

# AGENDA OF THE REGULAR SESSION OF THE COUNCIL OF THE CITY OF WASHINGTON, IA TO BE HELD AT THE

### BARTHALOW FARMHOUSE 2550 HWY 1

AT 4:45 P.M. TUESDAY, October 3, 2023

and

### COUNCIL CHAMBERS 215 E. WASHINGTON STREET

AT 6:00 P.M., TUESDAY, October 03, 2023

To attend the meeting via Zoom go to:

https://us02web.zoom.us/j/5077385758?pwd=aG9oTys4TDMydW1UeVFKTU1OekNUZz09

Meeting ID: 507 738 5758 Passcode: 539036

### Call to Order

### Pledge of Allegiance

### Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, October 3<sup>rd</sup>, 2023 to be approved as proposed or amended.

#### Consent:

- 1. Council Minutes September 19, 2023
- 2. Bolton & Menk, Washington Airport/Fuel System Repair, \$1,261.00
- 3. Bolton & Menk, Washington Airport/Install Solar Panels, \$1,034.00
- 4. Ahlers Cooney, Washington Hotel Group, \$467.50
- 5. Iowa Pump Works, Wastewater, Repair to pump, \$14,603.38
- 6. Veenstra & Kimm, Inc. Wellness Park Phase II master plan, \$14,400.00
- 7. Veenstra & Kimm, Inc., Dog Park Storm Sewer, \$3,148.00
- 8. Asphalt Repair Service, Kewash trail, \$11,810.00
- 9. Eagle Point Solar, Airport Solar Panel Project, Pay App #1, \$78,072.15
- 10. Eagle Point Solar, Airport Solar Panel Project, Pay App #2, \$28,389.88
- 11. FEH Design, Library Makerspace project, \$13,797.28
- 12. Garden & Associates, Business Park Phase 2, surveyor, \$124.00
- 13. Garden & Associates, Buchanan Street Project, \$3,015.50
- 14. Garden & Associates, East Adams Street Project, \$1,690.00
- 15. DCJ Concrete, S 12th Street Sidewalks, \$1,457.00
- 16. Panda Palace Chinese Restaurant, 1000 W Main Street, Special Class C Retail

- Alcohol License, (renewal)
- 17. DNP Holding, LLC DBA: Washington Liquor & Tobacco Outlet, 304 West Madison Street, Class E Retail Alcohol License, (renewal)
- 18. The Tipsy Traveler's LLC, 121 West Washington Street, Special Class C Retail Alcohol License (5 Day and Outdoor Service)
- 19. Department Reports

### SPECIAL EVENT REQUESTS

- St. James Color Dash October 6, 2023
- JT Sips Choctoberfest October 19, 2023
- JT Sips Shop Hop Event October 14, 2023

### SPECIAL PRESENTATION

- Mayoral Appointments:
  - **Historic Preservation Commission** − 3-year term to end 6/30/2026:
    - o Connie Laron (appointment)
  - Park and Recreation Board 4-year term to end 06/30/2027:
    - o Charles Halvorson (reappointment)
- Nuisance Report

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

### **CLAIMS & FINANCIALS**

- Claims for October 3, 2023
- July 2023 Month End Financial Report
- August 2023 Month End Financial Report

### **NEW BUSINESS**

- 1. Public Hearing on the Proposal to enter into a Development Agreement with Washington Hotel Group, LLC
- 2. Discussion and Consideration of a Resolution Approving and Authorizing Execution of a Development Agreement by and between the City of Washington Hotel Group, LLC
- 3. Discussion and Consideration of a Tail Gate event near the Pickle Ball Court on October 6<sup>th</sup> and 20<sup>th</sup>
- 4. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer
- 5. Discussion and Consideration of a Resolution of Support and Financial Commitment for the Main Street Program in Washington, Iowa
- Discussion and Consideration of Quotes for Water Main Pipe for the 250<sup>th</sup> Street Water Main Extension
- 7. Discussion and Consideration of Biosolids Land Application Bid
- 8. Discussion and Consideration of Change Order No. 2 Water Main Improvement Project (Cornerstone Excavating, Inc. \$20,498.68 deduct)

- 9. Discussion and Consideration of Pay App. No. 4 Water Main Improvement Project (Cornerstone Excavating, Inc. \$329,157.76)
- 10. Discussion and Consideration of a Major Site Plan for Swaffer Welding at 1130 West Buchanan Street

### **OLD BUSINESS**

1. Discussion and Consideration of a Resolution Approving the Quote for the Barthalow Roof Project

### **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 9-19-2023

The Council of the City of Washington, Iowa, met Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, September 19, 2023, at 4:00 p.m. Motion by Moore, second by Earnest to call the meeting to order.

On roll call present: Earnest, Glinsmann, Moore, Rangel, and Youngquist. Absent: Stigers. Also, present, Cemetery Sexton Zach Wibstad, Finance Director Kelsey Brown and City Administrator Deanna McCusker.

The Cemetery Sexton gave the group a tour of the buildings and the Columbarium at Elm Grove Cemetery and also the building at Woodlawn Cemetery. Sexton Wibstad also told the group all the updates he has made in the cemetery and all the buildings. The tour concluded at 5:11 p.m. with a motion by Moore and a second by Rangel. Motion carried.

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

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

Motion by Moore, second by Glinsmann, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, September 19, 2023, be approved. Motion carried.

### 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 Services, 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

Motion by Moore, second by Rangel, to approve consent items 1-5 & 7-8 and pullout item 6 for separate consideration. Motion carried.

Motion by Moore, second by Rangel, to approve consent item 6 pending approval of the fire inspection. Motion carried.

Sam Shields, Pastor and Tony Whittle, Associate Pastor of City Point Church presented to the City Council their idea for purchasing 5 acres of the Bell Property to construct a new church. They have looked at other buildings and land for sale, but would like to research this area. They

are looking at constructing a 20-30,000 sq. ft. building. They want a permanent location. They thanked City Council for what they do.

Samantha Meyer with Main Street Washington, presented a special event request for SNOW, November 20, 2023. Motion by Glinsmann, second by Earnest, to approve the Main Street Washington special event request for SNOW. Motion carried.

Council reviewed a special event request from Relay for Life, June 29, 2024. Motion by Moore, second by Stigers, to approve Relay for Life special event request. Motion carried.

Presentation from the Public: None.

The claims were presented by Finance Director, Kelsey Brown. Motion by Stigers, second by Moore to approve claims for September 19, 2023. Motion carried.

The June 2023 Year End Financials were presented by Finance Director, Kelsey Brown. Motion by Stigers, second by Glinsmann. Motion carried.

The Public Hearing on Annexation -250<sup>th</sup> Street was opened by Mayor Pro Tem Youngquist at 6:17p.m. Gayle Pope, 2203 250<sup>th</sup> Street addressed City Council. Motion by Moore, second by Earnest to close the public hearing at 6:20 p.m. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried.

Motion by Earnest, second by Moore to approve a Resolution Approving Voluntary Annexation of Certain Properties. Roll Call: Ayes: Glinsmann, Moore, Rangel, Stigers, Youngquist and Earnst. Nays: none. Motion carried. (Resolution 2023-083)

Motion by Moore, second by Rangel to approve 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. Roll Call: Ayes: Rangel, Stigers, Youngquist, Earnest, Glinsmann and Moore. Nays: none. Motion carried. (Resolution 2023-084)

Motion by Earnest, second by Glinsmann to approve Resolution Naming City Personnel Authorized to Access Financial Accounts and Conduct Banking Activities on Behalf of the City of Washington, Iowa. Roll Call: Ayes: Stigers, Youngquist, Earnest, Glinsmann, Moore and Rangel. Nays: none. Motion carried. (Resolution 2023-085)

Motion by Moore, second by Glinsmann to approve the Nutrient Reduction Feasibility Study. Roll Call: Ayes: Youngquist, Earnest, Glinsmann, Moore, Rangel and Stigers. Nays: none. Motion carried. (Resolution 2023-086)

Motion by Glinsmann, second by Stigers to approve the Paving Agreement with W3 Construction, Inc. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried. (Resolution 2023-087)

Motion by Moore, second by Stigers to approve an Agreement Between Keith S. & Sara K. Murphy and the City of Washington, Iowa. Roll Call: Ayes: Glinsmann, Moore, Rangel, Stigers, Youngquist and Earnest. Nays: none. Motion carried. (Resolution 2023-088)

Motion by Moore, second by Stigers to approve an Iowa Department of Natural Resources Project Grant Agreement. Roll Call: Ayes: Moore, Rangel, Stigers, Youngquist, Earnest and Glinsmann. Nays: none. Motion carried. (Resolution 2023-089)

Motion by Moore, second by Glinsmann to approve a Washington Housing Rehabilitation Contract for 116 N. 7<sup>th</sup> Ave. Motion carried.

Motion by Stigers, second by Moore to approve a Washington Housing Rehabilitation Program Forgivable Loan for 116 N 7<sup>th</sup> Ave. Motion carried.

Motion by Stigers, second by Moore to approve a Construction Agreement for the City of Washington Housing Rehabilitation Program for 116 N. 7<sup>th</sup> Ave. Motion carried.

Motion by Moore, second by Earnest to untable the Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy). Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried.

Motion by Glinsmann, second by Stigers to approve the Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy). Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: none. Motion carried.

Department reports were presented.

Motion by Stigers, second by Moore that the Regular Session held at 6:00 p.m., Tuesday, September 19, 2023, is adjourned at 6:55 p.m. Motion passed unanimously.

Deanna McCusker, City Administrator



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 August 31, 2023

Project No: Invoice No: 0T5.125319 0320177

Client Account:

WASHINGT\_CI\_IA

#### Washington Airport/Fuel System Repair

Refurbish and Link 2 Existing 10K Gallon Tanks

Design and Construction (001)

Fee

Total Fee

48,500.00

Percent Complete

6

95.00 Total Earned

46,075.00

Previous Fee Billing Current Fee Billing 44,814.00 1,261.00

Total Fee

1,261.00

Total this Task

\$1,261.00

Total this Invoice

\$1,261.00

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.



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 August 31, 2023

Project No: Invoice No: 0T5.128743 0320178

Client Account:

WASHINGT\_CI\_IA

### Washington/Airport-Install Solar Panels

WO #7

Construction Engineering (002)

### **Professional Services**

	Hours	Amount
Project Manager	5.50	1,034.00
Totals	5.50	1,034.00
Total Labor		ā

Total this Task

1,034.00 \$1,034.00

Total this Invoice

\$1,034.00

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 employe and advance in employment individuals without regard to race, color, religion, sex, sexual color, religion, sex, sexual oclor, religion, sex, sexual oclor, religion, sex, sexual oclor, 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.



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

FEDERAL ID 42-1323559

September 20, 2023

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

Invoice #:

852024

Client #:

11307

Matter #:

65

Billing Attorney:

JHS

### INVOICE SUMMARY PLEASE RETURN THIS PAGE WITH YOUR PAYMENT

RE: WASHINGTON HOTEL GROUP, LLC

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

Professional Services

\$467.50

Expenses

\$.00

**CURRENT INVOICE DUE** 

\$ 467.50

Check Remit To: Incli AHLERS & COONEY, P.C. 100 COURT AVENUE, SUITE 600 DES MOINES, IA 50309-2231 515-243-7611

Include Invoice # on Payment

Wire/ACH Transfer Remit To: BANKERS TRUST ABA: 073000642 A/C: 031291 accounting@ahlerslaw.com

1

Invoice #: 852024 September 20, 2023

WASHINGTON HOTEL GROUP, LLC

### **PROFESSIONAL SERVICES**

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
8/25/23	JHS	.20	SEND FOLLOW UP EMAIL TO CITY STAFF
8/25/23	JHS	.10	RECEIVE AND RESPOND TO FOLLOW UP EMAIL FROM CITY ADMINISTRATOR
8/25/23	JHS	.20	REVIEW AND REVISE FIRST SET OF ADOPTION PROCEEDINGS FOR SEPTEMBER 5TH COUNCIL MEETING
8/25/23	MP	.10	REVISING FIRST SET OF PROCEEDINGS
8/28/23	MP	.10	SENDING FIRST SET OF PROCEEDINGS
9/11/23	JHS	.20	RECEIVE AND RESPOND TO EMAIL FROM CITY ADMINISTRATOR REGARDING CHANGE TO AGREEMENT TERMS
9/12/23	JHS	.10	REVIEW DATE UPDATES IN PROCEEDINGS
9/12/23	MP	.20	REVISING FIRST AND SECOND SETS OF PROCEEDINGS, SENDING FIRST SET OF PROCEEDINGS
9/14/23	JHS	.50	REVIEW REVISIONS IN DRAFT AGREEMENT; SEND FOLLOW UP QUESTIONS AND COMMENTS TO CITY ADMINISTRATOR
9/14/23	JHS	.20	PREPARE REVISED EXECUTION VERSION OF AGREEMENT
9/14/23	JHS	.10	RECEIVE AND RESPOND TO FOLLOW UP EMAIL FROM CITY ADMINISTRATOR
9/14/23	MP	.10	SEND FOLLOW UP EMAIL TO CITY ADMINISTRATOR REGARDING STATUS OF TRANSCRIPT DOCUMENTS

TOTAL FEES \$ 467.50

### **SUMMARY OF PROFESSIONAL SERVICES**

NAME	HOURS	RATE	TOTAL
JENNA H. SABROSKE	1.60	250.00	400.00
PEARSON, MELISSA	.50	135.00	67.50
TOTALS	2.10		\$ 467.50

TOTAL THIS INVOICE \$ 467.50



E-MAILED Invoice #INV022255 09/18/2023

Iowa Pump Works, Inc. 825 SW Ordnance Rd Ankeny, IA 50023

Bill To

Washington IA WWTP, City of PO Box 516 Washington IA 52353 United States Ship To

Washington IA WWTP, City of 1065 W Buchanan St Washington IA 52353 United States TOTAL

\$14,603.38

Due Date: 10/18/2023

### Details

Shop repair of FLOWSERVE 8MSX15AW SER # 11M00288 MOTOR MODEL# M25-6-230/460 25 BHP 1160RPM 3PH 230/460V

Sales R	ер	PO #	Terms	Shipping Method	
Michae	el Hoffmann	4/13/23	Net 30		
QTY	Item		Comment	Rate	Amount
1	<b>15139</b> FLOWSERVE M PRIMARY	ECHANICAL SEAL		\$960.80	\$960.80
1	<b>15140</b> FLOWSERVE M SECONDARY	ECHANICAL SEAL		\$1,090.00	\$1,090.00
1	<b>15141</b> FLOWSERVE O	-RING KIT		\$1,708.69	\$1,708.69
1	<b>15132</b> FLOWSERVE B	OARD, TERMINAL		\$1,259.25	\$1,259.25
2	<b>15134</b> FLOWSERVE B	USHING GLAND CABLE		\$247.49	\$494.98
1	<b>15137</b> FLOWSERVE K	EY, IMPELLER		\$245.69	\$245.69
1	<b>15143</b> FLOWSERVE R	ING, RETAINING		\$41.40	\$41.40
1	<b>24836</b> FLOWSERVE S	ENSOR, MOISTURE		\$378.50	\$378.50
1	<b>12886</b> BEARING 620	9ZZ SHIELDED		\$54.69	\$54.69
2	24748 BEARING JM7 BEARING	18110 TAPERED ROLLER		\$119.50	\$239.00
2	<b>12950</b> BEARING JM7 BEARING	18149 TAPERED ROLLER		\$228.20	\$456.40
1	23411 OUTSIDE SER	VICES	Wash/Bake Stator	\$575.00	\$575.00

Thank you for your business.
Toll Free: 855-228-6383 | Email: info@iowapumpworks.com | Website: http://www.iowapumpworks.com





Invoice #INV022255 09/18/2023

Iowa Pump Works, Inc. 825 SW Ordnance Rd Ankeny, IA 50023

QTY	Item	Comment	Rate	Amount
1	23412 MACHINE WORK	Spray/Polish Shaft	\$975.00	\$975.00
1	<b>22433</b> MISC SHOP SUPPLIES		\$70.00	\$70.00
1	<b>22545</b> OIL/ENVIRONMENTAL CHARGE		\$110.00	\$110.00
18	<b>22566</b> SHOP LABOR - STD		\$160.00	\$2,880.00
1	INSTALL SERVICES	INSTALLATION OF REBUILT PUMP		\$2,910.10
1	23288 SHIPPING & HANDLING		\$153.88	\$153.88
			Subtotal	\$14,603.38
			Tax	\$0.00
			Amount Paid	\$0.00
			Amount Due	\$14,603.38

PLEASE REMIT TO: Iowa Pump Works PO Box 945 Ankeny, IA 50021

Online payment accepted at <a href="http://www.iowapumpworks.com">http://www.iowapumpworks.com</a> - PAY NOW 3% charge for credit card and \$2.25 charge for e-Check

PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE

Vandar # Due Date

Thank you for your business.
Toll Free: 855-228-6383 | Email: info@iowapumpworks.com | Website: http://www.iowapumpworks.com





City of Washington 215 East Washington P.O. Box 516 Washington, IA 52353 September 22, 2023

Project No:

24657

Leland Belding III

Invoice No:

Project Manager

1

Engineering services for Wellness Park Improvements Phase II Master Plan:

Professional Services from August 20, 2023 to September 16, 2023

Fee

Total Fee

48,000.00

Percent Complete

30.00 Total Earned

**Total Fee** 

14,400.00

Previous Fee Billing

0.00

Current Fee Billing

14,400.00

Control of an one for some

14,400.00

**Total this Invoice** 

\$14,400.00

**Billings to Date** 

	Current	Prior	Total
Fee	14,400.00	0.00	14,400.00
Totals	14,400.00	0.00	14,400.00



City of Washington 215 East Washington P.O. Box 516 Washington, IA 52353 September 22, 2023 Project No: 2

24654

Leland Belding III

Invoice No:

Project Manager

7

Engineering services for Dog Park Storm Sewer:

Professional Services from August 20, 2023 to September 16, 2023

**Professional Personnel** 

Engineer II-A10.00179.001,790.00Engineer X14.0097.001,358.00Totals24.003,148.00

Total Labor

**Total this Invoice** 

3,148.00 \$3,148.00



P.O. Box 725 • North Liberty, IA 52317 Phone: (319) 337-4951

 $mark@asphaltrepairic.com \bullet www.asphaltrepairic.com$ 

### **Invoice**

Invoice Number:

2023419

Date:

9/8/2023

Company:

City of Washington

Address:

915 W Main Street

State/Province:

Washington, Iowa

Zip/Postal code:

**Contact Name:** 

52353

Phone:

319-321-4886

Fax:

Nick Pacha

Description	Quantity	Unit Price	Amount
City of Washington Walking Trail			\$ 11,810.00
		311-6-75	D-10798
Terms are: Due upon completion			
Comments:		Sub-total	\$ 11,810.00

Comments:

Thank you, Have a great Day!

Tax Grand Total \$ 11,810.00

Thank You.

We appreciate your business.

Contractor's Application for Payment Owner's Project No.: Owner: Washington Airport Commission Engineer's Project No.: OT5.128743 Engineer: Bolton & Menk, Inc. Contractor: Eagle Point Solar Other Project No.: **Install Solar Power Panels** Project: Contract: Application No.: 01 Application Date: 7/27/2023 **Application Period:** From to 1. Original Contract Price 124,517.00 2. Net change by Change Orders Current Contract Price (Line 1 + Line 2) 124,517.00 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) 82,181.22 5. Retainage 82,181.22 Work Completed 4,109.07 5% X \$ - Stored Materials c. Total Retainage (Line 5.a + Line 5.b) 4,109.07 78,072.15 6. Amount eligible to date (Line 4 - Line 5.c) 7. Less previous payments (Line 6 from prior application) \$ 78,072.15 8. Amount due this application **Contractor's Certification** The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. Contractor: Eagle Point Solar Signature: Date: 7/27/2023 Name: **Emily Doland** Title: Controller Recommended by Engineer Approved by Owner By: By: Name: Carl L. Byers, P.E. Name: Title: Aviation Project Manager Title: Date: Date: 9/8/2023

Progres	11051 533 Estimate - Oliit Files Wolk										Contractor's Application for Payment	Application	for Payment
Owner:	Washington Airport Commission										Owner's Project No.:	::	
Engineer:	Bolton & Menk, Inc.										Engineer's Project No.: 015.128743	o.: 0T5.12874	
Contractor:											Other Project No.:	::0	
Project:	Install Solar Power Panels												
Contract:													
Application No.:	n No.: 01 Application Period:	rom From		2							Appli	Application Date:	07/27/23
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			Contrac	Contract Information		Previous Estimate	Estimate	Work	Work Completed				
					Value of Bid Item			Estimated Quantity	Value of Work Completed to Date	Materials Currently Stored	Work Completed and Materials Stored to Date	d % of Value of Item	Balance to Finish
Bid Item No.	Description	Item Quantity	Units	Unit Price (S)	(CXE)	Quantity Previous Estimate	Value Previous Estimate	Incorporated in the Work	(EXG) (S)	(not in G) (S)	(H+1)	(1/F) (%)	(F-1)
対している。					13.85	Original Contract		がところに					
1	20 KwDC Solar Array Installation Location 1 (Hangar G),	1.00	S	59,450.00	59,4			06:0	53,645.22		53,645.2		5,804.78
2	20 KwDC Solar Array Installation Location 2 (Hangar A),	1.00	s	57,072.00		7		0.50			28,536.00	30%	28,536.00
m	Relocate Terminal Power to Meter C	1.00	s	7,995.00					•			-	7,995.00
		1											
		-	ŀ										
			Origin	Original Contract Totals	\$ 124,517.00				\$ 82,181,22	•	\$ 82,181,22	5 66% \$	\$ 42,335.78
1987 COMP-0100-		STEEL STATE OF STATE	PALTE SERVE SERVED	End County Date Street	Ċ		TENED TREATMENT OF STREET	STATE OF THE PRINTS OF T	SCHOOL STOCKS STOCKS SHOW	Particular Company Company Company		Park in 11/2 Section in 14/4/20	100 CONT. 100 CONT. S. CO.
A STATE OF S						- Change Orders				MANAGE CONTROL MANAGEMENT AND	THE REAL PROPERTY OF THE PERSON OF THE PERSO	-	September of the septem
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						Original Contract and Change Orders	CALCO MINISTERIOR COLLEGE		TO SECOND		2000		Confession
				Project Totals   \$	\$ 124,517.00				\$ 82,181.22		\$ 82,181.22	5   9696   5	\$ 42,335.78

Contractor's Application for Payment Owner: Washington Airport Commission Owner's Project No.: Engineer: Bolton & Menk, Inc. Engineer's Project No.: OT5.128743 Contractor: Eagle Point Solar Other Project No.: Project: Install Solar Power Panels Contract: **Application No.: Application Date:** 09/19/2023 **Application Period:** From 07/23/2023 09/19/2023 1. Original Contract Price 124,517.00 2. Net change by Change Orders 3. Current Contract Price (Line 1 + Line 2) 124,517.00 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) 112,065.30 5. Retainage 112,065.30 Work Completed 5,603.27 - Stored Materials c. Total Retainage (Line 5.a + Line 5.b) 5,603.27 6. Amount eligible to date (Line 4 - Line 5.c) 106,462.03 7. Less previous payments (Line 6 from prior application) 78,072.15 8. Amount due this application 28,389.88 Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. Contractor: Eagle Point Solar Signature: Date: Name: Title: Recommended by Engineer Approved by Owner By: By: Name: Carl L. Byers, P.E. Name: Title: Aviation Project Manager Title: Date: 9/20/2023 Date:

Subtract   Subtract	Enginee		THE STATE OF THE CONTINUES OF THE STATE OF T										Owner's Project No.:		
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Content beings   From   67/22/23   From   67/19/23   From   67/1	Project: Contrac		Solar Power Panels										Other Project No.:		
Content to the property   Content to the p	Applicat	tion No.:		From	07/23/23	to	09/19/23						Applica	ation Date:	09/19/23
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604 EAST GRAND AVENUE DES MOINES, IOWA 50309 P 515 288 2000

FEHDESIGN.COM

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

Invoice number

113762

Date

08/31/2023

Project 2023202 Washington Public Library Makerspace

Invoice Summary						
			Amount Not	Prior		Current
Description			to Exceed	Billed	Remaining	Billed
Professional Services			69,500.00	51,669.67	4,033.05	13,797.28
	Cara Cara Cara Cara Cara Cara Cara Cara	Total	69,500.00	51,669.67	4,033.05	13,797.28
PROFESSIONAL SERVICES						
Professional Fees						
						Billed
				Hours	Rate	Amount
Project Architect 3				73.00	110.00	8,030.00
Interior Design Principal				17.00	125.00	2,125.00
Intern				8.00	50.00	400.00
Reimbursable Expenses						
grade de despris de autoritante de la sprincia de la compressión de la colonia de conservación.						Billed
						Amoun
Printing Expenses					-	1,977.28
Consultant						
						Billed
					· ·	Amoun
Engineering Consultant						
KCL Engineering LLC						1,265.00
	520				Invoice total	13,797.2

001-6-4010 Initials\_

Invoice total

EXP. maleisme design

Vender#

Date Rec. 8

Due Date\_

Inv#\_113



### GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577 Phone: 641.672.2526 • Fax: 641.672.2091

### INVOICE

City of Washington P. O. Box 516 215 East Washington Washington, IA 52353 September 25, 2023

Invoice No:

46036

Project

7020406

Washington Business Park Subdivision - Phase 2

Client ID# 20040

Professional Services for the Period: August 18, 2023 to September 21, 2023

**Professional Services** 

 Surveyor 1
 Hours
 Rate
 Amount

 1.00
 124.00
 124.00

 Totals
 1.00
 124.00

**Total Professional Services** 

124.00

**Total Project Invoice Amount** 

\$124.00

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

COLALOCCA IOM



### GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577 Phone: 641.672.2526 • Fax: 641.672.2091

### INVOICE

City of Washington P. O. Box 516 215 East Washington Washington, IA 52353 September 25, 2023

Invoice No:

46035

Project

5020201

Washington - Buchanan Street Paving Project.

