



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
FIRE STATION

215 E. WASHINGTON STREET
AT 4:30 P.M. TUESDAY, July 18, 2023

And

TO BE HELD IN THE
COUNCIL CHAMBERS

215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, July 18, 2023

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/83446160915?pwd=cy9HWFhvYnl0QmthL2RUyXI0cHR2QT09>

Meeting ID: 834 4616 0915

Passcode: 6536584

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, July 18th, 2023 to be approved as proposed or amended.

Consent:

1. Council Minutes July 5, 2023
2. DeLong Construction, Inc., South Avenue E Retaining Wall Landscape, \$9,300.00
3. FEH Design, Professional Services for the Washington Public Library Makerspace, \$23,179.13
4. Iowa Communities Assurance Pool (ICAP), Renewal FY24, \$217,380.00
5. Iowa Municipalities Workers' Compensation Association, Installment 1 Work Comp. Premium 23-24, \$8,393.00
6. Main Street Washington, Annual City Pledge, \$20,000.00
7. PAWS & More, FY24 Animal Care Services Provided, \$23,850.00
8. Washington Chamber of Commerce, Annual City Contribution to City/Chamber Tourism, \$24,000.00
9. Washington Community YMCA, 2023 Pool Management, \$10,000.00
10. Department Reports

SPECIAL PRESENTATION

- Mayoral Appointment:
– Park & Recreation Board – Jayson Keil, 4-year term to end 6/30/2027

SPECIAL EVENT REQUESTS

- Main Street Washington – Movies on Main August 11, 2023

PRESENTATION FROM THE PUBLIC -- Please limit comments to 3 Minutes

CLAIMS

- Claims for July 18, 2023

NEW BUSINESS

1. Discussion and Consideration of a Resolution Approving a Purchase Agreement with Stephen Swaffer for Lot 9, Washington Business Park Subdivision, Phase 1
2. **Public Hearing** on Library Makerspace Project on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Library Makerspace Project and Taking of Bids Therefore
3. Discussion and Consideration of a Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Library Makerspace Project
4. **Public Hearing** on Voluntary Severance of Property (Sara and Keith Murphy)
5. Discussion and Consideration of a Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy)
6. Discussion and Consideration of a Resolution Setting Public Hearing on the Progress, Scope, Budget and Status of the City's Water Main Improvements Project for 6:00 p.m. August 1, 2023
7. Discussion and Consideration of a Resolution Authorizing Fiscal Year End 2023 Transfers
8. Discussion and Consideration of a Resolution Approving the Placement and Installation of Street Lights in the Country Club View Subdivision
9. Discussion and Consideration of a Resolution Approving Purchase Agreement for the 2025 Toyne Custom Pumper Fire Truck
10. Discussion and Consideration of Cemetery Department Mower Purchase
11. Discussion and Consideration of Pay Application No. 3 for 2022 Washington Water Main Improvements (Cornerstone Excavating, Inc. \$127,942.58)
12. Discussion and Consideration of the Third and Final Reading of an Ordinance Providing that General Property Taxes Levied and Collected Each Year on All Property Located Within the Washington East Commercial Urban Renewal Area, in City of Washington, County of Washington State of Iowa, City of Washington, County of Washington,

Washington Community School District, and Other Taxing Districts, Be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issues or to Be Issued, Incurred By the City in Connection with the Washington East Commercial Urban Renewal Area (The Washington East Commercial Urban Renewal Plan)

13. Discussion and Consideration of the Second Reading of an Ordinance Amending Chapter 130 of the Code of Ordinances Regarding Public Sale of Food and Beverages from Mobile Food Vendors in City Limits

OLD BUSINESS

1. Discussion and Consideration of a Resolution Amending the Employee Handbook for the City of Washington, Iowa (*tabled*)
2. Discussion and Consideration and Possible First Reading of Ordinance No 2023- Vacant Building Code (*tabled*)

WORKSHOP

1. Discussion of Capital Improvement Plan

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 7-5-2023

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Wednesday, July 5, 2023, at 6:00 p.m. with Mayor Pro Tem Youngquist in the chair.

On roll call present: Earnest, Glinsmann, Rangel, Stigers and Youngquist. Absent: Moore.

Motion by Glinsmann, seconded by Stigers, that the agenda for the Regular Session to be held at 6:00 p.m., Wednesday, July 5, 2023, be approved. Motion carried.

Consent:

1. Council Minutes June 20, 2023
2. Ahlers & Cooney, P.C., Washington East Commercial URP, \$319.50
3. Ahlers & Cooney, P.C., Washington Hotel Group, LLC, \$345.00
4. Iowa Municipal Workers' Compensation Association, Work Comp. Premium 23-24, \$19,586.00
5. LL Pelling Co., Sealcoat, \$93,726.02
6. Schneider Geospatial, Professional Services and Hosting, \$11,160.00
7. Veenstra & Kimm Inc., Murphy Boundary Retracement, \$4,458.09
8. Veenstra & Kimm Inc., Miller Storage Site Plan Review, \$179.00
9. Veenstra & Kimm Inc., 12th Avenue and Washington Street Intersection Improvements, \$910.00
10. Veenstra & Kimm Inc., Dog Park Storm Sewer, \$843.79
11. Veenstra & Kimm Inc., Lead Service Line Assistance, \$777.00
12. Veenstra & Kimm Inc., TSIP Grant Application, \$358.00
13. Department Reports

Motion by Stigers, seconded by Rangel, to approve consent items 1-13. Motion carried.

Motion by Rangel, seconded by Glinsmann, to affirm the mayoral appointment of Jon Rees to the Great Places Committee. Motion carried.

Marj Lins with the DAR presented a special event request for Junk in the Trunk on September 23, 2023. Motion by Earnest, seconded by Stigers, to approve the DAR special event request for Junk in the Trunk. Motion carried.

Motion by Rangel, seconded by Glinsmann, to approve a special event request for Lincoln Elementary School's annual bike-a-thon to be held on September 8, 2023, with a rain date of September 15, 2023. Motion carried.

Presentation from the public: none.

Finance Director Kelsey Brown presented the July 5, 2023 claims. Motion by Stigers, seconded by Rangel, to approve claims for July 5, 2023. Motion carried.

Motion by Earnest, seconded by Rangel, to approve a Resolution Authorizing Tax Abatement Under the Washington Urban Revitalization Plan for Washington, Iowa, for 120 East Main Street. Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers and Youngquist.

Nays: none. Absent: Moore. Motion carried. **(Resolution 2023-057)**

Motion by Glinsmann, seconded by Stigers, to approve a Resolution Authorizing Tax Abatement Under the Washington Urban Revitalization Plan for Washington, Iowa, for 512 S. 15th Avenue. Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers and Youngquist. Nays: none. Absent: Moore. Motion carried. **(Resolution 2023-058)**

Motion by Earnest, seconded by Glinsmann, to approve the Second Reading of an Ordinance Providing that General Property Taxes Levied and Collected Each Year on All Property Located Within the Washington East Commercial Urban Renewal Area, in City of Washington, County of Washington State of Iowa, City of Washington, County of Washington, Washington Community School District, and Other Taxing Districts, Be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issues or to Be Issued, Incurred By the City in Connection with the Washington East Commercial Urban Renewal Area (The Washington East Commercial Urban Renewal Plan). Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers and Youngquist. Nays: none. Absent: Moore. Motion carried.

Motion by Glinsmann, seconded by Rangel, to approve the Second Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 65.02 "Stop Required." Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers, and Youngquist. Nays: none. Absent: Moore. Motion carried.

Motion by Stigers, seconded by Rangel, to waive the rules and hold the third reading of the ordinance. Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers, and Youngquist. Nays: none. Absent: Moore. Motion carried.

Motion by Stigers, seconded by Glinsmann, to approve the Third and Final Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 65.02 "Stop Required." Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers, and Youngquist. Nays: none. Absent: Moore. Motion carried. **(Ordinance 1153)**

Motion by Glinsmann, seconded by Earnest, to approve the Second Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 69 Parking Regulations. Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers, and Youngquist. Nays: none. Absent: Moore. Motion carried.

Motion by Stigers, seconded by Rangel, to waive the rules and hold the third reading of the ordinance. Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers, and Youngquist. Nays: none. Absent: Moore. Motion carried.

Motion by Rangel, seconded by Stigers, to approve the Third and Final Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 69 Parking Regulations. Roll call on the motion: Ayes: Earnest, Glinsmann, Rangel, Stigers, and Youngquist. Nays: none. Absent: Moore. Motion carried. **(Ordinance 1154)**

No action was taken on the Resolution Amending the Employee Handbook for the City of Washington, Iowa, and it remains tabled.

No action was taken on possible first reading of Ordinance No. 2023 – Vacant Building Code

and it remains tabled.

The council entered a workshop to discuss amendments to the Mobile Food Vendors in City Limits code. Motion by Glinsmann, seconded by Rangel, to approve the First Reading of an Ordinance Amending Chapter 130 of the Code of Ordinances Regarding Public Sale of Food and Beverages from Mobile Food Vendors in City Limits.

Department reports were presented.

Motion by Stigers, seconded by Glinsmann, that the Regular Session held at 6:00 p.m., Wednesday, July 5, 2023, is adjourned at 6:31 p.m. Motion passed unanimously.

Sally Y. Hart, City Clerk

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

Invoice: 2091

Sold to
 City of Washington
 215 E. Washington
 Washington, IA 52353

Ship to
 2023 Misc. Projects

<u>Account</u>	<u>P.O. Num</u>	<u>Ship Via</u>	<u>Ship Date</u>	<u>Terms</u>	<u>Invoice Date</u>	<u>Page</u>
CITYWASH				Net 0	7/12/23	1

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	1	Install landscaping at Persinger retaining wall on 6/21/23. Lump Sum	6,000.00	6,000.00
	50	Blue Pacific Junipers, per each.	48.70	2,435.00
	1	Watering on 6/22/23, 6/25/23, 6/28/23.	585.00	585.00
	1	Watering on 7/8/23.	280.00	280.00

Subtotal 9,300.00

Total \$9,300.00



FEH DESIGN
ARCHITECTURE / ENGINEERING / INTERIORS

604 EAST GRAND AVENUE
DES MOINES, IOWA 50309
P 515 288 2000

FEHDESIGN.COM

Washington Public Library
Cary Ann Siegfried
115 W. Washington St.
Washington, IA 52352

Invoice number 113583
Date 07/07/2023

Project **2023202 Washington Public Library
Makerspace**

Invoice Summary

Description	Amount Not to Exceed	Prior Billed	Remaining	Current Billed
Professional Services	69,500.00	28,490.54	17,830.33	23,179.13
Total	69,500.00	28,490.54	17,830.33	23,179.13

PROFESSIONAL SERVICES

Professional Fees

	Hours	Rate	Billed Amount
Project Architect 3	66.00	110.00	7,260.00
Interior Design Principal	32.00	125.00	4,000.00

Reimbursable Expenses

	Billed Amount
Printing Expenses	534.13
Consultant	

Engineering Consultant
KCL Engineering LLC

570
001-6-4010 6490
Initials AD
EXP. Design Services
Vender#
Date Rec. 7/7/23
Due Date 8/7/23
Inv# 113583

	Billed Amount
Engineering Consultant	11,385.00
Invoice total	23,179.13



Member Invoice

Member Name: City of Washington
Policy Number: R0488PC2023-1

Anniversary Date: 07/01/2023

<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$41,203
Auto Liability	\$2,000,000	\$17,182
Law Enforcement Liability	\$2,000,000	\$6,985
Public Officials Liability	\$2,000,000	\$4,488
Excess Liability	\$6,000,000	\$25,783
Vehicles	\$3,800,793	\$24,376
Property	\$51,525,885	\$92,125
Equipment Breakdown	Included	Included
Crime	\$10,000	\$0
Marketing and Administration Fees		\$5,238
TOTAL CONTRIBUTION		\$217,380

**MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/01/2023**

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

INVOICE

IMWCA

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

DATE INVO 132

7/1/2023

PAGE:

1

Washington, City of
 215 E Washington

Mbr No: Member Name:
 0706 Washington, City of

Washington IA 52353

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL1	Installment 1 - Work Comp Prem 23-24			8,393.00	\$8,393.00

This invoice is due on August 1, 2023.

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

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

Subtotal	\$8,393.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$8,393.00

Deluxe For Business 1-800-225-6380



205 W Main St
Washington, IA 52353

Invoice

Invoice #: 2584
Invoice Date: 7/1/2023

Bill To:

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

Description	Qty	Rate	Amount
Main Street Washington Annual Pledge		20,000.00	20,000.00
<p><i>001-6-6020-6499</i> <i>WA 7/1/23</i></p>			
<p>For tax deduction purposes, make checks payable to Main Street Washington Inc. Thank you!</p>			

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

Thank you for your support!

Statement for:

1/27/2023

City of Washington
215 E Washington Street
Washington, IA 52353

Animal Care Services Provided		
FY2024	2022 full year	\$ 23,850.00
TOTAL DUE		\$ 23,850.00

Please make checks payable to:
Washington County Humane Society
1004 1/2 W Madison Street
Washington, IA 52353

Washington Chamber of Commerce

205 Main St
Washington, IA 52353
319-653-3272
michelle@washingtioniowa.org
www.chamber.washingtioniowa.gov



INVOICE

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

INVOICE #	DATE		DUE DATE		
2022-0966	07/01/2023		07/01/2023		
	DESCRIPTION	QTY	RATE	AMOUNT	
City Tourism	Annual city contribution to City/Chamber tourism	1	24,000.00	24,000.00	
					\$24,000.00
					BALANCE DUE

Washington Community YMCA

520 W 5th St PO Box 887
 PO Box 887
 Washington, IA 52353 US

(319) 653-2141

Statement Close Date : 07/01/2023

Member ID : 016015-0

Member Phone :

Invoice Number : **139496646**

Bill To : City of Washington
 215 E Washington
 Washington, IA 52353 US

AMOUNT DUE
\$10,000.00

Please Return Top Portion With Payment

Tax ID : 420698186

Member Name : City of Washington

Member ID : 016015-0

Member Phone :

Balance Due:

Date	Description	Debit	Paid	Balance
6/30/2023	City Contribution - 2023 management fee	\$10,000.00	\$0.00	\$10,000.00
	Total	\$10,000.00	\$0.00	\$10,000.00

Transaction in this period:

Date	Description	Debit	Credit
6/12/2023	Check 75946 (134761429)	\$0.00	\$20,000.00
6/30/2023	City Contribution - 2023 management fee	\$10,000.00	\$0.00
	Total	\$10,000.00	\$20,000.00

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

City Administrator Report
July 18, 2023

Project Updates:

Country Club View Subdivision: Punch list is still being drafted.

East Adams: Punch list will be getting done. There is one issue with a sidewalk that has some ponding so this will need to get addressed.

Water Main: There was a neighborhood meeting Monday, July 10th and from that meeting it was agreed to remove the section of sidewalk that has already been poured and replace. Additionally, the driveway at 1204 E Main will get removed and reconstructed which will then make the remaining sidewalk better for the neighbors. The bacteria testing has been successfully done and pressure testing is being done currently. Once pressure testing has been passed, service lines will get done. Once the E. Main section of the project has been done, Cornerstone will move to W. Madison since pipe has been found. We can also drill in the water main instead of open trenching which will save approximately \$37,000.

Buchanan Street: There are a few items on the punch list that need to be addressed. Will probably close out the project once everything on the punch list is done.

3-Lane Conversion: Leland continues to work with the DOT on this project. So as of today, funding for the project looks like the following:

HSIP - \$87,000

USTEP - \$200,000

USTEP match by City - \$163,600

STBG - \$156,965

STBG match by City - \$39,240

So the total city match is \$202,840, but we are reviewing options with the funding that may make this look even better. This will be a DOT project due to the funding sources. Leland is still working on the plans with the DOT and these will get formally approved in the near future and bid date set, etc.

The traffic safety grant will not work to upgrade the remaining stop light intersections since there have not been enough accidents at these intersections. So we can continue to upgrade one a year or there are other type of grants that we can apply for.

Lead Service Line: We are still receiving information on service line material and updating in our working spreadsheet. M/C has started pot holing blocks/areas to verify the service material

from the main inward. We will also continue to remind people that we need this information from everyone by doing a post on our main website page.

Got in touch with Windstream about the hole in the alley. Is to be finished this week.

Met with Dave Waite on the development agreement for the hotel. His attorney reviewed it and had some questions so we will review with bonding attorneys on updating as we can. The public hearing for this will be set at the August 1st meeting.

A situation with the storm water retention pond expansion in the Country Club View Subdivision has developed. We met with the developer of the subdivision and plans for the storm retention pond is being amended so it will be on the developer land. We are awaiting those plans from their engineer.

Attended Main Street meeting on Monday. Some additional fundraising ideas were discussed including having a meal/music prior to the fireworks next July 4th. The big fundraiser for the year is the Bingo Bash at Lebowski's on September 28th. Following the accreditation meetings, Main Street did receive accreditation for the next year. The antique mall owner is applying for the Iowa Challenge grant to assist further with his building project. Main Street is considering applying for a Riverboat grant probably in the spring to do a downtown beautification project including enhancing the public parking lot, new holiday hanging baskets, etc.

Attended the Economic Vitality meeting on Tuesday. Discussed feedback from a merchant meeting regarding the Downtown Vacant Building ordinance being considered. It sounds like they are all on board with the proposal. We discussed doing an updated Business survey.

Attended the ground breaking at the YMCA for the new pool. Assisted with an annual review of Mikayla. Met with a few citizens on concerns regarding the proposed housing development. Covered lunch for front office with Deb taking couple of days off and will do this if other days require either Deb or Linda to be gone. Helping Zach at cemetery with a few things. Reviewing board appointment applications. Met with Leland for some updates on projects.

Reminder that beginning at **4:30pm on July 18th** we will a tour of the fire station and Chief Delong will show everyone the truck that will get replaced in FY25.

