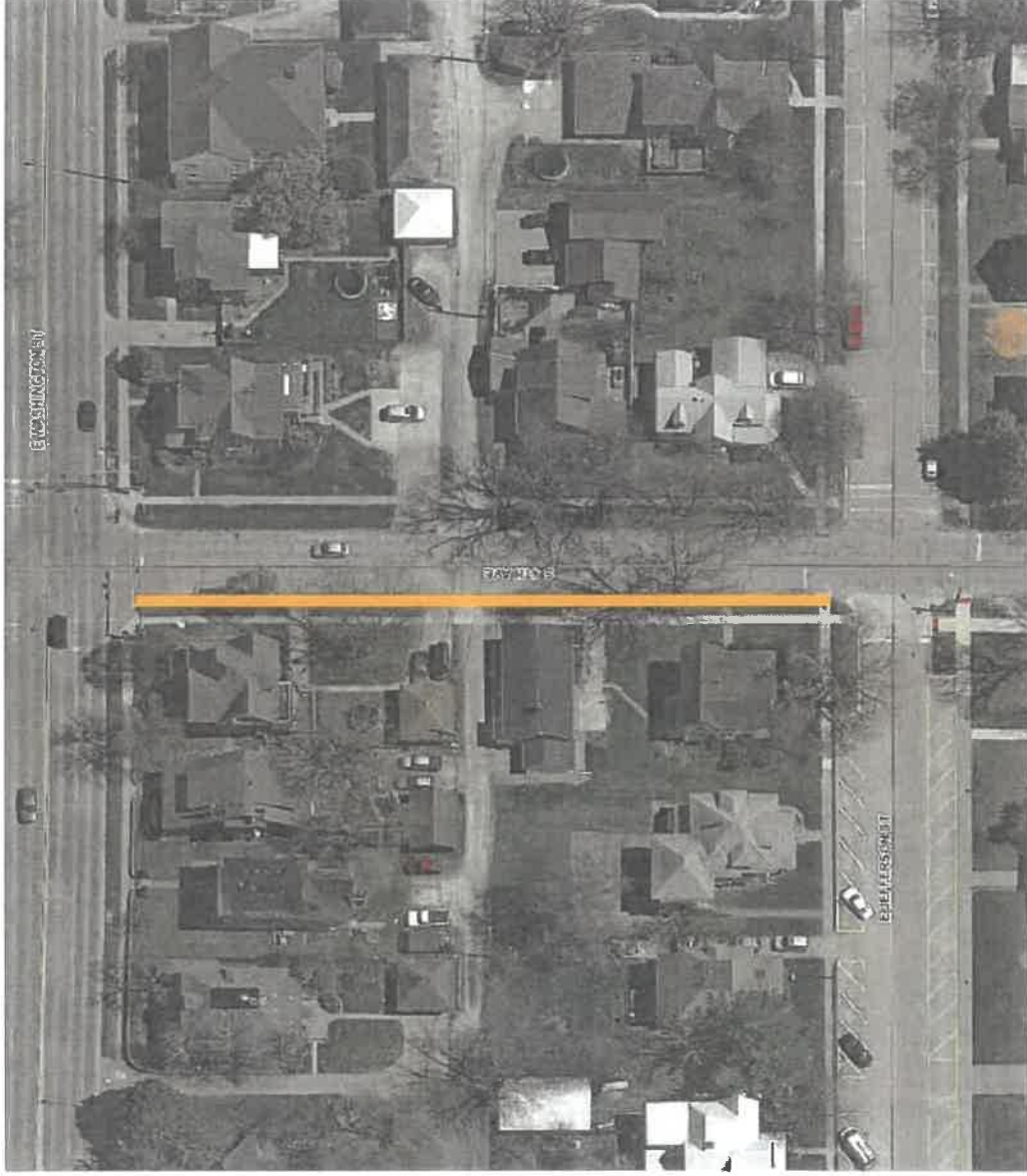
**NO PARKING ZONES**

**#38**

**South 4<sup>th</sup> Avenue**

**Proposed**

**No Parking**



**69.08  
NO PARKING ZONES**

**#48  
East Van Buren Street**

**Proposed  
No Parking**



