



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IA  
TO BE HELD IN THE  
**COUNCIL CHAMBERS**  
**215 E. WASHINGTON STREET**  
AT 6:00 P.M., TUESDAY, May 2, 2023

*To attend the meeting via Zoom go to:*

<https://us02web.zoom.us/j/84413261389?pwd=Sy9VMjg1dHpoYkkwTzFPTy84aUF2dz09>

*Meeting ID: 844 1326 1389*

*Passcode: 6536584*

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, May 2<sup>nd</sup>, 2023 to be approved as proposed or amended.

**Consent:**

1. Council Minutes April 18, 2023
2. East Central Iowa Housing Trust Fund, Local Match Toward the Old Main Facility Project, \$30,000.00
3. FOX Strand Associates, 2021 Washington Water Main Improvements Final Design, \$3,460.00
4. FOX Strand Associates, Downtown Streetscape Study, \$1,075.00
5. FOX Strand Associates, Biosolids Land Application Plan Update, \$5,000.00
6. Garden & Associates, Ltd., Buchanan Street Paving Project, \$3,213.00
7. Garden & Associates, Ltd., Reconstruction of Adams Street, \$3,284.54
8. Gronewold, Bell, Kyhnn & Co. P.C., Audit of Financial Statements for the Year Ended June 30, 2022, \$1,509.98
9. Kevin Olson City Attorney, February and March Legal Services, \$2,412.30
10. UMB, General Obligation Capital Loan Notes Series 2015, \$121,162.50
11. UMB, General Obligation Refunding Bonds Series 2016A, \$161,285.00
12. UMB, General Obligation Refunding Bonds Series 2016B, \$55,431.25
13. UMB, General Obligation Capital Loan Notes Series 2018A, \$327,535.00
14. UMB, LOSST Revenue Bonds Series 2018B, \$129,595.00
15. UMB, General Obligation Capital Loan Notes Series 2020A, \$173,250.00
16. UMB, Taxable General Obligation Capital Loan Notes Series 2020B, \$137,700.00
17. UMB, General Obligation Capital Loan Notes Series 2022, \$179,847.50

18. Veenstra & Kimm, Inc., 2023 Seal Coat Project, \$630.00
19. Veenstra & Kimm, Inc., 12<sup>th</sup> Avenue and Washington Street Intersection Improvements, \$2,171.00
20. Veenstra & Kimm, Inc., Dog Park Storm Sewer, \$542.71
21. Washington County Jail, 2185 Lexington Boulevard, Alternative Nicotine Products, Over-the-Counter (**new**)
22. Department Reports

### **SPECIAL PRESENTATION**

- Nuisance Report

### **SPECIAL EVENT REQUESTS**

- Main Street Washington – Movies on Main 2023
- American Legion Post 29 – Memorial Day Observance in Central Park May 29, 2023
- Washington Farmers Market 2023 – update
- Home Girl Realty Alive After Five – May 23, 2023

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

### **CLAIMS**

- Claims for May 2, 2023

### **NEW BUSINESS**

1. **Public Hearing** FY23 Budget Amendment No. 2
2. Discussion and Consideration of a Resolution Approving FY23 Budget Amendment No. 2
3. **Public Hearing** 2023 Sealcoat Project
4. Discussion and Consideration of a Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs for 2023 Sealcoat Project
5. Discussion and Consideration of a Resolution Awarding 2023 Sealcoat Project
6. Discussion and Consideration of a Resolution Authorizing Tax Abatement Under the Washington Urban Revitalization Plan for Washington, Iowa (6 Circle Drive)
7. Discussion and Consideration of a Resolution Endorsing a Downtown Investment Grant Agreement with Greiner Buildings, Inc.
8. Discussion and Consideration of a Resolution Endorsing a Downtown Investment Grant Agreement with AHECO Holdings
9. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer
10. Discussion and Consideration of a Resolution Approving Entering Into an Engagement Agreement with Ahlers & Cooney, P.C. to Develop a New Urban Renewal Area and a Development Agreement with DW Developments, LLC

11. Discussion and Approval of Pay Application No. 5 Delong Construction for \$136,543.93 for Country Club View Subdivision

### **OLD BUSINESS**

1. Discussion and Consideration and Possible First Reading of Ordinance No. 2023-Vacant Building Code (*tabled*)

### **WORKSHOP**

1. Discussion of Preliminary FY24-28 Capital Improvement Plan Update

### **DEPARTMENTAL REPORTS**

Police Department  
City Attorney  
City Administrator

### **MAYOR & COUNCILPERSONS**

Millie Youngquist, Mayor Pro Tem  
Illa Earnest  
Bethany Glinsmann  
Elaine Moore  
Ivan Rangel  
Fran Stigers

### **ADJOURNMENT**

CITY OF WASHINGTON  
Council Minutes 4-18-2023

The Council of the City of Washington, Iowa, met in Regular Session with Mayor Pro Tem Youngquist calling the meeting to order at 4:33 p.m. on Tuesday, April 18, 2023, at the Water Treatment Plant at 522 North 4<sup>th</sup> Avenue. Motion by Moore, seconded by Earnest, to begin the facility tour, all in favor. Motion carried.

In attendance: Earnest, Moore, Rangel, Youngquist, and City Administrator Deanna McCusker. Water Plant Superintendent Kyle Wellington and Assistant Will Tapken provided a tour of the water treatment plant facility.

Motion by Moore, seconded by Rangel, to recess the meeting at 5:16 p.m. until 6 p.m. at City Hall, all in favor. Motion carried.

The Council of the City of Washington, Iowa, reconvened in the Council Chambers, 215 East Washington Street on Tuesday, April 18, 2023, at 6:00 p.m. Mayor Pro Tem Youngquist in the chair.

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

Motion by Glinsmann, seconded by Moore, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, April 18, 2023, be approved. Motion carried.

Consent:

1. Council Minutes April 4, 2023
2. Bricks & Mortar Foods LLC, Dino's Pizza and Steak House, 109 E. Washington Street, Class C Retail Alcohol License (**new**)
3. JP's 207, 207 West Main Street, Class C Retail Alcohol License, Catering Privilege (**renewal**)
4. The Tipsy Traveler's LLC, 204 South Iowa Avenue, Special 5-Day License May 21-25, 2023, Class C Retail Alcohol License, Outdoor Service Area
5. Department Reports

Motion by Stigers, seconded by Rangel, to approve consent items 1-2 and 4-5. Motion carried.

Moore requested item 3 be considered separately. Motion by Glinsmann, seconded by Earnest, to approve consent item 3. Motion carried 4-2, with Moore and Stigers voting nay.

Mayor Pro Tem Youngquist presented a Mayoral Proclamation in observance of Sexual Assault Awareness Month. Deanna Hansen of the Rape Victim Advocacy Program and Garyn Simpson with Domestic Violence Intervention Program thanked Youngquist and received a copy of the proclamation.

Librarian Jenisa Harris presented a special event request for Washington Public Library summer reading programs in Central Park. Motion by Earnest, seconded by Moore, to approve the special event request for Washington Public Library's summer reading programs in Central Park. Motion carried.

Danielle Pettit-Majewski and Kathy Salazar presented a special event request for 2023 Farmers' Market in Central Park each Thursday May 18<sup>th</sup> through October 19<sup>th</sup>. Motion by Glinsmann, seconded by Rangel, to approve the special event request for the 2023 Farmers' Market. Motion carried.

Pastor Michael Griswold with Marion Avenue Baptist Church presented a special event request for Our Time Youth Conference on May 4, 2023. Motion by Stigers, seconded by Moore, to approve the special event request for the Our Time Youth Conference. Motion carried.

Michelle Redlinger and April Cuddeback with the Washington Chamber of Commerce, via Zoom, presented a special event request for Flightline Live in Central Park on June 3rd, 2023. Motion by Glinsmann, seconded by Moore, to approve the plan as presented for Flightline Live. Motion carried.

Redlinger and Cuddeback presented special event requests for 2024 and 2025 including: Thursday Night Live each Thursday May 30-August 15, 2024, and June 5-August 14, 2025; Spring Craft Fair May 4, 2024, and May 3, 2025; Summer Classic May 31-June 1, 2024, and June 6-7, 2025; and Fall Craft Fair September 14, 2024, and September 13, 2025. Motion by Moore, seconded by Stigers, to approve the 2024 and 2025 special event requests for the Washington Chamber of Commerce. Motion carried.

Presentation from the public: none.

Claims for April 18, 2023 were presented by Finance Director Kelsey Brown.

Motion by Moore, seconded by Stigers, to approve the claims for April 18, 2023. Motion carried.

Brown presented the March 2023 financial report.

Motion by Earnest, seconded by Stigers, to approve the March 2023 financial report. Motion carried.

Motion by Stigers, seconded by Glinsmann, to approve a Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs for 2023 Sealcoat Project. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-030)**

Motion by Glinsmann, seconded by Moore, to approve a Resolution Approving Entering Into a Task Order with FOX Strand for East Sanitary Sewer Interceptor Review and Iowa Renewable Energy (IRE) Consultation. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-031)**

Brown presented Fiscal year 23 Budget Amendment #2. Motion by Earnest, seconded by Rangel, to approve a Resolution Setting a Public Hearing for Fiscal Year 23 Budget Amendment #2 for May 2, 2023 at 6:00 p.m. Roll call on the motion: Ayes: Earnest,

Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried.  
**(Resolution 2023-032)**

Water Treatment Plant Superintendent Kyle Wellington presented information on Well #5 motor repairs.

Well #5 Motor Repair bids received:  
Peerless Well & Pump \$32,060  
Cahoy Pump Service \$37,929.00

Wellington recommended Peerless Well & Pump. Motion by Earnest, seconded by Stigers, to approve the Peerless Well & Pump bid with SME motor for \$32,060. Motion carried.

City Administrator Deanna McCusker introduced an Ordinance Creating Chapter 158, Establishing a Downtown Vacant Building Registration Process. The council discussed and requested a workshop. Motion by Earnest, seconded by Moore, to table the first reading of the Ordinance Creating Chapter 158. Motion carried.

Department reports were presented.

Motion by Glinsmann, seconded by Stigers, that the Regular Session held Tuesday, April 18, 2023, is adjourned at 7:01 p.m. Motion passed unanimously.

Sally Y. Hart, City Clerk

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

# Invoice

Date	Invoice #
4/19/2023	148

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

Description	Amount
LOCAL MATCH TOWARD THE OLD MAIN FACILITY PROJECT	30,000.00
<b>Total</b>	<b>\$30,000.00</b>



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

**Invoice**

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

April 13, 2023  
 Project No: 7046.011  
 Invoice No: 0196124

**Professional Services: March 1, 2023 through March 31, 2023**

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

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

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Project	7046.013	2021 Washington Water Main Improvements- Permitting	
		<b>Total this Project</b>	<b>0.00</b>

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Project	7046.014	2021 Washington Water Main Improvements - Bidding	
<b>Fee</b>			
Total Fee	8,600.00		
Percent Complete	100.00	Total Earned	8,600.00
		Previous Fee Billing	8,600.00
		Current Fee Billing	0.00
		<b>Total Fee</b>	<b>0.00</b>
		<b>Total this Project</b>	<b>0.00</b>



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

Project	7046.016	2021 Washington Water Main Improvements - Property Survey		
<b>Fee</b>				
Total Fee		14,000.00		
Percent Complete		100.00	Total Earned	14,000.00
			Previous Fee Billing	14,000.00
			Current Fee Billing	0.00
			<b>Total Fee</b>	<b>0.00</b>
			<b>Total this Project</b>	<b>0.00</b>

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

Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
<b>Fee</b>				
Total Fee		69,200.00		
Percent Complete		16.00	Total Earned	11,072.00
			Previous Fee Billing	7,612.00
			Current Fee Billing	3,460.00
			<b>Total Fee</b>	<b>3,460.00</b>
			<b>Total this Project</b>	<b>\$3,460.00</b>

Project	7046.019	2021 Washington Water Main Improvements - Post Construction/Record Drawings		
<b>Fee</b>				
Total Fee		7,600.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00

Project	7046.011	Washington Water Main - Final Design	Invoice	0196124
<b>Total Fee</b>				<b>0.00</b>
			<b>Total this Project</b>	<b>0.00</b>

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Project	7046.020	2021 Washington Water Main Improvements - Construction Staking		
			<b>Total this Project</b>	<b>0.00</b>
			<b>Total this Invoice</b>	<b>\$3,460.00</b>

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

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



# PROJECT STATUS REPORT

*2022 Washington Water Main Improvements*

Aspen Business Park | 414 South 17<sup>th</sup> Street, Suite 107 | Ames, Iowa 50010

DATE: April 7, 2023

TO: Deanna McCusker  
City Administrator  
City of Washington  
215 East Washington St.  
Washington, IA 52353

RE: 2022 Washington Water Main Improvements Project  
FOX Strand PN: 7046.011 (3424-20B)

DELIVERY: USPS

ITEMS: March Invoice

**COMMENTS:**

The attached invoice includes work completed for the 2022 Washington Water Main Improvements Project as follows:

**Construction Administration**

1. Development of pay application for Contractor.
2. Shop drawing submittals and review.
3. ROE documents to city staff.

If you have questions or concerns, please contact me.

Thank You,

A handwritten signature in blue ink that reads 'Steven P. Soupir'.

---

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



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

**Invoice**

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

April 13, 2023  
 Project No: 7046.022  
 Invoice No: 0196216

**Professional Services: March 1, 2023 through March 31, 2023**

Project	7046.022	Downtown Streetscape Study		
<b>Fee</b>				
Total Fee		21,500.00		
Percent Complete		100.00	Total Earned	21,500.00
			Previous Fee Billing	20,425.00
			Current Fee Billing	1,075.00
			<b>Total Fee</b>	<b>1,075.00</b>
			<b>Total this Invoice</b>	<b>\$1,075.00</b>

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

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



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

**Invoice**

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

April 13, 2023  
 Project No: 7046.023  
 Invoice No: 0196125

**Professional Services: Beginning of Project through March 31, 2023**

Project	7046.023	Biosolids Land Application Plan Update		
<b>Fee</b>				
Total Fee		5,000.00		
Percent Complete		100.00	Total Earned	5,000.00
			Previous Fee Billing	0.00
			Current Fee Billing	5,000.00
			<b>Total Fee</b>	<b>5,000.00</b>
			<b>Total this Invoice</b>	<b>\$5,000.00</b>

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

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



# PROJECT STATUS REPORT

*Biosolids Land Application Plan*

Aspen Business Park | 414 South 17<sup>th</sup> Street, Suite 107 | Ames, Iowa 50010

DATE: April 10, 2023

TO: Deanna McCusker  
City Administrator  
City of Washington  
215 East Washington St.  
Washington, IA 52353

RE: Biosolids Land Application Plan Update  
FOX Strand PN: 7046.023

DELIVERY: USPS

ITEMS: March Invoice

COMMENTS:

The attached invoice includes work completed for the Biosolids Land Application Plan Update as follows:

**Biosolids Land Application Plan**

1. Correspondence with City Staff.
2. Completed draft plan and submitted to city staff for review.
3. Revised and submitted plan to city, to submit to IDNR.
4. Revised plan based on IDNR comments and submitted final plan to city.

If you have questions or concerns, please contact me.

Thank You,

A handwritten signature in blue ink that reads 'Steven J. Troyer'.

Steven J. Troyer, P.E., BCEE  
Project Manager



# 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

## INVOICE

City of Washington  
P. O. Box 516  
215 East Washington  
Washington, IA 52353

April 25, 2023

Invoice No: 45183

Project 5020201 Washington - Buchanan Street Paving Project.

Client ID# 20040

**Professional Services for the Period: March 17, 2023 to April 20, 2023**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	19.00	160.00	3,040.00	
Surveyor 3	1.50	107.00	160.50	
Totals	20.50		3,200.50	
<b>Total Professional Services</b>				<b>3,200.50</b>

### Unit Billing

GPS Survey Equipment			12.50	
<b>Total Units</b>			<b>12.50</b>	<b>12.50</b>

**Total Project Invoice Amount \$3,213.00**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



# 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

## INVOICE

City of Washington  
P. O. Box 516  
215 East Washington  
Washington, IA 52353

April 25, 2023  
Invoice No: 45182

Project 5019061 Washington - Reconstruction of Adams Street.  
Client ID# 20040

**Professional Services for the Period: March 17, 2023 to April 20, 2023**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	11.50	169.00	1,943.50	
Surveyor 3	5.00	115.00	575.00	
Technician #4	4.75	94.00	446.50	
Totals	21.25		2,965.00	
<b>Total Professional Services</b>				<b>2,965.00</b>

### Unit Billing

Mileage			144.54	
Robot Total Station Equipment			175.00	
<b>Total Units</b>			<b>319.54</b>	<b>319.54</b>

**Total Project Invoice Amount \$3,284.54**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



# Gronewold, Bell, Kyhnn & Co. P.C.

1910 E. 7th Street  
P.O. Box 369  
Atlantic, IA 50022  
712-243-1800

CITY OF WASHINGTON  
215 EAST WASHINGTON ST.  
WASHINGTON, IA 52353

Invoice No. 29777  
Date 03/31/2023  
Client No. 03793

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Audit of financial statements for the year ended June 30, 2022.		\$ <u>14,780.00</u>
	Total For Services	14,780.00
Lodging	\$ 168.00	
Postage, copies and supplies	456.14	
Meals	133.34	
Mileage	<u>272.50</u>	
	Total For Expenses	<u>1,029.98</u>
	Total	15,809.98
	Progress Applied	<u>(14,300.00)</u>
	Current Amount Due	\$ <u>1,509.98</u>

Interest at 18% per annum will be charged on any balance not paid within 30 days of receipt of invoice.

