



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IA  
TO BE HELD AT THE  
**COUNCIL CHAMBERS**  
**215 E. WASHINGTON STREET**  
AT 6:00 P.M., TUESDAY, April 16, 2024

*To attend the meeting via Zoom go to:*

<https://us02web.zoom.us/j/5077385758?pwd=aG9oTys4TDMydWlUeVFkTU1OekNUZz09>

*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, April 16, 2024 to be approved as proposed or amended.

**Consent:**

1. Council Minutes for April 2, 2024.
2. American Electric, Inc., Wellness Soccer Field Lighting, \$21,000.00.
3. Strand Associates, Inc., Washington Water Main Improvements, \$3,002.00.
4. Strand Associates, Inc., East Interceptor & IRE Consultation, \$3,397.00.
5. Dinges Fire Company, Fire Helmets, \$11,326.50.
6. CyHawk Treating, Oats for FFA Planting, \$2,963.59.
7. Hy-Vee Food Store, 528 S. Highway 1, Over-the-Counter Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products (**renewal**).
8. Hy-Vee Fast & Fresh, 520 S. Highway 1, Over-the-Counter, Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products (**renewal**).
9. Casey's General Stores #1624, Over-the-Counter, Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products (**renewal**).
10. Casey's General Stores #3528, Over-the-Counter, Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products (**renewal**).
11. Department Reports.

**SPECIAL EVENT REQUEST**

- Marion Avenue Baptist Church, Youth Conference at the Town Square, May 2, 2024, 4:00 p.m. to 12:00 a.m.
- Hospice of Washington County, Annual 5K Memorial Walk/Run Fundraiser,

September 21, 2024 from 7:00 a.m. to 12:00 p.m.

- Farm & Home Mutual, 150<sup>th</sup> Anniversary Celebration with music by Aces and Eights, non-alcoholic drinks, popcorn and cake, May 7, 2024 from late afternoon to 7:30 p.m.
- JT's Sips, Shop Hop outside of Purposefully You, on April 19, 2024 from 6:00 a.m. to 3:00 p.m. and on April 20, 2024 from 7:00 a.m. to 3:00 p.m.
- American Legion, Memorial Day Observance at Central Park, May 27, 2024 from 8:00 a.m. to 12:00 p.m.

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

**SPECIAL PRESENTATION**

- Mayor Pro Tem Millie Youngquist, Proclamation for April being Sexual Assault Awareness Month.

**CLAIMS & FINANCIALS**

- Claims Report for April 16, 2024
- March 2024 Finance Report

**NEW BUSINESS**

1. Discussion and Consideration for a Resolution Approving a License Agreement with PLANT Washington.
2. Discussion and Consideration of a Housing Rehabilitation Program Forgivable Loan for 319 E. Washington Street.
3. Discussion and Consideration of a Housing Rehabilitation Contract for 319 E. Washington Street with L&M Construction.
4. Discussion and Consideration for an Anti-Kickback Statement for 319 E. Washington Street.
5. Discussion and Consideration of a Construction Agreement for the Housing Rehabilitation Program with L&M Construction for 319 E. Washington Street.
6. Discussion and Consideration of a Housing Rehabilitation Program Forgivable Loan for 703 S. 3<sup>rd</sup> Avenue
7. Discussion and Consideration of a Housing Rehabilitation Contract for 703 S. 3<sup>rd</sup> Avenue, with L&M Construction.
8. Discussion and Consideration for an Anti-Kickback Statement for 703 S. 3<sup>rd</sup> Avenue.
9. Discussion and Consideration of a Construction Agreement for the Housing Rehabilitation Program with L&M Construction for 703 S. 3<sup>rd</sup> Avenue.
10. Discussion and Consideration of a Housing Rehabilitation Program Forgivable Loan for

326 E. Jefferson Street.

**11.** Discussion and Consideration of a Housing Rehabilitation Contract 326 E. Jefferson Street with Swift & Swift, LLC.

**12.** Discussion and Consideration for an Anti-Kickback Statement 326 E. Jefferson Street.

**13.** Discussion and Consideration of a Construction Agreement for the Housing Rehabilitation Program with Swift & Swift, LLC for 326 E. Jefferson Street.

**14.** Discussion and Consideration for Pay Application No. 8 to Cornerstone Excavating for the 2022 Washington Water Main Improvements, \$133,551.48.

**15.** Discussion and Consideration for Change Order #6 for Reed Construction for Washington Library – Power to Access Control #2, \$804.97.

**16.** Discussion and Consideration for Pay Application No. 7 to Reed Construction LLC for Washington Public Library Makerspace, \$26,818.03.

**17.** Discussion and Consideration for Pay Order for the Housing Rehabilitation Program, 1027 E. 3<sup>rd</sup> St., to Holm Innovations, \$5,355.00.

**18.** Discussion and Consideration for Pay Order for the Housing Rehabilitation Program, 319 E. Washington St., to L&M Construction, \$10,550.00.

**19.** Discussion and Consideration for Pay Order for the Housing Rehabilitation Program, 703 S. 3<sup>rd</sup> Ave., to L&M Construction, \$5,355.00.

**20.** Discussion and Consideration of Approving Hiring a Consulting Firm for the City Administrator Search.

**21.** Discussion and Consideration for a Resolution Endorsing an Application for Iowa Cultural and Entertainment District Program Designation.

**22.** Discussion and Consideration for a Resolution Approving An Extension for the Downtown Investment Grant with DW Developments for the Upper Floor Renovation at 111 N. Marion Avenue.

**23.** Discussion and Consideration for a Resolution to Provide for a Notice of Hearing and Letting on Proposed Plans, Specifications, for of Contract and Estimate of Cost for the Wellness Park Concession Stand Project and Taking of Bids Therefore.

**24.** Discussion and Consideration of Resolution Setting the Public Hearing for Fiscal Year 24 Budget Amendment #2 for May 7, 2024.

**25.** Discussion and Consideration for the 2<sup>nd</sup> Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, By Amending Chapter 41 Fireworks.

**26.** Discussion and Consideration for the 1<sup>st</sup> Reading of an Ordinance Providing that General Property Taxes Levied and Collected Each Year On Certain Property Located Within the Washington Unified South Central Residential Urban Renewal Area, in the City of

Washington, County of Washington, State of Iowa, By and For the Benefit of the State of Iowa, City of Washington, County of Washington, Washington Community School District, and Other Taxing Districts, Be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced To and Indebtedness, Including Bonds Issued or To Be Issued, Incurred by the City in Connection with the Washington Unified South Central Residential Urban Renewal Area (MSJ Subdivision Parcels).

**DEPARTMENTAL REPORTS**

Police Department  
City Attorney  
City Administrator

**MAYOR & COUNCILPERSONS**

Millie Youngquist, Mayor Pro Tem  
Illa Earnest  
Patrick Morgan  
Elaine Moore  
Ivan Rangel  
Fran Stigers

**ADJOURNMENT**

CITY OF WASHINGTON  
Council Minutes 4-2-2024

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

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

Motion by Stigers, second by Earnest, that the agenda for the Special Session to be held at 6:00 p.m., Tuesday, April 2, 2024 be approved.

Motion by Stigers, second by Moore to approve the opening of a Public Hearing on Property Tax Levy Hearing. Roll Call: Ayes: Rangel, Stigers, Youngquist, Morgan, Mooe, Earnest. Nays: None. Motion carried. No discussions or questions from the council or public. Motion by Earnest, second by Moore to close the Public Hearing on Property Tax Levy Hearing. Roll Call: Ayes: Moore, Morgan, Earnest, Rangel, Stigers, Youngquist. Nays: None. Motion carried.

Motion by Morgan and second by Moore to approve the Property Tax Levies for the FY25. Motion carried.

Motion by Morgan, second by Moore that the Special Session held at 6:00 p.m., Tuesday, April 2, 2024, is adjourned at 6:03 p.m. Motion passed unanimously.

Amanda J. Waugh, City Clerk

Millie Youngquist Mayor Pro Tem

CITY OF WASHINGTON  
Council Minutes 4-2-2024

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: Stigers, Rangel, Youngquist, Moore, Morgan, Earnest.

Motion by Moore, second by Stigers, to approve the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, April 2, 2024 be approved. Motion carried.

Consent:

1. Council Minutes for March 19, 2024.
2. Brookhart Electric, Inc., Washington Airport – New Beacon – Project #0T5.126255, \$44,985.00.
3. Garden & Associates, Ltd., Washington – Buchanan Street Paving Project, \$800.00.
4. Ahlers Cooney Attorneys, Washington Hotel Group, LLC, \$519.00.
5. Ahlers Cooney Attorneys, Professional Services on Settlement Agreement, \$59.00.
6. Veenstra & Kimm, Inc., Engineering Services for McDonalds Site Plan Review, \$1,074.00.
7. Veenstra & Kimm, Inc., Engineering Services for Industrial Park Gas Easement Staking, \$2,232.29.
8. Veenstra & Kimm, Inc., Engineering Services for 2024 Seal Coat Project, \$1,375.00.
9. Veenstra & Kimm, Inc., Engineering Services for Dog Park Storm Sewer, \$1,313.30.
10. Veenstra & Kimm, Inc., Engineering Services for Wellness Park Concession Stand, \$9,869.50.
11. Veenstra & Kimm, Inc., Engineering Services for Central Park Restrooms, \$2,161.00.
12. Liquor License for 2 Bros Mexican Bar and Grill Class C Retail (**renewal**).
13. Liquor License for Washington County Fair Association Special Class C Retail (**new-5 day**).

Department Reports.

Mayor Pro Tem Youngquist requests to remove item 5 from the consent as it was billed in error. Motion by Morgan, second by Rangel to approve consent items 1-4 and 6-14. Motion carried.

Special Events Request: Alive After Five, at Home Girl Reality and Stairway to the Stars, May 14, 2024 from 5:00 p.m. to 7:00 p.m. Motion by Earnest, second by Rangel to approve the Alive After Five, at Home Girl Reality and Stairway to the Stars, May 14, 2024. Motion carried.

Special Presentations: Nuisance Report was reviewed by council with no questions.

The April 2, 2024 claims report was presented by Finance Director, Kelsey Brown. Motion by Moore, second by Morgan to approve the claims report. Motion carried.

Motion by Moore, second by Rangel to approve a Sewer Camera Purchase by M/C for Budget Year 24/25. Discussions were held and questions answered by JJ Bell and the Sales Manager for the Envirosight. Motion carried.

Motion by Earnest, second by Morgan to approve a Pay Application No. 3 to Eagle Point Solar, Washington Airport, \$18,684.32. Motion carried.

Motion by Earnest, second by Rangel to approve a Pay Application No. 4 to Eagle Point Solar. Motion carried.

Motion by Stigers, second by Moore to approve a Change Order No. 001 to Eagle Point Solar, \$7,216.00. Motion carried.

Motion by Moore, second by Rangel to approve the opening of a Public Hearing on the 2024 Sealcoat Project. Roll Call: Ayes: Earnest, Morgan, Moore, Rangel, Stigers, Youngquist Nays: None. Motion carried. JJ Bell with M/C Department was there to answer any questions on the bid received by LL Pelling Company. Motion by Moore, second by Rangel to close the Public Hearing on the 2024 Sealcoat Project. Roll Call: Ayes: Youngquist, Stigers, Rangel, Morgan, Earnest, Moore. Nays: None. Motion carried.

Motion by Moore, second by Morgan to approve a Resolution Adopting Hearing, Plan, Specifications, Form of Contract and Estimate of Cost for the 2024 Sealcoat Project. Roll Call: Ayes: Morgan, Moore, Earnest, Stigers, Rangel, Youngquist. Nays: None. Motion carried. **(Resolution 2024-025).**

Motion by Moore, second by Stigers to approve a Resolution Awarding the 2024 Sealcoat Project. Roll Call: Ayes: Stigers, Rangel, Youngquist, Earnest, Morgan, Moore. Nays: None. Motion carried. **(Resolution 2024-026).**

Motion by Moore, second by Morgan to approve a Resolution Setting a Public Hearing to Adopt the Annual Budget for Fiscal Year 2024-2025, for April 23, 2024. Roll Call: Ayes: Moore, Morgan, Earnest, Youngquist, Stigers, Rangel. Nays: None. Motion carried. **(Resolution 2024-027).**

Motion by Moore, second by Rangel to approve a Resolution Releasing Funds as Per a Downtown Investment Grant Agreement with Edward and Isabella Santoro for the Northside Diner Renovation Project. Roll Call: Ayes: Earnest, Morgan, Moore, Rangel, Stigers, Youngquist. Nays: None. Motion carried. **(Resolution 2024-028).**

Motion by Moore, second by Morgan to approve a Resolution Approving the Funds Per A Downtown Investment Grant Agreement with LUX Suites. Roll Call: Ayes: Moore, Morgan, Earnest, Rangel, Stigers, Youngquist. Nays: None. Motion carried. **(Resolution 2024-029).**

Motion by Moore, second by Rangel to approve a Resolution Approving the Funds Per A Downtown Investment Grant Agreement with La Morenita. Roll Call: Ayes: Youngquist, Stigers, Rangel, Morgan, Earnest, Moore. Nays: None. Motion carried. **(Resolution 2024-030).**

Motion by Rangel, second by Stigers to approve a Resolution Approving the Farm Lease – Cash Or Crop Shares Between the City of Washington and the Washington FFA LAB. Roll Call: Ayes: Morgan, Earnest, Moore, Rangel, Youngquist, Stigers. Nays: None. Motion carried. **(Resolution 2024-031).**

Motion by Earnest, second by Morgan to approve a Termination Agreement and Release Between the City of Washington and Enos R. Yoder. Motion carried.

Motion by Earnest, second by Morgan to approve the 1<sup>st</sup> Reading of an Ordinance Amending the Code of the City of Washington, Iowa, By Amending Chapter 41 Fireworks. Roll Call: Ayes: Rangel, Stigers, Youngquist, Earnest, Morgan, Moore. Nays: None. Motion carried.

Motion by Stigers, second by Moore to approve a Motion to Accept the Resignation of Washington City Administrator. Motion carried.

Motion by Moore, second by Earnest to Approve a RFP to Start the City Administrator and Interim City Administrator Search Process. Motion carried.

Mayor Pro Tem Youngquist asked if the council would like to untable the Old Business of the 1<sup>st</sup> Reading of the Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50.10 Operable Vehicles. Motion by Moore, second by Rangel to untable Old Business of the 1<sup>st</sup> Reading of the Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50.10 Operable Vehicles. Roll Call: Ayes: Stigers, Youngquist, Rangel, Earnest, Moore, Morgan. Nays: None. Motion carried. Discussions were held to vote, make the motion dead, and remove from the agenda. Motion by Moore, second by Earnest to vote on the 1<sup>st</sup> Reading of the Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50.10 Operable Vehicles. Roll Call: Ayes: None Nays: Earnest, Morgan, Moore, Rangel, Stigers, Youngquist. Motion not carried.

Motion by Moore, second by Earnest to enter into closed session at 6:50 p.m. per Iowa Code 21.5(j) – To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Roll Call: Earnest, Morgan, Stigers, Youngquist, Rangel, Moore. Nays: None. Motion carried.

Council entered back into open session at 7:03 p.m.

Department reports were presented.

Motion by Moore, second by Rangel that the Regular Session held at 6:00 p.m., Tuesday, April 2, 2024, is adjourned at 7:22 p.m. Motion passed unanimously.

Amanda J. Waugh, City Clerk

Millie Youngquist, Mayor Pro Tem



American Electric Inc.  
 PO Box 73  
 Eldridge, IA 52748

# Invoice

Date	Invoice #
3/31/2024	24215adj

**Bill To**  
 City of Washington  
 915 West Main Street  
 Washington, Ia. 52353

**Work Address**  
 Wellness Park Soccer Field Lighting  
 1203 N. Avenue E.  
 Washington, Ia. 52353

P.O. Number	Terms	Rep	Service date	Via	Job #
	Net 10		3/31/2024		7518
Quantity	Description		Price Each	Amount	
	Billing remainder of quote. Final bill. Remaining 60% of quote. Sales Tax Scott County		21,000.00 7.00%	21,000.00 0.00	

Lien will be placed on property if invoice is not paid in full within 30 days.

<b>Subtotal</b>	\$21,000.00
<b>Total</b>	\$21,000.00

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>
563-285-6505	563-285-6520	info@americanelectricinc.net



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

**Invoice**

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

April 11, 2024  
 Project No: 7046.011  
 Invoice No: 0210066

**Professional Services: March 1, 2024 through March 31, 2024**

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

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Project	7046.012	2021 Washington Water Main Improvements - CDBG Grant Additional Services		
			<b>Total this Project</b>	<b>0.00</b>

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Project	7046.013	2021 Washington Water Main Improvements- Permitting		
		<b>Total Labor</b>		<b>61.00</b>
			<b>Total this Project</b>	<b>\$61.00</b>

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

Project	7046.011	Washington Water Main - Final Design	Invoice	0210066
			<b>Total this Project</b>	<b>0.00</b>

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Project	7046.015	2021 Washington Water Main Improvements - Easements		
			<b>Total this Project</b>	<b>0.00</b>

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

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

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Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
<b>Fee</b>				
Total Fee		69,200.00		
Percent Complete		70.00	Total Earned	48,440.00
			Previous Fee Billing	45,672.00
			Current Fee Billing	2,768.00
			<b>Total Fee</b>	<b>2,768.00</b>
			<b>Total this Project</b>	<b>\$2,768.00</b>

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Project	7046.019	2021 Washington Water Main Improvements - Post Construction/Record Drawings		
<b>Fee</b>				
Total Fee		7,600.00		

Project	7046.011	Washington Water Main - Final Design	Invoice	0210066
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>
		<b>Total this Project</b>		<b>0.00</b>

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Project	7046.020	2021 Washington Water Main Improvements - Construction Staking		
		<b>Total Labor</b>		<b>173.00</b>
		<b>Total this Project</b>		<b>\$173.00</b>
		<b>Total this Invoice</b>		<b>\$3,002.00</b>



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

**Invoice**

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

April 11, 2024  
Project No: 7046.026  
Invoice No: 0210067

**Professional Services: March 1, 2024 through March 31, 2024**

Project 7046.026 East Interceptor & IRE Consultation

**Total Labor 3,397.00**

**Total this Invoice \$3,397.00**

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

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



# Dinges Fire Company

243 E. MAIN ST.  
AMBOY, IL 61310  
ph: 815-857-2000  
fx: (815) 857-3700  
Website: [www.DingesFire.com](http://www.DingesFire.com)

# Invoice

Date: 04/01/2024  
Invoice #: 52040  
Customer ID: 10446  
Due Date: 05/01/2024

BILL TO:
<b>Washington Fire Department</b> 215 Washington Street Washington, IA 52353 United States

SHIP TO:
<b>Washington Fire Department</b> 215 Washington Street Washington, IA 52353 United States

P.O. #	TRACKING #	TERMS
	272739358155	Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10075-UL6BKR350	8	Fire Helmet, Structural, Lightweight UST, Black, Fiberglass, ReTrak Faceshield R350, 6" Brass Eagle	340.00	\$2,720.00
10075-UL6WHR350	1	Fire Helmet, Structural, Lightweight UST, White, Fiberglass, ReTrak Faceshield R350, 6" Brass Eagle	340.00	\$340.00
10075-UL6RDR319	2	Fire Helmet, Structural, Lightweight UST, Red, Fiberglass, NFPA Bourke, 6" Brass Eagle	385.00	\$770.00
10075-UL6YLR319	4	Fire Helmet, Structural, Lightweight UST, Yellow, Fiberglass, NFPA Bourke, 6" Brass Eagle	385.00	\$1,540.00
10075-UL6BKR319	12	Fire Helmet, Structural, Lightweight UST, Black, Fiberglass, NFPA Bourkes, 6" Brass Eagle	385.00	\$4,620.00
10075-Sewn-Front	27	4,5,6" leather front with sewn or recessed letters - BYB: Number (BYB240470 BYB240471)	49.50	\$1,336.50

Other Comments or Special Instructions
1. Total payment due within 30 days 2. Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge 3. Please include the invoice number on your check. 4. All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: <a href="https://www.dingesfire.com/returns/">https://www.dingesfire.com/returns/</a>

Subtotal	\$11,326.50
Discount	\$0.00
Sales Tax	\$0.00
Total	\$11,326.50
<b>Amount Paid</b>	<b>\$0.00</b>
<b>TOTAL DUE</b>	<b>\$11,326.50</b>

For questions regarding this invoice, please contact customer service at (815) 857-2000 or [customerservice@dingesfire.com](mailto:customerservice@dingesfire.com).

Please make all checks payable to Dinges Fire Company.

**Thank You For Your Business!**



**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): Hy-Vee Food Store

Iowa sales and use tax account number: 1920092708

Retail address: 528 S. Hwy #1 City: Washington State: IA ZIP: 52353

Mailing address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266

Phone: 319-653-5406

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: Hy-Vee, Inc.

Primary office address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266

Phone: 515-267-2800 ext 4216 Fax: \_\_\_\_\_ Email: knylen@hy-vee.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)   
Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
See Attached

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: See Attached Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Andrew Schroder SVP Accounting, Controller

Printed name: \_\_\_\_\_

Signature: Andrew Schroder

Signature: \_\_\_\_\_

Date: 4/11/2024

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$225.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Washington
- New  Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): Hy-Vee Fast & Fresh

Iowa sales and use tax account number: 192009108

Retail address: 520 S. Hwy #1 City: Washington State: IA ZIP: 52353

Mailing address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266

Phone: 319-653-3039

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: Hy-Vee, Inc.

Primary office address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266

Phone: 515-267-2800 ext 4216 Fax: \_\_\_\_\_ Email: knylen@hy-vee.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)

Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store

Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
See Attached

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: See Attached Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Andrew Schroder SVP Accounting, Controller

Printed name: \_\_\_\_\_

Signature: Andrew Schroeder

Signature: \_\_\_\_\_

Date: 4/11/2024

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 225.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Washington
- New  Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

**HY-VEE, INC.  
OFFICERS & DIRECTORS 2024**

	<b>NAME</b>	<b>MIDDLE NAME</b>	<b>ADDRESS</b>	<b>BIRTHPLACE</b>	<b>DOB</b>
Executive Chairman of the Board, Executive Director	Randall B. Edeker	Burdette	2815 100th St, Box 385	Urbandale IA	50322 Worthington MN 12/13/62
Vice Chairman, Chief Executive Officer	Jeremy G. Gosch	Gail	14140 Maple Drive	Urbandale IA	50323 Ida Grove IA 11/01/74
President, Hy-vee, Inc.	Donna M. Tweten	Maie	14881 Woodcrest Drive	Clive IA	50325 Chicago IL 01/31/63
President, Hy-vee, Inc.	Aaron Wiese		4840 159th Street	Urbandale IA	50323 Storm Lake IA 12/30/76
Chief Operating Officer	Kevin T. Sherlock	Timothy	4839 159th Street	Urbandale IA	50323 Iowa City IA 08/25/68
Executive Vice President, Chief Supply Chain Officer, President, Red Media	Brett D. Brenner		1308 Jackson Street #501	Omaha NE	68102 05/18/65
Executive Vice President, Chief Technology Officer	Jason Faner		7604 NW 104th CT	Johnston IA	50131 9/11/76
Executive Vice President, Merchandising	Jody L. Gosch		1784 Homestead Drive	Liberty MO	64068 10/26/77
Executive Vice President, Secretary, Chief Administrative Officer	Andrew W. Holmes	William	16437 Perry Street	Overland Park KS	66085 Des Moines IA 06/17/72
Executive Vice President, Hy-Vee, Inc.; President, Fresh Brands & Food Service	Michael P. Jurgens	Paul	7030 Rocklyn Circle	Urbandale IA	50322 Muscatine IA 01/11/74
Executive Vice President, Chief Growth Officer	Michael P. Kuehy	Alan	3321 SW 56th Street	West Des Moines IA	50266 07/30/65
Executive Vice President, Operations, North Central	Jeffrey A. Marky		15209 Plum Drive	Urbandale IA	50323 Boone IA 01/28/70
Executive Vice President, Operations, East	Jeffery J. Mueller	Lee	3417 SW 56th Street	West Des Moines IA	50265 11/17/71
Executive Vice President, Chief Financial Officer, Treasurer	Ryan L. Roberts	Michael	3972 Westgate Pkwy	Clive IA	50325 Omaha NE 04/27/75
Executive Vice President, Chief Marketing Officer	Andrew M. Schreiner		3728 Autumn Sage Circle	Nonvask IA	50211 Ottumwa IA 12/13/77
Executive Vice President, Supply Chain & Transportation	Anna M. Stoermer		4900 158th Street	Urbandale IA	50323 01/20/89
Executive Vice President, Operations, Southwest	Steven Venegas	Gerard	3895 Westwind Court	Waukee IA	50263 07/08/75
Executive Vice President, Chief Health Strategy/Policy Officer, President, Amber Sp	Todd G. Wagner	Kelly	8430 Cardinal Street	Lenexa KS	66219 Maryville MO 11/03/69
Senior Vice President, Operations, Hy-Vee Fast & Fresh	Joel R. Allen	Robert	6227 Enclave Circle	Johnston IA	50131 Council Bluffs IA 08/29/77
Senior Vice President, Hy-Vee, Inc.; President, Lomar	Nathan S. Allen	Stephen	9808 Dunmore Circle	Johnston IA	50131 Estherville IA 03/19/77
Senior Vice President, Distribution, Charifon	Joshua T. Asche	Tade	809 Summit Place	Indianola IA	50125 Centerville IA 07/09/80
Senior Vice President, Digital Engineering, Chief Architect	Matthew L. Beensblossom	Layne	14618 Brookview Drive	Urbandale IA	50323 Pipestone MN 05/29/77
Senior Vice President, Special Events	Nathan Beyer	Elizabeth	104 S. 19th Court	Indianola IA	50125 Washington IA 06/10/67
Senior Vice President, Wine & Spirits; President, Wall to Wall Wine & Spirits	Denise E. Broderick	Samuel	6818 NW Monticello Ct	Parkville, MO	64152 09/28/77
Senior Vice President, Chief Human Resources Officer	Thomas S. Crocker	Lynn	1704 NW Prairie Creek Drive	Grimes IA	50111 Ames IA 06/27/71
Senior Vice President, Chief Medical Officer	Jessica L. Enos	Lynn	14715 Berkshire Pkwy NW	Clive IA	50325 Los Angeles CA 10/26/80
Senior Vice President, Dollar Fresh/Small Stores	Daniel S. Fick	Michael	304 Shion Rose Pkwy NW	Bondurant IA	50035 Cherokee IA 02/12/85
Senior Vice President, Government Relations & Corporate Compliance	Lucas A. Glasgow	Michael	510 Auburn Hills Drive	Coraville IA	52241 4/11/63
Senior Vice President, Brand Image, Creative Director	Travis M. Hoover	Raye	8462 200th Street W	Lakeville MN	55044 Adrian MN 12/10/72
Senior Vice President, Strategy & Planning	Stacey L. Johnson	William	10999 NE 85th Court	Bondurant IA	50035 05/30/82
Senior Vice President, Hy-Vee, Inc.; President, PDI & Commissaries	Lindsay R. Knopp	Alexander	1022 S. 10th Street	Adel IA	50003 Burlington IA 01/12/83
Senior Vice President, Pharmacy	Chelsey A. Kumbiera	Kaye	339 42nd Street	Des Moines IA	50312 03/08/73
Senior Vice President, Communications	Daniel W. Luger	William	14811 Holcomb Avenue	Urbandale IA	50323 Fremont NE 12/28/69
Senior Vice President, Store Development	Matthew A. Nannen	Louise	2116 SW Westwood St.	Ankeny IA	50263 Mason City IA 05/26/61
Senior Vice President, Accounting, Controller	Angela K. Nelson	Lynn	15001 W. 140th Terrace	Urbandale IA	50323 Norfolk NE 04/15/71
Senior Vice President, Private Brands	Tina L. Pollpeter	William	822 NE Westgate	Waukee IA	50263 05/16/77
Senior Vice President, Distribution, Cherokee	Andrew M. Reich	Ann	16023 Northview Drive	Ankeny IA	50021 Jefferson IA 02/04/77
Senior Vice President, Enterprise Security & Travel	Jessica L. Ringena	Ray	1209 NE 45th	Urbandale IA	50323 St. Louis MO 12/08/78
Senior Vice President, Strategy & Innovation	Andrew W. Schroeder	Ann	15324 Airline Avenue	Urbandale IA	50323 Sumter SC 08/17/79
Senior Vice President, Procurement	Elissa K. Stess	Lynn	14415 Dellwood Drive	Urbandale IA	50323 Burlington IA 06/17/79
Regional Vice President, Healthmarkets and Clinics	Nathan R. Stewart	Allen	16214 Walnut Meadows Ct	Johnston IA	50131 Rock Island, IL 05/09/87
	Lisa A. Stovater	Ray	5764 Chatham Circle	Urbandale IA	50323 05/29/72
	Isaac Wiese	Ann	12807 Ridgmont Drive	West Des Moines IA	50266 10/22/85
	Amy L. Witry	Ray	10184 Crownland Place	West Des Moines IA	50266 07/16/75
	Brian Young	Ann	1300 Glen Oaks Drive	Cherokee IA	51012 Cherokee IA 02/10/70
	Robert L. Budd III	Lynn	4781 High Country Road	Waukee IA	50263 05/12/78
	Jeffrey A. Carter	Ray	31749 Silverado Lane	Johnston IA	50131 Spirit Lake IA 09/28/78
		Ray	8005 NW 104th Court	Urbandale IA	50323 Des Moines IA 03/11/87
		Ray	14752 Stonecrop Drive	Overland Park KS	66209 12/06/71
		Ray	5903 W. 131st Street	Clathe KS	66062 06/18/74
		Ray	15243 W. 172nd Place	Marion IA	52302 Centerville IA 09/05/69

Regional Vice President	Jamie D. Franck	391 N. Booth Street	Dubuque IA	52001	09/09/72
Regional Vice President, Nashville	Eric A. Gharst	2105 Bucoic Ct	Nolensville TN	37135	11/20/76
Regional Vice President, Sioux Falls	Jan M. Nichols	3209 Pebble Drive	Cedar Rapids IA	52404	03/12/82
Regional Vice President, Quad Cities/Illinois	Kory M. Robinson	11325 N. Joseph Street	Dunlap IL	61525	12/31/86
Regional Vice President, Cedar Rapids/Northeast Iowa	Andrew M. Strait	3115 Newcastle Rd	Marion IA	52302	12/26/70
Regional Vice President, Sioux City	Christopher R. Stubb	6369 Clore Lane	Crestwood KY	40014	12/11/81
Regional Vice President, Iowa City/Southeast Iowa	Kyle M. Thomsbrough	532 Deer View Ave	Tiffin IA	52340	04/12/79
Regional Vice President, Omaha	Ginny L. Ward	16905 Emiline Street	Omaha NE	68136	08/31/78
Regional Vice President, Lincoln/Nebraska	Francis E. Woodward Jr	5808 N. 294th Circle	Valley NE	68064	11/12/69
Vice President, Finance	Kyle B. Auffer	1113 Ridgtop Drive	Huxley IA	50124	11/28/90
Vice President, Chief Security and Infrastructure Officer	Jeremiah Bristow	7016 Harbour Drive	Johnston IA	50131	04/15/75
Vice President, Delicatessen	Abby M. Byers	5914 Beechtree Drive	West Des Moines IA	50266	05/19/86
Vice President, Social/Digital Content	Sara L. Canady	2830 SE Timberline Drive	Waukee IA	50263	07/11/84
Vice President, Accounting, Assistant Controller	Scott W. Copeland	5108 NE Bellagio Court	Ankeny IA	50221	5/15/89
Vice President, Private Brands	Shawn L. Crouse	2915 157th Street	Urbandale IA	50323	04/26/66
Vice President, DSD	Erin M. Demichellis	1655 Thornwood Road	West Des Moines IA	50265	11/01/73
Vice President, Data & Media Partnerships	Clinton E. Ellis	3615 148th Street	Urbandale IA	50323	10/15/89
Vice President, Compliance and Food Protection	Christopher P. Gindorff	6500 EP True Pkwy #7213	West Des Moines IA	50266	3/24/64
Vice President, Produce & Floral	John A. Griesenbrock	395 NW Stratford Drive	Waukee IA	50263	08/27/78
Vice President, Aisles Online	Danny A. Gubbins	7900 NW 158th Ave	Polk City IA	50226	08/09/77
Vice President, Store Development, Real Estate	Phillip E. Hoey	24479 Ethron Pl	Swen IA	50252	10/28/81
Vice President, Benefits	Tory S. Kaeka	10578 NW 71st Lane	Johnston IA	50131	05/22/80
Vice President, Hy-Vee, Inc., Chairman, President, CEO, Midwest Heritage Bank	Brent T. McKenzie	6255 Beechtree Dr., Unit 23	West Des Moines IA	50266	08/14/65
Vice President, Transportation	Douglas J. Mezger	105 1st Street NW	Bondurant IA	50035	10/30/75
Vice President, General Merchandise	Matthew J. Nickell	2821 190th Avenue	Carlisle IA	50047	06/18/79
Vice President, Sports Marketing	Almece C. O'Leary	3515 150th Street	Urbandale IA	50323	07/11/83
Vice President, Store Design	Craig A. Paschka	699 46th Street	Des Moines IA	50312	06/02/67
Vice President, Fresh Commissary	Bryan D. Polc	1317 NW 90th Street	West Des Moines IA	50266	04/17/83
Vice President, Food Service	Jason F. Pride	105 Alderleaf Dr.	Waukee IA	50263	01/08/78
Vice President, Meat & Seafood	Peter Smart	1800 NW Prairie Creek Dr.	Grimes IA	50111	11/04/71
Vice President, Analytics & Product Strategy	Daniel J. Strait	12122 Metrose Street	Overland Park KS	66213	11/22/77
Vice President, Hy-Vee, Inc.; President A+ Communications	Mitchell M. Streit	3120 SE 20th ST	Ankeny IA	50021	03/15/78
Vice President, Hy-Vee, Inc.; President D & D Foods	Shelby K. Stritzke	15151 Mill Ridge Lane	Council Bluffs IA	51503	09/03/60
Vice President, Fashion, Beauty, Innovation	Melissa A. Vogel	3832 163rd Street	Urbandale IA	50323	05/15/76
Vice President, Marketing Projects, Digital Media	Brandon C. Williams	3918 125th Street	Urbandale IA	50323	09/01/79
Vice President, Bakery	Jason W. Wilson	2314 Autumn Blaze Dr.	Nonwalk IA	50211	09/22/76
Vice President, Wine & Spirits, COO, Wall to Wall Wine & Spirits	Kayla M. Winstead	10683 NW 71st Lane	Johnston IA	50131	09/15/71
Group Vice President, Red Media Sales	Jana C. Abens	2922 NE Brentwood Circle	Grimes IA	50111	11/22/89
Group Vice President, Enterprise Security	Laura B. Edwards	7619 NE 108th Place	Bondurant IA	50035	09/06/74
Group Vice President, Merchandising & Marketing, Hy-Vee Fast & Fresh	Kimberly A. Jay	240 Abigail Lane	Waukee IA	50263	11/25/77
Group Vice President, Training and Engagement	David J. Kozak	300 Aaron Avenue NW	Bondurant IA	50035	02/27/84
Group Vice President, Point of Sale	Ryan C. Neville	6907 Sweetwater Drive	Des Moines IA	50320	06/14/76
Group Vice President, Loss Prevention & Asset Protection	Christopher L. Peters	745 Patterson Drive	Adel IA	50003	06/23/70
Group Vice President, Red Media Marketing, UI/UX	Dominic R. Punelli	106 W. Pine Avenue	Carlisle IA	50047	01/04/71
Group Vice President, Data Platform	Muris Rahmanovic	4810 NE 137th Street	Nonwalk IA	50211	03/14/77
Group Vice President, Data Insights & Operations	Marshall L. Sanders	15902 Wilder Drive	Smithville, MO	64089	11/11/70
Group Vice President, Digital Pharmacy, Hy-Vee, Inc., President, RedBox Rx	Jon S. Scanlan	77 Myles Court	Urbandale IA	50323	08/28/77
Group Vice President, Equipment Purchasing	Brett A. Spiker	3109 152nd Street	Waukee IA	50263	04/28/82
Group Vice President, Procurement	Michael N. Spiker	6240 N. Winwood Drive	Urbandale IA	50323	02/26/80
Group Vice President, Retail Development	Timothy Starmer	1016 Mallory Drive	Johnston IA	50131	12/10/64
Group Vice President, Support Services Division	Angela K. Waltz	2403 NW Rockcrest Ct	Chariton IA	50049	11/21/86
Group Vice President, Operations, Hy-Vee Fast & Fresh	Karsten J. Winger	2311 Delaware	Ankeny IA	50023	04/19/82
Group Vice President, Retail Security		4092 NW 181st Street	Nonwalk IA	50211	07/03/72
		10776 Falling Water Ln #G	Woodbury MN	55129	03/03/85
					05/04/66