**69.08**  
**NO PARKING ZONES**  
**#51**  
**West Van Buren Street**  
**Proposed**  
**No Parking**



**69.08**  
**NO PARKING ZONES**

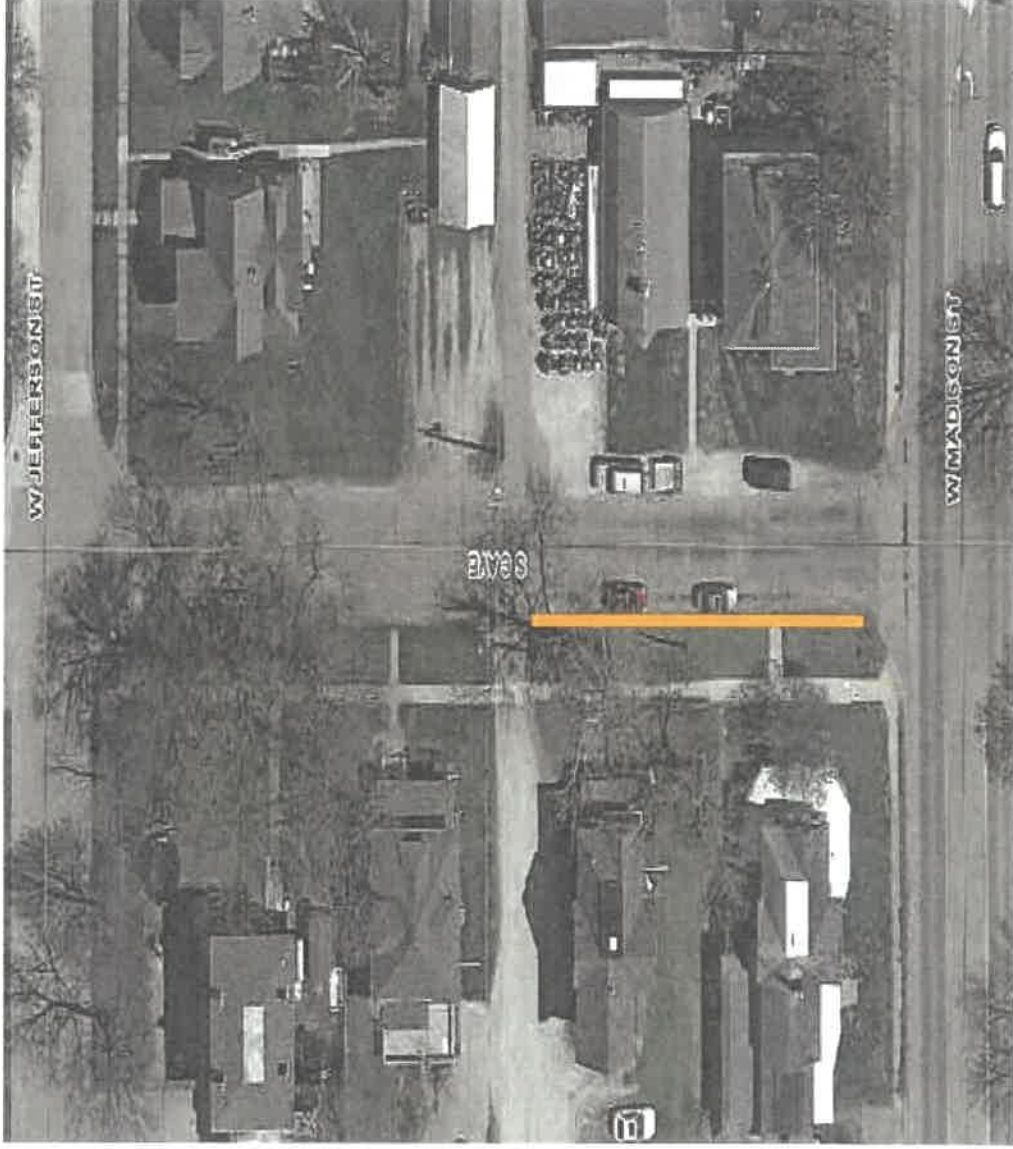
**#92**  
**South 6<sup>th</sup> Avenue**  
**Proposed**  
**No Parking**