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

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

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April 27, 2023

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

**INVOICE**

For legal services rendered to the City of Washington, Iowa in February and March, 2023

TOTAL HOURS	24.75 hours (reg)
TOTAL MILES	330 miles
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR FEBRUARY AND MARCH, 2023	\$2,412.30



Invoice Date 03/31/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue 0185406592  
CITY OF WASHINGTON  
GENERAL OBLIGATION CAPITAL LOAN  
NOTES SERIES 2015, DTD 7/21/15

Issue Payment Date 06/01/2023

Registered Interest	\$ 21,162.50
Matured Bonds	\$ 100,000.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

**TOTAL DUE** \$ 121,162.50

**Payments by check are due 3 days prior to Issue Payment Date.  
Please return a copy of this notice with your remittance.**

**Unless otherwise specified in bond documents:  
Payments by Fed Funds Wires are due by 11:00 am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.**

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - 0185406592

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - 0185406592

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153686063  
**Email:** DIANA.VANVLEET@UMB.COM



Invoice Date 03/31/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue 0185408820  
WASHINGTON  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2016A

Issue Payment Date 06/01/2023

Registered Interest	\$ 11,285.00
Matured Bonds	\$ 150,000.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

**TOTAL DUE** \$ 161,285.00

**Payments by check are due 3 days prior to Issue Payment Date.  
Please return a copy of this notice with your remittance.**

**Unless otherwise specified in bond documents:  
Payments by Fed Funds Wires are due by 11:00 am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.**

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - 0185408820

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - 0185408820

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153686063  
**Email:** DIANA.VANVLEET@UMB.COM



Invoice Date 03/31/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue 0185408838

WASHINGTON  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2016B

Issue Payment Date 06/01/2023

Registered Interest	\$ 5,431.25
Matured Bonds	\$ 0.00
Called Bonds	\$ 50,000.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00
<b>TOTAL DUE</b>	<b>\$ 55,431.25</b>

**Payments by check are due 3 days prior to Issue Payment Date.  
Please return a copy of this notice with your remittance.**

**Unless otherwise specified in bond documents:  
Payments by Fed Funds Wires are due by 11:00 am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.**

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - 0185408838

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - 0185408838

**Account Officer: DIANA VAN VLEET  
Phone: 5153686083  
Email: DIANA.VANVLEET@UMB.COM**



Invoice Date 03/31/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue 0185417201  
WASHINGTON  
GENERAL OBLIGATION CAPITAL LOAN  
NOTES, SERIES 2018A

Issue Payment Date 06/01/2023

Registered Interest	\$ 27,535.00
Matured Bonds	\$ 300,000.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

**TOTAL DUE** \$ 327,535.00

**Payments by check are due 3 days prior to issue Payment Date.  
Please return a copy of this notice with your remittance.**

**Unless otherwise specified in bond documents:  
Payments by Fed Funds Wires are due by 11:00 am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.**

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - 0185417201

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - 0185417201

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153686063  
**Email:** DIANA.VANVLEET@UMB.COM



Invoice Date 03/31/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue 0185418837  
WASHINGTON  
LOSST REVENUE BONDS  
SERIES 2018B

Issue Payment Date 06/01/2023

Registered Interest	\$ 24,595.00
Matured Bonds	\$ 105,000.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

**TOTAL DUE \$ 129,595.00**

**Payments by check are due 3 days prior to Issue Payment Date.  
Please return a copy of this notice with your remittance.**

**Unless otherwise specified in bond documents:  
Payments by Fed Funds Wires are due by 11:00 am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.**

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - 0185418837

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - 0185418837

**Account Officer: DIANA VAN VLEET  
Phone: 5153686063  
Email: DIANA.VANVLEET@UMB.COM**



Invoice Date 03/31/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue I264

CITY OF WASHINGTON GO CAPITAL  
LOAN NOTES SRS 2020 A  
DATED 3/31/2020

Issue Payment Date 06/01/2023

Registered Interest	\$ 43,250.00
Matured Bonds	\$ 130,000.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

**TOTAL DUE** \$ 173,250.00

**Payments by check are due 3 days prior to Issue Payment Date.  
Please return a copy of this notice with your remittance.**

**Unless otherwise specified in bond documents:  
Payments by Fed Funds Wires are due by 11:00 am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.**

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - I264

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN: DIANA VAN VLEET - I264

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153688063  
**Email:** DIANA.VANVLEET@UMB.COM





Invoice Date 03/31/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue I265

CITY OF WASHINGTON TXBL GO  
CAPITAL LOAN NOTES SRS 2020B  
DATED 3/31/2020

Issue Payment Date 06/01/2023

Registered Interest	\$ 2,700.00
Matured Bonds	\$ 135,000.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00
<b>TOTAL DUE</b>	<b>\$ 137,700.00</b>

**Payments by check are due 3 days prior to Issue Payment Date.  
Please return a copy of this notice with your remittance.**

**Unless otherwise specified in bond documents:  
Payments by Fed Funds Wires are due by 11:00 am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.**

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - I265

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN: DIANA VAN VLEET - I265

**Account Officer: DIANA VAN VLEET  
Phone: 5153688063  
Email: DIANA.VANVLEET@UMB.COM**



Invoice Date 03/31/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
305 S. 3RD STREET  
WASHINGTON IA 50138

Issue I1335

CITY OF WASHINGTON GO CAP LOAN NOTES  
SRS 2022 DTD 9/1/2022

Issue Payment Date 06/01/2023

Registered Interest	\$ 84,847.50
Matured Bonds	\$ 95,000.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

**TOTAL DUE** \$ 179,847.50.

**Payments by check are due 3 days prior to Issue Payment Date.  
Please return a copy of this notice with your remittance.**

**Unless otherwise specified in bond documents:  
Payments by Fed Funds Wires are due by 11:00 am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.**

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - I1335

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - I1335

**Account Officer: DIANA VAN VLEET  
Phone: 5153686063  
Email: DIANA.VANVLEET@UMB.COM**



**VEENSTRA  
& KIMM INC.**  
STATEMENT OF PROFESSIONAL SERVICES

City of Washington  
215 East Washington  
P.O. Box 516  
Washington, IA 52353

April 21, 2023  
Project No: 24616-037  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for 2023 Seal Coat Project:  
**Professional Services from March 19, 2023 to April 15, 2023**  
**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Clerical II	4.00	76.00	304.00	
Engineer II-A	2.00	163.00	326.00	
Totals	6.00		630.00	
<b>Total Labor</b>				<b>630.00</b>
		<b>Total this Invoice</b>		<b>\$630.00</b>



**VEENSTRA  
& KIMM INC.**  
STATEMENT OF PROFESSIONAL SERVICES

City of Washington  
215 East Washington  
P.O. Box 516  
Washington, IA 52353

April 21, 2023  
Project No: 24653  
Invoice No: 5

Project Manager Leland Belding III

Engineering services for 12th Ave & Washington Street Intersection Improvements:

**Professional Services from March 19, 2023 to April 15, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer II-A	2.00	163.00	326.00	
Engineer X	20.50	90.00	1,845.00	
Totals	22.50		2,171.00	
<b>Total Labor</b>				<b>2,171.00</b>
		<b>Total this Invoice</b>		<b>\$2,171.00</b>



**VEENSTRA  
& KIMM INC.**  
STATEMENT OF PROFESSIONAL SERVICES

City of Washington  
215 East Washington  
P.O. Box 516  
Washington, IA 52353

April 21, 2023  
Project No: 24654  
Invoice No: 2

Project Manager Leland Belding III

Engineering services for Dog Park Storm Sewer:  
**Professional Services from March 19, 2023 to April 15, 2023**  
**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer II-A	3.00	163.00	489.00	
Totals	3.00		489.00	
<b>Total Labor</b>				<b>489.00</b>
<b>Reimbursable Expenses</b>				
Travel			53.71	
<b>Total Reimbursables</b>			<b>53.71</b>	<b>53.71</b>
		<b>Total this Invoice</b>		<b>\$542.71</b>

**Instructions on the reverse side**

For period (MM/DD/YYYY) 4 / 1 / 2023 through June 30, 2023

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

**Business Information:**

Trade name/Doing business as: WASHINGTON COUNTY JAIL  
Physical location address: 2185 Lexington Blvd. City: WASHINGTON ZIP: 52353  
Mailing address: 2185 Lexington Blvd. P.O. Box 6 City: WASHINGTON State: IA ZIP: 52353  
Business phone number: 319-653-5902

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP WASHINGTON COUNTY  
Mailing address: 2185 Lexington Blvd. P.O. Box 6 City: WASHINGTON State: IA ZIP: 52353  
Phone number: 319-653-5902 Fax number: 319-863-1002 Email: WPSWEB@wps.co.washington.ia.us.

**Retail Information:**

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

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

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

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

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

Name (please print): Jared Schneider Name (please print): Shawn M Ellington  
Signature: [Signature] Signature: [Signature]  
Date: 03/27/2023 Date: 3-27-2023

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

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

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

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

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

*Millie Youngquist, Mayor Pro Tem  
Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director  
Sally Hart, City Clerk  
Kevin Olson, City Attorney*



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

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City Administrator Report  
May 2, 2023

**Project Updates:**

**Country Club View Subdivision:** The intersection at Nutmeg & South Ave E needs to be done yet, including the culvert. Paving was not done this week as I explained in my email. Right now, it may be decided to do it on Monday, May 1 or Tuesday, May 2.

**East Adams:** Sidewalks have been prepped.

**Water Main:** Project started this past week and the project is going well. They will install the water main and then go back and connect new service lines. They are working 4-10 hour days, Monday through Thursday as to not pay overtime at Davis Bacon wages, which would cost much more.

**Buchanan Street:** The punch list has been reviewed again. There are a few minor items to finish, including reseeding, which will get done by DeLongs. The property owners have been contacted.

**NLW:** Everything done except there is still leaking in a manhole. They are investigating and looking for a resolution without having to dig into the street.

**Trip Hazard Program:** We have been getting a few more phone calls from people wanting more information and explanations. We will be reviewing the specifications and the reason we are doing this program later since there have been some questions/concerns on how it has been done.

**Other updates:** As soon as the plans are finished regarding 12<sup>th</sup> & Hwy 92 Council will review and approve how we move forward with this project. There are additional funding opportunities for this project through the DOT. We are waiting to receive this information. Like I mentioned in my weekly update, we will be reviewing the downtown vacant building ordinance in committee. We are meeting the first time in May 4<sup>th</sup>. Will keep you updated. Working on finalizing new welcome signs through Hotel/Motel. Have received approval for the one on Hwy 1 and finalizing the location for the one on Hwy 92. Kiosk has been ordered for at the wellness center that was included in our grant for the playground. Will be drafting an RFP for fuel since our contract is expired with Cobb. Assisting development services with Jeff taking some vacation days. Will begin to start reviewing zoning fees and the code since it needs to be updated. We are working on getting Schneider Beacon set up and working with our rep to fully use our GIS data collector so hopefully we can use this to help with the lead service lines. We are going to be adding information to our June utility bills, a letter/survey and posts on our website about the lead service inventory.

Meetings attended: GIS Beacon and Schneider zoom meetings, attended a briefing with representatives from both Miller-Meeks and Joni Ernst's offices, WEDG meeting, met with the owner of the building on W Main who had the fire, met with some citizens, met with Lyle Moen, attending the library makers space meeting, nuisance meeting.

Next week's meetings include: Sign meeting, closing for lot 7 for Paws & More, vacant building committee meeting, and Main Street.



# MAINTENANCE & CONSTRUCTION DEPT. REPORT

4-1-23/4-14-23

**STREETS:** Personnel poured 4 yards of concrete along West Buchanan St. Personnel attended a few alleys needing attention. The street sweeper made its way through most of the town. Crews continued to seed areas of previous excavation.

**WATER DISTRIBUTION:** Personnel installed a section of 4 inch PVC and a new 4 inch gate valve located at F Ave-West Main St, to disconnect a fire hydrant. Personnel turned numerous water services back on.

**SEWER COLLECTION:** Personnel flushed terminal manholes and trouble spots using 24,000 gallons of water.

**STORM SEWER COLLECTION:** Personnel N/A

**MECHANIC/SHOP:** Personnel serviced 018 (mounted stop sticks and window unlock stick), 007, Parks Ram, Parks tractor (placed turf tires on), Backhoe (installed new hydraulic line), 311 (air leak repair), PD 306 (alternator, headlight and CV shaft), Park Kubota, took PD 009 to Mincer for warranty work, PD 232, 115 (replaced air tank valve and switched out snow tires) and a few small equipment maintenance.

**OTHER:** Personnel hauled numerous loads of spoil away from the shop. Personnel also hauled rock back to the material storage shed. Personnel responded to 58 One Call Locates. Yard waste pick up continued each Tues/Thurs.

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

**WWTP report  
May 3<sup>rd</sup> , 2023  
Council meeting**

- **After hour alarm and dog call outs –**  
4-13-23 Dog call to Hills Bank @ 10:00 p.m. Dylan  
4-26-23 Dog call to 414 S Ave B @ 6:00 p.m.  
4-26-23 Dog call to 203 E Washington St. @ 7:00p.m. Dylan
  
- **Dept Head meetings –**April 25<sup>th</sup> , May 2<sup>nd</sup> and a one on one April 28<sup>th</sup>
  
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
  
- **Maintenance-**Routine maintenance on the stair screen was preformed.
  
- **Testing-**Regular testing of daily and weekly samples continue.
  
- **Spring cleanup –** Spring cleanup was held at the WWTP on April 22<sup>nd</sup>. Everything went smooth with no problems.
  
- **Yard work-**Mowing and mulching continues around the WWTP. Spraying for weeds and removal of unwanted trees and weeds is ongoing.
  
- **IAWEA-** Parker and Jason will attend the IAWEA region 6 meeting on May 3<sup>rd</sup>.

**Jason Whisler  
4/28/2023 10:30 A.M.**



# Case Report

03/30/2023 - 04/27/2023

Case Date	Main Status	Actions Taken	Method of Warning	Parcel Address	Description
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**Group: Abated**

4/7/2023	Abated	took pics. contacted contractor to have it cleaned up	Emergency Abatement	307 N D AVE	weeds & down tree limbs in backyard

**Group Total: 1**

**Group: Closed**

4/24/2023	Closed		Hanger	715 N 8TH AVE	park on grass, mattresses in back yard, fridge in back yard
4/21/2023	Closed		Hanger	303 E VAN BUREN ST	exercise equipment at curb
4/20/2023	Closed	called landlord	Phone Call	301 E 7TH ST	hot water heater
4/20/2023	Closed	contacted metal scrapper	Hanger	715 E VAN BUREN ST	snow blower at curb
4/20/2023	Closed		Hanger	1303 E 3RD ST	hot water heater
4/20/2023	Closed	contacted metal scrapper	Hanger	621 E 2ND ST	window air conditioner at curb
4/19/2023	Closed		Hanger	509 N B AVE	junk at curb
4/19/2023	Closed	called metal scrapper	Hanger	614 N 2ND AVE	appliance at curb
4/18/2023	Closed		Phone Call	918 E MAIN ST	garbage cans at curb all week
4/17/2023	Closed	called metal scrapper	Verbal Warning	701 W MADISON ST	appliance at curb

4/14/2023	Closed		Hanger	921 N 6TH AVE	indoor furniture outside
4/14/2023	Closed		Hanger	814 N 5TH AVE	junk vehicle
4/14/2023	Closed		Hanger	904 N 5TH AVE	parked on grass
4/13/2023	Closed		Hanger	910 E VAN BUREN ST	junk vehicle on grass
4/10/2023	Closed		Hanger	421 S B AVE	several trash bags in yard
4/10/2023	Closed		Hanger	803 W MADISON ST	mattresses at curb
4/6/2023	Closed		Hanger	1212 E 2ND ST	parked on grass
4/6/2023	Closed		Hanger	427 E JEFFERSON ST	junk at curb
4/6/2023	Closed		Hanger	601 E JEFFERSON ST	indoor furniture outside by garage
4/5/2023	Closed		Verbal Warning	1302 E 2ND ST	trash cans blown into street
4/5/2023	Closed		Hanger	414 E 2ND ST	indoor furniture outside
4/4/2023	Closed	called metal scrapper	Verbal Warning	802 E 15TH ST	appliance at curb
4/4/2023	Closed	mailed letter w/pic on 04/11	Hanger	1517 N MARION AVE	vehicle and trailer parked on grass
4/4/2023	Closed		Hanger	633 W 2ND ST	furniture at curb
3/31/2023	Closed		Email	315 S C AVE	appliance in garage
3/31/2023	Closed		Hanger	305 S C AVE	several trash bags in yard
3/31/2023	Closed	left metal scrappers number	Hanger	712 S C AVE	appliance in driveway
3/31/2023	Closed		Verbal Warning	1405 N 2ND AVE	travel trailer parked on partial grass
3/30/2023	Closed	emailed owner	Email	217 W MAIN ST	glass on sidewalk

