



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE NICOLA-STOUFER ROOM.
PUBLIC LIBRARY AT 115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, DECEMBER 18, 2018

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, December 18, 2018 to be approved as proposed or amended.

Consent:

1. Council Minutes December 4, 2018
2. Terracon, Water Treatment Plant Improvements, \$613.50
3. Fox Engineering, Well #7 Pump Replacement & Electrical Modifications, \$786.50
4. Fox Engineering, SE Basin I & I Reduction, \$590.00
5. Fox Engineering, Well #8 Pump Replacement, \$643.50
6. Fox Engineering, Water Treatment Plant Improvements, \$5,444.50
7. Tricon Construction, Water Treatment Plant Improvements, \$84,980.50
8. Kevin D. Olson, Professional Services, \$943.38
9. Interstate Power Systems, Fire Station Project Generator, \$33,486.00
10. IMWCA, Work Comp. Installment #6, \$7,080.00
11. JETCO, Inc, WWTP SCADA Support Contract, Option 2 Year 2, \$5,010.00
12. Iowa Finance Authority, West Side Sewer Interceptor Project, Interest, \$37,425.00
13. Iowa Finance Authority, Wastewater Plant Project, Interest, \$187,875.00
14. Iowa Finance Authority, Water Treatment Plant Improvements Project, Interest, \$29,649.07
15. Design Alliance, Fire Station Project, \$660.45
16. Design Alliance, City Hall and Police Station, \$1,248.83
17. QT Petroleum on Demand, New Equipment Upgrade for Fuel Farm at Airport, \$12,950.00
18. Ace-N-More, 1901 E. Washington Street, Class C Beer Permit (BC), Sunday Sales, **(renewal)**
19. Washington Fresh & Fast Express, 528 Hwy 1 S, Class C Beer Permit (BC), Sunday Sales, **(new)**
20. Washington Fresh & Fast Express, 528 Hwy 1 S, Retail Cigarette/Tobacco/Nicotine/Vapor Permit, **(new)**
21. Department Reports

Consent – Other:

DeLong Construction, Wellness Park Grading and Utilities, \$6,274.58

Claims & Financial Reports:

Claims for December 18, 2018

Financial Reports – November, 2018

SPECIAL PRESENTATION

FY18 State Audit Report

Discussion and Consideration of Acceptance of FY18 State Audit Report.

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes.

UNFINISHED BUSINESS

PUBLIC HEARING

FY19 Budget Amendment #1

Discussion and Consideration of a Resolution Amending FY19 Budget.

Demolition of 123 E. 2nd Street (Linda Lou's/Red Bear Daycare)

Discussion and Consideration of a Resolution Awarding Bid for Demolition of 123 E. 2nd Street.

NEW BUSINESS

1. Affirm Fire Department Officers – 2019. Chief Tom Wide, 1st Asst. Brendan DeLong, 2nd Asst. Jim Williams, Secretary/Treasurer Tom Beauchamp.
2. Discussion and Consideration of Pay Application #5 and Change Order #2 – Fire Station Utilities and Grading Project.
3. Discussion and Consideration of Change Order #2 – Fire Station Phase I Electrical Improvements Project.
4. Discussion and Consideration of a Contract Amendment for Digital Marketing Services (Running Robots – Hotel/Motel Tax Committee Recommendation)
5. Discussion and Consideration of a Resolution Adopting the Washington County Regional Trails & Recreation Plan.
6. Discussion and Consideration of a Resolution for Street Lights (Sunset Park Lights)
7. Discussion and Consideration of a Resolution Rescheduling a Regular Council Meeting (Move January 1st Meeting to January 2)
8. Discussion and Consideration of a Resolution Approving a Retirement Agreement with Chief Goodman.
9. Discussion and Consideration of Third Reading of an Ordinance Changing Boundaries of

Zoning Districts (Iowa Bridge and Culvert – per P & Z Recommendation).

WORKSHOP

- Discussion on Garbage & Recycling Contract Bidding
- Discussion of FY20-24 Capital Improvements Plan Update.
- Discussion and Consideration of Setting a Public Hearing for January 2 on Adoption of FY20-24 Capital Improvements Plan Update.

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Brendan DeLong
Steven Gault
Elaine Moore
Danielle Pettit-Majewski
Fran Stigers
Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 12-04-2018

The Council of the City of Washington, Iowa, met in Regular Session in the Nicola-Stoufer Room, Washington Free Public Library, 115 West Washington Street on Tuesday, December 4, 2018 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Absent: none.

Motion by Youngquist, seconded by Stigers, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, December 4, 2018 be approved as proposed. Motion carried.

Consent:

1. Council Minutes November 20, 2018
2. Steve's Sales & Service, Rebuilt Engine for Police Car, \$5,688.50
3. Steve's Sales & Service, Incidentals on Engine Install, \$615.68
4. Garden & Associates, E. Washington Street Sidewalk Extension, \$867.20
5. Garden & Associates, 15th Avenue Paving, Storm Sewer, Sanitary Sewer, Water Main, \$300.50
6. Casey's General Store #1624, 1002 W. Madison Street, Class C Beer Permit (BC), Sunday Sales, (renewal)
7. Department Reports

Consent – Other:

Northway Corporation, Well #6 Improvements, Change Order #2, \$6,891.35

Motion by Pettit-Majewski, seconded by Youngquist, that the consent agenda items 1-7 be approved. Motion carried.

Motion by Stigers, seconded by Gault, to approve consent - other. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve payment of the claims as presented. Motion carried.

Presentations from the Public: none.

One bid was received for repairs to Woodlawn Cemetery Shelter roof, windows and doors.

Renoux Builders \$13,985.64

Motion by Youngquist, seconded by Moore, to approve the Resolution Approving the Bid from Renoux Builders in the amount of \$13,985.64 for repairs to Woodlawn Cemetery Shelter roof, windows and doors. Roll call on said motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. (**Resolution No. 2018-142**)

Bids received for tree removal (Bid #7):

	<u>7A</u>	<u>7B</u>	<u>7C</u>
Midwest Tree Service	\$7,200.00	\$6,900.00	\$6,300.00
Brown Tree Service	\$5,800.00	\$5,700.00	\$5,150.00
Trent Greiner Logging	\$4,500.00	\$5,700.00	\$0.00

Motion by Youngquist, seconded by Pettit-Majewski, to approve Tree Bids #7 as detailed in the memo that being: (Group A – Trent Greiner Logging; Group B and C – Brown Tree Service) Motion carried.

Motion by DeLong, seconded by Stigers, to approve the Resolution Setting a Public Hearing for December 18 for FY19 Budget Amendment #1. Roll call on said motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-143)**

Motion by Youngquist, seconded by Gault, to approve Setting a Public Hearing for December 18 for Demolition of the Building at 123 E. 2nd Street (Linda Lou/Red Bear Daycare). Motion carried.

After discussion, motion by Pettit-Majewski, seconded by Stigers, to approve an Amended Task Order (Fire Station Grading and Utilities Project). Motion carried.

Motion by Moore, seconded by Youngquist, to approve the Resolution Setting Strategic Priorities for 2019 and 2020. Roll call on said motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-144)**

Motion by DeLong, seconded by Gault, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on said motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-145)**

Motion by Stigers, seconded by Gault, to approve the second reading of an Ordinance Changing Boundaries of Zoning Districts (Iowa Bridge and Culvert – per P & Z recommendation). Roll call on said motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve the third reading and adopt the Ordinance Vacating an Alley (Block 20) (East-West Alley) (City Hall/Police/Fire). Roll call on said motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Ordinance No. 1081)**

Motion by DeLong, seconded by Gault, to approve the third Reading and adopt the Ordinance Amending Chapter 164 (Site Plan Ordinance per P & Z Recommendation). Roll call on said motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Ordinance No. 1082)**

The council went into a workshop to receive an update on the Garbage and Recycling Contract which expires June 30, 2019, and discussed the FY20-24 Capital Improvements Plan Update.

No action was taken during the workshop.

Motion by Gault, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, December 4, 2018, be adjourned. Motion carried.

Illa Earnest, City Clerk



INVOICE

2640 12th St SW
Cedar Rapids, IA 52404-3440
319-366-8321

Project Mgr: Peng Cavan

Project: Washington Water Treatment Plant Improvements
4th Avenue and 5th Street
Washington, IA

To: City of Washington, IA
Attn: Brent Hinson
215 E. Washington Street
PO Box 516
Washington, IA 52353

REMIT TO:	
Invoice Number: TB40140	
Terracon Consultants, Inc.	
PO Box 959673	
St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	06171193
Billed to Date:	\$23,252.25
Invoice Date:	12/03/2018
Services Through:	11/24/2018

If you have any questions regarding this invoice, please call (319) 366-8321.

Date	Report	Description of Services	Quantity	Rate	Total
TASK: 09 - Portland Cement Concrete Testing					
10/22/18	06171193.0088	Field Technician	3.00	\$52.00	\$156.00
10/22/18	06171193.0088	Trip Charge - Each	1.00	\$75.00	\$75.00
10/22/18	06171193.0088	Compressive Strength Cylinder (4" x 8", Terracon - made)	5.00	\$13.00	\$65.00
10/22/18	06171193.0088	Cure Box, per Pour	1.00	\$5.00	\$5.00
10/23/18	06171193.0089	Sample Pick-up / Log-in - Concrete	3.00	\$52.00	\$156.00
10/23/18	06171193.0089	Trip Charge - Each	1.00	\$75.00	\$75.00
Task Total					\$532.00
TASK: 20 - Project Management					
11/24/18	06171193	Project Manager/Engineer, during billing period, per hour	0.50	\$98.00	\$49.00
11/24/18	06171193	Field/Lab Coordinator, during billing period, per hour	0.50	\$65.00	\$32.50
Task Total					\$81.50

Invoice Total \$613.50

TERMS: DUE UPON PRESENTATION OF INVOICE



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 43840
 Date 11/30/2018

Project **342416B Washington Well 7 Pump
 Replacement & Electrical Modifications**

Professional Services for the Period of 10/28/2018 to 11/24/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	12,408.25	100.00	12,408.25	12,408.25	0.00
Bidding	2,912.00	100.00	2,912.00	2,912.00	0.00
Total	15,320.25	100.00	15,320.25	15,320.25	0.00

Standard Hourly Rate Phases

Post Construction
 Professional Fees

Post Construction Subtotal

Billed Amount

786.50

786.50

Invoice total **\$786.50**

Approved by:

Steven J. Troyer

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 43789
 Date 11/30/2018

Project **204517A Washington SE Basin I&I Reduction**

Professional Services for the Period of 10/28/2018 to 11/24/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	57,100.00	100.00	57,100.00	57,100.00	0.00
Final Design	29,500.00	97.00	28,025.00	28,615.00	590.00
Bidding	8,500.00	0.00	0.00	0.00	0.00
Construction Administration	29,800.00	0.00	0.00	0.00	0.00
Post Construction Record Drawings	5,700.00	0.00	0.00	0.00	0.00
Total	130,600.00	65.63	85,125.00	85,715.00	590.00

Invoice total \$590.00

Approved by:  _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 43821
 Date 11/30/2018

Project **342415C Washington Well 6 Pump Replacement**

Professional Services for the Period of 10/28/2018 to 11/24/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	28,324.00	100.00	28,324.00	28,324.00	0.00
Bidding	4,768.00	100.00	4,768.00	4,768.00	0.00
Total	33,092.00	100.00	33,092.00	33,092.00	0.00

Standard Hourly Rate Phases

Construction Administration
 Professional Fees

Construction Administration Subtotal

Billed Amount

643.50

643.50

Invoice total **\$643.50**

Approved by:

Steven J. Troyer

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 43822
 Date 11/30/2018

Project **342416A Washington Water Treatment
 Plant Improvements**

Professional Services for the Period of 10/28/2018 to 11/24/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	126,460.00	100.00	126,460.00	126,460.00	0.00
Final Design	177,830.00	100.00	177,830.00	177,830.00	0.00
Bidding	16,780.00	100.00	16,780.00	16,780.00	0.00
Total	321,070.00	100.00	321,070.00	321,070.00	0.00

Standard Hourly Rate Phases

Construction Administration

Professional Fees		5,078.50
Reimbursables		201.50
Outside Services	Rietz Consultants, Ltd	125.00
Construction Administration Subtotal		5,405.00

Construction Staking

Professional Fees		39.50
Construction Staking Subtotal		39.50

Invoice total **\$5,444.50**

Approved by:

Steven J. Trayer

Late Payment Charge: 15% per annum beginning 30 days from above date

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

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

November 30, 2018

Mr. Brent Hinson, City Administrator
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

For legal services rendered to the City of Washington, Iowa in November, 2018

TOTAL HOURS	9.25 hours (reg)
TOTAL MILES	198 miles
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR NOVEMBER, 2018	\$943.38

**INTERSTATE
PowerSystems**

407 ADVENTURELAND DRIVE NE
ALTOONA, IA 50009-4224
PHONE:
FAX:
www.istate.com

ACCOUNT NUMBER: 136032
INVOICE NUMBER: U012005229:01
INVOICE DATE: 11/29/2018
INVOICE TERMS: NET30
SALESPERSON: ROB M
PURCHASE ORDER #: SIGNED QUOTE

INVOICE

BILL-TO

CITY - WASHINGTON
215 E WASHINGTON ST
WASHINGTON, IA 52353

SHIP-TO

CITY - WASHINGTON
CITY OF WASHINGTON FIRE
215 EAST WASHINGTON
WASHINGTON, IA 52353

STOCK #	VIN	MAKE	MODEL	UNIT PRICE	AMOUNT
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NEW UNIT

583628	1738611	ASCO	3ATSA30800CGXC	4,112.00	
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COMMENTS:

583627	95090500835	MTU ONSITE	DG06RJ113A2N	34,138.00	
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COMMENTS:

38,250.00

*Less additional electric work due
to generator not arriving as
specified.*

- 4764.00

See attached documentation

33486.00

**INTERSTATE
PowerSystems**

407 ADVENTURELAND DRIVE NE
ALTOONA, IA 50009-4224
PHONE:
FAX:
www.istate.com

ACCOUNT NUMBER: 136032
INVOICE NUMBER: U012005229:01
INVOICE DATE: 11/29/2018
INVOICE TERMS: NET30
SALESPERSON: ROB M
PURCHASE ORDER #: SIGNED QUOTE

INVOICE

BILL-TO

CITY - WASHINGTON
215 E WASHINGTON ST
WASHINGTON, IA 52353

SHIP-TO

CITY - WASHINGTON
CITY OF WASHINGTON FIRE
215 EAST WASHINGTON
WASHINGTON, IA 52353

STOCK #	VIN	MAKE	MODEL	UNIT PRICE	AMOUNT
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New Units:	38,250.00
Less Trade:	0.00
Rebates:	0.00
<hr/> Subtotal:	38,250.00
Freight:	0.00
Tax:	0.00
<hr/> Total:	38,250.00
Less Cash Rec'd:	0.00
<hr/> TOTAL DUE:	38,250.00

Customer Name	Acct Num	Invoice Number	Amt Due	Date Due	Remittance Enclosed
CITY - WASHINGTON	136032	U012005229:01	38,250.00	12/29/2018	

Corporate Office - Accounts
Receivable
(952) 854-2044 - Phone
(952) 854-1127 - Fax
ARTeam@istate.com
Federal ID: 41-1634357
www.istate.com

Check is enclosed.

Make all checks or money orders payable to:
Interstate Power Systems, Inc.

PLEASE REMIT PAYMENT TO:

Interstate Power Systems, Inc.
NW 7244
PO Box 1450
MINNEAPOLIS, MN 55485-7244

Subject to the terms and conditions on the back of this invoice.

GENERAL TERMS & CONDITIONS

1. Formation of Contract

1.1 These terms and conditions constitute a complete statement of the agreement between the Customer and Interstate Power Systems, Inc. or its subsidiaries or operating divisions, or Interstate Truck, Inc. or its subsidiaries or operating divisions ("Interstate"), which shall not be supplemented or amended except as set forth on the face of this invoice or by separate written agreement signed by both parties. Provisions set forth on the face hereof shall govern, where inconsistent with these terms and conditions.

1.2 Terms and conditions additional to or varying from those of this Invoice shall not be binding on Interstate unless specifically agreed to in writing by Interstate. Interstate's acceptance or acknowledgement of the Customer's purchase orders or shipping instructions shall not constitute such written agreement. If this Invoice shall be deemed an acceptance of a prior offer by the Customer, such acceptance is expressly conditional on the Customer's assent to any additional or different terms contained herein.

2. Acceptance

2.1 No offers, arrangements or orders shall be binding on Interstate unless and until confirmed by Interstate in writing.

2.2 Acceptance by the Customer of delivery of all or any part of the products sold hereunder and/or acceptance of the services performed by Interstate shall be an acknowledgement and acceptance by the Customer of these Terms and Conditions, whether or not the Customer shall have first received this Invoice.

3. Price and Payment

3.1 The price shall be as specified on the face of this Invoice.

3.2 Prices, quotations, specifications and other terms and all statements appearing in Interstate's sales literature and otherwise made by Interstate are subject to change without notice. Interstate is not responsible for typographical errors made in any of its publications or stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable.

3.3 Payment of the selling price and additional costs are due in accordance with the terms set forth on the face of this Invoice. All payments hereunder shall be made to Interstate at 2601 American Blvd. East, Minneapolis, MN 55425. Complaints or claims by the Customer shall not impair Interstate's right to payment as provided hereunder and any adjustments to be made as a result of such complaints shall be made subsequent to such payment.

3.4 If the credit of the Customer shall at any time, in the sole judgement of Interstate, become impaired, Interstate may at, its option, and without incurring any liability therefor, divert or prevent the discharge of product shipments en route to the Customer or cancel any scheduled services and cancel the unfiled portion of the contract, or require the Customer to give such security as Interstate may specify to ensure payment or require payment in advance before making any further shipment or performing any future services. All costs and expenses incurred by Interstate as a result of its exercise of any right or option under this paragraph shall be for the account of the Customer.

3.5 Prompt payment is of the essence of this contract and a default in any payment will, at the option of Interstate, operate as a breach of the entire contract. Past due payments shall bear interest computed monthly at a rate of 1 1/2 percent per month on the outstanding balance, or such lower rate as shall be the highest allowable under applicable law.

