



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, OCTOBER 15, 2019

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, October 15, 2019 to be approved as proposed or amended.

**Consent:**

1. Council Minutes October 1, 2019
2. IMWCA, Work Comp Prem Installment #4, \$6,669.00
3. PAWS & More Animal Shelter, Animal Services July-Sept. 2019, \$6,045.25
4. Main Street Washington, Annual Pledge, \$20,000.00
5. A.S. Concrete Specialties, Trip Hazard Sidewalk Program (Zone 1), \$8,675.36
6. Panda Palace, 100 W. Main Street, Special Class C Liquor License, (BW) (Beer/Wine), Sunday Sales, **(renewal)**
7. Department Reports

**Consent – Other:**

1. Bushong Construction, Fire Station Project, \$187,114.38
2. Bushong Construction, City Hall/Police Project, \$17,167.45
3. DeLong Construction, S. 15<sup>th</sup> Ave. Pavement Reconstruction & Subdivision Project, Paving, Water Main, Sanitary Sewer and Storm Sewer, Pay App #5, \$108,499.91
4. DeLong Construction, E. Washington Street Sidewalk Project, \$8,594.78

**Claims & Financial Reports:**

Claims for October 15, 2019  
Financial Reports for September, 2019

**SPECIAL PRESENTATION**

Corn Country Cruisers Request for 2020 & 2021

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

## **UNFINISHED BUSINESS**

- Discussion and Consideration of a Resolution Adopting Information Technology Disaster Recovery Plan. **(Tabled 04/16/2019)**
- Discussion and Consideration of the First Reading of Alliant Energy Agreement for Gas Franchise. **(Tabled 09/17/2019)** Remains tabled.
- Discussion and Consideration of the First Reading of Alliant Energy Agreement for Electric Franchise. **(Tabled 09/17/2019)** Remains tabled.
- Discussion and Consideration of a Resolution Accepting Water Treatment Plant Improvements Project as Completed. **(Tabled 09/17/2019)**

## **PUBLIC HEARING**

- Update the Progress on 2018 CDBG Sanitary Sewer Improvements Project.
- Intent to Vacate and Dispose of Portion of an Alley (211 E. 15<sup>th</sup> St.)

## **NEW BUSINESS**

1. Discussion and Consideration of First Reading of an Ordinance Vacating a Portion of Alley ROW (211 E/ 15<sup>th</sup> Street)
2. Discussion and Consideration of a Resolution Adopting a Security Information Policy and Appointing an Emergency Planning Team.
3. Discussion and Consideration of Police Taser Purchase Plan.
4. Discussion and Consideration of Library Custodial Services Agreement.
5. Discussion and Consideration of Asphalt Patching Quotes.
6. Discussion and Consideration of an Agreement Regarding 112 N. Marion Avenue (Easement for Existing Sanitary Sewer on the Property)
7. Discussion and Consideration of Housing Rehab Program Local Match Payment to ECI Housing Trust Fund.
8. Discussion and Consideration of Housing Rehab Program Final Payment for 632 West Madison Street.
9. Discussion and Consideration of Change Order #1 for East Washington Street Sidewalk Project.
10. Discussion and Consideration of a Resolution Approving Pay Application #3 and Accepting East Washington Sidewalk Project as Completed.
11. Discussion and Consideration of a Resolution Setting a Public Hearing for 2019 Compilation of Code of Ordinances Supplement.
12. Discussion and Consideration of a Proposal for Goal-Setting Facilitation Services from

Midwest Municipal Consulting, LLC.

13. Discussion and Consideration of First Reading of an Ordinance Amending Chapter 40 of the Code of Ordinances – Public Peace (Add Disorderly House Provision)

**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 10-01-2019

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, October 1, 2019 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Stigers, Youngquist. Absent: Pettit-Majewski.

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, October 1, 2019 be approved as proposed. Motion carried.

### Consent:

1. Council Minutes September 17, 2019
2. Farnsworth Group, City Hall/Police Building, \$1,553.46
3. Farnsworth Group, Fire Station Building, \$5,861.07
4. Bolton & Menk, Airport Taxilane for Fuel Facility Project, \$3,710.00
5. Municipal Pipe Tool Company, SE Basin I & I Reduction Phase I, \$168,597.95
6. Fox Engineering, South Elevated Water Storage Tank Improvements, \$182.50
7. Fox Engineering, Wastewater Treatment Plant, \$2,100.50
8. Fox Engineering, Water Treatment Plant Improvements, \$6,498.50
9. Fox Engineering, N. 4<sup>th</sup> Avenue Street and Utility Improvements, \$7,781.75
10. Fox Engineering, SE Basin I & I Reduction Project, \$18,472.29
11. Fox Engineering, City Hall Interceptor Reroute, \$45.75
12. Garden & Associates, Concept Plan & Study – Business Park, Phase II, \$870.00
13. Garden & Associates, S. 15<sup>th</sup> Paving, Storm Sewer, Sanitary Sewer, Water Main, \$1,909.03
14. Department Reports

Motion by Stigers, seconded by Gault, that consent items 1-14 be approved. Motion carried.

Motion by DeLong, seconded by Youngquist, to approve payment of the claims as presented. Motion carried.

### Special Presentations:

Domestic Violence Coalition members Kristy Fortmann Doser and Xiomara Levsen came before council to speak about the Coalition and their activities. Mayor Rosien read a proclamation proclaiming October, 2019 As Domestic Violence Awareness Month in the City of Washington, Iowa.

Motion by DeLong, seconded by Youngquist, to approve Hospice of Washington County 20<sup>th</sup> Annual 5K Memorial Walk/Run rescheduled for 2:00 PM, Sunday, October 13, 2019 Motion carried.

### Presentations from the Public:

Sally Hart, member of WASP (Washington Area Soccer Program), came before council to invite the council members to come out on October 12 from 9 AM to 2 PM to see the large number of teams and parents who are involved in use of the soccer fields, She thanked the council for their support of the soccer program.

Discussion and Consideration of a Resolution Adopting Information Technology Disaster Recovery Plan. (Tabled 04/16/2019). Remains tabled.

Bids received for Fall 2019 Land Application of Treated Bio-Solids:

Iowa Grow, Inc.            2.85 cents per gallon

Motion by DeLong, seconded by Stigers, to approve the bid of 2.85 cents per gallon from Iowa Grow, Inc. for the Fall 2019 Land Application of Treated Bio-Solids. Motion carried.

Motion by Moore, seconded by Youngquist, to approve Setting a Public Hearing for October 15, 2019, Regarding Intent to Vacate and Dispose of a Portion of an Alley ROW (211 East 15<sup>th</sup> Street). Motion carried.

Motion by Stigers, seconded by Youngquist, to approve Setting a Public Hearing for October 15, 2019, to Upgrade the Progress on the SE Basin I & I Reduction Project. Motion carried.

Discussion and Consideration of the First Reading of Alliant Energy Agreement for Gas Franchise. **(Tabled 09/17/2019)** Remains tabled.

Discussion and Consideration of the First Reading of Alliant Energy Agreement for Electric Franchise. **(Tabled 09/17/2019)** Remains tabled.

Discussion and Consideration of a Resolution Accepting Water Treatment Plant Improvements Project as Completed. **(Tabled 09/17/2019)** Remains tabled.

Motion by DeLong, seconded by Youngquist, to approve a Resolution Supporting Grant Application to Washington County Riverboat Foundation for Washington Wellness Park. Roll call on motion: Ayes: DeLong, Moore, Stigers, Youngquist. Nays: Gault. Motion carried. **(Resolution No. 2019-100)**

Motion by Youngquist, seconded by Stigers, to approve a Resolution Supporting Grant Application to Washington County Riverboat Foundation for Washington Free Public Library. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-101)**

Motion by Youngquist, seconded by DeLong, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-102)**

The Council went into a workshop at this time.

Discussion included changes in handling of nuisance housing; "No Parking" signage on the Square and W. Tyler Street; snow removal procedure changes for the Square; and review of the DOT study of the intersection of E. Washington Street and S. 12<sup>th</sup> Avenue. No formal action was taken in the workshop.

Motion by Moore, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, October 1, 2019, is adjourned. Motion carried.

Illa Earnest, City Clerk

**IMWCA**

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

**INVOICE** INV74568

DATE

10/1/2019

PAGE:

1

Washington, City of  
215 E Washington

Mbr No: 0706  
Member Name: Washington, City of

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	INSTALL4	Installment 4 - Work Comp Prem 19-20			6,669.00	\$6,669.00

This invoice is due by November 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 or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	\$6,669.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$6,669.00

*Thank You*

**PAWS & More Animal Shelter**

1004 1/2 West Madison Street  
Washington, IA 52353

**Invoice**

Date	10/2/2019
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Invoice #	67
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Bill To  
City of Washington  
PO Box 516  
Washington, IA 52353

Terms	DUE UPON RE...
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Description	Quantity	Rate	Amount
Animal Services-July-Sept 2019		6,045.25	6,045.25
<b>Total</b>			<b>\$6,045.25</b>



**205 W Main St  
Washington, IA 52353**

# Invoice

**Invoice #: 2059  
Invoice Date: 7/1/2019**

**Bill To:**

City of Washington  
215 E Washington St  
PO Box 516  
Washington, IA 52353

Description	Rate	Qty	Amount
Main Street Washington Annual Pledge	20,000.00		20,000.00
<p>For tax deduction purposes, make checks payable to Main Street Washington Inc. Thank you!</p>			

Thank you for your support!

<b>Total</b>	<b>\$20,000.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$20,000.00</b>

Phone #

319-653-3918

Fax:

888-833-3529

E-Mail

mainstreet@washingtioniowa.org

Web Site

www.mainstreetwashington.org





kingsoft  
insert your company  
logo here.

**A.S. CONCRETE SPECIALTIES LLC**

3355 130TH ST BURLINGTON IA 52510

319-561-1115

**Invoice**

Name: City of Washington  
Address: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone: \_\_\_\_\_

Date: October 11 2019  
Invoice No.: \_\_\_\_\_

S. No.	Description	Qty	Unit Price (\$)	Amount
	4" S.d: walk from brookline	1,392 sqft	6.00	8,292.00
	6" sidewalk remove & replace	64 sqft	5.99	383.36

Subtotal  
V.A.T  
Other Taxes  
Grand Total \$8,675.36

**Applicant License Application ( BW0096040 )**

<b>Name of Applicant:</b>	<u>Panda Palace LLC</u>				
<b>Name of Business (DBA):</b>	<u>Panda Palace Chinese Restaurant</u>				
<b>Address of Premises:</b>	<u>100 W Main St</u>				
<b>City</b>	<u>Washington</u>	<b>County:</b>	<u>Washington</u>	<b>Zip:</b>	<u>52353</u>
<b>Business</b>	<u>(319) 653-6888</u>				
<b>Mailing</b>	<u>100 W Main St</u>				
<b>City</b>	<u>washington</u>	<b>State</b>	<u>IA</u>	<b>Zip:</b>	<u>52353</u>

**Contact Person**

<b>Name</b>	<u>(IVAN)Hua Mei</u>		
<b>Phone:</b>	<u>(626) 905-7280</u>	<b>Email</b>	<u>shuaige19@yahoo.com</u>

**Classification** Special Class C Liquor License (BW) (Beer/Wine)

**Term:**12 months

**Effective Date:** 11/15/2019

**Expiration Date:** 11/14/2020

**Privileges:**

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Limited Liability Company</u>		
<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**Hua Mei**

**First Name:** Hua

**Last Name:** Mei

**City:** washington

**State:** Iowa

**Zip:** 52353

**Position:** owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>West Bend Mutual Insurance Company</u>		
<b>Policy Effective Date:</b>	<u>11/15/2019</u>	<b>Policy Expiration</b>	<u>11/15/2020</u>
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>		<b>Temp Transfer Expiration Date:</b>	

Washington Volunteer Fire Department  
October 9, 2019

August Fires

5 City fires	1300.00
2 rural fires	400.00
0 Drill	.00
7 fires	1700.00

Operation EDITH was held before the meeting. 790 lights was counted. this is up from last year.

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved

Treasure report was read.

Scot Bartholomew made a motion to pay all bills against the department seconded by Randy Tisor .  
passed.

All members need to log in to Fire Service Bureau to update information.

Committees: Social; snacks after meeting

Fire Prevention; Thank you for all the help it makes it better.

Dance; next years dance will be at Lebowskis.

Old Business: Kirkwood Fire School ; Kelly and Nic Williams took Flash over- simulator. it was very good class all fireman should take it. Phil Morris took Single Company Attack- it talked about attacking a fire with a few people.

County meeting was in Kalona with program on responding to plane crash.

Next County meeting will be in Riverside.

Our shed is moved but it needs the siding finished and a new roof and electric hooked up before winter. Chief got an estimate of 11560.00. checking on more.

Station update; Walk around with contractor will be this Friday. 95% done The retaining wall on the south is almost complete.

Communications; Thank you from Bill Dusenbury for plant at his mothers services. Thank you from Marianne Hanshaw for putting up the Flag on 9-11.

New Business;

Trench training on Oct. 16 was very good.

Monday 10-14 we will tour the Bio diesel plant at 5pm.

November 7 Washington will be the test site for testing from Fire Training Service. get your name in.

New station open house Nov, 17, 1 to 4pm

There are still a few that need training hours

Pipeline meeting in Wapello Oct. 29.

When we mutual aid with Ainsworth Fire switch to Fire south on radios.

Aerial should respond to any grain incident.

Old power washer is for sale \$2500.00

Discussion of calls;

Roll call taken meeting adjourned.

Secretary  
Tom Beauchamp



**Washington Police Department  
215 E. Washington  
Washington, IA 52353**



Chief of Police Jim Lester  
Lieutenant Lyle Hansen  
Lieutenant Ron See

Phone: 319-653-2256  
Tip: 800-847-7492  
Fax: 319-653-2317

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***Department Activity Report  
September 2019***

Included is the September 2019 activity report for the Washington Police Department.

September activity included a threat to the high school. A person of interest was identified early on in the investigation and we provided an extra presence throughout their Homecoming activities.

**Officer Training / Presentations:**

Administrative Assistant Hill completed an ILEA course for proctoring MMPI and POST testing.

SWAT Team completed entry and room clearing training.

Officer Chalupa completed Rifle Instructor certification at the Iowa Law Enforcement Academy.

Officer B. Altenhofen completed a Field Training Officer certification course.

Officer Lavelly completed a Glock Armorers course.

Officer S. Altenhofen completed a two week narcotics investigation course.

Lt. See and Chief Lester attended an ICAP presentation on Brady Rule implications.

Lt. See attended the Iowa Law Enforcement Intelligence Network conference.

Chief Lester attended the Iowa Police Chief's Association Law Enforcement Leadership Series conference in Ames.

Respectfully submitted,

A blue ink signature of Jim Lester.

Jim Lester  
Chief of Police

Washington Police Department  
Activity & Offense Summary  
For the Month of September 2019

Activity	Current Month	Year-To-Date
Citations / Warnings	35	552
Traffic Stops	50	419
Traffic Accidents	15	134
Parking Tickets	6	94
Vehicle Unlocks	31	275
Arrest Warrants Served	9	69
Search Warrants Served	1	18
Calls for Service	358	2863
Animal Calls	29	222
Mental Health Responses / Suicidal Subjects	8	42
Arrests	18	286

Offense Summary

Offenses	Current Month	Year-To-Date
Assaults	9	30
Domestic Assault	1	13
Harassment	1	3
No Contact Order Violation	0	7
Burglary	2	10
Burglary to a Motor Vehicle	0	7
Curfew Violations	1	8
Disorderly Conduct	2	13
Driving While Intoxicated (OWI)	0	11
Drunkenness (Public Intoxication)	1	9
Drug Offenses	2	42
Drug Paraphernalia	1	23
Sexual Abuse	1	10
Theft (includes Shoplifting)	5	68
Trespass	2	13
Pornography / Obscene Material	0	2
Weapons Laws Violations	0	2

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

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

9-21-19/10-4-19

**STREETS:** Personnel repaired a few No Parking (1) and street ID (2) signs that were damaged. Personnel finished loading out the mulch pile at the WWTP, 16 total semi loads. Crews trimmed a few trees in areas where visibility on road signage was an issue. Personnel sawed for removal of street for the water main project on South Ave B and over 15 patches of street repair for replacement, in which where 4 were on 92 west (asphalt). Personnel placed dirt and seed in the stump holes from the latest tree removal bid.

