



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, August 1, 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, August 1st, 2023 to be approved as proposed or amended.

Consent:

1. Council Minutes July 18, 2023
2. Ahlers & Cooney, P.C., Washington East Commercial URP, \$154.00
3. Ahlers & Cooney, P.C., Washington Hotel Group, LLC, \$710.00
4. FOX Strand, 2021 Washington Water Main Improvements, \$7,590.55
5. FOX Strand, Bazooka Farmstar Consultation, \$120.02
6. Kevin Olson City Attorney, June and July Legal Services, \$2,136.82
7. Veenstra & Kimm, Inc., Murphy Boundary Retracement, \$477.35
8. Veenstra & Kimm, Inc., 12th Avenue and Washington Street Intersection Improvements, \$9,409.45
9. Veenstra & Kimm, Inc., Dog Park Storm Sewer, \$895.00
10. Washington Economic Development Group, 2023 Portion of Pledge, \$30,000.00
11. Mi Pueblo Real #2, Campo Azul, Inc., 1021 W. Madison St., Class C Retail Alcohol License (**renewal**)
12. Department Reports

SPECIAL PRESENTATION

- Nuisance Report
- Mayoral Appointments:
 - Hotel/Motel Tax Fund Administration Committee – Charla Howard (*filling a term that ends 6/30/2024*)

- Forestry Commission – Charles Halvorson (*reappointment – term ending 6/30/2026*)
- Library Board – Gary Murphy (*reappointment to fill term 7/1/2022-6/30/2028*)

SPECIAL EVENT REQUESTS

- Washington High School – Fall Parades
- Hospice of Washington County Annual 5k Memorial Walk – September 16, 2023

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS

- Claims for August 1, 2023

NEW BUSINESS

1. **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
2. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer
3. Discussion and Consideration of a Resolution Approving Hotel/Motel Tax Administration Committee Matching Funds for Grant Applications
4. Discussion and Consideration of a Resolution Adopting a Fee for Fulfilling Public Records Requests
5. Discussion and Consideration of a Resolution Awarding Preliminary Engineering Contract for the 2nd Phase of the Wellness Park Design and Opinion of Cost
6. Discussion and Consideration of a Lease Contract with Gordon Flesch (Washington Free Public Library)
7. Discussion and Consideration of Pay Application No. 7 Country Club View Subdivision (DeLong Construction \$9,429.37)
8. Discussion and Consideration of Pay Application No. 6 Adams Street Reconstruction (Cornerstone Excavating \$141,544.29)
9. Discussion and Consideration of Change Order No. 2 Adams Street Reconstruction (Cornerstone Excavating \$6,600.00)
10. Discussion and Consideration of Third and Final 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*)

3. Discussion and Consideration of a Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy) (*tabled*)

WORKSHOP

1. Discussion of 3rd Avenue Between Jefferson Street and Washington Street
2. Discussion and Consideration of Sidewalk Inspection Program

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 7-18-2023

The Council of the City of Washington, Iowa, met Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, July 18, 2023, at 4:30 p.m. Motion by Moore, second by Rangel to call the meeting to order.

On roll call present: Earnest, Glinsmann, Moore, Rangel, and Youngquist. Absent: Stigers. Also, present, Fire Chief Brendan DeLong, Fireman Jerry Guengerich and City Administrator Deanna McCusker.

The Fire Chief gave the City Council a tour of the fire department, including reviewing the year and age of the fire trucks, equipment and discussed future purchases and provided a tour of the entire facility. The tour concluded at 5:38 p.m. with a motion by Moore and a second by Earnest. Motion carried.

At 6:00 p.m. the Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street with Mayor Pro Tem Youngquist in the chair.

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

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

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 Service Provided, \$23,850.00
8. Washington Chamber of Commerce, Annual City Contribution to City/Chamber Tourism, \$24,000.00
9. YMCA of Washington County, Pool Management, \$10,000.00
10. Department Reports

Motion by Stigers, second by Moore, to approve consent items 1-10. Motion carried.

Motion by Glinsmann, second by Earnest, to approve the mayoral appointment of Jayson Keil to the Park & Recreation Board. Motion carried.

Samantha Meyer with Main Street Washington, presented a special event request for Movies on Main for August 11, 2023. Motion by Stigers, second by Rangel, to approve the Main Street Washington special event request for Movies on Main. Motion carried.

Presentation from the Public: Ms. Amigan from Washington spoke to the Council about high inflation and that she can't work since she has to care for her husband. She is requesting council to consider providing economic relief so she can access public services. Eduardo Hernandez from Washington stated he is in a difficult situation due to inflation and Covid 19 and that he hopes city council would support an economic relief of \$500. This would have a positive impact on his life.

The claims were presented by City Administrator Deanna McCusker. Motion by Glinsmann, second by Moore to approve claims for July 18, 2023. Motion carried.

Motion by Moore, second by Rangel to approve a Resolution Approving a Purchase Agreement with Stephen Swaffer for Lot 9, Washington Business Park Subdivision, Phase 1. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried. **(Resolution 2023-059)**

Mayor Pro Tem Youngquist opened the Public Hearing on the Library Makerspace Proposed Plans, Specifications, Form of Contract and Estimate of Cost and Taking of Bids. No written or oral comments were received from the public.

Motion by Moore, second by Rangel, to close the Public Hearing. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried.

Motion by Moore, second by Glinsmann to approve a Resolution Adopting the Plans, Specifications, Form of Contract and Estimate of Cost for the Library Makerspace project. Roll call: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried. **(Resolution 2023-060)**

Mayor Pro Tem Youngquist opened the Public Hearing on the Voluntary Severance of Property (Sara and Keith Murphy). No written or oral comments were received from the public.

Motion by Moore, second by Stigers, to close the Public Hearing. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays none. Motion carried.

With a recommendation from the City Attorney, motion by Moore, second by Rangel, to table the Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy). Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried.

Motion by Earnest, second by Stigers to approve a Resolution Setting the Public Hearing on the Progress, Scope, Budget and Status of the City's Water Main Project for 6:00 p.m. August 1, 2023. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried. **(Resolution 2023-061)**

Motion by Moore, second by Glinsmann to approve a Resolution Authorizing Fiscal Year End 2023 Transfers. Roll call vote on this motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried. **(Resolution 2023-062)**

Motion by Moore, second by Stigers to approve Resolution Approving the Placement and Installation of Street Lights in the Country Club View Subdivision. Roll call vote on this motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried. **(Resolution 2023-063)**

Fire Engine Bids Received:

- Toyne Inc. \$940,423.51 (upfits estimate \$50,000)
- Reliant Fire Apparatus \$1,075,501

Motion by Earnest, second by Stigers to approve Resolution Approving the Purchase Agreement for the 2025 Toyne Custom Pumper Fire Truck. Roll call vote on this motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-064)**

Cemetery Mower Bids Received:

- Spenler Tire \$11,085.00
- Lengachers Small Engine Sales \$11,461.12
- Sinclair Tractor \$13,629.00
- Lowry Equipment \$19,999.00

Motion by Moore, second by Rangel, to approve the Cemetery Department Mower Purchase for a Spartan mower from Spenler Tire in Iowa City for \$11,085. Motion carried.

Motion by Glinsmann, second by Moore to approve Pay Application No. 3 for 2022 Washington Water Main Improvements (Cornerstone Excavating, Inc. \$127,942.58). Motion carried.

Motion by Moore, second by Stigers, to approve the Third Reading of an Ordinance Providing the 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)**. Roll call vote on the motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried. **(Ordinance 1155)**

Motion by Stigers, second by Moore to approve 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 the City Limits. Roll call vote on the motion: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried.

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

No action was taken on the possible First Reading of Ordinance No. 2023- Vacant Building Code and it remains tabled.

The Council entered a workshop to discuss the Capital Improvement Plan. Downtown Streetscape was discussed. This discussion will be held at a future meeting.

Department reports were presented.

Motion by Stigers, second by Rangel that the Regular Session held at 6:00 p.m., Tuesday, July 18, 2023, is adjourned at 7:28 p.m. Motion passed unanimously.

Deanna McCusker, City Administrator



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

July 19, 2023

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 848471
Client #: 11307
Matter #: 66
Billing Attorney: JHS

INVOICE SUMMARY

RE: WASHINGTON EAST COMMERCIAL URP

For professional services rendered and costs advanced through July 15, 2023:

Total Professional Services	\$ 154.00
Total Expenses	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 154.00

Invoice #: 848471
WASHINGTON EAST COMMERCIAL URP

July 19, 2023

PROFESSIONAL SERVICES

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
6/16/23	JHS	.30	RECEIVE AND RESPOND TO EMAILS REGARDING PLANNING AND ZONING COMMISSION REPORT
6/16/23	MP	.20	SEND FOLLOW UP EMAIL TO CITY CLERK REGARDING STATUS OF TRANSCRIPT DOCUMENTS
6/25/23	JHS	.10	RECEIVE AND RESPOND TO EMAIL FROM CITY CLERK REGARDING TRANSCRIPT CERTIFICATE
6/27/23	MP	.20	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS

TOTAL FEES	\$ 154.00
TOTAL THIS INVOICE	\$ 154.00



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

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July 19, 2023

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CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 848471
Client #: 11307
Matter #: 66
Billing Attorney: JHS

REMITTANCE ADVICE

For professional services rendered through July 15, 2023

RE: WASHINGTON EAST COMMERCIAL URP

TOTAL THIS INVOICE

\$ 154.00

Please return this page with payment to AHLERS & COONEY, P.C.



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

July 19, 2023

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 848470
Client #: 11307
Matter #: 65
Billing Attorney: JHS

INVOICE SUMMARY

RE: WASHINGTON HOTEL GROUP, LLC

For professional services rendered and costs advanced through July 15, 2023:

Total Professional Services	\$ 710.00
Total Expenses	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 710.00

Invoice #: 848470
 WASHINGTON HOTEL GROUP, LLC

July 19, 2023

PROFESSIONAL SERVICES

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED	
6/26/23	JHS	.40	REVIEW QUESTIONNAIRE RETURNED BY CITY; ATTENTION TO FOLLOW UP; RECEIVE AND RESPOND TO FOLLOW UP CORRESPONDENCE WITH CITY ADMINISTRATOR	
6/26/23	MP	.50	MAKING REVISIONS TO THE DEVELOPMENT AGREEMENT	
6/27/23	JHS	1.20	REVIEW AND REVISE DRAFT AGREEMENT AND MEMO; SEND DRAFT AGREEMENT AND MEMO TO CITY ADMINISTRATOR FOR REVIEW	
6/28/23	MP	.20	DRAFTING FIRST SET OF PROCEEDINGS	
6/29/23	MP	.20	MAKING REVISIONS TO DEVELOPMENT AGREEMENT	
7/05/23	JHS	.30	REVIEW AND REVISE FIRST SET OF ADOPTION PROCEEDINGS	
7/05/23	MP	.10	SEND FOLLOW UP EMAIL TO CITY CLERK REGARDING STATUS OF TRANSCRIPT DOCUMENTS	
7/10/23	JHS	.30	ATTENTION TO STATUS OF AGREEMENT; SEND FOLLOW UP EMAIL TO CITY ADMINISTRATOR AND CITY CLERK	
7/10/23	JHS	.10	RECEIVE AND RESPOND TO FOLLOW UP CORRESPONDENCE FROM CITY STAFF	
			TOTAL FEES	\$ 710.00
			TOTAL THIS INVOICE	\$ 710.00



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

July 19, 2023

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 848470
Client #: 11307
Matter #: 65
Billing Attorney: JHS

REMITTANCE ADVICE

For professional services rendered through July 15, 2023

RE: WASHINGTON HOTEL GROUP, LLC

TOTAL THIS INVOICE

\$ 710.00

Please return this page with payment to AHLERS & COONEY, P.C.



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

Invoice

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

July 13, 2023
 Project No: 7046.011
 Invoice No: 0199498

Professional Services: June 1, 2023 through June 30, 2023

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

Project	7046.012	2021 Washington Water Main Improvements - CDBG Grant Additional Services		
			Total this Project	0.00

Project	7046.013	2021 Washington Water Main Improvements- Permitting		
			Total this Project	0.00

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

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

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

Project	7046.015	2021 Washington Water Main Improvements - Easements		
			Total this Project	0.00

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

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

Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
Fee				
Total Fee		69,200.00		
Percent Complete		36.00	Total Earned	24,912.00
			Previous Fee Billing	19,376.00
			Current Fee Billing	5,536.00
			Total Fee	5,536.00
			Total this Project	\$5,536.00

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

Project	7046.011	Washington Water Main - Final Design	Invoice	0199498
Total Fee				0.00
			Total this Project	0.00

Project	7046.020	2021 Washington Water Main Improvements - Construction Staking		
		Total Labor		1,773.75
		Total Expenses		280.80
			Total this Project	\$2,054.55
			Total this Invoice	\$7,590.55

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

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



PROJECT STATUS REPORT

2022 Washington Water Main Improvements

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: July 13, 2023

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

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

DELIVERY: USPS

ITEMS: June Invoice

COMMENTS:

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

Construction Administration

1. Review of pay application for Contractor.
2. Shop drawing submittals and review.
3. Correspondence and coordination with contractor and city staff for construction.

If you have questions or concerns, please contact me.

Thank You,

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

PN: 7046.011 | 3424-20B | Washington Water Main Improvements | Project Construction Administration | Report | 2023 | 07 | 13 | Strand Associates | 3424-20B | Washington | IA



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

Invoice

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

July 12, 2023
Project No: 7046.025
Invoice No: 0199072

Professional Services: June 1, 2023 through June 30, 2023

Project 7046.025 Bazooka Farmstar - Consultation

Total Labor 120.02

Total this Invoice \$120.02

Contract Amount 10,000.00

Total Billings to Date 961.25

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

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



PROJECT STATUS REPORT

Biosolids Land Application Plan

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: July 7, 2023

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

RE: Wastewater Consultation - Bazooka Farmstar
FOX Strand PN: 7046.025

DELIVERY: USPS

ITEMS: June Invoice

COMMENTS:

The attached invoice includes work related to Bazooka Farmstar industrial treatment agreement as follows:

Bazooka Farmstar Industrial Treatment Agreement

1. Draft discharge permit application.

If you have questions or concerns, please contact me.

Thank You,

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

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

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

July 27, 2023

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

INVOICE

For legal services rendered to the City of Washington, Iowa in Dec 2021 and Jan 2022

TOTAL HOURS 19.75 hours (reg)

Payment of Filing fee reimbursement \$95.00

TOTAL MILES 472 miles

Hourly Rate \$90/hour- Reg
\$75/hour - Court

Mileage Rate \$0.56 per mile

TOTAL INVOICE FOR JUNE AND JULY 2023 \$2,136.82



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

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

July 21, 2023
Project No: 24616-038
Invoice No: 3

Project Manager Leland Belding III

Engineering services for Murphy Boundary Retracement:
~~Professional Services from June 18, 2023 to July 15, 2023~~

Professional Personnel

	Hours	Rate	Amount
Technician VIII	7.50	55.00	412.50
Totals	7.50		412.50
Total Labor			412.50

Unit Billing

Mileage			64.85
Total Units			64.85

Total this Invoice \$477.35



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

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

July 21, 2023
Project No: 24653
Invoice No: 8

Project Manager Leland Belding III

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

Professional Services from June 16, 2023 to July 15, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	33.00	179.00	5,907.00	
Engineer X	35.50	97.00	3,443.50	
Totals	68.50		9,350.50	
Total Labor				9,350.50

Reimbursable Expenses

Travel			58.95	
Total Reimbursables			58.95	58.95

Total this Invoice \$9,409.45



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

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

July 21, 2023
Project No: 24654
Invoice No: 5

Project Manager Leland Belding III

Engineering services for Dog Park Storm Sewer:
Professional Services from June 18, 2023 to July 15, 2023
Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	5.00	179.00	895.00	
Totals	5.00		895.00	
Total Labor				895.00
		Total this Invoice		\$895.00

Washington Economic Development Group
PO Box 908
Washington, IA 52353
(319) 653-3942



Innovative Business • Creative Culture • Healthy Lifestyle

City of Washington
215 E Washington St
Washington, IA 52353

*Our Mission -- Create and promote an environment for
Economic Development*

INVOICE

Invoice Date: 7/1/2023
Invoice Number: 11197

Federal Tax ID #42-1276049

DESCRIPTION	AMOUNT
2023 Portion of 2023-2025 Pledge <i>Many thanks for this and for all you do! We're stronger together. In Gratitude, Mary</i>	30,000.00

Thank you for your continued support of the Washington Economic Development Group (WEDG). Contributions or gifts to the WEDG are not tax deductible as charitable contributions for income tax purposes but they may be tax deductible as ordinary and necessary business expenses.

Total: \$30,000.00

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM –
LIQUOR/BEER/CIGARETTE/DANCE
LICENSE RENEWALS

Business Name: **Campo Azul, Inc. – Mi Pueblo Real #2**

Business Address: **1021 W. Madison Street**

App # : **App-185862**

Type of License: New: Renewal: **X** Special Five-Day: Amendment:
Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Class C Retail Alcohol License**

Automatic Renewal:

Cigarette License:

Dance Permit:

Sunday Sales: **Sunday sales are now an inherent privilege included in your license type with no additional fee. You are no longer required to choose Sunday Sales as a separate privilege.*

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **August 1, 2023**

Police: DCI background check and/or local background check: Yes: No:
Police Chief sign off _____ . Date _____ .

Fire: fire inspection done: Yes: No:
Fire Chief sign off _____ . Date _____ .



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Campo Azul, Inc.	Mi Pueblo Real #2	(641) 799-7038		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1021 W. Madison		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1021 W. Madison	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Fernando Macias	(641) 799-7038	fernandomacias42@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0038602	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 1, 2023	July 31, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
CLAUDIA ALVAREZ	Washington	Iowa	52353	OWNER	100.00	Yes
Shalynn Lingren	Burlington	Iowa	52601			

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Auto Owners Insurance Company

Aug 1, 2023

Aug 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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
August 1, 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 which will get addressed.

Water Main: The sidewalk has been removed on E. Main and has been formed. The sidewalk will get poured on Monday. Then they will tear out and regrade the driveway at 1204 E Main. There was a slight leak in the water main somewhere between 14th -15th, and the leak was found on Thursday, July 27th in a bell in the main, but we have not received a passing pressure test yet. I will keep you updated. Once the E. Main section of the project has been done, Cornerstone will likely move to W. Madison since pipe is already on site.

Buchanan Street: Punch list needs to be reviewed to see if items have been completed.

3-Lane Conversion: Leland continues to work with the DOT on this project. We will be receiving updated funding agreements soon.

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 and has found all copper except for 2 areas they did so far. I will have reminders to people about getting us this information starting on the radio next week.

Had a phone call with Dave Waite on the development agreement again for the hotel. His attorney is reviewing again with the updates. He is waiting for confirmation from his attorney and the bank before we proceed.

A situation with the storm water retention pond expansion in the Country Club View Subdivision has developed. We met again with the developer of the subdivision and received a status update on the storm water retention pond situation. Jeff Duwa is going to run some calculations since we were told that the existing pond and retention the way it is currently dug out is for the subdivision and future growth. If this is accurate, then the retention pond is adequate for the current houses under construction. Jeff Duwa and I plan to meet with the other property owner to see if we can work through this with him since the city does need this subdivision to succeed also.

Attended Great Places meeting. Working on finding a location to showcase Mike Zahs collections, but that can also be used for other purposes that will make sense. We are looking at a few locations and plan to tour the locations and review the buildings square footage, parking and the utility costs. We also plan on touring some other museums in the region.

Jeff and I met with a developer who has a unique housing idea. Smaller nice houses that fit on smaller lots. But not a subdivision just infill lots. Not asking for incentives just help with identifying lots.

Met with downtown vacant committee and put the finalizing touches on the proposed ordinance that you will see on the agenda and also developed a vacant building registration form.

We had an on site review of the area that extends from W Buchanan to the Murphy's field. There needs to be a slight berm constructed that will allow the storm water to flow to their riser on the edge of their field. Maintenance will be able to do the work. Along with that on site review, was a look at the intersection of S E Ave and Nutmeg. This was changed from a curve to a T intersection during construction of the new road. They are concerned that high water may get to their crops. We will use a skid loader and berm up some dirt so it flows to the drainage pipe. Easy fix but handles the problem. This will get done as part of the project punch list.

The agreement with the Murphy's is getting closer to being ready for council to review and consider. This will be a great thing to have done!!

Held Council one on ones and a department one on one

Attended the nuisance meeting. Are filing some citations on some problem properties.

Downtown streetscape. Steve Soupier with Fox is putting together some better renderings of options for the 3 problem areas, specifically S. Iowa. I think it would be beneficial to have this as a separate meeting so we can focus on this and how we move forward.

This next week:

Department Head one on ones

Photo for the DIG Grant at Greiner Building

IMWCA Site Visit – Facility tour

Monthly storm siren check on Wednesday – thank you to the departments that are assisting

The August facility tour will be at the library at 4:30pm on August 15th we will tour the Library, specifically the Makerspace area.

MAINTENANCE & CONSTRUCTION DEPT. REPORT

7-8-23/7-21-23

STREETS: Personnel bladed a few alleys that needed attention. Personnel prepped a concrete patch on South Ave C using 7 ½ yards. Personnel trimmed a few trees blocking stop signs. The street sweeper swept in the downtown Friday early morning and the new signs were placed up on the 4 corners of Central Park allowing center parking only.

WATER DISTRIBUTION: Personnel repaired a water service in the 500 block of West 2nd St (rod). Personnel vacked numerous water services determining lead or copper lines. Personnel marked water shut offs for the following week's shut off list.

SEWER COLLECTION: Personnel flushed terminal manholes and trouble spots throughout the town using 28,000 gallons of water.

STORM SEWER COLLECTION: Personnel began the reconstruction of an intake in the 300 block of East 2nd St.

MECHANIC/SHOP: Personnel serviced 119 (door panel and latch), 144 (ran new wiring and installed an ignition switch), PD 307 (alternator and new wire clip), PD 232 (wipers), skid loader (hydraulic fittings for broom attachment), PD 009, vac trailer (new battery), PD unit UC, PD 018 and Global street sweeper (new main broom).

OTHER: Personnel attended a SASSO meeting on Respiratory Protection Awareness. Personnel continued the yard waste pick up. Personnel responded to 62 One Call Locates. Spoil was hauled away from the shop.

*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.



Case Report

7/1/2023 - 7/28/2023

Case #	Case Date	Parcel Address	Description	Method of Warning	Clean up Deadline	Assigned To	Main Status
--------	-----------	----------------	-------------	-------------------	-------------------	-------------	-------------

Group: Closed

23408	7/26/2023	509 S 3RD AVE	Grass and Weeds	Hanger	7/28/2023	Anna Duwa	Closed
23402	7/25/2023	1003 W MONROE ST	Grass and weeds	Hanger	7/27/2023	Anna Duwa	Closed
23399	7/25/2023	402 S IOWA AVE	Grass and weeds	Hanger	7/27/2023	Anna Duwa	Closed
23398	7/24/2023	323 W 3RD ST	Grass and weeds	Hanger	7/26/2023	Anna Duwa	Closed
23396	7/24/2023	317 N C AVE	Grass and weeds	Hanger	7/26/2023	Anna Duwa	Closed
23395	7/21/2023	119 N C AVE	Grass and weeds	Hanger	7/24/2023	Anna Duwa	Closed
23394	7/21/2023	1024 N MARION AVE	Grass and weeds	Hanger	7/24/2023	Anna Duwa	Closed
23393	7/21/2023	701 S 4TH AVE	Grass and weeds	Hanger	7/27/2023	Anna Duwa	Closed
23392	7/21/2023	515 S 4TH AVE	Grass and weeds	Hanger	8/2/2023	Anna Duwa	Closed
23390	7/21/2023	505 S 9TH AVE	Grass and weeds	Hanger	7/24/2023	Anna Duwa	Closed
23389	7/19/2023	709 E JEFFERSON ST	Grass and weeds	Hanger	7/21/2023	Anna Duwa	Closed
23386	7/19/2023	1103 N IOWA AVE	Grass and weeds	Verbal Warning	7/21/2023	Anna Duwa	Closed
23385	7/19/2023	1027 N 6TH AVE	Grass and weeds	Hanger	7/21/2023	Anna Duwa	Closed
23384	7/19/2023	620 S IOWA AVE	Grass and weeds	Hanger	7/21/2023	Anna Duwa	Closed
23371	7/14/2023	401 E JEFFERSON ST	Grass and weeds/ Trees	Hanger	7/17/2023	Anna Duwa	Closed
23370	7/14/2023	402 E MADISON ST	Grass and weeds	Letter	7/24/2023	Anna Duwa	Closed

23369	7/14/2023	422 S 4TH AVE	Grass and weeds	Letter	7/24/2023	Anna Duwa	Closed
23365	7/13/2023	1608 HIGHLAND AVE	Grass and weeds (not mowed for ~3 months?)	Hanger	7/17/2023	Anna Duwa	Closed
23361	7/5/2023	601 E JEFFERSON ST	Grass and weeds in back, near garage	Hanger	7/7/2023	Anna Duwa	Closed
23360	7/5/2023	1105 N IOWA AVE	Grass and weeds	Letter	7/24/2023	Anna Duwa	Closed
23359	7/5/2023	1203 N MARION AVE	Very tall grass and weeds throughout property	Hanger	7/7/2023	Anna Duwa	Closed
23358	7/5/2023	514 N C AVE	Grass and weeds	Letter	7/7/2023	Anna Duwa	Closed
23357	7/5/2023	1002 S IOWA AVE	Trailers on grass	Hanger	7/12/2023	Anna Duwa	Closed
23356	7/5/2023	115 MCCREEDY DR	Volunteer trees & bushes on fence	Hanger	7/10/2023	Anna Duwa	Closed
23355	7/5/2023	709 S 3RD AVE	Junk vehicle/ Grass and weeds	Hanger	7/7/2023	Anna Duwa	Closed
23354	7/5/2023	429 S 3RD AVE	Dumpster	Hanger	7/12/2023	Anna Duwa	Closed
23352	7/5/2023	503 S 3RD AVE	Grass and weeds	Hanger	7/7/2023	Anna Duwa	Closed
23351	7/3/2023	1310 N MARION AVE	Grass and weeds	Hanger	7/5/2023	Anna Duwa	Closed
23349	7/3/2023	703 N MARION AVE	Grass and weeds	Hanger	7/5/2023	Anna Duwa	Closed
23348	7/3/2023	221 N D AVE	Car parked in yard, weeds in ROW	Hanger	7/5/2023	Anna Duwa	Closed
23347	7/3/2023	525 W 3RD ST	Junk appliance in ROW	Hanger	7/5/2023	Anna Duwa	Closed
23346	7/3/2023	516 W 3RD ST	Tall grass	Hanger	7/5/2023	Anna Duwa	Closed
23344	7/3/2023	522 N C AVE	Cars parked in grass	Hanger	7/5/2023	Anna Duwa	Closed