Client ID# 20040

Professional Services for the Period: August 18, 2023 to September 21, 2023

**Professional Services** 

	Hours	Rate	Amount
Principal Engineer	15.50	160.00	2,480.00
Technician #1	4.50	119.00	535.50
Totals	20.00		3,015.50

**Total Professional Services** 

3,015.50

**Total Project Invoice Amount** 

\$3,015.50

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



### GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 . P.O. Box 451 . Oskaloosa, IA 52577 Phone: 641.672.2526 • Fax: 641.672.2091

#### INVOICE

City of Washington

P. O. Box 516

215 East Washington

Washington, IA 52353

Project

5019061

Washington - Reconstruction of Adams Street.

Client ID# 20040

Professional Services for the Period: August 18, 2023 to September 21, 2023

**Professional Services** 

Principal Engineer

Hours

Rate 169.00 Amount

September 25, 2023

Invoice No:

Totals

10.00 10.00 1,690.00

1,690.00

**Total Professional Services** 

1,690.00

**Total Project Invoice Amount** 

\$1,690.00

46034

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

### **DCJConcrete& General Construction**

320 West Van Buren Washington, IA 52523 319-460-0408



PREPARED FOR: City of Washington 215 East Washington Washington, lowa 52353

Prepared date: September 27th, 2023

		PRICE	TOTAL
South 12th street 53ft x 5ft sidewalk	1	\$1,457.00	\$1,457.00
Tear out and			5.5 (# 5000) F (# 0000) (5000)

Make check payable to: DCJ Concrete Total due: \$1,457.00



# ALCOHOLIC BEVERAGES DIVISION State of Iowa

### Alcoholic Beverages Division

### **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

Panda Palace LLC

Panda Palace Chinese Restaurant

(319) 653-6888

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

100 W Main St

Washington

Washington

52353

MAILING ADDRESS

CITY

STATE

ZIP

100 W Main St

washington

lowa

52353

### **Contact Person**

NAME

PHONE

**EMAIL** 

(IVAN)Hua Mei

(626) 905-7280

shuaige19@yahoo.com

### License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

BW0096040

Special Class C Retail Alcohol License

12 Month

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

Nov 15, 2023

Nov 14, 2024

SUB-PERMITS

Special Class C Retail Alcohol License

**PRIVILEGES** 

### 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: Panda Palace LLC		
Business Address: 100 W Main Street		
App #: App-187996		
Type of License: New: Renewal: X Special Five-Day: Amendment:  Permanent Premise Transfer: Beer/Wine Permit: Liquor License: Special Class C Retail Alcohol License Automatic Renewal: Cigarette License: Dance Permit: Sunday Sales: *Sunday sales are now an inherent privilege included in your license type with not 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: October 3, 2023		
Police: DCI background check and/or local background check: Yes: No: Police Chief sign off Date Date		

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



### State of lowa Alcoholic Beverages Division

### **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

D & P HOLDING, LLC

Washington Liquor and Tobacco

(563) 639-6260

Outlet

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

304 West Madison Street

Washington

Washington

52353

MAILING ADDRESS

CITY

STATE

ZIP

304 West Madison Street

Washington

Iowa

52353

### **Contact Person**

NAME

PHONE

**EMAIL** 

Durga Gajurel

(563) 639-6260

dk.durgaus@gmail.com

### **License Information**

LICENSE NUMBER

LICENSE/PERMIT TYPE

**TERM** 

STATUS

LE0003802

Class E Retail Alcohol License

12 Month

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

Nov 1, 2023

Oct 31, 2024

SUB-PERMITS

Class E Retail Alcohol License

**PRIVILEGES** 

### 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

No:

### NOTIFICATION FORM -

### LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS		
Business Name: D & P Holding, DBA Washington Liquor & Tobacco Outlet		
Business Address: 304 W. Madison Street		
App # : <b>App-189075</b>		
Type of License: New: Renewal: X Special Five-Day: Amendment:  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 nadditional 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: October 3, 2023		

Police: DCI background check and/or local background check: Yes:

. Date

No:

Police Chief sign off

Fire Chief sign off

Fire: fire inspection done Yes



### **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

THE TIPSY TRAVELER'S LLC

the tipsy travelers

(319) 201-0470

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

121 West Washington Street

Washington

Washington

52353

MAILING ADDRESS

CITY

STATE

ZIP

1919 Dogwood Avenue

Keota

Iowa

52248

### **Contact Person**

NAME

PHONE

**EMAIL** 

Megan Libe

(319) 201-0470

tipsytravelrs@gmail.com

### **License Information**

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol

5 Day

Submitted to Local Authority

License

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

Oct 13, 2023

Oct 17, 2023

SUB-PERMITS

Special Class C Retail Alcohol License

Millie Youngquist, Mayor Pro Tem Deanna McCusker, City Administrator Kelsev 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 October 3, 2023

Project Updates:

West Buchanan Street Project: Working through some reports to the DOT for the project. Will hopefully accept the project in October.

East Adams: Seeding was done last week.

Water Main: F Ave to Casey's the water main is in and been bacteria and pressure tested. They are currently digging near Car Doctor. On Monday they will work on D Ave to E Ave and then continue to C Ave. They will start connecting services to the new main from C Ave to Casey's after all the bacteria and pressure testing comes back ok. This is all that was included in Phase 1. When this is all done we will assess the weather and timing to see if we continue into Phase 2. If timing and weather conditions do not allow to continue, Phase 2 will be done in the spring.

### This week:

Phone call with Jon from Ahlers & Jason from PFM Hotel/Motel Meeting Department Head one on ones Great Places survey meeting Meeting to review a request for water **Nuisance Meeting** Prepared for City Council meeting Planning & Zoning meeting Held interview for maintenance operator Reviewing TIF and bonding for Bell land and for the City Point possible purchase Finished up anything from the council meeting

#### Next week:

**Development Services meeting** Council meeting Meeting with McDonald's on their proposed plans Council one on one Department Head one on one City Manager lunch

Handled any incoming liquor license requests and forwarded the notification form to police and fire. Handled a food truck permit. Answered a phone call about a reference for a food truck. Presented Jay Quigley with a plaque with Mayor Pro Tem for his 42 years of service. Met on S. 12<sup>th</sup> to discuss seeding. From our discussion sidewalks were addressed and those have been replaced. The invoice has been forwarded to Garden and Associates since either they or Vicker Drilling should reimburse the city. Received Murphy agreement and easement. They are at the courthouse getting recorded.

# MAINTENANCE & CONSTRUCTION DEPT. REPORT 9-2-23/9-15-23

STREETS: Personnel sawed numerous locations for concrete replacement. Personnel poured 12 yards of concrete at Orchard Dr to finish that area. Personnel repaired a stop that was struck located at South Ave E-Sitler Dr (west bound). The street sweeper made its normal round through town. Personnel set up and took down barricades for the Lincoln school bikeathon.

WATER DISTRIBUTION: Personnel repaired the 17th, 18th & 19th water main breaks of the year, first one was located at 510 West Jefferson St, 4 inch CIP, replaced a 5 ft section with PVC and two repair sleeves. The other two were located at 915 West 8th St (repair sleeve with a corp for service line) & 500 block of North 6th Ave (installed an 8 ft piece of 4 inch PVC, plus an 8 ft piece of sewer line that was struck). Personnel shut down the water main for Cornerstone on West Madison St for a couple tie ins.

SEWER COLLECTION: Personnel N/A

STORM SEWER COLLECTION: Personnel unplugged intakes with the rainfall.

MECHANIC/SHOP: Personnel serviced 403 (crankshaft sensor), PD 009, PD 232 (installed new radar), 305 (replaced spark plugs, air filter and coil boot/wires), 103 (replaced wire for airbag), Street sweeper (installed 11 new paddles for easier pick up) and installed quick connect on new mower.

OTHER: Personnel continued with the yard waste routes. Personnel responded to 59 One Call Locates. Spoil was hauled away from the shop. Material such as 1 inch road stone and 1 inch ballast was hauled back to the material storage shed. Personnel set up barricades and cones/signs for the Lincoln school annual Bikethon.

\*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.

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

Water Plant Operations: We had high flows in September from the drought, main breaks, construction and the WWTP used a significant amount of water this month. September was our highest usage month of the year, just ahead of July and August. Frank Millard serviced all the back-flow devices in the city. I have been setting this up the past 3 years for the city and will continue to do so in the future. We greased all of our pumps and motors. We have had a lot of service orders from people moving. I submitted our August MOR to the DNR. We read water meters, book 7, our monthly extra meter list, all unread meters, and re-reads. We changed 16 water meters in September. We collected our routine monthly bacteria samples and the results were absent. We collected and delivered our last 3 lead and copper samples. Bulk chemicals were filled. We recorded our monthly well levels. We changed bag filters and RO 1 filters. We have been taking calls, texts, emails, and on-site inspections for lead service line inventory. We had 1 apartment on the shut off list. We have watered trees at the plant as needed.

Street/Traffic Lights: We had Franzen electric change out 2 LED lights that were not working. A overhead red light at Madsion and S ave B and a green light at Washington and S 2<sup>nd</sup> ave. We need to order some more LED lights, sound signals, and push buttons to have on hand. 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. We have 2 down town cobra street lights that need repaired. Franzen Electric is going to fix these next week.

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

**Meetings attended:** Weekly staff meetings, 1 on 1 with Deanna, met with some sales reps, and met with Deanna, Kelsey, JJ, and Marshal about Bazooka pond metering.

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

Thanks, stay safe!

Kyle Wellington

Water Treatment Superintendent

### WWTP report October 3<sup>rd</sup>, 2023 Council meeting

- After hour alarm and dog call outs -
  - 9-18-23 Dog call to the WWTP @ 5:30p.m. Parker
  - 9-22-23 Dog call to the Police Dept. @ 4:30 p.m. Parker
  - 9-22-23 Dog call to 500 block of W 5<sup>th</sup> @ 9:00 p.m.
  - 9-24-23 Dog call to the State Bank @ 10:00 p.m. Parker
- **Dept Head meetings** September 19<sup>th</sup>, 26<sup>th</sup> with a one on one on the 22<sup>nd</sup>
- Hydrogen Sulfide Gas- We continue to have meetings and conference calls with IRE, NELCO, Fox
  eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of
  seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get
  readings from the monitors once a week, share and go over the information with everyone.
- **WWTP Interviews-**We did 3 interviews on the 18<sup>th</sup> and offered to One with a start date of October 9<sup>th</sup>
- SBR basin #1- We took #1 out of service for diffuser and decanter maintenance.
- **2023 Biosolids-** We have been doing some extra testing on the sludge in preparation for land application this fall.
- Mowing- Mowing and trimming continues at the WWTP and Liftstations.

Jason Whisler 9/29/2023 10:30 A.M.



## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 E. Washington ATTN: City Administrator Deanna McCusker 319-653-6584 dmccusker@washingtoniowa.gov

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

1.	APPLICANT INFORMATION
	Name/Event: HameS Color DOSN
	Coordinator: him Faill / Amanda Altenhoten
	Contact Number: 319-461-4535
	Email Address:
2.	Event Description: Color run for Students at St. James School, Public also able to attend.
	Days/Dates of Event: (Include Set Up/Tear Down Time) 10 - 12
	Event Location: St. James School
	Will event require an alcohol license or require modification of an existing license?Yes
3.	REQUEST INFORMATION (Check All Applicable Items)  If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.  Temporarily close a street for a special event (specify street, times, and indicate on map: )
	Description:
	Method of Notification for businesses/downtown residents (if applicable):

	Other RequestsTemporarily park in a "No Parking" area location:	Use of gators/UTV/ATV on City streets
	Use of City Park (specify park :Electrical Needs:	Parade (attach map of route and indicate streets to be closed)
	Walk/Run (attach map of route and indicate streets to be closed)	Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
	Fireworks (specify location :)	Other (please specify :)
4.	ITEMS REQUESTED FROM THE CITY OF WASHINGTON	
~	Street barricades	Yield signs for crosswalks
	Emergency "No Parking" Signs	Garbage/Recycling Barrels
	Traffic cones	Street Sweeping following (parades)
	Picnic Tables	Other (please specify :)
5.	SOUND SYSTEMS Please indicate if the following will be	used (verify availability with Parks Dept):
	Amplified Sound/Speaker System	Recorded/Live Music
	Public Address System	If so: BMI/ASCAP License obtained?
6.	SANITATION Applicant is responsible for the clean-up including trash removal from the site unless special array. Shop dumpster at Sunset Park). Will additional restrooms be brought to the site? (General guideline of 1 restroom/100 people) Will handwashing/hand sanitizer stations be provided?	YesNo If yes, how many?
	Contact Person:	Phone:
7.	INSURANCE For events requiring an alcohol license, the minimum a policy shall be \$2,000,000 general aggregate, \$1,000,000. The minimum limits for the liquor liability policy shall be property, the minimum amount of coverage for the general property insurance coverage must be submitted prior Council may require certificate of insurance with City lists of the property of the property.	on personal injury and \$1,000,000 each occurrence.  e \$500,000. For all other <b>events</b> held on <b>public</b> neral liability insurance policy will be \$500,000. Proof  to City Council consideration of the application. City  sted as "additional insured" if deemed necessary.
	Certificate of Insurance provided and acce	ptedCertificate 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, lowa, 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 abovereferenced 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 9-13-23
Date

### **DEPARTMENT APPROVALS**

Indicate Date Contacted	The second second	he applicant is responsible for coordinating with all applicable departments nadvance of City Council consideration.					
9/18/2	City Administrator Deanna McCusker Comments/Rest	r (Liquor Licens	319-653-6584 ses)	dmccusker@washingtoniowa.gov			
talked to	Police Chief	Jim Lester	319-458-0264	jlester@washingtoniowa.gov			
9/15/23	Comments/Rest	rictions:					
Lm 9/15/23	Fire Chief	Brendan DeLong	319-653-6584 x181	bdelong@washingtoniowa.gov			
<b>.</b> , ,	Comments/Rest	rictions:					
Lm 9/15/23	Streets Comments/Rest	JJ Bell trictions:	319-653-1538	jjbell@washingtoniowa.gov			
Lm a/15/23	Parks Comments/Rest	Nick Pacha trictions:	319-321-4886	npacha@washingtoniowa.gov			
	County Environm Comments/Rest	Jason Taylor	f serving food): 319-461-2876	jtaylor@co.washington.ia.us			

CITY	COUN	CILAI	TKU	VAL

		Approved:	Denied:
City Clerk or Administrator Signature	Date of Action		
CONDITIONS IMPOSED:			

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

ificate Holder Diocese of Davenpor 780 W. Central Park Davenport, IA 52804	Avenue	confers no r	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.  Company Affording Coverage  THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA				
Bavenport, ir v 2200		Company Affo					
ered Location ST JAMES 602 W. 2ND ST WASHINGTON, IA	52353-1933		OMAHA,	D MILL RD NE 68154			
rerages							
licated, notwithstandin	g any requirement, term	or condition of any or age afforded describute been reduced by p	contract or other doo bed herein is subject to paid claims.	nmed above for the certicument with respect to we to all the terms, exclusion	nich this		
Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits			
Property				Real & Personal Property			
			-	Each Occurrence	500,000		
D. General Liability				General Aggregate	500,000		
		7/1/2023	7/1/2024				
Occurrence	9165			Products-Comp/OP Agg			
Claims Made				Personal & Adv Injury	-		
				Fire Damage (Any one fire)			
				Med Exp (Any one person)			
Excess Liability				Each Occurrence			
				Annual Aggregrate			
Other				Each Occurrence			
				Claims Made			
				Annual Aggregrate			
				Limit/Coverage	<del> </del>		
flict with this language)	etions/Vehicles/Special Items			ge in this endorsement or the (	evinitate iii		
older of Certificate	10.1 20.1 10.10 10.10	Can	cellation				
Additional Protected P	befor ende	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shimpose no obligation or liability of any kind upon the company					

### **ENDORSEMENT**

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement:

10/6/2023

Cancellation Date of Endorsement: 10/7/2023

Certificate Holder: Diocese of Davenport

780 W. Central Park Avenue

Davenport, IA 52804

Location:

ST JAMES

602 W. 2ND ST

**WASHINGTON, IA 52353-1933** 

Certificate No. 9165 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

> Schedule - ADDITIONAL PROTECTED PERSON(S) City of Washington

(the following language supersedes any other language in this endorsement or the Certificate in Remarks conflict with this language):

Coverage only extends for claims arising out of St. James' color run on Friday, October 6, 2023.



# SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk Contact info: Sally Hart, 319-653-6584 ext 131; <a href="mailto:sallyhart@washingtoniowa.gov">sallyhart@washingtoniowa.gov</a>

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

1.	APPLICANT INFORMATION
	Name/Event: TT's Sips
	Coordinator: Julie Klett a Tina Conwell
	Contact Number: 319-541-0411
	Email Address: Jtssipsc gmail.com
2.	EVENT INFORMATION
	Event Description: hoctobertest - Set up outside
	Purosefully you
	10/10/03
	Days/Dates of Event: 10/19/33
	Time(s) of Event: (Include Set Up/Tear Down Time) 3pm - 9pm
	Event Location: Outside of Purposefully you
	Will event require an alcohol license or require modification of an existing license?YesNo
3.	REQUEST INFORMATION (Check All Applicable Items)
	If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.
	Temporarily close a street for a special event (specify street, times, and indicate on map: )
	Description:
	Method of Notification for businesses/downtown residents (if applicable):

### 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, lowa, 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 abovereferenced 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

9/23/23

Date

### DEPARTMENT APPROVALS

<u>Indicate Date</u>	The applicant	is responsible fo	r coordinating w	ith all applicable departments
Contacted	in advance of	City Council cons	ideration.	663 EU
01.1	City Clerk	Sally Y. Hart	319-653-6584	sallyhart@washingtoniowa.gov
4/1/23	(Liquor Licenses	;)	ext 131	
ė	Comments/Re	estrictions:		
9/1/23	Police Chief	Jim Lester	319-458-0264	<u>ilester@washingtoniowa.gov</u>
, ,	Comments/Re	strictions:		
9/1/23	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtoniowa.gov
	Comments/Re	strictions:		
91/23	Streets Comments/Re	JJ Bell strictions:	319-653-1538	jjbell@washingtoniowa.gov
9/1/23	Parks Comments/Re	Nick Pacha strictions:	319-321-4886	npacha@washingtoniowa.gov
9/1/23	Jason Taylor; 31	nental Health (if se 9-461-2876; <u>itaylo</u>		.ia.us
T 1:11 -	Comments/Re	strictions:	0 1 -1	5. 1. 1.
_ 1 WIII S	end as 17	eminder.	-cmall Cl	Der to time.