**WATER DISTRIBUTION:** Personnel repaired two water main breaks on West 14th St between Marion and Iowa, which were 6 inch CIP and used 16 ft of 6 inch PVC. Personnel also repaired a water main break located at South Ave C-West Monroe, marking the 34th water main leak of 2019, used an 18 ft piece of 6 inch PVC and a 1 inch service was reconnected. Personnel started to install an 8 inch PVC water main on South Ave B from West Tyler St to West Van Buren St, a 4 inch gate valve was installed at South Ave B-West Van Buren to control pressure for the project. Personnel had 13 water shut offs for nonpayment.

**SEWER COLLECTION:** Personnel rolled the compost piles at the WWTP. Personnel flushed 500 gallons of water in a sanitary manhole that was a possible issue with a residence.

**STORM SEWER COLLECTION:** Personnel repaired a few storm lines that were damaged during the South Ave B-West Van Buren installation of the 4 inch gate valve.

**MECHANIC/SHOP:** Personnel serviced PD 905 (replaced purge valve solenoid), Case backhoe (replace left outrigger cylinder and hydraulic leak),

**WWTP report  
October 15, 2019  
Council meeting**

- **After hour alarm and dog call outs –**
  - 30<sup>th</sup> dog call, Safety Center reported a dog to be picked up in 700 Blk South 8<sup>th</sup>, 4:00 a.m. Jason
  - 3<sup>rd</sup> WWTP, high TSS alarm, 7:10 p.m. Jason
  - 5<sup>th</sup> dog call, Safety Center reported a dog to be picked up at 815 S Iowa, 9:04 p.m. Parker
  - 10<sup>th</sup> dog call, Safety Center reported 2 dogs to be picked up at 720 N Iowa, 6:12 p.m. Parker
- **Dept Head meetings –** I attended the meeting on October 1<sup>st</sup>. Jason attended the October 8<sup>th</sup> meeting in my absent.
- **Mowing and trimming –** Continues at the WWTP and lift stations.
- **Grit pump and tank –** Jason and Parker got the grit pump serviced (greased and oil changed). They also replaced a wear plate inside the grit pump. During this time they also vacced out the grit tank since there was a buildup of inorganic debris (sand, rock, etc.) in the tank. THANKS to Tim K of M/C for assisting with M/C's vac trailer to remove the debris.
- **WWTP and Yard Waste Center (YWC) –** We will be open on Saturday mornings from 7:00 a.m. to 10:00 a.m. starting October 19 through November 23. This will allow Washington residents to haul their tree trimmings and yard waste to the YWC. The WWTP and YWC will also be the central site for fall cleanup on October 26, 2019.
- **WWTP September 2019 Discharge Monitoring Report (DMR) –** Average daily flow **1.229 million gallons (mg)**, maximum daily flow **3.477 mg**, minimum daily flow **0.658 mg**. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for September 2019 = **6.17"** (recorded at the WWTP).  
  

<b>CBOD5 removal 85% required</b>	<b>result = 94.9 %</b>
Influent CBOD5 monthly average =	<b>104.7 mg/L</b>
Effluent CBOD5 monthly average =	<b>5.3 mg/L</b>
<b>TSS removal 85% required</b>	<b>result = 97.6 %</b>
Influent TSS monthly average =	<b>163.6 mg/L</b>
Effluent TSS monthly average =	<b>4.0 mg/L</b>
- **Dog pound report for September 2019 –** **Fourteen (14)** calls total for September 2019. **Seven (7)** call outs during normal hours and **seven (7)** call outs after hours. **Twelve (12)** dogs returned to their owners, **two (2)** dogs the owners showed up on Parker's arrival, and **four (4)** dogs taken to Paws & More.
- **WWTP tour –** Jason gave a tour to the new State IDNR director, Field Office #6 staff, and Brent on October 9, 2019. This same group toured the WTP, too.

**Fred E Doggett  
10/11/2019 7:54 AM**

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



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

*Park Board Members:  
Keely Brower  
Charles Halvorson  
Gabriela Canchola  
Genie Davis  
Trent Stout  
Shawn Loy*

*Parks Superintendent:  
Nick Pacha*

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## August/Sept. City Council Update – Parks Department

- Jason Peterson started full time on July 15
- Mowing, trimming, spraying of all park properties
- Outdoor pool is drained and winterized. We are working on several small repair projects and winterization of bath house. Replacing and repairing 3 pulleys & motors exhaust fans at bathhouse. Removed old water heater at bathhouse, repairing mushroom pump at pool, replacing valves in mechanical room at pool, painting and crack sealing of pool deck.
- Watering of 50+ trees in sunset park, north park, east water tower park
- New Disc golf tee off pad installation at Sunset park
- Met with YMCA staff at ball fields and outdoor pool to go over summer ball and pool numbers and maintenance and needs for both facilities.
- Removed old, damaged play set and sand at sunset park and brought in dirt and reseeded grass.
- Removed old damaged play structure at North park and remodeled another play structure to update safety and looks.
- Fountain shutdown 2 weeks early due to filter screen being knocked over by folks in the fountain and debris getting into piping. Something we will have to repair before spring.
- Coordinating of repair of both spare trucks for parks dept and parks skid loader repair
- Repaired Redlinger baseball field lights
- Repaired electric service at 2 pavilion in sunset park and two lights at dog park.
- Fertilizing and over seeding of soccer fields



- Cleaned up and seeded area near Kewash trail and KC hall and Hwy 1 intersection.
- Kewash trail asphalt repairs.
- Assisted with setup and cleanup of car shows, craft fair, farmers market.
- Attended weekly Department head meetings.
- Met with Pickle ball group several times trying to figure the best place to develop some outdoor pickle ball courts.
- Organized and attended several Wellness Park planning meetings
- Park board meetings

\*Please note, this is a summary of work completed this month and does not include everything completed by the Department.

## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for Septmeber 2019**

**By Nicholas Duvall**

This month we mowed Elm Grove and Woodlawn both three times. We trimmed both cemeteries once. I sprayed for weeds around the buildings and trees, and along the cracks in the roads. We trimmed some trees at Woodlawn along the East fence, and are looking into possible fence repairs/replacement in the nearby future. We have been watering the newly planted trees at Woodlawn and Elm Grove weekly, along with the other trees that were planted in May & June. We seeded graves and low areas that we hauled dirt to, along with doing some seeding in Sunset Park where the old playground equipment was removed. We also started the fall herbicide applications to the grass, to help control dandelions, crabgrass, and weeds.

We have had 5 funerals at Elm Grove this month, 58 for the year so far. In October, we plan to continue with funeral services, mulching trees, continue mowing and trimming, finish seeding graves before winter, trim trees, and finish fall herbicide applications. We will also be working on cemetery records updating as time allows. Thank you.

**TO OWNER:**  
 City of Washington  
 215 E Washington Street  
 Washington, IA 52353

**PROJECT:**  
 Washington Fire Station  
 Washington, IA

**FROM CONTRACTOR:**  
 Bushong Construction Company  
 704 E Wood Street  
 Montezuma, IA 50171

**VIA ARCHITECT:**  
 Design Alliance  
 14225 University Avenue, Suite 110  
 Waukee, IA 50263

**APPLICATION NO:** 13  
**PERIOD TO:** 9/30/2019  
**PROJECT NOS:**  
**CONTRACT DATE:** 8/22/2018

**Distribution to:**  
 OWNER  
 CONTRACTOR  
 A/R  
 FILE

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
 Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 2,474,900.00
2. Net change by Change Orders .....	\$45,167.37
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 2,520,067.37
4. TOTAL COMPLETED & STORED TO DATE .....	\$2,286,834.17
(Column G on G703)	
5. RETAINAGE:	
a. 5 % of Completed Work .....	114,341.71
(Column D + E on G703)	
b. 5 % of Stored Material .....	\$ -
(Column F on G703)	
Total Retainage (Lines 5a + 5b or	

6. TOTAL EARNED LESS RETAI .....	\$ 114,341.71
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate) .....	\$ 1,985,378.08
8. CURRENT PAYMENT DUE .....	\$ 187,114.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$ 347,574.91
(Line 3 less Line 6)	

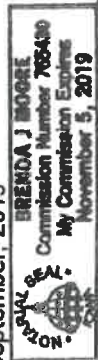
OWNER CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$45,167.37	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$45,167.37</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$45,167.37</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR: BUSHONG CONSTRUCTION COMPANY, INC.**

By: John Bushong Date: 09/30/19

State of: Iowa County of: Poweshiek  
 Subscribed and sworn to before me this 30th day of September, 2019  
 Notary Public: Brenda J. Moore  
 My Commission expires: 11/03/19



**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the payment of the Work is in accordance with the Contract Documents, and the Contractor is entitled to

AMOUNT CERTIFIED ..... \$ 187,114.38

(Attach explanation if amount certified differs from the amount applied. Initial all figures on t Application and on the Continuation Sheet that are changed to conform to the amount certifi

By: [Signature] Date: 10/08/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

**TO OWNER:**  
 City of Washington  
 215 E Washington Street  
 Washington, IA 52353

**PROJECT:**  
 Washington City Hall & Police Station  
 Washington, IA

**FROM CONTRACTOR:**  
 Bushong Construction Company  
 704 E Wood Street  
 Montezuma, IA 50171

**VIA ARCHITECT:**  
 Farnsworth Group  
 14225 University Avenue, Suite 110  
 Waukee, IA 50263

**APPLICATION NO:** 1  
**PERIOD TO:** 9/30/2019  
**PROJECT NOS:**  
**CONTRACT DATE:** 7/23/2019

**Distribution to:**  
 OWNER  
 CONTRACTOR  
 A/R  
 FILE

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 1,909,000.00
2. Net change by Change Orders ..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 1,909,000.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$18,071.00  
 (Column G on G703)
5. RETAINAGE:
  - a. 5 % of Completed Work 903.55  
 (Column D + E on G703) \$ -
  - b. 5 % of Stored Material  
 (Column F on G703) Total Retainage (Lines 5a + 5b or  
 Total in Column I of G703) ..... \$ 903.55
6. TOTAL EARNED LESS RETAI. .... \$ 17,167.45  
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ -
8. CURRENT PAYMENT DUE ..... \$ 17,167.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,891,832.55  
 (Line 3 less Line 6)

OWNER CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$0.00</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** BUSHONG CONSTRUCTION COMPANY, INC.

By: John Bushong Date: 10/1/19

State of: Iowa County of: Poweshiek  
 Subscribed and sworn to before me this 10th day of 2019  
 Notary Public: Brenda J. Moore  
 My Commission expires: 11/05/2022



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 17,167.45

(Attach explanation if amount certified differs from the amount applied. Initial all figures on t Application and on the Continuation Sheet that are changed to conform to the amount certified ARCHITECT: [Signature] Date: 10/08/19

By: [Signature] Date: 10/08/19  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION FOR PAYMENT NO. 5

To: City of Washington (JURISDICTION)

From: DeLong Construction, Inc. (CONTRACTOR)

Contract: South 15th Pavement Reconstruction & Subdivision

Project: Paving, Water Main, Sanitary Sewer & Storm Sewer

JURISDICTION's Contract No.: \_\_\_\_\_ ENGINEER's Project No.: 5016276

For Work Accomplished Through the Date of: September 25, 2019

1. Original Contract Price:	\$ 719,238.36
2. Net Change by Change Orders and Written Amendments (+ or -):	\$ 30,310.00
3. Current Contract Price (1 plus 2):	\$ 749,548.36
4. Total Completed and Stored to Date:	\$ 458,188.43
5. Retainage (Per Agreement):	
5% of Completed Work:	\$ 22,909.42
5% of Stored Material:	
Total Retainage:	\$ 22,909.42
6. Total Completed and Stored to Date Less Retainage (4 minus 5):	\$ 435,279.01
7. Less Previous Application for Payments:	\$ 326,779.10
8. DUE THIS APPLICATION (6 MINUS 7)	\$ 108,499.91

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from JURISDICTION on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to JURISDICTION at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 9-27-19 DeLong Construction, Inc.  
(CONTRACTOR)  
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9-27-2019 Garden & Assocaites, LTD  
(ENGINEER)  
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: \_\_\_\_\_ City of Washington  
(JURISDICTION)

APPLICATION FOR PAYMENT NO. 3 (Final)

To: City of Washington (JURISDICTION)  
From: DeLong Construction, Inc. (CONTRACTOR)  
Contract: East Washington Street  
Project: Sidewalk Extension  
JURISDICTION's Contract No.: \_\_\_\_\_ ENGINEER's Project No.: 5018070  
For Work Accomplished Through the Date of: September 25, 2019

1. Original Contract Price:	\$ 125,300.00
2. Net Change by Change Orders and Written Amendments (+ or -):	\$ 16,395.03
3. Current Contract Price (1 plus 2):	\$ 141,695.03
4. Total Completed and Stored to Date:	\$ 141,695.03
5. Retainage (Per Agreement):	
5% of Completed Work: _____	
5% of Stored Material: _____	
Total Retainage:	\$ -
6. Total Completed and Stored to Date Less Retainage (4 minus 5):	\$ 141,695.03
7. Less Previous Application for Payments:	\$ 133,100.25
8. DUE THIS APPLICATION (6 MINUS 7)	\$ 8,594.78

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from JURISDICTION on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to JURISDICTION at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 9-26-19  
By: DeLong Construction, Inc. (CONTRACTOR)  
*[Signature]*

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9-26-2019  
By: Garden & Associates, LTD (ENGINEER)  
*[Signature]*

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: \_\_\_\_\_  
By: City of Washington (JURISDICTION)

**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
OCTOBER 15, 2019**

**POLICE**

ARNOLD MOTOR SUPPLY	PARTS	87.56
ACE-N-MORE	KEYS	8.97
ALTENHOFEN, BEN	AMMO REIMBURSEMENT	21.95
BDH TECHNOLOGY	SERVER INSTALLATION & MONTHLY TECH	1477.00
CINTAS CORP LOC. 342	RUG SERVICE	38.08
COBB OIL CO, INC.	FUEL	1603.71
CUSTOM IMPRESSIONS INC	POLO SHIRTS	64.80
GALLS LLC	SHIRT/SUPPLIES/SOFT BODY ARMOR/LIGHT	1400.69
GREINER DISCOUNT TIRES	TIRE REPAIR	20.00
HANSEN, LYLE	CAR WASH REIMBURSEMENT	10.00
KCTC	PHONE & INTERNET	361.88
KIWANIS AMer's	DUES	42.50
MARCO, INC.	COPIER AGREEMENT	327.91
MOORE'S BP AMOCO INC	TOWING & STORAGE	215.00
ON TARGET SOLUTIONS GROUP, INC.	TRAINING	150.00
QUILL	OFFICE SUPPLIES	96.05
SIRCHIE	SUPPLIES	152.00
SLEEP INN & SUITES	LODGING-JASON CHALUPA	291.20
UPS	SHIPPING CHARGES	9.90
UP-TOWN AUTO WASH	REFILL CAR WASH CARD	100.00
VERIZON WIRELESS	WIRELESS SERVICE	943.47
	<b>TOTAL</b>	<b>7422.67</b>

