



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
WASHINGTON FREE PUBLIC LIBRARY
115 W. WASHINGTON STREET
AT 4:30 P.M. TUESDAY, August 15, 2023
and
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, August 15, 2023

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/83446160915?pwd=cy9HWfhvYnl0QmthL2RUYYXl0cHR2QT09>

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 15th, 2023 to be approved as proposed or amended.

Consent:

1. Council Minutes August 1, 2023
2. Council Minutes August 8, 2023 – special session
3. Iowa Municipal Workers' Compensation Association, Work Comp. Premium 23-24 Installment 2, \$8,393.00
4. DNP LLC (Corner Stop), 100 E. Madison St., Class E Retail Alcohol License *(renewal)*
5. Mango Jaziel Refresqueria LLC, 115 N. Iowa Avenue, Class C Retail Alcohol License *(new)*
6. St. James Church of Washington, Iowa, 606 West 3rd Street, Class C Retail Alcohol License Special Five-Day *(new)*
7. Department Reports

SPECIAL PRESENTATION

- **Mayoral Appointments:**
 - **Planning and Zoning Commission** – Jane Blieu, 5-year term to end 6/30/28
 - **Parks and Recreation Board** – Erin Smith, 4-year term to end 6/30/27

SPECIAL EVENT REQUESTS

- Choctoberfest, Washington Chamber of Commerce – October 19, 2023 (*date change*)
- St. James Fall Fest – September 10, 2023

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS

- Claims for August 15, 2023

NEW BUSINESS

1. Discussion and Consideration of Update to Sidewalk Inspection Program
2. Discussion and Consideration of Fire Department Storage Building Expansion
3. Discussion and Consideration of a Resolution Making Award of Construction Contract for 2023 Washington Public Library Makerspace Project
4. Discussion and Consideration of a Resolution Adopting Preliminary Plans and Estimate of Costs for the Pavement Striping and Signalization Project (East Washington and South 12th Ave.)
5. Discussion and Consideration of a Resolution Adopting an Agreement for a Highway Safety Improvement Program (HSIP) Grant with the Iowa Department of Transportation
6. Discussion and Consideration of a Resolution Adopting an Agreement for an Urban-State Traffic Engineering Program (USTEP) Grant with the Iowa Department of Transportation
7. Discussion and Consideration of a Resolution Adopting an Agreement for a Surface Transportation Block Grant with the Iowa Department of Transportation
8. Discussion and Consideration of the Second Reading of Ordinance Creating Chapter 158, Establishing a Downtown Vacant Building Registration Process, Code of Ordinances of the City of Washington, Iowa

OLD BUSINESS

1. Discussion and Consideration of a Resolution Amending the Employee Handbook for the City of Washington, Iowa (*tabled*)
2. Discussion and Consideration of a Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy) (*tabled*)

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 8-1-2023

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, August 1, 2023, at 6:00 p.m. Mayor Pro Tem Youngquist in the chair.

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

Motion by Stigers, seconded by Moore, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, August 1, 2023, be approved. Motion carried.

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

Motion by Moore, seconded by Glinsmann, to approve consent items 1-12. Motion carried.

Code Enforcement Officer Anna Duwa presented the monthly nuisance update.

Motion by Moore, seconded by Stigers, to affirm the mayoral appointments of: Charla Howard to the Hotel/Motel Tax Fund Administration Committee (filling a term that ends 6/30/2024), Charles Halvorson to the Forestry Commission (reappointment – term ending 6/30/2026), and Gary Murphy to the Library Board (reappointment to fill term 7/1/2022-6/30/2028). Motion carried.

Washington Community School District Activities Director Nathan Miller presented a special event request for parades this fall including the Homecoming Parade on September 29, the marching band for home football games, and the Heroes Night parade on September 15. Motion by Moore, seconded by Earnest, to approve the parades for the school district. Motion carried.

Tiffany Crawford with Hospice of Washington County, via Zoom, presented a special event request for the Annual 5k Memorial Walk to be held on September 16, 2023. Motion by Moore, seconded by Earnest, to approve the Hospice of Washington County special event request. Motion carried.

Presentation from the public: Kalen McCain of the Southeast Iowa Union newspaper spoke of

concerns with the proposed Resolution related to fees for public record. Connie Larson with the Washington Economic Development Group Board told Council thank you for their continued support and partnership with WEDG.

Claims for August 1, 2023 were presented by City Administrator McCusker.

Motion by Stigers, seconded by Moore, to approve claims for August 1, 2023. Motion carried.

Mayor Pro Tem Youngquist opened the 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 and read aloud the following announcements:

**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.

No written or oral comments were received from the public.

Motion by Moore, seconded by Glinsmann, to close the public hearing. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: Rangel. Motion carried.

Motion by Moore, seconded by Stigers, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: Rangel. Motion carried. **(Resolution 2023-065)**

Motion by Glinsmann, seconded by Moore, to approve a Resolution Approving Hotel/Motel Tax Fund Administration Committee Matching Funds for Grant Applications. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: Rangel. Motion carried. **(Resolution 2023-066)**

Matt Bryant, publisher of the Southeast Iowa Union newspaper, asked council about the proposed resolution regarding fulfilling public records requests. City Attorney Olson answered questions regarding the fees.

Motion by Moore, seconded by Glinsmann, to approve a Resolution Adopting a Fee for Fulfilling Public Records Requests. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: Rangel. Motion carried. **(Resolution 2023-067)**

Wellness Park Phase 2 Design and Opinion of Cost Bids Received:

- Veenstra and Kimm Inc. \$48,000 (with survey/topography and soil borings)
- Shive Hattery \$40,700 (without soil boring or surveying/topography)

Parks Superintendent Nick Pacha answered questions regarding Wellness Park Phase 2. Leland Belding with Veenstra and Kimm Inc. joined the meeting by Zoom.

Motion by Glinsmann, seconded by Youngquist, to approve a Resolution Awarding Preliminary Engineering Contract for the Second Phase of the Wellness Park Design and Opinion of Cost to Veenstra and Kimm Inc. for \$48,000. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: Rangel. Motion carried. **(Resolution 2023-068)**

Library Director Cary Ann Siegfried presented a contract for print/copy equipment, toner and maintenance services with Gordon Flesch for \$2,844.84 annually for a three-year lease term. Motion by Glinsmann, seconded by Earnest, to approve the Lease Contract with Gordon Flesch for the Washington Free Public Library. Motion carried.

Motion by Moore, seconded by Stigers, to approve Pay Application No. 7 to DeLong Construction for \$9,429.37 for Country Club View Subdivision. Motion carried.

Motion by Moore, seconded by Glinsmann, to approve Pay Application No. 6 to Cornerstone Excavating for \$141,544.29 for the Adams Street Reconstruction Project. Motion carried.

Motion by Moore, seconded by Glinsmann, to approve Change Order No. 2 to Cornerstone Excavating for \$6,600.00 for the Adams Street Reconstruction Project. Motion carried.

Motion by Stigers, seconded by Moore, to approve the 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. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: Rangel. Motion carried. **(Ordinance 1156)**

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

Motion by Glinsmann, seconded by Moore, to untable the discussion, consideration and possible First Reading of Ordinance No. 2023 – Vacant Building Code. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: Rangel. Motion carried.

Terry Phillips, who served on the committee developing the ordinance and building owner, said this measure helps the city provide information to building owners to assist with their buildings.

Motion by Moore, seconded by Stigers, to approve the First Reading of an Ordinance Creating Chapter 158, Establishing a Downtown Vacant Building Registration Process, Code of Ordinances of the City of Washington, Iowa. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: Rangel. Motion carried.

No action was taken on a Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy), and it remains tabled.

Council entered into a workshop to discuss 3rd Ave. between Jefferson St. and Washington St. Engineering Tech Keith Henkel presented an issue with traffic in the area and a recommendation from the safety committee to make that area authorized city use only. Council discussed and consensus was met for this item to be brought to the council for formal consideration at a future city council meeting.

Council entered into a workshop to discuss the City's Sidewalk Inspection Program. Henkel presented the program with photo examples and the need for clear guidelines regarding trip hazards. Building and Zoning Official Jeff Duwa also answered questions. Council discussed Code C regarding cracks in two or more places with separation and loose pieces. This item will be brought to the council for formal consideration at a future city council meeting.

Department reports were presented.

Discussion of a special council session to be held on September 12th at 6 p.m. was held and quorum is available.

Motion by Glinsmann, seconded by Earnest, that the Regular Session held at 6:00 p.m., Tuesday, August 1, 2023, is adjourned at 7:27 p.m. Motion passed unanimously.

Sally Y. Hart, City Clerk

CITY OF WASHINGTON
Council Minutes 8-8-2023

The Council of the City of Washington, Iowa, met in Special Session in the Council Chambers, 215 East Washington Street on Tuesday, August 8, 2023, at 9:30 a.m. Mayor Pro Tem Youngquist in the chair.

On roll call present: Earnest, Glinsmann (via Zoom), Moore (via Zoom), Rangel, and Youngquist. Absent: Stigers.

Motion by Moore, seconded by Rangel, that the agenda for the Special Session to be held at 9:30 a.m., Tuesday, August 8, 2023, be approved. Motion carried.

Motion by Rangel, seconded by Moore, to approve The Topsy Travelers, 205 West Main Street, Special Class C Retail Alcohol License, August 11-15, 2023 (new – Movies on Main). Motion carried.

Presentation from the Public: none.

Motion by Earnest, seconded by Rangel, that the Special Session held at 9:30 a.m., Tuesday, August 8, 2023, is adjourned at 9:34 a.m. Motion passed unanimously.

Sally Y. Hart, City Clerk

INVOICE

INV87453

IMWCA

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

DATE

8/1/2023

PAGE:

1

Mbr No: 0706 Member Name: Washington, City of

Washington, City of
 215 E Washington

Washington IA 52353

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

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL2	Installment 2 - Work Comp Prem 23-24			8,393.00	\$8,393.00
This invoice is due on September 1, 2023.						

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

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

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

Thank You

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: **DNP LLC (Corner Stop)**

Business Address: **100 E. Madison St.**

App # : **App-186360**

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

Beer/Wine Permit:

Liquor License: **Special Class E 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 15, 2023**

Police: DCI background check and/or local background check: Yes: No:
Police Chief sign off  . Date **8-8-23** .

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



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DNP LLC	DNP LLC (Corner stop)	(319) 653-6833		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
100 E Madison Street	Small Room	Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
100 E Madison Street	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Purushotam Baral	(319) 653-6833	puru.pfj@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003560	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 11, 2023	Aug 10, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
purushotam baral	washington	iowa	52353	president	100.00	No

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

THE CITY OF WASHINGTON

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Washington, IA 52353
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Fax Only 319-653-5273

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

Business Name: **Mango Jaziel Refresqueria LLC**

Business Address: **115 N. Iowa Ave.**

App # : **App-183560**

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

Beer/Wine Permit:

Liquor License: **Special Class E 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 15, 2023**

Police: DCI background check and/or local background check: Yes: No:
Police Chief sign off _____ . Date **8-4-2023** .

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



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Mango Jaziel Refresqueria LLC	Mango Jaziel Refresqueria LLC	(319) 591-0573		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
115 N Iowa Ave		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
2570 HWY 92	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Diana N Arreola	(319) 591-0573	dnarreola@hotmail.com

License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 10, 2023	July 9, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Diana Arreola	Washington	Iowa	52353	owner	100.00	No

Insurance Company Information

INSURANCE COMPANY

MOUNT VERNON FIRE INS CO

POLICY EFFECTIVE DATE

July 10, 2023

POLICY EXPIRATION DATE

July 10, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

THE CITY OF WASHINGTON

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Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

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

Business Name: St. James Church of Washington, Iowa

Business Address: 606 West 3rd Street

App # : App-184603

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

Beer/Wine Permit:

Liquor License: Special 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 15, 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 8/8/23



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
ST. JAMES CHURCH OF WASHINGTON, IOWA	St. James Church of Washington, Iowa	(319) 461-8917		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
606 West 3rd Street	Front Lawn	Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
602 West 2nd Street	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Jeremy Vittetoe	(319) 461-8917	jervitt@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 8, 2023	Sep 12, 2023	

SUB-PERMITS
Special 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
Bernard Weir	Washington	Iowa	52353	Pastor	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Sep 8, 2023

POLICY EXPIRATION DATE

Sep 13, 2023

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 15, 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 valve needed to shut down water will be ordered and the work done as soon as the valve is here. Hopefully this will take care of this problem and East Main will get completed. The pipe and the trenching machine is all ready to go on W. Madison.

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

Lead Service Line: Information on this will be on the radio regularly. M/C will start concentrating on the pot holing next week after all the concrete patching is complete.

Attended the library makerspace bid opening. 4 companies submitted bids. All four bids were under the engineers estimate which was great news!

Had a mid year review with our representatives from Truenorth. Things are going well. Our group life insurance, voluntary life insurance, group STD and LTD had no premium increase. They are expanding their EAP (Employee Assistance Program) services. A flier will go out to all employees.

Attended Housing Initiative meeting. The housing market is still going strong. Homes are now selling for under asking price instead of over. The interest rates are definitely impacting people who want to sell their homes and purchase larger, more expensive homes. The student built duplex in Kalona is moving along nicely. Again it would be nice to do one of these in Washington. We need to find a person who is willing to lead the team of students and has construction background.

Had a meeting with the Chamber, Sally and Millie to discuss the website and billing issues. An email will be drafted and sent to Vortex explaining our expectations of them and asking them to work with us to reach a place where we all feel good about the website and how much we are paying and what we are receiving for that amount.

The situation with the storm water retention pond expansion in the Country Club View Subdivision is continuing. Jeff Duwa and I met with the property owner of the pond and retention area. He wants to be fair, but the plan was not clear to him prior to construction. To date we have not seen an updated plan on how the developer plans to accommodate for the storm water. We will stay on top of this.

Had a meeting to review conceptual plans for the dog park waterway. Cornerstone's engineer needs to review and we will work together to get our waterway cleaned out and allow for sanitary sewer for the development Cornerstone wants to do and allow for a stormwater detention. Once we are all on the same page with the plans, council will review.

Held Council one on ones and a department one on one

Met with 3 property owners to discuss annexation and extending water service to their properties. The middle property is already connected to city sewer and her well is failing and she supplies water to 3 properties. They are willing to annex into the city so we will run water main. Meetings were held with JJ, Keith and Jeff prior to meeting with the property owners. Annexation paperwork will come before council in September.

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

We are hiring for M/C and wastewater. If you know of anyone interested please have them send a resume. We have been getting applications for the M/C position. Next week external posting opens for the wastewater operator position.

This next week:

Phone call with Unemployment for an employee

Main Street Meeting

Council one on ones

Attending event hosted by WEDG -Dr. Ernie Gross at the library

Working at the Kiwanis AMER's blood drive on Thursday afternoon

Will be attending Police Academy graduation for Colton Schneider on Friday

Meeting with Musco lighting for the lighting project at the wellness park

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

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

July 2023 Activity Report

Structure fires- 1
Vehicle Fires – 0
Weather related- 0
Mutual aid assists- 2
Hazardous Incidents- 0
Grass fires- 0
Investigate/good intent- 7
Rescue/accidents- 5
Medical- 57
July calls for service- 72

January – July 2023 Calls for service

Fire/Rescue calls - 104
Medical calls – 478
Total calls – 582

EMS Continues to be busy with 57 calls for service in July. We had a report of 1 structure fire in July. It was at 2054 Nutmeg Avenue. This was for a hog confinement on fire. Damage was minimal, however, there was still fire in the manure pit. This presented challenges – but crews were able to get it under control. No injuries and the building was empty. It was started by a welder. We also provided Mutual Aid to Ainsworth for a fertilizer building on fire at 2952 Highway 92. The shed was a total loss. WAFD responded to 5 vehicle wrecks in July and several investigation calls.

July training was cancelled due to the county fair. We will resume regular training in August.

I attended numerous staff meetings and fire meetings. I attended the council meeting on 7/18 to request approval for our new fire truck. This passed- and the truck has been ordered. We received our new pickup and put it into service. This has been a huge benefit already. Full time staff continues to be busy responding to EMS & fire calls, fire inspections, rental inspections, and normal duties around the fire station. WAFD members assisted at the county fair almost every night for EMS, Fire, & Rescue standby for the events that were held. We had a great turn out and no incidents were reported.

Our calls are elevated. Year to date – we already surpassed where we were last year. We are on track for over 1000 calls for service in 2023. I continue to look at options for staffing to be sure we are adequately providing top notch care for our citizens. We are still looking for EMS medical members to join our EMS unit. Please send them to the fire department if they wish to apply.

We are here and ready to respond.

Brendan S. DeLong
Fire Chief
Washington Fire Department

MAINTENANCE & CONSTRUCTION DEPT. REPORT

7-22-23/8-4-23

STREETS: Personnel poured 12 yards of concrete in numerous locations. Personnel broomed the new seal coat streets chips back to center to get embedded into the road. Street sweeper operated on Friday's early morning up around the square. Personnel had a couple of emergency call out requests of a couple of downed trees/limbs, located at North Ave D-West 3rd St & in the 700 block of South 7th Ave.

WATER DISTRIBUTION: Personnel had 12 water services for non-payment. Personnel repaired 715 water service (new rod). Personnel switched a service connection located at 806 South Ave C. Personnel vac'd several areas in an effort to locate lead services throughout the City.

SEWER COLLECTION: Personnel N/A

STORM SEWER COLLECTION: Personnel repaired two intakes located on East 2nd between North 2nd Ave & North 4th Ave and at 120 West View Drive.

MECHANIC/SHOP: Personnel serviced camera trailer (new battery), Skid loader (hydraulics for broom attachment), WWTP new truck (light bar wiring & switch), 102, Backhoe (regen; plugged filter), PD 306 (broken motor mount), City Hall Tahoe (diagnosed), FD Engine 1 (Recharged & replaced cabin air filter), PD 307 (replaced lower ball joint & retorqued tires), yard waste and street sweeper operation on early Friday mornings.

OTHER: Personnel continued with the yard waste routes. Personnel responded to 58 One Call Locates. Trucks hauled numerous loads of dirt to the material storage shed. Personnel hauled numerous loads of spoil away from the shop and from jobsites.

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



Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

Activity Report July 2023

Rhonda Hill
Administrative Assistant

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

Jason Chalupa
Sergeant

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

Tanner Lavelly
Police Officer

Mia Brdecka
Police Officer

Colton Schneider
Police Officer

Devin Fraise
Police Officer

July was an active month with 431 calls for service, including 27 animal complaints, 21 traffic accidents and a total of 25 fireworks complaints.

Officer Kephart and K-9 Dex along with Officer Haworth and Lt. Hansen participated in Washington County Emergency Management's Public Safety Day at the Washington County Fair.

Investigator VanWilligen assisted with OWI and field sobriety testing at the Iowa Law Enforcement Academy and Chief Lester assisted at ILEA for domestic violence training.

Mayor Pro Tem Youngquist led a swearing-in ceremony for Officer Fraise on July 24th and he is progressing well through his field training with Sgt. Altenhofen. He will begin the 16-week ILEA Basic Academy on August 28th.

Respectfully submitted,

Jim Lester
Chief of Police

Washington Police Department

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

2023 Activity & Offense Report For the Month of: July

ACTIVITY	Previous Month	Current Month	Year – to – Date
Calls For Service	415	431	2783
Animal Calls	30	27	132
Traffic Citations / Warnings	8	15	140
Parking Tickets	29	11	61
Golf Cart Registrations	2	0	19
Vehicle Unlocks	24	18	173
Arrest Warrants Served	10	6	51
Search Warrants Served	1	2	9
Mental Health Crisis	16	23	117
Traffic Stops	26	33	313
Traffic Accidents	17	21	112
Arrests	32	12	176
Reportable Offenses	57	31	363
Assault	5	10	42
Burglary	4	3	18
Burglary to Motor Vehicle	5	1	19
Domestic Assault	1	0	8
No Contact Order Violation	0	0	9
Criminal Mischief/Vandalism	5	5	40
Drunkenness (Intoxication)	2	0	9
Driving Intoxicated (OWI)	1	0	10
Drug Offense	3	0	14
Drug Paraphernalia	0	0	3
Harassment/Intimidation	0	0	16
Sex Offense	1	0	6
Theft (Includes Shoplifting)	19	9	81
Trespass	3	0	7
Weapons Violation	0	0	3

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

**WWTP report
August 15th , 2023
Council meeting**

- **After hour alarm and dog call outs –**
 - 8-1-23 Dog call to the WWTP @ 5:30p.m. Parker
 - 8-2-23 Alarm at WWTP @ 1:30 a.m. Parker
 - 8-3-23 Alarm at WWTP @ 11:40 p.m. Parker
 - 8-6-23 Dog call to 205 E Polk @ 8:30 p.m. Parker
 - 8-8-23 Dog call to 801 S Iowa @ 7:30 p.m. Parker

- **Dept Head meetings –August 1st, 8th, 15th**

- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.

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

- **Grit Auger-**All fixed and working well.

- **SBR basin #4 and #2-**We put #4 back in service after replacing and unplugging some diffusers. We then took #2 out of service for diffuser and decanter maintenance.

- **WWTP July 2023, Discharge Monitoring Report (DMR) –** Average daily flow 1.04 million gallons (mg), maximum daily flow 1.62 mg, minimum daily flow .732 mg. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for July = >2" (recorded at the WWTP).

CBOD5 removal 85% required	result = 92.6 %
Influent CBOD5 monthly total =	833.5 mg/L
Effluent CBOD5 monthly total =	61.5 mg/L

TSS removal 85% required	result =96.1%
Influent TSS monthly total =	1313 mg/L
Effluent TSS monthly total =	51.34 mg/L

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

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

**Jason Whisler
8/10/2023 3:30 P.M.**

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

Water Plant Operations: We had high flows in July. With the heat, drought, and fair, it is our highest consumption month of the year. We have been getting random power surges which have been causing alarms at the plant. I submitted our June MOR to the DNR. We read water meters, book 7, our monthly extra meter list, all unread meters, and re-reads. I cannot express how happy I am with our meter readers! Randy and Dana are doing great! We changed 18 water meters in July. We continue to work on changing dead meters. We collected our routine monthly bacteria samples and the results were absent. We collected the majority of our extra, special samples(TTHM, HAA5(DBPR) VOCs, SOCs, Nitrate, and Nitrogen-Ammonia. We still have a couple repeat samples, Lead and Coppers, and Sodium samples to take this year. Bulk chemicals were filled. We recorded our monthly well levels. We changed bag filters. We have been taking calls, texts, emails, and on-site inspections for lead service line inventory. We had 3 apartments to shut off and 1 is still off. We have watered trees at the plant as needed.

Street/Traffic Lights: The traffic lights at Madison/Iowa went out for a couple hours due to an alliant issue. I believe it was a blown fuse. We set up stop signs and took them down. I would really like to install battery back-up at every intersection. We fixed a walk/don't walk push button at 4th/Washington. I assisted coordinating Marion Baptist Church on removing the street light in front of their new building. Franzen Electric is doing the work. They should be installing it back this month (August). Marion Baptist Church is paying for this.

Operators: Will and I both split up weekend duties evenly. We both try to carry the on-call phone evenly. Will and I both attended a safety meeting.

Meetings attended: Weekly staff meetings and a safety meeting.

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

Thanks, stay safe!

Kyle Wellington

Water Treatment Superintendent

August 11, 2023

Washington City Council Members,

The Washington Chamber would like to request a date change of a previously approved event in downtown Washington. Choctoberfest and WCHC's VIPink event was previously scheduled and approved for Thursday, October 12, 2023 from 4-8 pm. We would like to request a date change to Thursday, October 19, 2023. Our downtown merchants are participating in a "Shop Hop" on Saturday, October 14th and have requested that we shift this event to the following week to spread the October promotions going on in downtown throughout the month. We have Hocus Pocus in the Park scheduled for October 7, the Shop Hop on October 14, and a paranormal event scheduled for State Theater on October 28. Shifting Choctoberfest and VIPink to October 19th gives us a reason for shoppers to come downtown once each week in October.

Thank you for your consideration of this request and I apologize for not being present to present it as I am attending a conference in Washington DC.