Group Vice President, Supply Chain & Network Infrastructure	Max H. Winstead	2922 NE Brentwood Circle	Grimes IA	50111	11/10/88
Asst. Vice President, Dollar Fresh Operations	Keath E. Allen	4019 139th Street	Urbandale IA	50323	02/14/80
Asst. Vice President, Executive Assistant to the Chairman & CEO	Elizabeth A. Arickx	195 Dunham Drive	Waukege IA	50263	04/01/90
Asst. Vice President, Perishable Warehouse, Chariton	Ryan C. Beary	PO Box 112	Albia, IA	52531	09/27/83
Asst. Vice President, Human Resources	Karen L. Bontskey	3011 N. Cattail Creek	Curming IA	50061	01/21/68
Asst. Vice President, Loss Prevention	Phillip J. Burrell	2016 SE Adams Street	West Des Moines IA	50061	01/13/69
Asst. Vice President, Communications	Dawn E. Buzynski	1005 63rd Street	West Des Moines IA	50266	09/20/66
Asst. Vice President, Dietitian Services	Megan N. Callahan	8824 SW Lakeside Trace	Lee's Summit MO	64064	04/07/86
Asst. Vice President, Fresh Brands Marketing	Katelyn M. Cateron	2501 NE 10th Street	Grimes IA	50111	06/29/87
Asst. Vice President, Bakery	Raymond A. Doughtan	6200 EP True Parkway #608	West Des Moines IA	50266	05/18/64
Asst. Vice President, Loss Prevention	Scott L. Foughty	1353 E. Pine Ridge Drive	Polk City IA	50228	05/03/69
Asst. Vice President, Hy-Vee, Inc., President, Lomar	Todd D. Fox	3855 Bison Trail	Waukege IA	50263	04/06/82
Asst. Vice President, Pharmacy Fulfillment	Jonathan W. Franssen	4815 Ashley Park Drive	West Des Moines IA	50265	06/28/86
Asst. Vice President, Engineering	Tonia Householder	11134 Hwy S6G	Prairie City IA	50228	05/06/83
Asst. Vice President, Retail Security	Kay A. Hughes	309 11th Street NW	Bondurant IA	50035	01/18/84
Asst. Vice President, Customer Care	Lance R. Koonker	1180 270th St	Boone IA	50036	05/02/69
Asst. Vice President, HyChi	Carey L. Lenning	3508 SE Glen Dr	Grimes IA	50111	09/02/75
Asst. Vice President, E-Commerce Marketing	Chris C. Lin	18732 Huxley Ave	Lakeville MN	55044	12/25/70
Asst. Vice President, Pharmacy Compliance	Kathryn R. Mace	4773 172nd Way	Urbandale IA	50323	06/22/94
Asst. Vice President, Warehousing Cherokee	James J. Mennen	2453 Dempster Dr	Coraville IA	52241	12/28/67
Asst. Vice President, Hy-Vee, Inc., Senior Vice President, Finance and Chief Admini	Dustin D. Mosler	4864 Hwy. 59	Cherokee IA	51012	12/29/82
Asst. Vice President, Health Marketing	John E. Ordner	10630 S. 191st Street	Gretna NE	68136	03/12/78
Asst. Vice President, Loss Prevention	Ashley J. Penning	5007 150th Street	Urbandale IA	50323	08/29/86
Asst. Vice President, Floral	Draper H. Ray	12 Oakbrook Place	Belitendorf IA	52722	11/22/81
Asst. Vice President, South, Hy-Vee Fast & Fresh	Casey C. McCombs-Roberts	1129 68th Street	Windsor Heights IA	50324	10/27/81
Asst. Vice President, Government Relations	Antonio N. Romeo	330 NE 56th Street	Pleasant Hill IA	50327	03/20/75
Asst. Vice President, Dollar Fresh Operations	Anne Roth	4160 Greenwood Dr	Des Moines IA	50312	02/02/90
Asst. Vice President, Supply Chain Security	Darin C. Schoop	923 Somersby Ct	West Des Moines IA	50266	06/11/69
Asst. Vice President, Social/Digital Commerce	Joel A. Sivrinski	129 Benson St	Alta IA	51002	07/31/65
Asst. Vice President, Produce Procurement	Joel J. Stoermer	4900 159th Street	Urbandale IA	50323	11/20/85
Asst. Vice President, Auditing	Joseph J. Stoltz	1173 S. Atcius St	West Des Moines IA	50263	12/11/70
Asst. Vice President, Grocery Warehouse, Chariton	Scott Straka	825 Baileys Grove Drive	Adel IA	50003	5/12/1984
Asst. Vice President, Hy-Vee, Inc.; Chief Operating Officer, Vivid Clear Rx	Brandon M. Stratton	715 Orchard Ave	Chariton IA	50049	10/07/84
Asst. Vice President, Store Set-Up	Amy J. Wadstrom	7614 SE 9th Avenue	Pleasant Hill IA	50327	04/21/76
Asst. Vice President, Retail Security-North Region	Gregory D. Warzecha	939 Wynstone Drive	Jefferson SD	57038	03/22/72
Asst. Vice President, IT, Hy-Vee, Inc.; Vice President Amber Pharmacy	Thomas G. Wheeler	2352 16th Avenue E	North Saint Paul, MN	55109	06/07/67
Director	Adam D. Winstead	12415 Osprey Lane	Papillion NE	68046	05/12/78
Director	Randall B. Edeker	2815 100th St, Box 385	Urbandale IA	50322	12/13/62
Director	Jeremy G. Gosch	14140 Maple Drive	Urbandale IA	50323	11/01/74
Director	Aaron Wiese	4840 158th Street	Urbandale IA	50323	12/30/76
Director	Donna M. Tweenen	14881 Woodcrest Drive	Clive IA	50325	01/31/63
Director	Kevin T. Sherlock	4839 159th Street	Urbandale IA	50323	08/25/68
Director	Brett D. Bremser	1308 Jackson Street #501	Omaha NE	68102	05/18/65
Director	Jason Farver	7604 NW 104th Ct	Johnston IA	50131	9/11/76
Director	Jeffrey A. Markey	15209 Plum Drive	Urbandale IA	50323	01/28/70
Director	Andrew M. Schreiner	3728 Autumn Sage Circle	Nowalk IA	50211	12/13/77
Director	Jeffery J. Mueller	3417 SW 56th Street	West Des Moines IA	50265	11/17/71
Director	Jody L. Gosch	1784 Homestead Drive	Liberty MO	64068	10/26/77
Director	Anna M. Stoermer	4900 159th Street	Urbandale IA	50323	01/20/89
Director	Isaac Wiese	8005 NW 104th Ct	Johnston IA	50131	09/28/78
Director	Andrew W. Schroeder	5764 Chatham Circle	Johnston IA	50131	05/09/87
Director	Lindsay R. Kroop	14811 Holcomb Avenue	Urbandale IA	50323	03/27/84
Director	Travis M. Hoover	1022 S. 10th Street	Adel IA	50003	01/12/83
Director	Jan M. Nichols	3209 Pebble Drive	Cedar Rapids IA	52404	03/12/82
Director	Matthew H. Parkhurst	205 Deschepper	Marshall MN	56258	11/17/69

Director	Ash W. Wounded Arrow	3216 N. 177th Street	Omaha NE	68116	08/04/88
Director	Kerry M. Sherlock	653 Barrington Road	Iowa City IA	52245	09/01/84
Director	Brian W. Leppert	3016 Lakeview Drive SE	Altoona IA	50009	04/05/89
Director	Matthew R. Off	4747 E. Turkey Trail Drive	Columbia MO	65201	10/20/73
Director	Anthony S. Mc Carrn	5555 Little Leaf Trail	West Des Moines IA	50266	02/25/60
Director	Sheila M. Laing	20734 460th Street	Chariton IA	50049	07/11/88
Director	Michael P. Jurgens	7030 Rocklyn Circle	Urbandale IA	50322	01/11/74
Director	Nathan S. Allen	808 Summit Place	Indianola IA	50125	07/09/80
	Paul				



April 1, 2024

Re: Iowa Retail Permit for Cig/Tob/Nic/Vape - Renewal Application

Dear City/County Clerk,

Please see the attached renewal application and required fee for each of our Casey's stores in your area. Please send the renewed permit directly to me at the following address:

Casey's General Stores  
Attn: Licensing Dept.  
1 SE Convenience Blvd  
Ankeny, IA 50021

*Please note: Our PO Box has closed*

If there are questions regarding this renewal, please e-mail me at [licensingteam@caseys.com](mailto:licensingteam@caseys.com). I appreciate your assistance!



**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): CASEY'S # 1624

Iowa sales and use tax account number: 0-00-007787

Retail address: 1002 W MADISON ST City: WASHINGTON State: IA ZIP: 52353

Mailing address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 3198639040

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANY

Primary office address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 515-446-6404 Fax: 515-446-6303 Email: LICENSINGTEAM@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)  Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
YES, CASEY'S HAS 557 LOCATIONS IN IOWA HOLDING A TOBACCO LICENSE.

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: SEE ATTACHED Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**CASEY'S MARKETING COMPANY**

Federal Tax I.D. 42-1435913

Date of Incorporation: March 15, 1995

Effective 10/8/2021

**OFFICERS**

Samuel J. James, President & Chairman  
One SE Convenience Blvd.  
Ankeny, IA 50021

Brian J. Johnson, Vice President  
One SE Convenience Blvd.  
Ankeny, IA 50021

Scott A. Faber, Secretary  
One SE Convenience Blvd.  
Ankeny, IA 50021

Eric Larsen, Treasurer  
One SE Convenience Blvd.  
Ankeny, IA 50021

Douglas M. Beech, Assistant Secretary  
One SE Convenience Blvd.  
Ankeny, IA 50021

**BOARD OF DIRECTORS**

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Ankeny, IA 50021

This information is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential and privileged and exempt from disclosure under applicable law. You are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.



April 1, 2024

Re: Iowa Retail Permit for Cig/Tob/Nic/Vape - Renewal Application

Dear City/County Clerk,

Please see the attached renewal application and required fee for each of our Casey's stores in your area. Please send the renewed permit directly to me at the following address:

Casey's General Stores  
Attn: Licensing Dept.  
1 SE Convenience Blvd  
Ankeny, IA 50021

*Please note: Our PO Box has closed*

If there are questions regarding this renewal, please e-mail me at [licensingteam@caseys.com](mailto:licensingteam@caseys.com). I appreciate your assistance!

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): CASEY'S # 3528

Iowa sales and use tax account number: 0-00-007787

Retail address: 1730 E WASHINGTON ST City: WASHINGTON State: IA ZIP: 52353

Mailing address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 3196537437

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANY

Primary office address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 515-446-6404 Fax: 515-446-6303 Email: LICENSINGTEAM@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)

Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

YES, CASEY'S HAS 557 LOCATIONS IN IOWA HOLDING A TOBACCO LICENSE.

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: SEE ATTACHED Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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# Washington Police Department

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

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## Activity Report March 2024

Rhonda Hill  
Administrative Assistant

Lyle Hansen  
Lieutenant

Shanus Altenhofen  
Lieutenant

Jason Chalupa  
Sergeant

Benjamin Altenhofen  
Sergeant

Brian VanWilligen  
Investigator

Eric Kephart  
K-9 Handler

Seth Adam  
Police Officer

Mia Brdecka  
Police Officer

Colton Schneider  
Police Officer

Devin Fraise  
Police Officer

Ryan Burkhart  
Police Officer

March was an active month with 465 calls for service and several officers participated in training opportunities.

Lt. Altenhofen completed a low-light firearms instructor training and Sgt. Chalupa completed the Iowa Law Enforcement Academy Precision Driving Instructor training.

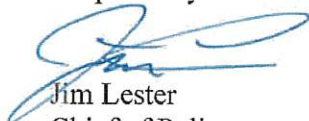
Officer Brdecka attended the Iowa Association of Women Police annual conference and a specialized training on Investigating and Tracking Cyber Predators and Online Child Abuse funded by the Iowa Internet Crimes Against Children (ICAC) task force.

Investigator VanWilligen assisted with OWI scenarios at the Iowa Law Enforcement Academy (ILEA) and Chief Lester assisted ILEA recruits with domestic abuse scenarios.

Officer Ryan Burkhart was sworn in on March 25<sup>th</sup> and is completing his FTO program. He brings us one year of ILEA certified experience and is a 20-year veteran of the United States Navy.

Our March staff meeting included a presentation from Deputy Derek Glaspie on the Washington County Sheriff's Office eviction process, a review of the use of officer first aid equipment and a presentation by Washington County Jail Administrator Gina Greiner on the use of the jail's restraint chair.

Respectfully submitted,

  
Jim Lester  
Chief of Police

# Washington Police Department

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

## 2024 Activity & Offense Report For the Month of: March

ACTIVITY	Previous Month	Current Month	Year – to – Date
<b>Calls For Service</b>	<b>421</b>	<b>465</b>	<b>1430</b>
Animal Calls	18	21	54
Animal Bites	2	3	7
Traffic Citations / Written Warnings	64	97	209
Parking Tickets	8	3	126
Golf Cart Registrations	2	2	4
Vehicle Unlocks	23	26	82
Arrest Warrants Served	7	7	21
Search Warrants Served	4	0	4
Mental Health Crisis	10	8	25
Traffic Stops	109	151	361
Traffic Accidents	11	14	42
Arrests	26	25	69
Criminal Complaints Filed	33	44	96
<b>Reportable Offenses</b>	<b>51</b>	<b>50</b>	<b>136</b>
Assaults	7	4	16
Burglary	1	1	2
Burglary to Motor Vehicle	1	2	3
Domestic Assault	10	3	13
No Contact Order Violation	3	0	3
Criminal Mischief/Vandalism	5	3	13
Drunkenness (Intoxication)	1	1	3
Driving Intoxicated (OWI)	1	2	8
Drug Offenses	1	7	10
Drug Paraphernalia	0	2	3
Harassment/Intimidation	4	2	8
Sex Offenses	0	0	4
Theft/Fraud (Includes Shoplifting)	7	12	25
Trespass	2	1	3
Weapons Violations	0	0	1

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

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



Brendan DeLong- Fire Chief  
Bill Hartsock- 1<sup>st</sup> Asst Fire Chief  
Jim Williams- 2<sup>nd</sup> Asst Fire Chief  
Lacie Porter- Asst Chief of EMS

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### March 2024 Activity Report

Structure fires- 0  
Vehicle Fires – 0  
Weather related- 0  
Mutual aid assists- 5  
Hazardous Incidents- 0  
Grass fires- 3  
Investigate/good intent- 6  
Rescue/accidents- 1  
Medical- 65  
**March calls for service- 80**

### January – March 2024 Calls for service.

Fire/Rescue calls – 48  
Medical calls – 220  
Total calls – 268

EMS Continues to be busy with 65 calls for service in March. We had no structure fires in March, however, we did respond to 2 different mutual aid assists to surrounding departments that were structure fires. One was in Ainsworth, and the other one was in Crawfordsville. Both houses were a total loss. No injuries were reported. Grass fires were also elevated in March, which is to be expected.

March training was held on March 20th. We had Muscatine Fire & Hazmat over to do our annual hazmat refresher. This is required by the state, and Muscatine Fire is our contracted hazmat response team. They support all of Washington County for specialized hazmat response.

I attended numerous staff meetings and fire meetings. Full time staff continues to be busy responding to EMS & fire calls, fire inspections, rental inspections, and normal duties around the fire station. Asst Chief Lacie Porter, Chief Lester, and I continue to meet and study our EMS response. Our EMS service responds to around 20 calls per week. We are looking at options to avoid responder burnout. I also met with the City Administrator, firefighter B. Wagner, M. Chenoweth, and Jeff Duwa to discuss the fireworks ordinance. Fireworks season is coming.

Members also attended Stewart school to foster community involvement with kids and teachers. This program continues and we try to go to a school once every other month. WAFD held a spouses appreciation event at the fairgrounds in March. This event thanked all of our current spouses for their commitment they provide to the Fire Department.

We are here and ready to respond.

Brendan S. DeLong  
Fire Chief  
Washington Fire Department



**WWTP report  
April 16<sup>th</sup>, 2024  
Council meeting**

- **After hour alarm and dog call outs –**
  - 3-30-2024 Dog call to 700 block of South 2<sup>nd</sup> @ 7:25 Andrew
  - 4-7-2024 WWTP generator alarm @ 10:50 a.m. Andrew
  - 4-7-2024 WWTP generator alarm @ 11:46 a.m. Andrew
  - 4-7-2024 Dog call to 1026 E Adams @ 6:30 p.m. Andrew
- **Dept Head meetings-** March 5<sup>th</sup>, 12<sup>th</sup>. One on one meeting on the 8<sup>th</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 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.
- **E-Coli testing-** April will be the first of three months of E-Coli testing.
- **Lawn mowing-** Lawn mowing and grounds maintenance is ongoing.
- **WWTP March 2024, Discharge Monitoring Report (DMR) –** Average daily flow **1.29 million gallons (mg)**, maximum daily flow **2.413 mg**, minimum daily flow **.819 mg**. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for March = **>2.74"** (recorded at the WWTP).

<b>CBOD5 removal 85% required</b>	<b>result = 93.7 %</b>
Influent CBOD5 monthly total =	<b>778.4 mg/L</b>
Effluent CBOD5 monthly total =	<b>49.21 mg/L</b>

<b>TSS removal 85% required</b>	<b>result =96 %</b>
Influent TSS monthly total =	<b>1053 mg/L</b>
Effluent TSS monthly total =	<b>41.69 mg/L</b>

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

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

**Jason Whisler  
4/12/2024 9:00 A.M.**

Millie Youngquist, Mayor Pro Tem  
Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director  
Amanda Waugh, City Clerk  
Kevin Olson, City Attorney



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

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City Administrator Report  
April 16, 2024

**Project Update:**

**Buchanan Street Project:** Jack reviewed the documents. He requested a couple of other reports. Keith is working on those now and should finish today. They will get sent to Jack and he will review again. When the review is done, everything will get sent to Jeremy at the DOT for the audit. Following the audit review and acceptance, the final reimbursement will get approved and sent to the City. The final reimbursement amount is \$93,000.

**Water Main Project:** Water main is in to the storage units. Monday they will begin to replace the fire hydrant by Wine & Spirits. Following that they will decide how to finish the rest of the project since there is so many utilities in the way. Once the fire hydrant is in, they will start testing from Caseys to the hydrant. Once the testing is completed they will start surfaces to that point. CIT has televised the sewer main to see the condition of the main.. We are awaiting the report. We know there is 1 water service line that is running through the sewer main.

**Hwy 92 & N. 12<sup>th</sup> intersection:** Bid opening is **April 16**. Following that a contract will be prepared for the City to approve. The project has a late start date of July 1, with 60 working days. The project will be completed by September.

**Lead Service Line Inventory:** I am compiling the spreadsheet of the residential addresses for M/C to pothole. I am on W. Main currently. The plan is to finish compiling the addresses today. M/C is working on this daily and getting through it quickly. The spreadsheet will get updated. Then we will need to move to commercial addresses.

**Week of April 8:** Admin meeting. Met with Michelle about staffing at the chamber. Discussed the mayor forum. Talked about the summer events including farmers market. They will extend the live music until the end of September this year. Attendance is increased when there is live music. Been finishing up required documents for the DIG applications. Preparing things for the council meeting. Finishing up the catalyst grant for the Antique Mall.

**Week of April 15:** Main Street meeting. Attending the ribbon cutting at Winga's Diner on Thursday. One on ones. Finish working on items to be completed. Reviewing water rates. Will have the ordinance to update water and sewer rates at the May 7<sup>th</sup> meeting.

Had sent out RFP for the demolition of 619 N. 6<sup>th</sup> Ave. We received one from DeLong Construction so once the asbestos has been removed this will get torn down. Was thinking of having Council tour the Library MakeIt space prior to the May 7<sup>th</sup> meeting.

REMINDER: We will have a special council meeting on Tuesday, April 23<sup>rd</sup> at 5:00pm to hold the budget hearing. At 6:00pm the mayor candidate forum will be held at the Performing Arts Center.



## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 E. Washington  
ATTN: City Administrator Deanna McCusker 319-653-6584  
dmccusker@washingtioniowa.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: MARION AVENUE BAPTIST CHURCH

Coordinator: ABE KOEHN

Contact Number: 319-461-8891

Email Address: a.koehn@marionavenuebaptist.com

2. **EVENT INFORMATION**

Event Description: YOUTH CONFERENCE ACTIVITIES: INFLATABLE  
GAMES, SNACKS, ETC

Days/Dates of Event: THURSDAY, MAY 2, 2024

Time(s) of Event: (Include Set Up/Tear Down Time) 4:00pm - 12:00am

Event Location: TOWN SQUARE

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

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

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

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

Description: NORTH HALF OF W. WASHINGTON ST. THAT IS ADJACENT  
TO TOWN SQUARE & EAST HALF OF S. MARION AVE

THAT IS ADJACENT TO TOWN SQUARE

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

HAND-DELIVERED LETTERS

Other Requests

\_\_\_\_\_ Temporarily park in a "No Parking" area location: \_\_\_\_\_

\_\_\_\_\_ Use of gators/UTV/ATV on City streets

Use of City Park (specify park: TOWN SQUARE)  
Electrical Needs: OUTLETS FOR PATIO LIGHTS, SNACK MACHINES

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

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

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

\_\_\_\_\_ Fireworks (specify location :)

\_\_\_\_\_ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

\_\_\_\_\_ Yield signs for crosswalks

\_\_\_\_\_ Emergency "No Parking" Signs

Garbage/Recycling Barrels

\_\_\_\_\_ Traffic cones

\_\_\_\_\_ Street Sweeping following (parades)

\_\_\_\_\_ Picnic Tables

\_\_\_\_\_ Other (please specify :)

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

Amplified Sound/Speaker System

\_\_\_\_\_ Recorded/Live Music

\_\_\_\_\_ Public Address System

\_\_\_\_\_ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: ABE KOEHN

Phone: 319-461-8891

7. INSURANCE

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

\_\_\_\_\_ Certificate of Insurance provided and accepted \_\_\_\_\_ Certificate of Insurance not required

**8. AGREEMENT**



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

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

  
 \_\_\_\_\_  
 Applicant/Sponsor Signature

4/4/24  
 \_\_\_\_\_  
 Date

**DEPARTMENT APPROVALS**

<u>Indicate Date Contacted</u>	<b>The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.</b>			
<u>4-4-24</u>	City Administrator Deanna McCusker (Liquor Licenses)		319-653-6584	 <a href="mailto:dmccusker@washingtioniowa.gov">dmccusker@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>EMAILED: 4/4/24</u>	Police Chief	Jim Lester	319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>EMAILED: 4/4/24</u>	Fire Chief	Brendan DeLong	319-653-6584 x181	<a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>EMAILED: 4/4/24</u>	Streets	JJ Bell	319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>EMAILED: 4/4/24</u>	Parks	Nick Pacha	319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:			
	County Environmental Health (if serving food):			
		Jason Taylor	319-461-2876	<a href="mailto:jtaylor@co.washington.ia.us">jtaylor@co.washington.ia.us</a>
	Comments/Restrictions:			

**CITY COUNCIL APPROVAL**

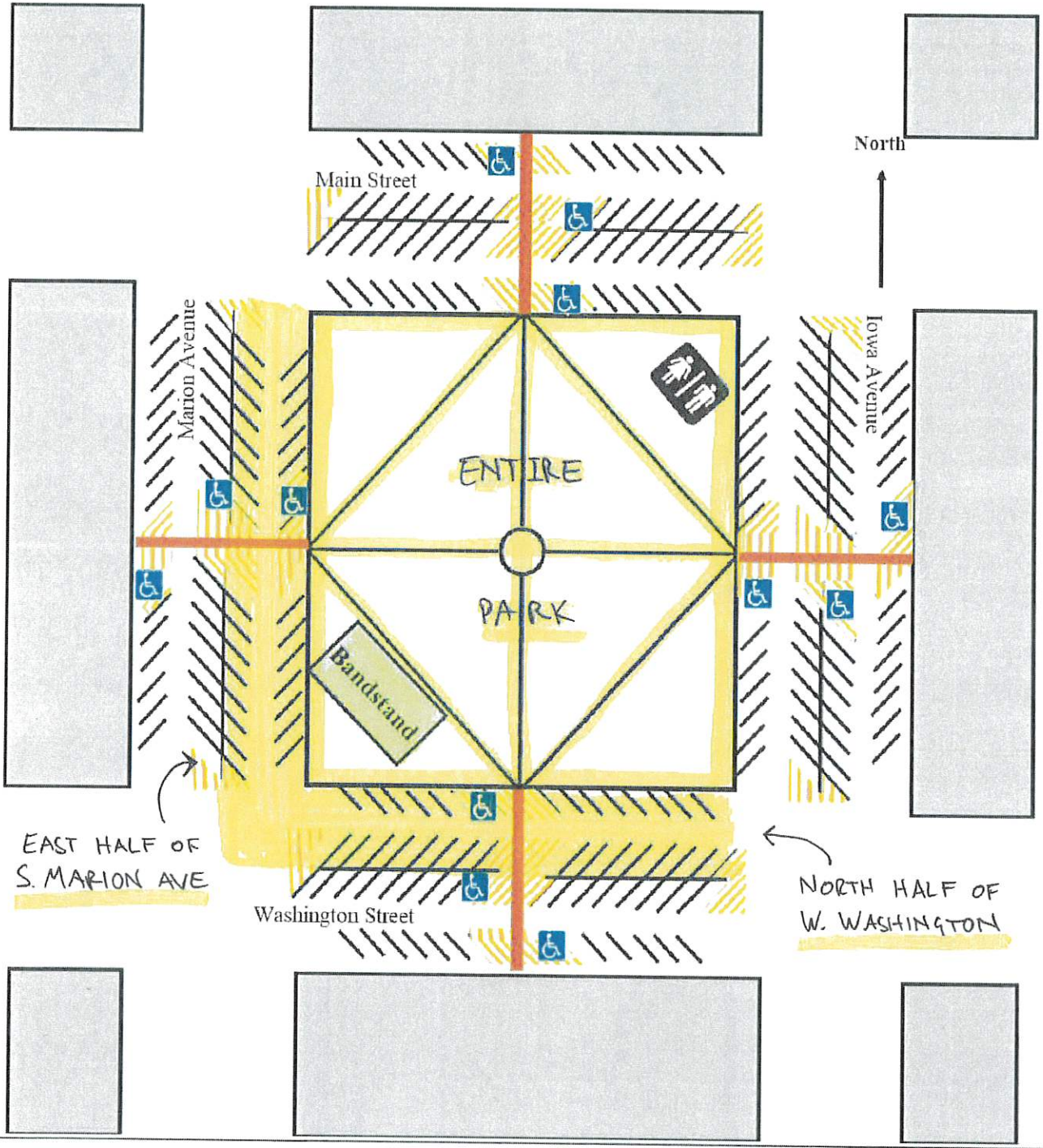
\_\_\_\_\_  
 City Clerk or Administrator Signature

\_\_\_\_\_  
 Date of Action

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

CONDITIONS IMPOSED: \_\_\_\_\_

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





## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 E. Washington  
ATTN: City Administrator Deanna McCusker 319-653-6584  
dmccusker@washingtioniowa.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: Annual 5K Memorial Walk/Run FUNdraiser for Hospice of Washington County

Coordinator: Tiffany Crawford

Contact Number: 319-458-0144

Email Address: tiffany@hospicewc.com

### 2. EVENT INFORMATION

Event Description: This event is a fundraiser for Hospice. It is held in honor of loved ones from the community that have passed by walking or running in their honor. It is open to the public. Then event begins and ends

at the Rocket Slide in Sunset Park. The route takes the runners and walkers through Sesquicentennial Park onto the KEWASH Trail, then back the same route.

Days/Dates of Event: 09/21/2024

Time(s) of Event: (Include Set Up/Tear Down Time) 7 AM- 12 PM

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

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

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

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

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

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_



Other Requests

Temporarily park in a "No Parking" area  
location: \_\_\_\_\_

Use of City Park (specify park :  
Electrical Needs: ~~Electrical use from the shelter and~~  
bathroom

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

Fireworks (specify location :)

Use of gators/UTV/ATV on City streets

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

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

Other (please specify :)  
-Would like to request a officer be place at the intersection  
of HWY 92 and the KEWASH Trail crossing.  
9:00AM-12:00PM Or till the last Runner/Walker.  
-Request the use of Golf Carts be used on the trail for sign  
placements.

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Emergency "No Parking" Signs

Traffic cones See Map

Picnic Tables

Yield signs for crosswalks

Garbage/Recycling Barrels

Street Sweeping following (parades)

Other (please specify :)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

7. INSURANCE

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

Certificate of Insurance provided and accepted  Certificate of Insurance not required

**8. AGREEMENT**

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

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

\_\_\_\_\_  
 Applicant/Sponsor Signature Date

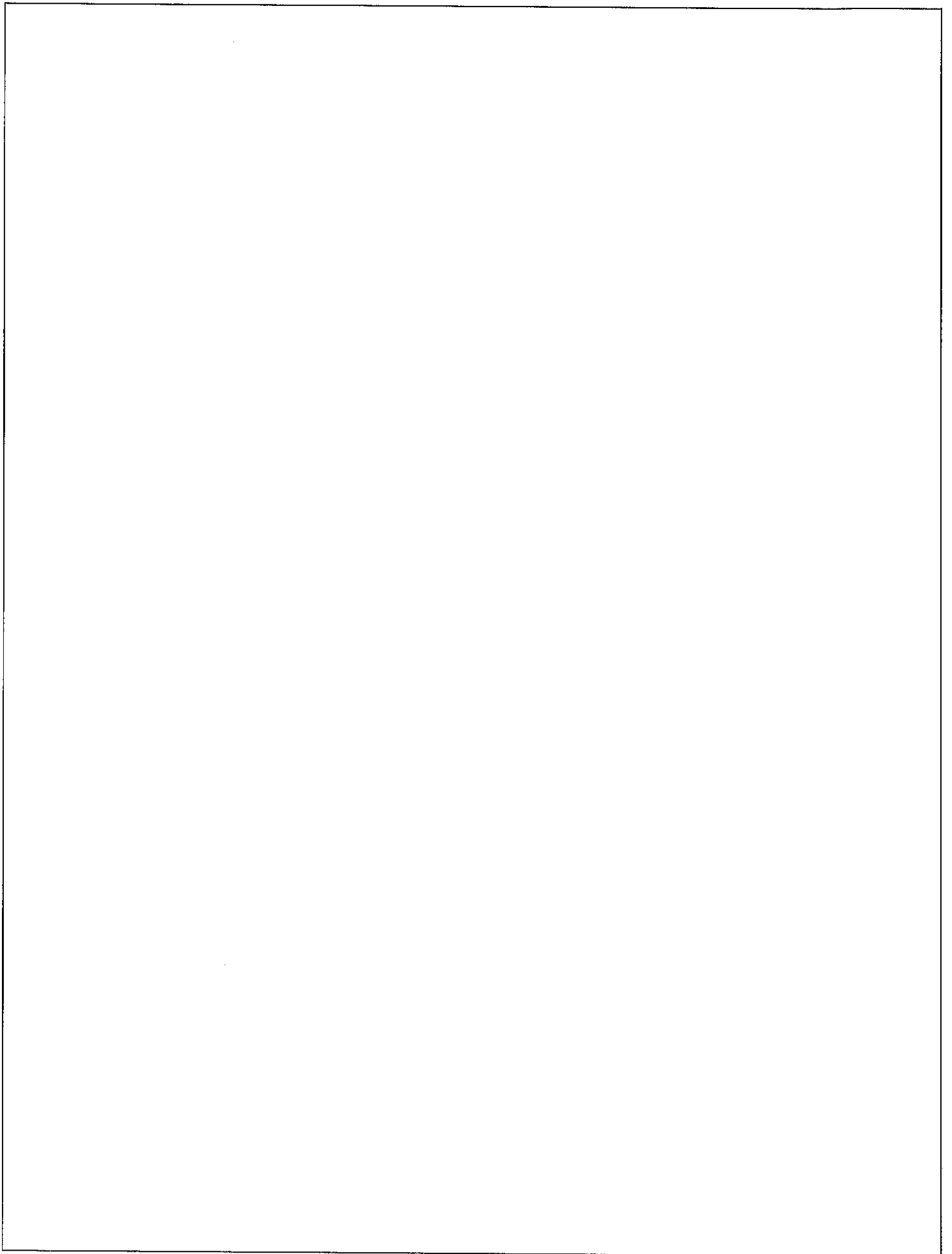
**DEPARTMENT APPROVALS**

<u>Indicate Date Contacted</u>	<b>The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.</b>		
<u>4/8/2024</u>	City Administrator Deanna McCusker (Liquor Licenses)	319-653-6584	<a href="mailto:dmccusker@washingtioniowa.gov">dmccusker@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/8/2024</u>	Police Chief      Jim Lester	319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/8/2024</u>	Fire Chief      Brendan DeLong	319-653-6584 x181	<a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/8/2024</u>	Streets      JJ Bell	319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/8/2024</u>	Parks      Nick Pacha	319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/8/2024</u>	County Environmental Health (if serving food): Jason Taylor	319-461-2876	<a href="mailto:jtaylor@co.washington.ia.us">jtaylor@co.washington.ia.us</a>
	Comments/Restrictions:		

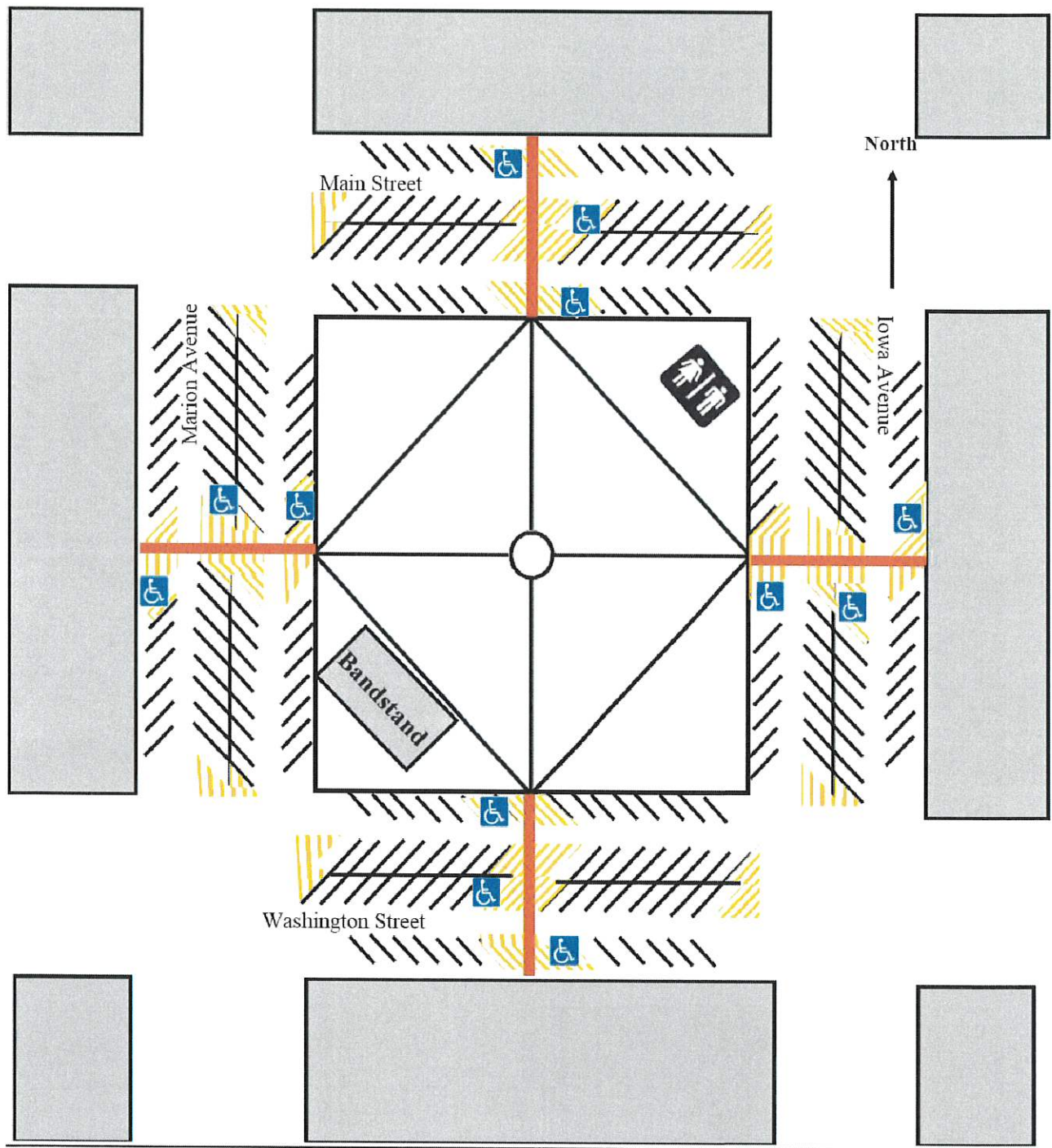
**CITY COUNCIL APPROVAL**

\_\_\_\_\_  
 City Clerk or Administrator Signature Date of Action Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_



