



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, November 7, 2023

*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, November 7, 2023 to be approved as proposed or amended.

**Consent:**

1. Council Minutes October 17, 2023
2. Ahlers Cooney, Washington Hotel Group, \$265.50
3. Ahlers Cooney, General Urban Renewal, \$50.00
4. Bolton & Menk, Airport Fuel System Repair, \$1,940.00
5. Unified Contracting Services, Pay App #1, \$32,652.92
6. Unified Contracting Services, Pay App #2, \$103,498.60
7. Fox Strand, Water Main Improvement Project, \$2,163.75
8. Fox Strand, East Interceptor & IRE Consultation, \$924.50
9. Fox Strand, Nutrient Reduction Feasibility Study, \$11,250.00
10. Fox Strand, Bazooka Farmstar Consultation, \$411.61
11. Garden & Associates, Buchanan Street Project, \$1,440.00
12. Garden & Associates, Adams Street Project, \$1,183.00
13. Veenstra & Kimm, Inc., Swaffer Building Site Plan Review, \$585.50
14. Veenstra & Kimm, Inc., W-3 Construction Site Plan Review, \$585.50
15. Veenstra & Kimm, Inc., 12<sup>th</sup> Ave & Washington Street, \$11,921.50
16. Veenstra & Kimm, Inc., Dog Park Storm Sewer, \$537.00
17. Veenstra & Kimm, Inc., Wellness Park Phase II Master Plan, \$12,000.00
18. Veenstra & Kimm, Inc., Wellness Park Concession Stand, \$3,098.00

19. YMCA of Washington County, 1<sup>st</sup> half of Recreation Service Fee for 2023/2024, \$20,000.00
20. Kevin D. Olson, City Attorney, September and October, 2023 Legal Fees, \$1,828.89
21. UMB, General Obligation Capital Loan Note, Series 2018A, \$23,035.00
22. UMB, General Obligation Capital Loan Note, Series 2022, \$55,140.00
23. UMB, General Obligation Capital Loan Note, Series 2015, \$19,912.50.
24. UMB, General Obligation Refunding Bond, Series 2016A, \$9,785.00
25. UMB, Washington LOSST Revenue Bond, Series 2018B, \$23,020.00
26. UMB, General Obligation Capital Loan, Series 2020A, \$41,950.00
27. UMB, Taxable General Obligation Capital Loan, Series 2020B. \$1,350.00
28. UMB, General Obligation Refunding Bond, Series 2016B, \$4,743.75
29. Iowa Municipal Workers Compensation Association, Installment 5, Work Comp Prem 23-24, \$8,393.00
30. Reed Construction, LLC, Library Makerspace, Pay App #2, \$58,722.11
31. Premier Pumping, LLC, Biosolids pumping to Murphy and Marie, \$37,999.00
32. DCJ Concrete & General Construction, Sidewalk Project for N 2<sup>nd</sup>, N 3<sup>rd</sup> and N 4<sup>th</sup>, \$8,928.00
33. Stevens Erosion Control, Inc., S 12<sup>th</sup> Seeding, \$4,925.00
34. The Tippy Traveler's LLC, 121 W. Washington St., Special Class C Retail 5 Day License
35. C&H Jones, Inc, DBA: Ace N More, 1901 E. Washington St., Class B Retail Alcohol License
36. Department Reports

### **SPECIAL EVENT REQUESTS**

- Hospice and Palliative Care Month – Month of November, 2023
- Washington Chamber, Fall Craft Fair – Saturday, September 7, 2024

### **SPECIAL PRESENTATION**

- Nuisance Report

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

### **CLAIMS & FINANCIALS**

- Claims for November 7, 2023

### **NEW BUSINESS**

1. Discussion and Consideration of a Quote from TATPL for Single Camera Video Detection System at E Washington & S 4<sup>th</sup> Ave
2. Discussion and Consideration of a Quote from TATPL for Battery Backup System for the Traffic Signal at E Washington & S 4<sup>th</sup> Ave
3. Discussion and Consideration of Approving the Farm to Film Festival to Use the City Council Chambers as a Venue on April 20 & 21, 2024
4. Discussion and Consideration to Approve a Quote from D.J. Gongol & Associates, Inc. for a Grit Pump for the WWTP
5. Discussion and Consideration to Approve a Quote from Wis Fire & Safety Equipment,



LLC for the Purchase of a 2024 Foam Commander Trailer for the Washington Fire Department

6. Discussion and Consideration to Approve a Resolution Naming an Assistant Chief of Emergency Medical Service
7. Discussion and Consideration to Approve a Resolution Approving the Memorandum of Understanding Between the Iowa Department of Revenue and City of Washington Regarding State Setoff Program
8. Discussion and Consideration to Approve a Resolution Authorizing and Approving a Lease Agreement with De Lage Landen for Six In-Car Computer Systems
9. Discussion and Consideration to Approve a Resolution Authorizing Tax Abatement Under the Washington Urban Revitalization Plan for Washington, Iowa
10. Discussion and Consideration of a Housing Rehabilitation Program Forgivable Loan for 312 E. Main Street
11. Discussion and Consideration of a Construction Agreement for the Housing Rehabilitation Program with Manny's Eastern Iowa Roofing & Construction, LLC for 312 E. Main Street
12. Discussion and Consideration of a Rehabilitation Contract for the Housing Rehabilitation Program for 312 E. Main Street
13. Discussion and Consideration of a Anti-Kickback Statement for the Housing Rehabilitation Program for 312 E. Main Street.
14. Discussion and Consideration of a Housing Rehabilitation Program Forgivable Loan for 424 E. Washington Street
15. Discussion and Consideration of a Bid Proposal for Housing Rehabilitation Program for 424 E. Washington Street for \$30,202.00
16. Discussion and Consideration of a Construction Agreement for the Housing Rehabilitation Program with Stumpf Construction Services, Inc. for 424 E. Washington Street
17. Discussion and Consideration of a Anti-Kickback Statement for the Housing Rehabilitation Program for 424 E. Washington Street
18. Discussion and Consideration of a Resolution Authorizing Fiscal Year End 2023 Transfers
19. Discussion and Consideration of Pay App #5 for the 2022 Washington Water Main Improvement Project (Cornerstone Excavating, Inc. for \$599,833.80)
20. Discussion and Consideration of Change Order No. 3 East Adams Street Reconstruction Project (Cornerstone Excavating, Inc. \$21,717.40 increase)

21. Discussion and Consideration of Pay App #7 East Adams Street Reconstruction Project  
(Cornerstone Excavating, Inc. \$34,885.63)

**OLD BUSINESS**

1. Discussion and Consideration of a Resolution Approving and Authorizing Execution of a Development Agreement by and between the City of Washington and Washington Hotel Group, LLC (**tabled**)

**DEPARTMENTAL REPORTS**

Police Department  
City Attorney  
City Administrator

**MAYOR & COUNCILPERSONS**

Millie Youngquist, Mayor Pro Tem  
Illa Earnest  
Bethany Glinsmann  
Elaine Moore  
Ivan Rangel  
Fran Stigers

**ADJOURNMENT**

CITY OF WASHINGTON  
Council Minutes 10-17-2023

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

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

Motion by Stigers, second by Glinsmann, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, October 17, 2023, be approved. Motion carried.

Consent:

1. Council minutes October 3, 2023
2. Iowa Municipalities Workers Compensation Association, Installment 4 Work Comp Premium 23-24, \$8,393.00
3. Reed Construction, LLC., Library Makerspace, Pay App #1, \$48,248.13
4. Fox Strand, East Interceptor & IRE Consultation, \$1,157.75
5. Fox Strand, Nutrient Reduction & Feasibility Study, \$11,250.00
6. Fox Strand, Water Main Improvement Project, \$3,460.00
7. Department Reports

Motion by Glinsmann, second by Stigers, to approve consent items 1-7. Motion carried.

Motion by Earnest, second by Rangel to approve Eaton Good Kettle Corn to attend Chocotober Fest, October 19, 2023. Motion carried.

Mayor Pro Tem Youngquist read the Domestic Violence Awareness Month Proclamation.

Presentation from the Public: None.

The claims were presented by Finance Director, Kelsey Brown. Motion by Stigers, second by Rangel to approve claims for October 17, 2023. Motion carried.

The September 2023 Month End Financials were presented by Finance Director, Kelsey Brown. Motion by Glinsmann, second by Earnest. Motion carried.

Motion by Glinsmann, second by Rangel to approve the Resolution Approving an Extension for the Downtown Investment Grant with Isabella & Ed Santoro. Roll Call: Ayes: Earnest, Glinsmann, Rangel, Stigers and Youngquist. Nays: None. Motion carried. **(Resolution 2023-093)**

Motion by Earnest, second by Stigers to approve the Health Insurance Renewal for 2024. Motion carried.

Motion by Stigers, second by Glinsmann to approve the Resolution to Nullify a Downtown Investment Grant Agreement with Greiner Buildings, Inc. Roll Call: Ayes: Rangel, Stigers, Youngquist, Earnest and Glinsmann. Nays: None. Motion carried. **(Resolution 2023-094)**



Motion by Glinsmann, second by Rangel to approve the Resolution Approving an Agreement with Vortex Digital, Inc. Roll Call: Ayes: Rangel, Stigers, Youngquist, Earnest and Glinsmann. Nays: None. Motion carried. **(Resolution 2023-095**

Bids received for the Wellness Park Soccer Lighting Installation Bid:

American Electric, Inc.: \$35,000

Ardent Lighting Group: \$43,500

Motion by Glinsmann, second by Stigers to approve the Wellness Park Soccer Lighting Installation Bid to American Electric, Inc. for \$35,000. Motion carried.

Motion by Rangel, second by Earnest to approve the Wellness Park Soccer Lighting Materials Bid to MUSCO for \$123,380. Motion carried.

Motion by Earnest, second by Stigers to authorize Garbage and Recycling RFP. Motion carried.

Department reports were presented.

Council went into workshop to review the pool and recreation numbers for the past season as presented by Amy Schulte, Director of the YMCA. No action was taken.

Motion by Glinsmann, second by Stigers that the Regular Session held at 6:00 p.m., Tuesday, October 17, 2023, is adjourned at 6:40 p.m. Motion passed unanimously.

Deanna McCusker, City Administrator



October 20, 2023

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

Invoice #: 854356  
Client #: 11307  
Matter #: 65  
Billing Attorney: JHS

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

RE: WASHINGTON HOTEL GROUP, LLC

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

Professional Services	\$ 265.50
Expenses	<u>    \$ .00</u>
<b>CURRENT INVOICE DUE</b>	<b>\$ 265.50</b>

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

Include Invoice # on Payment

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

Invoice #: 854356  
 WASHINGTON HOTEL GROUP, LLC

October 20, 2023

**PROFESSIONAL SERVICES**

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
9/18/23	JHS	.30	REVIEW AND REVISE SECOND SET OF ADOPTION PROCEEDINGS
9/21/23	MP	.10	SEND FOLLOW UP EMAIL TO CITY CLERK REGARDING STATUS OF TRANSCRIPT DOCUMENTS
9/21/23	MP	.10	SENDING SECOND SET OF PROCEEDINGS
9/25/23	MP	.10	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS
10/10/23	JHS	.60	RECEIVE AND RESPOND TO EMAIL FROM CITY ADMINISTRATOR REGARDING ALTERNATIVE INCENTIVE OPTIONS (TAX ABATEMENT)

**TOTAL FEES** **\$ 265.50**

**TOTAL THIS INVOICE** **\$ 265.50**





October 20, 2023

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

Invoice #: 854355  
Client #: 11307  
Matter #: 53  
Billing Attorney: JHS

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

RE: GENERAL URBAN RENEWAL

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

Professional Services	\$ 50.00
Expenses	<u>    .00</u>
<b>CURRENT INVOICE DUE</b>	<b>\$ 50.00</b>

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

Include Invoice # on Payment

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

Invoice #: 854355  
GENERAL URBAN RENEWAL

October 20, 2023

**PROFESSIONAL SERVICES**

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
9/22/23	JHS	.20	CALL WITH CITY ADMINISTRATOR AND FINANCE DIRECTOR REGARDING TIMING OF TIF ORDINANCE FOR UNIFIED SOUTH CENTRAL RESIDENTIAL URA

**TOTAL FEES \$ 50.00**

**TOTAL THIS INVOICE \$ 50.00**



Real People. Real Solutions.

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

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

September 29, 2023  
 Project No: 0T5.125319  
 Invoice No: 0322277  
 Client Account: WASHINGTON\_CI\_IA

**Washington Airport/Fuel System Repair**

Refurbish and Link 2 Existing 10K Gallon Tanks

Design and Construction (001)

**Fee**

Total Fee	48,500.00		
Percent Complete	99.00	Total Earned	48,015.00
		Previous Fee Billing	46,075.00
		Current Fee Billing	1,940.00
		<b>Total Fee</b>	<b>1,940.00</b>
		<b>Total this Task</b>	<b>\$1,940.00</b>
		<b>Total this Invoice</b>	<b>\$1,940.00</b>

301-6-6020-6705  
 082-6-2080 Initials *AK*  
 EXP. Fuel Farm  
 Vender # \_\_\_\_\_ Date Rec. 10-18-2023  
 Due Date \_\_\_\_\_ Inv # \_\_\_\_\_

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

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.



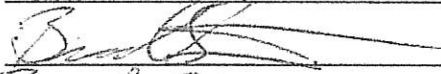
**Contractor's Application for Payment**

<b>Owner:</b> <u>Washington Airport Commission</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Bolton &amp; Menk, Inc.</u>	<b>Engineer's Project No.:</b> <u>OT5.125319</u>
<b>Contractor:</b> <u>Unified Contracting Services</u>	<b>Other Project No.:</b> <u>9I220AWG100</u>
<b>Project:</b> <u>Fuel System Repair and Modification</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <u>1</u>	<b>Application Date:</b> <u>5/18/2023</u>
<b>Application Period:</b> From <u>5/1/2023</u> to <u>5/18/2023</u>	

1. Original Contract Price	\$	373,187.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	373,187.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	34,371.50
5. Retainage		
a. <u>5%</u> X \$ <u>-</u> Work Completed	\$	-
b. <u>5%</u> X \$ <u>34,371.50</u> Stored Materials	\$	1,718.58
c. Total Retainage (Line 5.a + Line 5.b)	\$	1,718.58
6. Amount eligible to date (Line 4 - Line 5.c)	\$	32,652.92
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	32,652.92

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

**Contractor:** Unified Contracting Services

**Signature:**  **Date:** 5-30-23

**Name:** Brad Simms **Title:** President

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> <u></u></p> <p><b>Name:</b> <u>Joseph P. Roenfeldt, P.E.</u></p> <p><b>Title:</b> <u>Aviation Project Manager</u></p> <p><b>Date:</b> <u>May 30, 2023</u></p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> <u></u></p> <p><b>Name:</b> <u>Kevin Engel</u></p> <p><b>Title:</b> <u>Airport Commission Chair</u></p> <p><b>Date:</b> <u>10/18/23</u></p>
--	---

**Contractor's Application for Payment**

Owner's Project No.:  
 Engineer's Project No.: OTS-125319  
 Other Project No.: 91220AVG100

Washington Airport Commission  
 Belton & Menk, Inc.  
 Unified Contracting Services  
 Fuel System Repair and Modification

**Progress Estimate - Unit Price Work**

Application No.: 1  
 Application Period: From 05/01/23 to 05/18/23  
 Application Date: 05/18/23

A Bid/Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C x E)	F1 Previous Estimate		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 Item (I / J)	L Balance to Finish (J - I)	
						Quantity Estimate	Value Previous Estimate							
Original Contract														
1	MOBILIZATION	1.00	LS	4,320.00	4,320.00								4,320.00	
2	TRAFFIC CONTROL	1.00	LS	4,200.00	4,200.00								4,200.00	
3	EPOXY LINE INTERIOR OF EXISTING AVGAS TANK	1.00	LS	38,500.00	38,500.00								38,500.00	
4	CONVERT EXISTING JET FUEL TANK TO AVGAS	1.00	LS	6,500.00	6,500.00								6,500.00	
5	RELOCATE EXISTING JET FUEL PUMPING SYSTEM TO	1.00	LS	1,600.00	1,600.00								1,600.00	
6	JET FUEL DISPENSING UPGRADES, INCLUDING FILTER,	1.00	LS	68,743.00	68,743.00					34,371.50	34,371.50	50%	34,371.50	
7	PAINT EXTERIOR OF EXISTING CONVERTED JET A TANK AND	1.00	LS	9,350.00	9,350.00								9,350.00	
8	FIRE EXTINGUISHER AND CABINET INSTALLED NEAR JET A	1.00	LS	800.00	800.00								800.00	
9	ELECTRICAL UPGRADES	1.00	LS	18,723.00	18,723.00								18,723.00	
10	15,000 GALLON FIREGUARD JET FUEL TANK, COMPLETE IN	1.00	LS	116,689.00	116,689.00								116,689.00	
11	SUBGRADE PREPARATION, 12" THICK	60.00	SY	87.00	5,220.00								5,220.00	
12	MODIFIED SUBBASE, 6" THICK	50.00	SY	234.00	11,700.00								11,700.00	
13	PAVEMENT, PCC, 9" THICK	20.00	SY	880.00	17,600.00								17,600.00	
14	RAISED 6" ISLAND WITH 5 GALLON SUMP	20.00	EA	350.00	7,000.00								7,000.00	
15	PAVEMENT MARKINGS REMOVED	730.00	SF	2.00	1,460.00								1,460.00	
16	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	1.00	LS	3,200.00	3,200.00								3,200.00	
17	UPGRADE ALL JET FUEL PIPING FROM STEEL TO STAINLESS	1.00	LS	15,100.00	15,100.00								15,100.00	
A1	RE-POWER FUEL SYSTEM FROM VAULT TO EXISTING	1.00	LS	23,564.00	23,564.00								23,564.00	
C1	RELOCATE EXISTING BEACON AND FLOOD LIGHT	1.00	LS	3,718.00	3,718.00								3,718.00	
					Original Contract Totals	\$ 373,187.00			\$	\$	\$ 34,371.50	\$ 34,371.50	9%	\$ 338,815.50



Contractor's Application for Payment

**Progress Estimate - Unit Price Work**  
 Owner: Washington Airport Commission  
 Engineer: Bolton & Menk, Inc.  
 Contractor: Unified Contracting Services  
 Project: Fuel System Repair and Modification  
 Contract:  
 Owner's Project No.: OTS 125319  
 Engineer's Project No.: 9122D0AVG100

A	B	C	D	E	F	G	H	I	J	K	L	Application Period: 05/18/23 to 05/18/23			
												F1	F2	F3	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)				
						Estimated Quantity Incorporated in the Work	Value Completed to Date (E X G) (\$)								
Change Orders															
Change Order Totals: \$															
Project Totals: \$ 373,187.00												\$	\$	\$	\$
Original Contract and Change Orders												\$	\$	\$	\$



**Contractor's Application for Payment**

<b>Owner:</b> <u>Washington Airport Commission</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Bolton &amp; Menk, Inc.</u>	<b>Engineer's Project No.:</b> <u>OT5.125319</u>
<b>Contractor:</b> <u>Unified Contracting Services</u>	<b>Other Project No.:</b> <u>9I220AWG100</u>
<b>Project:</b> <u>Fuel System Repair and Modification</u>	_____
<b>Contract:</b> _____	_____
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>10/14/2023</u>
<b>Application Period:</b> From <u>5/19/2023</u> to <u>10/14/2023</u>	_____

1. Original Contract Price	\$	373,187.00
2. Net change by Change Orders	\$	(111,326.00)
3. Current Contract Price (Line 1 + Line 2)	\$	261,861.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	143,317.40
5. Retainage		
a. <u>5%</u> X \$ <u>108,945.90</u> Work Completed	\$	5,447.30
b. <u>5%</u> X \$ <u>34,371.50</u> Stored Materials	\$	1,718.58
c. Total Retainage (Line 5.a + Line 5.b)	\$	7,165.88
6. Amount eligible to date (Line 4 - Line 5.c)	\$	136,151.52
7. Less previous payments (Line 6 from prior application)	\$	32,652.92
8. Amount due this application	\$	103,498.60

**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:** Unified Contracting Services

**Signature:** [Signature] **Date:** 10/18/23

**Name:** Tiffany Smith **Title:** Office Manager

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> <u>[Signature]</u></p> <p><b>Name:</b> <u>Joseph Roenfeldt</u></p> <p><b>Title:</b> <u>Aviation Project Manager</u></p> <p><b>Date:</b> <u>10/18/2023</u></p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> <u>[Signature]</u></p> <p><b>Name:</b> <u>Kevin Egelding</u></p> <p><b>Title:</b> <u>Airport Commission Co-Chair</u></p> <p><b>Date:</b> <u>10/18/23</u></p>
---	--

**Contractor's Application for Payment**

Owner's Project No.: **075.125319**  
 Engineer's Project No.: **91220AW/6100**  
 Contractor's Project No.:

Owner: **Washington Airport Commission**  
 Engineer: **Bolton & Menk, Inc.**  
 Contractor: **Unified Contracting Services**  
 Project: **Fuel System Repair and Modification**  
 Contract:

Stored Materials Summary

Application No.: 1		Application Period: From 05/01/23 to 05/18/23												Application Date: 05/18/23	
A	B	C	D	E	F	G	H	I	J	K	L	M	N		
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Materials Stored Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (\$)	Materials Remaining in Storage (\$)	Materials Remaining in Storage (\$)	Materials Remaining in Storage (\$)	
6	23575	1					34,371.50	34,371.50							
Totals \$												34,371.50	\$	34,371.50	\$



Contractor's Application for Payment

**Progress Estimate - Unit Price Work**  
 Owner: Washington Airport Commission  
 Engineer: Bolton & Menk, Inc.  
 Contractor: Unified Contracting Services  
 Project: Fuel System Repair and Modification  
 Contract:  
 Application No.: 2 From 05/19/23 to 10/14/23 Application Date: 10/14/23  
 Owner's Project No.: 075.125319  
 Engineer's Project No.: 075.125319  
 Other Project No.: 91220AVG100

Bid Item No.	Description	Contract Information		Contract Information		Contract Information		Contract Information		F1 Previous Estimate	F2 Value Previous Estimate	G Work Completed	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)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E)	F1 Quantity Previous Estimate	F2 Value Previous Estimate	G Estimated Quantity Incorporated in this Work	H Value of Work Completed to Date (E X G)								
Original Contract																	
1	MOBILIZATION	1.00	LS	4,320.00	4,320.00												4,320.00
2	TRAFFIC CONTROL	1.00	LS	4,200.00	4,200.00												4,200.00
3	TRUCK LINE INTERIOR OF EXISTING AVGAS TANK	1.00	LS	38,500.00	38,500.00												6,500.00
4	CONVERT EXISTING JET FUEL TANK TO AVGAS	1.00	LS	6,500.00	6,500.00												1,600.00
5	RELOCATE EXISTING JET FUEL PUMPING SYSTEM TO PROPOSED RAISED CONCRETE ISLAND	1.00	LS	1,600.00	1,600.00												34,371.50
6	JET FUEL DISPENSING UPGRADES, INCLUDING FILTER, PIPING, AND OFFLOAD CABINET	1.00	LS	68,743.00	68,743.00												
7	PAINT EXTERIOR OF EXISTING CONVERTED JET A TANK AND PIPING	1.00	LS	9,350.00	9,350.00												
8	PAINT EXTERIOR OF EXISTING AVGAS TANK, CABINET AND PIPINGS	1.00	LS	9,350.00	9,350.00												800.00
9	FIRE EXTINGUISHER AND CABINET INSTALLED NEAR JET A TANK AND DISPENSER	1.00	LS	800.00	800.00												
10	ELECTRICAL UPGRADES	1.00	LS	18,723.00	18,723.00												
11	15,000 GALLON FIREGUARD JET FUEL TANK, COMPLETE IN PLACE	1.00	LS	116,689.00	116,689.00												
12	SUBGRADE PREPARATION, 12" THICK	60.00	SY	87.00	5,220.00							54.00	4,698.00		4,698.00	90%	522.00
13	MODIFIED SUBBASE, 6" THICK	60.00	SY	97.50	5,850.00							54.00	5,265.00		5,265.00	90%	585.00
14	PAVEMENT, P.C.C. 9" THICK	50.00	SY	234.00	11,700.00							45.00	10,530.00		10,530.00	90%	1,170.00
15	RAISED 6" ISLAND WITH 5 GALLON SUMP	20.00	EA	890.00	17,800.00							18.00	6,300.00		6,300.00	90%	700.00
16	BOLLARD	730.00	SF	350.00	257,550.00												1,460.00
17	PAVEMENT MARKINGS REMOVED	3.00	LS	2.00	6.00												3,200.00
18	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	1.00	LS	15,100.00	15,100.00												15,100.00
A1	UPGRADE ALL JET FUEL PIPING FROM STEEL TO STAINLESS	1.00	LS	23,564.00	23,564.00												23,564.00
C1	RE-POWER FUEL SYSTEM FROM VAULT TO EXISTING AUTOMATED CREDIT CARD READER	1.00	LS	3,718.00	3,718.00												3,718.00
D1	RELOCATE EXISTING BEACON AND FLOOD LIGHT	1.00	LS	3,718.00	3,718.00												3,718.00
Original Contract Totals										\$	\$	\$	\$	\$	\$	\$	\$
Original Contract Totals										\$	\$	\$	\$	\$	\$	\$	\$