If you have any questions or concerns, you may reach me by email at events@washingtioniowa.org.

April Cuddeback
Event Director
Washington Chamber



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: Choctoberfest

Coordinator: April Cuddeback

Contact Number: 319-591-0859

Email Address: events@washingtioniowa.org

2. **EVENT INFORMATION**

Event Description: retail event, participants visit retailers for shopping & chocolate treats. Partner w/WCHA & their VIPink event promoting women's health services

Days/Dates of Event: October 19, 2023

Time(s) of Event: (Include Set Up/Tear Down Time) 4-8 pm (set up registration) @ 3:30 pm

Event Location: downtown retailers

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

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

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

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

Description: _____

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

Other Requests

_____ Temporarily park in a "No Parking" area location : _____

_____ Use of City Park (specify park : _____
Electrical Needs: _____

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

_____ Fireworks (specify location :)

_____ Use of gators/UTV/ATV on City streets

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

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

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

_____ Street barricades

_____ Emergency "No Parking" Signs

_____ Traffic cones

_____ Picnic Tables

_____ Yield signs for crosswalks

_____ Garbage/Recycling Barrels

_____ Street Sweeping following (parades)

_____ Other (please specify :)

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

_____ Amplified Sound/Speaker System

_____ Public Address System

_____ Recorded/Live Music

_____ If so: BMI/ASCAP License obtained?

N/A

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

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

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

Contact Person: _____

Phone: _____

7. INSURANCE

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

_____ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

N/A

8. AGREEMENT

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

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

Opal O'Connell Addeback
Applicant/Sponsor Signature

Aug 4, 2023
Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
_____	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	County Environmental Health (if serving food):			
_____	Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
_____		Comments/Restrictions:		

CITY COUNCIL APPROVAL

City Clerk Signature _____ Date of Action _____ Approved: _____ Denied: _____
CONDITIONS IMPOSED: _____



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: St. James Fall Fest

Coordinator: Jeremy Vittetoe

Contact Number: 319-461-8917

Email Address: jervitt@gmail.com

2. EVENT INFORMATION

Event Description: Dinner + Live Auction to raise money for St. James School

Days/Dates of Event: 9/10/23

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

Event Location: KC Hall 606 W. 3rd St. Washington

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: West 3rd St. between North E Ave + North F Ave.

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

Other Requests

_____ Temporarily park in a "No Parking" area
location : _____

_____ Use of gators/UTV/ATV on City streets

_____ Use of City Park (specify park :
Electrical Needs: _____

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

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

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

_____ Fireworks (specify location :)

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

_____ Yield signs for crosswalks

_____ Emergency "No Parking" Signs

_____ Garbage/Recycling Barrels

_____ Traffic cones

_____ Street Sweeping following (parades)

Picnic Tables

_____ Other (please specify :)

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

_____ Amplified Sound/Speaker System

_____ Recorded/Live Music

_____ Public Address System

_____ If so: BMI/ASCAP License obtained?

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

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

Will handwashing/hand sanitizer stations be provided? Yes _____ No If yes, how many? 1

Contact Person: Jeremy Vittetae

Phone: 319-461-8917

7. INSURANCE

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

Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

8. AGREEMENT

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

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

[Handwritten Signature]

Applicant/Sponsor Signature

8/9/13

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
_____	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtونيowa.gov
_____	Police Chief	Jim Lester	319-458-0264	jlester@washingtونيowa.gov
<u>8/10/23</u>	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtونيowa.gov
_____	Streets	JJ Bell	319-653-1538	jjbell@washingtونيowa.gov
<u>8/10/23</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtونيowa.gov
_____	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: _____



Insurance Quote

Dear: Kathy Dean, C.M.G. Agency, Inc.

Date: Jul 25, 2023

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk. Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

Insured: St James Church Of Washington Iowa
Insured ID: 64480830

RPS Reference #: 5150626A

Mailing Address: 602 W 2nd Street Washington, IA 52353

Physical Address: 606 W 3rd Steet on the front Lawn of KC Hall, Washington, IA 52353

Carrier: Founders Insurance Company / Admitted

AM Best Rating: A XIII

Policy Period: 9/10/2023 to 9/15/2023

Coverage: Liquor Liability

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: \$289.00
Fees (fully earned): Broker Fee - RPS \$125.00
Service Fees \$150.00

Taxes:

Home State: IA
TOTAL: \$564.00

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE THE ADDITIONAL PREMIUM WILL BE PLUS TAX OF .

Commission: 10%

Minimum Earned Premium: 100%

Conditions/ Subjectivities: per Carrier terms attached

Subject to Fully Completed, Signed & Dated Application at time of Binding.

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the Insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
AUGUST 15, 2023**

POLICE	GALLS LLC	UNIFORM - NEW HIRE	155.82
	HY VEE CATERING	ILEA MEALS / FRAISE	2327.70
	KCTC	PHONE & INTERNET	232.70
	O'REILLY AUTOMO	VEHICLE MAINTENANCE	48.81
	ACE-N-MORE	BLDG MAINTENANCE SUPPLIES	8.59
	EMBROIDERY BARN	PATCHES	6.00
	ALTENHOFEN, BEN	MILEAGE MEAL REIMBURSEMENT	174.22
	AMAZON CAPITAL	EVIDENCE SUPPLIES, SAFE	166.66
	BDH TECHNOLOGY	IT CONTRACT, SOFTWARE RENEW	754.88
	WASHINGTON DISC	REPAIR	38.06
	RANGEMASTERS TR	SUPPLIES	109.49
		TOTAL:	4022.93
FIRE	ALL AMERICAN PE	PEST CONTROL	32.50
	ARMSTRONG HEATI	A/C & FURNACE SERVICE	614.21
	GALLS LLC	FLASHLIGHTS, SUPPLIES	136.86
	KCTC	PHONE & INTERNET	288.80
	EASTERN IOWA CH	TESTING	45.00
	ACE-N-MORE	SUPPLIES	27.15
		TOTAL:	1144.52
EMS	BOUND TREE MEDI	GLOVES	365.79
		TOTAL:	365.79
DEVELOPMENT SERVICES	CINTAS FIRST AI	FIRST AID SUPPLIES	133.65
		TOTAL:	133.65
LIBRARY	ALL AMERICAN PE	PEST CONTROL	40.00
	ALLIANT ENERGY	ALLIANT ENERGY	2649.28
	KCTC	PHONE & INTERNET	407.65
	KCII	PROGRAM PROMOTION	123.76
	BAKER & TAYLOR	LIBRARY MATERIALS	2092.20
	CENGAGE LEARNIN	LIBRARY MATERIALS	47.98
	ACE-N-MORE	JANITORIAL SUPPLIES	102.83
	STAPLES BUSINES	OFFICE SUPPLIES	164.36
	AMAZON CAPITAL	LIBRARY MATERIALS	213.78
	NORTMAN, KAREN	WRITERS WORKSHOP	50.00
	PLAYAWAY PRODUC	LIBRARY MATERIALS	124.98
	TOTAL:	6016.82	
PARKS	ALLIANT ENERGY	ALLIANT ENERGY	1804.01
	COBB OIL CO., I	FUEL	62.96
	KCTC	PHONE & INTERNET	340.21
	IMPRESSIONS COM	COMPUTER SERVICE	40.00
	ACE-N-MORE	BLDG MAINT, GROUNDS, SUPPLIES	1022.42
	STOUT COMPANIES	CHEMICALS AND FERTILIZERS	894.65
	BLUE MOON SATEL	PORTABLE TOILETS	288.00
	AMAZON CAPITAL	SUPPLIES	66.17
	SHERWIN-WILLIAM	NEW DAWN STAIN, PAVILION PRIM	1961.64
	4-M PLUMBING &	WELLNESS PARK RR	68.98
EGLI LANDSCAPES	WELLNESS PARK PLANT ADDITION	161.22	
	TOTAL:	6710.26	
POOL	ACCO	CHEMICALS	3728.99

	ALLIANT ENERGY	ALLIANT ENERGY	4758.59
	KCTC	PHONE & INTERNET	85.94
	ACE-N-MORE	POOL SUPPLIES	29.16
	AMAZON CAPITAL	POOL SUPPLIES	171.86
		TOTAL:	8774.54
CEMETERY			
	KCTC	PHONE & INTERNET	120.28
	ACE-N-MORE	SUPPLIES, OLD MONUMENT REPAIR	31.96
	LOWRY EQUIPMENT	GEAR BOX REPAIR	43.49
	WASHINGTON DISC	LAWNMOWER TIRES	253.90
		TOTAL:	449.63
FINANCIAL ADMINISTRAT			
	ALL AMERICAN PE	PEST CONTROL	32.50
	ALLIANT ENERGY	ALLIANT ENERGY	38.67
	WMPF GROUP LLC	LEGAL ADVERTISING, ADVERTISING	921.98
	WASH CO RECORDER	RECORDING FEES	110.00
	KCTC	PHONE & INTERNET	1267.82
	KCII	ADVERTISING	620.70
	LIBERTY DOORS I	DOOR LOCK	77.00
	ACE-N-MORE	SUPPLIES	79.90
	GOOGLE LLC	EMAIL SUBSCRIPTION	396.00
	ACCESS SYSTEMS	COPIES & COPIER MAINTENANC	12.54
		TOTAL:	3557.11
AIRPORT			
	VETTER'S INC-CU	WATER	42.24
	KCII	ADVERTISING	123.76
	MIDWEST LIQUID	MAINTENANCE FUEL SYSTEM	2049.46
	WEST LAWN CARE	AIRPORT MOWING	2265.00
	TITAN AVIATION	JET FUEL	61728.51
	BAUTISTA MIRAND	JULY CLEANING	300.00
		TOTAL:	66508.97
ROAD USE			
	COBB OIL CO, IN	FUEL	952.05
	GIERKE ROBINSON	CHALK LINE & CONCRETE BROO	360.51
	COBB OIL CO., I	FUEL	170.98
	RIVER PRODUCTS	STONE AND SAND	361.13
	IDEAL READY MIX	E 2ND & E MAIN, 9TH & VAN BUREN	3087.00
	DOUDS STONE LLC	ROADSTONE	331.23
	EASTERN IOWA CH	TESTING	45.00
	ACE-N-MORE	KNIFE, WRENCH & SUPPLIES	617.79
	THOMPSON TRUCK	SEAT COVER	79.99
	ZARNOTH BRUSH W	STREET SWEEPER BROOM	940.40
	HI-LINE INC	NUTS, BOLTS	213.28
		TOTAL:	7159.36
STREET LIGHTING			
	ALLIANT ENERGY	ALLIANT ENERGY	12019.19
	ELECTRICAL ENGI	ST LIGHTS - DOWNTOWN	3494.00
		TOTAL:	15513.19
K-9 PROGRAM			
	KEPHART, ERIC	REIMBURSEMENT FOR DOG FOOD	35.30
		TOTAL:	35.30
LIBRARY GIFT			
	WMPF GROUP LLC	LEGAL ADVERTISING	101.45
	MANGO LANGUAGES	LANGUAGE LEARNING SERVICE	1312.50
		TOTAL:	1413.95
WATER PLANT			
	ALL AMERICAN PE	PEST CONTROL	35.00

	ALLIANT ENERGY	ALLIANT ENERGY	21920.91
	DEPOSIT REFUNDS	DEPOSIT REFUNDS	363.44
	WASHINGTON ELECTRIC	RESET FAULT ON VALVE	70.00
	KCTC	PHONE & INTERNET	158.67
	WATER SOLUTIONS	CHEMICALS	7364.60
	FERGUSON WATERW	METER	1198.81
		TOTAL:	31111.43
WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	29.44
	KCTC	PHONE & INTERNET	104.31
	CORE & MAIN LP	SADDLE STRAPS & CORP STOPS	3250.00
	GAZETTE COMMUNI	EMPLOYMENT ADVERTISING	149.50
		TOTAL:	3533.25
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	475.00
	MID-AM RES. CHE	CLEANER	385.26
	JETCO	GRIT PUMP WORK	2180.60
	KCTC	PHONE & INTERNET	297.67
	MARIE ELECTRIC	SERVICE	103.16
	IA DEPT OF NATU	DISCHARGE PERMIT 9271001	1275.00
	USA BLUEBOOK	PARTS	447.74
	EASTERN IOWA CH	TESTING	90.00
	ATCO INTERNATIO	ENZYMES FOR DIGESTION	406.50
	MIDWEST OVERHEA	CRANE INSPECTIONS	1029.60
	VEOLIA WATER TE	V V BULBS	2322.48
		TOTAL:	9013.01
SEWER COLLECTION	ALLIANT ENERGY	ALLIANT ENERGY	1034.25
	KCTC	PHONE & INTERNET	104.31
	ACE-N-MORE	VAC TRAILER FITTING, KEYS, SUPPLIES	61.67
	GAZETTE COMMUNI	EMPLOYMENT ADVERTISING	149.50
		TOTAL:	1349.73
SANITATION	JOHNSON COUNTY	GARBAGE STICKERS	4275.00
		REFUSE AND RECYCLING	48209.80
		TOTAL:	52484.80
		GRAND TOTAL	219298.24

*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*

Grinding or Mud-Jacking Repairs

If you are going to repair your non-compliant sidewalks by means of grinding or mud-jacking you must meet the following criteria:

1. You will need to get an excavation permit at City Hall to work in the right-of-way.
2. You need to have the area inspected by city staff prior to the work being done to ensure that the area will qualify of this type of repair.
3. Repairing with this type of fix can not cause the sidewalk to qualify for a different type of hazard.
4. Grinding and mud-jacking will only be allowed at the control joint between sidewalk slabs. The repair will not be allowed at a crack within the sidewalk panel.
5. Grinding will not be allowed if it removes more than half the thickness of the material.

Sidewalk Inspection Program
for
The City of Washington



Adopted: 2017

Last Reviewed: 08/15/2023

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.

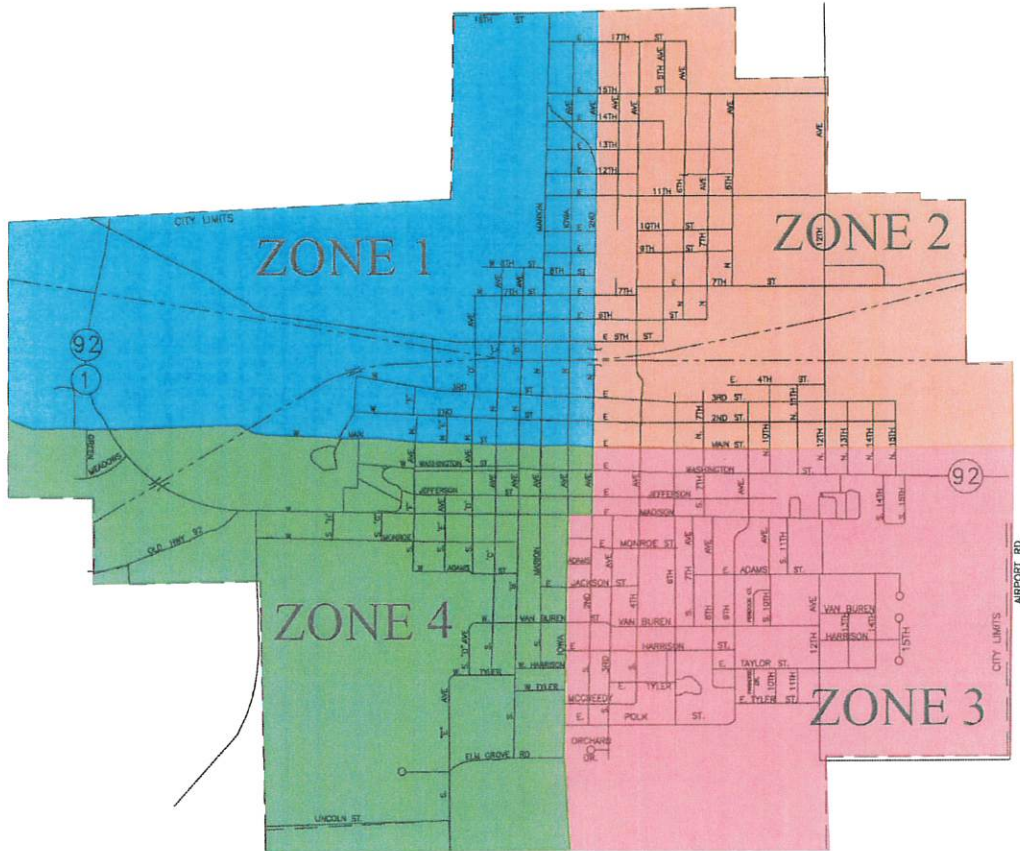


Figure 1

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

- Zone 1Figure 2
- Zone 2Figure 3
- Zone 3Figure 4
- Zone 4Figure 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. 14th St.	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.14 th St.	N. 2 nd Ave.	N. 5 th Ave.
E.14 th St.	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. 2 nd Ave.	E. Main St.	E. 17 th 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. 6 th Ave.	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 with $\frac{3}{4}$ " separation, or having sidewalk panel has one or more loose pieces or sidewalk panel is cracked into 3 or more pieces with or without separation.

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:

Most cases the sidewalk will need to be replaced. If the sidewalk has a vertical separation and is approved by the city inspector to be a candidate for grinding or mud-jacking, that will be allowed provided, the work is contracted by the homeowner. If the sidewalk repair is conducted by the city it will be by replacement.

If a sidewalk is in need of ~~repair~~ replacement 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 encore 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.

If the repair at a property is approved for grinding or mud-jacking and the work is completed by a contractor, the city will reimburse to the property owner 50% of the actual invoice charges up to a maximum of the amount of calculated reimbursement of the replacement of the sidewalk. If the work is performed by the homeowner, there will be no reimbursement for services.

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.

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



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

MEMO

To: City Council & Mayor Pro Tem
CC: City Clerk, City Administrator
From: Brendan DeLong, Fire Chief
Re: Storage Building Expansion

Council –

I am requesting approval to expand our current storage building on the east side of the fire station. We are looking to add a 24ft x 22ft expansion to the existing building. This will allow us to be able to store our future foam trailer (if approved), our new boat, and our dive trailer. All our equipment will be on one campus which is crucial for response.

The money to fund this expansion is 100% funded through donations, and fireman's association money. There will be **NO** cost to the city's budget. All the proper permits and inspections will be completed through the City's building department.

If approved – we'd like to get going on the work ASAP. We would like to have it done prior to winter. The fireman's group took bids – and currently have a contractor selected.

Attached is a building picture – and a drawing that shows what we are wanting to do.

I plan to be at the meeting to answer any questions.

Thank you for your support!

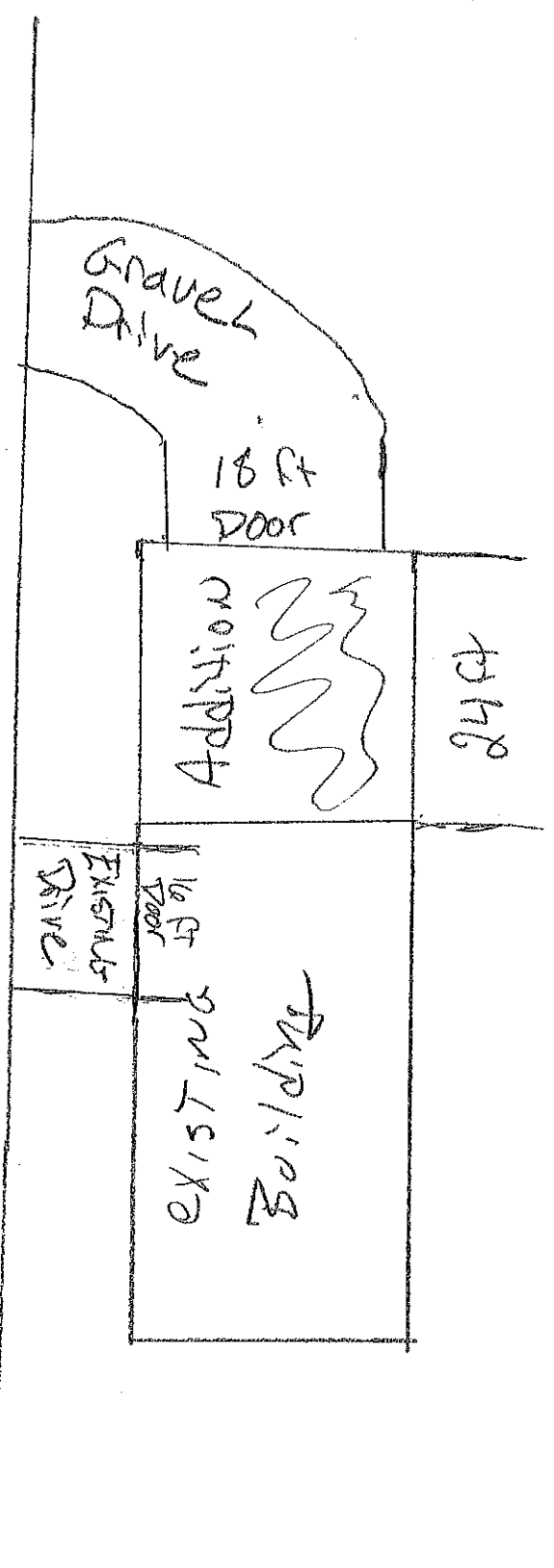
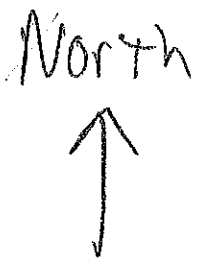
Brendan S. DeLong
Fire Chief



2
→

FIRE STATION

STREET



*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*

August 15, 2023

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

From: Deanna McCusker
City Administrator

Re: Bids for the Library Makerspace Project

Bids for the Library Makerspace Project were opened on Thursday, August 10th at 2:00pm.
Bids were received from 4 companies:

SG Construction	\$416,165
Knutson Construction	\$475,200
Sheets Design Build	\$487,700
Reed Construction	\$400,360

With Reed Construction being the lowest responsible bidder at \$400,360, it is the recommendation that Reed Construction be awarded the Library Makerspace Project.

RESOLUTION NO. 2022-_____

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR 2023
WASHINGTON PUBLIC LIBRARY MAKERSPACE PROJECT**

WHEREAS, the construction project known as “2023 Washington Public Library Makerspace Project: has been designed and publicized for bid, and bids were received on August 10, 2023.

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

Section 1. That the following bid for the construction of certain public improvements described in general as “2023 Washington Public Library Makerspace Project” be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Reed Construction
2317 Grant St
Bettendorf, IA 52722

Amount of Bid: \$400,360

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

PASSED AND APPROVED, this 15th day of August 2023.

Illa Earnest, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

RESOLUTION NO. 2023-_____

**A RESOLUTION ADOPTING PRELIMINARY PLANS AND ESTIMATE OF COSTS
FOR THE PAVEMENT STRIPING AND SIGNALIZATION PROJECT**

WHEREAS, Veenstra & Kimm, Inc. has prepared preliminary plans, and estimate of cost for the improvement to the intersection of Hwy 92 & S 12th Avenue and 3-4 lane conversion striping described in general as "Pavement Striping and Signalization Project"; and,

WHEREAS, plans will be finalized and a public hearing will be held at a later date on the final plans, specifications, contract and final opinion of cost.

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

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

PASSED AND APPROVED this 15th day of August, 2023.

Illa Earnest, 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

August 11, 2023

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

From: Deanna McCusker
City Administrator

Re: Funding Sources for the Pavement Striping and Signalization Project

We have been working with the DOT and Region 10 Regional Planning on funding for the Pavement Striping and Signalization Project. This project will include adding traffic signals at the intersection of Hwy 92 (E. Washington) & S. 12th Avenue and the 3-4 lane conversion. The total estimate of cost for the project is \$522,255.

Funding sources for the project is as follows:

- \$87,000 HSIP grant
- \$369,935 USTEP, with \$200,000 and local match of \$169,935
- \$65,320 STBG, with \$52,256 and local match of \$13,064
- \$182,999 of local match will come from RUT

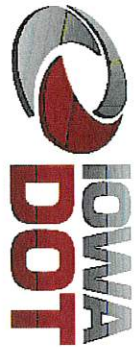
Project	\$522,255
HSIP	(87,000.00)
USTEP	(200,000.00)
STBG	(52,256.00)
City	(182,999.00)

With all the various funding sources being used for the project, we have separate agreements that need to be approved and signed. I would recommend that we approve the HSIP, USTEP, and the STBG agreements.