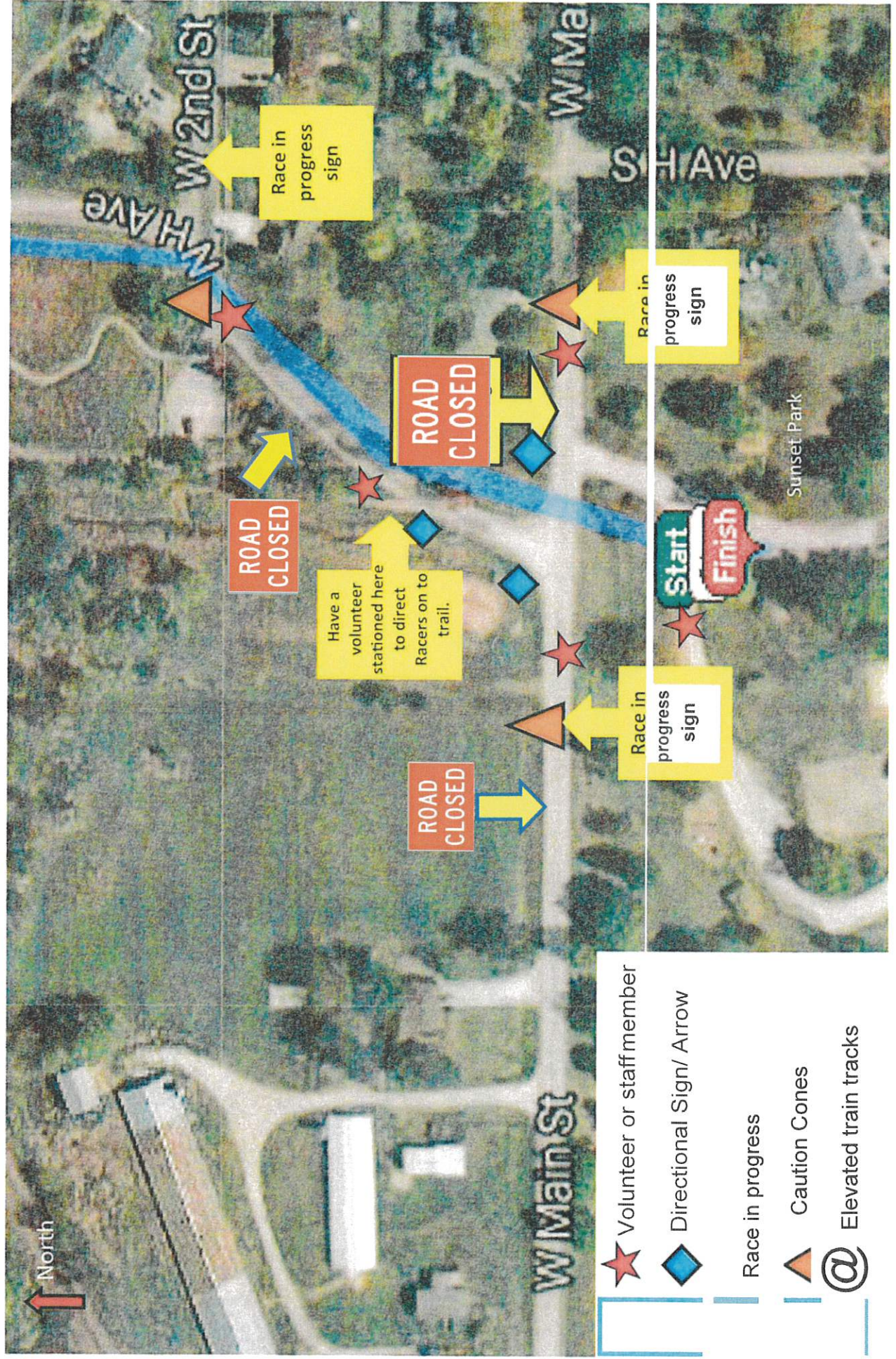
**Downtown Map (If Area Outside Downtown, Please Attach a Map):**



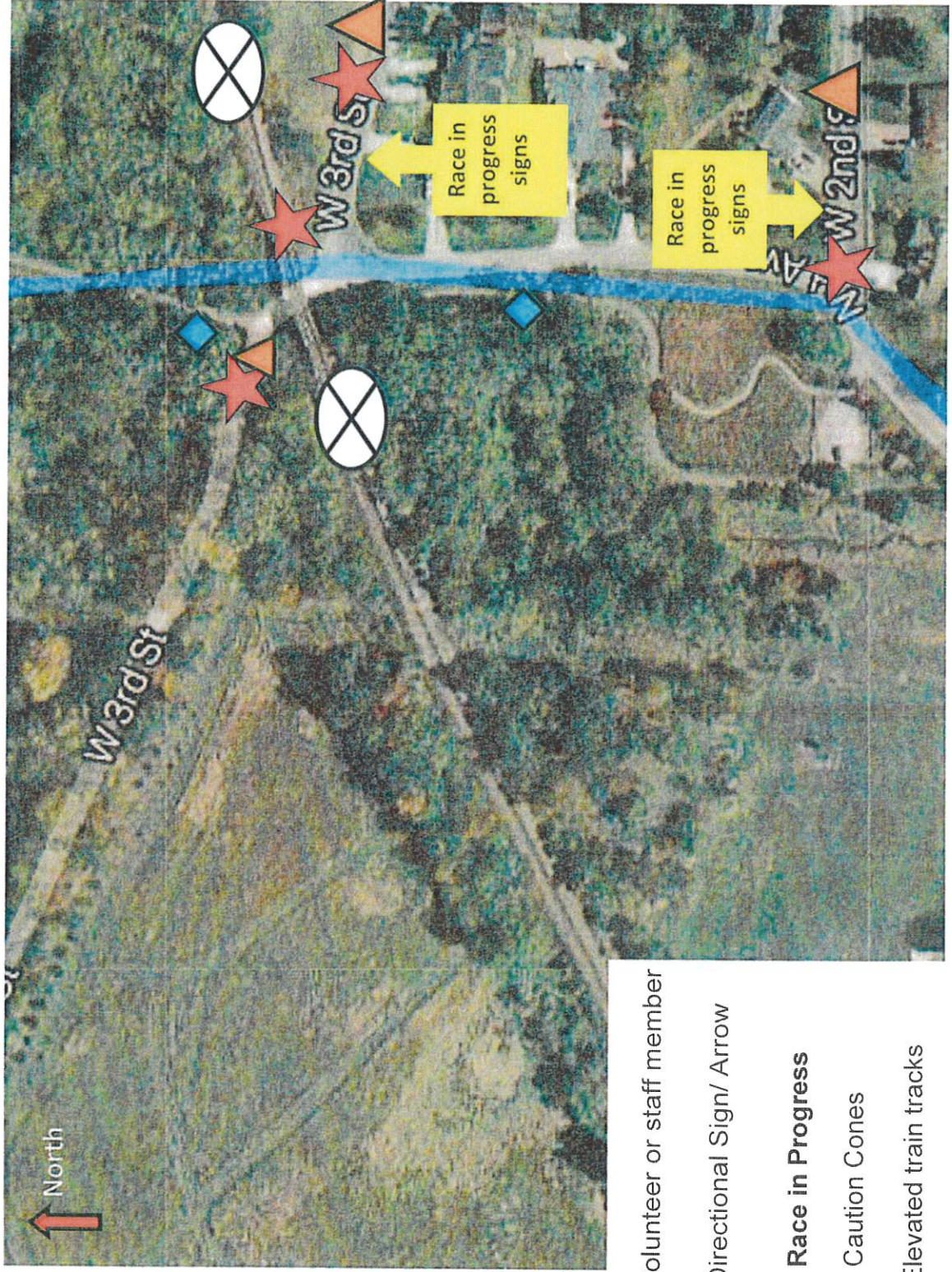
# 2024 Safety Plan for the 25th Annual Hospice of Washington County 5K Memorial Walk/Run (Page 1)

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

They will be wearing neon-colored safety vests. Race in Progress Signs along with orange cones will be placed on the streets to warn drivers of the race. Directional arrows will be employed where needed.



- ★ Volunteer or staff member
- ◆ Race in progress
- ▲ Caution Cones
- @ Elevated train tracks



Volunteer or staff member

Directional Sign/ Arrow

Race in Progress

Caution Cones

Elevated train tracks

6

@

# 2024 Safety Plan for the 25th Annual Hospice of Washington County 5K Memorial Walk/Run

## Page 3






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

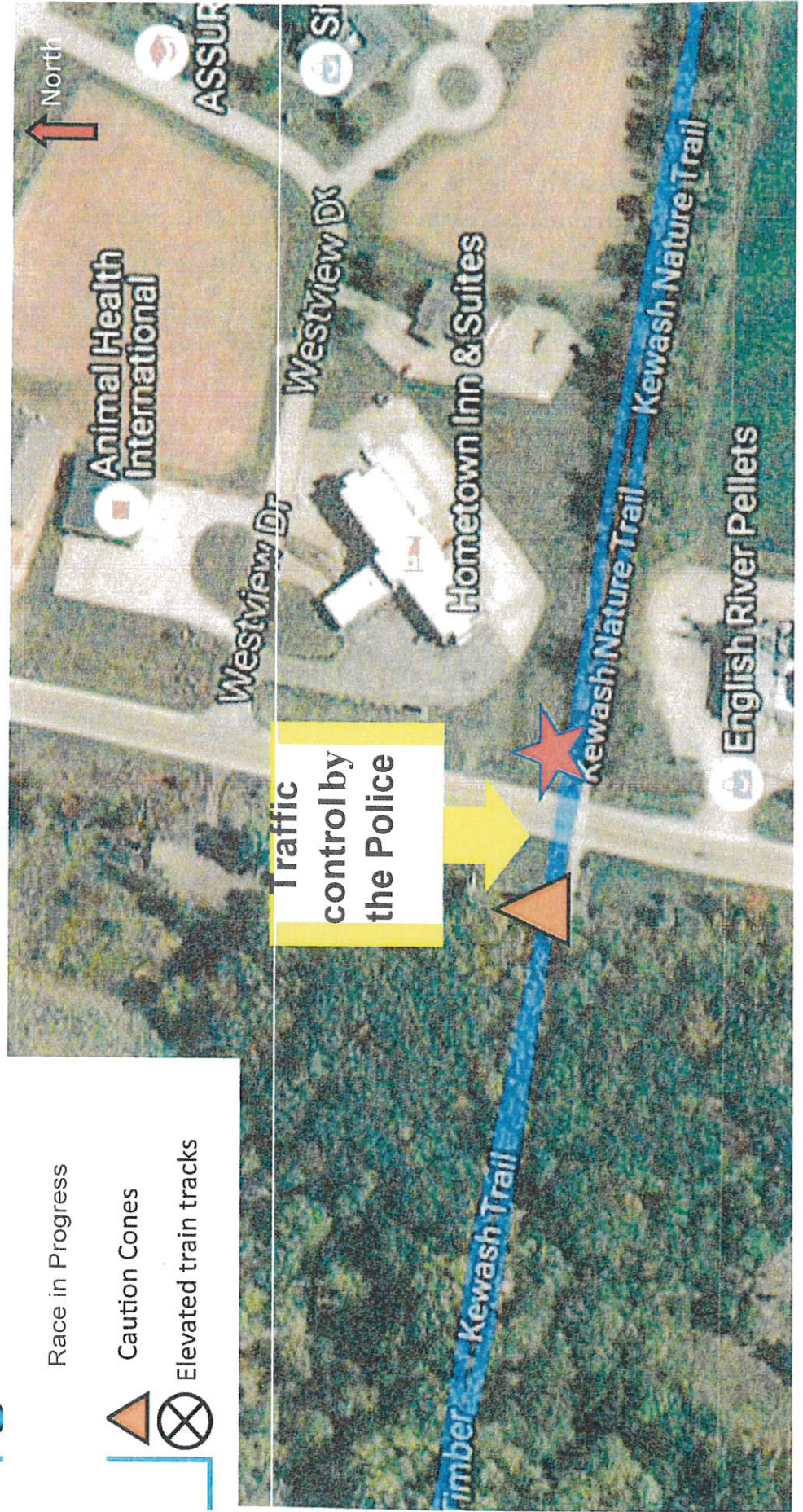


# 2024 Safety Plan for the 25th Annual Hospice of Washington County 5K Memorial Walk/Run

Page 4

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

-  Volunteer or staffmember
-  Directional Sign/Arrow
-  Race in Progress
-  Caution Cones
-  Elevated train tracks

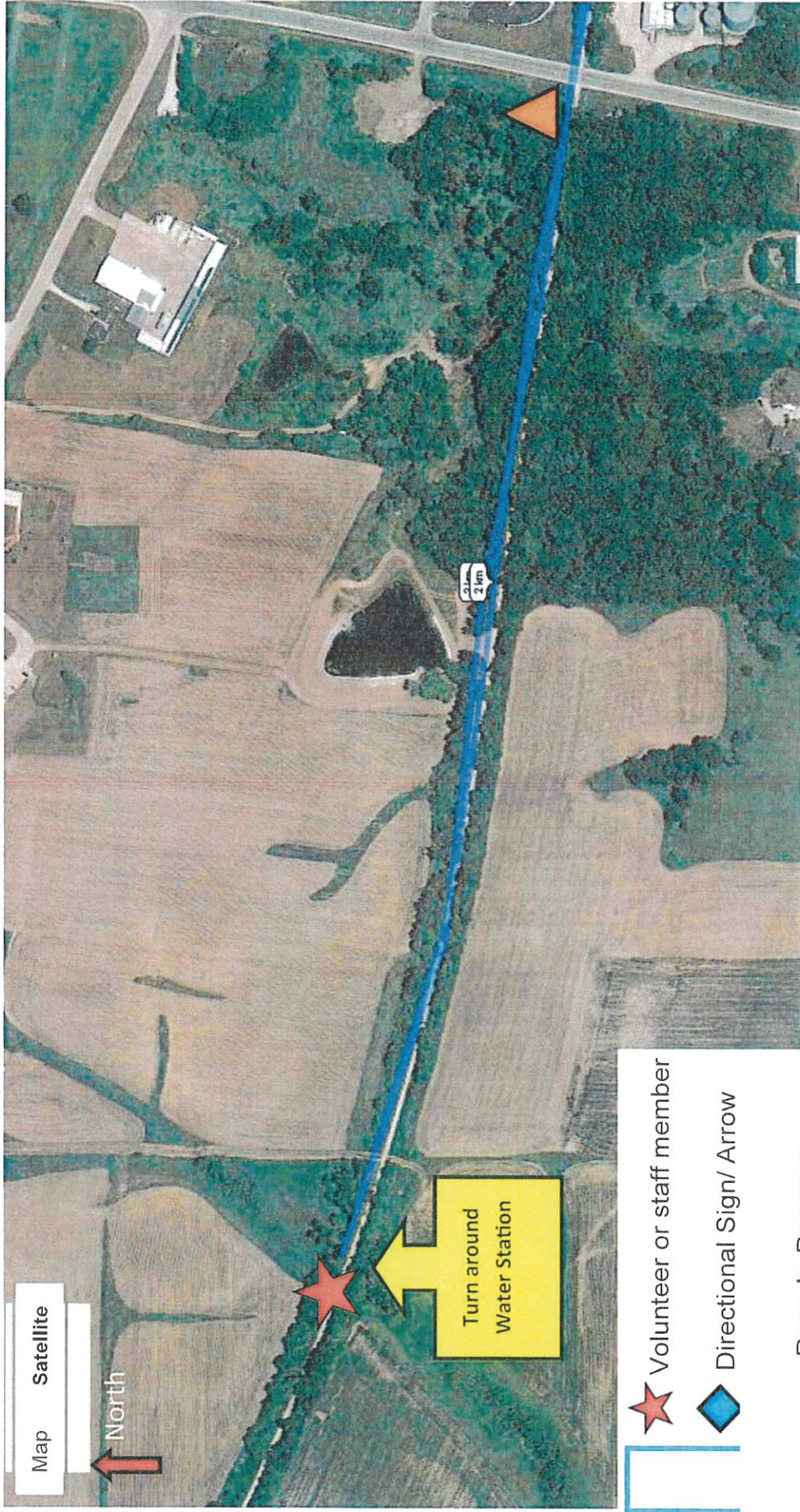




# 2024 Safety Plan for the 25th Annual Hospice of Washington County 5K Memorial Walk/Run

## Page 5

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



★ Volunteer or staff member

◆ Directional Sign/ Arrow

— Race In Progress

▲ Caution Cones

Ⓡ Elevated train tracks



### SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact info: Amanda J. Waugh, 319-653-6584 ext 131;  
[awaugh@washingtongov.com](mailto:awaugh@washingtongov.com)

**\*\*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: Farm & Home Mutual 150<sup>th</sup> Anniversary  
Coordinator: Barbara Wood  
Contact Number: 319 461 8808  
Email Address: bjbw7478@gmail.com

2. EVENT INFORMATION

Event Description: Music by Aces and Eight's  
Non Alcohol Drinks, Popcorn, Cake

Days/Dates of Event: 1 day - late afternoon to 7:30pm

Time(s) of Event: (Include Set Up/Tear Down Time) March 7, 2024

Event Location: 102 S. Iowa Ave Washington Iowa

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: S. Iowa Ave - Area Between Main & through  
Farm & Home Mutual & Arcadian Jewelry.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Requests

\_\_\_\_\_ Temporarily park in a "No Parking" area  
Location: \_\_\_\_\_

\_\_\_\_\_ Use of gators/UTV/ATV on City streets

\_\_\_\_\_ Use of City Park (specify park :  
Electrical Needs: \_\_\_\_\_

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

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

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

\_\_\_\_\_ Fireworks (specify location :)

\_\_\_\_\_ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

\_\_\_\_\_ Yield signs for crosswalks

Emergency "No Parking" Signs

\_\_\_\_\_ Garbage/Recycling Barrels

Traffic cones

\_\_\_\_\_ Street Sweeping following (parades)

\_\_\_\_\_ Picnic Tables

\_\_\_\_\_ Other (please specify :)

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

\_\_\_\_\_ Amplified Sound/Speaker System

\_\_\_\_\_ Recorded/Live Music

\_\_\_\_\_ Public Address System

\_\_\_\_\_ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: Barbara Lead

Phone: 319 461-8808

7. INSURANCE

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

\_\_\_\_\_ Certificate of Insurance provided and accepted \_\_\_\_\_ Certificate of Insurance not required

8. **AGREEMENT**

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DocuSigned by:  
*Nancy (Suzanne) Wood*  
846BEB6A2638436...

4/10/2024

Applicant/Sponsor Signature

Date

**DEPARTMENT APPROVALS**

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
4/10/2024	City Clerk (Liquor Licenses)	Amanda J. Waugh 319-653-6584 ext 131	<a href="mailto:awaugh@washingtioniowa.gov">awaugh@washingtioniowa.gov</a>
		Comments/Restrictions:	
	Police Chief	Jim Lester 319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
		Comments/Restrictions:	
	Fire Chief	Brendan DeLong 319-863-3332	<a href="mailto:firedept@washingtioniowa.gov">firedept@washingtioniowa.gov</a>
		Comments/Restrictions:	
	Streets	JJ Bell 319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
		Comments/Restrictions:	
	Parks	Nick Pacha 319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
		Comments/Restrictions:	
	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; <a href="mailto:jtaylor@co.washington.ia.us">jtaylor@co.washington.ia.us</a>		
		Comments/Restrictions:	

**CITY COUNCIL APPROVAL**

City Clerk Signature \_\_\_\_\_

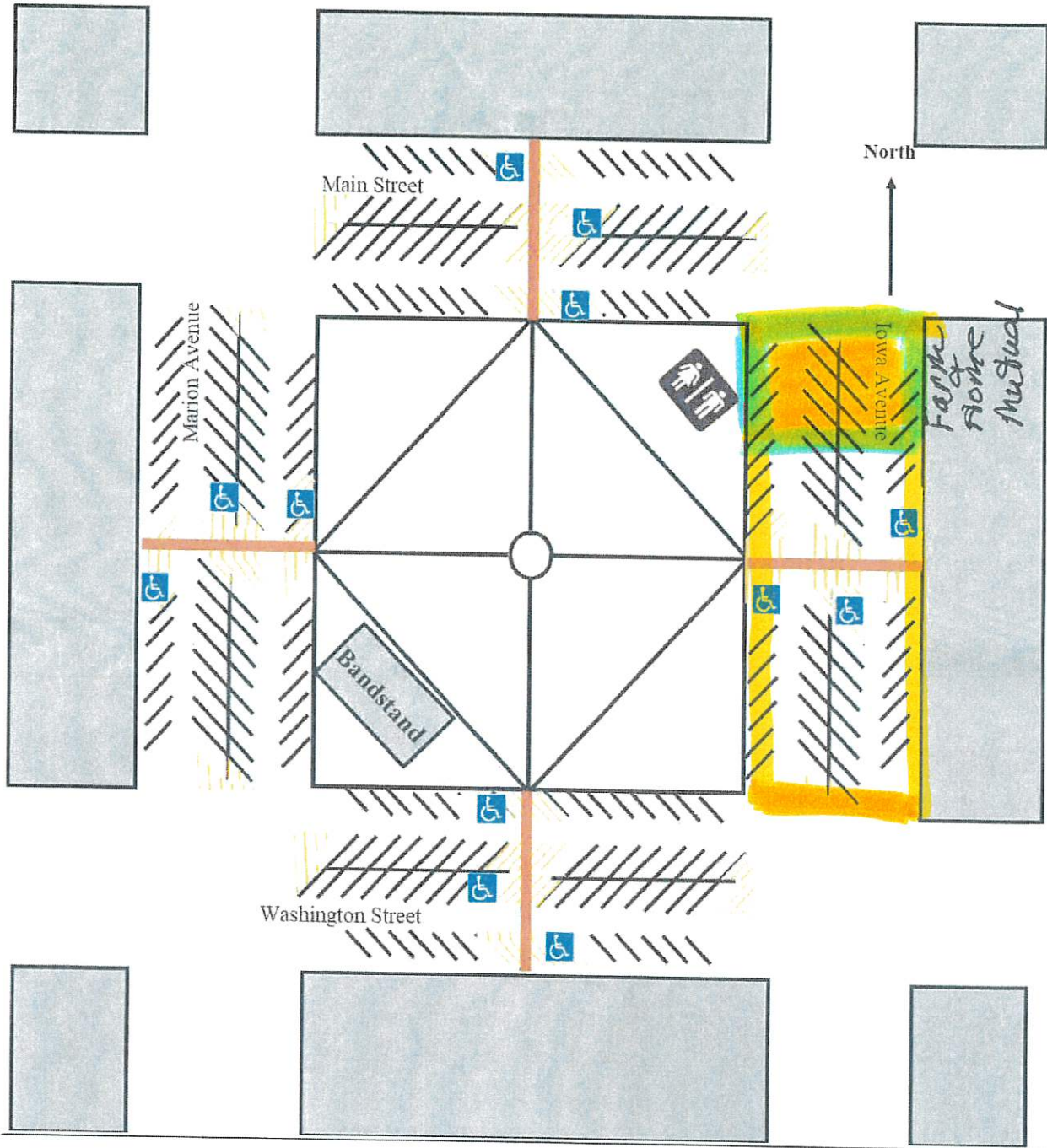
Date of Action \_\_\_\_\_

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

Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4-10-2024

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

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

PRODUCER <b>Associated Insurance Services</b>	CONTACT NAME: <b>Barbara Wood</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	PHONE (A/C No., Ext): <b>319 461 8808</b>	INSURER A: <b>Corinnet Mutual Ins</b>	
	E-MAIL ADDRESS: <b>barbara@thmedical.com</b>	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED  
**Farm Home Mutual Insurance Assoc.**

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<b>0000 935363</b> <b>5-22-2023</b> <b>5-22-2024</b>	<b>5/22/24</b> <b>5/22/24</b>		EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED.    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER <b>City of Washington Court</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>Barbara Wood</b>
---	--



# SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 E. Washington  
ATTN: City Administrator Deanna McCusker 319-653-6584  
dmccusker@washingtioniowa.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: JT's Sips

Coordinator: Julie Klett + Tina Conwell

Contact Number: 319-541-0411

Email Address: jtssips@gmail.com

2. **EVENT INFORMATION**

Event Description: Shop Hop - set up outside of Purposefully you

Days/Dates of Event: 4/19 or 4/20

Time(s) of Event: (Include Set Up/Tear Down Time) 4/19 = 6AM - 3PM 4/20 = 7AM - 3PM

Event Location: Outside Purposefully you

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

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

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

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

Description: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Other Requests

Temporarily park in a "No Parking" area  
location: \_\_\_\_\_

Use of gators/UTV/ATV on City streets

Use of City Park (specify park :  
Electrical Needs: \_\_\_\_\_

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

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

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

Fireworks (specify location :)

Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Yield signs for crosswalks

Emergency "No Parking" Signs

Garbage/Recycling Barrels

Traffic cones

Street Sweeping following (parades)

Picnic Tables

Other (please specify :)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

7. INSURANCE

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

Certificate of Insurance provided and accepted  Certificate of Insurance not required



**8. AGREEMENT**

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

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

*Julie Klett*  
Applicant/Sponsor Signature

4/9/24  
Date

**DEPARTMENT APPROVALS**

Indicate Date Contacted	<b>The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.</b>		
	City Administrator Deanna McCusker (Liquor Licenses)	319-653-6584	<a href="mailto:dmccusker@washingtioniowa.gov">dmccusker@washingtioniowa.gov</a>
	Comments/Restrictions:		
	Police Chief Jim Lester	319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:		
<i>Emailed 4/9/24</i>	Fire Chief Brendan DeLong	319-653-6584 x181	<a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a>
	Comments/Restrictions:		
	Streets JJ Bell	319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
	Comments/Restrictions:		
	Parks Nick Pacha	319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:		
	County Environmental Health (if serving food): Jason Taylor 319-461-2876 <a href="mailto:jtaylor@co.washington.ia.us">jtaylor@co.washington.ia.us</a>		
	Comments/Restrictions:		

**CITY COUNCIL APPROVAL**

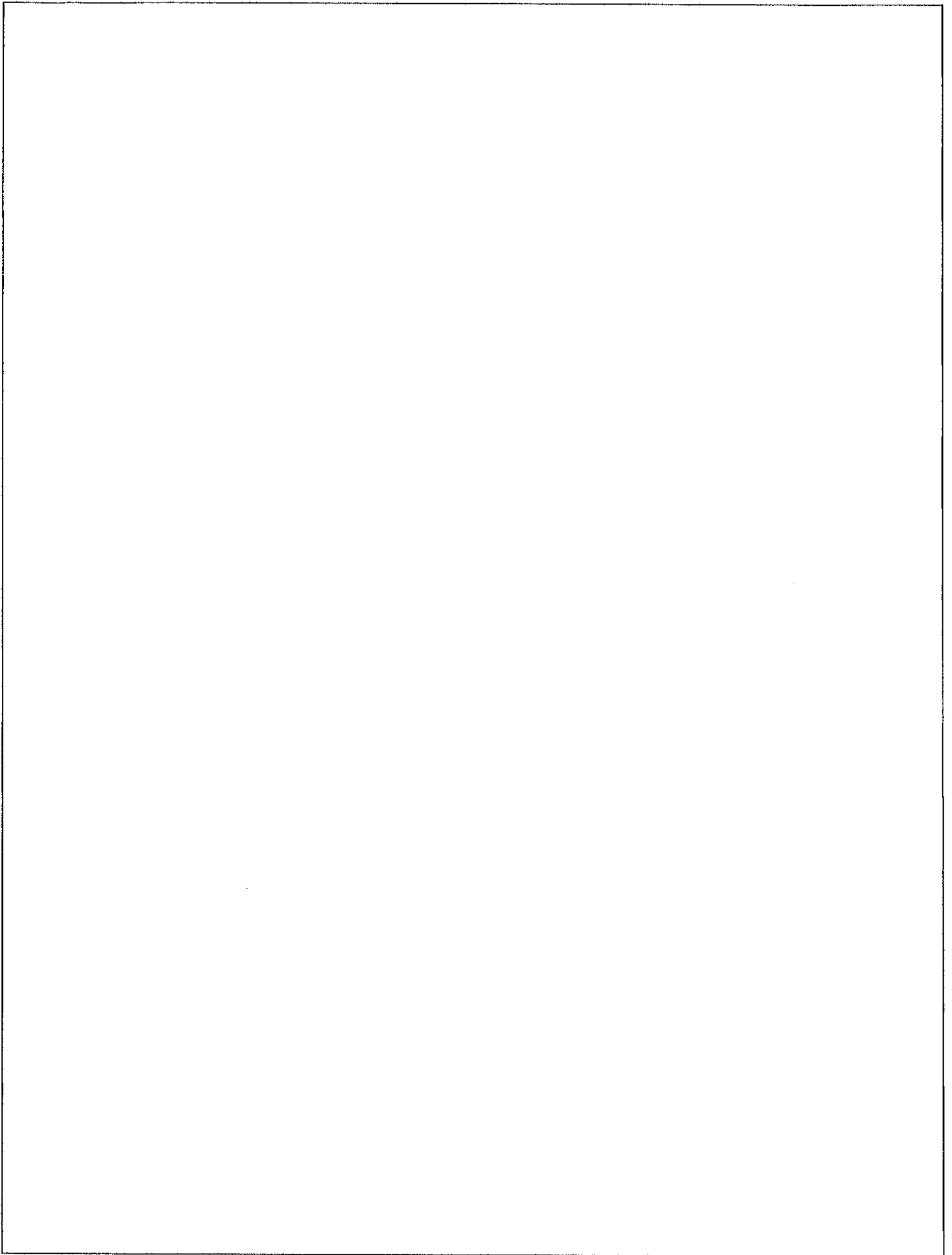
\_\_\_\_\_  
City Clerk or Administrator Signature

\_\_\_\_\_  
Date of Action

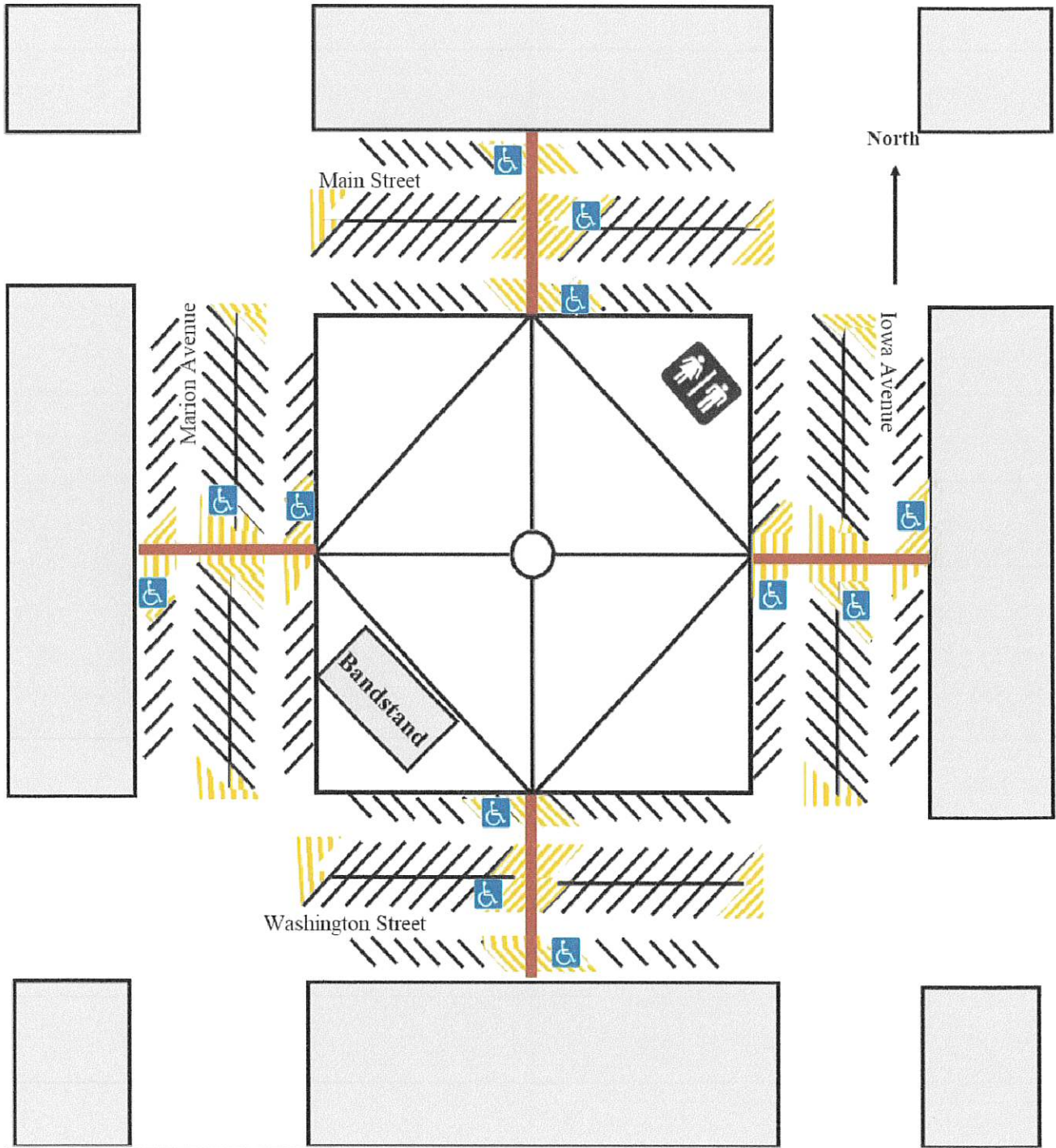
Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_



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





## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact info: Amanda J. Waugh, 319-653-6584 ext 131;  
[awaugh@washingtongov.com](mailto:awaugh@washingtongov.com)

**\*\*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: Memorial Day Observance

Coordinator: Michael D. York

Contact Number: 319-653-5393 or 319-461-1846

Email Address: mdyork48@yahoo.com

2. **EVENT INFORMATION**

Event Description: Memorial Day service open to the public

\_\_\_\_\_

Days/Dates of Event: Monday May 27, 2024

Time(s) of Event: (Include Set Up/Tear Down Time) 8:00 a.m. to 12:00 p.m.

Event Location: Central Park

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

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

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

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

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Other Requests**

Temporarily park in a "No Parking" area location : \_\_\_\_\_  
 Use of City Park (specify park : Central Park Electrical Needs: \_\_\_\_\_

Use of gators/UTV/ATV on City streets  
 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 :)

We would like to use some of the chairs that are stored in the bandstand

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: Michael D. York

Phone: 319-653-5393, 319-461-1846

**7. INSURANCE**

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

Certificate of insurance provided and accepted  Certificate of Insurance not required

**8. AGREEMENT**

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

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

Michael D. York  
Applicant/Sponsor Signature

4/10/2024  
Date

**DEPARTMENT APPROVALS**

<u>Indicate Date Contacted</u>	<b>The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.</b>		
<u>4/10/2024</u>	City Clerk (Liquor Licenses)	Amanda J. Waugh 319-653-6584 ext 131	<a href="mailto:awaugh@washingtioniowa.gov">awaugh@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/10/2024</u>	Police Chief	Jim Lester 319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/10/2024</u>	Fire Chief	Brendan DeLong 319-863-3332	<a href="mailto:firedept@washingtioniowa.gov">firedept@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4\10\2024</u>	Streets	JJ Bell 319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>4/10/2024</u>	Parks	Nick Pacha 319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:		
	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; <a href="mailto:jtaylor@co.washington.ia.us">jtaylor@co.washington.ia.us</a>		
	Comments/Restrictions:		

**CITY COUNCIL APPROVAL**

\_\_\_\_\_  
City Clerk Signature

\_\_\_\_\_  
Date of Action

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

Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/11/2024

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).