Washington Fire Department
215 East Washington Street
Washington, Iowa 52353
(319) 653-2239 Phone
(319) 653-5273 Fax
www.washingtoniowa.gov



Brendan DeLong- Fire Chief
Bill Hartsock- 1st Asst Fire Chief
Jim Williams- 2nd Asst Fire Chief
Carrie Ornduff- Asst Chief of EMS

June 2023 Activity Report

Structure fires- 1
Vehicle Fires – 0
Weather related- 0
Mutual aid assists- 1
Hazardous Incidents- 0
Grass fires- 0
Investigate/good intent- 3
Rescue/accidents- 3
Medical- 66
May calls for service- 74

January – June 2023 Calls for service

Fire/Rescue calls - 89
Medical calls – 421
Total calls – 506

EMS Continues to be busy with 66 calls for service in June. We had a report of 1 structure fire in June. It was at 2649 Wayland Road. This was a trailer house on fire – it turned out to be minor. We provided Mutual Aid to Ainsworth for a hay shed on fire – this presented challenges because hay is difficult to extinguish. It required specialized equipment and a lot of water. It was very hot that day as well. WAFD responded to 3 vehicle wrecks in June. Overall – June was busy.

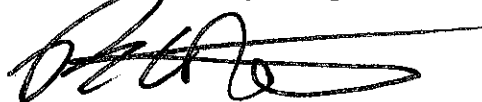
June training was supposed to be held on June 21, however, the Ainsworth Hay fire occurred during the same time, so we used that fire as our training hours. We utilized it for hose training, and water supply.

I attended numerous staff meetings and fire meetings. I am continuing to update our standard operating guidelines. I continued to work on the specs for the new fire engine to be purchased in FY25. I plan to attend council on 7/18 for this request. Full time staff continues to be busy responding to EMS & fire calls, fire inspections, rental inspections, and normal duties around the fire station.

We received a \$17,000 donation from the Brinton Trust for a new rescue boat. This purchase has been made – and the boat will be in our possession soon. Thanks to them for this generous donation! WAFD also assisted the police with traffic control for ridiculous day and EMS stand by.

We are still looking for EMS medical members to join our EMS unit. Please send them to the fire department if they wish to apply.

We are here and ready to respond.



Brendan S. DeLong
Fire Chief
Washington Fire Department

MAINTENANCE & CONSTRUCTION DEPT. REPORT

6-24-23/7-7-23

STREETS: Personnel Personnel installed 2-25 MPH signs on East Adams St. Personnel poured 4.5 yards of concrete on two patches south of West Monroe on South Ave C. Personnel came in early on a couple occasions to paint parking stalls and arrows throughout the downtown area and on South 2nd Ave & Wiley Ave.

WATER DISTRIBUTION: Personnel had 13 water service shut offs for nonpayment. Personnel took out a fire hydrant located at North Ave D-West 3rd St. Personnel also hooked up all the services up North Ave D tying into the newly installed 6 inch water main. Personnel made a list of 10 inch & 12 inch gate valves to exercise on a continuous basis.

SEWER COLLECTION: Personnel jetted 100 ft in a line located between 1000 & 1004 West Madison St, also flushed using a total of 1,200 gallons of water.

STORM SEWER COLLECTION: Personnel clean up a fallen tree that came down during a recent storm (3 dump truck loads), located at 602 South 7th Ave.

MECHANIC/SHOP: Personnel serviced WWTP truck (installed new wires for crane), PD Trailblazer (test drove & full service), Parks 97 Ford (Installed new starter), PD 009 (recall;Mincer Ford), 018 (new sticker on), PD 232 (new wipers), Parks Ram (resealed cowling because of water inside cab), 105, Street sweeper (installed new main broom), air compressor unit and operated street sweeper early, covering downtown and Hwy 92.

OTHER: Personnel attended a hearing class through SASSO and each personnel conducted a hearing test. M/C's tank truck continued to water the new seeding on South Ave E and on West Buchanan St. Personnel hauled rock back to the storage shed. Continued with the yard waste pick up. Personnel responded to 63 One Call Locates.

*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.



Washington Police Department

James Lester, Chief of Police
215 East Washington Street
Washington, Iowa 52353
Phone: 319-653-2256 Dispatch: 319-653-2107

Activity Report June 2023

Rhonda Hill
Administrative Assistant

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

Jason Chalupa
Sergeant

Benjamin Altenhofen
Sergeant

Brian Van Willigen
Investigator

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

Tanner Lavelly
Police Officer

Mia Brdecka
Police Officer

Colton Schneider
Police Officer

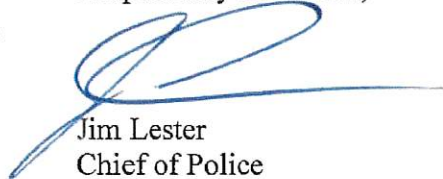
The June activity is included in this report, showing calls for service down slightly with just 415.

We participated in the events during the Summer Classic including the Touch-A-Truck event, the Ridiculous Day / Tractor Parade and Officer Kephart and K-9 Dex attended the flight breakfast at the airport.

Investigator Van Willigen completed recertification of his Drug Recognition Expert certification, Officer Adam completed his Taser Instructor recertification and Chief Lester assisted with domestic violence scenarios at the Iowa Law Enforcement Academy.

We have completed our hiring process and have hired Devin Fraise. He has an associate degree in criminal justice from Indian Hills Community College and currently works as a dispatcher/jailer for Keokuk County. He will start with us on July 24th, and we anticipate he will begin his certification training at the Iowa Law Enforcement Academy in late August.

Respectfully submitted,



Jim Lester
Chief of Police

Washington Police Department

215 East Washington Street
 Washington, Iowa 52353
 Phone: 319-653-2256 Dispatch: 319-653-2107

2023 Activity & Offense Report For the Month of: June

ACTIVITY	Previous Month	Current Month	Year - to - Date
Calls For Service	435	415	2352
Animal Calls	33	30	132
Traffic Citations / Warnings	21	8	126
Parking Tickets	2	29	50
Golf Cart Registrations	2	2	19
Vehicle Unlocks	32	24	155
Arrest Warrants Served	8	10	45
Search Warrants Served	3	1	7
Mental Health Crisis	16	16	94
Traffic Stops	39	26	280
Traffic Accidents	24	17	91
Arrests	20	32	164
Reportable Offenses	53	57	332
Assault	6	5	32
Burglary	3	4	15
Burglary to Motor Vehicle	4	5	18
Domestic Assault	0	1	8
No Contact Order Violation	2	0	9
Criminal Mischief/Vandalism	6	5	35
Drunkenness (Intoxication)	2	2	9
Driving Intoxicated (OWI)	2	1	10
Drug Offense	0	3	14
Drug Paraphernalia	0	0	3
Harassment/Intimidation	1	0	16
Sex Offense	1	1	6
Theft (Includes Shoplifting)	16	19	72
Trespass	1	3	7
Weapons Violation	0	0	3

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

**WWTP report
July 18th , 2023
Council meeting**

- **After hour alarm and dog call outs –**
 - 6-17-2023 Alarm at WWTP @ 2:55a.m. Dylan
 - 7-2-2023 Alarm at WWTP @ 2:30 p.m. Parker
 - 7-4-2023 Dog call to 825 S Ave C @ 9:25 p.m. Dylan
 - 7-8-2023 Dog call to McDonalds @ 9:00 Dylan
 - 7-12-2023 Alarm at WWTP @ 7:11 p.m. Dylan
 - 7-12-2023 Dog call to 900 block Prospect Place @ 9:24

- **Dept Head meetings –**July 5th, 11th.18th

- **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.

- **Vacation-**I will be on vacation the week of July 24th

- **Grit Auger-**The grit auger has an electrical issue we will have to have it looked at.

- **SBR basin #4-**With the ongoing low flows we took SBR #4 out of service for cleaning and diffuser repair.

- **WWTP June 2023, Discharge Monitoring Report (DMR) –** Average daily flow 1.02 million gallons (mg), maximum daily flow 1.71 mg, minimum daily flow .729 mg. There were zero (0) violations of the WWTP’s NPDES discharge permit. Total precipitation for May = >1.47” (recorded at the WWTP).

CBOD5 removal 85% required	result = 94.6 %
Influent CBOD5 monthly total =	831.7 mg/L
Effluent CBOD5 monthly total =	44.5 mg/L

TSS removal 85% required	result =98.2%
Influent TSS monthly total =	1384 mg/L
Effluent TSS monthly total =	24.04 mg/L

The Plant is Required 85% removal of both CBOD a TSS.

***Due to all Effluent samples being under detection levels the results are counted as 0**

**Jason Whisler
7/14/2023 10:30 A.M.**

Here is a summary of the updates and activities from the Water Treatment Department for June, 2023.

Water Plant Operations: I submitted our May MOR to the DNR. We read water meters, books 3, 5, & 7, our monthly extra meter list, all unread meters, and re-reads. Both Will and I went out with the new meter reader, Dana, and trained him on water meter reading. We changed 13 water meters in June. We continue to work on changing dead meters. We collected our routine monthly bacteria samples and the results were absent. We collected 2 bacteria samples for well 5. We collected 4 samples for the new water line on the 300 block of N ave D, all samples came back absent. Bulk chemicals were filled. I ordered lab reagents for daily lab testing. We recorded our monthly well levels. We changed bag filters and cartridge filters on RO3. We cleaned the Y-strainer on the suction line of the chlorine tank. Steve Troyer with Fox came down and helped trouble shoot all the valves and operations for our CIP (clean in place) skid. Harn RO sent Keith, a Harn RO rep, out and he assisted/trained us on the CIP skid. We got everything up and running and will be ready for a cleaning (CIP) when the time arrives. This was included in our contract, so there will be no charge. We have been taking calls, texts, emails, and on-site inspections for lead service line inventory. We have watered trees at the plant as needed. I submitted our Annual Water Quality Report (CCR) to the DNR. This was published in the paper, posted on City website, posted on IRWA website and is available at City Hall and the Water plant.

Well 5: We collected and passed 2 bacteria samples for well 5. Well 5 is back up and operating as it should be.

Street/Traffic Lights: We upgraded our lights with a camera sensor system at Washington/2nd ave. We will be upgrading an intersection a year until all intersections are up to date. We fixed a walk/don't walk push button at 4th/Washington. I assisted Marion Baptist Church on removing the street light in front of their new building. Franzen Electric is doing the work. They should be installing it back this month (July). Marion Baptist Church is paying for this. Midwest Tree service came and removed fallen branches on our traffic lights at B/Madison.

Operators: Will and I both split up weekend duties evenly. We both try to carry the on-call phone evenly. Will and I both renewed our DNR licenses. This is done every 2 years.

Meetings attended: Weekly staff meetings, 1 on 1 with Deanna, Lead service line meeting with JJ and Deanna, evaluation with Deanna, Steve Troyer with Fox, Keith a Harn RO rep and met with Adam from IRWA. We also attended the city potluck lunch at City Hall.

If you have any questions or concerns, please do not hesitate to contact myself or Will.

Thanks, stay safe!

Kyle Wellington

Water Treatment Superintendent

Other Requests

- Temporarily park in a "No Parking" area location : _____ Use of gators/UTV/ATV on City streets
- Use of City Park (specify park : Central Park Electrical Needs: using bandstand 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:

- 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: Samantha Meyer _____ Phone: _____ 319-653-3918 _____

7. **INSURANCE**

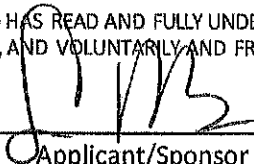
For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all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

7/11/23

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>7.10.23</u>	City Clerk Sally Hart (Liquor Licenses)	319-653-6584 ext 131	shart@washingtioniowa.gov
	Comments/Restrictions:		
<u>7.10.23</u>	Police Chief Jim Lester	319-591-6026	jlester@washingtioniowa.gov
	Comments/Restrictions:		
<u>7.10.23</u>	Fire Chief Brendan Delong	319-863-3332	bdelong@washingtioniowa.gov
	Comments/Restrictions:		
<u>7.7.23</u>	Streets JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:		
<u>7.7.23</u>	Parks Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:		
	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us		
	Comments/Restrictions:		

CITY COUNCIL APPROVAL

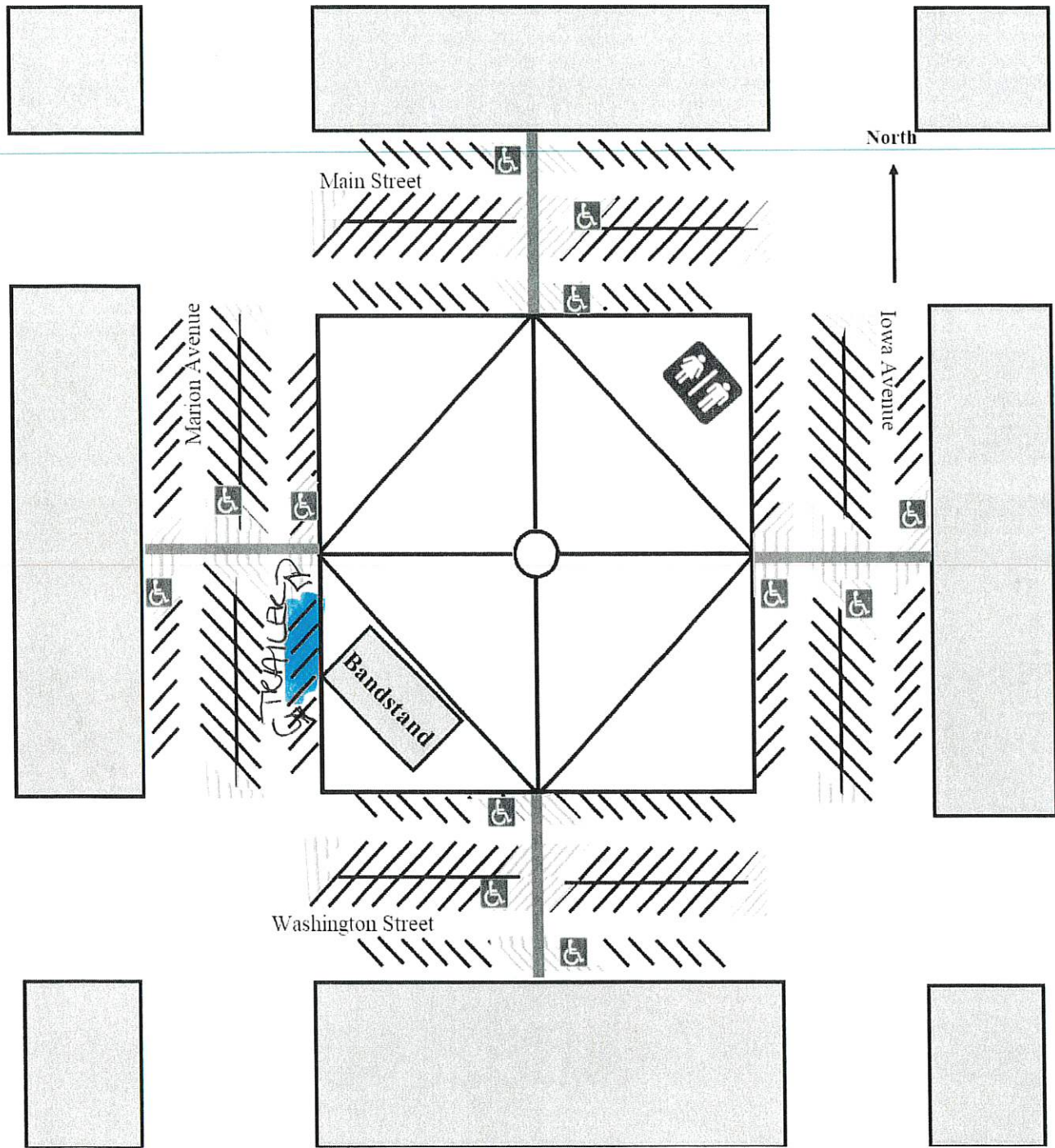
City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

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





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(les) 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).