3.6 The Customer shall be in default hereunder if any one or more of the following events occurs: (a) the Customer shall default in fulfilling any of its obligations to Interstate; (b) a receiver, liquidator or trustee of the Customer, or of any of its property, is appointed by court order; (c) the Customer is adjudicated bankrupt or insolvent; (d) any property of the Customer is sequestered by court order; (e) a petition is filed by or against the Customer under any bankruptcy, reorganization, arrangement, insolvency, moratorium, readjustment of debt, dissolution or liquidation law of any jurisdiction; (f) the Customer becomes insolvent, makes an assignment for the benefit of its creditors; admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Customer or of all or any substantial part of its property in the event of such default, all unpaid payments shall, at Interstate's option, become immediately due and payable and Interstate shall have the right to consider its contract with the Customer cancelled and to recover damages, and shall further have all rights and remedies, including those of a secured party, provided by applicable law. For purposes of this paragraph "Customer" shall include any corporation controlling, controlled by, or under the common control with Customer.

3.7 All costs incurred by Interstate as a result of non-payment or delay in payment by the Customer, including, without limitation collection costs and reasonable attorney's fees, shall be paid by the Customer.

4. ***DISCLAIMER OF WARRANTIES

INTERSTATE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUTURE

PERFORMANCE, OR OTHERWISE.***

5. Remedies of Customer

5.1 Interstate shall not be liable for any claim arising in connection with the products or services sold to the Customer unless written notice is given by Customer to Interstate as provided in paragraph 5.2 below.

5.2 Written notice of any objection, complaint or claim concerning the products or services must be given:

(a) with respect to claims of damage to product(s) which occurred in transit, within thirty (30) days after the date on which risk of loss with respect to the product(s) passes to the Customer; (b) with respect to claims that the product(s) does not conform to specifications, within thirty (30) days following the date on which risk of loss with respect to the products passes to the Customer, provided however, that no claim of non-conformity will be honored if the Customer has previously notified Interstate of its acceptance of the product(s) following inspection thereof; (c) with respect to complaints/claims related to services within thirty (30) days of the date of the invoice related to such services.

5.3 Failure to give such notice in the manner and within the time provided herein shall be deemed a waiver by the Customer of all claims with respect to such products and services.

5.4 Interstate will, at its sole discretion, either reimburse the invoice value to the Customer of product(s) or service found to be defective, or repair or replace free of charge all products or services found to be defective, within thirty (30) days after the date notice was given in accordance with paragraph 5.2 above; provided, however, that such products, or the product on which service work was performed, have not been abused by the Customer or used in conditions for which the products were not intended. The aforesaid right of repair, replacement, or reimbursement shall be the Customer's sole and exclusive remedy in the event of non-conformity or defect in the product(s) or services. Interstate shall not be liable for the incidental or consequential damages to the Customer. In no event shall Interstate's liability exceed Interstate's invoice value to the Customer of the product(s) or services sold regardless of the nature of the claim of the Customer.

5.5 By accepting Interstate's goods or services to which these terms and conditions apply, Customer hereby agrees that the statute of limitations for any claim of breach of contract or any other cause of action arising out of or relating to any contract between Customer and Interstate shall be one year, measured from the date of delivery of the products or the date of the invoice related to such services.

6. Passage of Title - Security Interest

6.1 Interstate shall retain title to ownership of, and security interest in the products until the contract purchase price set forth on the face hereof shall have been paid in full and all covenants and agreements of Interstate herein shall have been performed. Interstate shall have all common law and statutory lien rights available in the state where goods or services are provided and the Customer hereby agrees that if Customer takes possession of the related products without making payment to Interstate and thereafter Interstate regains lawful possession of the equipment that was once subject to lien claims while there remains a balance due Interstate, all such lien rights shall be reinstated as if Interstate had always maintained lawful possession of all such equipment.

6.2 At the request of Interstate, the Customer shall execute and deliver to Interstate all such financing statement and other instruments and documents as may be requested by Interstate to evidence and to perfect its security interest in the products. Expenses of filing financing statements or other security documents with the appropriate state and local governmental authorities shall be for the account of the Customer.

7. Force Majeure

7.1 If because of force majeure Interstate is unable to carry out any of its obligations under this agreement and if Interstate promptly notifies the Customer in writing expressly claiming such force majeure, then the provisions of paragraph 7.2 shall apply. The term "force majeure" as used herein shall mean any causes reasonably beyond the control and without fault or negligence of Interstate which wholly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder or prevents the performance of services. Examples, without limitation, of force majeure are acts of God, acts of the public enemy, acts of war, riot or civil commotion, labor disputes, labor or material shortages, accidents, fire, explosions, floods, breakdowns or of damage of plants, equipment or facilities, partial or complete embargoes imposed by originating or connecting inland carriers, interruptions to or contingencies of transportation, orders or acts of any governmental authority, acts, rules, regulations or expressed policies of any government.

7.2 If force majeure notice is given under paragraph 7.1 above, the obligations of Interstate shall be suspended to the extent made necessary for such force majeure and during its continuance. If the obligations of Interstate remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days' notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have been ended, the party giving such notice may terminate this agreement forthwith.

8. LIABILITY FOR DAMAGES

8.1 INTERSTATE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO THE CUSTOMER. THE SERVICES INTERSTATE PERFORMED, OR BY THE CUSTOMER'S OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. INTERSTATE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES.

8.2 INTERSTATE'S OBLIGATIONS HEREUNDER ARE EXPRESSLY SUBJECT TO THE OCCURRENCE OF EVENTS OF FORCE MAJEURE, AND NO LIABILITY SHALL BE INCURRED BY INTERSTATE FOR DAMAGES OF ANY NATURE RESULTING FROM SUSPENSION, REDUCTION OR TERMINATION OF DELIVERIES OR FAILURE TO PERFORM SERVICES FOR REASONS OF FORCE MAJEURE OR FROM INTERSTATE'S COMPLIANCE WITH ANY GOVERNMENT ACTION.

8.3 THE CUSTOMER SHALL HOLD INTERSTATE HARMLESS FROM ALL CLAIMS OR ACTIONS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY DAMAGES DESCRIBED IN THIS ARTICLE 8.

9. Waiver, Abandonment and Severability of Terms

9.1 Waiver by Interstate of any default of the Customer shall not be deemed a waiver of any other default of the Customer. The express provision herein for certain rights and remedies of Interstate shall not be construed to deprive Interstate of any other rights and remedies to which it would otherwise be entitled under applicable law.

9.2 Any property of the Customer left on Interstate's premises which remains unclaimed for thirty (30) days shall be deemed abandoned and Interstate shall have the right to dispose of such property in any manner it so chooses.

9.3 The invalidity of any provision of these Terms and Conditions shall not affect the remaining provisions hereof.

10. Governing Law - Notice

10.1 This Invoice shall be interpreted in accordance with the internal laws of the State of Minnesota (without giving effect to its conflicts of laws rules) and no presumption shall be deemed to exist in favor or against either party as a result of the preparation and/or negotiation of this Invoice.

10.2 This Invoice and all the terms and conditions hereof shall be binding upon the Parties and their respective successors and assigns, however, the Customer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Interstate.

10.3 The parties hereto submit to the exclusive jurisdiction of the courts of the State of Minnesota (including Hennepin County Conciliation Court), and the Minnesota Federal Courts in connection with any dispute related to their relationship. The parties hereto also agree to service of any complaint by certified mail. To the extent that the Customer or any of its property has or may hereafter acquire any right of sovereign immunity from suit, the Customer hereby irrevocably waives any such right of sovereign immunity in respect of its obligations, rights and duties under this agreement.

10.4 Notices or other communications shall be given by facsimile or e-mail, or by registered or certified mail return receipt requested. Facsimile or e-mail notice shall be deemed received twelve (12) hours after transmission. Mail notice shall be deemed received on the third day after mailing (or on the next business day if the third day is not a business day). Where both methods of notice are used, the earlier shall establish the effective date of notice. Notice shall be given to the address of a party as stated on the face hereof until appropriate notice otherwise.

Brent Hinson

From: Tyler Luttenegger
Sent: Friday, October 26, 2018 1:36 PM
To: Kristofer Orth
Cc: Brent Hinson; Matt Toth; Austin Hennessey
Subject: RE: WFS - Phase 1 (Extras - Washington Electric)

Kristofer,

We reviewed the proposed change orders and our thoughts are below.

COR #6 – Generator Work

- We reviewed to ensure all the billed work was in fact additional work that was required due to the generator not showing up as specified.
- The cost for the work looks reasonable and the scope also looks to only cover the additional work
- All of the cost in this COR should be covered by the generator supplier.

COR #7 – Telecom Work

- This price seems reasonable for the owner directed work

Let me know if you have any additional questions.

Thanks,

Tyler

TYLER LUTTENEGGER, P.E., LEED AP BD+C
SR. PROJECT MANAGER



118 E COLLEGE ST. SUITE 200
IOWA CITY, IA 52240
tluttenegger@modus-eng.com
319-248-4602 direct
319-248-4600 office
www.modus-eng.com

From: Kristofer Orth <korth@designallianceinc.com>
Sent: Wednesday, October 24, 2018 2:51 PM
To: Tyler Luttenegger <tluttenegger@modus-eng.com>
Cc: Brent Hinson <bhinson@washingtioniowa.gov>; Matt Toth <matt@cityconstruction.build>
Subject: FW: WFS - Phase 1 (Extras - Washington Electric)

Tyler,

Please review and respond as to whether or not the proposed pricing is reasonable for the work required.

Also, if the City of Washington needs to retain or request money back from the Generator supplier, then how much should be allocated to the breaker changes?

The email below from Mike Zehr also reads like there may be some additional cost for the copper since he priced it back in May. Do you agree?

Sincerely,

Kristofer J. Orth AIA, LEED® AP
Design Alliance, Inc.

office:515.225.3469 cell: 515.537.4871

From: Matt Toth [<mailto:matt@cityconstruction.build>]
Sent: Wednesday, October 24, 2018 2:22 PM
To: Kristofer Orth; Tyler Luttenegger
Cc: Brent Hinson
Subject: Washington Fire station extras -Washington Electric

Project Team,

Please see attached and explanation below from Mike on these costs. I will put them on letter heads and have them submitted shortly.

Thanks,
Matt Toth
Project Manager
Office: 319.338.5100
Cell: 708.732.6288
2346 Mormon Trek Blvd, Suite 2500
Iowa City, IA 52246



From: Michael Zehr [<mailto:mjzehr@hotmail.com>]
Sent: Wednesday, October 24, 2018 2:13 PM
To: Matt Toth <matt@cityconstruction.build>
Subject: Re: Fire station extras

Sure Matt,

Alliant installed the telecom conduit in the same trench as the electric, Tom Wide told Alliant to stub the pipes up in the current location and asked if we could bring our pipes to that location and install a hand hole in the green space. We are hoping to do this work tomorrow.

See as built below

CHANGE PROPOSAL ESTIMATE SUMMARY

Project: Washington Fire Station Phase #1

CITY CONSTRUCTION

Location: Washington
Washington, IA

IOWA CITY, IOWA
Estimator: Matt Toth
Date:10/25/18

Re: COR #6 Additional Generator Work

Ref. Num	Description Of Item	Quant. Unit	Quantity	Mat'l Unit	Total Material	Labor Unit	Total Labor	Sub Unit	Total Sub Cost
1.)	Added Generator Work								
	CC Labor and Material:								
	Supervision/Coordination	HRS	0.00	0.00	\$0	78.56	\$0	0.00	\$0
	Subcontractor:								
	Homes by Hamilton	SUP	1.00	0.00	\$0	0.00	\$0	4,474.05	\$4,474

*** LABOR/MATERIAL/SUBCONTRACTOR -SUBTOTAL..... \$0 \$0 \$4,474

CHANGE PROPOSAL COST SUMMARY:

Total Material.....	\$0
Total Labor.....	\$0
Total Subcontractors/Equipment.....	\$4,474
Subtotal.....	\$4,474
Fee for Material Costs (Material * .15).....	\$0
Fee for Labor Costs ((Labor + Labor Burden) * .15).....	\$0
Fee for Subcontractor Costs (Subcontractor * .05).....	\$224
Sales Tax on Material.....	N/A
Subtotal.....	\$4,698
Bond Cost (\$10 per \$1000).....	\$47
Liability Insurance (0.4%).....	\$19
***** TOTAL COST OF CHANGE PROPOSAL *****	\$4,764



Washington Electric Service

1011 North Marion Ave.

Washington, IA 52353



Family owned and operated
since 1970

Estimate

Date	Estimate #
10/23/2018	5309

Name / Address
City Construction 2346 Mormon Trek Blvd. Suite 2500 Iowa City, Iowa 52246

Description	Qty	Rate	Total
Washington Fire Station Added work: Add 800 amp main breaker to correct non-service rated Automatic Transfer Switch Relocate underground conduits to make room to accommodate main breaker on metering pad Add conduits and wiring between metering cabinet and new main breaker Add structure and mount breaker (provided by others), extend conduits from ground with expansion fittings (Alliant Spec) Install lugs (provided by others) in main breaker and generator breaker Conduit, fitting, strut BOM negotiated price 9/26/2018 Wire, 600 Kcmil X 2 per phase 28' negotiated price 5/18/2018 Excavator work (per hour) Fill rock, 3/4" DOT (ton) Mike, Master Electrician Iowa EL-5849MA-EC Sam, Journeyman Electrician IC EL-5847JA Matt, skilled Apprentice Electrician, Iowa EL-088095-UP			
	1	890.00	890.00T
	224	10.204	2,285.70T
	1	85.00	85.00T
	6.5	15.90	103.35T
	3	65.00	195.00T
	9	55.00	495.00T
	12	35.00	420.00T

		Subtotal	\$4,474.05
		Sales Tax (0.0%)	\$0.00
		Total	\$4,474.05

Phone #	Fax #
(319) 653-5757	(319) 863-7035

IMWCA

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
 500 SW 7TH STREET, SUITE 101
 DES MOINES, IA 50309-4506
 PHONE: 800-257-2708

INVOICE INV71396

DATE

12/1/2018

PAGE:

1

Mbr No: 0706 Member Name: Washington, City of

Washington, City of
 215 E Washington

Washington IA 52353

Please remit payment to: IMWCA, P.O. Box 310009, Des Moines, IA 50331-0009

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE

1.00	INSTALL6	Installment 6 - Work Comp Prem 18-19			7,080.00	\$7,080.00
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This invoice is due by January 1, 2019.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account *Thank You* or to process payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	\$7,080.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$7,080.00

JETCO, INC.

208 1ST AVENUE SOUTH
ALTOONA, IA 50009

Invoice

Date	Invoice #
12/12/2018	14640

Bill To
CITY OF WASHINGTON 215 E. WASHINGTON STREET WASHINGTON, IA 52353

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Q5109C Opt 2	NET 30		12/12/2018	BEST WAY	ALTOONA	9597-CS SCADA Support Ye...

Quantity	Item Code	Description	Price Each	Amount
1	CONTROL.	SCADA Support Contract, Option 2 Year 2	5,010.00	5,010.00
			0.00	0.00

610-6-8015- 6350 Initials FD BH
EXP. Year 2 for WWTP SCADA contract with Jetco.
Vender # _____ Date Rec. 12-12-18
Due Date _____ Inv # _____

Total \$5,010.00



Iowa Finance Authority
 2015 Grand Avenue
 Des Moines, IA 50312

Telephone: 515.725.4900
 Fax: 515.725.4901

City of Washington
Attn: City Clerk
215 E Washington Street
Washington IA 52353

LOAN STATEMENT

<i>Statement Date</i>	11/2/2018
<i>Loan Number:</i>	C0441R
<i>Original Loan Amount</i>	\$3,000,000.00
<i>Current Loan Balance:</i>	\$2,495,000.00
<i>Interest Rate:</i>	3.00%
<i>Annual Service Fee Rate</i>	0.25%
<i>Payment Due Date:</i>	12/1/2018
<i>Current Principal Due:</i>	\$0.00
<i>Prior Principal Due</i>	\$0.00
<i>Current Interest Due:</i>	\$37,425.00
<i>Prior Interest Due</i>	\$0.00
<i>Service Fee Due:</i>	\$0.00
<i>Total Amount Due:</i>	\$37,425.00

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please complete an ACH Authorization form and fax it to us at 515-725-4901 at least one week before your payment is due (download a form from <http://www.iowafinanceauthority.gov/ach>.)

Questions? Please contact Becky Wu at 800-432-7230 or becky.wu@iowa.gov

Keep upper portion for your records

C0441R



Iowa Finance Authority
 2015 Grand Avenue
 Des Moines, IA 50312

LOAN STATEMENT

Telephone: 515.725.4900
 Fax: 515.725.4901

Statement Date 11/2/2018
Loan Number: CF0412R
Original Loan Amount \$16,316,000.00
Current Loan Balance: \$12,525,000.00
Interest Rate: 3.00%
Annual Service Fee Rate 0.25%

City of Washington
Attn: City Clerk
215 E Washington Street
Washington IA 52353

Payment Due Date: **12/1/2018**
Current Principal Due: \$0.00
Prior Principal Due \$0.00
Current Interest Due: \$187,875.00
Prior Interest Due \$0.00
Service Fee Due: \$0.00
Total Amount Due: **\$187,875.00**

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please complete an ACH Authorization form and fax it to us at 515-725-4901 at least one week before your payment is due (download a form from <http://www.iowafinanceauthority.gov/ach>.)

Questions? Please contact Becky Wu at 800-432-7230 or becky.wu@iowa.gov

Keep upper portion for your records

CF0412R



Iowa Finance Authority
 2015 Grand Avenue
 Des Moines, IA 50312

Telephone: 515.725.4900
 Fax: 515.725.4901

City of Washington
Attn: City Clerk
215 E Washington Street
Washington IA 52353

Please note our new address, effective
December 14, 2018

1963 BELL AVENUE SUITE 200
 DES MOINES, IOWA 50315

LOAN STATEMENT

<i>Statement Date</i>	11/2/2018
<i>Loan Number:</i>	D0431R
<i>Original Loan Amount</i>	\$4,378,000.00
<i>Current Loan Balance:</i>	\$3,602,053.77
<i>Interest Rate:</i>	2.00%
<i>Annual Service Fee Rate</i>	0.00%
<i>Payment Due Date:</i>	12/1/2018
<i>Current Principal Due:</i>	\$0.00
<i>Prior Principal Due</i>	\$0.00
<i>Current Interest Due:</i>	\$28,995.90
<i>Prior Interest Due</i>	\$653.17
<i>Service Fee Due:</i>	\$0.00
<i>Total Amount Due:</i>	\$29,649.07

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please complete an ACH Authorization form and fax it to us at 515-725-4901 at least one week before your payment is due (download a form from <http://www.iowafinanceauthority.gov/ach>.)