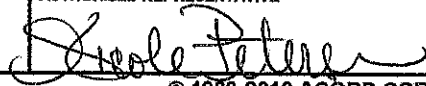
<b>PRODUCER</b>  Kennedy Insurance Agency Inc 213 S Iowa Ave Washington IA 52353	<b>CONTACT NAME:</b> Nicole Peterson <b>PHONE (A/C, No, Ext):</b> 319 653 3883 <b>E-MAIL ADDRESS:</b> kennedyins@outlook.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  LEON BEATTY POST 29 AMERICAN LEGION 519 W WASHINGTON BLVD WASHINGTON, IA 52353	<b>INSURER A:</b> GRINNELL MUTUAL REINSURANCE COMPANY	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		0000748697	9/7/2023	9/7/2024	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  City of Washington, Iowa	<b>CANCELLATION</b>  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 

**Proclamation**  
**Sexual Assault Awareness Month**  
**April 2024**

**Whereas**, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

**Whereas**, the goal of Sexual Assault Awareness Month is to raise public awareness about sexual violence and educate communities on how to prevent it; and

**Whereas**, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives (Smith et al., 2017); and

**Whereas**, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18 (Dube et al., 2005); and

**Whereas**, a line can be traced from sexual violence to systems of oppression – the theme of this year’s Sexual Assault Awareness Month campaign is “Building Connected Communities.” The campaign uplifts the role of inclusive, equitable, and connected communities in reducing sexual abuse, assault, and harassment; and

**Whereas**, our community joins advocates and communities across the county in taking action to prevent sexual violence; and

**Whereas**, our community’s achievements should be commended and we must continue our commitment to respect and support victims of domestic violence and to prevent future violence in our community.

**Now, therefore**, be it resolved that we, the City of Washington, do hereby proclaim the month of April 2024 to be:

**Sexual Assault Awareness Month**

in the City of Washington and urge all people to work together to create change and prevent sexual assault in our community.

Signed this 16<sup>th</sup> day of April 2024, in the City of Washington

---

Mayor Pro Tem Millie Youngquist  
City of Washington



**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
APRIL 16, 2024**

<b>POLICE</b>	ARNOLD MOTOR SUPPLY	HEAD LIGHT	6.34	
	ACE ELECTRIC. INC	GENERATOR MAINTENANCE	215.02	
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	171.82	
	COBB OIL CO, INC.	FUEL	2,277.85	
	CUSTOM IMPRESSIONS INC	NOTARY STAMP	28.95	
	FERGUSON, EMILY	REFUND OF PARKING TKT OVERPAYMENT	5.00	
	GALLS LLC	NAME PLATE-NEW HIRE	12.33	
	IOWA POLICE CHIEFS ASSOCIATION	CONFERENCE-LESTER/S ALTENHOFEN	300.00	
	KCII	ADVERTISING	106.08	
	KCTC	PHONE & INTERNET	199.36	
	KIECK'S CAREER APPAREL & UNIFORMS	UNIFORMS-BRDECKA, BURKHART	576.23	
	MARCO, INC.	COPIER/PRINTER LEASE	449.99	
	SECRETARY OF STATE	NOTARY RENEWAL - HILL	30.00	
	SECTOR	MOUNTS/TABLET	765.52	
	VERIZON WIRELESS	WIRELESS SERVICE	1,201.79	
	WASHINGTON AUTO CENTER	FUEL LINE REPAIR	629.65	
		<b>TOTAL</b>	<b>6,975.93</b>	
	<b>FIRE</b>	ACE ELECTRIC. INC	GENERATOR MAINTENANCE	215.02
		ACE-N-MORE	BATTERIES	25.99
		ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
ARMSTRONG HEATING & AC INC		SERVICE	422.71	
CJ COOPER & ASSOC.		EMPLOYEE SCREENINGS	50.00	
COBB OIL CO, INC.		FUEL	448.39	
FELD FIRE		HANDLE	32.50	
GALLS LLC		JACKETS	248.77	
KCTC		PHONE & INTERNET	150.19	
RESA _____		FIRE SCHOOL REGISTRATION	500.00	
VERIZON WIRELESS		WIRELESS SERVICE	80.02	
		<b>TOTAL</b>	<b>2,206.09</b>	
<b>EMS</b>		IA EMERGENCY MEDICAL SRVS ASSOC.	MEMBERSHIP	250.00
			<b>TOTAL</b>	<b>250.00</b>
<b>DEVELOPMENT SERV</b>	AMAZON CAPITAL SERVICES	SAFETY SUPPLIES	319.96	
	COBB OIL CO, INC.	FUEL	90.43	
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	488.75	
	VERIZON WIRELESS	WIRELESS SERVICE	179.24	
		<b>TOTAL</b>	<b>1,078.38</b>	
<b>LIBRARY</b>	ACE-N-MORE	AIR FILTERS	125.82	
	ALL AMERICAN PEST CONTROL	PEST CONTROL	40.00	
	ALLIANT ENERGY	ALLIANT ENERGY	1,730.05	
	ARMSTRONG HEATING & AC INC	JANITORIAL SUPPLIES	64.20	
	CINTAS CORP LOC. 342	MAT SERVICE	102.64	
	KCTC	TELECOMMUNICATIONS	368.11	
	WASHINGTON RENTAL	RENTAL OF FLOOR CLEANER	57.00	
		<b>TOTAL</b>	<b>2,487.82</b>	
	<b>PARKS</b>	ALLIANT ENERGY	ALLIANT ENERGY	943.94
AMAZON CAPITAL SERVICES		SIGNS	54.70	
BEACON ATHLETICS		SUPPLIES	434.00	
CENTRAL IOWA DISTRIBUTING		SUPPLIES	335.00	

	COBB OIL CO, INC.	FUEL	129.99
	KCTC	PHONE & INTERNET	340.21
	STOUT COMPANIES	GRASS SEED & FERTILIZER	1,598.99
	WASHINGTON RENTAL	CHAIN SAW & SHARPENING/REPAIRS	522.95
		<b>TOTAL</b>	<b>4,359.78</b>
<b>POOL</b>	ALLIANT ENERGY	ALLIANT ENERGY	77.57
	KCTC	PHONE & INTERNET	15.95
		<b>TOTAL</b>	<b>93.52</b>
<b>CEMETERY</b>	ARNOLD MOTOR SUPPLY	MOWER OIL/FILTERS/& BACKHOE BATTERY	473.87
	COBB OIL CO, INC.	FUEL	421.48
	KCTC	PHONE & INTERNET	120.28
	MID-AM RES. CHEMICAL CORP	GREASE	147.18
	VERIZON WIRELESS	WIRELESS SERVICE	46.41
		<b>TOTAL</b>	<b>1,209.22</b>
<b>FINANCIAL ADMIN</b>	ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
	ACE ELECTRIC. INC	GENERATPR MAINTENANCE	215.01
	ALBERT, KIRK	MILEAGE REIMBURSEMENT	88.43
	BAKER PAPER & SUPPLY	COPY PAPER	246.80
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	161.00
	GOOGLE LLC	EMAIL SUBSCRIPTION	395.99
	IOWA ASSN. OF MUNICIPAL UTILITIES	1ST QTR SAFETY TRAINING	1,740.00
	KCII	ADVERTISING	346.00
	KCTC	PHONE & INTERNET	1,079.15
	KIWANIS WASHINGTON AMer's	DUES & MEALS-DEANNA	76.50
	PURCHASE POWER	POSTAGE REFILL	1,101.93
	QUILL	OFFICE SUPPLIES	309.95
	TRANE U.S. INC.	FURNACE- SERVICE AGREEMENT	3,480.00
	VERIZON WIRELESS	WIRELESS SERVICE	86.42
	WASH CHAMBER OF COMMERCE	THUR NITE LIVE/RIDICULOUS- SPONSOR	2,250.00
	WASH CO RECORDER	EASEMENT RECORDING	22.00
	WMPF GROUP LLC	LEGAL ADVERTISING	187.53
		<b>TOTAL</b>	<b>11,819.21</b>
<b>AIRPORT</b>	L.J. ROTH RECONSTRUCTION INC.	REPAIR MINI SPLIT	380.00
	VETTER'S INC-CULLIGAN WATER	AIRPORT WATER	91.74
	KCII	ADVERTISING	106.08
	MARIE ELECTRIC INC.	LABOR FOR PAPI	135.00
	WINDSTREAM IOWA COMMUNICATIONS	APRIL SERVICE	215.37
	VERIZON WIRELESS	WIRELESS SERVICE	46.41
		<b>TOTAL</b>	<b>974.60</b>
<b>ROAD USE</b>	ACE-N-MORE	SUPPLIES	245.97
	AMAZON CAPITAL SERVICES	SCALE-YARD WASTE BAGS	62.13
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	200.00
	COBB OIL CO, INC.	FUEL	954.24
	ELLIOTT EQUIPMENT CO	SWEEPER PARTS	183.95
	IDEAL READY MIX	HARRISON & 6TH ST	1,540.00
	IOWA PRISON INDUSTRIES	SIGNS	110.40
	MIDWEST FRAME AND AXLE	SNOW PLOW PARTS	1,047.64
	WASHINGTON DISCOUNT TIRE	SERVICE CALL/TRAILER TIRE REPAIR	101.17
		<b>TOTAL</b>	<b>4,445.50</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	338.29

		<b>TOTAL</b>	<b>338.29</b>
<b>INDUSTRIAL DEVELOP</b>	<b>WEDG</b>	WEDGE SHARE- 915 E TYLER	4,298.88
		<b>TOTAL</b>	<b>4,298.88</b>
<b>BUILDING &amp; FACILITY MAINT</b>	<b>JOHNSON CONTROLS</b>	HEAT PUMP REPLACEMENT	8,334.00
		<b>TOTAL</b>	<b>8,334.00</b>
<b>LIBRARY</b>	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	10.32
	BAKER & TAYLOR	LIBRARY MATERIALS	1,495.75
	BISKUPIC, MARY	WRITERS WORKSHOP	50.00
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	47.23
	MADE IN THE SHADE-EASTERN IA	SHADES FOR WSB ROOM	1,327.64
	OVERDRIVE, INC.	DIGITAL MATERIALS	445.07
	PROQUEST LLC	ANCESTRY SUBSCRIPTION	2,792.50
	STAPLES BUSINESS ADVANTAGE	PROGRAM SUPPLIES	37.20
		<b>TOTAL</b>	<b>6,205.71</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	2,744.43
	COBB OIL CO, INC.	FUEL	81.01
	ELECTRIC PUMP	SERVICE AGREEMENT/VFD REPLACEMENT	6,016.94
	EPPERLY, RANDY	MILEAGE REIMBURSEMENT	12.45
	GLOBAL PAYMENTS	DC/CC ADMIN FEE	5,046.28
	HACH COMPANY	CHEMICALS	2,069.46
	HOLT SUPPLY COMPANY	SUPPLIES	431.66
	IA DEPT OF REVENUE	WET TAX	7,915.95
	JETCO	2 YR SCADA CONTRACT	26,496.00
	KCTC	PHONE & INTERNET	158.67
	MIDWEST ALARM	ANNUAL FIRE ALARM MONITORI	742.92
	VERIZON WIRELESS	WIRELESS SERVICE	46.41
		<b>TOTAL</b>	<b>51,762.18</b>
<b>WATER DISTRIBUTION</b>	ACE-N-MORE	SUPPLIES	13.99
	ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
	COBB OIL CO, INC.	FUEL	217.34
	KCTC	PHONE & INTERNET	104.31
	USA BLUEBOOK	HYDRANT GRATE VALVES	675.20
	VERIZON WIRELESS	WIRELESS SERVICE	46.41
		<b>TOTAL</b>	<b>1,092.25</b>
<b>WATER CAPITAL PROJ</b>	QUAD CITIES WINWATER	S AVENUE B SUPPLIES	7,083.20
		<b>TOTAL</b>	<b>7,083.20</b>
<b>SEWER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	21.80
	AMAZON CAPITAL SERVICES	CHAIR WHEELS	51.42
	COBB OIL CO, INC.	FUEL	440.29
	DETECTION INSTRUMENTS CORPORATION	H2S METER CALIBRATION	366.09
	ELECTRICAL ENGINEERING & EQUIPMENT CO	FUSES FOR LEXINGTON	144.04
	IA DEPT OF REVENUE	SALES TAX	2,009.66
	IOWA PUMP WORKS INC	LEXINGTON LIFT STATION REP	3,139.25
	KCTC	PHONE & INTERNET	197.67
	MORNING SUN FARM	PARTS	193.40
	ONSITE SERVICES SOLUTIONS, LLC	METER CALIBRATION	4,115.00
	STATE HYGIENIC LAB	CERTIFIED TOXCITY TESTING	264.50
	USA BLUEBOOK	LAB SUPPLIES	430.65

	VERIZON WIRELESS	WIRELESS SERVICE	92.82
	WINDSTREAM IOWA COMMUNICATIONS	APRIL SERVICE	67.43
		<b>TOTAL</b>	<b>11,534.02</b>
<b>SEWER COLLECTION</b>	AMAZON CAPITAL SERVICES	RUBBER GLOVES	75.41
	ARNOLD MOTOR SUPPLY	SUPPLIES	37.20
	COBB OIL CO, INC.	FUEL	595.16
	KCTC	PHONE & INTERNET	104.31
	MOSE LEVY CO INC	METAL	7.14
	VERIZON WIRELESS	WIRELESS SERVICE	38.01
		<b>TOTAL</b>	<b>857.23</b>
<b>SANITATION</b>	JOHNSON COUNTY REFUSE INC	REFUSE PICKUP- MONTHLY/CAN SWAPS	48,414.95
		<b>TOTAL</b>	<b>48,414.95</b>
<b>SELF INSURANCE</b>	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	381.60
		<b>TOTAL</b>	<b>381.60</b>
			<b>176,202.36</b>

CITY OF WASHINGTON, IOWA  
MONTH TO DATE TREASURERS REPORT  
MARCH 31, 2024

FUND	3/1/2024		REVENUES NOT YET RECEIVED	3/31/2024	
	BEGINNING CASH BALANCE	M-T-D REVENUES		M-T-D EXPENDITURES	ENDING CASH BALANCE
001-GENERAL FUND	887,197.32	169,974.05	-	373,056.45	684,114.92
002-AIRPORT FUND	366,241.12	35,300.03	-	42,067.60	359,473.55
010-CHAMBER REIMBURSEMENT	1,499.58	27,097.70	-	16,630.41	11,966.87
011-MAIN STREET REIMBURSEMENT	3,477.21	4,701.65	-	5,453.30	2,725.56
012-WEDG REIMBURSEMENT	6,158.63	9,573.26	-	12,996.83	2,735.06
050-DOWNTOWN INCENTIVE GRANT	231,473.15	100,000.00	-	-	331,473.15
110-ROAD USE	554,840.59	86,486.74	-	58,185.61	583,141.72
112-EMPLOYEE BENEFITS	-	32,891.09	-	32,891.09	-
113-LIABILITY INSURANCE	-	-	-	-	-
114-EMERGENCY LEVY	-	2,479.85	-	2,479.85	-
121-LOCAL OPTION SALES TAX	-	74,357.65	-	74,357.65	-
122-LOST DEBT SERVICE	133,070.00	-	-	-	133,070.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	143,789.65	-	-	24,083.89	119,705.76
125-UNIF COMM UR-NE IND	-	13,891.01	-	13,891.01	-
126-SE RES UR	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	-	-	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-
129-SC RES UR	3,195.61	2,448.34	-	-	5,643.95
130-URBAN RENEWAL AREA #3D	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-
132-UNIF COMM UR - EBD	-	23,762.37	-	23,762.37	-
133-UNIF COMM UR-IRE	81,374.13	-	-	81,374.13	-
134-DOWNTOWN COMM UR	(85.65)	-	-	-	(85.65)
145-HOUSING REHABILITATION	(3,758.32)	100,000.00	-	-	96,241.68
146-LIMITIF SET-ASIDE	169,015.79	-	-	100,000.00	69,015.79
200-DEBT SERVICE	413,772.72	37,381.81	-	-	451,154.53
300-CAPITAL EQUIPMENT	535,406.58	47,287.94	-	247.00	582,447.52
301-CAPITAL PROJECTS FUND	313,154.81	46,960.87	-	3,676.00	356,439.68
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	842,261.42	157,076.27	-	100,000.00	899,337.69
308-INDUSTRIAL DEVELOPMENT	537,223.64	9,366.99	-	9,980.92	536,609.71
309-MUNICIPAL BUILDING	-	-	-	-	-
310-WELLNESS PARK	(128,097.96)	37,000.00	-	-	(91,097.96)
311-SIDEWALK REPAIR & REPLACE	79,128.86	-	-	-	79,128.86
312-TREE REMOVAL & REPLACE	17,298.59	-	-	-	17,298.59
315-RESIDENTIAL DEVELOPMENT	548,437.40	2,290.69	-	390.00	550,338.09
317-ARPA CAPITAL PROJECTS	755,307.76	2,916.64	-	-	758,224.40
325-BUILDING & FACILITY MAINT	87,560.83	-	-	-	87,560.83
510-MUNICIPAL BAND	12,081.96	25.00	-	-	12,106.96
520-DOG PARK	3,929.13	-	-	-	3,929.13
530-TREE COMMITTEE	13,604.12	3,560.00	-	31.20	17,132.92
535-NEIGHBORHOOD PRIDE	-	-	-	-	-
540-POLICE FORFEITURE	3,631.25	-	-	-	3,631.25
541-K-9 PROGRAM	4,418.26	300.00	-	75.00	4,643.26
545-SAFETY FUND	5,802.33	-	-	-	5,802.33
550-PARK GIFT	99,175.87	217.96	-	38,301.30	61,092.53
570-LIBRARY GIFT	129,014.41	1,192.37	-	61,604.97	68,601.81
580-CEMETERY GIFT	2,023.00	-	-	-	2,023.00
590-CABLE COMMISSION	-	-	-	-	-
600-WATER UTILITY	890,088.61	52,584.34	-	113,860.86	828,812.09
601-WATER DEPOSIT FUND	32,105.00	2,100.00	-	750.00	33,455.00
602-WATER SINKING	-	-	-	-	-
603-WATER CAPITAL PROJECTS	203,027.00	-	-	12,723.53	190,303.47
610-SANITARY SEWER	1,023,045.80	368,107.04	-	116,988.87	1,274,163.97
612-SEWER SINKING	-	-	-	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-
670-SANITATION	187,092.15	56,678.61	-	49,230.74	194,540.02
910-LIBRARY TRUST	-	-	-	-	-
950-SELF INSURANCE	554,958.75	3,022.69	-	10,695.20	547,286.24
951-UNEMPLOYMENT SELF INS	79,221.56	233.53	-	-	79,455.09
<b>TOTAL BALANCE</b>	<b>9,901,332.66</b>	<b>1,511,266.49</b>	<b>-</b>	<b>1,379,785.78</b>	<b>10,032,813.37</b>

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	3,521,812.36 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	598,313.60	0.20%
Wash St - Farm Mgmt Acct	214,174.34	
Wash St Bank - CD 1/14/2019	532,133.28	0.65%
Wash St Bank - CD 08/30/2018	273,098.80	0.65%
Wash St Bank - ISC Account	4,892,930.99	4.25%
<b>TOTAL CASH IN BANK</b>	<b>10,032,813.37</b>	

(1) Washington State Bank	3,624,641.46
Outstanding Deposits & Checks/Wages payable	(102,829.10)
<b>TOTAL</b>	<b>3,521,812.36</b>

CITY OF WASHINGTON, IOWA  
YEAR TO DATE TREASURERS REPORT  
MARCH 31, 2024

FUND	7/1/2023	Y-T-D	REVENUES NOT	Y-T-D	EXPENSES NOT	3/31/2024
	BEGINNING					REVENUES
	CASH BALANCE					BALANCE
001-GENERAL FUND	1,065,425.77	3,001,122.31	-	3,382,643.20	210.04	684,114.92
002-AIRPORT FUND	369,888.93	272,744.86	-	283,160.24	-	359,473.55
010-CHAMBER REIMBURSEMENT	10,088.48	126,701.24	-	124,822.85	-	11,966.87
011-MAIN STREET REIMBURSEMENT	-	42,469.05	-	39,767.69	24.20	2,725.56
012-WEDG REIMBURSEMENT	3,086.13	82,438.38	-	82,852.33	62.88	2,735.06
050-DOWNTOWN INCENTIVE GRANT	231,473.15	100,000.00	-	-	-	331,473.15
110-ROAD USE	687,333.66	836,099.20	-	940,316.24	25.10	583,141.72
112-EMPLOYEE BENEFITS	-	561,461.37	-	561,461.37	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	42,358.52	-	42,358.52	-	-
121-LOCAL OPTION SALES TAX	-	960,570.57	-	960,570.57	-	-
122-LOST DEBT SERVICE	-	156,640.00	-	23,570.00	-	133,070.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	147,401.86	63,780.39	-	91,476.49	-	119,705.76
125-UNIF COMM UR-NE IND	-	51,252.51	-	51,252.51	-	-
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	21,662.52	-	21,662.52	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	-	57,281.00	-	51,637.05	-	5,643.95
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	23,762.37	-	23,762.37	-	-
133-UNIF COMM UR-IRE	-	81,374.13	-	81,374.13	-	-
134-DOWNTOWN COMM UR	-	4,521.33	-	4,606.98	-	(85.65)
145-HOUSING REHABILITATION	54,710.32	100,000.00	-	58,468.64	-	96,241.68
146-LMI TIF SET-ASIDE	150,745.64	18,270.15	-	100,000.00	-	69,015.79
200-DEBT SERVICE	16,506.81	591,963.97	-	157,316.25	-	451,154.53
300-CAPITAL EQUIPMENT	445,916.32	257,133.91	-	120,602.71	-	582,447.52
301-CAPITAL PROJECTS FUND	1,474,256.29	1,239,356.37	-	2,357,172.98	-	356,439.68
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	588,609.77	487,707.92	-	176,980.00	-	899,337.69
308-INDUSTRIAL DEVELOPMENT	469,288.85	158,769.89	-	91,449.03	-	536,609.71
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	119,024.95	228,804.95	-	438,927.86	-	(91,097.96)
311-SIDEWALK REPAIR & REPLACE	131,806.86	771.00	-	53,449.00	-	79,128.86
312-TREE REMOVAL & REPLACE	20,198.59	-	-	2,900.00	-	17,298.59
315-RESIDENTIAL DEVELOPMENT	525,931.88	31,618.21	-	7,212.00	-	550,338.09
317-ARPA CAPITAL PROJECTS	876,257.81	25,559.59	-	143,593.00	-	758,224.40
325-BUILDING & FACILITY MAINT	87,560.83	-	-	-	-	87,560.83
510-MUNICIPAL BAND	8,051.96	4,055.00	-	-	-	12,106.96
520-DOG PARK	4,178.88	-	-	249.75	-	3,929.13
530-TREE COMMITTEE	14,584.57	5,660.00	-	3,111.65	-	17,132.92
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	3,631.25	-	-	-	-	3,631.25
541-K-9 PROGRAM	1,726.70	6,836.86	-	3,920.30	-	4,643.26
545-SAFETY FUND	5,102.33	1,000.00	-	300.00	-	5,802.33
550-PARK GIFT	99,369.21	1,627.14	-	39,903.82	-	61,092.53
570-LIBRARY GIFT	316,691.26	189,471.87	-	437,561.32	-	68,601.81
580-CEMETERY GIFT	2,023.00	7,480.00	-	7,480.00	-	2,023.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	511,522.13	1,481,950.07	-	1,164,781.18	121.07	828,812.09
601-WATER DEPOSIT FUND	32,295.00	13,050.00	-	11,890.00	-	33,455.00
602-WATER SINKING	-	36,290.00	-	36,290.00	-	-
603-WATER CAPITAL PROJECTS	-	1,889,072.67	-	1,698,769.20	-	190,303.47
610-SANITARY SEWER	478,609.98	1,979,182.38	-	1,183,772.46	144.07	1,274,163.97
612-SEWER SINKING	-	110,363.75	-	110,363.75	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-	-
670-SANITATION	122,798.78	512,258.60	-	440,517.36	-	194,540.02
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	545,813.94	51,598.35	-	50,126.05	-	547,286.24
951-UNEMPLOYMENT SELF INS	77,725.61	3,986.48	-	2,257.00	-	79,455.09
<b>TOTAL BALANCE</b>	<b>9,778,807.50</b>	<b>15,920,078.88</b>	<b>-</b>	<b>15,666,660.37</b>	<b>(587.36)</b>	<b>10,032,813.37</b>

Cash in Bank - Pooled Cash

Wash St. Bank - Operating Account	3,521,812.36	(1)
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	
Investment in IPAIT	598,313.60	
Wash St - Farm Mgmt Acct	214,174.34	
Wash St Bank - CD 1/14/2019	532,133.28	
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Wash St Bank - ISC Account	4,892,930.99	
<b>TOTAL CASH IN BANK</b>	<b>10,032,813.37</b>	

Interest Rate

Wash St. Bank - Operating Account	0.20%
Wash St. Bank - Airport Fuel Account	-
Cash in Drawer	N/A
Investment in IPAIT	0.20%
Wash St - Farm Mgmt Acct	-
Wash St Bank - CD 1/14/2019	0.65%
Wash St Bank - CD 08/30/2018	0.65%
Wash St Bank - ISC Account	4.25%

(1) Washington State Bank  
Outstanding Deposits & Checks/Wages payable  
3,521,812.36

**RESOLUTION NO. 2024-\_\_\_\_\_**

**RESOLUTION APPROVING A LICENSE AGREEMENT  
WITH PLANT WASHINGTON**

WHEREAS, the PLANT Washington group has approached the City of Washington about using a portion of the property described as No. 1120104001; and,

WHEREAS, the PLANT Washington group has obtained the required general liability insurance for the use of the Property; and,

WHEREAS, a license agreement has been developed to establish guidelines on maintenance of the property, termination and expiration of the agreement.

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

Section 1. The City Council hereby approves the License Agreement for the Community Gardens with PLANT Washington, as attached.

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

PASSED AND APPROVED this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Amanda Waugh, City Clerk

## LICENSE AGREEMENT FOR COMMUNITY GARDENS

THIS LICENSE AGREEMENT (the "Agreement") entered into by and between the City of Washington, Iowa, (hereafter the "City"); and PLANT Washington, Inc. (hereafter the "Plant").

WHEREAS, the City is the owner of real property generally described as Washington County Assessor No. 1120104001 (the "Property"); and

WHEREAS, Plant has approached the City about using a portion of the Property for the establishment and maintenance of community gardens on the Property; and

WHEREAS, the City has agreed to grant the Plant a Revocable License Agreement to allow Plant to use the Property for the establishment and maintenance of community gardens, subject to the terms and conditions below.

1. Grant of License. The City hereby grants to Plant, a nonexclusive revocable license to allow for the establishment and maintenance of community gardens overseen by Plant on the Property to be used by residents of the City of Washington.
2. Term of License. This License Agreement will be for an annual basis and end as of 11:59 p.m. on December 31, 2024. However, said license shall automatically be renewed for another calendar year unless either party gives written notice to terminate this License Agreement by December 1<sup>st</sup> of each year the license remains in effect.
3. City Use. During the term of this Agreement, the City shall have the right to use the Property as long as the City's use does not interfere with the intended use of Plant.
4. Termination of License prior to expiration. In the event that Plant does not operate or maintain the community gardens on the Property, this license shall immediately cease.
5. Effect of Termination. Upon termination of this License Agreement, Plant shall vacate the Property and remove all personal property, including all vegetation, from the Property. Any personal property remaining on the Property, including any trees, shall be deemed the property of the City after the License Agreement is terminated.
6. Agreements with users. Plant shall enter into an agreement with each citizen of Washington that wants to use a plot of the community garden. Said agreements shall contain a



statement that the user indemnifies the City of Washington against any liability for injuries or property damage that occurs as a result of the user using the plot at the community gardens.

7. Indemnification. Plant shall save, defend and hold the City, its employees, elected and appointed officials and agents, harmless from any and all claims associated with the use of the Property under this Agreement.

8. Insurance. Plant shall provide the City with a certificate of insurance naming the City as an additional insured on its general liability policy in the amount of not less than \$1,000,000.00 for any and all claims for damages because of the use of the Property by Plant. Said certificate of insurance shall provide thirty (30) days' notice of cancellation.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

PLANT:

CITY:

By: \_\_\_\_\_

\_\_\_\_\_  
Millie Youngquist, Mayor Pro tem

\_\_\_\_\_  
Print name and title



EAST CENTRAL IOWA  
COUNCIL OF GOVERNMENTS  
YOUR REGIONAL PLANNING AGENCY

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March 27, 2024

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

**RE: CDBG Pilot Housing Rehabilitation Project**

Dear Deanna,

Enclosed please find documents signed at the preconstruction meeting for applicant Tony Mondia at 319 E Washington Street through the City of Washington's Pilot Housing Rehabilitation Program.

Please have all documents signed by the Mayor protem where tagged with a sticker. After making any copies you wish to keep for your records, please forward all **original signed** documents back to me.

Please let me know if you have any questions.

Thank you,

A handwritten signature in blue ink, appearing to read 'Mark Culver', is written over a blue line.

Mark Culver  
Housing Specialist  
The East Central Iowa Council of Governments  
700 16<sup>th</sup> St NE, Suite 301  
Cedar Rapids, IA 52402  
Website: [www.ecicog.org](http://www.ecicog.org)  
Office: 319/289-0061  
Fax: 319/365-9981  
[mark.culver@ecicog.org](mailto:mark.culver@ecicog.org)



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## ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 319 E Washington Street.

***City Official***

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

I, Manuel Isaac, of L&M Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

***Contractor***

SIGNED 

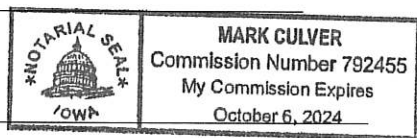
TITLE 

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 26<sup>th</sup> day of March 2024.



Notary Public

My appointment expires: \_\_\_\_\_



# REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

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

Name: **Tony Mondia**

Street Address: **319 E Washington Street**

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

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

Street Address: **215 E. Washington Street**

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

From: **L&M Construction**, hereinafter referred to as the "CONTRACTOR"

Street Address: **421 16<sup>th</sup> Street NE**

City and State: **Cedar Rapids, IA 52402**

## GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **April 9<sup>th</sup>, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **June 26<sup>th</sup>, 2024**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

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

6. Payment under this Contract shall be:

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

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

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

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

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation      Statutory/\$100,000

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

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

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

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

**EXECUTIVE ORDER 11246, as amended by Executive Order 11375**

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

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

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

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

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

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

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



9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:  
  
"EXHIBIT A" . . . . PROJECT SPECIFICATIONS  
"EXHIBIT B" . . . . REHABILITATION SPECIFICATIONS  
"EXHIBIT C" . . . . CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

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

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

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

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

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

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

ACCESS AND MAINTENANCE OF RECORDS

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

TERMINATION CLAUSE

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

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

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

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

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

### Section 3 clause

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

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

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

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

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

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

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

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

### BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of **\$10,150.00** This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: 

Owner's Signature: \_\_\_\_\_

Date: 3/26/24

GENERAL CONTRACTOR

Officer's Signature: 

Date: 3-26-2024

PROJECT ADMINISTRATOR

ECICOG signature: 

Date: 3-26-24

CITY OF WASHINGTON

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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

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

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

WHEREAS, Anthony S. Mondia, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Ten Thousand One Hundred Fifty and no cents (\$10,150) for housing rehabilitation, and

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

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

**FORGIVABLE LOAN PROMISSORY NOTE**

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

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

A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.

B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.

C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

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

Homeowner Initials: \_\_\_\_\_

**City of Washington Housing Rehabilitation Program**

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

**Forgivable Loan**

**Page 2 of 2**

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

**LEGAL DESCRIPTION: SEE ATTACHED.**

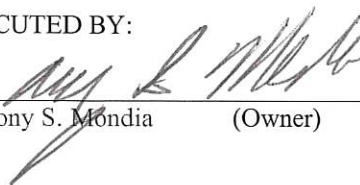
*THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 319 E WASHINGTON STREET, WASHINGTON, IA 52353*

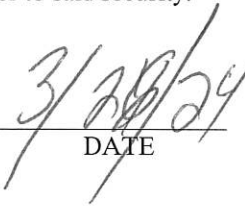
OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and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

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

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

EXECUTED BY:

  
 \_\_\_\_\_  
 Anthony S. Mondia (Owner)

  
 \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 (Owner)

\_\_\_\_\_  
 DATE

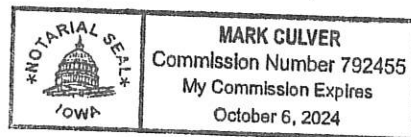
Millie Youngquist – City of Washington Mayor Pro Tem

DATE

BE IT REMEMBERED, that on this 26<sup>th</sup> day of March 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Anthony S. Mondia who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

  
 \_\_\_\_\_

NOTARY PUBLIC



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

### Legal Description

***LOT C OF AUDITOR'S SUBDIVISION OF BLOCK THREE (3), IN THE TOWN OF EAST WASHINGTON, ONE OF THE ADDITIONS TO THE TOWN, NOW CITY, OF WASHINGTON, AS SHOWN BY PLAT BOOK 4, PAGE 524, EXCEPTING THAT PORTION DEEDED TO THE STATE OF IOWA IN BOOK 128, PAGE 65; IN WASHINGTON COUNTY, IOWA.***

Homeowner Initials: \_\_\_\_\_

*MC*

**Construction Agreement  
City of Washington Housing Rehabilitation Program**

Name: Tony Mondia

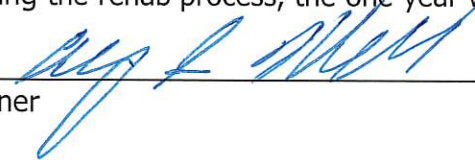
Family Size: One

Contractor: L&M Construction

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

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

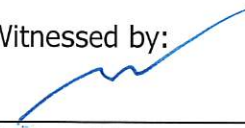
I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also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

  
Owner

3/25/24  
Date

\_\_\_\_\_  
Owner


\_\_\_\_\_  
Date

Witnessed by:  


3-26-24

\_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Date

Contractor:  


3-26-2024

\_\_\_\_\_  
City Representative:

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date



EAST CENTRAL IOWA  
COUNCIL OF GOVERNMENTS  
YOUR REGIONAL PLANNING AGENCY

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March 27, 2024

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

**RE: CDBG Pilot Housing Rehabilitation Project**

Dear Deanna,

Enclosed please find documents signed at the preconstruction meeting for applicant Kelli Hoffman at 703 S. 3<sup>rd</sup> Ave through the City of Washington's Pilot Housing Rehabilitation Program.

Please have all documents signed by the Mayor protem where tagged with a sticker. After making any copies you wish to keep for your records, please forward all **original signed** documents back to me.

Please let me know if you have any questions.

Thank you,

A handwritten signature in blue ink, appearing to read 'Mark Culver'.

Mark Culver  
Housing Specialist  
The East Central Iowa Council of Governments  
700 16<sup>th</sup> St NE, Suite 301  
Cedar Rapids, IA 52402  
Website: [www.ecicog.org](http://www.ecicog.org)  
Office: 319/289-0061  
Fax: 319/365-9981  
[mark.culver@ecicog.org](mailto:mark.culver@ecicog.org)



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## ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 703 S. 3<sup>rd</sup> Ave.

***City Official***

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

I, Manuel Isaac, of L&M Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

***Contractor***

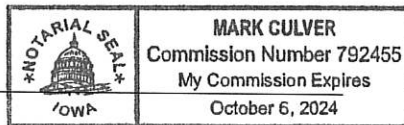
SIGNED 

TITLE 

Subscribed and sworn to before me, a notary public in and for the County of Washington and State of Iowa, this 26<sup>th</sup> day of March 2024.

  
Notary Public

My appointment expires: \_\_\_\_\_



# REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

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

Name: **Kelli Hoffman**

Street Address: **703 S. 3<sup>rd</sup> Ave**

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

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

Street Address: **215 E. Washington Street**

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

From: **L&M Construction.** hereinafter referred to as the "CONTRACTOR"

Street Address: **421 16<sup>th</sup> Street NE**

City and State: **Cedar Rapids, IA 52402**

## GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **April 9<sup>th</sup>, 2024.**
5. The CONTRACTOR shall satisfactorily complete all work by **June 26<sup>th</sup>, 2024.** Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

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

6. Payment under this Contract shall be:

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

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

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

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

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation	Statutory/\$100,000
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The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.