WASHINGTON COUNTY

WORK TYPE
PROJECT NUMBER

LETTING DATE
01-17-2024



Highway Division

PLANS OF PROPOSED IMPROVEMENTS ON THE
URBAN ROAD SYSTEM

CITY OF WASHINGTON

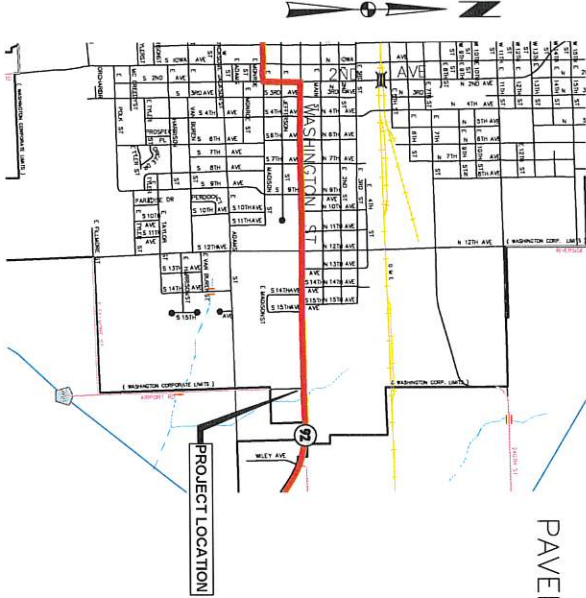
PAVEMENT STRIPING AND SIGNALIZATION

HWY 92 FROM MADISON ST TO WILEY AVE

SCALE: As noted

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2009, plus current Supplemental Specifications and Special Provisions shall apply to construction work on this project.

Value Engineering Items. Refer to Article 1105.15 of the Specifications.



MILEAGE SUMMARY

Div.	Location	Lin. Ft.	Miles
1	STATION 185+70 TO STATION 267+50	8200	1.55
TOTAL LENGTH OF PROJECT		8200	1.55

DESIGN DATA	URBAN
2018 AADT	8,300 V.P.D.
1998 AADT	8,000 V.P.D.
2023 DHV	830 V.P.H.
TRUCKS	8 %
Total Design ESALS	---

REVISIONS	TOTAL SHEETS
PROJECT IDENTIFICATION NUMBER	10-16-05
PROJECT NUMBER	10-16-05
R.O.W. PROJECT NUMBER	10-16-05
XXXX-XX-X(XX)-XX-XX	10-16-05

INDEX OF SHEETS

No.	Description
A-01	Title Sheet
B-01	Typical Cross Sections and Details
C-01 - C-08	Quantities and General Information
CD-01 - CD-02	Demolition Plan
D-01 - D-02	Paving Plan
E-01	Sign and Control Points
F-01	Traffic Control and Striping
K-01 - K-09	Pavement Marking Sheets
L-01 - L-02	Intersection Geometry
N-01 - N-08	Traffic Signal
S-01 - S-02	Sidewalks

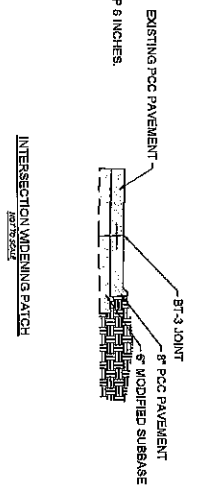
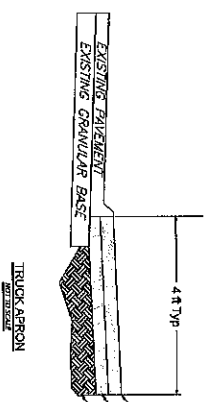
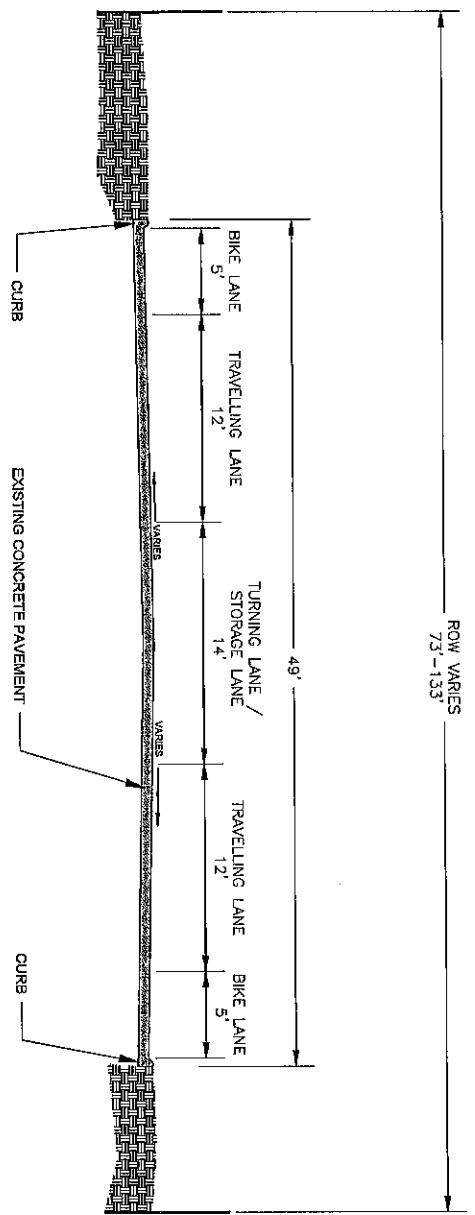
PRELIMINARY PLANS

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

Signature of Professional Engineer: _____ Date: _____

Signature of Draftsman: _____ Date: _____

Project No. 24653, Revision No. 01, Issued Date: December 31, 2023



TYPICAL SECTION

ENGINEER	DATE	DESIGN TEAM	PROJECT NUMBER	SHEET NUMBER
VENENSTRA & KIMM, INC.	07/15/2023	VENENSTRA & KIMM, INC.	VK 24653	B.01
WASHINGTON			PROJECT NUMBER	REVISION
COUNTY			PROJECT NUMBER	REVISION
COUNTY			PROJECT NUMBER	REVISION
COUNTY			PROJECT NUMBER	REVISION

QUANTITIES & ESTIMATE REFERENCE

ESTIMATED QUANTITIES			
ITEM NO.	ITEM CODE	ITEM	UNIT
1	2102-271070	EXCAVATION CL 10, ROYAL-ROCKROW	CY
2	2102-271080	EXCAVATION CL 15, WASTE	CY
3	2106-420005	TOPSOIL, FILLUP/SPREAD	CY
4	2110-010000	HOODED SUBBASE	CY
5	2121-420100	GRAVELLY SAND, TYPE A	TON
6	2211-420100	BASE WEDGING, 6" MAX	SY
7	2301-100000	STRIP-FRCC PAVT, CL 2 CL 3, 5"	SY
8	2303-041500	PAV'T BASE, 1/2"	TON
9	2303-042004	ASPH BINDER, PG 68-26H	TON
10	2401-470510	PAV'T SIGN	EACH
11	2402-424100	INTAKE SIGN#1	EACH
12	2502-471425	STON SWAY COLUMN/TRENCHER, RCP 2000, 18"	LF
13	2510-470510	PAV'T SIGN	SY
14	2510-470520	PAV'T SIGN-UTILITY ACCESS	EACH
15	2511-470500	PAV'T SIGN	SY
16	2511-470504	SIDEWALK, CONC, 6"	SY
17	2511-470506	SIDEWALK, CONC, 8"	SY
18	2511-470508	SIDEWALK, CONC, 8"	SY
19	2511-470510	DETECTABLE WARNING	SY
20	2524-420010	POST, STEEL	EACH
21	2524-420021	TYPE A SIGN, SHEET ALUM	SP
22	2525-400100	TRAFFIC SIGNALIZATION	LS
23	2528-420000	CONSTRUCTION SURVEY	LS
24	2527-420112	PAINTED PAV'T MARK/CH-BUILD WATERBORNE	SYA
25	2527-420118	PAINTED SYMBOL, LEGEND-BUILD WATERBORNE	EACH
26	2527-420119	PAINT MARK BAND	SYA
27	2527-420120	SYMBOL, LEGEND BAND	EACH
28	2527-420121	SYMBOL, LEGEND BAND	SYA
29	2527-420122	SYMBOL, LEGEND BAND	SYA
30	2528-424510	TRAFFIC CONTROL	LS
31	2528-424510	MOBILIZATION	LS
32	2528-424510	FIRE HYDRANT ASSEMBLY, W/M-201	EACH
33	2528-424510	FIRE HYDRANT ASSEMBLY, REMOVAL	EACH
34	2528-424510	MALCH	ACRE
35	2528-424510	SEED-FERTILIZE (URBAN)	ACRE
36	2528-424510	OPEN THROAT CURB INK SED FL, 18-012	LF
37	2528-424510	MAINT OF OPEN THROAT CURB IN THE SIGNM PLAN	EACH
38	2528-424510	PAV'T SIGN	EACH
39	2528-424510	PAV'T SIGN	EACH
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ENGLISH IOWA DOT DESIGN TEAM VEENSTRA & KIMM, INC.
FILE NAME: Z:\Washington\2003\1011 - Washington Interchange\Drawings\Construction\Drawings & Specifications

WASHINGTON

COUNTY

PROJECT NUMBER

VK 24853

SHEET NUMBER

C-04

REVISED

TABLATIONS

PAVEMENT MARKING SYMBOLS AND LEGENDS

Refer to PM-111

Road Intersect/Location	Location		Side	PAVEMENT MARKING SYMBOLS AND LEGENDS																Remarks								
	Station	Side		STW	RTW	LYR	CRW	CSUP	CTM	CRW	FEW	LYR	RLW	ROD	BSM	WSD	WSS	SCH	XING		STOP	AHEAD	ONLY	BIKE	LANE	EXIT	Groove Cuts	
HENY 92/2ND AVE	188+37	LT	1																									
	188+42	LT	1																									
	188+36	CL																										
	188+42	CL																										
	190+00	CL																										
	190+16	CL																										
	191+60	CL																										
	191+16	CL																										
	191+16	CL																										
	191+84	CL																										
WASHINGTON ST	191+44	CL																										
	193+46	R																										
	193+63	LT																										
	193+77	R																										
	193+80	LT																										
	194+19	CL																										
	194+75	CL																										
	194+24	CL																										
	194+37	LT																										
	194+40	CL																										
194+49	LT																											
194+44	CL																											
196+60	CL																											
196+61	R																											
196+62	LT																											
196+73	R																											
196+78	LT																											
197+65	CL																											
198+30	CL																											
198+82	LT																											
198+84	LT																											
199+05																												
200+18																												
200+52	LT																											
200+64	LT																											
200+85	CL																											
201+46	CL																											
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206+45	LT																											
206+55	CL																											
206+57	LT																											
208+12	LT																											
208+24	LT																											
208+25	RT																											
211+45	CL																											
211+61	LT																											
211+81	CL																											
211+79	LT																											
214+06	LT																											
214+18	LT																											

C.05 TABULATIONS

DATE: 04/21/13 11:20 AM 111 OF 111

ENGLISH IOWA JOB DESIGN TEAM VEENSTRA & KIMM, INC.
165 STATE ST. WASHINGTON, IOWA 52601-1000
WASHINGTON, IOWA
VEENSTRA & KIMM, INC. ARCHITECTS & ENGINEERS
165 STATE ST. WASHINGTON, IOWA 52601-1000

WASHINGTON

COUNTY PROJECT NUMBER

VK 24653

SHEET NUMBER - - - - -

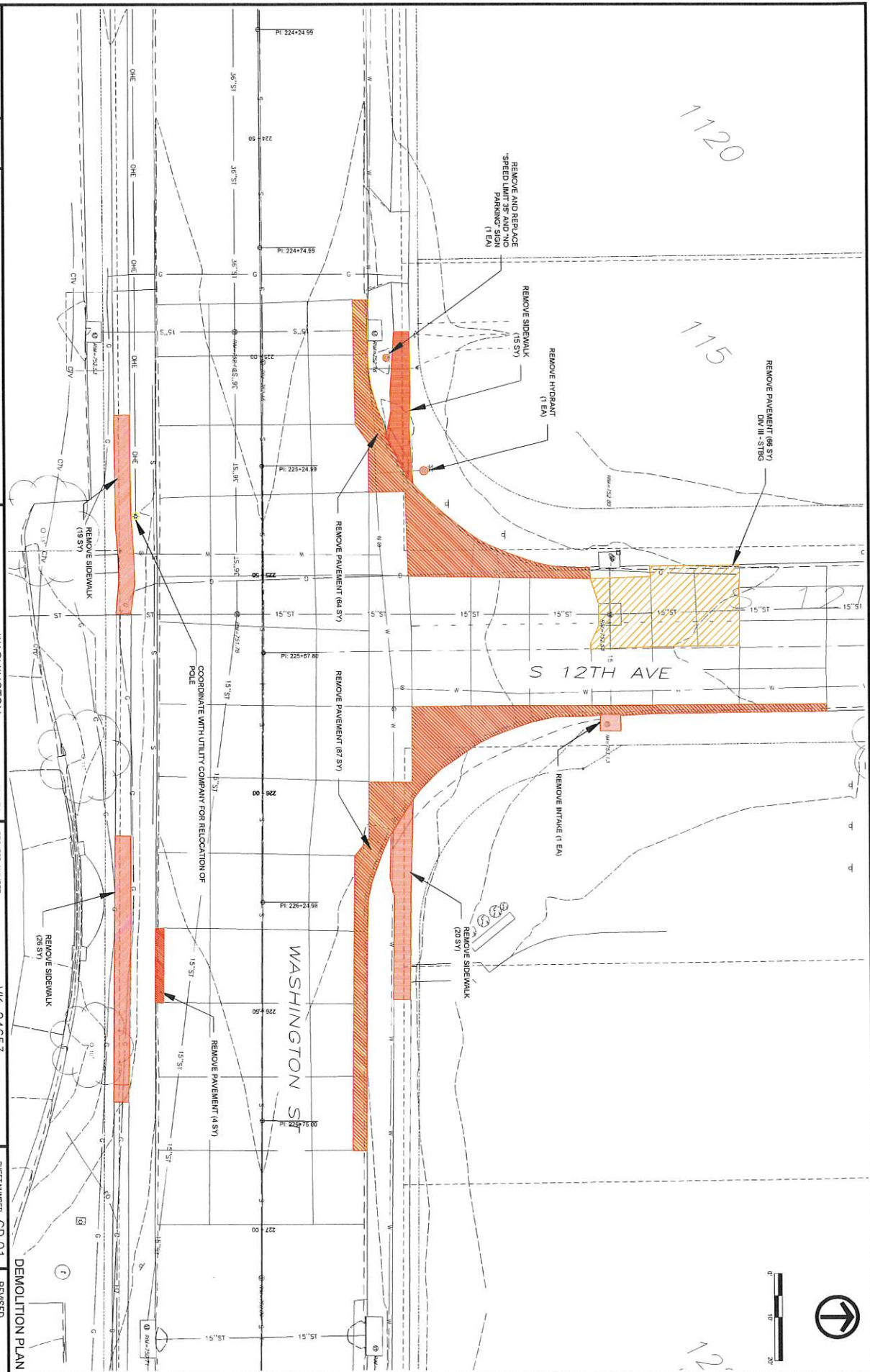
REVISED

C.06 TABULATIONS

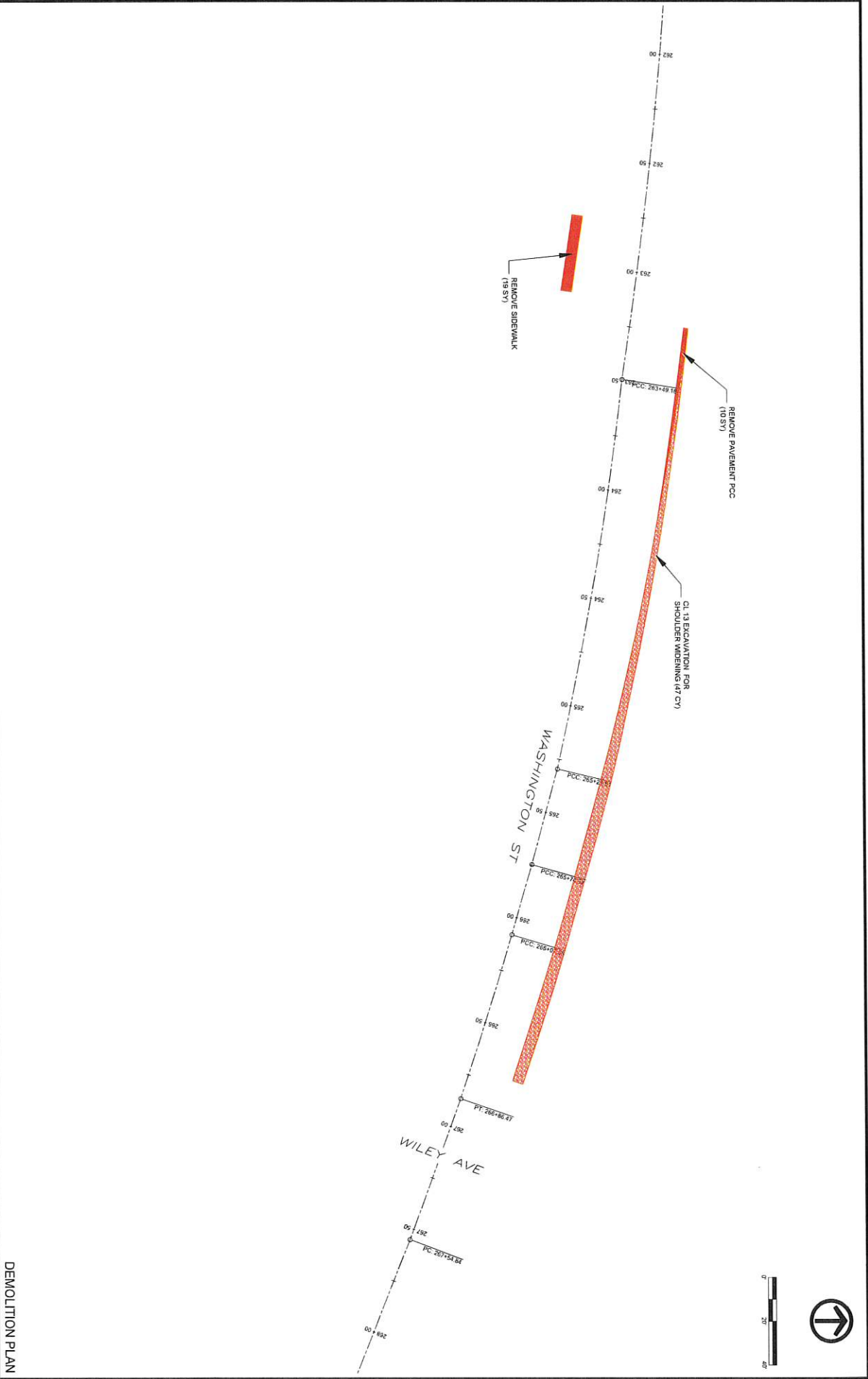
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DATE: 11/15/2005
PROJECT: VK 24653

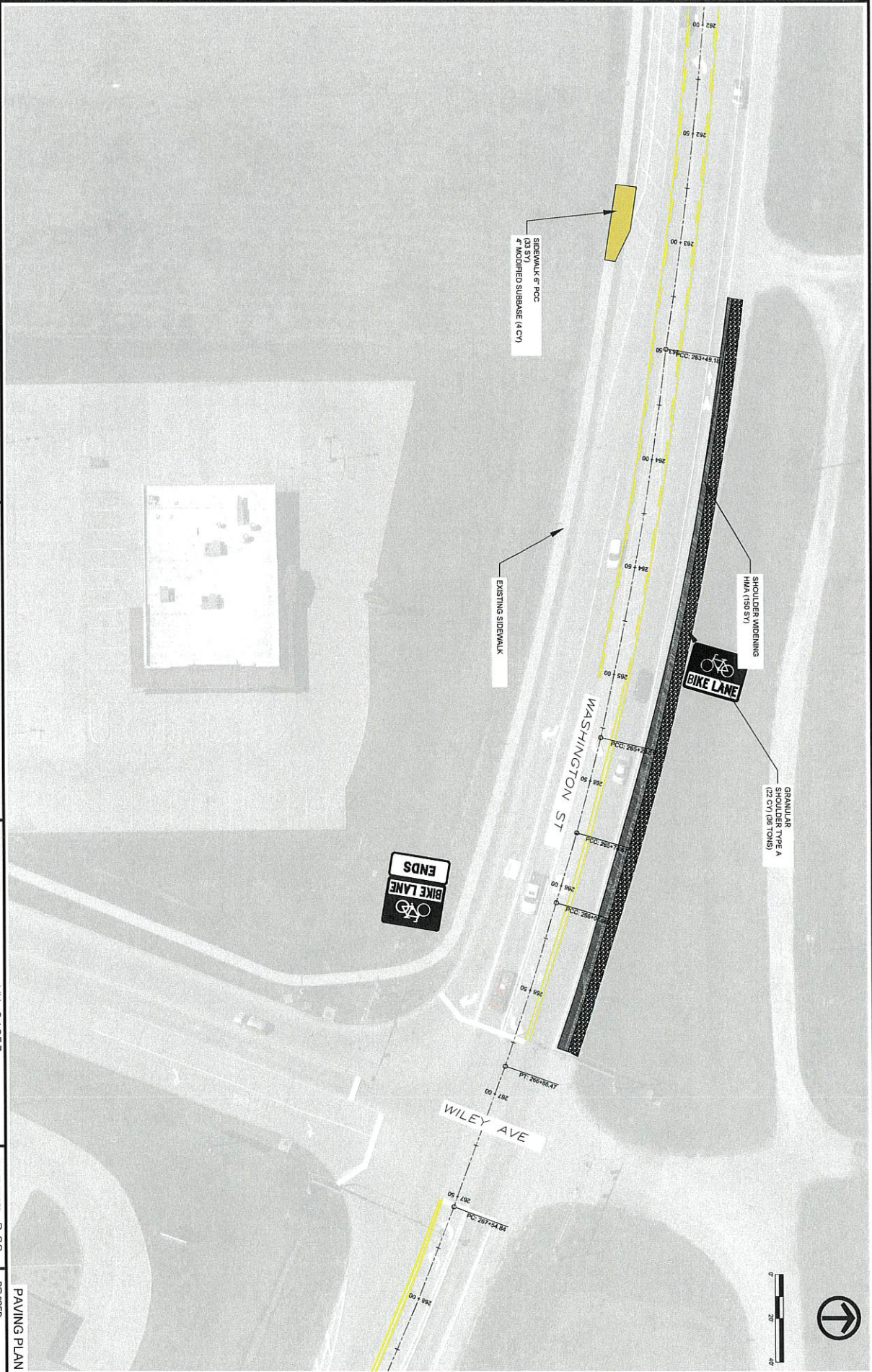
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C.07 TABULATIONS



DEMOLITION PLAN





BIKE LANE ENDS

SIDEWALK 6" PCC
(3 SY)
4" MODIFIED SUBBASE (4 CY)

EXISTING SIDEWALK

SHOULDER WIDENING
HMA (150 SY)



GRANULAR
SHOULDER TYPE A
(27 CY) (38 TONS)