**69.08**  
**NO PARKING ZONES**  
#s 93 – 94  
North Iowa Avenue  
North Marion Avenue  
Proposed  
No Parking



**69.08**  
**NO PARKING ZONES**  
**#102**  
**South Avenue C**  
**Proposed**  
**No Parking**

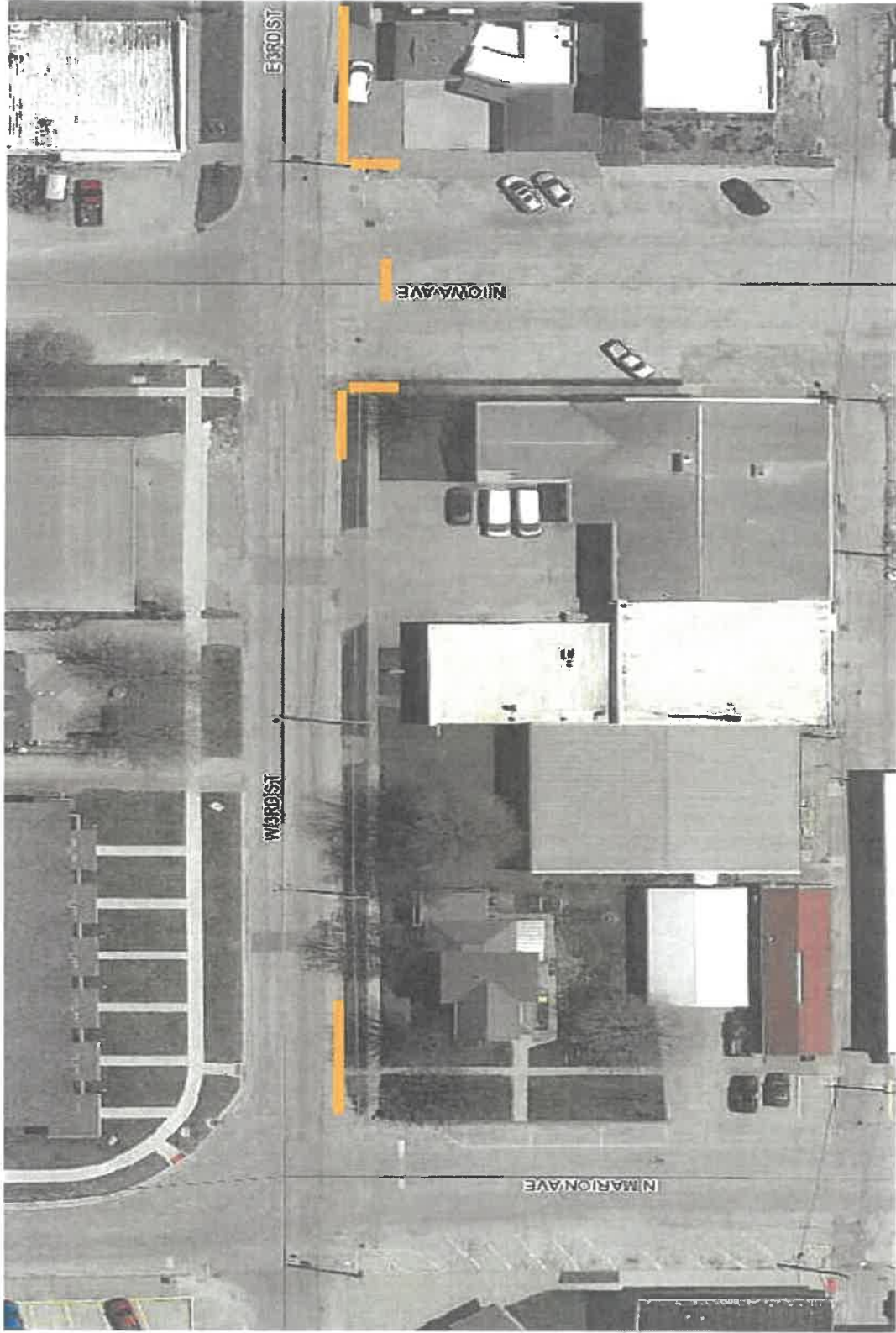