**FIRE**

AMERICAN TEST CENTER, INC	FIRE TRUCK TESTING	1541.00
ARNOLD MOTOR SUPPLY	PARTS	38.03
BUSINESS RADIO SALES INC	PAGERS	809.84
COBB OIL CO, INC.	FUEL	56.24
FELD FIRE	BUNKER GEAR/LABELS	1037.50
FIRE SERVICE TRAINING BUREAU	TRAINING	300.00
KCTC	PHONE & INTERNET	173.52
VERIZON WIRELESS	WIRELESS SERVICE	170.05
	<b>TOTAL</b>	<b>4126.18</b>

**DEVELOPMENT SERV**

ACE-N-MORE	TAHOE EQUIP	70.97
AMAZON CAPITAL SERVICES	LADDER SYSTEM/TONER	2019.98
BRUNS, DAVID	ELECTRICAL INSPECTIONS	412.50
COBB OIL CO, INC.	FUEL	93.40
HUISENGA, WILLIAM	GRASS ABATEMENT 722 S 3RD/914 E 3RD	720.00
VERIZON WIRELESS	WIRELESS SERVICE	159.42
	<b>TOTAL</b>	<b>3476.27</b>

**LIBRARY**

ACE-N-MORE	BLDG MAINTENANCE	65.33
ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
ALLIANT ENERGY	ALLIANT ENERGY	1297.62
BAKER & TAYLOR	LIBRARY MATERIALS	1388.48
CINTAS CORP LOC. 342	RUG SERVICE	64.98
CONWAY, EDWARD	BUILDING MAINTENANCE & REP	250.00
DIVISION OF LABOR/ELEVATOR SAFETY	ELEVATOR PERMIT & INSPECTI	225.00
FAREWAY STORES	JANITORIAL SUPPLIES	10.98
FISHER, JASON	BUILDING REPAIRS/MAINTENAN	52.50
HARRIS, JENISA	MILEAGE REIMBURSEMENT	47.79
IOWA RADIO PLUS	BACK TO SCHOOL ADVERTISING	8.00
KCII	BACK TO SDHOOOL ADVERTISING	75.80
KCTC	TELEPHONE & INTERNET	430.54
MARIE ELECTRIC INC.	BLDG MAINT & REPAIR	244.89
MCCURDY, GARY	PROGRAMMING	40.00

PAARSMITH, ALLISON	MILEAGE REIMBURSEMENT	298.12
RECORDED BOOKS LLC	LIBRARY MATERIALS	121.47
WALKER, BRYNA	MILEAGE REIMBURSEMENT	293.48
	<b>TOTAL</b>	<b>4958.98</b>

**PARKS**

ACE ELECTRIC. INC	TENNIS CT & BALLFIELD LIGHT/REPAIR	3093.07
ACE-N-MORE	PAINT/REPAIR SUPPLIES	141.19
ALLIANT ENERGY	ALLIANT ENERGY	252.23
AMAZON CAPITAL SERVICES	REPAIR/ANSWERING MACHINE	36.34
ARNOLD MOTOR SUPPLY	SUPPLIES	40.98
CASH-N-CARRY CHEMICALS LLC	WEED KILLER	61.25
COBB OIL CO, INC.	FUEL	622.90
IGRAPHIX, INC	DISC GOLF MAP	54.00
KCTC	PHONE & INTERNET	124.78
MID-AM RES. CHEMICAL CORP	CHEMICALS	838.02
MIDWEST TREE SERVICE INC	BALLFIELD LIGHT REPAIR	300.00
STOUT SEED SALES	SOCCER FIELDS	2791.54
TECHNOLOGY SERVICES OF IOWA, LLC	REPAIR TO COMPUTER	199.99
UNITY POINT CLINIC-OCCUPATIONAL MEDICI	TESTING	42.00
VERIZON WIRELESS	WIRELESS SERVICE	56.60
WASHINGTON LUMBER	SUPPLIES	194.00
	<b>TOTAL</b>	<b>8848.89</b>

**POOL**

ALLIANT ENERGY	ALLIANT ENERGY	110.26
ARNOLD MOTOR SUPPLY	EXHAUST FAN REPAIR	29.97
HAWKEYE ELECTRIC MOTORS	POOL PUMP REPAIR	207.00
STATE HYGIENIC LAB	POOL TESTING	13.50
	<b>TOTAL</b>	<b>360.73</b>

**CEMETERY**

ACE-N-MORE	PAINT BRUSHES	23.35
ARNOLD MOTOR SUPPLY	FILTERS/TRACTOR/BACKHOE	124.16
ATCO INTERNATIONAL	SHOP TOWELS	403.81
CENTRAL IOWA DISTRIBUTING	SHOP TOWELS	170.00
COBB OIL CO, INC.	FUEL	640.13
DULTMEIER SALES	HYDRO SEEDER PARTS	413.21
KCTC	PHONE & INTERNET	155.62
MORNING SUN FARM	KUBOTA MOWER PARTS	214.49
	<b>TOTAL</b>	<b>2144.77</b>

**FINAN ADMIN**

ALLIANT ENERGY	ALLIANT ENERGY	20.51
BAKER PAPER & SUPPLY	COPY PAPER	112.95
CINTAS CORP LOC. 342	RUG SERVICE	179.74
FAREWAY STORES	SUPPLIES	37.90
GOOGLE LLC	MONTHLY SERVICE (SEPT/OCT)	502.93
IMPRESSIONS COMPUTERS, INC	HP MACHINES	3071.22
IOWA LEAGUE OF CITIES	2- REGISTRATIONS-BUDGET WO	100.00
IOWA RADIO PLUS	BACK TO SCHOOL ADV	8.00
J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIES	348.77
KCII	BACK TO SCHOOL ADVERTISING	75.80
KCTC	PHONE & INTERNET	782.79
PACE PAYMENT SYSTEMS	PACE ADMIN FEE	20.00
QUILL	OFFICE STORAGE BOXES	167.98
ROSIEN, JARON	MILEAGE REIMBURSEMENT	342.78
ROTARY CLUB OF WASHINGTON	DUES & MEALS	136.30
VERIZON WIRELESS	WIRELESS SERVICE	47.88
WASH COUNTY MINIBUS	LOST- OCTOBER 2019	18982.19
WMPF GROUP LLC	ADVERTISING	795.84
	<b>TOTAL</b>	<b>25733.58</b>



<b>AIRPORT</b>	ACE-N-MORE	FUEL HAND PUMP	316.36
	JAMIESON, JEAN	SEPT CLEANING	245.00
	MIDWEST LIQUID SYSTEMS	CHANGE FILTERS	1425.32
	VERIZON WIRELESS	WIRELESS SERVICE	53.13
	VETTER'S INC-CULLIGAN WATER	WATER	19.92
	WEST LAWN CARE	AIRPORT LAWN MOWING	1800.00
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	181.81
		<b>TOTAL</b>	<b>4041.54</b>
<b>ROAD USE</b>	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	63.37
	COBB OIL CO, INC.	FUEL	587.44
	UNITY POINT CLINIC-OCCUPATIONAL MEDICI	TESTING	42.00
		<b>TOTAL</b>	<b>692.81</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	10999.04
		<b>TOTAL</b>	<b>10999.04</b>
<b>CAPITAL PROJECTS</b>	GENUS LANDSCAPE ARCHITECTS	PLANTING & LANDSCAPE PLANN	1000.00
	MENARDS	LANDSCAPING BLOCKS - FIRE STATION	2668.86
		<b>TOTAL</b>	<b>3668.86</b>
<b>DOG PARK</b>	ACE ELECTRIC. INC	DOG PARK LIGHT REPAIR	300.00
	SITLER'S SUPPLIES INC.	DOG PARK SECURITY LIGHTS	220.00
		<b>TOTAL</b>	<b>520.00</b>
<b>TREE COMMITTEE</b>	MCCONNELL, MARDE	TREE COMMITTEE EXPENSE	27.54
		<b>TOTAL</b>	<b>27.54</b>
<b>K-9 PROGRAM</b>	WASH VETERINARY CLINIC	EXAM & MEDS	25.28
		<b>TOTAL</b>	<b>25.28</b>
<b>LIBRARY GIFT</b>	BAKER & TAYLOR	LIBRARY MATERIALS	328.22
	FAREWAY STORES	PROGRAMMING	3.79
	I TECH TECHNOLOGY EXPERTS	COMPUTER/SET UP/INSTALLATI	949.98
		<b>TOTAL</b>	<b>1281.99</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	14443.27
	ATWOOD, STEPHANI	WATER DEPOSIT REFUND	99.08
	BUTLER, TONY & MELIN	WATER DEPOSIT REFUND	150.00
	COBB OIL CO, INC.	FUEL	46.39
	DUARTE, MIGUEL ANGEL	WATER DEPOSIT REFUND	123.23
	EICHELBERGER FARMS I	WATER DEPOSIT REFUND	167.04
	FARRIS, BLAIR	WATER DEPOSIT REFUND	59.89
	IMPRESSIONS COMPUTERS, INC	HP MACHINES	2047.48
	KCTC	PHONE & INTERNET	155.62
	KNERR, SARAH	WATER DEPOSIT REFUND	21.49
	MERCHANT SERVICES	ADMIN FEES	942.81
	MILLER, ANGELINA	WATER DEPOSIT REFUND	42.57
	SANOW, JACOB	WATER DEPOSIT REFUND	116.53
	SPEZZAMONTE, ALESSIO	WATER DEPOSIT REFUND	125.60
	VERIZON WIRELESS	WIRELESS SERVICE	47.88
		<b>TOTAL</b>	<b>18588.88</b>
	<b>WATER DIST</b>	ALLIANT ENERGY	ALLIANT ENERGY
COBB OIL CO, INC.		FUEL	252.53

	VERIZON WIRELESS	WIRELESS SERVICE	112.38
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	110.56
		<b>TOTAL</b>	<b>522.28</b>
<b>SEWER PLANT</b>	ACE-N-MORE	CHEST WADERS	64.99
	ALLIANT ENERGY	ALLIANT ENERGY	563.75
	ATCO INTERNATIONAL	SUPPLIES	103.60
	CENTRAL IOWA DISTRIBUTING	CLEANING SUPPLIES/GLOVES	213.00
	COBB OIL CO, INC.	FUEL	319.60
	IOWA PUMP WORKS INC	PUMP #1 REBUILD/INSTALL	5635.00
	MID-AM RES. CHEMICAL CORP	PLANT CHEMICALS	1172.85
	STATE HYGIENIC LAB	TESTING	54.00
	TESTAMERICA LABORATORIES INC	DMA QA TESTING FEES	75.00
	UNITED LABORATORIES	LIFT STATION DEGREASER	611.40
	VERIZON WIRELESS	WIRELESS SERVICE	116.53
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	276.63
		<b>TOTAL</b>	<b>9206.35</b>
<b>SEWER COLLECT</b>	ALLIANT ENERGY	ALLIANT ENERGY	814.05
	ARNOLD MOTOR SUPPLY	PARTS	273.52
	COBB OIL CO, INC.	FUEL	505.78
	VERIZON WIRELESS	WIRELESS SERVICE	89.77
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	110.55
		<b>TOTAL</b>	<b>1793.67</b>
<b>SANITATION</b>	JOHNSON COUNTY REFUSE INC	RECYCLING & REFUSE-SEPT	46374.50
	WEMIGA WASTE INC.	SEPTEMBER RECYCLING CENTER	1500.00
		<b>TOTAL</b>	<b>47874.50</b>
<b>SELF INSURANCE</b>	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	360.00
		<b>TOTAL</b>	<b>360.00</b>
		<b>TOTAL</b>	<b>156674.81</b>

**CITY OF WASHINGTON, IOWA  
MONTH TO DATE TREASURERS REPORT  
SEPTEMBER 30, 2019**

FUND	9/1/2019 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	9/30/2019 ENDING CASH BALANCE
001-GENERAL FUND	469,671.13	248,549.75	-	274,683.91	-	443,536.97
002-AIRPORT FUND	288,771.35	26,176.05	-	37,986.84	-	276,960.56
010-CHAMBER REIMBURSEMENT	7,575.77	6,120.55	-	5,993.77	-	7,702.55
011-MAIN STREET REIMBURSEMENT	(32,761.43)	-	-	3,850.03	-	(36,611.46)
012-WEDG REIMBURSEMENT	2,423.25	8,320.04	-	7,638.86	-	3,104.43
050-DOWNTOWN INCENTIVE GRANT	(19,500.00)	-	-	-	-	(19,500.00)
110-ROAD USE	966,005.77	111,800.95	-	47,943.62	-	1,029,863.10
112-EMPLOYEE BENEFITS	28.08	54,700.37	-	54,728.45	-	-
114-EMERGENCY LEVY	2.64	5,138.28	-	5,140.92	-	-
121-LOCAL OPTION SALES TAX	-	75,928.79	-	75,928.79	-	-
122-LOST DEBT SERVICE	112,444.74	46,495.26	-	-	-	158,940.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	49,422.50	-	-	5,273.00	-	44,149.50
125-UNIF COMM UR-NE IND	-	620.39	-	-	-	620.39
127-UNIF COMM UR - BRIARWOOD	3,562.36	-	-	-	-	3,562.36
129-SC RES UR	1,314.27	-	-	-	-	1,314.27
132-UNIF COMM UR - EBD	-	17,490.48	-	-	-	17,490.48
134-DOWNTOWN COMM UR	4,198.90	2,812.24	-	-	-	7,011.14
145-HOUSING REHABILITATION	6,316.81	-	-	6,007.00	-	309.81
146-LMI TIF SET-ASIDE	68,475.93	-	-	-	-	68,475.93
200-DEBT SERVICE	7,301.94	70,189.56	-	-	-	77,491.50
300-CAPITAL EQUIPMENT	(77,076.19)	-	-	12,782.31	-	(89,858.50)
301-CAPITAL PROJECTS FUND	1,119,658.10	2,569.30	-	550,672.81	-	571,554.59
308-INDUSTRIAL DEVELOPMENT	400,729.16	21,308.17	-	11,037.73	-	410,999.60
309-MUNICIPAL BUILDING	1,514,060.20	30,193.37	-	-	-	1,544,253.57
310-WELLNESS PARK	428,320.24	101,880.47	-	-	-	530,200.71
311-SIDEWALK REPAIR & REPLACE	21,575.46	-	-	16,585.16	-	4,990.30
312-TREE REMOVAL & REPLACE	32,663.34	-	-	-	-	32,663.34
510-MUNICIPAL BAND	3,363.16	-	-	-	-	3,363.16
520-DOG PARK	4,899.95	95.65	-	-	-	4,995.60
530-TREE COMMITTEE	2,349.44	3,975.00	-	398.00	-	5,926.44
540-POLICE FORFEITURE	2,160.99	-	-	-	-	2,160.99
541-K-9 PROGRAM	2,739.03	-	-	5.32	-	2,733.71
545-SAFETY FUND	2,475.50	-	-	-	-	2,475.50
550-PARK GIFT	41,264.99	3,569.83	-	-	-	44,834.82
570-LIBRARY GIFT	338,056.79	1,841.87	-	447.96	-	339,450.70
580-CEMETERY GIFT	10,993.00	-	-	-	-	10,993.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	443,291.12	159,034.43	-	118,993.36	-	483,332.19
601-WATER DEPOSIT FUND	26,680.00	2,025.00	-	2,400.00	-	26,305.00
603-WATER CAPITAL PROJECTS	1,279.50	-	-	-	-	1,279.50
610-SANITARY SEWER	1,012,640.69	194,569.46	-	94,224.98	-	1,112,985.17
613-SEWER CAPITAL PROJECTS	77,057.26	1,880.48	-	116,791.30	-	(37,853.56)
670-SANITATION	151,381.03	44,958.44	-	57,841.96	-	138,497.51
950-SELF INSURANCE	261,550.64	7,240.57	-	7,873.09	-	260,918.12
951-UNEMPLOYMENT SELF INS	49,680.47	1,521.46	-	-	-	51,201.93
<b>TOTAL BALANCE</b>	<b>7,896,979.02</b>	<b>1,251,006.21</b>	<b>-</b>	<b>1,515,229.17</b>	<b>-</b>	<b>7,632,756.06</b>