WILEY AVE

WASHINGTON ST

PT. 266+95.47

PC: 267+54.18

PT. 263+48.11

PC: 265+21.21

PC: 262+20.21

PC: 262+20.21

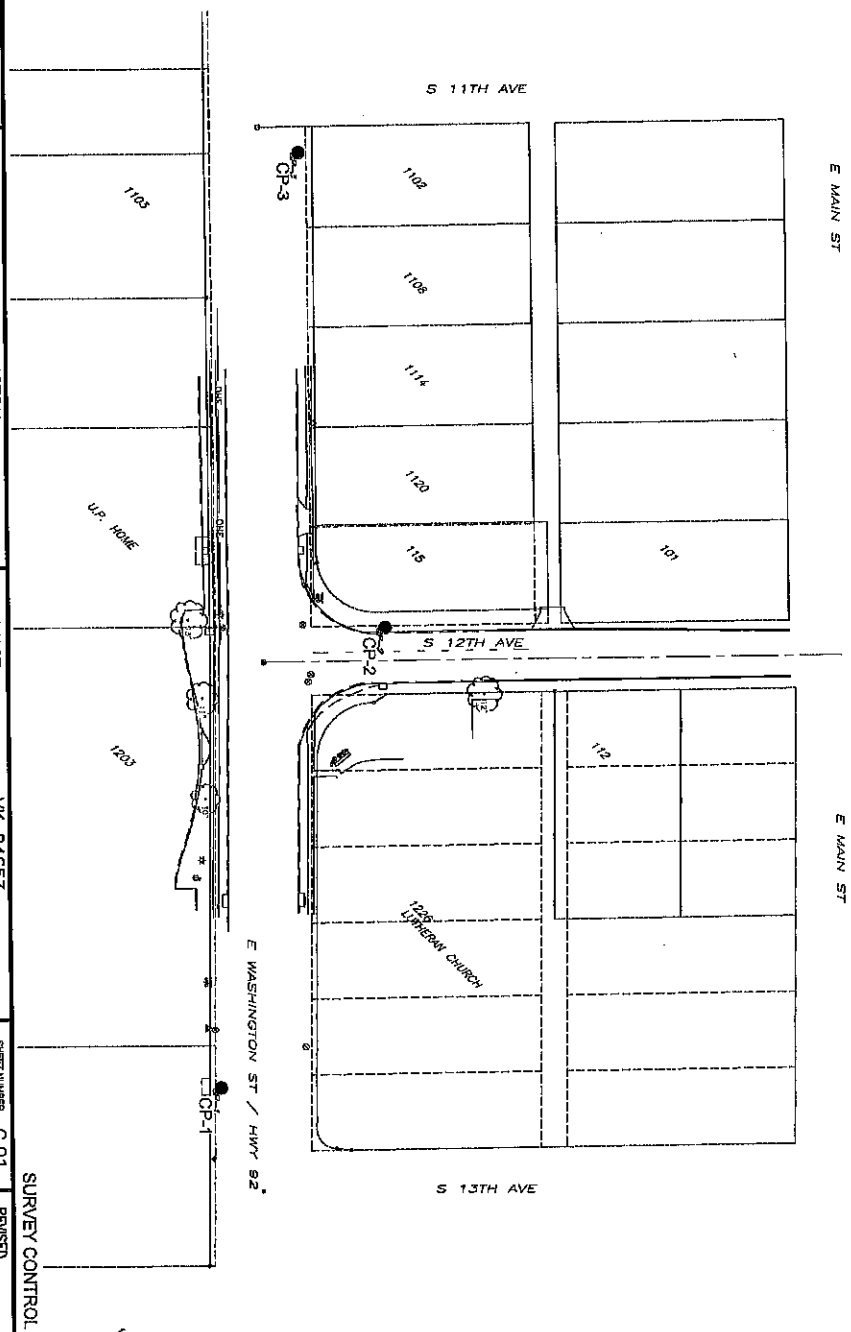
PC: 262+20.21

PC: 262+20.21

PC: 262+20.21



CONTROL POINTS				
Point #	Northing	Easting	Elevation	Description
1	4701861.1	214157.6	751.86	SP-BOX
2	470312.7	214064.4	752.48	SP-BOX
3	47027.46	214044.28	752.11	SP-BOX



ENGINEER: DEAN LUTZ
 DESIGN TEAM: VEENSTRA & KIMM, INC.
 COUNTY: WASHINGTON
 PROJECT NUMBER: VK 24653
 SHEET NUMBER: G-01
 REVISION: SURVEY CONTROL
 DATE: 11/14/2013

General Phasing/Staging/Traffic Control Notes

1. All traffic control devices required by the contract documents shall be furnished, erected, moved, maintained, and removed by the contractor.
2. The location for storage of equipment by the Contractor during non-working hours shall be as approved by the Engineer.
3. Proposed sign spacing may be modified as approved by the Engineer to meet existing field conditions.
4. Permanent signing that conveys a message contrary to the message of the temporary signing and not applicable to the working conditions shall be covered by Contractor with concurrence from Engineer.
5. The Contractor shall submit completed Traffic Control Diary entries to the Engineer weekly.
6. Per 23 CFR 634, "All workers within the right-of-way of a federal-aid highway who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel, which is defined to mean "personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004".
7. Contractor shall notify the City, the Washington County Sheriff, the Iowa DOT District 5 maintenance office, and the Iowa DOT 511 system 10 days prior to any traffic control changes to Highway 1.

Phasing Notes

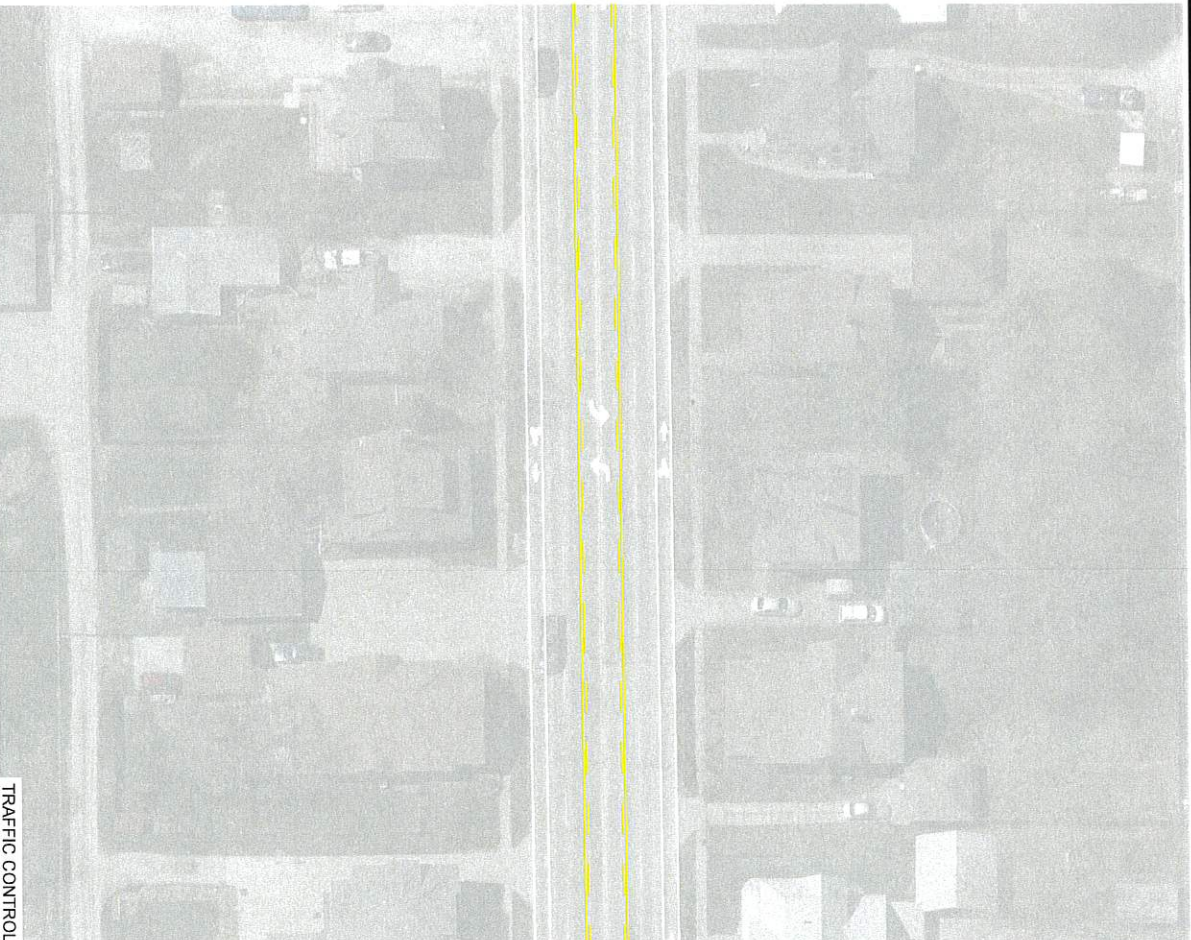
- Phase 1**
1. Striping - N side (3 width)

- Phase 2**
1. Striping - S side (3 width)

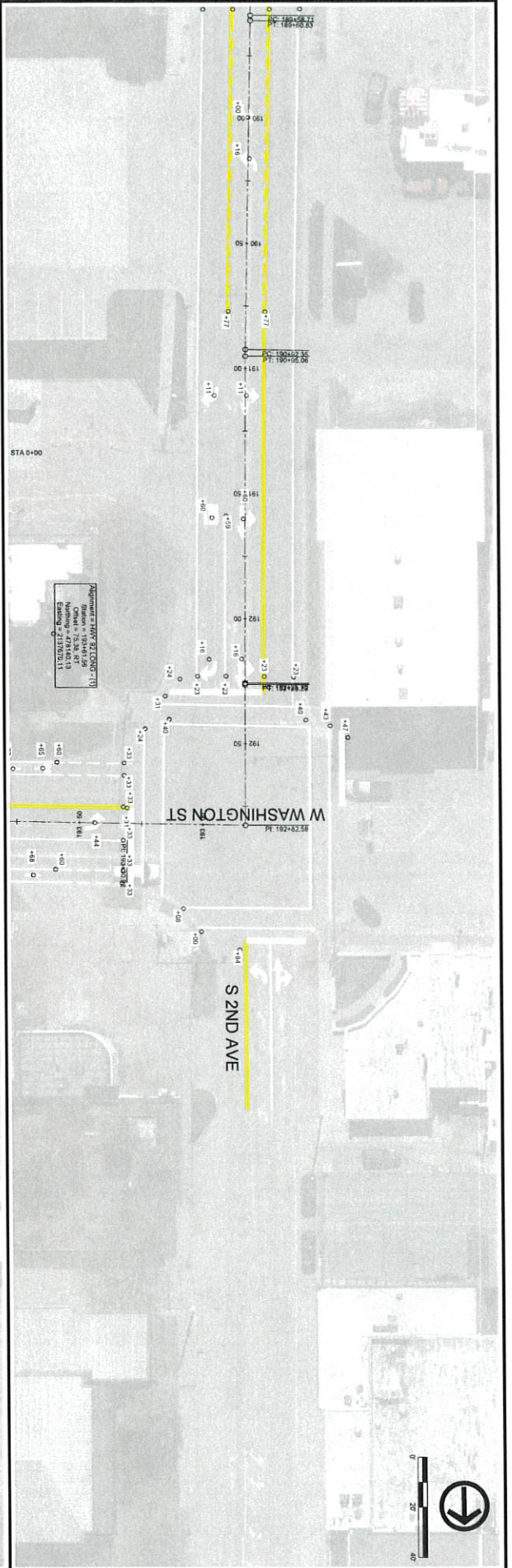
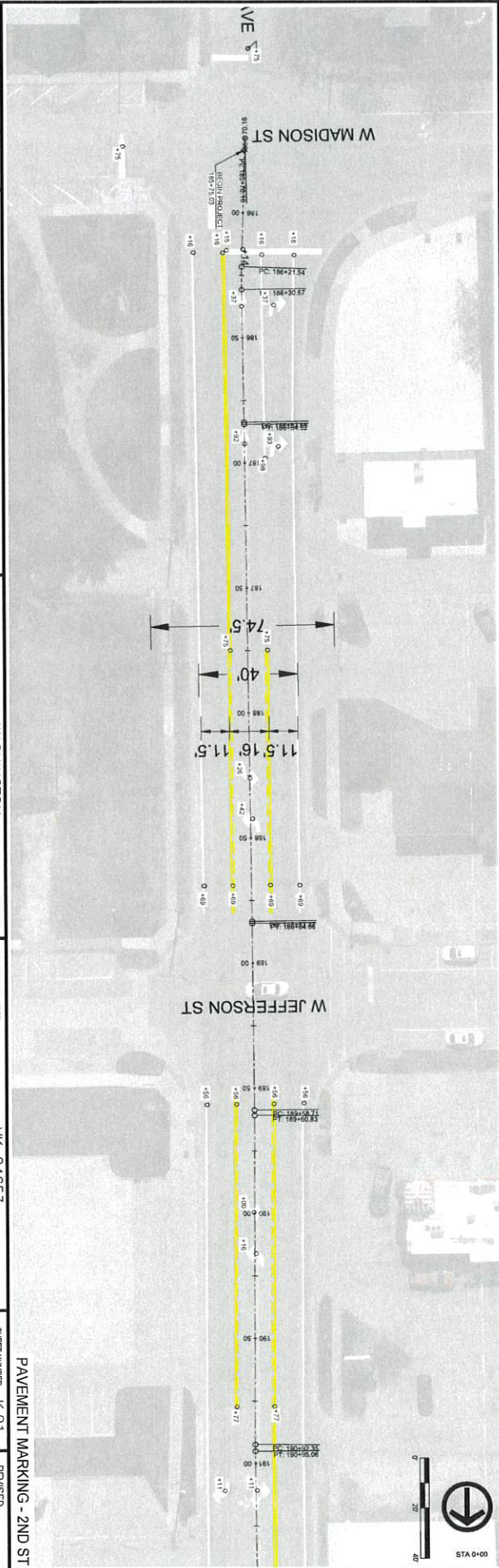
- Phase 3**
1. Intersection widening - Close 12th St
 2. Shoulder Widening - East

- Phase 4**
1. Signal installation

- Phase 5**
1. Stop bars and crosswalks

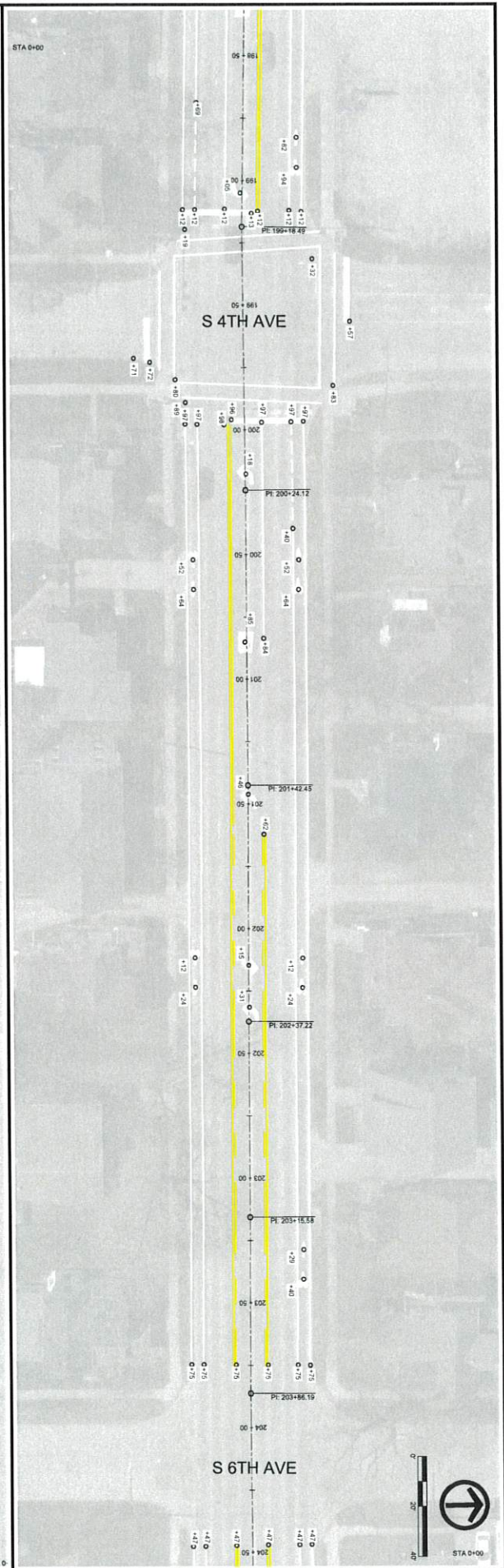
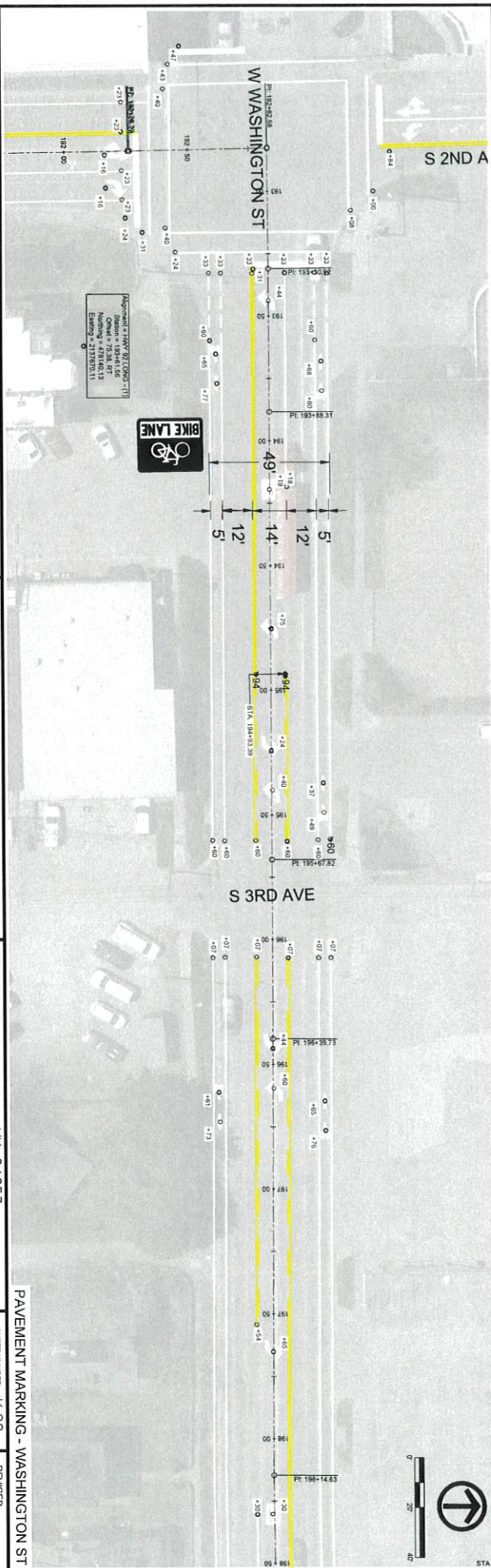


TRAFFIC CONTROL



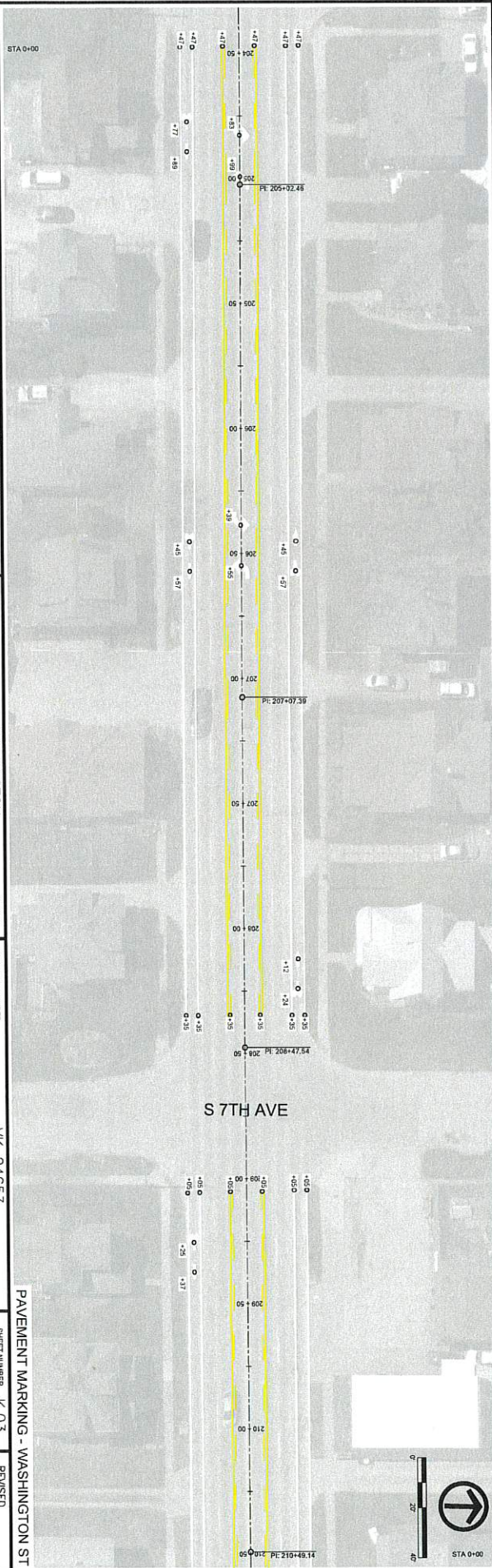
PAVEMENT MARKING - 2ND ST

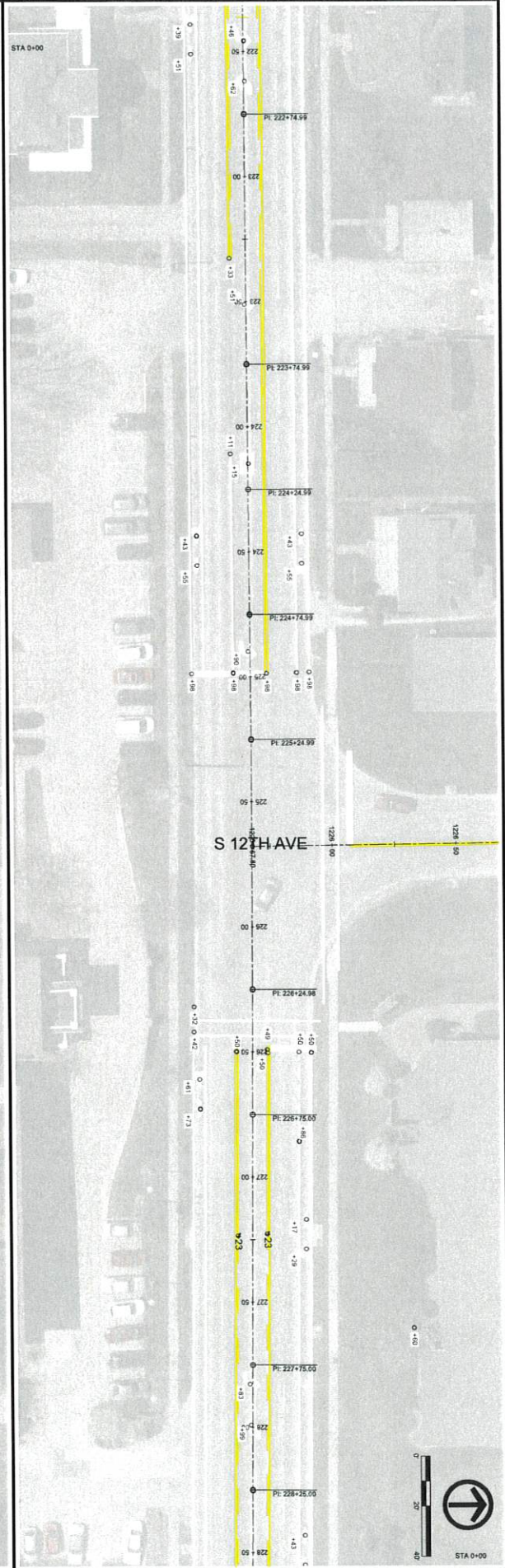
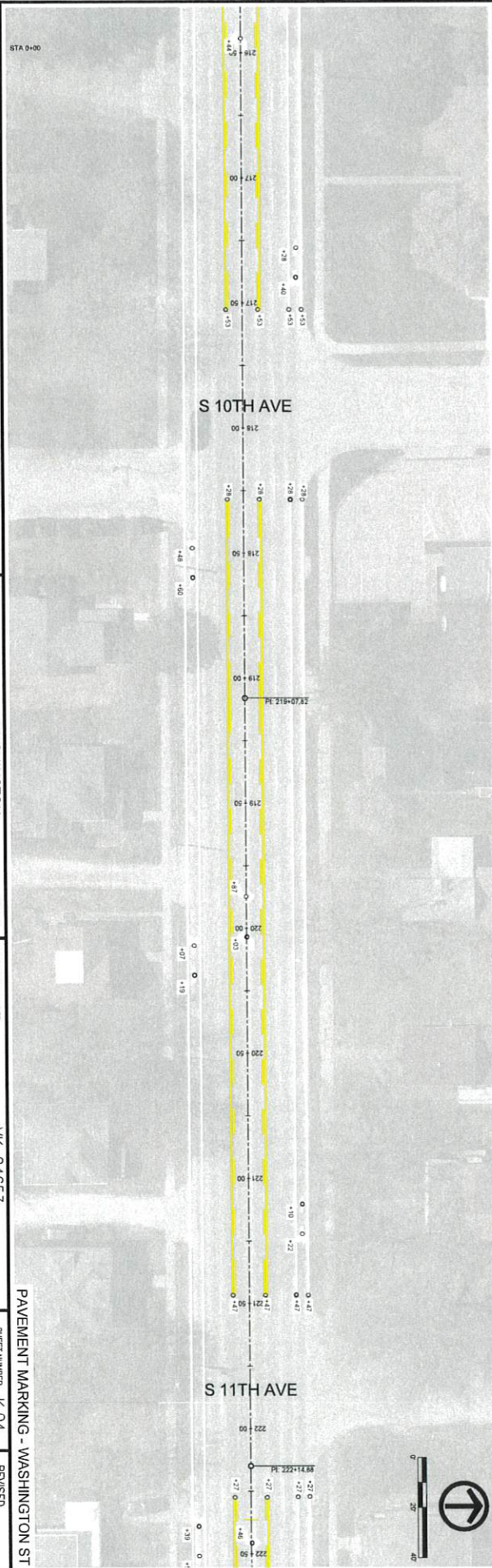
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 PLOTTED: Friday, July 14, 2023 4:02:42 PM