**Progress Estimate - Unit Price Work**

Owner: Washington Airport Commission  
 Engineer: Bolton & Mink, Inc.  
 Contractor: Unified Contracting Services  
 Project: Fuel System Repair and Modification  
 Contract: \_\_\_\_\_

Owner's Project No.: OTS.125319  
 Engineer's Project No.: 91220AWG100  
 Other Project No.: \_\_\_\_\_

**Contractor's Application for Payment**

Application No.: 2 Application Period: From 05/19/23 to 10/14/23 Application Date: 10/14/23

A Bid Item No.	B Description	C Item Quantity	D Units	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 (I / J) (%)	L Balance to Finish (J - I) (\$)
Change Orders											
3	REMOVE - EPOXY LINE INTERIOR OF EXISTING AVGAS TANK	1.00	L5	(38,500.00)	(38,500.00)						
7	REMOVE - PAINT EXTERIOR OF EXISTING CONVERTED JET A TANK AND PIPING	1.00	L5	(9,350.00)	(9,350.00)						
8	REMOVE - PAINT EXTERIOR OF EXISTING AVGAS TANK, CABINET AND PIPING	1.00	L5	(9,350.00)	(9,350.00)						
10	REMOVE - ELECTRICAL UPGRADES	1.00	L5	(18,723.00)	(18,723.00)						
11	REMOVE - 15,000 GALLON FIREGUARD JET FUEL TANK, COMPLETE IN PLACE	1.00	L5	(116,699.00)	(116,699.00)						
CO1-11	ADD - 12,000 GALLON FLAMESHIELD JET A TANK, COMPLETE IN PLACE	1.00	L5	91,281.00	91,281.00	0.80	82,152.90		82,152.90	90%	9,128.10
15	REMOVE - RAISED ISLAND WITH 5 GALLON SUMP	20.00	SY	(880.00)	(17,600.00)						7,605.00
CO1-15	ADD - RAISED ISLAND WITH 5 GALLON SUMP	20.00	SY	380.25	7,605.00						
Change Order Totals					\$ [111,326.00]		\$ 82,152.90	\$	\$ 82,152.90	-74%	\$ 16,733.10
Project Totals					\$ 261,861.00		\$ 100,945.90	\$ 34,371.50	\$ 143,317.40	55%	\$ 116,543.60



**Contractor's Application for Payment**

**Stored Materials Summary**

Owner: Washington Airport Commission  
 Engineer: Bolton & Menk, Inc. OTS: 125319  
 Contractor: Unified Contracting Services 91220AWG100  
 Project: Fuel System Repair and Modification  
 Contract: Application No.: 2

Application No.: 2		Application Period: From 05/19/23 to 10/14/23			Application Date: 10/14/23							
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)
6	23575	1				34,371.50	-	34,371.50	-	-	-	34,371.50
						<b>Totals \$</b>	34,371.50	\$	-	\$	34,371.50	\$



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

**Invoice**

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

October 11, 2023  
 Project No: 7046.011  
 Invoice No: 0202959

**Professional Services: September 1, 2023 through September 30, 2023**

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>

---

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

---

Project	7046.013	2021 Washington Water Main Improvements- Permitting		
			<b>Total this Project</b>	<b>0.00</b>

---

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>
			<b>Total this Project</b>	<b>0.00</b>

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

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

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

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>

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>

Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
<b>Fee</b>				
Total Fee		69,200.00		
Percent Complete		52.00	Total Earned	35,984.00
			Previous Fee Billing	33,908.00
			Current Fee Billing	2,076.00
			<b>Total Fee</b>	<b>2,076.00</b>
			<b>Total this Project</b>	<b>\$2,076.00</b>

**Outstanding Invoices**

Number	Date	Balance
0201703	9/13/2023	3,460.00
<b>Total</b>		<b>3,460.00</b>

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

Project	7046.011	Washington Water Main - Final Design	Invoice	0202959
Total Fee		7,600.00		
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>

---

Project	7046.020	2021 Washington Water Main Improvements - Construction Staking		
	<b>Total Labor</b>			<b>87.75</b>
		<b>Total this Project</b>		<b>\$87.75</b>
		<b>Total this Invoice</b>		<b>\$2,163.75</b>

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

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





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

Invoice

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

October 11, 2023
Project No: 7046.026
Invoice No: 0202961

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

Project 7046.026 East Interceptor & IRE Consultation

Total Labor 924.50

Total this Invoice \$924.50

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

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



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

**Invoice**

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

October 12, 2023  
 Project No: 7046.024  
 Invoice No: 0203293

**Professional Services: September 1, 2023 through September 30, 2023**

Project	7046.024	Nutrient Reduction Feasibility Study		
<b>Fee</b>				
Total Fee		22,500.00		
Percent Complete		100.00	Total Earned	22,500.00
			Previous Fee Billing	11,250.00
			Current Fee Billing	11,250.00
			<b>Total Fee</b>	<b>11,250.00</b>
			<b>Total this Invoice</b>	<b>\$11,250.00</b>

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

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



# PROJECT STATUS REPORT

*Biosolids Land Application Plan*

Aspen Business Park | 414 South 17<sup>th</sup> Street, Suite 107 | Ames, Iowa 50010

DATE: October 9, 2023

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

RE: Nutrient Reduction Feasibility Study  
FOX Strand PN: 7046.024

DELIVERY:

ITEMS: Invoice

COMMENTS:

The attached invoice includes work completed for the Nutrient Reduction Feasibility Study through September as follows:

**Nutrient Reduction Feasibility Study**

1. Draft report completed and submitted to the City.
2. The draft report presented to council on September 19th and was approved by council.
3. Final report submitted to IDNR on September 20, 2023.

If you have questions or concerns, please contact me.

Thank You,

A handwritten signature in blue ink that reads 'Steven J. Troyer'.

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



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

**Invoice**

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

October 11, 2023  
 Project No: 7046.025  
 Invoice No: 0202960

**Professional Services: September 1, 2023 through September 30, 2023**

Project 7046.025 Bazooka Farmstar - Consultation

**Total Labor 411.61**

**Total this Invoice \$411.61**

**Contract Amount 10,000.00**

**Total Billings to Date 1,372.86**





# PROJECT STATUS REPORT

*Biosolids Land Application Plan*

Aspen Business Park | 414 South 17<sup>th</sup> Street, Suite 107 | Ames, Iowa 50010

DATE: October 9, 2023

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

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

DELIVERY: USPS

ITEMS: September Invoice

COMMENTS:

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

**Bazooka Farmstar Industrial Treatment Agreement**

1. Draft discharge permit application.

If you have questions or concerns, please contact me.

Thank You,

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

\\fs1\233\4\Rep\strand\1616\projects\2023\10\09\7046.025\Washington\1616



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

October 24, 2023  
Invoice No: 46283

Project 5020201 Washington - Buchanan Street Paving Project.  
Client ID# 20040

**Professional Services for the Period: September 22, 2023 to October 19, 2023**

### Professional Services

	Hours	Rate	Amount
Principal Engineer	9.00	160.00	1,440.00
Totals	9.00		1,440.00
<b>Total Professional Services</b>			<b>1,440.00</b>
<b>Total Project Invoice Amount</b>			<b>\$1,440.00</b>

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

October 24, 2023  
Invoice No: 46282

Project 5019061 Washington - Reconstruction of Adams Street.  
Client ID# 20040

**Professional Services for the Period: September 22, 2023 to October 19, 2023**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	7.00	169.00	1,183.00	
Totals	7.00		1,183.00	
<b>Total Professional Services</b>				<b>1,183.00</b>
		<b>Total Project Invoice Amount</b>		<b>\$1,183.00</b>

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



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

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

October 24, 2023  
Project No: 24616-041  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for Swaffer Building Site Plan Review:

**Professional Services from September 17, 2023 to October 14, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer II-A	3.00	179.00	537.00	
Engineer X	.50	97.00	48.50	
Totals	3.50		585.50	
<b>Total Labor</b>				<b>585.50</b>
		<b>Total this Invoice</b>		<b>\$585.50</b>





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

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

October 24, 2023  
Project No: 24616-042  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for W-3 Construction Site Plan Review

**Professional Services from September 17, 2023 to October 14, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer II-A	3.00	179.00	537.00	
Engineer X	.50	97.00	48.50	
Totals	3.50		585.50	
<b>Total Labor</b>				<b>585.50</b>
		<b>Total this Invoice</b>		<b>\$585.50</b>



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

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

October 24, 2023  
Project No: 24653  
Invoice No: 10

Project Manager Leland Belding III

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

**Professional Services from September 17, 2023 to October 14, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Clerical II	2.00	80.00	160.00	
Engineer II-A	44.00	179.00	7,876.00	
Engineer VI	8.00	128.00	1,024.00	
Engineer X	29.50	97.00	2,861.50	
Totals	83.50		11,921.50	
<b>Total Labor</b>				<b>11,921.50</b>
		<b>Total this Invoice</b>		<b>\$11,921.50</b>



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

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

October 24, 2023  
Project No: 24654  
Invoice No: 8

Project Manager Leland Belding III

Engineering services for Dog Park Storm Sewer:

**Professional Services from September 17, 2023 to October 14, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer II-A	3.00	179.00	537.00	
Totals	3.00		537.00	
<b>Total Labor</b>				<b>537.00</b>
		<b>Total this Invoice</b>		<b>\$537.00</b>



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

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

October 24, 2023  
Project No: 24657  
Invoice No: 2

Project Manager Leland Belding III

Engineering services for Wellness Park Improvements Phase II Master Plan:

**Professional Services from September 17, 2023 to October 14, 2023**

**Fee**

Total Fee	48,000.00			
Percent Complete	55.00	Total Earned	26,400.00	
		Previous Fee Billing	14,400.00	
		Current Fee Billing	12,000.00	
		<b>Total Fee</b>		<b>12,000.00</b>
			<b>Total this Invoice</b>	<b>\$12,000.00</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	12,000.00	14,400.00	26,400.00
<b>Totals</b>	<b>12,000.00</b>	<b>14,400.00</b>	<b>26,400.00</b>





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

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

October 24, 2023  
Project No: 24658  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for Wellness Park Concession Stand:

**Professional Services from September 17, 2023 to October 14, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer X	23.00	97.00	2,231.00	
Drafter III	8.50	102.00	867.00	
Totals	31.50		3,098.00	
<b>Total Labor</b>				<b>3,098.00</b>
		<b>Total this Invoice</b>		<b>\$3,098.00</b>



**YMCA of Washington County**

520 W 5th St PO Box 887  
PO Box 887  
Washington, IA 52353  
United States  
(319) 653-2141

November 1, 2023

**INVOICE**

AMOUNT DUE as of 11/1/2023  
**\$20,000.00**

**City of Washington**

Identification: 016015

Enclosed payment amount: \$

**TO** City of Washington  
215 E Washington  
Washington, IA 52353  
United States

(return this portion with payment)

**Account Fees**

Date	Description	Due Date	Fee	Adjusted	Sched.	Paid	Balance
11/01/23	City Sports Sponsorship - 1st half 2023/2024 Rec Service Fee	11/01/23	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00

Total	\$20,000.00
Amount Adjusted	\$0.00
Amount Paid	\$0.00
Amount Scheduled	\$0.00
Balance	\$20,000.00
<b>Amount Due</b>	<b>\$20,000.00</b>

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

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

---

November 1, 2023

Kelsey Brown, Finance Director  
City of Washington, Iowa  
215 E. Washington Street  
Washington, Iowa 52353

**INVOICE**

For legal services rendered to the City of Washington, Iowa in September and October, 2023

TOTAL HOURS	—	16.0 hours (reg) 0.75 hours (court)
Filing Fees reimbursement	(\$190.00)	
TOTAL MILES		594 miles
Hourly Rate		\$90/hour- Reg \$75/hour - Court
Mileage Rate		\$0.56 per mile
TOTAL INVOICE FOR SEPTEMBER AND OCTOBER, 2023		\$1,828.89

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

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

---

November 1, 2023

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

**DETAILED INVOICE**

For legal services rendered to the City of Washington, Iowa in September and October, 2023

9/1/2023	Research into covenants at Biz Park; visas for working	0.5 hrs
9/5/2023	Draft findings of BOA for Wilson Council meeting (66 miles)	1.75 hrs
9/11/2023	t/t attorney for sewer backup property; e-mail corr	0.5 hrs
9/13-14/2023	Nuisance meeting (66 miles); Robbs case (66 miles); various Nuisance notices	2.25 hrs
9/19/2023	Council meeting (66 miles)	1.25 hrs
9/25/2023	Obstructed view question; corr/bank Swaffer closing; Murphy Attorney's office- finalized agreements	1.5 hrs
9/27-29/2023	Durst letter; Perdock Ct letter; sewer issues;	1.25 hrs
10/3/2023	Council meeting (66 miles)	1.25 hrs
10/5/2023	Cortes court case (66 miles)	0.75 hrs
10/11-12/2023	review garbage RFP; kratom research; RFP for sewer plant	1.0 hrs
10/16/2023	Meet with BL and DM on site for Murphy; asbestos issue (66 Miles)	0.75 hrs
10/17/2023	Council meeting (66 miles) and prep	1.0 hrs
10/17-19/2023	Swaffer closing and related docs (66 miles)	1.25 hrs
10/23-27/2023	Murphy issues	0.5 hrs
10/30-31/2023	Police matters; LRS letter; Country Club SD issues Nuisance matters	1.25 hrs





Invoice Date 09/28/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

**Issue** 0185417201  
WASHINGTON  
GENERAL OBLIGATION CAPITAL LOAN  
NOTES, SERIES 2018A

**Issue Payment Date** 12/01/2023

<b>Registered Interest</b>	\$ 23,035.00
<b>Matured Bonds</b>	\$ 0.00
<b>Called Bonds</b>	\$ 0.00
<b>Principal Reduction</b>	\$ 0.00
<b>Coupon Interest</b>	\$ 0.00

**TOTAL DUE** \$ 23,035.00

**Unless otherwise specified in bond documents:**  
**Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.**  
**Payments by ACH are due 2 business days prior to the Issue Payment Date.**  
**Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of this notice with your check payment.**

*Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you receive any communication that indicates a change, please contact your Relationship Manager.*

**Wire Instructions:**  
UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - 0185417201

**ACH Instructions:**  
UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - 0185417201

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153686063  
**Email:** DIANA.VANVLEET@UMB.COM



Invoice Date 09/28/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
305 S. 3RD STREET  
WASHINGTON IA 50138

Issue I1335

CITY OF WASHINGTON GO CAP LOAN NOTES  
SRS 2022 DTD 9/1/2022

Issue Payment Date 12/01/2023

Registered Interest	\$ 55,140.00
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

**TOTAL DUE** \$ 55,140.00

**Unless otherwise specified in bond documents:**  
**Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.**  
**Payments by ACH are due 2 business days prior to the Issue Payment Date.**  
**Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of this notice with your check payment.**

*Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you receive any communication that indicates a change, please contact your Relationship Manager.*

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - I1335

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN: DIANA VAN VLEET - I1335

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153686063  
**Email:** DIANA.VANVLEET@UMB.COM



Invoice Date 09/28/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue 0185406592

CITY OF WASHINGTON  
GENERAL OBLIGATION CAPITAL LOAN  
NOTES SERIES 2015, DTD 7/21/15

Issue Payment Date 12/01/2023

Registered Interest	\$ 19,912.50
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

TOTAL DUE \$ 19,912.50

**Unless otherwise specified in bond documents:**  
**Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.**  
**Payments by ACH are due 2 business days prior to the Issue Payment Date.**  
**Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of this notice with your check payment.**

*Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you receive any communication that indicates a change, please contact your Relationship Manager.*

**Wire Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - 0185406592

**ACH Instructions:**

UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - 0185406592

Account Officer: DIANA VAN VLEET  
Phone: 5153686063  
Email: DIANA.VANVLEET@UMB.COM



Invoice Date 09/28/2023

CITY OF WASHINGTON
ATTN: CITY CLERK
215 E WASHINGTON ST
PO BOX 516
WASHINGTON IA 52353

Issue 0185408820
WASHINGTON
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016A

Issue Payment Date 12/01/2023

Table with 2 columns: Description and Amount. Rows include Registered Interest (\$9,785.00), Matured Bonds (\$0.00), Called Bonds (\$0.00), Principal Reduction (\$0.00), and Coupon Interest (\$0.00).

TOTAL DUE \$ 9,785.00

Unless otherwise specified in bond documents:
Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.
Payments by ACH are due 2 business days prior to the Issue Payment Date.
Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of this notice with your check payment.

Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you receive any communication that indicates a change, please contact your Relationship Manager.

Wire Instructions:
UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9800006823
OBI/ATTN:DIANA VAN VLEET - 0185408820

ACH Instructions:
UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9801018981
OBI/ATTN:DIANA VAN VLEET - 0185408820

Account Officer: DIANA VAN VLEET
Phone: 5153686063
Email: DIANA.VANVLEET@UMB.COM





Invoice Date 09/28/2023

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Issue 0185418837  
WASHINGTON  
LOSST REVENUE BONDS  
SERIES 2018B

Issue Payment Date 12/01/2023

Registered Interest	\$ 23,020.00
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

**TOTAL DUE** \$ 23,020.00

**Unless otherwise specified in bond documents:**  
Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.  
Payments by ACH are due 2 business days prior to the Issue Payment Date.  
Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of this notice with your check payment.

*Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you receive any communication that indicates a change, please contact your Relationship Manager.*

**Wire Instructions:**  
UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9800006823  
OBI/ATTN:DIANA VAN VLEET - 0185418837

**ACH Instructions:**  
UMB BANK NA  
BNF NAME: TRUST OPERATIONS  
ABA: 101 000 695  
BNF A/C: 9801018981  
OBI/ATTN:DIANA VAN VLEET - 0185418837

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153686063  
**Email:** DIANA.VANVLEET@UMB.COM



Invoice Date 09/28/2023

CITY OF WASHINGTON
ATTN: CITY CLERK
215 E WASHINGTON ST
PO BOX 516
WASHINGTON IA 52353

Issue I264

CITY OF WASHINGTON GO CAPITAL
LOAN NOTES SRS 2020 A
DATED 3/31/2020

Issue Payment Date 12/01/2023

Table with 2 columns: Description and Amount. Rows include Registered Interest (\$41,950.00), Matured Bonds (\$0.00), Called Bonds (\$0.00), Principal Reduction (\$0.00), and Coupon Interest (\$0.00).

TOTAL DUE \$ 41,950.00

Unless otherwise specified in bond documents:
Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.
Payments by ACH are due 2 business days prior to the Issue Payment Date.
Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of this notice with your check payment.

Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you receive any communication that indicates a change, please contact your Relationship Manager.

Wire Instructions:

UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9800006823
OBI/ATTN:DIANA VAN VLEET - I264

ACH Instructions:

UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9801018981
OBI/ATTN: DIANA VAN VLEET - I264

Account Officer: DIANA VAN VLEET
Phone: 5153686063
Email: DIANA.VANVLEET@UMB.COM



Invoice Date 09/28/2023

CITY OF WASHINGTON
ATTN: CITY CLERK
215 E WASHINGTON ST
PO BOX 516
WASHINGTON IA 52353

Issue I265
CITY OF WASHINGTON TXBL GO
CAPITAL LOAN NOTES SRS 2020B
DATED 3/31/2020

Issue Payment Date 12/01/2023

Table with 2 columns: Description and Amount. Rows include Registered Interest (\$1,350.00), Matured Bonds (\$0.00), Called Bonds (\$0.00), Principal Reduction (\$0.00), and Coupon Interest (\$0.00).

TOTAL DUE \$ 1,350.00

Unless otherwise specified in bond documents:
Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.
Payments by ACH are due 2 business days prior to the Issue Payment Date.
Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of this notice with your check payment.

Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you receive any communication that indicates a change, please contact your Relationship Manager.

Wire Instructions:
UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9800006823
OBI/ATTN:DIANA VAN VLEET - I265

ACH Instructions:
UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9801018981
OBI/ATTN: DIANA VAN VLEET - I265

Account Officer: DIANA VAN VLEET
Phone: 5153686063
Email: DIANA.VANVLEET@UMB.COM



Invoice Date 09/28/2023

CITY OF WASHINGTON
ATTN: CITY CLERK
215 E WASHINGTON ST
PO BOX 516
WASHINGTON IA 52353

Issue 0185408838
WASHINGTON
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016B

Issue Payment Date 12/01/2023

Table with 2 columns: Description and Amount. Rows include Registered Interest (\$ 4,743.75), Matured Bonds (\$ 0.00), Called Bonds (\$ 0.00), Principal Reduction (\$ 0.00), and Coupon Interest (\$ 0.00).

TOTAL DUE \$ 4,743.75

Unless otherwise specified in bond documents:
Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.
Payments by ACH are due 2 business days prior to the Issue Payment Date.
Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of this notice with your check payment.

Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you receive any communication that indicates a change, please contact your Relationship Manager.

Wire Instructions:
UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9800006823
OBI/ATTN:DIANA VAN VLEET - 0185408838

ACH Instructions:
UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9801018981
OBI/ATTN:DIANA VAN VLEET - 0185408838

Account Officer: DIANA VAN VLEET
Phone: 5153686063
Email: DIANA.VANVLEET@UMB.COM



# INVOICE

INV88389

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

DATE

11/1/2023

PAGE:

1

Mbr No: Member Name:  
 0706 Washington, City of

Washington, City of  
 215 E Washington

Washington IA 52353

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

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL5	Installment 5 - Work Comp Prem 23-24			8,393.00	\$8,393.00
This invoice is due by December 1, 2023.						