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

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

**EXECUTIVE ORDER 11246, as amended by Executive Order 11375**

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

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

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

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

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

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

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

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:  
  
"EXHIBIT A" . . . . PROJECT SPECIFICATIONS  
"EXHIBIT B" . . . . REHABILITATION SPECIFICATIONS  
"EXHIBIT C" . . . . CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

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

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

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

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

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

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
  - (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
  - (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.
29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

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

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

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

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

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

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

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

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

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

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

ACCESS AND MAINTENANCE OF RECORDS

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



## TERMINATION CLAUSE

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

## CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

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

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

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

### Section 3 clause

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

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

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

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

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

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

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

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

### BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$21,050.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Kelli Hogg

Owner's Signature: \_\_\_\_\_

Date: 3-26-24

GENERAL CONTRACTOR

Officer's Signature: [Signature]

Date: 3-26-24

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 3-26-24

CITY OF WASHINGTON

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

WHEREAS, Kelli N Hoffman, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Twenty One Thousand Fifty and no cents (\$21,050) for housing rehabilitation, and

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

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

**FORGIVABLE LOAN PROMISSORY NOTE**

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

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

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

MORTGAGE (State Law Reference)

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

Homeowner Initials:   KH



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

### Legal Description

***LOT ONE (1), IN BLOCK THREE (3), IN WILSON'S ADDITION TO THE TOWN OF SOUTH WASHINGTON, ONE OF THE ADDITIONS TO THE CITY OF WASHINGTON; IN WASHINGTON COUNTY, IOWA.***

Homeowner Initials:     KH

**Construction Agreement  
City of Washington Housing Rehabilitation Program**

Name: Kelli Hoffman

Family Size: Four

Contractor: L&M Construction

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

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

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


  
Owner

3-26-24  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

Witnessed by:

  
Project Administrator

3-26-24  
Date

Contractor:



3-26-2024  
Date

City Representative:

\_\_\_\_\_

\_\_\_\_\_  
Date



EAST CENTRAL IOWA  
COUNCIL OF GOVERNMENTS  
YOUR REGIONAL PLANNING AGENCY

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March 27, 2024

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

**RE: CDBG Pilot Housing Rehabilitation Project**


Dear Deanna,

Enclosed please find documents signed at the preconstruction meeting for applicant Jacayla Smith at 326 E Jefferson Street through the City of Washington's Pilot Housing Rehabilitation Program.

Please have all documents signed by the Mayor protem where tagged with a sticker. After making any copies you wish to keep for your records, please forward all **original signed** documents back to me.

Please let me know if you have any questions.

Thank you,



Mark Culver  
Housing Specialist  
The East Central Iowa Council of Governments  
700 16<sup>th</sup> St NE, Suite 301  
Cedar Rapids, IA 52402  
Website: [www.ecicog.org](http://www.ecicog.org)  
Office: 319/289-0061  
Fax: 319/365-9981  
[mark.culver@ecicog.org](mailto:mark.culver@ecicog.org)







# REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

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

Name: **Jacayla Smith**

Street Address: **326 E Jefferson Street**

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

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

Street Address: **215 E. Washington Street**

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

From: **Swift & Swift LLC.** hereinafter referred to as the "CONTRACTOR"

Street Address: **1903 Walling Ct**

City and State: **Davenport, IA 52803**

## GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **April 9<sup>th</sup>, 2024.**
5. The CONTRACTOR shall satisfactorily complete all work by **June 26<sup>th</sup>, 2024.** Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

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

6. Payment under this Contract shall be:

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

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

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

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

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation      Statutory/\$100,000

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

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

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

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

**EXECUTIVE ORDER 11246, as amended by Executive Order 11375**

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

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

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

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

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

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

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

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:  
  
"EXHIBIT A" . . . . PROJECT SPECIFICATIONS  
"EXHIBIT B" . . . . REHABILITATION SPECIFICATIONS  
"EXHIBIT C" . . . . CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

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

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

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



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

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

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
- (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
- (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

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

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

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

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

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

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

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

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

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

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

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

ACCESS AND MAINTENANCE OF RECORDS

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

## TERMINATION CLAUSE

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

## CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

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

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

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

### Section 3 clause

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

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

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

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

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

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

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

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

### BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$32,000.00 This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER


Owner's Signature: 

Owner's Signature: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Date: 3/26/24

GENERAL CONTRACTOR

Officer's Signature: 

Date: 3/26/24

PROJECT ADMINISTRATOR

ECICOG signature: 

Date: 3-26-24

CITY OF WASHINGTON

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

WHEREAS, Jason T. & Teresa L. Shepherd & Jacayla N Smith, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Thirty Two Thousand and no cents (\$32,000) for housing rehabilitation, and

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

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

**FORGIVABLE LOAN PROMISSORY NOTE**

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

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

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

MORTGAGE (State Law Reference)

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

Homeowner Initials: JTS TLS JNS

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

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

I, Jason T. & Teresa L. Shepherd & Jacayla N Smith, do hereby mortgage, grant and convey to the **City of Washington**, the following described property in the CITY OF Washington, COUNTY OF Washington, STATE OF IOWA, to secure the payment of the promissory note set out above.

**LEGAL DESCRIPTION: SEE ATTACHED.**



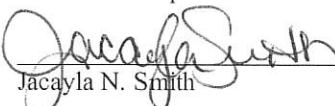
*THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 326 E JEFFERSON STREET, WASHINGTON, IA 52353*

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

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

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

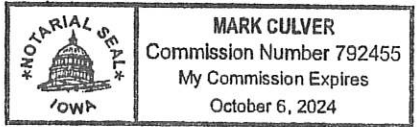
EXECUTED BY:

 26mar2024  
 Jason T. Shepherd (Owner) DATE  
 3/26 2024  
 Teresa L. Shepherd (Owner) DATE  
 3/26/24  
 Jacayla N. Smith (Owner) DATE

Millie Youngquist – City of Washington Mayor Pro Tem \_\_\_\_\_ DATE

BE IT REMEMBERED, that on this 26<sup>th</sup> day of March 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jason T. & Teresa L. Shepherd & Jacayla N Smith who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

\_\_\_\_\_  
NOTARY PUBLIC





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

### Legal Description

*THE EAST SIXTY-SIX (66) FEET OF THE SOUTH NINETY-NINE (99) FEET OF LOT NUMBER ONE (1), IN BLOCK NUMBER THREE (3), IN EAST WASHINGTON, SAME BEING AN ADDITION TO THE TOWN, NOW CITY OF WASHINGTON, IN WASHINGTON COUNTY, IOWA.*

JTS TLS JNIS  
Homeowner initials

**Construction Agreement  
City of Washington Housing Rehabilitation Program**

Name: Jacayla Smith

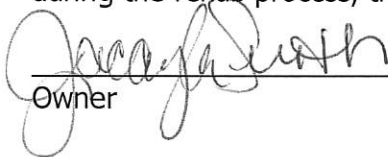
Family Size: Three

Contractor: Swift & Swift LLC.

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

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

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


  
\_\_\_\_\_  
Owner

3/26/24  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

Witnessed by:

  
\_\_\_\_\_  
Project Administrator

3-26-24  
Date

Contractor:  
  
\_\_\_\_\_

3/26/2024  
Date

City Representative:  
\_\_\_\_\_

\_\_\_\_\_  
Date

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Washington</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>FOX Strand</u>	<b>Engineer's Project No.:</b> <u>3424-20B</u>
<b>Contractor:</b> <u>Cornerstone Excavating, Inc.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2022 Washington Water Main Improvements</u>	
<b>Contract:</b> <u>2022 Washington Water Main Improvements</u>	
<b>Application No.:</b> <u>8</u>	<b>Application Date:</b> <u>4/9/2024</u>
<b>Application Period:</b> <b>From</b> <u>1/6/2024</u> <b>to</b> <u>4/5/2024</u>	

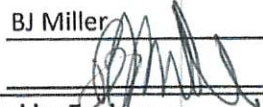
1. Original Contract Price	\$ 3,668,641.25
2. Net change by Change Orders	\$ (579,492.04)
3. Current Contract Price (Line 1 + Line 2)	\$ 3,089,149.21
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,264,194.42
5. Retainage	
a. <u>5%</u> X \$ 2,264,194.42 Work Completed	\$ 113,209.72
b. <u>0%</u> X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 113,209.72
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,150,984.70
7. Less previous payments (Line 6 from prior application)	\$ 2,017,433.22
8. Amount due this application	\$ 133,551.48
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 938,164.51


**Contractor's Certification**

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

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

**Contractor:** BJ Miller

**Signature:**  **Date:** 4/9/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> 	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>04/10/2024</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

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

**Contractor's Application for Payment**

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

A Bid Item No.	B Description	C Item Quantity		D Contract Information		E Unit Price		F Value of Bid Item (C X E)		G Estimated Quantity Incorporated in the Work	H Value of Work Completed (E X G)	I Materials Currently Stored (not in G)	J Work Completed and Materials Stored to Date (H + I)	K % of Value of (I / F)	L Balance to Finish (F - I)
		From	To	Units		(\$)	(\$)	(\$)	(\$)						
Original Contract															
<b>Division 1 - General</b>															
1.01	Compaction Testling	1	LS			\$ 7,500.00		7,500.00	1.00	7,500.00			7,500.00	100%	-
1.02	Construction Contingency (Allowance)		1	ALW		\$ 20,000.00		20,000.00	-	-			-	0%	20,000.00
1.03	Temporary Mailbox Cluster		1	LS		\$ 975.00		975.00	-	-			-	0%	975.00
1.04	Removals, Miscellaneous		1	LS		\$ 14,750.00		14,750.00	1.00	14,750.00			14,750.00	100%	-
1.05	Remove And Replace Signage		1	LS		\$ 9,750.00		9,750.00	1.00	9,750.00			9,750.00	100%	-
<b>Division 2 - Earthwork</b>															
2.01	Topsoil, Strip, Stockpile, Furnish, And Respread		1	LS		\$ 34,550.00		34,550.00	0.80	31,095.00			31,095.00	90%	3,455.00
2.02	Unsuitable Soils, Removal And Replacement		50	CY		\$ 50.00		2,500.00	50.00	2,500.00			2,500.00	100%	-
2.03	Cleaning And Grubbing, Tree Trimming		1	LS		\$ 34,950.00		34,950.00	1.00	34,950.00			34,950.00	100%	-
<b>Division 3 - Trench and Trenchless Construction</b>															
3.01	Trench Foundation		50	TON		\$ 55.00		2,750.00	50.00	2,750.00			2,750.00	100%	-
3.02	Replacement Of Unsuitable Backfill, Trench		50	CY		\$ 50.00		2,500.00	50.00	2,500.00			2,500.00	100%	-
<b>Division 4 - Sewers and Drains</b>															
4.01	CCTV 8-inch Sanitary Sewer, Pre Construction Service Locate		2,346	LF		\$ 7.75		18,181.50	2,339.00	18,127.25			18,127.25	100%	54.25
4.02	CCTV 10-inch Sanitary Sewer, Pre Construction Service Locate		746	LF		\$ 7.75		5,781.50	1,437.00	11,136.75			11,136.75	193%	(5,355.25)
4.03	CCTV 12-inch Sanitary Sewer, Pre Construction Service Locate		10	LF		\$ 62.80		628.00	10.00	628.00			628.00	100%	-
4.04	CCTV 4-inch Sanitary Sewer W/Report, Post Construction Service Inspection		955	LF		\$ 7.75		7,401.25	-	-			-	0%	7,401.25
4.05	CCTV 6-inch Sanitary Sewer W/Report, Post Construction Service Inspection		832	LF		\$ 7.75		6,448.00	-	-			-	0%	6,448.00
4.06	CCTV Inspection Reversal		5	EA		\$ 555.00		2,775.00	8.00	4,440.00			4,440.00	160%	(1,665.00)
4.07	Sanitary Sewer Main Line, Heavy Cleaning		10	HR		\$ 325.00		3,250.00	5.00	1,625.00			1,625.00	50%	1,625.00
4.08	Sanitary Sewer Main Line, Removal Of Heavy Roots		10	HR		\$ 325.00		3,250.00	-	-			-	0%	3,250.00
4.09	Sanitary Sewer Main Line, Removal Of Heavy Scale		10	HR		\$ 325.00		3,250.00	-	-			-	0%	3,250.00
4.10	Sanitary Sewer Main Line, Protuding Tap Cut		10	EA		\$ 1,200.00		12,000.00	-	-			-	0%	12,000.00
4.11	Sanitary Sewer Debris Cutting Removal		10	HR		\$ 425.00		4,250.00	5.00	2,125.00			2,125.00	50%	2,125.00
4.12	Remove & Replace Sanitary Service		20	EA		\$ 4,275.00		85,500.00	7.00	29,925.00			29,925.00	35%	55,575.00
<b>Division 5 - Water Main and Appurtenances</b>															
5.01	Cap Existing Water Main In Place		19	EA		\$ 2,300.00		43,700.00	8.00	18,400.00			18,400.00	42%	25,300.00
5.02	Removal Of Existing Water Main		30	LF		\$ 27.50		825.00	13.00	357.50			357.50	43%	467.50
5.03	Remove And Salvage Existing Fire Hydrant		8	EA		\$ 1,750.00		14,000.00	4.00	7,000.00			7,000.00	50%	7,000.00
5.04	Water Main, Connect To Existing, E. Main St. And N. 12Th Ave. Connection 1		1	LS		\$ 5,950.00		5,950.00	1.00	5,950.00			5,950.00	100%	-
5.05	Water Main, Connect To Existing, E. Main St. And N. 12Th Ave. Connection 2		1	LS		\$ 6,550.00		6,550.00	1.00	6,550.00			6,550.00	100%	-
5.06	Water Main, Connect To Existing, E. Main St. And N. 14Th Ave.		1	LS		\$ 15,025.00		15,025.00	1.00	15,025.00			15,025.00	100%	-
5.07	Water Main, Connect To Existing, E. Main St. And N. 15Th Ave.		1	LS		\$ 6,880.00		6,880.00	1.00	6,880.00			6,880.00	100%	-
5.08	Water Main, Connect To Existing, W. Madison St. And S. H Ave.		1	LS		\$ 8,400.00		8,400.00	1.00	8,400.00			8,400.00	100%	-
5.09	Water Main, Connect To Existing, W. Madison St.		1	LS		\$ 3,835.00		3,835.00	1.00	3,835.00			3,835.00	0%	3,835.00
5.10	Water Main, Connect To Existing, W. Madison St. And S. G Ave.		1	LS		\$ 9,835.00		9,835.00	1.00	9,835.00			9,835.00	100%	-
5.11	Water Main, Connect To Existing, W. Madison St. And S. F Ave.		1	LS		\$ 14,750.00		14,750.00	1.00	14,750.00			14,750.00	100%	-
5.12	Water Main, Connect To Existing, W. Madison St. And S. D Ave.		1	LS		\$ 8,800.00		8,800.00	1.00	8,800.00			8,800.00	100%	-
5.13	Water Main, Connect To Existing, W. Madison St. And S. C Ave.		1	LS		\$ 5,600.00		5,600.00	1.00	5,600.00			5,600.00	100%	-
5.14	Tapping Valve Assembly, 4"X4"		2	EA		\$ 4,750.00		9,500.00	1.00	4,750.00			4,750.00	50%	4,750.00
5.15	Tapping Valve Assembly, 8"X8"		1	EA		\$ 11,750.00		11,750.00	1.00	11,750.00			11,750.00	100%	-
5.16	Tapping Valve Assembly, 12"X8"		1	EA		\$ 8,930.00		8,930.00	-	-			-	0%	8,930.00
5.17	Tapping Valve Assembly, 12"X8"		4	EA		\$ 11,025.00		44,100.00	4.00	44,100.00			44,100.00	100%	-

**Progress Estimate - Unit Price Work**

City of Washington  
 FOX Strand  
 Cornerstone Excavating, Inc.  
 2022 Washington Water Main Improvements  
 2022 Washington Water Main Improvements

**Contractor's Application for Payment**

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

A	B	C	D		E	F	G		H	I	J	K	L
			Item Quantity	Units			Contract Information	Value of Bid Item (C X E)					
Bid Item No.	Description				Unit Price (\$)	(\$)			(\$)	(\$)	(\$)	(%)	(\$)
5.18	Water Main, 8-inch, Case 1, Trenched	100 LF			\$ 79.00	7,900.00						0%	7,900.00
5.19	Water Main, 8-inch, Case 1, Trenched, Restrained Joint	232 LF			\$ 90.00	20,880.00		112.00	10,080.00	10,800.00		48%	10,800.00
5.20	Water Main, 8-inch, Case 1, Trenched Di. Nitrile Gaskets	1,150 LF			\$ 92.50	106,375.00		25.00	2,312.50	2,312.50		2%	104,062.50
5.21	Water Main, 8-inch, Case 1, Trenched Di. Nitrile Gaskets, Restrained Joint	245 LF			\$ 127.50	31,237.50		464.00	61,710.00	61,710.00		198%	(30,472.50)
5.22	Water Main, 8-inch, Case 2, Trenchless Pvc Or Di	100 LF			\$ 170.00	17,000.00						0%	17,000.00
5.23	Water Main, 8-inch, Case 2, Trenchless Di. Nitrile Gaskets	1,160 LF			\$ 207.00	240,120.00		2,295.00	475,065.00	475,065.00		198%	(234,945.00)
5.24	Water Main, 8-inch, Case 3, Trenched Or Trenchless	670 LF			\$ 175.00	117,250.00		706.00	123,550.00	123,550.00		105%	(6,300.00)
5.25	Water Main Service, 1-inch Hardware, Connection To Existing	208 LF			\$ 49.50	10,296.00		55.00	48,125.00	48,125.00		104%	(1,750.00)
5.26	Water Main Service Pipe, Trenched, 1-inch Copper	208 LF			\$ 875.00	183,000.00		242.00	11,979.00	11,979.00		116%	(1,683.00)
5.27	Water Main Service Pipe, Trenched, 1-inch Copper	1,957 LF			\$ 56.00	109,592.00		1,964.00	109,984.00	109,984.00		100%	(392.00)
5.28	Temporary Water Main Service (Contingency)	200 LF			\$ 43.00	8,600.00		5.00	215.00	215.00		3%	8,385.00
5.29	Water Service Curb Stop And Box	53 EA			\$ 400.00	21,200.00		56.00	22,400.00	22,400.00		106%	(1,200.00)
5.30	Water Service Corporation	53 EA			\$ 515.00	27,295.00		53.00	27,295.00	27,295.00		100%	-
5.31	Water Main Service Pipe, Abandon Existing	53 EA			\$ 325.00	17,225.00		55.00	17,875.00	17,875.00		104%	(650.00)
5.32	Fire Hydrant Assembly	10 EA			\$ 8,540.00	85,400.00		2.00	17,000.00	17,000.00		100%	-
5.33	Water Main, 4-inch Resilient Wedge Gate Valve	1 EA			\$ 1,850.00	1,850.00		2.00	3,700.00	3,700.00		200%	(1,850.00)
5.34	Water Main, 6-inch Resilient Wedge Gate Valve	1 EA			\$ 2,300.00	2,300.00		2.00	4,600.00	4,600.00		200%	(2,300.00)
5.35	Water Main, 8-inch Resilient Wedge Gate Valve	9 EA			\$ 3,005.00	27,045.00		11.00	33,055.00	33,055.00		122%	(6,010.00)
5.36	Water Main, 12-inch Resilient Wedge Gate Valve	1 EA			\$ 4,995.00	4,995.00		-	-	-		0%	4,995.00
5.37	Remove Existing Water Main Valve	14 EA			\$ 625.00	8,750.00		3.00	1,875.00	1,875.00		21%	6,875.00
5.38	Abandon Existing Water Main Valve In Place	1 EA			\$ 5,200.00	5,200.00		0.75	3,900.00	3,900.00		75%	1,300.00
5.39	Water Main Testing And Disinfection	1 LS			\$ 12,500.00	12,500.00		1.00	12,500.00	12,500.00		100%	-
5.40	Water Main Disconnections	1 LS			\$ 23,550.00	23,550.00		1.00	23,550.00	23,550.00		100%	-
5.41	Abandon Existing Water Main In Place, W/ Grout	10 LF			\$ 225.00	2,250.00		-	-	-		0%	2,250.00
6.01	Remove Existing Storm Sewer Intake	2 EA			\$ 2,500.00	5,000.00		3.00	7,500.00	7,500.00		150%	(2,500.00)
6.02	Storm Sewer Intake, Sw-501	2 EA			\$ 7,150.00	14,300.00		3.00	21,450.00	21,450.00		150%	(7,150.00)
7.01	Sidewalk Removal And Appurtenances	675 SY			\$ 11.50	7,762.50		661.42	7,606.33	7,606.33		98%	156.17
7.02	PCC Sidewalk, 5-inch	1,122 SY			\$ 90.00	100,980.00		1,095.48	98,593.20	98,593.20		98%	2,386.80
7.03	Pavement Removal And Disposal	1,513 SY			\$ 15.00	22,695.00		873.98	13,109.70	13,109.70		58%	9,585.30
7.04	Removal Of Curb And Gutter	1,045 LF			\$ 15.00	15,675.00		606.75	9,101.25	9,101.25		58%	6,573.75
7.05	PCC Full Depth Patch	1,520 SY			\$ 175.00	266,000.00		873.98	152,946.50	152,946.50		57%	113,053.50
7.06	PCC Curb And Gutter, 30-Inch	966 LF			\$ 75.00	72,450.00		613.75	46,031.25	46,031.25		64%	26,418.75
7.07	PCC Pavement Samples And Testing	1 LS			\$ 9,765.00	9,765.00		1.00	9,765.00	9,765.00		100%	-
7.08	Detectable Warning Panels	332 SF			\$ 75.00	24,900.00		288.50	21,637.50	21,637.50		87%	3,262.50
7.09	Ada Survey	21 EA			\$ 350.00	7,350.00		-	-	-		0%	7,350.00
7.10	Driveway Pavement Removal And Disposal	449 SY			\$ 15.00	6,735.00		440.85	6,612.75	6,612.75		98%	122.25
7.11	PCC Commercial Driveway Pavement, 7.5-Inch	191 SY			\$ 175.00	33,425.00		217.86	38,125.50	38,125.50		114%	(4,700.50)
7.12	PCC Residential Driveway Pavement, 6-Inch	261 SY			\$ 150.00	39,150.00		244.71	36,706.50	36,706.50		94%	2,443.50
7.13	Painted Pavement Markings	1 LS			\$ 9,875.00	9,875.00		-	-	-		0%	9,875.00
7.14	Removable Bollard	4 EA			\$ 5,225.00	20,900.00		-	-	-		0%	20,900.00
8.01	Traffic Control & Staging	1 LS			\$ 15,300.00	15,300.00		0.90	13,770.00	13,770.00		90%	1,530.00
	Division 9 - Site Work												

**Progress Estimate - Unit Price Work**

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

**Contractor's Application for Payment**

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

Application No.: 8		Application Period: From 01/06/24 to 04/05/24		Application Date: 04/09/24									
A Bid Item No.	B Description	C Item Quantity		D Contract Information		E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		Units											
9.01	Hydraulic Seeding, Fertilizing, And Mulching - Type 1	1.3	AC	\$	10,250.00	\$	13,325.00	0.35	3,587.50		3,587.50	27%	9,737.50
9.02	Filter Sock	500	LF	\$	7.00	\$	3,500.00	10.00	70.00		70.00	2%	3,430.00
9.03	Inlet Protection, Drop-In	14	EA	\$	185.00	\$	2,590.00	-	-		-	0%	2,590.00
<b>Division 11 - Miscellaneous</b>													
11.01	Mobilization	1	LS	\$	198,750.00	\$	198,750.00	1.00	198,750.00		198,750.00	100%	-
11.02	Exploratory Digging	1	LS	\$	34,585.00	\$	34,585.00	1.00	34,585.00		34,585.00	100%	-
11.03	Maintenance Of Solid Waste Collection	1	LS	\$	9,850.00	\$	9,850.00	1.00	9,850.00		9,850.00	100%	-
<b>Division 12 - Washington Blvd. (REMOVED BY CO NO. 1)</b>													
12.01	Crap Existing Water Main in Place	7	EA	\$	1,680.00	\$	11,760.00	-	-		-	0%	11,760.00
12.02	Tapping Valve Assembly, 4"X4"	2	EA	\$	5,150.00	\$	10,300.00	-	-		-	0%	10,300.00
12.03	Tapping Valve Assembly, 12"X8"	2	EA	\$	10,075.00	\$	20,150.00	-	-		-	0%	20,150.00
12.04	Water Main, 8-inch, Case 2, Trenchless PVC Or DI	848	LF	\$	220.00	\$	186,560.00	-	-		-	0%	186,560.00
12.05	Water Main Service, 1-inch Hardware, Connection To Existing	18	EA	\$	480.00	\$	8,820.00	-	-		-	0%	8,820.00
12.06	Water Main Service Pipe Trenchless, 1-inch Copper	869	LF	\$	80.00	\$	69,520.00	-	-		-	0%	69,520.00
12.07	Water Main Service Pipe Trenched, 1-inch Copper	30	LF	\$	57.00	\$	1,710.00	-	-		-	0%	1,710.00
12.08	Water Service Curb Stop & Box	18	EA	\$	475.00	\$	8,550.00	-	-		-	0%	8,550.00
12.09	Water Main Service Pipe, Abandon Existing	18	EA	\$	375.00	\$	6,750.00	-	-		-	0%	6,750.00
12.10	Fire Hydrant Assembly	1	EA	\$	8,540.00	\$	8,540.00	-	-		-	0%	8,540.00
12.11	Water Main, 8-inch Resilient Wedge Gate Valve	2	EA	\$	3,600.00	\$	7,200.00	-	-		-	0%	7,200.00
12.12	Sidewalk Removal And Disposal	114	SY	\$	14.50	\$	1,653.00	-	-		-	0%	1,653.00
12.13	PCC Sidewalk, 5-Inch	115	SY	\$	300.00	\$	34,500.00	-	-		-	0%	34,500.00
12.14	Pavement Removal And Disposal	184	SY	\$	14.50	\$	2,668.00	-	-		-	0%	2,668.00
12.15	Brick Paver Removal And Salvage	25	SY	\$	325.00	\$	8,125.00	-	-		-	0%	8,125.00
12.16	Removal Of Curb And Gutter	40	LF	\$	32.50	\$	1,300.00	-	-		-	0%	1,300.00
12.17	Driveway Pavement Removal And Disposal	25	SY	\$	22.00	\$	550.00	-	-		-	0%	550.00
12.18	PCC Full Depth Patch	128	SY	\$	175.00	\$	22,050.00	-	-		-	0%	22,050.00
12.19	PCC Curb And Gutter, 30-Inch	40	LF	\$	75.00	\$	3,000.00	-	-		-	0%	3,000.00
12.20	Brick Paver Patch, Restoration Of Existing Pavers	65	SY	\$	223.00	\$	14,495.00	-	-		-	0%	14,495.00
12.21	PCC Residential Driveway Pavement, 6-Inch	26	SY	\$	150.00	\$	3,900.00	-	-		-	0%	3,900.00
12.22	Hydraulic Seeding, Fertilizing, And Mulching - Type 1	0.50	AC	\$	8,500.00	\$	4,250.00	-	-		-	0%	4,250.00
12.23	Compaction Testing	1	LS	\$	6,225.00	\$	6,225.00	-	-		-	0%	6,225.00
12.24	Removals, Miscellaneous	1	LS	\$	10,250.00	\$	10,250.00	-	-		-	0%	10,250.00
12.25	Remove And Replace Signage	1	LS	\$	4,585.00	\$	4,585.00	-	-		-	0%	4,585.00
12.26	Topsoil, Strip, Stockpile, Furnish, And Respread	1	LS	\$	12,500.00	\$	12,500.00	-	-		-	0%	12,500.00
12.27	Cleaning And Grubbing, Tree Removal, Tree Trimming	1	LS	\$	7,500.00	\$	7,500.00	-	-		-	0%	7,500.00
12.28	Water Main, Connect To Existing, W. Washington Blvd And S. F Ave.	1	LS	\$	10,500.00	\$	10,500.00	-	-		-	0%	10,500.00
12.29	Water Main, Connect To Existing, W. Washington Blvd And S. D Ave.	1	LS	\$	10,500.00	\$	10,500.00	-	-		-	0%	10,500.00
12.30	Pcc Pavement Samples And Testing	1	LS	\$	5,500.00	\$	5,500.00	-	-		-	0%	5,500.00
12.31	Traffic Control & Staging	1	LS	\$	5,500.00	\$	5,500.00	-	-		-	0%	5,500.00
12.32	Mobilization	1	LS	\$	25,500.00	\$	25,500.00	-	-		-	0%	25,500.00
12.33	Exploratory Digging	1	LS	\$	7,850.00	\$	7,850.00	-	-		-	0%	7,850.00
12.34	Water Main Testing And Disinfection	1	LS	\$	5,500.00	\$	5,500.00	-	-		-	0%	5,500.00
12.35	Water Main Disconnections	1	LS	\$	4,865.00	\$	4,865.00	-	-		-	0%	4,865.00
12.36	Water Main Casing With Watertight End Seals, Dip, 8-Inch	20	LF	\$	315.00	\$	6,300.00	-	-		-	0%	6,300.00
<b>Division 13 - Bike Trail</b>													

**Progress Estimate - Unit Price Work**

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

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

**Contractor's Application for Payment**

Application No.:	8	Application Period:	From 01/06/24 to 04/05/24	Application Date:	04/09/24
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Bid Item No.	Description	Contract Information		F	G	H	I	J	K	L	
		C	D								E
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed (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 (F - J) (\$)
13.01	PCC Bike Trail, 6.5-Inch	734	SY	\$ 80.00	58,720.00	-	-	-	-	0%	58,720.00
13.02	ADA Survey	4	EA	\$ 350.00	1,400.00	-	-	-	-	0%	1,400.00
13.03	Detectable Warning Panels	95	SF	\$ 75.00	7,125.00	-	-	-	-	0%	7,125.00
<b>Bid Alternate No. 1</b>											
A1.01	Compaction Testing	1	LS	\$ 7,750.00	7,750.00	-	-	-	-	0%	7,750.00
A1.02	Removals, Miscellaneous	1	LS	\$ 10,350.00	10,350.00	0.25	2,587.50	2,587.50	2,587.50	25%	7,762.50
A1.03	Remove And Replace Signage	1	LS	\$ 5,500.00	5,500.00	0.25	1,375.00	1,375.00	1,375.00	25%	4,125.00
A1.04	CCTV 8-Inch Sanitary Sewer, Pre Construction Service Locate	870	LF	\$ 8.25	7,177.50	245.00	2,021.25	2,021.25	2,021.25	28%	5,156.25
A1.05	CCTV 4-Inch Sanitary Sewer W/Report, Post Construction Service Inspection	315	LF	\$ 8.25	2,598.75	160.00	1,320.00	1,320.00	1,320.00	51%	1,278.75
A1.06	CCTV 6-Inch Sanitary Sewer W/Report, Post Construction Service Inspection	315	LF	\$ 8.25	2,598.75	160.00	1,320.00	1,320.00	1,320.00	51%	1,278.75
A1.07	CCTV Inspection Reversal	3	EA	\$ 540.00	1,620.00	1.00	540.00	540.00	540.00	33%	1,080.00
A1.08	Sanitary Sewer Main Line, Heavy Cleaning	10	HR	\$ 355.00	3,550.00	-	-	-	-	0%	3,550.00
A1.09	Sanitary Sewer Main Line, Removal Of Heavy Roots	10	HR	\$ 325.00	3,250.00	-	-	-	-	0%	3,250.00
A1.10	Sanitary Sewer Main Line, Removal Of Heavy Scale	10	HR	\$ 325.00	3,250.00	-	-	-	-	0%	3,250.00
A1.11	Sanitary Sewer Main Line, Protuding Tap Cut	10	EA	\$ 1,200.00	12,000.00	-	-	-	-	0%	12,000.00
A1.12	Sanitary Sewer Main Line, Protuding Tap Cut	10	HR	\$ 425.00	4,250.00	-	-	-	-	0%	4,250.00
A1.13	Cap Existing Water Main In Place	2	EA	\$ 1,900.00	3,800.00	-	-	-	-	0%	3,800.00
A1.14	Removal Of Existing Water Main	40	LF	\$ 47.50	1,900.00	-	-	-	-	0%	1,900.00
A1.15	Removal Of Existing Water Main Valve	3	EA	\$ 2,200.00	6,600.00	-	-	-	-	0%	6,600.00
A1.16	Remove And Salvage Existing Fire Hydrant	2	EA	\$ 1,700.00	3,400.00	-	-	-	-	0%	3,400.00
A1.17	Water Main, Connect To Existing, W/ Madison St. And S. H Ave.	1	LS	\$ 4,500.00	4,500.00	1.00	9,765.00	9,765.00	9,765.00	100%	4,500.00
A1.18	Water Main, Connect To Existing, W/ Madison St. And S. H Ave.	1	EA	\$ 10,475.00	10,475.00	-	-	-	-	0%	10,475.00
A1.19	Tapping Valve Assembly, 12" X 8"	30	LF	\$ 2,335.00	70,050.00	-	-	-	-	0%	70,050.00
A1.20	Water Main, Installation Case 1, Trenched Di W/ Nitrite Gaskets	1,348	LF	\$ 99.25	133,789.00	657.00	65,207.25	65,207.25	65,207.25	49%	68,581.75
A1.21	Water Main, Installation Case 2, Trenchless Di W/ Nitrite Gaskets	10	LF	\$ 115.00	1,150.00	-	-	-	-	0%	1,150.00
A1.22	Water Main, Installation Case 3, Trenched Or Trenchless Di W/ Nitrite Gaskets	19	EA	\$ 715.00	13,585.00	-	-	-	-	0%	13,585.00
A1.23	Water Main Service, 1-Inch Hardware, Connection To Existing	84	LF	\$ 49.50	4,158.00	-	-	-	-	0%	4,158.00
A1.24	Water Main Service Pipe, Trenched, 1-Inch Copper	615	LF	\$ 54.50	33,517.50	-	-	-	-	0%	33,517.50
A1.25	Water Main Service Pipe Trenchless, 1-Inch Copper	100	LF	\$ 43.00	4,300.00	-	-	-	-	0%	4,300.00
A1.26	Temporary Water Main Service, Contingency	19	EA	\$ 325.00	6,175.00	-	-	-	-	0%	6,175.00
A1.27	Water Service Corporation	19	EA	\$ 375.00	7,125.00	-	-	-	-	0%	7,125.00
A1.28	Water Service Curb Stop And Box	19	EA	\$ 325.00	6,175.00	-	-	-	-	0%	6,175.00
A1.29	Water Main Service Pipe, Abandon Existing	6	EA	\$ 9,550.00	57,300.00	2.00	19,100.00	19,100.00	19,100.00	33%	38,200.00
A1.30	Fire Hydrant Assembly	1	EA	\$ 2,950.00	2,950.00	-	-	-	-	0%	2,950.00
A1.31	Water Main, 8-Inch Resilient Wedge Gate Valve	2	EA	\$ 5,150.00	10,300.00	-	-	-	-	0%	10,300.00
A1.32	Abandon Existing Water Main Valve In Place	1	LS	\$ 7,065.00	7,065.00	-	-	-	-	0%	7,065.00
A1.33	Water Main Testing And Disinfection	1	LS	\$ 10,700.00	10,700.00	-	-	-	-	0%	10,700.00
A1.34	Water Main Disconnections	87	SY	\$ 30.00	2,610.00	-	-	-	-	0%	2,610.00
A1.35	Sidewalk Removal And Disposal	293	SY	\$ 300.00	87,900.00	-	-	-	-	0%	87,900.00
A1.36	PCC Sidewalk, 5-Inch	53	SY	\$ 30.00	1,590.00	-	-	-	-	0%	1,590.00
A1.37	Pavement Removal And Disposal	81	LF	\$ 27.50	2,227.50	-	-	-	-	0%	2,227.50
A1.38	Removal Of Curb And Gutter	69	SY	\$ 400.00	27,600.00	-	-	-	-	0%	27,600.00
A1.39	PCC Full Depth Patch	81	LF	\$ 75.00	6,075.00	-	-	-	-	0%	6,075.00
A1.40	PCC Curb And Gutter, 30-Inch	1	LS	\$ 6,500.00	6,500.00	-	-	-	-	0%	6,500.00
A1.41	PCC Pavement Samples And Testing	1	LS	\$ 6,500.00	6,500.00	-	-	-	-	0%	6,500.00

**Progress Estimate - Unit Price Work**

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

**Contractor's Application for Payment**

Owner's Project No.:  
 Engineer's Project No.: 3424-20B  
 Contractor's Project No.:

Application No.:		8		Application Period:		From 01/06/24 to 04/05/24		Application Date:		04/09/24									
A	Bid Item No.	B	Description	C		D		E		F	G	H	I	J	K	L			
				Item Quantity	Units	Contract Information		Unit Price (\$)	Value of Bid Item (C X E) (\$)								Estimated Quantity Incorporated in the Work	Work Completed (E X G) (\$)	Materials Currently Stored (not in G) (\$)
	A1.42		Detectable Warning Panels	1	SF			\$	75.00	75.00					0%	75.00			
	A1.43		ADA Survey	1	EA			\$	350.00	350.00					0%	350.00			
	A1.44		Driveway Pavement Removal And Disposal	158	SY			\$	30.00	4,740.00					0%	4,740.00			
	A1.45		PCC Commercial Driveway Pavement, 7.5-Inch	138	SY			\$	175.00	24,150.00					0%	24,150.00			
	A1.46		PCC Residential Driveway Pavement, 6-Inch	3	SY			\$	1,500.00	4,500.00					0%	4,500.00			
	A1.47		Traffic Control & Staging	1	LS			\$	11,500.00	11,500.00					0%	11,500.00			
	A1.48		Hydraulic Seeding, Fertilizing, And Mulching - Type 1	0.30	AC			\$	10,000.00	3,000.00					0%	3,000.00			
	A1.49		Filter Sock	100	LF			\$	7.00	700.00					0%	700.00			
	A1.50		Inlet Protection, Drop-In	5	EA			\$	185.00	925.00	0.25			46.25	5%	878.75			
	A1.51		Mobilization	1	LS			\$	19,850.00	19,850.00					0%	19,850.00			
	A1.52		Exploratory Digging	1	LS			\$	5,250.00	5,250.00					0%	5,250.00			
	A1.53		Abandon Existing Water Main In Place, W/ Grout	1,195	LF			\$	30.00	35,850.00					0%	35,850.00			
										<b>Original Contract Totals</b>		<b>\$</b>	<b>3,668,641.25</b>	<b>\$</b>	<b>2,252,880.23</b>	<b>\$</b>	<b>61%</b>	<b>\$</b>	<b>1,415,761.02</b>







# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Washington Public Library  
 115 W. Washington St.  
 Washington, IA 52352

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: 09.05.2023

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 006  
 Date: 04.12.24

**OWNER:** *(Name and address)*  
 Washington Public Library  
 215 E. Washington St.  
 Washington, IA 52353

**ARCHITECT:** *(Name and address)*  
 FEH Design  
 604 East Grand Avenue  
 Des Moines, IA 50309

**CONTRACTOR:** *(Name and address)*  
 Reed Construction, LLC  
 2825 262nd Street  
 De Witt, IA 52742

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

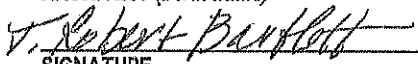
Provide material and labor to get power to Access Control #2 as detailed in quote from Elite Home Audio LLC.