**Cash in Bank - Pooled Cash**

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	380,699.55 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT ( PLUS 3 CDS)	777,109.20	1.74%
Wash St - Farm Mgmt Acct	109,341.85	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	2.75%
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%
Wash St Bank - CD 1/14/2019	500,000.00	2.75%
IPAIT ROLLING CD - MATURES MONTHLY	4,100,617.97	2.02%
Wash St Bank - CD 08/30/2018	264,637.49	2.28%
<b>TOTAL CASH IN BANK</b>	<b>7,632,756.06</b>	

(1) Washington State Bank	430,830.22
Outstanding Deposits & Checks/Wages payable	(50,130.67)
	<b>380,699.55</b>

**CITY OF WASHINGTON, IOWA  
YEAR TO DATE TREASURERS REPORT  
SEPTEMBER 30, 2019**

FUND	7/1/2019	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	9/30/2019
	BEGINNING CASH BALANCE					ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	437,119.52	-	993,582.55	-	443,536.97
002-AIRPORT FUND	291,302.19	146,943.74	-	161,285.37	-	276,960.56
010-CHAMBER REIMBURSEMENT	7,806.45	18,361.65	-	18,465.55	-	7,702.55
011-MAIN STREET REIMBURSEMENT	-	-	-	36,611.46	-	(36,611.46)
012-WEDG REIMBURSEMENT	1,259.20	24,960.12	-	23,114.89	-	3,104.43
050-DOWNTOWN INCENTIVE GRANT	9,500.00	-	-	29,000.00	-	(19,500.00)
110-ROAD USE	981,616.71	293,052.23	-	244,805.84	-	1,029,863.10
112-EMPLOYEE BENEFITS	-	60,875.01	-	60,875.01	-	-
114-EMERGENCY LEVY	-	5,630.92	-	5,630.92	-	-
121-LOCAL OPTION SALES TAX	-	225,855.10	-	225,855.10	-	-
122-LOST DEBT SERVICE	-	158,940.00	-	-	-	158,940.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	50,552.29	11,249.07	-	17,651.86	-	44,149.50
125-UNIF COMM UR-NE IND	-	620.39	-	-	-	620.39
127-UNIF COMM UR - BRIARWOOD	3,562.36	-	-	-	-	3,562.36
129-SC RES UR	1,314.27	-	-	-	-	1,314.27
132-UNIF COMM UR - EBD	-	17,490.48	-	-	-	17,490.48
134-DOWNTOWN COMM UR	4,198.90	2,812.24	-	-	-	7,011.14
145-HOUSING REHABILITATION	8,740.56	5,000.00	-	13,430.75	-	309.81
146-LMI TIF SET-ASIDE	68,475.93	-	-	-	-	68,475.93
200-DEBT SERVICE	632.26	76,859.24	-	-	-	77,491.50
300-CAPITAL EQUIPMENT	142,108.48	-	-	231,966.98	-	(89,858.50)
301-CAPITAL PROJECTS FUND	2,124,307.12	73,533.87	-	1,626,286.40	-	571,554.59
305-RIVERBOAT FOUND CAP PROJ	-	129,279.49	-	129,279.49	-	-
308-INDUSTRIAL DEVELOPMENT	299,670.29	131,033.26	-	19,703.95	-	410,999.60
309-MUNICIPAL BUILDING	1,443,871.94	100,381.63	-	-	-	1,544,253.57
310-WELLNESS PARK	398,324.05	131,876.66	-	-	-	530,200.71
311-SIDEWALK REPAIR & REPLACE	45,361.60	-	-	40,371.30	-	4,990.30
312-TREE REMOVAL & REPLACE	62,663.34	-	-	30,000.00	-	32,663.34
510-MUNICIPAL BAND	3,363.16	-	-	-	-	3,363.16
520-DOG PARK	4,899.95	95.65	-	-	-	4,995.60
530-TREE COMMITTEE	13,843.88	4,025.00	-	11,942.44	-	5,926.44
540-POLICE FORFEITURE	2,160.99	-	-	-	-	2,160.99
541-K-9 PROGRAM	3,985.70	100.00	-	1,351.99	-	2,733.71
545-SAFETY FUND	2,475.50	-	-	-	-	2,475.50
550-PARK GIFT	43,809.97	3,657.67	-	2,632.82	-	44,834.82
570-LIBRARY GIFT	337,893.03	5,114.17	-	3,556.50	-	339,450.70
580-CEMETERY GIFT	10,993.00	-	-	-	-	10,993.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	692,482.31	425,669.81	-	634,819.93	-	483,332.19
601-WATER DEPOSIT FUND	26,830.00	5,850.00	-	6,375.00	-	26,305.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	-	311,030.85	-	309,751.35	-	1,279.50
610-SANITARY SEWER	843,146.97	565,240.59	-	295,402.39	-	1,112,985.17
613-SEWER CAPITAL PROJECTS	346,219.50	13,519.71	-	397,592.77	-	(37,853.56)
670-SANITATION	139,865.38	358,331.89	-	359,699.76	-	138,497.51
950-SELF INSURANCE	265,746.61	12,127.12	-	16,955.61	-	260,918.12
951-UNEMPLOYMENT SELF INS	50,228.60	1,692.33	-	719.00	-	51,201.93
<b>TOTAL BALANCE</b>	<b>9,823,143.63</b>	<b>3,758,329.41</b>	<b>-</b>	<b>5,948,716.98</b>	<b>-</b>	<b>7,632,756.06</b>

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	380,699.55 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
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IPAIT ROLLING CD - MATURES MONTHLY	4,100,617.97	2.02%
Wash St Bank - CD 08/30/2018	264,637.49	2.28%
<b>TOTAL CASH IN BANK</b>	<b>7,632,756.06</b>	

(1) Washington State Bank	430,830.22
Outstanding Deposits & Checks/Wages payable	(50,130.67)
<b>380,699.55</b>	



# SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

**1. APPLICANT INFORMATION**

Name/Event: CORN COUNTRY CRUISERS  
Coordinator: RANDY  
Contact Number: 319-461-9146  
Email Address: RFARRINGTON62@GMAIL.COM

**2. EVENT INFORMATION**

Event Description: CLASSIC CAR CRUISE-IN

2020 - MAY 9<sup>th</sup>, JUNE 13<sup>th</sup>, JULY 11<sup>th</sup> AUG-8<sup>th</sup>

Days/Dates of Event: 2021 - MAY 8<sup>th</sup> JUNE 12<sup>th</sup> JULY 10<sup>th</sup> AUG-14<sup>th</sup>

Time(s) of Event: (Include Set Up/Tear Down Time) 3 p.m. - 9 p.m.

Event Location: CENTRAL PARK

Will event require an alcohol license or require modification of an existing license?  Yes  No

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

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

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

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

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

NOTICES ON WINDSHIELD, SIGNAGE

Other Requests

Temporarily park in a "No Parking" area location : \_\_\_\_\_

Use of City Park (specify park : \_\_\_\_\_)  
Electrical Needs: 110 PLUG-IN

Use of gators/UTV/ATV on City streets

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

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

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

Fireworks (specify location :)

Other (please specify :)

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

Street barricades

Yield signs for crosswalks

Emergency "No Parking" Signs

Garbage/Recycling Barrels

Traffic cones

Street Sweeping following (parades)

Picnic Tables

Other (please specify :)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

PENDING If so: BMI/ASCAP License obtained?

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

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

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

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

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

7. **INSURANCE**

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

Certificate of Insurance provided and accepted  Certificate of Insurance not required

**8. AGREEMENT**

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

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

*Randy Fayson*

Applicant/Sponsor Signature

*10/19/19*

Date

**DEPARTMENT APPROVALS**

<u>Indicate Date Contacted</u>	<b>The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.</b>		
<i>ie 10/09/2019</i>	City Clerk (Liquor Licenses)	Illa Earnest 319-653-6584 ext 131	<a href="mailto:learnest@washingtioniowa.gov">learnest@washingtioniowa.gov</a>
<i>[Signature]</i>	Comments/Restrictions:		
<i>[Signature]</i>	Police Chief	Jim Lester 319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
<i>[Signature]</i>	Comments/Restrictions:		
<i>[Signature]</i>	Fire Chief	Tom Wide 319-863-3332	<a href="mailto:firedept@washingtioniowa.gov">firedept@washingtioniowa.gov</a>
<i>[Signature]</i>	Comments/Restrictions:		
<i>[Signature]</i>	Streets	JJ Bell 319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
<i>[Signature]</i>	Comments/Restrictions:		
<i>[Signature]</i>	Parks	Nick Pacha 319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
<i>[Signature]</i>	Comments/Restrictions:		
<i>N/A</i>	County Environmental Health (if serving food):	Jason Taylor; 319-461-2876; <a href="mailto:jtaylor@co.washington.ia.us">jtaylor@co.washington.ia.us</a>	
	Comments/Restrictions:		

**CITY COUNCIL APPROVAL**

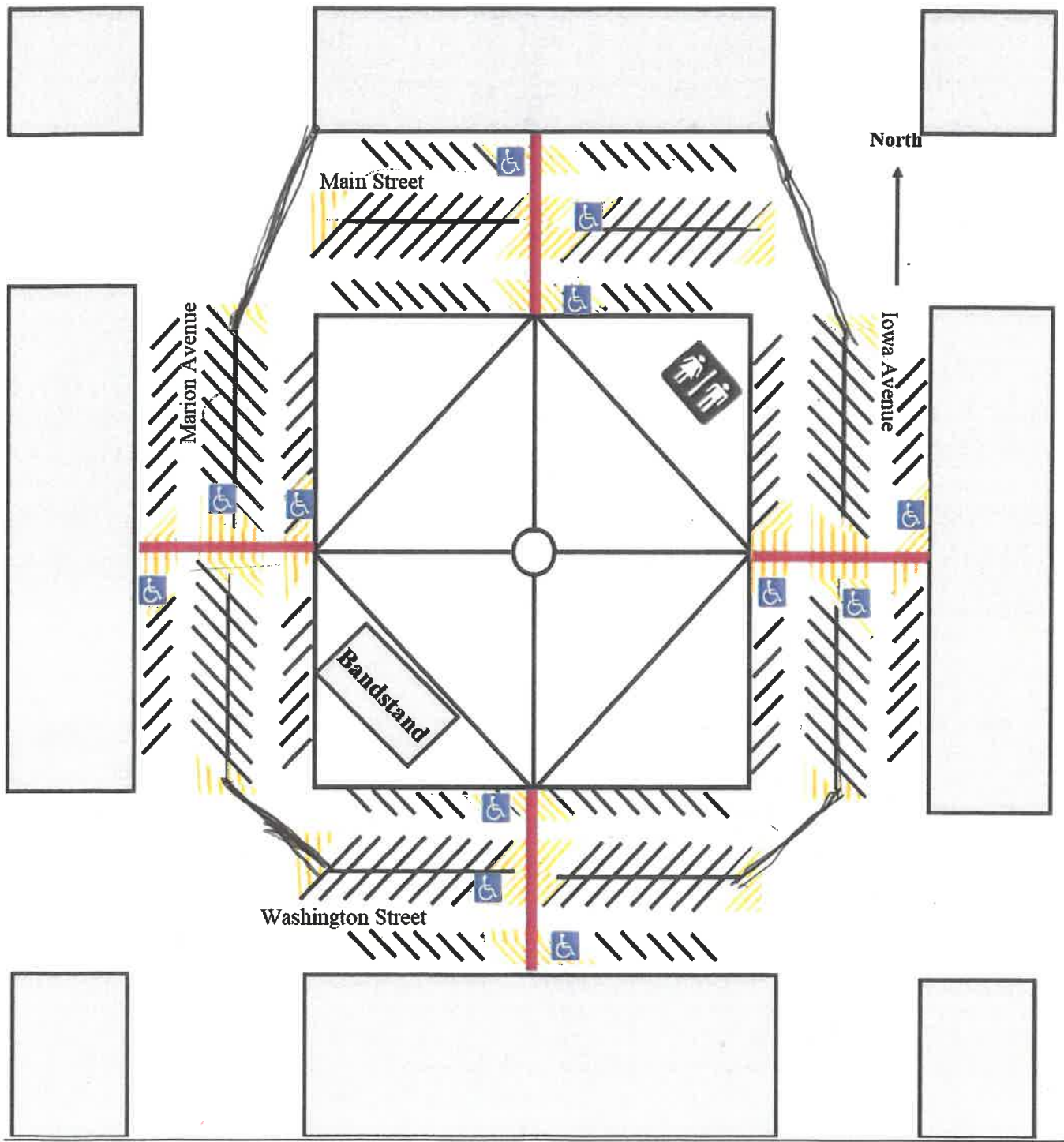
City Clerk Signature

Date of Action

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

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

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







COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: CVG2066-02

RENEWAL OF NUMBER: CVG2066-01

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

Corn Country Cruisers
21221 330th Ave
Keota, IA 52248

Policy Period: From 04/18/2019 To 04/18/2020, at 12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Table with 2 columns: Limit Description and Amount. Includes rows for General Aggregate Limit, Products-Completed Operations Aggregate Limit, Personal And Advertising Injury Limit, Each Occurrence Limit, Damage To Premises Rented To You Limit, and Medical Expense Limit.

Retroactive Date (CG 00 02 Only) N/A In New York
This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown below.
Retroactive Date: None
(Enter Date Or "None" If No Retroactive Date applies)

Business Description And Location Of Premises
Form Of Business: Organization
Business Description: Collector Car Clubs
Location Of All Premises You Own, Rent Or Occupy:
REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS"

Producer Number, Name And Mailing Address
56197
Hagerty Insurance Agency LLC
141 Rivers Edge Drive
Traverse City, MI 49684

**(City: State requests that you post announcements in Minutes exactly as read.)**

**CITY OF WASHINGTON  
2018 SANITARY SEWER IMPROVEMENTS PROJECT  
UPDATE PUBLIC HEARING ANNOUNCEMENTS**

**A. Funding of Proposed Activities and Sources of Funds.**

This project is funded in part by a Community Development Block Grant (CDBG). The City was awarded a 2018 CDBG for \$600,000. To date, \$269,784 of the CDBG allocation has been expended. There is a local obligation of \$600,337 committed towards project costs. To date, \$270,001 has been expended.

**B. Explain how the need for the activities was identified.**

The need for the proposed Southeast Basin Sanitary Sewer Project is due to extreme issues with Inflow and Infiltration (I/I) of storm water into the sanitary sewer system. I/I issues within the sanitary sewer basin are resulting in failure of the sanitary sewer system, loss of service to residents, damage to public and private property, and increased operational costs to the City.

**C. Nature of and Status of the Proposed Activities.**

The nature of the proposed project involves a combination of lining sanitary sewer lines, rehabilitating manholes, and elimination of point sources within the sanitary sewer system.

Municipal Pipe and Tool is the contractor for the work on the project. Work on the project is approximately 47% complete.

There has been a no change to the project beneficiaries as proposed in the application submitted to State for funding. An Amendment to increase Performance Targets was authorized which extended the areas of CIPP lining and manhole repairs.

**D. Announce the estimated portion of funds that will benefit low-and-moderate income persons.**

The project will result in City-wide benefit and based on a 2016 survey, 52.89% of the residents living in the community are of low-and-moderate income.