PRODUCER Horak Insurance 115 E. Washington Street Washington IA 52353		CONTACT NAME: Erin Leyden PHONE (A/C, No, Ext): (319) 653-2118 FAX (A/C, No): (888) 361-7576 E-MAIL ADDRESS: erin@horakinsurance.com	
INSURED Main Street Washington, Inc 205 W Main St Washington IA 52353-1722		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance NAIC # 15350 INSURER B: Liberty Mutual Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:	

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

CERTIFICATE HOLDER City of Washington 215 E Washington Stq Washington IA 52353	CANCELLATION 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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
July 18, 2023**

POLICE

AMAZON CAPITAL SERVICES	SUPPLIES	19.95
ARNOLD MOTOR SUPPLY	VEHICLE SUPPLIES	152.81
BDH TECHNOLOGY LLC	IT CONTRACT	571.00
BOUND TREE MEDICAL, LLC	MED SUPPLIES	115.12
CJ COOPER & ASSOC.	TESTING	45.00
COBB OIL CO, INC.	FUEL	2073.68
EASTERN IOWA CHIROPRACTIC CENTRE	NEW HIRE PHYSICAL/SCREENING	165.00
KCTC	PHONE & INTERNET	232.70
RANGEMASTERS TRAINING CENTER	UNIFORMS/SUPPLIES-NEW HIRE	185.22
SECURE TECH SYSTEMS, INC.	ALARM BUTTONS AND SERVICE	336.10
STANARD & ASSOCIATES INC	TESTING	50.00
	TOTAL:	3946.58

FIRE

ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
AMAZON CAPITAL SERVICES	MASK BAGS	442.00
CJ COOPER & ASSOC.	TESTING	45.00
COBB OIL CO, INC.	FUEL	988.10
DELONG, BRENDAN	MILEAGE	210.91
FIRE CATT LLC	HOSE TESTING	3070.90
GALLS LLC	UNIFORM PANTS/ BADGE	161.47
HEIMAN FIRE EQUIPMENT	TANKER COVER	702.00
HIWAY SERVICE CENTER	T-Z REPAIR	723.39
IMPRESSIONS COMPUTERS, INC	REPAIR COMPUTER	280.00
KCTC	PHONE & INTERNET	190.09
MED COMPASS	PHYSICAL	225.00
WASHINGTON DISCOUNT TIRE	E1- TIRES	4292.20
WITMER PUBLIC SAFETY GROUP	BOOTS	450.90
	TOTAL:	11814.46

DEVELOPMENT SERVICES

ARNOLD MOTOR SUPPLY	PARTS	568.23
BRUNS, DAVID	INSPECTIONS-DEV. SERVICES	891.00
COBB OIL CO, INC.	FUEL	74.45
FARRIER, KELLY	MOW & TRIMMING PROPERTY	102.50
	TOTAL:	1636.18

LIBRARY

ACE-N-MORE	JANITORIAL SUPPLIES	14.58
ALL AMERICAN PEST CONTROL	PEST CONTROL	40.00
ALLIANT ENERGY	ALLIANT ENERGY	2262.22
AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	74.69
BAKER & TAYLOR	LIBRARY MATERIALS	1415.04
ENVISIONWARE INC	PRINT MGMT SOFTWARE	725.00
FAREWAY STORES	PROGRAM SUPPLIES	29.95
HISTORIC VOICES	PROGRAM SERVICES	500.00

KCII	PROGRAM PROMOTIONS	315.95
KCTC	PHONE & INTERNET	405.72
KONE INC.	ELEVATOR MAINTENANCE	3837.60
LIBRARY JOURNAL	SUBSCRIPTION	157.99
SECURE TECH SYSTEMS, INC.	ALARM BUTTONS AND SERVICE	1650.50
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	238.50
	TOTAL:	11667.74

PARKS

ACE-N-MORE	GROUNDS/BLDG MAINTENANCE	597.04
ALLIANT ENERGY	ALLIANT ENERGY	2034.20
AMAZON CAPITAL SERVICES	SUPPLIES	41.18
ARNOLD MOTOR SUPPLY	EQUIPMENT REPAIR	152.56
BLUE MOON SATELLITES, LLC	PORTABLE TOILETS	360.00
CARSON PLUMBING & HEATING SRVS	FAUCET	52.90
CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	494.00
CHEMSEARCH FE	SUPPLIES	497.45
COBB OIL CO, INC.	FUEL	1014.18
COBB OIL CO., INC-BP ONE TRIP	FUEL	42.71
G & R MILLER CONSTRUCTION	TILE REPAIR	25.25
GREINER, TRENT	TREES AND STUMPS-PARK	750.00
KALONIAL LAWN CARE	SOCCER A & B-SPRAY BROADLE	450.00
KCTC	PHONE & INTERNET	340.21
MOSE LEVY CO INC	BACKSTOP	121.70
O'REILLY AUTOMOTIVE INC	CLAMPS	5.99
WASHINGTON LUMBER	LUMBER FOR REPAIR	16.75
WASHINGTON RENTAL	MOWER	899.00
	TOTAL:	7895.12

POOL

ACCO	CHLORINE/SUPPLIES	4428.70
ALLIANT ENERGY	ALLIANT ENERGY	6255.09
AMAZON CAPITAL SERVICES	POOL SUPPLIES	51.80
KCTC	PHONE & INTERNET	85.94
ROBINSON-BATTERIES PLUS	HANDICAP LIFT BATTERIES	50.70
	TOTAL:	10872.23

CEMETERY

ACE-N-MORE	TOOLBOX/TAPE MEASURE	77.98
ARNOLD MOTOR SUPPLY	MOWER SERVICE/BULK TANK SUPPLIE	151.78
COBB OIL CO, INC.	FUEL	559.53
KCTC	PHONE & INTERNET	120.28
WASHINGTON RENTAL	CHAINS FOR POLES AW	113.50
	TOTAL:	1023.07

FINANCIAL ADMIN

ALBERT, KIRK	REIMBURSMENT	106.11
ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
ALLIANT ENERGY	ALLIANT ENERGY	41.64
AMAZON CAPITAL SERVICES	SUPPLIES	204.06
BAKER PAPER & SUPPLY	COPY PAPER	344.87

GOOGLE LLC	EMAIL SUBSCRIPTION	396.00
IAMU - IA ASSOC MUNICIPAL UTILITI	QTR 3 - SAFETY TRAINING	1626.00
IGRAPHIX, INC	COPY PAPER	17.00
IOWA LEAGUE OF CITIES	MAYOR DUES/ASSOCIATION DUES	3758.00
KCTC	PHONE & INTERNET	1127.84
PITNEY BOWES GLOBAL FIN SERVICE	POSTAGE MACHINE LEASE	313.44
QUILL	SUPPLIES	34.44
SECURE TECH SYSTEMS, INC.	ALARM BUTTONS AND SERVICE	1404.40
SIMMERING-CORY, INC.	JULY 23- SUPPLEMENT	135.00
STARK, FRED	REIMB- LODGING-IA SUMMIT	270.48
WASH CO RECORDER	RECORDING FEES	39.00
WMPF GROUP LLC	LEGAL ADVERTISING/ ADVERTISING	1091.99
	TOTAL:	10942.77

AIRPORT

ACE-N-MORE	SUPPLIES	151.11
US FIRST LLC	FLIGHT BREAKFAST	480.00
WEST LAWN CARE	MOWING	755.00
	TOTAL:	1386.11

ROAD USE

ACE-N-MORE	MARKING STICKS/PIN FOR SAW/ SUPPI	47.75
ALTORFER INC	D50 SAWS/SAW BLADE/SAW RENTAL	3201.94
ARNOLD MOTOR SUPPLY	TANK TRUCK FILTER & TANK TRUCK I	42.70
CERTIFIED LABORATORIES	SUPPLIES	926.29
COBB OIL CO, INC.	FUEL	1387.43
CONSTRUCTION MATERIALS INC.	REBAR FOR CONCRETE	1180.00
DOUDS STONE LLC	ROADSTONE	671.08
RIVER PRODUCTS	SAND	219.38
TERMINAL SUPPLY CO.	SUPPLIES	400.57
	TOTAL:	8077.14

STREET LIGHTING

ALLIANT ENERGY	ALLIANT ENERGY	12011.51
	TOTAL:	12011.51

HOUSING REHAB

WASH CO RECORDER	RECORDING FEES	102.00
	TOTAL:	102.00

CAPITAL EQUIPMENT

424 WARNING SYSTEMS LLC	NEW TRUCK UPFITS	6307.24
	TOTAL:	6307.24

CAPITAL PROJECTS

BISHOP, CAMERON	SEEDING -BUCHANAN	329.00
	TOTAL:	329.00

INDUSTRIAL DEVELOPMENT

WASH CO RECORDER	RECORDING FEES	127.00
WEDG	WEDGE SHARE- 915 E TYLER	4298.88
	TOTAL:	4425.88

CAPITAL PROJECTS

Sidewalk Replacement Program

BROWN, JACOB	SIDEWALK REPLACEMENT PROGR	320.00
DUNNING, MABLE	SIDEWALK REPLACEMENT PROGR	448.00
KERN, MELLISA	SIDEWALK REPLACEMENT PROGR	768.00
LARA, ARTURO	SIDEWALK REPLACE-818 N 7TH	192.00
MC CLAIN, CAITLYNN	SIDEWALK REPLACEMENT PROGR	192.00
MCKINSTRY, WILMA	SIDEWALK REPLACEMENT PROGR	256.00
TAYLOR-HARRIS, PATRISE	SIDEWALK REPLACEMENT PROGR	192.00
WEHR, BARBARA	SIDEWALK REPLACE-814 N 7TH	192.00
WHITTAKER, KYLE & MELYSSA	SIDEWALK REPLACEMENT PROGR	1664.00
WILSON, CAROL	SIDEWALK REPLACEMENT PROGR	704.00
WOOD, MICHAEL & BARBARA	SIDEWALK REPLACE-806 N 7TH	512.00
YODER, KEITH	SIDEWALK REPLACEMENT PROGR-2 pri	896.00
	TOTAL:	6336.00

LIBRARY GIFT FUND

KCTC	VIDEO CONFERENCING EQUIPME	2308.96
OVERDRIVE, INC.	DIGITAL MATERIAL	658.67
	TOTAL:	2967.63

WATER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	23833.22
COBB OIL CO, INC.	FUEL	148.22
CUSTOM IMPRESSIONS INC	SAFETY SHIRTS	334.80
FERGUSON WATERWORKS# 2516	METER AND SUPPLIES	1452.76
IA DEPT OF NATURAL RESOURCES	ANNUAL WATER SUPPLY FEE	808.95
ION ENVIRONMENTAL SOLUTIONS	LAB TESTING	140.00
KCTC	PHONE & INTERNET	158.67
MUNICIPAL SUPPLY INC	SUPPLIES	848.70
	TOTAL:	27725.32

WATER DISTRIBUTION

ACE-N-MORE	CHAIN & LOCK FOR HYDRANT	28.15
ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
ALLIANT ENERGY	ALLIANT ENERGY	28.63
COBB OIL CO, INC.	FUEL	475.94
KCTC	PHONE & INTERNET	104.31
SCHIMBERG CO.	WATER TAPS/BOXES & PARTS	14369.08
THOMPSON TRUCK AND TRAILER INC	TRUCK LIGHTBAR	373.77
	TOTAL:	15414.88

SEWER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	549.08
CENTRAL IOWA DISTRIBUTING	GLOVES & SOAP	401.00
COBB OIL CO, INC.	FUEL	652.18
DETECTION INSTRUMENTS CORPORAH	H2S METER CALIBRATION	248.96
EUROFINS ENVIRONMENT TESTING N	CERTIFIED TESTING	2129.30
HENKEL, DYLAN	SAFETY BOOTS	100.00
IGRAPHIX, INC	TESTING OVERNIGHT SHIPPING	98.16
KCTC	PHONE & INTERNET	197.67
STATE HYGIENIC LAB	CERTIFIED TESTING	527.00
TIFCO INDUSTRIES	TOOLS AND HARDWARE	65.67

	TOTAL:	4969.02
SEWER COLLECTION		
ALLIANT ENERGY	ALLIANT ENERGY	840.42
ARNOLD MOTOR SUPPLY	VAC TRAILER FILTERS	41.51
COBB OIL CO, INC.	FUEL	1030.48
KCTC	PHONE & INTERNET	104.31
	TOTAL:	2016.72
SANITATION		
JOHNSON COUNTY REFUSE INC	REFUSE AND RECYCLING	49279.00
	GARBAGE STICKERS	550.00
	TOTAL:	49829.00
	TOTAL:	201695.60

*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*

July 12, 2023

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

From: Deanna McCusker
City Administrator

Re: Stephen Swaffer Purchase Agreement

Mary Audia, WEDG Director and I have been meeting with Stephen Swaffer on the potential sale of Lot 9 in the Washington Business Park Subdivision and have come to an agreeable price of \$55,000, which is in line with other recent lot sales. He plans on constructing a 7,800 sq. ft. manufacturing building where he cuts, bends and welds steel. He has talked with the fire department on building and sprinkler requirements and is in conversation with Jeff for his site plan. I also had information provided to Jason Whisler from the owner since he does powder coating and a wash process to make sure it wouldn't negatively affect the wastewater plant. Jason conferred it will have minimal effect, if any, on the plant.

The abstract is getting updated, and the title work will be getting done. The closing is set for September 1, 2023.

I would recommend that council formally approve the aforementioned purchase agreement with Stephen Swaffer.

Thank you for your consideration.

RESOLUTION NO. 2023-_____

RESOLUTION APPROVING A PURCHASE AGREEMENT WITH STEPHEN SWAFFER
FOR LOT 9, WASHINGTON BUSINESS PARK SUBDIVISION, PHASE 1

WHEREAS, the City of Washington and the Washington Economic Development Group (“WEDG”) entered into a Real Estate Purchase Agreement for the marketing and sale of lots in the Washington Business Park Subdivision – Phase 1 (the “Subdivision”), which requires approval from the City prior to selling lots in said subdivision; and,

WHEREAS, Stephen Swaffer has negotiated a Purchase Agreement with WEDG and the City to sell Lot 9 in said Subdivision for \$55,000; and,

WHEREAS, to that end, the City Attorney has drafted an agreement to reflect the same which now requires approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that the aforementioned Purchase Agreement between WEDG and Stephen Swaffer is hereby ratified and approved.

PASSED AND APPROVED this 18th day of July, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT entered into by and between the Washington Economic Development Group (hereafter the "Seller"); and Stephen Swaffer (hereinafter collectively the "Buyer").

1. **REAL ESTATE DESCRIPTION.** The Seller agrees to sell and the Buyer agrees to purchase the parcel legally described as Lot 9, Washington Business Park Subdivision, Phase One, Washington, Washington County, Iowa, according to the recorded plat thereof and subject to easements and restrictions of record (hereafter the "Property").
2. **PURCHASE PRICE.** The purchase price of the Property shall be \$55,000.00, payable at Washington, Washington County, Iowa, as follows:
 - a. \$1,000.00 earnest money to Seller upon execution of this Agreement.
 - b. Remaining balance of the Purchase Price to be paid at the Closing.
3. **DATE OF POSSESSION.** The Buyer shall be granted possession of the Property no later than September 1, 2023.
4. **REAL ESTATE TAXES.** Seller shall pay any unpaid real estate taxes payable in prior years and any and all real estate taxes and utilities that accrue during the term of this Agreement. Seller shall pay the real estate transfer taxes and the Buyer shall pay the recording fees associated with this transaction.
5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to the date of possession. Seller may, at his sole cost and expense, maintain insurance on the Property, but is not obliged to do so.
6. **USE OF PURCHASE PRICE.** At the time of closing, the Buyer shall pay, without setoff, all the remaining monies due to the Seller after deducting the payments referenced in Paragraph 2 above.
7. **ABSTRACT AND TITLE.** Seller shall cause an abstract of title to be delivered to Buyer for the Property which shall show marketable title to the Property in Seller in accordance with the Title Standards of the Iowa Bar Association. Seller shall, at its sole cost, immediately execute any additional documentation necessary to convey marketable title to Buyer.
8. **DEED.** Upon payment of the purchase price, Seller shall convey the Property to Buyer by Warranty Deed, free and clear of all liens, restrictions, and encumbrances.
9. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
10. **REMEDIES OF THE PARTIES.**

- a. If Buyer fails to perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited, at Seller's option, upon thirty days written notice of intention to accelerate the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter, this contract may be foreclosed in equity and the Court may appoint a receiver.
- b. If Seller fails to timely perform this contract, Buyer shall have the right to have all payments made returned to them.
- c. Seller and Buyer also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain a judgment for costs and attorneys fees as permitted by law.

11. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.

12. ASSIGNMENT. Either party may assign this Purchase Agreement by giving written notice of said assignment to the other party.

13. CONSTRUCTION. Words and phrased shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

14. CERTIFICATION. Seller and Buyer each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.

15. TESTING/SURVEY. The Seller expressly agrees, that upon 24-hour notice to the Seller by the Buyer, to allow access onto and into the Properties for the purpose of testing and surveying said Property.

16. CITY COUNCIL APPROVAL REQUIRED. Both parties expressly agree that this Agreement is not binding upon the City until such time as approved by the Washington City Council.

17. TIME OF ACCEPTANCE. The Seller shall have until 4:00 p.m. on Monday, July 17, 2023, to accept this Offer by the City or this Agreement shall become null and void.

18. **SITE PLAN APPROVAL REQUIRED.** Buyer expressly agrees that any development of this vacant lot will require the approval of a site plan for the Property.

Washington Economic Development Group:

By: _____
Mary Audia, Director

ACCEPTED on this ____ day of July, 2023.

By: _____
Stephen Swaffer

PUBLIC NOTICE

NOTICE SETTING TIME AND PLACE OF PUBLIC HEARING ON THE WASHINGTON FREE PUBLIC LIBRARY MAKERSPACE 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 Washington Free Public Library Makerspace Project. The project will be located at the Washington Free Public Library, 115 West Washington St., Washington, Iowa. Said hearing will be held in the City Council Chambers, Washington, Iowa, on July 18, 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 NO. 2023-_____

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

WHEREAS, FEH Design has prepared plans, specifications, form of contract and estimate of cost for the improvement to the basement space of the library described in general as “Washington Public Library Makerspace”; and,

WHEREAS, notice of public hearing on plans, specifications, form of contract, and estimate of cost for said improvement project was published on July 6, 2023 as 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 for said public improvement, as described in the preamble of this Resolution.

PASSED AND APPROVED this 18th day of July, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

NOTICE OF SEVERANCE

The City Council of the City of Washington, Iowa, will hold a public hearing at 6:00 p.m. on July 18, 2023 at the Council Chambers, 215 East Washington Street, on the proposed severance by Sara & Keith Murphy, of the below described property out of the City of Washington. The reason for the severance is to provide tax relief and to create one parcel with the parcel that receives the homestead credit.

Severance of the following property out of the City of Washington:

That part of the SE $\frac{1}{4}$ of Section 19-75-7, Washington County, Iowa, described as follows: Commencing at the NE Corner of said SE $\frac{1}{4}$ of Section 19; thence South 00°00'00" West, along the easterly line of said quarter section and the centerline of South Avenue E, 934.03 feet; thence South 88°21'49" West, 37.00 feet to the **POINT OF BEGINNING**; thence South 88°53'34" East, 985.01 feet; thence North 00°00'00" East, along the westerly line of South Avenue E, 432.99 feet to the POINT OF BEGINNING containing 8.64 acres, more or less.

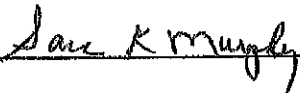
Deanna McCusker, City Administrator

PETITION FOR VOLUNTARY SEVERANCE WITH THE CITY OF WASHINGTON, IOWA


COMES NOW the undersigned owners of the below described real estate to hereby make application to the City of Washington, Iowa, for severance of land to the existing city limits of the City of Washington. Attached as Exhibit A hereto is a plat of the area, with the proposed severance parcel boldly outlined. Attached as Exhibit B hereto is a letter from Washington County Assessor's office supporting the severance of such property.

Signed this 12 day of June, 2023.

As to Exhibit A : This is part of the SE ¼ of Section 19-75-7, Washington County, Iowa described in detail on Exhibit A.