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

CITY COUNCIL APPROVAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/24/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to

ODUCER	9-0-0-200-2 <sup>-0</sup>			CONTACT NAME: PHONE	Barbara V		FAX	
				(A/C, No, E	XI).	fhmutual.com	(A/C, No):	
				É-MAIL ADDRESS			and the second s	NAIC#
ssociate	d Insurance Services						DING COVERAGE	TOTAL TO
					A: Grinell M	lutuai		
SURED	5.5.12.1			INSURER				
	Julie Keltt/JT's Sips 3349 V	Vaylan	d Road, Wayland, IA 52654	INSURER	C:			
				INSURER	200			
				INSURER				
			TE MUMPED.	INSURER	F:		REVISION NUMBER:	
OVERA		OF 111	ATE NUMBER:	WE BEEN	ISSUED TO	THE INSURE	NAMED ABOVE FOR THE POL	ICY PERIOD
INDICAT	FED. NOTWITHSTANDING ANY REI ICATE MAY BE ISSUED OR MAY F SIONS AND CONDITIONS OF SUCH F	QUIRE PERTAI POLICI	MENT, TERM OR CONDITION N, THE INSURANCE AFFORI ES. LIMITS SHOWN MAY HAVI	DED BY T E BEEN RE	HE POLICIES EDUCED BY	S DESCRIBED PAID CLAIMS.	HEREIN IS SUBJECT TO ALL	
R	TYPE OF INSURANCE	ADDL S	UBR WVD POLICY NUMBER	(	POLICY EFF MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	200.000
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10	0,000
-	OLAIIVIS-IVIADE OCCOR						MED EXP (Any one person) \$ 5,0	
			0001049908		02/25/23	02/25/2024		000,000
GEN	L AGGREGATE LIMIT APPLIES PER:							000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,	000,000
	OTHER:	-					COMBINED SINGLE LIMIT (Ea accident) \$	
AUTO	OMOBILE LIABILITY						BODILY INJURY (Per person) \$	
	ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per accident) \$	
	AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident) \$	
	HIRED AUTOS AUTOS						(r er accident)	
	UMBRELLA LIAB OCCUR	+					EACH OCCURRENCE \$	
$\vdash$	H GOOGIK						AGGREGATE \$	
-	GE time mr =						\$	
WOR	DED RETENTION \$ RKERS COMPENSATION						PER OTH- STATUTE ER	
AND	PROPRIETOR/PARTNER/EXECUTIVE	1					E.L. EACH ACCIDENT \$	
OFFI	ICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE \$	
If yes	ndatory in NH) s, describe under						E.L. DISEASE - POLICY LIMIT \$	
DES	SCRIPTION OF OPERATIONS below	+						
DESCRIP	TION OF OPERATIONS / LOCATIONS / VEHI	CLES (	ACORD 101, Additional Remarks Sch	nedule, may l	be attached if m	nore space is requ	uired)	
	coffee/drink truck	(,	■ The Company of					
MODILE	Collee/Clink a Cok							
							1960.27	
000	IFICATE HOLDED			CAN	CELLATIO	N		
CERII	IFICATE HOLDER			SH	OULD ANY C	OF THE ABOVE	E DESCRIBED POLICIES BE CAN THEREOF, NOTICE WILL BE LICY PROVISIONS.	CELLED BEF DELIVERED
				AUTH	ORIZED REPRI	ESENTATIVE		
l				1				



# 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; <a href="mailto:sallyhart@washingtoniowa.gov">sallyhart@washingtoniowa.gov</a>

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

	and the state of t
1.	APPLICANT INFORMATION
	Name/Event: TT'S SipS
	Coordinator: Julie Klett a Tina Conwell
	Contact Number: 319-541-0411
	Email Address: 1+SSIPS @gmail. Com
2.	EVENT INFORMATION
	Event Description: Set-up outside turposetuly for
	for Shop Hop Event
	Days/Dates of Event: 10/14/23
	Time(s) of Event: (Include Set Up/Tear Down Time)
	Event Location: Purposefully Jou (out front of)
	Will event require an alcohol license or require modification of an existing license?YesXNo
3.	REQUEST INFORMATION (Check All Applicable Items)
	If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all
	times.
	Temporarily close a street for a special event (specify street, times, and indicate on map: )
	Description:
	Method of Notification for businesses/downtown residents (if applicable):

### AGREEMENT

City Clerk Signature
CONDITIONS IMPOSED:

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 abovereferenced 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

POTENNIAL RIGHTS, AND VC	TENNIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMIS AND CONDITIONS AS SET FORTH TERMIN.						
Chilis Kle	tt		9	23/23			
App	licant/Sponsor S	ignature	,	Date			
		DEPARTMENT	APPROVALS				
Indicate Date	45 (50)			ith all applicable departments			
<u>Contacted</u>		City Council con					
91.100	City Clerk	Sally Y. Hart	319-653-6584	sallyhart@washingtoniowa.gov			
7/1/23	(Liquor License	1.7	ext 131				
	Comments/R	estrictions.					
11.5	Police Chief	Jim Lester	319-458-0264	ilester@washingtoniowa.gov			
9/1/23				(8) # % *			
, ,	Comments/R	estrictions:					
9/1/23	Fire Chief	Brendan	319-461-3796	bdelong@washingtoniowa.gov			
7705		DeLong					
	Comments/R	estrictions:					
9/1/22	Streets	JJ Bell	319-653-1538	jibell@washingtoniowa.gov			
11/10	Comments/R		313 000 1000	Hacile Washington			
	_						
9/1/23	Parks	Nick Pacha	319-321-4886	npacha@washingtoniowa.gov			
., ,	Comments/R	estrictions:					
9/1/22	County Enviror	nmental Health (if	serving food):				
4/1/23	SAME CANADA AND SOLUME CONTRACTOR OF CANADA CONTRACTOR	AND SECTION OF SECTION AND SEC	lor@co.washington	n.ia.us			
	Comments/R		iore co.wasimigas.				
* T. will s	The residence of the second of	reminder i	email close	er to time.			

Date of Action

Denied:

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



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/24/2023

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 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). CONTACT NAME: Barbara Wood PRODUCER PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No) 319.461.8808 barbara@fhmutual.com ADDRESS: Associated Insurance Services NAIC# INSURER(S) AFFORDING COVERAGE Grinell Mutual INSURER A : INSURED INSURER B : 3349 Wayland Road, Wayland, IA 52654 Julie Keltt/JT's Sips INSURER C INSURER D INSURER E INSURER F **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES 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. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE INSD WVD POLICY NUMBER 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 100,000 CLAIMS-MADE **OCCUR** PREMISES (Ea occurrence) \$ 5,000 MED EXP (Any one person) 1,000,000 0001049908 02/25/23 02/25/2024 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG \$ POLICY \$ OTHER: COMBINED SINGLE LIMIT \$ **AUTOMOBILE LIABILITY** (Ea accident) BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED SCHEDULED BODILY INJURY (Per accident) \$ **AUTOS** AUTOS PROPERTY DAMAGE NON-OWNED HIRED AUTOS AUTOS (Per accident) \$ **UMBRELLA LIAB EACH OCCURRENCE** \$ OCCUR **EXCESS LIAB** AGGREGATE \$ CLAIMS-MADE \$ DED RETENTION \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ N/A E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Mobile coffee/drink truck CANCELLATION CERTIFICATE HOLDER 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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# **Monthly Case Report**

# 9/1/2023 - 09/30/2023

Case #	Case Date	Parcel Address	Description	Method of Warning	Clean up Deadline	Assigned To	Main Status
Group: Close	ed						
23491	9/21/2023	402 S IOWA AVE	Vehicle behind house with brush	Letter	10/9/2023	Anna Duwa	Closed
23490	9/20/2023	421 S B AVE	Tall grass and weeds	Hanger	9/22/2023	Anna Duwa	Closed
23488	9/20/2023	719 E MAIN ST	Old mattresses on porch	Letter	9/27/2023	Anna Duwa	Closed
23487	9/15/2023	319 S C AVE	Tall grass and weeds	Hanger	9/22/2023	Anna Duwa	Closed
23485	9/13/2023	402 E MADISON ST	Tall grass and weeds	Hanger	9/27/2023	Anna Duwa	Closed
23484	9/13/2023	515 S 9TH AVE	Tall grass and weeds	Letter	9/26/2023	Anna Duwa	Closed
23483	9/11/2023	712 S 2ND AVE	Fridge on curb	Hanger	9/18/2023	Anna Duwa	Closed
23482	9/11/2023	603 N D AVE	Dumpster in driveway	Hanger	9/18/2023	Anna Duwa	Closed
23480	9/8/2023	403 W MADISON ST	Grass and weeds	Hanger	9/11/2023	Anna Duwa	Closed
23479	9/1/2023	1505 N 2ND AVE	Grass and weeds	Hanger	9/12/2023	Anna Duwa	Closed
23478	9/1/2023	1024 N 5TH AVE	Grass and weeds	Hanger	9/5/2023	Anna Duwa	Closed
23477	9/1/2023	210 S IOWA AVE	Weeds in alley	Letter	9/12/2023	Jeff Duwa	Closed

**Group Total: 12** 

# **Group: Open**

23507	9/28/2023	1212 E 2ND ST		Notice of Violation	10/18/2023	Jeff Duwa	Open
23506	9/27/2023	415 S 6TH	Tall grass	Letter	10/4/2023	Anna Duwa	Open

		AVE	and weeds				
23505	9/27/2023		Tall grass and weeds	Phone Call	10/2/2023	Anna Duwa	Open
23504	9/27/2023	400 W 3RD ST	Tall grass and weeds	Letter	10/6/2023	Anna Duwa	Open
23503	9/27/2023	516 W 3RD ST	Tall grass and weeds	Letter	10/6/2023	Anna Duwa	Open
23502	9/27/2023	628 W MAIN ST	Vines & trees growing up and around electric pole			Anna Duwa	Open
23501	9/25/2023	401 E 15TH ST	Grass getting tall	Phone Call	9/29/2023	Anna Duwa	Open
23500	9/25/2023	1512 N 2ND AVE	Junk in driveway, Tall grass	Emergency Abatement	10/2/2023	Anna Duwa	Open
23499	9/25/2023	213 E 3RD ST	Furniture in front yard	Hanger	10/2/2023	Anna Duwa	Open
23498	9/25/2023	102 W 13th St	Junk in yard	Letter	10/16/2023	Jeff Duwa	Open
23497	9/25/2023	421 S 3RD AVE	Dumpster	Letter	10/9/2023	Anna Duwa	Open
23496	9/21/2023	722 S 3RD AVE	Tall grass and weeds	Letter	9/29/2023	Anna Duwa	Open
23495	9/21/2023	320 W JEFFERSON ST	Tree limbs hanging over road	Letter	10/20/2023	Anna Duwa	Open
23494	9/21/2023	504 W WASHINGTON BLVD	Tree limbs hanging over road	Letter	10/20/2023	Anna Duwa	Open
23493	9/21/2023	1104 E 2ND ST	Tall grass and weeds	Letter	9/29/2023	Anna Duwa	Open
23492	9/21/2023	958 S IOWA AVE	Tall grass and weeds	Letter	10/4/2023	Anna Duwa	Open
23489	9/20/2023	503 W 5th St	Trash in back yard & side yard	Email	10/2/2023	Anna Duwa	Open
23486	9/15/2023	307 N D AVE	Tall grass and weeds	Notice of Violation	10/2/2023	Anna Duwa	Open
23481	9/11/2023	696 PERDOCK CT	Raccoons living in attic, coming out of roof			Jeff Duwa	Open

### CITY OF WASHINGTON, IOWA CLAIMS REPORT OCTOBER 3, 2023

POLICE	911 CUSTOM ALLIANT ENERGY ARNOLD MOTOR SUPPLY FRAISE, DEVIN GALLS LLC IOWA LAW ENFORCMT ACADEMY LAW ENFORCEMENT SYSTEMS MARCO, INC. POLICE LEGAL SCIENCES VISA-TCM BANK, N.A. WASH CO TREASURER	FLASHLIGHTS ALLIANT ENERGY PARTS MILEAGE REIMBURSEMENT NAME TAG - NEW HIRE ILEA TRAINING - FRAISE CASE MANAGEMENT FILES COPIER PRINTER LEASE TRAINING ADD-ONS FUEL FOR ILEA/SUPPLIES VEHICLE REGISTRATION STOPS TOTAL	192.98 884.47 261.25 238.42 8.90 7,100.00 232.00 442.31 240.00 596.34 30.00 10,226.67
FIRE	ALL AMERICAN PEST CONTROL ALLIANT ENERGY VISA-TCM BANK, N.A.	PEST CONROL ALLIANT ENERGY OFFICE SUPPLIES TOTAL	32.50 1,990.07 36.36 2,058.93
DEVELOPMENT SERV	FARRIER, KELLY	MOWING ABATEMENT TOTAL	415.00 <b>415.00</b>
LIBRARY	ACE-N-MORE ALL AMERICAN PEST CONTROL AMAZON CAPITAL SERVICES BAKER & TAYLOR CAPITAL ONE CARSON PLUMBING & HEATING SRVS INC CENGAGE LEARNING INC/GALE CENTRAL IOWA DISTRIBUTING CINTAS CORP LOC. 342 CLARION- PLAINSMAN DEMCO INC HEACOCK, DAKOTTA IA DEPT OF CULTURAL AFFAIRS KCII KCTC SANTIAGO, LISA STAPLES BUSINESS ADVANTAGE THE NEWS VALENTINE, TAMMY VISA-TCM BANK, N.A. WASHINGTON LUMBER WMPF GROUP LLC	JANITORIAL SUPPLIES PEST CONTROL LIBRARY MATERIALS LIBRARY MATERIALS PRINTER & SUPPLIES PLUMBING REPAIR LIBRARY MATERIALS JANITORIAL SUPPLIES MAT SERVICE SUBSCRIPTION BOOK PROCESSING SUPPLIES WRITERS WORKSHOP SUBSCRIPTION PROGRAM PROMOTION INTERNET PRESENTATION FOR LIBRARY TONER AND SUPPLIES SUBSCRIPTION HOMEBOUNG SUPPLIES SUBSCRIPTION HOMEBOUNG SUPPLIES SUBSCRIP, POSTAGE, TRAININ BUILDING MAINTENANCE PROGRAM PROMOTION TOTAL	12.99 40.00 140.99 1,336.59 275.00 37.03 47.98 62.00 84.57 46.00 122.46 50.00 24.95 106.08 409.19 40.00 874.38 50.00 7.86 999.83 247.11 50.00 5,065.01
PARKS	ALLIANT ENERGY WASH CO EXTENSION OFFICE COBB OIL CO., INC-BP ONE TRIP O'REILLY AUTOMOTIVE INC VISA-TCM BANK, N.A. STOUT COMPANIES CINTAS FIRST AID & SAFETY	ALLIANT ENERGY SPRAY CLASS FUEL BATTERY PARK EQUIP UNLOADING, BELT SEED FIRST AID SUPPLIES TOTAL	1,261.82 45.00 60.52 76.39 405.39 320.20 84.31 2,253.63
POOL	SHERWIN-WILLIAMS WASHINGTON LUMBER	PAINT POOL PAINT TOTAL	95.19 17.97 113.16
CEMETERY	ALLIANT ENERGY ARNOLD MOTOR SUPPLY CASH-N-CARRY CHEMICALS LLC	ALLIANT ENERGY PARTS/WELDER WEED KILLER	235.12 1,587.62 962.50

		TOTAL	1,849.94
SIDEWALK REPAIR & REPLACE	HAMMES, MIKE	SIDEWALK REPLACEMENT PROGR TOTAL	704.00 <b>704.00</b>
TREE REMOVAL & REP	GREINER, TRENT	BARTHOLOW FARM TREE REMOVA TOTAL	1,200.00 1,200.00
K-9 PROGRAM	VISA-TCM BANK, N.A.	SUPPLIES TOTAL	35.30 <b>35.30</b>
LIBRARY GIFT	OVERDRIVE, INC.	DIGITAL MATERIALS TOTAL	277.73 277.73
WATER PLANT	ALLIANT ENERGY CONKLIN, DANA ION ENVIRONMENTAL SOLUTIONS POSTMASTER TYLER TECHNOLOGIES	ALLIANT ENERGY MILEAGE REIMBURSEMENT LAB SERVICES BULK MAILING - WATER BILLS UTILITY BILLING ONLINE TOTAL	502.21 26.86 140.00 1,163.52 1,450.00 3,282.59
WATER DISTRIBUTION	ALLIANT ENERGY ARNOLD MOTOR SUPPLY CAPITAL ONE USA BLUEBOOK	ALLIANT ENERGY PARTS PRINTER & SUPPLIES WATER FLAGS TOTAL	50.30 764.45 139.00 130.40 1,084.15
SEWER PLANT	ALL AMERICAN PEST CONTROL ALLIANT ENERGY IGRAPHIX, INC LOGAN CONTRACTORS SUPPLY, INC. VISA-TCM BANK, N.A.	PEST CONTROL ALLIANT ENERGY H2S METER SHIPPING PUMP REPAIR CONFERENCE AND FUEL TOTAL	35.00 15,341.71 17.23 2,949.93 191.47 18,535.34
SEWER COLLECTION	ARNOLD MOTOR SUPPLY EASTERN IOWA TIRE - BURLINGTON THOMPSON TRUCK AND TRAILER INC. WASH CO PUBLIC HEALTH	PARTS BACKHOE TIRES DIESEL EXHAUSE FLUID HEP B SHOT TOTAL	417.83 614.98 179.88 80.00 1,292.69
SANITIATION	JOHNSON COUNTY REFUSE INC WASH CO HUMANE SOCIETY	REFUSE AND RECYCLING SEPTEMBER COLLECTIONS TOTAL	48,178.20 341.00 <b>48,519.20</b>

TOTAL

254,089.20

### CITY OF WASHINGTON, IOWA MONTH TO DATE TREASURERS REPORT JULY 31, 2023

FUND	7/1/2023 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	7/31/2023 ENDING CASH BALANCE
001-GENERAL FUND	1,065,425.77	84,027.53	-	554,276.27	_	595,177.03
002-AIRPORT FUND	369,888.93	83,109.19		47,370.78		405,627.34
010-CHAMBER REIMBURSEMENT	10,088.48	10,660.04	121	13,650.05	2	7,098.47
011-MAIN STREET REIMBURSEMENT	-	-	040	4,158.61		(4,158.61)
012-WEDG REIMBURSEMENT	3,086.13	8,953.10	191	8,035.03		4,004.20
050-DOWNTOWN INCENTIVE GRANT	231,473.15	-			-	231,473.15
110-ROAD USE	687,333.66	83,173.52	(17)	167,378.21	-	603,128.97
112-EMPLOYEE BENEFITS	-	5,061.38	12	5,061.38	€	2
113-LIABILITY INSURANCE	<u>~</u>	-	12	2	9	-
114-EMERGENCY LEVY	-	408.28	-	408.28	-	+
121-LOCAL OPTION SALES TAX	-	103,559.23	S=3	103,559.23		*
122-LOST DEBT SERVICE	<b>*</b>	77,669.42				77,669.42
123-LOST DEBT SERVICE RESERVE	79,170.00	3	-	2	2	79,170.00
124-HOTEL/MOTEL TAX	147,401.86	2	-	1,533.38	-	145,868.48
125-UNIF COMM UR-NE IND	140	4,523.28	*		-	4,523.28
126-SE RES UR	563	-	-		(*)	
127-UNIF COMM UR - BRIARWOOD	17.	5			(E)	
128-URBAN RENEWAL AREA #3B/D		ă.	<u> </u>	<b>1</b>	-	-
129-SC RES UR	-	=	-	•		<u></u>
130-URBAN RENEWAL AREA #3D	1 <del>-</del> 3	-	-	-	-	-
131-URBAN RENEWAL AREA #4	(=)	-	-			-
132-UNIF COMM UR - EBD	##.		5			-
133-UNIF COMM UR-IRE	1.0	1,228.97				1,228.97
134-DOWNTOWN COMM UR 145-HOUSING REHABILITATION	54,710.32	1,226.97		102.00		54,608.32
146-LMI TIF SET-ASIDE	150,745.64	-		102.00		150,745.64
200-DEBT SERVICE	16,506.81	5,909.90		_	-	22,416.71
300-CAPITAL EQUIPMENT	445,916.32	-	-	67,392.24		378,524.08
301-CAPITAL PROJECTS FUND	1,474,256.29	15,364.74	2	72,802.67	-	1,416,818.36
303-WWTP CAPITAL PROJ FUND	1,111,120,100	-	a a	140	-	21 - 20 - 10 - 10 - 10 - 10 - 10 - 10 -
305-RIVERBOAT FOUND CAP PROJ	588,609.77	-		-		588,609.77
308-INDUSTRIAL DEVELOPMENT	469,288.85	9,199.64	·=	5,090.38	-	473,398.11
309-MUNICIPAL BUILDING	· ·	-	-	-	-	1
310-WELLNESS PARK	119,024.95	-	2	127		119,024.95
311-SIDEWALK REPAIR & REPLACE	131,806.86	-	-	6,336.00	-	125,470.86
312-TREE REMOVAL & REPLACE	20,198.59	-	-	3-1	-	20,198.59
315-RESIDENTIAL DEVELOPMENT	525,931.88	151.04	-	550		526,082.92
317-ARPA CAPITAL PROJECTS	876,257.81	2,695.28	ā		455	878,953.09
325-BUILDING & FACILITY MAINT	87,560.83	-	3	15	((2)	87,560.83
510-MUNICIPAL BAND	8,051.96	5 <u>4</u> 3	-	121		8,051.96
520-DOG PARK	4,178.88	-		(4)		4,178.88
530-TREE COMMITTEE	14,584.57	-	(*)			14,584.57
535-NEIGHBORHOOD PRIDE	2 621 25		170	100	1151 1482	3,631.25
540-POLICE FORFEITURE	3,631.25	7.50. 1911			-	1,726.70
541-K-9 PROGRAM	1,726.70 5,102.33	(1 <b>-</b> 11	1 <b>-</b> 17	-	-	5,102.33
545-SAFETY FUND 550-PARK GIFT	99,369.21	609.42	-	-		99,978.63
570-LIBRARY GIFT	316,691.26	160,463.64	-	27,235.40	-	449,919.50
580-CEMETERY GIFT	2,023.00	100,403.04		27,233.40		2,023.00
590-CABLE COMMISSION	2,023.00	-	162 1 <u>2</u> 1		- 16 - 19	2,025.00
600-WATER UTILITY	511,522.13	182,704.82	100	199,003.80		495,223.15
601-WATER DEPOSIT FUND	32,295.00	1,500.00		750.00		33,045.00
602-WATER SINKING	52,235,55	-	(#.)		-	
603-WATER CAPITAL PROJECTS		127,942.58	150	127,942.58		-
610-SANITARY SEWER	478,609.98	198,245.04		165,581.38	2	511,273.64
612-SEWER SINKING	2	(1) <u>1</u>	-	10-20	2	N=1
613-SEWER CAPITAL PROJECTS	-	(14)	(4)	-	=	-
670-SANITATION	122,798.78	55,593.76	( <del>-</del> /	50,196.60		128,195.94
910-LIBRARY TRUST	=== Wy = 2000 ==	-	(5)	70	ā	· ·
950-SELF INSURANCE	545,813.94	465.14		6,814.58	9	539,464.50
951-UNEMPLOYMENT SELF INS	77,725.61	35.93	72	1,625.00		76,136.54
TOTAL BALANCE	9,778,807.50	1,223,254.87		1,636,303.85		9,365,758.52

Cash in Bank - Pooled Cash		Interest Rate
Wash St. Bank - Operating Account	3,031,731.31 (1)	0.20%
Wash St. Bank - Airport Fuel Account	2	
Cash in Drawer	350.00	N/A
Investment in IPAIT	578,313.11	0.20%
Wash St - Farm Mgmt Acct	202,880.42	
Wash St Bank - CD 1/14/2019	526,236.28	0.65%
Wash St Bank - CD 08/30/2018	270,364.31	0.65%
Wash St Bank - ISC Account	4,755,883.09	4.25%
TOTAL CASH IN BANK	9,365,758.52	
(1) Washington State Bank	3,371,410.07	
Outstanding Deposits & Checks/Wages payable	(339,678.76)	
NO 101 E 1 E	3,031,731.31	