3/30/2023	Closed	emailed landlord	Email	106 S B AVE	garbage on back porch

Group Total: 30

Group: Open

4/27/2023	Open		Email	312 E 3RD ST	high grass
4/27/2023	Open		Hanger	302 E 3RD ST	high grass
4/27/2023	Open		Hanger	744 E JEFFERSON ST	high grass
4/26/2023	Open	took pictures	Letter	917 N IOWA AVE	clean up yard
4/26/2023	Open		Hanger	120 MCCREEDY DR	boat on grass
4/26/2023	Open		Email	215 E 15TH ST	grass getting high
4/25/2023	Open	took pictures	Letter	741 E 2ND ST	furniture behind garage & junk vehicle
4/25/2023	Open		Phone Call	920 N 4TH AVE	brush pile knocking over fence into alley
4/25/2023	Open		Hanger	640 S C AVE	appliance in back and junk vehicle parked on grass
4/24/2023	Open		Hanger	1402 E 2ND ST	junk vehicles
4/24/2023	Open		Hanger	1301 E 3RD ST	mowing grass into street
4/24/2023	Open		Hanger	737 S 2ND AVE	parked on grass
4/24/2023	Open		Hanger	801 S IOWA AVE	furniture at curb
4/21/2023	Open	talked to Mike Murphy. He will take care of it. Said it was just yard waste	Verbal Warning	108 E 2ND ST	trash bags in back yard
4/21/2023	Open	sent email 04/27	Hanger	903 S 4TH AVE	appliances in back yard

4/21/2023	Open		Hanger	301 E HARRISON ST	junk at curb
4/20/2023	Open	having fire dept look into fire codes. Took pics		1011 N IOWA AVE	tree branch pile
4/19/2023	Open		Hanger	406 E MAIN ST	mattresses by garage
4/19/2023	Open		Hanger	621 E 2ND ST	boat & vehicle parked on grass. not current license on vehicle
4/19/2023	Open		Phone Call	202 E MAIN ST	trim bushes by alley
4/18/2023	Open		Hanger	633 W MAIN ST	parked on grass
4/18/2023	Open		Hanger	614 N D AVE	indoor furniture outside
4/18/2023	Open		Hanger	1121 E MAIN ST	furniture in back yard
4/17/2023	Open	sent letter to landlord and occupant 4/26	Hanger	603 S B AVE	appliance outside
4/13/2023	Open		Hanger	748 E MAIN ST	mattresses in backyard
4/12/2023	Open	took pictures	Letter	514 N MARION AVE	dog feces
4/12/2023	Open		Hanger	1610 Highland Ave.	junk at curb
4/10/2023	Open		Hanger	408 S MARION AVE	parked on grass
4/10/2023	Open		Hanger	308 W MONROE ST	parked on grass
4/10/2023	Open		Hanger	815 W MADISON ST	parked on grass
4/7/2023	Open	took pictures	Letter	1009 E 2ND ST	junk in backyard
4/5/2023	Open	took pictures	Letter	521 S D AVE	clean up property
4/5/2023	Open	took pictures	Letter	529 S D AVE	clean up property

4/3/2023	Open		Hanger	319 S C AVE	mattresses in yard
3/31/2023	Open	took picture	Letter	312 S D AVE	garbage and mattresses in back yard

**Group Total: 35**

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**Total Records: 66**

**4/27/2023**



# SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact info: Sally Hart, 319-653-6584 ext 131; [sallyhart@washingtioniowa.gov](mailto:sallyhart@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: MOVIES ON MAIN STREET  
Coordinator: JAM MEYER  
Contact Number: 653 3917  
Email Address: Jamamtha@washingtioniowa.org

**2. EVENT INFORMATION**

Event Description: MSW is showing family movies at Central Park Bandstand. Cross-walk sign raised at mid block crossing. Park lights off for duration of film. Use of sound equipment, bandstand  
Days/Dates of Event: June 2, July 7, Aug 4, Oct 7  
Time(s) of Event: (Include Set Up/Tear Down Time) 7-11pm  
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):  
\_\_\_\_\_  
\_\_\_\_\_



Other Requests

- Temporarily park in a "No Parking" area location : \_\_\_\_\_
- Use of City Park (specify park : \_\_\_\_\_  
Electrical Needs: \_\_\_\_\_)
- Walk/Run (attach map of route and indicate streets to be closed)
- Fireworks (specify location :)
- Use of gators/UTV/ATV on City streets
- Parade (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
- Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

- Street barricades
- Emergency "No Parking" Signs
- Traffic cones
- Picnic Tables
- Yield signs for crosswalks
- Garbage/Recycling Barrels
- Street Sweeping following (parades)
- Other (please specify :)

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

- Amplified Sound/Speaker System
- Public Address System
- Recorded/Live Music
- 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: Sam Meyer

Phone: 319 053 3918

7. INSURANCE

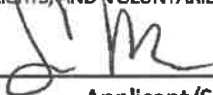
For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events 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.

  
Applicant/Sponsor Signature

4/12/23  
Date

**DEPARTMENT APPROVALS**

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>4/12</u> ✓	City Clerk (Liquor Licenses)	Sally Y. Hart 319-653-6584 ext 131	<a href="mailto:sallyhart@washingtioniowa.gov">sallyhart@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/12</u> ✓	Police Chief	Jim Lester 319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/12</u>	Fire Chief	Brendan DeLong 319-461-3796	<a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/12</u>	Streets	JJ Bell 319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/12</u>	Parks	Nick Pacha 319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:		
	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**

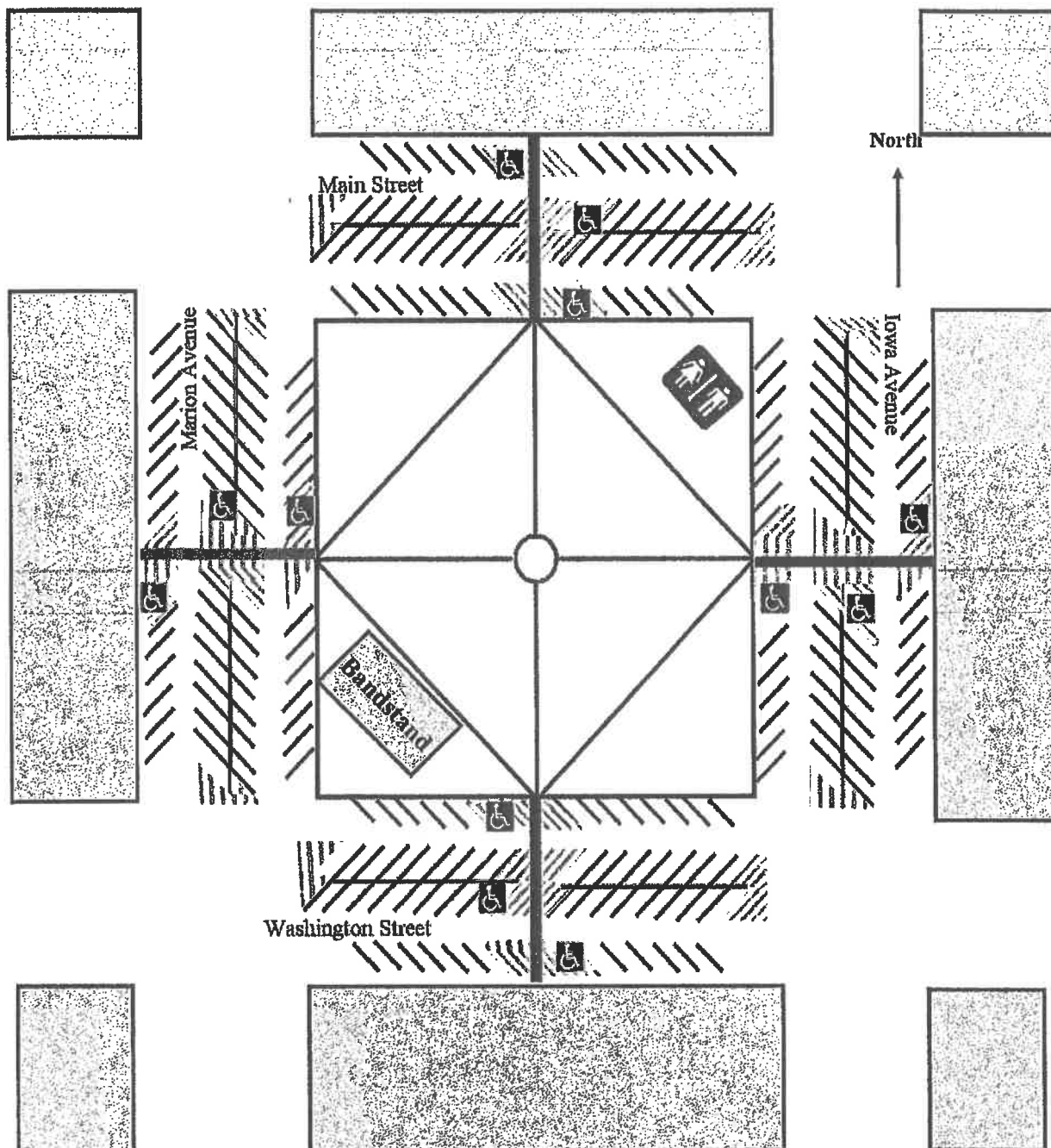
\_\_\_\_\_  
City Clerk Signature

\_\_\_\_\_  
Date of Action

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Horak Insurance 115 E. Washington Street  Washington IA 52353		<b>CONTACT NAME:</b> Erin Leyden <b>PHONE (A/C, No, Ext):</b> (319) 653-2116 <b>E-MAIL ADDRESS:</b> erin@horakinsurance.com		<b>FAX (A/C, No):</b> (888) 361-7576	
<b>INSURED</b> Main Street Washington, Inc 205 W Main St  Washington IA 52353-1722		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A:</b> West Bend Mutual Insurance			15350
		<b>INSURER B:</b> Liberty Mutual Insurance Group			
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** CL22112309894      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			1814659	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b>						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY						PLPAK \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<b>UMBRELLA LIAB</b>						BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OCCUR						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED      RETENTION \$						EACH OCCURRENCE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC5-34S-536477-020	12/01/2022	12/01/2023	PER STATUTE      OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
		<input checked="" type="checkbox"/> Y					E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Washington 215 E Washington Stq  Washington IA 52353	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

Coordinator: Michael D. York (American Legion Post 29)

Contact Number: 319-653-5393 or 319-461-1846

Email Address: mdyork48@yahoo.com

2. **EVENT INFORMATION**

Event Description: Memorial Day service open to the public

Days/Dates of Event: Monday, May 29, 2023

Time(s) of Event: (Include Set Up/Tear Down Time) 9:00 a.m. to 12:00 noon

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.

No Temporarily close a street for a special event (specify street, times, and indicate on map: )

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Other Requests

- Temporarily park in a "No Parking" area location: \_\_\_\_\_
- Use of City Park (specify park : Central Park Electrical Needs: \_\_\_\_\_)
- Use of gators/UTV/ATV on City streets
- Parade (attach map of route and indicate streets to be closed)
- Walk/Run (attach map of route and indicate streets to be closed)
- Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- Fireworks (specify location :)
- Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

- Street barricades
- Yield signs for crosswalks
- Emergency "No Parking" Signs
- Garbage/Recycling Barrels
- Traffic cones
- Street Sweeping following (parades)
- Picnic Tables
- Other (please specify :)
- We would like to use some of the chairs that are stored in the bandstand

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

- Amplified Sound/Speaker System
- Recorded/Live Music
- Public Address System
- If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: Michael D. York

Phone: 319-653-5393, 319-461-1846

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.

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*Michael D. York*

Applicant/Sponsor Signature

4/19/23

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>		
<u>4/19/23</u>	City Clerk (Liquor Licenses)	Sally Hart	319-653-6584 ext 131 <a href="mailto:sallyhart@washingtونيowa.gov">sallyhart@washingtونيowa.gov</a>
	Comments/Restrictions:		
<u>4/19/23</u>	Police Chief	Jim Lester	319-458-0264 <a href="mailto:jlester@washingtونيowa.gov">jlester@washingtونيowa.gov</a>
	Comments/Restrictions:		
<u>4/19/23</u>	Fire Chief	Brendan DeLong	319-863-3332 <a href="mailto:firedept@washingtونيowa.gov">firedept@washingtونيowa.gov</a>
	Comments/Restrictions:		
<u>4/19/23</u>	Streets	JJ Bell	319-653-1538 <a href="mailto:jjbell@washingtونيowa.gov">jjbell@washingtونيowa.gov</a>
	Comments/Restrictions:		
<u>4/19/23</u>	Parks	Nick Pacha	319-321-4886 <a href="mailto:npacha@washingtونيowa.gov">npacha@washingtونيowa.gov</a>
	Comments/Restrictions:		
<u>N/A</u>	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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/28/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Kennedy Insurance Agency Inc 213 S Iowa Ave Washington IA 52353	<b>CONTACT NAME:</b> Nicole Peterson <b>PHONE (A/C No. Ext):</b> 319 653 3883 <b>E-MAIL ADDRESS:</b> kennedyins@outlook.com	<b>FAX (A/C No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> LEON BEATTY POST 29 AMERICAN LEGION 519 W WASHINGTON BLVD WASHINGTON, IA 52353	<b>INSURER A:</b> GRINNELL MUTUAL REINSURANCE COMPANY	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			0000748697	9/7/2022	9/7/2023	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below:    Y/N    N/A						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> City of Washington, Iowa	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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To: Washington City Council

From: Washington Farmer's Market

Date: April 24, 2023

Re: Amendment to Special Event Application

On April 18, 2023, the Washington City Council approved the Washington Farmer's Market Special Event Application for the season of 2023. We are now requesting to amend one piece of that request. Instead of the east side of the square only having a food truck for special events, we are requesting the space every week in order to accommodate vendors' interest.



## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact Info: Sally Hart, 319-653-6584 ext 131; [sallyhart@washingtoniowa.gov](mailto:sallyhart@washingtoniowa.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: Washington Farmer's Market

Coordinator: Sarah Gruenewaldt

Contact Number: 651-707-3431

Email Address: Washington.iamkt@gmail.com

### 2. EVENT INFORMATION

Event Description: Local produce growers, Craft vendors, Bakeries, etc selling in Central Park.

Days/Dates of Event: Every Thursday from 5/18 - 10/19

Time(s) of Event: (Include Set Up/Tear Down Time) 3:30 set up, event 5-7:30

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: Closures for food trucks + special guests; see attached map

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

N/A

Other Requests

- Temporarily park in a "No Parking" area location: See map \_\_\_\_\_ Use of gators/UTV/ATV on City streets
- Use of City Park (specify park: Central Park) \_\_\_\_\_ Parade (attach map of route and indicate streets to be closed)
- \_\_\_\_\_ Electrical Needs: Yes
- \_\_\_\_\_ Walk/Run (attach map of route and indicate streets to be closed) \_\_\_\_\_ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- \_\_\_\_\_ Fireworks (specify location :) \_\_\_\_\_ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

- \_\_\_\_\_ Street barricades \_\_\_\_\_ Yield signs for crosswalks
- \_\_\_\_\_ Emergency "No Parking" Signs \_\_\_\_\_ Garbage/Recycling Barrels
- Traffic cones \_\_\_\_\_ Street Sweeping following (parades)
- \_\_\_\_\_ Picnic Tables \_\_\_\_\_ Other (please specify :)

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

- Amplified Sound/Speaker System \_\_\_\_\_ Recorded/Live Music
- \_\_\_\_\_ Public Address System \_\_\_\_\_ If so: BMI/ASCAP License obtained?

*\* Local artist permission granted; no ASCAP*

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

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

**8. AGREEMENT**

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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.