Questions? Please contact Becky Wu at 800-432-7230 or becky.wu@iowa.gov

Keep upper portion for your records

D0431R



City of Washington
215 East Washington Street
Washington, IA 52353

December 7, 2018
Invoice No: 205598
Project No: 217055

Attn: Brent Hinson

Re: Washington Fire Station

For professional services rendered for the period November 1, 2018 to November 30, 2018
for the referenced project.

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Predesign	15,500.00	100.00%	15,500.00	15,500.00	0.00
Schematic	7,750.00	100.00%	7,750.00	7,750.00	0.00
Design Dev	31,000.00	100.00%	31,000.00	31,000.00	0.00
Const Doc	54,250.00	100.00%	54,250.00	54,250.00	0.00
Bid/Negot	7,750.00	100.00%	7,750.00	7,750.00	0.00
Const Admin	38,750.00	9.58%	3,712.25	3,119.38	592.87
Total Fixed Fee	155,000.00		119,962.25	119,369.38	592.87
Total Fixed Fee					\$592.87

Kristofer Orth - mileage					67.58
Total Out-of-Pocket Expenses					\$67.58

INVOICE TOTAL **\$660.45**

Please notify our office if you have any questions concerning your invoice balance.

1.5% interest charged on unpaid balance over 30 days.

14225 University
Suite 110
Waukee, IA 50263
TEL 515.225.3469
FAX 515.225.9649
DesignAllianceInc.com



City of Washington
215 East Washington Street
Washington, IA 52353

December 7, 2018
Invoice No: 205597
Project No: 219001

Attn: Brent Hinson

Re: Washington City Hall & Police Station

For professional services rendered for the period November 1, 2018 to November 30, 2018
for the referenced project.

<u>Description</u>	<u>Contract Amount</u>	<u>% Work To Date</u>	<u>Amount Billed</u>	<u>Previous Billed</u>	<u>This Inv Billed</u>
Schematic	11,812.50	15.00%	1,771.88	590.63	1,181.25
Design Dev	23,625.00	0.00%	0.00	0.00	0.00
Const Doc	47,250.00	0.00%	0.00	0.00	0.00
Bid/Negot	5,906.25	0.00%	0.00	0.00	0.00
Const Admin	29,531.25	0.00%	0.00	0.00	0.00
Total Fixed Fee	118,125.00		1,771.88	590.63	1,181.25
Total Fixed Fee					\$1,181.25

Kristofer Orth - mileage	67.58
Total Out-of-Pocket Expenses	\$67.58

INVOICE TOTAL \$1,248.83

Please notify our office if you have any questions concerning your invoice balance.

1.5% interest charged on unpaid balance over 30 days

14225 University
Suite 110
Waukee, IA 50263
TEL 515.225.3469
FAX 515.225.9649
DesignAllianceInc.com

QT Petroleum on Demand

4909 Nautilus Court North, Suite 109, Boulder, CO 80301
 Voice (303) 444-3590 Fax (303) 444-8736

Invoice

Date: 12/12/18
 Invoice #: 073391

Account: Washington Airport (M4000)
 Voice: (319) 653-7002
 Fax:
 Problem Desc: Sys: Installation

WO Date Opened: 12/12/18 Invoiced
 WO Date Completed:
 WO Owner: New Installs
 Service Plan: Initial Warranty

Billing Info:

Washington Airport (M4000)
 PO Box 516
 Washington, IA 52353 USA

Order # 54753

PARTS ORDERS

Order ID	PO Number	Order Date	Ship Date	Ship Method	Service Plan Savings	Freight Charge			
054753	none	12/12/18		UPS Ground		\$0.00			
Part #	Part Description	Serial Number	Qty	Ext Price	Return Value	Disc	Ret	NU	Dis
m4000U-C-2	M4000 Upgrade w/ Cell Com and 2 pumps		1	\$12,950.00	\$0.00	10	0	<input type="checkbox"/>	<input type="checkbox"/>
Totals:				\$12,950.00	\$0.00				

Amount Due This Shipment: \$12,950.00

002-6-2080 6511 Initials QCA
 EXP. Fuel System
 Vender # _____ Date Rec. 12-14-18
 Due Date _____ Inv # _____

Applicant License Application (BC0029303)

Name of Applicant: <u>C & H Jones, Inc.</u>		
Name of Business (DBA): <u>ACE-N-MORE</u>		
Address of Premises: <u>1901 EAST WASHINGTON STREET</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business	<u>(319) 653-6700</u>	
Mailing	<u>1901 EAST WASHINGTON STREET</u>	
City <u>Washington</u>	State <u>IA</u>	Zip: <u>52353</u>

Contact Person

Name <u>Holly Jones</u>	
Phone: <u>(319) 653-6700</u>	Email <u>holly@acenmore.com</u>

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 01/12/2019

Expiration Date: 01/11/2020

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Holly Jones

First Name: Holly **Last Name:** Jones
City: Washington **State:** Iowa **Zip:** 52353
Position: President
% of Ownership: 50.00% **U.S. Citizen:** Yes

Craig Jones

First Name: Craig **Last Name:** Jones
City: Washington **State:** Iowa **Zip:** 52353
Position: secretary
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:

Applicant License Application ()

Name of Applicant: <u>Hy-vee, Inc.</u>		
Name of Business (DBA): <u>Washington Fast and Fresh Express</u>		
Address of Premises: <u>520 South Highway 1</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business <u>(515) 267-2800</u>		
Mailing <u>Hy-Vee, Inc.</u>		
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Kelly Palmer</u>		
Phone: <u>(515) 267-2949</u>	Email <u>kpalmer@hy-vee.com</u>	

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 12/07/2018

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>		
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>	

Ownership

Randy Edeker

First Name: Randy

Last Name: Edeker

City: Urbandale

State: Iowa

Zip: 50322

Position: CEO, President

% of Ownership: 0.00%

U.S. Citizen: Yes

Michael Jurgens

First Name: Michael

Last Name: Jurgens

City: Des Moines

State: Iowa

Zip: 50312

Position: Vice President, Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

Jeffrey Pierce

First Name: Jeffrey

Last Name: Pierce

City: Waukee

State: Iowa

Zip: 50263

Position: Asst Treasurer, Financial Reporting

Instructions on the reverse side

For period (MM/DD/YYYY) 1/17/2019 through June 30, 2019

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

Business Information:

Trade Name/DBA Fast and Fresh
Physical Location Address 528 Highway 1 S. City Washington ZIP 52353
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266
Business Phone Number TBD

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266
Phone Number 515-267-2800 Fax Number _____ Email kpalmer@hy-vee.com

Retail Information:

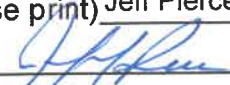
Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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) Jeff Pierce Name (please print) _____
Signature  Signature _____
Date 11/16/18 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

Washington Volunteer Fire Department
December 5, 2018

October Fires

7 City fires	1180.00
2 rural fires	1080.00
0 Drill	.00
9 fires and 0 drill	2260.00

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved.

Treasure report was read.

Randy Tisor made a motion to pay all bills against the department seconded by Josh Laws. passed.
Committees; Social: snacks after meeting.

Pancake; January 9, 2019. Tickets had out

Dance February 9. There will be a band not a DJ.

January meeting will be Tuesday 1/8/2019 After set up because of Pancake day.

Application. we do have 2 spots open.

Communication; Donation from Roselene Lowe \$6.00.

Old Business: County meeting Went well had a good program.

Physicals results were had out.

Nov. 21 training was preplan of UP home and Knots.

Drivers Opp class later this fall.

New Business; Station update; Footing are being poured now and building coming in next week.

We have received a DNR Grant of \$3500.00 for the new UTV grass rig.

Rescue.

Phil Morris is ordering new hats. \$25.00 each. Bill Wagner made a motion the Department buy the hats and give each member one, 2nd by Randy Tisor. passed

It was asked if the fire truck is going to all rescue calls in our district. Yes

Ron Armstrong is hosting the Christmas party Sunday December 16 at 5.00 eat at 6.00pm.

Discussion of calls

Roll call taken before election of officers.

Discussion was held about a letter sent to the council.

Tom read a letter from Bruce McAvoy about being out of town for training but was still running for Chief.

Elections results; Chief-Tom Wide 28 and Bruce McAvoy 2, Randy Tisor 1

1st Asst. Craig Rembold 13 and Brendan DeLong 18.

Jerry Guengerich made a motion to keep other officers the same. 2nd by Bill Dusenbury. Passed.

2nd. Asst. Jim Williams. Sec. Tom Beauchamp

meeting adjourned

Secretary

Tom Beauchamp

Elm Grove & Woodlawn Cemeteries

Council Report for November 2018

By Nicholas Duvall

We mowed each cemetery the last times during November. We put up snow fence in Elm Grove, flagged the survey pins at Elm Grove and moved all the recycling carts of the building at Woodlawn so work can begin on its restoration. We had an EAB meeting to discuss and approve bids for group # 7. I also got cemetery snowplow equipment ready to go. I helped M/C plow snow on the square and also took a town route, haul snow, etc. while they were short of staff. I worked on cemetery records also.

We have had 3 funerals at Elm Grove this month, 73 funerals total so far this year. This month we plan to continue with funeral services, helping m/c as needed, begin working on mower yearly maintenance, preliminary budget, and moving snow as the weather dictates. We will also be working on cemetery records updating as time allows.

**WWTP report
December 18, 2018
Council meeting**

- **After hour alarm and dog call outs –**
22nd dog call, Safety Center reported a dog to be picked up at 415 W Main, 9:13 a.m., Parker
24th dog call, Safety Center reported a dog to be picked up at 521 South 9th, 8:06 p.m. Parker
3rd WWTP, elevated TSS alarm, 6:13 p.m. Fred
7th dog call, Safety Center reported a dog to be picked up at 1021 North 8th, 5:20 p.m. Parker
7th dog call, Safety Center reported a dog to be picked up at 1009 W. Monroe, 9:09 p.m. Parker
- **Dept Head meetings –** I attended the meetings on November 20, 27, and December 11, 2018.
- **WWTP November 2018 Discharge Monitoring Report (DMR) –** Average daily flow 1.999 million gallons (mg), maximum daily flow 4.716 mg, minimum daily flow 1.061 mg. There were zero (0) violation of the WWTP's NPDES discharge permit. Total rain and melted precipitation for November 2018 3.71", 12.1" snow (recorded at the WWTP).

CBOD5 removal 85% required	result = 97.0 %
Influent CBOD5 monthly average =	98.8 mg/L
Effluent CBOD5 monthly average =	3.0 mg/L

TSS removal 85% required	result = 95.7 %
Influent TSS monthly average =	147.1 mg/L
Effluent TSS monthly average =	6.4 mg/L
- **Dog pound report for November 2018 –** Seven (7) calls total for November 2018. Two (2) call outs during normal hours and five (5) call outs after hours. Three (3) dogs were returned to their owners, one (1) dog taken to Paws & More, one (1) dog euthanized, one (1) dog still in pound, and one (1) dog gone upon arrival.
- **WWTP inspection –** Terry Jones, of the local IDNR was at the WWTP on the November 14, 2018 to perform our bi-yearly inspection. I received Terry's written report. A few requirements were noted, which I reviewed, but nothing major was noted for non compliance.
- **Iowa Pump Works (IPW) -** Mike from IPW was here on December 5th to install our rebuilt pumps at Lexington Blvd lift station and the East EQ basin. Mike also inspected pump #1 at Lexington after he got pump #2 installed. Mike determined the impeller on pump #1 was wearing down like pump #2 did. We decided to leave pump #1 in service since the seals were still good. We had IPW order a new impeller for pump #1. Mike said he could install it in the field after IPW receives it so they wouldn't have to take it to their shop for repairs. Mike also wanted us to check the check valves at Lexington. He thought there might be a blockage in one (1) of the check valves. Jason and Parker took the valves apart to investigate. They only found a small amount of rags caught in the valves. They removed the rags from the valves and they appear to be working properly again. I contacted Steve Troyer at FOX to talk about pump operating options at Lexington. Steve called back; Jason and I talked to him about operating the lift station so the pumps don't run all day long. We plan to try this in the near future.
- **Ozonix/Suez –** We received the thirty six (36) UV lamps from Suez. These lamps were sent to us at no charge as they were covered under warranty. If we had to purchase these the cost would've been around sixty three hundred (\$6,300.00) dollars.
- **Thanks –** To JJ for opening up our road during the snow storm. To Tim K for helping Jason vac out the Lexington lift station wet well floor with M/C's vac trailer.

- **Hy-Vee gas station** – I received a call from the Seneca Company wanting to know if they could discharge the ballast water (city water used to fill the new underground tanks during installation) from the new gas station at Hy Vee. Seneca is estimating there be around forty six thousand (46,000) gallons to discharge. I gave Seneca a list of testing parameters that needed to be tested for and reviewed before the discharge would be allowed. I contacted Terry Jones at the local IDNR office to make sure I wasn't missing anything. Terry said the testing parameters I requested should cover everything needed to allow the discharge if the results come back low.

Fred E Doggett
12/14/2018 10:24 AM

Washington Park and Recreation

11-8-18

City Hall, Washington Iowa

Present: Don Pfeiffer, Gabriela Canchola, Nick Pacha and Genie Davis

Absent: Trent Stout and Shawn Loy

Don called the meeting to order at 6 pm.

First on the agenda the board discussed the Disc Golf issue. The City Council discussed this issue at the last meeting. Luke asked the council not to go ahead with any plans until after the first of the year in the spring. Nick stated he will be making boards to show the numbers of each basket.

While speaking of the park area the subject of people using the trash cans around the park as personal trash cans. Don stated he will go through some of the cans and look for anything that might have a person's name on it.

The board then discussed the graffiti that was on the Rocket slide restroom and other areas. Nick had pictures on his phone that he shared with the board. It was also noted that there are places around the square in the alleys that have graffiti on the buildings. No action has been taken in this matter except Nick did state that he has cleaned the most part of it off.

Don told the board that all of the parks will be done by Mar 1st, 2019 of the removal of all ash boar trees. Don also informed the group that 25 trees were planted in Sunset Park, North Park and the water tower area. Another 25 trees will be planted in the spring of 2019.


Nick talked about the main pavilion it in need of repairs. The board will talk more after the budget is done. A question as to if the public should have any input on the repairs as to what should be done. Nick will talk to Brent Henson on this matter.

The bids for the road to Kirkwood were good. Asphalt has been laid from highway 1 to North Ave B Street

Next meeting has been set for Dec. 13, 2018 at 6 pm at City Hall.

Written by: Genie Davis

Contractor's Application for Payment No. 5

Application Period: 12/14/2018	
From (Contractor): Delong Construction Inc.	Via (Engineer): MSA Professional Services, Inc.
Contract:	
Contractor's Project No.:	Engineer's Project No.: 10322002

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1	\$27,715.00	\$2,895.10
2	0	0
TOTALS	\$ 27,715.00	\$ 2,895.10
NET CHANGE BY CHANGE ORDERS	\$ 24,819.90	\$ 24,819.90

1. ORIGINAL CONTRACT PRICE..... \$ 8850,292.00
2. Net change by Change Orders..... \$ 24,819.90
3. Current Contract Price (Line 1 ± 2)..... \$ 8875,111.90
4. TOTAL COMPLETED AND STORED TO DATE (Column F or I total on Progress Estimates)..... \$ 713,598.64
5. RETAINAGE:
 - a. 5% X \$713,598.64 Work Completed..... \$ 335,679.93
 - b. 5% X \$0.00 Stored Material..... \$ 0.00
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 335,679.93
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 677,918.71
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 671,644.13
8. AMOUNT DUE THIS APPLICATION..... \$ 6,274.58
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 197,193.19

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.