Group Total: 33

Group: Open

23416	7/27/2023	516 S 6TH AVE	Grass and weeds	Hanger	7/31/2023	Anna Duwa	Open
23415	7/27/2023	503 S 3RD AVE	Grass and weeds	Hanger	7/31/2023	Anna Duwa	Open
23414	7/28/2023	503 S 3RD AVE	Grass and weeds	Hanger	7/31/2023	Anna Duwa	Open
23413	7/27/2023	853 S IOWA AVE	Grass and weeds	Hanger	7/31/2023	Anna Duwa	Open
23412	7/26/2023	416 E MAIN ST	Appliances in yard	Hanger	7/28/2023	Anna Duwa	Open
23411	7/26/2023	410 E MAIN ST	Junk vehicle	Hanger	7/28/2023	Anna Duwa	Open
23410	7/26/2023	609 S MARION AVE	Grass and Weeds	Hanger	7/28/2023	Anna Duwa	Open
23409	7/26/2023	305 S C AVE	Grass and Weeds	Hanger	7/28/2023	Anna Duwa	Open
23407	7/26/2023	406 E MAIN ST	Grass and Weeds	Hanger	7/28/2023	Anna Duwa	Open
23406	7/26/2023	732 E 2ND ST	Grass and Weeds	Hanger	7/28/2023	Anna Duwa	Open
23405	7/26/2023	626 E 2ND ST	Furniture in front yard	Hanger	7/28/2023	Anna Duwa	Open
23404	7/25/2023	521 S D AVE	Dumpster	Hanger	8/1/2023	Anna Duwa	Open
23401	7/25/2023	315 S C AVE	Grass and weeds	Phone Call	7/27/2023	Anna Duwa	Open
23400	7/25/2023	315 W MADISON ST	Grass and weeds	Hanger	7/27/2023	Anna Duwa	Open
23397	7/24/2023	308 N C AVE	Grass and weeds/ Junk vehicle	Hanger	7/28/2023	Anna Duwa	Open
23391	7/21/2023	514 S 9TH AVE	Grass and weeds	Letter	7/27/2023	Anna Duwa	Open
23388	7/19/2023	802 W MONROE ST	Grass and weeds	Letter	7/28/2023	Anna Duwa	Open
23387	7/19/2023	522 N C AVE	Grass and weeds/Rubbish accumulation	Letter	7/31/2023	Anna Duwa	Open
23383	7/18/2023	905 Paradise Dr	Tree hanging over road	Hanger	8/16/2023	Anna Duwa	Open
23382	7/19/2023	1003 E TAYLOR ST	Tree hanging over road	Hanger	8/16/2023	Anna Duwa	Open
23381	7/18/2023	1017 N 8TH AVE	Grass and weeds	Letter	7/31/2023	Anna Duwa	Open

23380	7/14/2023	915 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23379	7/14/2023	919 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23378	7/14/2023	825 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23377	7/14/2023	803 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23376	7/14/2023	711 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23375	7/14/2023	701 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23374	7/14/2023	621 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23373	7/14/2023	603 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23372	7/14/2023	421 S 4TH AVE	Tree hanging over road	Hanger	8/11/2023	Anna Duwa	Open
23368	7/14/2023	325 E MADISON ST	Yard waste/ Furniture	Letter	7/27/2023	Anna Duwa	Open
23366	7/13/2023	1512 N 2ND AVE	Lawn needs mowed	Letter (WIP)	7/15/2023	Anna Duwa	Open
23364	7/11/2023	615 E TYLER ST	Grass and weeds	Hanger	7/13/2023	Jeff Duwa	Open
23363	7/7/2023	716 W 3RD ST	junk vehicles and junk in back yard	Email	7/9/2023	Jeff Duwa	Open
23362	7/7/2023	615 N 4TH AVE	Tall grass and weeds/junk in corner of alley	Hanger	7/10/2023	Anna Duwa	Open
23350	7/3/2023	802 N MARION AVE	Grass and weeds	Letter	7/5/2023	Anna Duwa	Open
23345	7/3/2023	621 E 2ND ST	Junk vehicle	Hanger	7/5/2023	Anna Duwa	Open

Group Total: 37

Total Records: 70

7/28/2023

2023-24 Washington Demon Activity Parade Routes

Homecoming Parade: Friday, September 29th, 2:00pm-3:30pm

- Sitler Drive to South Iowa
- South Iowa to and around the downtown square

Marching Band: Home Friday Night Football Games, 7:00pm-7:15pm

September 1st

September 15th

September 29th

September 6th

September 20th

- Lincoln Elementary School - S. 4th Ave. to E. Van Buren St.
- East Van Buren St. to Case Field

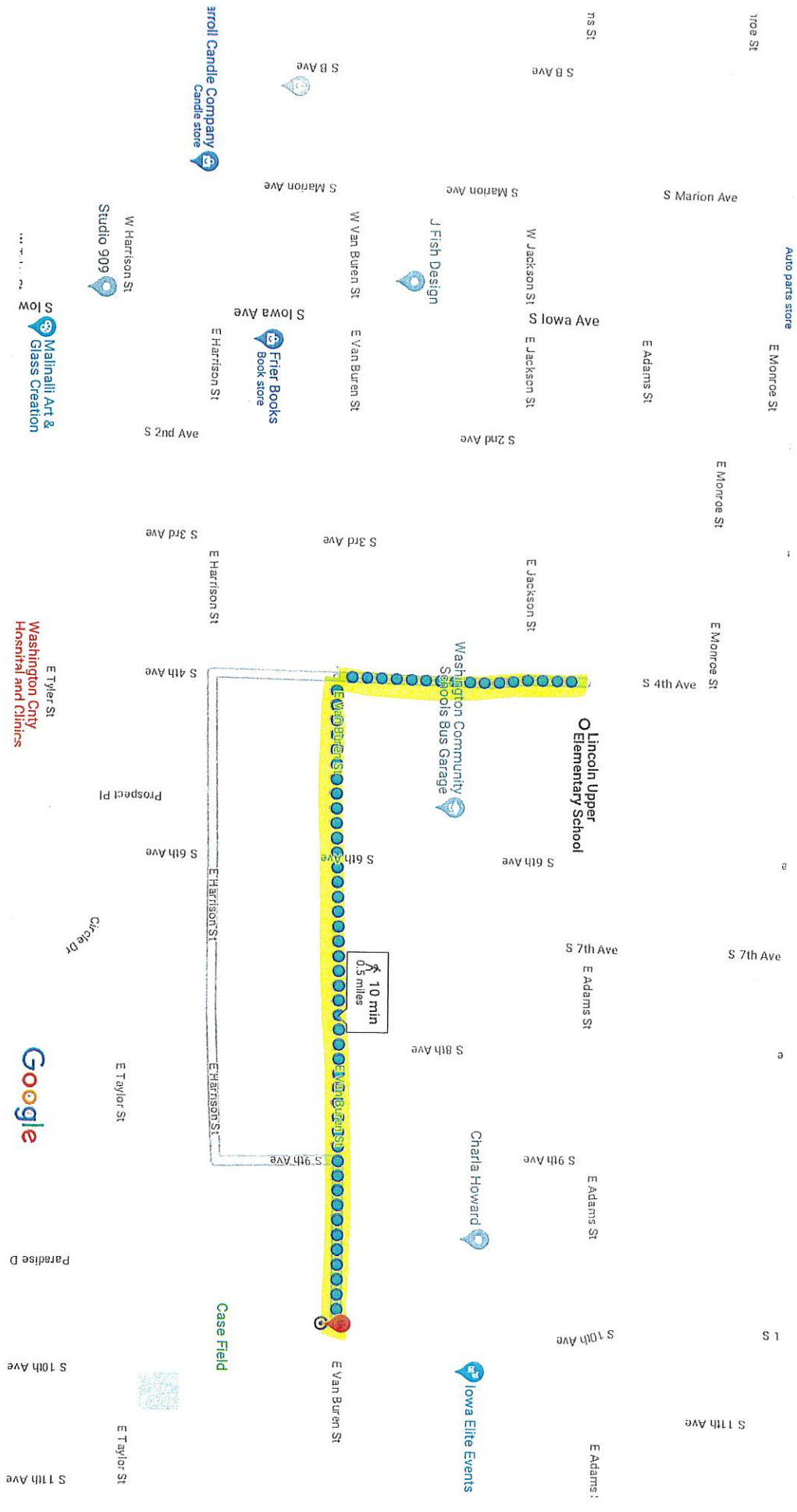
Hereos Night Parade: Friday, September 15th, 4:30pm-4:45pm

- South E Avenue (West of HS Baseball Field) to W. Tyler St.
- W. Tyler St. to South B Avenue
- South B Ave. to West Van Buren St.
- West Van Buren St. to East Van Buren St. to Case Field



Lincoln Upper Elementary School, 606 S 4th Ave, Washington, IA 52353 to Case Field - Washington Community Schools Football Field & Track, 1001 E Van Buren St, Washington, IA 52353

Marching Band Route For The 2023 HS Football Season



Map data ©2023 Google 200 ft



Use caution – walking directions may not always reflect real-world conditions





Washington High School, 1111 S B Ave, Washington, IA 52353

Drive 1.3 miles, 6 min

2023 Homecoming Parade Rout



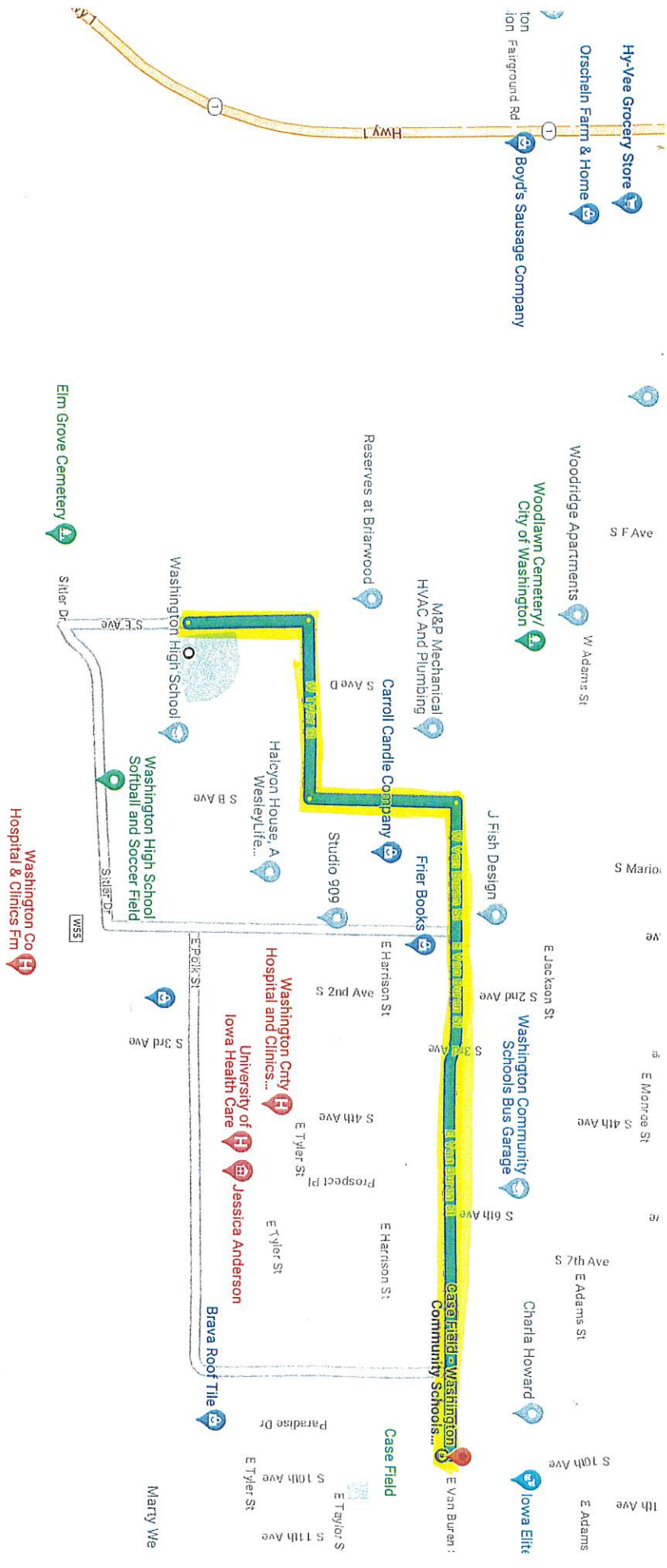
Map data ©2023 500 ft

via S Iowa Ave
6 min without traffic

6 min
1.3 miles



Washington High School Baseball Field, 1100 S E Ave, Washington, IA 52353 to Case Field - Washington Community Schools Football Field & Track, 1001 E Van Buren St, Washington, IA 52353
Heroes Night Football Game Parade Route



W Buchanan St

S E Ave

S B Ave

S 3rd Ave

E Poplar St

via W Van Buren St

4 min

1.1 miles



Map data ©2023 500 ft



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. APPLICANT INFORMATION

Name/Event: Annual 5K Memorial Walk/Run Fundraiser for Hospice of Washington County

Coordinator: Tiffany Crawford, Office Administrator for Hospice of Washington County

Contact Number: Office: (319) 653-7321 Cell: (319) 458-0144

Email Address: tiffany@hospicewc.com

2. EVENT INFORMATION

Event Description:

This event is a fundraiser for Hospice. It is held in honor of loved ones from the community that have passed by walking or running in their honor.

It is open to the public. Then event begins and ends at the Rocket Slide in Sunset Park. The route takes the runners and walkers through Sesquicentennial Park onto the KEWASH Trail, then back the same route.

Days/Dates of Event: Saturday, September 16th, 2023

Time(s) of Event: (Include Set Up/Tear Down Time) 8:00AM- 12:00PM

Event Location We begin and end at the Rocket Slide in Sunset Park, Sesquicentennial Park and the KEWASH.

Will event require an alcohol license or require modification of an existing license? Yes X

3. REQUEST INFORMATION (Check All Applicable Items)

If No are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

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

Description: Not applicable

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

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.

Tiffany Crawford / Katrina Ottaker
Applicant/Sponsor Signature

7-27-23
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>Email sent 7/27/2023</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
	Comments/Restrictions:			
<u>Email sent 7/27/2023</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
<u>Email sent 7/27/2023</u>	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov
	Comments/Restrictions:			
<u>Email sent 7/27/2023</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
<u>Email sent 7/27/2023</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:			
<u>N/A</u>	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions:			

CITY COUNCIL APPROVAL

City Clerk Signature

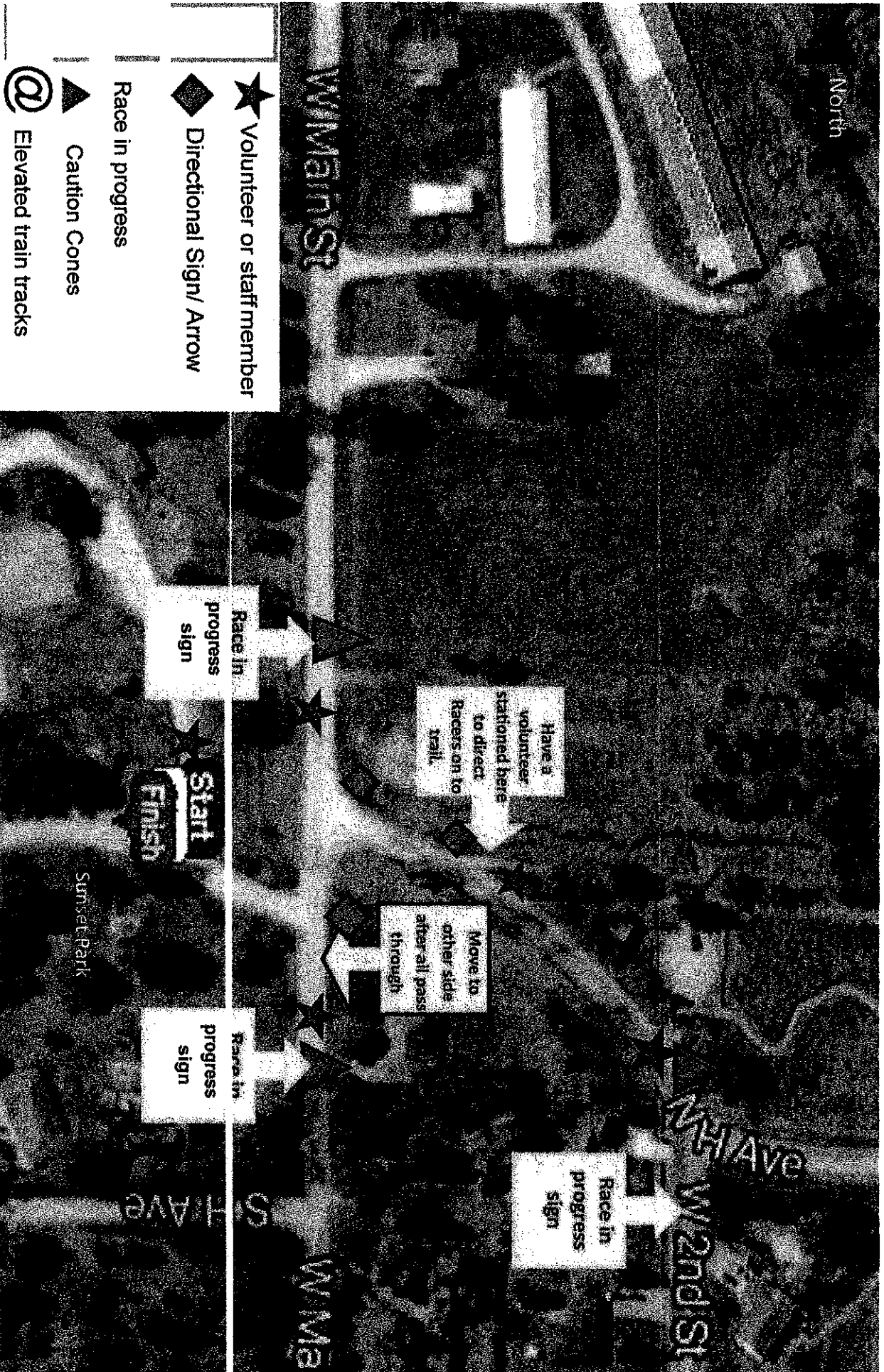
Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

2023 Safety Plan for the 24th Annual Hospice of Washington County 5K Memorial Walk/Run (Page 1)

The red stars show where staff or volunteers will be stationed for traffic control and overall safety. They will be wearing neon-colored safety vests. Race in Progress Signs along with orange cones will be placed on the streets to warn drivers of the race. Directional arrows will be employed where needed.



2023 Safety Plan for the 24th Annual Hospice of Washington County 5K Memorial Walk/Run

Page 2



Volunteer or staff member

Directional Sign/ Arrow

6

Race in Progress

Caution Cones

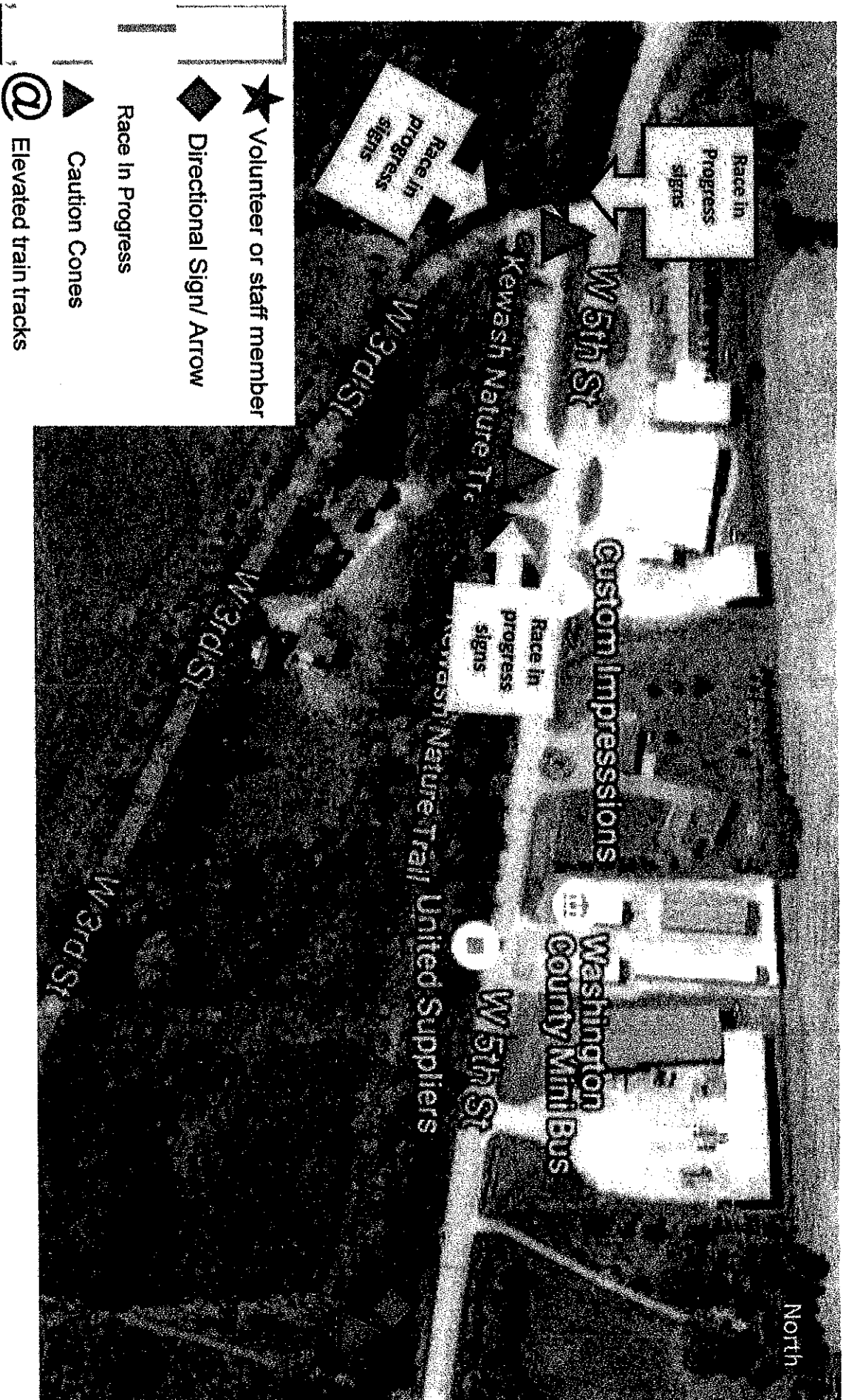
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Elevated train tracks

2023 Safety Plan for the 24th Annual Hospice of Washington County 5K Memorial Walk/Run

Page 3

The red stars show where staff or volunteers will be stationed for traffic control and overall safety.



2023 Safety Plan for the 24th Annual Hospice of Washington County 5K Memorial Walk/Run

Page 4

The crossing at Highway 92 and 1 will be overseen by the City of Washington's Police officers or the Washington County Sheriff's Office.

★ Volunteer or staff member

◆ Directional Sign/Arrow

Race in Progress

▲ Caution Cones

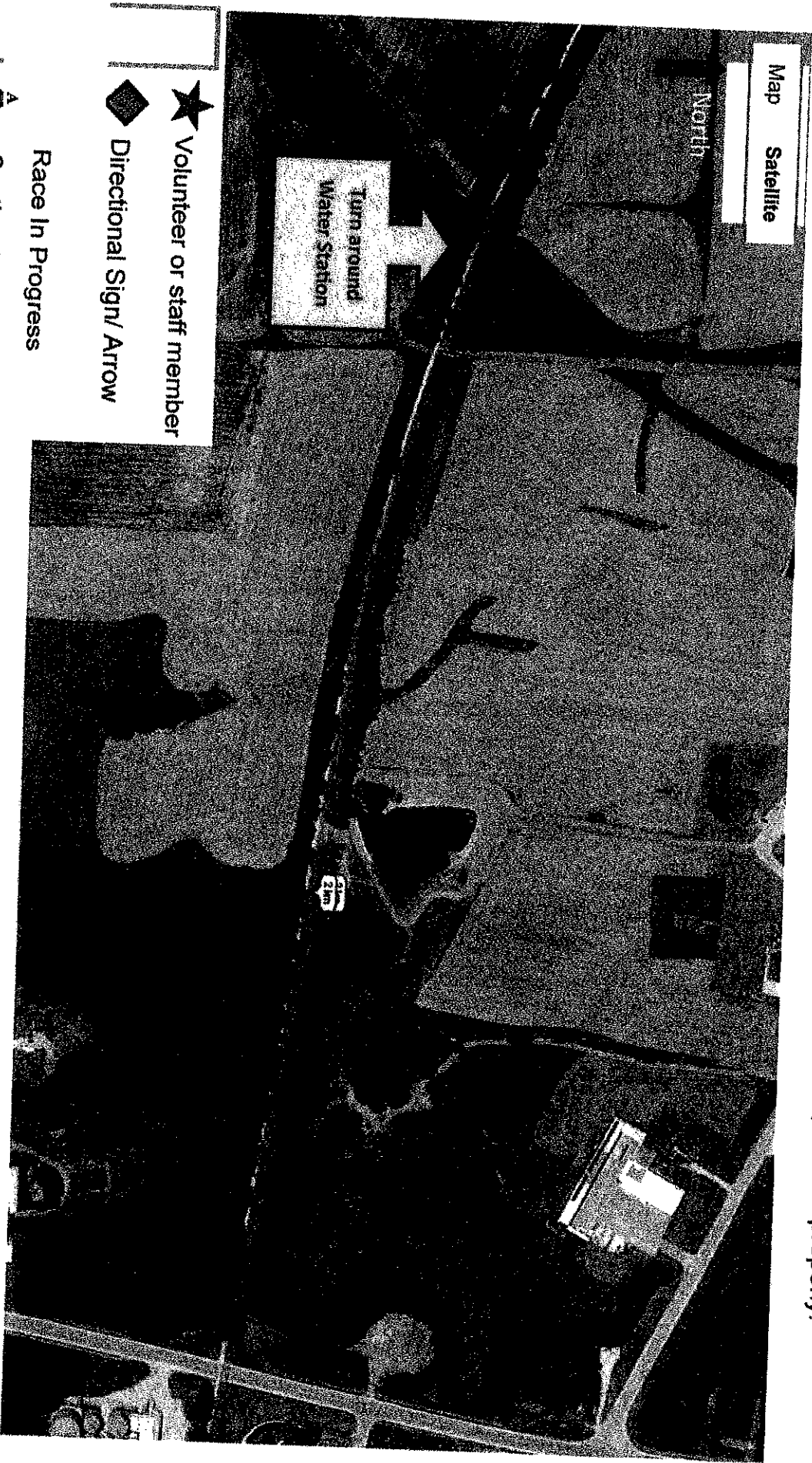
⊗ Elevated train tracks



2023 Safety Plan for the 24th Annual Hospice of Washington County 5K Memorial Walk/Run

Page 5

The crossing at Highway 92 and 1 will be overseen by the City of Washington's Police officers. Turnaround will be staffed by volunteers. Water will be available for participants. Whatever we carry in will be disposed of properly.