**E. Announce where the proposed activities will be conducted.**

The proposed project activities are taking place in the Southeast Basin area on the City's east side.

**F. Announce plans to minimize displacement of persons and businesses resulting of funded activities.**

The proposed project will not result in the displacement or relocation of any persons or businesses.

**G. Announce plans to assist persons actually displaced.**

Since this project will not result in the displacement or relocation of any persons or businesses, there are no plans being made to assist displaced persons.

*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*

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**Memorandum**

October 10, 2019

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

From: Brent Hinson  
City Administrator

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

Re: Alley Vacating Request

As discussed at the October 1 meeting, we have asked that the Council hold a hearing on vacating and disposing of the north 69.35 feet of the north-south alley on Block 22 of Win Smouse's Highland Park Addition to correct a situation that has somehow persisted since 1936 of a house placed on top of the platted but undeveloped alley.

Following the hearing, the Council will be able to consider the first reading of the ordinance vacating the alley, and at a future meeting, to consider conveying the alley to the adjacent property owner.

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

**AN ORDINANCE DECLARING SURPLUS CERTAIN PROPERTY  
AND PROVIDING FOR ITS DISPOSAL THEREOF**

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

SECTION 1. That a public notice was published at the direction of this Council and a public hearing held to consider declaring surplus a property generally described as: “[T]he North 69.35 feet of a 16.5 foot alley in Block 22 of Win Smouse’s Highland Park Addition to the City of Washington, Washington, Washington County, Iowa. Containing 1,144.3 square feet more or less.”

SECTION 2. That the City Council has determined this property is surplus and wishes to dispose of said property.

SECTION 3. That said property is hereby declared surplus.

SECTION 4. Following proper notice, the City has received only one bid and will dispose of this property by consideration the passage of a Resolution transferring it to the bidder.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 15<sup>th</sup> day of October, 2019.

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

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

Approved on First Reading: \_\_\_\_\_

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

**INDEX LEGEND**  
 LOCATION: PART - 16.5' ALLEY IN BLK 22 - WS HIGHLAND PARK ADD CITY OF WASHINGTON  
 REQUESTOR: KOESTNER & ASSOCIATES  
 PROPRIETOR: CITY OF WASHINGTON  
 SURVEYOR: ANTHONY D. FREDERICK, PLS #21103  
 COMPANY: HART-FREDERICK CONSULTANTS P.C.  
 510 STATE ST. PO BOX 560 TIFFIN, IA 52340  
 RETURN TO: tfrederick@hart-frederick.com (319) 545-7215

**HFC HART-FREDERICK CONSULTANTS P.C.**  
 www.hart-frederick.com  
 510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215

**AUDITOR PARCEL M**

AUDITOR PARCEL M IS A PART OF A 16.5 FOOT ALLEY IN BLOCK 22 OF WIN SMOUSE'S HIGHLAND PARK ADDITION TO THE CITY OF WASHINGTON, WASHINGTON COUNTY, IOWA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 22 OF WIN SMOUSE'S HIGHLAND PARK ADDITION TO THE CITY OF WASHINGTON; THENCE S 00°23'30" E ALONG THE EAST LINE OF A 16.5 FOOT ALLEY, A DISTANCE OF 69.35 FEET; THENCE S 88°08'35" W, A DISTANCE OF 16.50 FEET TO A POINT ON THE WEST LINE OF SAID ALLEY; THENCE N 00°23'30" W ALONG SAID WEST LINE, A DISTANCE OF 69.35 FEET TO THE NORTHEAST CORNER OF LOT 10 IN SAID BLOCK 22 BEING A POINT ON THE SOUTH LINE OF EAST 15TH STREET; THENCE N 88°08'35" E ALONG SAID SOUTH LINE, A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1144.3 SQUARE FEET AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

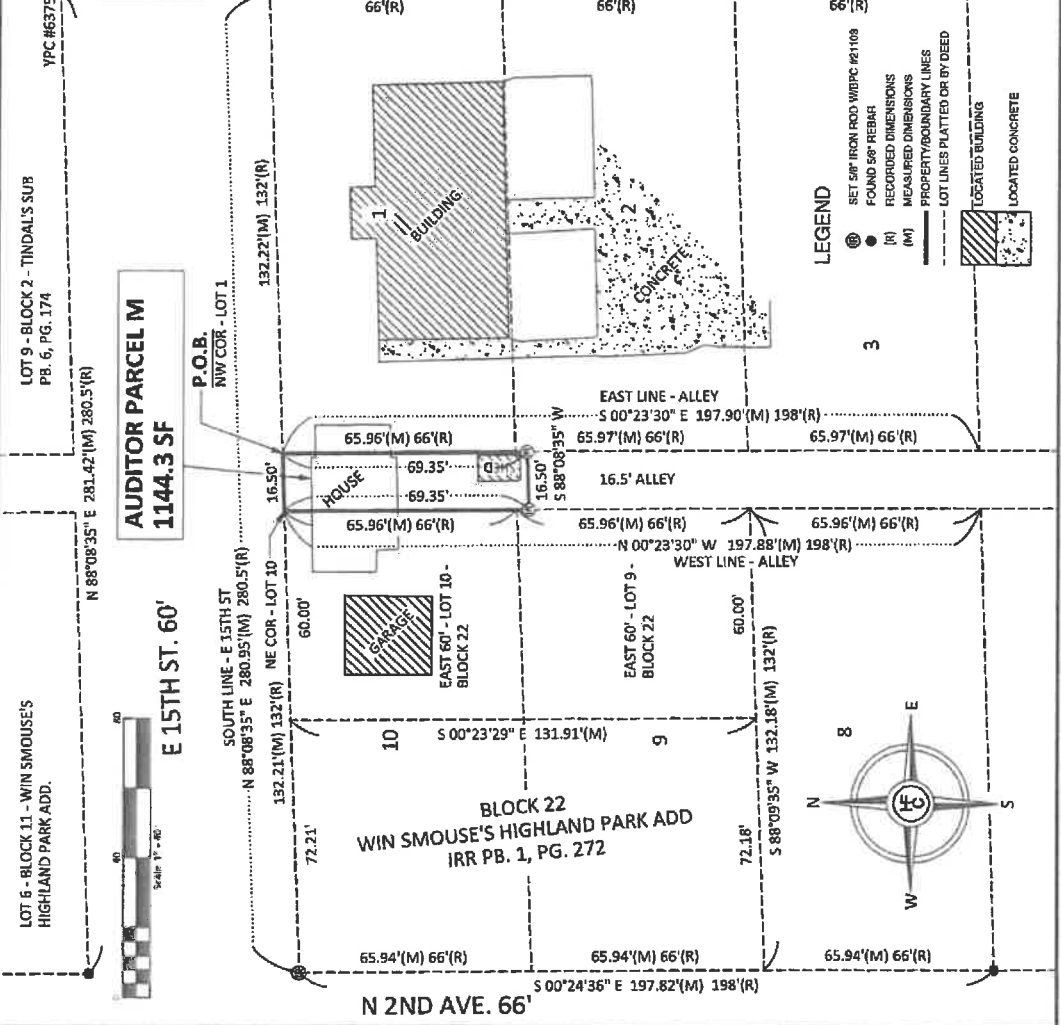
POS PB. 8, PG. 353  
 POS PB. 27, PG. 0076

3 - BLOCK 21  
 165.00'(M&R)

S 00°22'24" E 330.00'(R)

N 3RD AVE. 50'

APPROVED BY THE CITY OF WASHINGTON  
 BUILDING OFFICIAL  
 DATE



**LEGEND**

- SET 5/8" IRON ROD W/IPC #21108
- FOUND 5/8" REBAR
- (R) RECORDED DIMENSIONS
- (M) MEASURED DIMENSIONS
- PROPERTY BOUNDARY LINES
- - - LOT LINES PLATTED OR BY DEED
- ▨ LOCATED BUILDING
- ▨ LOCATED CONCRETE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Anthony D. Frederick, P.L.S. Date  
 Iowa License Number: 21103  
 My license renewal date is December 31, 2019.  
 Pages covered by this seal: THIS SHEET ONLY



**PLAT OF SURVEY**  
**AUDITOR PARCEL M**  
 PART - 16.5' ALLEY IN BLOCK 22  
 WIN SMOUSE'S HIGHLAND PARK ADD.  
 CITY OF WASHINGTON, WASHINGTON COUNTY, IOWA

DATE: 7/19    DRN: ADF    FLD BK: ROBO    PROJ. NO: 197080

1/3/2019 Surveyed by Koestner and Associates (Drawings) D:\2019\DWG\_5/17/2019 2:51:12 PM, DWG To: PDF.dwg

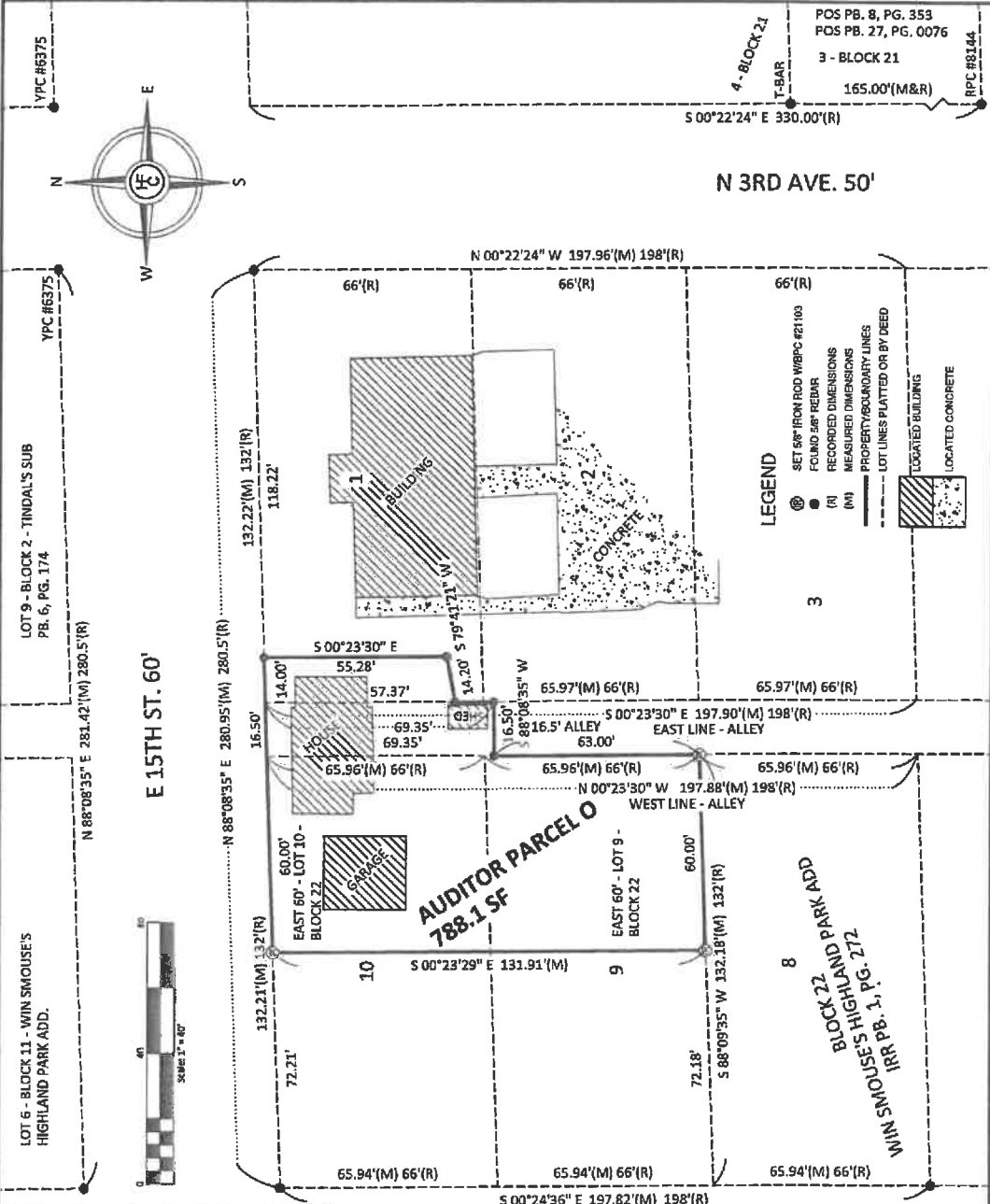
**INDEX LEGEND**

LOCATION:

REQUESTOR: KOESTNER & ASSOCIATES  
 PROPRIETOR: TYLER J. RAUSCH  
 SURVEYOR: ANTHONY D. FREDERICK, PLS #21103  
 COMPANY: HART-FREDERICK CONSULTANTS P.C.  
 510 STATE ST. PO BOX 560 TIFFIN, IA 52340  
 RETURN TO: tfrederick@hart-frederick.com (319) 545-7215

**HFC HART-FREDERICK CONSULTANTS P.C.**

www.hart-frederick.com  
 510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215



APPROVED BY THE CITY OF WASHINGTON

BUILDING OFFICIAL \_\_\_\_\_ DATE \_\_\_\_\_

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Anthony D. Frederick, P.L.S.  
 Iowa License Number: 21103  
 My license renewal date is December 31, 2019.  
 Pages covered by this seal: THIS SHEET ONLY

Date \_\_\_\_\_



**PLAT OF SURVEY**  
**AUDITOR PARCEL O**  
 AUDITOR PARCELS 7 & 8 & E. 60' LOTS 9 & 10 - BLOCK 22  
 WIN SMOUSE'S HIGHLAND PARK ADD.  
 CITY OF WASHINGTON, WASHINGTON COUNTY, IOWA

DATE: 7/19 DRN: ADF FLD BK: ROBO PROJ. NO: 197080

197080 Survey 197080 Koestner and Associates (drawing) 197080.DWG, 9/12/2019 2:55:00 PM, DWG to PDF-p43

*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*

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## **Memorandum**

October 11, 2019

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

From: Brent Hinson  
City Administrator 

Re: Emergency Planning Team and Security Information Policy

As Council is aware, we have had the Information Technology Disaster Recovery Plan tabled for quite some time as we examined a more holistic approach to this issue. We are now recommending that the Council untable and take no action on the IT plan to remove it from future agendas, but then take action to establish an Emergency Planning Team and empower it to begin discussion of an Emergency Operations Plan, Continuity of Government Plan, and other related documents, with the support of the Council in the attached Security Information Policy to keep certain sensitive information confidential.

I look forward to discussion at the meeting.

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

**A RESOLUTION CREATING AN EMERGENCY PLANNING TEAM  
AND ADOPTING A SECURITY INFORMATION POLICY**

WHEREAS, this Council identified a strategic goal for 2019 and 2020 to participate in continuity of operations planning; and

WHEREAS, staff first began work on an Information Technology Disaster Recovery Plan, but it has now been determined that this planning document be incorporated into a more holistic approach and policy process; and

WHEREAS, an ad hoc committee composed of the County Emergency Management Coordinator, Police Chief, and Finance Director have reviewed matters and recommend the appointment of an Emergency Planning Team to conduct this holistic policy process and bring final recommendations to the Council; and

WHEREAS, it is deemed important that certain sensitive information likely to be included in such a policy process be kept confidential, and the Council is asked to consider the adoption of a Security Information Policy to detail the types of information that are to be kept confidential in this process.

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

Section 1. The City Council approves as a standing committee the creation of an Emergency Planning Team.

Section 2. Said Emergency Planning Team is tasked with developing an Emergency Operations Plan, Continuity of Government Plan, and related documents, and reporting to the Council at a level appropriate to convey reasonable understanding of plans but not in a manner such to improperly disclose any information protected by the Security Information Policy. Said Emergency Planning Team is tasked upon initial completion of plans with regularly reviewing and keeping said plans up-to-date.