Contractor Signature _____ **Date:** _____

Payment of: \$ 6,274.58 (Line 8 or other - attach explanation of the other amount) **12-14-18** (Date)

is recommended by: [Signature] (Engineer)

Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner)

Approved by: _____ (Date)

Funding or Financing Entity (if applicable) _____ (Date)

CITY OF WASHINGTON, IOWA

CLAIMS REPORT FOR DECEMBER 18, 2018

POLICE	ALTENHOFEN, SHAMUS	REIMB FOR STING SUPPLIES	20.00	
	AMAZON CAPITAL SERVICES	BOOTS - SETH	147.63	
	BDH TECHNOLOGY	MONTHLY MAINTENANCE AGREEM	350.00	
	CINTAS CORP LOC. 342	RUG SERVICE	35.79	
	COBB OIL CO, INC.	FUEL	2,520.30	
	GREINER DISCOUNT TIRES	TIRE MAINTENANCE	76.00	
	KCTC	INTERNET	105.00	
	MOORE'S BP AMOCO INC	FUEL/STORAGE & IMPOUND OF HONDA	219.94	
	O'REILLY AUTOMOTIVE INC	LEAF FAC FUEL FILTER	5.99	
	POLICE LEGAL SCIENCES	TRAINING	1,320.00	
	QUILL	OFFICE SUPPLIES	55.90	
	RAY O'HERRON CO.,INC.	BOOTS/PATCHES/CLOTHING	613.46	
	STEVE'S SALES & SERVICE	REPAIR	54.00	
	VERIZON WIRELESS	SERVICE- MOBILE	1,370.22	
	VISA	SUPPLIES/MEALS/LODGING	500.08	
	WASH CO AUDITOR	DECEMBER COMMUNICATIONS	21,400.25	
	WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	378.89	
		TOTAL	29,173.45	
	FIRE	ACE-N-MORE	SUPPLIES	22.57
		ALLIANT ENERGY	ALLIANT ENERGY	96.24
BUSINESS RADIO SALES INC		PAGER REPAIRS	530.75	
COBB OIL CO, INC.		FUEL	170.52	
MCAVOY, BRUCE		BANDAGE REIMBURSMENT	120.83	
VERIZON WIRELESS		SERVICE- MOBILE	184.43	
WINDSTREAM IOWA COMMUNICATIONS		NOV SERVICE	173.95	
		TOTAL	1,299.29	
ANIMAL CONTROL	JOHN DEERE FINANCIAL	DOG FOOD	56.97	
		TOTAL	56.97	
DEVELOP SERV	ACE-N-MORE	SUPPLIES/TOOLS	52.57	
	BW CONSTRUCTION	SNOW ABATEMENTS 3 PROPERTI	200.00	
	CAPPS HOME REPAIR	SNOW ABATEMENTS-3 PROPERTI	200.50	
	COBB OIL CO, INC.	FUEL	240.81	
	COLEMAN CONSTRUCTION	SNOW ABATEMENTS-7 PROPERTI	375.00	
	LUKE WASTE MANAGEMENT	TRASH ABATEMENTS	70.00	
	UNITY POINT CLINIC-OCCUPATIONAL MEDICI	TESTING	37.00	
	VERIZON WIRELESS	SERVICE- MOBILE	250.49	
	VISA	MEALS AND LODGING	128.61	
	WMPF GROUP LLC	P & Z PUBLIC HEARING	14.84	
		TOTAL	1,569.82	
	LIBRARY	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
		ALLIANT ENERGY	ALLIANT ENERGY	2,002.22
BAKER & TAYLOR		LIBRARY MATERIALS/BOOKS	627.55	
BROCKWAY COMPANY, INC		HVAC/REPAIR WSB ROOM	340.00	
CARSON PLUMBING & HEATING SRVS INC		PLUMBING MAINTENANCE	109.16	
EBERT SUPPLY CO.		CLEANING SUPPLIES	131.56	
FISHER, JASON		LIBRARY CLEANING- DECEMBER	1,125.00	
GALE/CENGAGE LEARNING		WESTERNS	42.68	
HUMANITIES IOWA		PROGRAMMING/ADULT/LK	50.00	
KCTC		INTERNET & PHONE	356.04	
RECORDED BOOKS LLC		LIBRARY MATERIALS	98.94	
STAPLES BUSINESS ADVANTAGE		OFFICE SUPPLIES	90.63	
WCDC INC		WINDOW WASHINGTON	30.00	
WMPF GROUP LLC		EMPLOYMENT ADVERTISING	127.84	
		TOTAL	5,175.62	
PARKS		ACE-N-MORE	BUILDING REPAIR	109.38
	ALLIANT ENERGY	ALLIANT ENERGY	1,451.04	
	COBB OIL CO, INC.	FUEL	435.67	
	JOHN DEERE FINANCIAL	SUPPLIES	12.98	
	KCTC	INTERNET & PHONE	121.22	
	O'REILLY AUTOMOTIVE INC	WIPER BLADES	213.09	
	PIONEER MFG.	SOCCER FIELD- PAINT	234.00	

	PIP PRINTING	TIMESHEETS	41.60
	SITLER'S SUPPLIES INC.	SHOP LIGHT REPLACEMENT	64.00
		TOTAL	2,682.98
POOL	ALLIANT ENERGY	ALLIANT ENERGY	102.80
		TOTAL	102.80
CEMETERY	ACE-N-MORE	SHOP TOOLS	49.63
	ATCO INTERNATIONAL	FIRST AID KITS FOR VEHICLE	392.47
	CERTIFIED LABORATORIES	HYDRALIC OIL	299.50
	KCTC	INTERNET & PHONE	259.00
	MORNING SUN FARM	PARTS FOR KUBOTA BROOM	635.85
	PIP PRINTING	TIMESHEETS	41.60
	UNITY POINT CLINIC-OCCUPATIONAL MEDICI	TESTING	37.00
	WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	1.84
		TOTAL	1,716.89
FINAN ADMIN	ACE-N-MORE	BOOT SCRUBBERS	39.98
	ALLIANT ENERGY	ALLIANT ENERGY	18.12
	BAKER PAPER & SUPPLY	COPY PAPER	107.10
	CINTAS CORP LOC. 342	RUG SERVICE	225.24
	FAREWAY STORES	SUPPLIES	57.39
	GOOGLE LLC	MONTHLY SERVICE	225.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	225.00
	IOWA COUNTY RECORDERS ASSOCIATION, INC	FILING FEES	145.00
	KCTC	INTERNET	104.99
	PACE PAYMENT SYSTEMS	PACE ADMIN FEE	20.00
	STOREY KENWORTHY/MATT PARROTT	TAX FORMS	237.12
	VERIZON WIRELESS	SERVICE- MOBILE	62.29
	VISA	SERVER/SURVEY/SOFTWARE	4,383.33
	WASH COUNTY MINIBUS	LOST DEC. & NOV- RECON	29,855.07
	WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	966.03
	WMPF GROUP LLC	ADVERTISING	505.50
		TOTAL	37,177.16
AIRPORT	ACE-N-MORE	SUPPLIES	6.78
	ALLIANT ENERGY	ALLIANT ENERGY	1,143.75
	CARSON PLUMBING & HEATING SRVS INC	REST ROOM REPAIR	85.90
	CLOUDBURST 9	INTERNET SERVICE	72.09
	JAMIESON, JEAN	NOVEMBER CLEANING	196.00
	L.J. ROTH RECONSTRUCTION INC.	PARTS & LABOR	215.13
	VERIZON WIRELESS	SERVICE- MOBILE	52.29
	WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	178.63
		TOTAL	1,950.57
ROAD USE	COBB OIL CO, INC.	FUEL	2,889.22
	O'REILLY AUTOMOTIVE INC	FUEL FILTER- LEAF VAC	19.66
	UNITY POINT CLINIC-OCCUPATIONAL MEDICI	TESTING	37.00
		TOTAL	2,945.88
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	9,945.12
		TOTAL	9,945.12
CAPTIAL PROJ	DOUDS STONE LLC	ROADSTONE, GENERATOR FIRES	248.22
	STATE HYGIENIC LAB	TESTING	180.00
	WMPF GROUP LLC	LEGAL ADVERTISING	117.92
		TOTAL	546.14
SIDEWALK REPAIR/REPLACE	RANGEL, JOSE & ELVIRA	SIDEWALK REIMBURSEMENT	96.00
	WASHINGTON WEST SIDE STORAGE, INC.	SIDEWALK REIMBURSEMENT	96.00
	ABOZENA, NADER	SIDEWALK REIMBURSEMENT	384.00
		TOTAL	576.00
LIBRARY GIFT	BAKER & TAYLOR	LIBRARY MATERIALS/BOOKS	82.15

		TOTAL	82.15
WATER PLANT	ACE ELECTRIC. INC	WATER PLANT MAINTENANCE	178.00
	ACE-N-MORE	TOOLS	278.94
	ALLIANT ENERGY	ALLIANT ENERGY	19,854.25
	CARROLL, SUSAN	MILEAGE REIMBURSEMENT	15.26
	COBB OIL CO, INC.	FUEL	35.13
	ETS CORPORTATION	ETS ADMIN FEE	741.39
	GOMEZ, MARIA	WATER DEPOSIT REFUND	48.98
	IA DEPT OF REVENUE	DEC WATER EXCISE TAX	6,736.00
	IOWA RURAL WATER ASSOC.	MEMBERSHIP DUES	375.00
	JUHL, CYNTHIA	WATER DEPOSIT REFUND	108.28
	KCTC	INTERNET	90.94
	LOCSIN, ROCHELLE	WATER DEPOSIT REFUND	112.01
	MILFORD JR, ROBERT	WATER DEPOSIT REFUND	20.38
	PACHA, DIANNA K	WATER DEPOSIT REFUND	93.79
	PENCE, GARY	WATER DEPOSIT REFUND	118.32
	RIOS, ALESHA	WATER DEPOSIT REFUND	48.34
	SITLER'S ELECTRIC	FUSES	79.60
	STATE HYGIENIC LAB	TESTING	123.50
	VERIZON WIRELESS	SERVICE- MOBILE	52.29
	VISA	LODGING/MEALS/FUEL	345.85
	WATER SOLUTIONS UNLIMITED	CHEMICALS	3,758.60
	WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	96.05
	WMPF GROUP LLC	EMPLOYMENT ADVERTISING	95.88
		TOTAL	33,406.78
WATER DIST	ALLIANT ENERGY	ALLIANT ENERGY	26.48
	COBB OIL CO, INC.	FUEL	1,441.88
	VERIZON WIRELESS	SERVICE- MOBILE	129.57
	WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	93.21
		TOTAL	1,691.14
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	10,457.01
	ATCO INTERNATIONAL	PLANT CHEMICALS	370.50
	COBB OIL CO, INC.	FUEL	398.39
	IA DEPT OF REVENUE	DEC SALES TAX	2,141.00
	IOWA PUMP WORKS INC	PUMP REPAIRS/INSTALLATION	11,711.45
	PIP PRINTING	TIMESHEETS	41.60
	UNITED LABORATORIES	LIFT STATION DEGREASER	611.40
	VERIZON WIRELESS	SERVICE- MOBILE	183.96
	WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	274.37
		TOTAL	26,189.68
SEWER COLLECT	ALLIANT ENERGY	ALLIANT ENERGY	795.80
	COBB OIL CO, INC.	FUEL	600.04
	HY-VEE	SASSO MTG	34.64
	VERIZON WIRELESS	SERVICE- MOBILE	126.39
	WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	93.20
		TOTAL	1,650.07
SANITATION	WEMIGA WASTE INC.	NOVEMBER RECYCLING SERVICE	3,500.00
		TOTAL	3,500.00
SELF INSURANCE	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	330.00
		TOTAL	330.00
		TOTAL	161,768.51

CITY OF WASHINGTON, IA
VISA Card Charges

CLAIMS REPORT 12/18/2018

LIBRARY/LIBRARY GIFT

FIN ADMIN
KASPERSKY LAB - SUBSCRIPTION RENEWAL - GAULT
DELL - NEW SERVER
SURVERY MONKEY - HOUSING SURVEY

79.99
4,015.34
288.00

4,383.33

POLICE

DIRECTED ELECTRONIC INC - CAR ALARMS (3) YEARLY SUBSCRIPTION
MIGAD DIRECT RESPONSE - 2 YEARLY PLANNERS
SURRETIRE - BATTERIES
UPTOWN AUTO WASH - CAR WASH
HC WAREHOUSE/BUCKSTAFF - HANDCUFF CASE (DAMAGED BY JUVENILE, SEEKING RESTITUTION)
FRONT STREET BREWERY - CHALUPA MEAL AT TRAINING
PANCHEROS - CHALUPA MEAL AT TRAINING
WOODFIRE GRILL - CHALUPA MEAL AT TRAINING
ME & BILLY - CHALUPA MEAL AT TRAINING
SHELL OIL - CHALUPA MEAL AT TRAINING
SUBWAY - CHALUPA MEAL AT TRAINING
ME & BILLY - CHALUPA MEAL AT TRAINING
SUBWAY - CHALUPA MEAL AT TRAINING

222.57
32.83
86.29
10.00
25.98
25.33
10.11
31.28
17.98
3.85
8.01
17.84
8.01

PARKS/POOL

-

DEVELOP SERV

ARBYS - MEAL FOR KEITH AT SAFETY CONFERENCE
SCI DES MOINES - LODING FOR KEITH AT SAFETY CONFERENCE

500.08
11.01
117.60

AIRPORT

-

ROAD USE

128.61

FIRE

SEWER PLANT

-

CEMETERY

-

SANITATION

WATER PLANT/WATER DIST
DAVID
HOLIDAY INN DUBUQUE - HOTEL FOR CONFERENCE
TACO JOHNS - MEAL
CASEYS - FUEL

-
-
-
-

175.00
134.39
11.46
25.00

345.85
5,357.87

Grand Total

**CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
NOVEMBER 30, 2018**

FUND	11/1/2018	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	11/30/2018
	BEGINNING CASH BALANCE					ENDING CASH BALANCE
001-GENERAL FUND	1,153,352.42	252,881.74	-	339,248.44	-	1,066,985.72
002-AIRPORT FUND	255,420.68	24,519.46	-	7,048.76	-	272,891.38
010-CHAMBER REIMBURSEMENT	6,422.59	6,205.82	-	7,461.42	-	5,166.99
011-MAIN STREET REIMBURSEMENT	2,362.54	4,253.07	-	5,476.68	-	1,138.93
012-WEDG REIMBURSEMENT	(322.89)	-	-	50.98	-	(373.87)
050-DOWNTOWN INCENTIVE GRANT	49,500.00	-	-	-	-	49,500.00
110-ROAD USE	973,792.89	86,523.50	-	78,119.19	-	982,197.20
112-EMPLOYEE BENEFITS	-	41,961.05	-	41,961.05	-	-
114-EMERGENCY LEVY	-	3,345.14	-	3,345.14	-	-
121-LOCAL OPTION SALES TAX	-	119,420.30	-	119,420.30	-	-
122-LOST DEBT SERVICE	147,269.78	28,694.66	-	17,422.22	-	158,542.22
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	25,782.12	17,088.71	-	12,426.52	-	30,444.31
125-UNIF COMM UR-NE IND	1,472.21	2,414.39	-	-	-	3,886.60
127-UNIF COMM UR - BRIARWOOD	21,124.94	-	-	19,343.78	-	1,781.16
129-SC RES UR	24,288.26	3,145.74	-	27,434.00	-	-
132-UNIF COMM UR - EBD	17,533.56	-	-	537.50	-	16,996.06
133-UNIF COMM UR-IRE	54,204.58	-	-	-	-	54,204.58
134-DOWNTOWN COMM UR	2,934.05	559.09	-	2,934.05	-	559.09
145-HOUSING REHABILITATION	27,817.56	-	-	-	-	27,817.56
146-LMI TIF SET-ASIDE	47,651.89	9,711.64	-	-	-	57,363.53
200-DEBT SERVICE	444,667.87	45,510.92	-	114,652.27	-	375,526.52
300-CAPITAL EQUIPMENT	134,414.54	-	-	-	-	134,414.54
301-CAPITAL PROJECTS FUND	4,102,673.03	2,227.07	-	569,320.73	-	3,535,579.37
305-RIVERBOAT FOUND CAP PROJ	112,903.64	-	-	-	-	112,903.64
308-INDUSTRIAL DEVELOPMENT	91,230.20	71.49	-	2,206.09	-	89,095.60
309-MUNICIPAL BUILDING	1,384,016.59	168.23	-	-	-	1,384,184.82
310-WELLNESS PARK	169,718.96	1,797.59	-	-	-	171,516.55
311-SIDEWALK REPAIR & REPLACE	46,777.96	8,000.00	-	10,096.00	-	44,681.96
312-TREE REMOVAL & REPLACE	54,133.34	-	-	5,800.00	-	48,333.34
510-MUNICIPAL BAND	4,328.70	-	-	-	-	4,328.70
520-DOG PARK	4,684.69	-	-	-	-	4,684.69
530-TREE COMMITTEE	6,952.94	-	-	-	-	6,952.94
540-POLICE FORFEITURE	2,051.49	-	-	-	-	2,051.49
541-K-9 PROGRAM	18,603.00	275.00	-	-	-	18,878.00
545-SAFETY FUND	100.00	-	-	-	-	100.00
550-PARK GIFT	147,196.05	-	-	2,054.29	-	145,141.76
570-LIBRARY GIFT	337,863.93	10,756.04	-	674.99	-	347,944.98
580-CEMETERY GIFT	11,048.00	-	-	-	-	11,048.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	1,184,111.92	146,575.24	-	136,810.58	-	1,193,876.58
601-WATER DEPOSIT FUND	23,080.00	2,400.00	-	1,275.00	-	24,205.00
603-WATER CAPITAL PROJECTS	(489,481.60)	20,286.00	-	140,090.34	-	(609,285.94)
610-SANITARY SEWER	1,122,091.41	187,215.19	-	146,755.26	-	1,162,551.34
613-SEWER CAPITAL PROJECTS	348,230.80	1,797.59	-	1,575.00	-	348,453.39
670-SANITATION	142,417.69	30,729.14	-	38,262.86	-	134,883.97
950-SELF INSURANCE	236,473.24	3,773.10	-	3,703.95	-	236,542.39
951-UNEMPLOYMENT SELF INS	40,487.64	1,007.07	-	-	-	41,494.71
TOTAL BALANCE	12,581,314.35	1,063,313.98	-	1,855,507.39	-	11,789,120.94

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	3,190,605.93 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	-	0.40%
Investment in IPAIT (PLUS 3 CDS)	3,223,344.99	1.964%
Wash St - Farm Mgmt Acct	85,993.00	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	2.02%
CBI Bank and Trust - CD 1/11/2018	500,000.00	1.85%
IPAIT ROLLING CD - MATURES MONTHLY	3,028,950.39	2.20%
Wash St Bank - CD 08/30/2018	259,876.63	2.38%
TOTAL CASH IN BANK	11,789,120.94	

(1) Washington State Bank	3,271,381.47
Outstanding Deposits & Checks/Wages payable	(80,775.54)
	3,190,605.93