*[Handwritten Signature]*

Applicant/Sponsor Signature

*4/12/23*

Date

**DEPARTMENT APPROVALS**

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>4/12/23</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131 <a href="mailto:sallyhart@washingtioniowa.gov">sallyhart@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/13/23</u>	Police Chief	Jim Lester	319-458-0264 <a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/13/23</u>	Fire Chief	Brendan DeLong	319-461-3796 <a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/13/23</u>	Streets	JJ Bell	319-653-1538 <a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/13/23</u>	Parks	Nick Pacha	319-321-4886 <a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/13/23</u>	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**

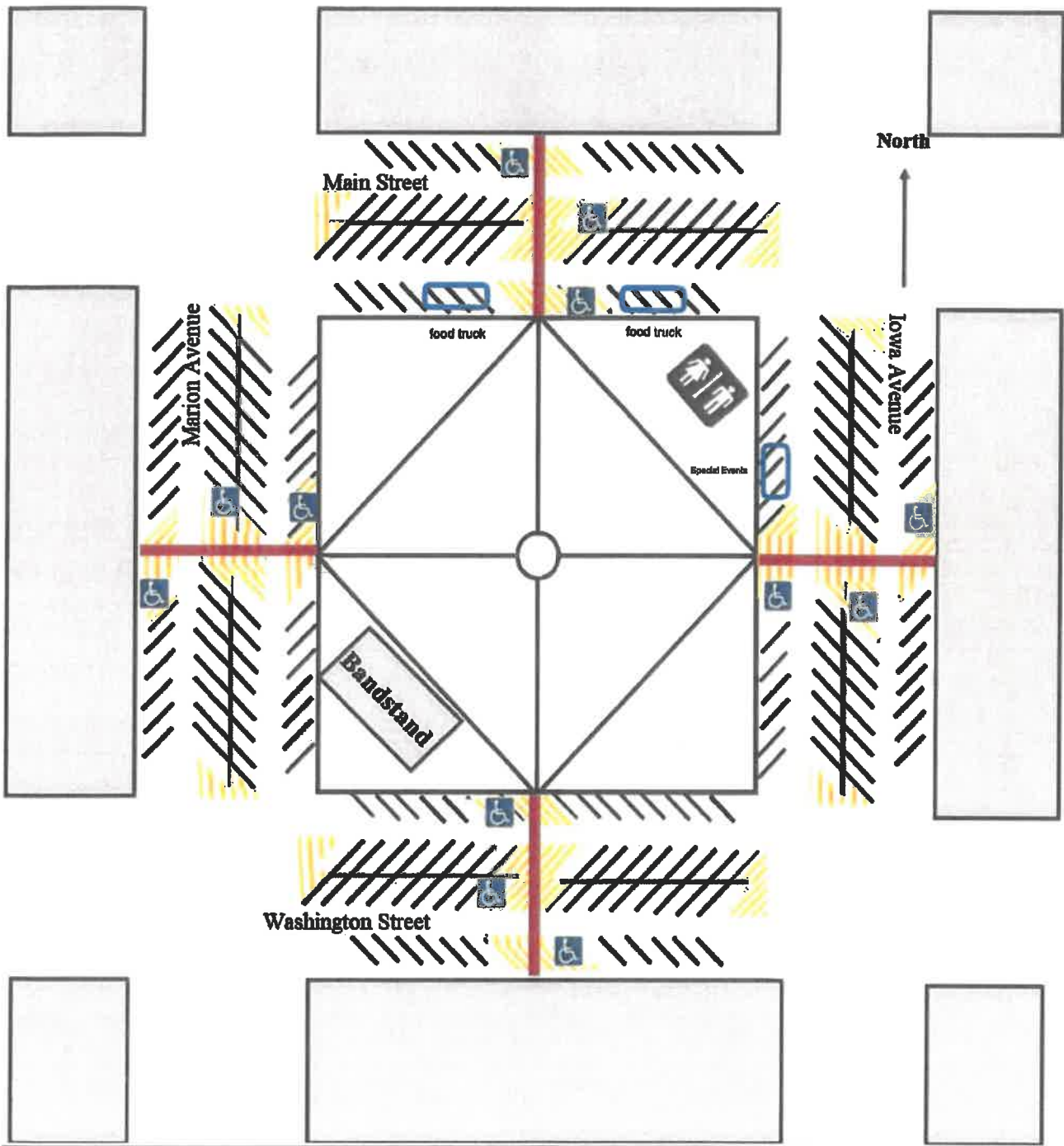
City Clerk Signature

Date of Action

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

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

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





FARM BUREAU FINANCIAL SERVICES  
 Farm Bureau Property & Casualty Insurance Company  
 5400 University Avenue West Des Moines, IA 50266-5907

**COMMERCIAL POLICY PLUS™  
 GENERAL LIABILITY COVERAGE PART**

Policy Number CPP 6054680 06      Policy Period From 04/10/2023 To 04/10/2024  
 Renewal of CPP 6064890      12:01 A.M. Standard Time at the Named Insured's Address  
 Transaction RENEWAL DECLARATION      Customer #: 000134562

Named Insured and Address      Agent      0028169  
 SHEPHERD, BOB      ANN C WILLIAMS  
 DBA: WASHINGTON FARMERS MARKET      121 N IOWA AVE  
 205 W MAIN ST      WASHINGTON IA 52353  
 WASHINGTON IA 52353 1722      Telephone: 319-653-2232

Description      Type      Audit Period  
 FARMERS MARKET      INDIVIDUAL      ANNUAL

**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.**

**LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-Completed Operations)	\$ 2,000,000
Products - Completed Operations Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Medical Expense Limit, any one person	\$ 5,000
Damage to Premises Rented to You	\$ 100,000

**AMENDED LIMITS OF LIABILITY**  
 Refer to attached schedule, if any.

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**  
 Refer to attached schedule.

**CLASSIFICATIONS**  
 Refer to attached schedule.

TERRORISM PREMIUM	\$ 0.00
<b>TOTAL PREMIUM FOR THIS COVERAGE PART</b>	<b>\$ 300.00</b>

**Forms and Endorsements Applicable to this Policy**  
 See Forms and Endorsements Schedule

These Declarations together with the common policy conditions, coverage part declarations, coverage part coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.



## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact info: Sally Hart, 319-653-6584 ext 131; [sallyhart@washingtoniowa.gov](mailto:sallyhart@washingtoniowa.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: Home Girl Realty Alive After Fire  
Coordinator: Melissa Westphal  
Contact Number: 319-461-2390  
Email Address: melissa@homegirlrealtyia.com

### 2. EVENT INFORMATION

Event Description: Ribbon Cutting and Alive After Fire to celebrate the grand opening of Home Girl Realty.

Days/Dates of Event: Tuesday, May 23rd

Time(s) of Event: (Include Set Up/Tear Down Time) 1:00-9:00PM

Event Location: 204 S. Iowa Ave

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Other Requests**

- Temporarily park in a "No Parking" area location : \_\_\_\_\_
- Use of City Park (specify park : \_\_\_\_\_ Electrical Needs: \_\_\_\_\_
- Use of gators/UTV/ATV on City streets
- Parade (attach map of route and indicate streets to be closed)
- Walk/Run (attach map of route and indicate streets to be closed)
- Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- Fireworks (specify location :)
- Other (please specify :)

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

- Street barricades
- Yield signs for crosswalks
- Emergency "No Parking" Signs
- Garbage/Recycling Barrels
- Traffic cones
- Street Sweeping following (parades)
- Picnic Tables
- Other (please specify :)

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

- Amplified Sound/Speaker System
- Recorded/Live Music
- Public Address System
- If so: BMI/ASCAP License obtained?

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

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

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

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

**7. INSURANCE**

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

Certificate of Insurance provided and accepted  Certificate of Insurance not required



**8. AGREEMENT**

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

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

*Melissa Westphal*

*04/25/23*

Applicant/Sponsor Signature

Date

**DEPARTMENT APPROVALS**

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>04/26/23</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131 <a href="mailto:sallyhart@washingtioniowa.gov">sallyhart@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>04/26/23</u>	Police Chief	Jim Lester	319-458-0264 <a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>04/26/23</u>	Fire Chief	Brendan DeLong	319-461-3796 <a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a>
	Comments/Restrictions:		
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	Comments/Restrictions:		
	Parks	Nick Pacha	319-321-4886 <a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:		
	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**

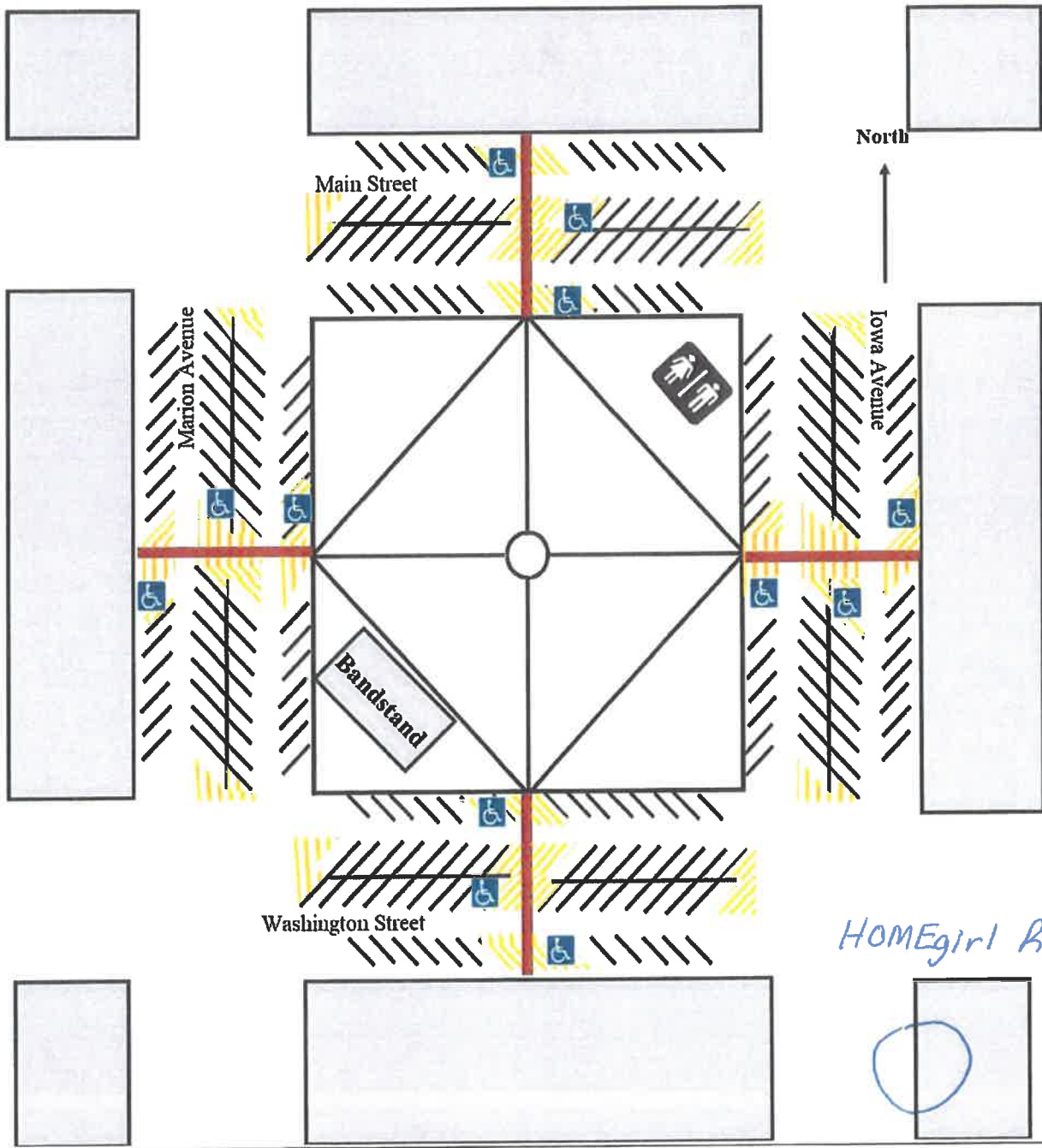
City Clerk Signature

Date of Action

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

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

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



*HOMEgirl Realty*



# Business Binder-Receipt

State Farm Fire and Casualty Company  
A stock company with home offices in Bloomington, IL

Policy Type — Business Insurance

**Policy number:** 95-CL-Q443-5

**Effective date:** April 19, 2023

## PRIMARY NAMED INSURED

**Prepared for:** HOME GIRL REALTY LLC

204 S IOWA AVE

WASHINGTON, IA 52353-1736

## POLICY PREMIUM

**Total annual premium:** \$441.00

## SECTION I - PROPERTY

Location number	Location of Described Premises	Limit of Insurance Coverage A Building	Limit of Insurance Coverage B Business Personal Property
001	204 S Iowa Ave Washington IA 52353-1736	No Coverage	\$40,000 Replacement Cost

## SECTION II - LIABILITY

Coverage	Limits
Coverage L - Business Liability Per Occurrence	\$1,000,000
Coverage M - Medical Expenses Each Person	\$5,000

Aggregate Limits	Limits
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

## DEDUCTIBLES

Section I Deductibles	Amount
Policy Deductible	\$1,000

## ADDITIONAL ENDORSEMENTS

**Inland Marine — Computer Property**

Computer hardware/software limit: \$25,000

Loss of income and extra expense limit: \$25,000  
Deductible: \$500

### Your State Farm Agent

**John Korschgen**

301 S Iowa Avenue

Washington, IA 52353-1747

**Bus:** 319-653-9050 ext.

**Email:** john.korschgen.vabysc@statefarm.com

**BINDER:** State Farm® will provide coverage to the applicant and his or her legal representative on the property described for up to ninety (90) days from the Effective Date, subject to all terms and conditions of the policy and endorsements for which application has been made. If no Effective Date is indicated, this Binder does not provide any coverage. This Binder will be void when the declarations page is issued on the policy for which application has been made or when coverage under this Binder is canceled in accordance with policy provisions.

The premium due State Farm for the coverage provided by this Binder will be the full annual premium for the policy for which the application has been made, and will be pro-rated for the length of time coverage is provided under this Binder.

If coverage in this Binder replaces coverage in other policies terminating at 12 Noon (Standard Time) on the inception date of this Binder, this Binder will be effective at 12 Noon (Standard Time) instead of 12:01 a.m. Standard Time.

**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
MAY 2, 2023**

<b>POLICE</b>	ADAM, SETH	MEAL REIMBURSEMENT	8.40
	ALLIANT ENERGY	ALLIANT ENERGY	843.33
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	304.46
	ARNOLD MOTOR SUPPLY	PARTS	1566.24
	CAPITAL ONE	ILEA- SUPPLIES	115.59
	CAPPER CHRYSLER DODGE JEEP RAM	AC RECHARGE	329.30
	CUSTOM IMPRESSIONS INC	UNIFORMS - HILL	156.34
	MARCO TECHNOLOGIES LLC.	COPIER PRINT LEASE	398.08
	WASHINGTON LUMBER	SHELF MATERIAL	133.55
		<b>TOTAL</b>	<b>3855.29</b>
	<b>FIRE</b>	ACE ELECTRIC. INC	GENERATOR SERVICE
ALLIANT ENERGY		ALLIANT ENERGY	1897.50
AMAZON CAPITAL SERVICES		PRINTER CABLE	24.98
ARMSTRONG HEATING & AIR CONDITIONING I		PRESSURE WASHER REPAIR	395.00
CINTAS CORP LOC. 342		TOWEL SERVICE	87.87
FELD FIRE		FOAM	425.00
GALLS LLC		SHIRTS	190.99
TOYNE INC		PART	63.20
VISA-TCM BANK, N.A.		OFFICE SUPPLIES	25.12
		<b>TOTAL</b>	<b>3433.03</b>
<b>EMS</b>		COBB OIL CO., INC-BP ONE TRIP	FUEL
		<b>TOTAL</b>	<b>18.30</b>
<b>DEVELOPMENT SERVICES</b>	ARNOLD MOTOR SUPPLY	PARTS	71.99
	FARRIER, KELLY	YARD CLEANUP ABATEMENT	280.00
		<b>TOTAL</b>	<b>351.99</b>
<b>LIBRARY</b>	BAKER & TAYLOR	LIBRARY MATERIALS	536.83
	BRAUM, JAMES	WRITERS WORKSHOP	40.00
	CAPITAL ONE	SUPPLIES	111.27
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	189.00
	VISA-TCM BANK, N.A.	POSTAGE & COMPUTER FEES	484.18
		<b>TOTAL</b>	<b>1361.28</b>
<b>PARKS</b>	ALLIANT ENERGY	ALLIANT ENERGY	951.09
	ARNOLD MOTOR SUPPLY	PARTS	189.42
	BLUE MOON SATELLITES, LLC	PORTABLE TOILETS	465.00
	COBB OIL CO., INC-BP ONE TRIP	FUEL	60.80
	MIDWEST TREE SERVICE INC.	SQUARE FOUNTAIN- COVER OFF	500.00
	STOUT COMPANIES	GRASS SEED/FERTILIZER/SPRAY	4142.50
	VISA-TCM BANK, N.A.	PICKLE BALL NETS	298.00
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	46.49
	WASHINGTON LUMBER	LUMBER	141.47
	WASHINGTON RENTAL	SHARPEN CHAIN SAW	30.48
		<b>TOTAL</b>	<b>6825.25</b>
<b>CEMETERY</b>	ALLIANT ENERGY	ALLIANT ENERGY	296.96
	AMAZON CAPITAL SERVICES	PLANNER	12.95
	BIG COUNTRY SEEDS	GRASS SEED	562.50
	CHEMSEARCH FE	WASP NEST KILLER/REPELLANT	338.13
	VISA-TCM BANK, N.A.	SUPPLIES	91.51
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	29.45