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

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

*Thank You*

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

Deluxe For Business 1-800-225-6380

# APPLICATION AND CERTIFICATE FOR PAYMENT

ALA DOCUMENT G702/Cma

TO OWNER:	City of Washington 215 E. Washington Street Washington, Iowa 52353	VIA ARCHITECT:	FEH Design 604 East Grand Avenue Des Moines, Iowa 50309
CONTRACTOR:	Reed Construction LLC 2317 Grant Street Bettendorf, Iowa 52722	PROJECT:	Washington Public Library Makerspace
MAILING ADDRESS:	PO Box 473, DeWitt, Iowa 52742	CONTRACT DATE:	09/05/23

## 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..... \$0.00

3. CONTRACT SUM TO DATE (Line 1 +2)..... \$ 400,360.00

4. TOTAL COMPLETED & STORED TO DATE..... \$112,600.25  
(Column G on G703)

5. RETAINAGE: a. 5% % of Completed Work \$5,630.01  
(Columns D & E on G703)

b. 0% % of Stored Material \$0.00  
(Column F on G703)  
Total Retainage (Line 5a + 5b or Total in Column I of G703) \$5,630.01

6. TOTAL EARNED LESS RETAINAGE..... \$106,970.24  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$48,248.13

8. CURRENT PAYMENT DUE \$58,722.11

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 293,389.76

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total Approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order			\$0.00

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] Date: 10/31/23

Subscribed and sworn before me on this 31st day of October, 2023 by: Brandon Reed, proved to me on the basis of satisfactory evidence to be the person who appeared before me

Notary: [Signature] My Commission Expires: 4/17/2024

## ARCHITECTS 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..... \$ 58,722.11

(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: [Signature] Date: 11.01.23

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. 2

APPLICATION DATE: 10/31/23

PERIOD TO: 10/31/23

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	01-00 General Conditions	\$91,340.00	\$22,835.00		\$22,835.00		\$45,670.00	50%	\$45,670.00	\$2,283.50
2	02-4119 Selective Demo	\$13,012.00	\$13,012.00		\$0.00		\$13,012.00	100%	\$0.00	\$650.60
3	06-1053 Backing	\$500.00	\$0.00		\$500.00		\$500.00	100%	\$0.00	\$25.00
4	06-4116 Cabinet	\$8,923.00	\$0.00		\$0.00		\$0.00		\$8,923.00	\$0.00
5	06-4116 Labor	\$2,779.00	\$0.00		\$0.00		\$0.00		\$2,779.00	\$0.00
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	\$0.00		\$0.00		\$0.00		\$1,500.00	\$0.00
8	08-1113-1416-7100 Door Material	\$9,974.00	\$0.00		\$2,493.50		\$2,493.50	25%	\$7,480.50	\$124.68
9	08-1113-1416-7100 Door Labor	\$6,875.00	\$0.00		\$1,718.75		\$1,718.75	25%	\$5,156.25	\$85.94
10	08-4113-4413-8000 Glazing/ASF Material	\$10,698.00	\$0.00		\$0.00		\$0.00		\$10,698.00	\$0.00
11	08-4113-4413-8000 Labor	\$10,698.00	\$0.00		\$0.00		\$0.00		\$10,698.00	\$0.00
12	09-2216-2900 Framing/Drywall Material	\$10,050.00	\$7,537.50		\$2,512.50		\$10,050.00	100%	\$0.00	\$502.50
13	09-2216-2900 Framing/Drywall Labor	\$23,610.00	\$5,903.00		\$5,903.00		\$11,806.00	50%	\$11,804.00	\$590.30
14	09-6513-6519-6813 Flooring	\$21,922.00	\$0.00		\$0.00		\$0.00		\$21,922.00	\$0.00
15	09-5113/10-1124 Ceilings/ Sound Panels	\$3,562.00	\$0.00		\$0.00		\$0.00		\$3,562.00	\$0.00
16	09-5113/10-1124 Labor	\$3,562.00	\$0.00		\$0.00		\$0.00		\$3,562.00	\$0.00
17	09-9123 Paint	\$9,974.00	\$0.00		\$0.00		\$0.00		\$9,974.00	\$0.00
18	10-1400 Signage	\$2,140.00	\$0.00		\$0.00		\$0.00		\$2,140.00	\$0.00
19	11-5213 Green Screen	\$800.00	\$0.00		\$0.00		\$0.00		\$800.00	\$0.00
20	12-3661 Stone Tops	\$1,500.00	\$0.00		\$0.00		\$0.00		\$1,500.00	\$0.00
21	21-0517-0518-0553-1313 Fire Suppression	\$4,633.00	\$0.00		\$0.00		\$0.00		\$4,633.00	\$0.00
22	21-0517-0518-0553-1313 Fire Suppression Labor	\$4,632.00	\$0.00		\$0.00		\$0.00		\$4,632.00	\$0.00
23	22-0000 Plumbing Material	\$4,100.00	\$0.00		\$2,925.00		\$2,925.00	71%	\$1,175.00	\$146.25
24	22-0000 Plumbing Labor	\$4,100.00	\$0.00		\$2,925.00		\$2,925.00	71%	\$1,175.00	\$146.25
25	23-0000 HVAC Material	\$14,985.00	\$0.00		\$10,000.00		\$10,000.00	66%	\$4,985.00	\$500.00
26	23-0000 HVAC Labor	\$14,985.00	\$0.00		\$10,000.00		\$10,000.00	66%	\$4,985.00	\$500.00
27	26-0000/27-0000/28-0000 Electrical/Comm/SS	\$59,003.00	\$0.00		\$0.00		\$0.00		\$59,003.00	\$0.00
28	26-0000/27-0000/28-0000 Labor	\$59,003.00	\$0.00		\$0.00		\$0.00		\$59,003.00	\$0.00
29			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
30			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
31			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
32			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
33			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
34			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
35			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
36			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
37			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
38			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SUB TOTALS:		\$400,360.00	\$50,787.50		\$61,812.75	\$0.00	\$112,600.25	28%	\$287,759.75	\$5,630.01
Change Orders										
			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CHANGE ORDER TOTALS:		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
GRAND TOTALS		\$400,360.00	\$50,787.50		\$61,812.75	\$0.00	\$112,600.25	28%	\$287,759.75	\$5,630.01

**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 \$48,248.13

(Forty eight thousand two hundred forty eight dollars and thirteen 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 25<sup>th</sup> day of October, 2023.

Reed Construction LLC, 2317 Grant St., Bettendorf, IA 52722 (Mailing: PO Box 473, DeWitt, IA 52742)

Company

X [Signature]

Owner

10/25/2023

Date

**Witnessed By:**

[Signature]

Signature of Witness

Susan Reed

Name (Print)

10/25/2023

Date



**Premier Pumping LLC**

PO Box 1200  
Kalona, IA 52247  
(319) 461-0766  
premierpumpingllc@gmail.com



**INVOICE**

BILL TO  
City of Washington  
215 East Washington Street  
Washington, IA 52353

INVOICE 1073  
DATE 11/01/2023  
TERMS Net 30  
DUE DATE 12/01/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/19/2023	Manure Pumping	10/17-19/2023. Pumped to Murphy and Don Marie. 1,027,000 gallons @ \$.037/gal	1,027,000	0.037	37,999.00

Please send all checks to:  
Premier Pumping LLC  
PO Box 1200  
Kalona, IA 52247

BALANCE DUE **\$37,999.00**

610-6-8015- 6599 Initials Jaw  
EXP. land Application of Bio Solids  
Vendor # \_\_\_\_\_ Date Rec. \_\_\_\_\_  
Due Date \_\_\_\_\_ Inv # \_\_\_\_\_

# DCJ Concrete & General Construction

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



PREPARED FOR:  
 City of Washington

Sidewalk Project  
 N 2nd Ave

Prepared date: October 30th 2023

Address	SqFt Concrete 4"	SqFt Concrete 6"
214 N 2nd Ave	64	
215 N 2nd Ave	112	
220 N 2nd Ave	144	48
507 N 2nd Ave	16	
508 N 2nd Ave	48	
515 N 2nd Ave	224	
516 N 2nd Ave	48	
522 N 2nd Ave	192	
602 N 2nd Ave	48	16
608 N 2nd Ave	48	16
614 N 2nd Ave	16	
714 N 2nd Ave	128	
920 N 2nd Ave	16	
1002 N 2nd Ave	32	
1010 N 2nd Ave	80	
1018 N 2nd Ave	32	
1038 N 2nd Ave	16	

$1264 \times 4.50 = \$5,688.00$   
 $160 \times 5.00 = \$800.00$   
 $160$   
 $80$   
 $160 \times 5.00 = \$800.00$   
 $11/2/23$   
 $KJH$   
~~Total due: \$6,416.00~~  
**6,488.00**  
 Total = \$6,488.00  
 Page 1 of 3

**DCJ Concrete & General Construction**

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



PREPARED FOR:  
 City of Washington

Sidewalk Project N  
 N 3rd Ave

Prepared date: October 30th 2023

Address	SqFt Concrete 4"	SqFt Concrete 6"	<del>\$4,822.00</del>
---------	---------------------	---------------------	-----------------------

1021 N 3rd Ave  
 1025 N 3rd Ave  
 1115 N 3rd Ave  
 1121 N 3rd Ave

32  
 32  
 16

80  
 $80 \times 4.50 =$   
 $\$360.00$

32  
 32  
 $32 \times 6.00 =$   
 $\$192.00$

Total =  $\$552.00$  ✓

11/2/23  
 KSH

Total due:  
 \$520.00

Page 2 of 3

**DCJ Concrete & General Construction**

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



PREPARED FOR:  
 City of Washington

Sidewalk Project  
 N 4th Ave

Prepared date: October 30th 2023

Address	SqFt Concrete 4"	SqFt Concrete 6"
---------	---------------------	---------------------

1025 N 4th Ave  
 1037 N 4th Ave  
 1115 N 4th Ave  
 1205 N 4th Ave

128  
 144  
 128

400

$400 \times 4.50 =$   
 $\$1,800.00$

24  
 24

$24 \times 5.00 =$   
 $\$120.00$

Total = 1,920.00 ✓

Total due:  
 \$1,920.00

11/2/23  
 KWH

Page 3 of 3

total = ~~8,856~~

$\$8,928.00$



STEVENS EROSION CONTROL, INC.

P.O. Box 98  
Hills, IA 52235

Phone # 319-679-4990  
brian.stevens@stevenserosion.com



Date	Invoice #
11/3/2023	15067

Bill To
City of Washington 215 E. Washington Street Washington, IA 52353

Project

Quantity	Description	Rate	Amount
	Tilling, Grading, Spreading Black Dirt, Seeding, Fertilizing, And Hydro Mulching 914,916,918,1000,1002,1004,1006,1008,1010	4,500.00	4,500.00T
	Pulverized Black Dirt Delivered	425.00 0.00%	425.00T 0.00
<b>Total</b>			<b>\$4,925.00</b>



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
THE TIPSY TRAVELER'S LLC	The Tippy Travelers	(319) 201-0470		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
121 West Washington Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1919 Dogwood Avenue	Keota	Iowa	52248	

## Contact Person

NAME	PHONE	EMAIL
Megan Libe	(319) 201-0470	tipsytravelrs@gmail.com

## License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 17, 2023	Nov 21, 2023	

### SUB-PERMITS

Special Class C Retail Alcohol License



# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Megan Libe	Keota	Iowa	52248	Owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Nov 17, 2023

POLICY EXPIRATION DATE

Nov 22, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
C & H JONES INC	ACE N MORE	(319) 653-6700		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1901 E WASHINGTON ST		WASHINGTON	WASHINGTON	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1901 E WASHINGTON ST	WASHINGTON	Iowa	52353	

## Contact Person

NAME	PHONE	EMAIL
HOLLY JONES	(319) 653-8951	21hollyjones@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000059	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 12, 2024	Jan 11, 2025	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Holly Jones	WASHINGTON	Iowa	523539313	President	50.00	Yes
Craig Jones	WASHINGTON	Iowa	523539313	secretary	50.00	Yes

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



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



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

---

---

City Administrator Report  
November 7, 2023

Project Updates:

**West Buchanan Street Project:** Working through some reports to the DOT for the project.

**East Adams:** Seeding has been done. We will accept the project in December and if problems with the seeding we can go against their performance bond.

**Water Main:** Water main has been installed all the way to C Ave. Service lines are done to Casey's. All the tie in connections have been done. Now concrete driveways, road patches and sidewalks will get started. Then we will discuss phase 2.

This week:

Department Head one on ones

Prepared for City Council meeting

Zoom meeting with Millie, Jon Berg and Jill from Marion Great Places

Water Main Improvement Project progress meeting

Phone call with Sam from Main Street on DIG grants

Phone call with Jimmy T from Iowa Economic Development

Meeting with Mary Audia

Phone call with Dave Waite

City Clerk 2<sup>nd</sup> interviews and checked references

Next week:

Council meeting

Council one on one

Department Head one on one

Nuisance meeting

Continue working on Urban Renewal report and TIF certification

Working on updating the Great Places survey

Reminder that City Hall is closed next Friday due to Veteran's holiday

Garbage RFPs are out to 4 companies and a letter was sent to Johnson County Refuse notifying them that RFPs have been sent. Annexation notices to the Supervisors, utilities and ECICOG have been sent. Public hearing notice has been sent to the paper. The hearing on the parcel of the future hotel will be on November 21. Kelsey and I will be attending a budget workshop via zoom

*"One of the 100 Best Small Towns in America"*

on November 21. Auditors will be reviewing our information on November 6-8 and so we must be available. The streetlight near Country Market is waiting for brackets to hold the globe and the flower pot brackets. The asbestos review was done on the brick building on N. 6<sup>th</sup> waiting for the report. Bid notice for the farmhouse is out and are due November 29<sup>th</sup> at 4:00pm.

Received information from Iowa Department of Revenue that were just approved regarding the rollbacks the County Auditor must follow for the next fiscal year.

Rollback Numbers:

FY2024

Agriculture 91.6430%

**Commercial 90% (1<sup>st</sup> \$150,000 subject to residential rollback)**

Industrial 90% (1<sup>st</sup> \$150,000 subject to residential rollback)

**Residential 56.4919%**

FY2025

Agriculture 71.8370%

**Commercial same as FY2024**

Industrial same as FY2024

**Residential 46.3428%**

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

## 9-16-23/9-29-23

**STREETS:** Personnel poured 11 yards of concrete on South Ave C plus another 9 yards in the same area on South Ave C. The street sweeper made its way around town as well as sweeping all the leftover chips up on the seal coat streets that were done this past summer.

**WATER DISTRIBUTION:** Personnel located water shut offs for non payment and actually shut off 16 services for nonpayment the following week.

**SEWER COLLECTION:** Personnel checked on a sewer issue located at 910 East Madison to find the City sewer was ok. Personnel raised a sanitary manhole to grade in the Augusta Blvd. Personnel investigated a sink hole between 421 & 427 East Madison St, finding an issue that is the property owner's responsibility.

**STORM SEWER COLLECTION:** Personnel N/A (NO RAIN)

**MECHANIC/SHOP:** Personnel serviced FD #4, Kubota, FD #5 (and the Briggs engine), WWTP Truck, Dodge Tonner (new radio and antenna installed), PD 306 (front brake pads and rotors), PD Chief's vehicle, FD Tanker #2 as well as the small engine, Street sweeper (new main broom install) and Leaf vac (replaced discharge tube).

**OTHER:** Personnel responded to 49 One Call Locates. Yard waste and brush pick up continued. Personnel hauled spoil away from the shop. Personnel loaded scrap metal in a dumpster for Mt Pleasant scrap yard. Jay Quigley's last day was Sep 29, 2023 .



# MAINTENANCE & CONSTRUCTION DEPT. REPORT

## 10-14-23/10-27-23

**STREETS:** Personnel began the leaf vac program staying ahead of schedule as of now. Personnel poured 7 yards (sidewalk) at F-West Main St. The street sweeper made its way around town. Personnel dug out a previous excavation on the Boulevard on West Washington St and placed the bricks back in.

**WATER DISTRIBUTION:** Personnel repaired a water service located at 406 East Main St replacing the lead line to the main. Personnel began installing a 6 inch water main on 250th St. The 20th water main break of 2023 was repaired located at North Ave E-West 2nd St, using a 9 ft piece of 4 inch PVC and 2 repair clamps. Personnel had 10 water shut offs for nonpayment.

**SEWER COLLECTION:** Personnel jetted and flushed the sanitary sewer located on East Tyler St at South 8th Ave/Circle Dr.

**STORM SEWER COLLECTION:** Personnel unplugged a few intakes with the recent rains.

**MECHANIC/SHOP:** Personnel serviced PD 018, PD 009 (Brake pads/rotors and rear shocks), 115 (install new window rail/motor), Backhoe (new tires), 144 (replaced solenoid for hose reel), Parks 010 (installed new starter), FD Tanker 1, PD other car, Police Chiefs vehicle, Mwrap (took tires off) and Skid Steer (wiring for hydraulic attachments).

**OTHER:** Personnel hauled spoil away from the shop area. Personnel hauled numerous loads of 1 inch ballast and 1 inch road stone rock back to the material storage building. Yard waste routes continued. Personnel responded to 57 One Call Locates.

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



**WWTP report  
November 7<sup>th</sup>, 2023  
Council meeting**

- **After hour alarm and dog call outs –**  
10-30-23 Dog call to 427 East Jefferson @ 5:15p.m. Andrew
- **Dept Head meetings** –October 24<sup>th</sup>,31<sup>st</sup>,November 7<sup>th</sup> and a one on one Oct. 27<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 did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
- **Animal Control-**Andrew took, completed, and passed Level 1 Animal Control
- **2023 Biosolids-** Have been applied (10-17 through 10-19) for the 2023 season.
- **Mowing-** Mowing and Tractor mowing continues at the WWTP and Liftstations, and Industrial Park.
- **Winterizing-** We have been preparing liftstations and outbuilding structures for cold weather.
- **Fall Conference-** I attended a fall conference put on by Iowa Rural Water 10-17 and 10-18.
- **Grit Pump-**We have been having trouble with the grit pump for some time now, and I will be bringing a replacement quote this meeting or next. The pump is 12 years old and pumps abrasive materials and has worn out the casting to where it won't hold prime.
- **Fall Clean Up-**Was held at the WWTP on October 21<sup>st</sup>.It went very well. A special thanks to those who worked it, Kelsey, Jason Peterson, Andrew ,Brody, and Marshal.

**Jason Whisler  
11/03/2023 9:00 A.M.**



## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact info: Sally Hart, 319-653-6584 ext 131;  
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: Hospice and Palliative Care Month

Coordinator: Tiffany Crawford

Contact Number: 319-653-7321

Email Address: tiffany@hospicewc.com

2. **EVENT INFORMATION** November is Hospice/Palliative Care Month

Event Description: The month of November is Hospice/Palliative Care Month. We would like to distribute bows throughout the square on some lamp posts. Attached to these bows are information on Hospice services, the importance on advance directives and how and when to contact Hospice.

Days/Dates of Event: The Month of Nov

Time(s) of Event: (Include Set Up/Tear Down Time) Throughout the day in Nov.

Event Location: The beautiful Washington downtown

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Other Requests

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

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

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

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

- Amplified Sound/Speaker System
- 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: Tiffany Crawford Phone: 319-653-7321

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>10/19/2023</u>	City Clerk Licenses)	319-653-6584 ext 131	<a href="mailto:dmccusker@washingtioniowa.gov">dmccusker@washingtioniowa.gov</a> (Liquor
	Comments/Restrictions:		
<u>10/19/2023</u>	Police Chief	Jim Lester	319-458-0264 <a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>10/19/2023</u>	Fire Chief	Brendan DeLong	319-461-3796 <a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>10/19/2023</u>	Streets	JJ Bell	319-653-1538 <a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>10/19/2023</u>	Parks	Nick Pacha	319-321-4886 <a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:		
<u>10/19/2023</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:		

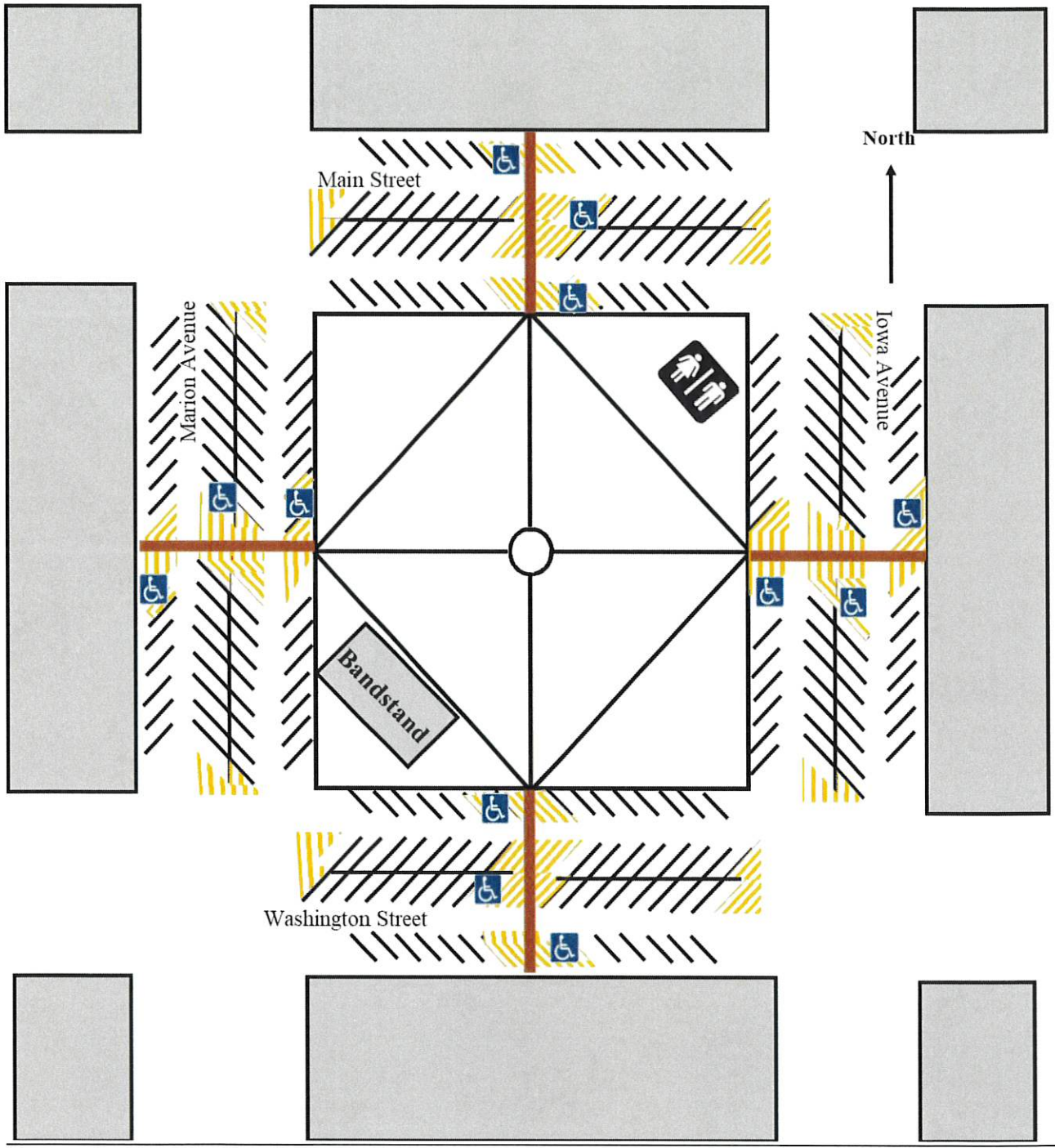
**CITY COUNCIL APPROVAL**

\_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_  
 City Clerk Signature \_\_\_\_\_ Date of Action \_\_\_\_\_  
 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: Sally Hart, 319-653-6584 ext 131; [sallyhart@washingtioniowa.gov](mailto:sallyhart@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: Fall Craft Fair

Coordinator: Washington Chamber

Contact Number: 319-653-3272

Email Address: events@washingtioniowa.org

2. **EVENT INFORMATION**

Event Description: 100+ craft and food vendors

\_\_\_\_\_

\_\_\_\_\_

Days/Dates of Event: Saturday, September 14, 2024 Saturday, September 7, 2024

Time(s) of Event: (Include Set Up/Tear Down Time) 7am-5pm

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: West side of square closed for food court

\_\_\_\_\_

\_\_\_\_\_

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

Letter to downtown businesses and residents at the first of the year

\_\_\_\_\_

Other Requests

Temporarily park in a "No Parking" area  
location: West side

Use of City Park (specify park :  
Electrical Needs: Pole outlets

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

Fireworks (specify location :)

Use of gators/UTV/ATV on City streets

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

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

Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF WASHINGTON**

Street barricades

Emergency "No Parking" Signs

Traffic cones

Picnic Tables

Yield signs for crosswalks

Garbage/Recycling Barrels

Street Sweeping following (parades)

Other (please specify :)

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

Amplified Sound/Speaker System

Public Address System

Recorded/Live Music

If so: BMI/ASCAP License obtained?

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: Michelle Redlinger

Phone: 319-653-3272

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.