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
NOVEMBER 30, 2018

FUND	7/1/2018	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	11/30/2018
	BEGINNING CASH BALANCE					ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	1,665,976.09	-	1,598,990.37	-	1,066,985.72
002-AIRPORT FUND	216,686.89	210,294.09	-	154,089.60	-	272,891.38
010-CHAMBER REIMBURSEMENT	3,120.36	27,201.06	-	25,154.43	-	5,166.99
011-MAIN STREET REIMBURSEMENT	-	29,771.49	-	28,632.56	-	1,138.93
012-WEDG REIMBURSEMENT	-	-	-	373.87	-	(373.87)
050-DOWNTOWN INCENTIVE GRANT	128,500.00	-	-	79,000.00	-	49,500.00
110-ROAD USE	724,834.41	522,059.25	-	264,696.46	-	982,197.20
112-EMPLOYEE BENEFITS	-	383,699.28	-	383,699.28	-	-
114-EMERGENCY LEVY	-	30,630.24	-	30,630.24	-	-
121-LOCAL OPTION SALES TAX	-	382,776.28	-	382,776.28	-	-
122-LOST DEBT SERVICE	-	203,027.03	-	44,484.81	-	158,542.22
123-LOST DEBT SERVICE RESERVE	8,473.29	79,170.00	-	8,473.29	-	79,170.00
124-HOTEL/MOTEL TAX	-	42,870.83	-	12,426.52	-	30,444.31
125-UNIF COMM UR-NE IND	-	3,886.60	-	-	-	3,886.60
127-UNIF COMM UR - BRIARWOOD	-	21,124.94	-	19,343.78	-	1,781.16
129-SC RES UR	-	27,434.00	-	27,434.00	-	-
132-UNIF COMM UR - EBD	-	17,533.56	-	537.50	-	16,996.06
133-UNIF COMM UR-IRE	-	54,204.58	-	-	-	54,204.58
134-DOWNTOWN COMM UR	-	3,493.14	-	2,934.05	-	559.09
145-HOUSING REHABILITATION	37,809.51	2,500.00	-	12,491.95	-	27,817.56
146-LMI TIF SET-ASIDE	47,651.89	9,711.64	-	-	-	57,363.53
200-DEBT SERVICE	65,190.56	424,988.23	-	114,652.27	-	375,526.52
300-CAPITAL EQUIPMENT	145,742.38	-	-	11,327.84	-	134,414.54
301-CAPITAL PROJECTS FUND	3,242,414.72	2,007,752.12	-	1,714,587.47	-	3,535,579.37
305-RIVERBOAT FOUND CAP PROJ	-	112,903.64	-	-	-	112,903.64
308-INDUSTRIAL DEVELOPMENT	104,652.52	364.59	-	15,921.51	-	89,095.60
309-MUNICIPAL BUILDING	1,429,140.77	541.58	-	45,497.53	-	1,384,184.82
310-WELLNESS PARK	178,883.88	12,632.67	-	20,000.00	-	171,516.55
311-SIDEWALK REPAIR & REPLACE	75,480.31	32,429.33	-	63,227.68	-	44,681.96
312-TREE REMOVAL & REPLACE	97,136.42	-	-	48,803.08	-	48,333.34
510-MUNICIPAL BAND	4,078.70	250.00	-	-	-	4,328.70
520-DOG PARK	4,684.69	-	-	-	-	4,684.69
530-TREE COMMITTEE	7,728.31	2,372.50	-	3,147.87	-	6,952.94
540-POLICE FORFEITURE	2,051.49	-	-	-	-	2,051.49
541-K-9 PROGRAM	7,040.00	11,838.00	-	-	-	18,878.00
545-SAFETY FUND	100.00	-	-	-	-	100.00
550-PARK GIFT	142,418.61	4,777.44	-	2,054.29	-	145,141.76
570-LIBRARY GIFT	333,893.93	18,781.63	-	4,730.58	-	347,944.98
580-CEMETERY GIFT	11,048.00	-	-	-	-	11,048.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	603,906.24	1,115,827.50	-	525,857.16	-	1,193,876.58
601-WATER DEPOSIT FUND	23,870.00	10,200.00	-	9,865.00	-	24,205.00
603-WATER CAPITAL PROJECTS	-	1,329,018.34	-	1,938,304.28	-	(609,285.94)
610-SANITARY SEWER	715,813.10	960,287.58	-	513,549.34	-	1,162,551.34
613-SEWER CAPITAL PROJECTS	381,043.09	8,189.30	-	40,779.00	-	348,453.39
670-SANITATION	160,034.64	158,045.80	-	183,196.47	-	134,883.97
950-SELF INSURANCE	238,854.45	34,518.61	-	36,830.67	-	236,542.39
951-UNEMPLOYMENT SELF INS	44,776.92	9,208.79	-	12,491.00	-	41,494.71
TOTAL BALANCE	10,197,821.22	9,972,291.75	-	8,380,992.03	-	11,789,120.94

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	3,190,605.93 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	-	0.40%
Investment in IPAIT (PLUS 3 CDS)	3,223,344.99	1.964%
Wash St - Farm Mgmt Acct	85,993.00	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
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TOTAL CASH IN BANK	11,789,120.94	

(1) Washington State Bank	3,271,381.47
Outstanding Deposits & Checks/Wages payable	(80,775.54)
	<u>3,190,605.93</u>

NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2018-2019 CITY BUDGET

The City Council of Washington in WASHINGTON County, Iowa
will meet at Washington Free Public Library, 115 W Washington Street
at 6:00 pm on 12/18/2018
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,677,676		3,677,676
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	3,677,676	0	3,677,676
Delinquent Property Taxes	4	0		0
TIF Revenues	5	269,338	95,100	364,438
Other City Taxes	6	910,116		910,116
Licenses & Permits	7	112,375		112,375
Use of Money and Property	8	154,788		154,788
Intergovernmental	9	2,189,524	205,840	2,395,364
Charges for Services	10	5,165,822		5,165,822
Special Assessments	11	120,000		120,000
Miscellaneous	12	393,840	66,960	460,800
Other Financing Sources	13	1,070,488	1,316,902	2,387,390
Transfers In	14	5,841,761	892,066	6,733,827
Total Revenues and Other Sources	15	19,905,728	2,576,868	22,482,596
Expenditures & Other Financing Uses				
Public Safety	16	1,958,420	29,304	1,987,724
Public Works	17	1,260,916		1,260,916
Health and Social Services	18	0		0
Culture and Recreation	19	895,100	38,000	933,100
Community and Economic Development	20	92,037	100	92,137
General Government	21	1,032,722	128,500	1,161,222
Debt Service	22	1,380,989	27,763	1,408,752
Capital Projects	23	5,689,075	361,960	6,051,035
Total Government Activities Expenditures	24	12,309,259	585,627	12,894,886
Business Type / Enterprises	25	6,594,758	1,287,103	7,881,861
Total Gov Activities & Business Expenditures	26	18,904,017	1,872,730	20,776,747
Transfers Out	27	5,841,761	892,066	6,733,827
Total Expenditures/Transfers Out	28	24,745,778	2,764,796	27,510,574
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-4,840,050	-187,928	-5,027,978
Beginning Fund Balance July 1	30	10,080,148		10,080,148
Ending Fund Balance June 30	31	5,240,098	-187,928	5,052,170

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Capital projects, vehicle purchases/repairs, grant funding

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Kelsey Brown

City Clerk/ Finance Officer Name

92-887

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2019 - AMENDMENT #1

To the Auditor of WASHINGTON County, Iowa:

The City Council of Washington in said County/Counties met on 12/18/2018 at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. _____ <== ENTER RESOLUTION NUMBER

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2019
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Washington
Section 1. Following notice published 12/7/2018

and the public hearing held, 12/18/2018 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,677,676	0	3,677,676
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,677,676	0	3,677,676
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	269,338	95,100	364,438
Other City Taxes	6	910,116	0	910,116
Licenses & Permits	7	112,375	0	112,375
Use of Money and Property	8	154,788	0	154,788
Intergovernmental	9	2,189,524	205,840	2,395,364
Charges for Services	10	5,165,822	0	5,165,822
Special Assessments	11	120,000	0	120,000
Miscellaneous	12	393,840	66,960	460,800
Other Financing Sources	13	1,070,488	1,316,902	2,387,390
Transfers In	14	5,841,761	892,066	6,733,827
Total Revenues and Other Sources	15	19,905,728	2,576,868	22,482,596
Expenditures & Other Financing Uses				
Public Safety	16	1,958,420	29,304	1,987,724
Public Works	17	1,260,916	0	1,260,916
Health and Social Services	18	0	0	0
Culture and Recreation	19	895,100	38,000	933,100
Community and Economic Development	20	92,037	100	92,137
General Government	21	1,032,722	128,500	1,161,222
Debt Service	22	1,380,989	27,763	1,408,752
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Transfers Out	27	5,841,761	892,066	6,733,827
Total Expenditures/Transfers Out	28	24,745,778	2,764,796	27,510,574
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-4,840,050	-187,928	-5,027,978
Beginning Fund Balance July 1	30	10,080,148	0	10,080,148
Ending Fund Balance June 30	31	5,240,098	-187,928	5,052,170

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

December 14, 2018

To: Mayor and City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Demolition Bidding of 123 E. 2nd (Linda Lou's/Red Bear Daycare)

We received 2 bids for the demolition of the building, and would recommend award to DeLong. Pending DNR approval of an offsite training burn by the Fire Department, their bid would be \$29,500. If they are denied the offsite burn and have to haul to the SEMCO landfill, their bid is \$37,000.

The demolition work will begin following the asbestos abatement, with DeLong having a deadline of February 15.

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF DEMOLITION CONTRACT

WHEREAS, the project known as "Demolition of Building at 123 East 2nd Street" has been designed and publicized for competitive quotations, and quotations were received on December 14, 2018.

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

Section 1. That the following competitive quotation for certain public improvements described in general as "Demolition of Building at 123 East 2nd Street" be and is hereby accepted, the same being the lowest responsible quotation received for said work, as follows:

Contractor: DeLong Construction, Inc.

Amount of Bid: \$29,500

Section 2. That said award is subject to obtaining DNR permission to haul the material to an approved site and to conduct a training burn at that site. Should that permission be denied, the Council approves an additional \$7,500 to be added to the quotation amount to allow for SEMCO Landfill tipping fees.

PASSED AND APPROVED, this 18th day of December, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Bid for Demolition of City-Owned Property

Demolition of 123 East 2nd Street

My bid: \$29,500

I acknowledge and agree to all of the requirements detailed in the Public Bid Announcement.

I acknowledge and agree to fully comply with the requirements of the Washington Code of Ordinances as it may relate to this project.

I acknowledge and agree that the City of Washington has the right to reject any and all proposals.

Contractor Information:

Contractor Name: DeLong Construction, Inc

Address: Box 488, Washington, IA

Contact Phone: 319-653-3334

Signature: [Signature] Date: 12-14-18

Signed By/Title: Brendan DeLong, Project Manager

Please seal your bid in an envelope and submit to Washington City Hall at 215 East Washington Street by December 14th at 9 AM.

DELONG
CONSTRUCTION, INC.
EARTH MOVERS, GRADING CONTRACTORS

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

An EEO/AA Employer

An Iowa DOT Certified DBE / WBE Contractor

1320 North 8th Avenue
PO Box 488
Washington, Iowa 52353

Ph: 319-653-3334
F: 319-653-3351
www.delonginc.com

December 14, 2018
Former Linda Lou's Building Demolition
Washington, IA

To whom it may concern:

This bid reflects DeLong Construction hauling the rubble/material to our property located in rural Washington County, Ia. After discussing with Chief Wide, it was determined that we were legally able to haul this material there and the fire department would burn it for a "training burn," contingent on the Fire Department obtaining all the appropriate documentation.

If details of this matter change and prevent us from being able to do that, we would have to haul the material to SEMCO Landfill. Doing this, DeLong Construction would have to incur cost for tipping fees.

If hauling to SEMCO is required, please increase our proposal to: **\$37,000**

This should cover all tipping fees.

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

Sincerely,



Brendan DeLong
Project Manager
319-461-3796
DeLong Construction, Inc.

Bid for Demolition of City-Owned Property

Demolition of 123 East 2nd Street

My bid: \$43,275⁰⁰

I acknowledge and agree to all of the requirements detailed in the Public Bid Announcement.

I acknowledge and agree to fully comply with the requirements of the Washington Code of Ordinances as it may relate to this project.

I acknowledge and agree that the City of Washington has the right to reject any and all proposals.

Contractor Information:

Contractor Name: Cornerstone Excavating Inc

Address: 1320 West Main Street - PO Box 928

Contact Phone: 319-653-3957

Signature:  Date: 12-14-18

Signed By/Title:  President

Please seal your bid in an envelope and submit to Washington City Hall at 215 East Washington Street by December 14th at 9 AM.

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

December 14, 2018

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the name and title in the "From:" field.

Re: Fire Station Utilities & Grading Pay App #5 and Change Order #2

Mayor and Council:

Attached is various information related to the above items. The final change order will deduct at least \$7,680.73 from the contract. This is because we had a change allowance included in the contract price, and did not use that full change allowance.

The challenging part of this final change order and pay application is that the contractor ran over the substantial completion deadline by 33 days and the final completion deadline by 54 days. By terms of the contract, this would lead to the assessment of \$24,600 in liquidated damages. We have proposed that a lesser amount be assessed, corresponding to the extra fees the City incurred as a result of the contractor being late to finish the project, with a proposed total of \$8,720. As you can see from his attached letter, the contractor disputes that these fees should be assessed.

In my opinion, the Terracon fees are directly related to the additional time taken. Terracon had to come down several extra times for testing. Therefore, I'd recommend that \$1,261 be assessed against the contractor in any event. The FOX fees might be more debatable, so I have asked them to document the specific time that they believe they spent in excess of what would have been expected had the project finished on time. We will bring these numbers to the meeting for your consideration.



December 5, 2018

Brent Hinson
City of Washington
215 East Washington St.
Washington, IA 52353

RE: Fire Station Utilities and Grading, Phase I
FOX PN: 2045-17B.440

Dear Mr. Hinson:

G&R Miller (Contractor) continues to work on outstanding punchlist items for the Washington Fire Station Utilities and Grading, Phase 1 project. Currently there are several punchlist items that have not been addressed. Attached please find Change Order #2 which includes the final adjustment of quantities and Application for Payment #5 which includes payment for all work completed but excludes payment for project retainage.

The original Construction Contract Price was \$433,767.55. Change Orders 1 and 2 have decreased the contract amount by a total of \$7,680.73. The total amount due to the Contractor for the fulfillment of said Contract is **\$426,086.82**.

The Contractor exceeded the contract substantial completion date of September 20, 2018 by 33 days with an actual substantial completion date of October 23, 2018. The Contractor exceeded the contract final completion date of October 12, 2018 by 54 days (to date). **Final completion has not yet been achieved.**

In accordance with the contract documents, liquidated damages could be assessed in the amount of \$500/day for substantial completion and \$150/day for final completion for a total to date of: $33 \times \$500 = \$16,500$ and $54 \times \$150 = \$8,100$, $\$16,500 + \$8,100 =$ **\$24,600.00**

Note: if the attached Application for Payment is paid to the contractor in full, there will be \$21,304.34 remaining to be paid to the contractor as final retainage. If the city anticipates damages as a result of the contractor exceeding the contract completion dates, the city may consider making appropriate adjustments to remaining payments to the contractor.

FOX is aware of the following costs to the owner as a direct result of the contractor exceeding the final completion date:

- FOX Engineering Fees for additional work beyond completion dates: \$7,459.00
- Terracon earthwork observation and retesting beyond completion dates: \$1,261.00
\$8,720.00

According to the Contract Documents, the Owner has the following options:

Option A: Approve Application for Payment #5 for the full amount listed.

Option B: Approve Application for Payment #5 with other amount (other amount to be determined by the owner)

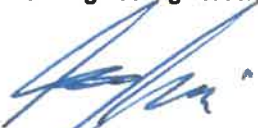
Option C: Other option as determined by the Owner.

If **Option A** is selected, \$37,485.55 should be paid to the Contractor after council approval of the Application for Payment #5.

If **Option B** is selected, owner shall write in other amount above owner's signature line on Application for Payment No. 5, attach explanation of other amount, and make the other amount payment to the contractor after council approval.

Please contact me if you have any questions regarding the items above.

Sincerely,
FOX Engineering Associates, Inc.



Steven P. Soupir, P.E., CFM
Project Manager

Enclosures: Pay Application No. 5
Change Order #2

CC: Rick Miller, G&R Miller

G&R Miller Construction

1002 W. Monroe, Washington, IA 52353 www.grmillerconstruction.com

Office: (319) 653-2553 | Fax: (319) 653-3205 | Toll Free: 800-362-1859

December 10, 2018

City of Washington
PO Box 516
Washington, IA 52353

Attn: Brent Hinson

RE: Email on Pay App #5 and Change Order #2

I received the email from Fox Engineering on the Fire Station regarding the possibility of liquidated damages being applied to the Pay App.

As you know we are a long time local contractor (Since 1954) and an area employer. We have had the pleasure of working on several projects with the City over the years.

We worked on the City of Washington's Fire Station Site Grading Contract over the past summer. We were the low bidder on the project saving the city several thousands of dollars.

We met all the work and obstacles head on. Including several change orders and the time that was involved in getting these approved so we could then precede in a timely fashion and of course the numerous weather delays.

We never missed a day on site when the weather and ground condition's would let us work on the project.

If damages were charged against us; the end result would be economically devastating to our small company.

We would appreciate your consideration in these factors when you make your decision.

We pride ourselves with always making the customer happy and doing our best.

As far as Fox billing for "Extra" services after the completion date. There was nothing extra that I see that would have had to be done if the completion date was met. Aside from a couple of emails and phone call everything would have been done anyway. Terracon Services were needed and done as well. If they (Fox) insist on billing I would like to see an itemized bill as I am sure you would as well.

Thank you for your time and consideration in this matter if you have any questions please feel free to give me a call.