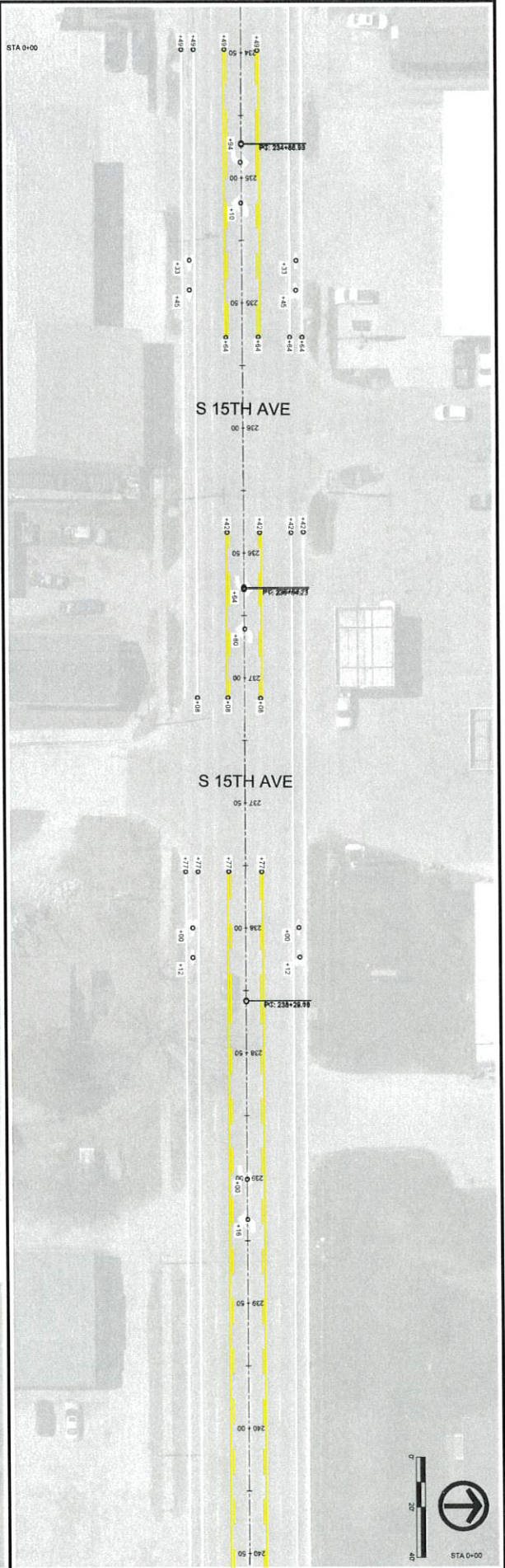
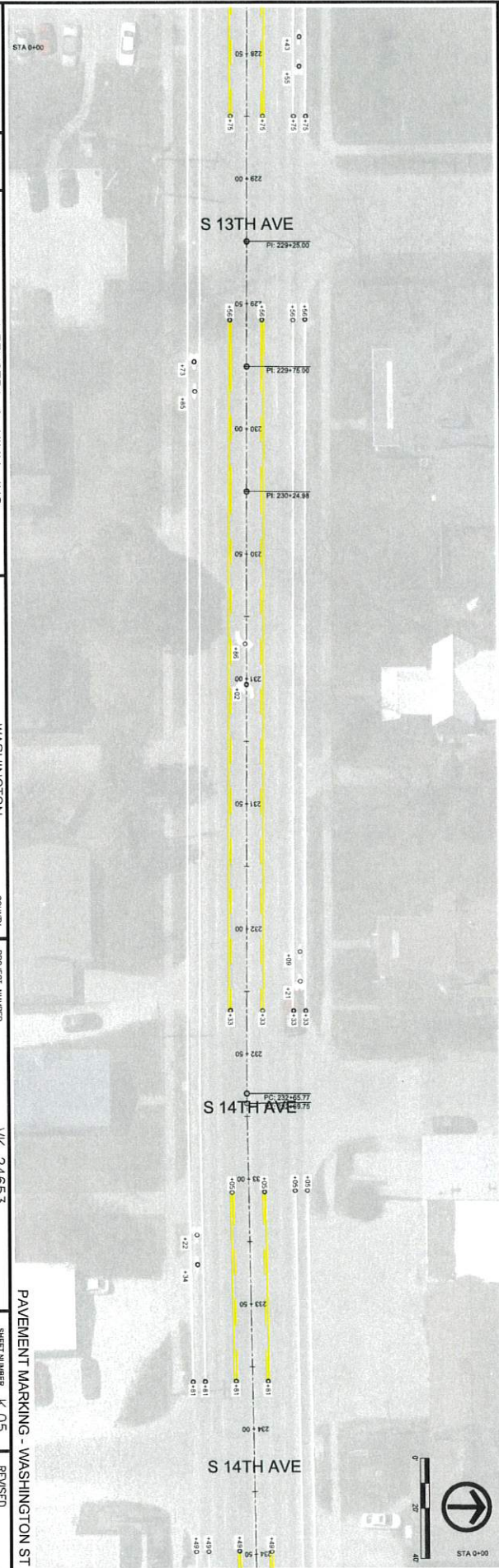
PAVEMENT MARKING - WASHINGTON ST

ENGLISH 100% 00% DESIGN TEAM VEENSTRA & KIMM, INC. WASHINGTON COUNTY PROJECT NUMBER VK 24653 SHEET NUMBER K.03 REVISED
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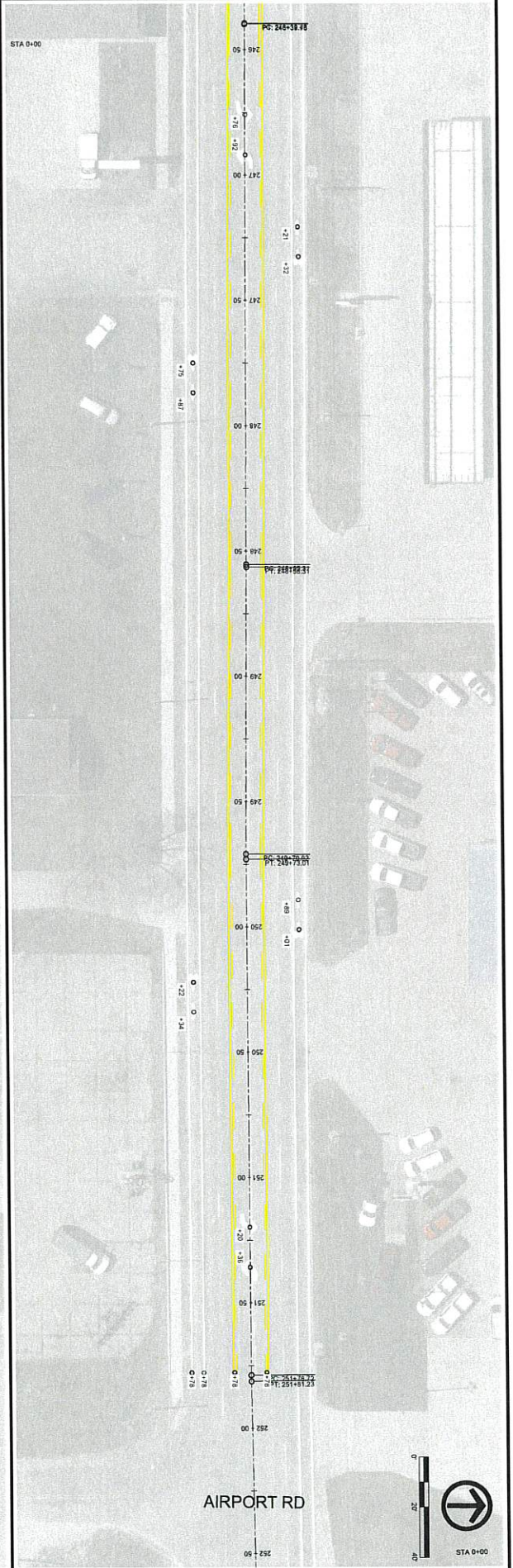
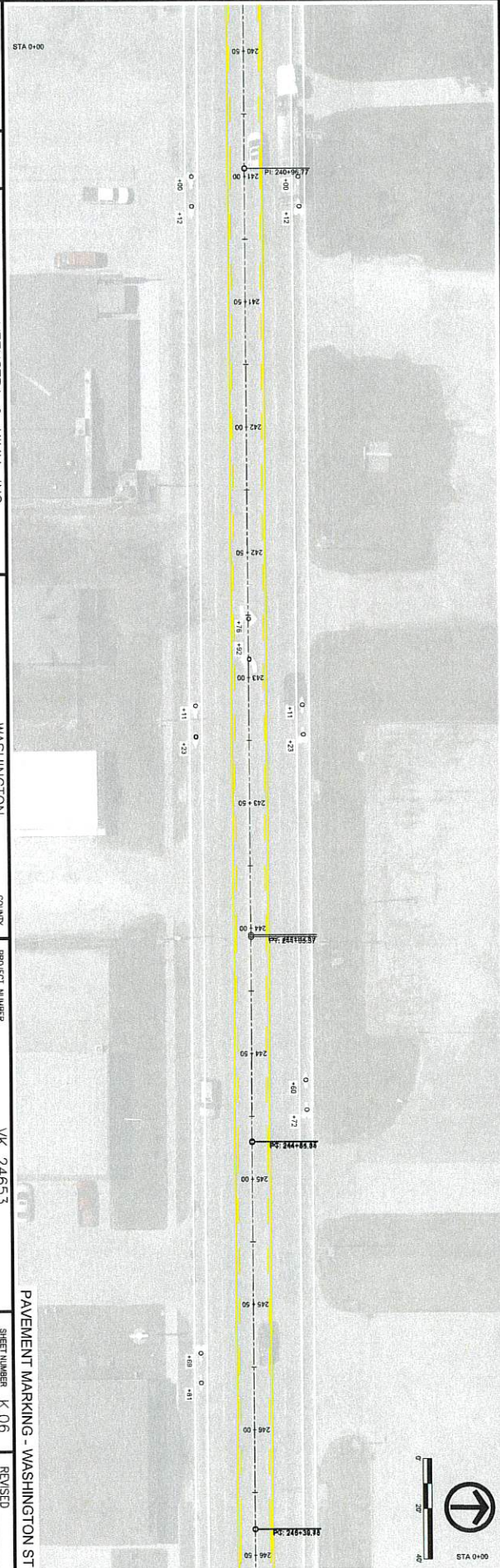




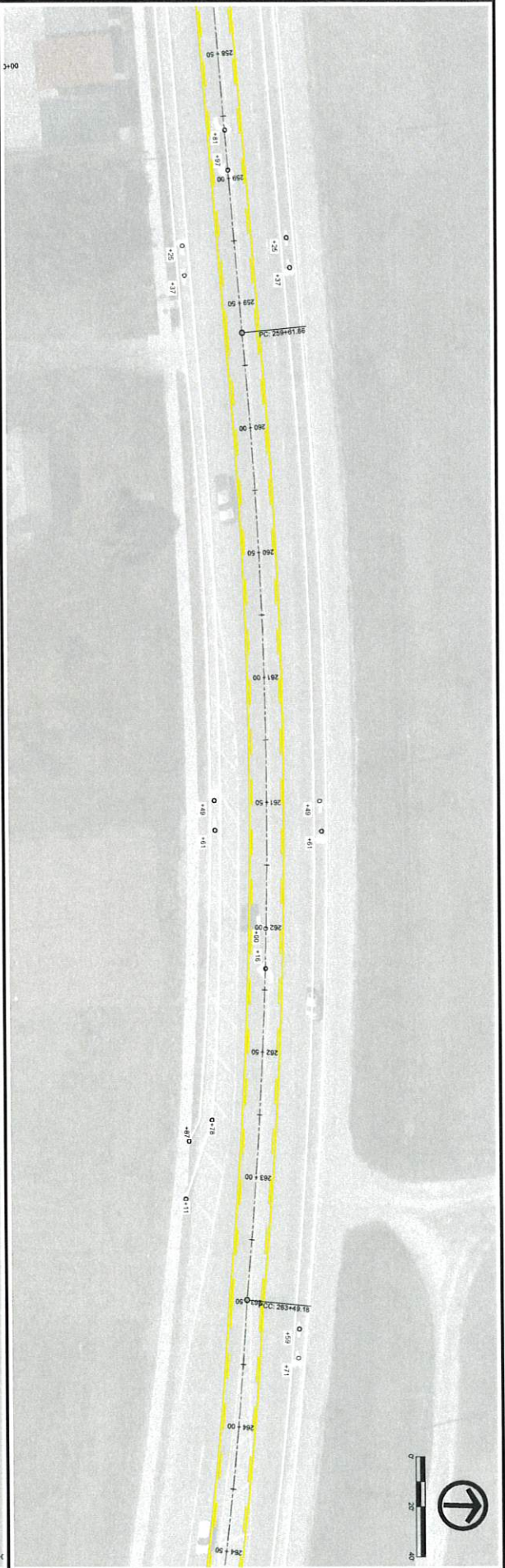
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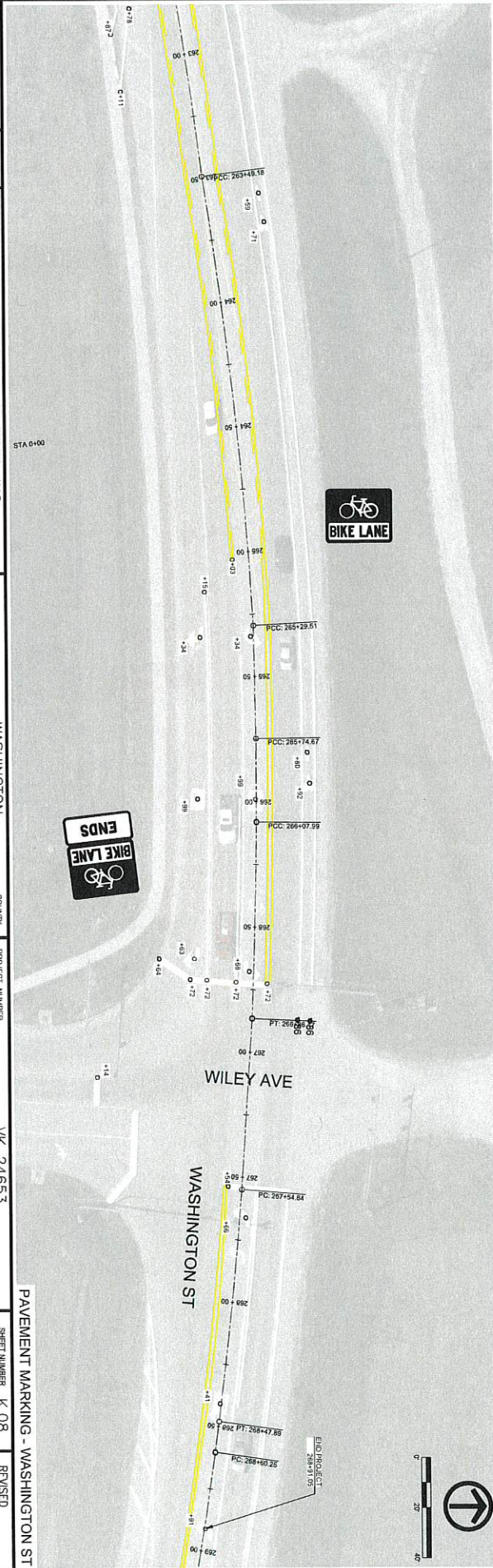


ENGLISH IOWA DOT DESIGN TEAM VEENSTRA & KIMM, INC. WASHINGTON COUNTY PROJECT NUMBER VK 24653 SHEET NUMBER K.06 REVISED
 DATE: 08/14/2013 09:02 AM



ORDER NUMBER: 2024-14-2023-03-27
 DESIGN TEAM: VEENSTRA & KIMM, INC.
 COUNTY: WASHINGTON
 PROJECT NUMBER: VK 24653
 SHEET NUMBER: K.07
 REVISION: REVISED







ENGLISH 10M, 50M, 100M DESIGN 10M, 15M VEENSTRA & KIMM, INC. WASHINGTON COUNTY PROJECT NUMBER VK 24653 SHEET NUMBER K.09 REVISED
 PAVEMENT MARKING - 12TH ST
 THE PROJECT INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.

Point #	Point Description	Elevation	Northing	Easting
27		0.000	478265.6128	214081.2265
28		0.000	478265.6165	214081.2340
29		0.000	478265.6192	214081.2415
30		0.000	478265.6219	214081.2490
31		0.000	478265.6246	214081.2565
32		0.000	478265.6273	214081.2640
33		0.000	478265.6300	214081.2715
34		0.000	478265.6327	214081.2790
35		0.000	478265.6354	214081.2865
36		0.000	478265.6381	214081.2940
37		0.000	478265.6408	214081.3015
38		0.000	478265.6435	214081.3090
39		0.000	478265.6462	214081.3165
40		0.000	478265.6489	214081.3240
41		0.000	478265.6516	214081.3315
42		0.000	478265.6543	214081.3390
43		0.000	478265.6570	214081.3465
44		0.000	478265.6597	214081.3540
45		0.000	478265.6624	214081.3615
46		0.000	478265.6651	214081.3690
47		0.000	478265.6678	214081.3765
48		0.000	478265.6705	214081.3840
49		0.000	478265.6732	214081.3915
50		0.000	478265.6759	214081.3990
51		0.000	478265.6786	214081.4065
52		0.000	478265.6813	214081.4140
53		0.000	478265.6840	214081.4215
54		0.000	478265.6867	214081.4290
55		0.000	478265.6894	214081.4365
56		0.000	478265.6921	214081.4440
57		0.000	478265.6948	214081.4515
58		0.000	478265.6975	214081.4590
59		0.000	478265.7002	214081.4665
60		0.000	478265.7029	214081.4740
61		0.000	478265.7056	214081.4815
62		0.000	478265.7083	214081.4890
63		0.000	478265.7110	214081.4965
64		0.000	478265.7137	214081.5040
65		0.000	478265.7164	214081.5115
66		0.000	478265.7191	214081.5190
67		0.000	478265.7218	214081.5265
68		0.000	478265.7245	214081.5340
69		0.000	478265.7272	214081.5415
70		0.000	478265.7299	214081.5490
71		0.000	478265.7326	214081.5565
72		0.000	478265.7353	214081.5640
73		0.000	478265.7380	214081.5715
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76		0.000	478265.7461	214081.5940

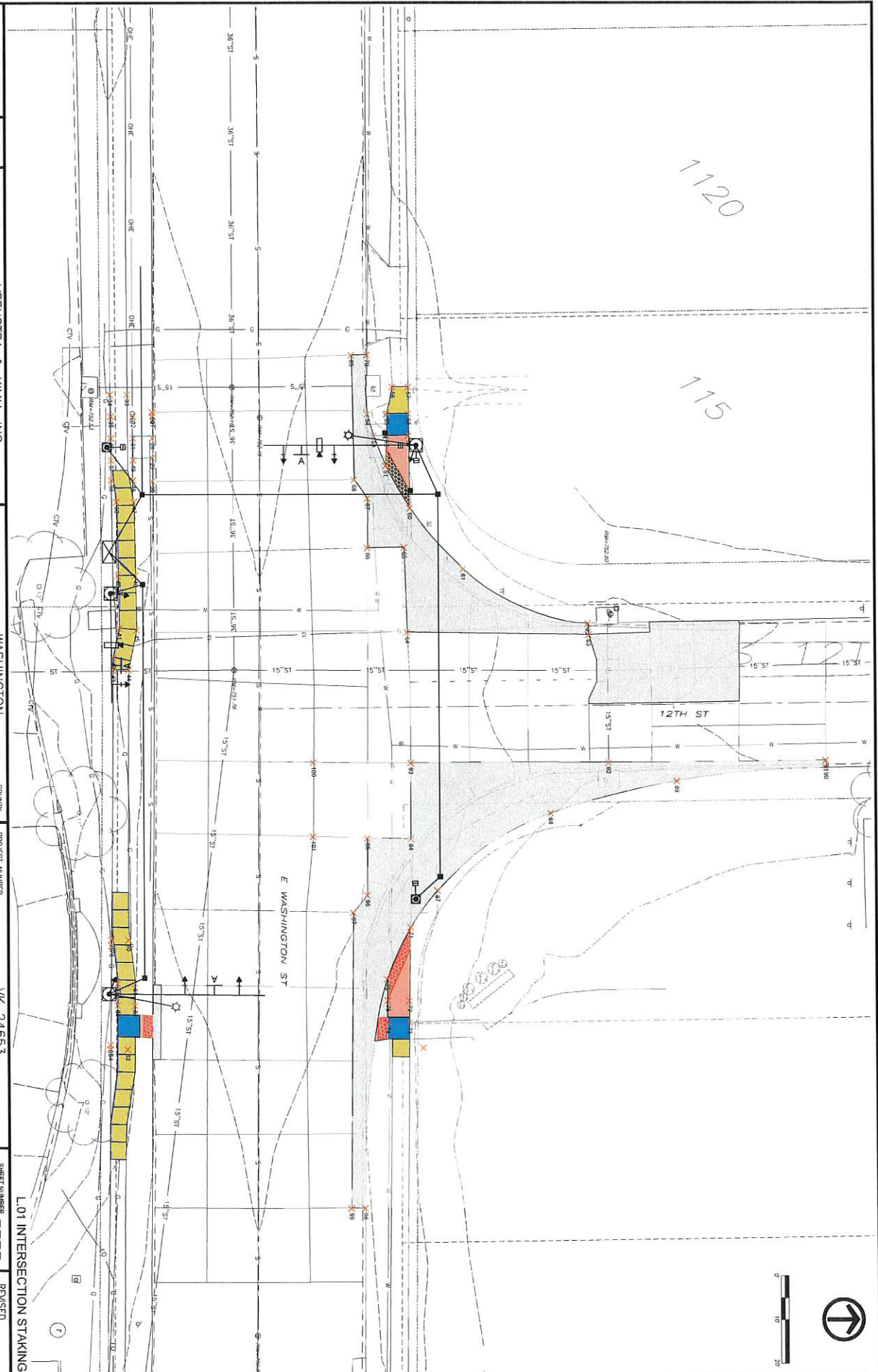
Point #	Point Description	Elevation	Northing	Easting
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79		0.000	478265.7542	214081.6165
80		0.000	478265.7569	214081.6240
81		0.000	478265.7596	214081.6315
82		0.000	478265.7623	214081.6390
83		0.000	478265.7650	214081.6465
84		0.000	478265.7677	214081.6540
85		0.000	478265.7704	214081.6615
86		0.000	478265.7731	214081.6690
87		0.000	478265.7758	214081.6765
88		0.000	478265.7785	214081.6840
89		0.000	478265.7812	214081.6915
90		0.000	478265.7839	214081.6990
91		0.000	478265.7866	214081.7065
92		0.000	478265.7893	214081.7140
93		0.000	478265.7920	214081.7215
94		0.000	478265.7947	214081.7290
95		0.000	478265.7974	214081.7365
96		0.000	478265.8001	214081.7440
97		0.000	478265.8028	214081.7515
98		0.000	478265.8055	214081.7590
99		0.000	478265.8082	214081.7665
100		0.000	478265.8109	214081.7740
101		0.000	478265.8136	214081.7815