	WASHINGTON DISPOSAL LLC.	DISPOSAL FURNITURE	46.73
	WASHINGTON LUMBER	MATERIAL FOR BATHROOM	147.02
		<b>TOTAL</b>	<b>1525.25</b>
<b>FINANCIAL ADMIN</b>	ALLIANT ENERGY	ALLIANT ENERGY	1475.83
	ACCESS SYSTEMS	COPIER MAINTENANCE & COPIE	858.45
	ACE ELECTRIC. INC	GENERATOR SERVICE	323.37
	AMAZON CAPITAL SERVICES	BATTERIES/ADAPTER	49.76
	BROWN, KELSEY	MILEAGE REIMBURSEMENT	163.75
	CINTAS CORP LOC. 342	RUG SERVICE	55.55
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE	154.98
	IAMU - IA ASSOC MUNICIPAL UTILITIES	ISEP TRAINING-2ND QTR	1626.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	360.00
	VISA-TCM BANK, N.A.	ZOOM FEE & ADOBE SOFTWARE	230.44
	WASH CO RECORDER	RECORDING FEES	167.00
		<b>TOTAL</b>	<b>5465.13</b>
<b>AIRPORT</b>	ALLIANT ENERGY	ALLIANT ENERGY	886.97
	CLOUDBURST 9	INTERNET	87.09
	ERPELDING, KEVIN	MILEAGE REIMB- AIRPORT CON	181.00
	MARIE ELECTRIC INC.	PHOTO CELL & BULB	400.86
	TITAN AVIATION FUELS	JET FUEL	9364.28
	VISA-TCM BANK, N.A.	COMPUTER MONITOR & INK CAR	266.19
		<b>TOTAL</b>	<b>11186.39</b>
<b>ROAD USE</b>	ARNOLD MOTOR SUPPLY	PARTS	664.27
	CHEMSEARCH FE	SUPPLIES	128.51
	COBB OIL CO., INC-BP ONE TRIP	FUEL	57.78
	DOUDS STONE LLC	ROADSTONE	2475.44
	HIWAY SERVICE CENTER	PARTS	228.62
	IDEAL READY MIX	MAIL BOX PAD	686.00
		<b>TOTAL</b>	<b>4240.62</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	280.86
	FIKES RENOVATIONS	LIGHT REPAIR-S IOWA & MAIN	236.12
		<b>TOTAL</b>	<b>516.98</b>
<b>HOTEL/MOTEL TAX</b>	VISA-TCM BANK, N.A.	WEB SERVICES	139.00
		<b>TOTAL</b>	<b>139.00</b>
<b>INDUSTRIAL DEVELOP</b>	WASH CO RECORDER	RECORDING	175.20
	WASH TITLE & GUARANTY CO	TITLE WORK	500.00
	WEDG	LOT #7 SALE	6500.00
		<b>TOTAL</b>	<b>7175.20</b>
<b>MUNICIPAL BAND</b>	ARNOLD MOTOR SUPPLY	BAND TRAILER PART	31.07
		<b>TOTAL</b>	<b>31.07</b>
<b>TREE COMMITTEE</b>	ANDREWS, CYRUS	SERVICE	1000.00
	FORREST KEELING NURSERY	TREES FOR GIVEAWAY	1628.00
	KELLY TREE FARM	TREES FOR GIVEAWAY	1405.00
		<b>TOTAL</b>	<b>4033.00</b>
<b>PARK GIFT</b>	HIGHLAND PRODUCTS GROUP, LLC	ALUMINUM BENCH	700.00
		<b>TOTAL</b>	<b>700.00</b>

<b>LIBRARY GIFT</b>	AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	474.92	
	BAKER & TAYLOR	LIBRARY MATERIALS	1518.61	
	BLACKSTONE PUBLISHING	AUDIOBOOKS	34.95	
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	75.17	
	DEMCO INC	PROGRAM SUPPLIES	435.33	
	LIBRARY FURNITURE INTERNATIONAL, INC	PICTURE BOOK SHELVING	293.00	
	STAPLES BUSINESS ADVANTAGE	SUPPLIES	219.68	
	VISA-TCM BANK, N.A.	TRAINING	400.00	
		<b>TOTAL</b>	<b>3451.66</b>	
<b>WATER PLANT</b>	ACE ELECTRIC. INC	GENERATOR SERVICE	1128.61	
	ALLIANT ENERGY	ALLIANT ENERGY	436.17	
	FERGUSON WATERWORKS# 2516	METER & SUPPLIES	3207.82	
	IGRAPHIX, INC	AUTO PAY FORMS	160.00	
	ION ENVIRONMENTAL SOLUTIONS	LAB TESTING	155.00	
	POSTMASTER	BULK MAILING WATER BILLS	1130.39	
	STREFF, ROSE	MILEAGE REIMB	6.55	
	SUMMIT FIRE PROTECTION	PRINKLER INSPECTION	365.00	
	VISA-TCM BANK, N.A.	TRAINING & OPERATOR CERT F	172.29	
		<b>TOTAL</b>	<b>6761.83</b>	
<b>WATER DISTRIBUTION</b>	ACE ELECTRIC. INC	GENERATOR SERVICE	441.49	
	ALLIANT ENERGY	ALLIANT ENERGY	45.67	
	ARNOLD MOTOR SUPPLY	PARTS	35.35	
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	40.64	
	CUSTOM IMPRESSIONS INC	BALL CAPS & -TSHIRTS	691.12	
	IOWA ONE CALL	SERVICE	111.60	
	JOHN DEERE FINANCIAL	HOODIE	64.99	
	WASHINGTON LUMBER	DRILL BITS	24.44	
		<b>TOTAL</b>	<b>1455.30</b>	
<b>SEWER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	11499.53	
	ACE ELECTRIC. INC	GENERATOR SERVICE	407.47	
	ALLIANT ENERGY	ALLIANT ENERGY	19.69	
	AMAZON CAPITAL SERVICES	SAFETY VESTS	47.92	
	CUSTOM IMPRESSIONS INC	SHIRTS FOR STAFF	344.00	
	DETECTION INSTRUMENTS CORPORATION	H2S METER CALIBRATION	364.38	
	IGRAPHIX, INC	H2S METER SHIPPING	19.98	
	MINCER FORD	TRUCK REPAIR	739.29	
	VISA-TCM BANK, N.A.	LAB SUPPLIES/TRAINING	582.96	
		<b>TOTAL</b>	<b>14025.22</b>	
<b>SEWER COLLECTION</b>	ARNOLD MOTOR SUPPLY	PARTS	71.27	
	HI-LINE INC	DUMP TRUCK PARTS	693.64	
	HIWAY SERVICE CENTER	PARTS	44.73	
	IDEAL READY MIX	FILL IN ABANDONED STORM SE	1078.00	
	O'REILLY AUTOMOTIVE INC	NEW TONER	14.99	
	SCHIMBERG CO.	SEWER SUPPLIES	735.29	
	WELLINGTON, EARL	TOOLS	337.50	
		<b>TOTAL</b>	<b>2975.42</b>	
	<b>SANITATION</b>	WASH CO HUMANE SOCIETY	APRIL COLLECTIONS	346.00
WEIKERT IRON & METAL		APPLIANCES SPRING CLEANUP	168.00	
		<b>TOTAL</b>	<b>514.00</b>	
	<b>TOTAL</b>	<b>80041.21</b>		

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of WASHINGTON  
Fiscal Year July 1, 2022 - June 30, 2023

The City of WASHINGTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

**Meeting Date/Time:** 5/2/2023 06:00 PM

**Contact:** Kelsey Brown

**Phone:** (319) 653-6584 ext: 122

**Meeting Location:** City Council Chambers, 215 E. Washington Street, Washington, Iowa 52353

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,984,796	0	3,984,796
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,984,796	0	3,984,796
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	501,810	0	501,810
Other City Taxes	6	1,070,561	250,000	1,320,561
Licenses & Permits	7	106,225	0	106,225
Use of Money & Property	8	256,673	25,184	281,857
Intergovernmental	9	5,801,003	540,525	6,341,528
Charges for Service	10	5,566,555	70,000	5,636,555
Special Assessments	11	25,000	0	25,000
Miscellaneous	12	829,980	14,983	844,963
Other Financing Sources	13	4,512,768	97,921	4,610,689
Transfers In	14	8,530,825	365,000	8,895,825
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>31,186,196</b>	<b>1,363,613</b>	<b>32,549,809</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	2,472,116	48,771	2,520,887
Public Works	17	1,297,389	0	1,297,389
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,283,604	0	1,283,604
Community and Economic Development	20	190,806	0	190,806
General Government	21	1,505,863	138,218	1,644,081
Debt Service	22	1,462,473	45,321	1,507,794
Capital Projects	23	7,856,426	230,722	8,087,148
Total Government Activities Expenditures	24	16,068,677	463,032	16,531,709
Business Type/Enterprise	25	8,504,561	125,000	8,629,561
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>24,573,238</b>	<b>588,032</b>	<b>25,161,270</b>
Transfers Out	27	8,530,825	365,000	8,895,825
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>33,104,063</b>	<b>953,032</b>	<b>34,057,095</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-1,917,867</b>	<b>410,581</b>	<b>-1,507,286</b>
Beginning Fund Balance July 1, 2022	30	6,427,303	0	6,427,303
<b>Ending Fund Balance June 30, 2023</b>	<b>31</b>	<b>4,509,436</b>	<b>410,581</b>	<b>4,920,017</b>

**Explanation of Changes:** Capital projects expenses, increased fuel, utility costs, repair costs. Increased projected LOST revenue and associated expenses/transfers, debt cost of issuance



<u>Previously Approved Projects/Purchases</u>	<u>RV Source</u>
<u>Capital Projects</u>	
301 - S 12th Traffic Signals	
308 - Industrial Development	Transfer In from RUT
308 - Industrial Development	97,920.53 Sale of real property
308 - Industrial Development	2,805.00
315 - Residential Development	1,108.00
315 - Residential Development	5,691.00
317-ARPA	89,837.00
	4,184.00 Bell Land Rent
	13,983.00 Alliant Rebate - NLW
	561,525.00 ARPA - \$540,525/\$21,000 Interest

Previously Approved Projects/Purchases

Other expenses

001 - General Fund (Police)	6230	9,738.03
001 - General Fund (Police)	6181	4,232.95
001 - General Fund (Police)	6332	6,000.00
001 - General Fund (Police)	6331	12,000.00
001 - General Fund (Police)	6371	2,000.00
001 - General Fund (Police)	6499	600.00
001 - General Fund (Fire)	6310	1,200.00
001 - General Fund (Fire)	6331	4,000.00
001 - General Fund (Fire)	6371	7,500.00
001 - General Fund (Fin Admin)	6492	57,500.00
001 - General Fund (Fin Admin)	6499	2,218.00
001 - General Fund (Fin Admin)	6414	4,500.00
001 - General Fund (Fin Admin)	6371	4,500.00
001 - General Fund (Fin Admin)	6373	4,500.00
121 - LOST		
145 - Housing Rehab	6799	65,000.00
200 - Debt Service	2092-6853	45,321.36
541 - Police Furniture	6599	1,500.00
600 - Water Plant	6350	40,000.00
610 - Sewer Collection	6507	10,000.00
670 - Sanitation	6372	5,000.00
670 - Sanitation	6499	70,000.00

<u>Total</u>		<u>\$588,032.34</u>
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\$998,612.53

<u>Transfers (Included Above)</u>	<u>Out Amount</u>	<u>To</u>	<u>In Amount</u>	<u>Purpose</u>
LOST	250,000.00	General Fund	57,500.00	Minibus
		Capital Equipment	192,500.00	Capital Equipment
LMI - TIF	65,000.00	Housing Rehab	65,000.00	Home Rehab Block Pilot Program
RUT	50,000.00	Capital Projects	50,000.00	S 12th Traffic Signals

\$953,032.34

\$1,363,612.53

- Other Notes
- Engineering Costs
  - Farm operating expenses
  - Property taxes
  - Lot sale expenses
  - Property taxes
  - Bell Land Concept/Urban Renewal Amendments
  - Parkside lift station

Other Notes

- Academy cost for Officer Schneider
- Uniform expense for Officer Schneider
- Repairs for Durangos
- Increased fuel costs
- Increased utility costs
- Towing abandoned vehicles
- Building Maintenance
- Increased fuel costs
- Increased utility costs
- 25% of additional LOST revenue projected
- Special election costs
- Increased printing and publishing expenses
- Increased utility costs
- New phone system for entire City Hall building
- Home Rehab Block Pilot Program
- GO bond costs of issuance
- Training laptop
- Well #5 Motor
- Operation Supplies - Dog Park "Creek"
- Spring Cleanup
- Other Contractual Services - Johnson County Refuse

## **PUBLIC NOTICE**

### **NOTICE SETTING TIME AND PLACE OF PUBLIC HEARING ON THE 2023 SEAL COAT PROJECT**

Public Notice is hereby given that the City Council of the City of Washington, Iowa will hold a public hearing to hear comments on the specifications, form of contract, and cost estimate for the proposed 2023 Seal Coat Project. The project will be located on various streets throughout the town. Said hearing will be held in the City Council Chambers, Washington, Iowa, on May 2, 2023 at 6:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

Sally Y. Hart, City Clerk

**RESOLUTION 2023-**

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATE OF COSTS FOR THE 2023 SEALCOAT PROJECT**

WHEREAS, Veenstra & Kimm has prepared plans, specifications, form of contract and estimate of cost for the improvement of certain public streets described in general as “2023 Sealcoat Project”; and,

WHEREAS, notice of public hearing on plans, specifications, form of contract, and estimate of cost for said improvement was published on April 13, 2023 required by law.

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

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

PASSED AND APPROVED this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

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



# THE CITY OF WASHINGTON

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

**SPECIFICATIONS & CONTRACT DOCUMENTS**

**2023 Sealcoat Project**



# THE CITY OF WASHINGTON

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

## SPECIFICATIONS & CONTRACT DOCUMENTS

### 2023 Sealcoat Project

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

Signed:

Date:

03-27-2023

Leland J. Belding, III  
Iowa License No. 15046  
My license renewal date is December 31, 2023



Detailed parts covered by this seal:

ALL

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

TC-213 – Lane Closure with Flaggers

## CITY OF WASHINGTON, IOWA

## 2023 SEALCOAT PROJECT

## NOTICE TO BIDDERS

Notice is hereby given that there are on file in the Development Services office of the City of Washington, Iowa, proposed specifications, and form of contract for the public improvements hereinafter described for the 2023 Sealcoat Project.

Sealed proposals for the construction of the said improvements will be received at the office of the City Clerk for the City of Washington, Iowa until **9:00 A.M., April 28, 2023**. At 9:05 A.M. all sealed proposals will be publicly opened and read aloud.

The general description of the work involved is as follows:

**2023 Sealcoat project is approximately of 32,634.6 SY of seal coat overlay and 0 SY of surface correction.**

Bids will be received for work under one contract.

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

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

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

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

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

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

The work shall be completed by **July 28, 2023**.

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

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

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

Said specifications and proposed contract documents are now on file in the Development Services' office at 215 East Washington Street, Washington, Iowa, for examination by bidders. Copies of specifications, form of proposal, and form of contract may be secured at the office of Veenstra & Kimm, Inc. by bona fide bidders.

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

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

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



**1.1 DEFINED TERMS**

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

**1.2 COPIES OF BIDDING DOCUMENTS**

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

**1.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

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

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

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

#### 1.4 PRE-BID MEETING

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

#### 1.5 INTERPRETATIONS

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

#### 1.6 BID SECURITY

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

#### 1.7 CONTRACT TIME

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

#### 1.8 LIQUIDATED DAMAGES

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

**1.9 SUBSTITUTE MATERIAL AND EQUIPMENT**

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

**1.10 FEDERAL TAX ID NUMBER**

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

**1.11 LOCAL PREFERENCE**

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

**1.12 BID FORM**

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

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

### 1.13 QUALIFICATION OF BIDDERS

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

### 1.14 QUALIFICATION OF FOREIGN CORPORATIONS

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

### 1.15 SUBMISSION OF BIDS

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

### 1.16 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

**1.17 OPENING OF BIDS**

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

**1.18 BIDS TO REMAIN OPEN**

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

**1.19 AWARD OF CONTRACT**

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

**1.20 PERFORMANCE AND OTHER BONDS**

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

**1.21 SIGNING OF AGREEMENT**

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

**1.22 SALES AND USE TAXES**

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

END OF SECTION

THIS BID IS SUBMITTED TO: City of Washington  
P.O. Box 516  
215 E. Washington St.  
Washington, IA 52353  
Attention: City Clerk  
**PROJECT: 2023 Seal Coat Project**

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

**Project: 2019 Seal Coat Project**

Item No.	Item Description	Estimated Quantity	Units	Unit Cost	Extended Unit Price
1	Mobilization, Performance/Maintenance Bond, and Traffic Control	1	LS	\$	\$
2	Binder Bitumen, MC-3000	11,423	Gal		
3	Cover Aggregate	490	Ton		
4	Granular Subbase	200	Ton		
5	Surface Correction	0	SY		
6	Primer Bitumen, MC-70	0	Gal		
				<b>Total</b>	\$

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

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

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

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

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

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

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

END OF SECTION



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

WHEREAS, the Principal is herewith submitting his or its sealed proposal for the 2023 Sealcoat  
 Project.

Type of Work \_\_\_\_\_ Date of Letting: May 16, 2023

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

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

\_\_\_\_\_  
 Principal

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

\_\_\_\_\_  
 Surety

Countersigned by:

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

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

END OF SECTION

THIS CONTRACT, made and entered into on duplicate originals at Washington, Iowa, this \_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF WASHINGTON, IOWA, by its Mayor upon order by resolution of the City Council of said City hereinafter called the "City" and Party of the Second Part, the "Contractor".

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, plant, equipment, material, and services necessary to construct, complete, test and prove performance of the 2023 Sealcoat Project for the City of Washington, Iowa, together with accessories and appurtenances thereto as described within the plans and/or specifications therefore titled "Plans" and/or "Specifications" for said project as prepared by the City Engineer of Washington, Iowa, which plans and/or specifications are officially on file in the office of the City Clerk of said City. The Contractor hereby agrees to execute the work of construction in strict accordance with said official plans and specifications, including all of the contract documents as the same are defined in said specifications, and all of which documents are hereby made a part of this contract by this reference as surely and certainly as though set out herein verbatim.

This contract is awarded and entered into on the basis of the classes and types of construction required by the plans and specifications, and for the bid prices applying thereto, all as definitely set forth in a written proposal filed by the Contractor with said City Clerk of the City of Washington, Iowa on the \_\_\_ day of \_\_\_\_\_, 2023 and covering all items appearing on said proposal and the basic contract sum is hereby determined to be \$ \_\_\_\_\_, which sum is the amount of the required corporate surety bond.

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

The completion date for work covered by this contract is July 28, 2023.