**69.08**

**NO PARKING ZONES**

**#s 107 – 108 – 109 –  
110 – 111**

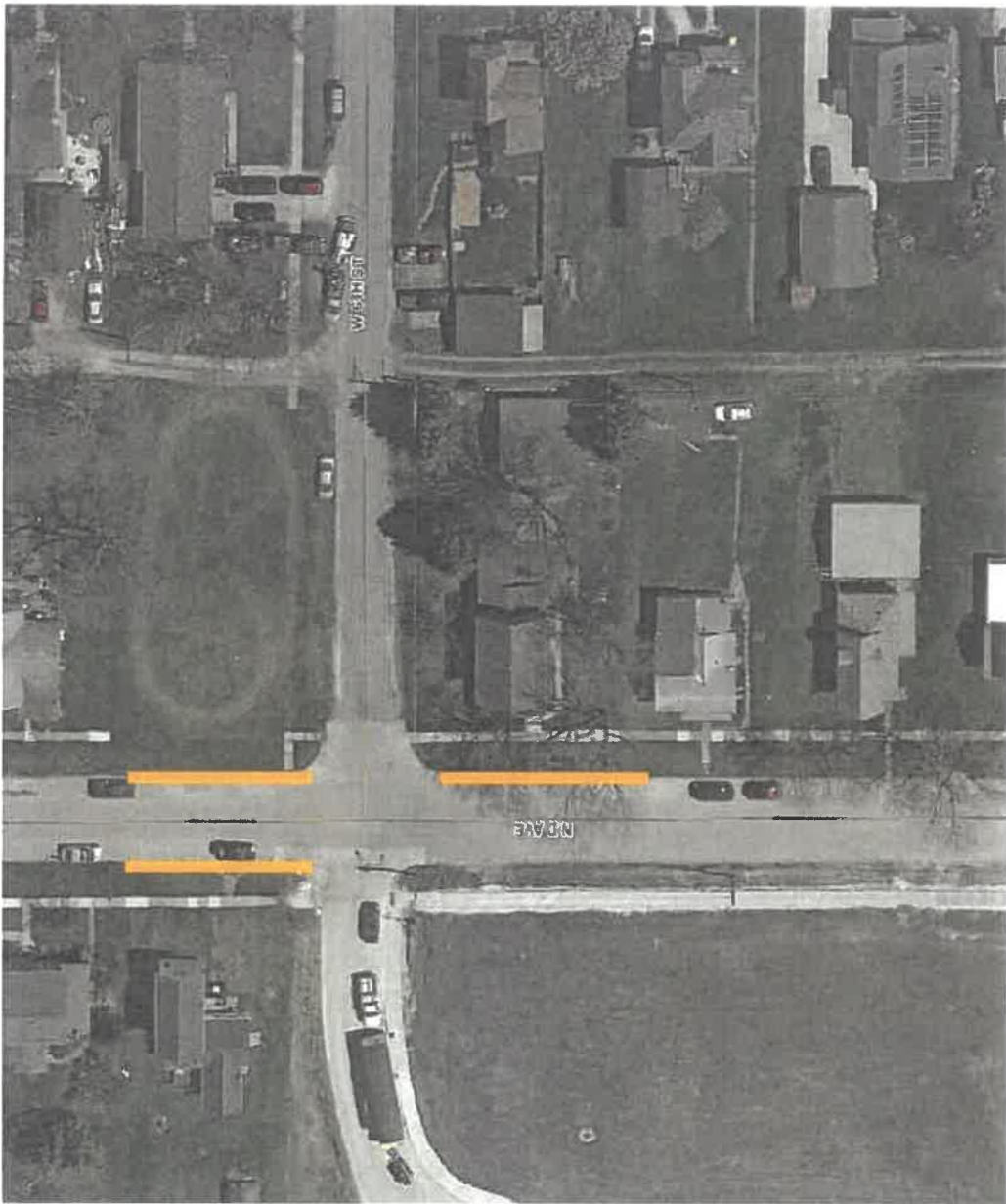
**East / West 3<sup>rd</sup>  
North Marion  
North Iowa  
Proposed  
No Parking**