### CITY OF WASHINGTON, IOWA YEAR TO DATE TREASURERS REPORT JULY 31, 2023

	7/1/2023 BEGINNING	M-T-D	REVENUES NOT	M-T-D	EXPENSES NOT	7/31/2023 ENDING CASH
FUND	CASH BALANCE	REVENUES	YET RECEIVED	EXPENDITURES	YET EXPENDED	BALANCE
001-GENERAL FUND	1,065,425.77	84,027.53	-	554,276.27	· •	595,177.03
002-AIRPORT FUND	369,888.93	83,109.19		47,370.78	-	405,627.34
010-CHAMBER REIMBURSEMENT	10,088.48	10,660.04	-	13,650.05	191	7,098.47
011-MAIN STREET REIMBURSEMENT	1925	-	-	4,158.61	-	(4,158.61)
012-WEDG REIMBURSEMENT	3,086.13	8,953.10	-	8,035.03	-	4,004.20
050-DOWNTOWN INCENTIVE GRANT	231,473.15	-	(50)			231,473.15
110-ROAD USE	687,333.66	83,173.52	(5)	167,378.21	-	603,128.97
112-EMPLOYEE BENEFITS	<del>-</del>	5,061.38	-	5,061.38	<u>.</u>	121
113-LIABILITY INSURANCE	-	100.20	-	408.28	2	-
114-EMERGENCY LEVY	-	408.28	-		•	-
121-LOCAL OPTION SALES TAX 122-LOST DEBT SERVICE		103,559.23 77,669.42		103,559.23		77,669,42
123-LOST DEBT SERVICE RESERVE	79,170.00	77,009.42				79,170.00
124-HOTEL/MOTEL TAX	147,401.86		151	1,533.38	-	145,868.48
125-UNIF COMM UR-NE IND	-	4,523.28		-	-	4,523.28
126-SE RES UR	-	-		-	-	-
127-UNIF COMM UR - BRIARWOOD	-		-	-		150
128-URBAN RENEWAL AREA #3B/D	-	-			5	2
129-SC RES UR	5	15		2	2	
130-URBAN RENEWAL AREA #3D	2	1(2)	149	¥1	-	
131-URBAN RENEWAL AREA #4	-	-		-		:•
132-UNIF COMM UR - EBD	-	-	9.69			
133-UNIF COMM UR-IRE		-	-		9	-
134-DOWNTOWN COMM UR		1,228.97	120	2	2	1,228.97
145-HOUSING REHABILITATION	54,710.32	120	(2)	102.00	-	54,608.32
146-LMI TIF SET-ASIDE	150,745.64	*		*		150,745.64
200-DEBT SERVICE	16,506.81	5,909.90		ř.		22,416.71
300-CAPITAL EQUIPMENT	445,916.32	5	0.70	67,392.24	Ē	378,524.08
301-CAPITAL PROJECTS FUND	1,474,256.29	15,364.74	-	72,802.67	€	1,416,818.36
303-WWTP CAPITAL PROJ FUND	-	-		=	띹	588 688 77
305-RIVERBOAT FOUND CAP PROJ	588,609.77	0.100.61	( e	5 000 30		588,609.77
308-INDUSTRIAL DEVELOPMENT	469,288.85	9,199.64	280	5,090.38		473,398.11
309-MUNICIPAL BUILDING	110.024.05	-	1.5			119,024.95
310-WELLNESS PARK	119,024.95	ā.	-	6,336.00	-	125,470.86
311-SIDEWALK REPAIR & REPLACE 312-TREE REMOVAL & REPLACE	131,806.86 20,198.59	-		0,330.00	-	20,198.59
315-RESIDENTIAL DEVELOPMENT	525,931.88	151.04	9 0			526,082.92
317-ARPA CAPITAL PROJECTS	876,257.81	2,695.28	-	-	-	878,953.09
325-BUILDING & FACILITY MAINT	87,560.83	-	2	# F	2	87,560.83
510-MUNICIPAL BAND	8,051.96	9	2	-	-	8,051.96
520-DOG PARK	4,178.88	_			-	4,178.88
530-TREE COMMITTEE	14,584.57	-		-	-	14,584.57
535-NEIGHBORHOOD PRIDE	-		5	-	(5)	
540-POLICE FORFEITURE	3,631.25			-		3,631.25
541-K-9 PROGRAM	1,726.70	-	¥	-	-	1,726.70
545-SAFETY FUND	5,102.33	~	2	-		5,102.33
550-PARK GIFT	99,369.21	609.42	<b>:</b>	( <del>-</del> )	383	99,978.63
570-LIBRARY GIFT	316,691.26	160,463.64	Ħ	27,235.40	153	449,919.50
580-CEMETERY GIFT	2,023.00	100 1000	=	157/		2,023.00
590-CABLE COMMISSION	-		8	121	-	1 <u>2</u>
600-WATER UTILITY	511,522.13	182,704.82		199,003.80	1-A	495,223.15
601-WATER DEPOSIT FUND	32,295.00	1,500.00	-	750.00	()=(	33,045.00
602-WATER SINKING	0=0	(4)	-	-	0.74	
603-WATER CAPITAL PROJECTS		127,942.58		127,942.58	(2)	- -
610-SANITARY SEWER	478,609.98	198,245.04	•	165,581.38	•	511,273.64
612-SEWER SINKING	*	12/	-	120	-	-
613-SEWER CAPITAL PROJECTS	- 122 700 70	-	<b>≅</b>	- 50 100 00	-	120 105 0
670-SANITATION	122,798.78	55,593.76	•	50,196.60	18	128,195.94
910-LIBRARY TRUST	- 	465.14	## ## ## ## ## ## ## ## ## ## ## ## ##	6.014.50	-	520 464 51
950-SELF INSURANCE	545,813.94	465.14	5	6,814.58 1,625.00	5	539,464.50 76,136.54
951-UNEMPLOYMENT SELF INS TOTAL BALANCE	77,725.61 9,778,807.50	35.93 1,223,254.87	-	1,636,303.85		9,365,758.5

Cash in Bank - Pooled Cash		Interest Rate
Wash St. Bank - Operating Account	3,031,731.31 (1)	0.20%
Wash St. Bank - Airport Fuel Account	19	
Cash in Drawer	350.00	N/A
Investment in IPAIT	578,313.11	0.20%
Wash St - Farm Mgmt Acct	202,880.42	
Wash St Bank - CD 1/14/2019	526,236.28	0.65%
Wash St Bank - CD 08/30/2018	270,364.31	0.65%
Wash St Bank - ISC Account	4,755,883.09	4.25%
TOTAL CASH IN BANK	9,365,758.52	
(1) Washington State Bank	3,371,410.07	
Outstanding Deposits & Checks/Wages payable	(339,678.76)	
	3,031,731.31	

### CITY OF WASHINGTON, IOWA MONTH TO DATE TREASURERS REPORT AUGUST 31, 2023

001-GENERAL FUND 002-ARPORT FUND 002-ARPORT FUND 003-ARPORT FUND 0045-627-34 4,7070-68 70,102-25 001-MAINS TREET RESIBICISEMENT (1,195,61) 011-MAINS TREET R		EXPENSES NOT YET EXPENDED	M-T-D EXPENDITURES	REVENUES NOT YET RECEIVED	M-T-D REVENUES	8/1/2023 BEGINNING CASH BALANCE	FUND
000-CHAMBER ERMINUISSEMENT	212.225.20						
10-CHANDER REIMBURSEMENT	512,557.50	=		-			
101-MAIN STREET REIMBURSEMENT	- 382,595.77			-			
10-1-WEDG REINBURSCRINT	- 5,559.05						
1999-DONNTOWN NICESTIVE GRANT	- 1,153.60			•			
ID-REAPLOVEE BENFETTS	- 5,251.95	-		-			
IL-BERDENCY LEVY	- 231,473.15 - 621,097.89	•		N=0			
11-LEADERGENCY LEVY	- 021,097.89	-		-			
III-BERGENCY LEVY	- 10 (15) - 12 (15)						
121-LOAT OPTION SALES TAN   17,569 42   17,589 32   127,588 32   127,588 32   121,515 TORIT SERVICE   79,170,00   121,515 TORIT SERVICE RESERVE   127-LINE COMM UR-NE IND   4,223,28   12,331,08   15,143,58   12,143,58   12,141,515 TORIT SERVICE RESERVE   127-LINE COMM UR-NE IND   4,223,28   12,231,08   12,241,00   1							
122-LOST DEBT SERVICE   77,6694   7,6694   7,6994   7,6				946			
123-LOST DEBT SERVICE RESERVE   79,170.0   124-HOTEL/MOTEL TAX	- 173,360.66	_	100000000000000000000000000000000000000				
145,808.48	- 79,170.00	-	-	9.44			
125-UNF COMM UR-REIND   4,523 28	- 152,055.98	2	15.143.58				
123-LINE COMM UR - BRIARWOOD	- 4,523.28	2	2	7 <u>2</u> 2			
123-UNF COMM UR - BRIARWOOD   129-SC RES UR   130-URBAN RENEWAL AREA #30	-	2	-	(4)	-		
128-URAN RENEWAL AREA #3BD					-	187	
130-URBAN RENEWAL AREA #30   131-URBAN RENEWAL AREA #4   131-URBAN RENEWAL AREA REPLACE RENEWAL AREA RENEWAL AREA RENEWAL RENEWAL RENEWAL AREA RENEWAL R							
131-URBAN RENEWAL AREA #30					-		
131-URBAN RENEWAL AREA #4   132-UNIF COMM UR- EBD   146-BIUSING REHABILITATION   54,608.32	2	12	2	-	2		
134-DOWNTOWN COMM UR		12	2	2	-	-	131-URBAN RENEWAL AREA #4
134-DOWNTOWN COMM UR		-	-	(4)	-	-	132-UNIF COMM UR - EBD
14-DUSING REHABILITATION	æ		-	0.00	-	-	133-UNIF COMM UR-IRE
150.745.64   200-DEBT SERVICE   22.416.71   8.648.24	- 1,228.97	17		15	(F	1,228.97	134-DOWNTOWN COMM UR
200-DEBT SERVICE   22.416.71   8.648.24	- 54,608.32	-	-	-	-	54,608.32	145-HOUSING REHABILITATION
300-CAPITAL PQUIPMENT   378,524.08   194,275.47	- 150,745.64		4	120	2	150,745.64	146-LMI TIF SET-ASIDE
301-CAPITAL PROJECTS FUND   1,416,818.36   53,607.80   175,615.01   - 303-WWTP CAPITAL PROJ FUND   588,609.77	31,064.95	140			8,648.24	22,416.71	200-DEBT SERVICE
303-WWTP CAPITAL PROJ FUND   588,609.77	- 572,799.55				194,275.47	378,524.08	300-CAPITAL EQUIPMENT
308-RIVERBOAT FOUND CAP PROJ   588,699.77   10,245.76   7,000.44   - 308-INDUSTRIAL DEVELOPMENT   473,398.11   10,245.76   7,000.44   - 309-MUNICIPAL BUILDING	- 1,294,811.15	17.1	175,615.01		53,607.80	1,416,818.36	301-CAPITAL PROJECTS FUND
308-INDUSTRIAL DEVELOPMENT   473,398.11   10,245.76   7,000.44   - 309-MUNICIPAL BUILDING	+					-	303-WWTP CAPITAL PROJ FUND
309-MUNICIPAL BUILDING   119,024.95   15,500.00   125,00   - 310-WELLNESS PARK   119,024.95   15,500.00   - 312-TREE REMOVAL & REPLACE   125,470.86   -     4,328.00   - 312-TREE REMOVAL & REPLACE   20,198.59   -     -     -     -	- 588,609.77	20	2	2	2	588,609.77	305-RIVERBOAT FOUND CAP PROJ
310-WELLNESS PARK	- 476,643.43	-	7,000.44	=	10,245.76	473,398.11	308-INDUSTRIAL DEVELOPMENT
311-SIDEWALK REPAIR & REPLACE   125,470.86   -	-	•		5			309-MUNICIPAL BUILDING
312-TREE REMOVAL & REPLACE   20,198.59   -   -   -   -	- 134,399.95	199		=	15,500.00	119,024.95	310-WELLNESS PARK
315-RESIDENTIAL DEVELOPMENT   526,082.92   149.69	- 121,142.86		4,328.00	7			
317-ARPA CAPITAL PROJECTS   878,953.09   2,829.58       -   -	- 20,198.59	127	-	2			
325-BUILDING & FACILITY MAINT   \$87,560.83   -   -   -   -   -     -	- 526,232.61		(2)	2			
\$10-MUNICIPAL BAND	- 881,782.67						
520-DOG PARK         4,178.88         -         -         -         -           530-TREE COMMITTEE         14,584.57         -         -         -         -           535-NEIGHBORHOOD PRIDE         -         -         -         -         -         -           540-POLICE FORFEITURE         3,631.25         -         -         -         -         -         -           541-K-9 PROGRAM         1,726.70         50.00         -         85.29         - </td <td>- 87,560.83</td> <td></td> <td></td> <td></td> <td>100</td> <td></td> <td></td>	- 87,560.83				100		
14,584.57   -   -   -   -   -   -   -   -   -	- 8,051.96	85%	(57)		7.0		
S35-NEIGHBORHOOD PRIDE	- 4,178.88	/21	V2V		-		
540-POLICE FORFEITURE         3,631.25         -         -         -         -         541-K-9 PROGRAM         1,726.70         50.00         -         85.29         -	- 14,584.57	(2)	120	-	-		
541-K-9 PROGRAM         1,726.70         50.00         -         85.29         -           545-SAFETY FUND         5,102.33         1,000.00         -         -         -         -           550-PARK GIFT         99,978.63         113.36         -         -         -         -           570-LIBRARY GIFT         449,919.50         18,617.06         -         5,588.95         -           580-CEMETERY GIFT         2,023.00         -         -         -         -         -           590-CABLE COMMISSION         -         -         -         -         -         -         -           600-WATER UTILITY         495,223.15         197,344.35         -         97,667.46         -           601-WATER DEPOSIT FUND         33,045.00         1,350.00         -         1,800.00         -           602-WATER SINKING         -         -         -         -         -         -           603-WATER CAPITAL PROJECTS         -         7,590.55         -         7,590.55         -         -         -           610-SANITARY SEWER         511,273.64         21,273.64         -         -         -         -         -         -         -         -	- 3,631.25	(-)		*	-		
545-SAFETY FUND         5,102.33         1,000.00         -	- 3,031.25	1.0	95.20				
550-PARK GIFT         99,978.63         113.36         - </td <td>- 6,102.33</td> <td>1.5 927</td> <td></td> <td></td> <td></td> <td></td> <td></td>	- 6,102.33	1.5 927					
570-LIBRARY GIFT         449,919.50         18,617.06         -         5,588.95         -           580-CEMETERY GIFT         2,023.00         -         -         -         -         -           590-CABLE COMMISSION         - <td>- 100,091.99</td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td>	- 100,091.99	-					
580-CEMETERY GIFT       2,023.00       -       -       -       -         590-CABLE COMMISSION       -       -       -       -       -         600-WATER UTILITY       495,223.15       197,344.35       -       97,667.46       -         601-WATER DEPOSIT FUND       33,045.00       1,350.00       -       1,800.00       -         602-WATER SINKING       -       -       -       -       -         610-SANITARY SEWER       511,273.64       216,337.07       -       107,712.22       -         612-SEWER SINKING       -       -       -       -       -         613-SEWER CAPITAL PROJECTS       -       -       -       -       -         670-SANITATION       128,195.94       57,739.85       52,829.88       -	- 462,947.61	0. <b>=</b> 7		-			
590-CABLE COMMISSION         -	- 2,023.00		3,366.93		55,500,55		
600-WATER UTILITY         495,223.15         197,344.35         -         97,667.46         -           601-WATER DEPOSIT FUND         33,045.00         1,350.00         -         1,800.00         -           602-WATER SINKING         -         -         -         -         -         -           603-WATER CAPITAL PROJECTS         -         7,590.55         -         7,590.55         -<	2,023.00					2,023.00	
601-WATER DEPOSIT FUND         33,045.00         1,350.00         -         1,800.00         -           602-WATER SINKING         -         -         -         -         -         -           603-WATER CAPITAL PROJECTS         -         7,590.55         -         7,590.55         -         107,712.22         -           612-SEWER SINKING         -	- 594,900.04	122	07 667 46		107 344 35	405 223 15	
602-WATER SINKING 603-WATER CAPITAL PROJECTS	- 32,595.00	120					
603-WATER CAPITAL PROJECTS       -       7,590.55       -       7,590.55       -         610-SANITARY SEWER       511,273.64       216,337.07       -       107,712.22       -         612-SEWER SINKING       -	- 52,575.00			-			
610-SANITARY SEWER       511,273.64       216,337.07       -       107,712.22       -         612-SEWER SINKING       - <t< td=""><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td></t<>				-			
612-SEWER SINKING	- 619,898.49	-		-			
613-SEWER CAPITAL PROJECTS 670-SANITATION 128,195.94 57,739.85 - 52,829.88	. 017,070.47	======================================					
<b>670-SANITATION</b> 128,195.94 57,739.85 - 52,829.88 -	2 2	20 20		2			
	- 133,105.91	25					
	- 155,105.51						
950-SELF INSURANCE 539,464.50 780.16 - 6,263.92 -	- 533,980.74						
951-UNEMPLOYMENT SELF INS 76,136,54 60.28	- 76,196.82	-		-			
TOTAL BALANCE 9,365,758.52 1,287,430.48 - 1,148,801.08 -			1,148,801.08	30			

Cash in Bank - Pooled Cash		Interest Rate
Wash St. Bank - Operating Account	3,155,310.23 (1)	0.20%
Wash St. Bank - Airport Fuel Account	2	
Cash in Drawer	350.00	N/A
Investment in IPAIT	580,783.50	0.20%
Wash St - Farm Mgmt Acct	197,391.99	
Wash St Bank - CD 1/14/2019	526,973.73	0.65%
Wash St Bank - CD 08/30/2018	270,498.75	0.65%
Wash St Bank - ISC Account	4,773,079.72	4.25%
TOTAL CASH IN BANK	9,504,387.92	
(1) Washington State Bank	3,224,630.66	
Outstanding Deposits & Checks/Wages payable	(69,320.43)	
	3,155,310.23	

### CITY OF WASHINGTON, IOWA YEAR TO DATE TREASURERS REPORT AUGUST 31, 2023

FUND	7/1/2023 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	8/31/2023 ENDING CASH BALANCE
001-GENERAL FUND	1,065,425.77	172,783.32	*	925,871.79	-	312,337.30
002-AIRPORT FUND	369,888.93	130,179.87	*	117,473.03	(e)	382,595.77
010-CHAMBER REIMBURSEMENT	10,088.48	21,320.08	5	25,849.51		5,559.05
011-MAIN STREET REIMBURSEMENT	100	9,454.70		8,301.10	-	1,153.60
012-WEDG REIMBURSEMENT	3,086.13	17,906.20	<u> </u>	15,740.38	-	5,251.95
050-DOWNTOWN INCENTIVE GRANT	231,473.15	-	*	(*)		231,473.15
110-ROAD USE	687,333.66	165,730.54	5	231,966.31		621,097.89
112-EMPLOYEE BENEFITS	.0	13,550.62		13,550.62	1.5	150
113-LIABILITY INSURANCE	-		3		=	-
114-EMERGENCY LEVY	-	1,048.33	=	1,048.33		-
121-LOCAL OPTION SALES TAX	-	231,147.55	*	231,147.55	-	172.200.00
122-LOST DEBT SERVICE	70 170 00	173,360.66		-		173,360.66
123-LOST DEBT SERVICE RESERVE	79,170.00	21 221 00		16.676.06	5	79,170.00
124-HOTEL/MOTEL TAX	147,401.86	21,331.08		16,676.96	5	152,055.98
125-UNIF COMM UR-NE IND		4,523.28		-	-	4,523.28
126-SE RES UR 127-UNIF COMM UR - BRIARWOOD	-	-	-	-	-	
128-URBAN RENEWAL AREA #3B/D	-		-	0.5	•	-
129-SC RES UR	5	10.00	5	18		37
130-URBAN RENEWAL AREA #3D	2	153	5	1.50		
131-URBAN RENEWAL AREA #4	_	920		7.0		
132-UNIF COMM UR - EBD		-				
133-UNIF COMM UR-IRE						-
134-DOWNTOWN COMM UR		1,228.97				1,228.97
145-HOUSING REHABILITATION	54,710.32	1,220.7		102.00	2	54,608.32
146-LMI TIF SET-ASIDE	150,745.64	(4)	2	-	2	150,745.64
200-DEBT SERVICE	16,506.81	14,558.14				31,064.95
300-CAPITAL EQUIPMENT	445,916.32	194,275.47		67,392.24	_	572,799.55
301-CAPITAL PROJECTS FUND	1,474,256.29	68,972.54	-	248,417.68		1,294,811,15
303-WWTP CAPITAL PROJ FUND	-	_	2	-	2	-
305-RIVERBOAT FOUND CAP PROJ	588,609.77	-	4		2	588,609.77
308-INDUSTRIAL DEVELOPMENT	469,288.85	19,445.40	*	12,090.82	=	476,643.43
309-MUNICIPAL BUILDING	21,000 - copers	-	-			
310-WELLNESS PARK	119,024.95	15,500.00		125.00		134,399.95
311-SIDEWALK REPAIR & REPLACE	131,806.86	-	-	10,664.00	9	121,142.86
312-TREE REMOVAL & REPLACE	20,198.59	-	-		2	20,198.59
315-RESIDENTIAL DEVELOPMENT	525,931.88	300.73	4	-	-	526,232.61
317-ARPA CAPITAL PROJECTS	876,257.81	5,524.86			-	881,782.67
325-BUILDING & FACILITY MAINT	87,560.83				5	87,560.83
510-MUNICIPAL BAND	8,051.96	-	-	8		8,051.96
520-DOG PARK	4,178.88	-	2		2	4,178.88
530-TREE COMMITTEE	14,584.57	-	-	-		14,584.57
535-NEIGHBORHOOD PRIDE		(0.00)	17			-
540-POLICE FORFEITURE	3,631.25	-	17.0			3,631.25
541-K-9 PROGRAM	1,726.70	50.00	•	85.29	ž.	1,691.41
545-SAFETY FUND	5,102.33	1,000.00	•		-	6,102.33
550-PARK GIFT	99,369.21	722.78	(4)	- 22.024.25		100,091.99
570-LIBRARY GIFT	316,691.26	179,080.70	( <del>*</del> )	32,824.35	-	462,947.61
580-CEMETERY GIFT 590-CABLE COMMISSION	2,023.00	5	303	-		2,023.00
600-WATER UTILITY	511,522.13	380,049.17	15.1 12.1	296,671.26		594,900.04
			-		-	
601-WATER DEPOSIT FUND 602-WATER SINKING	32,295.00	2,850.00		2,550.00	-	32,595.00
603-WATER CAPITAL PROJECTS		135,533.13		135,533.13	-	
610-SANITARY SEWER	478,609.98	414,582.11	-	273,293.60		619,898.49
612-SEWER SINKING	478,009.98	-		2/3,293.00		017,070.47
613-SEWER CAPITAL PROJECTS	2	5	151 127	6 2	15 120	0
670-SANITATION	122,798.78	113,333.61	-	103,026.48	-	133,105.91
910-LIBRARY TRUST	122,750.70	-	-	-	-	
950-SELF INSURANCE	545,813.94	1,245.30	o+1	13,078.50	( <del>=</del> 0	533,980.74
951-UNEMPLOYMENT SELF INS	77,725.61	96.21	0.50	1,625.00		76,196.82
TOTAL BALANCE	9,778,807.50	2,510,685.35	12	2,785,104.93	-1	9,504,387.92
4-100 (A-1010) Anton (ANTON) (ANTON)					***************************************	

Cash in Bank - Pooled Cash		Interest Rate
Wash St. Bank - Operating Account	3,155,310.23 (1)	0.20%
Wash St. Bank - Airport Fuel Account	2	
Cash in Drawer	350.00	N/A
Investment in IPAIT	580,783.50	0.20%
Wash St - Farm Mgmt Acct	197,391.99	
Wash St Bank - CD 1/14/2019	526,973.73	0.65%
Wash St Bank - CD 08/30/2018	270,498.75	0.65%
Wash St Bank - ISC Account	4,773,079.72	4.25%
TOTAL CASH IN BANK	9,504,387.92	
(1) Washington State Bank	3,224,630.66	
Outstanding Deposits & Checks/Wages payable	(69,320.43)	
	3,155,310.23	

The City Council	of the City of Washington in the State of Iowa, me	et in
session, in the Council C	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 Counci	l Members:	
-		
Absent:		
Vacant:		

\*\*\*\*\*\*\*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Washington and Washington Hotel Group, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

	The Council then considered the proposed action and the extent of objections thereto.			
AUTH	ORIZI	introduced and delivered to the esolution hereinafter set out entitled "RESOLUTION APPROVING AND EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN WASHINGTON AND WASHINGTON HOTEL GROUP, LLC", and moved:		
		that the Resolution be adopted.		
		to defer action on the Resolution and the proposal to the meeting to be held atM. on the day of, 2023, at this place.		
the vo	Counc te was:	l Member seconded the motion. The roll was called, and		
		AYES:		
		NAYS:		

RESOLUTION NO	
---------------	--

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON AND WASHINGTON HOTEL GROUP, LLC

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, 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 Chapters, 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 any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be 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.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

# PASSED AND APPROVED this 3<sup>rd</sup> day of October, 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. <u>Condition Precedent</u>. 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. <u>Definitions.</u> 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.