Sara K Murphy
1405 South Ave E
Washington, Iowa 52353
(319) 653-2659



Keith S Murphy
1405 South Ave E
Washington, Iowa 52353
(319) 653-2659

Washington County Assessor's Office

210 West Main St
7738
Washington, IA 52353
7783

Christy Tinnes, ICA, RES Assessor
Email: assessor@co.washington.ia.us

Phone: (319) 653-
Fax: (319) 653-

May 31, 2023

City of Washington Planning and Zoning Commission
215 E Washington St
Washington IA 52353

RE: County parcel number 11-19-426-024; Lots 2A, 3A, 4A, 5A & 6A in Murphy's Addition

This letter is in support of changing Keith Murphy's 2.61 acre parcel, currently located within the city limits of Washington, to a Washington Township parcel.

The Washington County Board of Review received a petition on this parcel requesting tax relief for what is mostly considered a creek bank. While the Board of Review and Washington County Assessor's Office has very few options for adjusting ag land parcels, we could see upon review that this parcel has very limited use.

Mr. Murphy's homestead sits on parcel 11-19-400-010, located to the south of the subject parcel. The homestead parcel contains 81.31 acres, which is agriculturally classified for county tax purposes. While city zoning and county classifications can fall in to different categories and can be unrelated, in this instance it would be most beneficial for the land owner to have the city parcel moved out of city limits.

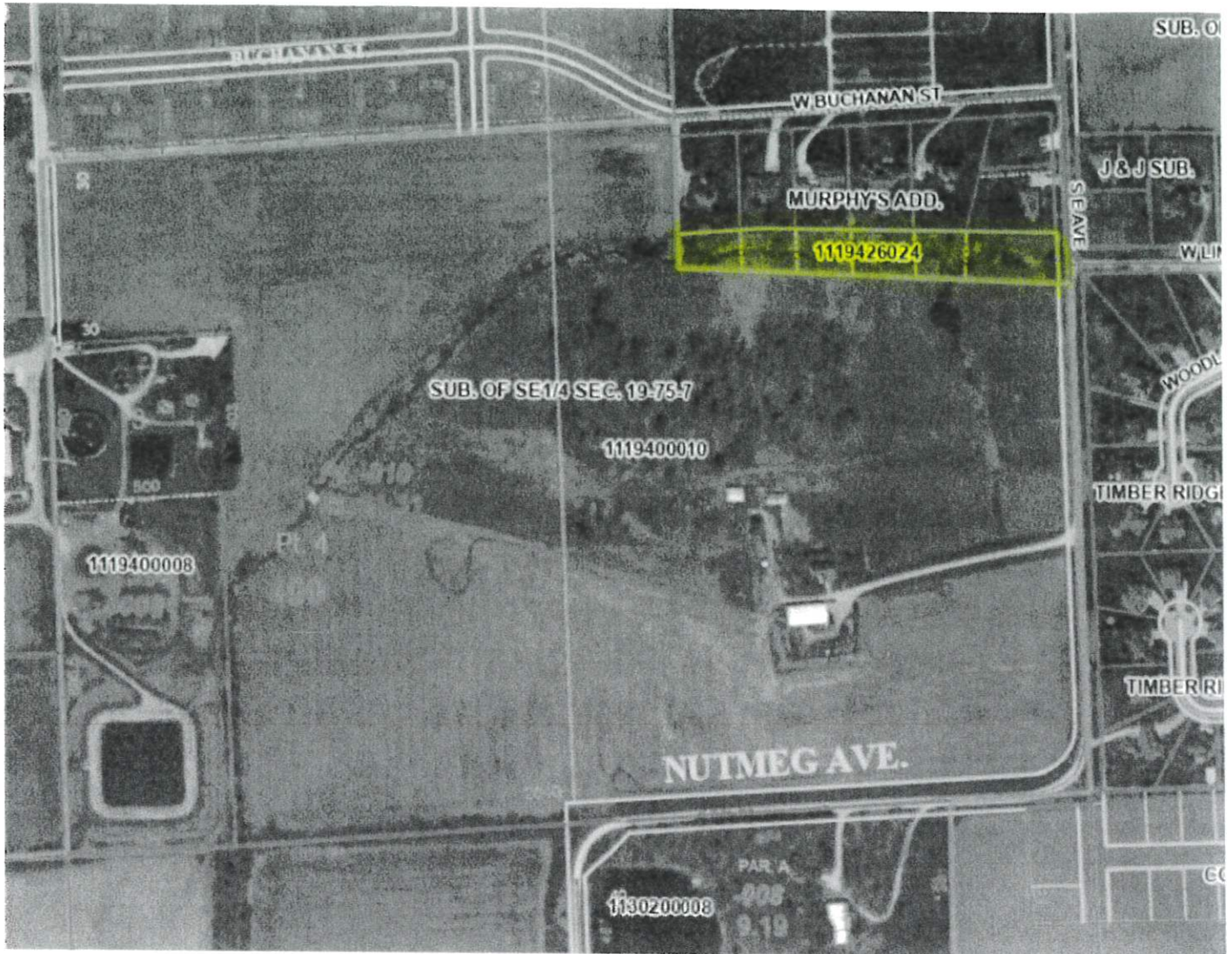
Changing the status from city to township would allow our office to join the subject parcel with the homestead parcel, creating one parcel number and one county tax bill.

Attached are some aerals of these parcels, as well as the ag land detailed property record cards from the Assessor's Office. I hope this information is helpful, please don't hesitate to reach out if you have questions or need additional information.

Thank you,

Christy Tinnes, ICA, RES
Washington County Assessor

Copy to: Keith Murphy



MURPHY'S ADDITION
Project Notes

Owner & Developer: Keith S. & Sara R. Murphy
1405 South Ave. E
Washington, IA

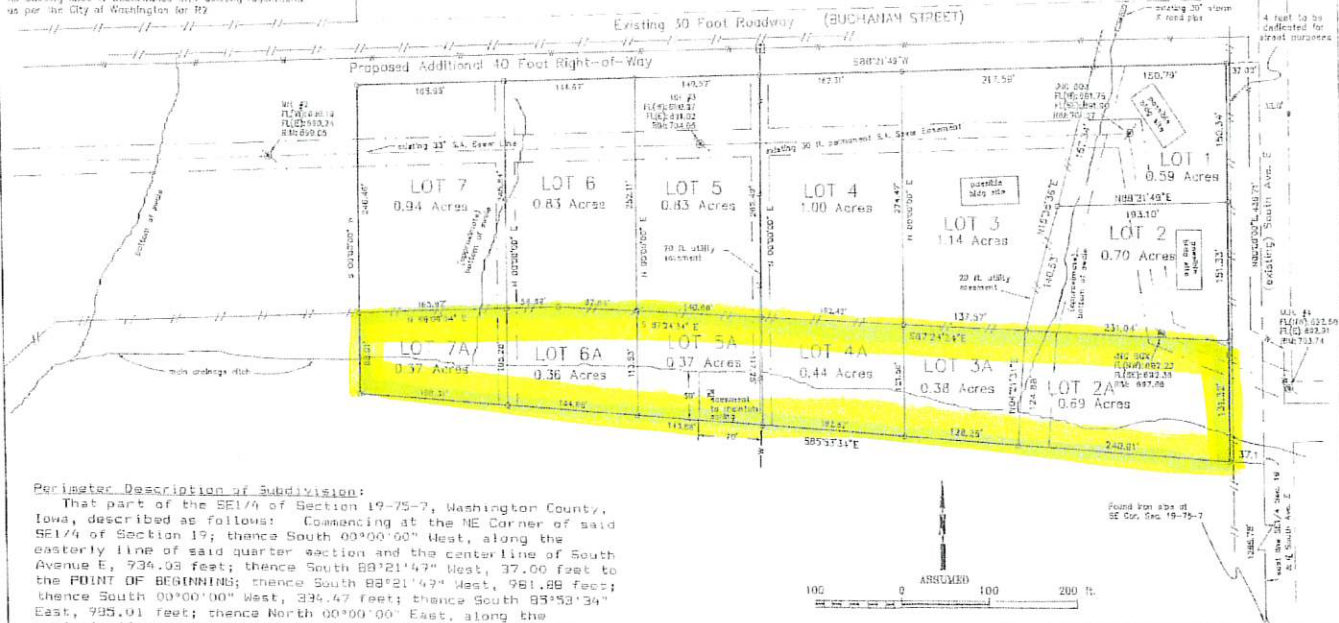
Drafting Lead Surveyor: John H. Lance
LANCE SURVEYING SERVICES
St. Pleasant, IA

Zoning: All Lots - R2
All building lines in accordance with existing regulations as per the City of Washington for R2

- Legend:
- point of original survey
 - 1/4" 1/2" iron pipe with cap #10554
 - control for underground tapping
 - existing water lines
 - existing S.A. Mains
 - existing water box
 - existing fence line

MURPHY'S ADDITION

Reference Copy
at NE Cor. Sec. 19-75-7
Section 19-75-7



Perimeter Description of Subdivision:
That part of the SE 1/4 of Section 19-75-7, Washington County, Iowa, described as follows: Commencing at the NE Corner of said SE 1/4 of Section 19; thence South 00°00'00" West, along the easterly line of said quarter section and the center line of South Avenue E, 734.03 feet; thence South 88°21'47" West, 37.00 feet to the POINT OF BEGINNING; thence South 88°21'47" West, 981.88 feet; thence South 00°00'00" West, 334.47 feet; thence South 85°53'34" East, 995.01 feet; thence North 00°00'00" East, along the westerly line of South Avenue E, 432.99 feet to the POINT OF BEGINNING containing 8.54 acres, more or less.
- End of Description -

I hereby certify this to be a true and correct copy of the original plat as shown to me by the owner and that I am a duly registered land surveyor in the State of Iowa.
John H. Lance, R.L.S. #16580 Date January 19, 1995
My current registration expires 2/31/98

FINAL PLAT
SECOND REVISION
REVISES ORIGINAL FILED IN BOOK 10, PAGE 125
PART OF SE 1/4 SEC. 19-75-7
(TO BE INCLUDED IN)
THE CITY OF WASHINGTON, IOWA
DC 45812115

RESOLUTION NO. 2023-_____

RESOLUTION ACCEPTING AND APPROVING THE VOLUNTARY SEVERNACE OF REAL PROPERTY FROM THE CITY OF WASHINGTON, IOWA.

WHEREAS, Keith and Sara Murphy (the "Owners") of property located in the City of Washington as shown on Exhibit "A" attached hereto (the "Property") have made application to sever the Property into the City; and

WHEREAS, the Owners submitted applications for voluntary severance for the Properties in compliance with Section 368.8 of the Code of Iowa - 2023 (as amended); and

WHEREAS, the public hearing for said severance has been held on July 18, 2023 in a regular session of the City Council, and it is necessary for the City Council to approve said severance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, Iowa, that the formal applications for voluntary severance submitted to the City for the above-requested severance of the Property be and the same is hereby accepted and approved to be severed from the City of Washington and return to unincorporated Washington County.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to file this resolution with the Iowa Secretary of State; Washington County Board of Supervisors and Iowa Department of Transportation as required by law.

* * * * *

Passed and approved this 18th day of July, 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*

July 13, 2023

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

From: Deanna McCusker
City Administrator

Re: Setting the public hearing on the Progress, Scope, Budget and Status of the City's Water Main Improvement project

This public hearing is a CDBG requirement for a Status of Funds Activity (SOFA) update that is necessary once the project begins.

We held the neighborhood meeting on Monday, July 10th at 6pm and from that meeting the sidewalk that had been installed will be removed and replaced correctly. The driveway at 1204 E. Main Street will be reconstructed which will then impact the remainder of the sidewalk. The water main has been installed to 15th. Bacteria testing has been done and passed. Pressure testing is being done and once it passes, services will get started.

Additionally, pipe has been found to complete the section on W. Madison so we will get that section of the project started in the coming weeks following the completion of the E. Main part. We are also able to drill in the water main instead of open trenching along W. Madison so we will be receiving a deduct change order for an estimated \$37,000.

We have paid out 16% of the total cost of the project with the pay application that is on this agenda. Following the approval of pay application #3, we will submit our CDBG reimbursement. We will have received \$28,616 in CDBG funds with this request.

RESOLUTION NO. 2023-__

**A RESOLUTION SETTING A DATE FOR PUBLIC HEARING
ON THE PROGRESS, SCOPE, BUDGET AND STATUS OF THE
CITY OF WASHINGTON'S WATER MAIN IMPROVEMENTS PROJECT**

WHEREAS, the City of Washington has a Water Main Improvements Project underway;
and,

WHEREAS, it is now time for the City Council to set a public hearing on said progress,
scope, budget and status of the Water Main Improvements Project; and,

WHEREAS, the project is being funded in part through a Community Development
Block Grant provided by the Iowa Economic Development Authority.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa,
that a public hearing on the progress, scope, budget and status of the City's Water Main
Improvements Project is hereby set for 6:00 p.m. on Tuesday, August 1, 2023 in the Council
Chambers at 215 E. Washington Street, Washington, Iowa.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of
the hearing on the plans, specifications, estimate of cost and form of contract no less than four
(4) days prior to the hearing date on August 1, 2023.

PASSED AND APPROVED this 18th day of July, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

PUBLIC NOTICE

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the City of Washington is hereby providing Public Notice that on Tuesday, August 1, 2023, at 6:00 p.m., the City Council will hold a public hearing in the City Council Chambers, City Hall, 215 E. Washington Street. The purpose of the hearing will be to provide the public information concerning the progress, scope, budget and status of the City's Water Main Improvements Project.

This project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority.

If you have questions concerning the project, or if you require special accommodation to attend the hearing, such as handicapped accessibility or translation services, you may contact the City Clerk at City Hall. Persons interested in the status of funding or the progress of the project, are welcome to attend this meeting or submit written comments to City Hall before the Hearing.

Program Contact: City Hall at (319) 653-6584 or Program Administrators (Simmering-Cory) at (641) 355-4072.

Sally Hart, City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FISCAL YEAR END 2023 TRANSFERS

WHEREAS, the City Council of the City of Washington, Iowa, has established a need to do transfers for FY23; and

WHEREAS, exhibit A sets out how funds were transferred during the fiscal year in the amount of \$6,138,517.42.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, Iowa that the 2023 Fiscal Year Transfers are hereby adopted and approved as prepared.

PASSED AND APPROVED this 18th day of July, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Hart, City Clerk