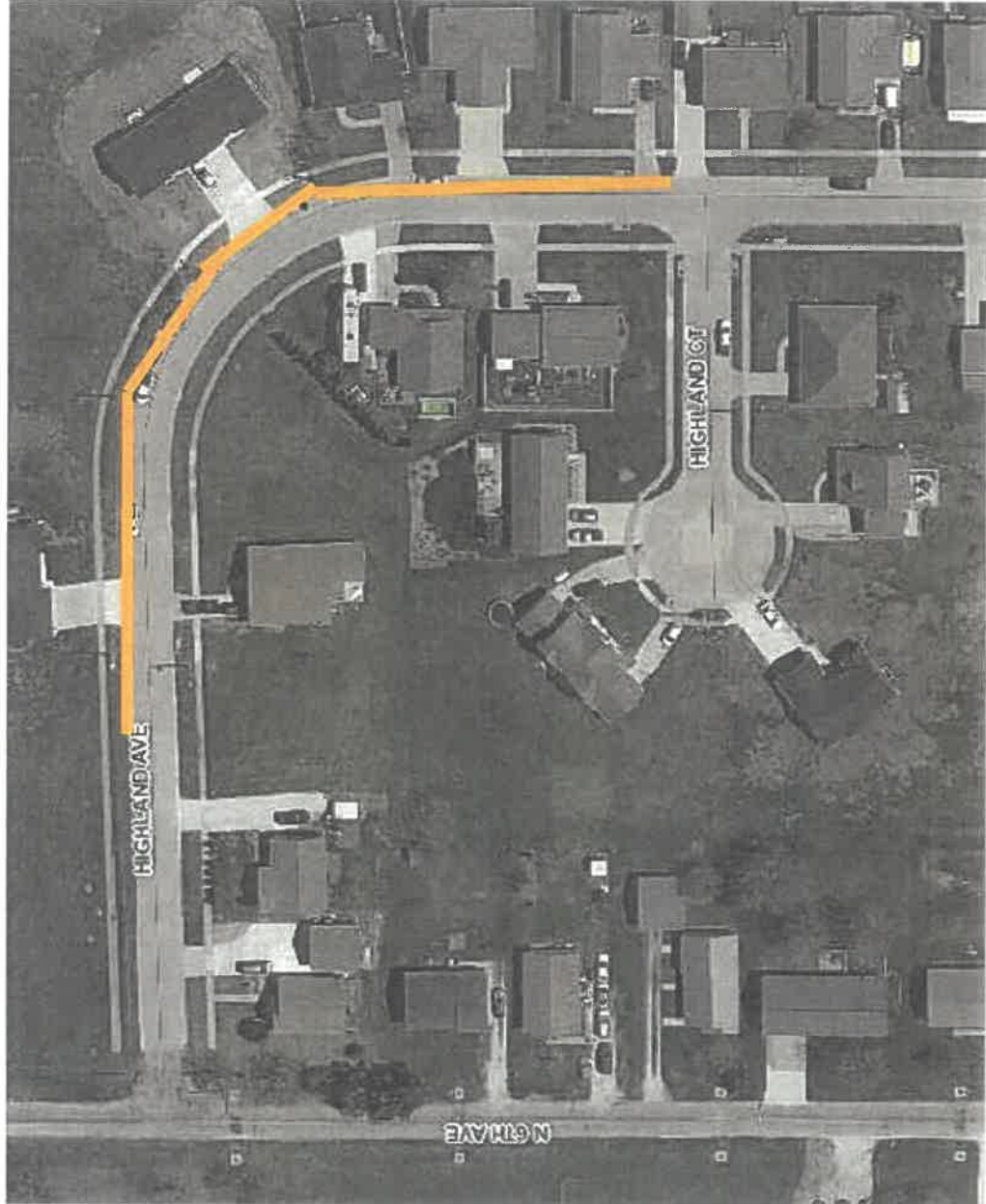
**69.08  
NO PARKING ZONES**

**#s 112 – 113  
North Avenue D  
Proposed  
No Parking**



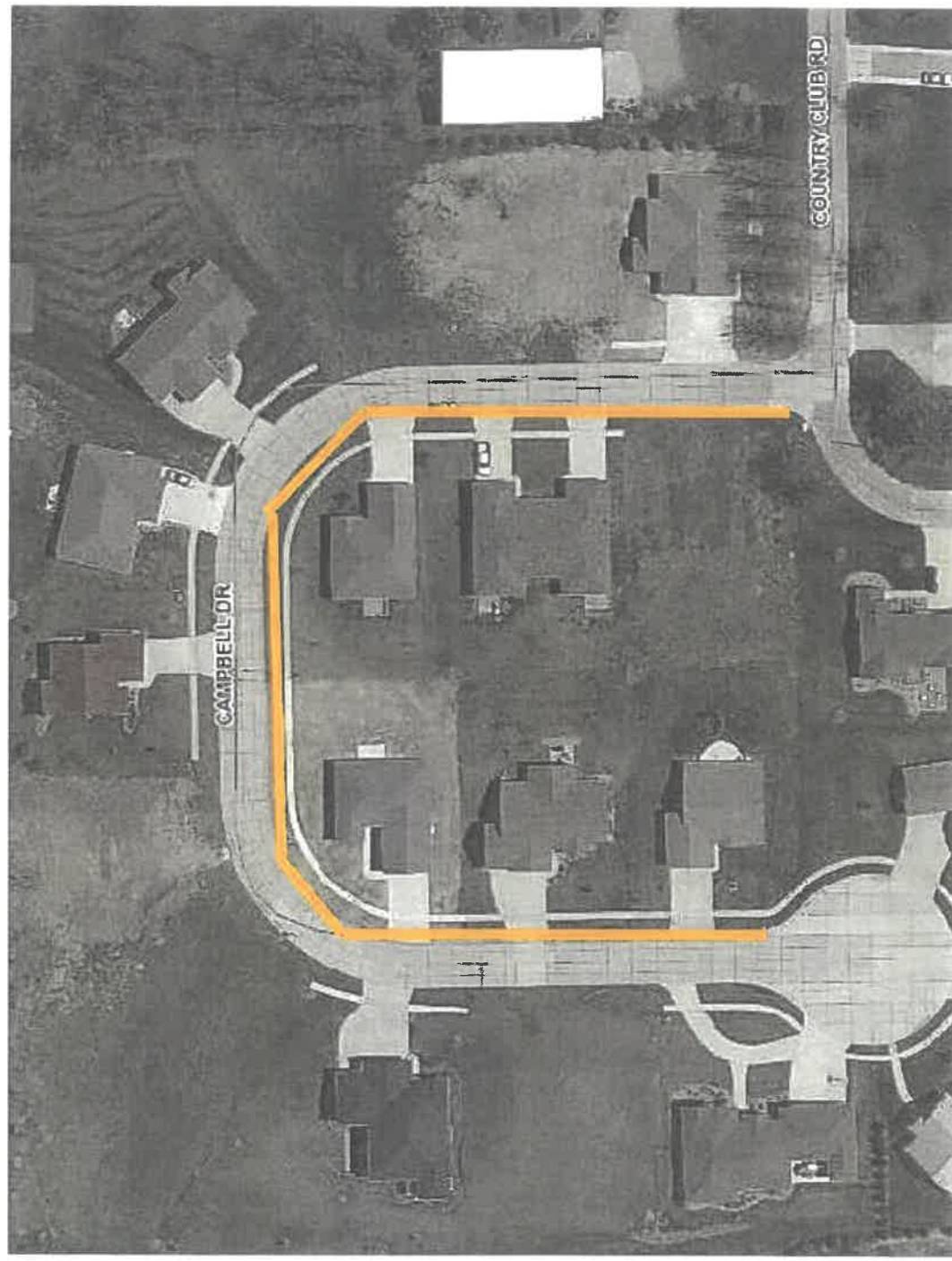
**69.08  
NO PARKING ZONES**

**#114  
Highland Ave  