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

<u>City</u> means the City of Washington, Iowa, or any successor to its functions.

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

<u>Construction Plans</u> 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.

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

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

<u>Economic Development Grants</u> 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.

<u>First Mortgage</u> 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.

<u>Full-Time Equivalent Employment Unit</u> 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.

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

<u>Minimum Improvements</u> 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.

<u>Net Proceeds</u> 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.

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

State means the State of Iowa.

<u>Tax Increments</u> 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.

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

<u>Unavoidable Delays</u> 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).

<u>Urban Renewal Area</u> shall mean the area known as the Washington East Commercial Urban Renewal Area.

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

<u>Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund</u> 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. <u>Representations and Warranties of City</u>. 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. <u>Representations and Warranties of Developer</u>. 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.
- Construction Plans. Developer shall cause Construction Plans to be provided for Section 3.2. 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. <u>Certificate of Completion</u>. 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. <u>Real Property Taxes.</u> 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. <u>Maintenance of Properties</u>. 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. <u>Maintenance of Records</u>. 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. <u>Compliance with Laws</u>. 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. <u>Non-Discrimination</u>. 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. <u>Available Information</u>. 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. <u>Developer Completion Guarantee</u>. 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. <u>Schedule of Grants.</u> 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. <u>Maximum Amount of Grants.</u> 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. <u>Limitations.</u> 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. <u>Calculation of Grants</u>. 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. <u>Payment Schedule.</u> 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. <u>Use of Other Tax Increments</u>. 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. <u>Reduction of First Grant</u>. 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 <u>Defined</u>. 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. <u>No Remedy Exclusive</u>. 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. <u>No Implied Waiver</u>. 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. <u>Notices and Demands</u>. 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 263<sup>rd</sup> 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. <u>Memorandum of Agreement</u>. 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. <u>Titles of Articles and Sections</u>. 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. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- Section 11.6. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- Section 11.7. <u>Entire Agreement</u>. 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. <u>Successors and Assigns</u>. 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. <u>Termination Date</u>. 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. <u>No Third-Party Beneficiaries</u>. 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.]

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## CITY OF WASHINGTON, IOWA

		By: Millie Youngquist, Mayor Pro Tem
		Millie Youngquist, Mayor Pro Tem
ATTEST:		
_		
By:Sally Hart, City Clerk		
STATE OF IOWA	) ) SS	
COUNTY OF WASHINGTON	)	
duly sworn, did say that they are Washington, Iowa, a Municipality seal affixed to the foregoing instra signed and sealed on behalf of said	e the Mayor Pro created and exis ument is the sea Municipality by acknowledged s	, 2023, before me a Notary Public in and st and Sally Hart, to me personally known, who being a Tem and City Clerk, respectively, of the City of ting under the laws of the State of Iowa, and that the l of said Municipality, and that said instrument was authority and resolution of its City Council, and said aid instrument to be the free act and deed of said
		Notary Public in and for the State of Iowa
	-	
[Signature page to Agre	ement for Private	e Development – City of Washington, Iowa]

WASHINGTON HOTEL GROUP, LLC, an Iowa limited liability company

Bv:

David Waite, Co-Manager

ATTEST:

By:

Andy Drahota, Co-Manager

STATE OF JOWA

) SS

COUNTY OF Washington

On this 22<sup>nd</sup> day of September, 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.



Sanelle k. Johnson Notary Public in and for said state

[Signature page to Agreement for Private Development - Washington Hotel Group, LLC]

# EXHIBIT A DEVELOPMENT PROPERTY

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.

## EXHIBIT B MINIMUM IMPROVEMENTS

The <u>Minimum Improvements</u> 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

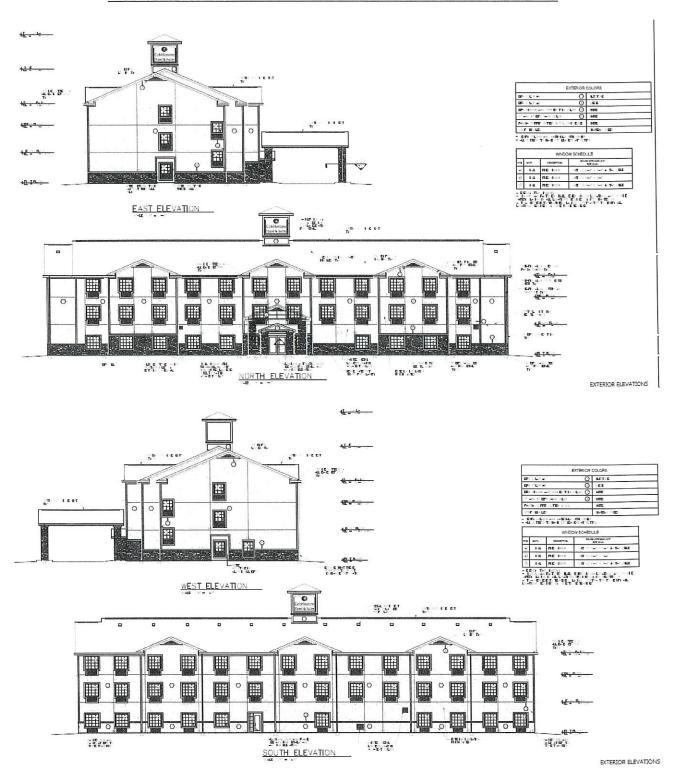


Exhibit B-2

EXHIBIT B-1 SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS

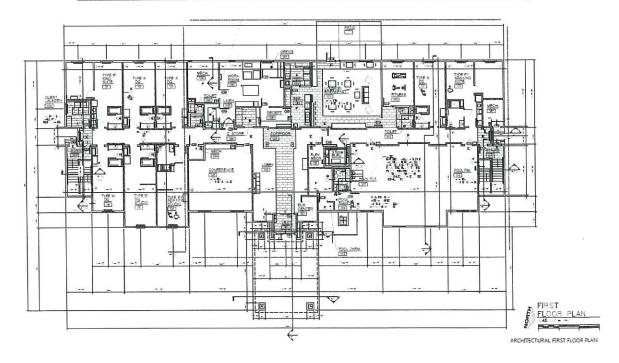


EXHIBIT B-1 SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS

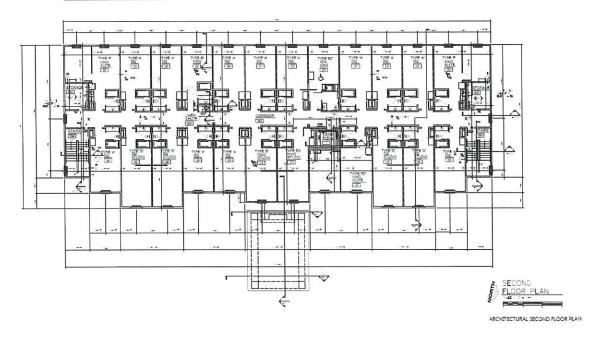
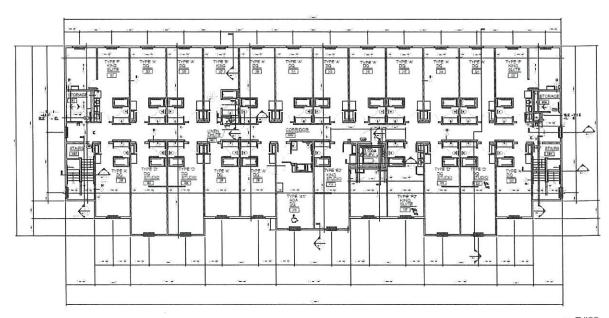


EXHIBIT B-1 SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS



THIRD FLOOR PLAN

ARCHITECTURAL THIRD FLOOR PLAN

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

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]

## CITY OF WASHINGTON, IOWA

	By: Millie Youngquist, Mayor Pro Tem
ATTEST:	white roungquist, wayor rio rem
By:Sally Hart, City Clerk	
STATE OF IOWA ) ) SS COUNTY OF WASHINGTON )	
On this day of in and for said State, personally appeared Millie known, who being duly sworn, did say that the respectively, of the City of Washington, Iowa, a M of the State of Iowa, and that the seal affixed to Municipality, and that said instrument was signed authority and resolution of its City Council, and said said instrument to be the free act and deed of said I	ey are the Mayor Pro Tem and City Clerk unicipality created and existing under the laws the foregoing instrument is the seal of said and sealed on behalf of said Municipality by Mayor Pro Tem and City Clerk acknowledged
W A ELE JOITS N	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

*y* 

STATE OF lowa ) SS COUNTY OF Washington )

On this 22nd day of September, 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.



Hotary 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 :
(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 22nd day of September, 2023.
WASHINGTON HOTEL GROUP, LLC, an Iowa limited liability company
By:
Print Name: DAVID WAITE Its:
STATE OF 10WA, COUNTY OF Washington) ss:
This record was acknowledged before me on <u>September 22<sup>nd</sup></u> , 2023 by <u>David Waite</u> as th <u>Manager</u> of Washington Hotel Group, LLC.
Notary Public in and for said State
Attachments: proof of payment of property taxes  Exhibit D-1  Exhibit D-1  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 )	
and that the seal affixed to the foregoing instruminstrument was signed and sealed on behalf of said	

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

02211070-1\11307-065

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 29, 2023

To: Mayor & City Council

Cc: Kelsey Brown, Finance Director

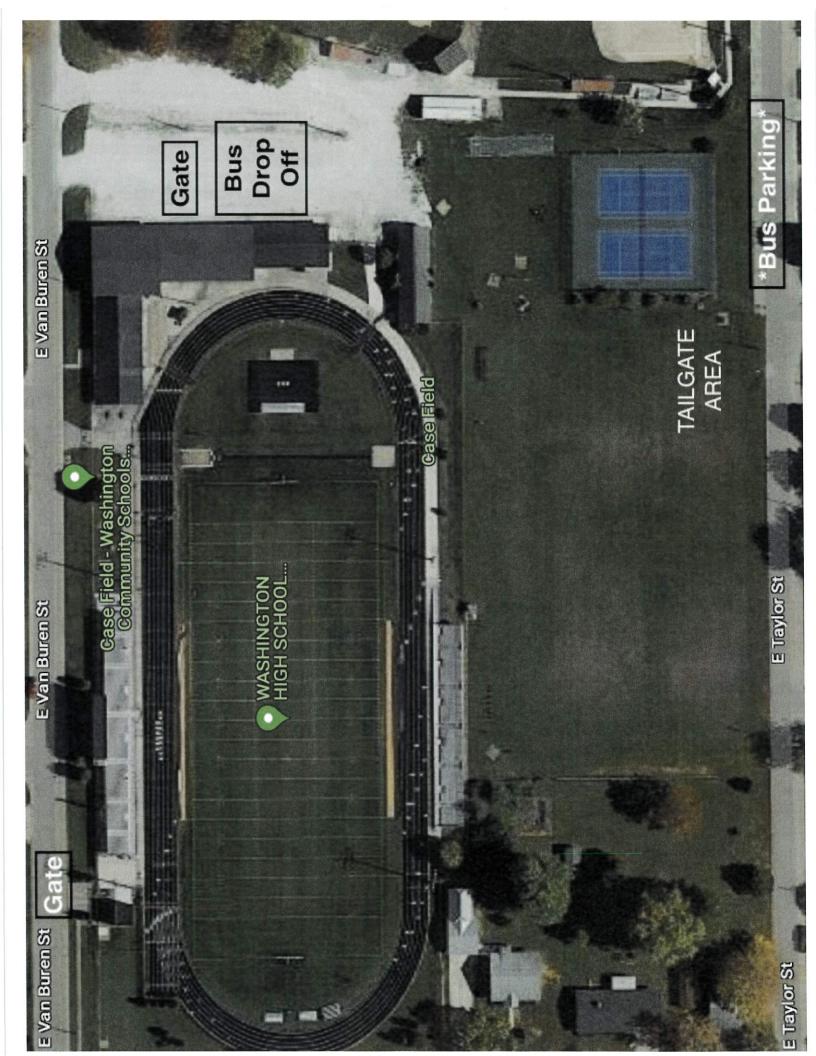
From: Deanna McCusker

City Administrator

Re: Tailgating

They want to hold tailgating on October 6<sup>th</sup> and October 20<sup>th</sup>. They have done this in the past. There would be staff and parents to chaperone. They bring food to share. Kids know they are responsible for cleaning up after themselves. They also play bags or throw footballs and sit around with music playing. The time would be from 5-7pm.

Erin Smith from the high school requested permission to hold this. The location is on the map. Nick indicated that they could not use the pickleball courts.



### **RESOLUTION NO. 2023-**

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

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

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

The property of Coronel, Andre A. at 615 E Tyler St. for the amount of \$268.75. Legal Description (02 S CIRCLE DR SD LOT 3K & FOSS SD). Parcel Number (1120253025).

And

The property of the U. S. Dept of Agriculture at 1512 North 2<sup>nd</sup> Ave. for the amount of \$246.25. Legal Description (12 02 TINDAL SD). Parcel Number (1108331029).

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

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

Passed and Approved this day of October 2023.	
	Millie Youngquist, Mayor Pro Tem
Attest:	
Kelsey Brown, Deputy City Clerk	

Resolution of Support and Financial Commitment for the Main Street Program in Washington, Iowa.

WHEREAS, an Agreement between the lowa Economic Development Authority, Main Street Washington and the City of Washington for the purpose of continuing the Main Street Iowa program in Washington and,

WHEREAS, this Agreement is pursuant to contractual agreements between Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Washington, Iowa and,

WHEREAS, the City Council of Washington endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa.



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 250<sup>th</sup> 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	EA	235.00	235.00
		INC. GSKTS, NUTS, AND BOLTS			
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
		The first of the control of the cont		<b>Sub Total</b>	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/

## PRICE QUOTATION



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

S CO TRUCK

PHONE: (319) 653-2764

**NET 30 DAYS** 

Notes

EMAIL: smcmurrin@schimberg.com

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

07/28/2023

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

SCHIMBERG CEDAR RAPIDS

ine #	NS	Part Number And Description	Quantity Ordered	Qty UM	Net Price	Ext Price
1	KREEDEW	56002010600	560.0	FT	14.33	8,024.80
		PIPE PVC C900 DR18 WM 6X20'				
2		53090210000	1	EA	3,860.64	3,860.64
		CLOW MED HYD (HIAW\N.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				
3		53761100600	1	EA	161.20	161.20
		MJ TEE 6				
4		53874010600	4	EA	39.33	157.32
. 1		REG C-900 MEGA LUG 6				
5		53816000400	4	EA	21.84	87.30
		MJ CORBLU B&G PAK W/O GLAND 4				
6		53090480600	1	EA	1,000.31	1,000.3
		MJXMJ GT VL OPEN LEFT CI 6 F6100 R/WCAST IRON BODY SQUARE OPERATING NUT LESS ACCESS ES ** PLEASE BE SURE TO TIGHTEN THE FOLLOWER PLATE BOLTS **	ORI			
7	NS	N947	3	EA	124.00	372.0
		s/b 317 SERVICE SADDLE 317-00066309-000 6X1CC				
8		N52500950000	1	EA	75.27	75.2
		TYLER VALVE BOX 95E W/LID	989 - /	*		
9		94547012100	3	EA	91.18	273.5
		AY 74701 BQ CTS COMP CORP 1				
10		94561002100	3	EA	142.69	428.0
		AY 76100 Q CTS CURB STOP 1				
11		82901000100	500.0	FT	0.68	340.0
		PIPE HD250 CTS BLUE DR9 1X100				
111	Lines	Total			Total	14,780.5

SALES PERSON CONTACT INFORMATION

smcmurrin@schimberg.com

SCOTT MCMURRIN

14,780.51 Quote Total

Taxes

0.00

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 Page 1 of 1



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



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

#### WWTP MEMORANDUM

TO:

CITY ADMINISTRATOR, COUNCIL, MAYOR, CITY CLERK, AND

FINANCE DIRECTOR

FROM:

JASON WHISLER

SUBJECT:

FALL 2023 LAND APPLICATION OF TREATED BIO-SOLIDS

DATE:

FRIDAY, SEPTEMBER 29<sup>TH</sup> 2023

IT'S THAT TIME OF THE YEAR AGAIN WE'LL BE LAND APPLYING OUR TREATED BIO-SOLIDS IN THE NEAR FUTURE. I SENT OUT COST ESTIMATE LETTERS TO THREE (3) AREA MANURE CONTACTORS. I ONLY RECEIVED ONE (1) LETTER BACK FROM PREMIER PUMPING LLC (FORMALLY IOWA GROW INC.). PREMIER PUMPING COST ESTIMATE WAS THREE POINT SEVEN CENTS PER (\$0.037) CENTS PER GALLON. I'M ESTIMATING THERE WILL BE BETWEEN ONE POINT TWO MILLION GALLONS (1,200,000) TO ONE POINT FIVE MILLION GALLONS (1,500,000). THIS PROJECT WILL EXCEED \$7,500.00, SO COUNCIL APPROVAL IS NECESSARY. WE WON'T KNOW THE TOTAL COST UNTIL THE TANK IS EMPTY AND THE NUMBER OF GALLONS ARE TOTALED. THERE IS MONEY AVAILABLE IN ACCOUNT # 610-6-8015-6599 FOR THIS PROJECT. I'LL ASK SALLY TO INCLUDE THIS PROJECT ON THE CONSENT AGENDA FOR THE OCTOBER 3<sup>RD</sup>,2023 COUNCIL MEETING.

LET ME KNOW IF YOU HAVE ANY QUESTIONS.

**THANKS** 

JASON WHISLER

#### CHANGE ORDER NO. 2

Owner:

City of Washington

Owner's Project No.:

Engineer:

**FOX Strand** 

Engineer's Project No.:

3424-20B

Contractor:

Cornerstone Excavating, Inc.

Contractor's Project No.:

Project: Contract Name: 2022 Washington Water Main Improvements 2022 Washington Water Main Improvements

Date Issued:

9/26/2022

Effective Date of Change Order: 10/3/2023

The Contract is modified as follows upon execution of this Change Order:

Item 1: Change in project scope from open trenching to trenchless construction from H Avenue to F Avenue adjacent to W. Madison Street. Cost will include one additional mobilization fee of \$5,000 to accommodate concrete supplier mobilization. No additional cost for removal of pavement area will be incurred by the City of Washington. An approximate deduct of \$58,589.95 per the attached estimated change in quantities.

Item 2 - Removal and replacement of sidewalk and driveway. Add \$13,824.50 per the attached change proposal request.

Item 3 - Add one 12-inch live cut-in valve installation to allow isolation and abandonment of existing water main. Add \$20,137.

Item 4 - Add additional tree and stump removal in Sunset Park. Add \$4,129.77.

Attachments: Change Order No. 2 Estimated Change in Quantities for Directionally Drilling of Water Main and E. Main Street Change Proposal Request.

Change in Contract Price

Change in Contract Times

change in contract the	onange in contract
Original Contract Price:	Original Contract Times: Substantial Completion: November 24, 2023
¢ 2.669.641.25	Ready for final payment: December 29, 2023
\$ 3,668,641.25	Ready for final payment. December 23, 2023
Decrease from previously approved Change Orders:	[Increase] [Decrease] from previously approved
	Change Orders No.1 to No:
	Substantial Completion: 0 days
\$ 570,307.55	Ready for final payment: 0 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
- Production (Specific Biological Matters of Matter (Specific Biological Control Matters of Matter	Substantial Completion: November 24, 2023
\$ 3,098,333.70	Ready for final payment: December 29, 2023
Decrease this Change Order:	Increase this Change Order:
	Substantial Completion: 6 days
\$ 20,498.68	Ready for final payment: 6 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: November 30, 2023
\$ 3,077,835.02	Ready for final payment: January 4, 2024

	Recommended by Engineer (if required)	Accepted by Contractor
Ву:	Ales Sugar	Bally
Title:	Project Manager	Sione
Date:	September 26, 2023	9/26/23
	Authorized by Owner	Approved by Funding Agency (if applicable)
Ву:		
Title:		
Date:		

# 2022 WASHINGTON WATER MAIN IMPROVEMENTS (CHANGE ORDER NO. 2) ENGINEER'S OPINION OF PROBABLE PROJECT COST

STRAND

Washington, Iowa

Washington, Iowa 8/31/2023 3424-208.600

				COST CHANGE			
ITEM NO.	BID ITEM	UNIT	QUANTITY	UN	IIT PRICE	TC	TAL PRICE
	DIVISION 2 - EARTHWORK						
2.01	CLEARING AND GRUBBING, TREE REMOVAL	LS	-1	\$	3,500.00	\$	(3,500.00)
	Division Subtotal					\$	(3,500.00)
	DIVISION 5 - WATER MAIN AND APPURTENANCES						
5.01	WATER MAIN, 8-INCH, CASE 1, TRENCHED DI, NITRILE GASKETS	LF	-1,030	\$	92.50	\$	(95,275.00)
5.02	WATER MAIN, 8-INCH, CASE 1, TRENCHED DI, NITRILE GASKETS, RESTRAINED JOINT	LF	-100	\$	127.50	\$	(12,750.00)
5.03	WATER MAIN, 8-INCH, CASE 2, TRENCHLESS DI, NITRILE GASKETS	LF	1,030	\$	207.00	\$	213,210.00
	Division Subtotal					\$	105,185.00
	DIVISION 7 - PAVEMENT AND APPURTENANCES						
7.01	SIDEWALK REMOVAL AND DISPOSAL	SY	-236	\$	11.50	\$	(2,714.00
7.02	PCC SIDEWALK, 5-INCH	SY	-317	\$	130.35	\$	(41,320.95
7.03	PAVEMENT REMOVAL AND DISPOSAL	5Y	-486	\$	15.00	\$	(7,290.00
7.04	REMOVAL OF CURB AND GUTTER	LF	-310	\$	15.00	\$	(4,650.00
7.05	PCC FULL DEPTH PATCH	SY	-476	\$	175.00	\$	(83,300.00
7.06	PCC CURB AND GUTTER, 30-INCH	LF	-320	\$	75.00	\$	(24,000.00
	Division Subtotal			-		\$	(163,274.95
	DIVISION 11 - MISCELLANEOUS						
11.01	MISCELLANEOUS REMOVAL	LS	-1	\$	2,000.00	\$	(2,000.00
CO2.1	ADDITIONAL MOBILIZATION	LS	1	\$	5,000.00	\$	5,000.00
	Division Subtotal					\$	3,000.00
	APPROXIMATE CHANGE IN PROJECT COST			1		5	(58,589.95



P. O. Box 928 Washington, IA 52353 (319) 653-3957 Fax: (319) 653-9067

## Change Request

To:

Washington Watermain

Number: CO-2

Date: 7/10/2023

Job: Washington Watermain

Job #: WAS023

Description: Removal and replacement of sidewalk between 1202 and 1204 E Main Street. Readjust grade and install sidewalk between 1204 and N 13th Street

Readjust grade and install sidewalk between 1204 and N 13th Street.

Description			Quantity	Unit	Unit Price	Price
	Sidewalk removeal		63	SY	\$11.50	\$724.50
	Saw cutting		1	LS	\$150.00	\$150.00
	Reform and replace sidewalk		63	SY	\$90.00	\$5,670.00
	Driveway removal		42	SY	<b>\$</b> 15.00	\$630.00
	Saw cutting		1.0	LS	\$350.00	\$350.00
	Reform and repour		42	SY	\$150.00	\$6,300.00
					Total:	\$13,824.50
	Bond Fees					\$0.00
	Added Working Days Requested:	5		20	e Order Total:	\$13,824.5

Submitted by: BJ Miller	Approved by:	
Cornerstope Excapating, Inc.		
Cornersinne Excavating, Inc.	Date:	
IN ININI.		