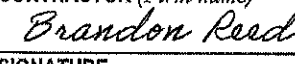
The original Contract Sum was	\$ 400,360.00
The net change by previously authorized Change Orders	\$ 8,641.17
The Contract Sum prior to this Change Order was	\$ 409,001.17
The Contract Sum will be increased by this Change Order in the amount of	\$ 804.97
The new Contract Sum including this Change Order will be	\$ 409,806.14

The Contract Time will be increased by Zero (0) days.  
 The new date of Substantial Completion will be 03.30.2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

FEH Design  
 ARCHITECT *(Firm name)*  
  
 SIGNATURE  
 Robert Bartlett, Architect  
 PRINTED NAME AND TITLE  
 04.12.24  
 DATE

Reed Construction, LLC  
 CONTRACTOR *(Firm name)*  
  
 SIGNATURE  
 Brandon Reed, President  
 PRINTED NAME AND TITLE  
 04/12/2024  
 DATE

Washington Public Library  
 OWNER *(Firm name)*  
 SIGNATURE  
 Millie Youngquist, Mayor Pro Tem  
 PRINTED NAME AND TITLE  
 DATE

Reed Construction LLC  
 Printed: Apr 10, 2024  
 2317 Grant St, Bettendorf, IA 52722-5023  
 Phone: 5633709661



**Change Order**

<b>Owner Info</b>	<b>Job Info</b>
WASHINGTON PUBLIC LIBRARY FOUNDATION PO BOX 516 Washington, Ia 52353	115 W Washington Street Washington, IA 52353
	<b>Change Order ID</b>
	0008

**Washington Public Library FEH Design # 2023202**

CO ID	Created / Approved Date	Price
0008	Created: Pending...	\$804.97
	Apr 2, 2024	

Description	
26-03 Power access control	
<b>Please approve this Change Order if you would like to confirm the adjustment to your original Scope of Work.</b>	

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
26-03 Power access control	Subcontractor	See attached	1	\$729.97	\$729.97
26-03 Electrical Subcontractor					
Reed Mark up 01-00 Mark Up	Other		1	\$75.00	\$75.00

Status	Signature	Date
Approved by: _____		__/__/__

Approval Comments

**Please Note:** A signature of Approval OR Electronic Acceptance is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: \$804.97

Elite Home Audio LLC  
 220 Greenfield Dr Unit B  
 Tiffin, IA 52340  
 elite.squad@elitehomeaudio.com



# Estimate

**ADDRESS**

Reed Construction  
 Washington Public Library  
 2706 275th Ave  
 DeWitt, IA 52742 USA

**SHIP TO**

Reed Construction  
 Washington Public Library  
 115 W Washington St  
 Washington, IA 52353 USA

**ESTIMATE #** 3248

**DATE** 04/03/2024

**JOB DESCRIPTION**

Electrical

**SALES REP**

Todd

DESCRIPTION	QTY	RATE	AMOUNT
-------------	-----	------	--------

Washington Library - Power to Access Control #2

Scope of Work:

Provide material and labor to the Access Control Equipment according to the following:

- 1) Will utilize an existing conduit from panel to IT room.
- 2) In IT room, will extend conduit from junction box to equipment and pull wire.

3/4" EMT	2	13.00	26.00
3/4" EMT Connectors	2	0.51	1.02
3/4" EMT Couplings	2	0.57	1.14
3/4" EMT Straps	4	0.35	1.40
#12 THHN	225	0.21	47.25
Receptacle	1	9.12	9.12
Industrial Raised Cover	1	4.39	4.39
232 Junction Box	1	4.13	4.13
Appliance Cord	2	7.76	15.52
Overhead Costs	1	25.00	25.00
Labor	1	595.00	595.00

SUBTOTAL	729.97
TAX	0.00
<b>TOTAL</b>	<b>\$729.97</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

ALA DOCUMENT G702/Cma

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE 1 OF 2 PAGES

TO OWNER: City of Washington  
215 E. Washington Street  
Washington, Iowa 52353

VIA ARCHITECT:

FEH Design  
604 East Grand Avenue  
Des Moines, Iowa 50309

APPLICATION NUMBER: 7  
PERIOD TO: 04/11/24  
PROJECT NOS.: 2023302

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

CONTRACTOR: Reed Construction LLC  
2317 Grant Street  
Bettendorf, Iowa 52722

PROJECT:

Washington Public Library Makerspace

CONTRACT DATE: 09/05/23

MAILING ADDRESS: PO Box 473, DeWitt, Iowa 52742

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract. Continuation Sheet, ALA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$400,360.00

2. Net Change By Change Orders..... \$8,841.17

3. CONTRACT SUM TO DATE (Line 1 +2)..... \$ 409,001.17

4. TOTAL COMPLETED & STORED TO DATE..... \$395,215.17  
(Column G on G703)

5. RETAINAGE: \$19,760.75

a. 5% % of Completed Work (Columns D & E on G703)

b. 0% % of Stored Material (Column F on G703) \$0.00

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$19,760.75

6. TOTAL EARNED LESS RETAINAGE..... \$375,454.42  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$280,543.89

8. CURRENT PAYMENT DUE \$26,818.03

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 33,546.75

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$3,827.67	(\$1,260.50)
Total Approved this Month		\$6,074.00	\$0.00
TOTALS		\$9,901.67	(\$1,260.50)
NET CHANGES by Change Order			\$8,641.17

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR: Reed Construction LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the documents to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

By: [Signature] County of: Clinton Date: 04/11/24

Subscribed and sworn before me on this 11th day of April, 2024 by: Brandon Reed

Notary: [Signature] My Commission Expires: 4/17/2027

## ARCHITECT'S CERTIFICATE FOR PAYMENT

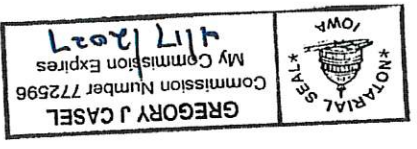
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 26,818.03

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT: T. Robert Barwith Date: 04.12.24

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# CONTINUATION SHEET - Schedule of Values

AIA DOCUMENT G703

PAGE - 2 OF 2

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

APPLICATION NO: 7  
 APPLICATION DATE: 04/11/24  
 PERIOD TO: 04/11/24  
 ARCHITECT'S PROJECT NO: 2023202

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)							
1	01-000 General Conditions	\$91,340.00	\$82,239.00		\$9,101.00		\$91,340.00	100%	\$0.00	\$4,567.00
2	02-419 Selective Demo	\$13,012.00	\$13,012.00		\$0.00		\$13,012.00	100%	\$0.00	\$650.60
3	06-1053 Backing	\$500.00	\$500.00		\$0.00		\$500.00	100%	\$0.00	\$25.00
4	06-4116 Cabinet	\$8,923.00	\$8,923.00		\$0.00		\$8,923.00	100%	\$0.00	\$446.15
5	06-4116 Labor	\$2,779.00	\$2,779.00		\$0.00		\$2,779.00	100%	\$0.00	\$138.95
6	07-2100 Insulation Material	\$1,500.00	\$1,500.00		\$0.00		\$1,500.00	100%	\$0.00	\$75.00
7	07-2100 Insulation Labor	\$1,500.00	\$1,500.00		\$0.00		\$1,500.00	100%	\$0.00	\$75.00
8	08-113-1416-7100 Door Material	\$9,974.00	\$6,983.50		\$2,990.50		\$9,974.00	100%	\$0.00	\$498.70
9	08-113-1416-7100 Door Labor	\$6,875.00	\$6,875.00		\$0.00		\$6,875.00	100%	\$0.00	\$343.75
10	08-4113-4413-8000 Glazing/ASF Material	\$10,698.00	\$10,698.00		\$0.00		\$10,698.00	100%	\$0.00	\$534.90
11	08-4113-4413-8000 Labor	\$10,698.00	\$10,698.00		\$0.00		\$10,698.00	100%	\$0.00	\$502.50
12	09-2216-2900 Framing/Drywall Material	\$10,050.00	\$10,050.00		\$0.00		\$10,050.00	100%	\$0.00	\$502.50
13	09-2216-2900 Framing/Drywall Labor	\$23,610.00	\$23,610.00		\$0.00		\$23,610.00	100%	\$0.00	\$1,180.50
14	09-6513-6519-6813 Flooring	\$21,922.00	\$21,922.00		\$0.00		\$21,922.00	100%	\$0.00	\$1,096.10
15	09-5113/10-1124 Ceilings/ Sound Panels	\$3,562.00	\$3,562.00		\$3,562.00		\$3,562.00	100%	\$0.00	\$178.10
16	09-5113/10-1124 Labor	\$3,562.00	\$3,562.00		\$3,562.00		\$3,562.00	100%	\$0.00	\$178.10
17	09-9123 Paint	\$9,974.00	\$9,974.00		\$0.00		\$9,974.00	100%	\$0.00	\$498.70
18	10-1400 Signage	\$2,140.00	\$2,140.00		\$2,140.00		\$2,140.00	100%	\$0.00	\$107.00
19	11-5213 Green Screen	\$800.00	\$800.00		\$800.00		\$800.00	100%	\$0.00	\$40.00
20	12-3661 Stone Tops	\$1,500.00	\$1,500.00		\$0.00		\$1,500.00	100%	\$0.00	\$75.00
21	21-0517-0518-0533-1313 Fire Suppression	\$4,633.00	\$4,633.00		\$0.00		\$4,633.00	100%	\$0.00	\$231.65
22	21-0517-0518-0533-1313 Fire Suppression Labor	\$4,632.00	\$4,632.00		\$0.00		\$4,632.00	100%	\$0.00	\$231.60
23	22-0000 Plumbing Material	\$4,100.00	\$4,100.00		\$0.00		\$4,100.00	100%	\$0.00	\$205.00
24	22-0000 Plumbing Labor	\$4,100.00	\$4,100.00		\$0.00		\$4,100.00	100%	\$0.00	\$205.00
25	23-0000 HVAC Material	\$14,985.00	\$14,985.00		\$0.00		\$14,985.00	100%	\$0.00	\$749.25
26	23-0000 HVAC Labor	\$14,985.00	\$14,985.00		\$0.00		\$14,985.00	100%	\$0.00	\$749.25
27	26-0000/27-0000/28-0000 Electrical/Comm/SS	\$59,003.00	\$49,585.00		\$9,418.00		\$59,003.00	84%	\$9,418.00	\$2,479.25
28	26-0000/27-0000/28-0000 Labor	\$59,003.00	\$54,635.00		\$4,368.00		\$59,003.00	93%	\$4,368.00	\$2,731.75
29		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
30		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
31		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
32		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
33		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
34		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
35		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
36		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
37		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
38		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SUB TOTALS:		\$400,360.00	\$364,418.50		\$22,155.50		\$386,574.00	97%	\$13,786.00	\$10,328.70
Change Orders										
	CO No. 001	\$1,360.70	\$1,360.70		\$0.00		\$1,360.70	100%	\$0.00	\$68.04
	CO No. 002	\$1,784.97	\$1,784.97		\$0.00		\$1,784.97	100%	\$0.00	\$89.25
	CO No. 003	(\$1,260.50)	(\$1,260.50)		\$0.00		(\$1,260.50)	100%	\$0.00	(\$63.03)
	CO No. 004	\$682.00	\$682.00		\$0.00		\$682.00	100%	\$0.00	\$34.10
	CO No. 005	\$6,074.00	\$0.00		\$6,074.00		\$6,074.00	100%	\$0.00	\$303.70
CHANGE ORDER TOTALS:		\$8,641.17	\$2,567.17		\$6,074.00	\$0.00	\$8,641.17	100%	\$0.00	\$432.05
GRAND TOTALS		\$409,001.17	\$366,985.67		\$28,229.50	\$0.00	\$395,215.17	97%	\$13,786.00	\$19,760.75



**WAIVER OF MECHANIC'S LIEN**

The undersigned, having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as:

Washington Public Library Markerspace

For and in consideration of the sum of \$58,729.00

(Sixty seven thousand thirty seven dollars and ninety three cents)

and other valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens, and rights or claim of rights to file and establish a mechanic's lien against the above described premises, for material furnished or labor performed through the 27<sup>th</sup> day of March, 2024.

Reed Construction LLC, 2317 Grant St., Bettendorf, IA 52722 (Mailing: PO Box 473, DeWitt, IA 52742)

Company

x 

Owner

3/27/2024

Date

**Witnessed By:**



Signature of Witness

Susan Reed

Name (Print)

3/27/2024

Date

---

## MEMORANDUM

DATE: April 12, 2024  
TO: Deanna McCusker, City of Washington  
FROM: Mark Culver, Housing Specialist  
RE: Contractor Partial Payment Request

---

Enclosed please find the required paperwork to authorize contractor payment for the house at:

1027 E 3<sup>rd</sup> Street (Woodley)

I approve the payment request in the amount of

<u>\$5,950.00</u>	Rehab Dollars
<u>-\$595.00</u>	10% Retainage
<b><u>\$5,355.00</u></b>	<b>Total Dollars</b>

Please cut a check in the amount of \$5,355.00 and mail to:

Holm Innovations  
105 Dry Creek Ct  
Palo, IA 52324

**\*The enclosed "Partial Payment Request" document requires a signature and is marked with a "sign here" tab. After you have signed the documents please make a copy for your records and then return the originals to me with a copy of the check to the contractor.**

Thank you,



Mark Culver  
East Central Iowa Council of Governments  
319-289-0061



---

## MEMORANDUM

DATE: April 12, 2024  
TO: Deanna McCusker, City Administrator  
FROM: Mark Culver, Housing Specialist  
RE: Contractor Final Payment Request

---

Enclosed please find the required paperwork to authorize contractor payment for the house at:

319 E Washington Street (Mondia)

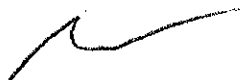
I approve the payment request in the amount of **\$10,550.00**

Please cut a check in the amount of \$10,550.00 and Mail to the contractor.

L&M Construction  
421 16<sup>th</sup> Street ME  
Cedar Rapids, IA 52402

**\*The enclosed "Final Payment Request" and Change order documents require a signature and is marked with a "sign here" tab. After you have signed the documents please make a copy for your records and then return the originals to me with a copy of the check to the contractor.**

Thank you,



Mark Culver  
East Central Iowa Council of Governments  
319-289-0061



# CITY OF WASHINGTON HOUSING REHABILITATION PROGRAM

**Homeowner Name:** Tony Mondia  
**Address:** 319 E Washington Street  
 Washington, IA 52353


**Contractor Name:** L&M Construction  
**Address:** 421 16th Street NE  
 Cedar Rapids, IA 52402  
**Phone:** 319-533-4352

## FINAL PAYMENT REQUEST

Final Items Completed:	\$10,150.00
New Change Order Total:	\$400.00
Total:	\$10,550.00
Add Retainage 10%	\$0.00
<b>Final Payment Due:</b>	<b>\$10,550.00</b>

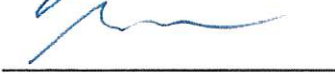
<b>Payment Summary</b>	Partial Payment	\$0.00
	Final Payment:	\$10,550.00
	Total Payment:	\$10,550.00
\$10,150.00	\$400.00	\$10,550.00
Original Contract +	Total Change Orders =	Total Payment

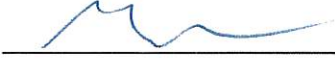
The undersigned contractor certifies that all work is completed in regards to this request for payment in accordance with the contract documents and that all work to date was inspected.

**General Contractor:**  **Date:** 4/12/24

A property inspection has been made and the work completed to date meets my satisfaction in accordance with the construction contract. I authorize the release of payment.

**Property Owner:**  **Date:** 4/11/24

Approved by the  
**ECICOG Project Administrator:**  **Date:** 4-12-24

**Housing Inspector:**  **Date:** 4-12-24

**Grantee (City) Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

## MEMORANDUM

DATE: April 12, 2024  
TO: Deanna McCusker, City Administrator  
FROM: Mark Culver, Housing Specialist  
RE: Contractor Partial Payment Request

---

Enclosed please find the required paperwork to authorize contractor payment for the house at:

703 S. 3<sup>rd</sup> Ave (Hoffman)

I approve the payment request in the amount of

<u>\$5,950.00</u>	Rehab Dollars
<u>-\$595.00</u>	10% Retainage
<b><u>\$5,355.00</u></b>	<b>Total Dollars</b>

Please cut a check in the amount of \$5,355.00 and mail to:

L&M Construction  
421 16<sup>th</sup> Street ME  
Cedar Rapids, IA 52402

**\*The enclosed "Partial Payment Request" document requires a signature and is marked with a "sign here" tab. After you have signed the documents please make a copy for your records and then return the originals to me with a copy of the check to the contractor.**

Thank you,



Mark Culver  
East Central Iowa Council of Governments  
319-289-0061

City of Washington  
HOUSING REHABILITATION PROGRAM  
703 S. 3rd Ave (Hoffman)  
Washington, IA 52353

Contractor Name: L&M Construction  
Contractor Address: 421 16th Street NE  
Cedar Rapids, IA 52402  
Contractor Phone Number: 319-533-4352


**PARTIAL PAYMENT REQUEST**


Rehab Items Completed to Date:	_____	\$5,950.00
10% Retained:	_____	\$595.00
Earned Less Retainage:	_____	\$5,355.00
<b>Current Payment Due:</b>	_____	<b>\$5,355.00</b>

The undersigned contractor certifies that all work is completed in regards to this request for payment in accordance with the contract documents and that all work to date was inspected.


**General Contractor:** \_\_\_\_\_  **Date:** 4-12-24

A Property inspection has been made and the work completed to date meets my satisfaction in accordance with the construction contract. I authorize the release of payment.

**Property Owner:** \_\_\_\_\_  **Date:** 4-11-24

Approved by the  
**Housing Inspector:** \_\_\_\_\_  **Date:** 4-12-24

**Grantee Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Project Administrator:** \_\_\_\_\_  **Date:** 4-12-24



**RESOLUTION NO. 2024-**

**RESOLUTION ENDORSING AN APPLICATION FOR IOWA CULTURAL AND ENTERTAINMENT DISTRICT PROGRAM DESIGNATION**

**WHEREAS**, the City of Washington seeks to align with the goals of the Iowa Cultural and Entertainment District Program and further support that which distinguishes Washington's unique cultural downtown arts and facilities for people to live, work, and visit: and

**WHEREAS**, the City of Washington may apply for an Iowa Cultural and Entertainment District designation through the Iowa Economic Development Authority and the Iowa Arts Council; and

**WHEREAS**, the City of Washington will then, if designated an Iowa Cultural and Entertainment District for a period of 10 years, be eligible for competitive funding opportunities: and

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

Section 1. The City Council endorses the submission of an application to be designated an Iowa Cultural and Entertainment District.

Section 2. The City Council states its commitment in partnering with local boards and organizations to continue to grow, improve and promote Washington as outlined in the application.

Passed and approved this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Amanda J. Waugh, City Clerk

*Millie Youngquist, Mayor Pro Tem  
Kelsey Brown, Finance Director  
Amanda Waugh, City Clerk  
Kevin Olson, City Attorney  
Deanna McCusker, City Administrator*



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

---

April 16, 2024

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

From: Deanna McCusker  
City Administrator

Re: DIG Extension for DW Developments for 111 N. Marion

Their reimbursement of \$25,000 from the Downtown Investment Grant (DIG) was to be concluded by January 18, 2024. The project is taking a little longer than anticipated, so they are requesting an extension until August 31, 2024.

Their plan is to have the project concluded by June 1, 2024, but in case of any unforeseen delays, the August 31, 2024 deadline should be attainable.

**RESOLUTION NO. 2024- \_\_\_\_\_**

**A RESOLUTION APPROVING AN EXTENSION FOR THE DOWNTOWN  
INVESTMENT GRANT WITH DW DEVELOPMENTS FOR UPPER FLOOR  
RENATION AT 111 N. MARION AVENUE**

WHEREAS, the City Council approved a Downtown Investment Grant in the amount of \$25,000.00 to DW Developments for the upper floor renovations at 111 N. Marion Avenue on January 18, 2022; and,

WHEREAS, DW Developments is requesting an extension until August 31, 2024 to finish the project and request reimbursement of the \$25,000.

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

Section 1. The City Council does hereby approve the extension of the Downtown Investment Grant reimbursement period to August 31, 2024.

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

PASSED AND APPROVED this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Amanda Waugh, City Clerk

**RESOLUTION NO. 2024-**

**A RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING AND LETTING  
ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND  
ESTIMATE OF COST FOR THE WELLNESS PARK CONCESSION STAND  
PROJECT AND TAKING OF BIDS THEREFORE**

WHEREAS, the City Council has heretofore authorized certain improvements that are in the best interests of the City, to be completed in accordance with the plans, specifications and form of contract prepared by the City, and such proposed plans, specifications, set public hearing date, form of contract and estimate of cost being on file with the City Clerk; and

WHEREAS, detailed plans and specifications, notice of hearing and notice to bidders, form of contract and estimate of cost have been prepared and filed by the City; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and to advertise for sealed bids.

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

Section 1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are subject to the hearing.

Section 2. The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 10%.

Section 4. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction of the Project on May 16, 2024 at 9:05 AM at City Hall, 215 E. Washington Street, Washington, Iowa. The May 21, 2024 at 6:00 PM at the Council Chambers, Washington City Hall, 215 East Washington Street, Washington, Iowa is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and the May 21, 2024 at 6:00 PM at the Council Chambers, Washington City Hall, 215 East Washington Street, Washington, Iowa as the time and place of considering bids received by the City in connection therewith.

Section 5. The City Council hereby authorizes the City Clerk to provide notice of the aforementioned hearing and taking of bids in accordance with Chapter 26 of the Code of Iowa by posting a notice to bidders not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids in a relevant contractor plan room service

with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the Iowa League of Cities website. The said notice is in the form substantially as attached to this Resolution.

Section 6. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all Resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 16<sup>th</sup> day of April, 2024.

---

Millie Youngquist, Mayor Pro Tem

ATTEST:

---

Amanda Waugh, City Clerk

**SCHEDULE**

**FOR**

***WELLNESS PARK CONCESSION STAND***

***WASHINGTON, IOWA***

April 16, 2024:	Approve Plans & Specifications Set Public Hearing Date and Bid Date
April 19, 2024:	Plans and Specifications Available Post Notice to Bidders
May 14, 2026:	Publish Notice of Public Hearing (week of)
May 16, 2024:	Receive Bids for Project
May 21, 2024:	Public Hearing & Award Contract
June 3, 2024:	Notice to Proceed
November 1, 2024:	Final Completion

Concession Stand  
 Washington, Iowa  
 April 12, 2024



ITEM No.	Description	Unit	Estimated Quantities	Unit Price	Extended Price
1	Concession Stand	LS	1	\$ 275,000.00	\$ 275,000.00
2	Water Service - Corporation, Service Line, Curb Stop, and Box	LS	1	\$ 4,000.00	\$ 4,000.00
3	Sanitary Service w/drop structure	LS	1	\$ 4,000.00	\$ 4,000.00
4	Excavation	CY	50	\$ 30.00	\$ 1,500.00
5	Storm Sewer, 18"	LF	125	\$ 80.00	\$ 10,000.00
6	Intakes, 512 Beehive	EA	3	\$ 4,000.00	\$ 12,000.00
7	Removal of Pavement	SY	120	\$ 20.00	\$ 2,400.00
8	Pavement, Sidewalk, 5"	SY	160	\$ 50.00	\$ 8,000.00
9	Modified Subbase, 6"	CY	25	\$ 50.00	\$ 1,250.00
10	Construction Survey	LS	1	\$ 5,000.00	\$ 5,000.00
11	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00

<b>Subtotal</b>		\$ 358,150.00
Contingency	10%	\$ 35,815.00
<b>Construction Total</b>		\$ 393,965.00
Engineering	15% of subtotal	\$ 53,700.00
<b>Project Total</b>		\$ 447,665.00

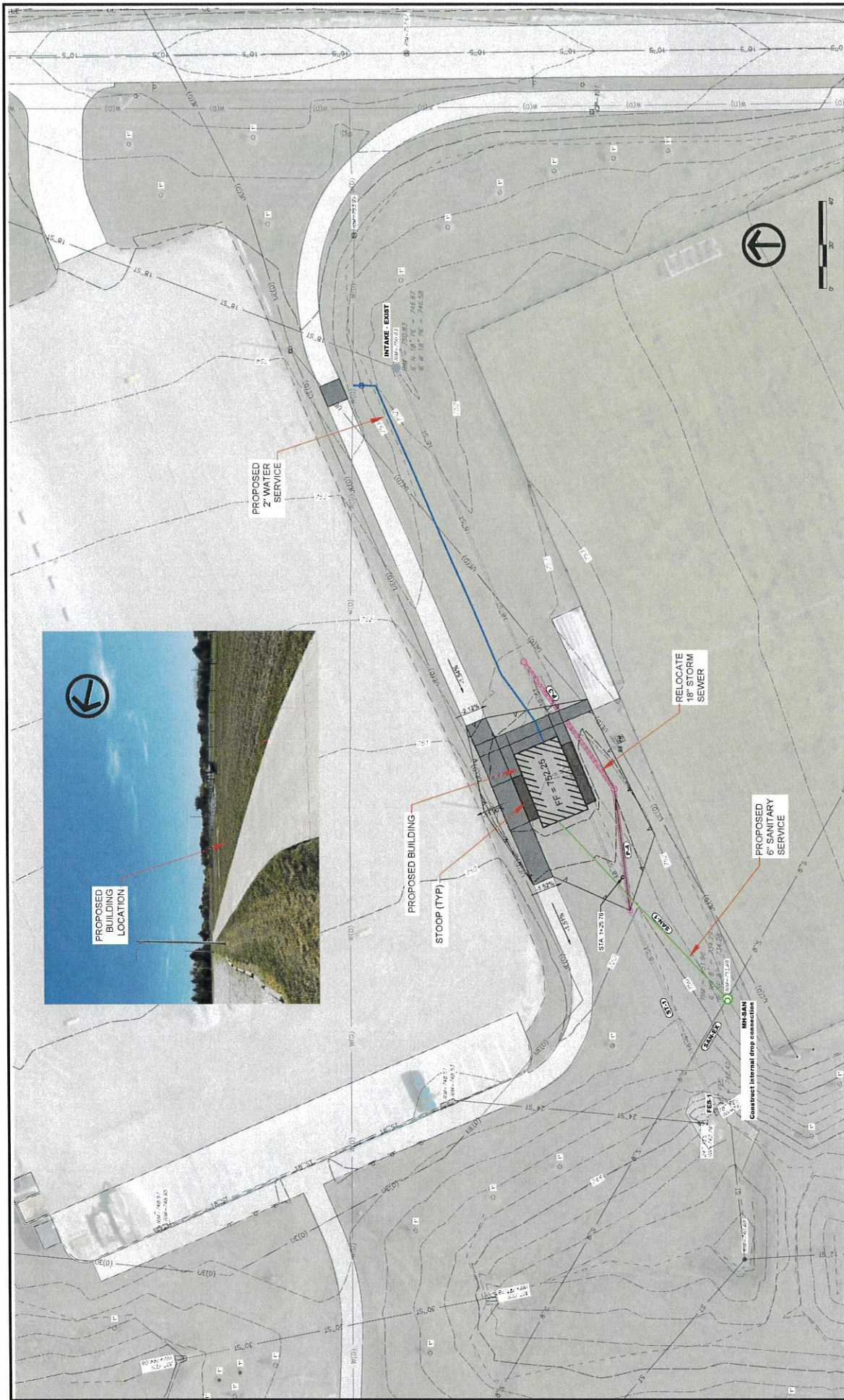










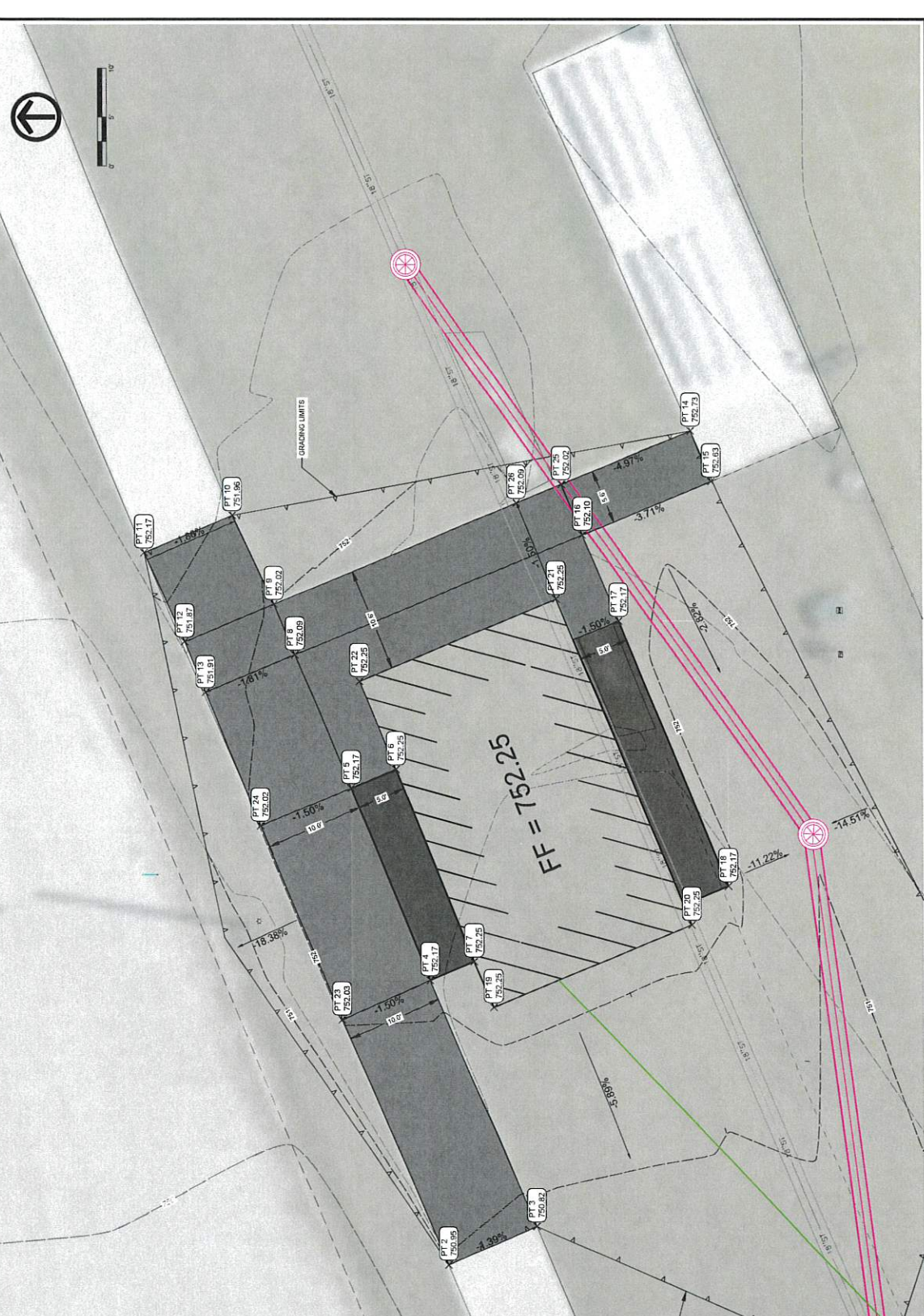


DATE		REVISIONS				WELLNESS PARK PHASE II CONCESSION BUILDING CITY OF WASHINGTON 2800 University Parkway, Suite 100 • Columbia, MD 21044 301-985-1000 • 301-985-1088(FAX) • 888-541-8800(10015)		OVERALL SITE PLAN C-101 PROJECT		SHEET NO. 2403	
SCALE	AS NOTED	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY
DRAWN	LJR										
CHECKED	LJR										
APPROVED	LJR										
ISSUED FOR	ISSUED FOR										

XREFS: 2457 Top & Drive Arch'd & 2458 Site Geometry  
 FILE PATH: \\KCVL\PROJECTS\HARDWARE\WASHINGTON\2024\WELLNESS\_PARK\_CONCESSION\_STANDARD\DESIGN\_CD\2458 SITE DESIGN

PLOTTED: Friday, April 12, 2024 2:33 PM

Point #	Northing	Easting	Elevation	Description
2	48210.06	215003.95	750.85	MATCH
3	48230.00	215007.86	750.82	MATCH
4	48211.02	215002.92	753.17	STCOOP
5	48219.98	215002.52	752.17	STCOOP
6	48215.55	215004.43	752.25	STCOOP
7	48207.25	215004.83	752.25	STCOOP
8	48225.61	215006.15	752.09	FG
9	48227.75	215100.32	752.02	EP
10	48232.02	215100.37	751.96	MATCH
11	48241.20	215105.58	752.17	MATCH
12	48236.09	215007.50	751.87	EP
13	48234.85	215002.33	751.91	EP
14	48224.07	215119.01	752.73	MATCH
15	48202.85	215119.03	752.00	MATCH
16	48226.64	215108.38	752.10	EP
17	48232.41	215005.69	752.17	STCOOP
18	48231.22	215002.53	752.17	STCOOP
19	48235.32	215009.17	752.25	BLDG
20	48224.89	215008.93	752.25	BLDG
21	48228.75	215107.85	752.25	BLDG
22	48219.08	215003.44	752.25	BLDG
23	48221.62	215008.91	752.03	MATCH
24	48229.22	215078.70	752.02	MATCH
25	48228.18	215113.55	752.02	EP
26	48230.00	215111.64	752.09	BLDG