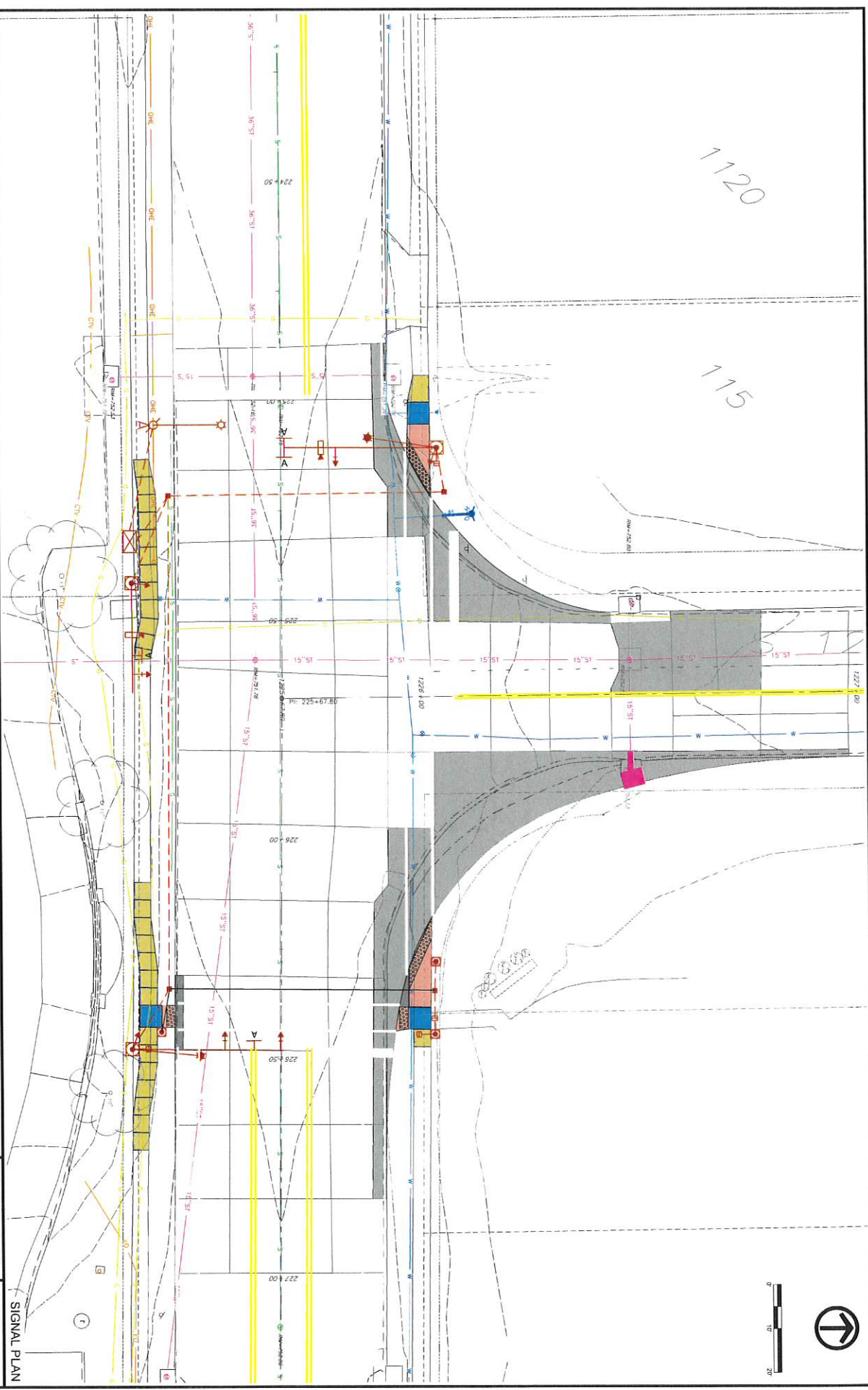
DESIGN TEAM: **VEENSTRA & KIMM, INC.**
 COUNTY: **WASHINGTON**
 PROJECT NUMBER: **VK 24653**
 SHEET NUMBER: **---**
 REVISION: **---**

L02 INTERSECTION STAKING

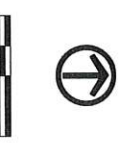
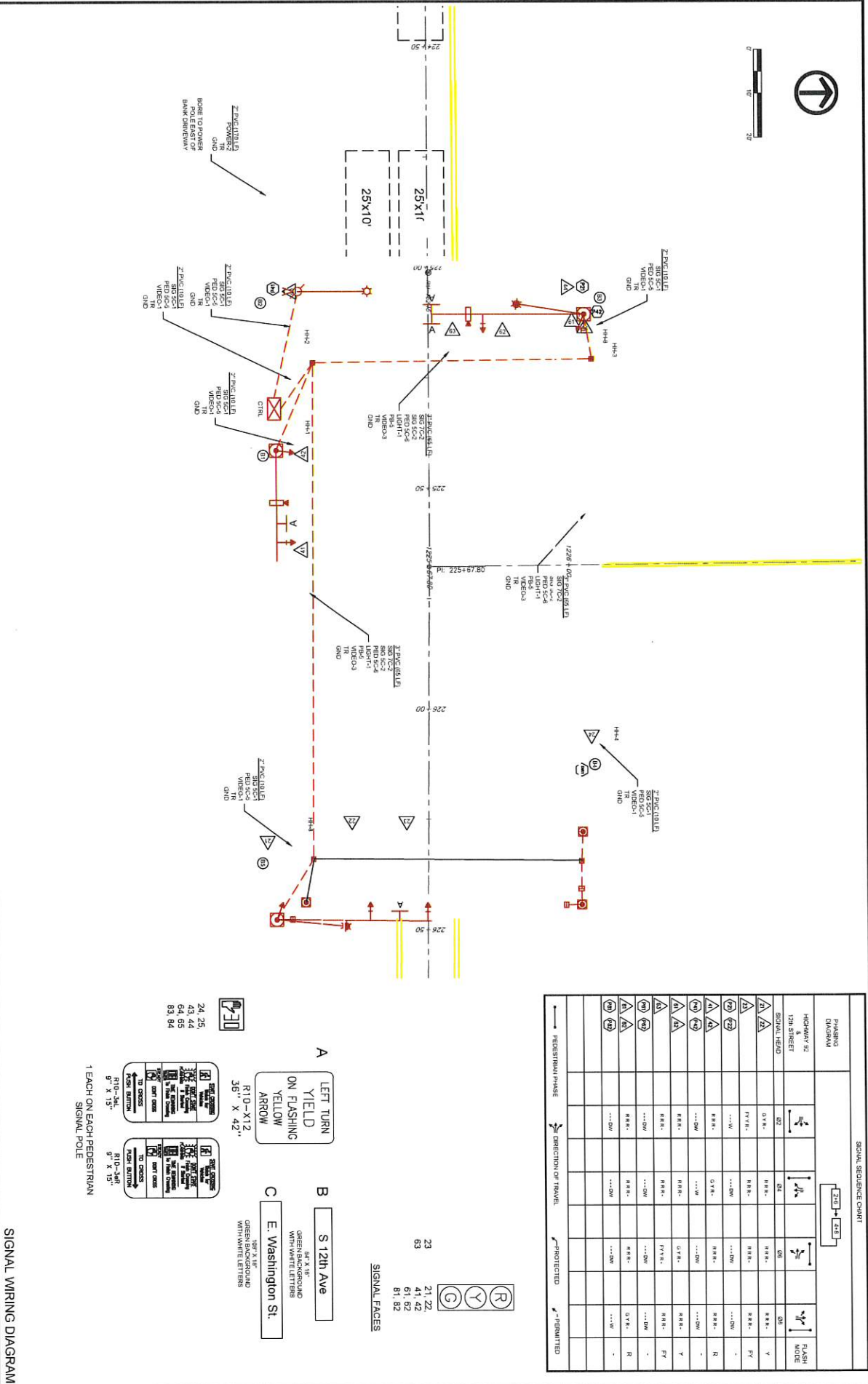
BRUSH: IOWA DOT
 DATE: 01/20/2019
 TIME: 10:00 AM
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT: IOWA DOT PROJECT 24653

UNITED FROM: JULY 14, 2023 4:03:37 PM ENGLISH IOWA DOT DESIGN TEAM VEENSTRA & KIMM, INC. WASHINGTON COUNTY PROJECT NUMBER VK 24653 SHEET NUMBER L.01 INTERSECTION STAKING REVISED



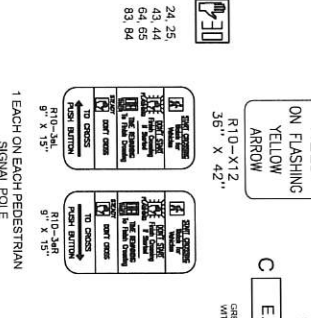


ENGLISH | DWA DOT | DESIGN TEAM | VEENSTRA & KIMM, INC. | WASHINGTON | COUNTY | PROJECT NUMBER | VK 24653 | SHEET NUMBER | N.02 | REVISED | SIGNAL PLAN
 7/27/2017 11:20:37 AM



SIGNAL SEQUENCE CHART

PHASING	PHASE	PERMITTED	PROTECTED	PERMITTED	
PARKING CROSSWALK	12th Street	→	→	→	
	12th Street	Signal Head	→	→	→
		→	→	→	→
		→	→	→	→
		→	→	→	→
		→	→	→	→
		→	→	→	→
		→	→	→	→
→		→	→	→	
E. Washington St		→	→	→	→
		→	→	→	→
		→	→	→	→
		→	→	→	→
		→	→	→	→
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	→	→	→	→	
	→	→	→	→	



CONDUIT & CABLE

ITEM #	DESCRIPTION	TRUNK			RISER			RACEWAY			CONDUIT			CABLE			TOTAL		
		1" DIA	2" DIA	3" DIA	1" DIA	2" DIA	3" DIA	1" DIA	2" DIA	3" DIA	1" DIA	2" DIA	3" DIA	1" DIA	2" DIA	3" DIA	1" DIA	2" DIA	3" DIA
1	1" PVC CONDUIT	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
2	2" PVC CONDUIT	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
3	3" PVC CONDUIT	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
4	1" PVC CABLE	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
5	2" PVC CABLE	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
6	3" PVC CABLE	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
7	1" EMT	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
8	2" EMT	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
9	3" EMT	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
10	1" RIGID	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
11	2" RIGID	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
12	3" RIGID	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
13	1" PVC	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
14	2" PVC	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
15	3" PVC	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

BASIS & POLE BOXES

ITEM #	DESCRIPTION	QUANTITY	UNIT	1" DIA	2" DIA	3" DIA
1	1" BASIS	100	EA	100	0	0
2	2" BASIS	50	EA	0	50	0
3	3" BASIS	20	EA	0	0	20
4	1" POLE BOX	100	EA	100	0	0
5	2" POLE BOX	50	EA	0	50	0
6	3" POLE BOX	20	EA	0	0	20
7	1" TRIP	100	EA	100	0	0
8	2" TRIP	50	EA	0	50	0
9	3" TRIP	20	EA	0	0	20

POLES & MAST ARMS

ITEM #	DESCRIPTION	QUANTITY	UNIT	1" DIA	2" DIA	3" DIA
1	1" POLE	100	EA	100	0	0
2	2" POLE	50	EA	0	50	0
3	3" POLE	20	EA	0	0	20
4	1" MAST ARM	100	EA	100	0	0
5	2" MAST ARM	50	EA	0	50	0
6	3" MAST ARM	20	EA	0	0	20

CONTROLLER & EQUIPMENT

ITEM #	DESCRIPTION	QUANTITY	UNIT	1" DIA	2" DIA	3" DIA
1	1" CONTROLLER	100	EA	100	0	0
2	2" CONTROLLER	50	EA	0	50	0
3	3" CONTROLLER	20	EA	0	0	20

POWER SUPPLY

ITEM #	DESCRIPTION	QUANTITY	UNIT	1" DIA	2" DIA	3" DIA
1	1" POWER SUPPLY	100	EA	100	0	0
2	2" POWER SUPPLY	50	EA	0	50	0
3	3" POWER SUPPLY	20	EA	0	0	20

DETECTORS

ITEM #	DESCRIPTION	QUANTITY	UNIT	1" DIA	2" DIA	3" DIA
1	1" DETECTOR	100	EA	100	0	0
2	2" DETECTOR	50	EA	0	50	0
3	3" DETECTOR	20	EA	0	0	20

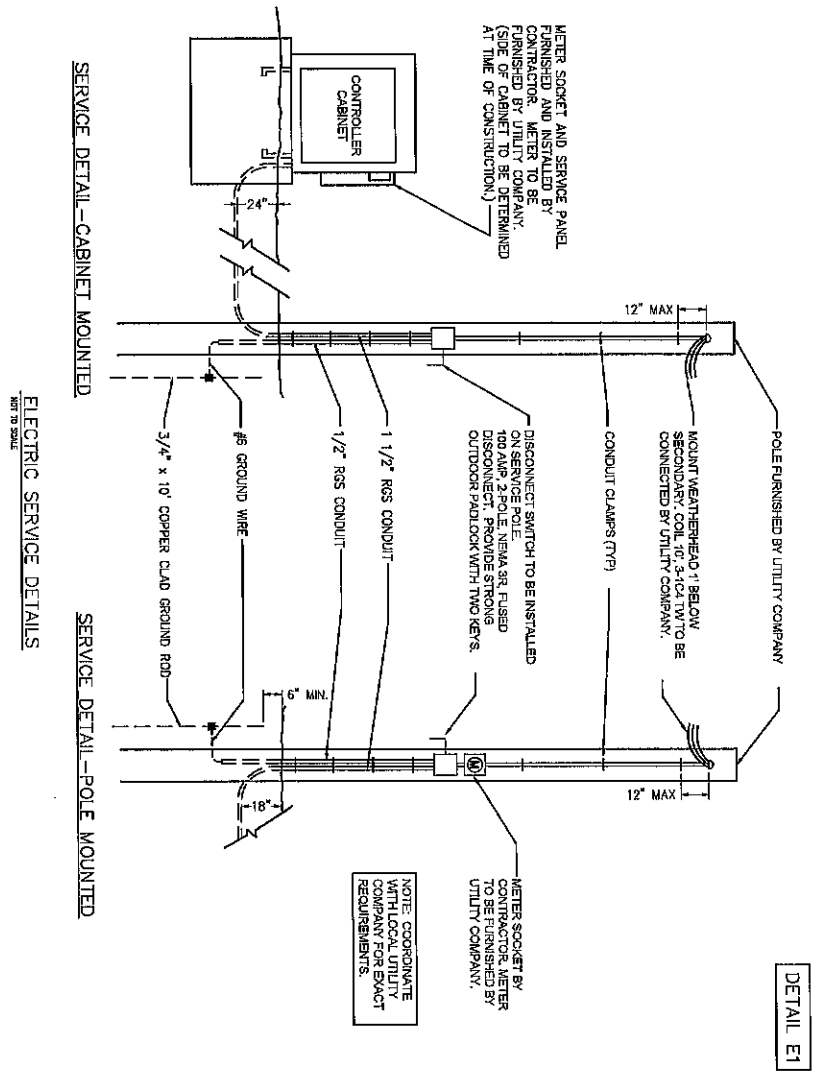
TRAFFIC SIGNAL TIMING

ITEM #	DESCRIPTION	QUANTITY	UNIT	1" DIA	2" DIA	3" DIA
1	1" TRAFFIC SIGNAL	100	EA	100	0	0
2	2" TRAFFIC SIGNAL	50	EA	0	50	0
3	3" TRAFFIC SIGNAL	20	EA	0	0	20

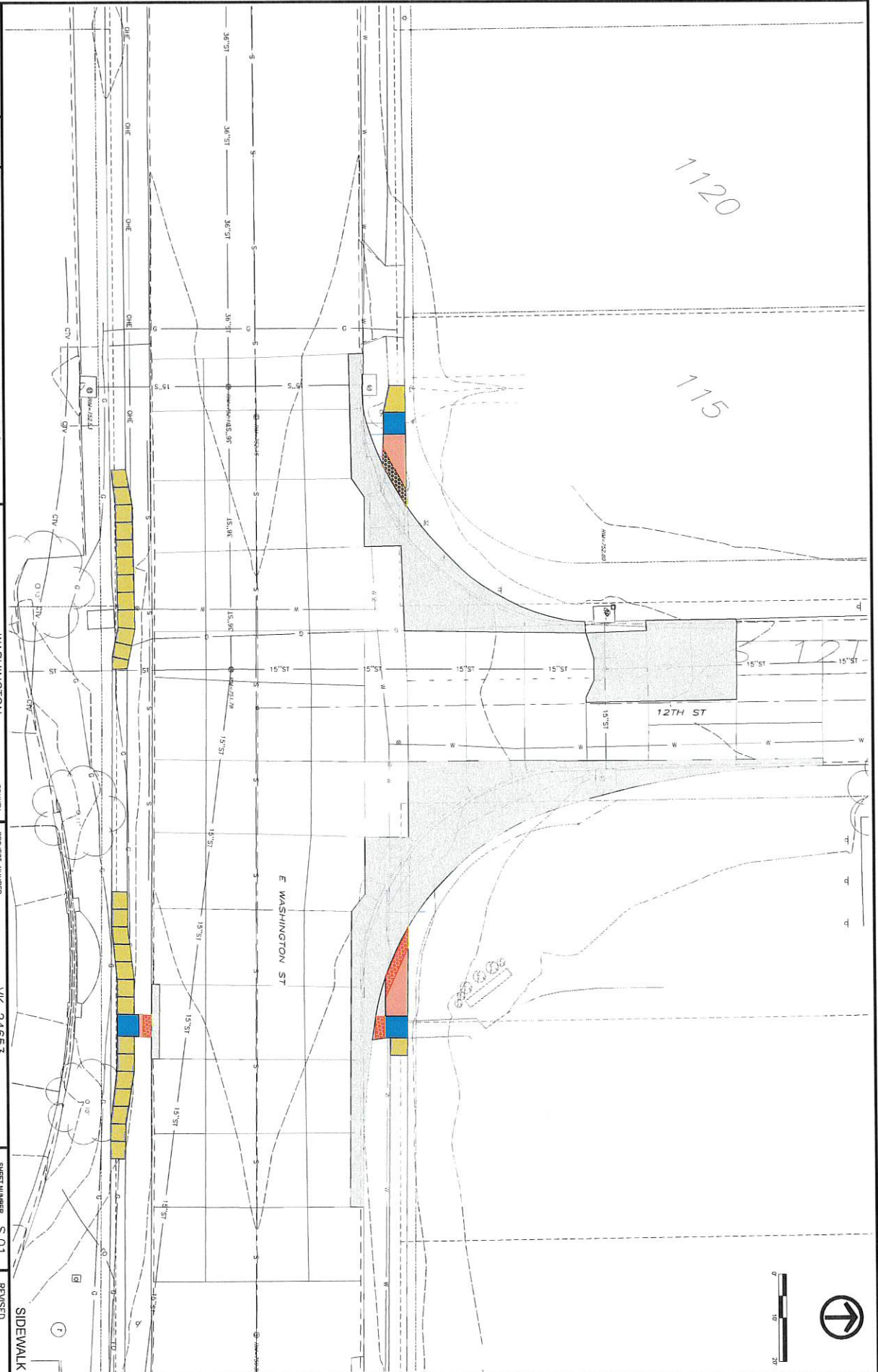
SIGNAL HEADS

ITEM #	DESCRIPTION	QUANTITY	UNIT	1" DIA	2" DIA	3" DIA
1	1" SIGNAL HEAD	100	EA	100	0	0
2	2" SIGNAL HEAD	50	EA	0	50	0
3	3" SIGNAL HEAD	20	EA	0	0	20

SIGNAL DETAILS



ENGLISH IOWA DOT DESIGN TEAM VEENSTRA & KIMM, INC. WASHINGTON COUNTY PROJECT NUMBER VK 24653 SHEET NUMBER S.01 REVISED
 IOWA DOT PROJECT NO. 24 WASHINGTON ST. 1/11/11 WASHINGTON INTERSECTION/CDOT PRODUCTION DRAWING/STANDARD



Point Table			
Point	Station	Station	Station

THRESHOLD: 10%
 DESIGN YEAR: 2040
 VEENSTRA & KIMM, INC.
 WASHINGTON
 COUNTY: WASHINGTON
 PROJECT NUMBER: VK 24553
 SHEET NUMBER: S.02
 REVISION:

SIDEWALK

Opinion of Cost for
4 to 3 Lane Conversion and Traffic Signals Washington St / IA 92
Washington, Iowa
7/14/2023