Acct Number	Category	Transfers In Amount	Notes	Acct Number	Transfers Out Category	Amount
001-4-1010-4-4830	Police TRF In	375,000.00	LOST per ballot	121-6-6020-6910	LOST TRANSFER OUT	375,000.00
001-4-1090-4-4830	Animal Cont TRF In	1,000.00		670-6-8040-6910	SANITATION TRSF OUT	1,000.00
001-4-1090-4-4830	Fire TRF In	142,500.00	LOST per ballot	121-6-6020-6910	LOST TRSF OUT	142,500.00
001-4-6020-4-4830	Clerk TRF In	723,250.89	Employee Benefits	112-6-6020-6910	EMPLOYEE BENEFITS	723,250.89
		295,484.72	LOST per ballot for minibuses	121-6-6020-6910	LOST TRSF OUT	295,484.72
		68,807.63	Emergency	114-6-6020-6910	EMERGENCY TRS OUT	68,807.63
		164,402.71	Municipal Building-transfer back excess balance funds	309-6-6020-6910	CLERK TRSF OUT	164,402.71
		<u>1,770,445.95</u>				
010-4-6020-4-4830	Clerk TRF In	30,521.52	Chamber Marketing Position	124-6-6020-6910	CLERK TRSF OUT	30,521.52
010-4-6020-4-4830	Clerk TRF In	712.38	Cover Main St defoliat	001-6-6020-6910	CLERK TRSF OUT	712.38
050-4-6020-4-4830	Clerk TRF In	100,000.00	DIG Grant	305-6-6020-6910	CLERK TRSF OUT	100,000.00
110-4-2010-4-4830	RUT TRF In	32,820.79	Employee Benefits	112-6-6020-6910	EMPLOYEE BENEFITS	32,820.79
		44,085.04	Engineered Building Design TIF-Internal Loan	132-6-6050-6910	EBD TIF TRSF OUT	44,085.04
122-4-1050-4-4830	Lost Debt Service	154,790.00	Lost Debt Service	121-6-6020-6910	LOST TRSF OUT	154,790.00
146-4-6020-4-4830	LMI TIF TRF In	29,479.53	Tim Ridge II- UR #3C	129-6-5050-6910	TIMBER RIDGE TIF TRSF OUT	29,479.53
200-4-1010-4-4830	Police	17,105.24	Police Car Loan	300-6-6020-6910	CLERK TRSF OUT	17,105.24
200-4-6022-4-4830	Clerk TRF In	56,779.00	2022 GO Bond - Res Dev Share	315-6-6020-6910	CLERK TRSF OUT	56,779.00
200-4-6010-4-4830	2009 GO DS	180,569.00	2009 GO Bond Ent Share	600-6-6010-6910	WATER PLANT TRSF OUT	180,569.00
200-4-6016-4-4830	2009 GO DS	75,000.00	2009 GO Bond Ent Share	610-6-6015-6910	SEWER PLANT TRSF OUT	75,000.00
300-4-1010-4-4830	POLICE TRSF IN	76,476.21	Excess LOST	121-6-6020-6910	CLERK TRSF OUT	76,476.21
		60,790.47	2022 GO Bond Proceeds-Public Safety	301-6-6020-6910	CLERK TRSF OUT	60,790.47
300-4-1050-4-4830	FIRE TRSF IN	137,687.86	Police Vehicle	121-6-6020-6910	CLERK TRSF OUT	137,687.86
		39,209.53	2022 GO Bond Proceeds-Public Safety	301-6-6020-6910	CLERK TRSF OUT	39,209.53
300-4-4030-4-4830	PARKS TRSF IN	11,992.93	Mower	001-6-4030-6910	PARKS TRSF OUT	11,992.93
300-4-6020-4-4830	CLERK TRSF IN	222,108.71	Transfer excess GF to Building Maint	001-6-6020-6910	CLERK TRSF OUT	222,108.71
301-4-6020-4-4830	Clk CP TRF In	35,554.65	WOODLAWN	001-6-4050-6910	CEMETERY TRSF OUT	35,554.65
		158,027.22	MUNI BUILDING	134-6-6050-6910	DOWNTOWN TIF TRSF OUT	158,027.22
		125,000.00	MSJ SUBDIVISION-CC VIEW	317-6-7500-6910	CP TRSF OUT	125,000.00
		44,840.28	WELLNESS PARK	125-6-6050-6910	NE IND TRSF OUT	44,840.28
		50,000.00	NLW 2	315-6-7500-6910	CP TRSF OUT	50,000.00
		18,603.88	AIRPORT TAXIWAY CLOSEOUT	110-6-2010-910	RUT TRSF OUT	18,603.88
		44,183.77	W5TH/LEXINGTON CLOSEOUT	110-6-2010-6910	RUT TRSF OUT	44,183.77
		225,000.00	BUSINESS PARK	305-6-6020-6910	CLERK TRSF OUT	225,000.00
		49,144.00	AIRPORT FUEL FARM	002-6-2080-6910	AIRPORT TRSF OUT	49,144.00
		<u>750,353.80</u>				
309-4-6020-4-4830	Mun Bldg TRF In	164,402.71	CP-DOWNTOWN TIF REV-TRSF BACK TO GF	301-6-6020-6910	GF CLERK TRSF OUT	164,402.71
310-4-6020-4-4830	Wellness Trsf In	115,104.00	PLAYGROUND	305-6-6020-6910	CLERK TRSF OUT	105,104.00
				124-6-6020-6910	CLERK TRSF OUT	10,000.00
311-4-7500-4-4830	Sidewalk TRF In	45,000.00	Transfer from Road use Sidewalk repair \$	110-6-2010-6910	RUT TRSF OUT	45,000.00
312-4-7500-4-4830	Tree Removal TRF In	5,000.00	Transfer from Road Use Tree Removal \$	110-6-2010-6910	RUT TRSF OUT	5,000.00
315-4-7500-4-4830	Res Dev TRF In	51,263.24	NWL RENT	308-6-6020-6910	IND DEV TRSF OUT	51,263.24
325-4-7500-4-4830	Capital Proj Trsf In	74,038.23	Transfer excess GF to Building Maint	001-6-6020-6910	CLERK TRSF OUT	74,038.23
545-4-6020-4-4830	Safety Fund TRSF In	2,465.44	Trsf excess safety funds (Res 2019-002)	001-6-2060-6910	GF- DEV SERV TRSF OUT	2,465.44
		300.00	Safety Program	001-6-2060-6910	GF- DEV SERV TRSF OUT	300.00
		3,823.09	Central Park Cameras	001-6-1010-6910	POLICE TRSF OUT	3,823.09
		<u>6,588.53</u>				
550-4-4030-4-4830	PARK TRSF IN	10,000.00	N 18TH PAVILION	305-6-6020-6910	CLERK TRSF OUT	50,000.00
		40,000.00	SAND FILTER SET ASIDE			
600-4-6010-4-4830	WATER TRSF IN	1,577.50	INT PMT FY22 CORRECTION	610-6-6015-6910	SEWER PLANT TRSF OUT	1,577.50
600-4-6012-4-4830	WATER DIST TRSF IN	67,433.60	REVERSE FY22 WATER MAIN TRSF TO COVER END OF YEAR BALANCE B/4 BOND PROCEEDS	603-6-6012-6910	WATER DIST TRSF OUT	67,433.60
602-4-6010-4-4830	WSink TRF In	282,700.00	WATER DEBT SERVICE PMT	600-6-6010-6910	WATER PLANT TRSF OUT	282,700.00
603-4-6012-4-4830	WCapProj TRF In-WD	477,765.59	2021 Water Main Proj	600-6-6012-6910	WATER DIST TRSF OUT	477,765.59
610-4-6016-4-4830	Sewer TRF In	114,000.00	PRIN PMT FY22 CORRECTION	600-6-6010-6910	WATER PLANT TRSF OUT	114,000.00
610-4-6017-4-4830	Sewer TRF In	108,685.40	TIF- Repay Biz Park Internal Loan	133-6-6020-6910	IRE TIF TRSF OUT	108,685.40
612-4-6015-4-4830	SSink TRF In	651,520.00	WWTF SRF Debt	610-6-6015-6910	SEWER PLANT TRSF OUT	651,520.00
		124,000.00	West Side Int Debt	610-6-6017-6910	SEWER COLL TRF OUT	124,000.00
613-4-6017-4-4830	Sewer Cap Proj TRF In	8,512.66	Old WWTP Demo	610-6-6015-6910	SEWER PLANT TRSF OUT	8512.66
		<u>6,136,517.42</u>				

*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*

July 12, 2023

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

From: Deanna McCusker
City Administrator

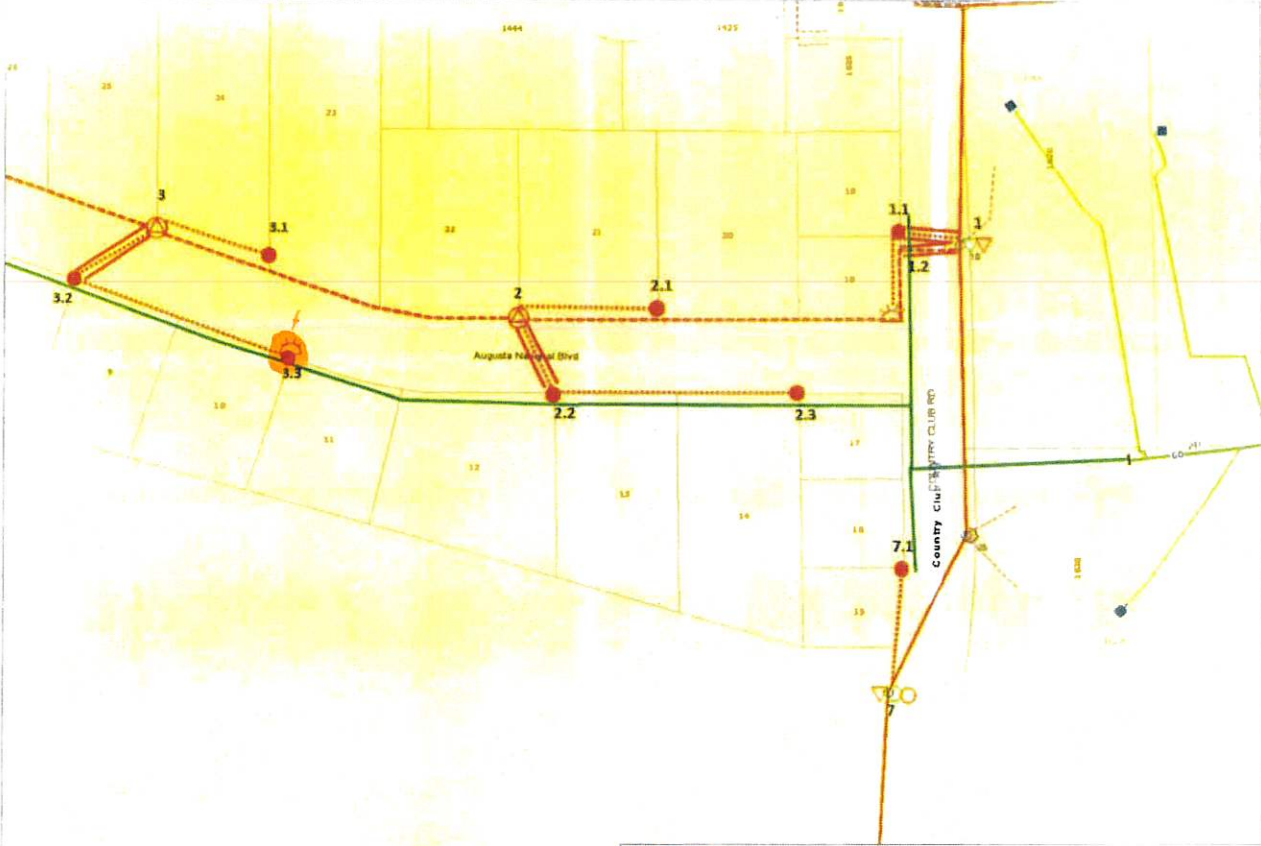
Re: Street Lights in Country Club View Subdivision

Since the Country Club View Subdivision project is wrapping up, it was necessary for Alliant Energy to install streetlights, especially since new homes are getting built. Staff reviewed streetlight placement requirements and identified 4 locations for the streetlights. These 4 locations are shown on the attached map. Approving the location and placement is just provides a written documentation that the City was ok with this.

FYI. The lights are already installed. There was a change of staff working on things and this resolution is a little late in coming.

Thank you.

Small text at the top of the page, likely a disclaimer or legal notice, mentioning utility companies and liability.



Contractor Name:

Signature:

Notes:



1,128.50

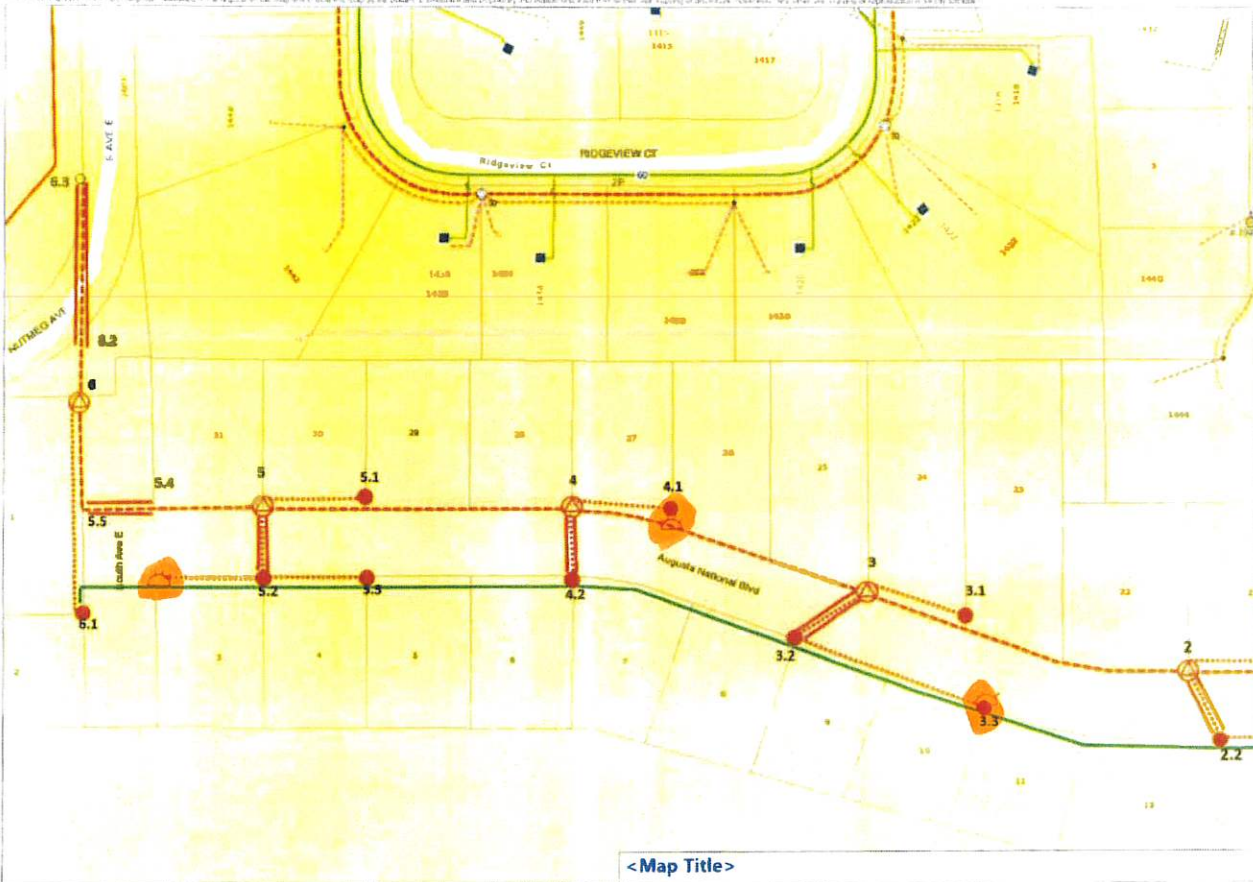
Alliant Energy Confidential
Classification: Confidential



<Map Title>

● Street light locations

THIS DOCUMENT IS THE PROPERTY OF ALLIANT ENERGY CORPORATION AND IS LOANED TO YOU BY IT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, DISTRIBUTED, OR DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF ALLIANT ENERGY CORPORATION. ALLIANT ENERGY CORPORATION ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. ALLIANT ENERGY CORPORATION IS NOT PROVIDING ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. ALLIANT ENERGY CORPORATION IS NOT PROVIDING ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.



Contractor Name:

Signature:

Notes:

1,267.34

Alliant Energy Confidential
Classification: Confidential

Alliant Energy

<Map Title>

● Street light locations

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING THE PLACEMENT AND INSTALLATION OF STREET LIGHTS IN THE COUNTRY CLUB VIEW SUBDIVISION

WHEREAS, it is necessary as part of the development of the Country Club View Subdivision to have Alliant Energy install street lights; and,

WHEREAS, four (4) 65 watt LED, 24" Colonial Valliant lights will be added to the Subdivision, and,

WHEREAS, with the assistance of City staff, the locations of the four (4) streetlights have been identified, as shown on the attached map.

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

Section 1. The City Council hereby approves the location and placement of the four (4) streetlights to be added to the Country Club View Subdivision.

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

PASSED AND APPROVED this 18th day of July, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

Washington Fire Department
215 East Washington Street
Washington, Iowa 52353
(319) 653-2239 Phone
(319) 653-5273 Fax
www.washingtoniowa.gov



Brendan DeLong- Fire Chief
Bill Hartsock- 1st Asst Fire Chief
Jim Williams- 2nd Asst Fire Chief
Carrie Ornduff- Asst Chief of EMS

MEMO

To: Mayor Pro Tem & City Council
From: Brendan DeLong, Fire Chief
Re: FY25 Fire Engine purchase
Date: July 12, 2023

Council -

I am presenting you with a quote for a new Fire Engine. This truck will replace our current Engine 2, which is a 1997 International. This truck will be 28 years old at the time it is retired. This truck has been a great truck – but in an effort to keep our fleet updated, it's time to replace it. Our current Engine 1, will become Engine 2. We try to maintain our fleet as best as we can, in the event we need it. We are trying to replace a fire truck every 5 years, to keep our fleet up to date. Average life span of a fire truck is 30 years. This new truck will be a 30-year fire truck, and our first due out truck to incidents.

What we are requesting is a 2025 Toyne Custom Pumper. It has a Spartan chassis, and will have a custom body built by Toyne out of Breda, IA. Toyne has sold us several trucks over the years, and are a very reputable manufacturer. We have had no issues with any of the Toyne trucks and their service is great. The fire truck committee, which consisted of, all the full-time staff, myself, and the two assistant chiefs, met and decided this was our best option.

In short – the pricing of the truck is as follows:

Toyne Inc - \$940,423.51
Upfits estimate (equipment, etc) - \$50,000
Total - \$990,423.51

This is a lot of money, which is why planning ahead is crucial. In our current fire department capital equipment replacement plan, we are suggesting to replace a fire truck every 5 years to maintain the fleet.

Funding sources will be presented at the meeting by the City Administrator & Finance Director. We do plan to seek a competitive riverboat grant in the Fall of 2023 or Spring of 2024. Amount of this grant is undecided at this time. At the end of FY24, we project that we will have approximately \$300,000 in reserves already set aside for this purchase. We cannot bank on approval of the riverboat grant, so I am seeking approval on the entire purchase at this time.

"One of the 100 Best Small Towns in America"

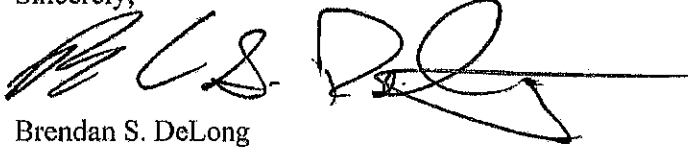
Toyne is currently two years out on us taking delivery. It will likely be fall of 2025 before we receive this truck. Funding is not available until FY25, as discussed at budget time, anyway.

Attached is the bid and a print from Toyne on the truck. The print is not entirely accurate, as we are waiting for approval before they update that. The print attached is pretty close, however. I did not attach all the specs as it is a large file. If you want them, I can provide you with a copy. I did receive a second bid on this truck from Reliant Fire Apparatus, which is a Pierce dealer. The bid for a similar truck came in at \$1,075,501.

I would appreciate any questions ahead of the council meeting, if possible. If you wish to sit down with me, call me, or email me any questions, I would be happy to answer.

I appreciate the council support. We truly have a great department, city council, & staff.

Sincerely,

A handwritten signature in black ink, appearing to read 'B.S. DeLong', with a long horizontal line extending to the right.

Brendan S. DeLong
Fire Chief

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

July 14, 2023

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

From: Deanna McCusker
City Administrator

Re: Financing of the 2025 Toyne Custom Pumper

The financing of the 2025 Toyne fire truck by the fire department has been reviewed by the Finance Director and me. After reviewing the budget and future forecasting, it is our plan at this time to finance it as follows:

Toyne Fire Truck	\$940,423.51
Upfits	\$50,000
Total Needed	<u>\$990,423.51</u>
Funds available in reserves	\$149,372
Funds to reserves FY24	\$158,200
Potential Riverboat Grant	\$250,000
Remaining Funds Needed	\$432,851.51

We plan on bonding in FY25 for a capital project and after talking with our financial advisor, interest rates may start to decline, but even current bond rates are less than the lease interest rate. But once we know if we are successful with the Riverboat grant we will lay out a better plan since we will know exactly what we need. Additionally, we will know what we may have available for funds in FY25. We don't need to pay for it until summer/fall of 2025, but if we could put down \$150,000 we could receive a discount on the total owed.