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

ATTEST:

CITY OF WASHINGTON, IOWA

By \_\_\_\_\_

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

CONTRACTOR

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

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

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

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

**City of Washington, Iowa**

\_\_\_\_\_  
 (Name and address or legal title of Owner)

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

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

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

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

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

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

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

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

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

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

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

IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
TITLE

END OF SECTION

**1.1 STANDARD FORM OF GENERAL PROVISIONS**

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

END OF SECTION

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

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

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

- A. N/A

**1.3 WORK BY OWNER**

- A. N/A.

**1.4 CONTRACTS**

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

**1.5 PERMITS**

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

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

#### 1.7 SCHEDULING OF WORK

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

#### 1.8 COMPLETION DATE

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

#### 1.9 LIQUIDATED DAMAGES

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

#### 1.10 EXAMINATION OF SITE

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

#### 1.11 CONVEYANCE OF OWNERSHIP

- A. N/A

END OF SECTION



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

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

**1.2 DEFINITIONS**

- A. Whenever the term "Owner" or "City" is used in this specification, it refers to the City of Washington, Iowa.
- B. Whenever the term "Engineer" is used in this specification, it refers to Veenstra & Kimm, Inc., 2600 University Pkwy Suite 100, Coralville, IA 52241, (319)-466-1000.
- C. The word "approved" as used herein means "approved by Engineer".
- D. "Or equal" means "or approved equal".
- E. "IDOT Section" means a section of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2009 plus the General Supplemental Specification; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions thereto.
- F. "SUDAS" refers to the Statewide Urban Design and Specifications, current edition as of bid date.

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

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

**1.4 SALVAGE RIGHTS**

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

1.5 TESTS AND INSPECTIONS

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

1.6 CONSTRUCTION STAKING

Section is not applicable.

1.7 CONTRACTOR'S USE OF PREMISES

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

1.8 CLEANING UP

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

1.9 SHOP DRAWINGS AND SUBMITTALS

Section is not applicable.

1.10 HISTORICAL OR ARCHAEOLOGICAL DISCOVERY

Section is not applicable.

1.11 SHIPMENT OF MATERIALS

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

1.12 SUBCONTRACTORS

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

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

#### 1.13 UTILITY APPURTENANCES

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

#### 1.14 CONTRACT TERMINATION AND SUSPENSION OF WORK

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

#### 1.15 INSURANCE COVERAGE

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

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

**1.16 MODIFIED DRAWINGS**

Section is not applicable.

END OF SECTION

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

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

**1.2 MEASUREMENT**

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

**1.3 PAYMENT**

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

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

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

#### 1.4 EXTRA WORK

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

#### 1.5 WORK ITEMS

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

END OF SECTION

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

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

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

- A. Warning signs. Meeting IDOT 2528.02
- B. Flashing Lights. Meeting IDOT 2528.02
- C. Traffic Safety Cones. Safety orange in color with reflector strips. Cone heights minimum 18".
- D. Safety Fencing. Safety orange in color. Four (4) feet tall. Mesh construction.
- E. Flaggers. Meeting IDOT 2528.03.J
- F. All barricades, fencing, signs, etc. shall be properly secured or weighted to prevent displacement.

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

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

### 3.2 OPEN EXCAVATIONS

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

### 3.3 SPECIFIC ROAD CLOSURES

- A. See list in the appendix.

### 3.4 HOURS OF OPERATION

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

END OF SECTION



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

- A. This section covers the materials and construction of bituminous sealcoating for new road construction or recoating existing roadways.
- B. Bituminous sealcoats shall consist of surface preparation and one or more applications of binder bitumen, with one or more successive applications of cover aggregate. Construction and materials shall be in accordance with Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2015 plus the General Supplemental Specification GS-15016; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions thereto.

**1.2 MEASUREMENT AND PAYMENT**

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

**1.3 RELATED WORK SPECIFIED ELSEWHERE**

Not applicable.

**1.4 TRAFFIC CONTROL**

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

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

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

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

## 2.2 EQUIPMENT

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

## ~~PARTS EXEMPTION~~

## 3.1 CONSTRUCTION

- A. All construction shall follow IDOT Section 2307.03. The rates of application for binder bitumen and cover aggregate shown in succeeding paragraphs are approximate and may be varied as found desirable on the basis of laboratory or field tests for any project.

1. Preparation of Existing Surface

- A. Existing Gravel Roads:

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

- B. Existing Seal Coat Roads:

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

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

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

5. Second Sealcoat (if indicated on plan) - 0.30 gallon per square yard of binder bitumen and 25 pounds of cover aggregate per square yard.
6. Heating of Materials - Heat to temperatures as shown in IDOT 2307.03.
7. Bleeding - If bleeding occurs during construction cover area with clean sand and roll.

### 3.3 PROTECTION OF ADJOINING PROPERTY

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

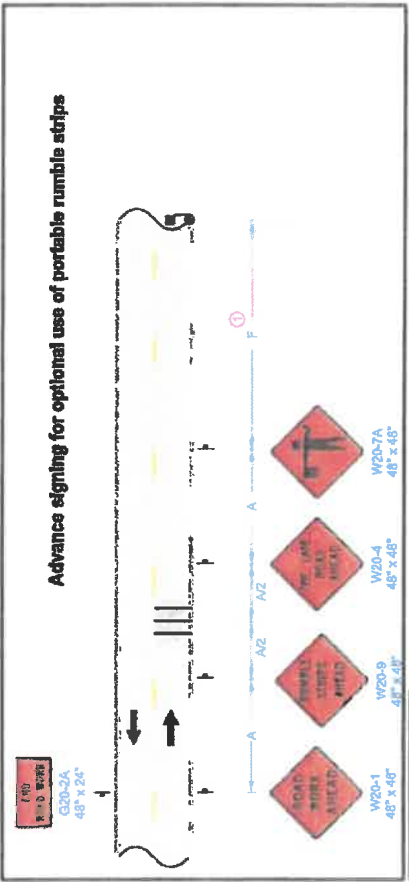
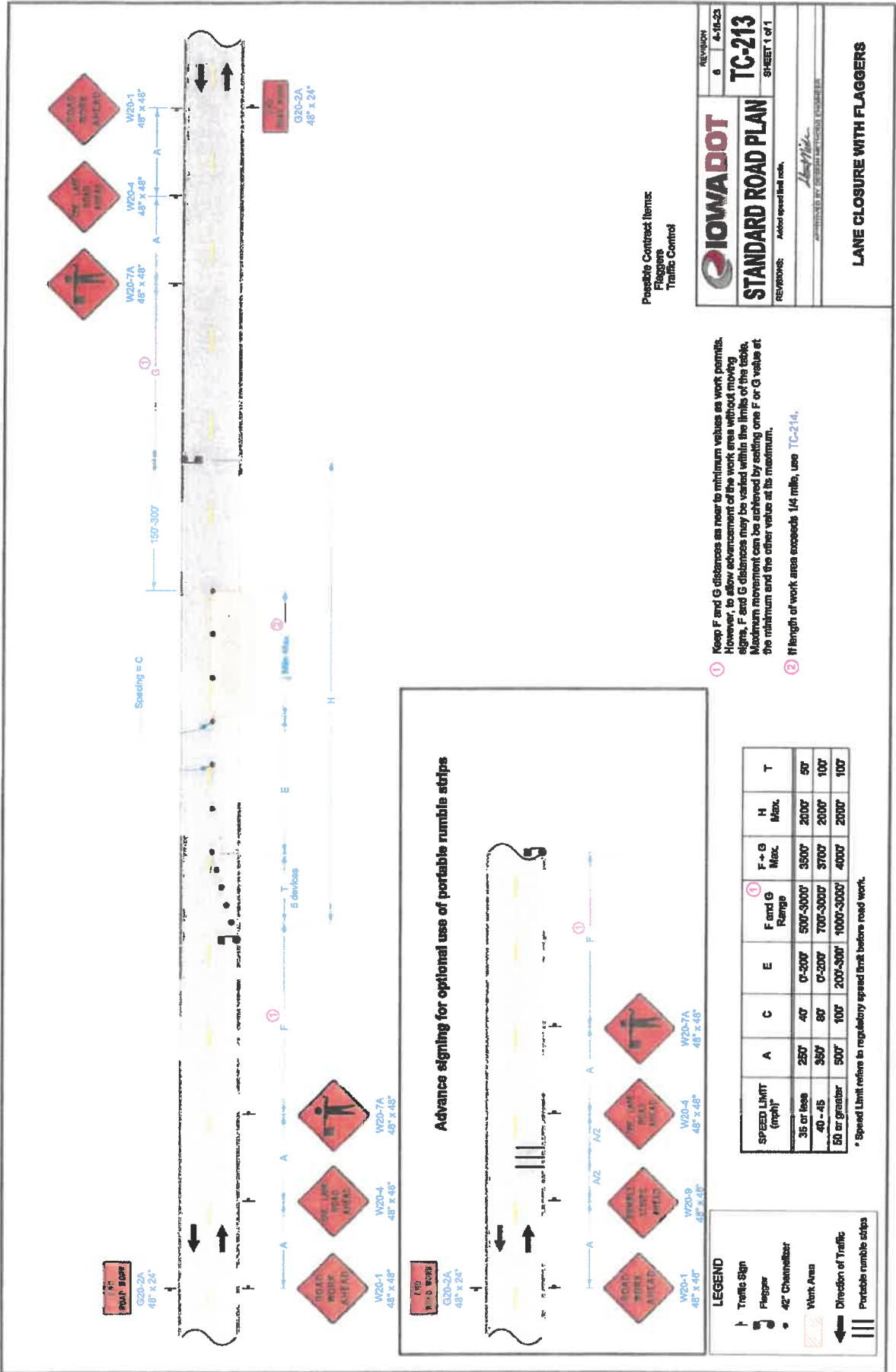
END OF SECTION

APPENDIX

List of Streets

Iowa Department of Transportation  
Standard Road Plan





SPEED LIMIT (mp/h) <sup>a</sup>	A	C	E	F and G Range	F and G Max.	H Max.	T
35 or less	250'	40'	0'-200'	500'-3000'	3500'	2000'	50'
40-45	350'	80'	0'-200'	700'-3000'	3700'	2000'	100'
50 or greater	500'	100'	200'-300'	1000'-3000'	4000'	2000'	100'

<sup>a</sup> Speed Limit refers to regulatory speed limit before road work.

**LEGEND**

- Traffic Sign
- Flagger
- 42" Chevron Bar
- Work Area
- Direction of Traffic
- Portable Rumble Strips

Possible Contract Items:  
 Flaggers  
 Traffic Control

**IOWA DOT**  
 STANDARD ROAD PLAN  
 SHEET 1 OF 1

REVISIONS:  
 6 4-18-23  
 TC-213

APPROVED BY: *[Signature]*  
 REGISTERED PROFESSIONAL ENGINEER

**LANE CLOSURE WITH FLAGGERS**

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

**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT**

WHEREAS, the construction project known as "2023 Seal Coat Project" has been designed and publicized for bid; and

WHEREAS, the City Council has approved the plans, specifications, form of contract and estimate of cost:

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

Section 1. That the following bid for the construction of certain public improvements described in general as "2023 Seal Coat Project", described in the plans and specifications heretofore adopted by this Council on May 2, 2023, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: LL Pelling Co. Inc.

Amount of Bid: \$101,291.90

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED, this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

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

**RESOLUTION NO. 2023-\_\_\_**

**A RESOLUTION AUTHORIZING TAX ABATEMENT  
UNDER THE WASHINGTON URBAN REVITALIZATION PLAN  
FOR WASHINGTON, IOWA**

WHEREAS, the City of Washington, Iowa, has a property tax exemption for improvements under the provisions of the Washington Urban Revitalization Plan adopted by the City Council of the City of Washington, Iowa; and

WHEREAS, all qualified real estate assessed as residential property is eligible to receive a one hundred percent exemption from taxation on the first seventy-five thousand dollars of actual value added by the improvements with the exemption for a period of three years; and

WHEREAS, improvements must increase the assessed value by a minimum of ten percent; and

WHEREAS, the attached application for 6 Circle Drive Washington, a residence owned by Kurt M. & Christa D. Venenga, Parcel ID 1120257002, has been completed and reviewed by staff and is recommended for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the City Clerk be instructed to certify the attached application and submit it to the Washington County Assessor.

Passed and Approved this 2nd day of May, 2023.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

Attest:

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



**APPLICATION FOR TAX ABATEMENT UNDER THE  
WASHINGTON URBAN REVITALIZATION PLAN FOR  
WASHINGTON, IOWA**

\_\_\_\_\_ Prior Approval for Intended Improvements

\_\_\_\_\_ Approval of Improvements Completed

**FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE WASHINGTON URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA**

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

**Residential**

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

**Commercial/Industrial**

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) First Year – 75% Exemption
- 2) Second year – 60% Exemption
- 3) Third Year – 45% Exemption
- 4) Fourth Year – 30% Exemption
- 5) Fifth Year – 15% Exemption

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1<sup>st</sup> following the year that the improvements are first assessed for taxation.

Address of Property: 6 Circle Dr Washington, Iowa 52353

Legal Description: 02 Circle Dr SD City of Washington in Washington County Iowa

Title Holder or Contract Buyer: Kurt M & Christa D Venenga

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 319-591-1115

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to \_\_\_\_\_ [insert date of adoption of the Plan]? Yes \_\_\_ No

Existing Property Use:  Residential \_\_\_ Commercial \_\_\_ Industrial \_\_\_ Vacant

Proposed Property Use: residential

Nature of Improvements:  New Construction \_\_\_ Addition \_\_\_ General Improvements

Specify: \_\_\_\_\_

Permit Number(s) from the City of 220113 \_\_\_ Building Department

Date Permit(s) Issued: \_\_\_\_\_

Permit(s) Valuation: \_\_\_\_\_ [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 12-2-2022

Estimated or Actual Cost of Improvements: \$ 295,000

Signature: Christa Venenga

Name (Printed) Christa Venenga

Title: owner

Company: \_\_\_\_\_

Date: 2-1-23

**FOR CITY USE**

<b>CITY COUNCIL</b>	<b>Application Approved/Disapproved</b>
	<b>Reason (if disapproved)</b> _____
	<b>Date</b> _____ <b>Resolution No.</b> _____ <b>Attested by the City Clerk</b> _____
<b>ASSESSOR</b>	<b>Present Assessed Value of Structure</b> _____
	<b>Assessed Value with Improvements</b> _____
	<b>Eligible or Noneligible for Tax Abatement</b> _____
	<b>Assessor</b> _____ <b>Date</b> _____

\* Example: To receive a full 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall.

**ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION**

**This Application is to be forwarded by the City to the County Assessor by March 1.**

# Certificate of Occupancy

Department of Building Inspection

Washington Iowa

215 E Washington St

Washington, IA 52353

Zoning Permit Number: 220113



This certificate is issued pursuant to the requirements of §165.24.B. of the City of Washington Code. This document certifies that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction or use for the following:

Date: 12/02/2022

Occupancy Number: 220367

Building Address: 6 CIRCLE DR.

Stipulations or conditions: None.

Owner: A.C.E. SIGNATURE HOMES, LLC

Owner Address: 305 N. Main St.

Code Year: 2018 IRC

A handwritten signature in black ink, appearing to read "Jeff Duwa".

Jeff Duwa  
Building & Zoning Administrator

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



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

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## **Residential Building Permit**

**Permit Number:** 220113  
**Property Address:** 6 CIRCLE DR.

**Project Cost:** 250000  
**Issue Date:** 04/26/2022  
**Expiration Date:** 10/17/2022

**Job Description:** NEW CONSTRUCTION SINGLE FAMILY HOUSE

**Owner:**  
A.C.E. SIGNATURE HOMES, LLC  
305 N. Main St.  
North Liberty , IA 52317

**Contractor:**  
CML CONSTRUCTION LLC  
SAME  
SAME

<b>Fees</b>	<b>Amount</b>	<b>Payments</b>	<b>Account Paid</b>
Building Zoning Permit Fee	\$1,191.94	CML Construction	\$1,191.94
<b>Total Fee: \$1,191.94</b>		<b>Total Paid: \$1,191.94</b>	

**Notes:**

Issued By Jeff Duwa

04/20/2022

Date



April 27, 2023

City of Washington  
c/o City Council  
215 E. Washington St.  
Washington, IA 52353

Dear City Council Members,

On behalf of the Main Street Washington (MSW) Board of Directors, I have attached the Downtown Investment Grants (DIG) information & request for funding for the rehabilitation of the Antique Mall building located at 106 S. Iowa Ave & the rebuilding of Greiner Building, Inc located at 120 E Main.

The MSW Design Committee met with the property owner of 106 S Iowa on Wednesday, March 8<sup>th</sup> & with the owners of 120 E Main on Wednesday, March 29<sup>th</sup> for walkthrough of the building & discussion of the rehab/rebuild projects. The MSW Board of Directors recommend the funding of these projects, the building at 106 S Iowa has been in dire need of restoration for many years and in the short time the 120 E Main building was complete it had already become a staple and icon for the district, seeing it restored & further improved will be a boon to our community.

Main Street Washington is requesting:

106 S Iowa receives **\$50,000** towards their \$300,000 project to begin June 2023 and wrap by Spring/Summer 2024.

120 E Main **\$50,000** towards their \$1.5M project to begin May/June 2023 and wrap by Fall/Winter 2023.

We appreciate the City's interest and willingness to host the Downtown Investment Grants Program.