**VEENSTRA & KIMM INC.**

2600 University Parkway, Suite 100 • Corvallis, Iowa 52241  
 319-466-1000 • 319-466-1000(FAX) • 319-241-1000(MPUS)

**GRADING PLAN**

WELLNESS PARK PHASE II CONCESSION BUILDING  
 CITY OF WASHINGTON

---

DATE	SCALE	REVISIONS	ISSUED FOR

---

DATE	BY	CHKD	APPD	DATE	DATE	DATE

---

SHEET NO.	C-102	PROJECT	24618
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FILE PATH: \\KIMM\PROJECTS\2024\24618\WELLNESS\_PARK\_CONCESSION\_STANDARDS\GRADING\_PLAN...  
 PLOTTED: Friday, April 12, 2024 2:51:47 PM



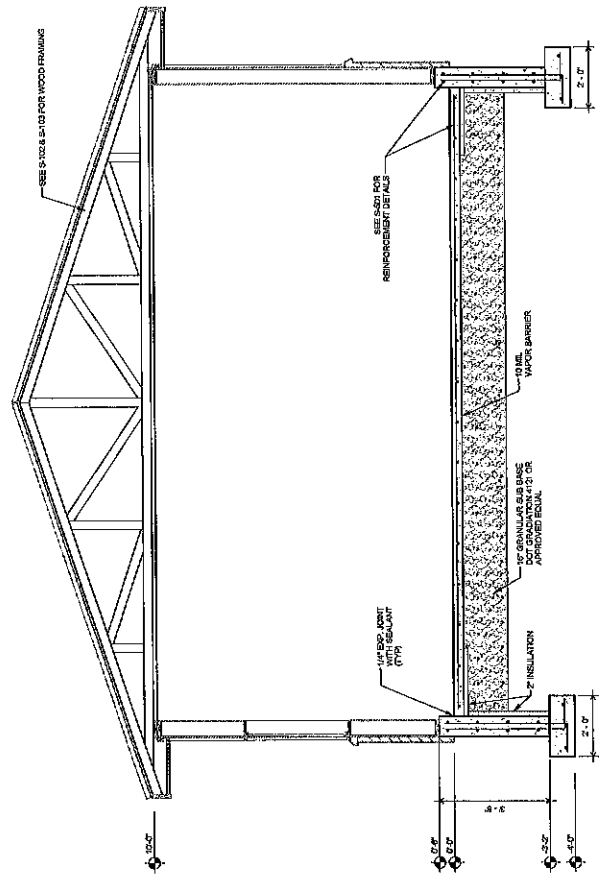
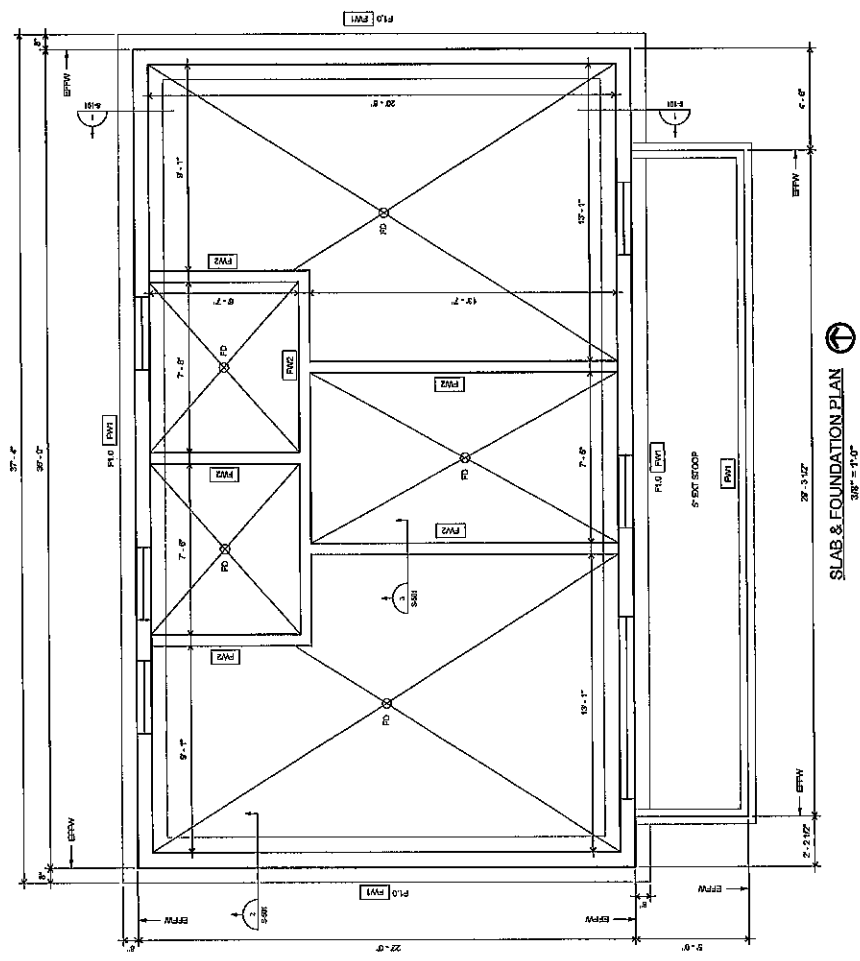
FOUNDATION WALL TYPES	
PLAN	SECTION

**GENERAL NOTES:**

- ALL ELEVATIONS REFERENCED TO FINISHED FLOOR (F.F.)
- INTERIOR SLAB, 4\"/>

**GENERAL NOTES:**

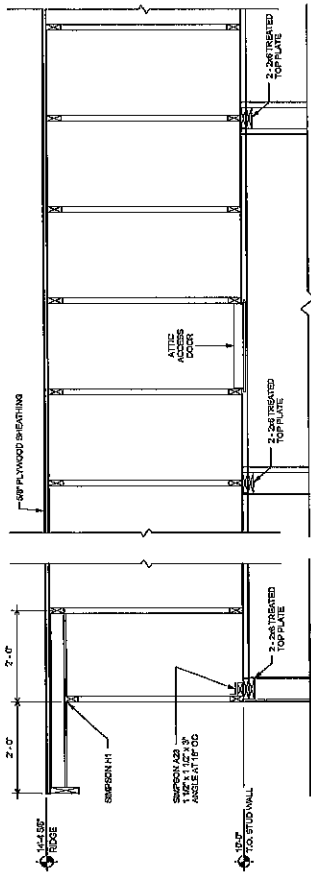
- ALL ELEVATIONS REFERENCED TO FINISHED FLOOR (F.F.)
- INTERIOR SLAB, 4\"/>



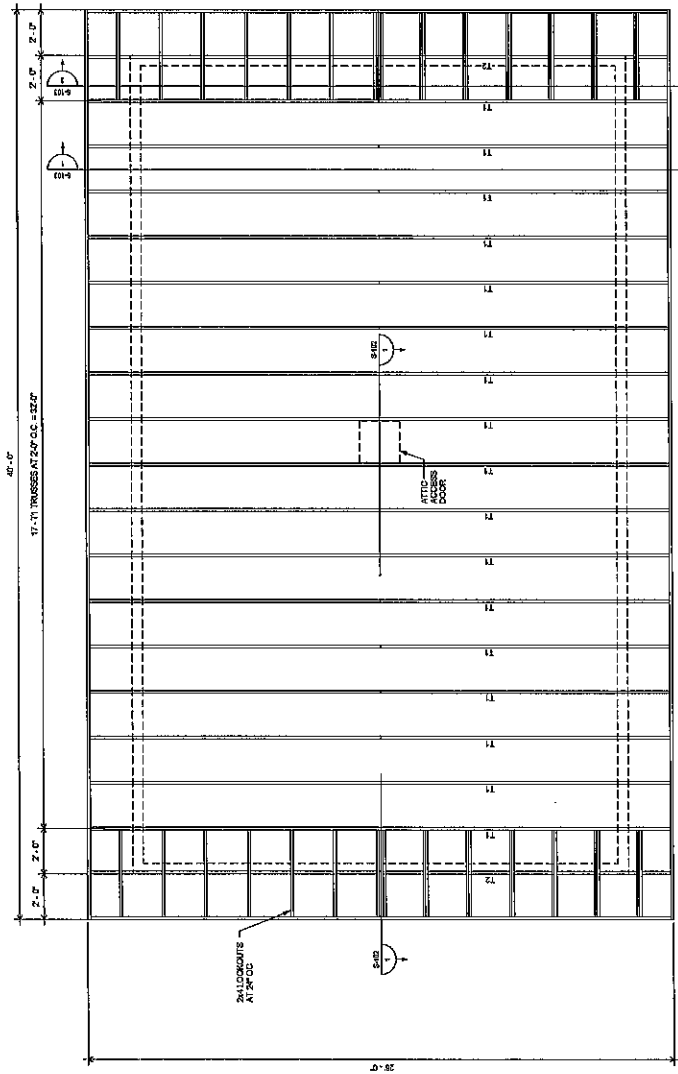
**CROSS SECTION**  
1/2\"/>

**SLAB & FOUNDATION PLAN**  
3/8\"/>

<b>VEENSTRA &amp; KIMM INC.</b>		WELLNESS PARK PHASE II CONCESSION BUILDING CITY OF WASHINGTON	DRG. NO. <b>S-101</b>
		PROJECT 2022	
2600 University Parkway, Suite 100 • Corvallis, Iowa 52241 319-465-1000 • 319-465-1000 (FAX) • 319-465-1000 (WWW)		FOUNDATION PLAN & SECTION	



**Framing Section**  
 S-102  
 3/4" = 1'-0"

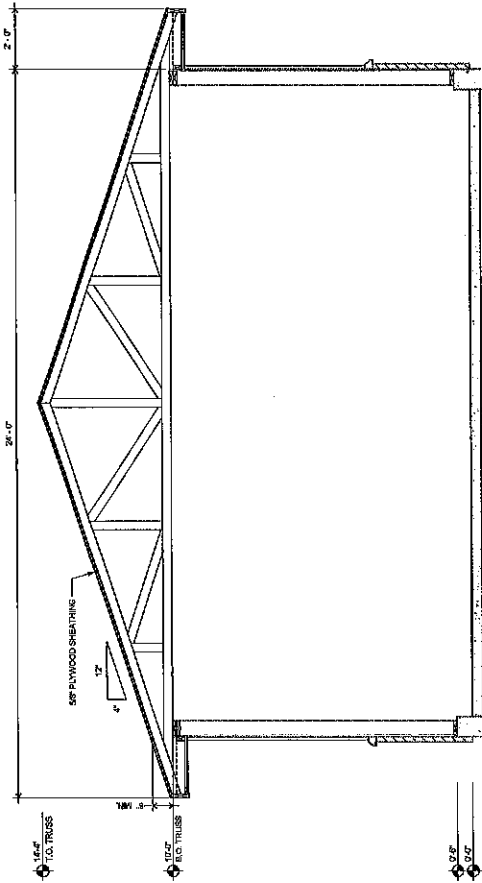


**Roof Framing Plan**  
 3/8" = 1'-0"

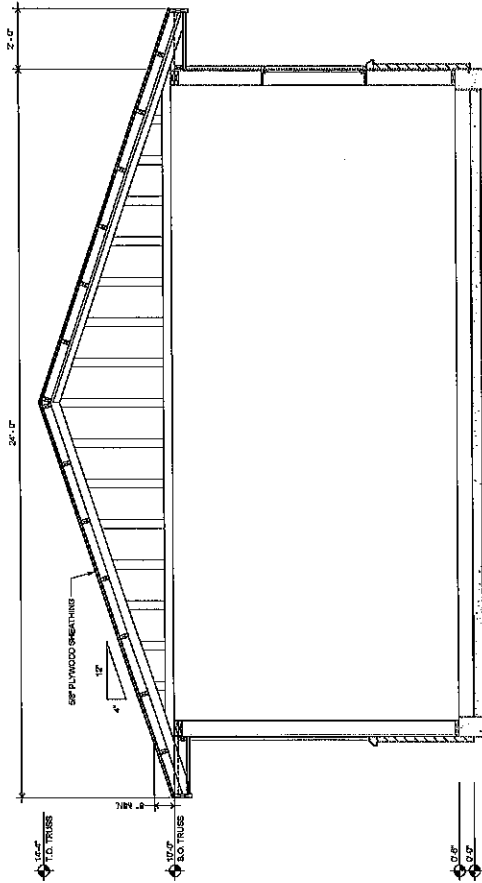
DATE		REVISIONS		SCALE		ATTACHED		DWG. NO.	
									S-102
				DATE	BY	APPROVED	DATE		
				<b>VEENSTRA &amp; KIMM INC.</b> 2600 University Parkway - Suite 1 • Corvallis, Iowa 52241 319-365-1030 • 319-365-1035(FAX) • 319-365-4001(FACTS)				PROJECT <b>FRAMING PLAN &amp; SECTION</b>	

WELLNESS PARK PHASE II CONCESSION BUILDING  
 CITY OF WASHINGTON





1 TRUSS T1  
5/8"



2 TRUSS T2  
5/8"

DATE		REVISIONS		SCALE	5/8" = 1'-0"	DATE	4-15-2024	PROJECT	FRAMING SECTIONS	DWG. NO.	S-103
				DRAWN	JL						
				CHECKED							
				APPROVED							
				DATE	4-15-2024						
				ISSUED FOR	ISSUED						

WELLNESS PARK PHASE II CONCESSION BUILDING  
 CITY OF WASHINGTON  
 5924 University Parkway, Suite 1 • Columbia, Iowa 52241  
 319-266-1000 • 319-266-1005/FAX • 888-241-5000(VATS)





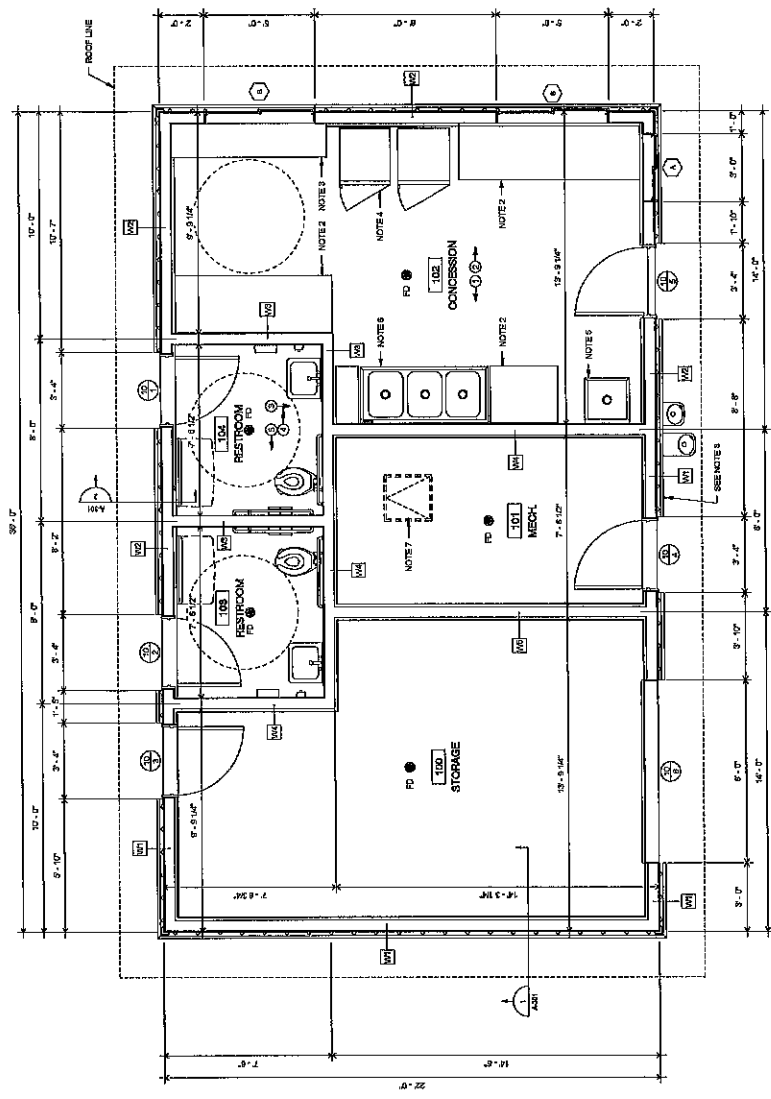
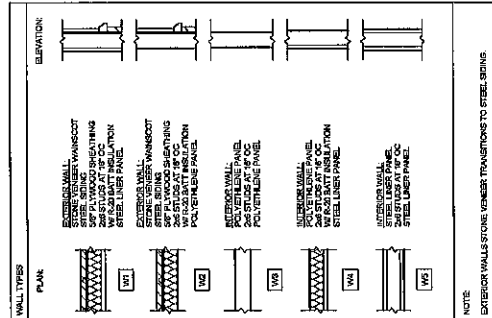
**ROOM FINISH SCHEDULE**

ROOM NO.	ROOM NAME	AREA	FLOOR FINISH	BASE FINISH	CEILING FINISH	WALLS	W	REMARKS
100	STORAGE	242.50	CR	NONE	LP	LP	LP	
101	RESTROOM	102.50	CR	NONE	LP	LP	LP	
102	RESTROOM	42.50	CR	NONE	LP	LP	LP	
103	RESTROOM	48.50	CR	NONE	LP	LP	LP	

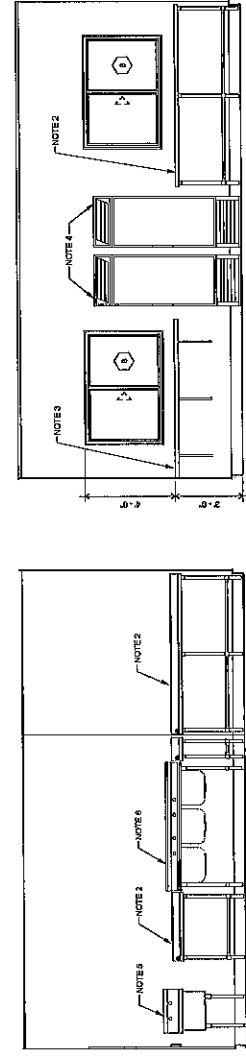
- NOTES**
- CONTRACTOR TO VERIFY ALL DIMENSIONS, BESS, TYPES, ETC. REFERRED TO IN THIS SCHEDULE. DETAILS, FRAME TYPES, FINISHES, AND HARDWARE SHALL BE PROVIDED BY OWNER.
  - FRAME FINISHES SHALL BE PROVIDED BY OWNER.
  - INTERIOR WALLS SHALL BE FINISHED WITH POLYURETHANE PANEL.
  - SPINERIES SHALL BE FINISHED WITH POLYURETHANE PANEL.
  - SPINERIES SHALL BE FINISHED WITH POLYURETHANE PANEL.
  - SPINERIES SHALL BE FINISHED WITH POLYURETHANE PANEL.
  - SPINERIES SHALL BE FINISHED WITH POLYURETHANE PANEL.
  - SPINERIES SHALL BE FINISHED WITH POLYURETHANE PANEL.
  - SPINERIES SHALL BE FINISHED WITH POLYURETHANE PANEL.
  - SPINERIES SHALL BE FINISHED WITH POLYURETHANE PANEL.

- LEGENDS TOILET ACCESSORY**
- TA-1: TOILET PAPER HOLDER, METAL, ROLLER
  - TA-2: FRAMBLESS GLASS MIRROR, 30" W x 28" H, 2 REQUIRED
  - TA-3: SURFACE MOUNTED HIGH EFFICIENCY ADA HAND DRYER
  - TA-4: SURFACE MOUNTED SOAP DISPENSER, PUSH OPERATION
  - TA-5: SURFACE MOUNTED HORIZONTAL CIRC VERTICAL AT EACH RESTROOM TOILET
  - TA-6: HORIZONTAL BARY CHANGING STATION, 2 REQUIRED

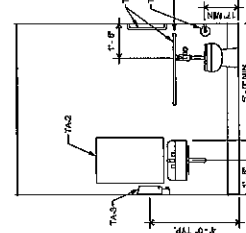
- ALL ACCESSORIES SHALL SET ON STANDOFFS**
- ASSEMBLIES**
- FLOORS: CS CONCRETE W/ SEALER, FD FLOOR DRAIN
  - WALLS: LP INTERIOR LINER STEEL, PP CASHEW/PP/POLYURETHANE PANEL
  - BASE: NONE
  - CEILING: LP INTERIOR LINER STEEL
  - DOORS AND FRAMES: HM-1 HOLLOW METAL INSULATED, SS STAINLESS STEEL



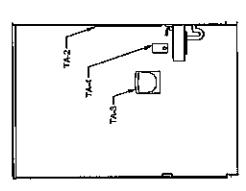
**FLOOR PLAN**  
3/8" = 1'-0"



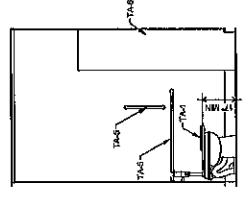
**INTERIOR ELEVATION**



**INTERIOR ELEVATION**



**INTERIOR ELEVATION**



**INTERIOR ELEVATION**

DATE: \_\_\_\_\_

SCALE: AS SHOWN

DRAWN: \_\_\_\_\_

CHECKED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: 4-15-2024

ISSUED FOR: SECOND

VEENSTRA & KIMM INC.

WELLNESS PARK PHASE II CONCESSION BUILDING  
CITY OF WASHINGTON

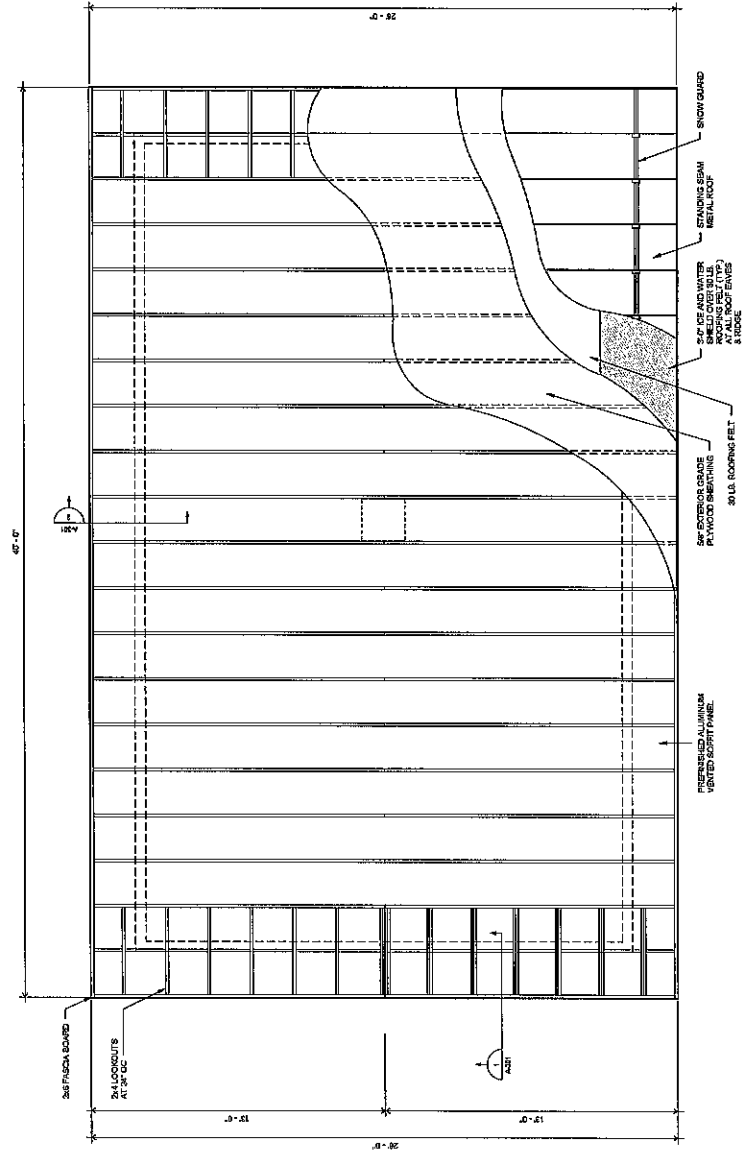
3500 MICHIGAN PARKWAY, SUITE 100 • COLUMBIA, MISSOURI 65244  
314-996-1000 • 314-996-1008 (FAX) • 314-996-4001 (GATEWAY)

**FLOOR PLAN**

A-101

PROJECT

- NOTES**
- OWNER TO SELECT COLOR OF METAL SOFFIT, FASCIA PANELS AND ACCESSORIES.
  - INSTALL METAL PANELS AND ACCESSORIES PER MANUFACTURER'S RECOMMENDATIONS.
  - SEE SHEET FOR ADDITIONAL JOIST FRAMING DETAILS.



ROOF PLAN  
3/8" = 1'-0"

DWG. NO. A-102  
PROJECT

ROOF PLAN

WELLNESS PARK, PHASE II CONCESSION BUILDING  
CITY OF WASHINGTON



DATE	REVISIONS	SCALE	# OF SHEETS	ALL

WELLNESS PARK, PHASE II CONCESSION BUILDING  
CITY OF WASHINGTON  
313-205-1000 • 313-205-1000(FAX) • 888-294-8000(EXT.15)

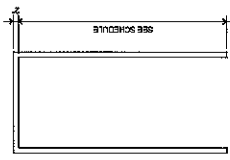




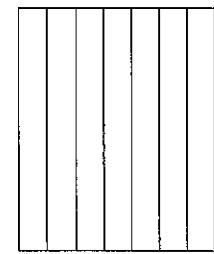
TYPE MARK	SIZE	TYPE
1A	5'-0" X 3'-6" A	
1B	5'-0" X 3'-6" B	
2B	5'-0" X 3'-6" B	

**WINDOW SCHEDULE**

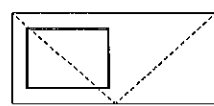
NO.	DOOR	SIZE	FRAME TYPE	DOOR TYPE	FRAME GROUP	REMARKS
1	8'-0" X 7'-0"	D-1	HM	HM		
2	8'-0" X 7'-0"	D-1	HM	HM		
3	8'-0" X 7'-0"	D-1	HM	HM		
4	8'-0" X 7'-0"	D-1	HM	HM		
5	8'-0" X 7'-0"	D-1	HM	HM		
6	8'-0" X 7'-0"	D-1	HM	HM		OVERHEAD DOOR



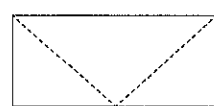
FRAME TYPE  
1/2" = 1'-0"



TYPE D3

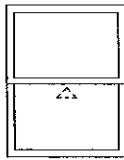


TYPE D2  
1 3/8" THICK



TYPE D1  
1 3/8" THICK

DOOR TYPE  
1/2" = 1'-0"



TYPE B  
ALUM. WINDOW



TYPE A  
ALUM. WINDOW

WINDOW TYPES  
1/2" = 1'-0"

DATE	REVISIONS	SCALE	DATE	BY	CHKD	DATE	BY
		1/4" = 1'-0"					



WELLNESS PARK PHASE II CONCESSION BUILDING  
CITY OF WASHINGTON  
2800 University Parkway - Suite 1 • Crystalia, Iowa 52741  
319-466-1000 • 319-466-1000(FAX) • 888-261-8001(EXT.75)

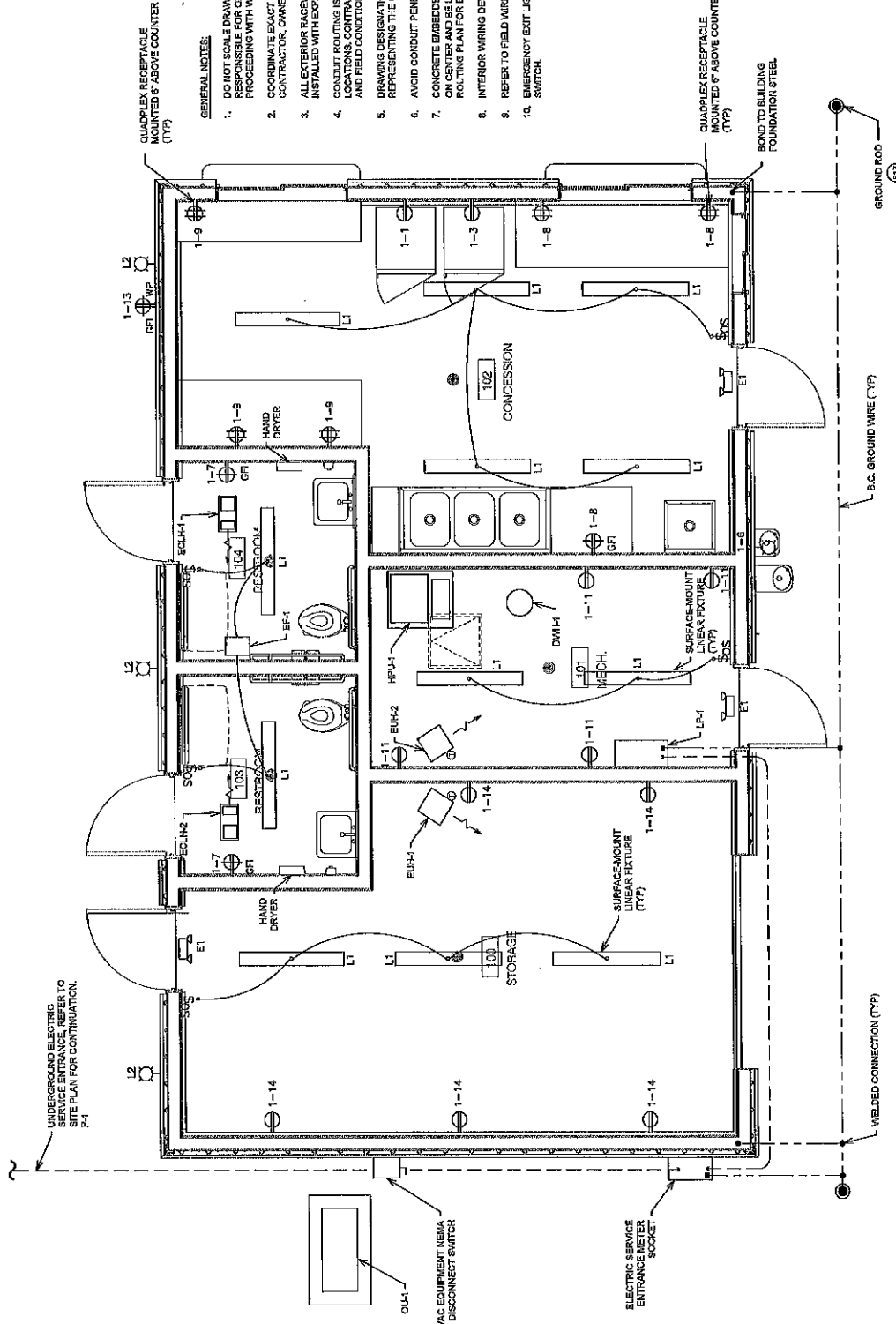
DWG. NO. A-501  
PROJECT

DETAILS









**GENERAL NOTES:**

1. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
2. COORDINATE EXACT LOCATION OF EQUIPMENT AND FIXTURES WITH GENERAL CONTRACTOR, OWNER AND ENGINEER PRIOR TO ROUGH-IN.
3. ALL EXTERIOR RACEWAYS THAT EXTEND FROM BELOW GRADE TO ABOVE GRADE SHALL BE INSTALLED WITH EXPANSION COLLAR BEEVES.
4. CONSULT ROUTING IS DIAGRAMMATIC IN NATURE AND IS NOT INTENDED TO DEFINE EXACT LOCATIONS. CONTRACTOR IS TO DETERMINE BEST ROUTING BASED ON OTHER UTILITIES AND FIELD CONDITIONS.
5. DRAWING DESIGNATIONS FOR LIGHTING PANEL LP-1 CIRCUITS ARE AS FOLLOWS, WITH X REPRESENTING THE CIRCUIT NUMBER, YX.
6. AVOID CONDUIT PENETRATIONS ON TOP OF WALL-MOUNTED PANELS, WHERE FEASIBLE.
7. CONCRETE EMBEDDED RACEWAYS SHALL BE SPACED NOT LESS THAN 3 PIPE DIAMETERS ON CENTER AND BE LOCATED IN A DOUBLE OR SINGLE CONDUIT RACEWAY. CONTRACTOR SHALL SUBMIT CONDUIT ROUTING PLAN FOR ENGINEER REVIEW PRIOR TO INSTALLATION.
8. INTERIOR WIRING DEVICES SHALL BE MOUNTED AT 48" AFF., UNLESS OTHERWISE NOTED.
9. REFER TO FIELD WIRING SCHEDULE FOR COMPLETE LISTING OF BUILDING POWER WIRING.
10. EMERGENCY EXIT LIGHT FIXTURES SHALL BE POWERED FROM LINE SIDE OF ROOM LIGHT SWITCH.