No.	Item	Description	Unit	Unit Price	Quantity	HSIP - Local SWAP Division I Cost	Quantity	USTEP Division II Cost	Quantity	CITY - STBG Division III Cost	Project Total Cost
1	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	\$50.00	0	\$0.00	215	\$10,750.00	50	\$2,500.00	\$13,250.00
2	2102-2713090	EXCAVATION, CL 13, WASTE	CY	\$50.00	0	\$0.00	0	\$0.00	58	\$2,900.00	\$2,900.00
3	2105-8425005	TOPSOIL, FURN+SPREAD	CY	\$100.00	0	\$0.00	10	\$1,000.00	75	\$7,500.00	\$8,500.00
4	2115-0100000	MODIFIED SUBBASE	CY	\$100.00	0	\$0.00	66	\$6,600.00	15	\$1,500.00	\$8,100.00
5	2121-7425010	GRANULAR SHLD, TYPE A	TON	\$50.00	0	\$0.00	0	\$0.00	36	\$1,800.00	\$1,800.00
6	2213-8201060	BASE WIDENING, 6" HMA	SY	\$90.00	0	\$0.00	0	\$0.00	150	\$13,500.00	\$13,500.00
7	2301-1053080	STD/S-F PCC PAVT, CL C CL 3, 8"	SY	\$100.00	0	\$0.00	258	\$25,800.00	74	\$7,400.00	\$33,200.00
8	2401-6745910	RMVL OF SIGN	EACH	\$200.00	0	\$0.00	1	\$200.00	0	\$0.00	\$200.00
9	2495-0254100	INTAKE, SW-541	EACH	\$9,000.00	0	\$0.00	0	\$0.00	1	\$9,000.00	\$9,000.00
10	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 20000, 15"	LF	\$100.00	0	\$0.00	155	\$6,200.00	5	\$500.00	\$5,700.00
11	2510-6745850	RMVL OF PAVT	EACH	\$1,000.00	0	\$0.00	0	\$0.00	76	\$3,040.00	\$3,040.00
12	2510-6750600	RMVL OF INTAKE+UTILITY ACCESS	SY	\$40.00	0	\$0.00	0	\$0.00	1	\$1,000.00	\$1,000.00
13	2511-6745900	RMVL OF SIDEWALK	SY	\$20.00	0	\$0.00	80	\$1,600.00	19	\$380.00	\$1,980.00
14	2511-7526004	SIDEWALK, PCC, 4"	SY	\$100.00	0	\$0.00	20	\$1,200.00	0	\$0.00	\$1,200.00
15	2511-7526008	SIDEWALK, PCC, 8"	SY	\$100.00	0	\$0.00	57	\$5,700.00	0	\$0.00	\$5,700.00
16	2511-7526010	DETECTABLE WARNING	SF	\$50.00	0	\$0.00	50	\$2,500.00	0	\$0.00	\$2,500.00
17	2524-9256010	POST, STEEL	EACH	\$125.00	0	\$0.00	3	\$375.00	0	\$0.00	\$375.00
18	2524-9325001	TYPE A SIGN, SHEET ALUM	SF	\$25.00	0	\$0.00	14	\$350.00	0	\$0.00	\$350.00
19	2525-0000100	TRAFFIC SIGNALIZATION	LS	\$195,000.00	0	\$0.00	1	\$195,000.00	0	\$0.00	\$195,000.00
20	2525-8256000	CONSTRUCTION SURVEY	LS	\$25,000.00	0	\$0.00	0	\$0.00	1	\$25,000.00	\$25,000.00
21	2527-9269112	PAINTED PAVT MARK-HIGH-BUILD WATERBORNE	STA	\$50.00	494	\$24,700.00	0	\$0.00	0	\$0.00	\$24,700.00
22	2527-9269138	PAINTED SYMBOL-LEGEND-HIBUILD WATERBORNE	STA	\$175.00	188	\$32,900.00	0	\$0.00	0	\$0.00	\$32,900.00
23	2527-9269180	PAVMT MARK RMVD	STA	\$50.00	211	\$10,550.00	0	\$0.00	0	\$0.00	\$10,550.00
24	2527-9269190	SYMBOL-LEGEND RMVD	STA	\$100.00	20	\$2,000.00	0	\$0.00	0	\$0.00	\$2,000.00
25	2527-9270111	GROOVE CUT - PAVT MARK	STA	\$34.11	494	\$16,850.00	0	\$0.00	0	\$0.00	\$16,850.00
26	2528-9445110	TRAFFIC CONTROL	LS	\$30,000.00	0	\$0.00	1	\$30,000.00	0	\$0.00	\$30,000.00
27	2533-4980005	MOBILIZATION	LS	\$80,000.00	0	\$0.00	1	\$80,000.00	0	\$0.00	\$80,000.00
28	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	\$10,000.00	0	\$0.00	0	\$0.00	1	\$10,000.00	\$10,000.00
29	2554-0210205	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
30	2601-2634100	MULCH	ACRE	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
31	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
32	2602-0000500	OPEN-THROAT CURB INTK SED FILT, EC-602	LF	\$125.00	0	\$0.00	40	\$5,000.00	0	\$0.00	\$5,000.00
33	2602-0000510	MAINT OF OPEN-THRT CURB INTK SDMNT FLTR	EACH	\$40.00	0	\$0.00	4	\$160.00	0	\$0.00	\$160.00
34	2602-0000520	RMVL OF OPEN-THRT CURB INTK SDMNT FLTR	EACH	\$125.00	0	\$0.00	4	\$500.00	0	\$0.00	\$500.00
Subtotal					\$87,000.00	\$369,935.00	\$65,320.00	\$522,255.00			

Funding Sources	Local Match	55% or Max	80%	20%
\$87,000	\$0	\$200,000	\$52,255.00	\$13,084.00
		\$169,935		
			\$339,256	\$182,999.00

RESOLUTION NO. 2023-_____

A RESOLUTION ADOPTING AN AGREEMENT FOR A HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT WITH THE IOWA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Washington has been working towards the traffic signal addition at Hwy 92 & S 12th Avenue and 3 - 4 lane conversion on Hwy 92 (East Washington & S 2nd Ave) since 2022, working on funds allocated through the Department of Transportation for the project; and,

WHEREAS, sufficient funding has been secured from multiple sources and the City is ready to proceed with the addition of traffic signals and the 3 – 4 lane conversion project; and,

WHEREAS, it is necessary to adopt an agreement with the Iowa Department of Transportation to secure the proposed funding of up to \$87,000 in HSIP grant funds for the project.

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

Section 1. The City Council hereby adopts the attached Iowa Department of Transportation Agreement for a Highway Safety Improvement Program (HSIP) Grant for the Pavement Striping and Signalization Project.

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

PASSED AND APPROVED this 15th day of August, 2023.

Illa Earnest, 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

August 11, 2023

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

From: Deanna McCusker
City Administrator

Re: Funding Sources for the Pavement Striping and Signalization Project

We have been working with the DOT and Region 10 Regional Planning on funding for the Pavement Striping and Signalization Project. This project will include adding traffic signals at the intersection of Hwy 92 (E. Washington) & S. 12th Avenue and the 3-4 lane conversion. The total estimate of cost for the project is \$522,255.

Funding sources for the project is as follows:

- \$87,000 HSIP grant
- \$369,935 USTEP, with \$200,000 and local match of \$169,935
- \$65,320 STBG, with \$52,256 and local match of \$13,064
- \$182,999 of local match will come from RUT

Project	\$522,255
HSIP	(87,000.00)
USTEP	(200,000.00)
STBG	(52,256.00)
City	(182,999.00)

With all the various funding sources being used for the project, we have separate agreements that need to be approved and signed. I would recommend that we approve the HSIP, USTEP, and the STBG agreements.

**IOWA DEPARTMENT OF TRANSPORTATION
 Agreement for Highway Safety Improvement Program - Local Federal-aid Swap Project**

Recipient: City of Washington

Project No.: HSIP-SWAP-8140(614)--SJ-92

Iowa DOT Agreement No.: 5-23-HSIP-SWAP-022

This is an agreement between the City of Washington, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Highway Safety Improvement Program (HSIP) - Local, Federal-aid Swap funds. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

The Recipient and the Department previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
USTEP	5-23-USTEP-015	UST-092-9(172)--4A-92	N/A
STBG-SWAP	5-23-STBG-SWAP-021	STBG-SWAP-8140(615)--SG-92	N/A

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide HSIP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated for this project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk and Eastern Region Local Systems Field Engineer, Dillon Feldmann. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described HSIP project:

 PCC Pavement Widening, Traffic Signals, and Pavement Markings in the City of Washington, on IA 92 E from 12th Street to Wiley Ave
4. Eligible project activities will be limited to the following: Construction of lane configurations and pavement markings.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from HSIP Federal-aid Swap funds. The portion of the project costs reimbursed by HSIP Federal-aid Swap funds shall be limited to \$87,000. The Recipient shall be responsible for all ineligible costs and all eligible costs in excess of this limit.
6. The Recipient shall pay for all project costs not reimbursed with HSIP Federal-aid Swap funds.
7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third party beneficiaries be created by this agreement.

10. The project shall be let to contract before October 1, 2026. If not, this agreement may become null and void. This deadline may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Washington, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of Washington, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20____

Dillon Feldmann, P.E.
Local Systems Field Engineer
Eastern Region

Exhibit 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The RECIPIENT shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504.
- d. The RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the RECIPIENT shall submit a written request for acceptance to the DEPARTMENT. The DEPARTMENT will notify the RECIPIENT when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the DEPARTMENT's administering bureau shall be considered acceptance for construction. The DEPARTMENT will notify the RECIPIENT when acceptance is granted.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The RECIPIENT shall obtain agreements from utility companies as needed. The RECIPIENT shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to DEPARTMENT.

Note: The DEPARTMENT may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project will not be turned in for bid letting until the DEPARTMENT has reviewed and accepted the Project Development Certification.

- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving written notice that the DEPARTMENT has concurred in the contract award.

7. Construction.

- a. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities. The RECIPIENT's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The RECIPIENT will be initially responsible for all project costs. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:

- i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
- ii. refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the DEPARTMENT. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the DEPARTMENT; reimbursed funds shall be returned, and a possible suspension may be placed on the RECIPIENT from receiving funds from the DEPARTMENT on future projects until the RECIPIENT has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make this documentation available at all reasonable times for review by the DEPARTMENT. Copies of this documentation shall be furnished by the RECIPIENT if requested. Such documentation shall be retained for at least 3 years from the date of the DEPARTMENT's signature of the DEPARTMENT's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT.

Opinion of Cost for
4 to 3 Lane Conversion and Traffic Signals Washington St / IA 92
Washington, Iowa
7/14/2023

No.	Item	Description	Unit	Unit Price	Quantity	HSIP - Local SWAP Division I Cost	Quantity	USTEP Division II Cost	Quantity	CITY - STBG Division III Cost	Project Total Cost
1	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	\$50.00	0	\$0.00	215	\$10,750.00	50	\$2,500.00	\$13,250.00
2	2102-2713090	EXCAVATION, CL 13, WASTE	CY	\$50.00	0	\$0.00	0	\$0.00	58	\$2,900.00	\$2,900.00
3	2105-8425005	TOPSOIL, FURN+SPREAD	CY	\$100.00	0	\$0.00	10	\$1,000.00	75	\$7,500.00	\$8,500.00
4	2115-0100000	MODIFIED SUBBASE	CY	\$100.00	0	\$0.00	66	\$6,600.00	15	\$1,500.00	\$8,100.00
5	2121-7425010	GRANULAR SHLD, TYPE A	TON	\$50.00	0	\$0.00	0	\$0.00	36	\$1,800.00	\$1,800.00
6	2213-8201060	BASE WIDENING, 6" HMA	SY	\$90.00	0	\$0.00	0	\$0.00	150	\$13,500.00	\$13,500.00
7	2301-1033080	STD/S-F PCC PAVT, CL C CL 3, 8"	SY	\$100.00	0	\$0.00	258	\$25,800.00	74	\$7,400.00	\$33,200.00
8	2401-6749710	RMVL OF SIGN	EACH	\$200.00	0	\$0.00	1	\$200.00	0	\$0.00	\$200.00
9	2435-0254100	INTAKE, SW-541	EACH	\$9,000.00	0	\$0.00	0	\$0.00	1	\$9,000.00	\$9,000.00
10	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 20000, 15"	LF	\$100.00	0	\$0.00	0	\$0.00	5	\$500.00	\$500.00
11	2510-6745850	RMVL OF PAVT	LF	\$40.00	0	\$0.00	155	\$6,200.00	76	\$3,040.00	\$9,240.00
12	2510-6750600	RMVL OF INTAKE+UTILITY ACCESS	EACH	\$1,000.00	0	\$0.00	0	\$0.00	1	\$1,000.00	\$1,000.00
13	2511-6745900	RMVL OF SIDEWALK	SY	\$20.00	0	\$0.00	80	\$1,600.00	19	\$380.00	\$1,980.00
14	2511-7526004	SIDEWALK, PCC, 4"	SY	\$60.00	0	\$0.00	20	\$1,200.00	0	\$0.00	\$1,200.00
15	2511-7526008	SIDEWALK, PCC, 8"	SY	\$100.00	0	\$0.00	57	\$5,700.00	33	\$3,300.00	\$9,000.00
16	2511-7528101	DETECTABLE WARNING	SE	\$50.00	0	\$0.00	50	\$2,500.00	0	\$0.00	\$2,500.00
17	2524-9265010	POST, STEEL	EACH	\$125.00	0	\$0.00	3	\$375.00	0	\$0.00	\$375.00
18	2524-9325001	TYPE A SIGN, SHEET ALUM	SF	\$25.00	0	\$0.00	14	\$350.00	0	\$0.00	\$350.00
19	2525-0000100	TRAFFIC SIGNALIZATION	LS	\$195,000.00	0	\$0.00	1	\$195,000.00	0	\$0.00	\$195,000.00
20	2526-8285000	CONSTRUCTION SURVEY	LS	\$25,000.00	0	\$0.00	1	\$25,000.00	0	\$0.00	\$25,000.00
21	2527-9263112	PAINTED PAVT MARK,HIGH-BUILD WATERBORNE	STA	\$50.00	494	\$24,700.00	0	\$0.00	0	\$0.00	\$24,700.00
22	2527-9263138	PAINTED SYMBOL-LEGEND,HIBUILD WATERBORNE	STA	\$175.00	188	\$32,900.00	0	\$0.00	0	\$0.00	\$32,900.00
23	2527-9263180	PAVT MARK RMVD	STA	\$50.00	211	\$10,550.00	0	\$0.00	0	\$0.00	\$10,550.00
24	2527-9263190	SYMBOL+LEGEND RMVD	EACH	\$100.00	20	\$2,000.00	0	\$0.00	0	\$0.00	\$2,000.00
25	2527-9270111	GROOVE CUT - PAVT MARK	STA	\$34.11	494	\$16,850.00	0	\$0.00	0	\$0.00	\$16,850.00
26	2528-8445110	TRAFFIC CONTROL	LS	\$30,000.00	0	\$0.00	1	\$30,000.00	0	\$0.00	\$30,000.00
27	2533-4980005	MOBILIZATION	LS	\$60,000.00	0	\$0.00	1	\$60,000.00	0	\$0.00	\$60,000.00
28	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	\$10,000.00	0	\$0.00	0	\$0.00	1	\$10,000.00	\$10,000.00
29	2554-0210205	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	\$1,000.00	0	\$0.00	0	\$0.00	1	\$1,000.00	\$1,000.00
30	2601-2634100	MULCH	ACRE	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
31	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
32	2602-0000500	OPEN-THROAT CURB INTK SED FLT, EC-602	LF	\$125.00	0	\$0.00	40	\$5,000.00	0	\$0.00	\$5,000.00
33	2602-0000510	MAINT OF OPEN-THRT CURB INTKE SDMNT FLTR	LF	\$40.00	0	\$0.00	4	\$160.00	0	\$0.00	\$160.00
34	2602-0000520	RMVL OF OPEN-THRT CURB INTKE SDMNT FLTR	EACH	\$125.00	0	\$0.00	4	\$500.00	0	\$0.00	\$500.00
Subtotal					\$87,000.00	\$87,000.00	\$369,935.00	\$65,320.00	\$522,255.00		

Funding Sources	\$87,000	55% or Max	\$200,000	80%	\$52,256.00	\$339,256
Local Match	\$0	45% or rest	\$169,935	20%	\$13,064.00	\$182,999.00

RESOLUTION NO. 2023- _____

A RESOLUTION ADOPTING AN AGREEMENT FOR A URBAN-STATE TRAFFIC ENGINEERING PROGRAM (USTEP) GRANT WITH THE IOWA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Washington has been working towards the traffic signal addition at Hwy 92 & S 12th Avenue and 3 - 4 lane conversion on Hwy 92 (East Washington & S 2nd Ave) since 2022, working on funds allocated through the Department of Transportation for the project; and,

WHEREAS, sufficient funding has been secured from multiple sources and the City is ready to proceed with the addition of traffic signals and the 3 – 4 lane conversion project; and,

WHEREAS, it is necessary to adopt an agreement with the Iowa Department of Transportation to secure the proposed funding of up to \$200,000 in USTEP grant funds for the project.

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

Section 1. The City Council hereby adopts the attached Iowa Department of Transportation Agreement for a Urban-State Traffic Engineering Program (USTEP) Grant for the Pavement Striping and Signalization Project.

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

PASSED AND APPROVED this 15th day of August, 2023.

Illa Earnest, 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

August 11, 2023

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

From: Deanna McCusker
City Administrator

Re: Funding Sources for the Pavement Striping and Signalization Project

We have been working with the DOT and Region 10 Regional Planning on funding for the Pavement Striping and Signalization Project. This project will include adding traffic signals at the intersection of Hwy 92 (E. Washington) & S. 12th Avenue and the 3-4 lane conversion. The total estimate of cost for the project is \$522,255.

Funding sources for the project is as follows:

- \$87,000 HSIP grant
- \$369,935 USTEP, with \$200,000 and local match of \$169,935
- \$65,320 STBG, with \$52,256 and local match of \$13,064
- \$182,999 of local match will come from RUT

Project	\$522,255
HSIP	(87,000.00)
USTEP	(200,000.00)
STBG	(52,256.00)
City	(182,999.00)

With all the various funding sources being used for the project, we have separate agreements that need to be approved and signed. I would recommend that we approve the HSIP, USTEP, and the STBG agreements.

December 2022

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP) PROJECT**

City: Washington

Project No.: UST-092-9(172)--4A-92

Iowa Department of Transportation
Agreement No.: 5-23-USTEP-015

Staff Action No.: 23-0740

This is an agreement between the city of Washington, (hereinafter called Recipient) and the Iowa Department of Transportation (hereinafter called Department) to enter into an agreement for joint or cooperative action after appropriate action by ordinance, resolution, or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum amount in Department funds of \$200,000 for a "spot improvement" or \$400,000 for a "linear improvement". The maximum funds available for this project is as noted below.

A "spot improvement" shall mean a limited improvement project such as intersection reconstruction or signalization; and a "linear improvement" shall mean an improvement project such as street or highway widening or reconstruction which spans two or more intersections.

The Recipient proposes to develop and complete the following described spot improvement project:

Traffic Signal - Pavement Markings on IA 92 & N. 12th Ave from Madsion St to Wiley Ave.

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide U-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with project improvements as described above.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the U-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Eastern Region Local Systems Field Engineer, Dillon Feldmann. The Recipient's contact person shall be the City Administrator.
3. The estimated total of eligible construction and right-of-way cost for this project is \$353,055.00.
 - a. The maximum Department funding shall be 55% of \$423,666.00, or up to a maximum amount in Department funds of \$200,000 for a "spot improvement".
 - b. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the

Department prior to advertisement for bids. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work. Any amount exceeding the maximum in paragraph 3(a) shall be requested in writing by the Recipient and approved through a staff action process at the discretion of the Department.

4. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
5. This agreement is not assignable without the prior written consent of the Department.
6. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below:

City: Washington

By: _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the city of Washington, and that _____, who signed said Agreement for and on behalf of the Recipient was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the Recipient, on the _____ day of _____, _____.

Signed: _____ Date _____, _____
City Clerk of Washington, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By: _____ Date _____, _____
Dillon Feldmann, P.E.
Eastern Region Local Systems Field Engineer

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
2. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.
3. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
4. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
5. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Office of Right of Way (ROW) to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Office of Right of Way staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient -owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient -owned lands if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
6. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at reasonable times during the Agreement period and for 3 years from the date of the final payment under the Agreement, for inspection by the Department.

7. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
8. For projects let by the Department, the Recipient shall submit to the District an acceptable Project Development Certificate (Form 730002), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) 3.010, Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the District at least 4 weeks prior to advertisement for bids.
9. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit 2 copies of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within 2 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2 year deadline.
12. The Recipient will be responsible for the initial costs of the construction. The Recipient shall prepare and submit to the Department a detailed billing statement of materials, installation, and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will promptly reimburse the Recipient for eligible project costs, less a withholding equal to 5% of the State share of construction costs, taking into account the limitations as stated in the agreement. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
13. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
14. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
15. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.

16. Upon completion of the project, the Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
17. The Recipient shall provide to the Department 3 copies of the "as-built" project plans, within 6 months after the project is built.
18. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
19. The Recipient shall submit a final detailed billing statement to the Department no later than 1 year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the 1 year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the 1 year deadline.
20. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
21. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010: <https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBOnNonFederalProjects>.

Opinion of Cost for
4 to 3 Lane Conversion and Traffic Signals Washington St / IA 92
Washington, Iowa
7/14/2023

No.	Item	Description	Unit	Unit Price	Quantity	HSP - Local SWAP Division I Cost	Quantity	USTEP Division II Cost	Quantity	CITY - STBG Division III Cost	Project Total Cost
1	2102-2710070	EXCAVATION, CL 10, RDMV+BORROW	CY	\$50.00	0	\$0.00	215	\$10,750.00	50	\$2,500.00	\$13,250.00
2	2102-2713090	EXCAVATION, CL 13, WASTE	CY	\$30.00	0	\$0.00	0	\$0.00	58	\$2,900.00	\$2,900.00
3	2105-8425005	TOPSOIL, FURN+SPREAD	CY	\$100.00	0	\$0.00	10	\$1,000.00	75	\$7,500.00	\$8,500.00
4	2115-0100000	MODIFIED SUBBASE	CY	\$100.00	0	\$0.00	66	\$6,600.00	15	\$1,500.00	\$8,100.00
5	2121-7425010	GRANULAR SHLD, TYPE A	TON	\$50.00	0	\$0.00	0	\$0.00	36	\$1,800.00	\$1,800.00
6	2213-8201060	BASE WIDENING, 6" HMA	SY	\$90.00	0	\$0.00	0	\$0.00	150	\$13,500.00	\$13,500.00
7	2301-1033080	STD/S-F PCC PAVT, CL C CL 3, 8"	SY	\$100.00	0	\$0.00	258	\$25,800.00	74	\$7,400.00	\$33,200.00
8	2401-6745910	RMVL OF SIGN	EACH	\$200.00	0	\$0.00	1	\$200.00	0	\$0.00	\$200.00
9	2435-0254100	INTAKE, SW-541	EACH	\$9,000.00	0	\$0.00	0	\$0.00	1	\$9,000.00	\$9,000.00
10	2503-0114215	STORM SWR G-MAIN TRENCHED, RCP 2000D, 15"	LF	\$100.00	0	\$0.00	0	\$0.00	5	\$500.00	\$500.00
11	2510-6745850	RMVL OF PAVT	SY	\$40.00	0	\$0.00	155	\$6,200.00	76	\$3,040.00	\$9,240.00
12	2510-6750600	RMVL OF INTAKE+UTILITY ACCESS	EACH	\$1,000.00	0	\$0.00	0	\$0.00	1	\$1,000.00	\$1,000.00
13	2511-6745900	RMVL OF SIDEWALK	SY	\$20.00	0	\$0.00	80	\$1,600.00	19	\$380.00	\$1,980.00
14	2511-7528004	SIDEWALK, PCC, 4"	SY	\$60.00	0	\$0.00	20	\$1,200.00	0	\$0.00	\$1,200.00
15	2511-7528008	SIDEWALK, PCC, 8"	SY	\$100.00	0	\$0.00	57	\$5,700.00	33	\$3,300.00	\$9,000.00
16	2511-7528101	DETECTABLE WARNING	SE	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
17	2524-9265010	POST, STEEL	EACH	\$125.00	0	\$0.00	3	\$375.00	0	\$0.00	\$375.00
18	2524-9325001	TYPE A SIGN, SHEET ALUM	SF	\$25.00	0	\$0.00	14	\$350.00	0	\$0.00	\$350.00
19	2525-0000100	TRAFFIC SIGNALIZATION	LS	\$195,000.00	0	\$0.00	1	\$195,000.00	0	\$0.00	\$195,000.00
20	2526-8285000	CONSTRUCTION SURVEY	LS	\$25,000.00	0	\$0.00	1	\$25,000.00	0	\$0.00	\$25,000.00
21	2527-9263112	PAINTED PAVT MARK-HIGH-BUILD WATERBORNE	STA	\$50.00	494	\$24,700.00	0	\$0.00	0	\$0.00	\$24,700.00
22	2527-9263138	PAINTED SYMBOL+LEGEND-HIBUILD WATERBORNE	EACH	\$175.00	188	\$32,900.00	0	\$0.00	0	\$0.00	\$32,900.00
23	2527-9263180	PAVT MARK RMVD	STA	\$50.00	211	\$10,550.00	0	\$0.00	0	\$0.00	\$10,550.00
24	2527-9263190	SYMBOL+LEGEND RMVD	EACH	\$100.00	20	\$2,000.00	0	\$0.00	0	\$0.00	\$2,000.00
25	2527-9270111	GROOVE CUT - PAVT MARK	STA	\$34.11	494	\$16,850.00	0	\$0.00	0	\$0.00	\$16,850.00
26	2528-8445110	TRAFFIC CONTROL	LS	\$30,000.00	0	\$0.00	1	\$30,000.00	0	\$0.00	\$30,000.00
27	2533-4980005	MOBILIZATION	LS	\$60,000.00	0	\$0.00	1	\$60,000.00	0	\$0.00	\$60,000.00
28	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	\$10,000.00	0	\$0.00	0	\$0.00	1	\$10,000.00	\$10,000.00
29	2554-0210205	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	\$1,000.00	0	\$0.00	0	\$0.00	1	\$1,000.00	\$1,000.00
30	2601-2634100	MULCH	ACRE	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
31	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
32	2602-0000500	OPEN-THROAT CURB INTK SED FILT, EC-602	LF	\$125.00	0	\$0.00	40	\$5,000.00	0	\$0.00	\$5,000.00
33	2602-0000510	MAINT OF OPEN-THRT CURB INTKE SDMNT FLTR	EACH	\$40.00	0	\$0.00	4	\$160.00	0	\$0.00	\$160.00
34	2602-0000520	RMVL OF OPEN-THRT CURB INTKE SDMNT FLTR	EACH	\$125.00	0	\$0.00	4	\$500.00	0	\$0.00	\$500.00
Subtotal					\$87,000.00	\$369,935.00	\$65,320.00	\$522,255.00			

Funding Sources	\$87,000	55% or Max	\$200,000	80%	\$52,256.00	\$339,256
Local Match	\$0	45% or rest	\$169,935	20%	\$13,064.00	\$182,999.00

RESOLUTION NO. 2023-____

**A RESOLUTION ADOPTING AN AGREEMENT FOR A SURFACE
TRANSPORTATION BLOCK GRANT WITH THE IOWA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the City of Washington has been working towards the traffic signal addition at Hwy 92 & S 12th Avenue and 3 - 4 lane conversion on Hwy 92 (East Washington & S 2nd Ave) since 2022, working on funds allocated through the Department of Transportation, including Region 10 Regional Planning Affiliation for the project; and,

WHEREAS, sufficient funding has been secured from multiple sources and the City is ready to proceed with the addition of traffic signals and the 3 – 4 lane conversion project; and,

WHEREAS, it is necessary to adopt an agreement with the Iowa Department of Transportation to secure the proposed funding of up to \$52,256 in grant funds for the project.