Thank you for your consideration,

Samantha Meyer  
Executive Director  
Main Street Washington



RESOLUTION NO. 2023-

A RESOLUTION ENDORSING A DOWNTOWN INVESTMENT GRANT AGREEMENT  
WITH GREINER BUILDINGS, INC.

WHEREAS, the City Council created the Downtown Investment Grants (DIG) program, in partnership with the Washington County Riverboat Foundation and Main Street Program Washington, to incentivize major building improvements in downtown Washington in accordance with Main Street guidelines; and,

WHEREAS, as per the policies and procedures previously established by this Council, Main Street Washington has recommended a forgivable loan/grant be awarded to Greiner Building, Inc. to assist with an estimated \$1.5m investment in the building it owns at 120 E. Main Street; and,

WHEREAS, the City Clerk and City Administrator will execute the Promissory Note and Grant Agreement following this approval.

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

Section 1. The City Council hereby approves the attached Downtown Investment Grant Agreement and Promissory Note, providing a forgivable loan/grant to Greiner Building, Inc. in the amount of \$50,000.

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

PASSED AND APPROVED this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

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



# Main Street WASHINGTON

205 West Main Street • Washington, IA 52353 • (319) 653-3918 • Fax (888) 833-3529

## Letter of Intent to Participate Downtown Investment Grants (DIG)

Application forms will be provided at the time the project has been reviewed/walked through.  
Questions? Call Samantha at 319-653-3918

Property Owner Information	Business Information, <i>if different than building owner</i>
Name: Greiner Buildings, Inc.	Name:
Address: 120 E. Main St.	Address:
Phone: 319-653-5532	Phone:
Email: mgreiner@gbinc.net	Email:

★ Who is the Primary contact person regarding this project? Matt Greiner

### Project Information:

Please check all items being considered for the Project.

Roof X	Awnings	Metal Ceiling
Exterior Painting	Interior Updating X	Site Improvements
Handicapped Access	Heating/Cooling X	Entrance/Doors
Masonry Work X	Storefront Restoration X	Windows X
Signs	Upper Story Renovation X	Asbestos Abatement
Rear Entrance X	Electrical Work X	Engineering Consultation
Basement/Foundation	Transform Windows	Design Assistance

Other: \_\_\_\_\_

Intended Start Date: May 1, 2023 Expected Completion Date: Jan. 1, 2024

Approximate Project Budget: (bids not necessary at this time) Approx. \$1,500,000

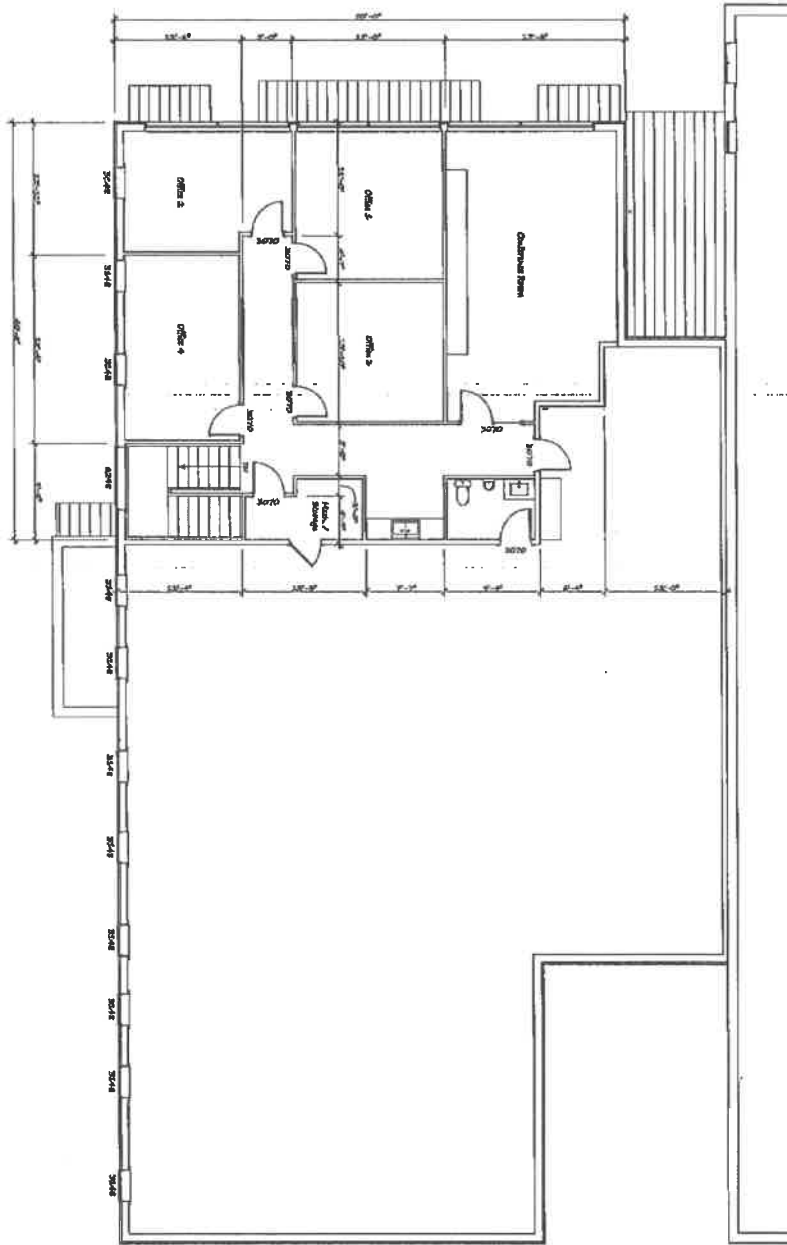
Signing this document indicates I/we would like a site visit from Main Street Design Committee.

Building Owner Signature Matt Greiner Date Apr 4, 2023  
Matt Greiner (Apr 4, 2023 17:39 CDT)

Business Owner Signature (if different than building owner) \_\_\_\_\_ Date \_\_\_\_\_

**Return this form to Main Street Washington, 205 W. Main Street by Noon on Monday, May 1, 2023.**

Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damages incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.





April 27, 2023

City of Washington  
c/o City Council  
215 E. Washington St.  
Washington, IA 52353

Dear City Council Members,

On behalf of the Main Street Washington (MSW) Board of Directors, I have attached the Downtown Investment Grants (DIG) information & request for funding for the rehabilitation of the Antique Mall building located at 106 S. Iowa Ave & the rebuilding of Greiner Building, Inc located at 120 E Main.

The MSW Design Committee met with the property owner of 106 S Iowa on Wednesday, March 8<sup>th</sup> & with the owners of 120 E Main on Wednesday, March 29<sup>th</sup> for walkthrough of the building & discussion of the rehab/rebuild projects. The MSW Board of Directors recommend the funding of these projects, the building at 106 S Iowa has been in dire need of restoration for many years and in the short time the 120 E Main building was complete it had already become a staple and icon for the district, seeing it restored & further improved will be a boon to our community.

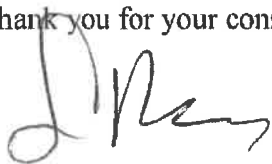
Main Street Washington is requesting:

106 S Iowa receives **\$50,000** towards their \$300,000 project to begin June 2023 and wrap by Spring/Summer 2024.

120 E Main **\$50,000** towards their \$1.5M project to begin May/June 2023 and wrap by Fall/Winter 2023.

We appreciate the City's interest and willingness to host the Downtown Investment Grants Program.

Thank you for your consideration,



Samantha Meyer  
Executive Director  
Main Street Washington

RESOLUTION NO. 2023-

A RESOLUTION ENDORSING A DOWNTOWN INVESTMENT GRANT AGREEMENT  
WITH AHECO HOLDINGS

WHEREAS, the City Council created the Downtown Investment Grants (DIG) program, in partnership with the Washington County Riverboat Foundation and Main Street Program Washington, to incentivize major building improvements in downtown Washington in accordance with Main Street guidelines; and,

WHEREAS, as per the policies and procedures previously established by this Council, Main Street Washington has recommended a forgivable loan/grant be awarded to AHECO Holdings to assist with an estimated \$300,000 investment in the building it owns at 106 S Iowa Avenue (Antique Mall building); and,

WHEREAS, the City Clerk and City Administrator will execute the promissory note and grant agreement following this approval.

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

Section 1. The City Council hereby approves the attached Downtown Investment Grant Agreement and Promissory Note, providing a forgivable loan/grant to AHECO Holdings in the amount of \$50,000.

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

PASSED AND APPROVED this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

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



# Main Street WASHINGTON

205 West Main Street • Washington, IA 52353 • (319) 653-3918 • Fax (888) 833-3529

## LETTER of Intent to Participate Downtown Investment Grants (DIG)

Application forms will be provided at the time the project has been reviewed/walked through.  
Questions? Call Sarah at 319-653-3819

Property Owner Information	Business Information, if different than building owner
Name: <u>BRIAN DOCK</u>	Name:
Address: <u>4282 BUFFALO CT NE</u>	Address: <u>106 S Iowa</u>
Phone: <u>319 310-4727</u>	Phone:
Email: <u>bdock@collinscu.org</u>	Email:

★ Who is the Primary contact person regarding this project? BRIAN DOCK

### Project Information:

Please check all items being considered for the Project.

- |                     |                          |                          |
|---------------------|--------------------------|--------------------------|
| Roof                | Awnings                  | Metal Ceiling            |
| Exterior Painting   | Interior Updating ✓      | Site Improvements        |
| Handicapped Access  | Heating/Cooling ✓        | Entrance/Doors ✓         |
| Masonry Work        | Storefront Restoration ✓ | Windows                  |
| Signs               | Upper Story Renovation ✓ | Asbestos Abatement ✓     |
| Rear Entrance       | Electrical Work ✓        | Engineering Consultation |
| Basement/Foundation | Transform Windows ✓      | Design Assistance        |
| Other: _____        |                          |                          |

Intended Start Date: 08/1/2023 Expected Completion Date: 2/1/2024

Approximate Project Budget: (bids not necessary at this time)

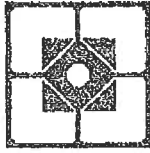
Signing this document indicates I/we would like a site visit from Main Street Design Committee.

Building Owner Signature [Signature] Date 2-22-2023

Business Owner Signature (if different than building owner) \_\_\_\_\_ Date \_\_\_\_\_

Return this form to Main Street Washington, 205 W. Main Street by Noon on Friday, September 1, 2017.

Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damages incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.



# Main Street WASHINGTON

205 West Main Street • Washington, IA 52353 • (319) 653-3918 • Fax (888) 833-3529

Building/Business: 106 S Iowa Address: \_\_\_\_\_

Contact Person BRIAN BAR Phone 319 310-4227

Email bbar@collinscu.org

Application is for: (check all that apply)

A.  Building Improvement

B.  Low Interest Loan

The DIG Committee made a site visit on this date MARCH 8th, 2023

Proposed Project Taproom / Brewery project

**IMPORTANT:** Work started before receipt of a signed contract with MSW is not eligible for funding, Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damage incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.

Describe each element of the project in detail including methods and materials. Please address each building element you checked on the Letter of Intent to Participate. If you have decided not to do any items you checked, please mention it below. Attach additional sheets if necessary.

Attach any bids or estimates for each element of the project.

Remember to obtain necessary city permits and to contact asbestos and lead paint specialists, if needed.

Example: Scrape prime and paint exterior trim around windows on first and second floor using Amazing Brand exterior oil based primer and topcoat, caulk, cracks and voids -- colors and bid attached - \$1000. Scrape, prime, paint caulk cracks and voids and install new weather stripping on front door; replace cracked glass in door with tempered glass -- same paint and colors as windows - \$1500. (Needs to be updated for higher dollar value)

**Description of Project**

Remodel of existing commercial space with new electrical, HVAC, and commercial windows, to create new taproom / brewery with food + dining for both guests and family friendly dining experience. (see next sections)

## **Washington Taproom/Brewery Project**

**AHECO Holdings is looking to renovate 106 S Iowa to create a new, fully remodeled space to lease space to a tenant that will provide a taproom in the area that will be a family friendly destination for area residents.**

**The remodel will be a full gut of the existing building, retaining as much architectural history as possible, such as woodwork and tin ceilings. Removal of plaster to expose historical brick wall, replacement of commercial windows, new HVAC, electrical, and plumbing will modernize the space to today's standards. Restoration of original wood flooring, if possible, as well.**

**Upper story renovation will provide additional new apartment living space and potentially additional space for corporate meetings, reception dinners and/or special events.**

**Phase 1 lower level expected remodel expenses is estimated to be approximately \$250,000 - \$300,000. Phase 2 upper level would be an additional \$150,000 and would be started after Phase 1 completion.**

**Would like to work with local contractors to secure bids once DIG Committee completes site inspection.**

RESOLUTION NO. 2023-

A RESOLUTION AUTHORIZING LEVY,  
ASSESSMENT, AND COLLECTION OF COSTS TO  
THE WASHINGTON COUNTY TREASURER

WHEREAS, the City of Washington, Iowa, is empowered to levy, assess, and collect costs of improvements against the abutting property owner; and,

WHEREAS, sidewalks were repaired from the following listed property owners:

The property of MICHAEL BOSE located at 219 W 8<sup>TH</sup> ST. for the amount of \$1104.00. Legal description (10 06 YOUNGS ADD LOT 9) Parcel Number (1117108001).

The property of DLEL, LLC located at 509 N AVE B. for the amount of \$96.00. Legal description (05 06 MM YOUNGS 2<sup>ND</sup> ADD) Parcel Number (1117156007).

The property of MARK STALDER located at 414 W MAIN ST. for the amount of \$192.00. Legal description (06 02 ADD TO WASH) Parcel Number (1117307006).

The property of SUSAN HORA located at 515 W MAIN ST. for the amount of \$96.00. Legal description (02 KECKS SD W 63.5 FT) Parcel Number (1117310003).

The property of PAUL & SARAH ANDERS located at 634 W MAIN ST. for the amount of \$192.00. Legal description (11 04 WESTERN ADD OL) Parcel Number (1118429007).

The property of DON VITTETOE located at 603 N MARION AVE for the amount of \$384.00. Legal description (04 01 MM YOUNGS 2<sup>ND</sup> ADD E 80 FT) Parcel Number (1117154008).

The property of STACY L BURKE located at 614 N MARION AVE for the amount of \$288.00. Legal description (07 05 DENNYS ADD S ¼) Parcel Number (1117176003).

The property MYRIAM & ANDRES GUTIERREZ HERNANDEZ located at 706 N MARION AVE for the amount of \$144.00. Legal description (06 04 DENNYS ADD) Parcel Number (1117135003).

The property of KIM LATCHAM located at 720 N MARION AVE for the amount of \$336.00. Legal description (08 04 DENNYS ADD) Parcel Number (1117135001).

The property of RUSSELL BENISCHEK located at 603 N 2<sup>ND</sup> AVE for the amount of \$528.00. Legal description (04 06 DENNYS ADD) Parcel Number (1117177007).

The property of VIOLET TRISKA located at 206 W 6<sup>TH</sup> ST for the amount of \$144.00. Legal description (04 01 MM YOUNGS 2<sup>ND</sup> ADD W 42 FT) Parcel Number (1117154004)

The property of STEPHEN & DIANE ALLISON located at 217 N AVE C for the amount of \$240.00. Legal description (02 01 ADD TO WASH S 77 FT LOT 1) Parcel number (1117303004).

The property of MARK & JERI BUCK located at 521 N AVE C for the amount of \$144.00. Legal description (01 05 MM YOUNGS 2<sup>ND</sup> ADD) Parcel number (1117155005).

WHEREAS, due notice was given to the above property owners that said amount would be assessed to the property if payment was not made or an appeal was not made.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA, that the City Clerk be instructed to certify the above delinquent payments to be assessed against said property as listed above and that the City Clerk certify a copy of this resolution to the Washington County Treasurer.

PASSED AND APPROVED this 2<sup>nd</sup> day of May, 2023.

---

Millie Youngquist, Mayor Pro Tem

ATTEST:

---

Sally Y. Hart, City Clerk

*Millie Youngquist, Mayor Pro Tem  
Sally Hart, City Clerk  
Kevin Olson, City Attorney  
Deanna McCusker, City Administrator*



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

---

April 27, 2023

To: Mayor & City Council  
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker  
City Administrator

Re: Engagement Agreement with Ahlers & Cooney, P.C.

DW Developments is planning an extensive economic development project and is seeking support from the City of Washington. To show our support and as part of that process, we will need to update our urban renewal area and create a development agreement with DW Developments. Ahlers & Cooney will assist the city with this process including preparing notices and assisting with legal time frames.

This economic development project will be a very beneficial project to the City of Washington and therefore I would recommend that we approve this Engagement Agreement and move forward with this process.

Thank you for your consideration.



RESOLUTION NO. 2023-

RESOLUTION APPROVING ENTERING INTO AN ENGAGEMENT AGREEMENT WITH  
AHLERS & COONEY, P.C. TO DEVELOP A NEW URBAN RENEWAL AREA AND A  
DEVELOPMENT AGREEMENT WITH DW DEVELOPMENTS, LLC

WHEREAS, a new economic development project is being planned in the City of Washington, Iowa, that will require a new urban renewal area to be created and a development agreement developed for the project to assist with the project; and,

WHEREAS, there are proceedings that are required to create a new urban renewal area and to develop a development agreement with the developers for the project, including notices, and hearing documents; and,

WHEREAS, Ahlers & Cooney, P.C. has provided an engagement letter outlining the proceedings to accomplish these tasks and that the work will be billed at an hourly rate of \$135-\$425, dependent on the work being done, with an estimated total cost of less than \$10,000.