★ Volunteer or staff member

◆ Directional Sign/ Arrow

Race In Progress

▲ Caution Cones

Ⓜ Elevated train tracks

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
1-Aug-23**

POLICE	ARCHER APPLIANCE	WATER FILTER-BREAKROOM FRI	55.00	
	ARNOLD MOTOR SUPPLY	PARTS & SUPPLIES	589.38	
	CAPPER CHRYSLER DODGE JEEP RAM	VEHICLE REPAIR-DURANGO	63.00	
	CRITICAL HIRE	NEW HIRE TESTING	120.00	
	GALLS LLC	NEW HIRE UNIFORMS	896.87	
	IOWA LAW ENFORCMT ACADEMY	NEW HIRE TESTING	150.00	
	MARCO, INC.	COPIER LEASE	442.31	
	SECTOR	ANNUAL CONTRACT	7,135.56	
	VERIZON WIRELESS	CELLULAR SERVICE	922.11	
	VISA-TCM BANK, N.A.	FUEL	180.37	
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	28.81	
		TOTAL:	17,001.62	
	FIRE	CENTRAL IOWA DISTRIBUTING	SUPPLIES	135.00
		CINTAS CORP LOC. 342	TOWEL SERVICE	87.87
COBB OIL CO., INC-BP ONE TRIP		SMALL ENGINE GAS	38.60	
GALLS LLC		UNIFORMS	78.57	
VISA-TCM BANK, N.A.		SUPPLIES, FUEL, RE-CERTIFI	482.63	
WAGNER, BILL		FIRE STATION SUPP REIMB	58.98	
		TOTAL:	2,883.33	
EMS	IA EMERGENCY MEDICAL SRVS ASSOC.	EMS DUES	250.00	
		TOTAL:	250.00	
ANIMAL CONTROL	JOHN DEBRE FINANCIAL	DOG FOOD	40.97	
		TOTAL:	40.97	
DEVELOPMENT SERVICES	CAPITAL ONE	OFFICE SUPPLIES	35.37	
	ENGINEER SUPPLY	PIN LOCATOR	1,100.00	
	VERIZON WIRELESS	CELLULAR SERVICE	198.52	
		TOTAL:	1,578.97	
LIBRARY	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	68.89	
	CAPITAL ONE	OFFICE SUPPLIES	101.50	
	CARSON PLUMBING & HEATING SRVS INC	WATER FILTER	145.90	
	CINTAS CORP LOC. 342	MAT SERVICE	84.57	
	PLAYAWAY PRODUCTS	LIBRARY MATERIALS	2,877.48	
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	307.21	
	VALENTINE, TAMMY	HOMEBOUND SUPPLIES	7.86	
	VISA-TCM BANK, N.A.	POSTAGE, SUPPLIES, BOOKS	514.09	
		TOTAL:	5,705.82	

PARKS	ALLIANT ENERGY	ALLIANT ENERGY	912.36	
	ARNOLD MOTOR SUPPLY	PARTS & SUPPLIES	152.62	
	JOHN DEERE FINANCIAL	PARTS & SUPPLIES	51.50	
	VISA-TCM BANK, N.A.	SUPPLIES & BACKSTOP-PICKLE	543.14	
		TOTAL:	3,338.46	
CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	237.51	
	APPLIED INDUSTRIAL TECHNOLOGIES	SHOP TOOLS	187.42	
	ARNOLD MOTOR SUPPLY	PARTS & SUPPLIES	380.29	
	CASH-N-CARRY CHEMICALS LLC	SUPPLIES	192.50	
	JOHN DEERE FINANCIAL	SUPPLIES	-0.27	
	MID-AM RES. CHEMICAL CORP	WEED CONTROL	883.10	
	MOWERS PLUS	SUPPLIES	400.00	
	VERIZON WIRELESS	CELLULAR SERVICE	166.34	
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	16.05	
		TOTAL:	3,237.48	
FINANCIAL ADMINISTRAT	ACCESS SYSTEMS LEASING	COPIER LEASE	406.22	
	ALBERT, KIRK	MILEAGE REIMBURSEMENT	98.25	
	ALLIANT ENERGY	ALLIANT ENERGY	4,551.15	
	CINTAS CORP LOC. 342	RUG SERVICE	32.05	
	HART, SALLY	MILEAGE	186.02	
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	320.00	
	QUILL	OFFICE SUPPLIES	166.97	
	SIMMERING-CORY, INC.	WEB HOSTING SERVICE- ANNUA	475.00	
	VERIZON WIRELESS	CELLULAR SERVICE	127.63	
	VISA-TCM BANK, N.A.	SERVER STORAGE & WEB SERV	206.60	
	WASH COUNTY MINIBUS	LOST FOR AUGUST	25,888.31	
		TOTAL:	33,401.61	
	AIRPORT	ALLIANT ENERGY	ALLIANT ENERGY	768.28
		BAUTISTA MIRANDA, YOLANDA	JUNE CLEANING	375.00
CLOUDBURST 9		INTERNET	87.09	
VERIZON WIRELESS		CELLULAR SERVICE	46.31	
VISA-TCM BANK, N.A.		ZOOM FEE	17.11	
		TOTAL:	1,399.06	
ROAD USE	ACE-N-MORE	MISC TOOLS	15.99	
	ARNOLD MOTOR SUPPLY	PARTS & SUPPLIES	287.86	
	BANNER AUTO & HARDWARE	SKID STEER CASE	84.96	
	CAPITAL ONE	OFFICE SUPPLIES	83.81	
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	58.83	
	CJ COOPER & ASSOC.	TESTING	90.00	
	DOUDS STONE LLC	ROADSTONE	606.49	
	GIERKE ROBINSON CO., INC	ADA BLOCKS & DOMES	1,053.00	
	GREINER IMPLEMENT COMPANY INC	HANDLE CONTROL FOR SKID ST	820.00	
	IDEAL READY MIX	CONCRETE - AVE C	2,001.00	

	IOWA PRISON INDUSTRIES	CENTER PARKING SIGNS & POS	4,132.80
	MID-AM RES. CHEMICAL CORP	DEGREASER, BRAKE CLEANER	1,219.66
	MOSE LEVY CO INC	INTAKE AT WESTVIEW DR.	66.00
	WASHINGTON LUMBER	CONCRETE & SUPPLIES	290.70
		TOTAL:	12,759.97
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	368.62
		TOTAL:	368.62
HOTEL/MOTEL TAX	VISA-TCM BANK, N.A.	SERVER STORAGE & WEB SERV	139.00
		TOTAL:	139.00
CAPITAL PROJECTS	BOLTON & MENK, INC.	PAPI & REILS - AIRPORT	564.00
	WASHINGTON COMMUNITY SCHOOL DIST	SIDEWALK REPLACEMENT PROGR	4,328.00
		TOTAL:	4,892.00
K9 PROGRAM	JOHN DEERE FINANCIAL	K9 FOOD	49.99
		TOTAL:	49.99
LIBRARY GIFT	LYRASIS DBA BIBLIOLABS, LLC	SOFTWARE-DIGITAL SUBSCRIPT	3,380.00
	VISA-TCM BANK, N.A.	POSTAGE, SUPPLIES, BOOKS	647.16
	ZOOBEAN, INC	DIGITAL SUBSCRIPTION	795.00
		TOTAL:	4,822.16
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	287.63
	CUSTER, ERIKA JO	DEPOSIT REFUNDS	14.33
	DENNIS, JESSICA M	DEPOSIT REFUNDS	111.28
	EPPERLY, RANDY	MILEAGE REIMBURSEMENT	12.45
	GIBBS, TREYLOR	DEPOSIT REFUNDS	95.75
	GOLD, ELLEN J.	DEPOSIT REFUNDS	21.09
	HOSKINS, NEIL	DEPOSIT REFUNDS	22.39
	KRAFT, ILEIA	DEPOSIT REFUNDS	20.10
	MISCELLANEOUS V BROCKMAN, HALEIGH	DEPOSIT REFUNDS	39.90
	POSTMASTER	BULK MAILING WATER BILLS	1,163.12
	RODRIGUEZ, ELDA	DEPOSIT REFUNDS	16.29
	VERIZON WIRELESS	CELLULAR SERVICE	46.31
	WMPF GROUP LLC	LEGAL - WATER QUALITY	248.46
		TOTAL:	3,062.67
WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	47.94
	ARNOLD MOTOR SUPPLY	PARTS & SUPPLIES	145.47
	BARRON MOTOR SUPPLY	BATTERY	46.50
	CERTIFIED LABORATORIES	SUPPLIES	474.20
	IOWA ONE CALL	SERVICE	98.10
	VERIZON WIRELESS	CELLULAR SERVICE	46.31
		TOTAL:	2,978.08

SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	16,687.65
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	86.38
	ELECTRIC MOTORS OF IOWA CITY	GROUND WATER PUMP	2,200.73
	JOHN DEERE FINANCIAL	PARTS	6.79
	VERIZON WIRELESS	CELLULAR SERVICE	133.93
	VISA-TCM BANK, N.A.	SUPPLIES	66.65
		TOTAL:	20,410.56
SEWER COLLECTION	ARNOLD MOTOR SUPPLY	PARTS & SUPPLIES	295.77
	BARCO MUNICIPAL PRODUCTS INC	TRAFFIC CONES & ROAD SIGNS	4,310.30
	SCHIMBERG CO.	SADLES, PIPE, BASES FOR SEWER TERM.	3,486.66
	VERIZON WIRELESS	CELLULAR SERVICE	84.32
		TOTAL:	10,703.41
SANITATION	WASH CO HUMANE SOCIETY	JULY COLLECTIONS	334.00
		TOTAL:	334.00
			129,357.78

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

**CITY OF WASHINGTON
2021 WATER MAIN IMPROVEMENTS PROJECT
UPDATE PUBLIC HEARING ANNOUNCEMENTS**

A. Funding of Project Activities and Sources of Funds.

This project is funded in part by a Community Development Block Grant (CDBG). The City was awarded a 2021 CDBG for \$600,000. To date, \$99,111 of the CDBG allocation has been expended. There is a local obligation of \$774,618 committed towards project costs. To date, \$399,228 has been expended.

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

The need for the project is due to a need to provide residents in the target neighborhood with high quality water for normal residential use.

C. Nature of and Status of Activities.

The nature of the project involves the construction of approximately 3,490 linear feet of 8-inch water main, water service pipe, hydrants, valves, and related street patching.

Cornerstone Excavating Inc. is the contractor for the work on the project. Work on the project is approximately 16% complete.

There has been no change to the project beneficiaries as proposed in the request submitted to State for funding.

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

The project will result in a target neighborhood benefit and based on results from a survey conducted by the City in June 2021, 72.18% of the residents living in the target neighborhood who will be impacted by the project are of low-and-moderate income.

E. Announce where the activities are being conducted.

The project activities are taking place on East Main Street between S. 12th Avenue and S. 15th Avenue. Additional work will take place on W. Madison Street between S. Avenue H and S. Avenue C, all in the City of Washington, Iowa.

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

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

G. Announce plans to assist persons actually displaced.

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

RESOLUTION NO. _____

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

WHEREAS, the City of Washington, Iowa is empowered to levy, assess, and collect costs of improvement and removal of debris against the abutting property owner,

WHEREAS, tall grass and weeds were removed from the following listed property owners:

The property of Yenter, Jeffrey A. at 307 N D AVE. for the amount of \$330.00. Legal Description (04 M M YOUNGS ADD LOT A EXC S 72 FT). Parcel Number (1117162007).

The property of Bank, Bmo Harris N.A. at 421 E MADISON ST. for the amount of \$175.00. Legal Description (02 01 ASHBYS ADD). Parcel Number (1117460008).

and,

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

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

Passed and Approved this 1st day of August 2023.

Millie Youngquist, Mayor Pro Tem

Attest:

Sally Hart, City Clerk

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



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

Memorandum

July 26, 2023

To: City Council
CC: City Administrator Deanna McCusker
From: Sally Y. Hart, City Clerk

Re: Hotel/Motel Tax Committee Sign Project

The Hotel/Motel Tax Fund Administration Committee has unanimously voted to move forward with a Welcome and Wayfinding Sign project. The project will include installing two vinyl monument welcome signs and 11 directional/wayfinding signs through town. One welcome sign will be placed on the east side of town along Highway 92 and the other will be placed near Buchanan Street along Highway 1 on the south side of town.

In order to move forward with this project, the Committee recommends allocating up to \$32,000 of Hotel/Motel Tax Funds to serve as matching dollars for grants. The fund balance for Hotel/Motel Tax is \$146,007.48.

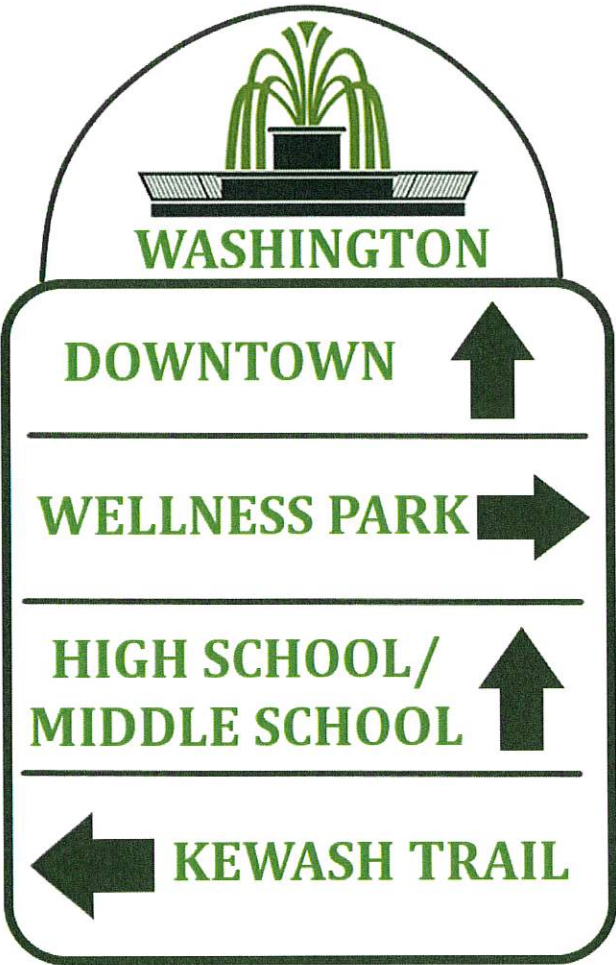
The total project is estimated to cost approximately \$54,500. The grants the committee plans to pursue this fall include Alliant Energy Community grant, Walmart Community grant, and a Washington Betterment Foundation grant. Consideration for a Washington County Riverboat Foundation grant by partnering with the Chamber of Commerce has also been discussed.

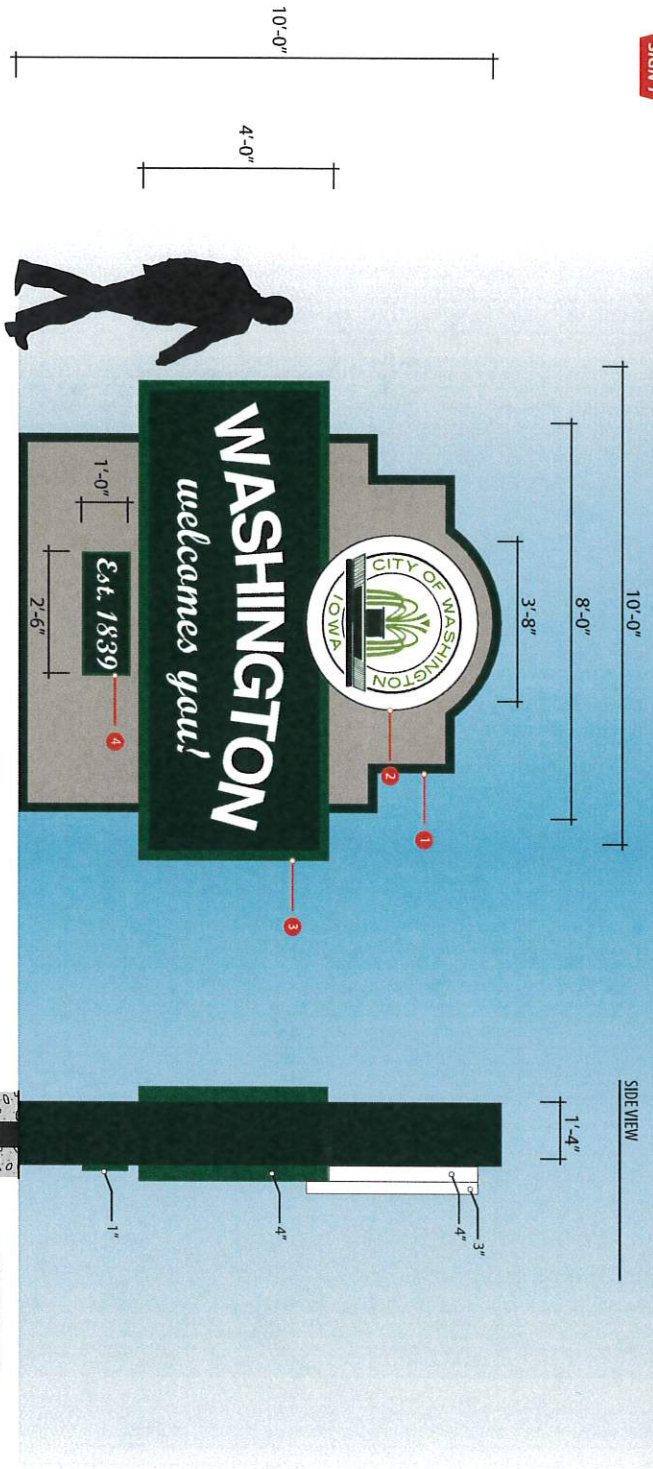
Attached is a mock-up of the welcome signs (the Committee will be deciding on a final design including font at their August or September meeting), and a sample of the directional/wayfinding signs. The wayfinding signs will help direct visitors to a variety of amenities in town including the downtown district, the Wellness Park, the Kewash Trail, the pool, the welcome center, the hospital, Case Field, and the high school/middle school.

The welcome signs will be made by Nesper Sign Advertising, Inc., and the directional signs will be made by Iowa Prison Industries.

Thank you for your consideration.

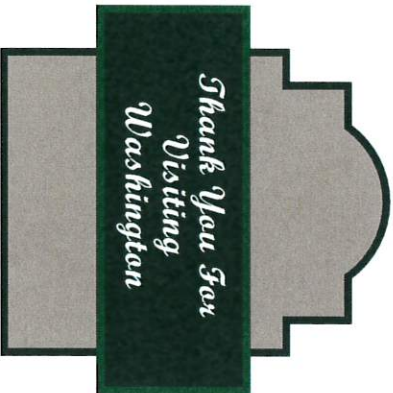
Wayfinding/Directional Sign Example:





QTY 2

BACK VIEW



ENGINEERING:
 PIPE: 6" STD STEEL
 BASE: 3/6" X 6'-6" DEEP
 CONCRETE: 1,658 YDS
 LENGTH: 1'-6"-6"

JOB DESCRIPTION:

FABRICATE AND INSTALL (2) D/SIDED NON-LIT MONUMENT ENTRANCE SIGNS

- 1 **FRAME:** 2" STEEL ANGLE
FACE/BACK: .080 ALUMINUM
PAINT: SATIN (MATCH VINYL)
- 2 **FRAME:** 3" x 4" ALUMINUM ANGLE
FACE: .080 ALUMINUM
PAINT: SATIN WHITE
VINYL: OPAQUE (SEE CHART)
- 3 **FRAME:** 4" SQ. TUBE ALUMINUM
FACES: .080 ALUMINUM
PAINT: SATIN (MATCH VINYL)
VINYL: OPAQUE WHITE
- 4 **FRAME:** 1" SQ. TUBE ALUMINUM
PAINT: SATIN (MATCH VINYL)
VINYL: OPAQUE WHITE

- CUSTOMER TO SUPPLY LOGO IN VECTOR FORMAT

OPAQUE VINYL

 BOTTLE GREEN (7725-2/6)	 DARK GREEN (7725-5/6)
 KHAKI GREEN (7725-1/6)	 DOVE GRAY (7725-9/1)
 WHITE (7725-1/0)	

DESIGN #: TG-985 VER.#: 4
 DATE: 6-28-23 DRAWN BY: KSA
 SALES: TOM GARLAND
 JOB: CITY OF WASHINGTON
 LOCATION: WASHINGTON, IA
 DESIGN APPROVED BY: _____

DATE: _____

4820 J STREET SW CEDAR RAPIDS IA 52404 / FAX 319-366-6193 / WWW.NESPERSIGN.COM
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Since 1925

RESOLUTION NO. 2023-__

**A RESOLUTION ENDORSING APPLICATIONS FOR GRANT
FUNDS FOR THE HOTEL/MOTEL TAX FUND
ADMINISTRATION COMMITTEE SIGN PROJECT**

WHEREAS, the Hotel/Motel Tax Fund Administration Committee unanimously approved a sign project to install two welcome signs and 11 directional wayfinding signs in Washington; and

WHEREAS, to assist in funding the Welcome and Wayfinding Sign Project the Committee wishes to pursue grants; and

WHEREAS, the total project cost is estimated at \$54,500; and

WHEREAS, the Committee recommends designating \$32,000 of funds derived from the Hotel/Motel Tax to serve as matching funds for grant applications; and

WHEREAS, the Committee by code is to advise Council on the most efficient and effective uses of the revenue derived from the said tax; and

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

Section 1. The City Council endorses the use of \$32,000 of Hotel/Motel Tax funds to serve as matching funds for grant applications for the Welcome and Wayfinding Sign Project.

PASSED AND APPROVED this 1st day of August, 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 27, 2023

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

From: Deanna McCusker
City Administrator

Re: Fee Schedule for Public Records Requests

We have had recent public records requests and will continue to have them and would like to implement the same fee schedule as the police department uses. The Iowa Code allows government bodies to charge a "reasonable" fee for providing the documents being requested, but the fees are not to exceed the actual cost for providing the service.

Based on this, I would recommend to city council that they adopt the same fee schedule as the police department.

RESOLUTION NO. 2023-_____

**A RESOLUTION ADOPTING A FEE FOR FULFILLING
PUBLIC RECORDS REQUESTS**

WHEREAS, there are often public records requests sent to city staff, which are processed in accordance with the Iowa law; and,

WHEREAS, the Iowa Code further allows government bodies to charge a “reasonable” fee for fulfilling records requests, but the fee is not to exceed the actual costs incurred in providing the service; and,

WHEREAS, a fair and reasonable fee is charging \$5 plus \$.50 per page plus a per hour fee for any time spent over 30 minutes in gathering the data; and,

WHEREAS, a per hour fee for gathering data is set at \$25.00 – billed in 30-minute increments.

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

Section 1. The Fee for Fulfilling Public Records Request is hereby adopted.

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

PASSED AND APPROVED this 1st day of August, 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 28, 2023

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

From: Deanna McCusker
City Administrator

Re: Proposal from Veenstra & Kimm, Inc.

Since we are working on the next 5 years of the capital improvement plan and one of the items that was listed on the previous 5 year plan was the wellness park phase 2. In order to have a true picture of the vision for phase 2 and a more realistic cost opinion it is necessary to have plans developed and an opinion of cost done. Nick Pacha and I met with 2 different engineering firms and discussed the project and then provided each of them with the same requests. After the parks tour, it is very evident to everyone that a new park shelter is a need rather than a want and this is part of phase 2.

Shive Hattery and Veenestra & Kimm, Inc. provided proposals based on the information requested by Nick and I. Shive Hattery provided an agreement for a total of \$40,700, but it did not include soil borings or surveying/topography which is needed and we had included. Veenestra & Kimm, Inc. provided an agreement for \$48,000 and that includes the soil borings and surveying/topography, which is a total of \$15,000. Based on this information, Nick and I would recommend that we approve the agreement with Veenestra & Kimm, Inc. for the conceptual design and opinion of cost for the 2nd phase of the wellness park. This does not mean that they will be the ones doing the construction. The soil borings and survey/topography information is ours and can get relayed to any other company.

The cost to provide the information we were looking for is quite a bit of money, but necessary to provide an actual concept for this phase. We do have \$48,000 in our municipal grant funds from FY22 and FY23. We are cognizant that this project will be done in phases and knowing what those amounts are will help us plan as we move forward with this project, whether that's in 5 or 10 years. With projects such as this there are numerous grants that can assist us with the actual construction of the project. Or we simply start with doing the soil borings and surveying so we have preliminary work done towards the project.

RESOLUTION NO. 2023- _____

**A RESOLUTION APPROVING ENTERING INTO A PROPOSAL FOR WELLNESS
PARK PHASE II MASTER PLAN**

WHEREAS, the City Council is working on establishing a defined 5-year capital improvement plan; and,

WHEREAS, as part of updating the 5-year capital improvement plan, it is beneficial to have accurate costs for projects, including the 2nd phase of the Wellness Park; and,

WHEREAS, receiving more updated cost proposals allows City Council to plan phases of more in depth and expensive projects; and,

WHEREAS, to gain a more realistic idea of what the 2nd phase of the Wellness Park will cost, proposals were requested to provide a master plan for the 2nd phase of the Wellness Park, including an opinion of probable costs; and,

WHEREAS, Veenstra & Kimm, Inc. provided an opinion of cost of \$48,000 which includes concepts, presentations/meetings for \$27,000; pond preliminary design for \$6,000; Survey/Topography for \$7,000; and soil borings needed for the pond for \$8,000.

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

Section 1. The City Council hereby approves the proposal for Wellness Park Phase II Master Plan by Veenstra & Kimm, Inc. as attached to this Resolution.