### **WORK CHANGE DIRECTIVE NO. 2**

Owner:	City of Washington	Owner's Project No.:					
Engineer:	FOX Strand	Engineer's Project No.:	3424-20B				
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:					
Project:	2022 Washington Water Main Improvem	(3)					
Contract Name:	2022 Washington Water Main Improvem						
Date Issued:		e of Work Change Directive: 8/14/	2023				
Date issued.	0/11/2023	of the sharing britainter of th	2023				
Contractor is direc	ted to proceed promptly with the follo	owing change(s):					
main on 14th Ave	to an issue with the existing water line nue, the city staff have determined th in to allow isolation and abandonmen area.	at a cut-in valve will be necessary	on the exiting				
Attachments: Cha	ange Proposal Request from Cornersto	ne Excavating, Inc.					
Purpose for the W	ork Change Directive: Valve required	to isolate water mains in the proj	ect area.				
	eed promptly with the Work described t Time, is issued due to:	I herein, prior to agreeing to cha	nge in Contract				
☐ Non-agreemen	it on pricing of proposed change.						
⊠ Necessity to pr	oceed for schedule or other reasons.						
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):							
Contract Price:	\$20,137.00	increase					
Contract Time:	1 day						
Basis of estimate	d change in Contract Price:						
oxtimes Lump Sum $oxtimes$	Unit Price $\square$ Cost of the Work $\square$ Othe	er					
Recomn	nended by Engineer	Authorized by Owner					
By:	Alexa Azedis	De arra M	10 leaster				
	I Com I think in		E - CON				
		4 6 .	- 1 kg				
Title:	Project Manager	City admin	istration				
Title:	Project Manager 8/14/2023	City admin	istration				
		City admin	istrator				
-		City admin	istration				



P. O. Box 928 Washington, IA 52353 (319) 653-3957 Fax: (319) 653-9067

#### Change Request

To:

City of Washington

Number: 1

Date: 8/10/2023

Job: Watermain Improvements

Job #: WAS023

Description: Install 12" Hydra Stop Valve intersection of 14th Ave and East Main. Due to lack of valves in existing 12"

watermain.

c up	Per each	1 1 16.0	LS LS Ton	\$15,500.00 \$1,440.00 \$35.75	\$15,500.00 \$2,325.00 \$1,440.00 \$572.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
hinery and Labor	Per each	1 16.0			\$1,440.00 \$572.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	T ET CACH	16.0			\$572.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
		10.0		\$00.70	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
					\$0.00 \$0.00 \$0.00 \$0.00
					\$0.00 \$0.00 \$0.00 \$0.00
					\$0.00 \$0.00 \$0.00
					\$0.00 \$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total:	\$0.00 \$19,837.00
					100 To 100 Per 1 P
nd Fees					\$300.00
ded Working Days Requested:	1	<del></del>	Chang	ge Order Total:	\$20,137.00
	d Fees ed Working Days Requested:			ed Working Days Requested:	

Submitted by:	BJ Miller
	Compretage Excavating, Inc.
	(Y   X   II   II
	185/18WV.
(	

Approved by:	Deanna	Mc	Custer
Date:	8/10/2	02-3	



P. O. Box 928 Washington, IA 52353 (319) 653-3957 Fax: (319) 653-9067

### Change Request

To:

City of Washington

Number: CR-3

Date: 9/7/2023

Job: Washington Watermain Improvements

Job #: WAS023

Description: Request by parks department to remove 3 additional trees in Sunset Park.

Description	Quantity	Unit	Unit Price	Price
1 Total removal, including stumps of 3 trees	1	LS	\$3,875.00	\$3,875.00
Sub-contractor Mark up			5%	\$193.75
on other residence in supplementation of the desiration of the de				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total:	\$4,068.75
Bond Fees				\$61.02
000000000000000000000000000000000000000				
Added Working Days Requested:	1	100	The state of the s	A. 100 7
	<del>- The state of the Control of the C</del>	Chan	ge Order Total:	\$4,129.7

Submitted by: BJ Miller	Approved by: Deanna Mc lush
Cornerstone Excavating, Inc.	Date: 9/7/2023
[1//////]	

Contractor's A	pplicatio	n for Paymen	t							
Owner: City of Washington Owner's Project No										
Engineer:	FOX Str	and		Engine	er's Project No.	: [	3424-20B			
Contractor:		stone Excavat	<del></del>	-	ctor's Project N	o.: _				
Project:			ater Main Improvem							
Contract:	2022 W	ashington W	ater Main Improvem	ents	Mary and the second of the sec					
Application I	No.:	4	Applicat	ion Date:	9/26/2023					
Application I	Period:	From	9/26/2023	to	9/26/2023					
1. Ori	ginal Con	tract Price				\$	3,668,641.25			
i i i i i i i i i i i i i i i i i i i	2. Net change by Change Orders									
		\$	(590,806.23) 3,077,835.02							
3. Current Contract Price (Line 1 + Line 2) \$ 3,077,835.02 4. Total Work completed and materials stored to date										
(Sum of Column G Lump Sum Total and Column J Unit Price Total) \$ 866,839.25										
5. Ret	ainage					-	The state of the s			
a	5%		66,839.25 Work Co	mpleted		\$	43,341.96			
b		X \$	- Stored N	1aterials		\$	-			
С	. Total R	etainage (Line	5.a + Line 5.b)			\$	43,341.96			
a. 5% X \$ 866,839.25 Work Completed       \$ 43,34         b. 0% X \$ - Stored Materials       \$         c. Total Retainage (Line 5.a + Line 5.b)       \$ 43,34         6. Amount eligible to date (Line 4 - Line 5.c)       \$ 823,49         7. Less previous payments (Line 6 from prior application)       \$ 494,33         8. Amount due this application       \$ 329,15										
7. Les		\$	494,339.53							
8. Am		\$	329,157.76							
9. Bal	9. Balance to finish, including retainage (Line 3 - Line 6) \$ 2,254,337.73									
The undersigned Contractor certifies, to the best of its knowledge, the following:  (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and  (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.										
Contractor:	BJ Mill	M/					9/20/22			
Signature:	<i>Ø</i>	4MY			Dat	te: _	6/30/2023			
Recommend	led by E	ngineer	/	Approved l	by Owner					
By:	H	tuo /	udi	Ву:						
Title:		Project Maria	nger	Title:						
Date:		9/26/202	3	Date:	arana arang ar					
Approved b	y Fundin	g Agency								
Ву:		***************************************		Ву:						
Title:				Title:		Martin Maria and	en de la companya de			
Date:				Date:						

Owner's Project No.: City of Washington Engineer's Project No.: 3424-20B FOX Strand Contractor's Project No.: Contractors Cornerstone Excavating, Inc. 2022 Washington Water Man Improvements 2022 Washington Water Main Improvements ontract: to 09/26/23 **Application Date:** 09/26/23 Application Period: From 09/26/23 Application No.: E C D **Work Completed** Contract Information **Work Completed** % of Value of Work and Materials Balance to Finish (F Value of Bid Item Completed to Dat Quantity (J / F) Unit Price (CXE) corporated i (EXG) Stored (not in G) (H+I)-1) Bid Item (\$) the Work (5) (\$) (\$) (%) (\$) (\$) Description Item Quantity Units Original Contrac Division 1 -General 7 500 00 7,500.00 3,750.00 3,750.00 50% 3,750.00 1 01 Compaction Testing
1.02 Construction Contingency (Allowance) 1 LS 1 ALW 20,000.00 0% 20,000.00 975.00 14,750.00 0% 10% 1.03 Temporary Mailbox Cluster 975.00 975.00 14 750 00 1.05 Remove And Replace Signage 1 LS 9,750.00 0.25 2,437.50 2,437.50 25% 7,312.50 Division 2 - Earthwork
2.01 Topsoil, Strip, Stockpile, Furnish, And Respread 34,550.00 34,550.00 3,455.00 3,455.00 10% 31,095.00 2.02 Unsuitable Soils, Removal And Replacement
2.03 Clearing And Grubbing, Tree Removal, Tree Trimming 50 CY 2,500,00 2,500.00 34.950.00 8,737.50 8,737.50 34,950.00 0.25 26,212.50 Division 3 - Trench and Trenchless Construction 3.01 Trench Foundation 50 TON 55.00 2,750.00 0% 2,750.00 3.02 Replacement Of Unsuitable Backfill, Tranch 50 CY 50.00 0% 2,500.00 Division 4 - Sewers and Drains
4.01 CCTV 8-Inch Sanitary Sewer, Pre Contraction Service Locate 7.75 2,346 LF 18,181.50 5,254.50 12,927.00 678.00 5,254.50 29% 0% 0% 0% CCTV 10-Inch Sanitary Sewer, Pre Construction Service Locate 746 LF 7.75 5,781.50 62.80 CCTV 12-Inch Sanitary Sewer, Pre Continuction Service Locate
CCTV 4-Inch Sanitary Sewer W/Report Post Construction Service Inspection
CCTV 6-Inch Sanitary Sewer W/Report Post Construction Service Inspection 628.00 4 03 7,401.25 955 LF 7.401.25 832 LF 5 EA 0% 0% 0% 6,448.00 2,775.00 7.75 4.05 CCTV Inspection Reversal Sanitary Sawer Main Line, Heavy Clearing Sanitary Sawer Main Line, Removal Of Heavy Root. 4.06 2,775.00 4.07 325.00 3,250.00 3,250.00 3,250.00 3,250.00 325.00 3,250.00 0% 0% 325.00 4 09 Sanitary Sewer Main Line, Removal Of Heavy Scale 3,250.00 4.10 Sanitary Sewer Main Line, Protruding Tap Cut
4.11 Sanitary Sewer Debris Cutting Removal 10 EA 1,200.00 12,000.00 0% 12,000.00 10 HR 20 EA 425.00 0% 4,275.00 17,100.00 400 17,100.00 4.12 Remove & Replace Sanitary Service 85,500.00 20% 68,400.00 Division 5 - Water Main and Appurtenances
5.01 | Cap Existing Water Main in Place 2 300 00 43,700.00 11,500.00 11,500.00 26% 32,200.00 27.50 1,750.00

5.950.00

15.025.00

6.880.00

8,400.00

3.835.00

9 835 00

14,750.00

8,800.00

5,600.00

11.750.00

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14,000.00

5,950.00

6,550.00

15,025.00 6,880.00

8,400.00

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8,400.00 3,835.00 9,835.00

14,750.00

8,800.00 5,600.00

9,500.00

11,750.00

8,930.00

5,250.00

6,550.00

15.025.00

38%

100%

100%

0%

0%

0%

0% 0%

0%

Contractor's Application for Payment

5.02

5.05

5.07

5.08

5.10

5.13

5,15

Removal Of Existing Water Main

Tapping Valve Assembly, 4"X4"
Tapping Valve Assembly, 8"X6"

5.16 Tapping Valve Assembly, 12"X6"

5.03 Remove And Salvage Existing Fire Hydrant
5.04 Water Main, Connect To Existing, E. Main St. And N. 12Th Ave. Connection

Water Main, Connect To Existing, E. Main St. And N. 14Th Ave Water Main, Connect To Existing, E. Main St. And N. 15Th Ave

Water Main, Connect To Existing, W. Madison St. And S. H Ave

Water Main, Connect To Existing, W. Madison St. And S. G. Ave. Water Main, Connect To Existing, W. Madison St. And S. F. Ave.

Water Main, Connect To Existing, W. Madison St. And S. D Ave

Water Main, Connect To Existing, W. Madison St. And S. C Ave

Water Main, Connect To Existing, W. Madison St.

Water Main, Connect To Existing, E. Main St. And N. 12Th Ave. Connection 2

Progress Estimate - Unit Price Work

Contractor's Application for Payment Progress Estimate - Unit Price Work Owner's Project No.: City of Washington Owner: Engineer's Project No.: Contractor's Project No.: 3424-20B FOX Strand Cornerstone Excavating, Inc. 2022 Washington Water Main Improvements Project: 2022 Washington Water Main Improvemen Application Date: 09/26/23 09/26/23 pplication No.: Application Period: From 09/26/23 to G Work Completed Work Complet Value of Work Estimated and Materials Value of Value of Bid It Quantity npleted to Da Materials Current Stored to Date Item e to Finish (F (H + 1) Unit Price (CXE) Incorporated in (E X G) (1 / F) Bid Item (\$) Units (\$) 11,025.00 (\$) the Work (\$) (\$) (%) (\$) Description 22,050.00 7,900.00 Tapping Valve Assembly, 12"X8" 44,100.00 22,050.00 22,050.00 509 5.18 Water Main, 8-Inch, Case 1, Trenched Water Main, 8-Inch, Case 1, Trenched, Restrained Joint 7,900.00 232 20,880.00 92.0 8,280.00 8,280.00 40% 12,600.00 2,312.50 3,060.00 104,062.50 28,177.50 150 1 6 92.50 2% 10% 5.20 127.50 24.00 31,237.50 3,060.00 5.21 Water Main, 8-Inch, Case 1, Trenched Di, Nitrile Gaskets, Restrained Joint Water Main, 8-Inch, Case 2, Trenchless Pvc Or Di 100 LF 170.00 17,000.00 0% 17,000.00 Water Main, 8-Inch, Case 2, Trenchless Di, Nitnie Gaskets 670 LF 207.00 1.220.00 252.540.00 252,540.00 105% 105% (12,420.00 240,120.00 5.23 175.00 123,550.00 Water Main, 8-Inch, Case 3, Trenched 0r Trenchless
Water Main Service, 1-Inch Hardware, Connection To Existing
Water Main Service Pipe, Trenched, 1-Inch Copper
Water Main Service Pipe Trenchless, 1-Inch Copper 708.00 (6,300.00) 5.24 117,250.00 123,550.00 875.00 53 EA 46.375.00 13.00 11,375.00 11,375.00 25% 35,000.00 49.50 3,861.00 3,861.00 38% 8% 6,435.00 5.26 9,184.00 56.00 43.00 1,957 LF 164.00 9,184.00 5.27 109,592.00 100,408.00 8,600.00 Temporary Water Main Service (Contingency)
Water Service Corporation 5.00 12.00 200 LF 53 EA 215.00 215.00 3% 8,385.00 400.00 21,200.00 4,800.00 5.29 Water Service Curb Stop And Box 5.30 27,295.00 16.00 8,240.00 8,240.00 30% 19,055.00 17,225.00 85,400.00 53 EA 325.00 4.00 1.300.00 1.300.00 8% 15,925.00 5.31 8.540.00 Fire Hydrant Assembly
Water Main, 4-Inch Resilient Wedge Gate Valve 5.32 1,850.00 5.33 1,850.00 2.00 3,700.00 3,700.00 200% (1,850.00) Water Main, 6-Inch Resilient Wedge Gale Valve Water Main, 8-Inch Resilient Wedge Gale Valve 2,300.00 27,045.00 1 EA 2,300.00 2,300,00 3 005 00 9,015.00 9,015.00 33% 5.35 5.35 Water Main, 12-Inch Resilient Wedge Gate Valve 4,995.00 0.10 499.50 499.50 10% 4,495.50 14 EA 1 EA Remove Existing Water Main Valve
Abandon Existing Water Main Valve InPlace 8,750.00 5,200.00 625.00 625.00 625.00 7% 8,125.00 5 200 00 520.00 10% 5.38 50% 5.39 Water Main Testing And Disinfection 12,500.00 6,250.00 6,250.00 6,250.00 Water Main Disconnections 23.550.00 23.550.00 0.25 5,887.50 5,887.50 25% 17.662.50 Abandon Existing Water Main In Place W/ Grout 225.00 2,250.00 2,250.00 5.41 Division 6 - Structures for Sinitary and Storm Sewers
Remove Existing Storm Sewer Intake 7,500.00 21,450.00 150% 150% (2,500.00) (7,150.00) 2,500.00 5,000.00 7,500.00 6.01 7,150.00 21,450.00 6.02 Storm Sewer Intake, Sw-501 14,300.00 Division 7 - Pavement and Appurtenances Sidewalk Removal And Disposal 5,922.50 62,775.00 675 SY 11.50 7,762.50 1,840.00 1,840.00 24% 90.00 424.50 38% 100,980.00 7.02 PCC Sidewalk, 5-Inch 15.00 7.03 Pavement Removal And Disposal 7,875.00 1.513 SY 22,695.00 525.00 7,875.00 35% 14,820.00 Removal Of Curb And Gutter 15.00 177.00 2,655.00 58,539.25 2,655.00 58,539.25 17% 22% 13,020.00 334.51 PCC Full Depth Patch
PCC Curb And Gutter, 30-Inch 1,520 S 7.05 266,000.00 966 LF 72,450.00 178.75 13,256.25 13,256.25 18% 59,193.75 1 LS 332 SF 9 765.00 0.25 2,441.25 25% 18% 7.07 7.08 Detectable Warning Panels 24,900.00 60.00 4,500.00 4,500.00 20,400.00 Ada Survey

Oriveway Pavement Removal And Disposal 21 EA 350.00 7,350.00 6,735.00 7,350.00 449 SY 15.00 2,490.00 2,490.00 37% 4,245.00 7.10 175.00 PCC Commercial Driveway Pavement, 7.5-Inch PCC Residential Driveway Pavement, 8-Inch Painted Pavement Markings 7 11 33,425.00 0% 33,425.00 24,940.50 24,940,50 261 SY 150.00 39,150.00 168.27 64% 14.209.50 9 875 00 7.13 5,225.00 7 14 Removable Bollard 20,900.00 20,900.00

Division 8 - Traffic Control

Progress Estimate - Unit Price Work Contractor's Application for Payment Owner's Project No.: City of Washington Engineer's Project No.: 3424-20B Engineer: FOX Strand Contractor's Project No.: Cornerstone Excavating, Inc Contractor 2022 Washington Water Main Improvements Contract: 2022 Washington Water Main Improvements 09/26/23 to 09/26/23 **Application Date:** 09/26/23 Application Period: From Application No.: Α **Work Completed** Contract Information Work Completed % of Value of Work and Mat Stored to Date ice to Finish (F Value of Bid Item mpleted to Dat Quantity (J / F) Unit Price (C X E) ncorporated i (E X G) Stored (not in G) (H+I)-1) Bid Item (5) the Work (\$) (5) (\$) (%) 15,300.0 Description Item Quantity Units 3,825.00 3,825.00 11,475.00 Traffic Control & Staging 15,300.00 25% 9.01 Hydraulic Seading, Fertilizing, And Mulching - Type 1
9.02 Filter Sock 10.250.00 13,325.00 13,325.00 3,500.00 10.00 70.00 70.00 2% 3,430.00 14 FA 185.00 2,590.00 0% 2,590.00 9.03 Inlet Protection, Drop-I Division 11 - Miscellaneous 198,750.00 11.01 198,750.00 0.30 59,625.00 59,625.00 30% 139,125.00 34,585.00 34,585.00 0.30 10,375.50 10,375.50 2,462.50 30% 25% 24,209.50 7,387.50 Exploratory Digging 11.03 Maintenance Of Solid Waste Collection 9,850,00 2,462.50 9,850.00 0.25 Division 12 - Washington Blvd (REMOVED BY CO NO. 1)

12 01 Cap Existing Water Main In Place 1,680.00 7 EA 11,760.00 0% 0% 11,760.00 5,150.00 12 02 Tapping Valve Assembly, 4"X4" 12 03 Tapping Valve Assembly, 12"X8" 12 04 Water Main, 8-Inch. Case 2, Trenchless PVC Or Di 10,300.00 10,300.00 20,150.00 0% 20,150.00 848 LF 220.00 186,560.00 18 EA Water Main Service, 1-Inch Hardware, Connection To Existing Water Main Service Pipe Trenchless, 1-Inch Copper 490.00 8,820.00 8,820.00 12.05 12.06 69,520.00 0% 69,520.00 Water Main Service Pipe Trenched, 57.00 0% 0% 1,710.00 8,550.00 475.00 12.08 Water Service Curb Stop & Box
12.09 Water Main Service Pipe, Abandon Existing 8,550.00 18 EA 5,750.00 0% 6,750.00 8,540.00 7,200.00 B 540.00 0% 0% 0% 12.10 Fire Hydrant Assembly Water Main, 8-Inch Resilient Wedge Gate Valve 12.11 7,200.00 12 12 Sidewalk Removal And Disposal 12 13 PCC Sidewalk, 5-Inch 1,653.00 1,653.00 34,500.00 2,668.00 300.00 34,500.00 12.13 PCC Sidewalk, 5-Inch

12.14 Pavement Removal And Disposal

12.15 Brick Payer Removal And Salvage

12.16 Removal Of Curb And Gutter 2,668.00 0% 25 SY 325.00 8,125.00 8.125.00 32 50 1,300.00 1,300.00 12.16 Driveway Pavement Removal And Discosal 550.00 0% 550.00 12.18 PCC Full Depth Patch 126 SY 175.00 22,050.00 0% 22,050.00 12.19 PCC Curb And Gutter, 30-Inch PCC Curb And Gutter, 30-Inch
Brick Paver Patch, Restoration Of Existing Pavers 75.00 3,000.00 0% 12.20 14,495.00 65 SY 14,495.00 0% PCC Residential Driveway Pavement, 6-Inch Hydraulic Seeding, Fertilizing, And Mukhing - Type 1 3,900.00 4,250.00 26 S 150.00 0% 3,900.00 0.50 AC 8 500 00 4,250.00 6,225.00 12.22 Compaction Testing 12.23 6,225.00 0% 10,250.00 4,585.00 10,250.00 4,585.00 Removals, Miscellaneo 10.250.00 0% 12.24 4 585 00 Remove And Replace Signage
Topsoil, Strip, Stockpile, Furnish, And Respread
Clearing And Grubbing, Tree Removal, Tree Trimmin 12.25 12,500.00 12.26 12,500.00 0% 12,500.00 7,500.00 10,500.00 7,500.00 10,500.00 7,500.00 0% 12.27 Water Main, Connect To Existing, W. Washington Blvd And S. F Ave. 10,500,00 12.28 12.29 Water Main, Connect To Existing, W. Washington Blvd And S. D Ave. 12.30 Pcc Pavement Samples And Testing 10,500.00 10,500.00 0% 10,500.00

5.500.00

5 500 00

25,500.00

7 850.00

5,500.00 5,500.00

25,500,00

5,500.00

5,500.00 5,500.00

25,500.00

7,850.00 5,500.00

0%

12.31 Traffic Control & Staging

12:33 Exploratory Digging
12:34 Water Main Testing And Disinfection

Contractor's Application for Payment Progress Estimate - Unit Price Work Owner's Project No.: Engineer's Project No.: Contractor's Project No.: Owner: Engineer: Contractor: Project: Contract:

City of Washington
FOX Strand
Cornerstone Excavating, Inc.
2022 Washington Water Man Improvements
2022 Washington Water Man Improvements 09/26/23 09/26/23 Application No.: Application Period: From