*Michelle Redlinger*

Applicant/Sponsor Signature

10/17/23

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>10/17/23</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	<a href="mailto:sallyhart@washingtioniowa.gov">sallyhart@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>10/17/23</u>	Police Chief	Jim Lester	319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>10/17/23</u>	Fire Chief	Brendan DeLong	319-461-3796	<a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>10/17/23</u>	Streets	JJ Bell	319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>10/17/23</u>	Parks	Nick Pacha	319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a>
	Comments/Restrictions:			
<u>10/17/23</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 Signature

Date of Action

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

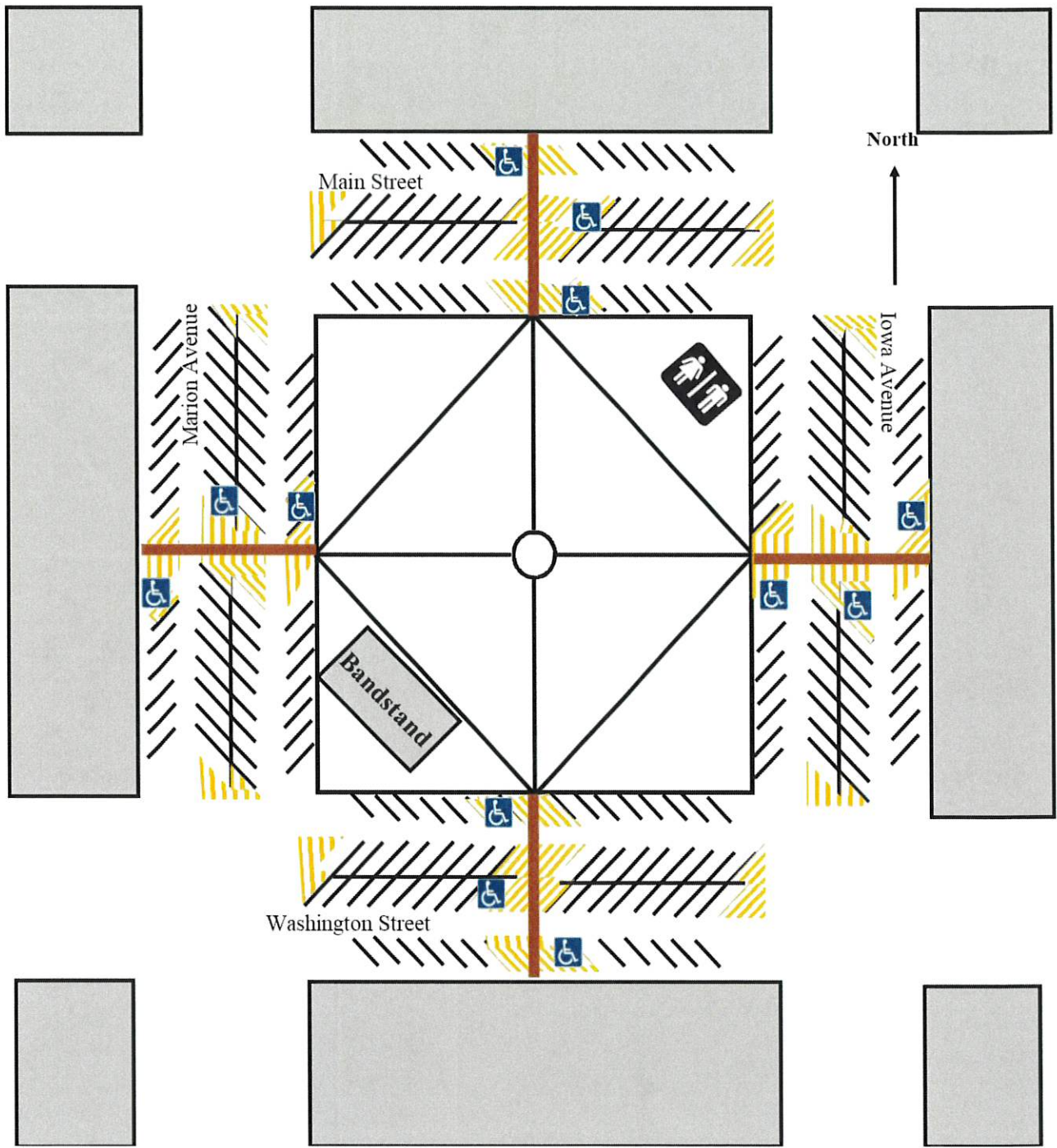
Denied: \_\_\_\_\_

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



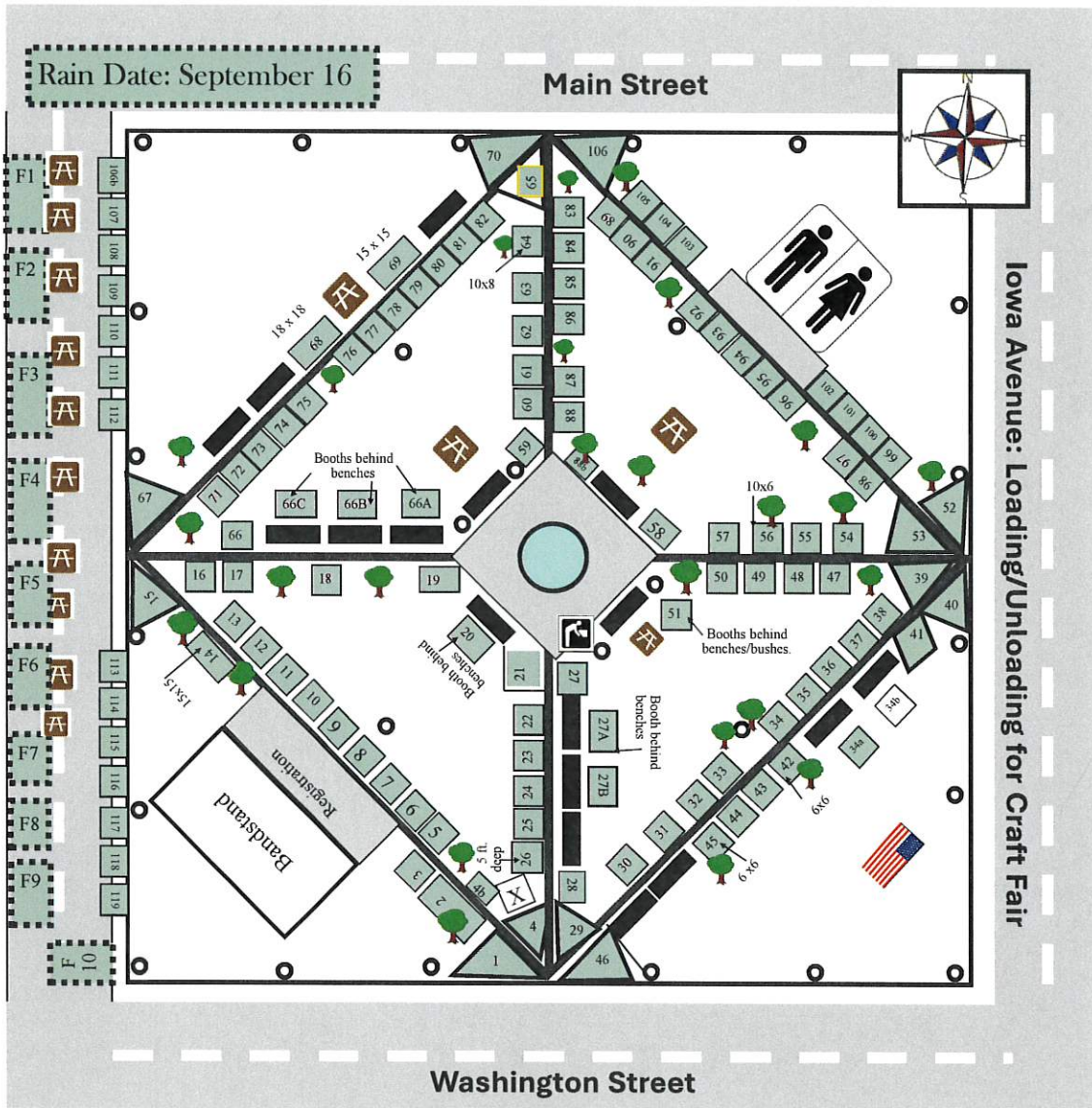
---

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



# CRAFT fair: fall edition

Sept 9, 2023 9am-3pm



The standard booth size is 10ft. X 10ft. (unless noted otherwise)

### Map Key

- Reserved Vendor Booths
- Light Poles (have electric outlets)
- Trees
- Park Bench
- Picnic Table
- Water Fountain has water spigot for hose attachment

Visit our Craft Show webpage For vendor rules & regulations.

Washington Chamber of Commerce

Created by and property of the Washington Chamber of Commerce

Updated July 2023





# DISCOVER A CLASSIC

Here for you, your family and your business.

www.chamber.washingtoniowa.gov

events@washingtoniowa.org

319-653-3272

Presented by:



## FOOD VENDORS

- F1 Jerry & Margie's Catering**  
Chicken strips, tenders, wedges, slaw, hot dogs
- F2 Iowa Bread**
- F3 Cheryl's Ice Cream Shack**  
Walking tacos, nachos, nachos grande, homemade ice cream, milkshakes, pop, water
- F4 A Taste from Mexico**  
quesabirrias y tamales
- F5 Zapata Foods**  
Tacos al pastor, steak, hard tacos with potatoes
- F6 Lugo Gourmet Popcorn**  
Gourmet kettle & caramel popcorn
- F7 Buen Provecho!**  
Empanadas, rice, fried plantains, fried pork chunks, soda, water
- F8 JT Sips**  
Lattes & coffee drinks
- F9 Delovey's Delicious Mini Donuts**  
Donuts, ice cream, walking oreo
- F10 The Box Lunch**  
Burgers, wraps, cheese curds, fries, shakes & more



1. **Hiltop Holiday**  
Holiday & home decor
2. **Yarn This Stuff!**  
Wearable yarn crafts
3. **Paws & More**  
Washington Animal Shelter
4. **Stitches**  
Upcycled mittens, scarves, pocket pads, potato bags, scrubbers, cup covers, oven towels, kitchen boss, wreaths & more
- 4b. **Boho Bailey**  
Teas
5. **Riverband Creations**  
Upcycled items, farmhouse, pinecone creations
6. **Carol Candle Company**  
Candles
7. **Ann Flarezyk**  
The Dye t-shirts and Sweaters with sublimation designs, and clothing accessories
8. **Truelys**  
All natural & eco-friendly bath & body care
9. **The Painted Lady**  
Handmade pillows, purses, rugs, floral items & painted furniture
10. **Happy Dippy Henna**  
Henna body art and misc craft items
11. **Much Love Treasures**  
Handmade crafts, crocheted items, signs & clothing
12. **The Rural Canvas**  
Handmade jewelry, Crochet, mugs & T-shirts
13. **Faith & Findings**  
Jewelry and small items made from resin & organic materials such as dried flowers
14. **Mikaela's Creations**  
Crafts
15. **LU Customs**  
Wreaths in all types, centerpieces
- 16-17. **Sass Family Farms**  
Pumpkins, gourds, fall produce & crafts
18. **Gray Barn Farm LLC**  
Alpaca rugs, alpaca dryer balls & insoles
19. **Lularoo**  
Clothing
20. **Grandpa's Barn Board Signs**  
Signs made from barn boards, bed spring & hearts
21. **Fancy Pants**  
American girl doll clothes & misc.
22. **Designs by SS**  
Tumblers
23. **Luna Boos Designs**  
Variety of woodworking, epoxy, & paper crafting home goods
- 24-26. **Craty Chick Creations**  
Handmade sewing projects, aprons, crocheting, notepads, magnet boards
27. **Immi-thing**  
Handmade jewelry, crochets, mugs, & t-shirts
- 27a. **CooldWPs**  
Crochet items—blankets, stuffed animals, dish cloths, coasters, etc.
- 27b. **Al Wade**  
Toddler clothes & accessories, home decor, t-shirts, & hair accessories
28. **Aunt B's Crafts**  
Clay, earrings, notebooks, reading journals, bookmarks, cosmetic bags, aprons & more
29. **Ganny's Farmhouse Gifts**  
Tea towels, ornaments, Christmas towels, greeting cards
30. **Phoenix Dreams Studios**  
Lampwork glass beads & pendants, jewelry, decor
31. **Pampered Chef / Just B5-n around**  
Pampered Chef, wristlets, keychains, cups, sewing crafts
32. **Dawn Dynamic Dye's**  
The dye clothing
33. **The Brass Nephthage**  
Handmade beaded & wire wrapped jewelry
34. **Craty Creations**  
Sewn handcrafted items
- 34a. **Cofree Under**  
Customizable tumblers, t-shirts, hoodies, & apparel
35. **Permanent Jewelry by Bloom**  
Permanent jewelry—bracelets, anklets, necklaces, & charms.
36. **KnotCrazy by CrazyLindy**  
Macrame wall hangings, plant hangers, jewelry, baskets, rugs, etc
37. **AsslemMAC**  
Jewelry, crocheted items, blankets, towels, tote bags, bowl cozies, bucket hats
38. **Thirty One Gifts**  
Bags, totes, thermals & organization solutions
39. **Larkne Family Travel**  
Travel products & escorted tours
40. **Tupperware**  
Kitchen & storage solutions
41. **AC Wood Decor**  
Welcome & seasonal indoor/outdoor wood cut outs
42. **MPG Creations**  
Sublimation tumblers & beaded pens
43. **The Joyful Pile**  
Handmade gifts, tumblers, stickers, t-shirts
44. **Greenscape Garden & Gifts**  
Wood flower decor and arrangements
45. **Mar's Knots**  
Variety of macrame plant hangers, macrame wall decor, and earrings
46. **Robin Miller Jewelry**  
Stretchy bracelets
47. **Sissy's Sensational Succulents**  
Faux succulents in vintage & new containers
48. **Melissa's Keepsake Journals**  
Junk journals
49. **If You Can't Wear It Walk On It**  
Loom Woven Rugs & misc.
50. **Hospice of Washington County**  
Quilt raffle fundraiser
51. **Forget the Knot Macrame**  
Handmade macrame
52. **Copper Bees in Nature**  
Copper wire trees made into rocks and wood
53. **Dave's Coffee Cakes**  
Coffee Cakes—variety of flavors available.
54. **BJM Creations/G.R.E.N.**  
Original print products/handmade felted puppets
55. **La Musique Designs**  
Mixed media products including cards, journals, wall decor
- 56-57. **Ah Jeer**  
Dry food mixes
58. **EZCREATIVEDESIGNS**  
Crochet pulshies & household items
59. **Homemade in Iowa by Lori**  
Homemade wreaths, floral arrangements, wood signs, printed shirts
60. **ABC Design Company**  
Crochet items, cups, homemade items
61. **Breezy's & Bodangles**  
Little girl hair bows and handmade earrings
62. **Younique**  
Making & silkraie
- 63-65. **Robin's Art Nest**  
Arts/crafting/wrap, paintings
66. **Hanna Banana Designs/Megan Hines**  
Designs
- 66a-c. **Mana Luma's Barn**  
Women's & kids boutique, lotus drinks, & snowcones
67. **Arts & Inspirations**  
Jewelry
68. **Cedar View Farms**  
Wooden mosaics
69. **Silvercreek Creations**  
Indoor & outdoor wood signs, porch signs, door hangers & framed indoor signs
70. **Hollow Hill Designs**  
Metal yard art
71. **The Leasy Gallery**  
Tumblers, alcohol ink paintings, jewelry
72. **Resin's Resin**  
Resin earrings, keychains, coasters, jewelry boxes
73. **Girrin's Farm LLC**  
30+ flavors of jams, jellies, fruit butters, etc. pickled vegetables
- 74-75. **Studio 41**  
Military flags, American flags, yard art, spinners
- 76-77. **Shwag Nation**  
Handmade caps...shawgs, crocheted purses, totes & fashion accessories, wooden toy & model trains, planes, trucks.
78. **Roots N Boots Design**  
Handmade crafts (keychains, Signs, Cups, Shirts, Coozies, Bags)
79. **Sara's Laser Crafts**  
Laser engraving canvases & wood items
80. **Lisa & Stey's Crafts**  
Blooming Grove Boutique
81. **Earrings, tote bags, pet bandanas, shirts, onesies, decals, keychains, magnets**
82. **J Novomy Designs**  
Unique one-of-a-kind silk floral designs
83. **Wild Cat Raw Honey**  
Honey
84. **RiverWillow Artisan**  
Handcrafted jewelry
- 85-88. **Grandma's cozy Coats**  
Handmade children's car seat ponchos, dog coats, small children hats, towel blankets, & bo bo bags
- 87-88. **Designs By Dorcas**  
Wood blocks & barn quilts
- 88b. **Balloon Ham Luas**
89. **Seamsty**  
Fill your life with fragrance
90. **NHTea Towels**  
Tea towels
91. **Rose Ranch Apothecary**  
Hand crafted salves, balm, butters, teas & linctures
92. **The Flirty Chicken**  
Garden art, bird houses, upcycled clothing, decorations, & accessories
93. **Black Sheep Station**
94. **Soft Seats Candle Shop**
95. **Soy candles, wax tarts and goats milk lotion**
96. **River Bottom Hill Co.**  
Tree of life jewelry & wire sculpture
96. **Mystic Creations**  
Glycine soaps & bath products
97. **Stone Fire Studio**  
Ceramics
98. **6M Farms- Madson's Goat Milk Soap and Alpacas**  
Goat milk soap & bath bombs, hand knitted & sewn crafts, natural lotion, & alpaca fiber products
99. **Bowers Designs:**  
Crafts
100. **Crazy Creations by Jenna**  
Decor
101. **PaperPie, formerly USborne Books**  
Quality kid's books
102. **Ganny's Designs**  
Handmade Home Decor
103. **Scarlett Lens Sparkle Shop**  
Gitter epoxy & sublimation tumblers, mugs, glitter resin earrings & keychains, trinket dishes, ornaments & shirts
- 103a. **Judy's Kitchen**  
Hand stitched kitchen towels
104. **Preppin' Mama**  
Freeze dried candies & foods, gourmet cookies
105. **Plain Sight Woodworking**  
Unique custom wood products
106. **5 Star Emu LTD**  
Lotion & soap with emu oil
- 106b. **Susan Melchers**  
Farmed puzzles, batholders, jelly & jam, & more
107. **Bloomin' Hrs**  
Baby & children's clothing & accessories
108. **Tim Raver Raven**  
Resin art, crystal tumblers & carvings, terrariums, holiday decor, jewelry, & accessories
109. **Beaded by Alexandra**  
Beaded sleeve pins for shirts
110. **English River Decoy Works**  
Wood carving & art
111. **Chalking with Jenna / Hiltop Harvest Pumpkins**  
Chalk painted crafts, pumpkins, gourds, and signs
112. **Tall Aunt Ladylike / Chloe's Creations**  
Crochet keychains, coasters, stuffies, decor, scrunchies, purses, & bags; resin keychains, necklaces, earrings, coasters, trinket trays
113. **Don of Recreation**  
Framed puzzles, baby blankets, wood & yarn crafts
114. **Jacob Brown**  
Wood signs, keychains, fall decor
115. **Ron Hall Stained Glass**  
Stained glass
116. **Ge's Signs & Designs**  
Wood signs, quotes, fall decor
117. **Ava Mia Boutique**  
Women & children boutique clothes, permanent jewelry, beaded items, car freshies, cups on the spot
- 118-119. **Heartland Favorites**  
Indoor plants with special displays, seasonal decorations, gift items (hand painted wood & ceramics)

Some changes may apply depending on late registrations and cancellations





# Monthly Case Report

10/01/2023 - 10/31/2023

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

**Group: Abated**

23518	10/5/2023	615 E TYLER ST	Tall grass & weeds	Emergency Abatement	10/9/2023	Anna Duwa	Abated

**Group Total: 1**

**Group: Closed**

23541	10/19/2023	601 E 2nd St.	Grass & weeds	Letter	10/27/2023	Anna Duwa	Closed
23537	10/10/2023	301 E 7TH ST	Tall weeds growing around home		10/16/2023	Anna Duwa	Closed
23535	10/10/2023	1608 N 5TH AVE	Furniture on property	Phone Call	10/18/2023	Jeff Duwa	Closed
23534	10/9/2023	633 W Madison St.	Boat in yard	Letter	10/20/2023	Anna Duwa	Closed
23527	10/6/2023	903 S 3RD AVE	Trailer on grass	Letter	10/13/2023	Jeff Duwa	Closed
23525	10/6/2023	408 E HARRISON ST	Furniture	Hanger	10/12/2023	Jeff Duwa	Closed
23524	10/6/2023	529 S D AVE	Grass and weeds	Letter	10/13/2023	Anna Duwa	Closed
23522	10/5/2023	611 S B AVE	Grass and weeds	Notice of Violation	10/27/2023	Anna Duwa	Closed
23521	10/5/2023	204 E 7TH ST	Neglected Property (Offensive smell, etc.)	Letter	10/19/2023	Jeff Duwa	Closed
23520	10/5/2023	601 E JEFFERSON ST	Grass & Weeds	Notice of Violation	10/27/2023	Jeff Duwa	Closed
23519	10/5/2023	609 E TYLER ST	Grass & Weeds	Letter	10/13/2023	Jeff Duwa	Closed
23516	10/3/2023	609 S MARION AVE	Grass & Weeds	Hanger	10/6/2023	Jeff Duwa	Closed
23515	10/3/2023	820 S 3RD AVE	Yard waste/Grass & Weeds	Letter	10/20/2023	Jeff Duwa	Closed
23514	10/3/2023	633 E JEFFERSON	Camper in grass/Weeds/Trash	Hanger	10/9/2023	Jeff Duwa	Closed

		ST					
23513	10/3/2023	515 W MADISON ST	Grass & Weeds	Letter	10/25/2023	Jeff Duwa	Closed
23512	10/3/2023	903 E 2ND ST	Appliances in front yard	Hanger	10/9/2023	Jeff Duwa	Closed
23511	10/3/2023	902 E 2ND ST	Furniture & appliances in front yard	Hanger	10/9/2023	Jeff Duwa	Closed
23509	10/3/2023	215 E 15TH ST	Grass getting tall	Phone Call	10/16/2023	Jeff Duwa	Closed
23501	10/2/2023	401 E 15TH ST	Tall grass	Phone Call	10/9/2023	Anna Duwa	Closed

**Group Total: 19**

**Group: Open**

23553	10/31/2023	618 E 3RD ST	Grass and weeds	Letter	11/10/2023	Anna Duwa	Open
23552	10/31/2023	733 S 7TH AVE	Grass and weeds	Letter	11/10/2023	Anna Duwa	Open
23551	10/31/2023	727 S 7TH AVE	Vehicle in the yard	Letter	11/13/2023	Anna Duwa	Open
23550	10/24/2023	806 S D AVE	Trailer in grass	Letter	11/13/2023	Anna Duwa	Open
23549	10/24/2023	1421 E 3RD ST	Grass & weeds	Letter	11/10/2023	Anna Duwa	Open
23548	10/24/2023	1314 E WASHINGTON ST	Grass & weeds	Phone Call	11/6/2023	Anna Duwa	Open
23547	10/24/2023	914 E 3RD ST	Grass & weeds	Letter	11/10/2023	Anna Duwa	Open
23546	10/24/2023	903 E 3RD ST	Grass & weeds	Letter	11/10/2023	Anna Duwa	Open
23545	10/24/2023	409 E 3rd St	Grass & weeds	Letter	11/10/2023	Anna Duwa	Open
23544	10/24/2023	323 E 3RD ST	Grass & weeds	Letter	11/10/2023	Anna Duwa	Open
23543	10/19/2023	902 S IOWA AVE	Boat on grass	Letter	10/31/2023	Anna Duwa	Open
23542	10/19/2023	608 E 2nd St	Grass & weeds	Phone Call	11/6/2023	Anna Duwa	Open
23540	10/16/2023	609 S MARION AVE	Grass & weeds around house and camper	Letter	11/10/2023	Anna Duwa	Open
23539	10/16/2023	1 Orchard Cir	Camper, boat, and trailer all on grass	Letter	10/31/2023	Anna Duwa	Open
23538	10/31/2023	602 S 3rd Ave	Camper impeding sidewalk	Letter	11/10/2023	Anna Duwa	Open
23536	10/10/2023	802 W MONROE ST	Boat in yard	Notice of Violation	11/13/2023	Anna Duwa	Open
23533	10/9/2023	633 W Jefferson St.	Vehicle in yard (unlicensed)	Letter	10/31/2023	Anna Duwa	Open



23532	10/9/2023	1005 W MADISON ST	Vehicle in yard	Notice of Violation	11/13/2023	Anna Duwa	Open
23531	10/6/2023	325 E MADISON ST	Yard waste	Notice of Violation	11/8/2023	Jeff Duwa	Open
23530	10/6/2023	1007 E MADISON ST	Junk/furniture around house	Notice of Violation	11/10/2023	Jeff Duwa	Open
23529	10/6/2023	1033 W MONROE ST	Trash, junk, furniture, etc. in back yard	Letter	11/8/2023	Jeff Duwa	Open
23528	10/6/2023	803 S 3RD AVE	Junk vehicles	Letter	10/31/2023	Jeff Duwa	Open
23526	10/6/2023	901 S B AVE	Junk vehicle	Letter	10/31/2023	Jeff Duwa	Open
23523	10/6/2023	620 S IOWA AVE	Grass and weeds	Notice to Abate	11/13/2023	Anna Duwa	Open
23517	10/3/2023	615 S MARION AVE	Grass & Weeds	Notice to Abate	11/13/2023	Jeff Duwa	Open
23510	10/3/2023	508 E 15TH ST	Trash/Furniture in front yard	Notice of Violation	11/13/2023	Jeff Duwa	Open