Section 3. The Council hereby approves the following positions for appointment to the Emergency Planning Team, with the Mayor empowered to appoint replacements without further Council action as turnover in positions occurs:

- A. Mayor (currently Jaron Rosien)
- B. 1 Councilor (Danielle Pettit-Majewski)
- C. County Emergency Management Coordinator (Marissa Reisen)
- D. City Administrator (Brent Hinson)
- E. Finance Director (Kelsey Brown)
- F. Safety Director (Keith Henkel)
- G. Police Chief (Jim Lester)



- H. Fire Chief (Tom Wide)
- I. Maintenance & Construction Superintendent (JJ Bell)
- J. Water Superintendent (Kyle Wellington)
- K. Wastewater Superintendent (Fred Doggett)

Section 4. In the interest of maintaining the confidentiality of sensitive information, the Council hereby adopts the Security Information Policy, attached as Exhibit A.

PASSED AND APPROVED this 15<sup>th</sup> day of October, 2019.

---

Jaron P. Rosien, Mayor

ATTEST:

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Illa Earnest, City Clerk

## Security Information Policy

For the protection of the City of Washington employees, visitors to City of Washington facilities, persons in City of Washington care, custody or control, and for the protection of City of Washington property, the Washington City Council hereby adopts this Security Information Policy, pursuant to Iowa Code section 22.7(50).

The Washington City Council has determined that certain confidential information developed and maintained by the City of Washington concerning security procedures and emergency preparedness, if disclosed, could reasonably be expected to jeopardize such employees, visitors, persons, or property.

The following information shall be kept confidential unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information.

- a) Information directly related to vulnerability assessments
- b) Information contained in records related to security measures such as security and response plans, security codes and combinations, passwords, restricted area passes, keys and security or response procedures.
- c) Emergency response protocols.
- d) Architectural, engineering or construction diagrams.
- e) Information contained in records that if disclosed would significantly increase the vulnerability of critical physical systems or infrastructures of the city to attack.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed: \_\_\_\_\_

Mayor Jaron P. Rosien  
City of Washington

Attest: \_\_\_\_\_

Illa Earnest  
City Clerk



**Washington Police Department  
215 E. Washington  
Washington, IA 52353**



Chief of Police Jim Lester  
Lieutenant Lyle Hansen  
Lieutenant Ron See

Phone: 319-653-2256  
Tip: 800-847-7492  
Fax: 319-653-2317

---

October 8, 2019

To: Mayor & City Council

Cc: Brent Hinson, City Administrator

Ref.: Purchase of Tasers

As noted in last winter's budget preparations, the Police Department has budgeted \$6,000 to upgrade Tasers this year with a plan to also budget that same amount next year.

Currently not every officer is issued a Taser and the units in operation are nearly ten years old and no longer supported by the manufacturer.

Included is a quote to upgrade to the Taser X2 as recommended by the Department's Taser Instructor Officer Adam. The X2s provide dual cartridges and the ability to deploy an arc warning without having to remove the cartridge.

I've included the Taser 60 Plan price comparison showing the prices for all three models offered by Axon.

Based on Officer Adam's recommendation, I request your permission to move forward with the purchase of the Taser X2s for each officer and to incorporate the annual \$5,724 cost into the next four budget cycles. This provides each officer with an essential less lethal tool available to them at all times.

Respectfully submitted,

A blue ink signature of Jim Lester, written in a cursive style.

Jim Lester  
Chief of Police

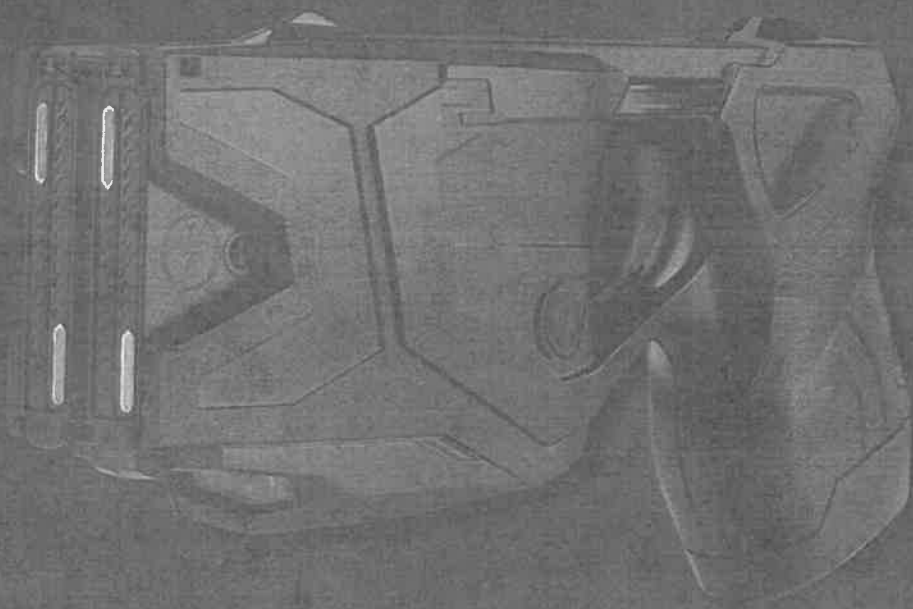
<b>TASER 60 Plan</b>	<b>X26P</b>	<b>X2</b>	<b>Taser 7</b>
<b>Handles</b>	<b>12</b>	<b>12</b>	<b>12</b>
<b>Batteries</b>	<b>Unlimited</b>	<b>Unlimited</b>	<b>Unlimited</b>
<b>Taser Cams</b>	<b>0</b>	<b>0</b>	
<b>Training Cartridges</b>	<b>36</b>	<b>36</b>	<b>96</b>
<b>Field Use Carts</b>	<b>Unlimited</b>	<b>Unlimited</b>	<b>Unlimited</b>
<b>Holsters</b>	<b>12</b>	<b>12</b>	<b>12</b>
<b>Extended Warranty</b>	<b>12</b>	<b>12</b>	<b>12</b>
<b>Dataport Download USB or Dock</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Annual Cost Per User</b>	<b>\$411.00</b>	<b>\$477.00</b>	<b>\$720.00</b>
<b>Monthly Breakdown</b>	<b>\$34</b>	<b>\$39.75</b>	<b>60</b>

<b>Upfront/ Net 30</b>	<b>\$4,932.00</b>	<b>\$5,724.00</b>	<b>\$8,640.00</b>
<b>2nd Year Payment</b>	<b>\$4,932.00</b>	<b>\$5,724.00</b>	<b>\$8,640.00</b>
<b>3rd Year Payment</b>	<b>\$4,932.00</b>	<b>\$5,724.00</b>	<b>\$8,640.00</b>
<b>4th Year Payment</b>	<b>\$4,932.00</b>	<b>\$5,724.00</b>	<b>\$8,640.00</b>
<b>5th Year Payment</b>	<b>\$4,932.00</b>	<b>\$5,724.00</b>	<b>\$8,640.00</b>

<b>Total Over 5 years</b>	<b>\$24,660.00</b>	<b>\$28,620.00</b>	<b>\$43,200.00</b>
<b>Outright Purchase *</b>	<b>\$27,684.00</b>	<b>\$32,436.00</b>	
<b>Total Savings</b>	<b>\$3,024.00</b>	<b>\$3,816.00</b>	



## THE TASER X2: IT'S SMART TO HAVE BACKUP



X2

Powerful 2-shot  
option for increased  
effectiveness

### **OUR MOST EFFECTIVE WEAPON EVER**

Backup Shot | Warning Arc | Free device management with Evidence Lite

Designed by law enforcement for law enforcement, the TASER X2 incorporates agencies' most requested capabilities, such as a backup shot, dual lasers and the ability to display a warning arc without removing the cartridge. A dependable piece of law enforcement equipment that's feature-rich, simple to use, and easy to transition to from previous models.

800-978-2737 [axon.com/x2](http://axon.com/x2)

## X2 FEATURES AND BENEFITS

**BACKUP SHOT:** Protect yourself a second time in the event of a missed shot.

**DUAL LASERS:** Improve accuracy and help take the guesswork out of aiming.

**CROSS-CONNECT:** Improve effectiveness with multiple probe combinations.

**CHARGE METERING:** Have confidence that the device is optimizing the current delivered throughout deployment.

**WEATHER RESISTANCE:** Holds up to rain, humidity and other elements.

**WARNING ARC:** Helps prevent conflict from escalating.

### **AUTOMATIC PERFORMANCE**

**POWER MAGAZINE:** Stop discharge cycle automatically after 5 seconds.

**SELF DIAGNOSTICS:** Monitor weapon status and know if the device is ready for use.

**EVIDENCE.COM INTEGRATION:** Manage weapon data for free with Evidence.com Lite.

**WORKS WITH SIGNAL PPM:** Reports armed status to nearby Axon cameras so they can begin recording.

## X2 SPECIFICATIONS

**WEATHER RESISTANCE** IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)

**HOUSING** High-impact polymer

**POWER ACTIVATION** Ambidextrous safety switch

**OPERATING TEMPERATURE** -4° F to 122° F [-20° C to 50° C]

**STORAGE TEMPERATURE** -4° F to 122° F [-20° C to 50° C]

**DROP TEST** 4 feet

**HUMIDITY** 80% non-condensing

**WARRANTY** 1 year from date of receipt

TASER devices are part of the Axon network.

△, △AXON, Axon, Evidence.com, Evidence Lite, Evidence.com Lite, X2, TASER and © are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2017 Axon Enterprise, Inc.

MPC0223 REV E



## Brent Hinson

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**From:** Bryna Walker  
**Sent:** Monday, September 30, 2019 10:37 AM  
**To:** 'Brent Hinson'; 'Kelsey (Kranz) Brown'  
**Subject:** JT Cleaning Contract  
**Attachments:** JT Cleaning Contract.pdf

Brent and Kelsey,

In my board meeting on Thursday they increased Jason's stipend amount to \$15.00 per hour. He currently works 3 hrs/night x 6 days/week= 18 hrs/week x 52 weeks per year= 936/hrs/year. So, his new stipend would be \$15 x 936= \$14,040/year. Monthly= \$1,170. This will begin in December according to my records of how many paychecks he will have received at that point.

In addition, the board granted him five hours extra each month to do maintenance on the building based on my approval of tasks he thinks need to be done. He will receive \$15/hr. to be invoiced at the end of each month for the five hours if he uses them. So, an additional \$75/month effective immediately based on the boards motion on Thursday. He's cleaning carpets and painting for our Alive After Five on the 17<sup>th</sup>.

Could the contract be updated to reflect this if this all sounds ok to you? I've attached last year's contract. Thank you!!  
Bryna

**Bryna Walker**  
**Library Director**  
**Washington Public Library**  
**Washington, Iowa**  
**319-653-2726**



This email has been checked for viruses by AVG antivirus software.  
[www.avg.com](http://www.avg.com)

## CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Washington, a Municipal Corporation, 215 E. Washington Street, Washington, Iowa 52353, hereinafter referred to as the "CITY," and JT Cleaning Services, LLC, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City Council of the City of Washington with the advice of the Library Director, have heretofore deemed it necessary and desirable to use an independent contractor to perform custodial services at the Washington Free Public Library (the "Services"); and

WHEREAS, CONTRACTOR is already providing the Services and is qualified and capable of supplying said Services; and

WHEREAS, accordingly, the CITY has agreed to engage the CONTRACTOR as an independent contractor to provide said Services.

NOW THEREFORE, THE CITY AND THE CONTRACTOR, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

### I. SCOPE OF SERVICES.

The CONTRACTOR shall perform the Services at the times and dates as directed by the Washington Free Public Library. All cleaning supplies and equipment shall be provided to the CONTRACTOR by the CITY. All of the Services shall be assigned by the Library Director.

### II. GENERAL TERMS AND PROVISIONS.

A. The CONTRACTOR shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONTRACTOR in connection with the Project. Upon request, the CONTRACTOR shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONTRACTOR and a subcontractor in connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph II(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.
2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

B. The CITY may terminate this Agreement, with or without cause, upon no



less than seven-(7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONTRACTOR shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Washington City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete Services in accordance with the terms of this Agreement.

This Agreement shall not be assigned or in any manner transferred by the CONTRACTOR, without the express written consent of the Washington City Council.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONTRACTOR by the CITY in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the CONTRACTOR may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONTRACTOR has first obtained the written approval of same from the CITY; and further provided that, should the CONTRACTOR so engage subcontractors under the terms of this Subparagraph II(D), the CONTRACTOR shall be solely responsible for compensating any such subcontractors.

E. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Washington City Code of Ordinances.

F. Prior to commencing said Services, CONTRACTOR shall provide a Form W-9 to the CITY to be used in completing a form 1099 that will be issued to the CONTRACTOR in strict compliance with Internal Revenue Service rules and regulations. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR is responsible for the payment of any and all income taxes associated with the compensation received under this Agreement.

### III. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONTRACTOR for the Services rendered under this Agreement for a base fee not to exceed \$1,170.00 per month. Said monthly fee shall be paid by the CITY to the CONTRACTOR following review and approval by the Washington City Council at its first regularly scheduled meeting each month. The CONTRACTOR acknowledges that the CITY is exempt from sales tax for these services under Iowa Code 423.3.

The CITY shall compensate the CONTRACTOR for additional services as approved by the Library Director, including building maintenance tasks, for five (5) hours per month, for an additional fee not to exceed \$75.00 per month, payable in the same manner as the base fee.

IV. INDEMNIFICATION.

The CONTRACTOR agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the CONTRACTOR, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

V. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the Services to be rendered by the CONTRACTOR hereunder or the termination of this Agreement for any reason.

VI. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Washington County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

VII. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

VIII. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONTRACTOR, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONTRACTOR, the CITY or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**XIII. FINAL AGREEMENT:**

Both the CONTRACTOR and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the CONTRACTOR to the CITY in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONTRACTOR and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

**ACCEPTED & AGREED:**

**JT CLEANING SERVICES, LLC  
CONTRACTOR**

**CITY OF WASHINGTON:**

\_\_\_\_\_  
Jason Fisher, Owner

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

**ATTEST:**

\_\_\_\_\_  
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*

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## **Memorandum**

October 11, 2019

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: Proposed Asphalt Patching

I have attached 3 quotes from LL Pelling for asphalt patching. These include:

- 1) \$11,308.70 for patching of main break areas on West Madison/Highway 92, South Iowa, and West Main Street.
- 2) \$15,525.00 for a 3-inch overlay of 273 feet of East Adams. This street has never been great, but has been beaten up pretty badly by the construction on the South Tower and South 15<sup>th</sup> Avenue. We are hoping this overlay will get us by for a year or two until Adams can be reconstructed.
- 3) \$1,106.25 for patching on West 3<sup>rd</sup> Street by the Pennsylvania Townhomes. Our crew has temporarily patched this with cold-mix asphalt, but it needs a more permanent solution.

These expenses would be split equally between the Road Use and Water funds, and there is sufficient room in each budget to allow for this work to proceed.

# PROPOSAL

City of Washington  
Attn: JJ Bell  
215 E. Washington Street  
Washington, IA 52353



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

October 11, 2019

The L.L. Pelling Company proposes to do the following work: Place six inches and five inches of hot mix asphalt in patch areas prepared by the city. Traffic control to be provided by the city.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	6" HMA Patching	118.000	SY	\$71.55	\$8,442.90
20	5" HMA Patching	46.000	SY	\$62.30	\$2,865.80
				<b>Bid Total:</b>	<b>\$11,308.70</b>

Notes:

- 1 Final payment will be based on final measurements.
- 2 Not responsible for unstable subgrade.
- 3 Backfilling by others.