A	В	C	D	E	F	G	Н	1	J	K	L
			Contrac	t Information		Work	Completed			DO TO LIVERON OF	Service and a se
Bid Item				Unit Price	Value of Bid Item (C X E)	Estimated Quantity Incorporated in	(E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F)	Balance to Finish
No.	Description	Item Quantity	Units	(\$)	(\$)	the Work	(5)	(\$)	(\$)	(%)	(\$)
	Water Main Disconnections		LS	\$ 4,865.00 \$ 315.00	4,865.00		-			0%	4,865.0 6,300.0
12.36	Water Main Casing With Watertight End Seals, Dip, 8-Inch	20	LF	\$ 315.00	6,300.00					0%	6,300.0
	Division 13 -Bike Trail			\$ 80.00			<del>                                     </del>			0%	58,720.0
13.01	PCC Bike Trail, 6,5-Inch		SY	\$ 350.00	58,720.00		<u> </u>			0%	1,400.0
13.02	ADA Survey		EA	s 75.00	1,400.00					0%	7,125.0
13.03	Detectable Warning Panels	95	SF	\$ 75.00	7,125.00	-			i	U76	7,125.0
	Bid Alternate No. 1			\$ 7,750.00	7.750.00		<del> </del>			0%	7,750.0
A1.01	Compaction Testing		LS	\$ 7,750.00 \$ 10,350.00	7,750.00		<del> </del>			0%	10,350.0
A1.02	Removals, Miscellaneous		LS	\$ 5,500.00	10,350.00	-	<del>                                     </del>			0%	5,500.0
A1.03	Remove And Replace Signage		LS	\$ 8.25	5,500.00 7.177.50		<del> </del>		<u> </u>	0%	7,177.5
A1.04	CCTV 8-Inch Sanitary Sewer, Pre Construction Service Locate			\$ 8.25		-	<del>                                     </del>			0%	2,598.7
A1.05	CCTV 4-Inch Sanitary Sewer W/Report Post Construction Service Inspection	315	LF	\$ 8.25	2,598.75 2,598.75	-	<del></del>	<del> </del>		0%	2,598.7
A1.06	CCTV 6-Inch Sanitary Sewer W/Report Post Construction Service Inspection		EA	\$ 540.00	1,620.00		<del></del>			0%	1,620.0
A1.07	CCTV Inspection Reversal		HR	\$ 355.00	3,550.00		<del> </del>			0%	3,550.0
A1.08	Sanitary Sewer Main Line, Heavy Clearing		HR	\$ 325.00	3,250.00			<del> </del>		0%	3,250.0
A1.09	Sanitary Sewer Main Line, Removal Of Heavy Roots		HR	\$ 325.00	3,250.00	-	<del></del>	<del> </del>		0%	3,250.0
A1.10	Sanitary Sewer Main Line, Removal Of Heavy Scale		DEA .	\$ 1,200.00	12,000.00		<del> </del>			0%	12,000.0
A1.11	Sanitary Sewer Main Line, Protruding Tap Cut		HR	\$ 425.00	4,250.00		· .	<del> </del>	·	0%	4,250.0
A1.12	Sanitary Sewer Debris Cutting Removal		EA	\$ 1,900.00	3,800.00	-	<del> </del>	<del> </del>		0%	
A1.13	Cap Existing Water Main In Place		UF	\$ 47.50	1,900.00	<del> </del>	<del> </del>			0%	1,900.0
A1.14	Removal Of Existing Water Main		EA .	\$ 2,200.00	6,600.00		<del> </del>			0%	6,600.0
A1.15	Removal Of Existing Water Main Valve		ZEA	\$ 1,700.00	3,400.00		<del> </del>	<del> </del>		0%	3,400.0
A1.16	Remove And Salvage Existing Fire Hydrant		ILS	\$ 4,500.00	4,500.00		<del> </del>	<del> </del>		0%	4,500.0
A1.17	Water Main, Connect To Existing, W. Nadison St. And Hwy 1		I LS	\$ 9,765.00	9,765.00		<del> </del>	<del> </del>		0%	9,765.0
A1.18	Water Main, Connect To Existing, W. Madison St. And S. H Ave.		1 EA	\$ 10,475.00	10,475.00		<del>                                     </del>	-		0%	10,475.0
A1.19	Tapping Valve Assembly, 12"X8"		DLF	\$ 84.50	2,535.00					0%	2,535.0
A1.20	Water Main, Installation Case 1, Trenched Di W/ Nitrille Gaskets		BLF	\$ 99.25	133,789.00	-	-			0%	133,789.0
A1.21	Water Main, Installation Case 2, Tranchess Di W/ Nitnie Gaskets		oluf	\$ 115.00	1,150.00		<del>                                     </del>	<del> </del>		0%	1,150.0
A1 22	Water Main, Installation Case 3, Trenched Or Trechless Di W/ Nitrile Gaskets		9 EA	\$ 715.00	13,585.00		<b></b>			0%	13,585.0
A1.23	Water Main Service, 1-Inch Hardware, Connection To Existing		4 LF	\$ 49.50			<del>                                     </del>	+		0%	
A1.24	Water Main Service Pipe, Trenched, 1-Inch Copper		5 LF	5 54.50				<del> </del>		0%	
A1.25	Water Main Service Pipe Trenchless, 1-Inch Copper		0 LF	5 43.00			<del> </del>			0%	
A1.26	Temporary Water Main Service, Contingency		9 EA	\$ 325.00	1,000101					0%	
A1.27	Water Service Corporation		9 EA	5 375.00				<del> </del>		0%	7,125.0
A1.28	Water Service Curb Stop And Box		9 EA	\$ 325.00			-	<del> </del>		0%	6,175.0
A1.29	Water Main Service Pipe, Abandon Existing		6 EA	\$ 9,550.00				<del> </del>		0%	57,300.0
A1.30	Fire Hydrant Assembly		1 EA	5 2,950.00			-	<b>†</b>		0%	2,950.0
A1.31	Water Main, 8-Inch Resilient Wedge Grie Valve		2 EA	\$ 5,150.00			-	<b>†</b>		0%	10,300.0
A1.32	Abandon Existing Water Main Valve & Place		1 LS	\$ 7.065.00			-	<del> </del>		0%	7,065.0
A1.33	Water Main Testing And Disinfection		1 LS	\$ 10,700,00	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		<del>                                     </del>	<b> </b>		0%	10,700.0
A1.34	Water Main Disconnections		17 SY	\$ 30.00			<del></del>	<del>                                     </del>		0%	2,610.0
A1.35	Sidewalk Removal And Disposal		3 SY	\$ 300.00				<del> </del>		0%	
A1.36	PCC Sidewalk, 5-Inch Pavament Removal And Disposal		3 SY	\$ 30.00			-	-		0%	

3424-20B

Application Date: 09/26/23

**Contractor's Application for Payment** Progress Estimate - Unit Price Work Owner's Project No.: Engineer's Project No.: City of Washington Owner: 3424-208 FOX Strand Engineer: Cornerstone Excavating, Inc 2022 Washington Water Main Improvements 2022 Washington Water Main Improvements Contractor's Project No.: Contractor: Project: Contract: Application Date: 09/26/23 Application Period 09/26/23 09/26/23 Application No.: K Work Completed Contract Information Work Completed Estimated Value of Work and Materials Value of (J / F) e to Finish ( Value of Bid Item Quantity (EXG) Stored (not in G) (\$) (H+1) Unit Price (C X E) Incorporated In -1) Bid Item Item Quantity 81 LF (\$) (\$) 2,227.50 (\$) the Work (5) (\$) (%) Units Description 2,227.50 69 SY 81 LF 400.00 27,600.00 6,075.00 0% 27,600.00 0% 6,075.00 75.00 6,500.00 75.00 350.00 1 SF 76.00 0% 75.00 A1.42 | Catectable Warming Panels
A1.43 | ADA Survey
A1.44 | Oriversity Pavement Ramoval And Disposal
A1.45 | PCC Commercial Driveway Pavement. 7-5 Inch
A1.46 | PCC Residential Driveway Pavement, 5-Inch
A1.47 | Traffic Control & Staging
A1.48 | PCR Residential Driveway Pavement, 5-Inch
A1.47 | Traffic Control & Staging
A1.48 | Piter Stock
A1.50 | Intel Protection, Drop-in
A1.51 | Mobilization
A1.52 | Explorator Origing 350.00 4,740.00 24,150.00 4,500.00 11,500.00 0% 0% 350.00 30.00 4,740.00 138 SY 24,150.00 4,500.00 1 500 00 11,500.00 11,500.00 0.30 AC 10,000.00 3,000.00 700.00 0% 3,000.00 700.00 925.00 7.00 925.00 19,850 00 19,850.00 5,250.00 0% 19,850.00 5,250.00 35,850.00 5,250.00 A1 52 Exploratory Digging
A1 53 Abandon Existing Water Main In Place W/ Grout 30.00 1,195 L 35,850.00 3,668,641.25 866,839.25 \$ 866,839.25 24% \$ 2,801,802.00 Original Contract Totals \$

rogress l	Estimate - Unit Price Work								Contractor's Ap  Owner's Project No.		ior rayment
wner:	City of Washington								Engineer's Project N		3424-20B
ngineer:	FOX Strand								Contractor's Project	No.:	**************************************
Contractor:	Cornerstone Excavating, Inc.									99-99	
Project:	2022 Washington Water Man Improvements										
Contract:	2022 Washington Water Main Improvements										
	No.: 4 Application Period:	From	09/26/23	to	09/26/23					etion Date:	09/26/23 L
	8	C	D	E	F	G	н		, ,		
A			Contract	Information		Work C	ompleted				
Bid Item			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date {E X G} (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish ( - J) (\$)
No.	Description	Item Quantity	Onio	Change Orde		IIVVVIII TERMEN					
				Change Orac							
			1.00	(559,426.00)	(559,426.00)					0%	(559,426.0
CO 1.1	Remove Division 12 Items (See CO No. 1)	L5	(734.00)	80.00	(58,720.00)				-	0%	(58,720.0
CO 1.2	Remove Multi-Use Trail (CO No. 1)	SY	367.00	130.35	47,838.45					0%	47,838.4
CO 1.3	Multi Use Trail to 5' Sidewalk (CO No. 1)	SY	1.00	(20,498.68)	(20,498.68)		-			0%	(20,498.6)
CO 2.0	Change in project scope along park from open trench to trenchless construction	, LS	1.00	(20,498.00)	(20,450.00)		·				
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							5 .	\$ -	\$ -	0%	\$ (590,806.2
				hange Order Total	s  \$ (590,806.23	71	1*	17	L1	1	A
		-vectoreness.									
C. 1112 W.W.			Orig	ginal Contract and	Change Orders		\$ 866,839.25	16 .	\$ 866,839.25	28%	\$ 2,210,995.7
-			and the second second	Project Total	\$ 3,077,835.02		1 000,039.23		1. 000,000,000	1 20%	1



**Development Services** 215 E. Washington St. Washington, IA 52353 319.653.6584 ext. 124

# Memo

To:

City Council

From: Jeff Duwa-Building and Zoning Official

Date: 9/29/2023

Re:

Major Site Plan for Swaffer Welding

#### Issue

Review and consider the Major Site Plan for Swaffer Welding, LLC. at 1130 West Buchanan St.

#### Background

Stephen Swaffer of Swaffer Welding, LLC. has purchased a lot at business park at 1130 W. Buchanan St. The intent is to build a 60'x 150' welding and manufacturing shop. On Thursday, September 28, 2023, the City of Washington's Planning and Zoning Commission met to review and discuss the Major Site Plan for Swaffer Welding.

#### Recommendation

The City of Washington's Planning and Zoning Commission recommends that the City of Washington's City Council approve Major Site Plan for Swaffer Welding contingent on the minor missing items on the checklist are provided on the final site plan.



#### SITE PLAN REVIEW CHECKLIST

Project Name	Swaffer Building
Engineer	Swaffer Building  Luke Lerdin (Archiket) - Encite arch. + dynn  Gene Halsey Veenstra and Kimm
Reviewer	Gene Hulsey Veinstra ad Kimm
Reviewed Dat	e 09/22/2023
1. MII	NOR SITE PLAN.
	A. Any new commercial or multi-family development with a total site area less than 10,000 sq. ft.
	B. Any commercial or multifamily building and/or pavement addition or replacement less than 10,000 sq. ft. in combined impervious surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.
	C. Parking lots under 10,000 sq. ft. in surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.
	<ul> <li>Structures incidental to publicly owned parks, playgrounds, golf courses and recreation areas. Structures incidental to agricultural uses.</li> </ul>
2. MA	JOR SITE PLAN
	A. Any new commercial or multifamily development with a total site area more than 10,000 sq. ft. 2.35 acms 102, 366 ft.
	B. Any commercial or multifamily building and/or pavement addition or replacement more

3,288 fth

previously developed under an approved site plan that cumulatively exceeds these areas.

Morethan 12482 ##

C. Parking lots over 10,000 sq. ft. in surface area and not included on a site that was previously

developed under an approved site plan that cumulatively exceeds these areas.



ΜI	NOR SITE PLAN:				
1.	Date of preparation, North point and scale no smaller than 1"=100'.  Comments: No scale		YES	$\boxtimes$	NO
2.	A vicinity map at a scale of 1"=500' or larger, showing the general location	of the	property,	and the	adjoining
	Comments: Loning not shown		YES	×	No
3.	Legal description and address of the property to be developed.  Comments:	$\boxtimes$	YES		No
4.	Name and address of the record property owner, the applicant, and the p Comments:	erson o	or firm prep YES	paring th	ne site plan No
5.	Total number and type of dwelling units proposed, proposed uses for all building; estimated number of employees for each proposed use where a including peak demand, which may be necessary to determine the number	pplicab	le; and any	other i	nformation,
	Total floor Ara not Shown	_	YES	$\boxtimes$	No
6.	Off-street Parking calculation of required and provided stalls.		YES	X	No
	Comments: Cannot calculate without areas by	Usag	e		
7.	distance from property boundary lines and distance between structures,				
	number of floors, and area of each floor.		YES	X	No
	Comments: missing elevation				
8.	Existing and proposed contours.  Comments:		YES	X	No



9.	Property lines and dimensions to the nearest one-tenth of a foot and the	total sq	uare footag	ge and a	acre of the
	site.	X	YES		No
	Comments:			300000000000000000000000000000000000000	
10	Location, grade and dimension of all existing and proposed paved surface	s includ	ing narking	and lo	ading
10.	areas, entrance and exit drives, pedestrian walkways, and other similar pe		27/9/20		ading.
	Control of the Contro	П	YES	X	No
	Comments:	<del>lateral</del> .		el <del>amad</del> e	
11	Open space calculations, Lot area minus impervious area. Impervious area	includ	a buildings	and na	upd.
	surfaces	77	YES		
		1	123		
	Comments: Impervious area underestimated Building Restprint and pand areas	lase	r than	noted	ļ
12.	Location, and type of existing or proposed signs and of any existing or pro	posed l	ghting on t	the pro	perty which
	illuminates any part of any required yard.		YES	X	No
	Comments: missing				
	J				
13.	Location of existing trees six (6) inches or larger in diameter, landslide are	as, sprii	ngs and stre	eams ai	nd other
	bodies of water, any area subject to flooding by a one hundred (100) year	The same of the same of the same of			
	site.	$\times$	YES	П	No
	Comments: None Shown (no trees)				
	(1000)				
14.	Location, amount and type of any proposed landscaping. Location of prop	osed pl	antings, fer	nces, w	alls, or
	other screening as required by the zoning regulations and the design stan				
			YES	X	No
	Comments: Landscaping not shown				
	Comments: Landscaping not shown Height of foce not shown				
15.	Soil test and similar information, if deemed necessary by the City Enginee	r. to det	ermine the	e feasib	ility of the
	proposed development in relation to the design standards set forth in Sec				
		П	YES	П	No N/A
	Comments:			لسني	
16	Where possible ownership or boundary problems exist, as determined by	the 7cm	ing Admin	ictrator	a proporty
TO.	survey by a licensed land surveyor may be required.		YES		No N/A
			ILJ		140
	Comments:				



17. Existing and proposed zoning.		X	YES		No				
Comments: Id - Light	ndistrial								
18. Existing and proposed utility lines such as v communication. Including fire hydrant local		wer, ga	s, electric	and					
	Electric	X	YES		No				
	Gas	X	YES		No				
	Water	$\boxtimes$	YES		No				
	Sanitary Sewer	X	YES		No				
Grading not shown	Storm Sewer		YES		No				
	Telephone / Cable		YES		No				
	Hydrants		YES	X	No				
Comments:									
19. Existing and proposed easements.  Comments:		$\boxtimes$	YES		No				
20. Provide signature block for the Planning and Zoning Chairman and the City of Washington Mayor.  YES  No									
Comments:	y	<b></b>							
21. <i>Major</i> - Storm Water Pollution Prevention for SWPP's promulgated by the Departmen									
NPDES General Permit No. 2.			YES	$\boxtimes$	No				
Comments: Grating not stone will need a Sur 22. Major - Complete traffic circulation and pa	IPPP for disturbanus			ns of all ex	xisting and				
proposed parking stalls, loading areas, enti	1220g (10) 1250				_				
similar permanent improvements.			YES	X	No				



23.	Major - exterior elevations views of p building material to be used, the loca relationship to floor elevation, and th	tion of windows, doors, ove	erhangs, project	ion heights,	etc. and	d the grade	
	proposed building.			YES		No	
	C	floor needed		TES	Щ	NO	
24.	Major: Storm Water Management Pl	lan. No plat of a site plan sh	all be approved	unless it inc	cludes a	storm	
	water management plan that is adeq	uate or serve or unless ther	e has been a de	termination	by Zoni	ing	
	Administrator, or a duty authorized re Comments: All detection po	epresentative, that storm we wished by regional	ater manageme	nt plan is no YES		No N/	4
	A. All area within the proposed part Standards (SUDAS) and shall manage the lowa Storm water Management M Comments:	storm water volumes of 1.2			esses a		NA
	B. The plan must be designed to pre planned development from exceeding hour storm as defined by the Iowa Sto Comments:	g the predevelopment rate	of runoff for the		a 100 y		A
	C. Adequate overland relief with prolowa Storm water Manual shall be pro		arger than a 100	year storm YES		ned by N/	A
		nized by the SUDAS and Iow er quality impacts from land	va Storm water I	Managemer	nt Manu	al, to	VA
	Water Volu water Man	and non-structural practices ame (WQv). The WQv shall b agement Manual.		specified in	the low	a Storm	
	Commen	ts:	1 1	YES	1 1	No	



	2.	This criterion shall met using practices from t	he Storm	Water	Technology	y secti	ion in
		the Iowa Storm water Management Manual.	BMP's or	combir	nations of E	BMP's	shall
		be selected that achieve the highest pollutan	t load red	luction	for the pol	lutant	s of
		concern.	-				
		Comments:		YES		No	N/4
	The design i	s to be approved and signed by a licensed engi	ineer.				
	Co	mments:		YES		No	N/A
							111
Ε.	The design is to be a	pproved and signed by a licensed engineer.					
				YES		No	NA

SITE PLAN APPLICATIO

Date of Submittal: \(\frac{\text{9972572\text{2023}}{2023}\) \(\text{X}\) MAJO	OR minor \$300.00 Application Fee
Site Address or Legal Description: Lot 9 W Buchannan S	St
Applicant: Stephen Swaffer Name	820 S Marion Ave, Washington, IA 52353 Address
Telephone or Cell Phone	Emailstephenswaffer@gmail.com
Site Plan Prepared By: Luke Leyden	Encite Architecture and Design LLC, 105 S Ave H _Washington, IA 52352
Name	Agency and Address
Telephone or Cell Phone 319-331-7424	Emailluke@encitearchitecture.com
Project Description: Welding and manufacturing shop.	
Required information includes:	Location and size of existing and proposed utilities, including fire hydrants
Date of preparation and north arrow	Complete traffic circulation and parking plan
Scale no smaller than 1" = 100'	Locations of rivers, streams, wetlands, and flood
Legal description or street address	hazard areas
Names and addresses of property owner, plan	The City may require additional information:
preparer, applicant, and applicant's attorney	
Property lines and area of the site	Locations and types of proposed lighting
Total dwelling units and bedrooms per unit	Locations and types of proposed lighting  Details of fences and retaining walls
180.	Details of fences and retaining walls
Total commercial floor area and type of uses	and the second s

areas Materials and methods proposed to prevent soil erosion from the construction activity - Delous & to place

Street world be a seround For complete information on submittal requirements and design standards. see Chart

Setback distances from property boundary lines

Dimensions of parking areas and walkways

Location of outdoor dumpsters and recycling

Distances between structures

proposed trees, and vegetative screening

flammable, corrosive, or hazardous materials

Existing and proposed contours - Delong's to do

Location and type of signs

before Construction Starts.

A storm water runoff plan \_

Typical cross section of proposed streets, alleys and parking areas

requirements and design standards, see Chapter 164 of the City of Washington's Code of Ordinances.