Sincerely



Rick A. Miller
President

Contractor's Application for Payment No. 5

Unit Price Contract


Project: Fire Station Utilities and Grading, Phase I From (Contractor): G & R Miller Construction Application Date: 11/26/2018
 To (Owner): City of Washington Owner's Project No.: 204S-17B Period From: 10/11/2018
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 204S-17B Period To: 11/26/2018


Approved Change Order Summary:		
No.	Date Approved	Deductions
1	10/16/2018	zero
2	11/26/2018	-\$7,680.73
TOTALS		-\$7,680.73
NET CHANGE BY CHANGE ORDERS		-\$7,680.73

1. ORIGINAL CONTRACT PRICE..... \$ 433,767.55
 2. Net change by Change Orders..... \$ -7,680.73
 3. Current Contract Price (Line 1 + 2)..... \$ 426,086.82
 4. TOTAL COMPLETED AND STORED TO DATE
 (Column F on Progress Estimate)..... \$ 426,086.82
 5. RETAINAGE:
 a. 5% X \$426,086.82 Work Completed..... \$ 21,304.34
 b. 5% X Stored Material..... \$
 c. Less Total Retainage Released Early..... \$
 d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ 21,304.34
 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 404,782.48
 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 367,296.93
 8. AMOUNT DUE THIS APPLICATION..... \$ 37,485.55
 9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G on Progress Estimate + Line 5 above)..... \$ 21,304.34

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 11/27/18

Payment of: \$ 37,485.55 (Line 8 or other - attach explanation of the other amount)
 is recommended by:  (Engineer) 11/30/18 (Date)
 Payment of: \$ (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

For (contract): Fire Station Utilities and Grading, Phase I
 Contractor: G & R Miller Construction

Contractor's Application

Owner's Proj. No.: 2045-17B
 Engineer's Proj. No.: 2045-17B
 Application Number: 5
 Application Date: 11/26/2018

A		B				C		D		E		F		G
Bid Item No.	Item Description	Bid Quantity	Quantity Change (By Change Order)	Total Quantity	Units	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
DIVISION 1 - GENERAL														
1.01	MOBILIZATION	1		1	LS	\$23,479.00	\$23,479.00	1	\$23,479.00		\$23,479.00	100.0%		
1.02	TRAFFIC CONTROL	1		1	LS	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%		
1.03	CONSTRUCTION CONTINGENCY (ALLOWANCE)	1	-1		LS	\$12,000.00								
1.04	SUBMITTAL EXCHANGE FEE (ALLOWANCE)	1		1	LS	\$2,220.00	\$2,220.00	1	\$2,220.00		\$2,220.00	100.0%		
DIVISION 2 - EARTHWORK														
2.01	CLEARING AND GRUBBING	1		1	LS	\$250.00	\$250.00	1	\$250.00		\$250.00	100.0%		
2.02	TOPSOIL, STRIPPING AND STOCKPILING	350	-157	193	CY	\$3.50	\$675.50	193	\$675.50		\$675.50	100.0%		
2.03	EARTHWORK	1		1	LS	\$16,710.00	\$16,710.00	1	\$16,710.00		\$16,710.00	100.0%		
2.04	GRANULAR SURFACING	65	46.13	111.13	TON	\$19.00	\$2,111.47	111.13	\$2,111.47		\$2,111.47	100.0%		
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION														
3.01	TRENCH FOUNDATION	70	-70		TON	\$19.80								
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100	-100		CY	\$33.00								
DIVISION 4 - SEWERS AND DRAINS														
4.01	REMOVE EXISTING PIPE, 18-INCH RCP	192		192	LF	\$25.00	\$4,800.00	192	\$4,800.00		\$4,800.00	100.0%		
4.02	REMOVE EXISTING MANHOLE	3		3	EA	\$723.00	\$2,169.00	3	\$2,169.00		\$2,169.00	100.0%		
4.03	GROUTING EXISTING SANITARY SEWER	180	-69	111	CY	\$119.00	\$13,209.00	111	\$13,209.00		\$13,209.00	100.0%		
4.04	STORM SEWER, TRENCHED, 15-INCH, AS SUBDRAIN	173	-115	58	LF	\$72.00	\$4,176.00	58	\$4,176.00		\$4,176.00	100.0%		
4.05	STORM SEWER, TRENCHED, 18-INCH, AS SUBDRAIN	140		140	LF	\$81.50	\$11,410.00	140	\$11,410.00		\$11,410.00	100.0%		
4.06	STORM SEWER, TRENCHED, 15-INCH, AS NONPERFORATED	183		183	LF	\$45.50	\$8,326.50	183	\$8,326.50		\$8,326.50	100.0%		
4.07	STORM SEWER, TRENCHED, 18-INCH, AS NONPERFORATED	27		27	LF	\$50.50	\$1,363.50	27	\$1,363.50		\$1,363.50	100.0%		
4.08	SUBDRAIN, 6-INCH	253		253	LF	\$12.90	\$3,263.70	253	\$3,263.70		\$3,263.70	100.0%		
4.09	SUBDRAIN CLEANOUT, 8-INCH DIAMETER	2		2	EA	\$415.00	\$830.00	2	\$830.00		\$830.00	100.0%		
4.10	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-INCH	171		171	LF	\$56.50	\$9,661.50	171	\$9,661.50		\$9,661.50	100.0%		
4.11	SANITARY SEWER GRAVITY MAIN, TRENCHED, 15-INCH	8		8	LF	\$67.00	\$536.00	8	\$536.00		\$536.00	100.0%		
4.12	SANITARY SEWER GRAVITY MAIN, TRENCHED, 36-INCH	326	10	336	LF	\$124.00	\$41,664.00	336	\$41,664.00		\$41,664.00	100.0%		
4.13	SANITARY SEWER SERVICE, 4-INCH	81		81	LF	\$33.50	\$2,713.50	81	\$2,713.50		\$2,713.50	100.0%		
4.14	SANITARY SEWER SERVICE, 6-INCH	65	15	80	LF	\$50.75	\$4,060.00	80	\$4,060.00		\$4,060.00	100.0%		
4.15	SANITARY SEWER SERVICE CONNECTION, 4-INCH OR 6-INCH	2		2	EA	\$275.00	\$550.00	2	\$550.00		\$550.00	100.0%		
4.16	SANITARY SEWER SERVICE CLEANOUT, 4-INCH	2		2	EA	\$370.00	\$740.00	2	\$740.00		\$740.00	100.0%		
4.17	SANITARY SEWER SERVICE CLEANOUT, 6-INCH	2		2	EA	\$490.00	\$980.00	2	\$980.00		\$980.00	100.0%		
DIVISION 5 - WATER MAIN AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, 6-INCH	193	-23	170	LF	\$42.00	\$7,140.00	170	\$7,140.00		\$7,140.00	100.0%		
5.02	WATER MAIN, TRENCHED, 8-INCH	256		256	LF	\$38.00	\$9,728.00	256	\$9,728.00		\$9,728.00	100.0%		
5.03	WATER VALVE, 6-INCH	2		2	EA	\$990.00	\$1,980.00	2	\$1,980.00		\$1,980.00	100.0%		
5.04	WATER VALVE, 8-INCH	1		1	EA	\$1,420.00	\$1,420.00	1	\$1,420.00		\$1,420.00	100.0%		
5.05	FIRE HYDRANT ASSEMBLY	1		1	EA	\$5,200.00	\$5,200.00	1	\$5,200.00		\$5,200.00	100.0%		
5.06	WATER SERVICE, 2.5-INCH	1		1	LS	\$1,850.00	\$1,850.00	1	\$1,850.00		\$1,850.00	100.0%		
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH	3		3		\$2,600.00	\$7,800.00	3	\$7,800.00		\$7,800.00	100.0%		
6.02	INTAKE, SW-501	1		1		\$2,300.00	\$2,300.00	1	\$2,300.00		\$2,300.00	100.0%		
6.03	INTAKE, SW-505	1		1		\$3,200.00	\$3,200.00	1	\$3,200.00		\$3,200.00	100.0%		
6.04	INTAKE, SW-511	1		1		\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%		
6.05	STORMWATER DETENTION STRUCTURE	1	-1			\$53,700.00	\$53,700.00	1	\$53,700.00		\$53,700.00	100.0%		
6.06	CONNECT TO EXISTING STORM	1		1		\$3,500.00	\$3,500.00	1	\$3,500.00		\$3,500.00	100.0%		
6.07	CONNECT TO EXISTING STORM SEWER, STORM SEWER MANHOLE OVER EXISTING 36-INCH STORM SEWER	1		1		\$8,200.00	\$8,200.00	1	\$8,200.00		\$8,200.00	100.0%		
6.08	CONNECT TO EXISTING SANITARY STRUCTURE	1		1		\$7,500.00	\$7,500.00	1	\$7,500.00		\$7,500.00	100.0%		
6.09	CONNECT TO EXISTING TRUNK SEWER, SANITARY SEWER MANHOLE OVER EXISTING SEWER	1		1		\$14,900.00	\$14,900.00	1	\$14,900.00		\$14,900.00	100.0%		
6.10	CONNECT TO EXISTING SANITARY MAIN, SANITARY SEWER MANHOLE OVER EXISTING SEWER	1		1		\$8,800.00	\$8,800.00	1	\$8,800.00		\$8,800.00	100.0%		
6.11	SANITARY SEWER MANHOLE - 48-INCH SW-301	1		1		\$4,700.00	\$4,700.00	1	\$4,700.00		\$4,700.00	100.0%		

Item		A										B	C	D	E	F		G
Bid Item No.	Description	Bid Quantity	Quantity Change (by Change Order)	Total Quantity	Units	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)					
6.12	SANITARY SEWER MANHOLE - 84-INCH SW-301	2		2	EA	\$6,000.00	\$12,000.00	2	\$12,000.00		\$12,000.00	100.0%						
7.01	REMOVAL OF PAVEMENT, SIDEWALK/ALLEY/DRIVEWAY/PARKING	2,364	424	2788	SY	\$6.90	\$19,237.20	2788	\$19,237.20		\$19,237.20	100.0%						
7.02	PCC PAVING, FULL DEPTH PATCH	1,124	22	1146	SY	\$59.50	\$68,187.00	1146	\$68,187.00		\$68,187.00	100.0%						
9.01	TEMPORARY SEEDING AND MULCHING	1		1	AC	\$1,200.00	\$1,200.00	1	\$1,200.00		\$1,200.00	100.0%						
9.02	SILT FENCE	400	-273	127	LF	\$2.00	\$254.00	127	\$254.00		\$254.00	100.0%						
9.03	SILT FENCE, CLEAN-OUT	400	-400		LF	\$0.50												
9.04	FILTER SOCK	362	35	397	LF	\$2.00	\$794.00	397	\$794.00		\$794.00	100.0%						
9.05	INTAKE PROTECTION, DROP-IN	8	-8		EA	\$150.00												
9.06	STABILIZED CONSTRUCTION ENTRY	75		75	SY	\$4.30	\$322.50	75	\$322.50		\$322.50	100.0%						
	Change Order #1 (Items not included in bid item quantity adjustments)		1	-1	LS	\$24,775.45	\$24,775.45	1	\$24,775.45		\$24,775.45	100.0%						
	Totals						\$426,086.82		\$426,086.82		\$426,086.82	100.0%						

Date of Issuance:	November 26, 2018	Effective Date:	November 26, 2018
Owner:	City of Washington	Owner's Contract No.:	
Contractor:	Miller Welding and Tiling, Inc.	Contractor's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	2045-17B
Project:	Fire Station Utilities and Grading Phase I	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:

- a. **Adjustment of Quantity (Bid Item 1.03)** Construction Contingency decrease by 0.126275 @ \$12,000.00 = **\$1,515.30 DEDUCT**
- b. **Adjustment of Quantity (Bid Item 2.02)** Topsoil, Stripping and Stockpiling decrease by 157 CY @ \$3.50 = **\$549.50 DEDUCT**
- c. **Adjustment of Quantity (Bid Item 2.04)** Granular Surfacing increase by 46.13 TON @ \$19.00 = **\$876.47 ADD**
- d. **Adjustment of Quantity (Bid Item 3.01)** Trench Foundation decrease by 70 TON @ \$19.80 = **\$1,386.00 DEDUCT**
- e. **Adjustment of Quantity (Bid Item 3.02)** Replacement of Unsuitable Backfill Material decrease by 100 CY @ \$33.00 = **\$3,300.00 DEDUCT**
- f. **Adjustment of Quantity (Bid Item 4.03)** Grouting Existing Sanitary Sewer decrease by 69 CY @ \$119.00 = **\$8,211.00 DEDUCT**
- g. **Adjustment of Quantity (Bid Item 7.01)** Pavement Removal increase by 424 SY @ \$6.90 = **\$2,925.60 ADD**
- h. **Adjustment of Quantity (Bid Item 7.02)** PCC Paving increase by 90 SY @ \$59.50 = **\$5,355.00 ADD**
- i. **Adjustment of Quantity (Bid Item 9.02)** Silt Fence decrease by 273 LF @ \$2.00 = **\$546.00 DEDUCT**
- j. **Adjustment of Quantity (Bid Item 9.03)** Silt Fence Cleanout decrease by 400 LF @ \$0.50 = **\$200.00 DEDUCT**
- k. **Adjustment of Quantity (Bid Item 9.04)** Filter Sock increase by 35 LF @ \$2.00 = **\$70.00 ADD**
- l. **Adjustment of Quantity (Bid Item 9.05)** Intake Protection, Drop-in decrease by 8 EA @ \$150.00 = **\$1,200.00 DEDUCT**

Brent Hinson

From: Kristofer Orth
Sent: Thursday, December 6, 2018 10:31 AM
To: Brent Hinson
Cc: Matt Toth
Subject: WFS Phase 1 Renovations (Change Order No. 2)
Attachments: Change Order No. 002 (unsigned).pdf

Brent,

We generated the attached Washington Fire Station – Phase 1 Renovations Change Order No. 002 to resolve a deduct discovered during the Substantial Completion of the project.

Today we will mail (3) original copies to Matt Toth. He will then sign & forward the copies to you, by 12/13/18, for City Council action on 12/18/18.

Please let us know if there are any questions.

Sincerely,

Kristofer J. Orth AIA, LEED® AP
Design Alliance, Inc.



14225 University Avenue, Suite 110
Waukee, Iowa 50263
office:515.225.3469 cell: 515.537.4871
www.designallianceinc.com



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Washington Fire Station
Phase 1 Renovation
215 East Washington Street
Washington, Iowa 52353

CONTRACT INFORMATION:
Contract For: General Construction

Date: May 16, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: December 6, 2018

OWNER: *(Name and address)*
City of Washington, Iowa
215 East Washington Street
Washington, Iowa 52353

ARCHITECT: *(Name and address)*
Design Alliance, Inc.
14225 University Avenue, Suite 110
Waukee, Iowa 50263

CONTRACTOR: *(Name and address)*
City Construction
2346 Mormon Trek Blvd., Suite 2500
Iowa City, Iowa 52240

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #8 - Provide Deduct for butterfly valve upstream of water meter.

TOTAL DEDUCT: (\$418.00)

The original Contract Sum was	\$	147,300.00
The net change by previously authorized Change Orders	\$	7,255.00
The Contract Sum prior to this Change Order was	\$	154,555.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	418.00
The new Contract Sum including this Change Order will be	\$	154,137.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Design Alliance, Inc.
ARCHITECT *(Firm name)*

SIGNATURE

Kristofer J. Orth, AIA
PRINTED NAME AND TITLE

12/06/18
DATE

City Construction
CONTRACTOR *(Firm name)*

SIGNATURE

Matt Toth, Project Manager
PRINTED NAME AND TITLE

12/11/18
DATE

City of Washington
OWNER *(Firm name)*

SIGNATURE

Jaron Rosien, Mayor
PRINTED NAME AND TITLE

DATE

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

December 14, 2018

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Contract Amendment with Running Robots

Attached is a Hotel/Motel Tax Committee-recommended contract amendment with Running Robots to include the City website update within the scope of their work. When we started the process, the City was still planning to update its website with GovOffice. During the process, it became apparent that it was much more advantageous to fully integrate the City site with Chamber, WEDG, and Main Street under the City's .gov domain. Therefore, this amendment, proposed to be funded by Hotel/Motel Tax like the rest of the website update, incorporates the City's website work into the scope of Running Robots' contract.



Running Robots
1232 Teg Dr.
Iowa City Iowa 52246

Estimate

EST-423

Estimate Date : 04 December 2018

Bill To
City of Washington

Reference# : Additional Pages for
Washingtonia.gov
Website

#	Item & Description	Qty	Rate	Amount
1	Labor - \$100/hour Create and Design an Additional 26 Pages for the City of Washington. Content will be migrated and condensed into the proposed sitemap. The city of Washington will be responsible for editing/updating the content on these pages. Running Robots will organize the content and design these pages in addition to previously agreed upon work in Proposal ID 182.	52.0 1	100.00	5,200.00
Sub Total				5,200.00
Total				\$5,200.00

Notes

We are looking forward to your business.

Terms & Conditions

Statement of Work & Contract

Your signature signifies your acceptance of the terms and conditions below.

General

Following execution of this Agreement by both parties, Running Robots will provide the services specified in the attached work order. Running Robots will not provide services to clients who are under the age of 18.

Release of Liability

In consideration of the client's participation in the Program, the client hereby releases Running Robots and their students, employees, agents and representatives from any and all liability that may result from the conduct or content of the work performed as part of the Program. This Release of Liability includes, but is not limited to, any work performed and services provided relating to website design; website hosting; database, application, and e-commerce development; and computer hardware and software support.

Field verification disclaimer

In developing a comprehensive proposal for equipment and installation services Running Robots must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. Changes to the proposal may have an effect on the price of equipment and/or services.

Website Hosting

Running Robots offer limited hosting services by buying server space from third party vendors. We can refer you to their site should you require any additional information or need the terms and conditions. Running Robots makes no guarantees as to the availability, malfunction, or interruption of this hosting service.

Website Dependencies

In the event that any aspect of this website project is dependent on a separate third party, the quality and punctuality of the finished website may be subject to said party's ability to meet the required timelines and/or level of quality. Running Robots is not responsible for any delay or defect caused by separate third-party code or plug-ins. If the third party plug-ins or code change and cause disruptions in service to your website, Running Robots will bill at our hourly web design rate to work with the third party and make changes to your website to get you up and running again.

Hours of Business

Running Robots operates during normal business hours of Monday - Friday 8 AM - 5 PM CST. We do our best to help you at any time of the day/week, however, assistance outside of those normal business hours is subject to consultant availability and not guaranteed.

Database, Application and E-Commerce Development

The client remains solely responsible for ensuring that all software is functioning correctly before use.

Computer Hardware and Software Support

The Client understands that in the process of working on your computer equipment, there is a potential for data loss. The Client agrees that you have made the necessary backups of your data so that, in the event of such loss, the data can be restored. The Client will be solely responsible for data loss or damage to data. The Client authorizes Running Robots to install anti-virus and any other necessary software on its computers to perform required services.

Payment of Accounts

A deposit sufficient to cover Running Robots' out-of-pocket expenses is required from the client before any work is performed. A final invoice will be created and sent when the project is finished. Full payment of the final invoice is due within 30 days of the invoice date unless other payment arrangements are made in advance. Failure to make full payment as specified may result in denial of access to the related website or project work and removal of web pages. Running Robots reserves the right to take further action in such circumstances.

For reoccurring services or websites, payment is due each anniversary period following the date the account was established. If 10 days have passed and payment has not been posted, the account will be suspended until further notice. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Running Robots to request termination of services.

Grant of Rights

The work to be performed under this Agreement is considered work made for hire under U.S. copyright law, with ownership of the final product to be held by the client.

Proposal Acceptance

1. Please read the contract to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please sign the document or reply "I Approve" to the sending email.
4. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
5. We'll email you a separate copy of the signed contract for your records.