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

Section 1. The City Council hereby adopts the attached Iowa Department of Transportation Agreement for a Surface Transportation Block Grant Program Federal-Aid Swap Project for the Pavement Striping and Signalization Project.

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

PASSED AND APPROVED this 15th day of August, 2023.

Illa Earnest, 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

August 11, 2023

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

From: Deanna McCusker
City Administrator

Re: Funding Sources for the Pavement Striping and Signalization Project

We have been working with the DOT and Region 10 Regional Planning on funding for the Pavement Striping and Signalization Project. This project will include adding traffic signals at the intersection of Hwy 92 (E. Washington) & S. 12th Avenue and the 3-4 lane conversion. The total estimate of cost for the project is \$522,255.

Funding sources for the project is as follows:

- \$87,000 HSIP grant
- \$369,935 USTEP, with \$200,000 and local match of \$169,935
- \$65,320 STBG, with \$52,256 and local match of \$13,064
- \$182,999 of local match will come from RUT

Project	\$522,255
HSIP	(87,000.00)
USTEP	(200,000.00)
STBG	(52,256.00)
City	(182,999.00)

With all the various funding sources being used for the project, we have separate agreements that need to be approved and signed. I would recommend that we approve the HSIP, USTEP, and the STBG agreements.

**IOWA DEPARTMENT OF TRANSPORTATION
 Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: City of Washington

Project No.: STBG-SWAP-8140(615)--SG-92

Iowa DOT Agreement No.: 5-23-STBG-SWAP-021

This is an agreement between the City of Washington, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

The Recipient and the Department previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
USTEP	5-23-USTEP-015	UST-092-9(172)--4A-92	N/A
HSIP-SWAP	5-23-HSIP-SWAP-022	HSIP-SWAP-8140(6140)--SJ-92	N/A

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Eastern Region Local Systems Field Engineer, Dillon Feldmann. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:
 PCC Pavement Widening in the City of Washington, on IA 92 E from 12th Street to Wiley Ave
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$65,320 for the following phases of work as stipulated by the East Central Iowa Council of Governments:
 - Preliminary Engineering
 - Construction Engineering
 - Right-of-Way
 - X Construction
 - Other (please specify) _____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.

7. If the project described in Section 3 drops out of the East Central Iowa Council of Governments current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.
11. This agreement and the attached Exhibit 1 (& 2 if appropriate) constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Washington, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of (City Name), Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20____

Dillon Feldmann, P.E.
Local Systems Field Engineer
Eastern Region

Exhibit 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The RECIPIENT shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504.
- d. The RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the RECIPIENT shall submit a written request for acceptance to the DEPARTMENT. The DEPARTMENT will notify the RECIPIENT when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the DEPARTMENT's administering bureau shall be considered acceptance for construction. The DEPARTMENT will notify the RECIPIENT when acceptance is granted.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The RECIPIENT shall obtain agreements from utility companies as needed. The RECIPIENT shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to DEPARTMENT.

Note: The DEPARTMENT may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project will not be turned in for bid letting until the DEPARTMENT has reviewed and accepted the Project Development Certification.

- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving written notice that the DEPARTMENT has concurred in the contract award.

7. Construction.

- a. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities. The RECIPIENT's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The RECIPIENT will be initially responsible for all project costs. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:

- i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
- ii. refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the DEPARTMENT. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the DEPARTMENT; reimbursed funds shall be returned, and a possible suspension may be placed on the RECIPIENT from receiving funds from the DEPARTMENT on future projects until the RECIPIENT has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make this documentation available at all reasonable times for review by the DEPARTMENT. Copies of this documentation shall be furnished by the RECIPIENT if requested. Such documentation shall be retained for at least 3 years from the date of the DEPARTMENT's signature of the DEPARTMENT's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT.

Opinion of Cost for
4 to 3 Lane Conversion and Traffic Signals Washington St / IA 92
Washington, Iowa
7/14/2023

No.	Item	Description	Unit	Unit Price	HSP - Local SWAP		USTEP		CITY - STBG		Project Total Cost
					Division I	Cost	Quantity	Cost	Quantity	Cost	
1	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	\$50.00	0	\$0.00	215	\$10,750.00	50	\$2,500.00	\$13,250.00
2	2102-2713090	EXCAVATION, CL 13, WASTE	CY	\$50.00	0	\$0.00	0	\$0.00	58	\$2,900.00	\$2,900.00
3	2105-8425005	TOPSOIL, FURN+SPREAD	CY	\$100.00	0	\$0.00	10	\$1,000.00	75	\$7,500.00	\$8,500.00
4	2115-0100000	MODIFIED SUBBASE	CY	\$100.00	0	\$0.00	66	\$6,600.00	15	\$1,500.00	\$8,100.00
5	2121-7425010	GRANULAR SHLD, TYPE A	TON	\$50.00	0	\$0.00	0	\$0.00	36	\$1,800.00	\$1,800.00
6	2213-8201060	BASE WIDENING, 6" HMA	SY	\$90.00	0	\$0.00	0	\$0.00	150	\$13,500.00	\$13,500.00
7	2301-1033080	STD/S-F PCC PAVT, CL C CL 3, 8"	SY	\$100.00	0	\$0.00	258	\$25,800.00	74	\$7,400.00	\$33,200.00
8	2401-6745910	RMVL OF SIGN	EACH	\$200.00	0	\$0.00	1	\$200.00	0	\$0.00	\$200.00
9	2435-0254100	INTAKE, SW-541	EACH	\$9,000.00	0	\$0.00	0	\$0.00	1	\$9,000.00	\$9,000.00
10	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 20000, 15"	SY	\$100.00	0	\$0.00	0	\$0.00	5	\$500.00	\$500.00
11	2510-6745850	RMVL OF PAVT	LF	\$40.00	0	\$0.00	155	\$6,200.00	76	\$3,040.00	\$9,240.00
12	2510-6750600	RMVL OF INTAKE+UTILITY ACCESS	EACH	\$1,000.00	0	\$0.00	0	\$0.00	1	\$1,000.00	\$1,000.00
13	2511-6745900	RMVL OF SIDEWALK	EACH	\$20.00	0	\$0.00	80	\$1,600.00	19	\$380.00	\$1,980.00
14	2511-7526004	SIDEWALK, PCC, 4"	SY	\$60.00	0	\$0.00	20	\$1,200.00	0	\$0.00	\$1,200.00
15	2511-7526008	SIDEWALK, PCC, 8"	SY	\$100.00	0	\$0.00	57	\$5,700.00	33	\$3,300.00	\$9,000.00
16	2511-7528101	DETECTABLE WARNING	SF	\$50.00	0	\$0.00	50	\$2,500.00	0	\$0.00	\$2,500.00
17	2524-9265010	POST, STEEL	EACH	\$125.00	0	\$0.00	3	\$375.00	0	\$0.00	\$375.00
18	2524-9325001	TYPE A SIGN, SHEET ALUM	SF	\$25.00	0	\$0.00	14	\$350.00	0	\$0.00	\$350.00
19	2525-0000100	TRAFFIC SIGNALIZATION	LS	\$185,000.00	0	\$0.00	1	\$185,000.00	0	\$0.00	\$185,000.00
20	2525-8285000	CONSTRUCTION SURVEY	LS	\$25,000.00	0	\$0.00	1	\$25,000.00	0	\$0.00	\$25,000.00
21	2527-9263112	PAINTED PAVT MARK, HIGH-BUILD WATERBORNE	STA	\$50.00	494	\$24,700.00	0	\$0.00	0	\$0.00	\$24,700.00
22	2527-9263138	PAINTED SYMBOL+LEGEND, HIGH-BUILD WATERBORNE	STA	\$175.00	188	\$32,900.00	0	\$0.00	0	\$0.00	\$32,900.00
23	2527-9263180	PAVT MARK RMVD	EACH	\$50.00	211	\$10,550.00	0	\$0.00	0	\$0.00	\$10,550.00
24	2527-9263190	SYMBOL+LEGEND RMVD	EACH	\$100.00	20	\$2,000.00	0	\$0.00	0	\$0.00	\$2,000.00
25	2527-9270111	GROOVE CUT - PAVT MARK	STA	\$34.11	494	\$16,850.00	0	\$0.00	0	\$0.00	\$16,850.00
26	2528-8445110	TRAFFIC CONTROL	LS	\$30,000.00	0	\$0.00	1	\$30,000.00	0	\$0.00	\$30,000.00
27	2533-4980005	MOBILIZATION	LS	\$60,000.00	0	\$0.00	1	\$60,000.00	0	\$0.00	\$60,000.00
28	2554-0210201	FIRE HYDRANT ASSEMBLY, VM-201	EACH	\$10,000.00	0	\$0.00	0	\$0.00	1	\$10,000.00	\$10,000.00
29	2554-0210205	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
30	2601-2634100	MULCH	ACRE	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
31	2601-2636004	SEED+FERTILIZE (URBAN)	ACRE	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
32	2602-0000500	OPEN-THROAT CURB INTK SED FILT, EC-602	LF	\$40.00	0	\$0.00	40	\$5,000.00	0	\$0.00	\$5,000.00
33	2602-0000510	MAINT OF OPEN-THRT CURB INTKE SDWMT FLTR	EACH	\$125.00	0	\$0.00	4	\$500.00	0	\$0.00	\$500.00
34	2602-0000520	RMVL OF OPEN-THRT CURB INTKE SDWMT FLTR	EACH	\$125.00	0	\$0.00	4	\$500.00	0	\$0.00	\$500.00
Subtotal					\$87,000.00	\$87,000.00	\$369,935.00	\$65,320.00	\$522,256.00		
Funding Sources					\$87,000	55% or Max	\$200,000	80%	\$339,256		
Local Match					\$0	45% or rest	\$169,935	20%	\$182,999.00		

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:

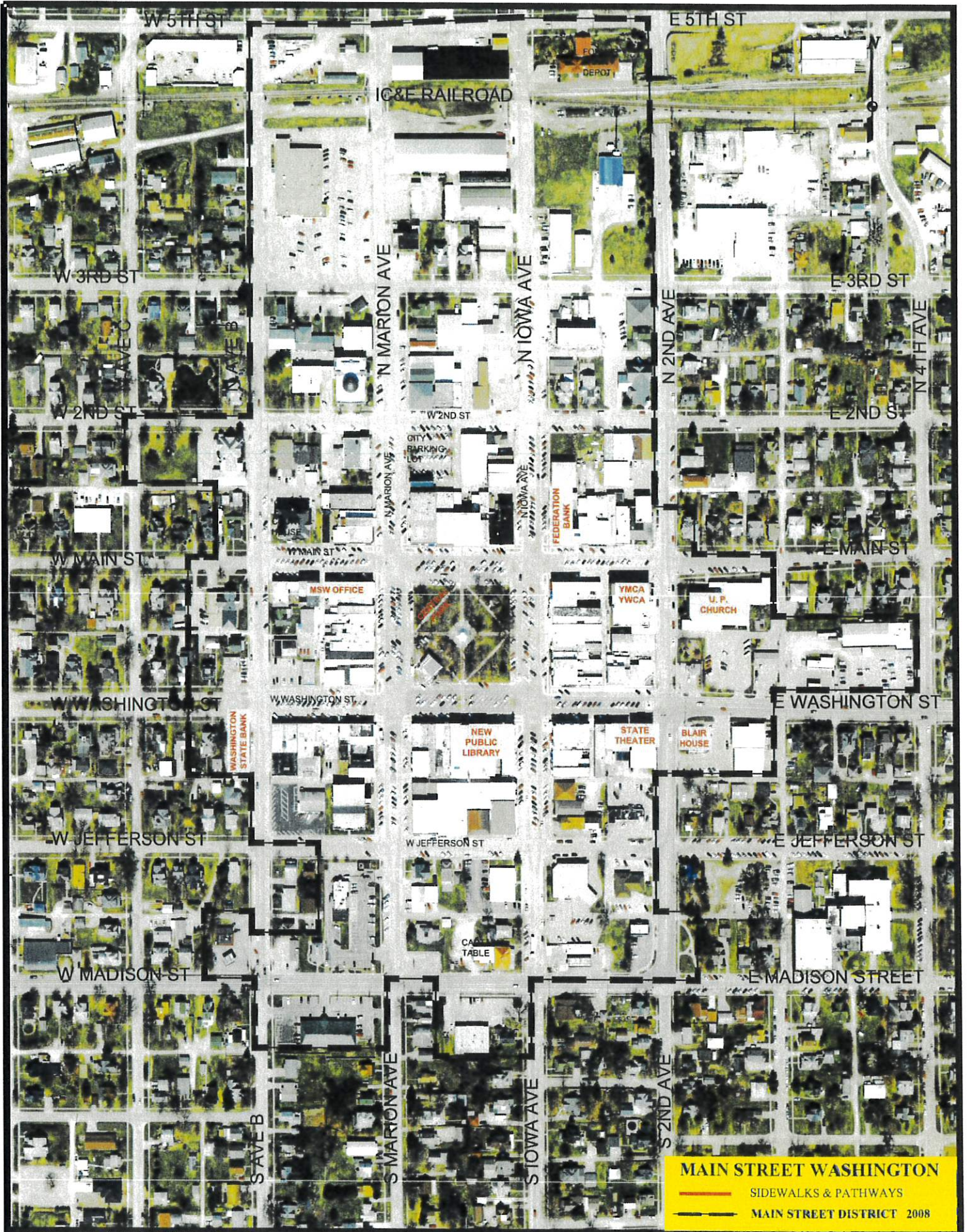
**City of Washington
Vacant Building Registration
215 E. Washington St.
Washington, IA 52353**

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 # _____



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

E JEFFERSON ST

W MADISON ST

E MADISON STREET

N MARION AVE

N IOWA AVE

N 2ND AVE

N 4TH AVE

S MARION AVE

S IOWA AVE

S 2ND AVE

MAIN STREET WASHINGTON
— SIDEWALKS & PATHWAYS
— MAIN STREET DISTRICT 2008

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

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

Keith S Murphy

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.

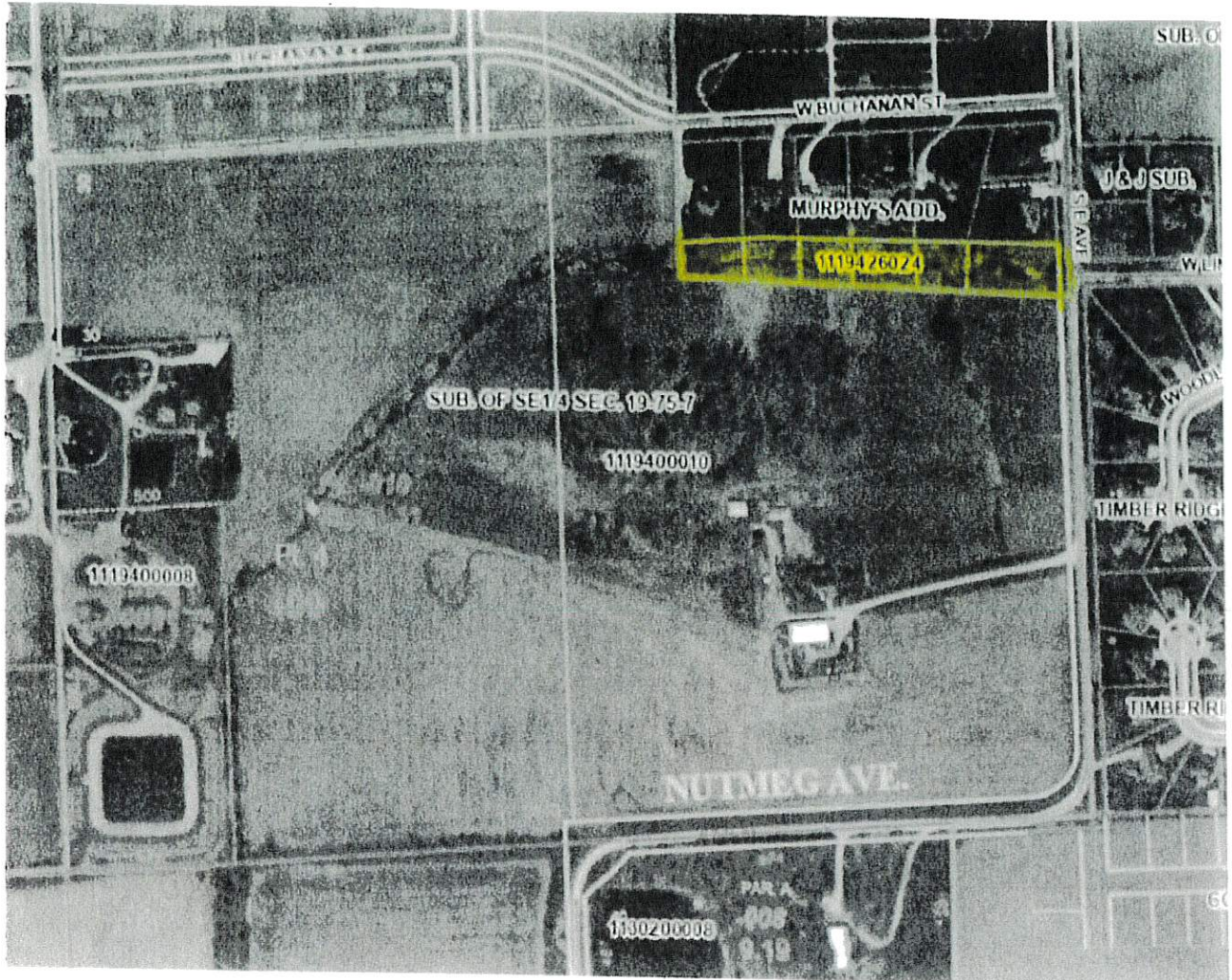
Changing the status from city to township would allow our office to join the subject parcel with the homestead parcel, creating one parcel number and one county tax bill.

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.

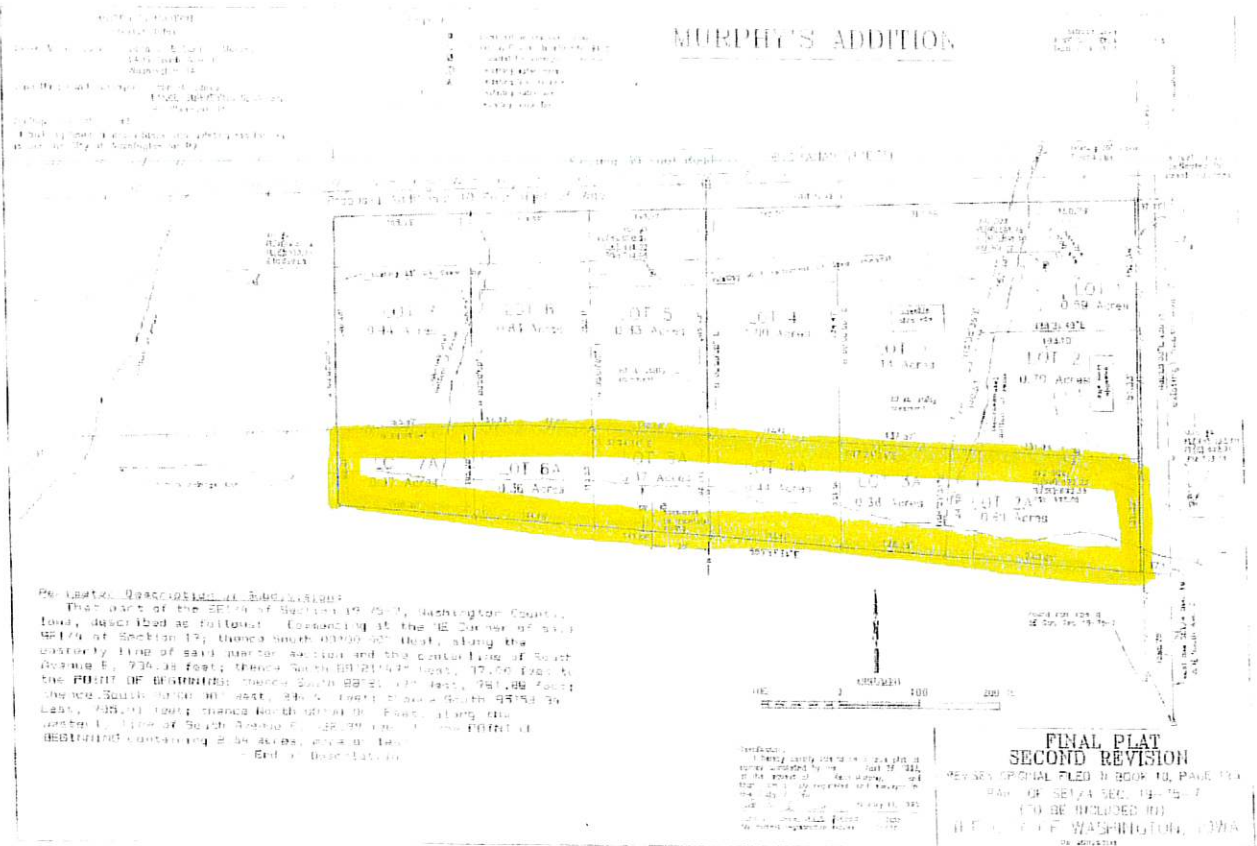
Thank you,

Christy Tinnes, ICA, RES
Washington County Assessor

Copy to: Keith Murphy



MURPHY'S ADDITION



Be Lateral Description of Subdivision:
 That part of the SE 1/4 of Section 19, T5N, R5E, Washington County, Iowa, described as follows: Commencing at the NE Corner of said SE 1/4 of Section 19, thence south 01°30' 00" West, along the easterly line of said quarter section and the center line of South Avenue E, 736.33 feet; thence South 88°21' 00" West, 17.70 feet to the POINT OF BEGINNING; thence South 88°21' 00" West, 181.00 feet; thence South 00° 00' West, 84.44 feet; thence South 88°58' 00" West, 188.00 feet; thence South 00° 00' West, along the westerly line of South Avenue E, 28.89 feet to the POINT OF BEGINNING containing 2.56 acres, more or less.
 - End of Description -

Witness:
 I hereby certify that this is a true and correct copy of the original plat as filed in my office on the 21st day of August, 1911.
 J. H. [Name]
 County Clerk

FINAL PLAT
SECOND REVISION
 RECORDED IN BOOK 10, PAGE 110
 OF SECTION 19-15-7
 (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