**Group Total: 26**

--	--	--	--	--	--	--	--

**Total Records: 46**

**11/2/2023**

**CITY OF WASHINGTON, IOWA**  
**CLAIMS REPORT**  
November 7, 2023

<b>POLICE</b>	ACE-N-MORE	STORAGE CABINETS, SUPPLIES	366.90	
	ALLIANT ENERGY	ALLIANT ENERGY	627.24	
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	39.05	
	ARNOLD MOTOR SUPPLY	VEHICLE MAINTENANCE	164.20	
	BDH TECHNOLOGY LLC	IT CONTRACT	1,490.00	
	EMBLEM ENTERPRISES	UNIFORM SUPPLIES	185.96	
	FRAISE, DEVIN	MILEAGE REIMBURSEMENT	476.84	
	IGRAPHIX, INC	DOOR HANGERS	332.00	
	INTOXIMETERS INC	2 PBTS NEW	904.00	
	KCTC	PHONE & INTERNET	249.36	
	KIWANIS WASHINGTON AMer's	DUES - LESTER	76.50	
	MARCO, INC.	COPIER PRINTER LEASE	442.31	
	MIDWEST ALARM	FIRE ALARM MONITORING	342.63	
	MOORE'S BP AMOCO, INC.	TOWING & IMPOUND	270.00	
	RANGEMASTERS TRAINING CENTER	HAND CUFFS, UNIFORM SUPPLIES, ID PANELS	141.09	
	SIRCHIE	EVIDENCE SUPPLIES	234.96	
	VISA-TCM BANK, N.A.	FUEL & MEALS, SUPPLIES	910.93	
	WASH CO TREASURER	VEHICLE REGISTRATION STOPS	25.00	
	WASHINGTON LUMBER	SUPPLIES	71.18	
	WORKFORCE SOLUTIONS	CONFERENCE	225.00	
		<b>TOTAL:</b>	<b>7,575.15</b>	
	<b>FIRE</b>	ACE-N-MORE	SUPPLIES	62.56
		ALLIANT ENERGY	ALLIANT ENERGY	1,411.29
		ARNOLD MOTOR SUPPLY	VEHICLE MAINTENANCE	56.52
		GALLS LLC	SHIRTS	133.58
		KCTC	PHONE & INTERNET	205.85
		MIDWEST ALARM	FIRE ALARM MONITORING	342.63
PRO-HYDRO TESTING		HYDRO TESTING CYLINDERS	234.00	
SITLER'S SUPPLIES INC.		BATTERIES	81.10	
SUMMIT FIRE PROTECTION		ANNUAL INSPECTION	261.00	
TOYNE INC		REPAIR PARTS	475.73	
VISA-TCM BANK, N.A.		OFFICE SUPPLIES	56.18	
		<b>TOTAL:</b>	<b>3,320.44</b>	
<b>EMS</b>		BOUND TREE MEDICAL, LLC	GLOVES & MASKS	285.77
			<b>TOTAL:</b>	<b>285.77</b>
<b>ANIMAL CONTROL</b>	AMAZON CAPITAL SERVICES	DOG POUND HOSE REAL	185.99	
		<b>TOTAL:</b>	<b>185.99</b>	
<b>DEVELOPMENT SERVICES</b>	ALTORFER INC	JACKET	46.95	
	AMAZON CAPITAL SERVICES	BINDERS	46.99	
	ARNOLD MOTOR SUPPLY	PART	5.02	
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	136.75	
	FARRIER, KELLY	LAWN AND TREE ABATEMENTS	469.60	
		<b>TOTAL:</b>	<b>705.31</b>	
<b>LIBRARY</b>	AMAZON CAPITAL SERVICES	DVD'S, LIBRARY MATERIALS	-73.08	
	BAKER & TAYLOR	LIBRARY MATERIALS	613.61	
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	148.80	
	CINTAS CORP LOC. 342	MAT SERVICE	84.57	
	GFS LEASING - WI	PRINTER LEASE	237.07	
	KCII	PROGRAM PROMOTION	204.30	
	VALENTINE, TAMMY	HOMEBOUND MILEAGE REIMB	11.14	
	VISA-TCM BANK, N.A.	SUBSCRIPTION, POSTAGE, PROGRAM	377.68	
		<b>TOTAL:</b>	<b>1,604.09</b>	
	<b>PARKS</b>	ACE-N-MORE	GROUNDS SUPPLIES, SUPPLIES	216.36



	AERO RENTAL	AERATOR	1,100.00
	ALLIANT ENERGY	ALLIANT ENERGY	1,378.01
	ARNOLD MOTOR SUPPLY	STARTER, OIL	205.74
	BLUE MOON SATELLITES, LLC	PORTABLE TOILETS	288.00
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	90.00
	ELECTRICAL ENGINEERING & EQUIPMENT C	LIGHT CONTROL	58.60
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	40.00
	KCTC	PHONE & INTERNET	340.21
	WASHINGTON LUMBER	SUPPLIES	87.06
		<b>TOTAL:</b>	<b>3,803.98</b>
<b>POOL</b>	ACCO	POOL ROPES & LANE MARKERS	709.92
	ALLIANT ENERGY	ALLIANT ENERGY	106.12
	ARNOLD MOTOR SUPPLY	POOL ANTIFREEZE RV	56.94
	KCTC	PHONE & INTERNET	15.95
		<b>TOTAL:</b>	<b>888.93</b>
<b>CEMETERY</b>	ALLIANT ENERGY	ALLIANT ENERGY	172.48
	ARNOLD MOTOR SUPPLY	WELDER TIP, REPAIRS	23.97
	KCTC	PHONE & INTERNET	120.28
	LOWRY EQUIPMENT	DECK REPAIRS	54.11
	MENARDS	BLADES AND SEALANT	59.69
	MID-AM RES. CHEMICAL CORP	DRIVEWAY SEALER	398.87
	SAFETY MAX	GLOVES FOR WEED TRIMMING	120.81
	VISA-TCM BANK, N.A.	WEB MAINT, SOFTWARE, JACK STANDS,GLOVES	355.68
	WASHINGTON LUMBER	SUPPLIES	29.37
		<b>TOTAL:</b>	<b>1,335.26</b>
<b>FINANCIAL ADMINISTRATION</b>	ACCESS SYSTEMS LEASING	COPIER LEASE	406.22
	ALBERT, KIRK	MILEAGE REIMBURSEMENT	102.18
	ALLIANT ENERGY	ALLIANT ENERGY	1,097.67
	ARCHER APPLIANCE	REFRIGERATOR FILTER	59.99
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	91.00
	GOOGLE LLC	EMAIL SUBSCRIPTION	396.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE, SOFTWARE SUBSCR	1,745.00
	KCII	ADVERTISING	854.50
	KCTC	PHONE & INTERNET	1,164.51
	KIWANIS WASHINGTON AMer's	DUES-MCCUSKER	76.50
	MIDWEST ALARM	FIRE ALARM MONITORING	342.62
	SIMMERING-CORY, INC.	OCTOBER SUPPLEMENT	695.00
	STOREY KENWORTHY/MATT PARROTT	PAYABLE CHECKS	606.04
	VISA-TCM BANK, N.A.	WEBSITE MAINT, SOFTWARE, ZOOM, SUPPLIES	332.63
	WASH COUNTY MINIBUS	LOST- NOVEMBER 2023	22,998.34
	WMPF GROUP LLC	LEGAL ADVERTISING, ADVERTISING	1,297.72
		<b>TOTAL:</b>	<b>32,265.92</b>
<b>AIRPORT</b>	ALLIANT ENERGY	ALLIANT ENERGY	259.21
	CLOUDBURST 9	INTERNET	106.35
	VETTER'S INC-CULLIGAN WATER	WATER	21.98
	VISA-TCM BANK, N.A.	ZOOM FEES	17.11
	WEST LAWN CARE	MOWING AIRPORT	755.00
		<b>TOTAL:</b>	<b>1,159.65</b>
<b>ROAD USE</b>	ACE-N-MORE	SUPPLIES	245.17
	ARNOLD MOTOR SUPPLY	PARTS, SUPPLIES	296.21
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	90.00
	COBB OIL CO., INC-BP ONE TRIP	FUEL FOR 104	140.67
	COLEMAN CONSTRUCTION INC.	SERVICE	1,045.00
	IDEAL READY MIX	W WASH ST	712.00
	RIVER PRODUCTS	SAND AND STONE	665.27
	THOMPSON TRUCK AND TRAILER INC.	GUIDE ASSEMBLY	26.39
	VISA-TCM BANK, N.A.	SUBSCRIPTION	106.99
	WASHINGTON LUMBER	SUPPLIES	198.80
	ZARNOTH BRUSH WORKS	SWEEPER BROOM	548.00
		<b>TOTAL:</b>	<b>4,074.50</b>

STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	317.35
		<b>TOTAL:</b>	<b>317.35</b>
HOTEL/MOTEL TAX	FARM TO FILM FEST	SPONSORSHIP-2024	5,000.00
	VISA-TCM BANK, N.A.	WEBSITE MAINT, SOFTWARE	145.02
		<b>TOTAL:</b>	<b>5,145.02</b>
COMMUNITY & ECON - TIF	BRIARWOOD PARTNERS, LLC	TIF REBATE	21,662.52
		<b>TOTAL:</b>	<b>21,662.52</b>
FIRE - CAPITAL EQUIPMENT	KARL EMERGENCY VEHICLES	NEW TRUCK LIGHTS	5,440.77
		<b>TOTAL:</b>	<b>5,440.77</b>
INDUSTRIAL DEVELOPMENT	WEDG	WEDG SHARE-915 E TYLER, LOT 9 SALE, PAWS	7,698.88
		<b>TOTAL:</b>	<b>7,698.88</b>
CAPITAL PROJECTS -WELLNESS PK	KALONIAL LAWN CARE	SOD, WELLNESS PARK	945.00
	STOUT COMPANIES	GRASS SEED, STRAW ROLL	421.20
		<b>TOTAL:</b>	<b>1,366.20</b>
SIDEWALK REPAIR PROGRAM	BENNETT, TRUDY	SIDEWALK REPLACEMENT PROGRAM	192.00
	DIAZ, SAMUEL	SIDEWALK REPLACEMENT PROGRAM	256.00
	JAEGER, SARA	SIDEWALK REPLACEMENT PROGRAM	320.00
	YODER, ROBERT	SIDEWALK REPLACEMENT PROGRAM	64.00
		<b>TOTAL:</b>	<b>832.00</b>
TREE COMMITTEE	MARSHALL, JOHN	TREE REIMBURSMENT	387.00
	MCCONNELL, MARDE	SUPPLIES REIMBURSEMENT	43.29
		<b>TOTAL:</b>	<b>430.29</b>
K-9 PROGRAM	ACE-N-MORE	DOG FOOD	44.99
		<b>TOTAL:</b>	<b>44.99</b>
PARK GIFT	WASHINGTON AREA SOCCER PROGRAM	SCOREBOARD SOCCER FIELD	1,602.52
		<b>TOTAL:</b>	<b>1,602.52</b>
LIBRARY GIFT	VISA-TCM BANK, N.A.	SUBSCRIPTION, POSTAGE, PROGRAMMING	381.28
	BAKER & TAYLOR	LIBRARY MATERIALS	609.48
	OVERDRIVE, INC.	DIGITAL MATERIALS	1,249.54
	HENDERSON, DANIEL	AUTHOR FEST	100.00
		<b>TOTAL:</b>	<b>2,340.30</b>
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	4,755.59
	CONKLIN, DANA	MILEAGE REIMBURSMENT	29.48
	DEPOSIT REFUNDS	DEPOSIT REFUNDS	461.63
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	140.00
	KCTC	PHONE & INTERNET	158.67
	POSTMASTER	BULK MAILING WATER BILLING	1,165.14
	STATE HYGIENIC LAB	TESTING	434.00
	VISA-TCM BANK, N.A.	DNR FEES	151.70
	WASHINGTON DISCOUNT TIRE	TIRES	647.52
	WATER SOLUTIONS UNLIMITED	CHEMICALS	7,743.36
		<b>TOTAL:</b>	<b>15,687.09</b>
WATER DISTRIBUTION	ACE-N-MORE	PPE FOR NEW HIRES, SUPPLIES, GLOVES, KNIVES	755.94
	ALLIANT ENERGY	ALLIANT ENERGY	54.74
	ARNOLD MOTOR SUPPLY	BACKHOE MAINTENANCE, SUPPLIES	252.02
	BUSINESS RADIO SALES INC	RADIO FOR NEW TONER	133.56
	CARSON PLUMBING & HEATING SRVS INC	WATER PARTS	29.80
	CHEMSEARCH FE	SUPPLIES	125.61
	CORE & MAIN LP	SUPPLIES	14,303.25
	DOUDS STONE LLC	ROADSTONE	485.59
	HAWKEYE FIRE & SAFETY	EXTINGUISER SERVICE	100.40
	IOWA ONE CALL	SERVICE	104.40

	KCTC	PHONE & INTERNET	129.31
	MUNICIPAL SUPPLY INC	PARTS AND SUPPLIES	900.10
	SCHIMBERG CO.	WATER PARTS	7,307.07
	SINCLAIR TRACTOR	BRUSH MOWER	2,600.00
	THOMPSON TRUCK AND TRAILER INC.	DEF FLUID	141.00
	VISA-TCM BANK, N.A.	CEU CLASSES	1,685.00
		<b>TOTAL:</b>	<b>29,107.79</b>
<b>SEWER PLANT</b>			
	ACE-N-MORE	SUPPLIES	47.33
	ALLIANT ENERGY	ALLIANT ENERGY	13,161.71
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	95.90
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	45.00
	EUROFINS ENVIRONMENT TESTING NC	CERTIFIED TESTING	2,110.14
	HAWKEYE FIRE & SAFETY	EXTINGUISHER SERVICE	70.00
	KCTC	PHONE & INTERNET	197.67
	MID-AM RES. CHEMICAL CORP	ENZYMES AND CLEANER	520.13
	STATE HYGIENIC LAB	SLUDGE RESTING	206.50
	UNITED LABORATORIES	OIL & GRIPPERS	728.98
	USA BLUEBOOK	FLOAT SWITCHES	1,073.66
	VISA-TCM BANK, N.A.	SUPPLIES	134.64
		<b>TOTAL:</b>	<b>18,391.66</b>
<b>SEWER COLLECTION</b>			
	APPLIED INDUSTRIAL TECHNOLOGIES	SUPPLIES	61.74
	ARNOLD MOTOR SUPPLY	PARTS & SUPPLIES	113.20
	COVE EQUIPMENT	BLUE TRACTOR PARTS	1,440.05
	HI-LINE INC	SUPPLIES	147.56
	KCTC	PHONE & INTERNET	129.31
	MID-AM RES. CHEMICAL CORP	CLEANING CHEMICALS	886.42
	MID-IOWA SOLID WASTE EQUIPMENT	NITROGEN FOR SR CAMERA	277.05
	MIDWEST WHEEL	BRAKES	256.26
	MILLER & SONS LTD	SEWER CAMERA	330.00
	RIVER PRODUCTS	SAND	99.20
	THOMPSON TRUCK AND TRAILER INC.	BELT	12.01
	WASHINGTON DISCOUNT TIRE	TIRES	154.66
		<b>TOTAL:</b>	<b>3,907.46</b>
<b>SANITATION</b>			
	JOHNSON COUNTY REFUSE INC	REFUSE AND RECYCLING	47,744.74
	MIDWEST COMPUTER BROKERS	E-WASTE DISPOSAL	519.90
	WASH CO HUMANE SOCIETY	OCTOBER COLLECTIONS	326.00
	WEIKERT IRON & METAL	APPLIANCES - FALL CLEANUP	265.00
		<b>TOTAL:</b>	<b>48,855.64</b>
<b>CLERK, TREAS &amp; FINANCE</b>			
	UNITED STATES TREASURY	PCORI FEE	138.00
		<b>TOTAL:</b>	<b>138.00</b>
		<b>GRAND TOTAL</b>	<b>220,173.47</b>

Memo: Traffic light upgrades

Date: 10/25/23

Dept: Water Treatment and Traffic Lights

To: Council and Administration,

We have budgeted and planned for upgrading one traffic light intersection per year. We have already upgraded the intersection of E Washington/S 2<sup>nd</sup>, the upgrade at E Washington/S 2<sup>nd</sup> went well. We have had no issues or complaints since the upgrade. Essentially, what we are doing is eliminating the traffic loops in the street to a camera censor application. This is the more modern technology and has multiple benefits. The major benefit of this upgrade is not having loops in the street. The loops in the street need continuous maintenance. The loops deteriorate from traffic driving over them and the elements of weather. Snow plowing and salt are particularly hard on the traffic loops in the streets.

The other part of the upgrade needed is battery back up at each intersection. This allows the traffic lights to continue to work during power outages. We currently have battery back up at the Wal-Mart traffic lights. This is a major safety concern. Once the battery backup is installed the only maintenance will be changing the batteries every 5-7 years.

Our traffic light company, Traffic and Transportation Products Limited (TATPL) and I have determined the next intersection for the upgrade would be S 4<sup>th</sup>/ E Washington. We have worked with TATPL for my entire time with the city and well before that. They have been there for us on any and all things related to traffic lights. We have a great relationship with TATPL, they have been great to work with and frankly, we are lucky to have them. This intersection has the most need for new loops, so it only makes sense for it to be next on the list for the upgrades. It's also a priority because of the 3 schools that are on 4<sup>th</sup> Ave. Attached is the cost of the upgrades.

It is my recommendation to move forward with the upgrading of one intersection every year. I ask the council's approval to continue the traffic light upgrades as planned. If you have any questions or concerns, please don't hesitate to reach out to me.

Thanks,

Kyle Wellington

Water Treatment and Light Superintendent





**TRAFFIC AND  
TRANSPORTATION  
PRODUCTS, LIMITED (TATPL)**

DATE: October 6, 2023

23107 ROUTE 2 AND 92  
PORT BYRON, ILLINOIS 61275  
[www.tatpl-traffic.com](http://www.tatpl-traffic.com)  
PHONE: (309) 523-3425  
FAX: (309) 523-3317

TO: City of Washington  
Attn: Kyle Wellington  
215 E. Washington St.  
Washington, IA 52353

SUBJECT:  
QUOTATION.  
SINGLE CAMERA VIDEO DETECTION SYSTEM  
FOR WASHINGTON IOWA INTERSECTIONS.  
TRAFFIC SIGNAL EQUIPMENT.  
WASHINGTON, IOWA.

DELIVERY A.R.O.: SEE NOTES.  
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.  
QUOTATION FIRM 30 CALENDAR DAYS.  
NO SALES TAXES INCLUDED.  
TERMS: NET 30 DAYS; WITH PRIOR  
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1).  
IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE #	QTY.	DESCRIPTION	UNIT	EXTENDED
1		LUMP SUM VIDEO DETECTION UPGRADE, PRICING INCLUDES ANY CABINET MODIFICATIONS, CAMERA MOUNTING HARDWARE AND ETHERNET WIRE, BUT DOES NOT INCLUDE INSTALLATION OF SINGLE CAMERA ON POLE OR PULLING OF ETHERNET CABLE FROM CABINET TO POLE LOCATION. (1 - SINGLE SMARTVIEW 360 CAMERA FOR STOPBAR) THIS PRODUCT WILL REPLACE ALL IN STREET VEHICLE DETECTION AND WILL ALSO DETECT BIKE TRAFFC AND PEDESTRIAN TRAFFIC.	\$22,956.00	\$22,956.00

**(PLEASE READ ALL NOTES CAREFULLY.)**

NOTES:

1. DELIVERY IS 30 TO 60 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 60 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED. **IMPORTANT NOTICE** - DUE TO THE SITUATION WITH THE COVID-19 VIRUS, THIS DELIVERY INFORMATION IS SUBJECT TO CHANGE BASED ON OUR ABILITY TO OBTAIN MATERIAL.
2. THE **CONTRACTOR IS RESPONSIBLE** FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
3. THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
4. TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.
5. PROPOSED CAMERA SYSTEM ALLOWS EITHER THE MANUFACTURER OR TATPL TO LOG IN TO SYSTEM THROUGH A CELLULAR INTERFACE TO SETUP OR CONFIGURE SYSTEM.
6. CITY WILL BE REQUIRED TO PULL NETWORK CABLE FROM TRAFFIC CABINET TO TRAFFIC POLE/UP TO CAMERA, MOUNT CAMERA WITH SUPPLIED TUBE AND CLAMP KITS AND TRAFFIC CONTROL IF NECESSARY. TATPL WILL INSTALL CABINET EQUIPMENT AND CONFIGURE SYSTEM.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL IMMEDIATELY FOR CLARIFICATION.

SIGNED: *James R. Conner*  
JAMES R. CONNER



**TRAFFIC AND  
TRANSPORTATION  
PRODUCTS, LIMITED (TATPL)**

DATE: October 6, 2023

23107 ROUTE 2 AND 92  
PORT BYRON, ILLINOIS 61275  
[www.tatpl-traffic.com](http://www.tatpl-traffic.com)  
PHONE: (309) 523-3425  
FAX: (309) 523-3317

TO: City of Washington  
Attn: Kyle Wellington  
215 E. Washington St.  
Washington, IA 52353

SUBJECT:  
QUOTATION.  
BATTERY BACKUP SYSTEM FOR  
WASHINGTON IOWA INTERSECTIONS.  
TRAFFIC SIGNAL EQUIPMENT.  
WASHINGTON, IOWA.

DELIVERY A.R.O.: SEE NOTES.  
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.  
QUOTATION FIRM 30 CALENDAR DAYS.  
NO SALES TAXES INCLUDED.  
TERMS: NET 30 DAYS; WITH PRIOR  
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1).  
IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE #	QTY.	DESCRIPTION	UNIT	EXTENDED
1		LUMP SUM BATTERY BACKUP UPGRADE, PRICING INCLUDES ANY CABINET MODIFICATIONS, MOUNTING HARDWARE, BATTERIES AND EXTERNAL CABINET. REQUIRES ASSISTANCE FROM THE CITY OR A CONTRACTOR HIRED BY THE CITY FOR INSTALLATION OF CABINET ON POLE. BATTERY BACKUP SYSTEM WILL OPERATE A MINIMUM OF FIVE HOURS. IF MORE HOURS ARE REQUIRED LARGER BATTERIES MAY BE USED (APPROX. \$500 EXTRA).	\$8,000.00	\$8,000.00

**(PLEASE READ ALL NOTES CAREFULLY.)**

NOTES:

1. DELIVERY IS 30 TO 60 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 60 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED. **IMPORTANT NOTICE** - DUE TO THE SITUATION WITH THE COVID-19 VIRUS, THIS DELIVERY INFORMATION IS SUBJECT TO CHANGE BASED ON OUR ABILITY TO OBTAIN MATERIAL.
2. THE **CONTRACTOR IS RESPONSIBLE** FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
3. THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
4. TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.
5. PROPOSED UPS SYSTEM ALLOWS FOR APPROX. 5 HOURS OF BATTERY TIME. OPTIONS AVAIABLE FOR LONGER RUN TIME IF NECESSARY.
6. CITY WILL BE REQUIRED TO ASSIST IN MOUNTING OF EXTERNAL CABINET. TATPL WILL INSTALL CABINET EQUIPMENT AND CONFIGURE/TEST SYSTEM.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL IMMEDIATELY FOR CLARIFICATION.

SIGNED: *James R. Conner*

JAMES R. CONNER

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



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

---

---

WWTP MEMORANDUM

---

---

TO: CITY COUNCIL, MAYOR, AND CITY ADMINISTRATOR

FROM: JASON WHISLER WASTEWATER SUPERINTENDENT

SUBJECT: WWTP GRIT PUMP

DATE: THURSDAY NOVEMBER 2<sup>ND</sup>, 2023

WE HAVE HAD TROUBLE WITH THE GRIT PUMP FOR THE LAST YEAR. WE HAVE TRIED TO ADJUST AND KEEP IT WORKING BUT AFTER 12 YEARS OF PUMPING ABRASIVE MATERIALS IT HAS WORN A HOLE IN THE CASTING OF THE PUMP AND HAS TROUBLE PRIMING ITSELF AND HOLDING PRIME. I'M ASKING FOR APPROVAL FOR THE REPLACEMENT OF \$8,185.10 PLUS FREIGHT MONEY AVAILABLE FOR IN ACCOUNT 610-6-8015-6599.

IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION, PLEASE LET ME KNOW.