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

PASSED AND APPROVED this 1st day of August, 2023.

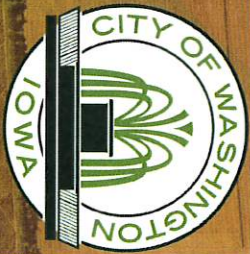
Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk



**VEENSTRA
& KIMM INC.**



*Proposal for
Wellness Park Phase II Master Plan
Washington, Iowa*

July 13, 2023



BUILDING RELATIONSHIPS
ENGINEERING SOLUTIONS

PROPOSAL PREPARED BY

Leland Belding, P.E.

2600 University Parkway, Suite 1

Coralville, IA 52241

319.466.1000 (p)

lbelding@v-k.net



Table of Contents

Project Overview

Conceptual Details

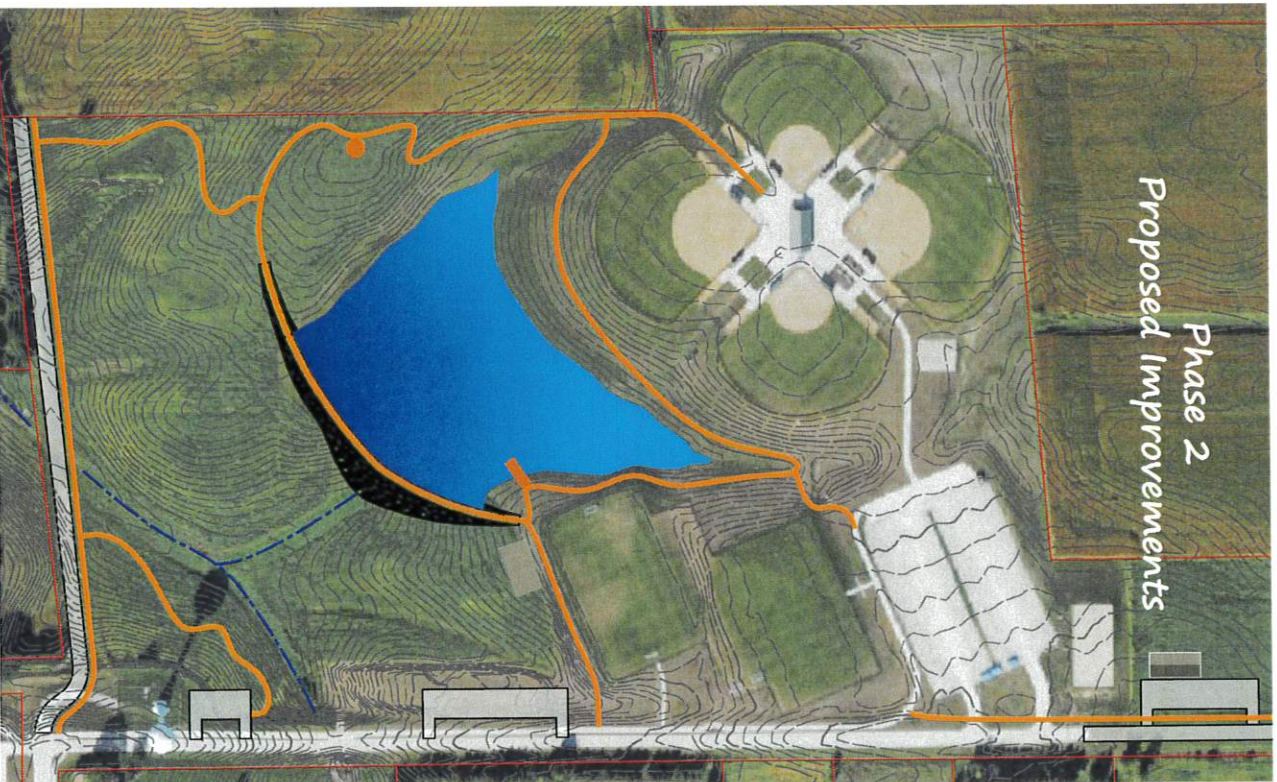
Firm Overview & Team

Schedule & Cost Opinion

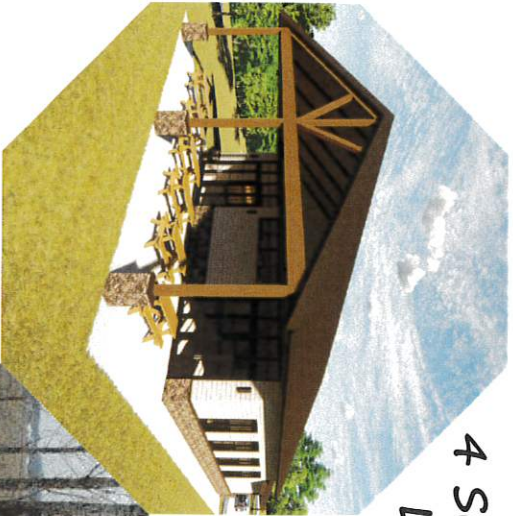


Project Overview

Wellness Park Phase II



Concept Scope



4 Season Lodge



Trails



Pond



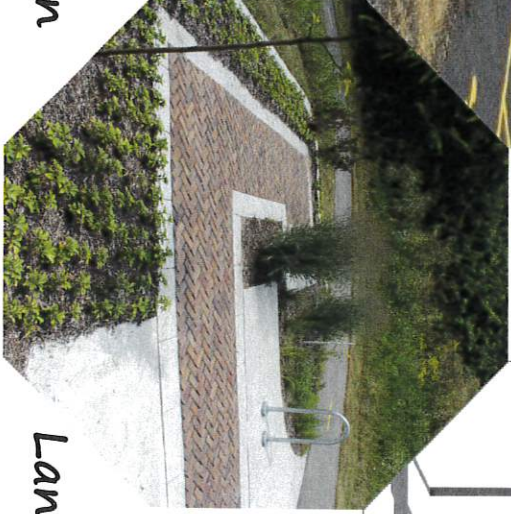
Park Shop/
Office



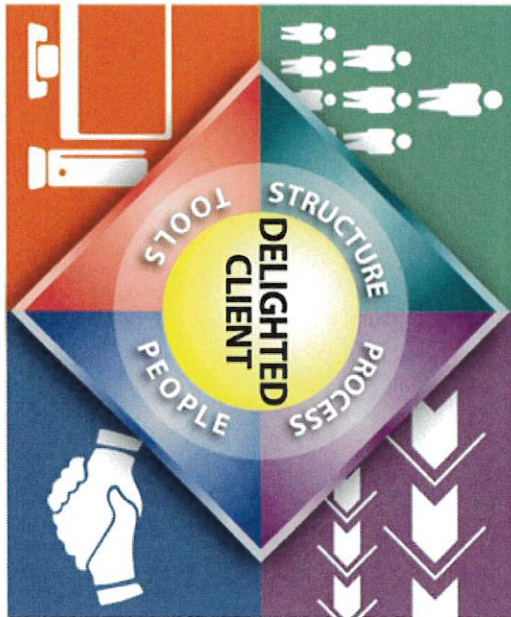
Signage



Small Pavilion



Landscaping





Conceptual Details

4 Seasons Lodge

- Accommodate 100 people
- Catering kitchen and all the necessary amenities
- Tables and chairs
- Polished concrete floor
- Indoor restrooms with outdoor access
- Storage area
- Lots of windows
- Covered patio overlooking pond
- Parking lot
- Audio/visual equipment
- Security camera



Pond

Stocked with fish

Trails around pond

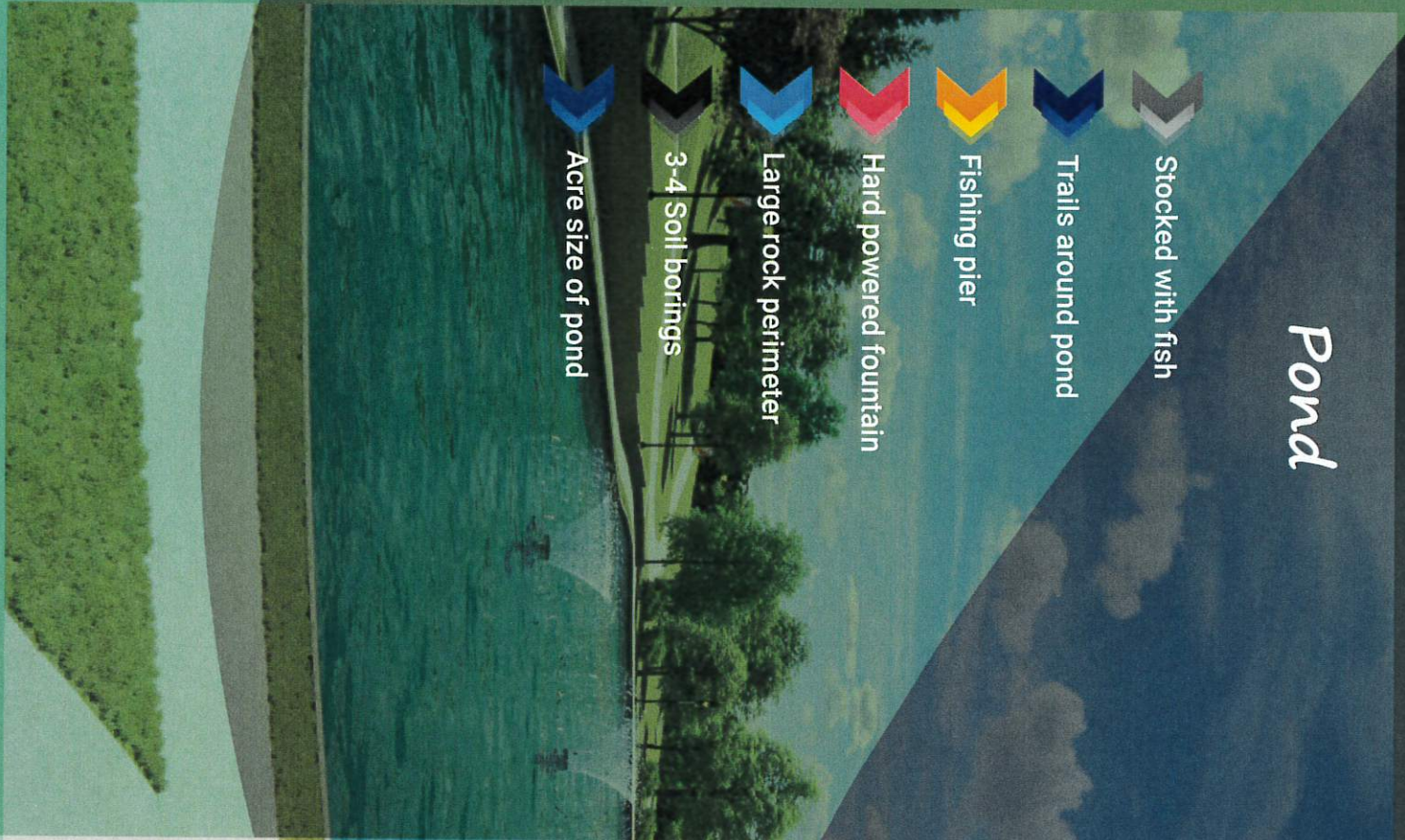
Fishing pier

Hard powered fountain

Large rock perimeter

3-4 Soil borings

Acre size of pond



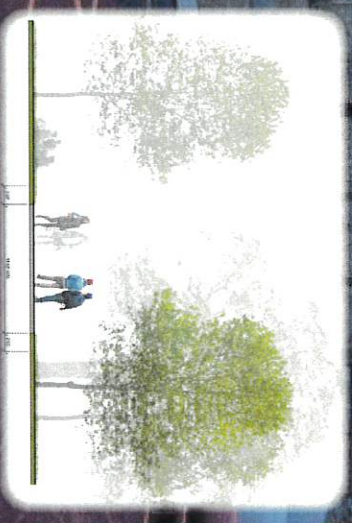
Trails

Around the perimeter & pond

By sand volleyball

Down the south edge of the property

Concrete/HMA/rock



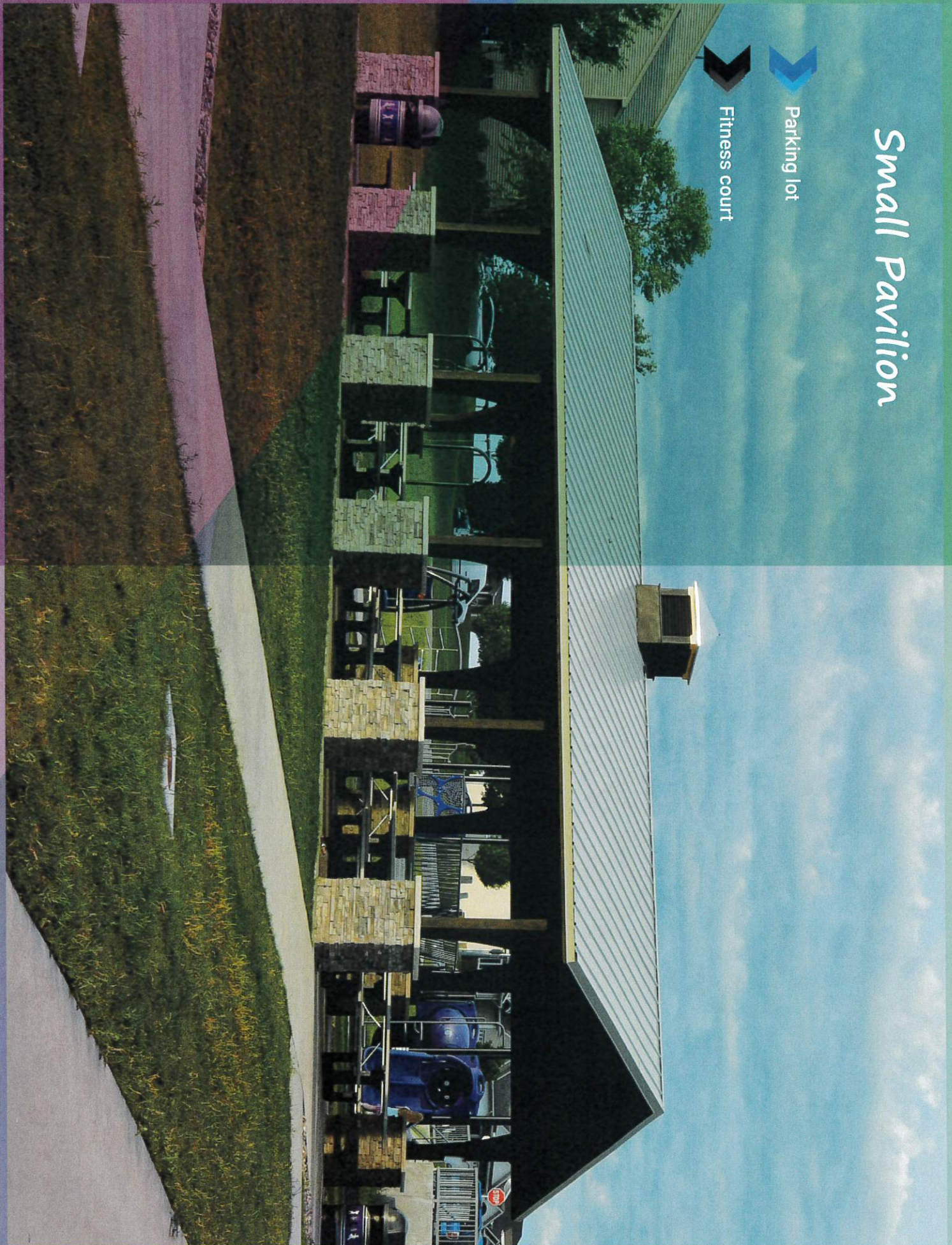
Small Pavilion



Parking lot



Fitness court



Landscaping



Small trees



Shrubs



Signage



Wellness park area



Sports complex



Park Shop/Office



4 Truck/equipment heated bays



2 temperature controlled offices



Break room



Shower room



Restrooms





Firm Overview & Team



PEOPLE

200 Staff

- * Engineers
- * Architects
- * Surveyors
- * Planners
- * Inspectors

APPROACH

We approach each project and client uniquely. No two situations are the same.



OFFICES

10 Locations in the Upper Midwest including Coralville and Cedar Rapids.

SERVICE

Our 61 years have been dedicated to long-term relationships and QA/QC.

Founded on the principle of providing quality services to municipal clients at a fair and reasonable price, Veenstra & Kimm Inc. has grown to a staff level of more than 200 employees in 10 locations, serving in excess of 100 cities and counties across the Midwest.

Our services are centered on the needs of our clients and include a wide range of design, planning and consulting services for municipalities and counties in the Midwest. Complete services are provided to cities, counties and other governmental and private entities concerning aspects of civil engineering, environmental engineering, structural engineering, and planning and landscape architectural services.

In addition to providing traditional engineering services, Veenstra & Kimm, Inc. provides support services, which are critical to project implementation. We maintain expertise in all areas of project development, including the legal and financial requirements for project implementation. Veenstra & Kimm, Inc.'s approach to engineering is based on active involvement of all our staff in an application which best fits their experience and expertise.

62 Years in Business
500 Repeat Clients

Meet the Team



Leland Belding, PE, PTOE
Project Manager

EDUCATION
BS, Civil & Electrical Engineering
University of Iowa
Masters of Business Administration
Baker College

REGISTRATIONS
Professional Engineer: IA, IL, MO, WI

YEARS OF EXPERIENCE: 25

SPECIALTIES

- Streets and Urban Design
- Site Planning and Development
- Municipal Engineering
- Stormwater Solutions



John Micka, PLA
Landscaping

EDUCATION
Bachelor of Landscape Architecture
Iowa State University

REGISTRATIONS
Professional Landscape Architect

YEARS OF EXPERIENCE: 23

SPECIALTIES

- Streetscapes and Urban Design
- Park Planning and Development
- General Site Planning
- Stormwater Solutions



Chris Parizek, P.E.
Water Resources Engineer

EDUCATION
Bachelor of Science, Civil Engineering
University of Iowa

REGISTRATIONS
Professional Engineer: IA

YEARS OF EXPERIENCE: 10

SPECIALTIES

- Water Distribution System Design
- Grade Stabilization Structure Design
- Native Seeding Design & Management
- Soil Conservation Practice Design



Tara Goldsberry, AIA
Architect

EDUCATION
Bachelor of Architecture
Iowa State University

REGISTRATIONS
Professional Architect

YEARS OF EXPERIENCE: 14

SPECIALTIES

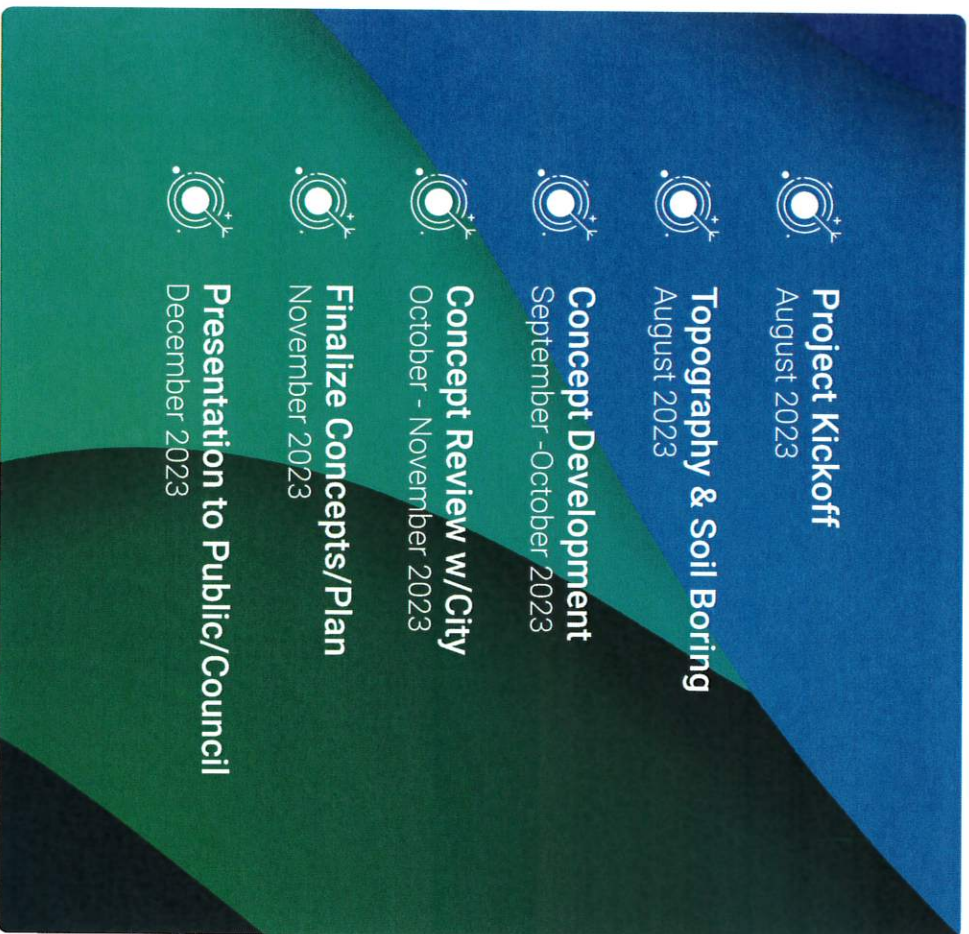
- Municipal Building Design
- Education & Church Design
- Industrial & Commercial Building Design
- Infrastructure Building Design





Schedule & Cost Opinion

Schedule



Cost Opinion

Master Plan (concepts/presentations/meetings)	\$27,000
Pond Preliminary Design	\$6,000
Survey/Topography	\$7,000
Soil Borings	\$8,000
Total	\$48,000

PROFESSIONAL SERVICES AGREEMENT

ATTN: Nick Pacha
CLIENT: City of Washington
215 E. Washington St.
Washington, IA 52353

PROJECT: City of Washington Wellness Park

PROJECT LOCATION: Washington, IA

DATE OF AGREEMENT: July 12, 2023

PROJECT DESCRIPTION

The City of Washington is undertaking the completion of a physical master plan for their community wellness park. The project shall include the location and conceptual design of a Four Seasons Lodge to accommodate approximately 100 people, pond, trails, a small shade pavilion, landscaping, signage and a parks maintenance shop with offices and restrooms. The project shall also include an opinion of probable costs for the amenities represented in the master plan.

SCOPE OF SERVICES

We will provide the following services for this project: Master Planning, Civil Engineering, Landscape Architecture, Visualization and Architectural Programming.

1. Data Collection/Basemapping:
 - A. Collect base information utilizing LiDAR topographic data and aerials to assemble a scaled base map.
 - B. Utilize owner-provided utility information, anecdotal information, and any other existing condition information impacting the project site.
2. Visioning & Guideline Meeting:
 - A. The design team will meet virtually with City Staff for a detailed work session resulting in the identification of overarching goals, preferences for maintenance, sustainability, and material selections.
 - B. Establish project goals and guiding principles in which to measure major design decisions throughout the master planning process.
 - C. Provide meeting summary documenting discussion.
3. Inventory & Analysis:
 - A. Develop floor plan diagrams and concept elevations to assist with spacing and amenity planning within the Four Seasons Lodge. Determine construction types and building assemblies (pre-engineering, wood framed, etc.). The following amenities have been listed to test fit in a space:
 - 1) Catering kitchen and all the necessary amenities
 - 2) Tables and chairs



- 3) Polished concrete floor
 - 4) Restrooms that are inside but can be accessed from the outside as well.
 - 5) Storage area
 - 6) Lots of windows around the exterior of the building.
 - 7) Covered patio overlooking the pond.
 - 8) Parking
- B. Develop floor plan diagrams and concept elevations to assist with spacing and amenity planning within the Park Maintenance Shop/Office. Determine construction types and building assemblies (pre-engineering, wood framed, etc.). The following amenities have been listed to test fit in a space:
- 1) 4 truck/equipment heated bays.
 - 2) 2 heated/cooled offices
 - 3) Breakroom
 - 4) Shower room
 - 5) Restrooms – 1 men's and 1 family
- C. Delineate the contributing watershed for the proposed pond. Develop preliminary sizing and layout recommendations based on watershed ratios, detention requirements, and City preference for desired amenity. Develop a conceptual grading plan to determine dam embankment location, height, and estimated earthwork volumes for pond.
- D. Develop a site plan diagram showing the 70-acre wellness park site, size and location of proposed pond, trail connections, four seasons lodge, small shade pavilion, maintenance building, interior roadways, parking, signage locations and landscaping areas.
- E. Develop a conceptual opinion of probable costs with current, fair market unit costs.
- 1) Outline components of proposed amenities and improvements in a breakdown with costs. Building costs will be represented as a price per SF based on anticipated market conditions.
4. Review Meeting:
- A. Meet with City Staff virtually for a detailed work session resulting in the review of proposed concepts and opinion of probable costs.
 - B. Provide meeting summary and exhibits documenting input and refinements to the materials.
5. Concept Refinement & Deliverables:
- A. Refine the master plan based on City Staff comments. Develop an illustrative plan rendering with labels.
 - B. Four Season Lodge colored floor plan diagram and a conceptual elevation.
 - C. Parks Maintenance/Office Building colored floor plan diagram and a conceptual elevation.
 - D. Opinion of probable costs to Owner with executive summary to describe assumptions for the development of costs.