Authorized

Signature Bay Rinehart

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**“Committed to Excellence since 1948”**

# PROPOSAL

City of Washington  
Attn: JJ Bell  
215 E. Washington Street  
Washington, IA 52353



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

**Project: East Adams Street**

October 11, 2019

The L.L. Pelling Company proposes to do the following work: Clean and prepare existing sealcoat and place 3 inches of hot mix asphalt. Dimension to pave are 273' x 18'. City to provide barricades for traffic control.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	3" HMA Overlay	115.000	TON	\$135.00	\$15,525.00
				<b>Bid Total:</b>	<b>\$15,525.00</b>

**Notes:**

- 1 Final payment will be based on final measurements.
- 2 Not responsible for unstable subgrade.
- 3 Backfilling by others.
- 4 Add 240.00 per Manhole riser if needed
- 5 Add 110.00 per Water valve riser if needed

**Authorized Signature** Ray Renschert

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**“Committed to Excellence since 1948”**

# PROPOSAL

City of Washington  
Attn: JJ Bell  
215 E. Washington Street  
Washington, IA 52353



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

**Project: West 3rd Street**

October 11, 2019

The L.L. Pelling Company proposes to do the following work: Place three inches of hot mix asphalt in patch areas prepared by the city. Traffic control to be provided by the city.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	3" HMA Patching	29.500	SY	\$37.50	\$1,106.25
				<b>Bid Total:</b>	<b>\$1,106.25</b>

**Notes:**

- 1 Final payment will be based on final measurements.
- 2 Not responsible for unstable subgrade.
- 3 Backfilling by others.

**Authorized  
Signature**

*Ray Rhoads*

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**“Committed to Excellence since 1948”**

Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52240 (319)351-2277

Return to: City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

## AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Washington, Iowa, hereafter the "City"; and Gerald Franzen and Denise Franzen, husband and wife (contract sellers) and Dennis D. Franzen and Linda M. Franzen (contract purchasers), the contract sellers and contract purchasers being collectively referred to as "Owners."

WHEREAS, Owners own the property generally referred to as 112 N. Marion Avenue in Washington, Iowa, and legally described as:

The south 22 ¼ feet of Lots numbered Three (3) and Four (4) in Block Number Eight (8) in the town, now City of Washington, Washington County, Iowa, subject to an easement for driveway purposes over the east fourteen (14) feet of the south 22 ¼ feet of said Lot Number Three (3) (the "Property")

; and

WHEREAS, the Owners desire to construct an addition to the building presently located on the Property; and

WHEREAS, the building will be constructed over a sanitary sewer main owned by the City; and

WHEREAS, the parties desire to enter into this Agreement to memorialize the sanitary sewer easement on the Property and the conditions upon which the Owners may construct the aforementioned addition.

NOW, THEREFORE, the parties agree as follows:

1. That the Owners, by executing this Agreement, hereby grant to the City an easement for an existing sanitary sewer line located on the Property.
2. That Owners may construct the addition to the building on the Property under the following terms and conditions:



a. That the Owners shall indemnify the City against any and all damage to the sanitary sewer line which occurs because of the construction of the addition or the use of the aforementioned addition over the sanitary sewer line.

b. That in the event that the City needs to repair/replace the sanitary sewer line, the City shall give the Owners notice of the same to the same address listed in the Washington County Auditor's Office to replace the sanitary sewer line. Once the notice has been sent to Owners, Owners shall have sixty (60) calendar days to abandon the existing sanitary sewer line and replace it with a sanitary sewer line that is constructed by Owner, at Owner's sole expense, which is located outside of the building footprint of the expanded building in strict compliance with City standards and in a location approved by the City.

3. In the event that the Owners fail to comply with Paragraph 2(b) above, the Owners hereby grants the City the right to access the Property to construct the new sanitary sewer main and will invoice the Owners for the same. If the Owners have not paid the costs of installation within thirty (30) days of invoice, Owners expressly agree that the City, may collect the charge as a special assessment to be filed with the Washington County Treasurer, and the Owners expressly waive all limitations on said assessment based upon value, notice and benefit.

4. Once Owners have complied with Paragraph 2(b) or Paragraph (3) above, as the case may be, the City shall file a release with the Washington County Recorder to release the lien.

5. This agreement shall be recorded and shall inure to the benefit of the successors and assigns of the parties to this Agreement and shall run with the land.

OWNERS:

CITY OF WASHINGTON:

By: *Gerald Franzen*  
Gerald Franzen

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

By: *Denise C. Franzen*  
Denise Franzen

ATTEST:  
\_\_\_\_\_  
Illa Earnest, City Clerk

By: *Dennis D. Franzen*  
Dennis D. Franzen

By: *Linda M. Franzen*  
Linda M. Franzen

*notarizing for franzen's  
sig only.*

*Signed 10/10/2019*



STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Gerald Franzen and Denise Franzen, husband and wife.

\_\_\_\_\_  
Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Dennis D. Franzen and Linda M. Franzen, husband and wife.

\_\_\_\_\_  
Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Jaron P. Rosien and Illa Earnest, as Mayor and City Clerk respectively of the City of Washington, Iowa.

\_\_\_\_\_  
Notary Public

*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*

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## **Memorandum**

October 11, 2019

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

From: Brent Hinson   
City Administrator

Re: Owner-Occupied Housing Rehabilitation Program

We have two action items related to this program: 1) Approval of an invoice from the East Central Iowa Trust Fund (ECIHTF) in the amount of \$37,800; and 2) Approval of the payment of \$13,943 to Connerley Construction for 632 West Madison.

The \$37,800 is the amount we pledged for local match for the \$113,400 grant. This will come from Low and Moderate-Income TIF set-aside dollars. We have to pay this to the ECIHTF because of the way their funding works, but then we will be able to draw down on the combined amount as homes are rehabilitated up to the program maximum of \$151,200 (our \$37,800 plus the \$113,400 grant).

We are also asking for approval of a payment in the amount of \$13,943 to Connerley Construction of Cedar Rapids. The work they completed on the house included: New gutters & downspouts, replacement of a window, replacement of back & front entry doors, replacing the mail chute, and reshingling the home. The change order, which is included in the above amount, included replacing fascia board on the front of the house, installing gutter guards, and touch-up painting of the home. The grant amount will be secured by a 5-year lien on the home.

EAST CENTRAL IOWA HOUSING TRUST FUND  
700 16TH STREET NE, SUITE 301  
CEDAR RAPIDS, IA 52402

# Invoice

Date	Invoice #
10/9/2019	64

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

Description	Amount
LOCAL MATCH FOR 2019 IFA GRANT	37,800.00
<b>Total</b>	<b>\$37,800.00</b>

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## MEMORANDUM

DATE: October 1, 2019  
TO: Brent Hinson, City of Washington  
FROM: Mark Culver, Housing Specialist  
RE: Contractor Payment Request

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Enclosed please find the required paperwork to authorize contractor payment for the house at:  
632 W. Madison Street, Washington, IA 52353 (Graves)

I approve the payment request in the amount of **\$13,943.00**

Please cut a check in the amount of \$13,943.00 and send to the contractor.  
Connerley Constrection  
130 Brighton Circle SW  
Cedar Rapids, IA 52404

**\*The enclosed "Final Payment Request & Change order" documents require a signature and is marked with a "sign here" tab. After you have signed the document please make a copy for your records and then return the originals to me. Please send me a copy of the check to the contractor.**

Thank you and as always, please let me know if you have any questions.

City of Washington  
2019 HOUSING REHABILITATION PROGRAM

Property Address: 632 W, Madison Street (Graves)  
Washington, IA 52353

Contractor Name: Connerley Construction  
Contractor Address: 130 Brighton Circle SW  
Cedar Rapids, IA 52404  
Contractor Phone Number: 319-521-8008

**FINAL PAYMENT REQUEST**

Rehab Items Completed to Date:	_____	\$13,943.00
Previous Payments	_____	\$0.00
<b>Current Payment Due:</b>	_____	<b>\$13,943.00</b>

The undersigned contractor certifies that all work is completed in regards to this request for payment in accordance with the contract documents and that all work to date was inspected.

General Contractor: Allen Connerley Date: 9-26-2019

A Property inspection has been made and the work completed to date meets my satisfaction in accordance with the construction contract. I authorize the release of payment.

Property Owner: Janice J. Graves Date: 9-26-19

Approved by the Housing Inspector: [Signature] Date: 9-26-19

Grantee Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Project Administrator: [Signature] Date: 9-26-19

## CHANGE ORDER HOUSING REHABILITATION PROGRAM

CHANGE ORDER #: 1

CHANGE ORDER DATE: 9/5/19

OWNER: Janice Graves  
 ADDRESS: 632 W. Madison Street  
Washington, IA 52353

The following change(s) is (are) authorized:

	COST
<u>Replace fascia board on front of the home</u>	<u>490.00</u>
<u>Install gutter guards on gutters</u>	<u>323.00</u>
<u>Paint touch up on house siding</u>	<u>985.00</u>
<b>TOTALS</b>	<b>1,798.00</b>

Reasons: Fascia board is rotten on the front of the house.  
Homeowner has requested gutter guards because she is not able to clean the gutters.  
The painting of the home was not one of the items that was approved in order to stay within budget, this touch up will cover the areas that need it most.

There shall be:     \$ \_\_\_\_\_ Credit  
                           \$ 1,798.00 Extra Charge  
                           \$ \_\_\_\_\_ No Cost Change

Original Bid:       \$ 12,145.00  
 Change Order Cost: \$ 1,798.00  
 Total Job Cost:    \$ 13,943.00

**Signatures**

Property Owner: Janice Graves  
 Gen. Contractor: Allen Conroy  
 Grantee Rep.: \_\_\_\_\_

## City of Washington 2019 Housing Rehabilitation Program Grant Tracking

#	<u>Property Address*</u>	<u>Contractor</u>	<u>Scope of Work</u>	<u>Grant Amount**</u>	<u>Status</u>
1	632 W. Madison St.	Connerly Construction	Window, gutter/downspout, back & front entry doors, mail chute, reshingle home	\$ 13,943.00	Done
2	725 W. Madison St.		Window replacements, Gutters, Storm doors, Vinyl siding		Out for bid
3	1026 E. 2nd St.				
4	602 E. Washington St.				
5	1115 E. 2nd St.				
6	1005 E. Washington St.	BW Construction	Sidewalk replacement, Foundation repair, Gutters, front porch aluminum trim	\$ 9,100.00	Bid Approved
7	707 E. Washington St.				
8	409 W. Madison St.	BW Construction	Roof, Gutters & Downspouts	\$ 15,000.00	Bid Approved
9	1117 E. Main St.				
			Obligated to Date	\$ 38,043.00	
			Maximum Grant/City Funds Allocated	\$ 151,200.00	

### Properties Not Funded But Eligible\*

- 10 615 E. Washington St.
- 11 319 E. Washington St.
- 12 524 W. Madison St.
- 13 1121 E. Main St.
- 14 509 W. Madison St.
- 15 1117 E. 3rd St.
- 16 1607 E. Washington St.

\* Properties listed in priority of funding based on criteria including qualified income verification, years in home, household size, and elderly or disabled status.

\*\* Maximum grant is \$15,000; final grants subject to change based on invoices for completed work.

Updated as of:

October 11, 2019



*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*

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## **Memorandum**

October 11, 2019

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

From: Brent Hinson   
City Administrator

Re: East Washington Sidewalk Change Order #1 & Project Closeout

We are ready to close out the project, following the approval of the change order. We did end up with added cost versus the original contract due to 3 factors: 1) We ended up a little higher on actual quantities for concrete than was forecast, including the retaining wall at VTI; 2) We put in rebar for certain sections where it was not originally called out; and 3) We had DeLong provide straw waddles along most of the route to prevent soil from being washed into the road and to avoid issues with the DOT. All of these adjustments were necessary for the completion of the best project possible, and we are still under the engineer's estimate at bid time of \$144,726.

It is great to be complete with this project, which I believe was overdue and has been well-received by the public.

# CHANGE ORDER

No. 1

DATE OF ISSUANCE September 25, 2019 EFFECTIVE DATE September 25, 2019

JURISDICTION City of Washington

CONTRACTOR DeLong Construction, Inc.

Contract: East Washington Street

Project: Sidewalk Extension

JURISDICTION's Contract No. \_\_\_\_\_ ENGINEER's Contract No. 5018070

ENGINEER Garden & Associates, Ltd.

You are directed to make the following changes in the Contract Documents:

Description: Increase in quantities, and addition of silt control

Reason for Change Order: Additional Work based on Field Conditions

Attachments: (List documents supporting change) Attachment No. 1

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ <u>125,300.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>-</u> to <u>-</u> : \$ _____
Contract Price prior to this Change Order: \$ <u>125,300.00</u>
Net Increase (Decrease) of this Change Order: \$ <u>16,395.03</u>
Contract Price with all approved Change Orders: \$ <u>141,695.03</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ <span style="font-size: small;">(days or dates)</span>
Net change from previous Change Orders No. _____ to No. _____ : Substantial Completion: _____ Ready for final payment: _____ <span style="font-size: small;">(days)</span>
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ <span style="font-size: small;">(days or dates)</span>
Net Increase (Decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ <span style="font-size: small;">(days)</span>
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ <span style="font-size: small;">(days or dates)</span>

**RECOMMENDED:**

By:   
ENGINEER(Authorized Signature)

Date: 9-26-2019

**APPROVED:**

By: \_\_\_\_\_  
JURISDICTION(Authorized Signature)

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

**ACCEPTED:**

By:   
CONTRACTOR(Authorized Signature)

Date: 9-26-19

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractor of America and the Construction Specifications Institute.

**Attachment 1 to Change Order No. 1**  
**East Washington Street**  
**Sidewalk Extension**  
**Washington, Iowa**

No.	Item	Unit	Estimated Quantity	Unit Price	Actual Quantity	Price Adjustment
	<b>Base Bid</b>					
5.	Curb & Gutter, 2.5' Wide x 6" Thick	LF	65	\$32.00	58.00	-\$224.00
7.	Removal of Driveway	SY	140	\$6.00	167.80	\$166.80
8.	Sidewalk, PCC, 4" Thick	SY	1,243	\$45.00	1,175.40	-\$3,042.00
9.	Sidewalk, PCC, 6" Thick	SY	90	\$55.00	102.40	\$682.00
10.	Detectable Warning	SF	60	\$25.00	67.45	\$186.25
11.	Driveway Paved PCC, 6" Thick	SY	115	\$70.00	205.50	\$6,335.00
12	Curb & Gutter Removal	LF	65	\$11.00	38.00	-\$297.00
15	Combined Concrete Sidewalk & Retaining Wall	CY	21	\$500.00	25.50	\$2,250.00
	Straw Waddles	LF	0	\$2.50	2,195.00	\$5,487.50
	#3 Reinforcing	SF	0	\$1.75	\$2,771.70	\$4,850.48
				<b>Total Adjustment</b>		<b>\$16,395.03</b>

**Original Contract Price \$125,300.00**

**Final Contract Price \$141,695.03**



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

September 26, 2019

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

Re: East Washington Street Sidewalk Extension  
Washington, Iowa  
G&A 5018070

Honorable Mayor and City Council:

I hereby state that the work of the East Washington Street Sidewalk Extension – Washington, Iowa under contract bearing the date of March 19, 2019 by and between the City of Washington (Owner) and DeLong Construction, Inc. (Contractor) has been completed and substantially complies with the terms, conditions and stipulations of the plans and specifications for said improvements.

Respectfully submitted this 26<sup>th</sup> day of September, 2019.

Sincerely,  
**GARDEN & ASSOCIATES, LTD.**

Jack Pope, P.E.

cc: DeLong Construction, Inc.