THANK YOU

JASON WHISLER





**D.J. GONGOL & ASSOCIATES, INC.**  
PO Box 180 • CUMMING, IA 50061-0180 (US MAIL ONLY)  
4328 NORTH DAWSON • CUMMING, IA 50061 (UPS/FEDEX ONLY)  
515-223-4144 • 515-981-0581 FAX  
PUMPSTOREUSA.COM

VERNE GONGOL  
BRIAN GONGOL  
BILL GONGOL

To: City of Washington, Iowa  
1065 W Buchanan St  
Washington, IA 52353

December 20, 2022

Attn: Jason Whisler <[jwhisler@washingtونيowa.gov](mailto:jwhisler@washingtونيowa.gov)>  
(319) 653-2638 office  
(319) 461-0865 cell

Re: Gorman Rupp T4A71S-B /F  
Replacement for pump serial number: 1494288N

Ref: DJG-20636

Dear Jason:

On the terms and conditions named herein, we are pleased to quote as follows:

---

**(qty. 1) Gorman-Rupp T4A71S-B /F Pump                      \$8,173.00 plus freight**

- 4" flanged suction and discharge
- gray iron casing
- hardened impeller, wear plate, and seal plate
- quoted with standard factory paint (stock units may be either blue or white)
- freight, startup, motors, base, controls, belts, sheaves, air-release valves, and other accessories are not included

**(qty. 2) Gorman-Rupp 25113-034 Gaskets (4")              \$6.05 each**

FOB Mansfield, OH with freight to be prepaid and added to your invoice.  
Payment: Net 15

**Total for the above: \$8,185.10 plus freight**

---

**No startup services:** Startup services are not included in this quotation. Please consult our office for a separate quotation on startup services if required.

If favored with your order, please issue it, along with a signed copy of the attached terms and conditions, to:





**D.J. GONGOL & ASSOCIATES, INC.**

PO Box 180 • CUMMING, IA 50061-0180 (US MAIL ONLY)  
4328 NORTH DAWSON • CUMMING, IA 50061 (UPS/FEDEX ONLY)  
515-223-4144 • 515-981-0581 FAX  
PUMPSTOREUSA.COM

VERNE GONGOL  
BRIAN GONGOL  
BILL GONGOL

**TERMS AND CONDITIONS**

1. Terms are Net 15 days from date of shipment, subject to approval of continued credit status. These terms are independent of, and are not contingent upon, the time or manner in which purchaser may receive payment from others. Late charges of 1 - 1/2% per month shall be imposed on previous balance of monthly billing statement.
2. Partial payments shall be made for partial shipments.
3. Equipment and/or materials offered on this proposal carry the manufacturer's standard warranty unless noted in the proposal. No other warranties or guarantees are expressed or implied. All standard terms of sale of the respective manufacturers apply to this transaction.
4. Unless specifically detailed in this proposal, startup services or supervision are not included. They are available for an additional charge.
5. Cancellation of equipment offered on this proposal will only be accepted on terms that will protect the interests of the seller and shall result in cancellation charges that include all costs incurred plus anticipated profit.
6. Title to materials specified herein, and to any and all additions and accessories thereto and substitutions therefore shall remain with seller until the purchase price is paid in full.
7. Delivery and scheduling information is our best estimate based upon experience and information from suppliers. Seller shall not be held responsible for delays or in any case for consequential damages resulting from delays beyond the schedule furnished.
8. Seller will accept no charges for loss, shortage, or damage in transit but will assist Purchaser in preparing claims against transportation companies if Purchaser will make note of apparent damage or shortage when signing freight receipts. All claims must be made within ten days after receipt of shipment.
9. Any Installation, Operation, & Maintenance manuals that will be furnished will be the manufacturer's STANDARD FORMAT. The number of manuals furnished will be detailed in the proposal. If it is not, please contact the remitter. Binders for the manuals or Custom Manuals will be furnished on a time and materials basis.
10. Any state and/or local taxes are not included and are the obligation of the purchaser.
11. Purchaser agrees that in the event of default in the payment of any amount due, to pay an additional charge equal to the cost of collection including agency and attorney fees and court costs incurred and permitted by laws governing these transactions.
12. We carry adequate amounts of the following insurance coverages: Automobile, Workman's Compensation and a very thorough Business Owners Policy which includes Property Damage and Liability. These coverages apply to all our business endeavors. We reserve the right to bill the customer if we are required to provide any special certificates of insurance other than any that were specifically included in our proposal

ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

SUBMITTED: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

D. J. Gongol & Associates, Inc.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

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

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

**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  
Carrie Ornduff- Asst Chief of EMS

---

## MEMO

To: Mayor & City Council  
CC: City Administrator  
From: Brendan DeLong, Fire Chief  
Date: 11/2/2023  
Re: Foam trailer purchase

Mayor & Council-

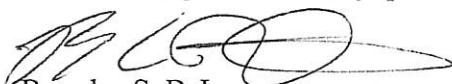
Per your directive, I am presenting you with a purchase request for a 2024 Foam Commander trailer built by Weis Fire & Safety.

This foam trailer will provide us with the capability to attack any sort of hazardous liquid fire allowing us to provide that immediate fire suppression attack. We will still have to utilize our HAZMAT team from Muscatine Fire, as they specialize in hazmat situations. This trailer will be useful at several facilities in our district, and county wide.

This trailer is built by Weis Fire & Safety out of Salina, Kansas. They are a well-known company, and local to the Midwest. This was a big factor in my decision, so if we have any issues with it, they are not far away. There was one other bid received on this project – and it was built in Canada, and not suited for our needs.

The total amount requested is \$72,015. This is well over my original estimate that I told you back at budget time. I truly feel that this trailer will meet our needs a lot better. If this trailer is approved – we will have it in about 4 months. This trailer will be housed in our new shed on the east side of the fire station. The foam for this trailer is already provided by IRE. We worked with them awhile ago to secure the foam, which IRE purchased. I would say that without the partnership of IRE throughout this – this project would not have been completed.

I appreciate your support and directive to provide us with this key piece of equipment. I will be at the meeting to answer any questions you have.

  
Brendan S. DeLong  
Fire Chief

**Weis Fire & Safety Equipment, LLC.**

111 E Pacific Ave  
Salina, KS 67401  
(785) 825-9527 Fax (785) 825-9538  
www.weisfiresafety.com



**WFE QUOTATION**

DATE	QUOTE #
7/17/2023	6444

Name / Address
Brendan DeLong Washington Fire Dept

ATTN:

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	FCXX-BASE UNIT	FOAM COMMANDER - 2 TOTE TRAILER AS PER THE ATTACHED SPECIFICATIONS	72,015.00	72,015.00

**Due to shortages of raw materials, volatility of the market and conditions out of our control, delivery times are estimated and could be extended. Price quotes are only good for two weeks. Freight costs provided are estimates only and are subject to change. Please call if you have any questions or want to confirm price quotes past two weeks.**

**Total**

\$72,015.00

Notwithstanding anything to the contrary in any terms governing the sale of Products or otherwise, Buyer agrees that (1) Seller's ability to supply Products may be impacted by the 2019 novel coronavirus (COVID-19) and resulting events and circumstances, and as a material condition of Seller's acceptance of the order, Buyer assumes such risk, (2) Seller is only obligated to use reasonable efforts to meet any requested delivery date, and shall not be liable for any failure to do so and (3) during any period when demand for Products exceeds Seller's supply or Seller is otherwise unable to supply ordered quantities (whether due to circumstances referenced above or otherwise), Seller may allocate any available Products or production resources on such basis as Seller deems fair and reasonable, including to contract customers and/or for internal uses.





**SPECIFICATIONS  
FOR  
Washington Fire  
Department**

**660 Gallon Two Foam Tote Attack Fire Trailer Specification's  
7/15/2023**



Two Tote Attack specs 7/15/23 Weis Fire and Safety



# **TABLE OF CONTENTS**

## **Section I - Trailer, Tank, and Compartments**

Paragraph A - Trailer Frame

Paragraph B - Foam Tote Deck

Paragraph C - Monitor Deck Area

Paragraph D – Compartments

## **Section II – Fire Attack Capability**

Paragraph A- Water Manifold

Paragraph B- Foam Manifold

Paragraph C- Monitor and Foam Nozzle

## **Section III - Accessories**

Paragraph A- Manuals

Paragraph B – Foam Transfer Pump

Paragraph C – Reflective Striping

## **Section IV – Painting and Reflective Markings**

Paragraph A - Painting

Paragraph B – Reflective Striping

## **Section V – Warranties**

## **Mobile Foam Attack Tote Trailer**

The following specifications are for a mobile foam resupply trailer with the capability of receiving two 265 or two 330 gallon standardized foam totes.

The trailer is intended to be towed by a support vehicle having an adequate combined gross vehicle weight rating. The trailer is designed to be towed to the scene of a fire and/or various types of spills for the purpose of fire suppression support. A one-person operation shall allow for the proportioning of foam to the fire at the scene of major incidents. The trailer is to remain attached to the tow vehicle any time the monitor is in use.

Product shall be completely brand new and of the best quality materials currently used in commercial practice for emergency vehicle fabrication. Materials that deteriorate when exposed to intermittent sunlight, extreme weather or operational conditions shall not be used or shall have a means of protection against such conditions that will not prevent compliance with performance standards. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or by exposure to heat or cold shall not be used.

Vendor shall demonstrate that the product offered for this bid is a proven type foam resupply trailer of a type that has been manufactured for (and successfully used by) other emergency services.

The foam resupply trailer offered shall comply with all applicable Motor Carrier Safety Regulations, as it pertains to municipal emergency firefighting, concerning size, weight, brakes, lights, load rating and balance. Conformance must meet FMVSS #108, FMVSS #115, FMVSS #120, and FMVSS #125 as stated in FCR title 49 in effect at time of delivery.

Weight shall be distributed as equally as practical over the axles and tires of the fully loaded vehicle. Fully loaded units that are unbalanced during stand alone operations or while being towed will not be accepted. Tires, wheels and axles shall be adequately sized for the load imposed by the in-service weight of the completed trailer.

Foam re-supply trailer must be constructed with lowest possible center of gravity when fully loaded with foam concentrate, tools and the appliances specified herein. Performance must be commensurate with smooth and safe highway and moderate off highway operation. Proper weight and balance configuration is essential.

### **I. TRAILER, TANK, AND COMPARTMENTS**

## **A. TRAILER FRAME**

GVWR – Gross vehicle weight rating shall not exceed 10,000 pounds when fully loaded and equipped.

Size – Overall size of completed trailer (less packaging) not to exceed (approx.) 228” long, 96” wide, 102” high when measured from the ground surface.

Frame Weldment – The main trailer platform, cross members and a-frame hitch shall be constructed from rectangular tube steel and entirely MIG welded for maximum strength and torsional stiffness. A rear bumper shall be provided to give the trailer adequate rear protection. Frame cross members shall be adequately spaced to support the load of the loaded totes. The A-Frame nose tubes shall under lap the main frame tubes for maximum strength in this area. The trailer frame shall be of an open concept to allow for easy washing and draining of all residual foam or wash water after use.

Lashing Points – There shall be (4) lashing points which shall allow the trailer to be safely lashed to the deck of a trailer or floor of a container, flatbed trailer or a ship should the trailer need to be moved other than towing it. These lash points shall be made from ¾” diameter solid steel and bent to form a “V”. There shall be 2 each side of the main trailer frame tubes positioned appropriately.

Axles- There shall be two axles, each with a rated capacity of 5,200 lbs. properly located under the trailer frame. Each wheel is to have individual functioning electric brake. Brakes shall have slack adjusters accessible from the back side of the backing plate. The bearings shall be sealed grease type. Hubs shall be cast type with pressed in wheel studs. The suspension shall meet or exceed the capacity of the axles and shall have slipper type springs. The main equalizer pivot point of the suspension shall have grease fittings.

Tires and Wheels – Each tire shall be ST235/85 rated at 3,000 lbs. @ 80 psi. to maintain the lowest center of gravity possible. The wheels are to be 16 x 6 rated for 3000 lbs. at 80 psi. and shall be matched to tires.

Fenders – Heavy duty custom fenders shall be provided. They shall be welded directly to the trailer main frame.

Draw bar - A 2-5/16 adjustable height ball hitch coupler shall be provided. Safety chains with slip hooks rated for 5,000 lbs. each shall be provided at the front of the trailer. A break away tether shall be provided to activate brakes should the trailer become uncoupled from the tow vehicle. A dry cell battery with a charger shall be provided on the A frame of the trailer to power this emergency circuit.

“A” Frame Stand - One heavy duty manual 5,000 pound drop leg stand to support the loaded trailer during stand alone trailer operations shall be provided.



“A” Frame Work Platform - A work platform shall be provided in the A frame of the trailer. The surface of the A-frame platform shall be embossed, non-slip aluminum diamond plate and shall support 500 lbs.

Rear Side Stabilizer Jacks - There shall be (2) manual 5000 lb. capacity drop leg jacks attached to the main trailer frame to stabilize the loaded trailer during monitor operations.

Trailer Electrical Plug – A round 7 pole RV style male connector shall be provided at the extreme front of the nose tube with at least a 30” cord extending beyond the front of the trailer. The main power cord shall terminate into a main sealed junction box located under the nose of the trailer. All wiring shall extend from this box as required. Wiring shall be heavy-duty all weather type insulated sized properly for all applied loads and protected from damage by foam concentrate overflow and normal use. All wiring to be GXL cross linked with color coded function imprint every 4”. All wiring shall be in protected loom or metal conduit.

Tail, Clearance and License Plate Lights – The trailer lighting shall comply with FMVSS section 108 of FCR 49. There shall be two combination stop-tail-turn lights at the rear of the trailer. There shall be individual clearance lights on brackets shall mark the corners and rear of the trailer as required. A license plate light and bracket shall be provided on the curbside fender.

Appropriate reflectors shall be provided per FMVSS-108.

Work Lights – Two LED lights shall be mounted front tote manifold area and on the front of the hose bed wall to illuminate the work areas. These lights shall be adjustable to also illuminate the pump area. The switch for these lights shall be on the A frame of the trailer. They shall be powered by the tow vehicle.

Mud Flaps – Black rubber mud flaps shall be provided on the back of the fenders.

Wheel Chocks - One set of wheel chocks and mounting brackets shall be provided. Brackets for the both wheel chocks shall be mounted to the front and rear face of the fender on the street side

Spare Tire – Mounted to Frame - One tire and wheel to match the other 4 tires and wheels shall be provided and mounted to the underside of the main deck at the rear.

## **B. FOAM TOTE MOUNTING PROVISIONS ON DECK**

The rearward deck of the trailer shall be configured to receive 2 standard IBC totes either 265 or 330 gallon. Three low friction, stainless steel runner strips shall be secured to the deck to allow the totes to be slid towards the front of the trailer when loading. Retaining devices shall be provided to adequately secure each tote during transportation. There shall be two tie-down straps provided for each tote. The two foam totes shall be loaded and unloaded from the rear.



All walking surfaces in the deck area shall be covered in embossed aluminum diamond plate.

### **C. DECK GUN AREA DECK**

An aluminum diamond plate deck shall be provided in the area of the monitor. Hand rails shall be provided on the sides and a portion of the front to create a safe working area while setting up and operating the monitor. Access to this deck area shall be from the front or the curbside of the trailer.

### **D. COMPARTMENTS**

Two compartments shall be provided. An enclosed compartment with two drop down doors shall be provided on top of each fender. The compartment shall be approximately 72" wide x 12" deep x 16" tall. Compartments shall be aluminum diamond plate. A compartment shall be mounted on the front of the trailer with 2 crosslays mounted on top of the compartment. The compartment and the crosslays shall be made from Diamond plate aluminum. The compartment shall have drop down doors on either side.

## **II – FIRE ATTACK CAPABILITY**

### **A. 4" Water Manifold**

A 4" cross mount manifold shall be provided at the front of the trailer and shall terminate in a 4" NST male connection. A 4" NST female a 5" Storz connection adapter shall be included on each end. The manifold shall be equipped with two single clappered siamese inlets with 2-1/2" NST female inlet connection each with a plug. The manifold shall be bolted to the frame of the trailer. Overall width of manifold shall not exceed 96"

The manifold shall two 3-1/2" liquid filled pressure gauge capable of 0-300 psi. The gauges shall mounted in the pipe below the 4" valve facing each side of the trailer. The gauges shall be protected from the foam nozzle hose.

Two 3/4" brass bleeder/drain valves shall be provided at the bottom of the manifold.

A 4" riser for a monitor shall be provided. A slow close 4" butterfly type valve with hand wheel control shall be provided to eliminate a water hammer condition when shutting down the flow of water to the monitor.

The manifold shall be painted red to match the trailer.

### **B. Foam Manifold**

A foam concentrate manifold shall be provided to allow the foam from both totes to supply foam to the self-educating foam nozzle. It shall be made from 1-1/2" and 2" stainless steel pipe fittings.

### **C. Foam monitor and nozzle:**

The monitor shall be capable of flowing 500 gpm and shall have a tiller type handle control and shall rotate 360 degrees. It shall be mounted to the 4" riser from the water manifold. A TFT 500-gpm, constant gallonage variable pattern self educting foam nozzle on the gun. The foam supply hose shall connect to the foam manifold. A 2" in line ball valve shall control the foam flow from the foam manifold.

The nozzle shall be supplied with an orifice for 0.5% and 1.0% foam concentrate metering.

## **III. Accessories**

Provide the following accessories for use with the foam resupply trailer:

### **A. Manuals/Instruction**

Technical manuals, parts manuals, and repair manuals for all installed equipment and accessories shall be provided with the trailer. They shall include all maintenance recommendations and full operational information for each function that the trailer is designed to perform.

### **B. Gas powered transfer pump**

One portable (1) 100 GPM gasoline engine driven, self-priming pump shall be provided. The pump is to have a recoil start and integral fuel tank. The pump shall have brackets to secure it to the A frame of the trailer on the deck. The pump base shall be fitted with four rubber isolator pads. The suction side of the pump shall be a 1-1/2" NST male connection with a cap. The discharge side of the pump shall have a 1-1/2" ball valve with a 1-1/2" NST male outlet connection. A cap shall be provided. Labels to identify the suction and discharge connections shall be provided.

### **C. Loose Equipment**

All loose equipment will be stored in the over fender compartments.

- 1.) Provide two suction stingers. One 18" for 5 gallon pails and one 42" for drums and totes. Connections to be 1-1/2" NSTF swivel.
- 2.) Provide a 42" fill sub-surface fill tube with 1-1/2" fill valve. Connection to be 1-1/2" NSTF swivel.
- 3.) Provide (3) 5 ft lengths of 1-1/2" clear suction hose with 1-1/2" NST couplings.

- 4.) A 1.5" male camlock x 1-1/2 NSTF swivel fitting adapter shall be provided to flush the manifold and tote hoses.
- 5.) 600' of 1.75" Key Double Jacket Big Ten hose will be supplied for the crosslays, customer specify color of hose at time of order.
- 6.) 2 TFT 1.5" G Force nozzles will be supplied, customer specify type at time of order.

#### **IV. PAINTING and Reflective Markings**

##### **A. Painting**

A proven urethane automotive paint system shall be used to prime and paint the foam resupply trailer frame. Prior to priming, the entire steel trailer frame weldment shall be sand blasted to remove all mill scale and oils. Then it is to be hand sanded and primed. Any areas of overlapping seams shall be caulked after priming and before finish top coat. The paint finish shall be of an automotive type quality.

The color is to be as follows: COLOR - Red.

##### **B. Reflective Striping**

A 2" – 6" red/white pattern conspicuity reflective stripe shall be applied to the sides and the rear of the trailer frame.

#### **V. Warranties**

All workmanship on the trailer shall carry a warranty of one year, and all major components such as pump, valves axles and running gear carry their own warranty as given by the respective manufacturers.



**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  
Carrie Ornduff- Asst Chief of EMS

---

## MEMO

To: Mayor & City Council  
CC: City Administrator  
From: Brendan DeLong, Fire Chief  
Date: 11/2/2023  
Re: Assistant Chief of EMS Change

Mayor & Council –

Our previous Asst Chief of EMS, Carrie Ornduff, has decided to resign from this position due to personal reasons and lack of availability. She has served this service since we started it in 2021 and has been instrumental in the success of Washington EMS. I have appreciated her knowledge, and wish her well on her future endeavors.

With that being said, I am excited to appoint our new Assistant Chief of EMS, Lacie Porter. Lacie was born and raised in Mead, Colorado, and later, moved to Iowa for nursing school. She graduated in 2015 as a registered nurse. She comes with plenty of experience working in the ER, ICU, and cardiac specialty care at levels 2 & 3 trauma care facilities. This past year she completed grad school and recently became a board-certified nurse practitioner. She holds certifications in ACLS, BLS, PALS, NIHSS and trauma nursing. She has been a member of Washington EMS since early 2023. Lacie is very excited to continue serving this community, and continuing the same level of care, that Washington EMS provides.

Since this position comes with a stipend, I am requesting approval of my appointment. Lacie has the experience, knowledge, and skills to serve in this capacity, and I look forward to working with her. I will plan to be at the meeting to answer any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "B. DeLong", with a long horizontal line extending to the right.

Brendan S. DeLong  
Fire Chief



**RESOLUTION NO. 2023- \_\_\_\_\_**

**A RESOLUTION NAMING AN ASSISTANT CHIEF OF  
EMERGENCY MEDICAL SERVICE**

WHEREAS, the City Council approved the amendment to Chapter 36 of the City Code of Ordinances creating an Emergency Medical Services unit with the Washington Fire Department by Resolution 2021-035 on May 4, 2021; and,

WHEREAS, in 2021, an Assistant Chief of the Emergency Medical Service, Carrie Ornduff, was appointed by Chief DeLong and approved by City Council; and,

WHEREAS, Assistant Chief, Ornduff has resigned, and Chief DeLong is requesting approval of the appointment of Lacie Porter as the new Assistant Chief of the Emergency Medical Service at the current stipend amount.

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

Section 1. The City Council hereby approves the appointment of Lacie Porter, as the Assistant Chief of Emergency Medical Services.

Section 2. The Assistant Chief of Emergency Medical Service is approved to receive the current stipend amount.

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

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

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

ATTEST:

\_\_\_\_\_  
Kelsey Brown, Deputy City Clerk

**RESOLUTION NO. 2023-\_\_\_\_\_**

**RESOLUTION APPROVING A REVISED  
MEMORANDUM OF UNDERSTANDING**

WHEREAS, THE State of Iowa established in Iowa Code, Section 8A.504 a procedure to collect against any claim owed to a qualified governmental agency by attaching the debt to any State repayments owed the person (the "Income Offset Program"), and further delineated this procedure in 1 1 Iowa Administrative Code (IAC) 40; and,

WHEREAS, the City of Washington has participated in this program since January 2013; and,

WHEREAS, changes have been made to the IAC that affect the program, including the name to State Setoff Program, that necessitates the approval of a revised Memorandum of Understanding (MOU) in order for the City continue to participate in the program.

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

Section 1. The City Council does hereby approve and authorize the Mayor and city staff to execute the attached Memorandum of Understanding with the Iowa Department of Revenue for the State Setoff Program, to allow for City participation in the State Setoff Program.

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

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

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

ATTEST:

\_\_\_\_\_  
Kelsey Brown, Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF REVENUE AND City of Washington REGARDING STATE SETOFF PROGRAM**

**ARTICLE I  
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [ City of Washington ] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II  
DEFINITIONS & AUTHORITY**

**2.1 Definitions.**

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
- 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
- 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.
- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.



**ARTICLE III  
PROGRAM PARAMETERS**

**3.1 Program Admission.**

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
  - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
  - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
  - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
  - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
  - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
  - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

**3.2 Prior to Submission of Debt.**

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

**3.3 Submission of Debt.**

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
  - 3.3.3.1 The Debt must be Qualifying Debt.



- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
  - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.

**3.4 Setoff Procedure.**

- 3.4.1 Debt will be setoff upon a TIN match.
- 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
- 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
  - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
- 3.4.4 **Setoff Fee.**
  - 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
  - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
  - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
- 3.4.5 **Upon Setoff.**
  - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
  - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

- 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

### **3.5 Following Setoff**

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

### **3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.**

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

### **3.7 Refunds**

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In



- such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

#### **ARTICLE IV CONFIDENTIALITY AND OWNERSHIP OF DATA**

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

#### **ARTICLE V DURATION AND TERMINATION**

- 5.1 **Duration.**
- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.
- 5.2 **Termination.**
- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

**5.2.2 Termination for Convenience.**

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

**5.2.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

**ARTICLE IV  
ADMINISTRATION**

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.



- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

<b>Iowa Department of Revenue</b>	
<b>Signature</b>	<b>Date</b>
<b>Name:</b>	
<b>Title:</b>	

[City of Washington] (“Participating Agency”)	
<b>Kelsey Brown</b>	Digitally signed by Kelsey Brown Date: 2023.10.16 08:48:36 -05'00'
<b>Signature</b>	<b>Date</b>
<b>Name:</b> Kelsey Brown	
<b>Title:</b> Finance Director	

## Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

<b>Operational Contact - Primary</b>	
<b>This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.</b>	
<b>Name:</b>	Deb Wagler
<b>Title</b>	Utility Billing Clerk
<b>Phone Number:</b>	319-653-6584
<b>E-mail Address:</b>	dwagler@washingtowiowa.gov

<b>Operational Contact - Secondary</b>	
<b>This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.</b>	
<b>Name:</b>	Kelsey Brown
<b>Title</b>	Finance Director
<b>Phone Number:</b>	319-653-6584
<b>E-mail Address:</b>	kbrown@washingtowiowa.gov

<b>Obligor Contact - Primary</b>	
<b>This is the primary contact for questions from Obligor.</b>	
<b>Name:</b>	Deb Wagler
<b>Title</b>	Utility Billing Clerk
<b>Phone Number:</b>	319-653-6584
<b>E-mail Address:</b>	dwagler@washingtowiowa.gov

<b>Obligor Contact - Secondary</b>	
<b>This is the backup contact for questions from Obligor.</b>	
<b>Name:</b>	Kelsey Brown
<b>Title</b>	Finance Director
<b>Phone Number:</b>	319-653-6584
<b>E-mail Address:</b>	kbrown@washingtowiowa.gov

<b>Agreement-Related Notices Should be Sent To:</b>	
<b>This is the contact who should receive legal notifications.</b>	
<b>Name:</b>	Kelsey Brown
<b>Title</b>	Finance Director
<b>Phone Number:</b>	319-653-6584
<b>E-mail Address:</b>	kbrown@washingtowiowa.gov
<b>Address:</b>	215 E. Washington Street
<b>City:</b>	Washington
<b>State:</b>	Iowa
<b>Zip Code:</b>	52353



## Appendix B

### Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN).  Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN)

		Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program  Format: MMDDYYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s.  Example: \$123.45 should be listed as 000000012345.  Must be \$50 or more for all qualifying debts owed to one public agency by one obligor.
Description of Debt (May be required)	500	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff.  Example: "Parking Ticket 00123-4"



### Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING A LEASE AGREEMENT WITH  
DE LAGE LANDEN FOR SIX IN-CAR COMPUTER SYSTEMS**

WHEREAS, Chief Lester budgeted to update six (6) of the in-car computer systems in the FY 24 budget; and,

WHEREAS, Chief Lester worked with BDH Technology on replacing six (6) of the tablets for the squad cars with new Getac rugged tablets; and,

WHEREAS, there is a lease option available for the six (6) tablets at \$577.88 per month for a three-year period for a total cost of \$18,511.99, which is \$25 less per month than the previous contract.

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

Section 1. The City council does hereby approve entering into the lease agreement for \$18,511.99 with De Lage Landen for six (6) in-car computer systems.

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

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

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

ATTEST:

\_\_\_\_\_  
Kelsey Brown, Deputy City Clerk



# Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

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

---

October 26, 2023

Rhonda Hill  
Administrative Assistant

Lyle Hansen  
Lieutenant

Shamus Altenhofen  
Lieutenant

Jason Chalupa  
Sergeant

Benjamin Altenhofen  
Sergeant

Brian VanWilligen  
Investigator

Eric Kephart  
K-9 Handler

Seth Adam  
Police Officer

Mia Brdecka  
Police Officer

Colton Schneider  
Police Officer

Devin Fraise  
Police Officer

To: City Council

Cc: Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director

Ref.: Mobile Data Terminals

We have worked with our IT provider, BDH Technology, for the replacement of our in-car computer systems. The quote is for six (6) new Getac rugged tablets, an updated model of our current systems.


As with the previous acquisition of our tablets, this is a lease purchase financing program, but this contract includes a \$1 purchase option at contract end. The tablets include a three-year bumper-to-bumper warranty, and the lease contract is also for a three-year period with a monthly payment amount estimated at \$577.88 which is about \$25 less per month than our previous contract. The mounting equipment we currently have will work with these tablets, so there will be no additional installation expenses.

This change was anticipated in our budget planning and the expense is included in our current budget.

The Getac tablets have served us well for the last four years. Technology is a critical component for today's law enforcement and it's important for officer productivity and efficiency to have up-to-date and reliable equipment.

I am requesting City Council permission to enter into the three (3) year Lease Purchase Financing Agreement with De Lage Landen (DLL) Finance LLC for this purchase.

Respectfully submitted,



Jim Lester  
Chief of Police





**De Lage Landen Public Finance LLC**

1111 Old Eagle School Road  
Wayne, PA 19087  
Tel: 610-386-5000  
Fax: 610-386-5840  
www.delagelanden.com

**Proposal for Tax Exempt Lease Purchase Financing**

**Date:** 10/17/2023  
**Customer:** Washington Police Department (City of Washington)

The following is a proposal for financing for the Washington Police Department (City of Washington) (“Customer”) regarding the equipment described herein (“Equipment”) by De Lage Landen Financial Services, dba De Lage Landen Public Finance LLC (“DLL”) for discussion purposes only. *This proposal is an indication of interest regarding a possible financing transaction on the general terms and conditions outlined herein and should not be construed as a commitment.*

**Basic Financing Structure**

- This is a finance/ownership contract. \$1.00 purchase option at contract end.
- Title to the equipment must be in the name of the Customer.
- Fixed interest rate for the term of the contract.
- Financing does not include service and maintenance.
- Cancellation for convenience or vendor non-performance is not permitted.
- Requires a distinct financing documentation package that supersedes all procurement and service agreements between the Customer and the Vendor.

**Equipment:** Please see BHD Technology Proposal

**Vendor:** BHD Technology

**Transaction Overview**

<b>Equipment Cost:</b>	<b>\$18,511.99</b>
<b>Term:</b>	<b>3 Years</b>
<b>Payment Mode:</b>	<b>Monthly/Arrears</b>
<b>Payment Amount:</b>	<b>\$577.88*</b>
<b>First Payment:</b>	<b>Net-30 after funding</b>
<b>Number of Payments:</b>	<b>36</b>

**INTEREST RATE LOCK\*:** The interest rate noted above is provided as an indication only and may need to be revised prior to closing. In the event that market interest rates increase prior to the date of closing (which causes an increase in the Lender’s cost of funds), the interest rate shall be indexed as per the paragraph below.

**INTEREST RATE INDEXING\*:** The final fixed interest rate will be determined ten (10) days prior to closing. The interest rate will be indexed to the Securities Industry and Financial Markets Association Swap/Ask Index (“SIFMA Swap Ask Yield”).

**LEGAL OPINION:** An opinion of Customer’s legal counsel addressing the validity and enforceability of the financing agreement, in a form acceptable to Lender, will be required and the cost shall be the responsibility of the Customer.

### **General Terms and Conditions**

- This proposal is subject to credit approval.
- The interest rate indications provided herein are based upon the stated assumed transaction size. If the transaction size changes by more than 25%, DLL reserves the right to adjust the interest rates being offered.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986
- Failure to consummate this transaction once credit approval is granted and the financing documents are drafted and delivered to Customer may result in a documentation fee being assessed.
- All financing is subject to verification that all costs are eligible for inclusion in a tax exempt financing.
- Any proceeds used to payoff an existing lease or lease purchase agreement must be done via direct payment to the existing leasing company or finance company and based upon a written buyout quote.
- If state sales tax is applicable to the sale of the Equipment to the Customer, such tax is explicitly **NOT** the responsibility of DLL.
- Either DLL or Customer may terminate discussions at any time in its sole discretion.
- If made, an approval by DLL would be in a separate writing and would be subject to legal and business due diligence and credit review, with results satisfactory to DLL, in its sole discretion.
- Customer acknowledges that the terms of the financing (if approved) may change before the parties execute final documentation.
- No financing terms will be binding on either party until Customer and DLL sign definitive documentation.
- This Letter is not a statement of all terms and conditions of the financing, which terms and conditions would be contained fully in final documentation and would supersede the terms of this Letter.
- This Letter is intended for the use of the Customer only. No other party may derive any legal rights here from.
- This Letter is valid for acceptance within 60 days and thereafter shall automatically be deemed to be null and void.

***Notwithstanding anything to the contrary, including, without limit, acceptance by Borrower, this Letter is an indication of interest regarding a possible arm's length financing transaction on the general terms and conditions outlined herein and should not be construed as a commitment to finance. The proposal contained herein consists solely of the terms under which Lender may be willing to enter into a transaction with Borrower for Lender's own account. Lender expresses no opinion and makes no representation with regard to what leasing or financing alternative is best suited for Borrower. Lender is not providing advice or recommendations with respect to the proposed transaction and has no fiduciary duty to Borrower. Borrower is encouraged to retain its own advisor.***

Thank you for the opportunity to present this proposal and for your thoughtful consideration.

### **De Lage Landen Financial Services**

Jess Quainl  
Account Manger  
Cell: 919-884-8714  
E-mail: [jquainl@leasedirect.com](mailto:jquainl@leasedirect.com)

36-135198120+1

## Getac Refresh Quote

**Quote Information:**



Quote #: 001346  
 Version: 2  
 Delivered: 10/20/2023  
 Expires: 11/30/2023

**Prepared for:**

Washington Police Department  
 Jim Lester  
 215 East Washington Street  
 Washington, IA 52353  
 jlester@washingtioniowa.gov  
 (319) 653-2256

**Prepared by:**

BDH Technology  
 Chad Berg  
 319.774.3818  
 Fax (319) 362-3208  
 chad@bdhtek.com

Products	Price	Qty	Ext. Price
 <b>Getac K120 Rugged Tablet - 12.5" Full HD - Core i5 11th Gen i5-1135G7 Quad-core (4 Core) 2.40 GHz - 16 GB RAM - 256 GB SSD - Windows 11 Pro 64-bit</b>	\$2,858.00	6	\$17,148.00
 <b>Getac Vehicle Adapter - 120 W - 12 V DC, 24 V DC Input</b>	\$109.99	1	\$109.99
<b>Getac Docking Station - for Tablet PC</b>	\$1,254.00	1	\$1,254.00
<b>Products Subtotal</b>			<b>\$18,511.99</b>

Quote Summary	Amount
Products	\$18,511.99
<b>Total</b>	<b>\$18,511.99</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING TAX ABATEMENT  
UNDER THE WASHINGTON URBAN REVITALIZATION  
PLAN FOR WASHINGTON, IOWA**

WHEREAS, the City of Washington, Iowa, has a property tax exemption for improvements under the provisions of the Washington Urban Revitalization Plan adopted by the City Council of the City of Washington, Iowa; and,

WHEREAS, all qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five years. The partial exemption is equal to a percent of the actual value added by the improvements, determined as follows: first year – 75 percent exemption, second year – 60 percent exemption, third year – 45 percent exemption, fourth year – 30 percent exemption, and fifth year – 15 percent exemption; and,

WHEREAS, improvements must increase the assessed value by a minimum of ten percent; and,

WHEREAS, the attached application for 211-217 W. Main Street, a multi-use commercial and residential building owned by Edward & Isabella Santoro, Parcel ID 1117313002 & 1117313032, will be having improvements completed over the next five years is seeking prior approval for the intended improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA, that the Deputy City Clerk be instructed to certify the attached application and submit it to the Washington County Assessor.

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

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

ATTEST:

\_\_\_\_\_  
Kelsey Brown, Deputy City Clerk



**APPLICATION FOR TAX ABATEMENT UNDER THE  
WASHINGTON URBAN REVITALIZATION PLAN FOR  
WASHINGTON, IOWA**

Prior Approval for Intended Improvements       Approval of Improvements Completed

**FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE  
WASHINGTON URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
WASHINGTON, IOWA**

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

**Residential**

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

**Commercial/Industrial**

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) First Year – 75% Exemption
- 2) Second year – 60% Exemption
- 3) Third Year – 45% Exemption
- 4) Fourth Year – 30% Exemption
- 5) Fifth Year – 15% Exemption

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1<sup>st</sup> following the year that the improvements are first assessed for taxation.

Address of Property: 211-217 W Main St.

Legal Description: 02 14 OP E 35FT and PAR B

Title Holder or Contract Buyer: Edward & Isabella Santoro

Address of Owner (if different than above): 406 W. 2nd St.

Phone Number (to be reached during the day): 319-461-3601

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to 10/2023 [insert date of adoption of the Plan]? Yes  No

Existing Property Use:  Residential  Commercial  Industrial  Vacant

Proposed Property Use: Multi-use commercial and residential

Nature of Improvements:  New Construction  Addition  General Improvements

Specify: See attached.

Permit Number(s) from the City of Washington Building Department Permit # : 230850  
Date Permit(s) Issued: 10/26/2023  
Permit(s) Valuation: \$1,009,94  
[Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 5 years from now, approx. Oct. 2028

Estimated or Actual Cost of Improvements: \$850,000

Signature: Isabella Santoro

Name (Printed) Isabella Santoro

Title: Building Owner

Company: \_\_\_\_\_

Date: 11/2/2023

**FOR CITY USE**

CITY COUNCIL	Application Approved/Disapproved _____
	Reason (if disapproved) _____
	Date _____ Resolution No. _____
Attested by the City Clerk _____	
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Noneligible for Tax Abatement _____
	Assessor _____ Date _____

\* Example: To receive a full 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall.

The program ends December 31, 2025. Applications must be submitted by December 31, 2025.

**ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION**

**This Application is to be forwarded by the City to the County Assessor by March 1.**

### Specified Nature of Improvements

Remediate fire damage to property, including structural repairs, roofing, windows, bringing building up to plumbing, electrical, and fire codes as well as current building standards. There will be three commercial spaces on the ground floor and a minimum of six apartments on the second and third floors.



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



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

---

---

## Commercial Building Permit

**Permit Number:** 230850  
**Property Address:** 217 W MAIN ST

**Project Cost:** 200000  
**Issue Date:** 10/26/2023  
**Expiration Date:** 04/22/2024

**Job Description:** remediation of fire damage to structure

**Owner:**  
SANTORO, ED  
406 W. 2ND ST.  
WASHINGTON, IA 52353

**Contractor:**  
troy renoux  
2695 airport road  
washington, iowa, 52353

Fees	Amount	Payments	Account Paid
Building Permit Fee	\$1,009.94	Renoux Builders Inc.	\$1,009.94
<b>Total Fee: \$1,009.94</b>		<b>Total Paid: \$1,009.94</b>	

**Notes:**

Issued By Jeff Duwa

10/25/2023

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, **David S & Katherine S Bowen**, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of **Thirty Five Thousand dollars and no cents (\$35,000)** 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**

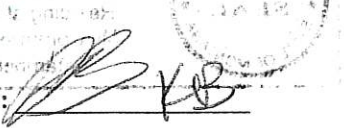
FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

**\*\*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: 

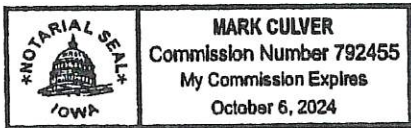
Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Katherine S Bowen      10-18-23  
Katherine S Bowen      (Owner)      DATE

Millie Youngquist – City of Washington Mayor Pro Tem      DATE

BE IT REMEMBERED, that on this 18<sup>th</sup> day of October 2023, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Katherine S Bowen 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.

[Signature]      NOTARY PUBLIC



Legal Description

**LOT NUMBER EIGHT (8), IN OUT LOT NUMBER FOURTEEN (14), IN THE ADDITION TO THE ORIGINAL PLAT OF THE TOWN, NOW CITY, OF WASHINGTON: IN WASHINGTON COUNTY, IOWA.**

Homeowner Initials: [Signature]



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

Name: Katherine Bowen

Family Size: Five

Contractor: Manny's Eastern Iowa Roofing & Construction LLC

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

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

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

Katherine Bowen  
Owner

10-18-23  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

Witnessed by:

[Signature]  
Project Administrator

10-27-23  
Date

Contractor:  
[Signature]

10/27/23  
Date

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

\_\_\_\_\_  
Date

# REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

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

Name: **Katherine Bowen**

Street Address: **312 E Main 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: **Manny's Eastern Iowa Roofing & Construction LLC.** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **1588 Ottawa Dr**

City and State: **Marion, IA 52302**

## 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 **November 1<sup>st</sup>, 2023.**
5. The CONTRACTOR shall satisfactorily complete all work by **January 1<sup>st</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 \$35,000.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Kathrin Bower

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

Date: 10-18-23

GENERAL CONTRACTOR

Officer's Signature: [Signature]

Date: 10/27/2023

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 10-27-23

CITY OF WASHINGTON

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

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

---

## 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 312 E Main Street.

***City Official***

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

I, Leonardo Perez, of Manny's Eastern Iowa Roofing & Construction LLC, 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***

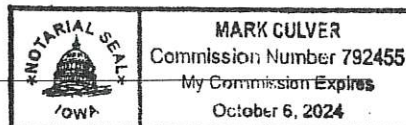
SIGNED *[Signature]*

TITLE GM

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 18<sup>th</sup> day of October 2023.

*[Signature]*  
Notary Public

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





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, **Edword M & Carol A Burdock**, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of **Thirty Thousand Two Hundred Two dollars and no cents (\$30,202)** 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: MB - CB

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, **Edward M & Carol A Burdock**, 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.*

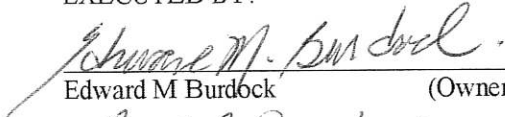

*THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 424 E WASHINGTON STREET, WASHINGTON, IA 52353*

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.

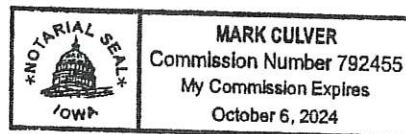
EXECUTED BY:

 Edward M Burdock (Owner)	_____	10/18/2023 DATE
 Carol A Burdock (Owner)	_____	10/18/23 DATE

\_\_\_\_\_  
Millie Youngquist - City of Washington Mayor Pro Tem DATE

BE IT REMEMBERED, that on this 18<sup>th</sup> day of October 2023, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Edward M & Carol A Burdock 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







# REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

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

Name: **Edward & Carol Burdock**  
Street Address: **424 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: **Stumpf Construction Services Inc.** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **2975 Hwy 22**  
City and State: **Riverside, IA 52327**

## 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 **November 1<sup>st</sup>, 2023**.
5. The CONTRACTOR shall satisfactorily complete all work by **January 1<sup>st</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 \$30,202.00 This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: *[Signature]*

Owner's Signature: *Carol Budock*

Date: 10.18.23

GENERAL CONTRACTOR

Officer's Signature: *[Signature]*

Date: 10-18-23

PROJECT ADMINISTRATOR

ECICOG signature: *[Signature]*

Date: 10-18-23

CITY OF WASHINGTON

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

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

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

Name: Edward & Carol Burdock

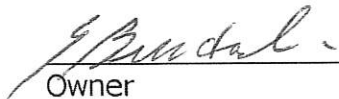
Family Size: Three

Contractor: Stumpf Construction Services Inc.


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

10/18/23  
Date

  
Owner

10/18/23  
Date

Witnessed by:

  
Project Administrator

10-18-23  
Date

Contractor:



10-18-23  
Date

City Representative:

\_\_\_\_\_

\_\_\_\_\_  
Date

---

## 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 424 E Washington Street.

*City Official*

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

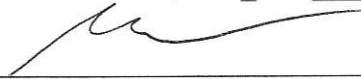
I, Chad Stumpf, of Stumpf Construction Services, Inc., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the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

*Contractor*

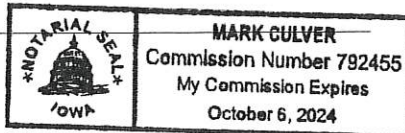
SIGNED 

TITLE VP

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 18<sup>th</sup> day of October 2023.

  
Notary Public

My appointment expires:





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING FISCAL YEAR END 2023 TRANSFERS**

WHEREAS, the City Council of the City of Washington, Iowa, has established a need to do transfers for FY23; and

WHEREAS, exhibit A sets out how funds were transferred during the fiscal year in the amount of \$6,138,517.42.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, Iowa that the 2023 Fiscal Year Transfers are hereby adopted and approved as prepared.

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

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

ATTEST:

\_\_\_\_\_  
Kelsey Brown, Deputy City Clerk

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



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

---

---

## **Memorandum**

November 2, 2023

To: Mayor & City Council  
Cc: City Administrator

From: Kelsey Brown  
Finance Director

Re: FY23 Year End Transfers

I discovered during the completion of the Annual Financial Report that one of the transfers into the water capital projects fund was listed from the incorrect account. I have highlighted the corrected account. The bottom line numbers did not change, just the fund that was listed.