- E. Transmit the above electronic content to the Owner.
- 6. Final Presentation Meeting (Council or as directed by Owner):
 - A. Meet with City staff and officials in person to review the master plan documents, answer questions and identify phasing ideas as needed.
- 7. Site and Architectural 3D Renderings (Optional Service):
 - A. Develop 3 perspective vignettes of the site master plan in 3D renderings to convey the major improvements.
 - 1) Birds-eye view of the main property features.
 - 2) View of pond/walking trail with structures in background.
 - 3) Exterior Four Season Lodge view.
 - B. Develop 2 interior vignettes showing one perspective in the Four Season Lodge and one perspective in the Parks/Office Maintenance Building.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits, and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

1. We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services, understanding that the master plan deliverable will be completed by November 15th, 2023.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Master Planning Services	Hourly	\$35,200	Included	\$35,200
Optional: Site and Architectural 3D Rendering Services	Hourly	\$5,500	Included	\$5,500
TOTAL				\$40,700

Fee Types:

- Hourly - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

- Included - For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Enhanced 3D Visualization such as development of a fully modeled site necessary to complete a "fly-through" video.
2. Meetings beyond those listed.
3. Pond Engineering and Design.
4. Soil borings.
5. Topographical survey services.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 2020

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the **CLIENT** for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the **CLIENT**, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The **CLIENT** agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the **CLIENT**, its employees, agents, contractors, subcontractors, consultants or anyone for whom the **CLIENT** is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, **CLIENT** agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The **CLIENT** recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the **CLIENT** is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The **CLIENT** shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the **CLIENT** that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to **CLIENT** each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the **CLIENT**. If the **CLIENT** does not make payment within thirty (30) days after the date the invoice was mailed to the **CLIENT**, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE


Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Holly Reid, PLA
Project Manager
hreed@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Washington

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2023 to December 31, 2023

PROFESSIONAL STAFF:

Grade 1	\$104.00
Grade 2	\$124.00
Grade 3	\$138.00
Grade 4	\$154.00
Grade 5	\$172.00
Grade 6	\$185.00
Grade 7	\$202.00
Grade 8	\$221.00
Grade 9	\$240.00

TECHNICAL STAFF:

Grade 1	\$ 73.00
Grade 2	\$ 89.00
Grade 3	\$102.00
Grade 4	\$110.00
Grade 5	\$123.00
Grade 6	\$141.00
Grade 7	\$157.00

ADMIN STAFF: \$ 71.00

SURVEY STAFF:

One Person	\$158.00
Two Person	\$245.00
One Person with ATV	\$183.00
Two Person with ATV	\$270.00
Drone Surveyor (Video or Photogrammetry)	\$195.00
Drone Surveyor (Thermography)	\$360.00
Reality Capture Processing	\$161.00
Hydrographic Survey Crew (Two Person)	\$311.00
Scanning Surveyor	\$215.00
Surveyor with Two Scanners	\$295.00
Surveyor with Three Scanners	\$375.00
Ground Penetrating Radar	\$160.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.65/ Mile
Mileage- Survey Trucks	\$0.75/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

*Jaron P. Rosien, Mayor
Deanna McCusker, City
Administrator
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*

TO: Mayor and City Council
FROM: Cary Ann Siegfried, Library Director
SUBJECT: Lease Contract with Gordon Flesch
DATE: Tuesday, August 1, 2023

The Library currently has a HP LaserJet Pro multifunction (printing, copying, scanning & faxing) machine in use as a public printer and fax machine, with a similar machine in the Library Director's office. In the last fiscal year, the Library spent \$4,510.93 on toner for this equipment, resulting in over-expenditures in the Library's office supply allocation. Because of the increase in public printing volume and increasing toner costs, as well as wear and tear on equipment that wasn't intended for high volume public printing, staff began to look for alternatives to the situation.

Gordon Flesch offered a leasing option for a high volume multifunction printer/copier (Lexmark XC4342) that would serve our needs with a cost of \$237.07 monthly for a 3 year lease term. All equipment maintenance and toner is covered in this price for an annual cost of \$2,844.84. If overages occur (tracked quarterly) additional charges could result, but the estimates for usage are based on actual use in the last 12 months. Rather than continuing to maintain two printers, we plan to use just the one networked device for all staff. In addition, Gordon Flesch has offered a cloud fax solution that will eliminate the need to maintain a phone line for faxing. The cost for this service is approximately \$40/monthly (roughly equal to what we currently pay for the fax line). This solution promises to be a much less staff intensive solution since library patrons will use the self-service copy machine to scan their documents to be faxed and then send the scan to the cloud fax portal for staff to release. It is also expected to reduce fax charges to library patrons (currently \$1.00 per page).

The Library Board approved this plan at their March 23, 2023 meeting, with the stipulation that the contract would not begin until the new fiscal year and have reviewed the attached contract.

GFC Leasing imageCARE Master Agreement Acceptance Supplement

Master Agreement#: _____ Supplement#: _____ Term: 36 Commencement Date: _____

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by the Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and Washington Free Public Library ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc.

Master Agreement (the "Agreement") between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the date executed by GFC. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

First Payment Due Date:	Payment and Meter Read Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Security Deposit: <u>\$0.00</u>
-------------------------	---	---------------------------------

Payment:** \$237.07 **Plus fees, taxes and image charges, if applicable. Federal ID# 42-6005318

Comments: Order subject to NASPO Value Point Contract #140601 & State Contract #20179. Monthly base bill with Quarterly overage meter reading.

GFC Leasing Solutions (please check all applicable)			End of Supplement Option:	Tax Exempt
<input checked="" type="checkbox"/> Equipment	<input type="checkbox"/> Customer Equipment	Equipment, If Applicable:	<input checked="" type="checkbox"/> Fair Market Value	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please attach your tax exemption certificate)
<input checked="" type="checkbox"/> Maintenance*	<input type="checkbox"/> Software	<input checked="" type="checkbox"/> New	<input type="checkbox"/> \$1.00 Buyout	
<input type="checkbox"/> Rapid Temperature Kiosk Support Plan		<input type="checkbox"/> Certified Pre-owned	<input type="checkbox"/> HaaS (No Purchase)	
<small>*Includes toner. Excludes fax cartridges, paper, staples, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.</small>				

Install DCA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IT Contact Name: <u>Cary Ann Siegfried</u>	Phone: <u>(319) 653-2097</u>	Email: <u>cary.siegfried@washington.lib.ia.us</u>
Meter Contact:	Name: <u>Cary Ann Siegfried</u>	Phone: <u>(319) 653-2097</u>	Email: <u>cary.siegfried@washington.lib.ia.us</u>	
A/P Contact	Name: <u>Cary Ann Siegfried</u>	Phone: <u>(319) 653-2097</u>	Email: <u>cary.siegfried@washington.lib.ia.us</u>	

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. **Voided check must accompany this form.**

ACH <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	I:	I:
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. **Payments and Term.** GFC will deliver, install and implement the Solutions in accordance with this Supplement (the "Commencement Date"). Thereafter GFC will provide you with an invoice, the date of which will be the first day of the Term of this Supplement (the "First Payment Due Date"). The Term for this Supplement is stated above and is non-cancellable by you. Except to the extent Equipment and Software is subject to the \$1.00 Buyout End of Supplement Option ("Dollar Buyout Option"), the initial Term will be extended automatically, without notice, for successive month to month terms beyond the initial Term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will make the first Payment on or before the date indicated herein, or in any event not later than the due date of the first invoice issued by GFC pursuant to this Supplement. Subsequent Payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. Annually, GFC may increase the base payment, the fee per image for each image type and the Charge per Image for Overage. You also agree to pay prorated amounts for any partial monthly billing period, such as the number of days from the Commencement Date to the First Payment Due Date.

2. **Equipment Lease.**

A. **Fair Market Value Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Fair Market Value End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not either purchase the Equipment or return the Equipment to the location designated by GFC. If you do not pay monthly Payments or purchase the Equipment from GFC upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the Fair Market Value End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property subject to your option, if selected, to purchase the Equipment at Fair Market Value as reasonably determined by GFC.

B. **Dollar Buyout Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Dollar Buyout Option for Equipment and Software described in this Supplement, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase such Equipment for one dollar (\$1.00) and will thereby take title to that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this

Agreement is deemed a conditional sales contract with respect to such Equipment, you hereby grant to GFC a security interest in and to such Equipment effective as of the date of this Supplement to secure Payments due. If any Equipment is subject to the Dollar Buyout Option, you will report the Equipment for purposes of personal property taxes.

C. **HaaS Option.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the HaaS (No Purchase) End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not return the Equipment to the location designated by GFC. If you do not pay monthly Payments upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear accepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the No Purchase End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property.

3. Maintenance. If you select maintenance, support and repair services for Equipment, or for equipment not supplied by GFC ("Customer Equipment"), GFC will provide maintenance, service, support and repairs ("Maintenance") for such Equipment and Customer Equipment ("Maintained Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Maintained Equipment in good working condition during the Term of this Supplement. GFC will not be responsible for damage that occurs or Maintenance required due to your failure to provide a clean and proper operating environment, including temperature and humidity, failure to operate the Maintained Equipment in accordance with manufacturer's recommendations, or neglect, abuse, misuse, intentional acts or negligence by you or anyone other than GFC with respect to the Maintained Equipment. Except as otherwise provided in a particular Supplement, all regular Maintenance will be performed during GFC's normal business hours. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting increased fuel-related costs.

4. Rapid Temperature Kiosk Support Plan. Your Rapid Temperature Kiosk Support Plan provides unlimited phone support (833-223-3668) from 7:30 AM to 4:30 PM central time. This phone support is available for setup assistance and training. If the Rapid Temperature Kiosk fails as a result of normal usage, help desk support is available. If that step fails to resolve the issue, GFC will provide hot swap replacement of the Kiosk. The Kiosk replacement excludes devices which have been physically or intentionally damaged as well as all peripheral devices such as printers. Advanced features may require additional professional services for configuration.

5. Maintenance Exclusions. Maintenance provided pursuant to this Supplement does not cover Maintenance or parts required by causes other than normal use of the Maintained Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, installation or malfunction of unauthorized software, parts, attachments or devices, service performed by someone other than GFC, or failure of electrical power or air conditioning. GFC will not be responsible for failure to render Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond GFC's control. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance for the Maintained Equipment.

6. Additional Maintenance. At your request, GFC will provide additional Maintenance on a unit of Maintained Equipment at GFC's then prevailing rate for Maintenance not covered by a GFC agreement. When in the opinion of GFC, a shop reconditioning is necessary for any of the Maintained Equipment because normal service, repair and parts replacement cannot keep a unit of Maintained Equipment in satisfactory operating condition, GFC will submit to you a cost estimate of needed repairs, which cost will be in addition to the charges provided for herein. If you do not authorize and pay for such work GFC may refuse to provide Maintenance therefore. If the Maintained Equipment is not made available for Maintenance at the location indicated on this Supplement at the time GFC's representative calls to perform Maintenance, thereafter, the Maintenance will be performed only upon your request. There will be no refund if in any such case you fail to request Maintenance. Parts to be furnished will be on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Maintained Equipment. Maintenance will not include electrical work external to the Maintained Equipment or any third party software or programming unless specifically provided herein. Any obligation of GFC to provide replacement parts is conditioned upon the availability of the parts from the original equipment manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer for a particular piece of Maintained Equipment, GFC will be released from its obligation for Maintenance for such said Maintained Equipment. GFC may terminate the Maintenance component of this Supplement at any time by giving you thirty (30) days prior written notice.

7. Consumable Supply Variances. Standards for your toner usage will be based on published vendor yields. Staples, fax cartridges and paper are excluded unless expressly stated in this Supplement. You will pay for all shipping and handling costs associated with such supplies. Any toner cartridges provided by GFC for the Maintained Equipment may be new, remanufactured or reprocessed and you will pay for all associated shipping and handling costs. You will provide to GFC an inventory of supplies in your possession upon GFC's request. If you fail to return to GFC any unused supplies upon expiration or termination of this Supplement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates. If your use of supplies exceeds the published yields for a particular piece of the Maintained Equipment by more than ten percent (10%), you agree to pay when invoiced, additional charges at GFC's then current rates for such excess usage. Toner prices are subject to change.

8. Meter Readings. At GFC's option, you will provide actual meter readings upon GFC's request, by; (a) automatic meter reading device attached to the Equipment, or (b) any other method which GFC requests. GFC may estimate the number of images produced by you in any particular billing period if you do not provide GFC with meter readings within seven (7) days of GFC's request. GFC may audit any automatic meter reading device from time to time.

9. Loss and Damage. Because it is in your possession and/or control, you bear the entire risk of loss, theft or damage to the Equipment and no such loss relieves you of your Payment obligations pursuant to this Agreement. If GFC determines that any Equipment is lost, stolen or damaged beyond repair ("Lost Equipment"), you will, upon demand, pay GFC the Accelerated Payment applicable to the Lost Equipment.

10. Title. Except as otherwise provided, GFC holds title to the Equipment, except any Software, and you will have no claim of ownership thereto. However, if you are not in default pursuant to the Agreement, you will be entitled to possession of the Equipment during the Term of this Supplement. You will keep the Equipment free from all liens and encumbrances. You will maintain any markings on the Equipment indicating that it is the property of GFC. You will not make any alterations, additions or improvements of any kind to the Equipment without prior written consent of GFC. However, if so authorized, any such alterations, additions, or improvements will become property of GFC.

11. Software and Support. GFC will provide support for and configuration of Software as provided in this Supplement. References and links to End User Agreements applicable to the Software subject to this Supplement are set forth in or attached to this Supplement.

12. End User Agreements. You acknowledge and agree that GFC is a reseller of certain Software, cloud-based data storage and other Solutions that are provided by GFC Partners, and that GFC and the GFC Partners require as a pre-condition to use of their Software, cloud-based data storage and other Solutions, that you agree to one or more End User Agreements, which are available for your review under the heading "Customer Agreements with GFC Partners" at www.gflesch.com/terms-and-conditions. You hereby agree to such End User Agreements and will not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such End User Agreements will be an event of default pursuant to this Agreement. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC is non-cancellable by you for the full Term hereof.

13. Location of Equipment. You agree to provide GFC with thirty (30) days advance written notice before moving Equipment from the location where GFC installed it. GFC, or a person or entity selected by GFC, will assist with any such move at your cost. Upon reasonable notice, GFC will have the right to enter your premises during business hours to inspect the Equipment from time to time.

14. Personal Property. You will promptly notify GFC of any notice of any attachments or other judicial process affecting the Equipment. The Equipment is, and will remain, personal property even if the Equipment becomes affixed to or attached to real property or any building.

15. Insurance. During the Term of this Agreement, you will keep the Equipment insured, at your expense, against all risks of loss or damage for the full replacement value thereof and will carry public liability insurance covering the Equipment. Said insurance must be in form and amount and with companies having an A.M. Best rating of "A" or better, and must name GFC as loss payee and as an additional insured, respectively. You must deliver proof of such coverage to GFC within thirty (30) days of the date of this Agreement. You will pay GFC all deductible amounts upon the occurrence of a loss. You must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance to GFC will not be invalidated by any act or omission by you. The proceeds of such insurance will be used as determined by GFC in its sole discretion. You appoint GFC as your attorney-in-fact in connection with any such insurance proceeds. If you fail to provide proof of insurance as required, GFC may acquire such insurance. The cost thereof, plus administrative fees will become due and payable with your next Payment. Any duplication of such payments is your responsibility.

16. Other Documents. If a transaction subject to this Supplement is construed as a secured transaction or a conditional sale, this Agreement is deemed to be the security agreement or conditional sale contract, and GFC will be the secured party and you the debtor. You consent to GFC filing financing statements showing GFC's interest in the Equipment. You and GFC agree that this transaction is not subject to either Article 2 or Article 9 of the UCC.

17. Addendums and Signatures. All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto, and any other schedules, addendums or riders which reference this Supplement or attached hereto, which you acknowledge you have read, are hereby incorporated by reference into this Supplement to the same extent as if fully set forth herein. This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

GORDON FLESCH COMPANY, INC.,
d/b/a GFC LEASING

CUSTOMER

Washington Free Public Library

The undersigned affirms that he/she is duly authorized to execute and deliver this Acceptance Supplement on behalf of Customer.

By: _____
Authorized Signature

By: _____
Authorized Signature

Name/Title: _____
Print Name

Name/Title: _____
Print Name

Date: _____

Date: _____

Witness: _____

Customer ("You" or "Customer") Washington Free Public Library	Millie Youngquist	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Association	<input type="checkbox"/> Partnership
Full Legal Name 115 W Washington St	Contact Name Washington	<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
Address (319) 653-2726	City myoungquist@washingtioniowa.gov	State IA	Zip 52353	
Phone	E-Mail	Federal ID# 42-6005318		

This Gordon Flesch Company, Inc. Master Agreement by and between Gordon Flesch Company, Inc., a Wisconsin corporation, d/b/a GFConsulting or GFC Leasing, with offices at 2675 Research Park Drive, Madison, WI 53711 ("GFC") and Washington Free Public Library, organized in the state of IA, ("you" or "Customer"), is effective on the date executed by GFC.

- 1. Agreement.** By signing this Gordon Flesch Company, Inc. Master Agreement, you agree to the terms herein plus any and all Master Agreement Acceptance Supplements ("Supplement(s)") executed by you now and in the future. Each Supplement will be in a form prescribed by GFC, and upon execution by you and GFC will constitute a part of this Agreement to the same extent as if they were set forth in full in this Agreement. This Agreement and all Supplements delivered with this Agreement and anytime thereafter, are collectively referred to herein as the "Agreement." The terms "Agreement", "hereof", "herein", and "hereunder", mean this Agreement together with each Supplement and each Service Level Agreement, addendum and schedule attached to any Supplement. Except as specifically provided in a particular Supplement, to the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions of any Supplement, Service Level Agreement, addendum or schedule, the terms and conditions in this Agreement will prevail.
- 2. Term.** The term of any particular Supplement which references this Agreement begins on the "First Payment Due Date" specified in that Supplement and continues for the term set forth in such Supplement. Except as otherwise provided in a particular Supplement, the term for a Supplement will be extended automatically, without notice, for successive month-to-month terms beyond the initial term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the scheduled term or any extension of the term for that Supplement. Payments for any extended term will be due as invoiced by GFC. This Agreement will remain effective until all Supplements subject to this Agreement have expired, or been terminated.
- 3. Equipment.** If a Supplement includes equipment, the items of equipment and other personal property including hardware, parts, additions, and accessories incorporated or attached to the equipment, and software embedded in the equipment are collectively referred to herein as the "Equipment."
- 4. Software.** If a Supplement includes software, embedded, installed or separate from the Equipment, including software-as-a-service, such software and the software license rights are also separately referred to herein as the "Software."
- 5. GFC Services.** If a Supplement includes services provided by GFC, or by third party vendors ("GFC Partners"), including but not limited to, IT managed services, professional services, and cloud based data storage, such services are also collectively referred to herein as "GFC Services."
- 6. Your Selections.** You acknowledge that although GFC may provide recommendations, you have selected (or will select) the type, size, design, model, capacity, quantity, functionality, manufacturer, licensor, and supplier of the Equipment, Software, GFC Services, and any other hardware or services referred to in each Supplement (collectively, the "Solutions"), on the basis of your own judgment, and that it meets provisions of any purchase order pursuant to which GFC has acquired title to the Solutions. Any purchase order issued by you to GFC regarding the Solutions is issued solely for purposes of your authorization and does not in any way supersede, modify or become a part of this Agreement or any Supplements.
- 7. End User Agreements.** You acknowledge that installation and configuration of the Solutions commonly requires that you as the end user agree to certain end user license agreements, service level agreements, and related agreements (collectively, the "End User Agreements"). To that end, you hereby authorize GFC and GFC Partners to accept and/or agree to on your behalf, all such End User Agreements related to the Solutions that GFC or GFC Partners encounter while installing, configuring, supporting, and/or servicing the Solutions and your existing hardware and software. Solutions which require End User Agreements and a link to locate and review such End User Agreements are set forth on the applicable Supplement.
- 8. Connectivity, Security.** It is your responsibility to provide adequate and secure connectivity to enable the Solutions to perform to your satisfaction. You acknowledge and agree that GFC does not guarantee or warrant the quality, speed, security or uninterrupted availability of the Solutions as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Solutions are provided by you and a third party public utility or by private companies over which GFC has no control, and that the security of data transmission over such lines to provide the Solutions is not the responsibility of GFC. Accordingly, except to the extent caused directly by the reckless or willful misconduct of a GFC employee but subject to the limitations of liability in this Agreement, GFC will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Solutions, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Solutions. You agree to refrain from any act or omission which disrupts, inhibits or

prevents the effectiveness, or operation of the Solutions provided by GFC and GFC Partners, including without limitation, Solutions for virus protection, data backup and IT managed services.

9. **Your Data.** You acknowledge that although GFC may provide recommendations, you agree that the responsibility of acquiring tools for managing, storing, backing up, and securing data, which include the Solutions you obtain from GFC and GFC Partners, is with the owner of such data. Furthermore, you acknowledge and agree that in the use of the Solutions, including but not limited to the transmission and storage of data, that despite every effort by you, GFC and GFC Partners to minimize risk, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that GFC will have no liability to you related to any such Data Breach, except to the extent caused directly by the reckless or willful misconduct of a GFC employee, but subject to the limitations of liability in this Agreement. GFC will endeavor to assist you in the recovery and restoration of such data at your sole cost.
10. **Data Back Up.** GFC and GFC Partners may install and/or configure the Solutions and/or your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to such installation and/or configuration. If data backup is not included in a Solution, you acknowledge that it is advisable to back up all data on your computer equipment on at least a daily basis following installation.
11. **Payments.** You agree to timely pay GFC all payments when due, as set forth in each Supplement, every calendar month, quarterly, annually or as otherwise stated therein, until all such payments have been made. All payment obligations herein are collectively referred to as the "Payments." You agree to make Payments in advance as invoiced by GFC. You also agree to pay prorated amounts for any partial billing period for the number of days between the Commencement Date and First Payment Due Date as those terms are defined in each Supplement.
12. **Late Payments.** If you fail to pay any part of a Payment or any other sum to GFC within ten (10) days after the due date thereof you agree to pay GFC a late fee of 5% of the overdue amount plus accrued interest on the late payment from the expiration of said ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted.
13. **Fees and Taxes.** You agree to pay when due, all applicable fees and taxes (including but not limited to, personal property tax, sales or use tax), imposed in connection with this Agreement and the Solutions provided to you. To the extent any state or other governmental entity, assesses or otherwise imposes taxes or fees arising from this Agreement, you will reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility.
14. **Security Deposit.** The security deposit set forth in any Supplement will be held by GFC and does not earn interest unless required by law. If you default hereunder, or the Equipment is damaged, GFC may apply the security deposit to cure such default or repair such damage, and you will restore the security deposit upon demand. When you have met all requirements of this Agreement as of the expiration or termination of the latest to expire Supplement, any remaining security deposit will be returned to you.
15. **Delivery and Acceptance.** GFC agrees to purchase the Solutions from a supplier but assumes no liability in connection with the Solutions, or other services provided or delivery thereof by a third party. Delay in delivery of the Solutions does not affect the validity of this Agreement. You will inspect the Solutions and provide GFC with written notice specifying any claimed defect or omission within five (5) business days of installation and implementation of the Solutions. If you do not timely provide such notice, you acknowledge that you accept the Solutions and are satisfied that the Solutions are in good condition and in the proper configuration.
16. **Default and Cross Default.** If you fail to pay any amount herein when it is due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC or any End User Agreement, you will then be in default pursuant to this Agreement and any other agreements with GFC. Upon default, the Accelerated Payment (defined below) will become immediately due and owing and GFC will have all rights and remedies available to it, including but not limited to, the right to exercise any or all of the following remedies: (i) terminate your right to possession of any or all items of the Equipment and Software in any Supplement; (ii) take possession of any or all items of Equipment and Software; (iii) suspend or terminate your use or access to GFC Services; (iv) sell or lease the Equipment at public or private sale; or (v) terminate this Agreement. In the event GFC takes possession of the Equipment and Software, terminates this Agreement, or your right to possession, use of, or access to some or all of the Solutions, you will remain liable to GFC for the Accelerated Payment less the net sale proceeds realized by GFC from the Equipment. All rights and remedies of GFC are cumulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default.
17. **No Offsets, Accelerated Payment.** You hereby agree not to exercise all existing and future claims and offsets against any Payments due hereunder, and agree to pay all amounts due hereunder regardless of any such claims or offsets. You and GFC agree that the "Accelerated Payment" is a reasonable calculation of damages, is not a penalty, and will be calculated by GFC as follows: the sum of (i) all past due and all other amounts owed by you to GFC under this Agreement; (ii) the residual value of the Equipment as determined by GFC in its reasonable discretion, if you do not timely return the Equipment to GFC; and (iii) all remaining Payments for the term of this Agreement.
18. **Data Access, Return.** The Solutions, including but not limited to cloud data storage, may contain sensitive data regarding your business, clients or employees ("Stored Data"). If you fail to pay or are otherwise in default pursuant to this Agreement, GFC may suspend or deny your access to the Stored Data. At your request, upon expiration or termination of this Agreement or expiration or termination of any Supplement or GFC Service, GFC will submit to you a cost estimate for the return of the Stored Data. You expressly acknowledge and agree that GFC has no duty or obligation of any kind to preserve, maintain or in any way prevent deletion of the

Stored Data contained in the Solutions provided or supplied to you pursuant to a particular Supplement, beyond the expiration or termination of such Supplement.