TOYNE INC.

104 Granite Ave. Breda, IA 51436
(712) 673-2328 FAX (712) 673-2200

APPARATUS PURCHASE AGREEMENT

THIS AGREEMENT, made by and between Toyne, Inc. Breda, IA, the first party, and the purchaser:

Washington Fire Department
215 E Washington Street
Washington, IA 52353

Toyne, Inc. hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made part of this contract, and to deliver the same as hereinafter provided.

Toyne, Inc. agrees that all material and workmanship of the apparatus and equipment shall comply with the proposal specifications. In the event there is any conflict between Customer Specifications previously submitted to Toyne, Inc., and the specifications attached hereto, it is understood and agreed between the parties that the apparatus and equipment made the basis of this contract shall meet only the specifications attached hereto and made a part hereof, as if fully and completely set out herein, and no other. The sole and exclusive warranty accompanying this sale is contained in the warranty attached hereto, and made a part hereof by reference, as if fully and completely set out herein. Surety Bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

This fire apparatus shall conform with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by Customer Specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

The apparatus and equipment shall be ready for delivery from Breda, IA, within about 790 days after the receipt and acceptance of this contract at the first party's office at Breda, IA. The first party shall not responsible for delays due to strikes, failures to obtain chassis, materials, or other causes beyond its control.

A competent representative shall, upon request, be furnished by first party to demonstrate the apparatus for second party and to give its employees the necessary instructions in the operation and handling of the apparatus.

The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

\$940,423.51

This contract price represents the following payment schedule:

A payment of:	\$	0.00	due within 30 days of signing the contract by the purchaser. (for this the contract price includes a discount of \$0.00)
A payment of:	\$	0.00	due within 30 days of the arrival of the chassis at Toyne Inc. (for this the contract price includes a discount of \$0.00)
A payment of:	\$	940,423.51	due upon the delivery of the apparatus to the purchaser.



Interest at 12 percent per annum, payable monthly, shall be charged on all past due payments. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation shall be evidenced by properly executed lease documents.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

In the event the apparatus is placed in fire service prior to payment in full, the first party reserves the right to charge a rental fee of Two Hundred Fifty Dollars (\$ 250.00) per day.

The name of the person authorized by the second party to authorize change orders shall be:

Brendan DeLong

Any applicable taxes not specified noted above will be paid by the second party directly, or will be added to the Purchase Price and paid by the first party. If second party claims exemption from any tax, second party agrees to furnish applicable exemption certificate and save the party harmless from any such tax, interest or penalty, which may at any time, is assessed against the first party.

Acceptance of goods shall occur when the second party takes delivery. In case the second party desires to test the apparatus, such tests shall be made within 10 days after arrival of the goods at destination and a written report of such tests shall be delivered to the first party at its principal office at Breda, IA. If no such tests are to be made, or if no such report is made by the second party within 10 days after arrival, then said apparatus and equipment shall be conclusively determined to be in full compliance with contract specifications and conclusively determined to be conforming and in accordance with the obligations under this contract. No revocation of acceptance shall take place unless communicated to the first party within 10 days after delivery of the goods. In the event notice of revocation of acceptance is communicated to the first party within 10 days, the second party's right to revoke its acceptance shall be governed by the laws of the State of Iowa.

Toyne, Inc. shall not be liable if performance failure arises out of causes beyond his control and without the fault or negligence of the Contractor (acts of God, war, fires, floods, freight embargoes, order of any court, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance). Should a performance failure occur, it will be the responsibility of the Contractor to notify the Purchaser in writing and submit proof of the circumstances for non-performance. Immediately following the resolution of circumstances responsible for non-performance, the Contractor must renegotiate delivery schedules.

It is agreed that the apparatus and equipment covered by this contract shall remain the property of Toyne, Inc. until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of Toyne, Inc. until the above listed price for such piece has been paid in full, and in case of an default in payment, Toyne, Inc. may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date taking possession.

This contract to be binding must be signed and approved by an officer of Toyne, Inc., or someone authorized in writing by it to do so. This contract and specifications take precedence over all previous negotiations and no representatives are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.



If for any reason, the Purchaser wishes to cancel this contract. Toyne Inc. will be entitled to an amount not to exceed 10% of the total contract price plus 100% of all expenses incurred by Toyne, Inc. and its authorized representative as a result of the cancelation. Such expenses would include, but not limited to, the following items:

- Manufacturing or engineering work already performed.
- Cancellation fees charged by component manufacturer's.
- Full cost of all un-returnable items.

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed, and attested by its authorized representatives on this:

_____ day of _____, 20 _____.

By: _____

Title: _____
Second Party's Registered Name

By: _____
Toyne Inc. Sales Representative

Accepted at Toyne Inc. Corporate Office in Breda, IA

By: _____
Michael D. Schwabe - President

Date: _____

RESOLUTION NO. 2023-_____

**A RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR THE 2025
TOYNE CUSTOM PUMPER FIRE TRUCK**

WHEREAS, the Fire Department has Engine 2, which is a 1997 International truck, and will be 28 years old when it gets retired, so it is time to replace it with a new truck; and,

WHEREAS, the Fire Chief has been working with Toyne Custom Pumper on the cost of a new pumper that will have a custom body and a Spartan chassis; and,

WHEREAS, Toyne has provided a price of \$940,423.51 for the truck, plus \$50,000 for upfits; and,

WHEREAS, at the end of FY24, the fire department will have approximately \$300,000 in reserves for this purchase. The fire department will also apply for a Riverboat competitive grant in the fall of 2023 and whatever the remaining funds necessary to complete this purchase, which will be in the summer/fall of 2025, will be part of a bond acquired by the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY of Washington, Iowa, that the purchase agreement with Toyne Custom Pumper for the 2025 fire truck is hereby approved.

PASSED AND APPROVED this 18th day of July, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

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



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

FY 2023-2024 Budget
Equipment Purchase Request

FOR ITEMS OVER \$5,000

Item: Zero Turn Lawn Mower	Account: 001-6-4050-6723
Cost: \$11,085.00	Dept: Cemetery

We would like to go with the Spartan RT Pro 54 in. mower, from Spenler Tire in Iowa City. This mower came in cheaper than the budgeted Hustler replacement, with several maintenance items and parts added to the Quote. Total cost of \$11,085.00

Lengachers small

Engine Sales in Pittsburg, Iowa. X-one 54in. \$11,461.12 Gas
 Sinclair Tractor in Washington, Iowa. Z930M for \$13,629.00 Gas
 Lowry Equipment in Montezuma, Iowa. ZD1211-6-60 for \$19,999.00 Diesel

The cemetery had diesel powered zero turn Kubota mowers in the past, that had been replaced by Hustler gas powered zero turn mowers. The Kubota Diesels were superior machines.

If applicable, please describe the approximate value of the unit to be replaced, and whether it will be traded in or sold outright:

I would like to keep the unit this newer mower will be replacing. This mower (Hustler X-One 54" rear discharge) is a 2016 model year with 2700 hours on it now. The value of the mower to be replaced is around \$1500-2500. We have two more of these units still in service, I would hold onto this as a spare mower, and as parts. Due to the fact that the transmissions on these units have failed in the past and the parts are worth more than the mowers trade in value.

*****Please attach additional documentation including any quotations received*****

Spener Tire

140 Hwy 1 West

P: 319-338-9481

Iowa City, IA 52246

<https://www.spentire.com/>

Bill To: Elm Grove Cemetery
Address: 1101 South Ave E Washington IA
52353

Phone: 319-458-0367
Fax:
Email: zwibstad@washingtioniowa.gov

Invoice # 1100
Date 4-17-23

Invoice For:

Item #	Description	Qty	Unit Price	Discount	Price
	RT PRO 54" Briggs 27HP Commercial Mower	1	\$9,800.00		\$9,800.00
	Front Suspension Fork with Fender	1	\$475.00		\$475.00
	Spartan Quick Shield	1	\$285.00		\$285.00
	Mower Code 1234				
	Spartan Serial Number SRPR154810BS6NB104911				
	Spartan Blades 54"	9	\$25.00		\$225.00
	Spartan Belts 461-0001-00	2	\$120.00		\$240.00
	Briggs Oil Filter	3	\$12.00		\$36.00
	Spark Plugs	4	\$6.00		\$24.00

Invoice Subtotal	\$11,085
Tax Rate	
Sales Tax	
Other	
Deposit Received	
TOTAL	\$11,085

Make all checks payable to Spener Tire.

Contractor's Application for Payment

Owner: <u>City of Washington</u>	Owner's Project No.: _____
Engineer: <u>FOX Strand</u>	Engineer's Project No.: <u>3424-20B</u>
Contractor: <u>Cornerstone Excavating, Inc.</u>	Contractor's Project No.: _____
Project: <u>2022 Washington Water Main Improvements</u>	
Contract: <u>2022 Washington Water Main Improvements</u>	
Application No.: <u>3</u>	Application Date: <u>6/30/2023</u>
Application Period: From <u>6/1/2023</u> to <u>6/30/2023</u>	

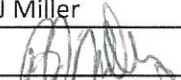
1. Original Contract Price	\$ 3,668,641.25
2. Net change by Change Orders	\$ (570,307.55)
3. Current Contract Price (Line 1 + Line 2)	\$ 3,098,333.70
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 520,357.40
5. Retainage	
a. <u>5%</u> X \$ <u>520,357.40</u> Work Completed	\$ 26,017.87
b. <u>0%</u> X \$ <u>-</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 26,017.87
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 494,339.53
7. Less previous payments (Line 6 from prior application)	\$ 366,396.95
8. Amount due this application	\$ 127,942.58
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 2,603,994.17


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: BJ Miller

Signature:  _____ **Date:** 6/30/2023

Recommended by Engineer	Approved by Owner
By:  _____	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>7/12/2023</u>	Date: _____

Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-208
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.:	3	Application Period:	From 06/01/23 to 06/30/23	Application Date:	06/30/23
------------------	---	---------------------	---------------------------	-------------------	----------

Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in C)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / I)	Balance to Finish (F - J)
				Unit Price (\$)	Value of Bid Item (C x E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E x C) (\$)				
Original Contract											
Division 1 - General											
1.01	Compaction Testing	1	LS	\$ 7,500.00	7,500.00	0.50	3,750.00		3,750.00	50%	3,750.00
1.02	Construction Contingency (Allowance)	1	ALW	\$ 20,000.00	20,000.00					0%	20,000.00
1.03	Temporary Mailing Cluster	1	LS	\$ 975.00	975.00					0%	975.00
1.04	Removals, Miscellaneous	1	LS	\$ 14,750.00	14,750.00					0%	14,750.00
1.05	Remove And Replace Signage	1	LS	\$ 9,750.00	9,750.00					0%	9,750.00
Division 2 - Earthwork											
2.01	Topsoil, Strip, Stockpile, Pinish, And Reapread	1	LS	\$ 34,550.00	34,550.00	0.10	3,455.00		3,455.00	10%	31,095.00
2.02	Unsuitable Soils, Removal And Replacement	60	CY	\$ 30.00	2,500.00					0%	2,500.00
2.03	Clearing And Grubbing, Tree Removal, Tree Trimming	1	LS	\$ 34,950.00	34,950.00	0.25	8,737.50		8,737.50	25%	26,212.50
Division 3 - Trench and Trenchless Construction											
3.01	Trench Foundation	60	TON	\$ 55.00	3,300.00					0%	3,300.00
3.02	Replacement Of Unsuitable Backfill, Trench	80	CY	\$ 30.00	2,500.00					0%	2,500.00
Division 4 - Sewers and Drains											
4.01	CCTV 8-inch Sanitary Sewer, Pre Construction Service Locate	2,346	LF	\$ 7.76	18,181.50	678.00	5,254.50		5,254.50	29%	12,927.00
4.02	CCTV 10-inch Sanitary Sewer, Pre Construction Service Locate	746	LF	\$ 7.75	5,781.50					0%	5,781.50
4.03	CCTV 12-inch Sanitary Sewer, Pre Construction Service Locate	10	LF	\$ 62.80	628.00					0%	628.00
4.04	CCTV 4-inch Sanitary Sewer, W/Report, Post Construction Service Inspection	955	LF	\$ 7.75	7,401.25					0%	7,401.25
4.05	CCTV 8-inch Sanitary Sewer, W/Report, Post Construction Service Inspection	832	LF	\$ 7.76	6,448.00					0%	6,448.00
4.06	CCTV Inspection Roveral	8	EA	\$ 855.00	2,775.00					0%	2,775.00
4.07	Sanitary Sewer Main Line, Heavy Cleaning	10	HR	\$ 325.00	3,250.00					0%	3,250.00
4.08	Sanitary Sewer Main Line, Removal Of Heavy Roots	10	HR	\$ 325.00	3,250.00					0%	3,250.00
4.09	Sanitary Sewer Main Line, Removal Of Heavy Scale	10	HR	\$ 325.00	3,250.00					0%	3,250.00
4.10	Sanitary Sewer Main Line, Precluding Top Cut	10	EA	\$ 1,200.00	12,000.00					0%	12,000.00
4.11	Sanitary Sewer Debris Cutting Rerovsal	10	HR	\$ 426.00	4,250.00					0%	4,250.00
4.12	Remove & Replace Sanitary Service	20	EA	\$ 4,275.00	85,500.00	4.00	17,100.00		17,100.00	20%	68,400.00
Division 6 - Water Mains and Appurtenances											
6.01	Cap Existing Water Main In Place	19	EA	\$ 2,306.00	43,700.00	4.00	9,200.00		9,200.00	21%	34,500.00
6.02	Removal Of Existing Water Main	30	LF	\$ 27.80	823.00					0%	823.00
6.03	Remove And Salvage Existing Fire Hydrant	9	EA	\$ 1,759.00	15,000.00	3.00	5,250.00		5,250.00	35%	8,750.00
6.04	Water Main, Connect To Existing, E. Main St. And N. 12th Ave. Connection 1	1	LS	\$ 6,950.00	6,950.00	1.00	6,950.00		6,950.00	100%	
6.05	Water Main, Connect To Existing, E. Main St. And N. 12th Ave. Connection 2	1	LS	\$ 6,950.00	6,950.00	1.00	6,950.00		6,950.00	100%	
6.06	Water Main, Connect To Existing, E. Main St. And N. 14th Ave.	1	LS	\$ 15,025.00	15,025.00	1.00	15,025.00		15,025.00	100%	
6.07	Water Main, Connect To Existing, E. Main St. And N. 16th Ave.	1	LS	\$ 6,880.00	6,880.00	1.00	6,880.00		6,880.00	100%	
6.08	Water Main, Connect To Existing, W. Madison St. And S. H. Ave.	1	LS	\$ 8,400.00	8,400.00					0%	8,400.00
6.09	Water Main, Connect To Existing, W. Madison St.	1	LS	\$ 3,835.00	3,835.00					0%	3,835.00
6.10	Water Main, Connect To Existing, W. Madison St. And S. G. Ave.	1	LS	\$ 9,835.00	9,835.00					0%	9,835.00
6.11	Water Main, Connect To Existing, W. Madison St. And S. F. Ave.	1	LS	\$ 14,750.00	14,750.00					0%	14,750.00
6.12	Water Main, Connect To Existing, W. Madison St. And S. D. Ave.	1	LS	\$ 8,800.00	8,800.00					0%	8,800.00
6.13	Water Main, Connect To Existing, W. Madison St. And S. C. Ave.	1	LS	\$ 5,600.00	5,600.00					0%	5,600.00
6.14	Tapping Valve Assembly, 4"X4"	2	EA	\$ 4,750.00	9,500.00					0%	9,500.00
6.15	Tapping Valve Assembly, 8"X8"	1	EA	\$ 11,750.00	11,750.00					0%	11,750.00
6.16	Tapping Valve Assembly, 12"X6"	1	EA	\$ 8,930.00	8,930.00					0%	8,930.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-20B
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.:	3	Application Period:	From 06/01/23 to 06/30/23	Application Dates:	06/30/23
------------------	---	---------------------	---------------------------	--------------------	----------