Payment terms: Please make all checks payable to "Running Robots"

** Invoice will be sent to you after you sign. Please wait for the invoice to make a payment. Thank you

Authorized Signature _____

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

December 14, 2018

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Countywide Trails Plan

The trails plan is complete, and it is time to consider adoption. The full plan can be found at: <https://washingtoncountyreplan.com/draft-plan-chapter/>, but I have provided key excerpts, as well as a depiction of the concepts outlined for Washington.

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE WASHINGTON COUNTY
REGIONAL TRAILS & RECREATIONAL PLAN**

WHEREAS, the City of Washington has reviewed the Washington County Regional Trails and Recreation Plan completed in December 2018; and

WHEREAS, the City of Washington generally supports the Washington County Regional Trails and Recreation Plan's Goals, Recommended Trail and Recreation Improvements; and

WHEREAS, the City of Washington will utilize the Washington County Regional Trails and Recreation Plan as a resource for securing funding for future recreational development when and where applicable; and

WHEREAS, the City of Washington is aware that the Washington County Regional Trails and Recreation Plan is not an ordinance or regulatory document.

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

Section 1. The Washington County Regional Trails and Recreation Plan is hereby adopted as a guidance document for future trail and recreational development.

PASSED AND APPROVED this 18th day of December, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

VISION, MISSION, AND GOALS

Vision

People across Washington County will cooperate to provide and maintain a recreational network that will continue to grow to serve more users in more ways for more of their lives.

Mission Statements

- To acquire, develop, maintain, and make available to the inhabitants of Washington County the public parks, preserves, parkways, playgrounds, recreation centers, county forests, wildlife and other conservation areas
- To promote and preserve the health and general welfare of the people of Washington County
- To encourage the orderly development and conservation of natural resources
- To cultivate good citizenship by providing programs of public recreation

As time goes by, it is always a good idea to re-visit these statements to see if they continue to fit with the current goals and operation of the organization. Alternatively, it is wise to re-visit the statements to ensure that the mission and vision is being followed and achieved. Although mission and vision statements rarely come into play in everyday park operations and the current mission statement is sufficient, updating a mission statement and creating a vision statement can provide the impetus to make subsequent adjustments to park facilities and programs to reflect changing attitudes.

REGIONAL GOALS

The following are the goals for the Washington County Regional Trails and Recreation Plan:

Goal 1: Continue proper maintenance and funding of existing trails

Goal 2: Expand the use of the existing regional trail system and create linkages or loops

Goal 3: Maintain and expand recreational opportunities for County residents and regional visitors

Goal 4: Prepare a Master Plan for a new trail from Brighton to Lake Darling

Goal 5: Prepare a Master Plan for the Kewash Trail

Goal 6: Encourage and support the establishment of connections to regional trails from residential and commercial areas wherever possible

Goal 7: As it becomes available, acquire land for trail alignment in an opportunistic manner

Washington County, governmental jurisdictions, and other stakeholders should work in partnership to address the land acquisition challenges of developing a county-wide network of interconnected non-motorized recreation assets, trails and alternative transportation routes.

TRAIL OBJECTIVES

1. Continue proper maintenance and funding of existing trails
2. Improve the Effectiveness and Use of Trails
3. Expand the Existing Regional Trail System and Create Linkages or Loops
4. Maintain Inventory of Mapped Trails
5. Prepare a Master Plan for a new trail from Brighton to Lake Darling
6. Prepare a Master Plan for the Kewash Trail
7. Encourage and support the establishment of connections to regional trails from residential and commercial areas wherever possible.
8. As it becomes available, acquire land for trail alignment in an opportunistic manner. Washington County, governmental jurisdictions, and other stakeholders should work in partnership to address the land acquisition challenges of developing a county-wide network of interconnected non-motorized recreation trails and alternative transportation routes.

The following is a collective list of projects, sorted by jurisdiction, that are a priority for the region. The list was derived from public engagement process and will serve the region in the future as an action plan for implementation of this plan. These are capital projects from across the region that will require additional budgeting, grants funding, design, estimating and construction to complete. This is not an exhaustive list and will be updated from time to time as projects are complete and needs change. A map of these proposed projects has been included for reference on pages 4-18 and 4-19.

Washington County Priorities

1. Upgrades to the Kewash Nature Trail, including the creation of its own plan with inputs from West Chester, Keota, Washington, and all citizens.
2. Upgrades to the existing woodland based multi-purpose recreation trails (especially Brinton Timber & Sockum Ridge).
3. Find a suitable and sustainable funding source for trail developments as well as their operation and maintenance.

State of Iowa Facilities Priorities

1. Expand the trail from the Silt Dam to the southeast corner of the park, and then when possible, loop it back.
2. Partner with DOT to widen the shoulders for share the road bike lanes from Lake Darling State Park to the town of Brighton.
3. Prepare a Master Plan for a new trail from Brighton to Lake Darling

City of Washington Priorities

1. An additional looping trail back from Kirkwood to Kewash
2. Trails within the new Wellness Park, and connecting to existing Washington City and Washington County trails outside of the park.
3. Kewash Trail Extension - Highschool to HWY 1 to Kewash.

City of Wellman Priorities

1. Trail extension from North Park to the Mid-Prairie High School.
2. Trail connection from Wellman to Kalona.
3. Trail from South Park to Soccer Fields with improvements to recreation facilities.

City of Kalona Priorities

1. Explore and support viable trail connection opportunities to connect to Wellman and Riverside trail systems.
2. Explore a trail and new parkland opportunities along Selveson Creek.
3. Consider parkland expansion as land continues to develop to the North and Northeast portions of the community.

City of Riverside Priorities

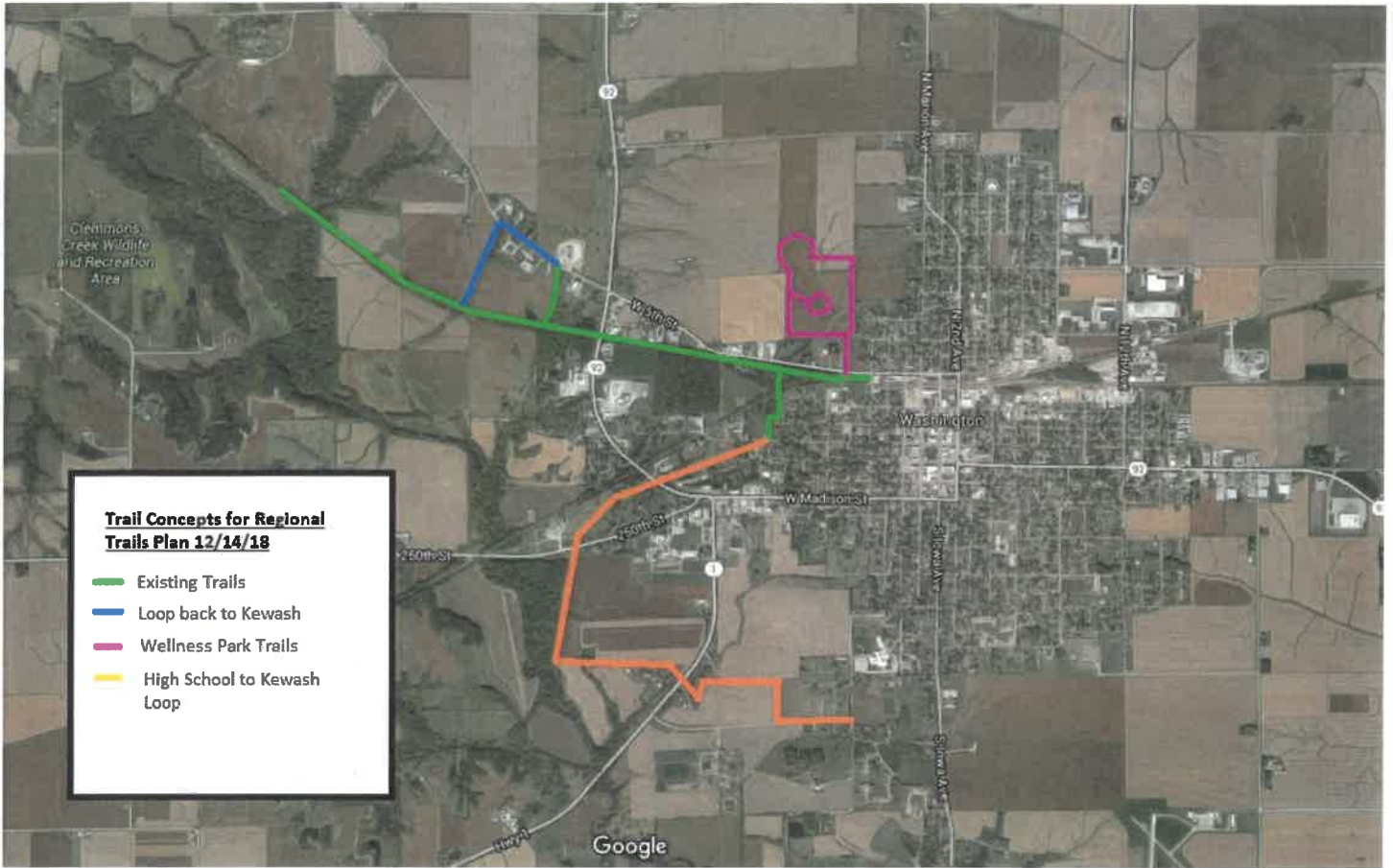
1. Improve trail connections to existing parks and create looping trails.
2. Improve the existing access to the North English River to classify as a Water Trail Access point.
3. Explore and support system compatible options for a Regional Recreation opportunity south of Riverside Casino and east of HWY 281.

City of Keota Priorities

1. Continued development and upgrades to the Kewash Nature Trailhead
2. Keota City Park improvements, such as lighting.
3. Keota City Park and Kewash Trail connection

City of Brighton Priorities

1. Partner with DOT to widen the shoulders for share the road bike lanes from Lake Darling State Park to the town of Brighton
2. Continue to maintain and upgrade Brighton City Park's facilities and equipment
3. Explore and support options to improve on-shoulder and off-street connections to Washington and the general region.



**Trail Concepts for Regional
Trails Plan 12/14/18**

- Existing Trails
- Loop back to Kewash
- Wellness Park Trails
- High School to Kewash Loop



STREET LIGHTING RESOLUTION

The following Resolution 2018- was adopted by the City Council of the City of Washington, Iowa at a meeting held on December 18, 20 18.

Be it resolved by the City Council of the City of Washington, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the existing street light contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. <u>1</u>		<u>57W</u>	<u>LED</u>		<input checked="" type="checkbox"/> OH <input type="checkbox"/> UG
2. <u>1</u>		<u>250</u>	<u>HPS</u>		<input checked="" type="checkbox"/> OH <input type="checkbox"/> UG
3.					<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1.	<u>Sunset park lights</u>
2.	
3.	

Mayor [Signature]
declared said Resolution duly passed and adopted the _____
day of _____, 20 _____.

Attest _____
Title _____



Brent Hinson <bhinson@washingtioniowa.gov>

Kevin Dunbar - LED light on utility pole follow-up

Nick Pacha <npacha@washingtioniowa.gov>
To: Jaron Rosien <jrosien@washingtioniowa.gov>
Cc: Brent Hinson <bhinson@washingtioniowa.gov>

Wed, Aug 8, 2018 at 11:25 AM

I talked with Kevin after it was installed when he first contacted us about the complaint he had. The light is on the same location and same pole as the original one. I asked Joe Marie to try and adjust it down the next time he had his bucket truck out. I am not sure if he has done this yet or not. I am not sure about what other pole he is talking about. I did get several complaints of the darkness at new dawn during the few weeks the light was out and being ordered.

Thanks

Nick

From: Jaron Rosien [mailto:jrosien@washingtioniowa.gov]
Sent: Wednesday, August 08, 2018 11:22 AM
To: Nick Pacha
Cc: Brent Hinson
Subject: Kevin Dunbar - LED light on utility pole follow-up

[Quoted text hidden]

[Quoted text hidden]

Brent Hinson

From: Nick Pacha
Sent: Thursday, November 29, 2018 3:05 PM
To: Jaron Rosien
Cc: Brent Hinson
Subject: RE: Ask about Kevin's light

I wanted to get back to you about the light that is bothering Mr. Dunbar. I met with an Alliant representative today at the site. We have a couple options. They do not allow private light to be placed on their poles. So we can't put our new bright LED light on the East pole(their pole) facing west. Alliant does have their own flood light which they could install on the East pole facing west which would be added to the current City bill. He could then install a regular Alliant security light (like the rest of the ones around the park) on the current bright light pole and remove our light (which we could reuse somewhere else in the future). So the benefit of this would be both new lights would be maintained by Alliant. If they went out in the future we just call Alliant and they come fix. He estimated total for the two new lights would be about \$18/ month but he wasn't exactly sure. I think it's a good idea to install the two new Alliant lights. It should keep nice light on New Dawn play area and help the Dunbar issue while making future maintenance fall on Alliant.

If we decide to move forward with this plan I have a form that needs to be signed.
Let me know what you think.
Thanks,
Nick

From: Jaron Rosien [mailto:jrosien@washingtioniowa.gov]
Sent: Monday, November 19, 2018 12:22 PM
To: npacha@washingtioniowa.gov
Subject: Ask about Kevin's light

Dunbar. Just asked me.

Why not on east pole and shine to west?

Jaron P.Rosien, Mayor
City of Washington (Pop. 7,266)
215 E. Washington Street
Washington, IA 52353
(319) 321-5365 (cell)
(319) 653-6584 (city hall)

NOTE: Effective immediately my email has changed to the same first initial and last name @washingtioniowa.gov - Please change your address book to reflect the change.

NOTE: Effective immediately my email has changed to the same first initial and last name @washingtioniowa.gov - Please change your address book to reflect the change.

RESOLUTION NO. _____

A RESOLUTION RESCHEDULING A REGULAR COUNCIL MEETING

WHEREAS, the City Council has set the 1st and 3rd Tuesdays of each month as regular meeting dates by previous Resolution; and

WHEREAS, the first regular meeting in January would fall on January 1, the New Year's Day holiday, if not rescheduled.

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

Section 1. The regular Council meeting to be held January 1, 2019, is hereby moved to January 2, 2019 at 6 PM.

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

PASSED AND APPROVED this 18th day of December, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING RETIREMENT AGREEMENT

WHEREAS, Chief Greg Goodman has decided to retire effective May 31, 2019 after 34 years of honorable service with the City of Washington; and

WHEREAS, a Retirement Agreement has been drafted under the supervision of the City Attorney to outline certain terms.

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

Section 1. The City Council hereby approves the Retirement Agreement attached as Exhibit A to this Resolution.

Section 2. The City Council commends Chief Goodman for his service to the City and expresses its appreciated for his assistance during the transition to the next Chief.

PASSED AND APPROVED this 18th day of December, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

RETIREMENT AGREEMENT

THIS AGREEMENT is between Greg Goodman (the Employee), and the City of Washington, Iowa, a municipal corporation existing under the laws of the State of Iowa, with its principal office at 215 E. Washington Street, Washington, Iowa (the City).

1. Recitations

1.01 The Employee is employed by the City as Police Chief.

1.02 The City and the Employee have evaluated their respective needs, and the Employee has elected to retire from his position with the City under the terms contained herein.

1.03 The Employee intends and understands that this Agreement will accomplish a complete and permanent severance of all rights that stem from the Employee's employment with the City except the extended availability of group health insurance and other benefits as expressly provided for by this Agreement.

1.04 The Employee agrees to assist the City in any way practicable to ensure an orderly and smooth transition to his successor.

2. Agreements of the Employee

2.01 The Employee hereby agrees to and does hereby resign from the City effective May 31, 2019 (Separation Date).

2.02 The Employee agrees that the extended group health insurance benefit specified in Section 3.01 shall be the only payment or benefit stemming from employment with the City to which the Employee shall be entitled following resignation, except that the Employee shall receive any regular paycheck and pay for unused vacation leave to which the Employee might be entitled for employment up to and including the resignation date, in accordance with the City's normal personnel policies.

2.03 The Employee has carefully considered the resignation and the terms and conditions of the Agreement.

2.04 The Employee represents that he has read this Agreement; that he has sought or has had the opportunity to seek the advice of counsel prior to executing this Agreement, for counsel to fully explain each and every provision of this Agreement; that the Employee fully understands each and every provision of this Agreement; and that the Employee has voluntarily executed this Agreement.

2.05 The Employee agrees that in consideration of the City's agreements contained in this Agreement, The Employee does hereby irrevocably and unconditionally release,

acquit and forever discharge the City, its successors, divisions, affiliates, current and former mayors, city councilors, city administrator, officers, employees, agents, representatives, attorneys, and insurers, from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of actions, suits, grievances, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, which the Employee has against the City to the date of resignation in this Agreement arising directly or indirectly out of the Employee's employment with the City, including, but not limited to, rights arising out of alleged violations of any contract, express or implied, or any covenant of good faith and fair dealing, express or implied, or any tort, or any federal, state, or other government constitution, statute, regulation, or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, The Civil Rights Act of 1991, The Equal Pay Act, The Family Medical Leave Act, The Age Discrimination in Employment Act of 1967, as amended, The Older Workers' Benefit Protection Act and any and all claims of whatever nature relating to the Employee's employment that the Employee now has or heretofore had or claimed to have against the City. This release does not include any claims that cannot by law be released through this Agreement, but the parties intend that it be construed as broadly as lawfully possible. Nothing in this Agreement shall be construed to constitute a waiver of future claims or to prohibit the Employee from filing a charge with the Equal Employment Opportunity Commission or with any comparable state or local administrative agency. The Employee does, however, waive to the fullest extent permitted by law, any and all entitlement to any form of personal relief or award arising from any such charge the Employee may file in the future against the City related to the Employee's employment or separation from employment with the City.

2.06 The Employee agrees to release the City from all claims related to the Employee's employment between the signing of this Agreement and resignation effective May 31, 2019, by signing a supplemental release document at the time of resignation.

2.07 The Employee may bring a complaint or legal action against the City for the sole purpose of enforcing rights under this Agreement.

2.08 The Employee agrees that the City may deduct and withhold from payment(s) to be made to the Employee under this Agreement amounts required to be withheld by state and federal law for income taxes, social security, and other payroll taxes, IPERS, or health insurance premium co-payments as determined in good faith by the City.