19. **Data Removal.** Upon expiration or termination of a Supplement, Equipment that is subject to such Supplement may contain Stored Data. You expressly acknowledge and agree that before you remove the Equipment from your location, ship the Equipment, GFC retrieves the Equipment, or the Equipment is removed from your premises by a third party, you will at your sole cost, permanently remove and delete all Stored Data in the Equipment, to the extent that recovery of such Stored Data is not possible. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold GFC harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. To the extent you fail to remove and delete any of the Stored Data, you hereby authorize GFC to remove and delete the Stored Data, but acknowledge and agree that GFC has no obligation to do so. In the event GFC temporarily loans Equipment to you, it is subject to this Agreement.
20. **Software License.** GFC is not the owner nor licensor of any Software subject to this Agreement. To the extent described in any Supplement, GFC will provide support for and configuration of the Software but has no obligation to modify or customize the Software beyond readily configurable features. A default by the licensor of any Software pursuant to any Software license, or a default by any provider of GFC Services or by a GFC Partner, does not constitute a default by GFC and will not relieve you of your obligations hereunder. The Software is subject to this Agreement, notwithstanding any provisions to the contrary in the Uniform Commercial Code ("UCC").
21. **Non-Waiver.** No covenant or condition of this Agreement can be waived without the other party's written consent. Forbearance or indulgence by a party does not constitute a waiver of the other party's obligation to perform pursuant to this Agreement.
22. **Non-Cancellable.** This Agreement is non-cancellable by you for the full term hereof and you will make all Payments required by this Agreement, even if your right to the benefit of the Solutions, or your use or possession of the Solutions, has been terminated or otherwise affected. Payments will not abate for any reason. Notwithstanding anything herein to the contrary, if Customer is a municipality or other governmental entity, and funds are not appropriated for any portion of the term of a Supplement subject hereto, you may terminate this Agreement with respect to such Supplement at the end of the time period for which funds have been appropriated.
23. **Assignment.** You will not (a) assign, transfer, pledge or hypothecate this Agreement, the Solutions, or (b) permit the Solutions to be used by anyone other than you or your employees. GFC may assign this Agreement or a portion thereof, and the assignee will be entitled to all of the benefits of this Agreement.
24. **Privacy.** Your privacy is important to GFC. The Gordon Flesch Company, Inc. Privacy Policy, located at www.gflesch.com/terms-and-conditions, governs the manner in which GFC handles the information you provide to GFC.
25. **Notices.** Service of all notices under this Agreement will be sufficient if given personally, sent by first class mail, to the party involved at its respective address as stated herein, or at such address as such party may provide in writing from time to time. Notice will be deemed delivered and effective: (a) on the date when personally delivered; or (b) on the date when deposited in the United States mail, duly addressed with first class postage to affect such delivery. GFC may also elect to provide you with notice via email, which will be effective on the date sent by GFC. Notice to GFC must be directed to the address above to the attention of the Vice President of Leasing.
26. **Modification.** Neither this Agreement nor any Supplement, schedule, addendum or rider can be modified or amended except by written agreement signed and currently dated by you and GFC.
27. **WARRANTIES AND DISCLAIMERS.** YOU WILL HAVE THE BENEFIT OF ALL MANUFACTURERS', LICENSORS' AND OTHER THIRD PARTY SERVICE PROVIDERS' PROMISES AND WARRANTIES, IF ANY, TO THE EXTENT THEY APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN, GFC AND GFC PARTNERS MAKE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OPERATION, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN BUT SUBJECT TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, GFC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SOLUTIONS. GFC owns the Equipment but may assign to you all rights GFC may have with respect to any warranty relating to the Equipment or other Solutions to the extent GFC determines in its reasonable discretion that it is beneficial to do so. You authorize GFC to add to a Supplement the serial numbers of Solutions subject to this Agreement.
28. **LIMITATION OF LIABILITY.** YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE SOLUTIONS. IN NO EVENT WILL GFC'S, ITS EMPLOYEES', AGENTS', LICENSORS', OR GFC PARTNERS' LIABILITY TO YOU, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT FOR THE APPLICABLE SOLUTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

29. **Remedies.** The rights and remedies of you and GFC are limited to the terms and provisions of this Agreement. To the extent permitted by law, both you and GFC hereby waive any and all rights and remedies conferred upon a lessee by Article 2A of the UCC as set forth under applicable state law, and as amended from time to time. To the extent permitted by law, both you and GFC also hereby waive any rights now or hereafter conferred by statute or otherwise which may require GFC to sell, lease, or otherwise use any Equipment or other Solutions in mitigation of GFC's damages in the event of your default, or which may otherwise limit or modify any of GFC's rights or remedies under this Agreement.
30. **Indemnification.** Except as otherwise provided herein, while in your possession, you assume all risks and liability for the Solutions, Maintained Equipment, and the use, relocation, possession, operation, storage and condition thereof, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify, defend and hold GFC harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your purchase, financing, rejection, possession, use, relocation, storage, operation, condition, your service or repair of Solutions, your breach of any agreement or license or return or other disposition of the Solutions, and except as otherwise provided herein, data loss or corruption, including costs of retrieval and attempted retrieval, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Agreement.
31. **No Agency.** No salesperson, representative or agent of a manufacturer or supplier of the Solutions is authorized to waive or alter any term or condition of this Agreement, and no representation as to the Solutions or any other matter by the manufacturer or supplier will in any way affect your obligations in this Agreement.
32. **Assurances.** You will, at your expense, promptly execute and deliver to GFC such further documents and take such action as requested by GFC to carry out the intent and purpose of this Agreement. Your full legal name, address, state of organization and state-assigned organizational number, if any, are provided herein. You will notify GFC in writing at least thirty (30) days prior to any change to your legal name, address, state of organization, or change in your state-assigned organization number.
33. **Business Purpose.** You represent and warrant to GFC that the Solutions will be used primarily (50% or more) for business or commercial purposes. This transaction is not primarily for personal, family, household or agricultural purposes. You will use the Solutions in a careful and proper manner, only in the normal course of your business and comply with all laws, ordinances and regulations relating to it.
34. **Successors, Severability, and Survival.** This Agreement is binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties to this Agreement. If any portion of this Agreement is deemed invalid, it does not affect the balance of the Agreement. The obligations, agreements and indemnities in this Agreement, which expressly or by implication are intended to survive, will survive the expiration or termination of this Agreement.
35. **Restricted Rights Legend.** Any Software provided to the U. S. Government, agency or instrumentality thereof or any prime contractor or subcontractor under any arrangement with the U.S. Government ("Government") is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable, and/or applicable Federal Acquisition Regulation protecting the commercial ownership rights of independently developed commercial software.
36. **Applicable Law, Venue, and Waiver of Jury Trial.** This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you or the Equipment or other Solutions are located, jurisdiction for any dispute between the parties will be in Wisconsin and will be venued in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction in Dane County, Wisconsin and waive any right to a jury trial regarding any dispute arising from this Agreement.
37. **Entire Agreement.** This Agreement and the Supplements, addendums, exhibits, schedules and any other attachments which refer to or may be attached to this Agreement, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. A facsimile, scanned/e-mailed or otherwise reproduced signature on this Agreement, or an execution of this Agreement using an electronic mark or other e-signature technology or service, is a legally binding signature. This Agreement may be executed in counterparts, which collectively is deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.

AGREED to by the parties as of the date executed by GFC.
GORDON FLESCH COMPANY, INC.

CUSTOMER: Washington Free Public Library

The undersigned affirms that he/she is duly authorized to execute and deliver this Agreement on behalf of Customer.

By: _____
 Authorized Signature

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

Witness: _____

Credit Application

BUSINESS INFORMATION:				Date Written 07/27/2023	Sales Rep Andrew Longfellow
Legal Business Name Washington Free Public Library		DBA		Phone (319) 653-2726	
Address 115 W Washington St		City Washington	State IA	Zip 52353	
Parent Company City of Washington, IA		City	State	Zip	
Contact Person Millie Youngquist		Title Mayor Pro Term	Phone (319) 653.2726	Email myoungquist@washingtioniowa.gov	
Type of <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability <input type="checkbox"/> Proprietor <input type="checkbox"/> Partnership	State of Organization	DUNS Number	Federal Tax ID 42-6005318	Nature of Business	Date Established under Current Ownership
Current Year Sales		Current Year Net Income	Previous Year Sales	Previous Year Net Income	

OWNERSHIP & BANKING INFORMATION:

President			Vice President		
Treasurer			Secretary		
For proprietorships, partnerships, and corporations, please show name, residence address, and social security number of principles or officers.					
First	M.I.	Last	Residence Address		Social Security Number
1.					
2.					
Bank Reference (Exact Branch) List All Banks Used in the Last 5 Years		Account Number	Type of Account	Bank Contact	Phone Number
1.					
2.					

THIS APPLICATION DOES NOT OBLIGATE GFC TO ENTER INTO ANY LEASE, RENTAL OR PURCHASE AGREEMENT.

By signing this application the Applicant and the undersigned affirm that you are authorized to sign this application for the Applicant, and you certify that this Provision constitutes an authorized and express, written instruction to Gordon Flesch Company, Inc. ("GFC"), its designee (and any assignee or potential assignee thereof) authorizing review of the personal credit profile of the Applicant's profile as well as the personal profile of the undersigned, from a national credit bureau or public information database. This express authorization shall extend to obtaining a credit profile in considering the application of the Applicant and subsequently for the purposes of update, renewal or extension of any lease agreement, and for reviewing or collecting the resulting account. Furthermore, you the Applicant and the undersigned certify that this application is for the extension of commercial credit only, and any equipment subsequently leased, rented, or purchased will be used exclusively for commercial purposes and not for personal, family or household purposes. You acknowledge and understand that the information being gathered by GFC pursuant to this application is to be used by GFC for the purpose of: (1) determining the Applicant's eligibility, as determined by GFC in its sole discretion, to lease certain business equipment from GFC, (2) future review of the account for the purpose stated above, and (3) comply with Federal laws and regulations. The Applicant and undersigned hereby waive and release any and all claims and causes of action of every kind and nature that Applicant or its principals or personal guarantors may have against GFC, its employees, agents, officers and shareholders arising, either directly or indirectly, from GFC's investigation, and agree to indemnify GFC from any suit or claims arising from such investigation, including costs and reasonable attorney fees. A PDF or facsimile copy of this authorization shall be valid as the original. **I FURTHER CERTIFY that I have not withheld ANY information on our financial condition that would have a material effect on our ability to perform and comply with the terms and conditions of any GFC lease, rental, or purchase agreements.**

ECOA Statement: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all of or part of the applicants income is derived from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law is the Federal Trade Commission, ECOA Compliance, Washington D.C. 20281.

FACSIMILE SIGNATURES/COUNTERPART SIGNATURES: GFC and You agree that a facsimile, scanned, and/or e-mailed or otherwise reproduced signature on this application shall be a binding signature and carry the same legal force as an original signature. This application may be executed in counterparts, which collectively shall be deemed one application.

X _____
Co-Applicants Signature

Print Name

Date

X _____
Applicants Signature

Print Name

Date



Gordon Flesch Company | Authorized Allegiant Reseller
 5801 Westminster Dr
 Cedar Falls, IA 50613
 (319) 260-4100

Date: 7/6/2023
 Quote Valid Until: 8/5/2023

Customer: Washington Free Public Library
 Address: 115 W Washington St, Washington, IA 52353
 Contact: Cary Ann Siegfried
 Phone: (319) 653-2726
 Email: cary.siegfried@washington.lib.us
 GFC Account Executive: Andrew Longfellow
 GFC Business Analyst: Matt Wager

Monthly Recurring Charges				
Term Commitment: 3 Years				
SKU	Qty	Unit Price	Product Description	Monthly Total
IC-BW-US-T0-DID-MRC	1	\$0.55	IC-US Domestic DID Telephone Number per Month	\$0.55
IC-SCLOUDFAX-500	1	\$39.99	IC-Allegiant CloudFAX Basic (500 pages per month)	\$39.99
MRC Total				\$40.54

1. The Monthly Recurring Total set forth above is exclusive of taxes, surcharges, and other regulatory fees and charges.
2. Unlimited Minutes for normal business usage. CallCenters, Contact Centers, and similar high volume users will require adding a minute bundle.
3. INTERNATIONAL CALLING IS NOT ACTIVATED UNLESS REQUESTED. International rates apply.
4. The Monthly Recurring Total set forth above will be subject to an Administrative Cost Recovery Fee of 4% per month.

Non-Recurring Charges				
SKU	Qty	Unit Price	Product Description	One-Time Total
IC-UCAAS-PORT-CHARGE	1	\$1.00	IC-Porting Charge per Telephone Number	\$1.00
NRC Total				\$1.00

Regulated communications services are provided by Allegiant Networks, LLC. By signing below, you have read and agree to be bound by the following terms and conditions:

*-Allegiant's Hosted Telephony Terms of Service

Upon acceptance by Allegiant : Customer will be sent an invoice and the total MRC and NRC listed above will be due upon receipt. Customer must pay by Credit Card/eCheck.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

July 27, 2023

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

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

Dear Deanna,

Enclosed herewith are three copies of Pay Application No. 7 submitted by DeLong Construction for the referenced project. The total pay application is in the amount of \$13,665.75. The amount is broken down as shown on the second page of the application. All work is for Division 1 (\$4,236.38 is MSJ portion and \$9,429.37 is City portion). The application is for work completed this period which includes grading and granular surfacing.

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

Contact me with any questions.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

Enc: Application for Payment No. 7 (3 copies)

cc: Jeff Hazelett

JP/fs



ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 7

Application Period: June 10 - July 22, 2023	Application Date: 7/23/2023
To: City of Washington (Owner):	From (Contractor): DeLong Construction
Project: County Club View Subdivision	Contract: County Club View Subdivision
Owner's Contract No.:	Contractor's Project No.:
	Via (Engineer): Garden & Associates, Ltd.
	Div. 1 and Div. 2
	Engineer's Project No.: 7021200

Change Order Summary

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

Contract Working Day Summary:

Original Contract Time: _____

Added by Change Order: _____

Contract Time To Date: _____

Working Days Used to Date: _____

Working Days Remaining: _____

1. ORIGINAL CONTRACT PRICE..... \$ 1,488,986.75
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 ± 2)..... \$ 1,488,986.75
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 1,480,671.40
5. RETAINAGE:
 - a. 5% X \$1,480,671.40 Work Completed..... \$ 574,033.57
 - b. 5% X _____ Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 574,033.57
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1,406,637.83
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 11,392,972.08
8. AMOUNT DUE THIS APPLICATION..... \$ 113,665.75
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 882,348.92

Contractor's Certification

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

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

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

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

Contractor Signature:

Date: 7-27-23

Payment of: \$ 113,665.75 (Line 8 or other - attach explanation of the other amount)

is recommended by: 7-27-2023 (Engineer) (Date)

Payment of: \$ 113,665.75 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) (Date)

Contract Qty	Description	Unit Price	Ext	City Complete		City Complete This Period		Total Qty Complete to date	Ext
				Prior Period	Ext	Period	Ext		
1	CLEARING & GRUBBING	\$ 5,800.00	\$ 5,800.00	0.5	\$ 2,900.00		\$ -	0.5	\$ 2,900.00
7625	EXCAVATION, CLASS 10	\$ 6.00	\$ 45,750.00	6006	\$ 36,000.00	1625	\$ 9,750.00	7625	\$ 45,750.00
102	SUBGRADE PREP, 12" THICK	\$ 1.25	\$ 9,525.00	7620	\$ 9,525.00		\$ -	7620	\$ 9,525.00
104	SUBBASE, MODIFIED	\$ 8.00	\$ 54,680.00	6835	\$ 54,680.00		\$ -	6835	\$ 54,680.00
105	COMPACTION TESTING	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00		\$ -	1	\$ 5,000.00
106	SUBBASE, CLASS A	\$ 8.00	\$ 2,760.00	0	\$ -	345	\$ 2,760.00	345	\$ 2,760.00
107	TRENCH FOUNDATION	\$ 25.00	\$ 1,250.00	0	\$ -		\$ -	0	\$ -
108	TRENCH COMPACTION TESTING	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00		\$ -	1	\$ 5,000.00
109	SANITARY SEWER GRAVITY MAIN, PVC, 8"	\$ 40.00	\$ 93,200.00	2330	\$ 93,200.00		\$ -	2330	\$ 93,200.00
111	SANITARY SEWER FORCE MAIN, PVC, 2"	\$ 30.00	\$ 1,200.00	40	\$ 1,200.00		\$ -	40	\$ 1,200.00
112	SANITARY SEWER SERVICE STUB, PVC, 4"	\$ 47.00	\$ 68,385.00	1455	\$ 68,385.00		\$ -	1455	\$ 68,385.00
113	STORM SEWER, RCP, 12"	\$ 60.00	\$ 1,680.00	0	\$ -		\$ -	0	\$ -
114	STORM SEWER, RCP, 15"	\$ 65.00	\$ 1,430.00	40	\$ 2,600.00		\$ -	40	\$ 2,600.00
115	STORM SEWER, RCP OR C900 PVC, 12"	\$ 42.00	\$ 2,520.00	51	\$ 3,060.00		\$ -	51	\$ 3,060.00
116	STORM SEWER, 15"	\$ 43.00	\$ 32,895.00	768	\$ 33,024.00		\$ -	768	\$ 33,024.00
117	STORM SEWER, 24"	\$ 69.00	\$ 50,439.00	731	\$ 50,439.00		\$ -	731	\$ 50,439.00
118	STORM SEWER, 30"	\$ 90.00	\$ 12,600.00	140	\$ 12,600.00		\$ -	140	\$ 12,600.00
119	PIPE APRON, ALL TYPES, 15"	\$ 500.00	\$ 1,500.00	3	\$ 1,500.00		\$ -	3	\$ 1,500.00
120	PIPE APRON, ALL TYPES, 30"	\$ 1,050.00	\$ 1,050.00	1	\$ 1,050.00		\$ -	1	\$ 1,050.00
121	PIPE APRON GUARD (30" APRON)	\$ 1,150.00	\$ 1,150.00	1	\$ 1,150.00		\$ -	1	\$ 1,150.00
122	SUBDRAIN, LONGITUDINAL, 4"	\$ 5.75	\$ 19,607.50	3372	\$ 19,389.00		\$ -	3372	\$ 19,389.00
123	FOOTING DRAIN COLLECTOR, PVC OR HDPE, 8"	\$ 18.00	\$ 18,540.00	1030	\$ 18,540.00		\$ -	1030	\$ 18,540.00
124	FOOTING DRAIN CLEANOUT, 8"	\$ 250.00	\$ 3,000.00	12	\$ 3,000.00		\$ -	12	\$ 3,000.00
125	SUBDRAIN OUTLETS & CONNECTIONS, 4" OR 6"	\$ 500.00	\$ 2,000.00	4	\$ 2,000.00		\$ -	4	\$ 2,000.00
126	FOOTING DRAIN OUTLETS & CONNECTIONS, 8"	\$ 30.00	\$ 19,350.00	715	\$ 21,450.00		\$ -	715	\$ 21,450.00
127	STORM SEWER SERVICE STUBS, PVC, 4"	\$ 30.00	\$ 2,700.00	80	\$ 2,400.00		\$ -	80	\$ 2,400.00
128	WATER MAIN, C900, 8"	\$ 38.00	\$ 78,280.00	2220	\$ 84,360.00		\$ -	2220	\$ 84,360.00
129	WATER MAIN, C900, 8"	\$ 20.00	\$ 32,500.00	1845	\$ 36,990.00		\$ -	1845	\$ 36,990.00
130	WATER SERVICE PIPE, TYPE K COPPER, 1"	\$ 325.00	\$ 12,675.00	39	\$ 12,675.00		\$ -	39	\$ 12,675.00
131	WATER SERVICE CORP, 1"	\$ 13,000.00	\$ 13,000.00	39	\$ 15,750.00		\$ -	39	\$ 15,750.00
132	WATER SERVICE CURB STOP & BOX, 1"	\$ 325.00	\$ 13,000.00	39	\$ 12,675.00		\$ -	39	\$ 12,675.00
133	GATE VALVE, 8"	\$ 1,750.00	\$ 14,000.00	8	\$ 15,750.00		\$ -	8	\$ 15,750.00
134	FIRE HYDRANT ASSEMBLY	\$ 5,855.00	\$ 29,275.00	5	\$ 29,275.00		\$ -	5	\$ 29,275.00
135	WATER MAIN CONNECTION NO. 1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00		\$ -	1	\$ 2,000.00
136	WATER MAIN CONNECTION NO. 2	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ -	1	\$ 1,500.00
137	WATER METER PIT	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ -	1	\$ 1,000.00
138	MANHOLE, SW-301, 48" DIA.	\$ 5,200.00	\$ 46,800.00	9	\$ 46,800.00		\$ -	9	\$ 46,800.00
139	MANHOLE, SW-401, 48" DIA.	\$ 4,150.00	\$ 4,150.00	1	\$ 4,150.00		\$ -	1	\$ 4,150.00
140	MANHOLE, SW-401, 60" DIA.	\$ 7,300.00	\$ 7,300.00	1	\$ 7,300.00		\$ -	1	\$ 7,300.00
141	MANHOLE, SW-501	\$ 5,090.00	\$ 20,120.00	4	\$ 20,120.00		\$ -	4	\$ 20,120.00
142	INTAKE, SW-502, 48" DIA.	\$ 5,375.00	\$ 21,500.00	4	\$ 21,500.00		\$ -	4	\$ 21,500.00
143	INTAKE, SW-503	\$ 9,850.00	\$ 28,950.00	3	\$ 28,950.00		\$ -	3	\$ 28,950.00
144	INTERNAL DROP CONNECTION	\$ 850.00	\$ 850.00	1	\$ 850.00		\$ -	1	\$ 850.00
145	INTAKE, SW-512, CASE 1, 18" RISER OR PVC AREA DRAIN	\$ 2,950.00	\$ 2,950.00	1	\$ 2,950.00		\$ -	1	\$ 2,950.00
146	PAVEMENT, PCC, 7" THICK	\$ 47.45	\$ 301,070.25	6345	\$ 301,951.40		\$ -	6345	\$ 301,951.40

Item No.	Description	Quantity	Unit	Rate	Amount	Value of Materials in Storage	Prior Est.	MSI Portion	City Portion	Total
147	PCC PAVEMENT SAMPLES & TESTING	1	LS	\$ 2,000.00	\$ 2,000.00					
148	DRIVEWAY, GRANULAR, CLASS A	75	TON	\$ 25.00	\$ 1,875.00					
149	DRIVEWAY, GRANULAR, MACADAM STONE BASE	75	TON	\$ 25.00	\$ 1,875.00					
150	PAVEMENT REMOVAL	200	SY	\$ 6.50	\$ 1,300.00					
151	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,350.00	\$ 2,350.00					
152	HYDRAULIC SEEDING, FERTILIZING, & MULCHING	1	LS	\$ 10,500.00	\$ 10,500.00					
153	SWPPP PREPARATION	1	LS	\$ 1,000.00	\$ 1,000.00					
154	SWPPP MANAGEMENT	1	LS	\$ 1,500.00	\$ 1,500.00					
155	RIP RAP, CLASS D	40	TON	\$ 50.00	\$ 2,000.00					
156	SILT FENCE	1200	LF	\$ 2.00	\$ 2,400.00					
157	SILT FENCE, REMOVE SEDIMENT	1200	LF	\$ 1.00	\$ 1,200.00					
158	SILT FENCE, REMOVE DEVICE	1200	LF	\$ 1.00	\$ 1,200.00					
159	MOBILIZATION	1	LS	\$ 37,000.00	\$ 37,000.00					
201	TRENCH FOUNDATION	20	TON	\$ 25.00	\$ 500.00					
202	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	16	LF	\$ 350.00	\$ 5,600.00					
203	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 8"	510	LF	\$ 498.00	\$ 253,980.00					
204	MANHOLE, SW, 30", 48" DIA.	2	EA	\$ 13,850.00	\$ 27,700.00					
205	CONNECTION TO EXISTING MANHOLE	1	EA	\$ 12,000.00	\$ 12,000.00					
206	HYDRAULIC SEEDING, FERTILIZING, & MULCHING	1	LS	\$ 7,500.00	\$ 7,500.00					
207	MOBILIZATION	1	LS	\$ 28,500.00	\$ 28,500.00					
					\$ 1,489,985.75		\$ 1,465,286.40		\$ 1,465,286.40	\$ 1,480,571.40

Value of Completed Work:	\$ 1,465,286.40	Prior Est.	\$ 1,465,286.40	Total	\$ 1,480,571.40
Value of Materials in Storage:	\$ -				
Total:	\$ 1,465,286.40				

Division	To Date	Application Previous	Application This	Total
Division 1	MSI Portion	\$354,875.10	\$350,415.75	\$705,290.85
	City Portion	\$789,883.29	\$779,957.64	\$1,569,840.93
		\$1,144,758.39	\$1,130,373.39	\$2,275,131.78

Amount to Contractor	Total	MSI Div 1	City Div. 1	Division 2	Total
	\$ 354,875.10	\$ 789,883.29	\$ 335,913.00	\$ 16,795.65	\$ 1,144,758.39
5% Retainage	\$ 17,743.76	\$ 39,494.16	\$ 16,795.65	\$ 331.91	\$ 74,025.53
Less Previous Payments	\$ 3332,894.97	\$ 740,959.76	\$ 3319,117.35	\$ 0.00	\$ 4,382,972.08
Amount Due This App	\$ 4,236.38	\$ 9,429.37	\$ 0.00	\$ 0.00	\$ 13,665.75



Contractor's Application for Payment No. 6


To (Owner): City of Washington	Application Period: Work Thru 07/27/2023	Application Date: 7/27/2023
Project: Adams Street Reconstruction	From (Contractor): Cornerstone Excavating, Inc.	Via (Engineer): Garden & Associates, Ltd.
Contract: Adams Street Reconstruction	Contractor's Project No.: WAS021	Engineer's Project No.: 5019061
Owner's Contract No.:		

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
CO-1	\$4,320.00	
CO-2	\$6,600.00	
TOTALS	\$10,920.00	
NET CHANGE BY CHANGE ORDERS		\$10,920.00

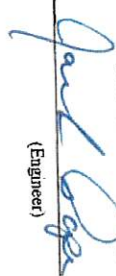
1. ORIGINAL CONTRACT PRICE..... \$ 1,463,694.75
2. Net change by Change Orders..... \$ 10,920.00
3. Current Contract Price (Line 1 ± 2)..... \$ 1,474,614.75
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 1,459,610.43
5. RETAINAGE:
 - a. 5% X \$969,959.08 Work Completed..... \$ 572,980.52
 - b. 5% X Stored Material..... \$ 572,980.52
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 1,145,961.04
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1,386,629.91
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,245,085.62
8. AMOUNT DUE THIS APPLICATION..... \$ 141,544.29
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 887,984.84

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 

Date: 7/27/23

Payment of: \$ 1,415,444.29 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 7-28-2023 (Date)

Payment of: \$ 1,415,444.29 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column 1 on Contracts where verifiable retentage for these items may apply.