A	B	C	D Contract Information			E Work Completed			I	J	K	L
			F	G	H	I	J	K				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (E X G)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X H)	Materials Currently Stored (not in g)	Work Completed and Materials Stored to Date (I + J)	Value of Work Completed (I / J)	Balance to Finish (L - K)	
5.17	Tapping Valve Assembly, 12" x 6"	4	EA	\$ 17,025.00	44,100.00	2.00	22,050.00	-	22,050.00	50%	22,050.00	
5.18	Water Main, 8-Inch, Case 1, Trenched	100	LF	\$ 75.00	7,500.00	-	-	-	-	0%	7,500.00	
5.19	Water Main, 8-Inch, Case 1, Trenched, Restrained Joint	232	LF	\$ 89.00	20,800.00	92.00	8,200.00	-	8,200.00	40%	12,600.00	
5.20	Water Main, 8-Inch, Case 1, Trenched D, Nitrile Gaskets	1,450	LF	\$ 92.50	106,375.00	25.00	2,312.50	-	2,312.50	2%	104,062.50	
5.21	Water Main, 8-Inch, Case 1, Trenched D, Nitrile Gaskets, Restrained Joint	245	LF	\$ 127.50	31,237.50	24.00	3,060.00	-	3,060.00	10%	28,177.50	
5.22	Water Main, 8-Inch, Case 2, Trenchless Pvc Or Df	100	LF	\$ 170.00	17,000.00	-	-	-	-	0%	17,000.00	
5.23	Water Main, 8-Inch, Case 2, Trenchless B, Nitrile Gaskets	1,100	LF	\$ 207.00	240,120.00	300.00	62,100.00	-	62,100.00	26%	178,020.00	
5.24	Water Main, 8-Inch, Case 3, Trenchless Or Trenchless	870	LF	\$ 178.00	117,250.00	708.00	123,550.00	-	123,550.00	105%	16,300.00	
5.26	Water Main Service, 1-inch Hardware, Connection To Existing	53	EA	\$ 878.00	46,375.00	-	-	-	-	0%	46,375.00	
5.28	Water Main Service Pipe, Trenchless, 1-inch Copper	208	LF	\$ 49.50	10,296.00	64.00	3,168.00	-	3,168.00	31%	7,128.00	
5.27	Water Main Service Pipe Trenchless, 1-inch Copper	1,997	LF	\$ 58.00	109,920.00	109.00	6,104.00	-	6,104.00	6%	103,816.00	
5.28	Temporary Water Main Service (Contingency)	200	LF	\$ 43.00	8,600.00	-	-	-	-	0%	8,600.00	
5.29	Water Service Corporation	83	EA	\$ 409.00	21,200.00	8.00	3,200.00	-	3,200.00	15%	18,000.00	
5.30	Water Service Curb Stop And Box	83	EA	\$ 615.00	27,255.00	7.00	3,605.00	-	3,605.00	13%	23,650.00	
5.31	Water Main Service Pipe, Abandon Existing	83	EA	\$ 328.00	17,220.00	4.00	1,300.00	-	1,300.00	8%	15,920.00	
5.32	Flx Hydrant Assembly	10	EA	\$ 6,640.00	66,400.00	4.00	26,560.00	-	26,560.00	40%	39,840.00	
5.33	Water Main, 4-inch Resilient Wedge Gate Valve	1	EA	\$ 1,850.00	1,850.00	2.00	3,700.00	-	3,700.00	200%	(1,850.00)	
5.34	Water Main, 6-inch Resilient Wedge Gate Valve	1	EA	\$ 2,300.00	2,300.00	-	-	-	-	0%	2,300.00	
5.35	Water Main, 8-inch Resilient Wedge Gate Valve	0	EA	\$ 3,065.00	27,045.00	3.00	9,015.00	-	9,015.00	33%	18,030.00	
5.36	Water Main, 12-inch Resilient Wedge Gate Valve	1	EA	\$ 4,995.00	4,995.00	-	-	-	-	0%	4,995.00	
5.37	Remove Existing Water Main Valve	14	EA	\$ 625.00	8,750.00	1.00	625.00	-	625.00	7%	8,125.00	
5.38	Abandon Existing Water Main Valve In Place	1	EA	\$ 5,200.00	5,200.00	0.30	520.00	-	520.00	10%	4,680.00	
5.39	Water Main Testing And Disinfection	1	LB	\$ 12,600.00	12,600.00	0.50	6,250.00	-	6,250.00	50%	6,250.00	
5.40	Water Main Disconnections	1	LB	\$ 23,600.00	23,600.00	0.25	5,887.50	-	5,887.50	25%	17,682.50	
5.41	Abandon Existing Water Main In Place, W/ Grout	10	LF	\$ 236.00	2,350.00	-	-	-	-	0%	2,350.00	
Division 6 - Structures for Sanitary and Storm Sewers												
6.01	Remove Existing Storm Street Intake	2	EA	\$ 2,500.00	5,000.00	3.00	7,500.00	-	7,500.00	150%	(2,500.00)	
6.02	Storm Sewer Intake, 54-591	2	EA	\$ 7,150.00	14,300.00	3.00	21,450.00	-	21,450.00	150%	(7,150.00)	
Division 7 - Pavement and Appurtenances												
7.01	Sidewalk Removal And Disposal	676	BY	\$ 11.50	7,762.50	150.00	1,840.00	-	1,840.00	24%	5,922.50	
7.02	PCC Sidewalk, 6-Inch	1,422	BY	\$ 60.00	100,800.00	108.36	9,770.40	-	9,770.40	10%	91,029.60	
7.03	Pavement Removal And Disposal	1,513	BY	\$ 15.00	22,695.00	200.00	3,000.00	-	3,000.00	13%	19,695.00	
7.04	Removal Of Curb And Gutter	1,048	LF	\$ 15.00	15,675.00	-	-	-	-	0%	15,675.00	
7.05	PCC Full Depth Patch	1,620	BY	\$ 175.00	266,000.00	188.20	27,160.00	-	27,160.00	10%	238,840.00	
7.06	PCC Curb And Gutter, 30-Inch	968	LF	\$ 76.00	77,450.00	-	-	-	-	0%	77,450.00	
7.07	PCC Pavement Samples And Testing	1	LS	\$ 9,765.00	9,765.00	0.10	976.50	-	976.50	10%	8,788.50	
7.08	Detectable Warning Panels	352	SF	\$ 75.00	24,900.00	20.00	1,500.00	-	1,500.00	6%	23,400.00	
7.09	Asa Survey	21	EA	\$ 350.00	7,350.00	-	-	-	-	0%	7,350.00	
7.10	Driveway Pavement Removal And Disposal	419	BY	\$ 16.00	6,735.00	-	-	-	-	0%	6,735.00	
7.11	PCC Commercial Driveway Pavement, 1.5-Inch	191	BY	\$ 178.00	33,420.00	-	-	-	-	0%	33,420.00	
7.12	PCC Residential Driveway Pavement, 6-Inch	281	BY	\$ 180.00	39,150.00	65.85	9,574.50	-	9,574.50	24%	29,575.50	
7.13	Painted Pavement Markings	1	LS	\$ 9,875.00	9,875.00	-	-	-	-	0%	9,875.00	
7.14	Renewable Bollard	4	EA	\$ 5,225.00	20,900.00	-	-	-	-	0%	20,900.00	
Division 8 - Traffic Control												

Unit Price

EICDC C-620 Contractor's Application for Payment
 (c) 2018 National Society of Professional Engineers for EICDC. All rights reserved.

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Washington
 Engineer: FOX Strand
 Contractor: Cornerstone Excavating, Inc.
 Project: 2022 Washington Water Main Improvements
 Contract: 2022 Washington Water Main Improvements

Owner's Project No.:
 Engineer's Project No.: 3424-208
 Contractor's Project No.:

Application No.: 3 Application Period: From 06/01/23 to 06/30/23 Application Dates: 06/30/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C x E)	G Work Completed		I Materials Currently Stored (est. in G)	J Work Completed and Materials Stored to Date (H + I)	K % of Value of Item (J / F)	L Balance to Finish (F - J)
						H Estimated Quantity Incorporated in this Work	G Value of Work Completed to Date (E x H)				
8.01	Traffic Control & Staging	1	LS	\$ 15,900.00	15,900.00	0.25	3,825.00		3,825.00	25%	11,475.00
Division 8 - Eto Work											
9.01	Hydraulic Sealing, Patching, And Milling - Type 1	1.3	AC	\$ 10,260.00	13,325.00					0%	13,325.00
9.02	Filter Sock	500	LF	\$ 7.00	3,500.00	10.00	70.00		70.00	2%	3,430.00
9.03	Jaket Protection, Drop-In	14	EA	\$ 168.00	2,392.00					0%	2,392.00
Division 11 - Miscellaneous											
11.01	Mobilization	1	LS	\$ 199,750.00	199,750.00	0.20	39,750.00		39,750.00	20%	159,000.00
11.02	Exploratory Digging	1	LS	\$ 34,885.00	34,885.00	0.20	6,917.00		6,917.00	20%	27,668.00
11.03	Maintenance Of Solid Waste Collection	1	LS	\$ 9,850.00	9,850.00	0.10	985.00		985.00	10%	8,865.00
Division 12 - Washington Blvd. (REMOVED BY CO NO. 1)											
12.01	Cap Existing Water Main In Place	7	EA	\$ 1,640.00	11,480.00					0%	11,480.00
12.02	Tapping Valve Assembly, 4" x 4"	2	EA	\$ 5,180.00	10,360.00					0%	10,360.00
12.03	Tapping Valve Assembly, 12" x 6"	2	EA	\$ 10,075.00	20,150.00					0%	20,150.00
12.04	Water Main, 8-Inch, Case 2, Trenchless PVC Or DI	948	LF	\$ 220.00	208,560.00					0%	208,560.00
12.05	Water Main Service, 4-Inch Handhole, Connection To Existing	18	EA	\$ 480.00	8,640.00					0%	8,640.00
12.06	Water Main Service Pipe Trenchless, 1-Inch Copper	969	LF	\$ 89.00	86,220.00					0%	86,220.00
12.07	Water Main Service Pipe Trenched, 1-Inch Copper	30	LF	\$ 57.00	1,710.00					0%	1,710.00
12.08	Water Service Curb Stop & Box	18	EA	\$ 475.00	8,550.00					0%	8,550.00
12.09	Water Main Service Pipe, Abandon Existing	10	EA	\$ 375.00	3,750.00					0%	3,750.00
12.10	Fire Hydrant Assembly	1	EA	\$ 8,640.00	8,640.00					0%	8,640.00
12.11	Water Main, 8-Inch Resilient Wedge Gate Valve	2	EA	\$ 3,600.00	7,200.00					0%	7,200.00
12.12	sidewalk Removal And Disposal	114	SY	\$ 14.60	1,664.40					0%	1,664.40
12.13	POC Sidewalk, 6-Inch	116	SY	\$ 300.00	34,800.00					0%	34,800.00
12.14	Pavement Removal And Disposal	194	SY	\$ 14.60	2,806.40					0%	2,806.40
12.15	Back Paver Removal And Salvage	29	SY	\$ 325.00	9,425.00					0%	9,425.00
12.16	Removal Of Curb And Gutter	40	LF	\$ 32.50	1,300.00					0%	1,300.00
12.17	Overseer Pavement Removal And Disposal	29	SY	\$ 32.00	928.00					0%	928.00
12.18	POC Full Depth Patch	176	SY	\$ 125.00	22,000.00					0%	22,000.00
12.19	POC Curb And Gutter, 30 Inch	40	LF	\$ 75.00	3,000.00					0%	3,000.00
12.20	Back Paver Patch, Restoration Of Existing Pavement	89	SY	\$ 165.00	14,685.00					0%	14,685.00
12.21	POC Resurfaced Overseer Pavement, 6-Inch	29	SY	\$ 130.00	3,770.00					0%	3,770.00
12.22	Hydraulic Sealing, Patching, And Milling - Type 1	0.60	AC	\$ 4,250.00	2,550.00					0%	2,550.00
12.23	Compaction (Typing)	1	LS	\$ 6,275.00	6,275.00					0%	6,275.00
12.24	Remove Miscellaneous	1	LS	\$ 10,250.00	10,250.00					0%	10,250.00
12.25	Remove And Replace Signage	1	EA	\$ 4,585.00	4,585.00					0%	4,585.00
12.26	Trench, Strip, Stockpile, Remove, And Regrade	1	LS	\$ 12,500.00	12,500.00					0%	12,500.00
12.27	Clearing And Grubbing, Tree Removal, Tree Trimming	1	LS	\$ 7,500.00	7,500.00					0%	7,500.00
12.28	Water Main, Connect To Existing, W. Washington Blvd And G. F. Ave	1	LS	\$ 10,500.00	10,500.00					0%	10,500.00
12.29	Water Main, Connect To Existing, W. Washington Blvd And S. D. Ave	1	LS	\$ 10,500.00	10,500.00					0%	10,500.00
12.30	Poc Pavement Rampart And Tearing	1	LS	\$ 5,000.00	5,000.00					0%	5,000.00
12.31	Traffic Control & Staging	1	LS	\$ 5,000.00	5,000.00					0%	5,000.00
12.32	Mobilization	1	LS	\$ 25,000.00	25,000.00					0%	25,000.00
12.33	Exploratory Digging	1	LS	\$ 7,850.00	7,850.00					0%	7,850.00
12.34	Water Main, Tearing And Disinfection	1	LS	\$ 5,000.00	5,000.00					0%	5,000.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-20B
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.:		Application Period:		From		to		Application Date:	
3		06/03/23		06/30/23		06/30/23			
Bid Item No.	Description	Contract Information			Work Completed			K of Value of Item (I/F) (%)	Balance to Finish (F) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
12.26	Water Main Disconnections	1	LB	\$ 4,865.00	4,865.00			0%	4,865.00
12.36	Water Main Casing With Water-tight End-Sable, D30, 8-Inch Division 13 - Bio Trail	20	LF	\$ 316.00	6,300.00			0%	6,300.00
13.01	PCC Bike Trail, 6.5-Inch	734	SY	\$ 86.00	58,720.00			0%	58,720.00
13.02	ADA Survey	3	EA	\$ 340.00	1,020.00			0%	1,020.00
13.03	Detectable Warning Panels	45	SF	\$ 76.00	7,125.00			0%	7,125.00
Bid Alternat No. 1									
A1.01	Compaction Testing	1	LG	\$ 7,750.00	7,750.00			0%	7,750.00
A1.02	Removal, Miscellaneous	1	LS	\$ 10,350.00	10,350.00			0%	10,350.00
A1.03	Remove And Replace Signs	1	LS	\$ 5,500.00	5,500.00			0%	5,500.00
A1.04	CCTV 8-inch Sanitary Sewer, Pre Construction Service Locate	870	LF	\$ 8.26	7,177.50			0%	7,177.50
A1.05	CCTV 4-inch Sanitary Sewer W/Report, Post Construction Service Inspection	316	LF	\$ 8.26	2,598.75			0%	2,598.75
A1.06	CCTV 8-inch Sanitary Sewer W/Report, Post Construction Service Inspection	316	LF	\$ 8.26	2,598.75			0%	2,598.75
A1.07	CCTV Inspection Reversal	3	EA	\$ 540.00	1,620.00			0%	1,620.00
A1.08	Sanitary Sewer Main Line, Heavy Cleaning	10	HR	\$ 350.00	3,500.00			0%	3,500.00
A1.09	Sanitary Sewer Main Line, Removal Of Heavy Roots	10	HR	\$ 325.00	3,250.00			0%	3,250.00
A1.10	Sanitary Sewer Main Line, Removal Of Heavy Beals	10	HR	\$ 325.00	3,250.00			0%	3,250.00
A1.11	Sanitary Sewer Main Line, Protecting Tie Cut	10	EA	\$ 1,200.00	12,000.00			0%	12,000.00
A1.12	Sanitary Sewer Debris Cutting Removal	10	HR	\$ 425.00	4,250.00			0%	4,250.00
A1.13	Cap Existing Water Main In Place	2	EA	\$ 1,800.00	3,600.00			0%	3,600.00
A1.14	Removal Of Existing Water Main	40	LF	\$ 47.50	1,900.00			0%	1,900.00
A1.16	Removal Of Existing Water Main Valve	3	EA	\$ 2,000.00	6,000.00			0%	6,000.00
A1.18	Remove And Salvage Existing Fire Hydrant	2	EA	\$ 1,700.00	3,400.00			0%	3,400.00
A1.17	Water Main, Connect To Existing, W. Madison St. And Hwy 1	1	LB	\$ 4,600.00	4,600.00			0%	4,600.00
A1.16	Water Main, Connect To Existing, W. Madison St. And S. H Ave.	1	LB	\$ 9,765.00	9,765.00			0%	9,765.00
A1.19	Tepping Valve Assembly, 12"X9"	1	EA	\$ 10,475.00	10,475.00			0%	10,475.00
A1.20	Water Main, Installation Case 1, Trenched Di W/ Nipple Gaskets	30	LF	\$ 84.50	2,535.00			0%	2,535.00
A1.21	Water Main, Installation Case 2, Trenched Di W/ Nipple Gaskets	1,340	LF	\$ 99.26	133,789.00			0%	133,789.00
A1.22	Water Main, Installation Case 3, Trenched Or Trenchless Di W/ Nipple Gaskets	10	LF	\$ 116.00	1,150.00			0%	1,150.00
A1.23	Water Main Service, 1-inch Hardware, Connection To Existing	19	EA	\$ 716.00	13,585.00			0%	13,585.00
A1.24	Water Main Service Pipe, Trenched, 1-inch Copper	84	LF	\$ 49.80	4,158.00			0%	4,158.00
A1.25	Water Main Service Pipe Trenchless, 1-inch Copper	616	LF	\$ 54.50	33,517.50			0%	33,517.50
A1.26	Temporary Water Main Service, Contingency	100	LF	\$ 43.00	4,300.00			0%	4,300.00
A1.27	Water Service Corporation	19	EA	\$ 386.00	6,175.00			0%	6,175.00
A1.29	Water Service Curb Stop And Box	19	EA	\$ 376.00	7,125.00			0%	7,125.00
A1.28	Water Main Service Pipe, Abandon Existing	19	EA	\$ 385.00	6,175.00			0%	6,175.00
A1.30	Fire Hydrant Assembly	9	EA	\$ 9,550.00	85,950.00			0%	85,950.00
A1.31	Water Main, 8-inch Resilient Wedge Gate Valve	1	EA	\$ 2,950.00	2,950.00			0%	2,950.00
A1.32	Abandon Existing Water Main Valve In Place	2	EA	\$ 5,000.00	10,000.00			0%	10,000.00
A1.33	Water Main Tapping And Reinforce	1	LS	\$ 7,065.00	7,065.00			0%	7,065.00
A1.34	Water Main Disconnections	1	LS	\$ 10,700.00	10,700.00			0%	10,700.00
A1.35	Sidewalk Removal And Disposal	87	SY	\$ 30.00	2,610.00			0%	2,610.00
A1.36	PCC Sidewalk, 8-Inch	293	SY	\$ 300.00	87,900.00			0%	87,900.00
A1.37	Pavement Removal And Disposal	53	SY	\$ 30.00	1,590.00			0%	1,590.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-20B
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.:		Application Period:		From		to		Application Date:			
3		From		06/01/23		to		06/30/23		06/30/23	
A Bid Item No.	B Description	C Contract Information				D Work Completed		E Materials Currently Stored (Net In G) (\$)	F Work Completed and Material Stored to Date (H + I) (\$)	G % of Value of Item (J / F) (%)	H Balance to Finish (K - J) (\$)
		I Item Quantity	J Units	K Unit Price (\$)	L Value of Bid Item (C X J) (\$)	M Estimated Quantity Incorporated in the Work	N Value of Work Completed to Date (E X G) (\$)				
A1.36	Removal Of Curb And Gutter	81	LF	\$ 27.50	2,227.50					0%	2,227.50
A1.39	PCC Full Depth Patch	69	SY	\$ 405.00	27,600.00					0%	27,600.00
A1.40	PCC Curb And Gutter, 30-Inch	81	LF	\$ 75.00	5,075.00					0%	5,075.00
A1.41	PCC Pavement Samples And Testing	1	LS	\$ 6,500.00	6,500.00					0%	6,500.00
A1.42	Deleterious Warning Panels	1	SF	\$ 75.00	75.00					0%	75.00
A1.43	ADA Survey	1	EA	\$ 350.00	350.00					0%	350.00
A1.44	Driveway Pavement Removal And Disposal	169	SY	\$ 30.00	4,740.00					0%	4,740.00
A1.45	PCC Commercial Driveway Pavement, 15-Inch	139	SY	\$ 176.00	24,150.00					0%	24,150.00
A1.46	PCC Residential Driveway Pavement, 6-Inch	3	SY	\$ 1,500.00	4,500.00					0%	4,500.00
A1.47	Traffic Control & Staging	1	LS	\$ 11,500.00	11,500.00					0%	11,500.00
A1.48	Hydratio Seeding, Fertilizing, And Mulching - Type 1	0.30	AC	\$ 10,000.00	3,000.00					0%	3,000.00
A1.49	Filter Sock	100	LF	\$ 7.00	700.00					0%	700.00
A1.50	Initial Protection, Drop-In	6	EA	\$ 155.00	925.00					0%	925.00
A1.51	Mobilization	1	LS	\$ 19,850.00	19,850.00					0%	19,850.00
A1.52	Exploratory Digging	1	LS	\$ 5,250.00	5,250.00					0%	5,250.00
A1.53	Abandon Existing Water Main In Place, W/ Grout	1.165	LF	\$ 30.00	35,850.00					0%	35,850.00
Original Contract Totals					\$ 3,698,641.25		\$ 820,357.40	\$ 820,357.40	14%	\$ 3,148,283.85	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Washington
 Engineer: FOX Strand
 Contractor: Cornerstone Excavating, Inc.
 Project: 2021 Washington Water Main Improvements
 Contract: 2022 Washington Water Main Improvements