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

Section 1. The City Council hereby approves the Engagement Agreement with Ahlers & Cooney, P.C. as attached to this Resolution.

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

PASSED AND APPROVED this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

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



Ahlers & Cooney, P.C.  
Attorneys at Law

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

[www.ahlerslaw.com](http://www.ahlerslaw.com)

Jenna H.B. Sabroske

515.246.0328

[jsabroske@ahlerslaw.com](mailto:jsabroske@ahlerslaw.com)

April 20, 2023

Sent via email: [dmccusker@washingtioniowa.gov](mailto:dmccusker@washingtioniowa.gov)

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

RE: Engagement Letter – New Urban Renewal Plan and Development Agreement

Dear Deanna:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Washington, Iowa (the “City”) in connection with a new urban renewal plan, or an amendment to an existing urban renewal plan, for a City Urban Renewal Area (the “Urban Renewal Area”), and a development agreement with DW Developments, LLC in the Urban Renewal Area (the “Development Agreement”), in accordance with Iowa Code Chapter 403.

#### SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the new urban renewal plan, or amendment to an existing urban renewal plan (“Plan” or “Amendment”) in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Plan or Amendment;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Plan or Amendment;
4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Plan or Amendment;
5. Prepare an ordinance for the division of revenues within the Urban Renewal Area related to the Plan or Amendment under Iowa Code Section 403.19 (“tax increment financing” or “TIF”), and prepare proceedings for adoption (if necessary);

6. Prepare the Development Agreement, per the terms provided to us by the City;
7. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for the Plan and Development Agreement; and
9. Complete a transcript file record related to the adoption of the Plan/Amendment and Development Agreement.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Plan/Amendment or Development Agreement;
2. Defending any legal challenges to or arising out of the Plan, any TIF ordinance, or any development agreements thereunder (including the Development Agreement);
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role;
4. Administering the Urban Renewal Area or Plan/Amendment, any urban renewal projects, the collection of tax increment, or the Development Agreement after the adoption of the Plan/Amendment and Development Agreement (and after completion of the transcript file on the Plan/Amendment and Development Agreement); or
5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

#### **ATTORNEY-CLIENT RELATIONSHIP**

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement

under this Agreement will end when the Plan/Amendment and Development Agreement are adopted/approved by the Council and our final invoice has been paid.

### FEES

The attorneys working in the economic development practice area of the firm, including myself, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. My current hourly rate is \$250. Work performed by other attorneys will be billed at their current hourly rate (currently ranging from \$200-\$425 per hour). Work by legal assistants is currently billed at \$135-\$150 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

### RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

### APPROVAL

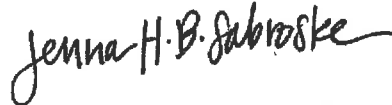
Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:



Jenna H.B. Sabroske

Accepted and approved on behalf of the City Council of the City of Washington, Iowa\*

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

\*Authorized by action of the governing body, approved on \_\_\_\_\_, 2023.



# 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

April 26, 2023

City of Washington  
Deanna McCusker, City Administrator  
215 E. Washington Street  
Washington, IA 52353

Re: Country Club View Subdivision – Plat 1  
Washington, Iowa  
G&A 7021200

Dear Deanna,

Enclosed herewith are three copies of Pay Application No. 5 submitted by DeLong Construction for the referenced project. The total pay application is in the amount of \$197,889.75. The amount is broken down as shown on the second page of the application. All work is for Division 1 (\$61,345.82 is MSJ portion and \$136,543.93 is City portion). The application is for work completed this period which includes water main, subgrade prep, and longitudinal subdrain.

Should the council approve, please have the pay application signed, forward one copy to DeLong Construction with payment, keep one copy for City record, and return one copy to Garden & Associates.

Contact me with any questions.

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

Jack Pope, P.E.

Enc: Application for Payment No. 5 (3 copies)

cc: Jeff Hazelett

JP/fs



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 5

To (Owner): City of Washington	Application Period: December 10, 2012 - April 24, 2013	Application Date: 4/25/2013
Contract: Country Club View Subdivision	From (Contractor): DeLong Construction	Via (Engineer): Garden & Associates, Ltd.
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 7021200

Change Order Summary

Approved Change Orders	Number	Additions	Deductions
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 

Date: 4-26-13

Contract Working Day Summary:

Original Contract Time: \_\_\_\_\_

Added by Change Order: \_\_\_\_\_


Contract Time To Date: \_\_\_\_\_

Working Days Used to Date: \_\_\_\_\_

Working Days Remaining: \_\_\_\_\_

1. ORIGINAL CONTRACT PRICE: \$ 1,488,986.75
2. Net change by Change Orders: \$
3. Current Contract Price (Line 1 ± 2): \$ 1,488,986.75
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates): \$ 1,071,260.00
5. RETAINAGE:
  - a. 5%  \$ 1,071,260.00 Work Completed: \$ 553,563.00
  - b. 5%  Stored Material: \$ 553,563.00
  - c. Total Retainage (Line 5.a + Line 5.b): \$ 1,107,126.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c): \$ 1,017,697.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application): \$ 819,807.25
8. AMOUNT DUE THIS APPLICATION: \$ 197,889.75
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above): \$ 5679,594.75

Payment of: \$ 197,889.75 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 4-26-2013 (Date)

Payment of: \$ 197,889.75 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Contract	Qty	Unit Price	Ext	Qty Complete		Total Qty	
				Prior Period	Ext	This Period	Ext
101 CLEARING & GRUBBING	1	5,800.00	5,800.00	0.25	1,450.00	0.25	2,900.00
102 EXCAVATION, CLASS 10	7625	6.00	45,750.00	4310	25,860.00	0.5	27,900.00
103 SUBGRADE PREP, 12" THICK	7620	1.25	9,525.00	5520	6,900.00	4650	9,150.00
104 SUBBASE, MODIFIED	6835	8.00	54,680.00	5000	40,000.00	7320	40,000.00
105 COMPACTION TESTING	1	5,000.00	5,000.00	1	5,000.00	5000	5,000.00
106 SUBBASE, CLASS A	345	8.00	2,760.00	1	-	1	-
107 TRENCH FOUNDATION	50	25.00	1,250.00	0	-	0	-
108 TRENCH COMPACTION TESTING	1	5,000.00	5,000.00	1	-	1	-
109 SANITARY SEWER GRANULITY MAIN, PVC, 8"	2330	40.00	93,200.00	2330	5,000.00	0	5,000.00
110 SANITARY SEWER FORCE MAIN, PVC, 2"	65	30.00	1,950.00	40	93,200.00	1	93,200.00
111 SANITARY SEWER SERVICE STUB, PVC, 4"	1455	47.00	68,385.00	1455	1,200.00	40	1,200.00
112 STORM SEWER, RCP, 12"	28	60.00	1,680.00	0	68,385.00	1455	68,385.00
113 STORM SEWER, RCP, 15"	22	65.00	1,430.00	0	-	0	-
114 STORM SEWER, RCP OR C900 PVC, 12"	42	60.00	2,520.00	0	-	0	-
115 STORM SEWER, 15"	765	43.00	32,695.00	733	31,519.00	23	1,380.00
116 STORM SEWER, 24"	731	69.00	50,439.00	731	50,439.00	733	31,519.00
117 STORM SEWER, 30"	140	90.00	12,600.00	140	12,600.00	731	50,439.00
118 PIPE APRON, ALL TYPES, 15"	3	500.00	1,500.00	0	-	140	12,600.00
119 PIPE APRON, ALL TYPES, 30"	1	1,050.00	1,050.00	1	1,050.00	0	-
120 SUBDRAIN, LONGITUDINAL, 4"	9410	5.75	53,992.50	2592	14,904.00	1	1,050.00
121 SUBDRAIN, LONGITUDINAL, 4"	1030	18.00	18,540.00	0	-	1	1,150.00
122 FOOTING DRAIN CLEANOUT, 8"	5	1,000.00	5,000.00	0	-	600	3,450.00
123 FOOTING DRAIN CLEANOUT, 8"	12	250.00	3,000.00	10	2,500.00	0	-
124 SUBDRAIN OUTLETS & CONNECTIONS, 4" OR 6"	4	500.00	2,000.00	0	-	10	2,500.00
125 SUBDRAIN OUTLETS & CONNECTIONS, 8"	4	30.00	120.00	0	-	0	-
126 STORM SEWER SERVICE STUBS, PVC, 4"	645	30.00	19,350.00	0	-	0	-
127 WATER MAIN, C900, 8"	90	30.00	2,700.00	0	-	80	2,400.00
128 WATER MAIN, C900, 8"	2060	38.00	78,280.00	0	-	2220	84,360.00
129 WATER SERVICE PIPE, TYPE K COPPER, 1"	1625	20.00	32,500.00	0	-	1845	36,900.00
130 WATER SERVICE PIPE, TYPE K COPPER, 1"	40	325.00	13,000.00	0	-	39	12,675.00
131 GATE VALVE, 8"	8	1,750.00	14,000.00	1	1,750.00	39	12,675.00
132 FIRE HYDRANT ASSEMBLY	5	5,855.00	29,275.00	0	-	9	15,750.00
133 WATER MAIN CONNECTION NO. 1	1	2,000.00	2,000.00	1	2,000.00	5	29,275.00
134 WATER MAIN CONNECTION NO. 2	1	1,500.00	1,500.00	0	-	1	1,500.00
135 WATER METER PIT	1	1,000.00	1,000.00	0	-	1	1,000.00
136 MANHOLE, SW-301, 48" DIA.	9	5,200.00	46,800.00	9	46,800.00	1	1,000.00
137 MANHOLE, SW-401, 48" DIA.	1	4,150.00	4,150.00	1	7,300.00	9	46,800.00
138 MANHOLE, SW-401, 60" DIA.	1	7,300.00	7,300.00	1	7,300.00	1	4,150.00
139 INTAKE, SW-501	4	5,090.00	20,120.00	2	10,060.00	1	10,060.00
140 INTAKE, SW-502, 48" DIA.	3	9,650.00	28,950.00	4	21,500.00	2	10,060.00
141 INTAKE, SW-503	1	850.00	850.00	3	28,950.00	4	21,500.00
142 INTERNAL DKOP CONNECTION	1	2,950.00	2,950.00	1	850.00	3	28,950.00
143 INTAKE, SW-512, CASE 1, 18" RISER OR PVC AREA DRAI	6345	47.45	301,070.25	0	-	1	850.00
144 PCC PAVEMENT SAMPLES & TESTING	1	2,000.00	2,000.00	0	-	1	2,950.00
145 DRIVEWAY, GRANULAR, MACADAM STONE BASE	75	25.00	1,875.00	0	-	0	-
146 DRIVEWAY, GRANULAR, MACADAM STONE BASE	75	25.00	1,875.00	0	-	0	-
147 TEMPORARY TRAFFIC CONTROL	200	6.50	1,300.00	0	-	0	-
148 HYDRAULIC SEEDING, FERTILIZING, & MULCHING	1	10,500.00	10,500.00	0.5	1,175.00	0.5	1,175.00



Item No	Description	Quantity	Unit	Rate	Amount	Value of Completed Work	Prior Est	Total	MSJ Div 1	City Div 1	Division 2	Total
153	SWPPP PREPARATION	1	LS	\$ 1,000.00	\$ 1,000.00							
154	SWPPP MANAGEMENT	1	LS	\$ 1,500.00	\$ 1,500.00							
155	RIP RAP, CLASS D	40	TON	\$ 50.00	\$ 2,000.00							
156	SILT FENCE	1200	LF	\$ 2.00	\$ 2,400.00							
157	SILT FENCE, REMOVE SEDIMENT	1200	LF	\$ 1.00	\$ 1,200.00							
158	SILT FENCE, REMOVE DEVICE	1200	LF	\$ 1.00	\$ 1,200.00							
159	MOBILIZATION	1	LS	\$ 37,000.00	\$ 37,000.00							
201	TRENCH FOUNDATION	20	TON	\$ 25.00	\$ 500.00							
202	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	16	LF	\$ 350.00	\$ 5,600.00							
203	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 8"	510	LF	\$ 498.00	\$ 253,980.00							
204	MANHOLE, SW-301, 48" DIA.	2	EA	\$ 13,850.00	\$ 27,700.00							
205	CONNECTION TO EXISTING MANHOLE	1	EA	\$ 12,000.00	\$ 12,000.00							
206	HYDRAULIC SEEDING, FERTILIZING, & MULCHING	1	LS	\$ 7,500.00	\$ 7,500.00							
207	MOBILIZATION	1	LS	\$ 28,500.00	\$ 28,500.00							

Value of Completed Work:	\$ 862,955.00	Prior Est	\$ 862,955.00	Total	\$ 1,725,910.00
Value of Materials in Storage:	\$ -				
<b>Total:</b>	<b>\$ 862,955.00</b>				

Division	MSJ Portion	City Portion	Total
Division 1	\$ 227,957.57	\$ 163,383.02	\$ 391,340.59
Division 2	\$ 507,389.43	\$ 363,658.98	\$ 871,048.41

Amount to Contractor	Total	MSJ Div 1	City Div 1	Division 2
Total	\$ 227,957.57	\$ 507,389.43	\$ 335,913.00	\$ 335,913.00
5% Retainage	\$ 11,397.88	\$ 25,369.47	\$ 16,795.65	\$ 16,795.65
Less Previous Payments	\$ 155,213.87	\$ 345,476.03	\$ 319,117.35	\$ 319,117.35
Amount Due This App	\$ 61,345.82	\$ 136,543.93	\$ -	\$ -
<b>Total</b>	<b>\$ 197,889.75</b>	<b>\$ 875,873.86</b>	<b>\$ 671,824.00</b>	<b>\$ 671,824.00</b>

City Portion  
Not to Exceed \$800,000

# **Capital Improvements Plan Fiscal 2024 thru Fiscal 2028**



**City of Washington  
May 2023**

*Millie Youngquist, Mayor Pro Tem  
Sally Hart, City Clerk  
Kevin Olson, City Attorney  
Deanna McCusker, City Administrator*



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

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April 28, 2023

To: Mayor & City Council  
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker  
City Administrator

Re: Capital Improvement Plan (CIP) Update for FY24-28

The City Council last updated the CIP in January 2021. Attached is a proposed update to that plan for your review and initial consideration. This will be reviewed and officially approved in December 2023 as we move into budget season. The total draft is around \$8,842,800 compared to \$21 million, which is good since we have accomplished or just about finished many projects over the past few years. Many of the larger planned projects like W. Buchanan, East Adams, NLW, W 5<sup>th</sup>/Lexington, MSJ subdivision and the water main project are done or near done. There are still many projects, mainly infrastructure and paving projects to do in the future. Another reason the programmed amount is less is that I moved the Downtown Streetscape to the unscheduled. I would like us to discuss this at this workshop if it needs to be moved back into the planned and how that looks.

The projects in green indicate projects that were completed in FY21 and FY22 or started and will be finishing:

- East Adams – 9<sup>th</sup> to 15<sup>th</sup>
- NLW Phase 2
- Pickleball
- W 5<sup>th</sup>/Lexington
- MSJ Subdivision
- Water Main Project – E Main & W Madison
- S 12 & E. Washington Traffic Signals

The planned projects for the future fiscal years are as follows:

FY24

- S 12<sup>th</sup>/E. Washington Traffic Signals

## FY25

- Wellness Park Phase 2: Which includes the pond and trails.
- South Ave B Water Main – Van Buren to W Monroe, which will be an in-house project
- Lincoln Safe Routes to School
- E 3<sup>rd</sup> Watermain – 2<sup>nd</sup> to 12<sup>th</sup> which will be an inhouse project as well

## FY26

- Water Sewer Basin Evaluation
- Egg Sewer Basin Evaluation – evaluate how to eliminate this
- Drill New Well – hopefully with the maintenance we are doing on the wells, it can be pushed off a few more years. This project will only be possible if we have the funding cash flows. If we can hold off on this we can use some of the funding for more water main improvement projects
- Water Main -W Washington – this project was removed from the earlier water main project due to funding availability. It is one that is high priority though.

## FY27

- S 12<sup>th</sup> – Tyler to Adams paving
- E 3<sup>rd</sup> Water Main 2<sup>nd</sup>- 12<sup>th</sup>
- S 7<sup>th</sup> Water Main – Washington to Madison

## FY28

- Aquatic Center Plaster & Paint – this was originally scheduled for FY25 but with fixing the leak it will prolong this repair since the vessel is actually in very good condition.
- S Ave B Mill & Overlay – Sitler to Madison
- S 4<sup>th</sup> Water Main – Main to Van Buren & Overlay

As identified, not much planned in FY24, but we accomplished many things in FY 21 and FY 22. Many of the projects in the coming fiscal years are infrastructure related since that was identified as an area of concern to keep improving in the goal setting session. Additionally, we need to continue to improve streets as funds are available. The next large street project will be North 2<sup>nd</sup>, which includes upgrading the lift station at the underpass, We are currently reviewing to see how the storm sewer runs to remove water from this area.

As mentioned earlier, I would like to discuss thoughts on the Downtown Streetscape and if we want to move that to planned and start planning for phases of that going forward.