Adams Street Reconstruction
WASAS21

APPLICATION NO. 6
APPLICATION DATE 7/27/2023
PERIOD TO 7/27/2023
ARCHITECT'S PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
		QTY	UNIT	UNIT \$	TOTAL \$	QTY	TOTAL \$	QTY		TOTAL \$	TOTAL \$		
1	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00	-	\$0.00	\$7,500.00	100%	\$0.00	\$375.00
2	Excavation Class 10	3,900	CY	\$17.00	\$66,300.00	2,730	\$46,410.00	1,170	\$19,890.00	\$66,300.00	100%	\$0.00	\$3,750.00
3	Subgrade Preparation (12" Thick)	9,810	SY	\$1.60	\$15,696.00	9,810	\$15,696.00	-	\$0.00	\$15,696.00	100%	\$0.00	\$794.80
4	Subbase Modified	9,810	SY	\$7.50	\$73,575.00	9,810	\$73,575.00	-	\$0.00	\$73,575.00	100%	\$0.00	\$3,718.75
5	Compactor Testing	1	LS	\$5,900.00	\$5,900.00	1	\$5,900.00	-	\$0.00	\$5,900.00	100%	\$0.00	\$276.00
6	Trench Foundation	50	TON	\$33.00	\$1,650.00	-	\$0.00	-	\$0.00	\$1,650.00	100%	\$1,650.00	\$0.00
7	Trench Compaction Testing (Water Main and Storm Sewer)	1	LS	\$8,000.00	\$8,000.00	1	\$8,000.00	-	\$0.00	\$8,000.00	100%	\$0.00	\$400.00
8	Storm Sewer Trenched, PVC, 8"	20	LF	\$46.50	\$930.00	9	\$418.50	-	\$0.00	\$418.50	45%	\$511.50	\$20.93
9	Storm Sewer Trenched, 12"	36	LF	\$57.50	\$2,070.00	36	\$2,070.00	-	\$0.00	\$2,070.00	100%	\$0.00	\$103.50
10	Storm Sewer Trenched, 15"	607	LF	\$35.813.00	\$21,760.00	607	\$21,760.00	-	\$0.00	\$21,760.00	100%	\$0.00	\$1,790.65
11	Storm Sewer Trenched, 18"	88	LF	\$5,632.00	\$4,958.24	88	\$4,958.24	-	\$0.00	\$4,958.24	100%	\$0.00	\$281.80
12	Storm Sewer, Trenched, 24"	50	LF	\$33.00	\$1,650.00	50	\$1,650.00	-	\$0.00	\$1,650.00	100%	\$0.00	\$207.50
13	Removal of Storm Sewer, All Types, 24"	885	LF	\$17.50	\$15,487.50	885	\$15,487.50	-	\$0.00	\$15,487.50	100%	\$0.00	\$774.38
14	Subdrain (Longitudinal), 4" or 6"	5,005	LF	\$10.65	\$53,303.25	5,005	\$53,303.25	-	\$0.00	\$53,303.25	100%	\$0.00	\$2,686.16
15	Subdrain Outlets and Connections, 4" or 6"	25	EA	\$280.00	\$7,000.00	27	\$6,750.00	-	\$0.00	\$6,750.00	108%	(\$500.00)	\$337.50
16	Storm Sewer Service Stub, PVC, 4"	200	LF	\$37.50	\$7,500.00	232	\$8,700.00	-	\$0.00	\$8,700.00	116%	(\$1,200.00)	\$435.00
17	Water Main, Trenched, PVC, 4"	20	LF	\$31.00	\$620.00	3	\$93.00	-	\$0.00	\$93.00	15%	\$527.00	\$4.66
18	Water Main Trenched, PVC, 6"	36	LF	\$43.00	\$1,548.00	47	\$2,021.00	-	\$0.00	\$2,021.00	134%	(\$516.00)	\$101.05
19	Water Main Trenched, PVC, 8"	1,550	LF	\$45.00	\$69,750.00	1,550	\$69,750.00	-	\$0.00	\$69,750.00	100%	\$0.00	\$3,487.50
20	Water Main, Trenchless, PU (Restrained Joint) DIP, 8"	120	LF	\$150.00	\$18,000.00	120	\$18,000.00	-	\$0.00	\$18,000.00	100%	\$0.00	\$900.00
21	Water Service Pipe, Type K Copper, 1"	300	LF	\$31.75	\$9,525.00	276	\$8,783.00	-	\$0.00	\$8,783.00	92%	\$782.00	\$438.15
22	Water Service Corporation, 1"	8	EA	\$325.00	\$2,600.00	8	\$2,600.00	-	\$0.00	\$2,600.00	100%	\$0.00	\$130.00
23	Water Service Curb Stop and Box, 1"	8	EA	\$400.00	\$3,200.00	7	\$2,800.00	-	\$0.00	\$2,800.00	88%	\$400.00	\$140.00
24	Gate Valve, 4"	1	EA	\$1,250.00	\$1,250.00	1	\$1,250.00	-	\$0.00	\$1,250.00	100%	\$0.00	\$62.50
25	Gate Valve, 8"	6	EA	\$1,900.00	\$11,400.00	6	\$11,400.00	-	\$0.00	\$11,400.00	100%	\$0.00	\$570.00
26	Tapping Valve Assembly, 4" x 4"	1	EA	\$3,550.00	\$3,550.00	-	\$0.00	-	\$0.00	\$0.00	0%	\$3,550.00	\$0.00
27	Tapping Valve Assembly, 12" x 6"	1	EA	\$4,800.00	\$4,800.00	1	\$4,800.00	-	\$0.00	\$4,800.00	100%	\$0.00	\$240.00
28	Fire Hydrant Assembly	5	EA	\$6,750.00	\$33,750.00	5	\$28,750.00	-	\$0.00	\$28,750.00	100%	\$0.00	\$1,437.50
29	Fire Hydrant Assembly Removal	3	EA	\$1,500.00	\$4,500.00	3	\$4,500.00	-	\$0.00	\$4,500.00	100%	\$0.00	\$225.00
30	Valve Box Removal	4	EA	\$500.00	\$2,000.00	4	\$2,000.00	-	\$0.00	\$2,000.00	100%	\$0.00	\$197.50
31	Water Main Connection No. 1	1	LS	\$3,950.00	\$3,950.00	1	\$3,950.00	-	\$0.00	\$3,950.00	100%	\$0.00	\$197.50
32	Water Main Connection No. 2	1	LS	\$3,950.00	\$3,950.00	1	\$3,950.00	-	\$0.00	\$3,950.00	100%	\$0.00	\$197.50
33	Water Main Connection No. 3	1	LS	\$3,950.00	\$3,950.00	1	\$3,950.00	-	\$0.00	\$3,950.00	100%	\$0.00	\$207.50
34	Water Main Connection No. 4	1	LS	\$4,150.00	\$4,150.00	1	\$4,150.00	-	\$0.00	\$4,150.00	100%	\$0.00	\$177.50
35	Water Main Connection No. 5	1	LS	\$3,550.00	\$3,550.00	1	\$3,550.00	-	\$0.00	\$3,550.00	100%	\$0.00	\$162.50
36	Water Main Connection No. 6	1	LS	\$3,050.00	\$3,050.00	1	\$3,050.00	-	\$0.00	\$3,050.00	100%	\$0.00	\$152.50
37	Water Main Connection No. 7	1	LS	\$3,050.00	\$3,050.00	1	\$3,050.00	-	\$0.00	\$3,050.00	100%	\$0.00	\$92.00
38	Lower Existing Water Main	1	EA	\$4,800.00	\$4,800.00	-	\$0.00	-	\$0.00	\$0.00	0%	\$4,800.00	\$0.00
39	Manhole, SW-401, 48" Dia.	1	EA	\$3,900.00	\$3,900.00	1	\$3,900.00	-	\$0.00	\$3,900.00	100%	\$0.00	\$185.00
40	Manhole, SW-401, 60" Dia.	1	EA	\$9,100.00	\$9,100.00	2	\$18,200.00	-	\$0.00	\$18,200.00	209%	(\$9,100.00)	\$910.00

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column 1 on Contracts where variable retainage for line items may apply.

Adams Street Reconstruction
WAS021

APPLICATION NO: 6
APPLICATION DATE: 7/27/2023
PERIOD TO: 7/27/2023
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (DHE)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN B OR E)		G TOTAL COMPLETED AND STORED TO DATE (DHE+G)		H BALANCE TO FINISH (C-G)	I RETAINAGE
		QTY	UNIT \$	TOTAL \$	QTY	TOTAL \$	QTY	TOTAL \$	QTY	TOTAL \$	% (G/C)		
TOTALS & CHANGE ORDERS													
				\$1,472,614.75		\$1,310,616.44		\$148,998.39	\$0.00	\$1,459,616.43	99%	\$15,004.32	\$72,987.52

JP/FS

Enc: Pay Application 6 (3 copies)
Change Order No. 2

Jack Pope, P.E.



Sincerely,
GARDEN & ASSOCIATES, LTD.

If there are any questions, please contact me at (641) 672-2526.

Should the council approve, please have the pay application signed, forward one copy of each to Cornerstone Excavating, Inc. with payment, keep one copy for City record, and return one copy to Garden & Associates.

Further enclosed is Change Order No. 2 which increases the contract by \$6,600.00 and is for the work to do temporary seeding as the project required soil stabilization as per IDNR regulation but since the work was outside that allowable seeding time temporary seeding is required. The delay in the relocation of utilities outside the contract caused the situation at no fault of Cornerstone Excavating.

Enclosed herewith are three copies of Pay Application No. 6 submitted by Cornerstone Excavating, Inc. in the amount of \$141,544.29. The application is for work completed to date which includes excavation work, and sidewalks and driveways.

Dear Deanna:

Re: East Adams Street Reconstruction
Washington, Iowa - 2022
G&A 5019061

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

July 28, 2023



CHANGE ORDER

No. 2

DATE OF ISSUANCE 7/28/2023 EFFECTIVE DATE 7/28/2023

JURISDICTION City of Washington

CONTRACTOR Cornerstone Excavating Inc.

Contract: East Adams Street Reconstruction

Project: East Adams Street Reconstruction

JURISDICTION's Contract No. _____ ENGINEER's Contract No. 5019061

ENGINEER Garden & Associates

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

Description: Temporary Seeding

Reason for Change Order: Delay in utility relocations by contractors not party to this contract.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ <u>1,463,694.75</u>
Net Increase (Decrease) from previous Change Orders No. <u>-</u> to <u>-</u> : \$ <u>----</u>
Contract Price prior to this Change Order: \$ <u>1,468,014.75</u>
Net Increase (Decrease) of this Change Order: \$ <u>6,600.00</u>
Contract Price with all approved Change Orders: \$ <u>1,474,614.75</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: Ready for final payment: <u>100</u> (days or dates)
Net change from previous Change Orders No. <u>-</u> to <u>-</u> : Substantial Completion: Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: <u>100</u> (days or dates)
Net Increase (Decrease) this Change Order: Substantial Completion: Ready for final payment: <u>5</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: <u>105</u> (days or dates)

RECOMMENDED:

By: 
ENGINEER(Authorized Signature)

Date: 7-28-2023

APPROVED:

By: _____
JURISDICTION(Authorized Signature)

Date: _____

ACCEPTED:

By: 
CONTRACTOR(Authorized Signature)

Date: 7/28/23

EJCDC 1910-8-B (1996 Edition)

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

G & A 5019061

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 1st day of August, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

Approved on First Reading: July 5, 2023
Approved on Second Reading: July 18, 2023
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

*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 27, 2023

To: Mayor & City Council

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

From: Deanna McCusker
City Administrator

Re: Downtown Vacant Building Ordinance

Based on the recommendation of the city council and myself, we put together a committee, including the Mayor Pro Tem, a council member, realtor, insurance agent and 2 downtown building owners. We began meeting in late April to review this proposed ordinance. The proposed ordinance was also discussed at a Merchant meeting and the business/building owners all seemed to be on board. After making many changes, we feel that it is now ready for council to consider the first reading.

ORDINANCE NO. 2023-_____

AN ORDINANCE CREATING CHAPTER 158, ESTABLISHING A DOWNTOWN VACANT BUILDING REGISTRATION PROCESS, CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA

WHEREAS, the City of Washington, Iowa, finds that there are now and may be in the future, vacant buildings within the Washington downtown district, as defined as the Main Street District, as shown on the included map, which are dilapidated, unsafe, unhygienic, and/or inadequately maintained, so as to create or contribute to blight and jeopardize the health, safety, prosperity, and general welfare, thereby creating a public and/or private nuisance; and,

WHEREAS, the City seeks to facilitate the identification, registration and onsite evaluation, and to assure proper maintenance of, vacant buildings for the purpose of preserving and promoting public health, safety, prosperity, and general welfare, and to abate and prevent public and private nuisances and potential fire hazards; and,

WHEREAS, the City desires to provide information to property owners to assist with buildings that do not meet the requirements set forth in this Ordinance.

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

SECTION ONE. Chapter 158 of the Code of Ordinances of the City of Washington, Iowa, is hereby created and shall be titled "Downtown Vacant Building Registration Process", which shall read as follows:

Chapter 158: Downtown Vacant Building Registration Process

158.01 PURPOSE. The City seeks to facilitate the identification, registration and onsite evaluation, thereof, and to assure the property maintenance of vacant building, in the Washington Historic Downtown District for purposes of preserving, and promoting public health, safety, prosperity and general welfare and to abate and prevent public and private nuisances and potential fire hazards.

158.02 VACANT BUILDING DEFINED. A building shall be deemed to be vacant if it is unoccupied and/or no person currently resides in the building or operates a lawful business open regularly for business for a period of one (1) year (with the exception of holidays and seasonal businesses). A vacant building shall include partially vacant buildings including any floor that is at least 50% vacant above basement level. Storage of products or materials unrelated to a business does not constitute occupancy.

Vacant buildings do not include any buildings being constructed pursuant to a valid building permit issued by the City of Washington that is progressing in accordance with timelines authorized under the issuance of the permit.

158.03 VACANT BUILDING MAINTENANCE STANDARDS. All buildings or structures subject to the application shall adequately protect the building from intrusion of trespassers and pests and from deterioration by the weather. The buildings must also comply with the following Vacant Building Maintenance standards:

- a. Utilities. Gas, Electric and Water service must be in good operational order, but are not required to be in service.
- b. Building Openings. Doors, windows, and other openings shall be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken glass in doors, windows and other such openings shall be repaired/replaced with glass. Buildings may be boarded to prevent unauthorized entry and shall be painted to correspond to the color of the existing structure until permanent repair or replacement occurs.
- c. Waste Removal. All waste, debris, rubbish, garbage and other flammable and hazardous materials shall be removed from the interior of the building or structure and surrounding premises.
- d. Roofs. The roof and flashings shall be sound and tight, not allow moisture, or have defects which might admit moisture, rain, or roof draining, and shall allow for sufficient drainage to prevent dampness or deterioration in the interior of the building.
- e. Drainage. The building storm drainage system shall be functional and installed in an approved manner and allow discharge in an approved manner.
- f. Building Foundation. The building's foundation wall shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to public health, safety and welfare, and shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks.
- g. Exterior Walls. The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood or other surfaces shall be protected from the elements and against decay or rust.
- h. Decorative Features. The cornices, belt courses, corbels, wall facings and similar decorative features shall be safe, anchored and in good condition.
- i. Overhanging Extensions. All balconies, canopies, marquees, signs and awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound.
- j. Walkways. Public walkways shall be in good repair, shall be safe for pedestrian travel.
- k. Exterior Premises. The surrounding premises shall be clean, safe, sanitary, free from waste, rubbish, garbage, and any flammable and hazardous materials and shall not be used for exterior storage.

158.04 REQUIREMENT TO REGISTER VACANT BUILDINGS.

No person or business shall own or maintain a vacant building without registering the property with the City of Washington.

158.05 REGISTRATION.

The owner shall register a vacant building with the City of Washington not later than thirty (30) calendar days after any building in the city becomes vacant as defined in this chapter. Failure to register a vacant building or provide false information to the city shall be a violation of this chapter.

The registration shall include, but is not limited to the following information:

- a. A description of the premises, including address;
- b. The names, addresses, email addresses and current phone numbers of the owner or owners;
- c. The names and addresses of all known lien holders and all other parties with an ownership interest in the building;
- d. The name of the agent designated to act on the behalf of an out-of-town property owner to accept legal processes and notices, and to authorize repairs as required;
- e. The period of time the building is expected to remain vacant and/or a plan or timetable to comply with the applicable city codes.

158.06 FEE FOR REGISTRATION.

The owner of a vacant building shall pay an annual fee, which shall be set by resolution of the city council, upon registering the building with the City.

158.06.01 The annual fee is due upon registration of the vacant building. If the building is registered at any point during the calendar year, the renewal shall be due on January 1st of the next year. The annual fee shall not be pro-rated or discounted for such a registration and enforcement for failure to register or renew the building shall begin March 1st of the new year.

158.06.02 Penalties for failure to apply or renew a vacant building shall include a penalty that shall be set by resolution of the city council for each day the building remains unregistered and a municipal infraction may be added.

158.07 TERMS OF REGISTRATION.

Registration term. Every registration shall expire on December 31 of the year in which it was issued and shall become delinquent on March 1 of the year due. All registrations and renewals must be accompanied by a new application form. Any changes in information on the registration form must be provided to City Hall within ten (10) business days of the change of information.

158.08 ONSITE EVALUATION.

The owner shall allow an onsite evaluation of the building by the Building department upon request and shall allow for an onsite evaluation of the interior and exterior of the premises for the purpose of enforcing and assuring compliance with the provisions of this chapter and the housing, building and fire codes.

158.09 PENALTY FOR FAILURE TO REGISTER AND OR RENEW REGISTRATION

Application for renewal of vacant building registration shall be due on January 1. Application or payment made prior to March 1st will not incur a penalty.

158.09.01 Penalties for municipal infractions for this chapter shall follow Chapter 4 Municipal Infractions, Section 03 Penalties.

158.10 RELATIONSHIP OF REGISTRATION TO OTHER CODES

The issuance of any registration for a vacant building shall not in any way signify or imply that the building conforms with the Iowa State Building Code or the housing, building, zoning, fire or other codes and ordinances adopted by the City of Washington. The issuance of a registration shall not relieve the owner or operator of the responsibility for compliance with said applicable housing, building, zoning, fire or other applicable codes and ordinances.

Section 3 Repealer. All other sections of this Ordinance in conflict with these provisions shall be repealed.

Section 4 Severability. If any section, provisions, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall have no effect on the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5 Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

City of Washington Annual Downtown Vacant Building Registration

Registration is due January 1, 2024. Failure to register may result in a municipal infraction. If the property has been sold or in a contract to sell the property, please send an amended form so we can have current information. Registration fee will be set by City Council.

Property Owner's Information:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (____) _____ Email: _____

Date of Registration: _____

Property Information:

Address: _____

Lien Holder Name: _____

Lien Holder Address: _____ City: _____ State: _____ Zip: _____

Name of Designee for the Building: _____ N/A _____

Phone Number of Designee: (____) _____ N/A _____

Time Building Will Be Vacant: _____

Insurance on the Building: Yes _____ No _____

Insurance Agent Name: _____ Phone: (____) _____

Return this form with fee to:

**City of Washington
Vacant Building Registration
215 E. Washington St.
Washington, IA 52353**

Questions may be directed to:

**Deanna McCusker 319-653-6583 ext. 134
or dmccusker@washingtioniowa.gov**

Office use only:

Fee paid: _____ Date paid: _____ Credit Card Cash Check # _____



MAIN STREET WASHINGTON

— SIDEWALKS & PATHWAYS

— MAIN STREET DISTRICT 2008

W 5TH ST

E 5TH ST

IC&E RAILROAD

W 3RD ST

E 3RD ST

W 2ND ST

E 2ND ST

W MAIN ST

E MAIN ST

W WASHINGTON ST

E WASHINGTON ST

W JEFFERSON ST

W JEFFERSON ST

E JEFFERSON ST

W MADISON ST

E MADISON STREET

S AVE B

S MARION AVE

S IOWA AVE

S 2ND AVE

N MARION AVE

N IOWA AVE

N 2ND AVE

N 4TH AVE

MSW OFFICE

NEW PUBLIC LIBRARY

STATE THEATER

BLAIR HOUSE

FEDERATION BANK

YMCA YWCA

U. P. CHURCH

CITY PARKING LOT

CAMP TABLE

FO...
DEROT

WASHINGTON STATE BANK

ST. ROSE L.S.M.

CONCRETE

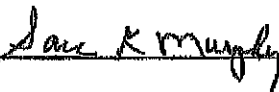
CITY PARKING LOT

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.

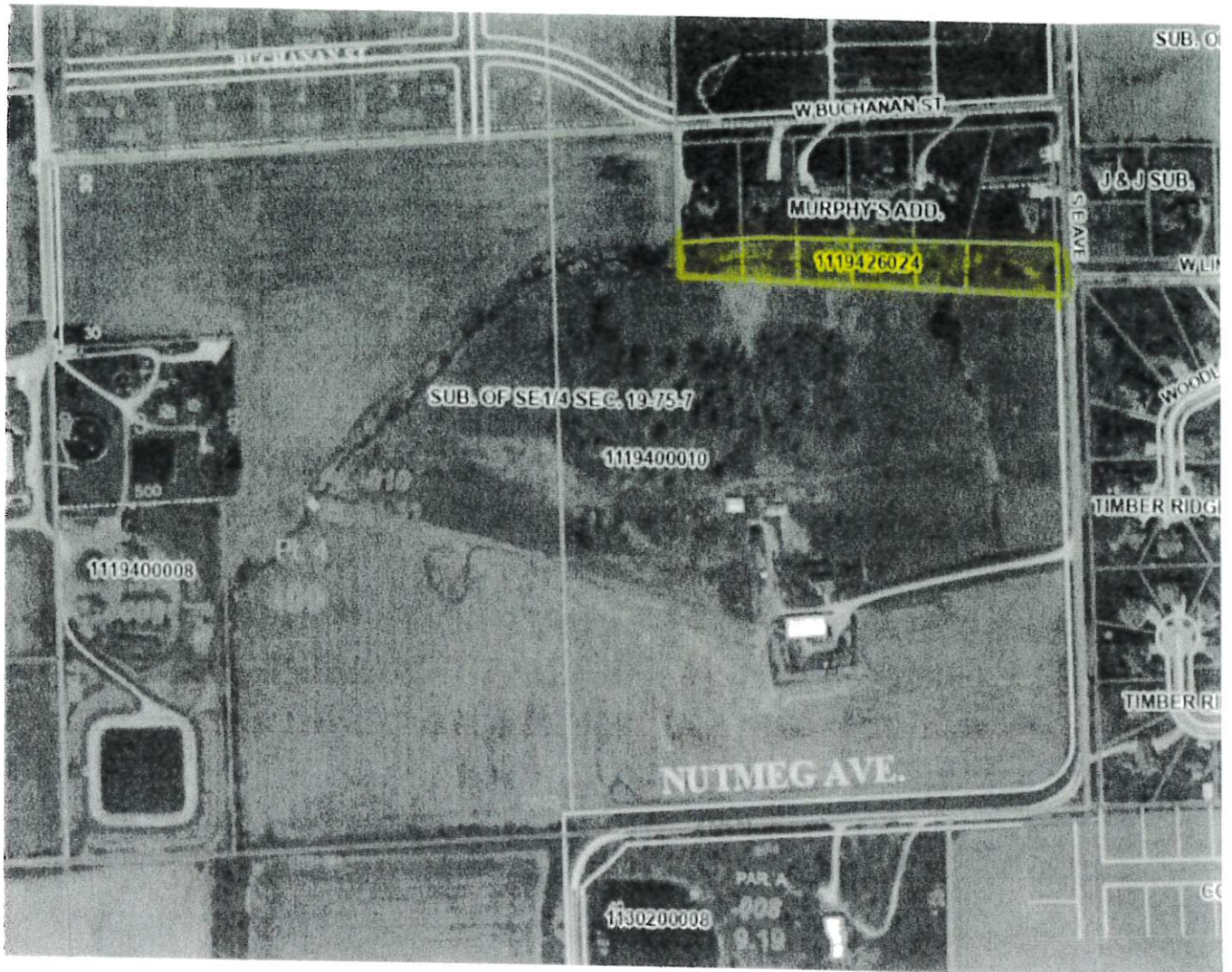
Changing the status from city to township would allow our office to join the subject parcel with the homestead parcel, creating one parcel number and one county tax bill.

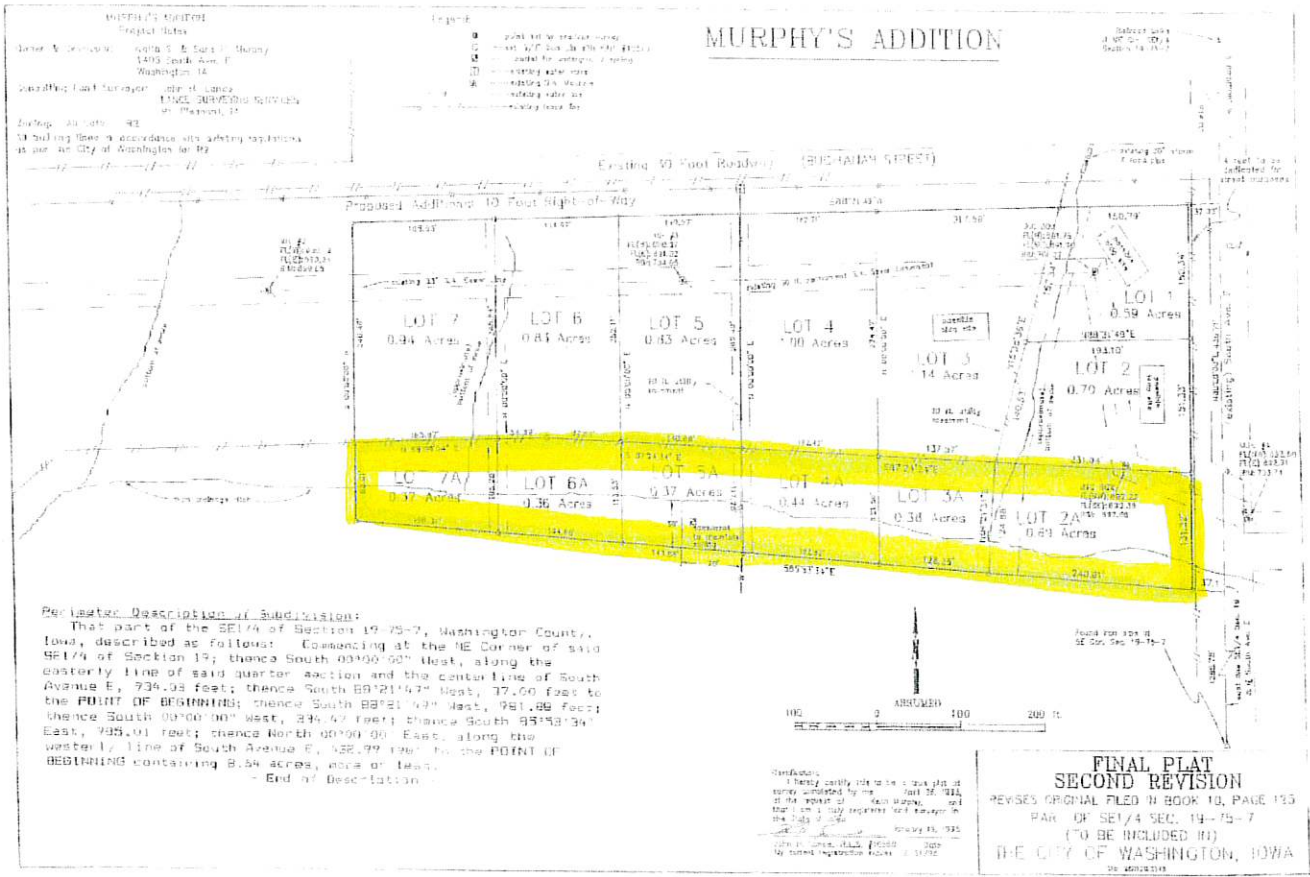
Attached are some aeriels of these parcels, as well as the ag land detailed property record cards from the Assessor's Office. I hope this information is helpful, please don't hesitate to reach out if you have questions or need additional information.