LIGHTING LEGEND	
	WALL MOUNTED OCCUPANCY SENSORS WITH MANUAL OVERRIDE
	LIGHT SWITCH

SHEET NO. E-101  
PROJECT

**ELECTRICAL PLAN**

WELLNESS PARK PHASE II CONCESSION BUILDING  
CITY OF WASHINGTON



2500 University Parkway, Suite 100 • Columbia, Iowa 52224  
319-465-1200 • 319-465-1000/FAX • 888-241-5001/WWW

DATE	REVISIONS	ISSUED FOR	BY	DATE

**LP-1 - CONCESSION MECHANICAL ROOM**  
120/240 VOLTS, 1 PHASE, 3 WIRE  
200 AMP RATED

NO	SIZE	CONDUIT	TERMINALS	FROM	TO	NOTES
1	1/2"	1/2"	1/2"	UTILITY TRANSFORMER	UTILITY METER CABINET	1
2	3/4"	3/4"	3/4"	UTILITY METER CABINET	6. COOLER REC.	1.2
3	1"	1"	1"	UTILITY METER CABINET	EXTERIOR LIGHTS	1.2
4	1 1/2"	1 1/2"	1 1/2"	UTILITY METER CABINET	RESTROOM LIGHTS / DP-1	1.2
5	2"	2"	2"	UTILITY METER CABINET	N. COOLER REC.	1.2
6	2 1/2"	2 1/2"	2 1/2"	UTILITY METER CABINET	EXTERIOR REC.	1.2
7	3"	3"	3"	UTILITY METER CABINET	14. COOLER REC.	1.2
8	3 1/2"	3 1/2"	3 1/2"	UTILITY METER CABINET	EXHAUST FAN	1.2
9	4"	4"	4"	UTILITY METER CABINET	18. RESTROOM HAND DRYER	1.2
10	4 1/2"	4 1/2"	4 1/2"	UTILITY METER CABINET	20. 1/4" RESTROOM HAND DRYER	1.2
11	5"	5"	5"	UTILITY METER CABINET	22. 24" 1/4"	1.2
12	5 1/2"	5 1/2"	5 1/2"	UTILITY METER CABINET	25. 20"	1.2
13	6"	6"	6"	UTILITY METER CABINET	27. 25-00A	1.2
14	6 1/2"	6 1/2"	6 1/2"	UTILITY METER CABINET	29. 20"	1.2
15	7"	7"	7"	UTILITY METER CABINET	30. 20"	1.2
16	7 1/2"	7 1/2"	7 1/2"	UTILITY METER CABINET	31. 20"	1.2
17	8"	8"	8"	UTILITY METER CABINET	32. 20"	1.2
18	8 1/2"	8 1/2"	8 1/2"	UTILITY METER CABINET	33. 20"	1.2
19	9"	9"	9"	UTILITY METER CABINET	34. 20"	1.2
20	9 1/2"	9 1/2"	9 1/2"	UTILITY METER CABINET	35. 20"	1.2
21	10"	10"	10"	UTILITY METER CABINET	36. 20"	1.2
22	10 1/2"	10 1/2"	10 1/2"	UTILITY METER CABINET	37. 20"	1.2
23	11"	11"	11"	UTILITY METER CABINET	38. 20"	1.2
24	11 1/2"	11 1/2"	11 1/2"	UTILITY METER CABINET	39. 20"	1.2
25	12"	12"	12"	UTILITY METER CABINET	40. 20"	1.2
26	12 1/2"	12 1/2"	12 1/2"	UTILITY METER CABINET	41. 20"	1.2
27	13"	13"	13"	UTILITY METER CABINET	42. 20"	1.2
28	13 1/2"	13 1/2"	13 1/2"	UTILITY METER CABINET	43. 20"	1.2
29	14"	14"	14"	UTILITY METER CABINET	44. 20"	1.2
30	14 1/2"	14 1/2"	14 1/2"	UTILITY METER CABINET	45. 20"	1.2
31	15"	15"	15"	UTILITY METER CABINET	46. 20"	1.2
32	15 1/2"	15 1/2"	15 1/2"	UTILITY METER CABINET	47. 20"	1.2
33	16"	16"	16"	UTILITY METER CABINET	48. 20"	1.2
34	16 1/2"	16 1/2"	16 1/2"	UTILITY METER CABINET	49. 20"	1.2
35	17"	17"	17"	UTILITY METER CABINET	50. 20"	1.2
36	17 1/2"	17 1/2"	17 1/2"	UTILITY METER CABINET	51. 20"	1.2
37	18"	18"	18"	UTILITY METER CABINET	52. 20"	1.2
38	18 1/2"	18 1/2"	18 1/2"	UTILITY METER CABINET	53. 20"	1.2
39	19"	19"	19"	UTILITY METER CABINET	54. 20"	1.2
40	19 1/2"	19 1/2"	19 1/2"	UTILITY METER CABINET	55. 20"	1.2
41	20"	20"	20"	UTILITY METER CABINET	56. 20"	1.2
42	20 1/2"	20 1/2"	20 1/2"	UTILITY METER CABINET	57. 20"	1.2
43	21"	21"	21"	UTILITY METER CABINET	58. 20"	1.2
44	21 1/2"	21 1/2"	21 1/2"	UTILITY METER CABINET	59. 20"	1.2
45	22"	22"	22"	UTILITY METER CABINET	60. 20"	1.2
46	22 1/2"	22 1/2"	22 1/2"	UTILITY METER CABINET	61. 20"	1.2
47	23"	23"	23"	UTILITY METER CABINET	62. 20"	1.2
48	23 1/2"	23 1/2"	23 1/2"	UTILITY METER CABINET	63. 20"	1.2
49	24"	24"	24"	UTILITY METER CABINET	64. 20"	1.2
50	24 1/2"	24 1/2"	24 1/2"	UTILITY METER CABINET	65. 20"	1.2
51	25"	25"	25"	UTILITY METER CABINET	66. 20"	1.2
52	25 1/2"	25 1/2"	25 1/2"	UTILITY METER CABINET	67. 20"	1.2
53	26"	26"	26"	UTILITY METER CABINET	68. 20"	1.2
54	26 1/2"	26 1/2"	26 1/2"	UTILITY METER CABINET	69. 20"	1.2
55	27"	27"	27"	UTILITY METER CABINET	70. 20"	1.2
56	27 1/2"	27 1/2"	27 1/2"	UTILITY METER CABINET	71. 20"	1.2
57	28"	28"	28"	UTILITY METER CABINET	72. 20"	1.2
58	28 1/2"	28 1/2"	28 1/2"	UTILITY METER CABINET	73. 20"	1.2
59	29"	29"	29"	UTILITY METER CABINET	74. 20"	1.2
60	29 1/2"	29 1/2"	29 1/2"	UTILITY METER CABINET	75. 20"	1.2
61	30"	30"	30"	UTILITY METER CABINET	76. 20"	1.2
62	30 1/2"	30 1/2"	30 1/2"	UTILITY METER CABINET	77. 20"	1.2
63	31"	31"	31"	UTILITY METER CABINET	78. 20"	1.2
64	31 1/2"	31 1/2"	31 1/2"	UTILITY METER CABINET	79. 20"	1.2
65	32"	32"	32"	UTILITY METER CABINET	80. 20"	1.2
66	32 1/2"	32 1/2"	32 1/2"	UTILITY METER CABINET	81. 20"	1.2
67	33"	33"	33"	UTILITY METER CABINET	82. 20"	1.2
68	33 1/2"	33 1/2"	33 1/2"	UTILITY METER CABINET	83. 20"	1.2
69	34"	34"	34"	UTILITY METER CABINET	84. 20"	1.2
70	34 1/2"	34 1/2"	34 1/2"	UTILITY METER CABINET	85. 20"	1.2
71	35"	35"	35"	UTILITY METER CABINET	86. 20"	1.2
72	35 1/2"	35 1/2"	35 1/2"	UTILITY METER CABINET	87. 20"	1.2
73	36"	36"	36"	UTILITY METER CABINET	88. 20"	1.2
74	36 1/2"	36 1/2"	36 1/2"	UTILITY METER CABINET	89. 20"	1.2
75	37"	37"	37"	UTILITY METER CABINET	90. 20"	1.2
76	37 1/2"	37 1/2"	37 1/2"	UTILITY METER CABINET	91. 20"	1.2
77	38"	38"	38"	UTILITY METER CABINET	92. 20"	1.2
78	38 1/2"	38 1/2"	38 1/2"	UTILITY METER CABINET	93. 20"	1.2
79	39"	39"	39"	UTILITY METER CABINET	94. 20"	1.2
80	39 1/2"	39 1/2"	39 1/2"	UTILITY METER CABINET	95. 20"	1.2
81	40"	40"	40"	UTILITY METER CABINET	96. 20"	1.2
82	40 1/2"	40 1/2"	40 1/2"	UTILITY METER CABINET	97. 20"	1.2
83	41"	41"	41"	UTILITY METER CABINET	98. 20"	1.2
84	41 1/2"	41 1/2"	41 1/2"	UTILITY METER CABINET	99. 20"	1.2
85	42"	42"	42"	UTILITY METER CABINET	100. 20"	1.2

RLA	61.0	62.0	63.0
RLA	64.0	65.0	66.0
HIGH-LESS MCA	67.0	68.0	69.0
HIGH-LESS MCA	70.0	71.0	72.0
HIGH-LESS MCA	73.0	74.0	75.0

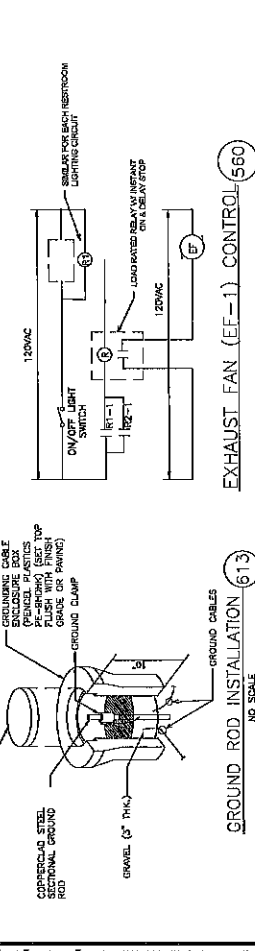
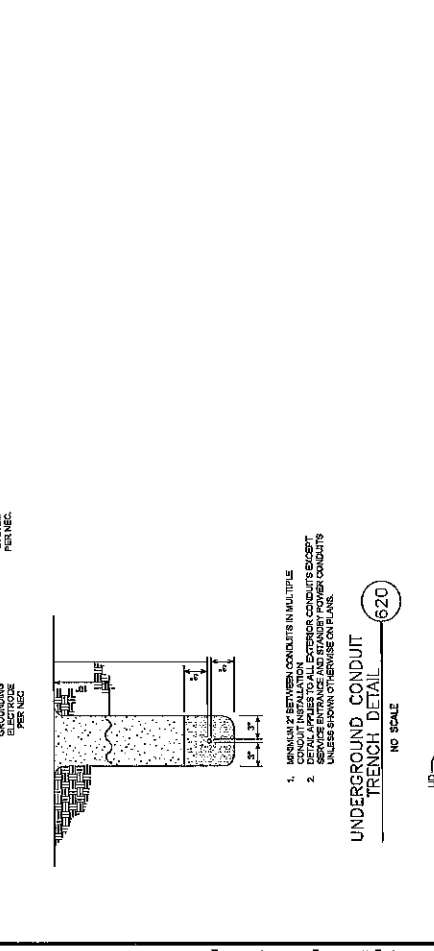
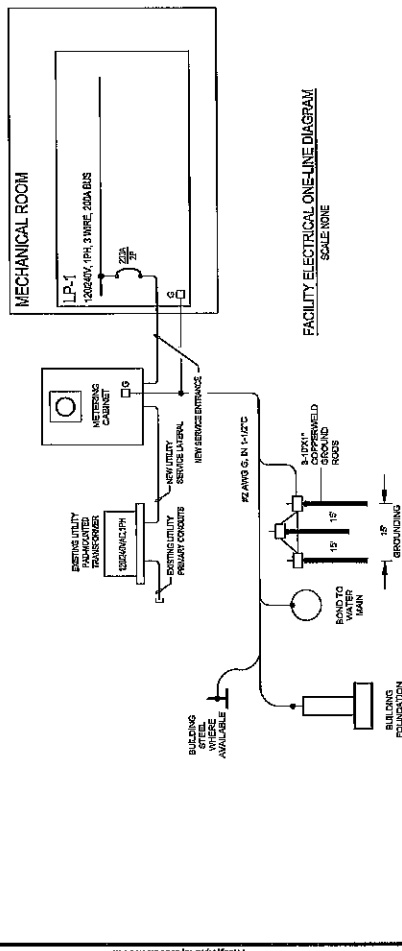
RLA 152.0 MCA 191.3

NO	SIZE	CONDUIT	TERMINALS	FROM	TO	NOTES
P-1	1/2"	1/2"	1/2"	UTILITY TRANSFORMER	UTILITY METER CABINET	1
P-2	3/4"	3/4"	3/4"	UTILITY METER CABINET	6. COOLER REC.	1.2
P-3	1"	1"	1"	UTILITY METER CABINET	EXTERIOR LIGHTS	1.2
P-4	1 1/2"	1 1/2"	1 1/2"	UTILITY METER CABINET	RESTROOM LIGHTS / DP-1	1.2
P-5	2"	2"	2"	UTILITY METER CABINET	N. COOLER REC.	1.2
P-6	2 1/2"	2 1/2"	2 1/2"	UTILITY METER CABINET	EXTERIOR REC.	1.2
P-7	3"	3"	3"	UTILITY METER CABINET	14. COOLER REC.	1.2
P-8	3 1/2"	3 1/2"	3 1/2"	UTILITY METER CABINET	EXHAUST FAN	1.2
P-9	4"	4"	4"	UTILITY METER CABINET	18. RESTROOM HAND DRYER	1.2
P-10	4 1/2"	4 1/2"	4 1/2"	UTILITY METER CABINET	20. 1/4" RESTROOM HAND DRYER	1.2
P-11	5"	5"	5"	UTILITY METER CABINET	22. 24" 1/4"	1.2
P-12	5 1/2"	5 1/2"	5 1/2"	UTILITY METER CABINET	25. 20"	1.2
P-13	6"	6"	6"	UTILITY METER CABINET	27. 25-00A	1.2
P-14	6 1/2"	6 1/2"	6 1/2"	UTILITY METER CABINET	29. 20"	1.2
P-15	7"	7"	7"	UTILITY METER CABINET	30. 20"	1.2
P-16	7 1/2"	7 1/2"	7 1/2"	UTILITY METER CABINET	31. 20"	1.2
P-17	8"	8"	8"	UTILITY METER CABINET	32. 20"	1.2
P-18	8 1/2"	8 1/2"	8 1/2"	UTILITY METER CABINET	33. 20"	1.2
P-19	9"	9"	9"	UTILITY METER CABINET	34. 20"	1.2
P-20	9 1/2"	9 1/2"	9 1/2"	UTILITY METER CABINET	35. 20"	1.2
P-21	10"	10"	10"	UTILITY METER CABINET	36. 20"	1.2
P-22	10 1/2"	10 1/2"	10 1/2"	UTILITY METER CABINET	37. 20"	1.2

1. ALL 70 CONDUITS MAY NOT BE SPENT ON CONDUITS, ROUTE CONDUITS AND USES AS PER THIS SCHEDULE  
2. CONDUIT MUST BE CAPABLE OF WITHSTANDING FULL CAPACITY (DO NOT EXCEED)

BRAND	BASE OF DESIGN	FEATURE DATA	VOLTAGE	NOTES
L1	RECALL MOUNTING HUB WITH 1/2" DIA. HOLES FOR 1/2" DIA. CONDUITS	RECALL MOUNTING HUB WITH 1/2" DIA. HOLES FOR 1/2" DIA. CONDUITS	120	2, 3, 4
L2	HUBBELL TYPE 200 20' 3" MOUNTING HUB WITH 1/2" DIA. HOLES FOR 1/2" DIA. CONDUITS	RECALL MOUNTING HUB WITH 1/2" DIA. HOLES FOR 1/2" DIA. CONDUITS	120	1, 2, 3
E1	ATLANTA HUBBELL 8" HUB	RECALL MOUNTING HUB WITH 1/2" DIA. HOLES FOR 1/2" DIA. CONDUITS	120	2, 3, 5

- NOTES:  
1. PUNISH FEATURE WITH 1/2" DIA. HOLES FOR 1/2" DIA. CONDUITS WITH 1/2" DIA. HOLES FOR 1/2" DIA. CONDUITS.  
2. SHALL BE DESIGNED TO OPERATE IN COOL TEMPERATURES.  
3. PUNISH WITH MOUNTING HUBS.  
4. PUNISH WITH MOUNTING HUBS.  
5. POWER EMERGENCY LIGHT FEATURE FROM UNMOUNTED SIDE OF ROOM LIGHT CONTROL SWITCH.



**VEENSTRA & KIMM INC.**  
315-482-1000 • 315-482-1000/FAX • 855-241-5000/WEB

WELLNESS PARK PHASE II CONCESSION BUILDING  
CITY OF WASHINGTON

DATE: \_\_\_\_\_  
SCALE: AS SHOWN  
CHECKED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
PROJECT: 10025-008

SHEET NO. E-501  
PROJECT 24028

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of WASHINGTON  
Fiscal Year July 1, 2023 - June 30, 2024

The City of WASHINGTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

**Meeting Date/Time:** 5/7/2024 06:00 PM

**Contact:** Kelsey Brown

**Phone:** (319) 653-6584 ext: 122

**Meeting Location:** City Council Chambers  
215 E. Washington Street  
Washington, Iowa 52353

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

<b>REVENUES &amp; OTHER FINANCING SOURCES</b>		<b>Total Budget as Certified or Last Amended</b>	<b>Current Amendment</b>	<b>Total Budget After Current Amendment</b>
Taxes Levied on Property	1	4,075,999	0	4,075,999
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,075,999	0	4,075,999
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	356,317	4,000	360,317
Other City Taxes	6	1,342,642	0	1,342,642
Licenses & Permits	7	121,300	0	121,300
Use of Money & Property	8	305,558	0	305,558
Intergovernmental	9	3,400,466	398,750	3,799,216
Charges for Service	10	5,460,916	0	5,460,916
Special Assessments	11	25,000	0	25,000
Miscellaneous	12	1,241,931	78,057	1,319,988
Other Financing Sources	13	0	0	0
Transfers In	14	6,634,408	1,043,584	7,677,992
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>22,964,537</b>	<b>1,524,391</b>	<b>24,488,928</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	2,335,765	60,949	2,396,714
Public Works	17	1,358,554	37,400	1,395,954
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,690,945	9,000	1,699,945
Community and Economic Development	20	621,804	4,000	625,804
General Government	21	1,620,588	214,770	1,835,358
Debt Service	22	2,334,576	0	2,334,576
Capital Projects	23	1,059,871	456,241	1,516,112
Total Government Activities Expenditures	24	11,022,103	782,360	11,804,463
Business Type/Enterprise	25	7,292,036	601,050	7,893,086
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>18,314,139</b>	<b>1,383,410</b>	<b>19,697,549</b>
Transfers Out	27	6,634,408	1,043,584	7,677,992
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>24,948,547</b>	<b>2,426,994</b>	<b>27,375,541</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-1,984,010</b>	<b>-902,603</b>	<b>-2,886,613</b>
Beginning Fund Balance July 1, 2023	30	9,365,759	0	9,365,759
<b>Ending Fund Balance June 30, 2024</b>	<b>31</b>	<b>7,381,749</b>	<b>-902,603</b>	<b>6,479,146</b>

**Explanation of Changes:** Carryover capital projects, training expenses, officer overtime, repairs, additional LOST, building maintenance expenses

**Previously Approved Projects/Purchases**

- Capital Projects**
- 301 - Airport Hengar Reskin
- 301 - Re-lighting Runway 18/36
- 301 - Central Park Restroom
- 301 - MSJ - Country Club View Subdivision
- 301 - W Buchanan
- 308 - Industrial Development
- 310 - Wellness Park
- 311- Sidewalk Repair/Replace
- 325 - Building Maintenance
- 603 - Water Capital Projects - Water Main Project
- 603 - Water Capital Projects - S Ave B Water Main

**Previously Approved Projects/Purchases**

- Other expenses**
- 001 - General Fund (Police)
- 001- General Fund (Police)
- 001 - General Fund (Police)
- 001 - General Fund (Police)
- 001 - General Fund (Police)
- 001 - General Fund (Police)
- 001 - General Fund (Fire)
- 001 - General Fund (Fire)
- 001 - General Fund (Fire)
- 001 - General Fund (Admin)
- 001 - General Fund (Admin)
- 001 - General Fund (Admin)
- 001 - General Fund (Admin)
- 001 - General Fund (Admin)
- 002 - Airport
- 011 - WEDG
- 050 - DIG
- 110 - Road Use
- 124 - Hotel/Motel
- 127 - Briarwood TIF
- 129 - South Central Residential
- 541 - K9 Program
- 570 - Library Gift
- 600 - Water Fund (Plant)
- 600 - Water Fund (Distribution)
- 610 - Sewer Fund (Plant)
- 610 - Sewer Fund (Collection)

**Offsetting RV RV Source**

- 15,000.00 85% State Funded Grant
- 38,000.00 85% State Funded Grant
- 115,000.00 Transfer from Riverboat Capital Projects
- 66,406.52
- 20,500.00
- 3,000.00
- 160,000.00 LWCRF Grant
- 30,000.00
- 8,334.00
- 500,000.00 CDBG Grant
- 20,000.00

**Offsetting RV RV Source**

- 12,587.04 Training Reimbursements
- 10,000.00
- 708.40
- 785.28 Insurance Reimbursement
- 1,226.18 State Reimbursement for Abandoned Vehicles
- 7,500.00
- 7,400.00
- 8,702.00
- 10,768.99
- 2,000.00
- 15,000.00 Transfer from 121 (Local Option Sales Tax
- 6,000.00
- 20,000.00
- 35,000.00
- 6,000.00 Fuel Revenue
- 100,000.00 Reimbursement
- 2,400.00
- 55,000.00 Reimbursement from Chamber for Riverboat Grant
- 1,000.00 TIF
- 3,000.00 TIF
- 4,300.00 K9 Donations

**Total** \$1,383,409.41

**Transfers (Included Above)**

FROM	OUT AMOUNT	TO	IN AMOUNT	PURPOSE
LOST	80,000.00	General - Admin	15,000.00	Minibus
		Capital Equipment	31,500.00	Police
Road Use	188,583.00	Capital Equipment	45,000.00	Torner Truck
Hotel Motel	15,000.00	Capital Projects	143,593.00	S Ave E
LMI	2,000.00	Wellness Park CP	15,000.00	Wellness Park Playground Contribution
Airport	2,250.00	Housing Rehab	2,000.00	Additional Pledge for CDBG Housing Rehab Grant
Riverboat CP	115,000.00	Capital Projects	2,250.00	Hanger Reskin
Riverboat CP	60,000.00	Capital Projects	115,000.00	Central Park Restrooms
ARPA CP	291,741.00	Wellness Park CP	60,000.00	Soccer Lighting/Concession Stand
		Sewer Cap Projects	148,148.00	Egg Sewer Evaluation
		Capital Projects	143,593.00	S Ave E
Park Gift	37,000.00	Wellness Park CP	37,000.00	Wellness Park Playground Contributions
Water Dist	252,000.00	Water Cap Proj	252,000.00	Water Main Project
Water Dist	20,000.00	Water Cap Proj	20,000.00	S Ave B Water Main
			1,043,584.00	

**Other Notes**

- 15% Airport Funded with transfer
- 15% Road Use Funded with transfer
- Demo and Reconstruction of Restroom
- Carryover project FY 23 includes sewer boring as well as our portion of infrastructure; funded by ARPA funds/transfers
- Carryover project from FY22
- Hotel Group TIF legal fees
- Soccer Lighting and Concession Stand - Remaining funded with transfer from Riverboat CP
- Sidewalk Program - 2nd Quadrant
- Library heat pump replacement
- Transfer from Water Dist
- Transfer from Water Dist

**Other Notes**

- Contract buy out for Burkhart, DT/KAC/Other Training
- Overtime increases-most of the year we were down 2 officers
- ISCA training + reimb
- Fire alarm monitoring and testing, sprinkler/backflow testing, and alarm buttons and service
- K9 car damage
- Asbestos removal and demo of old storage building, towing expenses for abandoned vehicles
- Engine 2 pump repair
- Higher utility expense
- Fire Safe Helmets
- Fire alarm monitoring/testing, sprinkler/backflow testing, alarm buttons, HVAC repair+Maintenance Agreement
- Cover already authorized advertising
- Additional lost - 25% to Minibus
- Special Elections - Mayor and potential council vacancy following
- City Administrator Search Consultant
- Fuel Expense
- Salary increase effective Jan 2024
- DIG Grants, previous year catchup
- CDL Training
- Welcome Sign/Wayfinding
- Briarwood Rebate Payment
- Timber Ridge Rebate
- Dex dental procedure
- Makerspace Change Order
- DC/CC service fees
- Purchased needed water main supplies
- Replace liftstation controls/Disolved oxygen probes for SBR and digester tanks
- PACP Training

*Millie Youngquist, Mayor Pro Tem  
Kelsey Brown, Finance Director  
Amanda Waugh, City Clerk  
Kevin Olson, City Attorney  
Deanna McCusker, City Administrator*



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

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April 2, 2024

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

From: Deanna McCusker  
City Administrator

Re: Fireworks Ordinance

A meeting was held with the Fire Chief, a few of the full-time firemen and Jeff Duwa regarding the fireworks inspection process and regulations. From that discussion, it was decided that the fireworks ordinance needed to be updated to protect the city. The ordinance will also provide regulations on permanent structures and storing of fireworks. It also includes dates that certain storage containers are allowed.

The fire chief has reviewed the proposed changes. I am including the working document so that the changes and additions can be seen.

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE  
MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING  
CHAPTER 41 FIREWORKS**

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

**SECTION 1. Amend. 41.14 “Fireworks.” is amended as follows:**

The discharge, manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles within the City of Washington is subject to the following:

(National Fire Protection Association 1124 code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles) (International Fire Code)  
(Code of Iowa, Sec. 727.2)

**SECTION 2. Amend. 41.14. “Definitions.” is amended as follows:**

Definitions. For purposes of this section, definitions are as set out in NFPA 1124 chapter 3, IFC sec202 and Section 727.2 of the Code of Iowa, which definitions are incorporated herein by references.

**SECTION 3. Amend. 41.14. “Sale of Fireworks.” is amended as follows:**

General Requirements. Prior to any person engaging in the sale or storage of consumer fireworks, the following shall be provided to the Fire Chief:

1. License. Proof of valid license issued from the State Fire Marshal.
2. Liability Insurance. Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount of \$2,000,000.00.

**SECTION 4. Amend 41.14. “Fire Inspection.” is amended as follows:**

Fire Inspection. Any property, building, container, or premises, whether permanent or temporary, intended for occupancy, the sale, or storage of consumer fireworks shall have an initial fire inspection completed by the Fire Chief and/or his/her designee prior to engaging in the sale or storage of consumer fireworks. Occupancy will not be approved prior to a final satisfactory fire inspection. The Fire Chief or his/her designee shall cause an annual inspection to occur meeting the requirements of the most recently adopted edition of the National Fire Protection Association 1124 code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles and any other fire code adopted by the City of Washington. Inspection costs shall be assessed as follows:

1. Permanent structure where fireworks are sold or stored – annual inspection fee of \$200.00.
2. Temporary structure where fireworks are sold or stored – annual inspection fee of \$100.00.

**SECTION 5. Amend. 41.14. “Dates of Sales.” is amended as follows:**

Dates of Sale. Consumer fireworks sale or storage shall only be conducted in accordance with dates and times designated by Section 727.2 of the Code of Iowa. It is unlawful to sell or store consumer fireworks without meeting the requirements specified in this section or to sell or store fireworks outside of the dates specified.

1. Approved consumer fireworks sales or storage meeting the requirements of this chapter shall be allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.
2. Approved consumer fireworks sales or storage meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 and July 8.

**SECTION 6. Amend 41.14. “Safety Requirements.” is amended as follows:**

The following safety requirements shall be adopted for all locations where consumer fireworks are sold or stored:

1. Not more than 100 pounds of total aggregate weight of DOT 1.4 class-consumer fireworks shall be located inside a commercial business with other mercantile products for sale.
2. Not more than 500 pounds of total aggregate weight of DOT 1.4 class-consumer fireworks shall be located inside a building where fireworks are the primary business.
3. Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located in a temporary structure used primarily for fireworks sales.
4. Consumer fireworks sales or storage shall only be permitted in a single story, at grade building, or structure to facilitate easy exiting during an emergency.
5. Locations shall have a minimum of two fire extinguishers: one being a two and one-half gallon pressurized water fire extinguisher having a UL rating of 2A and one being a 10-pound ABC dry chemical fire extinguisher, having a minimum UL listing of 4A, 60B, C mounted and inspected in accordance with NFPA 10. Additional fire extinguishers shall be placed in locations to prevent travel distance exceeding 50 feet in order to reach of a fire extinguisher.



6. No more than one “conex” container or approved explosive magazines shall be located on site for short-term storage of extra product. All containers shall be properly placarded and equipped with tamper proof locking devices. It is permitted to place containers in a security fenced area. Conex storage containers cannot be on permanent structure site prior to June 1 for summer window, and December 10 for winter window, or any later than July 8 for summer window and January 3 for winter window. For temporary structure sites no earlier than June 13 or later than July 8.
7. Individual consumer fireworks devices or opened consumer fireworks packages shall not be permitted to be displayed. No open fuses shall be exposed during storage inside a sale location.
8. Consumer fireworks sale or storage shall only be allowed in areas zoned for commercial use.
9. Any person engaged in consumer firework sales or storage in any other zone other than commercial zoned areas shall not be approved for sales within the City limits.

**SECTION 7. Repealer.** All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 8. Severability.** If any section, provision or part of this ordinance shall be judged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 9. Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Amanda Waugh, City Clerk

Approved on First Reading:  
Approved on Second Reading:  
Approved on Third Reading:

4.2.24

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk

I recommend **adding the text in red** and **removing the highlighted text**.

#### 41.14 FIREWORKS.

The **discharge, manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles** **sale, use, or exploding of fireworks** within the City of Washington is subject to the following:

(Code of Iowa, Sec. 727.2) (**National Fire Protection Association 1124 code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles**) (**International Fire Code**)

1. Definitions. For purposes of this section, definitions are as set out in **NFPA 1124 chapter 3, IFC sec202 and Section 727.2** of the *Code of Iowa*, which definitions are incorporated herein by reference.

#### 2. Sale of Fireworks.

A. General Requirements. Prior to any person engaging in the sale **or storage** of consumer fireworks, the following shall be provided to the Fire Chief:

(1) License. Proof of valid license issued **front from** the State Fire Marshal.

(2) Liability Insurance. Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount **of \$2,000,000.00**.

(3) Fire Inspection. Any property, building, **container**, or premises, whether permanent or temporary, intended for **occupancy**, the sale, **or storage** of consumer fireworks shall have an initial fire inspection completed by the Fire Chief and/**or his/her designee** prior to engaging in the sale **or storage** of consumer fireworks. **Occupancy will not be approved prior to a final satisfactory fire inspection**. The Fire Chief **or his/her designee** shall cause an annual inspection to occur meeting the requirements of the **current most recently adopted edition of National Fire Protection Association Code 1124 code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles** and **any other** fire code adopted by the City of Washington. Inspection costs shall be assessed as follows:

a. Permanent structure where fireworks are sold **or stored** - annual inspection fee of **\$200.00**.

b. Temporary or non-brick or mortar building where fireworks are **sold or stored** - annual inspection fee of **\$100.00**

B. Dates of Sale, Consumer fireworks sales **or storage shall only** be conducted in accordance with dates and times designated by Section 727.2 of the *Code of Iowa*. It is unlawful to sell **or store** consumer fireworks without meeting the requirements specified in this section or to sell **or store** fireworks outside of the dates specified.

(1) Approved consumer fireworks sales **or storage** meeting the requirements of this chapter shall **he be** allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.

I recommend **adding the text in red** and **removing the highlighted text**.

(2) Approved consumer fireworks sales **or storage** meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 **and** July 8.

C. Safety Requirements. The following safety requirements shall be adopted for all locations where **consumer** fireworks are sold: **or stored**

(1) Not more than 100 pounds **of** total aggregate weight of DOT 1.4 class-consumer fireworks shall be located inside a commercial business with other mercantile products for sale.

(2) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located **inside** a building where fireworks are the primary **business**.

(3) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located in a temporary structure used primarily for fireworks sales.

(4) Consumer fireworks sales **or storage** shall only be permitted in a single story, at grade building, or structure to facilitate easy exiting during an emergency.

(5) Locations shall have a minimum of two fire extinguishers: one being a two and one-half gallon pressurized water fire extinguisher having a UL rating of 2A and one being a 10-pound ABC dry chemical fire extinguisher, having a minimum UL listing of 4A, 60B, C mounted and inspected in accordance with NFPA 10. Additional fire extinguishers shall be placed in locations to prevent travel distance exceeding 50 feet in order to reach a fire extinguisher.

(6) No more than one "conex" container or approved explosive magazine shall be located on site for short-term storage of extra product. All containers shall be properly placarded and equipped **with** tamper proof locking devices. It is permitted to place containers **in** a security fenced area. **Conex storage containers cannot be on permanent structure sites prior to June 1 for summer window, and December 10 for winter window, or any later than July 8 for summer window and January 3 for winter window. For temporary structure sites no earlier than June 13 or later than July 8.**

(7) Individual consumer fireworks devices or opened consumer fireworks packages shall not be permitted to be displayed. No open fuses shall be exposed during storage inside a sales location.

(8) Consumer fireworks sales **or storage** shall only be allowed in areas zoned for commercial use.

(9) Any person engaged in consumer firework sales **or storage** in any other zone other than commercial zoned areas shall not be approved for sales within the City limits.

### 3. Fireworks - Discharging General Requirements.

A. The use or explosion of consumer fireworks within the City is hereby prohibited.

I recommend **adding the text in red** and **removing the highlighted text**.

B. The City may, upon application **in** writing, grant a permit for the display of display fireworks on public property by a City agency, fair associations, amusement parks, and other organizations or groups of individuals approved by City authorities when such display fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless **the** operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:

(1) Personal Injury: \$250,000.00 per person.

(2) Property Damage: \$50,000.00.

(3) Total Exposure: \$1,000,000.00.

***(Subsection 3 - Ord. 1109 - Dec. 20 Supp.)***

4. Violations. All violations of any provisions of this chapter are hereby declared simple misdemeanors and/or municipal infractions. Violations may be prosecuted as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the Fire Chief **or** Police Chief. Fines shall be set by resolution of the City Council. Violations of this chapter shall be reported to the State Fire Marshal.

5. Exceptions. This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theater, **or** for signal purposes in athletic sports or by railroads or tracks for signal purposes, **or** by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

*Millie Youngquist, Mayor Pro Tem  
Kelsey Brown, Finance Director  
Amanda Waugh, City Clerk  
Kevin Olson, City Attorney  
Deanna McCusker, City Administrator*



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

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

From: Deanna McCusker  
City Administrator

Re: Ordinance No. 1159

As you remember, we updated our urban renewal area to include the Country Club Subdivision in 2022. This Ordinance is the next step required for the city to begin receiving TIF from the subdivision. It will set the base value as of January 1, 2023 or the bare ground value. Therefore, when each house is built the incremental value is the amount we can capture minus those levies that the city can't touch. The debt for the Country Club Subdivision will get certified in December 2024 so the city will begin to receive the TIF dollars in fiscal year 2025-2026.

We will be certifying the amount needed to cover the bond payments for the construction costs, which is \$1,03,381, the fees associated with updating the urban renewal area and adding the TIF district and the extra \$225,000 for the sewer extension.

ORDINANCE NO. 1159

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

WHEREAS, by Resolution No. 2012-71, adopted September 19, 2012, the City Council of the City of Washington, Iowa, approved and adopted an Amendment No. 1 to the Washington Unified South Central Residential Urban Renewal Plan ("Plan" or "Urban Renewal Plan"), which unified two existing residential urban renewal areas and renamed the unified area as the Washington Unified South Central Residential Urban Renewal Area ("Area" or "Urban Renewal Area"), a single unified urban renewal area; and

WHEREAS, by Resolution No. 2022-001, the City Council adopted an Amendment No. 2 to the Urban Renewal Plan, which added the Amendment No. 2 Area to the Urban Renewal Area; and

WHEREAS, the Amendment No. 2 Area of the Urban Renewal Area includes the lots and parcels located within the area legally described as follows ("**MSJ Subdivision Parcels**"):

The West Twenty feet (20') of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Commencing at the Northwest corner of said NE 1/4 Section 30; thence South 01°07'55" East 487.01 feet along the West line thereof to the Point of Beginning' thence North 84°31'45" East 20.11 feet along the North line of said Auditor's Parcel B to the East line of Nutmeg Avenue as it exists now; thence South 01°06'50" East 404.03 feet along the East line of Nutmeg Avenue; thence South 87°16'50" West 19.87 feet along the South line of said Auditor's Parcel B to the Southwest corner thereof; thence North 01°08'25" West 403.06 feet along the West line of Auditor's Parcel B of the NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.18 acres.

The North 33 feet of the East 368.3 feet of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said Section 30; thence South 01°28'45" East 33.02 feet along the East line of Section 30; thence South 87°21'25" West 368.86 feet along the South line of Nutmeg Avenue; thence North 00°29'40" West 33.03 feet along the West line of said Auditor's Parcel B to the Northline thereof; thence North 87°21'20" East 368.30 feet along the North line of said NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.28 acres.

AND

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said NW 1/4 of the NW 1/4 Section 29; thence South 00°58'20" East 1062.48 feet along the East line thereof; thence North 82°59'35" West 156.36 feet to the Southeast corner of Auditor's Parcel I of said NW 1/4 of the NW 1/4 Section 29; thence North 11°18'55" East 539.40 feet along the East line of Auditor's Parcel I; thence North 00°58'00" West 379.16 feet along the East line of said Auditor's Parcel I; thence North 01°05'50" West 135.02 feet to the North line of said NW 1/4 of the NW 1/4 Section 29; thence North 89°40'50" East 40.31 feet along the North line to the Point of Beginning, containing 1.69 acres.

WHEREAS, the City desires to provide for the division of revenue from taxation on the **MSJ Subdivision Parcels** of the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended. [Note: The **MSJ Subdivision Parcels** are the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. The City has previously adopted separate ordinances which provide for the division of revenue with respect to other portions of the Urban Renewal Area. Nothing in this Ordinance shall amend the other ordinances nor shall this Ordinance impact the base value or division of revenue already established in the previously approved ordinances. The City anticipates that as other parcels develop (increase in value) in the future, the City will adopt a separate TIF ordinance(s) on other parcels/areas within the Urban Renewal Area. Therefore, the various TIF ordinances in this Urban Renewal Area will have different frozen bases and different expiration dates.]

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

Section 1. That the taxes levied on the taxable property in the **MSJ Subdivision Parcels** of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Washington, County of Washington, Washington Community School



District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the **MSJ Subdivision Parcels** of the Urban Renewal Area, as shown on the assessment roll as of January 1, 2023, being January 1 of the calendar year preceding the effective date of this Ordinance, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

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

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

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

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the **MSJ Subdivision Parcels** of the Urban Renewal Area as described above. In the event that any provision of this

Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the **MSJ Subdivision Parcels** of the Urban Renewal Area and the territory contained therein.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Read First Time: \_\_\_\_\_, 2024

Read Second Time: \_\_\_\_\_, 2024

Read Third Time: \_\_\_\_\_, 2024

PASSED AND APPROVED: \_\_\_\_\_, 2024.

I, \_\_\_\_\_, City Clerk of the City of Washington, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2024, signed by the Mayor on \_\_\_\_\_, 2024, and published in the Southeast Iowa Union on \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Washington, State of Iowa

(SEAL)

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