2.09 The Employee agrees to be available for periodic consulting with the City from June 1, 2019 through September 30, 2019, with logistics to be mutually agreed upon at the time such consulting is requested by the City. Such consulting services shall be provided the City without any additional compensation except as provided under the terms of this agreement.

2.10 The Employee agrees to participate and fully assist in a smooth transition to the new Police Chief, both up to and following the separation date specified in this

agreement. Said agreement of the Employee includes orderly transfer of any and all relevant files and other City records as directed by the Employee's successor as Police Chief or to the City Administrator, as appropriate.

3. Benefits to the Employee

3.01 The Employee acknowledges that the City does not offer any severance or termination benefits, except payment for accrued vacation time and the Employee is not entitled to receive any severance or termination benefits except as expressly provided herein.

3.02 The City shall allow the Employee to elect to continue to participate in its group health insurance plan under the provisions of federal COBRA regulations through November 30, 2020, unless such coverage period is extended to 36 months (through May 31, 2022) due to the existence of a second qualifying event under such regulations. In the event the Employee elects to participate in the City's group health insurance (COBRA) plan, the Employee shall pay twenty-five percent (25%) of the cost of such premium through December 31, 2019 and one hundred percent (100%) thereafter. City shall reimburse self-insured health insurance deductibles in the same manner as other full-time employees through December 31, 2019.

3.03 The City shall terminate the Employee's continuation coverage before the maximum coverage period ends for any of the following reasons:

- A) The Employee fails to pay the COBRA premium on a timely basis.
- B) After electing continuation coverage, the Employee becomes covered under another employer's group health plan that does not limit or exclude coverage for a preexisting medical condition for that individual.
- C) The City stops providing coverage for full-time employees.
- D) For cause, such as submission of a fraudulent claim.

4. Agreements of Both Parties

4.01 Any unforeseen difficulties or questions concerning this Agreement will be resolved expeditiously and informally, if possible.

If notice to the City is required, it shall be given to:

City Administrator
City of Washington
215 E. Washington Street
Washington, Iowa 52353

4.02 This Agreement is the entire and only Agreement on this subject between the

Employee and the City and all prior letters, oral statements, and other communications are merged into and replaced by this Agreement.

4.03 This Agreement is between the City and the Employee only and not for the benefit of any other party, except the executor or other legal representative of the Employee may enforce this Agreement in the event of death or legal disability of the Employee.

4.04 This Agreement may be executed in several counterparts each of which and all together shall be but one Agreement.

4.05 The provisions of this Agreement are severable and, if any part is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

4.06 This Agreement shall be governed by, and constructed pursuant to, the laws of the State of Iowa, and any litigation arising out of this Agreement shall be heard in Washington County District Court.

IN WITNESS WHEREOF, the parties have entered this Agreement and executed their signatures intending each to be bound thereby, this 18th day of December, 2018.

By 
Greg Goodman, Employee

By _____
Jaron P. Rosien, Mayor

ATTEST: _____
Illa Earnest, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE WASHINGTON ZONING ORDINANCE
BY CHANGING THE BOUNDARIES OF ZONING DISTRICTS.**

BE IT ENACTED by the City Council of the City of Washington, Washington County, Iowa:

SECTION 1. Purpose: The purpose of this ordinance is to change the zoning of property from R-2 One and Two Family Residential District to I-1 Light Industrial District, as recommended by action of the City of Washington's Planning & Zoning Commission on November 13, 2018.

SECTION 2. Amendment: That the Zoning Districts and Zoning Map of the City of Washington, Iowa, be and the same are hereby amended to provide that the following real-estate as now laid out and established in the City of Washington, Washington County, Iowa and more particularly described as follows, to-wit:

Outlots numbered 10, 11, 12, 13 and 15, in Win Smouse's Highland Park Addition to the City of Washington. Also all of Outlot 14, except the South 127 feet thereof, in the Win Smouse's Highland Park Addition to the City of Washington.

Be and the same is hereby re-classified as I-1 Light Industrial District and that said real estate be subject to all provisions and regulations as affecting I-1 Light Industrial District real estate within the City of Washington, Iowa.

SECTION 3. Repealer: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2018.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ November 20, 2018
Approved on Second Reading: _____ December 04, 2018
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2018.

Illa Earnest, City Clerk

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

December 14, 2018

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Garbage Contract Discussion

I will have a more significant update memo out to you by the end of the day on Monday, but it appears our recommendation is going to be to proceed with bidding out garbage and recycling with fully automated collection, pending a little bit more research and examination.

The bidding out of this contract would be considered for approval at our January 15 meeting and the bids would be considered at the February 19 meeting, most likely.

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

December 14, 2018

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Capital Improvements Plan (CIP) Update for FY20-24

Attached is the recommended CIP. The only changes from last time were some updated cost figures provided by the Airport Commission. The Council should also be aware that not all of the Airport Commission-recommended projects are funded in the years they have requested. Airport improvements utilize the same funding streams as road projects, and there does not appear to be any way to make their Parallel Taxiway project (a \$2.3 million project with \$230,000 local match) work for FY23 as requested without deferring one or more road projects in the plan. Last year at this time, this project was projected to occur in FY28, which I do think is workable. Please also note that the runway end lights are requested for FY22 but funded in FY24.

The only other item to mention is that FOX is still reviewing the plan for increasing the water pressure to the south-central part of town, including the Middle School and Lincoln Elementary. These will likely be future years projects at this point anyway, with the exception of some improvements we have planned for Jefferson.

If you approve of the plan as presented, you are asked to set the public hearing on adoption of the plan for the January 2 meeting.

COPY

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

November 30, 2018

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson 
City Administrator

Re: Capital Improvements Plan (CIP) Update for FY20-24

The City Council last updated the CIP in January 2018. Attached is a proposed update to that plan, as we get ready for budget time. The total draft plan is around \$26 million, which is consistent with past plan updates. Around \$12 million of these projects are in various stages of already being in motion.

Here is a quick year-by-year summary of the changes proposed:

FY19/Carryover

- South 7th & Marion/Jefferson Water Main Tie-In: Added an in-house project to construct new water main from Washington to Madison on South 7th, plus tying together water mains at Marion and Jefferson that cross but do not intersect in order to improve water pressure along Jefferson. In-house project.

FY20

- South E Reconstruction: This has been moved back, since the South 15th project is slated to occur first. This project should be able to be underway in Fall 2019.
- East Main (12th to 15th) Water Main: This was planned as an in-house project, but we got very stacked up this year with the Fire Station water main, Wellness Park water main, and Country Club Road projects. We are now envisioning contracting this out.

- **Egg Sewer Evaluation:** We are envisioning getting started in earnest with this effort once the 2019 Southeast Basin project is under construction. We already have one Egg Basin project identified: The Water Plant block sewer separation (budgeted for FY20).
- **Lincoln Safe Routes to School:** In 2013, we did an extensive Safe Routes to School study, report, and grant application with the help of Washington County Public Health. Unfortunately, the grant program was later eliminated. This study identified various sidewalk improvements to be made. We have done some and are planning to take care of others along with anticipated paving projects, but I show us handling the remaining segments called for in the SRTS plan in this CIP update: along Monroe from Iowa to 4th in FY20 and along Van Buren from 6th to 9th in FY22.

FY21

- **South 12th/ East Adams Street Improvements:** We are now showing this as one large project to take care of all of the remaining southeast collector street network paving. This project now includes paving South 12th from Tyler to Adams and East Adams from 9th to 15th. It also includes sidewalk along Van Buren past Case Field and around Water Tower Park in addition to sidewalk along the length of the streets to be reconstructed. We also may want to consider adding a sidewalk segment on South 9th from Harrison to Tyler to complete the sidewalk network in that area.

FY22

- **Old WWTF Demo:** The removal of the old structures from the wastewater plant has been moved up a year because the timing and funding then works out better for the FY24 sewer I/I project.

FY23

- **Streetscape:** As I had previously shared with you, we can now support a \$3.5 million project in FY23. I will continue to work on the numbers and hope to push this a little higher so that the next phase of the streetscape can be the last. This will be a huge, highly involved project for us.

FY24 (Newly Added to Plan)

- **18/36 Approach Lighting:** I am still waiting for any updates in requests from the Airport Commission, but they had indicated in the last plan update that they wanted to do this project in FY24.
- **Egg Sewer I/I Project:** It is undetermined where this project will be within the Egg Sewer basin, but we are expecting this basin to be much more challenging than the Southeast Basin.

- **North 2nd Underpass Lift Station:** This is the stormwater lift station that is often overwhelmed during heavy rains, leading to the flooding of the underpass.

Future Years

Another new project listed in the "Future Years" of the plan is:

- **West Main Water Line Replacement/Mill & Overlay:** JJ has identified the water main along West Main from Avenue B to Avenue H as especially prone to breaks. This project, which could potentially take place in FY25, would include complete replacement of that line and then a mill and asphalt overlay over that entire length of street.

Projects Dropped from Scheduled to Future Years

- **South Avenue B Water Main:** This has been a line that has been prone to breaks in recent years. We were hoping to do this as an in-house project, but prospects are not looking good at this point in time. As a project that would be bid out, we have to move this back in the plan. We hope to get this moved back into the plan in future updates.
- **South 4th Water Main- Washington to Madison:** This was a new water main (there is no existing main along South 4th) designed to raise pressure to the Middle School and to Lincoln Elementary. However, we found out in our investigations with the Fire Station utilities project that we do not have existing water main on the south side of Washington to tie into as previously thought. FOX is currently examining to see whether their recommendations will change for this project. It is possible we may upsize the water main along Jefferson and create more tie-ins to improve water pressure at least to the Middle School.
- **West Sewer Basin Evaluation:** Assuming it may take 3-4 large projects to adequately address the Egg Basin, we have moved the evaluation of this basin out of the five-year plan for now.

I am hoping to have discussion at this meeting, and then we can complete the discussion and potentially set the hearing at the December 18 meeting. We could then hold the hearing at our first January meeting.



**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**
Attach additional sheets if necessary.

Airport name, LOCID, city, state Washington Municipal Airport (AWG)

Prepared by Bolton & Menk, Inc.

Sponsor's email archerapp1@gmail.com

Date prepared _____

Sponsor's signature _____

Sponsor's phone 319-461-0020

Printed name Kevin Erpelding

FY	Detailed project/scope description	Funding source	Total estimated cost
2020	Upgrade Fuel System (Iowa DOT)	Federal \$0 State \$150,000 Local \$50,000 Total \$200,000	
2022	Re-light Runway 18/36	Federal \$353,700 State \$ Local \$39,300 Total \$393,000	
2022	New PAPIs and REILs - Runway 18/36	Federal \$181,350 State \$ Local \$20,150 Total \$201,500	
2023	Parallel Taxiwy for Runway 18/36	Federal \$2,070,000 State \$ Local \$230,000 Total \$2,300,000	
2025	Update Airport Layout Plan	Federal \$270,000 State \$ Local \$30,000 Total \$300,000	

Proj #	Proj Type	Amount Budgeted	GO Debt	Revenue Debt	Water	Sewer	Road Use	TIF	Quarterly Riverboat	Special Assess	Grant	Other	Notes
Council Previously Approved/Discussed Projects													
FY19 Budgeted/Council Approved/Carryover													
104/105	Apron/New Large Hangar						\$2,235				\$103,000	\$229,765	Airport 002 match
108	Fire Station Construction	\$335,000							\$777,170		\$100,000	\$696,858	
109	South 15th Paving & Subdivision	\$3,379,216	\$106,000	\$1,699,188	\$75,000		\$125,000	\$120,000		\$30,000			
110	South 14th St. and S. 15th St. Storm Sewer	\$850,000	\$500,000										Incl w/S. 15th Subdiv.
112	Enlarge Pavement Apron- Phase 2	\$300,000					\$30,000				\$270,000		Phase 2
113	Wellness Park Phase I	\$2,574,862	\$1,111,892		\$60,000		\$64,899		\$681,285		\$496,786	\$160,000	Gift, WP310 match
116	III Project (SE Basin)/Egg Relocation	\$2,055,456	\$680,456		\$500,000						\$600,000	\$75,000	CDBG Project
119	Woodlawn Gates & Building	\$50,000									\$25,000	\$25,000	
136	East Washington Sidewalk	\$177,500			\$50,000		\$157,500			\$20,000			
	South 7th & Marion/Jefferson WM Tie-In	\$50,000			\$50,000								In-house
	FY19 Totals	\$9,722,034	\$2,596,348	\$1,699,188	\$135,000	\$500,000	\$379,634	\$120,000	\$1,458,455	\$50,000	\$1,594,786	\$1,186,623	
Fiscal 2020													
117	S. Avenue E Reconst (Siller to Lincoln)	\$803,200	\$500,000				\$125,000	\$138,200		\$40,000			
118	E. Main Watermain- 12th to 15th	\$200,000			\$200,000								
120	Egg Sewer Basin Evaluation	\$200,000				\$200,000							
122	City Hall/Police Construction	\$1,606,305									\$1,606,305		
123	New Fuel Farm	\$200,000									\$150,000	\$50,000	Airport 002 match
124	Sunset Park Main Pavilion Remodel	\$50,000											
125	III Project (Egg Basin)	\$1,100,000	\$1,000,000		\$100,000								Partner with N. 4th Proj
127	N 4th Street/Water/Sewer Rep- 5th to 7th	\$650,000	\$500,000		\$50,000	\$100,000	\$60,000			\$10,000			Partner with Egg Sewer
	Lincoln SRTS Phase I- Monroe	\$70,000					\$185,000	\$138,200	\$0	\$50,000	\$150,000	\$1,706,305	
	FY20 Totals	\$4,879,505	\$2,000,000	\$0	\$250,000	\$400,000	\$185,000	\$138,200	\$0	\$50,000	\$150,000	\$1,706,305	
Fiscal 2021													
107	W. Washington Watermain Replacement	\$487,108			\$487,108								
126	E. 3rd Watermain- 4th to 12th	\$75,000			\$75,000								Bore Line & Patch Brick
121/133	S. 12th to Adams, Adams 9th to 15th Pvg	\$1,848,400	\$1,400,000				\$291,400		\$475,000	\$157,000	\$2,242,489		In-House FY21-23
129	Biz Park Phase II/W. Buchanan	\$2,839,340						\$121,851	\$75,000				
130	North Park Restrooms	\$75,000											
137	Re-Light Runway 18/36	\$393,000					\$39,300				\$353,700		
	FY21 Totals	\$5,717,848	\$1,400,000	\$0	\$562,108	\$0	\$330,700	\$121,851	\$550,000	\$157,000	\$2,596,189	\$0	
Fiscal 2022													
132	Water Tower Park Play Structure	\$30,000							\$30,000				
139	Old WWTF Demo	\$200,000			\$200,000								
	Lincoln SRTS Phase II- Van Buren	\$70,000					\$60,000			\$10,000			
	FY22 Totals	\$300,000	\$0	\$0	\$0	\$200,000	\$60,000	\$0	\$30,000	\$10,000	\$0	\$0	
Fiscal 2023													
138	Downtown Streetscape Expansion	\$3,545,000	\$1,000,000		\$350,000		\$1,000,000	\$1,195,000					
140	N 2nd Underpass Engineering Evaluation	\$25,000					\$25,000						
	FY23 Totals	\$3,570,000	\$1,000,000	\$0	\$350,000	\$0	\$25,000	\$1,000,000	\$1,195,000	\$0	\$0	\$0	

Proj #	Proj Type	Amount Budgeted	GO Debt	Revenue Debt	Water	Sewer	Road Use	TIF	Quarterly Riverboat	Special Assess	Grant	Other	Notes
Fiscal 2024													
	18/36 Approach Lighting (PAP/REIL)	A \$201,500					\$20,150				\$181,350		Programmed for FY24
	Egg Sewer Basin I/ Project	S \$1,400,000	\$1,000,000			\$400,000							
	N. 2nd Underpass Lift Station Upgrade	S \$100,000				\$100,000							
	FY24 Totals	\$1,701,500	\$1,000,000	\$0	\$0	\$500,000	\$20,150	\$0	\$0	\$0	\$181,350	\$0	
	Programmed Totals	\$25,890,887	\$7,998,348	\$1,659,188	\$1,297,108	\$1,600,000	\$1,000,484	\$1,380,051	\$3,233,455	\$267,000	\$4,522,325	\$2,892,928	
Future Years or Unscheduled													
	Parallel Taxway for 18/36 & N End 13/31	A \$2,300,000											Request FY23/Not funded
	Airport Layout Plan Update	A \$300,000											Requested for FY25
	Sunset Park New Play Structure	P \$30,000											Start in FY25- Riverboat
	Wellness Park Phases 2-4	P \$3,475,265											FY25?
	S. 4th Mill & Overlay- Wash to Van Buren	R \$265,000											
	S. Ave B Mill & Overlay- Siller to Madison	R \$430,000											
	N. Marion Mill & Overlay- 5th to 8th	R \$200,000											
	N. Iowa Mill & Overlay- 5th to 11th	R \$260,000											
	W. Main Paving (Hwy 1 to S Ave H)	R/SS \$596,800											Ave B to H/ FY25?
	W. Main Water Repl/Mill & Overlay	R/W \$625,900											
	S. 6th Paving- Van Buren to Monroe +SRTS	R/SS \$436,000											
	S. 6th Paving- Mon to Mad + Mon 4th to 6th	R/SS \$377,250											
	N. 2nd Street Improv Phase 1- 5th to 11th	R/SS \$1,000,000											
111	S Ave B Watermain- Adams to Tyler	W \$250,000											Fed Aid after W. Buch?
	E 2nd Watermain Replacement	W \$227,250											w/South B Overlay
	Jefferson Watermain- D to C, B to Cul-de-Sac	W \$1,340,500											Main Possible In-House
	S. 2nd Watermain- Madison to Tyler	W \$317,250											Per Facility Plan
135	S. 4th Watermain- Wash to Madison	W \$302,500											Needs further study
	S. 4th Watermain- Madison to Van Buren	W \$436,200											
134	West Sewer Basin Evaluation	S \$200,000											Deferred to work on egg
	Parkside Estates Lift Station	S \$200,000											
	S. 2nd Sewer- Monroe to Jackson	S \$150,000											
	Future Years Total	\$13,719,915	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Project Types: R= Road S= Sewer B= Building P= Parks
 W= Water SS= Storm Sewer A= Airport
 Project Cost Key: Blank- no cost estimate
 FOX- engineer preparing cost estimates