Proposed  
No Parking**



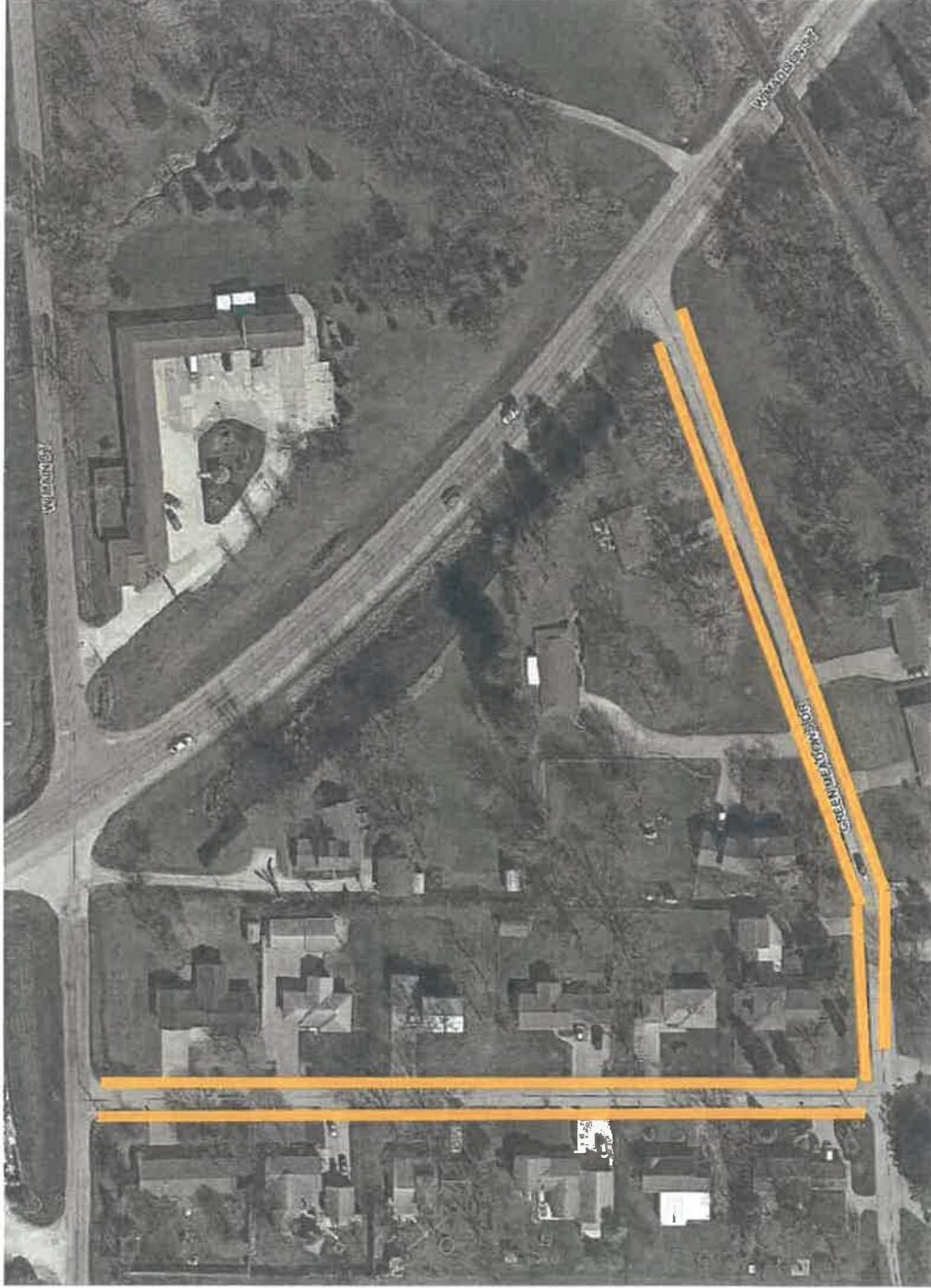
**69.08  
NO PARKING ZONES**

**#115  
Campbell Drive  
Proposed  
No Parking**



**69.08  
NO PARKING ZONES**

**#116  
Green Meadows  
Drive  
Proposed  
No Parking**



**69.08**  
**NO PARKING ZONES**  
#s 117 – 118  
North Iowa Avenue  
Proposed  
No Parking



**69.08  
NO PARKING ZONES**

#s 119 – 120  
East Tyler Street  
Circle Drive  
Proposed  
No Parking