Thank you,

Christy Tinnes, ICA, RES
Washington County Assessor

Copy to: Keith Murphy





MURPHY'S ADDITION
 Project Data
 Owner: M. Murphy, c/o S. & S. S. Murphy
 1415 South Ave. E.
 Washington, IA
 Surveyor: S. J. Jones
 1742 E. SURVEYOR'S OFFICE
 WASHINGTON, IA
 Subdiv. No. 10-10-10
 All building lines in accordance with zoning regulations
 as per the City of Washington, Iowa

- Legend**
- 20' Easement
 - 10' Easement
 - 5' Easement
 - 10' Easement
 - 15' Easement
 - 20' Easement
 - 25' Easement
 - 30' Easement
 - 35' Easement
 - 40' Easement
 - 45' Easement
 - 50' Easement
 - 55' Easement
 - 60' Easement
 - 65' Easement
 - 70' Easement
 - 75' Easement
 - 80' Easement
 - 85' Easement
 - 90' Easement
 - 95' Easement
 - 100' Easement

Revised 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" East, along the easterly line of said quarter section and the center line of South Avenue E, 734.03 feet; thence South 89°21'47" East, 17.00 feet to the POINT OF BEGINNING; thence South 89°21'47" East, 981.89 feet; thence South 00°00'00" West, 334.67 feet; thence South 85°13'34" East, 795.01 feet; thence North 00°00'00" East, along the westerly line of South Avenue E, 428.79 feet to the POINT OF BEGINNING containing 8.54 acres, more or less.
 - End of Description -

Surveyor's Certificate
 I hereby certify that this is a true and correct copy of the original filed in my office on this 10th day of July, 1935.
 S. J. Jones, Surveyor
 Washington, Iowa

FINAL PLAT
SECOND REVISION
 REVISES ORIGINAL FILED IN BOOK 13, PAGE 135
 PAR. OF SE 1/4 SEC. 19-75-7
 (TO BE INCLUDED IN)
 THE CITY OF WASHINGTON, IOWA

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 __ day of __, 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*

Council,

Our safety committee met to discuss an accident that happened between two city vehicles on 3rd Ave. behind City Hall. During this discussion we found that several near-miss accidents have occurred. The safety committee members feel that the section of 3rd Ave. between Jefferson and Washington Street has had a change of use. We feel that it is more of a parking lot now than a through street. The traffic that uses this as a through street typically is using it at an increased rate of speed. The area also has equipment that creates blind spots. These challenges can make backing in and out of parking stalls difficult. The safety committee is asking the council to consider limiting traffic on 3rd Ave. between Jefferson and Washington to authorized city use only. Thank you in consideration of this matter.

Keith Henkel
Safety Director

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

To: Mayor Pro Tem & City Council
From: Brendan DeLong, Fire Chief
Re: Closure of 3rd Ave from Jefferson to Washington.
Date: July 12, 2023

Mayor Pro Tem & Council –

This is a letter to voice my support in closing South 3rd Avenue from East Jefferson to East Washington. Numerous times when there is an incident – we will utilize this area for responder parking. Also, during this time – apparatus, often multiple apparatus, will be leaving the fire station enroute to an emergency. Vehicles passing through this area present a hazard and could delay our response.

In addition, after an incident, we will clean trucks and equipment out on that apron area in front of our wash bay. It would be safer and more efficient for us to not have to worry about vehicles passing through this area.

The shed that sits to the east of our station is also heavily utilized by staff. We are currently looking at some plans to expand our storage shed, utilizing fireman association funds, to have a secure area to store our boat & other equipment. Closing this street to private use would be safer and allow us to access that area easily.

Any questions, don't hesitate to reach out to me.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Brendan S. DeLong".

Brendan S. DeLong
Fire Chief

*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*

Council,

In 2017 the city initiated an Sidewalk Inspection Program. The purpose of the program was to proactively address trip hazards on public sidewalks in town. The first quadrant of town was completed with a guideline for broken slabs being a square of sidewalk broken into three or more pieces. After this was completed the council at the time expressed that they felt that we were missing potential hazards with guidance of three or more pieces. The program was updated to two or more pieces. Current council members have requested that this program be reevaluated. Staff have scheduled a workshop for this at the August 1st council meeting. I wanted you to be able to review the current program before that discussion. Enclosed is a copy of the current Sidewalk Inspection Program, a copy of an inspection report, letter to property owners explaining the inspection codes and a reply letter that property owners can return to indicate how they plan to repair the sidewalk. I look forward to your input in revising this program into something we can all support.

Thank You,

Keith Henkel
Engineering Technician

And

Jeff Duwa
Building and Zoning Official

Sidewalk Inspection Program
for
The City of Washington



Adopted: 2017

Last Reviewed: 09/27/2022

INTRODUCTION

In an effort to promote safety and health issues in the City of Washington Iowa a sidewalk inspection program is being implemented. The city will be divided in quadrants. Each quadrant will be visually inspected by city staff once every four (4) years. Property owners will be notified and given the option to fix the sections of sidewalk that have failed the inspection. The city will cost share this work. If the property owner chooses not to do the work, the city will contract the work and bill the property owner their portion.

Inspection Zones:

The City will be divided into quadrants. Zone one will be north of Main Street and west of 2nd Avenue. Zone two will be north of Main Street and east of 2nd Avenue. Zone three will be south of Main Street and west of Iowa Avenue switching to west of 2nd Avenue at Madison Street. Zone four will be south of Main Street and east of Iowa Avenue switching to east of 2nd Avenue at Madison Street. See Figure 1 below.

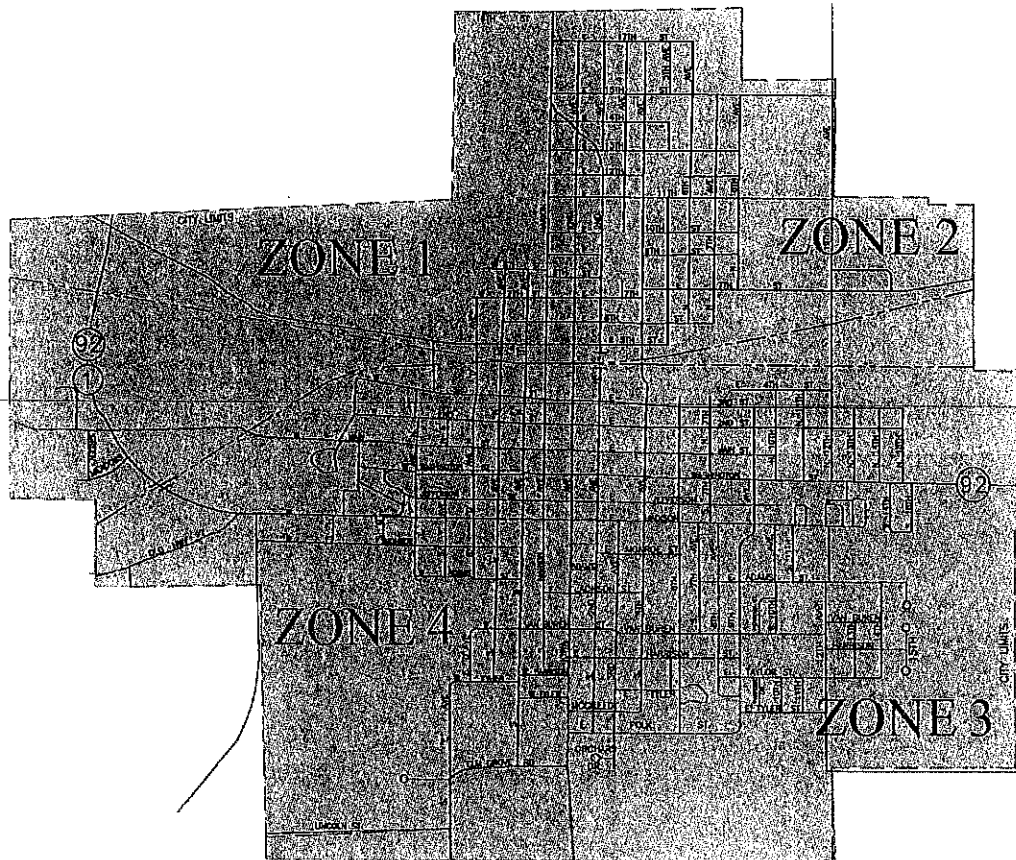


Figure 1

For a detailed breakdown of the street contained in each zone refer to the following.

- Zone 1.....Figure 2
- Zone 2.....Figure 3
- Zone 3.....Figure 4
- Zone 4.....Figure 5

Zone 1		
Street Name	Start Intersection	End Intersection
W. 18th St.	N. Marion Ave.	Hwy 92
W. 17th St.	N. 2nd Ave.	N. Marion Ave.
W. 15th St.	N. 2nd Ave.	N. Marion Ave.
W.14thSt.	N. 2nd Ave.	N. Marion Ave.
W. 13th St.	N. 2nd Ave.	Dead End West
W. 12th St.	N. 2nd Ave.	Dead End West
W. 11th St.	N. 2nd Ave.	N. Marion Ave.
W. 10th St.	N. 2nd Ave.	N. Marion Ave.
W. 9th St.	N. 2nd Ave.	N. Marion Ave.
W. 8th St.	N. 2nd Ave.	Dead End West
W. 7th St.	N. 2nd Ave.	Dead End West
W. 6th St.	N. 2nd Ave.	N. D Ave
W. 5th St.	N. 2nd Ave.	West to City Limits
W. 3rd St.	N. 2nd Ave.	Dead End West
W. 2nd St.	N. 2nd Ave.	N. H Ave
W. Main St.	N. 2nd Ave.	West to City Limits
N. Iowa Ave.	W. Main St.	W. 17th St.
N. Marion Ave.	W. Main St.	W. 17th St.
N. B Ave.	W. Main St.	Dead End North
N. C Ave.	W. Main St.	W. 8th St.
N. D Ave.	W. Main St.	W. 7th St.
Leisure Lane	W. 3rd St.	Dead End North
N. E Ave.	W. Main St.	W. 2nd St.
N. F Ave.	W. Main St.	Dead End North
N. H Ave.	W. Main St.	W. 3rd St.
Westview Drive	W. 5th St.	Hwy 92
Alegre Lane	W. Main St.	Dead End North

Figure 2

Zone 2		
Street Name	Start Intersection	End Intersection
E. 17 th St.	N. 2 nd Ave.	Dead End East
E. 15 th St.	N. 2 nd Ave.	Dead End East
E.14thSt.	N. 2 nd Ave.	N. 5 th Ave.
E.14thSt.	N. 7 th Ave.	N. 8 th Ave.
E. 13 th St.	N. 2 nd Ave.	N. 8 th Ave.
E. 12 th St.	N. 2 nd Ave.	N. 4 th Ave.
E. 12 th St.	N. 6 th Ave.	N. 8 th Ave.
E. 11 th St.	N. 2 nd Ave.	Dead End East
E. 10 th St.	N. 4 th Ave.	N. 8 th Ave.
E. 9 th St.	N. 4 th Ave.	N. 8 th Ave.
E. 8 th St.	N. 2 nd Ave.	Dead End East
E. 8 th St.	N. 3 rd Ave.	N. 4 th Ave.
E. 7 th St.	N. 2 nd Ave.	East to City Limits
E. 6 th St.	N. 2 nd Ave.	Dead End East
E. 5 th St.	N. 2 nd Ave.	N. 7 th Ave.
E. 4 th St.	N. 7 th Ave.	N.13 th Ave.
E. 3 rd St.	N. 2 nd Ave.	N. 15 th Ave.
E. 2 nd St.	N. 2 nd Ave.	N. 15 th Ave.
N. 2nd Ave.	E. Main St.	E. 17th St.
N. 3 rd Ave.	E. 5 th St.	E. 8 th St.
N.3 rd Ave.	Dead End South	E. 17 th St.
N. 4 th Ave.	E. Main St.	E. 17 th St.
N. 5 th Ave.	E. 5 th St.	E. 11 th St.
N. 5 th Ave.	E. 13 th St.	E. 14 th St.
N. 5 th Ave.	E. 15 th St.	E. 17 th St.
N. 6thAve.	E. Main St.	Dead End North
N. 6 th Ave.	E. 5 th St.	Dead End North
N. 7 th Ave.	E. Main St.	Dead End North
N. 7 th Ave.	E. 5 th St.	E. 15 th St.
N. 8 th Ave.	E. 7 th St.	E. 15 th St.
N. 9 th Ave.	E. Main St.	E. 3 rd St.
N. 10 th Ave.	E. Main St.	E. 4 th St.
N. 11 th Ave.	E. Main St.	Dead End North
N. 12 th Ave.	E. Main St.	Dead End North
N. 13 th Ave.	E. Main St.	E. 4 th St.
N. 14 th Ave.	E. Main St.	Dead End North
N. 15 th Ave.	E. Main St.	Dead End North

Figure 3

Zone 3		
Street Name	Start Intersection	End Intersection
E. Main St.	S.2nd Ave.	S 15th Ave.
E. Washington St.	S.2nd Ave.	East to the City Limits
E. Jefferson St.	S.2nd Ave.	DeadEnd West
E. Madison St.	S.2nd Ave.	UP Home
E. Madison St.	S. 14th St.	S. 15th St.
E. Monroe St.	S. Iowa Ave.	S.6th Ave.
E, Adams St.	S. Iowa Ave.	S.2nd Ave.
E. Adams St.	S. 7th Ave.	S. 12th Ave.
E. Jackson St.	S. Iowa Ave.	S. 4th Ave.
E. Van Buren St.	S. Iowa Ave.	S. 14th Ave.
E. Harrison St.	S. Iowa Ave.	S. 9th St.
E. Harrison St.	S. 12th Ave.	S. 15th Ave.
E. Taylor St.	S. 8th Ave.	S. 14th Ave.
Circle Dr.	S. 6th Ave.	E. Tyler St.
E. Tyler St.	S. Iowa Ave.	Circle Dr.
E. Tyler St.	S. 8th Ave.	S. 12th Ave.
McCreedy Dr.	S. Iowa Ave.	S. 4th Ave.
E. Polk St.	S. Iowa Ave.	S. 9th Ave.
Orchard Dr.	S. 3rd Ave.	Orchard Circle
Orchard Circle	Orchard Dr.	Dead End West
Fillmore	S. 12th Ave.	Airport Rd.
S. 2nd Ave.	E. Madison St.	E. Polk St.
S. 3rd Ave.	E. Madison St.	Dead End South
S. 4th Ave.	E. Main St.	McCreedy Dr.
Prospect Place	E. Harrison St.	E. Tyler St.
S. 6th Ave.	E. Main St.	E. Polk St.
S. 7th Ave.	E. Main St.	E. Van Buren St.
S. 8th Ave.	E. Madison St.	E. Tyler St.
S. 9th Ave.	E. Main St.	E. Polk St.
Perdock Ct.	S. 10thAve.	E. Van Buren St.
Paradise Dr.	E. Taylor St.	E. Tyler St.
S. 10th Ave.	E. Main St.	E. Washington St.
S. 10th Ave.	E. Madison St.	E. Van Buren St.
S. 10th Ave.	E. Taylor St.	E. Tyler St.
S. 11th Ave.	E. Main St.	E. Washington St.
S. 11th Ave.	E. Madison St.	Circle Dr.
S. 11th Ave.	E. Taylor St.	E. Tyler St.
Oak Lane	Locust Lane	E. Madison St.
Locust Lane	Oak Lane	E. Madison St.
S. 12th Ave.	E. Main St.	E. Washington St.
S. 12th Ave.	E. Adams St.	Fillmore
S. 13th Ave.	E. Main St.	E. Washington St.
S. 13th Ave.	E. Van Buren St.	E. Taylor St.
S. 14th Ave.	E. Main St.	E. Madison St.
S. 14th Ave.	E. Adams St.	E. Taylor St.
S. 15th Ave.	E. Main St.	E. Madison St.
S. 15th Ave.	E. Adams St.	South to Cul-da-sac
S. 15th Ave.	E. Harrison St.	South to Cul-da-sac
Airport Rd.	Hwy 92	South to City Limits
Wiley Ave.	Hwy 92	Wal-Mart

Figure 4

Zone 4		
Street Name	Start Intersection	End Intersection
W. Washington St.	S. 2nd Ave.	W. Washington Blvd.
W. Washington Blvd.	W. Washington St.	S. H Ave.
W. Jefferson St.	S. 2nd Ave.	Sunset Park
W. Madison St.	S. 2nd Ave.	West to City Limits
W. Monroe St.	S. B Ave.	Hwy 1
W. Adams St.	S. B Ave.	Dead End West
W. Jackson St.	S. Iowa Ave.	S. Marion Ave.
W. Van Buren St.	S. Iowa Ave.	S. D Ave.
W. Harrison St.	S. Iowa Ave.	S. B Ave.
W. Tyler St.	S. Iowa Ave.	S. E Ave.
Sitler Dr.	S. Iowa Ave.	S. E Ave.
W. Buchanan St.	S. E Ave.	Hwy 1
W. Lincoln St.	S. Iowa Ave.	S. E Ave.
Country Club Rd.	S. Iowa Ave.	Campbell Dr.
Campbell Dr.	Country Club Rd.	Cul-Da-Sak
S. Iowa Ave.	W. Madison St.	South to City Limits
S. Marion Ave.	W. Main St.	W. Harrison St.
S. B Ave.	W. Main St.	Sitler Dr.
S. C Ave.	W. Main St.	W. Tyler St.
S. D Ave.	W. Main St.	W. Adams St.
S. D Ave.	W. Van Buren St.	W. Tyler St.
S. E Ave.	W. Jefferson St.	W. Adams St.
S. E Ave.	W. Tyler St.	South to City Limits
S. F Ave.	W. Main St.	W. Adams St.
S. G Ave.	W. Madison St.	W. Monroe St.
S. H Ave.	W. Main St.	Dead End South
Hwy 1	W. Madison St.	South to City Limits
250th St.	W. Madison St.	West to City Limits
Meadows St.	W. Madison St.	Green Meadows Dr.
Green Meadows Dr.	W. Main St.	Meadows St.

Figure 5

Inspection Process:

City staff will conduct an onsite inspection of each sidewalk in the inspection zone for that fiscal year. The inspection will be completed prior to November of that year. The sidewalk will be evaluated on the following criteria: Separations, Vertical Change, Broken Slabs, Ponding of Water, Deterioration, Encroachment and Isolation. Each of these criteria are more defined as follows:

Separation (Code A):

Sidewalk panel is raised $\frac{3}{4}$ " or more from an adjacent panel, creating a vertical edge; sidewalk panel is cracked or separated by $\frac{3}{4}$ " or more in width; or sidewalk panel is separated horizontally or vertically by $\frac{3}{4}$ " or more with an adjacent paved surface.

Vertical Change (Code B):

Sidewalk panel is raised or depressed from normal grade by 2" or more within ten feet or less of sidewalk.

Broken Slabs (Code C):

Sidewalk panel is cracked into two or more pieces or having one or more loose pieces.

Ponding of Water (Code D):

Sidewalk panel is sloped or tilted, ponding water covering half or more of the sidewalk width.

Deterioration (Code E):

Sidewalk has 50% surface deterioration and, or has $\frac{1}{2}$ " surface depressions

Encroachment (Code F):

Sidewalk has objects interfering with the walking path. All four foot wide sidewalks must maintain a clear width of four feet and a clear height of seven feet. All five foot wide sidewalks must maintain a clear width of five feet and a clear height of seven feet.

Isolation (Code G):

When a single square of sidewalk is isolated by an adjacent repair on both sides the panel will be replaced.

Notification Process:

If a sidewalk is inspected and found to be in compliance nothing further is done. If the sidewalk is found to be non-compliant the property owner will be notified by certified mail. The notification will include a copy of the inspection report along with information on what the property owner needs to do to rectify the property.

Repair Process:

If a sidewalk is in need of repair the property owner will have two choices:

Property Owner Repair:

The property owner will repair the sidewalk themselves or hire a contractor to perform the repairs. These repairs will need to be completed prior to July 1st of the year following the inspection. This work will require a city permit. The sidewalk installation must meet all city guidelines for construction and be inspected by the city inspector prior to pouring the new sidewalk.

City Contracted Repair:

All sidewalks identified as non-compliant that have not been repaired prior to July 1st of the year following the inspection will be repaired by a contractor chosen by the city.

Cost Sharing:

If a property owner chooses to repair the sidewalk either by themselves or by a contractor. The city will reimburse the property owner \$4.00 per square foot for the original quantity of sidewalk that failed inspection. Reimbursements may be capped at \$500 per property with sidewalk in one ROW and \$750 for properties with sidewalk in two ROW's. This reimbursement will be available to the property owner **after July 1st** of the year following the inspection. If the property owner chooses to have the city contract the repairs. The city will complete the work and bill the property owner for the unit price of the work minus a credit of \$4.00 per square foot of replaced sidewalk. The property owner will have 30 days after receiving the bill to pay. If not paid in 30 days the bill will be assessed to the property. Assessment to the property will incur additional fees. Credits may be capped at \$500 per property with sidewalk in one ROW and \$750 for properties with sidewalk in two ROW's.

ADA Compliance:

If the sidewalk repair consists of five or more adjoining slabs or involves a curb ramp the installation of the new sidewalk must meet current ADA compliance. If this is encountered the city staff will assist the property owner in the layout of the new sidewalk.

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

Date: 03/24/2023

Property Owner,

Enclosed you will find a copy of the inspection report for the sidewalk contained in the right of way at your property. Your sidewalk has been found non-compliant by the city inspector. Please refer to the inspection report for specific issues with your sidewalk.

Pursuant to Sections 136.04 and 136.05 of the Washington Code of Ordinances, you, as the property owner, are required to maintain the sidewalks. To comply with Section 136.04, the City Council may order repair of the sidewalk at the property owner's expense. Because the sidewalk adjacent to your property fails to meet the standards set forth by the City and other applicable law, you have two choices to rectify this issue. You may repair the sidewalk yourself or hire a contractor to do the work. If you repair the sidewalk panel(s) outlined in the enclosed inspection. It will be necessary to obtain a permit from the city. Permits are available from the Development Services Department at City Hall (Monday – Friday from 8am to 5pm). All work will need to comply with city guidelines for sidewalk construction. You will also need to get the work inspected by the city inspector prior to pouring the new sidewalk. Inspections can be scheduled by contacting the Development Services Department at City Hall, in person or by phone at 319-653-6584. Inspections must be scheduled a minimum of 24 hours prior to pouring the sidewalk. The city will cost share this work at a rate of \$4.00 per square foot of sidewalk for the original quantity of sidewalk that failed the inspection This reimbursement will be available after July 1, 2023.

If the sidewalk is not repaired prior to August 1, 2023 the city will hire a contractor to complete this work. You will be billed after the work is complete. Your bill will be for the contractor unit cost to complete the work minus a \$4.00 credit per square foot of replaced sidewalk, which is paid by the City. After the City has completed the work, the City shall send an invoice for the payment of the work, less the City credit. At that time, you will have thirty (30) days to pay the invoice without additional fees and interest. If this bill is not paid within 30 days, the City Council will assess the amount of the invoice to your property for collection with regular property tax payments. The assessment will incur additional fees, such as the Treasurer's fee and interest to the assessment from the date of acceptance by the City.

If your property contains an access ramp to a crosswalk and that ramp fails inspection it will need to be reinstalled with current ADA ramp guidelines. When this occurs the city staff will assist the property owner or contractor with the proper layout of the new sidewalk ramp. This assistance will be at no charge to the property owner. If truncated domes are required for the ramp they will be supplied by the city at no charge to the property owner.

Please fill out and return the enclosed "Reply Letter" to the Development Services Department (215 E Washington St., Washington, IA 52353) by mail or at City Hall (Monday – Friday from 8am to 5pm). If the City does not receive the letter by April 28, 2023, the City will assume that the property owner wants the City to repair and will contract to have the improvements completed in the fall construction season.

Thank You,
City Inspector

"One of the 100 Best Small Towns in America"

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



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Understanding Your Inspection Report

If you have received a sidewalk inspection report from the city inspector for your property you have deficiencies on your sidewalk that are in need of repair. According to city code the sidewalks that are in the public right of way are the adjacent property owner's responsibility to maintain. The following is a more detailed explanation of the issues identified on your sidewalk.

Separation (Code A):

~~Sidewalk panel is raised 3/4" or more from an adjacent panel, creating a vertical edge;~~
sidewalk panel is cracked or separated by 3/4" or more in width; or sidewalk panel is separated horizontally or vertically by 3/4" or more with an adjacent paved surface.

Vertical Change (Code B):

Sidewalk panel is raised or depressed from normal grade by 2" or more within ten feet or less of sidewalk.

Broken Slabs (Code C):

Sidewalk panel is cracked into two or more pieces, or has one or more loose pieces.

Ponding of Water (Code D):

Sidewalk panel is sloped or tilted, ponding water covering half or more of the sidewalk width.

Deterioration (Code E):

Sidewalk has 50% surface deterioration or 1/2" surface depressions

Encroachment (Code F):

Sidewalk has objects interfering with the walking path. All four foot wide sidewalks must maintain a clear width of four feet and a clear height of seven feet. All five foot wide sidewalks must maintain a clear width of five feet and a clear height of seven feet.

Isolation (Code G):

A panel of sidewalk that is adjacent on both sides to a panel that is removed.

Sidewalks with Codes A thru E and G will require removal of the old sidewalk and replacement with new. Sidewalks with Code F may not require removal and replacement rather just maintenance on the existing sidewalk.

If you have additional question please contact the Development Services Department of City Hall at 319-653-6584.

Jaron P. Rosien, Mayor
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Sidewalk Inspection Non-Compliance Reply Letter

Please Fill out this form and return to City Hall by April 28, 2023

If the City does not receive the letter by April 28, 2023 the City will assume that the property owner wants the City to repair and will contract to have the improvements completed in the fall construction season.

Property Address: _____
Property Owner: _____

_____ It is my intent to repair the sidewalk at the above listed address either by myself or thru a contractor. I am aware this work will need to be completed by August 01, 2023. I am aware I will need a permit to perform this work, that all work must comply with city guidelines for sidewalk construction and will require an inspection by the city inspector prior to pouring the sidewalk. I also acknowledge that I am aware the partial reimbursement for this work will not be available to me until July 1, 2023.

_____ It is my intent to have the city or it's contractor perform the work to my sidewalk at the above listed address. I am aware that the city will be billing me for the work performed. I am aware that the bill will be assessed to my property if not paid within 30 days.

Property Owner's Name (printed): _____

Property Owner's Signature: _____

Property Owner's Name (printed): _____

Property Owner's Signature: _____

"One of the 100 Best Small Towns in America"