JP/lm

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

**RESOLUTION ACCEPTING THE 2019 EAST WASHINGTON  
SIDEWALK PROJECT AS COMPLETED**

WHEREAS, the City Council of the City of Washington did award a construction contract to DeLong Construction, Inc. in the amount of \$125,300.00 for the “2019 East Washington Sidewalk Project” (the “Project”); and

WHEREAS, the Project has now been completed in accordance with the plans and specifications; and

WHEREAS, it is necessary for the City Council to formally accept the Project.

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

Section 1. That Final Pay Application #3 is hereby approved in the amount of \$8,594.78.

Section 2. That the construction of the Project is hereby accepted as completed, with a final contract price of \$141,695.03.

Section 3. That retainage for the completion of the Project will be paid 30 days after the date of this Resolution if no claims are filed against the retainage without further action from this Council.

PASSED AND APPROVED, this 15<sup>th</sup> day of October, 2019.

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

ATTEST:

\_\_\_\_\_  
Illa Earnest, City Clerk

**APPLICATION FOR PAYMENT NO. 3 (Final)**

To: City of Washington (JURISDICTION)  
 From: DeLong Construction, Inc. (CONTRACTOR)  
 Contract: East Washington Street  
 Project: Sidewalk Extension  
 JURISDICTION's Contract No.: \_\_\_\_\_ ENGINEER's Project No.: 5018070  
 For Work Accomplished Through the Date of: September 25, 2019

1. Original Contract Price:	\$ 125,300.00
2. Net Change by Change Orders and Written Amendments (+ or -):	\$ 16,395.03
3. Current Contract Price (1 plus 2):	\$ 141,695.03
4. Total Completed and Stored to Date:	\$ 141,695.03
5. Retainage (Per Agreement):	
5% of Completed Work:	_____
5% of Stored Material:	_____
Total Retainage:	\$ -
6. Total Completed and Stored to Date Less Retainage (4 minus 5):	\$ 141,695.03
7. Less Previous Application for Payments:	\$ 133,100.25
8. <b>DUE THIS APPLICATION (6 MINUS 7)</b>	<b>\$ 8,594.78</b>

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from JURISDICTION on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to JURISDICTION at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 9-26-19  
 By: DeLong Construction, Inc. (CONTRACTOR)  
*Jana D. King-Gilbertson*

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9-26-2019  
 By: Garden & Associates, LTD (ENGINEER)  
*Jack Pope*

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: \_\_\_\_\_  
 By: City of Washington (JURISDICTION)

To(OWNER): City of Washington  
 215 E. Washington  
 Washington, IA 52353

From: DeLong Construction, Inc.  
 1320 North 8th Avenue  
 PO Box 488  
 Washington, IA 52353  
 (319) 653-3334

Project: E. Washington St. Sidewalk Ext  
 South Side of 92 - East End  
 Bid Date: 3/13/19  
 Wage Rates are NOT in Effect

Via(Architect/  
 Engineer)

Application No: 3  
 Invoice No: WAS152-3  
 Invoice Date: 9/24/2019  
 Terms: Net 0  
 Due Date: 9/24/2019  
 Period To: 9/24/2019  
 Project No:  
 Contract Date:

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
2195	EXCAVATION, CLASS 10	141 CY	65.00	9,165.00	141	9,165.00	9,165.00	0.00
2	SUBGRADE PREPARATION, 6" THICK	1,920 SY	2.65	5,088.00	1,920	5,088.00	5,088.00	0.00
3	GRANULAR SUBBASE, 6" THICK	170 SY	10.60	1,802.00	170	1,802.00	1,802.00	0.00
4	MANHOLE ADJUSTMENT, MINOR	4 EA	1,000.00	4,000.00	4	4,000.00	4,000.00	0.00
5	CURB & GUTTER, 2.5' WIDE X 6" THICK	65 LF	32.00	2,080.00	58	1,856.00	1,856.00	0.00
6	PCC PAVEMENT SAMPLES AND TESTING	1 LS	2,500.00	2,500.00	1	2,500.00	2,500.00	0.00
7	REMOVAL OF DRIVEWAY	140 SY	6.00	840.00	167.8	1,006.80	1,006.80	0.00
8	SIDEWALK, PCC, 4" THICK	1,243 SY	45.00	55,935.00	1,175.4	52,893.00	52,893.00	0.00
9	SIDEWALK, PCC, 6" THICK	90 SY	55.00	4,950.00	102.4	5,632.00	4,042.50	1,589.50
10	DETECTABLE WARNING	60 SF	25.00	1,500.00	67.45	1,686.25	1,686.25	0.00
11	DRIVEWAY PAVED PCC, 6" THICK	115 SY	70.00	8,050.00	205.5	14,385.00	14,385.00	0.00
12	CURB AND GUTTER REMOVAL	65 LF	11.00	715.00	38	418.00	418.00	0.00
13	TEMPORARY TRAFFIC CONTROL	1 LS	5,000.00	5,000.00	1	5,000.00	5,000.00	0.00
14	HYDRAULIC SEEDING, SEEDING FERTILIZER & MULCH	1 LS	7,500.00	7,500.00	1	7,500.00	7,500.00	0.00
15	COMBINED CONCRETE SIDEWALK & RETAINING WALL	21 CY	500.00	10,500.00	25.5	12,750.00	12,750.00	0.00
16	MOBILIZATION	1 LS	5,000.00	5,000.00	1	5,000.00	5,000.00	0.00
17	RELOCATE SIGNS	5 EA	135.00	675.00	5	675.00	675.00	0.00
CO 1	STRAW WADDLES	2,195 LF	2.50	5,487.50	2,195	5,487.50	5,487.50	0.00
CO 2	#3 REBAR	2,771.7 SF	1.75	4,850.48	2,771.7	4,850.48	4,850.48	0.00
				<u>135,637.98</u>		<u>141,695.03</u>	<u>140,105.53</u>	<u>1,589.50</u>

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

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE OF HEARING ON  
THE ADOPTION OF THE PROPOSED "CODE OF ORDINANCES OF THE CITY OF  
WASHINGTON, IOWA"**

WHEREAS, the City Council has caused to be prepared and filed with the City Clerk copies of the proposed "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA," and,

WHEREAS, an official copy of the proposed "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA," is now on file for public inspection in the office of the City Clerk of Washington, Iowa,

NOW THEREFORE BE IT RESOLVED that a public hearing thereon will be held in the Nicola-Stoufer Room, Washington Free Public Library, 115 W. Washington Street, on the 5<sup>th</sup> day of November, 2019, at 6:00 o'clock p.m., at which time and place the Council will consider arguments for or against the adoption of the proposed "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA," or amendments thereto.

BE IT FURTHER RESOLVED that the Clerk be authorized and directed to cause to be published notice of such hearing one time not less than seven (7) days nor more than twenty (20) days prior to the date herein established for hearing as by law provided.

Passed and approved this 15th day of October, 2019.

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK



## **PUBLIC HEARING NOTICE**

Notice is hereby given that there is now on file for public inspection in the office of the City Clerk of Washington, Iowa, the proposed "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA SUPPLEMENT."

The City Council will meet at 6:00 o'clock p.m. on the 5th day of November, 2019, in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, at which time any citizen of Washington, Iowa, or any other person having an interest in the proposed "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA SUPPLEMENT," may appear and be heard for or against the adoption of the proposed Code of Ordinances or any part thereof.

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Illa Earnest, City Clerk  
CITY OF WASHINGTON, IOWA

*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*

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## **Memorandum**

October 11, 2019

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

From: Brent Hinson  
City Administrator

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

Re: Goal-Setting Process for 2020 & 2021

It is time again for the Council to set the goals for the next fiscal year. This process is useful in gaining consensus on the big picture challenges and opportunities the City is facing, as well as reaching a determination of the appropriate projects and initiatives to accomplish those goals.

This year, I have asked Elizabeth Hansen from Midwest Municipal Consulting, LLC to provide a proposal for facilitation. That proposal is attached. The process would include an in-depth session with the department heads on November 12.

The only thing I'd note is that Jaron and I have been discussing trying to limit our regular meeting agenda on December 3 and doing the facilitated goal-setting session that night.



**Midwest Municipal Consulting, L.L.C.**

October 4, 2019

Executive Recruitment  
•  
Board Effectiveness Training  
•  
Goal Setting and Strategic Planning  
•  
Action Planning  
•  
Capital Improvement Planning  
•  
Equipment Replacement Planning

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

Dear Brent,

It's important for every leadership team to periodically go off-site in a relaxed and positive environment to enhance communication, develop consensus on issues and opportunities, review roles, and build team spirit. This is particularly important when there are new members on the leadership team.

This engagement letter will confirm our recent conversations and provide an agreement basis for my services in connection with the city council's goal setting and strategic planning workshop. It is my understanding that the City desires meeting facilitation assistance scheduled for immediately following the municipal election, for which I am pleased to offer my services.

Enclosed is a proposal for two (2) work sessions; one Teambuilding and Organizational Effectiveness Session for Department Directors and one City Leadership Goal Setting and Strategic Planning Session. I trust the current content and format are in line with your thinking; if not ideal, we can alter accordingly.

Enclosed also is biographic information.

Your signature at the bottom of the proposal will confirm your acceptance of my service and payment details. Please forward a signed copy to me and I will enter an acceptable meeting date on the calendar and begin immediate preparation for your workshop.

I look forward to working with you and the City of Washington. If you have any questions regarding this proposal, please contact me at 515-391-9816.

Respectfully submitted,

*Elizabeth A. Hansen*

Elizabeth A. Hansen,  
ICMA- CM, ICMC, SPHR-CP  
President  
Enc(s)

Primary objectives:

1. To provide the opportunity for all members of the cities leadership team to be part of the planning process
2. To enhance communication and develop renewed team spirit among the participants
3. To review progress being made by the city
4. To discuss changes that are likely to impact the city
5. To develop consensus on issues and opportunities facing the city (1 to 3-year perspective)
6. To develop an updated goals program for the city (1 to 3-year perspective)
7. To develop preliminary action plans for the highest priority goals
8. To review the roles and responsibilities of the City's leadership team
9. To be an educational and enjoyable day

## Contact and Services

Midwest Municipal Consulting, LLC  
Ms. Elizabeth Hansen, President  
1915 79<sup>th</sup> Street  
Windsor Heights, IA 50324

515-391-9816 Office and Cell  
[Ehansen.mmc@gmail.com](mailto:Ehansen.mmc@gmail.com)  
[www.midwestmunicipalconsulting.com](http://www.midwestmunicipalconsulting.com)

A native of the Midwest, Ms. Hansen has over 17 years of experience in local government management, including as City Administrator in Elk Point, South Dakota as well as Jefferson, Nevada and Windsor Heights, Iowa. Her communities benefited from her leadership and proficiency in community visioning and financial planning. These skills, abilities and experiences are vital tools to promote and develop growth in rural and small communities throughout the Midwest. She has a master's in Public Administration from the University of South Dakota and a bachelor's degree in Paralegal Studies from National American University in Sioux Falls, South Dakota.

Hansen was named Manager of the Year in 2014 by the Iowa City/County Management Association, and in 2007 she became the first recipient of the organization's Emerging Leader award. Ms. Hansen is also a Credentialed City Manager from the International City/County Manager's Association (ICMA-CM), Certified Municipal Clerk in the State of Iowa and Certified Human Resource Professional from the National Society of Human Resource Management (SHRM-CP).

Ms. Elizabeth Hansen serves clients by assisting with organizational effectiveness training, short and long-term goal setting, strategic and action planning. Hansen and her team will also assist with capital improvement and equipment replacement planning and a variety of human resource needs, including executive professional searches filling critical leadership positions.

## Professional Fees and Payment Policy

The cost for two (2) workshops is \$3,600. Any additional expenses that are not included in the flat rate is for travel and transportation. Efforts will be made to keep those costs at a minimum.

Fees are payable in two equal payments, with the first payment due at the conclusion of the Department Director Session and the final payment due 10 days upon receipt of the report and invoice.

## Proposed Timeline

A project schedule is typically a 90-day process; however, the Consultant has built public input into the process. Here is a proposed timeline also considering the budget process.

DATE	TASK
October 15, 2019	City Administrator and/or Council to consider proposal and approve contract with Consultant
November 6, 2019	Goal Setting Questionnaires go out to Mayor and Council Members
November 19, 2019	Department Directors Teambuilding and Organizational Effectiveness Workshop
November 22, 2019	Goal Setting Questionnaires due from Mayor and Council Members
November 26, 2019	City Administrator provides compilation of questionnaires to Consultant Compiled list of New Initiatives is released to the Mayor, Council and Public for public input until December 6, 2019.
December 6, 2019	City Administrator provides results of public input to Consultant.
December 10, 2019	City Leadership Workshop
December 12, 2019	Consultant submits report City Administrator prepares Action Plan
December 17, 2019	Board approves Report and Action Plan

If a municipality wanted to eliminate the public input process or extend the input timeframe, an alternative timeline could also be arranged.

## Approval to Proceed

If the above meets with your approval, please sign below, and return one original to me. Thank you.

\_\_\_\_\_  
Brent Hinson, City Administrator

\_\_\_\_\_  
Elizabeth A. Hansen, President  
Midwest Municipal Consulting, LLC

*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*

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**Memorandum**

October 10, 2019

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

From: Brent Hinson  
City Administrator

Re: Disorderly House Ordinance

As discussed in the workshop portion of the last meeting, we are interested in implementing a "disorderly house" ordinance to deal with cases such as the recently resolved situation on West Main. I have prepared a proposed ordinance for 1<sup>st</sup> reading, which is based on an ordinance from Johnston, Iowa that we as a staff liked.

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

**AN ORDINANCE AMENDING CHAPTER 40, PUBLIC PEACE,  
OF THE CODE OF ORDINANCES OF WASHINGTON, IOWA**

**BE IT ORDAINED** by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Add Section.** A new Paragraph 40.06 is adopted as follows:

**“40.06 DISORDERLY HOUSE.**

1. **Definition.** For purposes of this section, the term “disorderly house” shall mean and include any building, house, enclosure, or place in or upon which occurs any of the following prohibited activities:
  - A. Disorderly conduct as defined in Section 40.03.
  - B. Any noise in violation of the provisions set forth in this or any other chapter of this Code of Ordinances.
  - C. The open storage, use, consumption, or distribution of a controlled substance as defined in Chapter 124 of the Code of Iowa, under which possession of such substance would be an offense.
  - D. Gambling in violation of Chapter 99B of the Code of Iowa.
  - E. Dispensing, selling, or consumption of an alcoholic beverage in violation of Chapter 123 of the Code of Iowa.
  - F. Acts of prostitution, pimping, or pandering as defined in Chapter 725 of the Code of Iowa.
  - G. Illegal use of fireworks that an individual, owner, lessee, renter, proprietor, or any other person with control of the real property allows, permits, hosts, consents to, or facilitates the use of.
2. **Disorderly House Prohibited.** No person (individual, owner, lessee, renter, proprietor, or any other person with control of the real property) shall knowingly keep, maintain, operate, or be concerned with keeping, maintaining or operating with the city a disorderly house; nor shall any person knowingly own or be interested as a proprietor or landlord of such a place.
3. **Authority to Restore Order and Disperse; Failure to Disperse.** Upon issuance of a citation for violation of this section, any peace officer of the city shall have the authority to restore order upon the subject premises, up to and including ordering the dispersal of persons from the subject premises. Any

person who fails or refuses to obey and abide by such an order shall be guilty of a violation of this section.

4. Penalty.

- A. Any person violating the provisions of this section shall be deemed guilty of a simple misdemeanor and upon conviction shall be punished in accordance with subsection 1.14 of this Code of Ordinances.
- B. Any repeat violations of this subsection by a property owner or tenant may be considered a municipal infraction and punished in accordance with Chapter 4 of this Code of Ordinances.”

SECTION 2. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

Approved on First Reading: \_\_\_\_\_

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk