



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
ELM GROVE CEMETERY
1101 S AVE E
&
WOODLAWN CEMETERY
501 W ADAMS STREET
AT 4:00 P.M. TUESDAY, September 19, 2023
and
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, September 19, 2023

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/83446160915?pwd=cy9HWFhvYnl0QmthL2RUYYXI0cHR2QT09>

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, September 19th, 2023 to be approved as proposed or amended.

Consent:

1. Council Minutes September 5, 2023
2. Council Minutes September 12, 2023
3. Boland Recreation, Wellness Park Playground Miracle Recreation Equipment, \$82,080.00
4. Bolton & Menk, Washington Runway, \$282.00
5. Bolton & Menk, Airport -Install Solar Panels, \$4,000.00
6. Wesley Retirement Servies, Inc., Halcyon House, 1015 S. Iowa Avenue, Class C Retail Alcohol License, outdoor service (*renewal*)
7. DNP LLC (Corner Stop), 100 E. Madison St., Class E Retail Alcohol License (*amendment*)
8. Department Reports

SPECIAL PRESENTATION

- City Point Church

SPECIAL EVENT REQUESTS

- Main Street Washington – SNOW November 25, 2023
- Relay for Life – June 29, 2024

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS & FINANCIALS

- Claims for September 19, 2023
- June 2023 Year End Financial Report

NEW BUSINESS

1. Public Hearing on Annexation – 250th Street
2. Discussion and Consideration of a Resolution Approving Voluntary Annexation of Certain Properties
3. Discussion and Consideration of a Resolution Fixing Date for a Public Hearing on the Proposal to Enter Into a Development Agreement with Washington Hotel Group, LLC, and Providing for Publication of Notice Thereof
4. Discussion and Consideration of a Resolution Naming City Personnel Authorized to Access Financial Accounts and Conduct Banking Activities on Behalf of the City of Washington, Iowa
5. Discussion and Consideration of a Resolution Approving the Nutrient Reduction Feasibility Study
6. Discussion and Consideration of a Resolution Approving a Paving Agreement with W3 Construction, Inc.
7. Discussion and Consideration of a Resolution Approving an Agreement Between Keith S. & Sara K. Murphy and the City of Washington, Iowa
8. Discussion and Consideration of a Resolution Approving a Iowa Department of Natural Resources Project Grant Agreement
9. Discussion and Consideration of a Washington Housing Rehabilitation Contract for 116 N 7th Ave
10. Discussion and Consideration of a City of Washington Housing Rehabilitation Program Forgivable Loan for 116 N 7th Ave
11. Discussion and Consideration of a Construction Agreement for the City of Washington Housing Rehabilitation Program for 116 N. 7th Ave

OLD BUSINESS

1. 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 9-5-2023

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

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

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

Consent:

1. Council Minutes August 15, 2023
2. Ahlers & Cooney, P.C., Washington Hotel Group, LLC, \$693.00
3. Ahlers & Cooney, P.C., Washington East Commercial URP, \$158.00
4. Boland Recreation, Wellness Park Playground Installation of Equipment, \$75,597.00
5. Boland Recreation, Wellness Park Playground Miracle Recreation Equipment, \$168,357.00
6. Coleman Construction, Inc., Alley Project Between 200 Block of S. Marion Ave. and 200 Block of S. Avenue B, \$33,250.00
7. FOX Strand, 2021 Water Main Improvements, \$10,440.10
8. FOX Strand, East Interceptor and IRE Consultation, \$211.00
9. Garden & Associates, Buchanan Street Paving Project, \$1,240.00
10. Garden & Associates, Reconstruction of Adams Street, \$1,903.25
11. Iowa Municipal Workers' Compensation Association, Work Comp. Premium 23-24 Installment 3 , \$8,393.00
12. Kevin Olson, City Attorney August Legal Services, \$1,634.80
13. Veenstra & Kimm, Inc., Buchanan Street Detention, \$4,564.47
14. Veenstra & Kimm, Inc., 12th Ave. and Washington St. Intersection Improvements, \$4,591.50
15. Veenstra & Kimm, Inc., Dog Park Storm Sewer, \$2,557.95
16. Washington Title & Guaranty Company, New Abstract for Lot 9 of Washington Business Park Phase 1, \$500.00
17. Washington Spirits & Tobacco, 1061 W. Madison Street, Over-the-Counter, Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products (*new*)
18. Washington Spirits & Tobacco, 1061 W. Madison Street, Class E Retail Alcohol License (*new*)
19. The Topsy Traveler's LLC, 121 West Washington Street, Five-Day Special Class C Retail Alcohol License, (Sept. 7-11) (*new*)
20. Lebowski's of Washington, 1601 E. Washington St., Class C Retail Alcohol License, Outdoor Service Area, Catering Privilege (*renewal*)
21. Department Reports

Motion by Moore, seconded by Stigers, to approve consent items 1-17, 19, and 21. Motion carried.

Moore asked for consent items 18 and 20 to be considered separately. Motion by Moore, seconded by Earnest, to approve consent items 18 and 20 pending fire department inspections and fire chief approval. Motion carried.

Librarians Jenisa Harris and Allison Greiner presented a special event request for the End of Summer Library Fun Fest to be held September 24th in the library alley. Motion by Moore, seconded by Earnest, to approve the End of Summer Library Fun Fest. Motion carried.

Mike Griswold with Marion Avenue Baptist Church presented a special event request for their 50th Anniversary to use Central Park on September 23rd and to close W. Washington Boulevard from B Avenue to Marion Avenue in the eastbound lanes on September 24th. Motion by Stigers, seconded by Rangel, to approve the 50th Anniversary events for September 23 and 24 for Marion Avenue Baptist Church. Motion carried.

Ken Lindmeier and Shawn Altenhofen with the Corn Country Cruisers presented a special event request for the 2024 and 2025 cruise-in nights to be held the second Saturday of the month May-August. Motion by Earnest, seconded by Moore, to approve the Corn Country Cruisers Cruise-In nights for 2024 and 2025. Motion carried.

Motion by Earnest, seconded by Moore, to approve the Jaz It Up and Tippy Traveler's Fall Open House and Anniversary special event request for September 7, 2023. Motion carried.

Motion by Glinsmann, seconded by Moore, to approve the JT's Sips and Junkin Sisters Shop Hop special event request for September 15, 2023. Motion carried.

Code Enforcement Officer Anna Duwa presented the monthly nuisance report.

Presentation from the public: none.

The September 5, 2023 claims were presented by City Administrator Deanna McCusker. Motion by Stigers, seconded by Moore, to approve claims as presented. Motion carried.

Motion by Moore, seconded by Stigers, to approve a Resolution Supporting a Grant Application to the Washington County Riverboat Foundation – Fire Engine. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-074)**

Motion by Moore, seconded by Stigers, to approve a Resolution Accepting the West Buchanan Street Paving and Reconstruction Project as Completed. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-075)**

Motion by Earnest, seconded by Stigers, to approve Pay Application No. 13 (Final Pay Application) for West Buchanan Street Paving and Reconstruction to DeLong Construction, Inc. for \$30,000. Motion carried.

Motion by Stigers, seconded by Glinsmann, to approve a Resolution Approving Entering Into a Task Order with Veenstra & Kimm, Inc. for the Wellness Park Improvement Phase II Master Plan. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-076)**

Motion by Stigers, seconded by Moore, to approve a Resolution Approving Entering Into a Master Professional Services Agreement with Veenstra & Kimm, Inc. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-077)**

Library Director Cary Ann Siegfried answered council questions. Motion by Moore, seconded by Earnest, to approve a Resolution Approving Entering Into a Contract with Reed Construction, LLC for the Washington Public Library Makerspace Project. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-078)**

Motion by Earnest, seconded by Stigers, to approve a Resolution Setting a Public Hearing for Voluntary Annexation of Certain Properties. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-079)**

Motion by Moore, seconded by Rangel, to approve a Resolution Closing a Portion of S. 3rd Avenue Between E. Jefferson Street and E. Washington Street. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-080)**

Bids received for 2023 Sidewalk Repair Contract:

DCJ Concrete: \$4.50/sq. ft. 4" PCC, \$4.50/sq. ft., \$4.50/sq. ft. 6" PCC

Greg Bruty Construction LLC: \$6.25/sq. ft. 4" PCC, \$6.30/sq. ft. 6" PCC

Coleman Construction Inc.: \$8.25/sq. ft. 4" PCC, \$8.75/sq. ft. 6" PCC

Motion by Moore, seconded by Stigers, to approve a Resolution Awarding the Washington 2023 Sidewalk Repair Contract to DCJ Concrete. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-081)**

Bids received for Barthelow farmhouse roof project:

Godinez Construction: \$7,700

Rangel Construction: \$9,030

After discussion, no action was taken on the Resolution regarding the Barthelow roof project. The council requested to tour the property before taking action.

Motion by Earnest, seconded by Moore, to approve a Paving Extension for the Storage Area for W3 Construction in the business park. Motion carried.

Cemetery Sexton Zachariah Wibstad presented a request to the council for the next phase of the Woodlawn Cemetery fence project.

Woodlawn Cemetery fence bids received:
Gullett Fence & Guard Rail, Inc.: \$6,734.00
D&N Fence Co. Inc.: \$11,271.00

Motion by Moore, seconded by Glinsmann, to approve the Woodlawn Cemetery fence bid from Gullet Fence & Guard Rail Inc. for \$6,734.00. Motion carried.

Motion by Moore, seconded by Earnest, to approve Accepting the Resignation of City Clerk Sally Hart. Motion carried. Council and Hart both shared thanks.

Motion by Stigers, seconded by Glinsmann, to approve the Third 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: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Ordinance 1157)**

Motion by Moore, seconded by Glinsmann, to approve a Resolution Setting Fees Related to the Downtown Vacant Building Registration Process and to change the word "inspection" to "on site review." Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-082)**

Motion by Moore, seconded by Earnest, to untable a Resolution Amending the Employee Handbook for the City of Washington, Iowa. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Moore, seconded by Stigers, to take no action and review later a Resolution Amending the Employee Handbook for the City of Washington, Iowa. Motion carried.

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

Department reports were presented.

Motion by Glinsmann, seconded by Stigers, that the Regular Session held at 6:00 p.m., Tuesday, September 5, 2023, is adjourned at 7:07 p.m. Motion passed unanimously.

Sally Y. Hart, City Clerk

CITY OF WASHINGTON
Council Minutes 9-12-2023

The Council of the City of Washington, Iowa, met in Special Session in the Council Chambers, 215 East Washington Street on Tuesday, September 12, 2023, at 6:00 p.m. Mayor Pro Tem Youngquist in the chair.

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

Motion by Stigers, seconded by Moore, that the agenda for the Special Session to be held at 6:00 p.m., Tuesday, September 12, 2023, be approved. Motion carried.

Motion by Glinsmann, seconded by Earnest, to approve a special event request from Purposefully You for Junkin Sisters Shop Hop on September 15 and 16. Motion carried.

Jan Miller spoke to the council regarding the annual Relay for Life event. The 2024 event request will be presented to the council at their next regular session meeting for consideration.

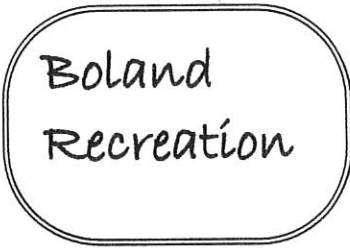
City council entered workshop to discuss the Capital Improvement Plan. Main Street Washington Director Samantha Meyer spoke of the importance and desire from downtown businesses to continuing the downtown streetscape and said continuing the brick is not requested. She also presented letters of support for the streetscape from Nicole Peterson, owner of Kennedy Insurance Agency Inc.; Melanie James, owner of Emporium; Ann Williams of Farm Bureau Financial Services – The Ann C. Williams Agency; and Clay Whisler. A letter was also presented to the council in support of the streetscape expansion from Isabella Santoro on behalf of the Great Places Committee. City Administrator Deanna McCusker presented the Capital Improvement Plan. Steve Soupir with FOX Strand answered council questions. Washington Economic Development Group Director Mary Audia and Police Chief Jim Lester were also present for the workshop.

Department reports were presented.

Motion by Glinsmann, seconded by Stigers, that the Special Session held at 6:00 p.m., Tuesday, September 12, 2023, is adjourned at 7:07 p.m. Motion passed unanimously.

Sally Y. Hart, City Clerk

Invoice



2347 Oak Park Road
 Marshalltown, IA 50158
 641-752-7589 Fax # 641-752-6604
 iowaparkplace@mchsi.com

Due Date	Date	Invoice #
10/20/2023	9/12/2023	23282

Bill To	Ship To
Washington, City of 215 E. Washington St. PO Box 516 Washington, Ia 52353	Washington, City of 1203 N. Ave E Washington, IA 52353

Work Order	P.O. No.	Rep	Approximate Ship Date
157306		JJ	9/20/2023

Description	Amount
Miracle Recreation Equipment	82,080.00T
<p>Please Pay Boland Recreation</p> <p>Boland Recreation reserves the right to charge a 1.5% per month finance charge on overdue invoices regardless of dates of payment approval meetings. In order to avoid finance charges for late payment, please contact Karen at kjb5@mchsi.com.</p>	

Subtotal	\$82,080.00
Sales Tax (0.0%)	\$0.00
Total	\$82,080.00
Payments/Credits	\$0.00
Balance Due	\$82,080.00



BOLTON & MENK

Real People. Real Solutions.

✓ this

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Washington
Washington Airport Commission
Kevin Erpelding, Chairman
215 East Washington
Washington, IA 52353

July 28, 2023
Project No: OT5.126418
Invoice No: 0317588
Client Account: WASHINGT_CI_IA

Washington/Runway 19/36 PAPI and REILs

Construction (002)
Professional Services

	Hours	Amount	
Planner	2.00	282.00	
Totals	2.00	282.00	
Total Labor			282.00
Total this Task			\$282.00
Total this Invoice			\$282.00

301-6-6020-6716
002-6-2080 _____ Initials *JEH*
EXP. *REIL'S PAPI'S*
Vender # _____ Date Rec. _____
Due Date _____ Inv # _____

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13495 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Washington
 Washington Airport Commission
 Kevin Erpelding, Chairman
 215 East Washington
 Washington, IA 52353

July 28, 2023
 Project No: OT5.128743
 Invoice No: 0317587
 Client Account: WASHINGT_CI_IA

Washington/Airport-Install Solar Panels

WO #7

Final Design Plans and Specifications (001)

Fee

Total Fee	4,000.00		
Percent Complete	100.00	Total Earned	4,000.00
		Previous Fee Billing	0.00
		Current Fee Billing	4,000.00
		Total Fee	4,000.00
		Total this Task	\$4,000.00
		Total this Invoice	\$4,000.00

301-6-6020
 6722

002-6-2080 Initials QK
 EXP. Solar Project
 Vender # _____ Date Rec. 8-16-2023
 Due Date _____ Inv # _____

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

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: Wesley Retirement Services, Inc. – Halcyon House

Business Address: 1015 S. Iowa Avenue

App # : App-185456

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

Permanent Premise Transfer:

Beer/Wine Permit:

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

Automatic Renewal:

Cigarette License:

Dance Permit:

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

Living Quarters:

Outdoor Service Area: X

Catering Privilege:

Date of Council Meeting: September 19, 2023

Police: DCI background check and/or local background check: Yes: No:
Police Chief sign off _____ . Date 9-8-2023

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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
WESLEY RETIREMENT SERVICES, INC.	Halcyon House	(319) 653-7264		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1015 South Iowa Avenue		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1015 South Iowa Avenue	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Vani Tschantz	(319) 653-8313	vtschantz@wesleylife.org

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	
Aug 1, 2023	July 31, 2024		
SUB-PERMITS			
Class C Retail Alcohol License			



State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Vani Tschantz	Washington	Iowa	52353	Executive Director	0.00	Yes
Robert Kretzinger	Johnston	Iowa	50131	CEO	0.00	Yes
Kristy VanderWiel	Johnston	Iowa	50131	Vice President of People and Culture	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

July 27, 2023

POLICY EXPIRATION DATE

July 26, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

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

App # : **App-186307**

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

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **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: **September 19, 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 _____ .



State of Iowa

Alcoholic Beverages Division

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

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 11, 2022	Aug 10, 2023	

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

*Millie Youngquist, Mayor Pro Tem
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
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
September 19, 2023

Project Updates:

Country Club View Subdivision: Punch list items completed. Will accept the final in October.
East Adams: Seeding will get started next week. They will also be doing the reseeding on S 12th.
Water Main: Seeding of East Main will get done while Stevens is here doing East Adams. Tie ins to the pool entrance will finish next week. Then pressure testing and bacteria testing will get done. Following that they will start boring from F Ave to C Ave. That part should take approximately a month to finish it. The contractor will coordinate the tie in at Casey's to pick the time that is least disruptive. We may need to amend the final completion date but will discuss in October.

This week:

Economic Vitality meeting – reviewed the Downtown Vacant Building Ordinance, talked about updating a business directory and discussed the downtown streetscape
Department Head one on one
Water Main Project Progress Meeting
Nuisance Meeting
Meeting to review city clerk job description and set timeline for advertising
WEDG Meeting here at City Hall
Prepared for City Council meeting
Held exit interview with Sally
Reviewed things with Sally to help with transition
Reviewed applications for wastewater operator

This next week:

Holding interviews for wastewater operator position
Council meeting
Main Street meeting
Historic Preservation Meeting
Council one on one
Iowa League Annual Conference Thursday and Friday

Also, anyone who is planning on rerunning for their council seat that expires at the end of the year, the affidavit of candidacy and nomination petition may be filed from now until the **21st of September at 5pm**. Information and the forms needed are here at city hall.

The September facility tour will be at the cemetery at 4:00pm on September 19th. Meet at Elm Grove cemetery office!

Water Treatment Plant: August 2023 Council Report

9/14/23

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

Water Plant Operations: We had high flows in August from the heat and drought, it was our highest consumption month of the year, slightly higher than last month (July). We have had a lot of service orders from people moving. We have been getting random power surges which have been causing alarms at the plant. I submitted our July MOR to the DNR. We read water meters, book 7, our monthly extra meter list, all unread meters, and re-reads. We changed 6 water meters in August. We continue to work on changing dead meters. I ordered bulk water meters. Ordering in bulk saves the city about \$4,000. I would like to thank Bill Wagner for servicing our fire extinguishers. We collected our routine monthly bacteria samples and the results were absent. We collected some extra samples(VOC's and SOC's). We have collected 17 of our 20 Lead and Copper samples. We will finish up the remaining 3 in September. Bulk chemicals were filled. We recorded our monthly well levels. We changed bag filters and RO 2 filters. We have been taking calls, texts, emails, and on-site inspections for lead service line inventory. We had 3 apartments on the shut off list and all are back on. We have watered trees at the plant as needed.

Street/Traffic Lights: We fixed a walk/don't walk push button. The light in front of the new Marion Avenue Baptist Church was installed. We are going to have a local electrician fix or replace all the sound signals that are currently not working. A handful are not working and this is something that needs to be addressed.

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 an AWWA region 6 meeting. We both have joined the AWWA region 6 meeting committee held here in Washington annually.

Meetings attended: Weekly staff meetings, 1 on 1 with Deanna, met with some sales reps, and attended a AWWA 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

Elm Grove & Woodlawn Cemeteries



Funerals

51 Total since 2/25/2023

21 Full size

30 Cremations

1 Dis-internment

14 Saturday Funerals

Building Maintenance

Main focus was cleaning inside and outside of all buildings. This was a major undertaking. Cleaned and painted the bathroom and thoroughly cleaned the office. Pressure washed the outside of buildings as well. Filled the dumpster and all cans with trash weekly for over a month. Including all trash stored behind buildings, waste metal, old chemicals, old tires, old pallets and old foundations have been discarded. Hauled a huge pile of dirt away. Stacked and organized paving stones.

The middle shed has been cleaned, rewired and insulated/paneled all walls. Installed roof vents and rafter vent shoots. Built shelves for storage to organize parts and materials.

Cleaned the Chapel of Remembrance.

Cleaned out Woodlawn buildings and secured doorways.

Yard Work

Trimmed all spruce trees, bushes and shrubs. Filling all low graves and cremations with plans to fall grass seed directly. Water all new trees. Spray weeds, mowing, weed trimming, working mulch. Have repaired multiple monuments and will continue to do so.

Equipment Repair/Maintenance

Mowers have all been serviced. All decks have been washed out and kept orderly.

2 Hustler mowers have had transmissions replaced.

Ford dump truck has been serviced and a few oil leaks have been repaired.

International Dump Truck, and John Deere tractor have both been assessed and a list of needed repairs made.

Ford F250 has been cleaned out, serviced, tires rotated and new seat covers installed.

The John Deere Gator has been serviced and cleaned and we built a new dump box for it and replaced seats.

The Case backhoe has been serviced and swing cylinders have been replaced.

Kubota tractor has been serviced and the 72" deck gear box was repaired.

I would like to add a big Thank You to all my staff at the cemetery. They all have come to work happy and gave me a full days work everyday. We are proud of the changes we have made, and the work we have put in here.

God Bless America



Zach Wibstad, Rick Wagenknecht, Gary Scheeler & Jordan Bell

MAINTENANCE & CONSTRUCTION DEPT. REPORT

8-19-23/9-1-23

STREETS: Personnel poured 35 yards of concrete (F-Main & Orchard). Street sweeper operated throughout the town.

WATER DISTRIBUTION: Personnel shut off 26 water services for nonpayment. Personnel replaced a farm hydrant and installed a curb stop located at the Dog Park. Personnel repaired 4 water main breaks marking 16 total main breaks for 2023. Locations of the breaks were, 400 block of East 3rd St (4 inch CIP), 1036 North Marion Ave (4 inch CIP), 200 block of East 3rd St (4 inch CIP), and another on the 200 block of East 3rd St.

SEWER COLLECTION: Personnel performed a sewer tap at 925 East 3rd St.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced #111 (hole in air hose), assisted Martin charging the A/C in one of the backhoes, Brush hog-mower (gear box issues), Cemetery dump truck (full service), repair cut heat wires at the Library sidewalk, PD 307, PD TrailBlazer (diagnosed problem), PD 232 (replaced rear pads and rotors and evap canister), PD 018 and leaking tire on #305.

OTHER: Personnel responded to 57 One Call Locates. Personnel hauled spoils away from the shop. Yard Waste pick up continued.

*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 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

August 2023 Activity Report

Structure fires- 1
Vehicle Fires – 0
Weather related- 0
Mutual aid assists- 0
Hazardous Incidents- 0
Grass fires- 1
Investigate/good intent- 9
Rescue/accidents- 3
Medical- 79

August calls for service- 93

January – Aug 2023 Calls for service

Fire/Rescue calls - 118
Medical calls – 557
Total calls – 675

EMS Continues to be busy with 93 calls for service in August. I think this is a new record for the number of medical calls in one month. We had a report of 1 structure fire in August. It was at 709 North Marion for a stove on fire. The damage was minimal. We responded to 3 vehicle accidents in August and several investigation calls for fire alarms, smoke smells & CO Detectors going off. Nothing major was found on any of these calls.

August training was on August 23rd. We did some Airpack agility training inside and spent time getting familiar with our new air packs that we received. We did this training indoors since it was very hot outside.

I attended numerous staff meetings and fire meetings. I attended the council meeting in August to request permission to add on to our storage building. I also attended a Fire Chief's meeting at the 911 communications center to discuss several different items. Full time staff continues to be busy responding to EMS & fire calls, fire inspections, rental inspections, and normal duties around the fire station.

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

**WWTP report
September 19th, 2023
Council meeting**

- **After hour alarm and dog call outs –**
9-11-23 Dog call to 115 S 12th @ 9:40p.m. Parker

- **Dept Head meetings –**September 12th,19th

- **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.

- **WWTP Interviews-**We will be doing 3 interviews on the 18th to fill our open position.

- **SBR basin #2 and #1-**We put #2 back in service after replacing and unplugging some diffusers and had to have some welding done on a crack on the decanter. We then took #1 out of service for diffuser and decanter maintenance.

- **WWTP August 2023, Discharge Monitoring Report (DMR) –** Average daily flow 1.09 million gallons (mg), maximum daily flow 2.32 mg, minimum daily flow .763 mg. There were zero (0) violations of the WWTP’s NPDES discharge permit. Total precipitation for August = >2.95” (recorded at the WWTP).

CBOD5 removal 85% required	result = 93.4 %
Influent CBOD5 monthly total =	1278.5 mg/L
Effluent CBOD5 monthly total =	84.65 mg/L

TSS removal 85% required	result =98.1%
Influent TSS monthly total =	2880 mg/L
Effluent TSS monthly total =	55.32 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
9/15/2023 8:30 A.M.**



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: SNOW: Lighting Ceremony, Lighted Parade & Jingle Bell Run

Coordinator: Main Street Washington

Contact Number: 319-653-3918

Email Address: samantha@washingtioniowa.org

2. EVENT INFORMATION

Event Description: Jingle Bell Run to start at 9am, need parking and roads blocked by 7am, live radio play (in library) will be 5-6p, tree lighting ceremony 6-6:30p, lighted parade approx. 6:30p, map attached for roadblocks w/barricades, ideal to have traffic officer for parade. JT Sips will be parked to sell hot cocoa and other holiday beverages (non alcoholic).

Days/Dates of Event: November 25, 2023

Time(s) of Event: (Include Set Up/Tear Down Time) Jingle bell run 8a-10a; parade/ceremony 4:30p-9p

Event Location: Downtown/Central Park; Jingle Run -square to sunset park

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: Close Washington St. in front of Library for the Radio Play so that spectators may view through the window starting at 4:30, followed by the entire square for the Parade starting about 5:30 closing just the outside driving lane.

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

Media Release, social media, & postcards to mailboxes. Signs will be placed in cones around downtown stating no parking after 4:30 for the parade.

Other Requests

- Temporarily park in a "No Parking" area location: _____ Use of gators/UTV/ATV on City streets
- Use of City Park (specify park : Central Park) Electrical Needs: _____ 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 x 2 Other (please specify :)

5. SOUND SYSTEMS Please indicate if the following will be used:

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

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

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

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

Contact Person: Samantha Meyer & Steve Roth _____ Phone: 319-653-3918 or 319-321-2049 _____

7. INSURANCE

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

Certificate of Insurance provided and accepted Certificate of Insurance not required

8. AGREEMENT

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

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



 Applicant/Sponsor Signature

9-10-23

 Date

DEPARTMENT APPROVALS

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>9-5-23</u>	City Clerk (Liquor Licenses)	Sally Y. Hart 319-653-6584 ext 131	shart@washingtioniowa.gov Comments/Restrictions:
<u>9-5-23</u>	Police Chief	Jim Lester 319-458-0264	jlester@washingtioniowa.gov Comments/Restrictions:
<u>9-6-23</u>	Fire Chief	Brendan DeLong 319-461-3796	bdelong@washingtioniowa.gov Comments/Restrictions:
<u>9-5-23</u>	Streets	JJ Bell 319-653-1538	jjbell@washingtioniowa.gov Comments/Restrictions:
<u>9-5-23</u>	Parks	Nick Pacha 319-321-4886	npacha@washingtioniowa.gov Comments/Restrictions:
<u>n/a</u>	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions:		

CITY COUNCIL APPROVAL

 City Clerk Signature

 Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Horak Insurance 115 E. Washington Street Washington IA 52353		CONTACT NAME: Erin Leyden PHONE (A/C, No. Ext): (319) 653-2116 E-MAIL ADDRESS: erin@horakinsurance.com FAX (A/C, No.): (888) 361-7576																						
INSURED Main Street Washington, Inc 205 W Main St Washington IA 52353-1722		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>West Bend Mutual Insurance</td> <td>15350</td> </tr> <tr> <td>INSURER B:</td> <td>Liberty Mutual Insurance Group</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West Bend Mutual Insurance	15350	INSURER B:	Liberty Mutual Insurance Group		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

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

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

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

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

CERTIFICATE HOLDER City of Washington 215 E Washington Stq Washington IA 52353	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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SNOW Parade & Events Layout 2023

Key:



Barricades

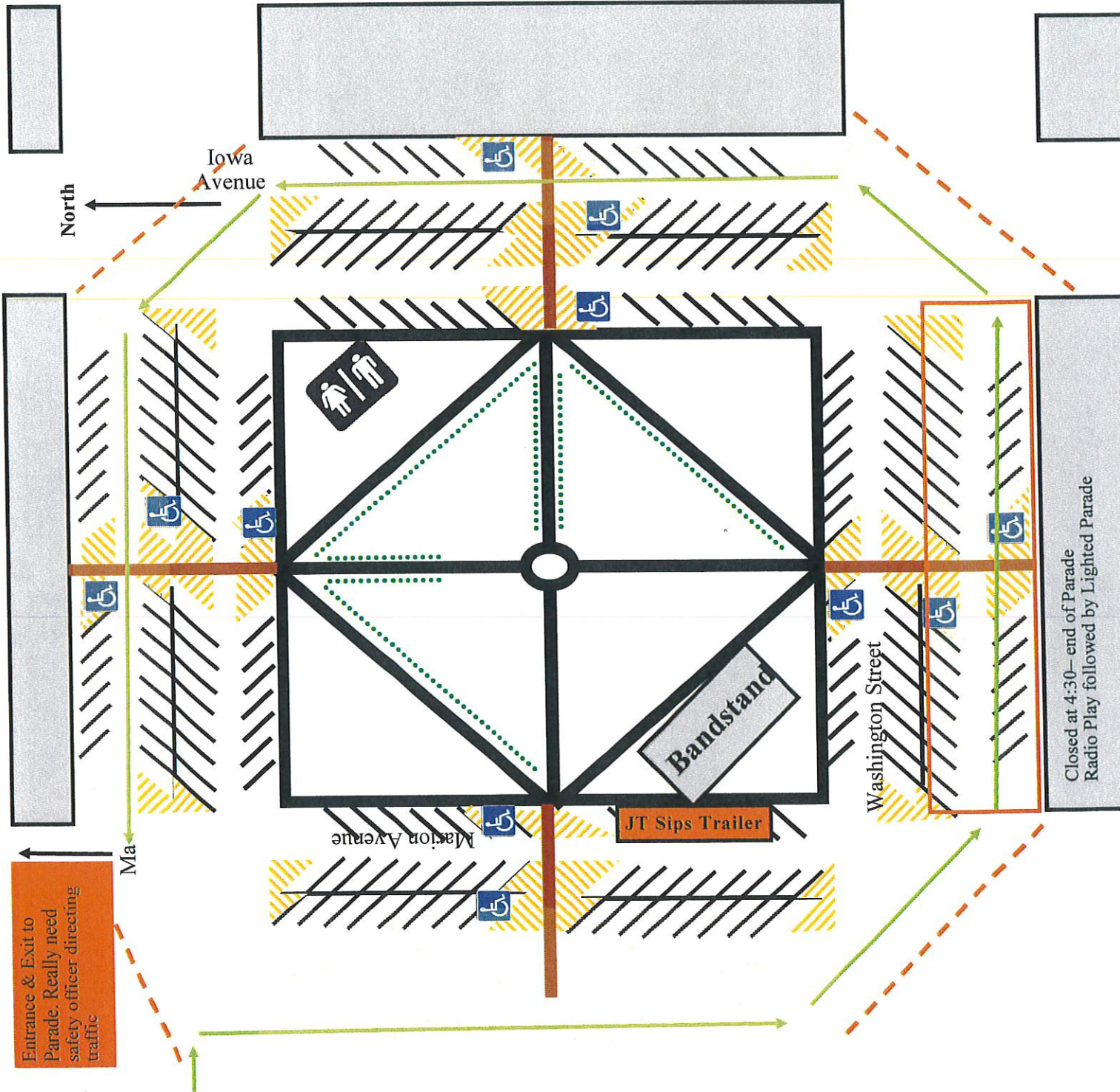
Parking closure for Parade



Parade Route



Lights of Love Memory trees



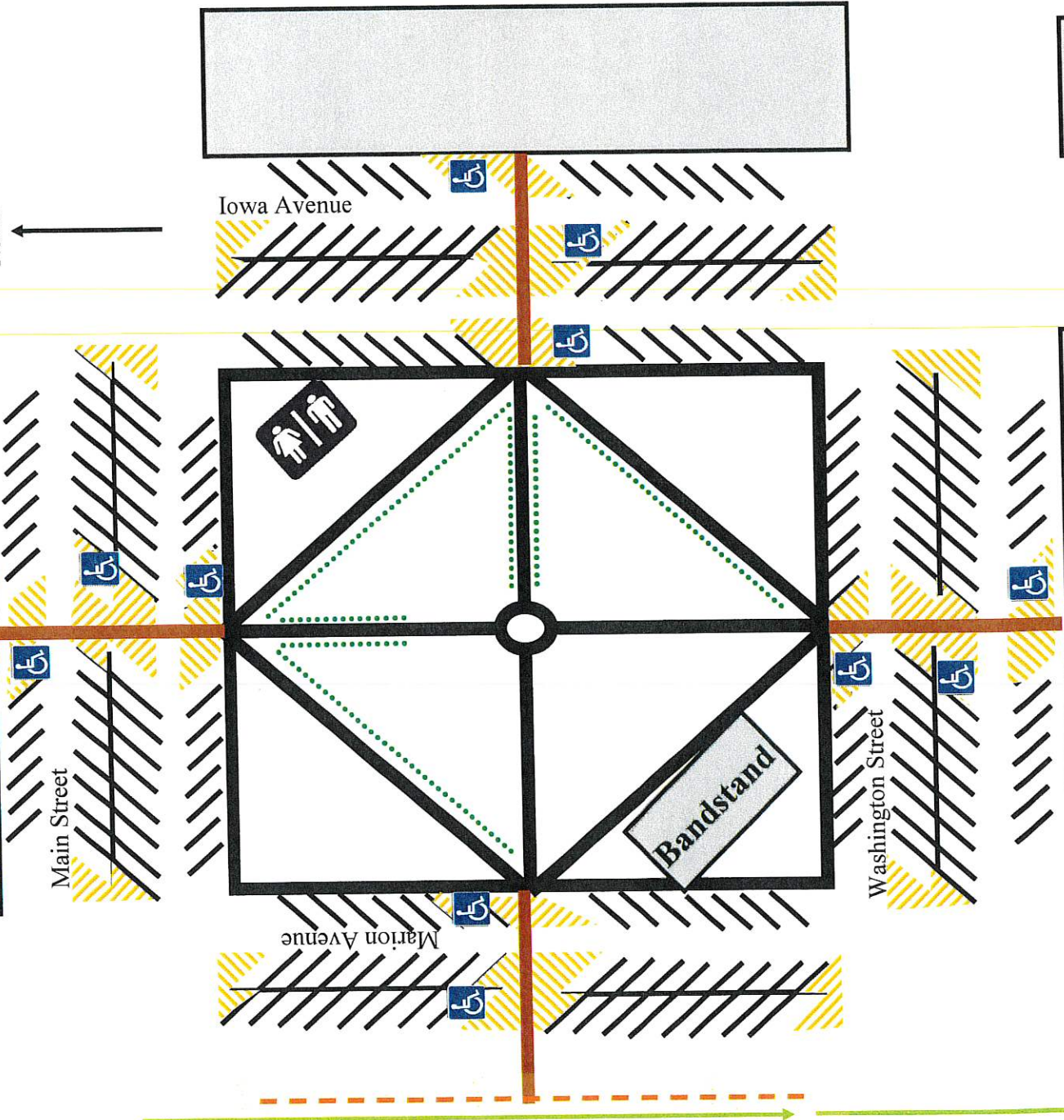
Entrance & Exit to Parade. Really need safety officer directing traffic

Closed at 4:30—end of Parade
Radio Play followed by Lighted Parade

SNOW—Jingle Bell Run Route



North



Key:



Cones

Parking closure for Parade



Run Route

Jingle Bell Run starts at JPs 207, turns at the Village, continues down Marion and turns at the church to go to Sunset Park



The Village

Main Street

Marion Avenue

Iowa Avenue

Washington Street

Bandstand

Jan Miller
319-461-0165



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: Washington County Relay For Life

Coordinator: Jodi McArthur

Contact Number: 319-461-5886

Email Address: Wash.coRelayForLife@yahoo.com

2. EVENT INFORMATION

Event Description: _____

Days/Dates of Event: One Day - June 29th Sat

Time(s) of Event: (Include Set Up/Tear Down Time) 10:00 AM - 8:00 PM

Event Location: Washington Town Square PARK

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: 1 side of Each block around the Square

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

8. AGREEMENT

In consideration of the City of Washington, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Washington, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Washington, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind 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.

Jan Miller
Applicant/Sponsor Signature

9-8-23
Date

DEPARTMENT APPROVALS

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
<u>9/6/23</u> <i>OK</i>	City Clerk (Liquor Licenses)	Sally Y. Hart <i>Left message</i>	319-653-6584 ext 131	sallyhart@washingtioniowa.gov <i>meeting - 9-19-23 - 6PM</i>
	Comments/Restrictions:			
<u>9/6/23</u> <i>OK</i>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
<u>9/6/23</u> <i>OK</i>	Fire Chief	<i>Andy Miller</i> Brendan DeLong <i>Left message</i>	319-461-3796	bdelong@washingtioniowa.gov
	Comments/Restrictions:			
<u>9/6/23</u> <i>OK</i>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
<u>9/6/23</u> <i>OK</i>	Parks	<i>Left message</i> Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:			
<u>9/6/23</u> <i>OK</i>	County Environmental Health (if serving food):			
	Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions: <i>Cindy - 319-591-3488</i>			

Other Requests

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

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

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

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

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

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

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

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

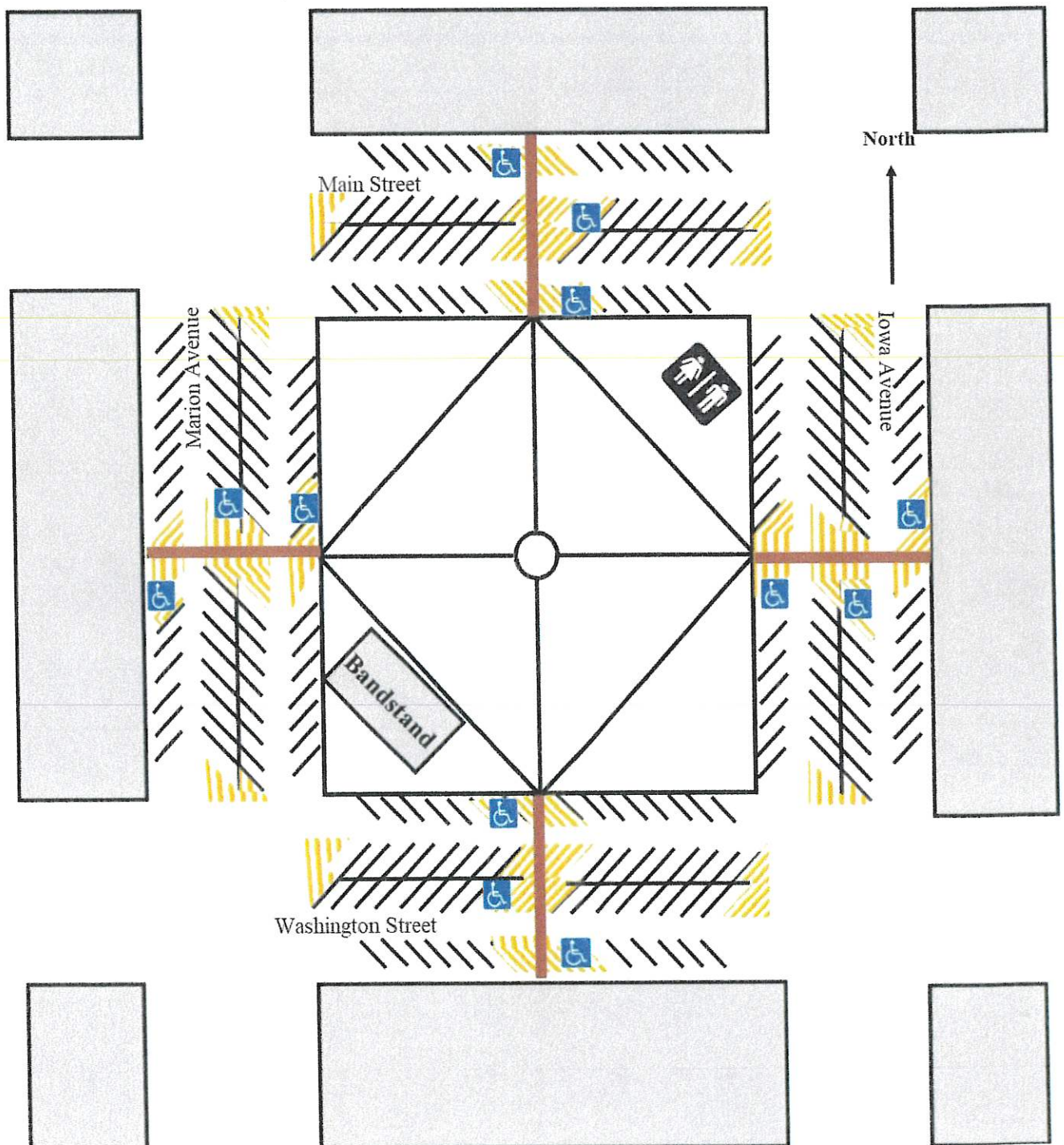
Contact Person: Jan Miller Phone: 319-461-0165

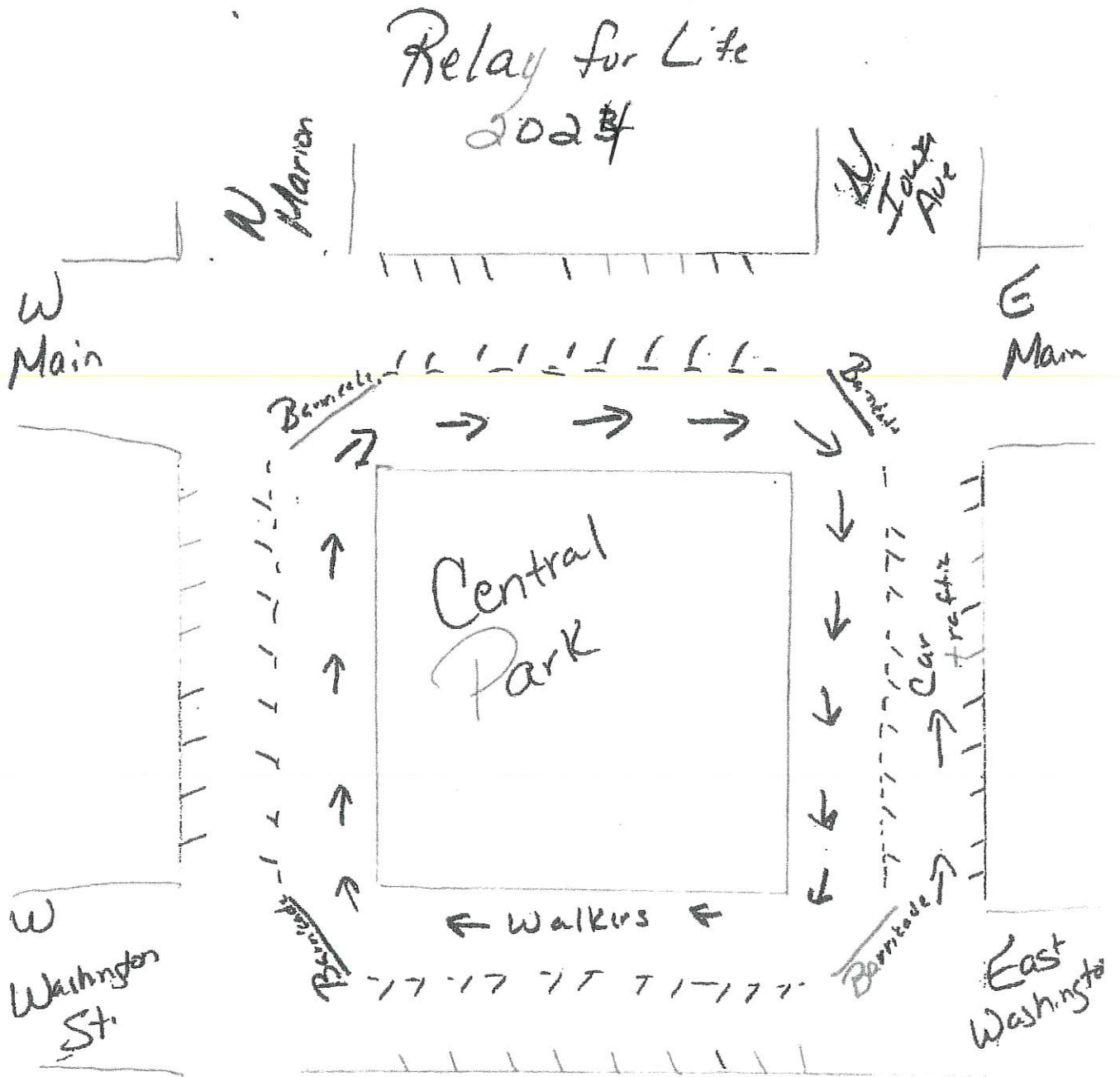
7. INSURANCE N/A

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

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





Barricades on corners

Caution tape thru center parking area

Relay walkers on inside street

Car traffic on outside north to park

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
SEPTEMBER 19, 2023**

POLICE	ACE-N-MORE	AMMO FOR ILEA, EQUIPMENT, WATER	1,220.20
	ALTENHOFEN, SHAMUS	MEALS, SUPP. FIREARMS SCHO	391.76
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	31.23
	ARCHER APPLIANCE	FILTER	4.99
	ARNOLD MOTOR SUPPLY	PARTS	131.04
	BARRON MOTOR SUPPLY	BRAKES FOR UNIT 232	653.12
	BDH TECHNOLOGY LLC	IT CONTRACT	585.00
	CITY OF MELCHER-DALLAS	AMMUNITION	175.00
	COBB OIL CO, INC.	FUEL	3,262.61
	IOWA PRISON INDUSTRIES	ILEA-UNIFORMS-FRAISE	230.00
	KCTC	PHONE & INTERNET	232.70
	RANGEMASTERS TRAINING CENTER	PATROL SUPPLIES	172.83
	SLEEP INN & SUITES	LODGING FOR S. ALTENHOFEN	358.40
	THE CTK GROUP	TRAINING	500.00
	VERIZON WIRELESS	WIRELESS SERVICE	969.82
		TOTAL	8,918.70
FIRE	COBB OIL CO, INC.	FUEL	894.41
	FELD FIRE	FOAM	787.80
	GALLS LLC	UNIFORMS	98.79
	LEET'S REFRIGERATION	ICE MACHINE SERVICE	214.50
	KCTC	PHONE & INTERNET	188.80
	MIDWEST BREATHING AIR SYSTEMS	SCUBA AIR COMP MAINT	906.07
	CINTAS CORP LOC. 342	TOWEL SERVICE	87.87
	VERIZON WIRELESS	WIRELESS SERVICE	120.03
	AIR CLEANING TECHNOLOGIES INC	EXHAUST FOR NEW PICKUP	536.75
		TOTAL	3,835.02
DEVELOPMENT SERVICES	VERIZON WIRELESS	WIRELESS SERVICE	179.18
		TOTAL	179.18
LIBRARY	ALLIANT ENERGY	ALLIANT ENERGY	3,317.19
		TOTAL	3,317.19
PARKS	ACE-N-MORE	SUPPLIES	397.95
	ALLIANT ENERGY	ALLIANT ENERGY	1,727.19
	BLUE MOON SATELLITES, LLC	PORTABLE TOILETS	360.00
	COBB OIL CO, INC.	FUEL	1,155.15
	JOHN DEERE FINANCIAL	MOWER REPAIR	167.63
	KCTC	PHONE & INTERNET	340.21
	VERIZON WIRELESS	WIRELESS SERVICE	40.01
	WASH CO EXTENSION OFFICE	PESTICIDE REGULATION CLASS	90.00
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	19.08
	WASHINGTON RENTAL	PARTS	22.97
		TOTAL	4,320.19
POOL	ACE-N-MORE	POOL SUPPLIES	23.98
	KCTC	PHONE & INTERNET	85.94
	STATE HYGIENIC LAB	TESTING	14.50
		TOTAL	124.42
CEMETERY	ACE-N-MORE	MIDDLE SHED	340.72
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	67.00
	COBB OIL CO, INC.	FUEL	1,065.43
	HIWAY SERVICE CENTER	SERVICE	150.00
	KCTC	PHONE & INTERNET	120.28

	VERIZON WIRELESS	WIRELESS SERVICE	46.39
	WASHINGTON LUMBER	BLDG MATERIAL	273.72
	WIBSTAD, ZACH	BOOT REIMBURSEMENT	100.00
		TOTAL	2,163.54
FINANCIAL ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	41.70
	CINTAS CORP LOC. 342	RUG SERVICE	55.55
	GOOGLE LLC	EMAIL SUBSCRIPTION	396.00
	KCTC	PHONE & INTERNET	1,147.83
	MARIE ELECTRIC INC.	LIGHTING RELAY	393.66
	PITNEY BOWES GLOBAL FIN SERVICES LLC	POSTAGE MACHINE LEASE	313.44
	VERIZON WIRELESS	WIRELESS SERVICE	127.79
	WASH CO RECORDER	RECORDING FEES	74.00
	WMPF GROUP LLC	LEGAL ADVERTISING	360.57
		TOTAL	2,910.54
AIRPORT	ACE-N-MORE	SUPPLIES	36.96
	BAUTISTA MIRANDA, YOLANDA	AUGUST CLEANING	300.00
	KUCERA, KURT	SUPPLY REIMBURSEMENT	36.59
	MARIE ELECTRIC INC.	REPAIRS	471.98
	TITAN AVIATION FUELS	FUEL	14,207.61
	VERIZON WIRELESS	WIRELESS SERVICE	46.39
	VETTER'S INC-CULLIGAN WATER	AIRPORT WATER	41.95
	WINDSTREAM IOWA COMMUNICATIONS	SEPT SERVICE	207.56
		TOTAL	15,349.04
ROAD USE	ACE-N-MORE	SUPPLIES, BOOTS, PAINT/DRILL BITS	334.88
	ARNOLD MOTOR SUPPLY	PARTS	135.13
	CERTIFIED LABORATORIES	SUPPLIES	440.65
	CHEMSEARCH FE	SUPPLIES	295.95
	COBB OIL CO, INC.	FUEL	2,518.94
	COBB OIL CO., INC-BP ONE TRIP	FUEL	176.87
	DOUDS STONE LLC	ROADSTONE	1,595.10
	GIERKE ROBINSON CO., INC	ADA PADS	1,035.27
	HY-VEE	MEETING	54.81
	IDEAL READY MIX	W MAIN & N F/ORCHARD PATCH	3,713.50
	JOHN DEERE FINANCIAL	PARTS	169.36
	RIVER PRODUCTS	ROCK	597.36
		TOTAL	11,067.82
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	12,242.48
	MARIE ELECTRIC INC.	REPAIRS	253.22
		TOTAL	12,495.70
DEBT SERVICE	UMB BANK, N.A.	GO BOND ADM FEES	600.00
		TOTAL	600.00
INDUSTRIAL DEVELOP	WASH CO TREASURER	BUSINESS PARK PROPERTY TAXES	2,730.00
		TOTAL	2,730.00
SIDEWALK REPAIR	ROSE, CHRISTOPHER	SIDEWALK REPLACEMENT PROGR	128.00
		TOTAL	128.00
RESIDENTIAL DEVELOP	WASH CO TREASURER	NLW LAND- PROP TAXES	2.00
		BELL LAND PROPERTY TAXES	388.00
		TOTAL	390.00

K-9 PROGRAM	ACE-N-MORE	K9 DOG FOOD	44.99
		TOTAL	44.99
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	18,625.73
	COBB OIL CO, INC.	FUEL	168.74
	EPPERLY, RANDY	MILEAGE REIMBURSEMENT	11.79
	GLOBAL PAYMENTS	DC/CC ADMIN FEE	4,048.88
	HAWKEYE FIRE & SAFETY	EXTINGUISHER MAINTENANCE	75.00
	IA DEPT OF REVENUE	WET TAX	8,774.22
	KCTC	PHONE & INTERNET	158.67
	STATE HYGIENIC LAB	TESTING	179.50
	VERIZON WIRELESS	WIRELESS SERVICE	46.39
		TOTAL	32,088.92
WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	30.77
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	83.25
	COBB OIL CO, INC.	FUEL	269.90
	CONTRACTOR SOLUTIONS	NEW TRASH PUMP	2,986.52
	IOWA ONE CALL	SERVICE	84.60
	KCTC	PHONE & INTERNET	104.31
	USA BLUEBOOK	SAFETY GLASSES/H2O BOX LOCATORS	2,101.46
	VERIZON WIRELESS	WIRELESS SERVICE	84.40
		TOTAL	5,745.21
SEWER PLANT	ACE-N-MORE	HOSE PARTS/HITCH	107.85
	ALLIANT ENERGY	ALLIANT ENERGY	670.56
	AMAZON CAPITAL SERVICES	PRINTER INK	265.98
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	50.31
	COBB OIL CO, INC.	FUEL	582.53
	EUROFINS ENVIRONMENT TESTING NC	CERTIFIED TESTING	2,193.50
	EVANS WELDING LLC	DECANTER REPAIR	172.50
	HARRIS BOYZ HEATING & AIR LLC	HEAT PUMP #1 REPAIR	1,595.00
	IA DEPT OF REVENUE	SALES TAX	2,190.01
	KCTC	PHONE & INTERNET	197.67
	MID-AM RES. CHEMICAL CORP	DEGREASER	1,276.18
	STATE HYGIENIC LAB	TESTING	529.00
	UNITED LABORATORIES	DEGREASER	367.00
	USA BLUEBOOK	LAB SUPPLIES	481.58
	VERIZON WIRELESS	WIRELESS SERVICE	364.16
	WINDSTREAM IOWA COMMUNICATIONS	SEPT SERVICE	56.97
		TOTAL	11,100.80
SEWER COLLECTION	ALLIANT ENERGY	ALLIANT ENERGY	1,125.45
	COBB OIL CO, INC.	FUEL	1,386.17
	KCTC	PHONE & INTERNET	104.31
	MARTIN EQUIPMENT OF IA-IL	SERVICE CALL	78.00
	VERIZON WIRELESS	WIRELESS SERVICE	46.39
	WASHINGTON DISCOUNT TIRE	REPAIR	24.74
		TOTAL	2,765.06
SELF INSURANCE	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	358.19
		TOTAL	358.19
		TOTAL	120,632.51

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
JUNE 30, 2023

FUND	6/1/2023		REVENUES NOT YET RECEIVED	6/30/2023		
	BEGINNING CASH BALANCE	M-T-D REVENUES		M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	1,517,217.00	278,451.70	-	730,242.93	-	1,065,425.77
002-AIRPORT FUND	407,026.21	19,457.52	-	56,594.80	-	369,888.93
010-CHAMBER REIMBURSEMENT	1,030.58	20,646.00	-	11,588.10	-	10,088.48
011-MAIN STREET REIMBURSEMENT	(1,359.84)	5,439.73	-	4,079.89	-	-
012-WEDG REIMBURSEMENT	2,256.72	8,835.35	-	8,005.94	-	3,086.13
050-DOWNTOWN INCENTIVE GRANT	131,473.15	100,000.00	-	-	-	231,473.15
110-ROAD USE	731,154.18	114,436.66	-	158,257.18	-	687,333.66
112-EMPLOYEE BENEFITS	-	12,668.89	-	12,668.89	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	1,021.26	-	1,021.26	-	-
121-LOCAL OPTION SALES TAX	-	113,703.07	-	113,703.07	-	-
122-LOST DEBT SERVICE	300.00	-	-	300.00	-	-
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	168,954.36	-	-	21,552.50	-	147,401.86
125-UNIF COMM UR-NE IND	44,840.28	-	-	44,840.28	-	-
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	-	-	-	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	24,739.98	-	-	24,739.98	-	-
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	-	-	-	-	-
133-UNIF COMM UR-IRE	0.04	-	-	0.04	-	-
134-DOWNTOWN COMM UR	156,500.32	1,526.90	-	158,027.22	-	-
145-HOUSING REHABILITATION	54,710.32	-	-	-	-	54,710.32
146-LMI TIF SET-ASIDE	150,745.64	-	-	-	-	150,745.64
200-DEBT SERVICE	4,200.18	30,461.87	-	18,155.24	-	16,506.81
300-CAPITAL EQUIPMENT	212,733.11	471,188.45	-	238,005.24	-	445,916.32
301-CAPITAL PROJECTS FUND	1,580,575.70	736,116.63	-	842,436.04	-	1,474,256.29
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	888,122.18	180,591.59	-	480,104.00	-	588,609.77
308-INDUSTRIAL DEVELOPMENT	491,711.20	9,178.75	-	31,601.10	-	469,288.85
309-MUNICIPAL BUILDING	-	164,402.71	-	164,402.71	-	-
310-WELLNESS PARK	3,920.95	115,104.00	-	-	-	119,024.95
311-SIDEWALK REPAIR & REPLACE	132,937.86	384.00	-	1,515.00	-	131,806.86
312-TREE REMOVAL & REPLACE	20,948.59	-	-	750.00	-	20,198.59
315-RESIDENTIAL DEVELOPMENT	549,976.60	25,955.28	-	50,000.00	-	525,931.88
317-ARPA CAPITAL PROJECTS	998,643.41	2,614.40	-	125,000.00	-	876,257.81
325-BUILDING & FACILITY MAINT	13,524.60	74,036.23	-	-	-	87,560.83
510-MUNICIPAL BAND	8,051.96	-	-	-	-	8,051.96
520-DOG PARK	4,178.88	-	-	-	-	4,178.88
530-TREE COMMITTEE	19,714.85	-	-	5,130.28	-	14,584.57
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	3,631.25	-	-	-	-	3,631.25
541-K-9 PROGRAM	2,021.23	-	-	294.53	-	1,726.70
545-SAFETY FUND	3,336.89	6,588.53	-	4,823.09	-	5,102.33
550-PARK GIFT	51,216.99	52,603.93	-	4,451.71	-	99,369.21
570-LIBRARY GIFT	328,885.41	1,596.30	-	13,790.45	-	316,691.26
580-CEMETERY GIFT	2,078.00	-	-	55.00	-	2,023.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	710,703.84	160,415.49	-	359,597.20	-	511,522.13
601-WATER DEPOSIT FUND	33,120.00	1,200.00	-	2,025.00	-	32,295.00
602-WATER SINKING	-	244,350.00	-	244,350.00	-	-
603-WATER CAPITAL PROJECTS	-	234,528.15	-	234,528.15	-	-
610-SANITARY SEWER	1,061,879.37	194,437.97	-	777,707.36	-	478,609.98
612-SEWER SINKING	-	660,667.50	-	660,667.50	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-	-
670-SANITATION	166,478.87	54,656.91	-	98,337.00	-	122,798.78
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	546,320.57	1,339.10	-	1,845.73	-	545,813.94
951-UNEMPLOYMENT SELF INS	77,631.86	93.75	-	-	-	77,725.61
TOTAL BALANCE	11,385,303.29	4,098,698.62	-	5,705,194.41	-	9,778,807.50

Cash in Bank - Pooled Cash

Wash St. Bank - Operating Account	3,464,893.04 (1)
Wash St. Bank - Airport Fuel Account	-
Cash in Drawer	350.00
Investment in IPAIT	575,928.02
Wash St - Farm Mgmt Acct	202,278.53
Wash St Bank - CD 1/14/2019	525,523.58
Wash St Bank - CD 08/30/2018	270,242.15
Wash St Bank - ISC Account	4,739,592.18
TOTAL CASH IN BANK	9,778,807.50

Interest Rate

0.20%
N/A
0.20%
0.65%
0.65%
4.00%

(1) Washington State Bank
Outstanding Deposits & Checks/Wages payable
3,464,893.04

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
JUNE 30, 2023

FUND	7/1/2022	Y-T-D	REVENUES NOT	Y-T-D	EXPENSES NOT	6/30/2023
	BEGINNING					REVENUES
	CASH BALANCE					BALANCE
001-GENERAL FUND	1,022,613.53	4,547,974.71	-	4,505,162.47	-	1,065,425.77
002-AIRPORT FUND	358,953.40	377,638.07	-	366,702.54	-	369,888.93
010-CHAMBER REIMBURSEMENT	7,902.24	169,735.56	-	167,549.32	-	10,088.48
011-MAIN STREET REIMBURSEMENT	2,118.03	44,896.18	-	47,014.21	-	-
012-WEDG REIMBURSEMENT	2,584.82	101,377.02	-	100,875.71	-	3,086.13
050-DOWNTOWN INCENTIVE GRANT	163,473.15	100,000.00	-	32,000.00	-	231,473.15
110-ROAD USE	504,763.55	1,095,481.33	-	912,911.22	-	687,333.66
112-EMPLOYEE BENEFITS	-	852,488.07	-	852,488.07	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	68,807.63	-	68,807.63	-	-
121-LOCAL OPTION SALES TAX	-	1,181,938.79	-	1,181,938.79	-	-
122-LOST DEBT SERVICE	-	154,790.00	-	154,790.00	-	-
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	122,812.24	93,225.06	-	68,635.44	-	147,401.86
125-UNIF COMM UR-NE IND	-	44,840.28	-	44,840.28	-	-
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	43,930.02	-	43,930.02	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	-	83,275.51	-	83,275.51	-	-
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	44,085.04	-	44,085.04	-	-
133-UNIF COMM UR-IRE	-	108,685.44	-	108,685.44	-	-
134-DOWNTOWN COMM UR	-	160,164.93	-	160,164.93	-	-
145-HOUSING REHABILITATION	35,643.82	161,544.00	-	142,477.50	-	54,710.32
146-LMI TIF SET-ASIDE	151,266.11	29,479.53	-	30,000.00	-	150,745.64
200-DEBT SERVICE	56,467.63	1,293,640.78	-	1,333,601.60	-	16,506.81
300-CAPITAL EQUIPMENT	147,053.70	612,700.15	-	313,837.53	-	445,916.32
301-CAPITAL PROJECTS FUND	437,301.66	6,424,092.49	-	5,387,137.86	-	1,474,256.29
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	398,997.29	669,716.48	-	480,104.00	-	588,609.77
308-INDUSTRIAL DEVELOPMENT	255,745.84	412,409.98	-	198,866.97	-	469,288.85
309-MUNICIPAL BUILDING	-	164,402.71	-	164,402.71	-	-
310-WELLNESS PARK	6,353.50	127,747.95	-	15,076.50	-	119,024.95
311-SIDEWALK REPAIR & REPLACE	90,642.86	48,855.00	-	7,691.00	-	131,806.86
312-TREE REMOVAL & REPLACE	23,988.59	5,000.00	-	8,790.00	-	20,198.59
315-RESIDENTIAL DEVELOPMENT	278,930.49	380,530.55	-	133,529.16	-	525,931.88
317-ARPA CAPITAL PROJECTS	523,763.25	567,331.56	-	214,837.00	-	876,257.81
325-BUILDING & FACILITY MAINT	13,524.60	74,036.23	-	-	-	87,560.83
510-MUNICIPAL BAND	4,743.03	3,340.00	-	31.07	-	8,051.96
520-DOG PARK	4,443.11	-	-	264.23	-	4,178.88
530-TREE COMMITTEE	11,322.84	14,489.13	-	11,227.40	-	14,584.57
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	4,590.86	287.69	-	1,247.30	-	3,631.25
541-K-9 PROGRAM	2,809.30	655.00	-	1,737.60	-	1,726.70
545-SAFETY FUND	2,636.89	7,588.53	-	5,123.09	-	5,102.33
550-PARK GIFT	32,135.30	84,752.56	-	17,518.65	-	99,369.21
570-LIBRARY GIFT	354,318.68	34,239.24	-	71,866.66	-	316,691.26
580-CEMETERY GIFT	7,433.00	-	-	5,410.00	-	2,023.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	495,798.75	1,947,747.28	-	1,932,023.90	-	511,522.13
601-WATER DEPOSIT FUND	30,835.00	18,300.00	-	16,840.00	-	32,295.00
602-WATER SINKING	-	282,700.00	-	282,700.00	-	-
603-WATER CAPITAL PROJECTS	-	479,765.59	-	479,765.59	-	-
610-SANITARY SEWER	188,444.50	2,554,136.88	-	2,263,971.40	-	478,609.98
612-SEWER SINKING	-	775,520.00	-	775,520.00	-	-
613-SEWER CAPITAL PROJECTS	-	8,512.66	-	8,512.66	-	-
670-SANITATION	67,068.52	649,613.33	-	593,883.07	-	122,798.78
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	463,148.16	125,627.62	-	42,961.84	-	545,813.94
951-UNEMPLOYMENT SELF INS	73,505.00	17,333.89	-	13,113.28	-	77,725.61
TOTAL BALANCE	6,427,303.24	27,249,430.45	-	23,897,926.19	-	9,778,807.50

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	3,464,893.04 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	-
Cash in Drawer	350.00	N/A
Investment in IPAIT	575,928.02	0.20%
Wash St - Farm Mgmt Acct	202,278.53	-
Wash St Bank - CD 1/14/2019	525,523.58	0.65%
Wash St Bank - CD 08/30/2018	270,242.15	0.65%
Wash St Bank - ISC Account	4,739,592.18	4.00%
TOTAL CASH IN BANK	9,778,807.50	

(1) Washington State Bank
Outstanding Deposits & Checks/Wages payable

3,604,103.54
(139,210.50)
3,464,893.04

RESOLUTION NO. _____

A RESOLUTION APPROVING VOLUNTARY
ANNEXATION OF CERTAIN PROPERTIES

WHEREAS, property owners, Corrine Martin, Gayle Pope, and Andrew & Summer Chafa have petitioned for voluntary annexation of certain properties adjoining the current boundary line into the city limits of Washington, Iowa, said territory not being within an urbanized area; and,

WHEREAS, the legally-required notifications to interested parties and public hearing have been completed; and,

WHEREAS, the City of Washington, Iowa, desires to have said real property annexed to and developed as part of the community.

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

Section 1. That the Petition for Voluntary Annexation of said real property as described in Exhibits A, B and C attached hereto be and the same is hereby approved and accepted.

Section 2. That the Clerk is authorized to make the necessary legal filings to complete said annexation.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 19th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Deanna McCusker. City Administrator

Exhibit A

PETITION FOR VOLUNTARY ANNEXATION TO 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 annexation 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 annexation parcel boldly outlined.

Said real estate to be annexed is legally described as attached in Exhibit B and Exhibit C.

Signed this 21 day of Aug, 2023

As to Exhibit B:

Corinne Martini

As to Exhibit C:

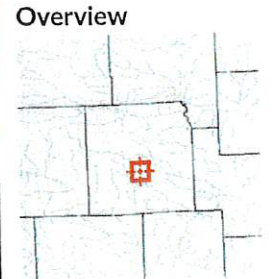
_____, President

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION AREA

Commencing at the SW corner of Section 13, Township 75 North, Range 8 West of the 5th P.M., Washington County, Iowa; thence west along the south line of said Section 267.0 feet to a corner post; thence north 296.9 feet to the centerline of old Highway 92 concrete pavement; thence northeasterly along the centerline of said pavement to a point which is due north of a point on the section line which is 83 feet east of the point of beginning; thence south to a point which is 83 feet east of the point of beginning; thence west 83 feet to the point of beginning, in Washington County, Iowa

Beacon™ Washington County, IA



- Legend**
- Cadastral Line
 - Corp Line
 - County Line
 - Geo Twp Line
 - Lot Line
 - Misc Line
 - Mon Linear
 - Page Match Line
 - Parcel Line
 - Pol Twp Line
 - Railroad Centerline
 - Railroad ROW
 - Road Centerline
 - Road ROW
 - Section Line
 - Sub Line
 - Water Line
 - Political Townships
 - Geographic Township
 - Corporation
 - Sections
 - Subdivisions
 - Parcels
 - Road Centerline

Parcel ID	1013477006	Class	R	Owner Address	MARTIN, CORRINE E.
Sec/Twp/Rng	13-75-08	Acreage	n/a		2197 250TH ST
Property Address	2197 250TH ST WASHINGTON				WASHINGTON, IA 52353
District	WATWS				
Brief Tax Description	18 75 07 E 1.84 AC LOT 6 S1/2 SE1/4 13-75-8 & W 83 FT LOT 27 SW1/4				
	(Note: Not to be used on legal documents)				

Date created: 9/13/2023
Last Data Uploaded: 9/13/2023 2:43:20 AM

Developed by Schneider
GEOSPATIAL

Exhibit B

PETITION FOR VOLUNTARY ANNEXATION TO 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 annexation 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 annexation parcel boldly outlined.

Said real estate to be annexed is legally described as attached in Exhibit B and Exhibit C.

Signed this ___ day of Aug. 17, 2023.

As to Exhibit B:

Wayle Pope _____

As to Exhibit C:

Wayle Pope _____
By: _____, President

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION AREA

Commencing at the SW corner of Section 18, Township 75 North, Range 7 West of the 5th P.M., and running east along said south line of said Section, 6 chains and 40 links to a stake; thence north 4 chains and 90 links to the center of the public highway as the same as it is presently located; thence in a southwesterly and westerly direction along the center of said public highway as the same as it is presently located, 6 chains and 65 links to a stake in the center of said highway to the west line of Section 18; thence south on said Section's west line 3.51 chains to the place of beginning, excepting therefrom the following: Commencing at the SW corner of Section 18, Township 75 North, Range 7 West of the 5th P.M.; thence north 2 degrees 35' East a distance of 287.5 feet; thence northeasterly 83 feet along the centerline of old Highway #92; thence south to a point 83 feet east of the point of beginning; thence west to the point of beginning, all in Washington County, Iowa; and

ALSO, a 60.60 foot wide strip located between the above-described parcel on the west and by the below-described parcel on the east, and marked by a corner post and pin set in concrete at the SE corner of the above-described. It is specifically understood that the well, pump, tank and equipment goes with the and is considered to be a part of this 60.60 foot strip conveyed.

AND, for the purpose of only of describing the eastern boundary of the above 60.06 foot wide strip: Beginning at a point 247.51 feet west of the SE corner of the west fractional half of the SW $\frac{1}{4}$ of Section 18, Township 75 North, Range 7 West of the 5th P.M.; thence west on the south line of said Section 235.62 feet to a post; thence north 343.40 feet to a stone in the Washington and Sigourney Road; thence northeasterly in said road to a stone 247.50 feet West of the East line of said fractional eighty; thence south 429 feet to the place of beginning, on the section line, excepting therefrom, the east 75 feet of the above-described tract, all in Washington County, Iowa.



- Legend**
- Cadastral Line
 - Corp Line
 - County Line
 - Geo Twp Line
 - Lot Line
 - Misc Line
 - Mon Linear
 - Page Match Line
 - Parcel Line
 - Pol Twp Line
 - Railroad Centerline
 - Railroad ROW
 - Road Centerline
 - Road ROW
 - Section Line
 - Sub Line
 - Water Line
 - Political Townships
 - Geographic Township
 - Corporation
 - Sections
 - Subdivisions
 - Parcels
 - Road Centerline

Parcel ID	1118352001	Class	R	Owner Address	POPE, GAYLE M.
Sec/Twp/Rng	18-75-07	Acreage	n/a		2203 250TH ST
Property Address	2203 250TH ST				WASHINGTON, IA 52353
	WASHINGTON				
District	WATWS				
Brief Tax Description	18 75 07 LOT 27 EXC W 83 FT SW1/4				
	(Note: Not to be used on legal documents)				

Date created: 9/13/2023
 Last Data Uploaded: 9/13/2023 2:43:20 AM

Exhibit C

PETITION FOR VOLUNTARY ANNEXATION TO 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 annexation 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 annexation parcel boldly outlined.

Said real estate to be annexed is legally described as attached in Exhibit B and Exhibit C.

Signed this 9 day of August, 2023.

As to Exhibit B:

Andrew Chata RL 2023

As to Exhibit C:

By: _____, President

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION AREA

Beginning at a point 247.51 feet west of the SE corner of the West fractional half of the SW $\frac{1}{4}$ of Section 18, Township 75 North, Range 7 West of the 5th P.M.; thence west on the south line of said section 235.62 feet to a post; thence north 323.40 feet to a stone in the Washington and Sigourney Road; thence northeasterly in said road to a stone 247.50 feet west of the east line of said fractional eighty; thence south 429 feet to the place of beginning, excepting therefrom, the east 75 feet of the above-described tract, all in Washington County, Iowa



Overview



Legend

- Cadastral Line
- Corp Line
- County Line
- Geo Twp Line
- Lot Line
- Misc Line
- Mon Linear
- Page Match Line
- Parcel Line
- Pol Twp Line
- Railroad Centerline
- Railroad ROW
- Road Centerline
- Road ROW
- Section Line
- Sub Line
- Water Line
- Political Townships
- Geographic Township
- Corporation
- Sections
- Subdivisions
- Parcels
- Road Centerline

Parcel ID	1118352002	Class	R	Owner Address	CHAFA, ANDREW & SUMMER
Sec/Twp/Rng	18-75-07	Acres	n/a		2207 250TH ST
Property Address	2207 250TH ST				WASHINGTON, IA 52353
	WASHINGTON				
District	WATWS				
Brief Tax Description	18 75 07 LOT 26 EXC E 75 FT SW1/4				
	(Note: Not to be used on legal documents)				

Date created: 9/13/2023
 Last Data Uploaded: 9/13/2023 2:43:20 AM

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH WASHINGTON HOTEL GROUP, LLC,
AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 2023-052, adopted June 20, 2023, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Washington East Commercial Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Washington East Commercial Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Washington County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Washington Hotel Group, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of an approximately 30,000 square foot, 54-room hotel that includes a pool, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments collected pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$1,800,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, at 6:00 P.M. on October 3, 2023, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Washington Hotel Group, LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

September 19, 2023

The City Council of the City of Washington in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH WASHINGTON HOTEL GROUP, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF WASHINGTON IN THE STATE OF IOWA, ON
THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH WASHINGTON HOTEL
GROUP, LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Washington in the State of Iowa, will hold a public hearing on October 3, 2023, at 6:00 P.M. in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Washington Hotel Group, LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Washington East Commercial Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), consisting of the construction of an approximately 30,000 square foot, 54-room hotel that includes a pool, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments collected pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$1,800,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Washington, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Washington in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2023.

City Clerk, City of Washington in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this 19th day of September, 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF WASHINGTON, IOWA

AND

WASHINGTON HOTEL GROUP, LLC

_____, 2023

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the _____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF WASHINGTON, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (hereinafter called "Urban Renewal Act") and WASHINGTON HOTEL GROUP, LLC, an Iowa limited liability company ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Washington East Commercial Urban Renewal Area (the "Urban Renewal Area"), which is described in the Washington East Commercial Urban Renewal Plan approved for such area by Resolution No. 2023-052 on June 20, 2023 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been recorded among the land records in the office of the Recorder of Washington County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer is willing to cause certain improvements to be constructed on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the City is willing to provide certain incentives in consideration for Developer's obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I-A. PRECONDITION

Section 1-A.1. Condition Precedent. The obligations and rights of both parties under this Agreement are contingent upon Developer obtaining an acceptable commitment for financing, sufficient to complete the Minimum Improvements and the Project, on or before December 31, 2023. If this condition is not timely satisfied, then either the City or the Developer may unilaterally terminate this

Agreement by providing written notice to the other party; upon delivery of such notice, this Agreement shall automatically terminate with no further action required by any party, and the parties shall have no further rights or obligations under this Agreement.

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit E and hereby made a part of this Agreement.

City means the City of Washington, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by Developer on the Development Property referred to in Article III.

County means the County of Washington, Iowa.

Developer means Washington Hotel Group, LLC, an Iowa limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Washington East Commercial Urban Renewal Area described in Exhibit A.

Economic Development Grants mean the payments from Tax Increment to be made by City to Developer under Article VIII of this Agreement.

Effective Date means the date of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon, granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements, or all such mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment of the equivalent of one person for 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Indemnified Parties means City and the governing body members, officers, agents, servants, and employees thereof.

Minimum Improvements means the construction of a 54-room hotel on the Development Property, as more particularly described in Exhibits B and B-1 to this Agreement.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance of City under which the taxes levied on the taxable portion of the Development Property shall be divided and a portion paid into the Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on that portion of the assessed value of the Minimum Improvements and Development Property divided and made available to City for deposit in the Washington Hotel Group, LLC TIF Account of the Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means reasonably unforeseeable delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including but not limited to storms, floods, fires, explosions, or other casualty losses; unusual weather conditions; strikes, boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; litigation commenced by third parties; or the acts of any federal, State, or local governmental unit (other than City with respect to City's obligations).

Urban Renewal Area shall mean the area known as the Washington East Commercial Urban Renewal Area.

Urban Renewal Plan means the Washington East Commercial Urban Renewal Plan, approved in respect of the Washington East Commercial Urban Renewal Area, described in the preambles hereof.

Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund means the special fund of City created under the authority of Section 403.19(2) of the Code and the Ordinance, which

fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Washington Hotel Group, LLC TIF Account means a separate account within the Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund of City in which there shall be deposited Tax Increments received by City with respect to the Minimum Improvements and Development Property.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of City. City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to City.

c. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City only, and not of any governing body member, officer, agent, servant, or employee of City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Washington Hotel Group, LLC is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and duly registered to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement

are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all applicable local, State, and federal laws and regulations.

f. Developer shall use its best efforts to obtain, or cause others to obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. To its knowledge, Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property and/or the Minimum Improvements may or will be in violation of any environmental law or regulation (other than those notices, if any, of which City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property and/or Minimum Improvements, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. *Intentionally omitted.*

i. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before November 1, 2024.

j. It is anticipated that the construction of the Minimum Improvements will require a total investment of approximately \$8,500,000.

k. Developer would not undertake its obligations under this Agreement without the potential for payment by City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. Developer agrees that it will cause the Minimum Improvements to be constructed in conformance with the terms of this Agreement and all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of City, which approvals and permits shall be made according to standard City processes for such plans and permits.

b. Developer agrees that, subject to Unavoidable Delays, the Minimum Improvements shall be completed by the date set forth in Section 2.2(i). Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. For purposes of this Agreement, the Minimum Improvements shall be deemed “complete” or “completed” upon Developer’s receipt of a final certificate of occupancy for the Minimum Improvements.

c. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement, including but not limited to the description and depictions in Exhibit B attached hereto.

d. Developer agrees that it shall permit designated representatives of City, upon at least twenty-four (24) hours’ notice to Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. Within thirty (30) days of Developer’s provision of the Construction Plans to City, City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by City with respect to any building, fire, zoning or other ordinances or regulations of City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject City to any liability for the Minimum Improvements as constructed.

Section 3.3. Certificate of Completion. Upon written request of Developer, after issuance of a final certificate of occupancy for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit E attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the reasonable opinion of City, for Developer to take or perform in order to obtain such Certificate of Completion. If Developer completes City's requested measures or acts it deems necessary within a reasonable time after receiving City's notice, City shall promptly issue a Certificate of Completion to Developer.

ARTICLE IV. PROPERTY TAXES

Section 4.1. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by Developer. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Effective Date and the Termination Date.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy of policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer, and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount of each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer on the Development Property, in such amount as is customarily carried

by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer which is authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds to any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer shall maintain, preserve, and keep the Development Property and Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer shall comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements, Development Property, and Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon written request from City, Developer shall promptly provide City with copies of information requested by City that are reasonably related to this Agreement so that City can determine Developer's compliance with the Agreement.

Section 6.6. Operation of Minimum Improvements. Following an issuance of a final certificate of occupancy for the Minimum Improvements until the Termination Date, but by no later than November 1, 2024, Developer shall cause the Minimum Improvements to be operated as a hotel which employs at least a Monthly Average of eight (8) Full-Time Equivalent Employees to work at the Development Property. Developer's Annual Certifications shall show that a Monthly Average of at least eight (8) Full-Time Equivalent Employees has been maintained at the Development Property (prorated for the first Annual Certification).

"Monthly Average" means the average number of Full-Time Equivalent Employees employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (prorated for the first certification), as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employees employed at the Minimum Improvements does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7 Annual Certification. To assist City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the assessed value; (iii) certification of the number of Full-Time Equivalent Employees employed in hotel operations on the Development Property as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if such officer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2025 and ending October 15, 2035. Developer shall provide supporting

information for its Annual Certifications upon reasonable written request of City. See Exhibit D for form required for Developer's Annual Certification.

Section 6.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, it will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interests in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

b. In the event that Developer wishes to assign this Agreement, Developer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer's obligations, as applicable, under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall be given or withheld in the sole discretion of the City.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, and its successors or assigns, agrees that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code §§ 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Payment of Economic Development Grants.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of Iowa Code Chapter 403, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement at the time of payment, and subject to the terms and conditions of this Article VIII, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions.

i. Schedule of Grants. Assuming completion of the Minimum Improvements by November 1, 2024, first full assessment of the Minimum Improvements on January 1, 2025, and the City's debt certification to the County Auditor prior to December 1, 2025, the Economic Development Grants shall commence on June 1, 2027, and end on June 1, 2036, pursuant to Section 403.19 of the Urban Renewal Act under the following formula and schedule:

June 1, 2027	100% of Tax Increments for Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36

ii. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under Section 8.1(a) of this Agreement shall be equal to the sum of the total amount of the applicable percentages of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements (building value only), but in no event shall the aggregate amount of the Economic Development Grants exceed One Million Eight Hundred Thousand Dollars (\$1,800,000). It is further agreed and understood that in no event shall Developer be entitled to receive more than calculated under the formula set forth in this Section 8.1(a), even if the aggregate amount is less than maximum amount stated herein.

iii. Limitations. The Economic Development Grants are only derived from the increase in assessed value of the Minimum Improvements and Development Property (land and building value) caused by the completion of the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

b. Calculation of Grants. Each annual payment shall be equal in amount to the incremental property tax revenues attributable to Development Property that are received by the City from the Washington County Treasurer and that are equal to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements (building value only) under the terms of the Ordinance and deposited into the Washington Hotel Group, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the

Development Property, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer’s Annual Certification is timely filed under Section 6.7, the City shall certify to the County Auditor prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and a percentage of which shall thereafter be disbursed to Developer on the following June 1 provided Developer is in compliance with this Agreement at the time of payment. (Example: Assuming completion of the Minimum Improvements in 2024 and first full assessment on January 1, 2025, if Developer timely submits its Annual Certification in October 2025, and the City certifies to the County by December 1, 2025, the first Economic Development Grant would be paid to Developer on June 1, 2027 (for 100% of the Tax Increment for Fiscal Year 2026-2027)).

Section 8.3. Conditions Precedent.

a. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- i. Developer’s completion of the Minimum Improvements, pursuant to the terms of this Agreement, and issuance of a certificate of occupancy for the Minimum Improvements;
- ii. The Developer being and remaining in compliance with the terms of this Agreement at the time of payment; and
- iii. No Event of Default has occurred and is continuing.

b. In the event that an Event of Default has occurred and has not been cured or cannot reasonably be cured before the payment of the Grant, then the City shall have no obligation to make the Grant payment, in addition to having the remedies set forth in Section 10.2.

c. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(a)(ii).

Section 8.4. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts of incremental property tax revenues attributable to the Development Property and Minimum Improvements that are received by the City from the Washington County Treasurer and that are deposited and held in the Washington Hotel Group, LLC TIF Account of the Washington East Commercial Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance covering the Development Property in force during the term hereof and to apply the appropriate

percentage of Tax Increments collected in respect of the Minimum Improvements (building value only), and allocated to the Washington Hotel Group, LLC TIF Account, to pay the Economic Development Grants, as and to the extent set forth in this Article and allowed by law. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under Chapter 426C of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council of the City. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or is not an otherwise appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or the City's ability to collect Tax Increment from the Minimum Improvements is precluded or terminated. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.5. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.6. Reduction of First Grant. Developer shall pay to the City an amount equal to the actual costs incurred by the City in connection with the drafting and adoption of this Agreement, including,

but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment by Developer of such costs shall be deducted from the first Economic Development Grant if not previously paid by Developer to the City.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements. Provided, however, such release shall not be deemed to include loss or damage that arises directly out of the gross negligence or intentional misconduct of the Indemnified Parties.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements, or (iii) any hazardous substance or environmental contamination located in or on the Development Property occurring or arising subsequent to Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

c. Transfer of Developer's interest in the Development Property or this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property or Minimum Improvements;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement, or made by Developer in any written statement or certification furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice (except in the case of an Event of Default under Section 10.1(e) or (f) for which 30 days' written notice is not required) by City to Developer and to the holder of the First Mortgage (but only to the extent City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to City that the Event of Default will be cured as soon as reasonably possible:

a. City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;

b. City may terminate this Agreement;

c. City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

d. City shall have no obligation to make payment of the Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from Developer, and Developer shall repay to City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, and City may take any action, including any legal action it deems necessary, to recover such amount from Developer. City may demand such payment at any time following its determination that Developer is in default under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Washington Hotel Group, LLC at 2321 263rd Drive, Washington, IA 52353; and
- b. In the case of City, is addressed to or delivered personally to the City of Washington at City Hall, 215 East Washington Street, Washington, IA 52353, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by City by virtue hereof. City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2036 (the "Termination Date"), unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor Pro Tem and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

CITY OF WASHINGTON, IOWA

By: _____
Millie Youngquist, Mayor Pro Tem

ATTEST:

By: _____
Sally Hart, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Millie Youngquist and Sally Hart, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Washington, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Washington, Iowa]

EXHIBIT A
DEVELOPMENT PROPERTY

Auditor's Parcel "W" a parcel of land being a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), as shown in Plat Book 31, Page 0328, in Section Sixteen (16), Township Seventy five (75) North, Range Seven (7) West of the Fifth (5th) P.M, in Washington County, Iowa.

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an approximately 30,000 square foot, 54-room hotel that includes a pool, and related site improvements, to be constructed by Developer on the Development Property, consistent with approved plats and plans, the Urban Renewal Plan, and the terms of the Agreement, including this Exhibit B and the diagrams in Exhibit B-1.

See Exhibit B-1 for site plans and renderings of the Minimum Improvements. The renderings and plans set forth in Exhibit B-1 are preliminary in nature and subject to change pursuant to the terms of the Agreement.

EXHIBIT B-1 SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS

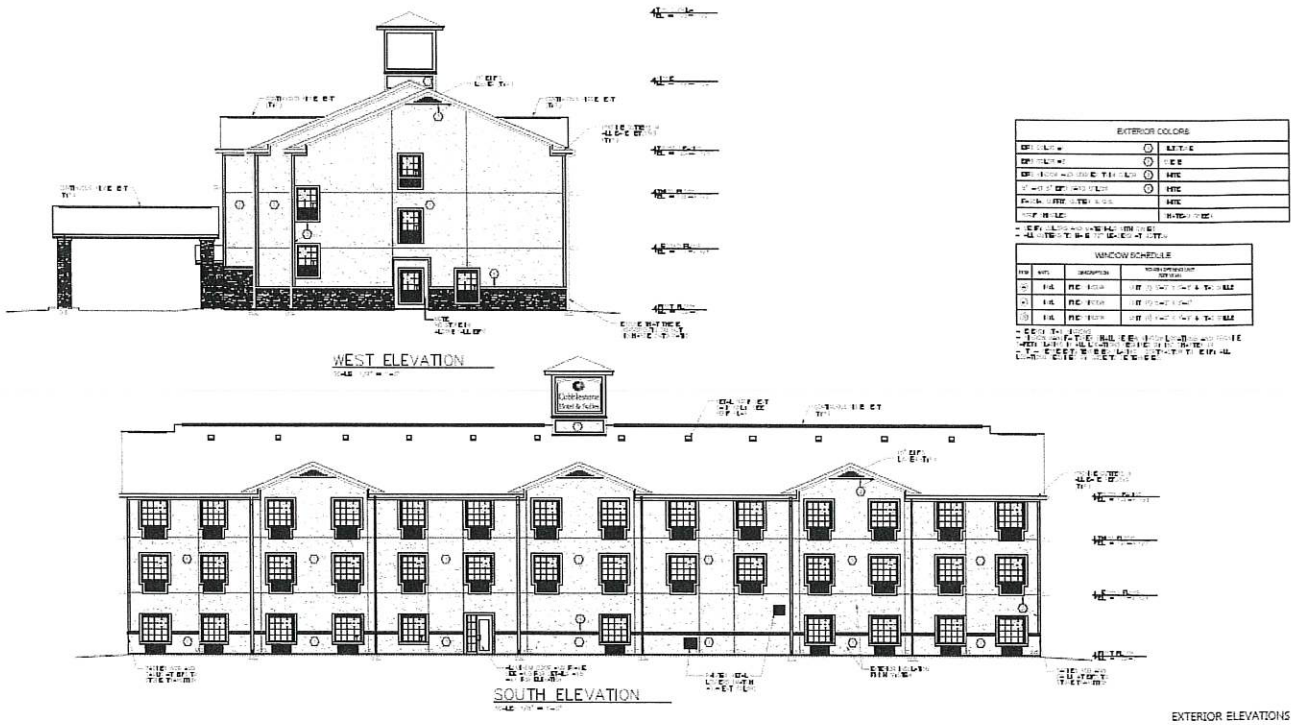
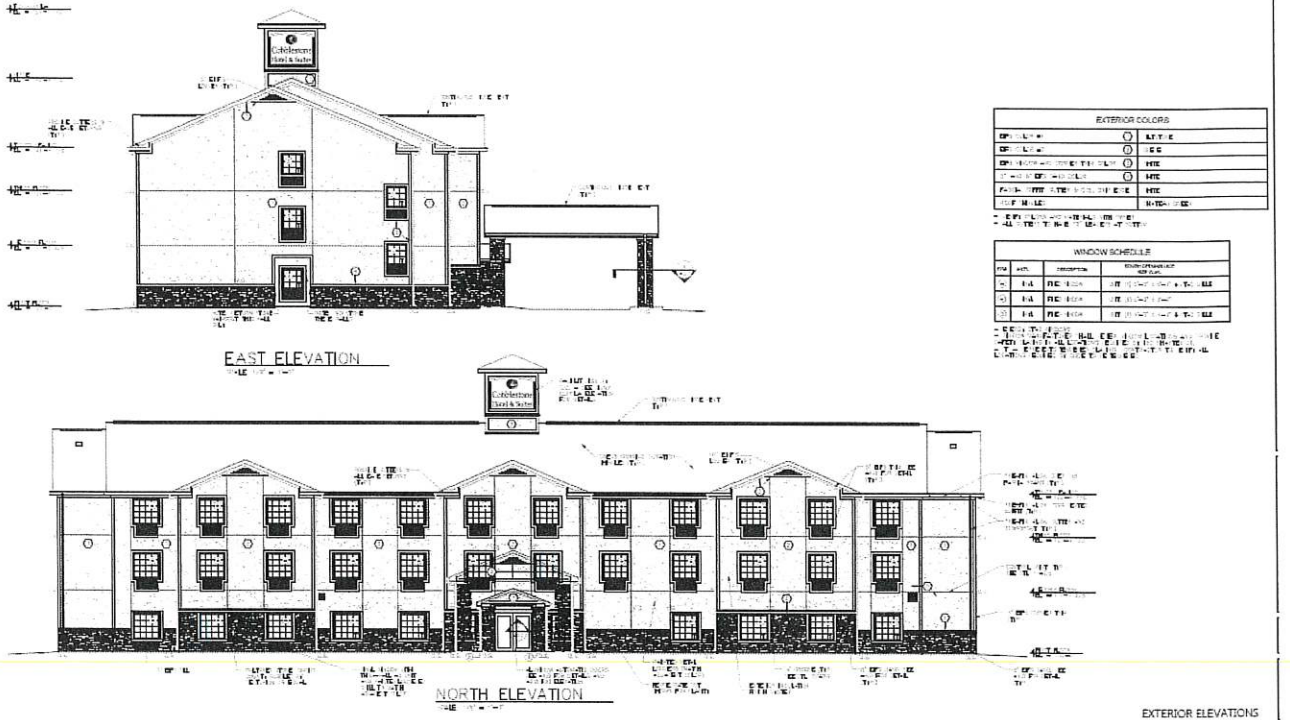


EXHIBIT B-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS

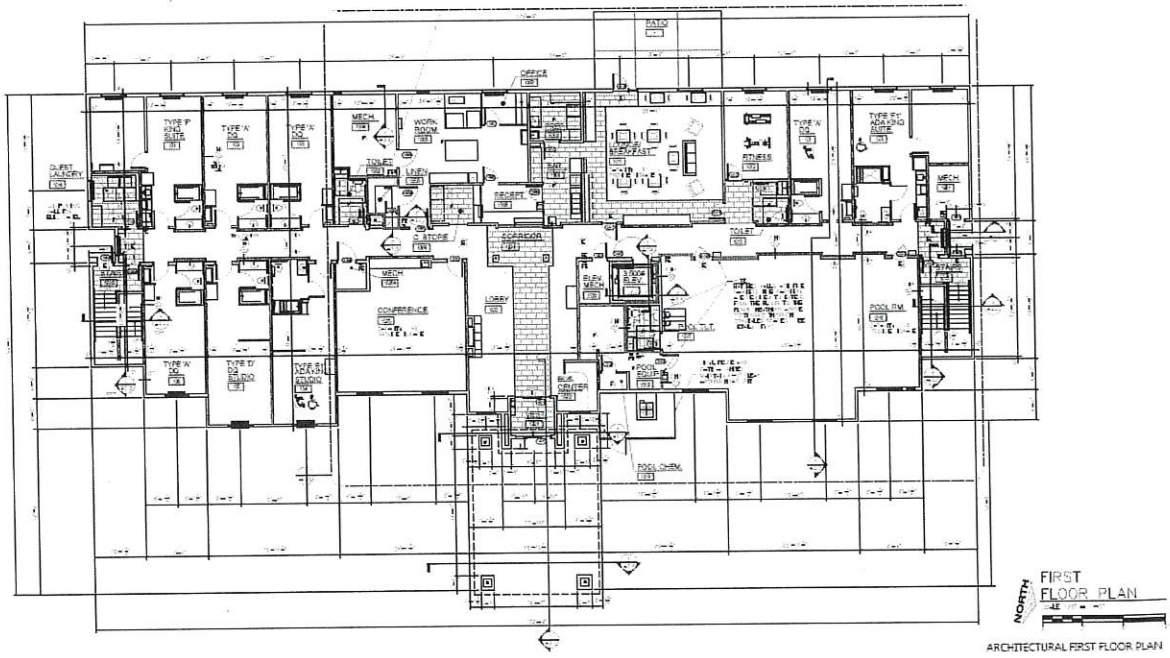
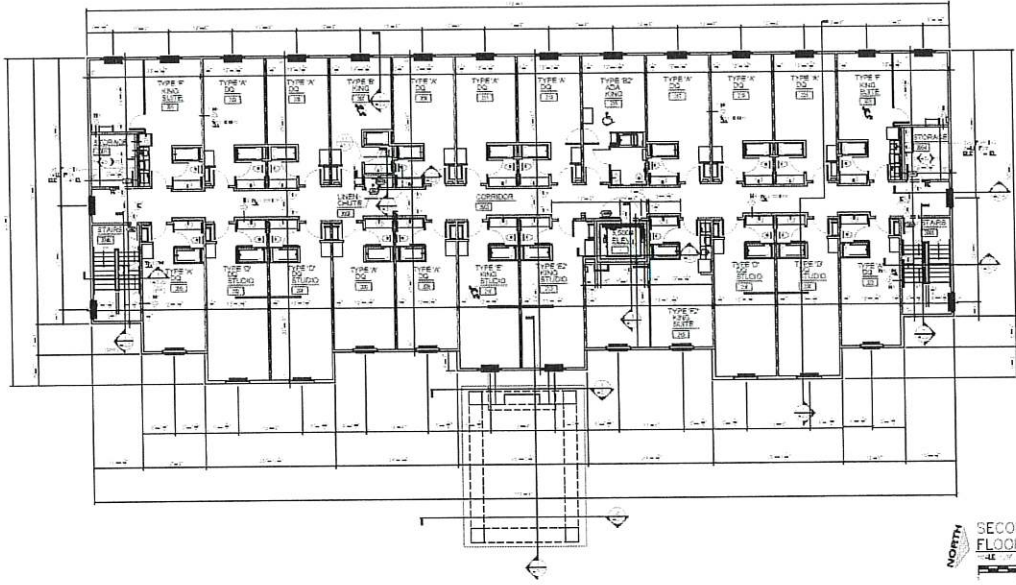


Exhibit B-3

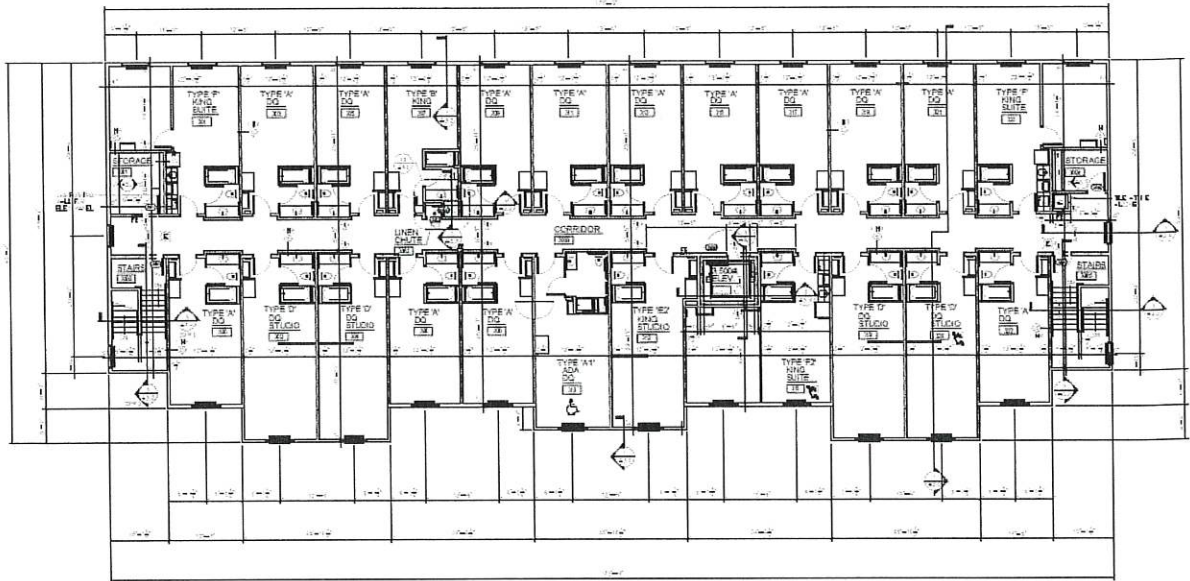
Execution Version (9/14/23)

EXHIBIT B-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS



NO. 1171
SECOND FLOOR PLAN
ARCHITECTURAL SECOND FLOOR PLAN

EXHIBIT B-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS



NORTH
THIRD
FLOOR PLAN
SCALE 1/8" = 1'-0"

ARCHITECTURAL THIRD FLOOR PLAN

Exhibit B-5

Execution Version (9/14/23)

Prepared by: Jenna H.B. Sabroske, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City of Washington, Iowa, City Hall, 215 East Washington Street, Washington, IA 52353, Attn: City
Clerk

EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Washington, Iowa (“City”) and Washington Hotel Group, LLC, an Iowa limited liability company (“Developer”), did on or about the ____ day of _____, 2023, make, execute, and deliver an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Auditor’s Parcel “W” a parcel of land being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), as shown in Plat Book 31, Page 0328, in Section Sixteen (16), Township Seventy five (75) North, Range Seven (7) West of the Fifth (5th) P.M, in Washington County, Iowa.

(the “Development Property”); and

WHEREAS, the term of the Agreement commences on or about the date first set forth above and terminate on December 31, 2036, as set forth in the Agreement; and

WHEREAS, City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any

Exhibit C-1

Execution Version (9/14/23)

claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Washington, Iowa.

IN WITNESS WHEREOF, City and Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2023.

[Remainder of page intentionally left blank; signature pages to follow]

(SEAL)

CITY OF WASHINGTON, IOWA

By: _____
Millie Youngquist, Mayor Pro Tem

ATTEST:

By: _____
Sally Hart, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Millie Youngquist and Sally Hart, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Washington, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Washington, Iowa]

WASHINGTON HOTEL GROUP, LLC,
an Iowa limited liability company

By: _____
David Waite, Co-Manager

ATTEST:

By: _____
Andy Drahota, Co-Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared David Waite and Andy Drahota, to me personally known, who, being by me duly sworn, did say that they are the Co-Managers of Washington Hotel Group, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officers as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

Notary Public in and for said state

[Signature page to Memorandum of Agreement for Private Development – Washington Hotel Group, LLC]

EXHIBIT D
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies that, during the time period covered by this Certification, Developer is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on _____, 20____, at a full assessment value of \$ _____, and is currently assessed at \$ _____;

(iii) The number of Full-Time Equivalent Employees employed in hotel operations at the Development Property as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were as follows:

February 1, 20____ :	_____	August 1, 20____ :	_____
January 1, 20____ :	_____	July 1, 20____ :	_____
December 1, 20____ :	_____	June 1, 20____ :	_____
November 1, 20____ :	_____	May 1, 20____ :	_____
October 1, 20____ :	_____	April 1, 20____ :	_____
September 1, 20____ :	_____	March 1, 20____ :	_____

(iv) The undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certifies that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if such officer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

WASHINGTON HOTEL GROUP, LLC,
an Iowa limited liability company

By: _____

Print Name: _____ Its: _____

STATE OF _____, COUNTY OF _____) ss:

This record was acknowledged before me on _____, 2023 by _____ as the
_____ of Washington Hotel Group, LLC.

Notary Public in and for said State

Attachments: proof of payment of property taxes

Exhibit D-1

Execution Version (9/14/23)

EXHIBIT E
CERTIFICATE OF COMPLETION

WHEREAS, the City of Washington, Iowa, (“City”) and Washington Hotel Group, LLC, an Iowa limited liability company (“Developer”) did on or about the _____ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Auditor’s Parcel “W” a parcel of land being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), as shown in Plat Book 31, Page 0328, in Section Sixteen (16), Township Seventy five (75) North, Range Seven (7) West of the Fifth (5th) P.M, in Washington County, Iowa.

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Washington County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF WASHINGTON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Washington, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Washington]

02211070-1\11307-065

Exhibit E-2

Execution Version (9/14/23)

RESOLUTION NO. 2023-_____

**A RESOLUTION NAMING CITY PERSONNEL AUTHORIZED TO ACCESS
FINANCIAL ACCOUNTS AND CONDUCT BANKING ACTIVITIES ON BEHALF OF
THE CITY OF WASHINGTON, IOWA**

WHEREAS, the City Council of the City of Washington, Iowa, desires to establish the signatories for financial activities; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, hereby authorizes the following individuals to open and close accounts, purchase and redeem investments in accordance with the City's Investment Policy, transfer funds between City accounts and at the Washington State Bank and between financial institutions the City does business with, to pick up bank statements access safe deposit box, and sign checks (two signatures required):

City Administrator – Deanna McCusker
City Finance Director – Kelsey Brown
Mayor Pro Tem – Millie Youngquist
Mayor Pro Tem – Illa Earnest

PASSED AND APPROVED this 19th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Deanna McCusker, City Administrator

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
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*

September 14, 2023

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

From: Deanna McCusker
City Administrator

Re: Nutrient Reduction Feasibility Study

Council approved Fox Strand to conduct a Nutrient Reduction Feasibility Study on March 7, 2023. Steve Troyer has been working on the report over the past several months. As part of the study, it was researched to calculate a means to reduce the phosphorus levels in our wastewater plant. In the report it provides options to reduce our phosphorus levels, all of which are very expensive. Therefore, Steve is asking for the IDNR to give the City of Washington until 2042 to add expensive equipment and methods to reach the recommended level.

Based on this, the recommendation is to dose Iowa Renewable Energy (IRE) effluent wastewater before it gets to the wastewater plant.

Steve can provide a brief synopsis of this report since he will be zooming into the meeting.

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING THE NUTRIENT
REDUCTION FEASIBILITY STUDY**

WHEREAS, a Nutrient Reduction Feasibility Study was conducted in March 2018 as mandated by the Iowa Department of Natural Resources; and,

WHEREAS, changes were implemented to achieve nitrogen reduction and operations were modified to achieve the nitrogen reduction; and,

WHEREAS, the City's current National Pollutant Discharge Elimination System permit became effective October 1, 2021; and,

WHEREAS, amendments were made to the permit on September 1, 2022, due to nutrient loading from Iowa Renewable Energy (IRE); and,

WHEREAS, as part of this amendment, the City is required to submit an NFRS for phosphorus reduction by October 1, 2023; and,

WHEREAS, the City of Washington contracted with Fox Strand to complete the study.

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

Section 1. That the City Council does hereby approve the Nutrient Reduction Feasibility Study as attached to this Resolution.

Section 2. That the City Council does hereby authorize the attached report to be submitted to the Iowa Department of Natural Resources by October 1, 2023.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 19th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Deanna McCusker, City Administrator

RESOLUTION NO. _____

RESOLUTION APPROVING A PAVING AGREEMENT WITH W3 CONSTRUCTION, INC.

WHEREAS, W3 Construction, Inc. purchased Lot 8 in the Washington Business Park, Phase 2; and

WHEREAS, as part of the Restrictive Covenants for said Subdivision, all drive, storage and parking areas on each lot are required to be paved; and

WHEREAS, W3 Construction, Inc. has requested that the City delay the paving requirement for the storage area for five (5) years after the conveyance has occurred; and

WHEREAS, the City has agreed for said 5-year delay, subject to the execution of an agreement reflecting the same; and

WHEREAS, an agreement has been drafted regarding the paving on said Lot 8 that now requires approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that the Agreement regarding Paving on said Lot 8 is hereby approved. Further, the Mayor and City Clerk are directed to execute said Agreement on behalf of the City and cause the agreement to be filed in the Office of the Recorder of Washington County, Iowa.

Passed and approved this 19th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Deanna McCusker, City Administrator

Prepared by: Deanna McCusker, Washington City Administrator, 215 E Washington Street, Washington, IA 52353
Return to: City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

AGREEMENT TO CONSTRUCT SITE PAVING

This Agreement is made this _____ day of _____, 2023, between the City of Washington, Iowa, hereafter the “City”; and W3 Construction, Inc., hereafter the “Buyer.”

WHEREAS, Buyer is the owner of that certain lot legally described as follows:

Lot Eight (8) in Washington Business Park, Phase Two, in the City of Washington, Washington County, Iowa (the “Property”); and,

WHEREAS, the City agreed to allow the Buyer five (5) years from the time of the conveyance of the Property to make the storage aisles on the Property shown on the approved site plan for the Property into asphalt or Portland concrete surface: and,

WHEREAS, the parties desire to enter into this Agreement to memorialize the obligation of Buyer outlined above.

NOW, THEREFORE, the parties agree as follows:

1. That both parties agree that the day of conveyance of the Property was August 25, 2023, as evidenced by a Warranty Deed recorded as Document No. 2023-2564, Records of the Washington County Recorder’s Office.
2. That Buyer has until August 25, 2028, to make all the storage areas, as shown on the approved site plan for the Property to be constructed of asphalt or Portland concrete.
3. In the event that the Buyer fails to comply with Paragraph 2 above by August 25, 2028, the City may engage a contractor and enter onto the Property to bring into compliance by installing appropriate asphalt or Portland concrete storage areas on the Property in compliance with the Buyer’s approved site plan.
4. After installing the asphalt or Portland concrete areas as required above, the City shall send an invoice of the same to the Buyer. In the event that the Buyer does not pay the

City the amount of the invoice, the Buyer expressly agrees that the City may certify the amount of the invoice to the Washington County Treasurer to be collected as ordinary property taxes as a special assessment against the Property and that the Buyer waives all requirements of notice, benefit or limitation of value for said special assessment.

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

W3 CONSTRUCTION, INC:

CITY OF WASHINGTON:

By: _____
Nathan W. Wiggins, Owner

Millie Youngquist, Mayor Pro Tem

ATTEST:

Deanna McCusker, City Administrator

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on this _____ day of _____, 2023, by: _____ as Owner of W3 Construction, Inc.

_____, Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this _____ day of _____, 2023 by: Millie Youngquist and Deanna McCusker, as Mayor Pro Tem and City Administrator respectively of the City of Washington, Iowa.

_____, Notary Public

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
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*

September 14, 2023

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

From: Deanna McCusker
City Administrator

Re: Murphy Agreement

After months of negotiation, the agreement is ready to be reviewed by Council so we can finally get the easement for culverts on the West Lincoln & South E Avenue project signed. The City does have to have some additional rip rap, grading and seeding done at the culverts. We are also taking measures to prevent storm water erosion along the back side of West Buchanan and at the culvert location. We also will remove any blockage at the low water creek. In addition, the City will approve the severance of Lots 1A through 7A and provide a check of \$25,000 to Keith & Sara Murphy. After all is said and done, Keith & Sara Murphy will sign the easements from the West Lincoln & South E Avenue project.

We did attempt to further negotiate the payment of \$25,000. It started at \$30,000 and we countered with \$15,000 and they came back with \$25,000. It is time though to get this taken care of and put all this behind the City. Kevin has spent so much time with their attorneys on this.

I recommend we approve this based on the recommendation of our City Attorney.

Prepared by: Charles A. Meardon, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: Charles A. Meardon, 122 South Linn Street, Iowa City, IA 52240

AGREEMENT

THIS AGREEMENT is entered into by and between Keith S. Murphy and Sara K. Murphy, husband and wife ("Murphy") and the City of Washington, Iowa, a municipal corporation ("Washington").

RECITALS

WHEREAS, Murphy owns agricultural land adjacent to the City of Washington, Iowa, as depicted in Exhibit A attached ("the Murphy property"); and

WHEREAS, Washington owns property immediately to the north of the Murphy property also as shown on Exhibit A ("the Washington property"); and

WHEREAS, Murphy and Washington seek to establish the appropriate boundaries of the Murphy property and the Washington property; and

WHEREAS, the City is currently constructing the Buchanan Street Project along the north border of the Murphy property; and

WHEREAS, Washington seeks to acquire easements for three (3) culverts installed the Murphy property near the intersection of West Lincoln Street and South E Avenue in the City of Washington and in Murphy's subdivision; and

WHEREAS, Murphy and Washington desire to address possible storm water issues along the north boundary of the Murphy property and the Washington property along "old" Buchanan Avenue; and

WHEREAS, the City agrees that additional rip rap and additional grading and seeding will need to be completed upon the Property in order for the city projects associated with the culverts mentioned above to be completed; and

WHEREAS, Murphy and Washington wish to memorialize their agreement in writing.

NOW, THEREFORE, for the mutual consideration of entering into this Agreement, the sufficiency of which is hereby acknowledged, Murphy and Washington agree as follows:

1. The above recitals are true and correct.

2. Murphy shall hire Lance Survey Services to perform a survey of the Murphy property for purposes of establishing the legal boundaries thereof. Murphy and Washington agree to execute any documents necessary to establish the appropriate boundaries according to the survey contemplated hereby. Murphy acknowledges that the City has hired Veenstra & Kimm to provide a survey of the site to the City.

3. Washington agrees that it shall provide appropriate berming/detention (the "Project") in the area on the lots located on the south side of the extension of Buchanan Street to allow no more water than previously flowed onto the Murphy property prior to the removal of the gravel drive on the City's property. Said berming/detention is shown on Exhibit "B" attached hereto and has been reviewed by Murphy or a third-party and approved. Washington shall construct the project entirely on the Washington Property. Washington shall connect all tile serving the Murphy property to the Project contemplated by this Paragraph.

4. Murphy agrees to grant easement on the Murphy property for the Avenue E Project where the culvert has been installed on the Murphy Property and two easements through the A lots thereon. in a form approved by the parties. Washington shall pay \$25,0000 for the easements. Washington agrees to take appropriate measures to address

erosion on the Murphy property existing by virtue of the installation of the culverts from the Avenue E Project, the A lots and along the north Murphy property boundary.

5. As part of this Agreement, the City Council shall approve a resolution to sever Lots 1A through 7A, Murphy's Addition, from the City of Washington and return said lots to county jurisdiction.

6. The City shall take all necessary measures, and Murphy shall allow the City to access its property, to remove any blockage of the low water crossing currently installed on the Murphy property. In the alternative, Murphy can provide the City with 24 hour notice and perform the work itself. In that instance, the City shall reimburse Murphy for the costs of the same.

7. No later than October 1, 2023, Murphy shall allow Washington or its contractor for the various projects, to enter upon the Property to conduct additional grading and seeding on the Property in strict compliance with the plans of the Project related to the culvert near the intersection of West Lincoln Street and South E Avenue. In addition to the grading and seeding, the City or its contractors shall place additional rip rap around the culvert in strict compliance with the plans for said Project. All construction activity contemplated by this Agreement shall be started by October 1, 2023 and completed by December 31, 2023.

8. After Washington has fulfilled its obligations as set forth herein, Murphy agrees to execute the easements attached hereto as Exhibit "B," which shall be recorded by Washington at its expense.

9. Indemnification. Washington shall save, defend and hold the Murphy, its employees, agents, successors and assigns, harmless from any and all claims associated with the use of the Property by the City to complete these grading, seeding, installation of additional rip rap and culverts mentioned herein.

10. The provisions of Iowa Code Section 6B.52 shall apply to all storm water-related requirements of this Agreement.

11. This Agreement, and all rights and duties contemplated hereunder, shall be binding on the heirs, successors and assigns of the parties hereto.

CITY OF WASHINGTON, IOWA

Keith S. Murphy By: _____

Sara K. Murphy By: _____

“MURPHY”

“WASHINGTON”

STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____, 2023, by
Keith S. Murphy and Sara K. Murphy, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____, 2023, by
_____ and _____, as
_____ and _____, respectively, of the City of
Washington, Iowa.

Notary Public in and for the State of Iowa

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN KEITH S. MURPHY & SARA K. MUPRHY AND THE CITY OF WASHINGTON, IOWA

WHEREAS, an easement for installing culverts was not obtained prior to the construction at W. Lincoln Street and South E Avenue; and,

WHEREAS, due to the South E Avenue project additional rip rap, grading and seeding is needed at the culverts mentioned above; and,

WHEREAS, some additional work is needed along W. Buchanan Street and at the intersection of Nutmeg Avenue and South E Avenue to address storm water issues; and,

WHEREAS, the City of Washington agrees to remove any blockage of the low water crossing; and,

WHEREAS, the City of Washington agrees to make a one-time payment of \$25,000 to Keith and Sara Murphy for the easements; and,

WHEREAS, following completion of the above work and the City of Washington approving the severance of Lots 1A through 7A, Keith & Sara Murphy will sign the attached agreement and the required easement.

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

Section 1. That the City Council does hereby approve the agreement attached to this Resolution and will perform all the necessary tasks associated with the agreement.

Section 2. The City Council does hereby approve a one-time payment of \$25,000 to Keith & Sara Murphy for the signed easements.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 19th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Deanna McCusker, City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING THE IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT GRANT AGREEMENT**

WHEREAS, the City of Washington applied for a Federal Land and Water Conservation Fund Program grant back in February 2022 for the soccer field lighting and the construction of a restroom/concession stand area near the soccer fields; and,

WHEREAS, in August 2023, we received our award letter in the amount of \$100,000; and,

WHEREAS, it is necessary to sign a formal agreement that will provide guidance on administering the grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, Iowa:

Section 1. That the City Council does hereby approve the agreement attached to this Resolution.

Section 2. That the City Administrator is authorized to sign the agreement on behalf of the City of Washington.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 19th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Deanna McCusker, City Administrator



September 12, 2023

CITY OF WASHINGTON
DEANNA MCCUSKER
215 EAST WASHINGTON STREET
WASHINGTON, IA 52353

Re: Project #19-01384, WELLNESS PARK SOCCER FIELD IMPROVEMENTS

This letter is to inform you that the National Park Service has approved federal assistance from the Land & Water Conservation Fund for the project identified above.

Attached is your Project Agreement #19-01384, WELLNESS PARK SOCCER FIELD IMPROVEMENTS, between the Iowa Department of Natural Resources, Land and Water Conservation Fund and the CITY OF WASHINGTON. Please have the appropriate official sign and send the Agreement to my attention. A fully executed copy will be returned to your office. The beginning date of the project agreement is the date the project is officially approved by the National Park Service, or the date a waiver of retroactively had been granted.

No costs will be reimbursed for items purchased prior to the beginning date of the project agreement (except preliminary construction costs for items such as site planning, construction design, feasibility studies, etc., or unless a waiver of retroactively has been granted). Development costs are first incurred at the start of actual physical work on the project site (such as clearing of ground, the beginning of construction of a building, or the delivery of material to the site). Acquisition costs are incurred when the participant takes the signed deed, lease, or other appropriate conveyance.

Please read the enclosed agreement and general conditions from your application to be aware of your obligations. All acquisition and/or development work must be completed by the expiration date. If you have any questions, please contact me at 515-725-8213.

Sincerely,

A handwritten signature in cursive script that reads 'Kathleen Moench'.

Kathleen Moench
Budget and Finance Bureau

Enclosures

FEDERAL LAND AND WATER CONSERVATION FUND PROGRAM
CFDA #: 15.916, Outdoor Recreation/Acquisition, Development & Planning
Federal Opportunity #: **P23AP02181**
IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT GRANT AGREEMENT

PROJECT #: 19-01384

NAME OF GRANTEE: CITY OF WASHINGTON
PROJECT TITLE: WELLNESS PARK SOCCER FIELD IMPROVEMENTS
AWARD CEILING: \$100188 (Federal Cost Share rate of 48.4%)
PROJECT PERIOD: 10/01/2023 - 9/30/2026

GRANTEE ADDRESS: 215 EAST WASHINGTON STREET
WASHINGTON, IA 52353

PROJECT COUNTY: WASHINGTON

PROJECT SCOPE: INSTALLATION OF LIGHTING FOR ONE SOCCER FIELD AND CONSTRUCTION OF A RESTROOM/CONCESSIONAIRE FACILITY NEAR THE SOCCER FIELDS, LOCATED ON NORTH SIDE OF TOWN, OFF OF NORTH AVENUE E, CITY OF WASHINGTON, WASHINGTON COUNTY, IOWA.

In the event that Historic Properties are inadvertently encountered during the undertaking of this project, work will immediately cease and the Grantee will notify the Iowa Department of Natural Resources within 48 hours, or as soon as reasonably possible. The DNR, in consultation with the National Park Service, State Historic Preservation Officer, and Indian Tribes will make reasonable efforts to avoid, minimize or mitigate adverse effects on those historic properties.

PROJECT REPORTING DATES:

Annual Reports include the Federal Financial Report (FFR) and Performance Progress Report (PPR). The Grantee is required to provide a summary of annual expenses on the project along with a short narrative of project accomplishments, including any concerns or issues that have developed.

Year 1 Reports Due: 12/29/2024
Year 2 Reports Due: 12/29/2025
Year 3 Reports Due:
Final Reports Due: 1/28/2027

The State of Iowa, represented by the Director, Department of Natural Resources, and the local agency named on the reverse side, mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) as amended, with the general provisions attached hereto and made a part hereof, and with the approved project proposal including attachments and any amendment thereto which have been or will be submitted for this project.

The State hereby promises, in consideration of the promises made by the local agency herein, to take the necessary steps and action and to attempt to enter an agreement and any necessary amendments to obtain federal cost-sharing for that portion of the project cost referred to on the reverse side as "Fund Amount," to accept such funds from the United States and disburse the same to reimburse the local agency that portion of the total project cost that is the United States' share. It is understood by the parties hereto that this agreement shall not obligate State of Iowa funds for the project costs described herein, to execute the project or project segment described on the reverse side in accordance with the terms of the agreement. It is further understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

The following special project terms and conditions were added to this agreement before the parties signed it hereto:

Reimbursement of expenses will be 48.4% of each total billing, up to the total Grant Award.

A final billing for reimbursement shall be submitted to the State not later than 90 days following the expiration of the project period. See Section A-2 below for requirements.

The grantee shall comply with 43 CFR Part 12, Subpart B -Audit Requirements for State and Local Governments.

The grantee shall comply with the Build America, Buy America Law, Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58, unless a waiver is applied for and approved by the Department of Interior and the Made in America Office. See Buy America section attached.

STATE OF IOWA
By: _____
Kayla Lyon, Director
Iowa Department of Natural Resources

LOCAL AGENCY
By: _____
Signature

DEANNA MCCUSKER
Name & Title

10/01/2023
Date

**DEPARTMENT OF NATURAL RESOURCES
LAND & WATER CONSERVATION FUND**

A. DEVELOPMENT PROJECTS - PERFORMANCE & ADMINISTRATION

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

A-1 PROJECT PERFORMANCE

1. Performance of Construction by Contract. When the total value of construction work to be performed by a contract exceeds \$25,000, the following requirements shall apply with respect to performance of the work:
 - A. Bids and Awards. Competitive open bidding shall be required, unless the National Park Service (NPS) waives the requirement. When the Participant considers the lowest bidder unqualified, incapable or not responsible, the next lowest bidder may be approved. Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to the approval of the NPS.
 - B. Change Orders. The organization involved shall issue written change orders to the contract for all necessary changes to the facility. Any change which alters the nature or purpose of the facility must be approved by the Director, NPS. Such change orders shall be filed and preserved for a period of three years after the completion of the project. Change orders should be made part of the project file and kept for audits.
 - C. Information to be Given Bidders Concerning Federal Funds. The Participant or State shall inform bidders that federal funds are being used to assist in construction, including information on the efforts to procure Federal Buy America materials. It is preferable to include this information in notices released prior to the issuance of bid invitations.
 - D. Acceptance of the Contract Work. The Participant or State has full responsibility for determining that the recreation facility is complete and ready for acceptance.
2. Compliance with State and Local Laws. Construction must comply with those State and Local laws, the violation of which may endanger the completion or utilization of the facilities. Any penalties assessed for noncompliance cannot be matched with federal funds.
3. Compliance with Federal Laws. The organization involved, and contractors shall comply with all Federal laws pertaining directly and indirectly to the proposed construction, including Executive Order 10925, as amended by the Executive Order 11114, and the Federal Title 36, Chapter 1, Part 59; Post-Completion Compliance Responsibilities.

A-2 PROJECT BILLING & DOCUMENTATION

Reimbursement of expenses will be at the approved % of the Grant Award to the total project costs.

Project billings shall be submitted to the State on the following basis:

1. Up to \$10,000 total project cost - one billing.

2. Up to \$50,000 total project cost - no more than two billings.
3. Up to \$150,000 total project cost - no more than three billings.
4. Over \$150,000 total project cost - no more than four billings.
5. Contract land purchases - one billing.

The following information is required for the final reimbursement:

1. Each development project billing shall include copies of all expenditures for the project.
 - a. The date the expense was incurred.
 - b. Evidence that the expense is chargeable to the project, copy of advertisement for bids and bid spread sheet or minutes of bid letting meeting.
 - c. Evidence that the expense has been paid, photocopies of cancelled checks/expense ledgers.
2. Submit a letter requesting reimbursement, include the Grant # and name, a paragraph on the project, total project expenses, amount being requested, and sign and date the letter.
3. Submit photos of the completed project and a legal description of the park property.

Any State sales tax refund received under the provisions of Chapter 422.45(7) of the Code of Iowa must be deducted from the total project costs.

Income that accrues to a fund-assisted area during the project period from sources other than the intended recreational use must also be deducted from the total project cost. Examples include sale or rental of buildings, sale of timber, gravel, etc., rental of land, and agricultural income to participant. After project period, all income should be used to further the development of the project.

FAILURE TO SUBMIT THE NECESSARY DOCUMENTATION WILL UNNECESSARILY DELAY THE ISSUANCE OF A REIMBURSEMENT WARRANT.

A-3 BUILD AMERICA, BUY AMERICA

Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of

the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or

proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the U.S.

A-4 ACCOUNTS & RECORDS

1. Financial Responsibility. The State shall be responsible for the financial management of accepted projects. Appropriate internal controls must, therefore, be adopted and installed to ensure that the project is accomplished in the most efficient and economical manner.

2. Accounting for Funds Received. The State shall provide such fund accounting procedures as may be necessary to assure proper disbursement and accounting for Fund monies paid to the State pursuant to the Act. The accounting procedure should be based on generally-accepted accounting standards and principles and generally meet the following minimum requirements, unless the Director, NPS agrees to exceptions:
 - A. Establishment of separate accounts and supporting documents for each project. Each project account should be identified by the number assigned to the property by the NPS (i.e. 19-00600).
 - B. Identification of all receipts in sufficient detail to show the source of such receipts.
 - C. Itemization of all supporting records to project expenditures in sufficient detail to show the exact nature of each expenditure.
 - D. Cross-referencing to each expenditure with the supporting purchase order, contract, voucher, bill, etc. These supporting documents should contain the signature of the official authorized to approve such expenditures.
 - E. Maintenance of adequate records, approved by the appropriate official, to show that all salaries and wages charged against projects are authorized.
 - F. Maintenance of detailed payroll vouchers (names/gross amounts) for salaries/wages.
 - G. Identification of invoices/vouchers charged to project number, account number date, and expense classification.
 - H. When payment is by check, the canceled check should be identified and filed, when by cash, they must be supported by receipts.
 - I. Establishment of adequate internal systems of financial control following generally-accepted accounting and auditing principles.

The State shall require political subdivisions of public agencies, to which federal funds have been transferred, to provide similar accounting procedures as are required of the State by the NPS.

3. Record Retention. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each project, must be kept readily available for examination by duly-authorized representatives of the NPS, the Department of Interior, and the General Accounting Office. All such records shall be retained and available for inspection for a period of three years after final payment.

A-5 REPORTING

Your Agreement identifies reporting periods. Two reports are required, a summary of activities completed during the report period and a financial report of expenditures for the reporting period and to date. No specific report format is required.

A-6 NOTICE

It is essential that the project be developed in conformance with the project proposal submitted and the project agreement. This is particularly true regarding the number of facilities to be constructed or

installed. The Department and the NPS must approve any significant change in location or number of facilities before work can begin.

ANY DEVIATION FROM THESE INSTRUCTIONS MAY JEOPARDIZE YOUR FEDERAL ASSISTANCE ON SOME PORTION OF YOUR PROJECTS.

B. ACQUISITION PROJECTS - PERFORMANCE & ADMINISTRATION

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

B-1 ACCOUNTS & RECORDS

1. The participating agency will establish a separate account for each land acquisition project which will be identified by the number assigned to the project by the NPS. Supporting documents such as claims for land costs should also be referenced with the NPS project number.
2. All financial records pertaining to the project must be kept readily available for examination by Federal auditors. All such records shall be retained for inspection for a period of three years after the project is completed or terminated and a final audit on the project conducted.

B-2 PROJECT BILLING & DOCUMENTATION

A project billing may be submitted at any time after the appraisals have been approved and payment for the land has been made. Please submit four (4) copies of the attached claim voucher, to include signature, date, federal ID number and requested reimbursement amount.

1. Statement of Just Compensation for each tract of land.
2. Written and Signed Offer to Buy.
3. Statement of Differences in Value for each tract (when necessary).
- 4a. Application for Reimbursement of Expenses Incurred in Selling Real Property with attached documentation - each tract, or;
- 4b. Application for Relocation Assistance with attached documentation - each tract plus written notice to vacate.
5. Certificate of Title for each tract of land prepared by the participating agency's official legal officer indicating title to be in the name of the participating agency.
6. Photocopies of the deeds.
7. Photocopies of cancelled checks/warrants issued in payment for land costs, incidental expenses and relocation expenses.

FAILURE TO SUBMIT SATISFACTORY DOCUMENTATION WITH THE PROJECT BILLING WILL UNNECESSARILY DELAY THE ISSUANCE OF A REIMBURSEMENT WARRANT.

SHADED AREA FOR DNR USE ONLY
 ACCOUNTING DEPT. RETURN ONE COPY TO:

KMOENCH _____

CITY OF WASHINGTON
 215 EAST WASHINGTON STREET
 WASHINGTON, IA 52353
 STATE ID #:

DOC #: _____ DATE: _____

CV: _____

FUND/DEPT/ORG/\$ _____

**DEPARTMENT OF NATURAL RESOURCES
 PROJECT BILLING - LAND & WATER CONSERVATION FUND**

Project billings must be accompanied by all required documentation (invoices, canceled checks, deeds, etc.) covering expenditures included in the billing. If you have questions, please contact the Budget & Grants Bureau at 515-725-8213. Make additional copies as needed.

Grant Recipient: CITY OF WASHINGTON

Project #: 19-01384

Project Title: WELLNESS PARK SOCCER FIELD IMPROVEMENTS

Final Billing: Y or N

Use the table below to list your budget items and the expenditures for each item. You should follow the budget items provided with your grant proposal as closely as possible.

Budget Item	Budget Amount	Expenditures This Billing	"To Date" Item Expenditures
Totals			
Less Expenditures In Excess of Total Authorized Project Budget:			
Total "To Date" Expenditures:			
CLAIM REQUEST (___% OF "TO DATE" EXPENDITURES):			
LESS PREVIOUS PAYMENTS OF:			
TOTAL CLAIM TO BE PAID:			

Land Acquisition - List each parcel separately by parcel #. Use purchase price or appraised value, whichever is the lesser.

I certify that this billing is correct and just based upon actual payment(s) of record by the grant recipient, and that the work and services are in accord with the approved grant.

Signature: _____

Date: _____

Print Name: _____

Phone #: _____

Please sign and mail or email to:
 LWCF Program, Budget & Finance Bureau
 Iowa Department of Natural Resources
 502 E. 9th Street
 Des Moines, IA 50319
 Kathleen.moench@dnr.iowa.gov

**ATTACHMENT A –
LWCF GENERAL PROVISIONS**

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 69 (October 1, 2008).
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project

boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XVII.A.2 of the Grant Agreement to which these terms are attached.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee in accord with Section C below.
6. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS

may require.

7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
2. Within 90 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the Service prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
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*

September 15, 2023

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

From: Deanna McCusker
City Administrator

Re: Housing Rehabilitation Documents for 116 N 7th Avenue

The City of Washington was awarded \$400,000 back in January 2023 for the IFA's Home Rehabilitation Block Grant Pilot Program. We have since approved contracts with ECICOG regarding the project. The status of the project is underway for one of the approved homes. The attached paperwork is just a requirement for the grant program that must be approved and signed by the City of Washington.

We will have more of these as additional homes get awarded contracts.

I would recommend that council approve the documents associated with 116 N. 7th Avenue.

REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Mark Dowis**

Street Address: **116 N 7th Ave**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **215 E Washington Street**

City and State: **Washington, IA 52353**

From: **R&P Construction LLC.** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **392 21st St SE**

City and State: **Cedar Rapids, IA 52403**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **October 8th 2023**.
5. The CONTRACTOR shall satisfactorily complete all work by **December 8th, 2023**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed **ten (10)** percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

- (a) Furnish evidence of the following minimum insurance coverage & limits:
- | <u>Class of Coverage</u> | <u>Bodily Injury</u> | <u>Property Damage</u> |
|--------------------------|----------------------|------------------------|
| Liability | \$100,000/\$300,000 | \$100,000 |

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

- (b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.
- (c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 (“Single Audit Act amendment 1996”), OMB Circular A-122 (“Cost Principles for Nonprofit Organizations”); OMB Circular A-87 (“Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments”); OMB Circular A-128 (“Audits of State and Local Governments”).
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDEED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

“The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
 - (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
 - (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$31,200.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: 

Owner's Signature: _____

Date: 9/11/2023

GENERAL CONTRACTOR

Officer's Signature: 

Date: 9/11/23

PROJECT ADMINISTRATOR

ECICOG signature: 

Date: 9-11-23

CITY OF WASHINGTON

Representative's Signature: _____

Date: _____

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of **Washington**, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, **Mark A Dowis**, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of **Thirty One Thousand Two Hundred dollars and no cents (\$31,200)** for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of **as** follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$ _____ for a total indebtedness of \$ _____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: M/D

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 2 of 2**

I, **Mark A Dowis**, do hereby mortgage, grant and convey to the **City of Washington**, the following described property in the **CITY OF Washington, COUNTY OF Washington, STATE OF IOWA**, to secure the payment of the promissory note set out above.

LEGAL DESCRIPTION: SEE ATTACHED.

THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 116 7TH AVE N, WASHINGTON, IA 52353

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

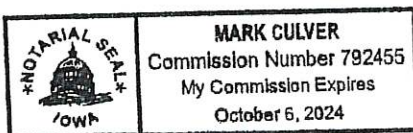
EXECUTED BY:

Mark A Dowis (Owner) 9/11/2023
DATE

Millie Youngquist – City of Washington Mayor Pro Tem _____ DATE

BE IT REMEMBERED, that on this 8th day of September 2023, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Mark A Dowis who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

NOTARY PUBLIC



Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

COMMENCING ON THE EAST LINE OF THIRD STREET AT A POINT 70 FEET SOUTH OF A POINT ON SAID EAST LINE DIRECTLY OPPOSITE SOUTH SIDE OF MADISON STREET, ALL IN THE TOWN OF NORTH EAST WASHINGTON, THE SAME BEING ON OF THE ADDITIONS TO THE TOWN, NOW CITY OF WASHINGTON, RUNNING THENCE SOUTH ON SAID EAST LINE OF THIRD STREET 70 FEET, THENCE RUNNING EAST 7 RODS AND $\frac{3}{4}$ LINKS, THENCE, RUNNING NORTH 70 FEET, RUNNING THENCE WEST 7 RODS AND $\frac{3}{4}$ LINKS TO THE PLACE OF BEGINNING; ALSO DESCRIBED AS LOT NUMBER 14, IN THE AUDITOR'S PLAT OF LOTS 13, 14, 15, AND 16 OF JAS. DAWSON'S ADDITION TO WASHINGTON, RECORDED IN PLAT BOOK 4, PAGE 501 IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNYT, IOWA; IN WASHINGTON COUNTY, IOWA.

Construction Agreement
City of Washington Housing Rehabilitation Program

Name: Mark Dowis


Family Size: Two

Contractor: R&P Construction LLC

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.



Owner

9/11/2023
Date

Owner

Date

Witnessed by:


Project Administrator

9-11-23
Date

Contractor:


City Representative:

9/11/23
Date

City Representative:

Date

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
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*

September 15, 2023

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

From: Deanna McCusker
City Administrator

Re: Water Main Extension

We are going to extend water main down 250th Street (Old Hwy 92) to provide city water to the properties getting annexed into the city limits. We will only run the main down the ROW and then the property owners will be responsible for connection to the main. JJ requested quotes from Core & Main and Schimberg Co. Core & Main is the low quote at \$14,041.25. We had money budgeted to extend South Ave B water main in this years budget but with discussing with JJ we will move that project to next fiscal year. Therefore, we have the funds in the budget to extend this water main.

The City will be receiving more water service revenue and tax dollars with these 3 properties annexing into the city limits and connecting to our city water system. Before even considering connecting them to our city water system, we had them agree to annexing into the city. It is my understanding that the one property, has been connected to the city sewer for some time without annexing into the city limits. Based on this years taxable valuations and the city tax levy rate, the City can estimate \$4,800 in taxes from these 3 properties.



Bid Proposal for Water Main Quote - City of Washington, Iowa

CITY OF WASHINGTON IA

Job Location: Washington, IA

Bid Date: 07/28/2023 05:00 pm

Core & Main 3046420

Core & Main

2500 SE Enterprise Dr

Grimes, IA 50111

Phone: 515-986-4000

Fax: 515-986-4400

Seq#	Qty	Description	Units	Price	Ext Price
10		WATER MAIN QUOTE			
20	560	6 PVC C900 DR18 PIPE (G) 20' PC235	FT	12.75	7,140.00
40		VERIFY HYDRANT COLOR			
50	1	6'0" WB67 DDP HYD RED	EA	3,650.00	3,650.00
70	1	6 MJ TEE C153 IMP INC. GSKTS, NUTS, AND BOLTS	EA	235.00	235.00
90	3	6 EBAA MEGALUG C900&IPS 2006PV RED	EA	40.00	120.00
110	1	6 MJ RW GATE VLV OL	EA	975.00	975.00
120	1	VALVE BOX ADAPTOR II TYPE A	EA	50.00	50.00
130	1	664-S VALVE BOX WITH LID IMP	EA	175.00	175.00
140	2	6 EBAA MEGALUG C900&IPS 2006PV RED	EA	40.00	80.00
160	3	317-069009-000 6X1CC SADDLE EPOXY W/304SS STRAPS 5.94-6.90 OD	EA	68.75	206.25
170	3	74701B-22 1 CCXCTS PJ BALL CORP STOP EB-2 5133-163 NO LEAD	EA	95.00	285.00
180	3	76100-22 1 CURB STOP COMPXCOMP NO LEAD	EA	155.00	465.00
190	3	95E (I) CURB BOX CAST IRON	EA	95.00	285.00
210	300	1X300' CTS PE TUBING 250 PSI PE4710 NSF SDR-9 D2737 BLUE	FT	0.75	225.00
220	200	1X100' CTS PE TUBING 250 PSI PE 4710 NSF SDR-9 D2737 BLUE	FT	0.75	150.00
				Sub Total	14,041.25
				Tax	0.00
				Total	14,041.25

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



CEDAR RAPIDS
 1106 Shaver Rd NE
 Cedar Rapids, IA 52402
 Ph: 319-365-9421
 FAX: 319-365-9867
 www.schimberg.com

PRICE QUOTATION

PHONE: (319) 653-2764
EMAIL: smcmurrin@schimberg.com

Quote Date	07/28/2023
Quote Number	8307371-00
Quote Expiration Date	08/04/2023
Writer	SCOTT MCMURRIN
Salesperson	SCOTT MCMURRIN
Total Weight	3254.49
Freight Terms	Full Freight Allowed
Placed By	JJ

Bill To 3298	WASHINGTON WATER/SEWER DEPT PO BOX 516 WASHINGTON, IA 52353 US
------------------------	--

Ship To 1000	WASHINGTON MAINTAINENCE/CONSTR 515 EAST 6TH ST JJ BELL - 319-653-1538 WASHINGTON, IA 52353 US
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Notes

Terms NET 30 DAYS	Req Ship Date 07/28/2023	Ship Point SCHIMBERG CEDAR RAPIDS	Ship Via S CO TRUCK
-----------------------------	------------------------------------	---	-------------------------------

Line #	NS	Part Number And Description	Quantity Ordered	Qty UM	Net Price	Ext Price
1		56002010600 PIPE PVC C900 DR18 WM 6X20'	560.0	FT	14.33	8,024.80
2		53090210000 CLOW MED HYD (HIAWN.L.) (BLK) 5-1/2' BURY, 5-1/4" MVO, 3-WAY 6" MJ SHOE, OL, 1-1/2 PENT N UT RED, NST, ALL NAT'L STD W/STORTZ LESS ACCESS N LIBERTY / HIAWATHA	1	EA	3,860.64	3,860.64
3		53761100600 MJ TEE 6	1	EA	161.20	161.20
4		53874010600 REG C-900 MEGA LUG 6	4	EA	39.33	157.32
5		53816000400 MJ CORBLU B&G PAK W/O GLAND 4	4	EA	21.84	87.36
6		53090480600 MJXMJ GT VL OPEN LEFT CI 6 F6100 R/WCAST IRON BODY SQUARE OPERATING NUT LESS ACCESSORI ES * * PLEASE BE SURE TO TIGHTEN THE FOLLOWER PLATE BOLTS * *	1	EA	1,000.31	1,000.31
7	NS	N947 s/b 317 SERVICE SADDLE 317-00066309-000 6X1CC	3	EA	124.00	372.00
8		N52500950000 TYLER VALVE BOX 95E W/LID	1	EA	75.27	75.27
9		94547012100 AY 74701 BQ CTS COMP CORP 1	3	EA	91.18	273.54
10		94561002100 AY 76100 Q CTS CURB STOP 1	3	EA	142.69	428.07
11		82901000100 PIPE HD250 CTS BLUE DR9 1X100	500.0	FT	0.68	340.00

11 Lines Total

Total 14,780.51
Taxes 0.00
Quote Total 14,780.51

SALES PERSON CONTACT INFORMATION
 SCOTT MCMURRIN
 smcmurrin@schimberg.com

If "ns" is indicated in the "ns" column or any part number beginning with an "n" or "w" is non-stock material and subject to manufacturers restock & return freight charges.

---The prices quoted are subject to inventory availability and changes in raw material costs.---

---Jobs with multiple shipments or a duration of more than 30 days must be authorized in advance.---

Customer Copy

Page 1 of 1



8307371-00

RESOLUTION NO. 2023-_____

**A RESOLUTION ACCEPTING AND APPROVING THE VOLUNTARY SEVERANCE
OF REAL PROPERTY FROM THE CITY OF WASHINGTON, IOWA**

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

WHEREAS, the Owners submitted applications for voluntary severance for the Properties in compliance with Section 268.8 of the Code of Iowa – 2023 (as amended); and,

WHEREAS, the public hearing for said severance was 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 application 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 Secretary of State; Washington County Board of Supervisors and Iowa Department of Transportation as required by law.

PASSED AND APPROVED this 19th day of 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:


Deanna McCusker, City Administrator

PETITION FOR VOLUNTARY SEVERANCE WITH THE CITY OF WASHINGTON, IOWA


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

Signed this 12 day of June, 2023.

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



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



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

Washington County Assessor's Office

210 West Main St
7738
Washington, IA 52353
7783

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

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

May 31, 2023

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

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

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

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

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

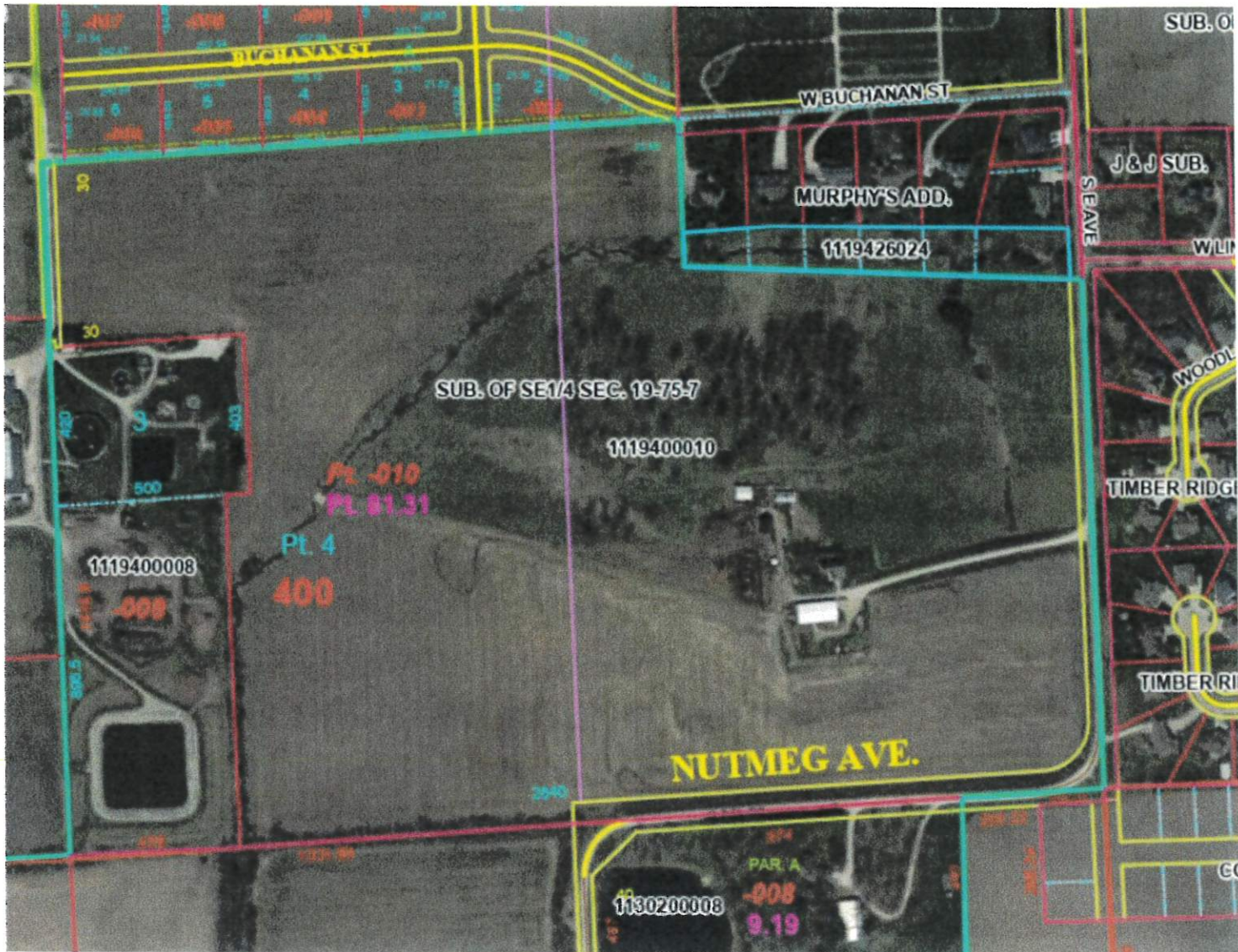
Changing the status from city to township would allow our office to join the subject parcel with the homestead parcel, creating one parcel number and one county tax bill.

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

Thank you,

Christy Tinnes, ICA, RES
Washington County Assessor

Copy to: Keith Murphy



MURPHY'S ADDITION

Project Notes:
 Owner & Developer: Keith S. & Sara K. Murphy
 1405 South Ave. E
 Washington, IA
 Consulting Land Surveyor: John H. Lance
 LANCE SURVEYING SERVICES
 Mt. Pleasant, IA

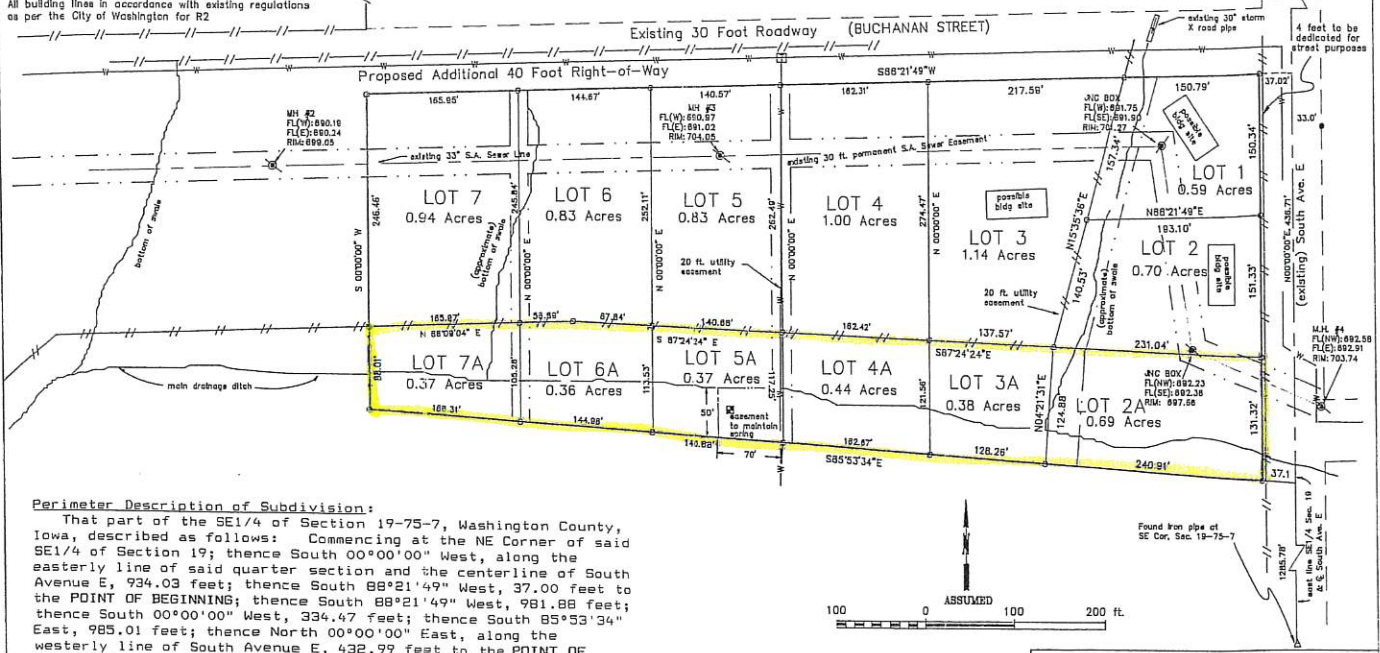
Zoning: All Lots - R2
 All building lines in accordance with existing regulations
 as per the City of Washington for R2

Legend:

- --- point set by previous survey
- --- 5/8" iron pin with KAP #10586
- --- outlet for underground spring
- --- existing water valve
- --- existing S.A. Manhole
- --- existing water line
- existing fence line

MURPHY'S ADDITION

Reference Scale
 of NE Cor. SE1/4
 Section 19-75-7

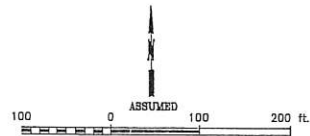


Perimeter Description of Subdivision:

That part of the SE1/4 of Section 19-75-7, Washington County, Iowa, described as follows: Commencing at the NE Corner of said SE1/4 of Section 19; thence South 00°00'00" West, along the easterly line of said quarter section and the centerline of South Avenue E, 934.03 feet; thence South 88°21'49" West, 37.00 feet to the POINT OF BEGINNING; thence South 88°21'49" West, 981.88 feet; thence South 00°00'00" West, 334.47 feet; thence South 85°53'34" East, 985.01 feet; thence North 00°00'00" East, along the westerly line of South Avenue E, 432.99 feet to the POINT OF BEGINNING containing 8.64 acres, more or less.

- End of Description -

Certification:
 I hereby certify this to be a true plot of survey completed by me April 25, 1995, at the request of Keith Murphy, and that I am a duly registered land surveyor in the State of Iowa.
 John H. Lance, R.L.S. #10586 Date January 19, 1995
 My current registration expires 12/31/98



FINAL PLAT
SECOND REVISION
 REVISES ORIGINAL FILED IN BOOK 10, PAGE 125
 PART OF SE1/4 SEC. 19-75-7
 (TO BE INCLUDED IN)
 THE CITY OF WASHINGTON, IOWA
 SHE 9507262248