Owner's Project No.:
 Engineer's Project No.: 3/24-20B
 Contractor's Project No.:

Application No.: 3		Application Period: From 05/01/23 to 05/30/23				Application Date: 06/30/23					
A Bid Item No.	B Description	C Contract Information			D Work Completed			I Materials Currently Stored (net in G)	J Work Completed and Materials Stored to Date (H + I)	K % of Value of Item (J / F)	L Balance to Finish (F - J)
		F Item Quantity	G Units	H Unit Price (\$)	E Value of Bid Item (C X E) (\$)	F Estimated Quantity Incorporated in the Work	G Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO 1.1	Remove Division 12 Items (See CO No. 1)	LS	1.00	(559,426.00)	(559,426.00)					0%	(559,426.00)
CO 1.2	Remove Multi-Use Trail (CO No. 1)	SY	(734.00)	80.00	(58,720.00)					0%	(58,720.00)
CO 1.3	Multi-Use Trail to 5' Sidewalk (CO No. 1)	SY	367.00	130.35	47,838.45					0%	47,838.45
Change Order Totals:					\$ (570,307.55)	\$	\$	\$	\$	0%	\$ (570,307.55)
Original Contract and Change Orders											
Project Totals:					\$ 3,088,339.70	\$	\$ 520,357.40	\$	\$ 520,357.40	17%	\$ 2,577,976.30

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE WASHINGTON EAST COMMERCIAL URBAN RENEWAL AREA, IN CITY OF WASHINGTON, COUNTY OF WASHINGTON STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WASHINGTON, COUNTY OF WASHINGTON, WASHINGTON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE WASHINGTON EAST COMMERCIAL URBAN RENEWAL AREA (**THE WASHINGTON EAST COMMERCIAL URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Washington, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 2023-052 passed and approved on the 20th day of June, 2023, adopted the Washington East Commercial Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Washington East Commercial Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

The West 10 acres of the East Half of the Southwest Quarter of the Southeast Quarter of Section 16, Township 75 North, of Range 7 West of the 5th P.M., in Washington County, Iowa.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Washington, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Washington, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Washington, County of Washington, Washington Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Washington, State of Iowa, certifies to the Auditor of Washington County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Washington, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Washington, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Washington, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

Read First Time: June 20, 2023

Read Second Time: July 5, 2023

Read Third Time: _____, 2023

PASSED AND APPROVED: _____, 2023.

I, Sally Y. Hart, City Clerk of the City of Washington, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2023, signed by the Mayor on _____, 2023, and published in the Southeast Iowa Union on _____, 2023.

City Clerk, City of Washington, State of Iowa

(SEAL)

02205449-1\11307-066

ORDINANCE CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

1. I certify that Ordinance Number _____, of which a true copy is attached, was duly adopted by the City Council of the City of Washington, State of Iowa, signed by the Mayor and published as required by law and is now in effect. I further certify that the consideration(s) and votes taken for the enactment of the Ordinance occurred as follows:

(For any consideration that was waived, insert N/A in the blanks for that consideration and complete paragraph regarding waiver below.)

First consideration - Date: June 20, 2023

Vote: In favor 6, Opposed 0,

Absent or Abstain none.

July 5, 2023

Second consideration - Date: _____

Vote: In favor 5, Opposed 0,

Absent or Abstain Moore absent.

Third Consideration - Date: _____

Vote: In favor _____, Opposed _____,

Absent or Abstain _____.

On the date of _____, 2023, the City Council adopted a motion for the suspension of the rule requiring separate consideration at three meetings and voted the final adoption of the Ordinance. The vote for suspension of the rules was by three-fourths of the full City Council, voting _____ in favor, _____ opposed, and _____ absent, vacant or abstaining and was duly recorded as noted above.

- 2. I further certify that if any consideration of the Ordinance did not receive an affirmative vote for passage, there was no further consideration of the Ordinance on any date thereafter.
- 3. Following final approval of the Ordinance by the City Council, the full text of Ordinance (or a summary of the Ordinance complying with Iowa Code Section 380.7(3)) was published in the following newspaper(s) on the following date(s):

Southeast Iowa Union

_____, 2023

4. I further certify that each meeting for the consideration of the Ordinance was duly and publicly held, with a notice of the meeting and tentative agenda naming the consideration of the Ordinance timely posted and upon reasonable advance notice to the media as required by the Chapter 21, Code of Iowa, and rules of the Council then governing.

5. I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2023.

City Clerk, City of Washington, State of Iowa

(SEAL)

**(Attach Affidavit of Publication to this Certificate
and send Certificate and Affidavit to Ahlers & Cooney, P.C.)**

02205451-1\11307-066

EXHIBIT A

CHAPTER 130 PUBLIC SALE OF FOOD AND BEVERAGES FROM MOBILE FOOD VENDORS IN CITY LIMITS

130.01 Purpose

130.02 Definition

130.03 Mobile Food

License Required

130.04 License Application

130.05 Performance Standards

130.06 Property Owner/Lessee Responsibility

130.07 License Fees

130.08 Compliance with the Law

130.09 Suspension or Revocation of License

130.10 Penalty

130.01 PURPOSE

The purpose of this chapter is to provide rules, regulations and restrictions concerning the sale of any consumable food and beverage from a Mobile Food Vendor **and the cooking of any food emitting smoke or grease laden vapors inside a mobile food unit** within the Washington City limits. The provisions of this chapter are enacted for the protection of the health, safety, and welfare of the citizens of the City.

130.02 DEFINITION

“Mobile food vendor” means a person engaged in the business of selling food or beverages from a mobile food unit ~~(self-contained motorized vehicle, trailer or pushcart)~~. “Mobile food unit” means a vehicle that contains cooking equipment that produces smoke or grease laden vapors for the purpose of preparing and serving food to the public.

130.03 MOBILE FOOD LICENSE REQUIRED

It shall be unlawful for any person to engage in the sale of food or beverages from a mobile food unit within City limits on private or public property without first obtaining a mobile food unit license. A mobile food unit license is a special license and is required in addition to any other required City business license or state license or permit the person may hold or be required to hold. A mobile food unit license issued by the City Clerk or the City Clerk's designee shall be subject to the following:

- A. A mobile food unit license is available as a daily license or an annual license that ~~expires on December 31st each year~~ is valid for **one year from the date of issuance** and must be renewed prior to the first sale after that date.

- B. Each mobile food unit shall be licensed separately. No license transfer is allowed.
- C. Each mobile food unit shall comply with Washington County and State of Iowa inspection requirements and display State license in full view of the public in or on the unit.
- D. Each mobile food unit shall have a working fire suppression system ~~as needed determined during the annual fire inspection~~ where the cooking of food emitting smoke or grease laden vapors takes place inside the unit, and within units equipped with gas piping and appliances, such mobile food units shall be subject to an annual approved fire department safety inspection.
- E. Fire Department Safety Inspection
 1. All mobile food units shall be inspected by the Fire Department prior to initiation of business operations within the City and shall follow this process:
 - a. An application has been submitted to the City Clerk.
 - b. Applicable fees have been paid.
 - c. The Fire Department has been contacted prior to any event and an inspection time and date has been scheduled with the fire inspection.
 - d. The inspection will take place and the Fire Chief or designee will sign inspection report and return to the City Clerk or designee.
 - e. City Clerk will review and approve or deny the full permit application to the vendor.
 2. All mobile food units ~~inspected~~ requiring inspection must comply with the provisions of Section 319 of the 2018 International Fire Code or the International Fire Code ~~the~~ most recently adopted ~~International Fire Code~~ by the Washington City Council.
 3. Inspections are required annually and prior to submittal of a license application by the City. It shall be the obligation of the mobile food vendor to schedule the inspection with the Fire Department. All Fire Safety inspection reports will be kept on file with the Fire Department and City Clerk.
 4. The cost of the fire department inspection shall be set by resolution of the City Council.
 5. Upon completion of the annual fire inspection, if the Fire Department determines that the mobile food unit passes the inspection, the Fire

Chief shall sign the certificate of compliance on the mobile food vendor license application and identify any conditions for operation as deemed appropriate as a result of said inspection.

6. Mobile Food Vendors from outside of Washington County may have the required fire department inspection completed by a fire department other than the Washington Fire Department. The inspection shall be reported on the City of Washington's approved form and reviewed by the Washington Fire Chief or designee for approval or denial.
- F. Exempt. The following shall be exempt from the licensing and fire department inspection requirement:
1. Seasonal food stands selling only local fresh produce.
 2. Vendors participating in the City-approved weekly Farmers Market.
 3. Concession stands associated with sports or recreational venues that have been approved as part of a site plan.
 4. Mobile Food Vendors ~~are exempt from the fees and if~~ part of a special event that has prior approval of the Council or the City Administrator, ~~a fire department inspection is still required prior to the event.~~
 5. Vendors participating in events at the Washington County Fairgrounds.
 6. The following shall be exempt from fire safety inspections:
 - a. Mobile food units where no cooking will be taking place.
 - b. Mobile food units that do not have any gas appliances and/or piping.

130.04 LICENSE APPLICATION

The application shall be on a form furnished by the City Clerk. All food vendors shall comply with the Iowa Department of Public Health rules and regulations governing the sale of food for consumption on the premises.

- A. Filing: Applications shall be filed with the City Clerk. No application request shall be accepted for filing and processing unless it conforms to the requirements of this chapter. This would include a complete and true application, all of the required materials and information prescribed, when applicable, a Fire Safety Inspection Form with the signature of the Fire Chief and is accompanied by ~~the~~ any required fees.
- B. Timely Submitted: Unless otherwise provided herein, applications must be

submitted not less than two (2) business days prior to the proposed start date of the mobile food unit activities. The city reserves the right to reject any applications that have not been timely submitted to the city. The Clerk shall have the discretionary right to accept an application made less than 2 business days prior to the desired start date.

C. Application Contents: Application shall be made on a form provided by the city and shall include:

1. Full name of the applicant.
2. Applicant's contact information including mailing address, phone numbers and e-mail address.
3. State health inspection certificate with the classification level of the state license identified.
4. Description of the kitchen facilities, cooking facilities, preparation area, safety features (fire suppression system, etc.) of the mobile food unit.
5. Photographs of the mobile food unit from the front, side and back.
6. Make, model and year of vehicle to be used and the license plate number.
7. Overall size of the vehicle; to include length, width, and height.
8. **When applicable:** Fire Chief certificate of compliance with the Fire Department's annual inspection.
9. Application and license fees.
10. Insurance certificate.

D. Issuance of License. Upon completion of the review process and determination of compliance with the applicable regulations, the City Clerk will issue a mobile food unit license. The license shall be placed in the upper left (passenger side) of the front windshield or the left front side of a trailer or cart to aid in the visual verification of the licensing for that year.

E. Modification of License After Issuance. Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher State licensing level classification, a new application and fire inspection shall be required.

- F. **Right to Appeal:** If the City Clerk revokes or refuses to issue a license, an applicant may appeal to the City Council at its next regularly scheduled meeting by filing with the City Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. As a result of this appeal, the City Council may affirm, modify or reverse the decision of the clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.

- G. **Applications Deemed Withdrawn:** Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the city and made reasonable progress within thirty (30) days from the last notification from the city to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

130.05 PERFORMANCE STANDARDS

- A. Mobile food unit(s) are allowed to be operated on public property if approved by the City. Mobile units are prohibited from parking within 100 feet of any permanent building establishment that sells prepared food or beverages, this measure does not apply for mobile food vendors associated with special events approved by the city council.

- B. Persons conducting business from a mobile food unit must do so in compliance with the following standards:
 - 1. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

 - 2. The operator of the mobile food unit shall display their city license in full view of the public in or on the unit.

 - 3. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.

 - 4. The mobile food unit must be located on a paved or rocked surface, unless approved as part of an event permit.

5. Mobile food units shall be located on property that is zoned B-1 Retail Business, B-2 General Business, C-1 Conservation, CCRC – Continuous Care Retirement Community, FG Fairground, I-1 Light Industrial, I-2 Heavy Industrial, or A-1 Agricultural.
6. All mobile food units shall maintain a minimum separation from buildings of fifteen feet as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of food unit shall not impede pedestrians entering or exiting a building.
7. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand, or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.
8. Off premises signs directing patrons to the mobile food unit are prohibited.
9. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers and shall keep the area around the mobile food unit clear of litter and debris at all times.
10. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.
11. Mobile food units with top mount hood exhaust vents shall not be set up under a tree or electrical lines unless a minimum of eight feet vertical clearance is achieved.

130.06 PROPERTY OWNER/LESSEE RESPONSIBILITY.

By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

130.07 LICENSE FEES.

At the time of submittal of a license application, the applicant shall pay to the city the applicable license fee in addition to any applicable inspection fee(s). The fee schedule will be set by resolution and may be modified from time to time with approval by resolution of the City Council.

Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

130.08 COMPLIANCE WITH THE LAW.

Each Mobile Food Unit vendor shall comply with all applicable federal, state, and local laws, regulations and rules.

130.09 SUSPENSION OR REVOCATION OF LICENSE.

Any license issued under the provisions of this chapter may be suspended or revoked by the city as follows:

- A. Grounds: The City Clerk may suspend or revoke any license issued under this chapter, for any of, but not limited to, the following reasons:
 1. The licensee has made fraudulent statements in his/her application for the license or conduct of his/her business.
 2. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.
 3. The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order or morals.
 4. The city clerk or the city clerk's designee has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.
- B. Notice of Suspension or Revocation; Right to Appeal: The City Clerk shall cause notice of the license revocation to be served in person by a city official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the City of Washington. The licensee may appeal the revocation of the license to the City Council at its next regularly scheduled meeting by filing with the City Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. The City Council may affirm, modify or reverse the decision of the City Clerk to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the

issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

130.10 PENALTY.

Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are municipal infractions subject to a fine of not more than \$750.00 for the first offense and \$1,000.00 for each additional offense, or may be punishable as municipal infractions subject to a civil penalty as set forth in this Code of Ordinances. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers and code enforcement officers shall have the authority to issue citations for violations of this chapter and shall have the discretion to enforce this chapter as a municipal infraction.

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 130 PUBLIC SALE OF FOOD AND BEVERAGES FROM MOBILE FOOD VENDORS IN CITY LIMITS

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

SECTION 1. The Ordinance shall be amended to update the 130.01 Purpose to include “and the cooking of any food emitting smoke or grease laden vapors inside a mobile food unit...”

SECTION 2. The Ordinance shall be amended to add the definition of a Mobile Food Unit as a vehicle that contains cooking equipment that produces smoke or grease laden vapors for the purpose of preparing and serving food to the public.

SECTION 3. The Ordinance shall be amended in 130.03A to state that mobile food unit licenses are available as a daily license or an annual license that is valid for one year from the date of issuance and must be renewed prior to the first sale after that date.

SECTION 3. The Ordinance shall be amended to further outline the Fire Safety Inspection Process, as outlined in 130.03E in attachment Exhibit A.

SECTION 4. The Ordinance shall be amended to add 130.03F(5) Exempt. The following shall be exempt from the licensing and fire department inspection requirement:

1. Seasonal food stands selling only local fresh produce.
2. Vendors participating in the City-approved weekly Farmers Market.
3. Concession stands associated with sports or recreational venues that have been approved as part of a site plan.
4. Mobile Food Vendors part of a special event that has prior approval of the Council or the City Administrator.
5. Vendors participating in events at the Washington County Fairgrounds.
6. The following shall be exempt from fire safety inspections:
 - a. Mobile food units where no cooking will be taking place.
 - b. Mobile food units that do not have any gas appliances and/or piping.

SECTION 5. The Ordinance shall be amended to add 130.05 Performance Standards B.(11): Mobile food units with top mount hood exhaust vents shall not be set up under a tree or electrical lines unless a minimum of eight feet vertical clearance is achieved.

SECTION 6. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7. **Effective Date.** This Ordinance shall be in effect after its final passage approval and publication as provided by law.

Passed and approved this ___ day of ___, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

Approved on First Reading: July 5, 2023

Approved on Second Reading:

Approved on Third & Final Reading:

I certify that the foregoing was published as Ordinance No. on the ___ day of ___, 2023.

Sally Y. Hart, City Clerk