9-24-2023 CD SET

W BUCHANAN ST, WASHINGTON, IA 52353 SWAFFER BUILDING PLANS

CONSTRUCTION DOCUMENTS 9-24-2023

Oete															
Description															
40.	H	H	-	+	H	-		H			-	-	-	H	

Date
3-13-20
Date issued
end by this seel

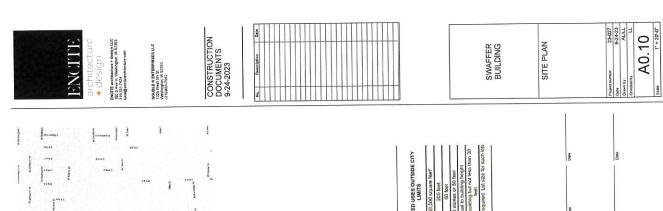
COVER SHEET

SWAFFER

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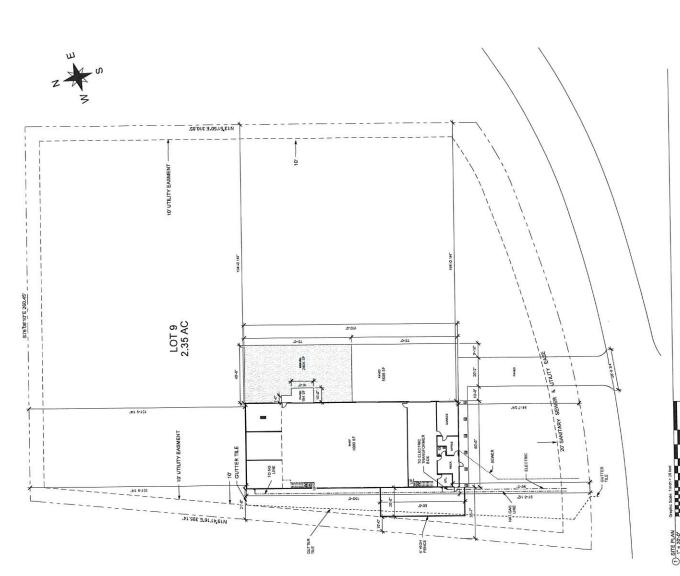




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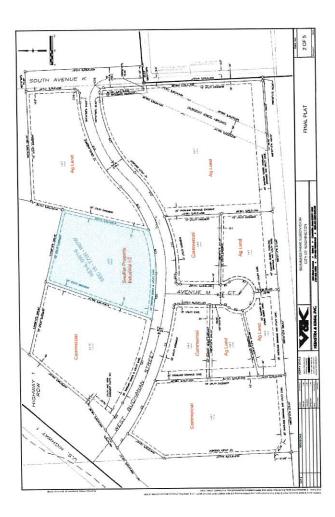
Anner: Swaffer Welding L.L.C.	
ddress of Proporty: TBD	
egal Description: NE1/2, SW1/4 SEC 19-175N - R07W	
arcal Number: 11-19-301-009	
abLon: 41,2848189100284, -91,7099081493084	
coning : I-2 Light Industrial	
reposed Use : Welding Shop	
site Plan Area : 102,366 sf	
building Footprint : 9,000 sf Total Building : 11,366 sf adulating - 8,535 sf Buisnoss - 2,831 sf	
Parking Required : 2 for each 3 employees on maximum working shift	
Sullding: 9,000 sf Saved area 5,802 sf	
14.802 Total non impervious sf	

MINIMUM REQUIREMENT	PERMITTED USES	PERMITTED USES OUTSIDE CITY
Lot Area	None	100,000 square feet*
Lot Width	None	200 feet
Front Yard Depth	30 feet	50 feet
Height	3 stories or 50 feet	3 stories or 50 feet
Side Yard Widths	Equal to building haight	Equal to building height
Rear Yard Depth	Height of building but not less than 30 feet	Height of building but not less than ? feet
As lots may be unserved by public st	<ul> <li>As lots may be unserved by public sanitary sewer and/or a water supply, larger lots may be required. Lot size for such all the determined by the Broard of Advertisms as rest forth under Section 165.26.</li> </ul>	ots may be required. Lot size for such
Will be determined by the board of		

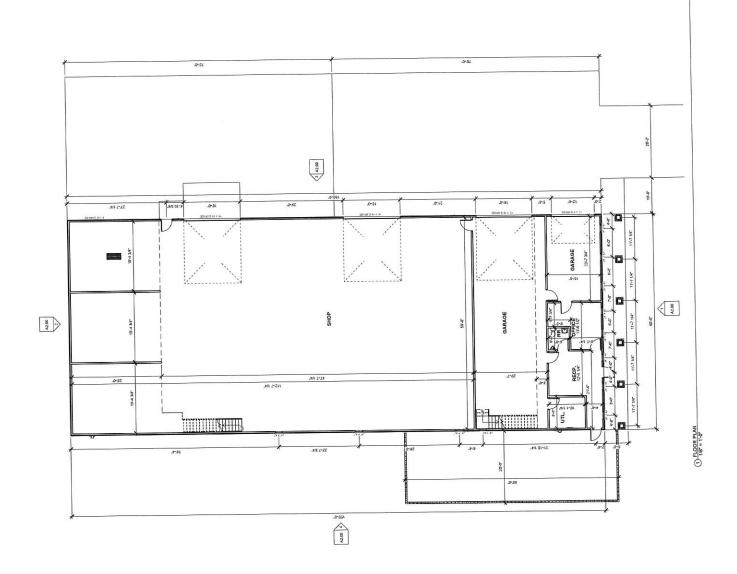


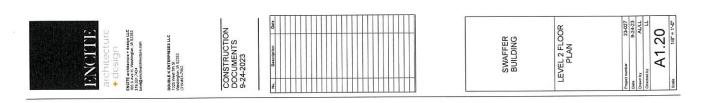


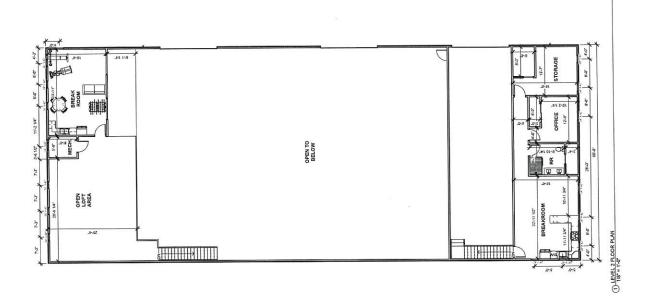


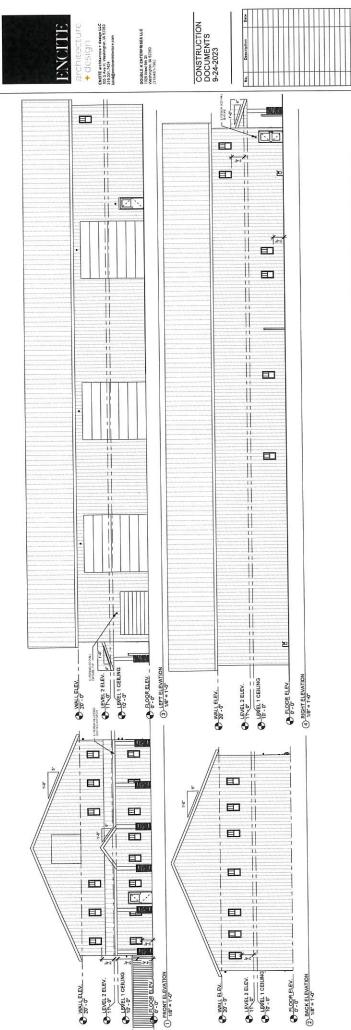














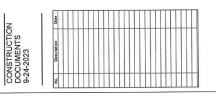


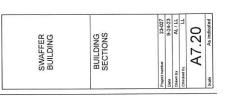
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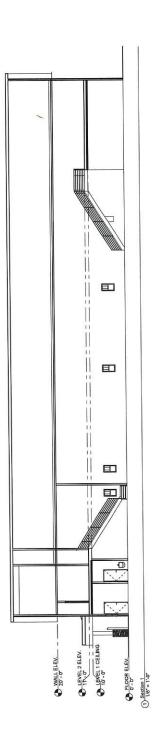
BUILDING ELEVATIONS

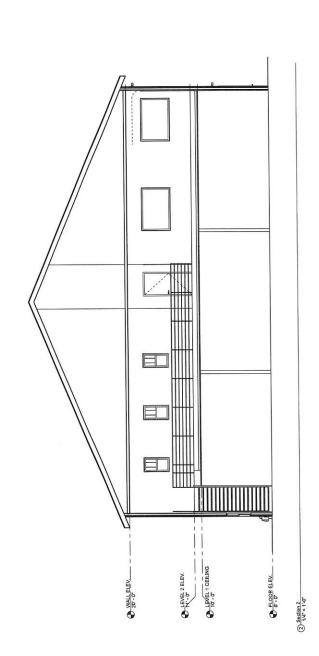
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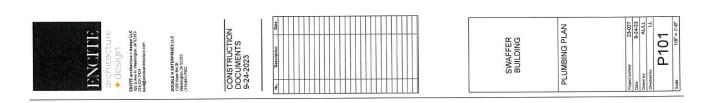


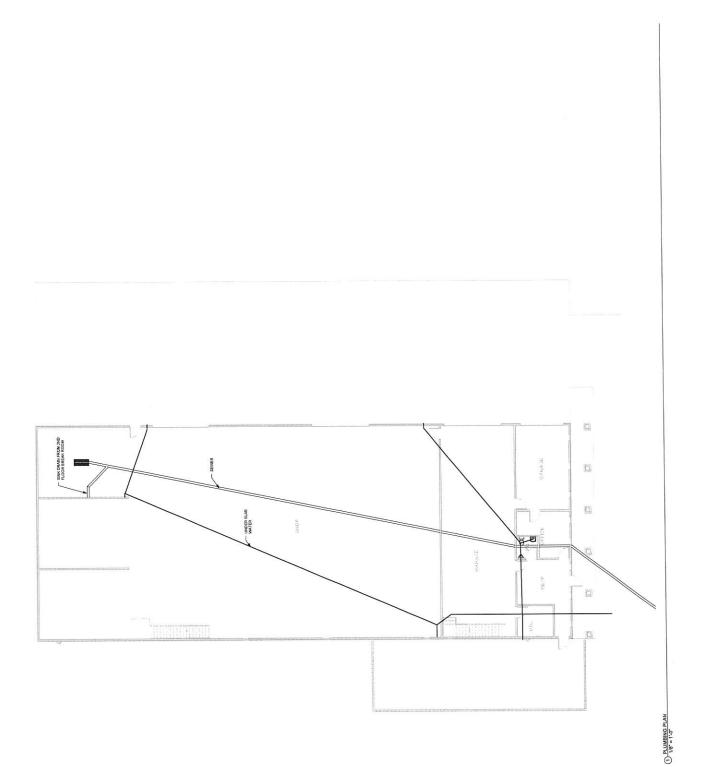


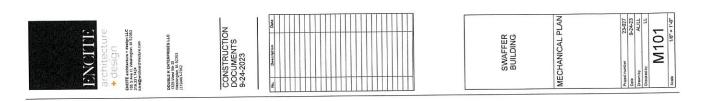


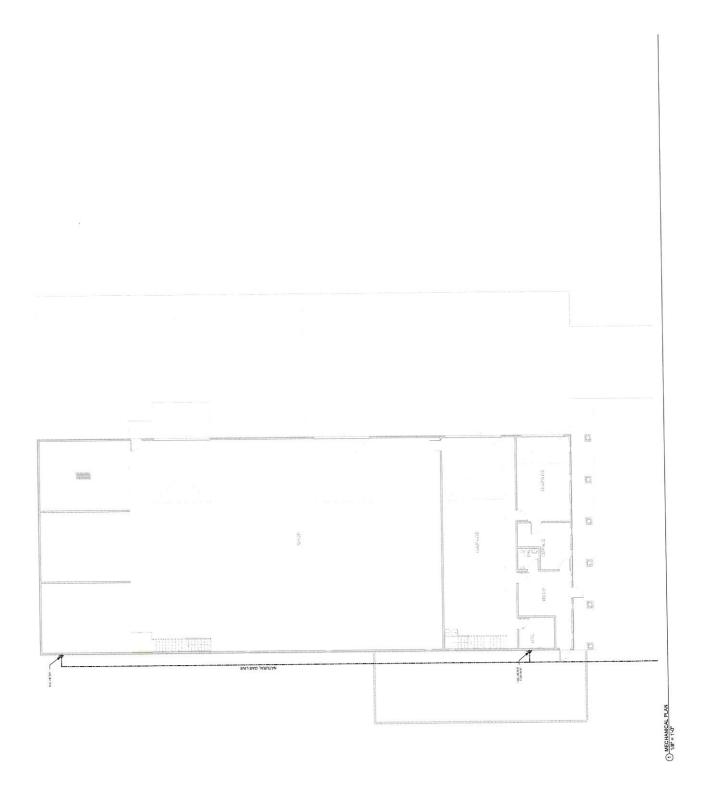


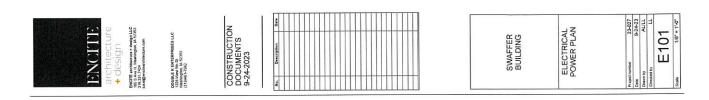


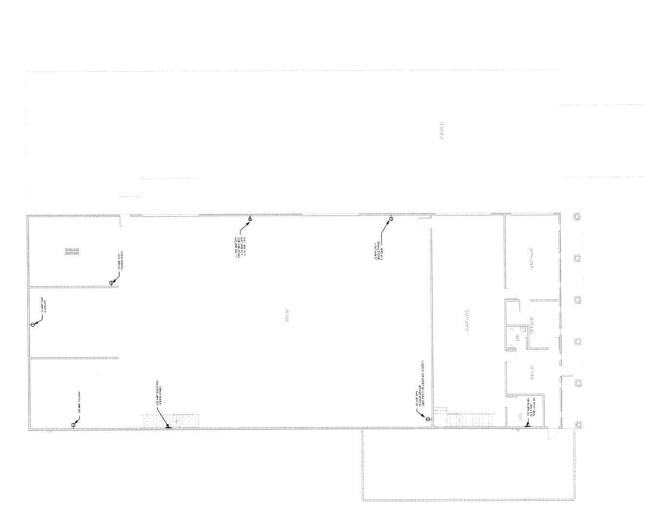












1) ELECTRICAL PLAN

8/54/5053 (5.01.24 bW

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

September 29, 2023

To: Mayor & City Council

Cc: Kelsey Brown, Finance Director

From: Deanna McCusker

City Administrator

Re: Quote for the Barthalow Roof

We could start renting out the Barthalow house again but the roof is in terrible condition as can be seen by the attached photos. JJ talked to 2 contractors and received quotes from both. It does show one quote includes 22 sq. of shingles and the other quote includes 21 sq. but the less expensive quote includes the larger number of sq. of shingles to be used. The low quote is \$7,700 and an estimate for repairing the front porch is \$1,000.

If we were to charge rent of \$800 per month, we would recoup our expenses within the first year.

We could move forward with these repairs or sell the house as is, with the caveat that the house has to be moved or tear it down.

We earmarked \$20,000 with the extra funds left in the general fund for the repair of the roof and the front porch at the farm.

#### **RESOLUTION NO. 2023-**

## A RESOLUTION APPROVING THE QUOTE FOR THE BARTHALOW ROOF PROJECT

WHEREAS, two quotes were received for the Barthalow roof project located at 2550 Hwy 1 South.

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

Section 1. That the following quote for the replacement of the Barthalow roof is hereby accepted, the same being the lowest responsible quote received for said work, as follows:

	Contractor:	Godinez Construction
	Amount of Quote:	\$7,700.00
PASSED AN	D APPROVED this 3 <sup>rd</sup>	day of October, 2023.
		Millie Youngquist, Mayor Pro Tem
ATTEST:		
Kelsey Brow	n, Deputy City Clerk	_

Invoce Godinez Construction DATE 08-21-2021 (319) 458-0390 SITY WO Share for STATE THE ZIP 5,253 rg12777z@gmail.com 22 so shongle xs \$7,700 X-TRALAYERS.SQ. WOOD LAYERS.SQ X.S STEEP. SQ. K S 2ND STORY, SQ X 3 DECKING. X3 CHIMINEY FLASHING X\$ FLASHING. FT. X\$\_\_\_\_\_ VENTS. XS RICH VENT.FT X \$

Material and Labor
we use owens coming shingle
we take one of All gorbage TOTALS 7,700

NO ACCES. XS\_

### RANGEL CONSTRUCTION

Cell Phone: (319) 591-1019

### **Roof Estimate**

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Washington (JJ Bell)	(319) 653-1538	8/15/23
STREET		
2550 Hwy 1 South		
CITY, STATE AND ZIP CODE	•	JOB PHONE
Washington, IA 52353		319 591-1019

Complete 1 layer tear off 21 Sq. (House & Front porch only)

We will install 21 Sq. on new 30 year architectural shingle shingles

We will install 36 lineal feet of ridge caps

We will install new 30' of continuous ridge ventilation & eliminate 4 Box vent

We will install new synthetic underlayment

We will install starter shingle along entire perimeter

We will install 1 rows of ice and water barrier along bottom perimeter

We will install ice and water barrier along wall flashings

We will install all new drip edge

We will replace 4" pipe flashing boot

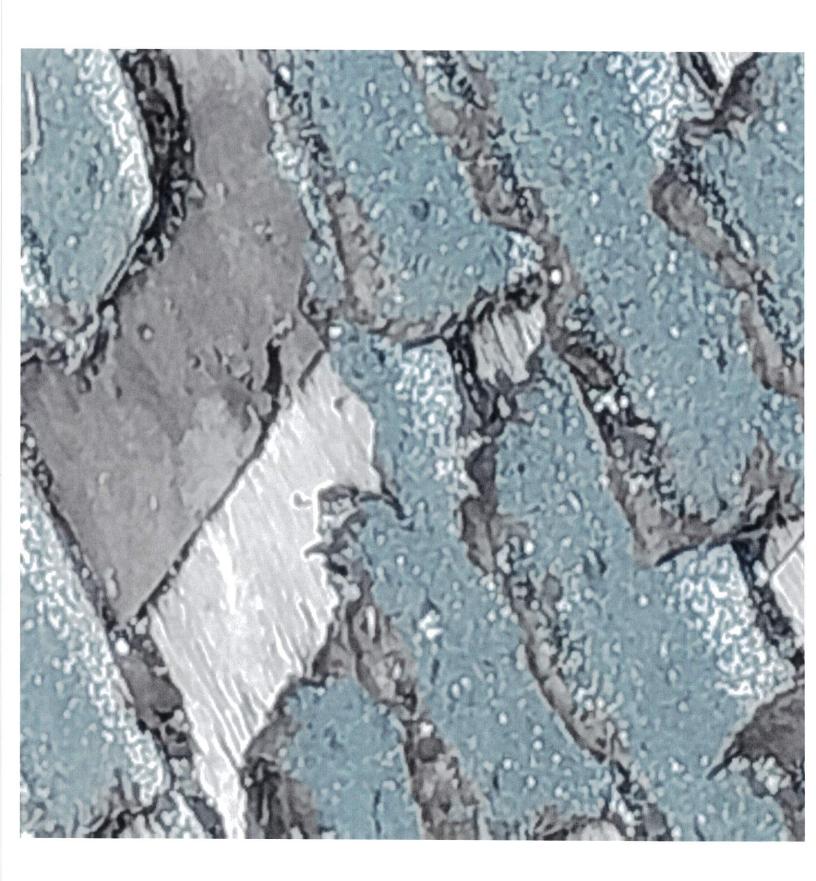
We will haul away all garbage and debris

\*Extra\* If any damaged plywood needs replaced it will be an additional \$85 per sheet that includes labor, material and haul away.

#### We offer a 10-year workmanship guarantee

We hereby propose to furnish material & labor-complete in accordance with the above specifications for the sum of:							
Nine Thousand Thirty Dollars		(\$9,030.00)					
Payment to be made as follows:							
50% Up Front and 50% Upon Completion	Client Signature:						
Received \$, Up Front on//	Contractor Signature:						





#### City of Washington Rental Housing Inspection Report Owners shall be responsible to maintain structures and exterior property in compliance with these requirements while the occupants are to be responsible for keeping in a clean, sanitary, and safe condition that portion of the property which they occupy and control The listing below corresponds to 157 PROPERTY MAINTENANCE CODE, which is available on the City of Washington Website (http://www.washingtoniowa.net) or by request. Each sub area must be in an approved state before the property may be deemed compliant. PROPERTY ADDRESS 2550 Highway 1 INSPECTORS NAME Mark Chenoweth DATE 9/8/2 SIGNED RE-INSPECTION DATE (If necessary) OPERATOR/PROPERTY MANAGER'S NAME City of Washington I acknowledge receipt of this inspection report. \_date 9/8/22 SIGNED\_ RE-INSPECTION DATE (If necessary) CITY OF WASHINGTON RENTAL HOUSING INSPECTION STANDARDS Compliant | Not Compliant N/A Explanation/ Comments Exterior Property Areas Repair/replace south porch roof covering cracked(tar). Grading and Drainage Repair/replace soffit missing, damaged, deteriorated. Free of Rodent Infestation 1 **Exhaust Vents** Repair/replace south porch 2nd level railing (not compliant 34" Accessory Structures (good repair) Exterior Structures Repair/ replace west porch floor boards deteriorated Premises Identification (street address) near top step. Structural Members (no deterioration) 1 1 **Exterior Walls** Repair/replace west porch railing missing/deteriorated. **Roofs and Drainage Decorative Features** / Repair/replace roof shingles deteriorated (leak **Overhang Extensions** imminent). Stairways, Decks, Porches & Balconies 1 Grass growing from gutters. Clean 1 **Chimneys and Towers** Handrails/Guardrails (firmly fastened $\checkmark$ Repair/replace downspout extensions missing. and maintained) Windows, Skylights, and Door Frames 1 Repair/replace sliding bolt locks on exterior doors. 1 Insect Screens Doors don't latch properly Doors (maintained in good condition) Remove dead/fallen portions of maple tree on west **Basement Hatchways (maintained)** side of house. Building Security(no sliding bolt locks) 1 Windows (6' from the ground-locking) 1 Well/cistern on east side concrete lid. Cisterns Interior Structures & Prop. Areas Structural Members Stairs and Walking Surfaces Handrails(required if >= 4 risers. 30"-42" height) and Guardrails (required if >= 30" 1 above floor or grade) Interior Surfaces Rubbish, Garbage and Yard Waste No Accumulation (yard waste/garbage) Garbage and furniture in various areas around the property. Remove. Proper Disposal (covered container) **Extermination** Hornet/Bee infestation in several areas Free of Infestation on exterior (under eaves). Remove. Operator is Compliant (before renting) Occupant is Compliant(during renting) Light and Ventilation 1 openable window per habitable space on exterior-facing walls Lighting in Common Halls & Stairways for multi-family. 60 watt every 200 sq. ft. spaced<= 30' Lighting Other Spaces(safeoccupancy)

CITY OF MACHINISTON BELLEVILLE				
CITY OF WASHINGTON RENTAL H			ARDS	
	Compliant	Not Compliant	N/A	Explanation/ Comments
Ventilation in Bathrooms(window or fan)		<b>✓</b>		Interior 1/2 bath main level no fan.
Clothes Dryer Exhaust	1			and the state of the fall.
Plumbing Facilities and Fixture Rec	uirements (h	azards fixed pro	mptly)	
Required Facilities are Present (tub or shower, lav, toilet and kithen sink)	✓			Unknown water temp. (No Power)
Water (safe, volume, pressure and				1
connected and supplied to every fixture) Water Heating Facilities (Water heater				Unknown septic condition /level
min. temp 110. Max in tub/shower 120)				
Sanitary Drainage and Water Supply (appropriate sewer/water connection &				Unknown water pressure/leaks
maintenance with no leaks or defects)				
Mechanical and Electrical Requirem	ents (electri	cal hazards fixed	I	Extension cord ran through duct
immediately)			_	needs removed.
Adequate Heat Supply (min 65)	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
Appliance(s) Installed Safety	<b>√</b>	- American Article		Well pump wire needs installed in
Venting of Combustion Products	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			conduit.
Combustion Products Clearance	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			-
Combustion Products Air Supply	<b>✓</b>			Kitchen outlets near sink need
Energy Conservation Device Install.			<b>/</b>	
Duct Systems Electrical Service(3 wire,120/240 volt,				replaced with gfci.
single-phased < 100 amps Electrical System Free of Hazards. Open	<b>✓</b>			Laundry area needs gfci outlet.
junction boxes, no cover plates, No				Ladinary area needs gici ouliet.
exposed romax wire, wire nuts or electrical tape connections.	_ <b>V</b>		Ш	Any outlet within 2 for the
Electrical Equipment Properly Installed.				Any outlet within 3 feet of water
No permanent extension cords. Power strips need UL approval.		<b>✓</b>		supply needs to be gfci.
Electrical Receptacles (every habitable space at least one outlet, laundry-1 ground-				
type or GFCI, bath-at least 1)			ш	
Elevators, Escalators & Dumbwaiters			/	
Fire Safety Requirements	THE PERSONNEL PROPERTY.	THE STATE OF THE PARTY OF THE P	Ann Income want	
Unobstructed Means of Egress		<b>V</b>	RANGE OF THE PARTY	Exterior doors sliding bolt locks need removed and latches installed properly or replaced.
Egress-Locked Doors		1		Provide emergency escape ladder for 2nd story.
Emergency Escape Openings		1		1873
Fire Resistance-Maintained		1		2nd staircase has bookshelf installed preventing use. Remove.
Opening Protection	1	anima -	+	Cardboard stacked/piled up in attic. Remove.
Smoke Alarms (in each sleeping room,				Smoke alarms need to be installed inside and outside each sleeping
outside sleeping areas and on each story, including basement)		✓		area, and one on each level including basement.
Fire Extinguishers (multi family-2A10BC				Carbon monoxide detectors need to be installed outside sleeping areas and one on each level, including basement.
rated each 75' of each dwelling unit's main entrance, one per floor)		<b>✓</b>	1 1 1	Provide type 2a10BC fire extinguisher.
Carbon Monoxide Detectors				, 101ld type 2a10be life extinguisher.
If Required ( outside sleeping areas)	ТТТ			
Inspector's Additional Comments				
1. No power to residence at	the time	of inspection	. Unabl	le to check for proper outlet
grounding/polarity				2-01 49.7
2. Appears to be 100amp se	ervice at r	ole. Panel i	n hasen	gent 125 amp possibly 200
3. Mark installation date for	all new ca	rhon monoy	ide end	arred a date of the date of th
4. Replace existing detector	e if manu	footurers "f	iue alla	smoke detectors on label.
4. Replace existing detector	o II IIIanu	iacturers life	expecta	ancy has been exceeded.
5. Interior surfaces needs cl	eaned. C	arpet needs	cleaned	d/replaced.
b. Plumbing and electrical s	ystems ap	pear to be a	it or nea	ar code compliance(could not
confirm)				