Acct Number	Category	Transfers In Amount	Notes	Acct Number	Transfers Out Category	Amount
001-4-1010-4-4830	Police TRF In	375,000.00	LOST per ballot	121-6-6020-6910	LOST TRANSFER OUT	375,000.00
001-4-1090-4-4830	Animal Cont TRF In	1,000.00		670-6-8040-6910	SANITATION TRSF OUT	1,000.00
001-4-1050-4-4830	Fire TRF In	142,500.00	LOST per ballot	121-6-6020-6910	LOST TRSF OUT	142,500.00
001-4-6020-4-4830	Clerk TRF In	723,250.89	Employee Benefits	112-6-6020-6910	EMPLOYEE BENEFITS	723,250.89
		295,484.72	LOST per ballot for minibus	121-6-6020-6910	LOST TRSF OUT	295,484.72
		68,807.63	Emergency	114-6-6020-6910	EMERGENCY TRS OUT	68,807.63
		164,402.71	Municipal Building-transfer back excess balance funds	309-6-6020-6910	CLERK TRSF OUT	164,402.71
	<u>1,770,445.95</u>					
010-4-6020-4-4830	Clerk TRF In	30,521.52	Chamber Marketing Position	124-6-6020-6910	CLERK TRSF OUT	30,521.52
010-4-6020-4-4830	Clerk TRF in	712.38	Cover Main St deficit	001-6-6020-6910	CLERK TRSF OUT	712.38
050-4-6020-4-4830	Clerk TRF in	100,000.00	DIG Grant	305-6-6020-6910	CLERK TRSF OUT	100,000.00
110-4-2010-4-4830	RUT TRF In	32,820.79	Employee Benefits	112-6-6020-6910	EMPLOYEE BENEFITS	32,820.79
		44,085.04	Engineered Building Design TIF-Internal Loan	132-6-5050-6910	EBD TIF TRSF OUT	44,085.04
122-4-1050-4-4830	Lost Debt Service	154,790.00	Lost Debt Service	121-6-6020-6910	LOST TRSF OUT	154,790.00
146-4-6020-4-4830	LMI TIF TRF In	29,479.53	Tim Ridge II- UR #3C	129-6-5050-6910	TIMBER RIDGE TIF TRSF OU1	29,479.53
200-4-1010-4-4830	Police	17,105.24	Police Car Loan	300-6-6020-6910	CLERK TRSF OUT	17,105.24
200-4-6022-4-4830	Clerk TRF in	56,779.00	2022 GO Bond - Res Dev Share	315-6-6020-6910	CLERK TRSF OUT	56,779.00
200-4-8010-4-4830	2009 GO DS	180,569.00	2009 GO Bond Ent Share	600-6-8010-6910	WATER PLANT TRSF OUT	180,569.00
200-4-8016-4-4830	2009 GO DS	75,000.00	2009 GO Bond Ent Share	610-6-8015-6910	SEWER PLANT TRSF OUT	75,000.00
300-4-1010-4-4830	POLICE TRSF IN	76,476.21	Excess LOST	121-6-6020-6910	CLERK TRSF OUT	76,476.21
		60,790.47	2022 GO Bond Proceeds-Public Safety	301-6-6020-6910	CLERK TRSF OUT	60,790.47
300-4-1050-4-4830	FIRE TRSF IN	137,687.86	Police Vehicle	121-6-6020-6910	CLERK TRSF OUT	137,687.86
		39,209.53	2022 GO Bond Proceeds-Public Safety	301-6-6020-6910	CLERK TRSF OUT	39,209.53
300-4-4030-4-4830	PARKS TRSF IN	11,992.93	Mower	001-6-4030-6910	PARKS TRSF OUT	11,992.93
300-4-6020-4-4830	CLERK TRSF IN	222,108.71	Transfer excess GF to Building Maint	001-6-6020-6910	CLERK TRSF OUT	222,108.71
301-4-6020-4-4830	Clk CP TRF In	35,554.65	WOODLAWN	001-6-4050-6910	CEMETERY TRSF OUT	35,554.65
		158,027.22	MUNI BUILDING	134-6-5050-6910	DOWNTOWN TIF TRSF OUT	158,027.22
		125,000.00	MSJ SUBDIVISION-CC VIEW	317-6-7500-6910	CP TRSF OUT	125,000.00
		44,840.28	WELLNESS PARK	125-6-5050-6910	NE IND TRSF OUT	44,840.28
		50,000.00	NLW 2	315-6-7500-6910	CP TRSF OUT	50,000.00
		18,603.88	AIRPORT TAXIWAY CLOSEOUT	110-6-2010-910	RUT TRSF OUT	18,603.88
		44,183.77	W5TH/LEXINGTON CLOSEOUT	110-6-2010-6910	RUT TRSF OUT	44,183.77
		225,000.00	BUSINESS PARK	305-6-6020-6910	CLERK TRSF OUT	225,000.00
		49,144.00	AIRPORT FUEL FARM	002-6-2080-6910	AIRPORT TRSF OUT	49,144.00
	<u>750,353.80</u>					
309-4-6020-4-4830	Mun Bldg TRF In	164,402.71	CP-DOWNTOWN TIF REV-TRSF BACK TO GF	301-6-6020-6910	GF CLERK TRSF OUT	164,402.71
310-4-6020-4-4830	Wellness Trsf in	115,104.00	PLAYGROUND	305-6-6020-6910	CLERK TRSF OUT	105,104.00
				124-6-6020-6910	CLERK TRSF OUT	10,000.00
311-4-7500-4-4830	Sidewalk TRF In	45,000.00	Transfer from Road use Sidewalk repair \$	110-6-2010-6910	RUT TRSF OUT	45,000.00
312-4-7500-4-4830	Tree Removal TRF In	5,000.00	Transfer from Road Use Tree Removal \$	110-6-2010-6910	RUT TRSF OUT	5,000.00
315-4-7500-4-4830	Res Dev TRF In	51,263.24	NWL RENT	308-6-6020-6910	IND DEV TRSF OUT	51,263.24
325-4-7500-4-4830	Capital Proj Trsf In	74,036.23	Transfer excess GF to Building Maint	001-6-6020-6910	CLERK TRSF OUT	74,036.23
545-4-6020-4-4830	Safety Fund TRSF In	2,465.44	Trsf excess safety funds (Res 2019-002)	001-6-2060-6910	GF- DEV SERV TRSF OUT	2,465.44
		300.00	Safety Program	001-6-2060-6910	GF- DEV SERV TRSF OUT	300.00
		3,823.09	Central Park Cameras	001-6-1010-6910	POLICE TRSF OUT	3,823.09
	<u>6,588.53</u>					
550-4-4030-4-4830	PARK TRSF IN	10,000.00	N 18TH PAVILION	305-6-6020-6910	CLERK TRSF OUT	50,000.00
		40,000.00	SAND FILTER SET ASIDE			
600-4-8010-4-4830	WATER TRSF IN	1,577.50	INT PMT FY22 CORRECTION	610-6-8015-6910	SEWER PLANT TRSF OUT	1,577.50
600-4-8012-4-4830	WATER DIST TRSF IN	67,433.60	REVERSE FY22 WATER MAIN TRSF TO COVER END OF YEAR BALANCE B/4 BOND PROCEEDS	603-6-8012-6910	WATER DIST TRSF OUT	67,433.60
602-4-8010-4-4830	WSink TRF In	282,700.00	WATER DEBT SERVICE PMT	600-6-8010-6910	WATER PLANT TRSF OUT	282,700.00
603-4-8012-4-4830	WCapProj TRF in-WD	477,765.59	2021 Water Main Proj	301-6-6020-6910	CP CLERK TRSF OUT	477,765.59
610-4-8015-4-4830	Sewer TRF In	114,000.00	PRIN PMT FY22 CORRECTION	600-6-8010-6910	WATER PLANT TRSF OUT	114,000.00
610-4-8017-4-4830	Sewer TRF In	108,685.40	TIF- Repay Biz Park Internal Loan	133-6-6020-6910	IRE TIF TRSF OUT	108,685.40
612-4-8015-4-4830	SSink TRF In	651,520.00	WWTF SRF Debt	610-6-8015-6910	SEWER PLANT TRSF OUT	651,520.00
		124,000.00	West Side Int Debt	610-6-8017-6910	SEWER COLL TRF OUT	124,000.00
613-4-8017-4-4830	Sewer Cap Proj TRF In	8,512.66	Old WWTP Demo	610-6-8015-6910	SEWER PLANT TRSF OUT	8512.66
	<u>6,138,517.42</u>					



**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>5</u>	<b>Application Date:</b> <u>10/20/2023</u>
<b>Application Period:</b> <b>From</b> <u>9/26/2023</u> <b>to</b> <u>10/20/2023</u>	

1. Original Contract Price	\$ 3,668,641.25
2. Net change by Change Orders	\$ (590,806.23)
3. Current Contract Price (Line 1 + Line 2)	\$ 3,077,835.02
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,498,243.25
5. Retainage	
a. <u>5%</u> X \$ <u>1,498,243.25</u> Work Completed	\$ 74,912.16
b. <u>0%</u> X \$ <u>-</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 74,912.16
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,423,331.09
7. Less previous payments (Line 6 from prior application)	\$ 823,497.29
8. Amount due this application	\$ 599,833.80
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 1,654,503.93

**Contractor's Certification**

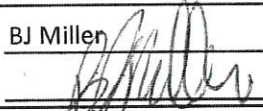
The undersigned Contractor certifies, to the best of its knowledge, the following:

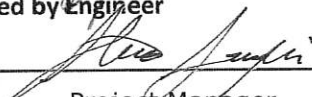
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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:** 10/31/2023

<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>10/31/2023</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

Contractor's Application for Payment

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-20B
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 5 Application Period: From 09/26/23 to 10/20/23 Application Date: 10/31/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E)	G Work Completed		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) (\$)
						Estimated Quantity Incorporated In the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
<b>Division 1 - General</b>											
1.01	Compaction Testing	1	LS	\$ 7,500.00	7,500.00	0.50	3,750.00	-	3,750.00	50%	3,750.00
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	0.35	5,162.50	-	5,162.50	35%	9,587.50
1.05	Remove And Replace Signage	1	LS	\$ 9,750.00	9,750.00	0.25	2,437.50	-	2,437.50	25%	7,312.50
<b>Division 2 - Earthwork</b>											
2.01	Topsoil, Strip, Stockpile, Furnish, And Respread	1	LS	\$ 34,550.00	34,550.00	0.35	12,092.50	-	12,092.50	35%	22,457.50
2.02	Unsuitable Soils, Removal And Replacement	50	CY	\$ 50.00	2,500.00	-	-	-	2,500.00	0%	2,500.00
2.03	Cleaning And Grubbing, Tree Removal, 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	-	-	-	-	0%	2,750.00
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	1,278.00	9,904.50	-	9,904.50	54%	8,277.00
4.02	CCTV 10-inch Sanitary Sewer, Pre Construction Service Locate	746	LF	\$ 7.75	5,781.50	265.00	2,208.75	-	2,208.75	38%	3,572.75
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	855	LF	\$ 7.75	7,401.25	-	-	-	-	0%	7,401.25
4.05	CCTV 8-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	2.00	1,110.00	-	1,110.00	40%	1,665.00
4.07	Sanitary Sewer Main Line, Heavy Cleaning	10	HR	\$ 325.00	3,250.00	-	-	-	-	0%	3,250.00
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, Protruding 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	4.00	17,100.00	-	17,100.00	20%	68,400.00
<b>Division 5 - Water Main and Appurtenances</b>											
5.01	Cap Existing Water Main In Place	19	EA	\$ 2,300.00	43,700.00	5.00	11,500.00	-	11,500.00	26%	32,200.00
5.02	Removal Of Existing Water Main	30	LF	\$ 27.50	825.00	-	-	-	-	0%	825.00
5.03	Remove And Salvage Existing Fire Hydrant	8	EA	\$ 1,750.00	14,000.00	3.00	5,250.00	-	5,250.00	38%	8,750.00
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	-	-	-	-	0%	8,400.00
5.09	Water Main, Connect To Existing, W. Madison St.	1	LS	\$ 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	-	-	-	-	0%	5,600.00
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	-	-	-	-	0%	11,750.00
5.16	Tapping Valve Assembly, 12"X6"	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

Contractor's Application for Payment

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-208
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 5 Application Period: From 09/26/23 to 10/20/23 Application Date: 10/31/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		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) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
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	-	8,280.00	-	8,280.00	40%	12,600.00
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	248	LF	\$ 127.50	31,237.50	484.00	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	2,205.00	475,065.00	-	475,065.00	198%	(234,945.00)
5.24	Water Main, 8-inch, Case 3, Trenched Or Trenchless	870	LF	\$ 175.00	151,725.00	706.00	123,550.00	-	123,550.00	105%	(6,300.00)
5.25	Water Main Service, 1-inch Hardware, Connection To Existing	53	EA	\$ 875.00	46,375.00	21.00	18,375.00	-	18,375.00	40%	28,000.00
5.26	Water Main Service Pipe, Trenched, 1-inch Copper	208	LF	\$ 49.50	10,296.00	112.00	5,544.00	-	5,544.00	54%	4,752.00
5.27	Water Main Service Pipe Trenchless, 1-inch Copper	1,957	LF	\$ 56.00	109,592.00	412.00	23,072.00	-	23,072.00	21%	86,520.00
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 Corporation	53	EA	\$ 400.00	21,200.00	20.00	8,000.00	-	8,000.00	38%	13,200.00
5.30	Water Service Curb Stop And Box	53	EA	\$ 515.00	27,295.00	24.00	12,360.00	-	12,360.00	45%	14,935.00
5.31	Water Main Service Pipe, Abandon Existing	53	EA	\$ 325.00	17,225.00	21.00	6,825.00	-	6,825.00	40%	10,400.00
5.32	Fire Hydrant Assembly	10	EA	\$ 8,540.00	85,400.00	10.00	85,400.00	-	85,400.00	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, 8-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	10.00	30,050.00	-	30,050.00	111%	(3,005.00)
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	1.00	625.00	-	625.00	7%	8,125.00
5.38	Abandon Existing Water Main Valve In Place	1	EA	\$ 5,200.00	5,200.00	-	-	-	-	0%	5,200.00
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	0.50	11,775.00	-	11,775.00	50%	11,775.00
5.41	Abandon Existing Water Main In Place, W/ Grout	10	LF	\$ 225.00	2,250.00	-	-	-	-	0%	2,250.00
Division 6 - Structures for Sanitary and Storm Sewers											
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-S01	2	EA	\$ 7,150.00	14,300.00	3.00	21,450.00	-	21,450.00	150%	(7,150.00)
Division 7 - Pavement and Appurtenances											
7.01	Sidewalk Removal And Disposal	875	SY	\$ 11.50	7,762.50	160.00	1,840.00	-	1,840.00	24%	5,922.50
7.02	PCC Sidewalk, 5-inch	1,122	SY	\$ 90.00	100,980.00	424.50	38,205.00	-	38,205.00	38%	62,775.00
7.03	Pavement Removal And Disposal	1,513	SY	\$ 15.00	22,695.00	525.00	7,875.00	-	7,875.00	35%	14,820.00
7.04	Removal Of Curb And Gutter	1,045	LF	\$ 15.00	15,675.00	177.00	2,655.00	-	2,655.00	17%	13,020.00
7.05	PCC Full Depth Patch	1,520	SY	\$ 175.00	266,000.00	334.51	58,539.25	-	58,539.25	22%	207,460.75
7.06	PCC Curb And Gutter, 30-inch	956	LF	\$ 75.00	72,450.00	176.75	13,256.25	-	13,256.25	18%	59,193.75
7.07	PCC Pavement Samples And Testing	1	LS	\$ 9,765.00	9,765.00	0.25	2,441.25	-	2,441.25	25%	7,323.75
7.08	Detectable Warning Panels	332	SF	\$ 75.00	24,900.00	60.00	4,500.00	-	4,500.00	18%	20,400.00
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	166.00	2,490.00	-	2,490.00	37%	4,245.00
7.11	PCC Commercial Driveway Pavement, 7.5-inch	191	SY	\$ 175.00	33,425.00	-	-	-	-	0%	33,425.00
7.12	PCC Residential Driveway Pavement, 5-inch	261	SY	\$ 150.00	39,150.00	166.27	24,940.50	-	24,940.50	64%	14,209.50
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
Division 8 - Traffic Control											
8.01	Traffic Control & Staging	1	LS	\$ 15,300.00	15,300.00	0.50	7,650.00	-	7,650.00	50%	7,650.00
Division 9 - Site Work											



Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-208
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 5 Application Period: From 09/26/23 to 10/20/23 Application Date: 10/31/23

A	B	C	D	E	F	G		I	J	K	L
						Estimated Quantity Incorporated In the Work	Value of Work Completed to Date (E X G)				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Work Completed		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) (\$)
						Value of Work Completed to Date (E X G)	Materials Currently Stored (not in G) (\$)				
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
	Division 11 - Miscellaneous										
11.01	Mobilization	1	LS	\$ 198,750.00	198,750.00	0.75	149,062.50		149,062.50	75%	49,687.50
11.02	Exploratory Digging	1	LS	\$ 34,585.00	34,585.00	0.75	25,938.75		25,938.75	75%	8,646.25
11.03	Maintenance Of Solid Waste Collection	1	LS	\$ 9,850.00	9,850.00	0.50	4,925.00		4,925.00	50%	4,925.00
	Division 12 - Washington Blvd. (REMOVED BY GO NO. 1)										
12.01	Cap 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	\$ 490.00	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 Slop & 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, Finish, And Respread	1	LS	\$ 12,500.00	12,500.00					0%	12,500.00
12.27	Clearing 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
	Division 13 - Bike Trail										

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-208
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 5 Application Period: From 09/26/23 to 10/20/23 Application Date: 10/31/23

A Bid Item No.	B Description	C Contract Information			D Work Completed			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) (\$)
		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X G) (\$)				
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	
Bid Alternate No. 1											
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%	10,350.00	
A1.03	Remove And Replace Signage	1	LS	\$ 5,500.00	5,500.00		-	-	0%	5,500.00	
A1.04	CCTV 8-inch Sanitary Sewer, Pre Construction Service Locate	870	LF	\$ 8.25	7,177.50		-	-	0%	7,177.50	
A1.05	CCTV 4-inch Sanitary Sewer W/Report, Post Construction Service Inspection	315	LF	\$ 8.25	2,598.75		-	-	0%	2,598.75	
A1.06	CCTV 8-inch Sanitary Sewer W/Report, Post Construction Service Inspection	315	LF	\$ 8.25	2,598.75		-	-	0%	2,598.75	
A1.07	CCTV Inspection Reversal	3	EA	\$ 540.00	1,620.00		-	-	0%	1,620.00	
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, Prolonging Tap Cut	10	EA	\$ 1,200.00	12,000.00		-	-	0%	12,000.00	
A1.12	Sanitary Sewer Debris Cutting Removal	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 Hwy 1	1	LS	\$ 4,500.00	4,500.00		-	-	0%	4,500.00	
A1.18	Water Main, Connect To Existing, W. Madison St. And S. H Ave	1	LS	\$ 9,765.00	9,765.00		-	-	0%	9,765.00	
A1.19	Tapping Valve Assembly, 12"XB"	1	EA	\$ 10,475.00	10,475.00		-	-	0%	10,475.00	
A1.20	Water Main, Installation Case 1, Trenched Di W/ Nitrite Gaskets	30	LF	\$ 84.50	2,535.00		-	-	0%	2,535.00	
A1.21	Water Main, Installation Case 2, Trenchless Di W/ Nitrite Gaskets	1,348	LF	\$ 99.25	133,789.00		-	-	0%	133,789.00	
A1.22	Water Main, Installation Case 3, Trenched Or Trenchless Di W/ Nitrite Gaskets	10	LF	\$ 115.00	1,150.00		-	-	0%	1,150.00	
A1.23	Water Main Service, 1-inch Hardware, Connection To Existing	19	EA	\$ 715.00	13,585.00		-	-	0%	13,585.00	
A1.24	Water Main Service Pipe, Trenched, 1-inch Copper	84	LF	\$ 49.50	4,158.00		-	-	0%	4,158.00	
A1.25	Water Main Service Pipe Trenchless, 1-inch Copper	815	LF	\$ 54.50	33,517.50		-	-	0%	33,517.50	
A1.29	Temporary Water Main Service, Contingency	100	LF	\$ 43.00	4,300.00		-	-	0%	4,300.00	
A1.27	Water Service Corporation	19	EA	\$ 325.00	6,175.00		-	-	0%	6,175.00	
A1.28	Water Service Curb Stop And Box	19	EA	\$ 375.00	7,125.00		-	-	0%	7,125.00	
A1.29	Water Main Service Pipe, Abandon Existing	19	EA	\$ 325.00	6,175.00		-	-	0%	6,175.00	
A1.30	Fire Hydrant Assembly	6	EA	\$ 9,550.00	57,300.00		-	-	0%	57,300.00	
A1.31	Water Main, 8-inch Resilient Wedge Gate Valve	1	EA	\$ 2,950.00	2,950.00		-	-	0%	2,950.00	
A1.32	Abandon Existing Water Main Valve In Place	2	EA	\$ 5,150.00	10,300.00		-	-	0%	10,300.00	
A1.33	Water Main Testing And Disinfection	1	LS	\$ 7,065.00	7,065.00		-	-	0%	7,065.00	
A1.34	Water Main Disconnections	1	LS	\$ 10,700.00	10,700.00		-	-	0%	10,700.00	
A1.35	Sidewalk Removal And Disposal	87	SY	\$ 30.00	2,610.00		-	-	0%	2,610.00	
A1.36	PCC Sidewalk, 5-inch	293	SY	\$ 300.00	87,900.00		-	-	0%	87,900.00	
A1.37	Pavement Removal And Disposal	53	SY	\$ 30.00	1,590.00		-	-	0%	1,590.00	
A1.38	Removal Of Curb And Gutter	81	LF	\$ 27.50	2,227.50		-	-	0%	2,227.50	
A1.39	PCC Full Depth Patch	69	SY	\$ 400.00	27,600.00		-	-	0%	27,600.00	
A1.40	PCC Curb And Gutter, 30-inch	81	LF	\$ 75.00	6,075.00		-	-	0%	6,075.00	
A1.41	PCC Pavement Samples And Testing	1	LS	\$ 6,500.00	6,500.00		-	-	0%	6,500.00	



Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Washington	Owner's Project No.:
Engineer: FOX Strand	Engineer's Project No.: 3424-208
Contractor: Cornerstone Excavating, Inc.	Contractor's Project No.:
Project: 2022 Washington Water Main Improvements	
Contract: 2022 Washington Water Main Improvements	

Application No.: 5 Application Period: From 09/26/23 to 10/20/23 Application Date: 10/31/23

A	B	Contract Information				Work Completed			I	J	K	L
		C	D	E	F	G	H					
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
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, 8-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%	925.00	
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>\$ 3,668,641.25</b>		<b>\$ 1,498,243.25</b>	<b>\$ -</b>	<b>\$ 1,498,243.25</b>	<b>41%</b>	<b>\$ 2,170,398.00</b>	











# CHANGE ORDER

No. 3

DATE OF ISSUANCE 10/31/2023 EFFECTIVE DATE 10/31/2023

JURISDICTION City of Washington

CONTRACTOR Cornerstone Excavating Inc.

Contract: East Adams Street Reconstruction

Project: East Adams Street Reconstruction

JURISDICTION's Contract No. \_\_\_\_\_ ENGINEER's Contract No. 5019061

ENGINEER Garden & Associates

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

Description: Final quantity adjustment and material revisions

Reason for Change Order: Field conditions discovered during construction

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ <u>1,463,694.75</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>2</u> : \$ <u>10,920.00</u>
Contract Price prior to this Change Order: \$ <u>1,474,614.75</u>
Net Increase (Decrease) of this Change Order: \$ <u>21,717.40</u>
Contract Price with all approved Change Orders: \$ <u>1,496,332.15</u>

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

**RECOMMENDED:**

By: *Janet Pope*  
ENGINEER(Authorized Signature)

Date: 11-1-2023

**APPROVED:**

By: \_\_\_\_\_  
JURISDICTION(Authorized Signature)

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

**ACCEPTED:**

By: *[Signature]*  
CONTRACTOR(Authorized Signature)

Date: 11/01/2023

EJCDC 1910-8-B (1996 Edition)

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

Attachment to Change Order No. 3  
 Adams Street Reconstruction  
 Washington, Iowa  
 2022

No.	Item	Description	Unit	Bid Quantity	Unit Price	Actual Quantity	Difference	Price Adjustment
6.	3010-C	Trench Foundation	TON	50	\$33.00	0.00	-50.00	-\$1,650.00
8.	4020-A-1	Storm Sewer Trenched, PVC, 8"	LF	20	\$46.50	9.00	-11.00	-\$511.50
15.	4040-D	Subdrain Outlets and Connections, 4" or 6"	EA	25	\$250.00	29.00	4.00	\$1,000.00
16.	4040-E	Storm Sewer Service Stub, PVC, 4"	LF	200	\$37.50	232.00	32.00	\$1,200.00
17.	5010-A-1	Water Main, Trenched, PVC, 4"	LF	20	\$31.00	3.00	-17.00	-\$527.00
18.	5010-A-1	Water Main, Trenched, PVC, 6"	LF	35	\$43.00	47.00	12.00	\$516.00
21.	5010-E-1	Water Service Pipe, Type K Copper, 1"	LF	300	\$31.75	276.00	-24.00	-\$762.00
23.	5010-E-3	Water Service Curb Stop and Box, 1"	EA	8	\$400.00	7.00	-1.00	-\$400.00
26.	5020-B	Tapping Valve Assembly, 4"x4"	EA	1	\$3,550.00	0.00	-1.00	-\$3,550.00
38.	5999-A	Lower Existing Water Main	EA	1	\$4,800.00	0.00	-1.00	-\$4,800.00
40.	6010-A	Manhole, SW-401, 60" Dia.	EA	1	\$9,100.00	2.00	1.00	\$9,100.00
52.	6010-H	Remove Intake	EA	4	\$2,500.00	6.00	2.00	\$5,000.00
54.	7010-A	Pavement, PCC, 7" Thick	SY	8,750	\$54.00	8746.72	-3.28	-\$177.12
55.	7010-I	PCC Pavement Samples and Testing	LS	1	\$4,750.00	0.00	-1.00	-\$4,750.00
59.	7030-E	Sidewalk, PCC, 4" Thick	SY	703	\$62.00	683.05	-19.95	-\$1,236.90
60.	7030-E	Sidewalk, PCC, 6" Thick	SY	871	\$69.00	903.82	32.82	\$2,264.58
61.	7030-G	Detectable Warnings	SF	134	\$62.00	137.00	3.00	\$186.00
62.	7030-H-1	Driveway, Paved, PCC, 6" Thick	SY	654	\$74.50	736.76	82.76	\$6,165.62
63.	7030-H-2	Driveway, Granular (Class 'A' Crushed Stone, IDOT Grad. No. 11)	TON	5	\$40.00	12.00	7.00	\$280.00
69.	9040-N-1	Silt Fence	LF	1,000	\$1.20	290.00	-710.00	-\$852.00
70.	9040-N-2	Silt Fence, Removal of Sediment	LF	1,000	\$0.10	0.00	-1000.00	-\$100.00
71.	9040-N-3	Silt Fence, Removal of Device	LF	1,000	\$0.10	0.00	-1000.00	-\$100.00
						<b>Quantity Adjustment Costs</b>		
						<b>\$6,295.68</b>		
CO-2		6"x6" Tapping Sleeve and Valve	EA	0	\$4,738.53	1.00	1.00	\$4,738.53
CO-2		6" Valve	EA	0	\$1,816.65	1.00	1.00	\$1,816.65
CO-2		12" Tile Connection	LS	0	\$5,591.13	1.00	1.00	\$5,591.13
CO-2		2" Water Service	LS	0	\$2,055.38	1.00	1.00	\$2,055.38
CO-2		Repair Storm Sewer at 11 <sup>th</sup> Ave.	LS	0	\$1,220.03	1.00	1.00	\$1,220.03
						<b>Total Change Order 2 Adjustment</b>		
						<b>\$21,717.40</b>		
CO-1 & 2		Change Order No. 1 & 2	LS	0	\$10,920.00	1.00	1.00	\$10,920.00
						<b>Total Price Adjustment CO 1, 2 &amp; 3</b>		
						<b>\$32,637.40</b>		
						<b>Original Contract Price</b>		
						<b>\$1,463,694.75</b>		
						<b>Final Contract Price</b>		
						<b>\$1,496,332.15</b>		



**Contractor's Application for Payment No. 7**

To (Owner):	City of Washington	Application Period:	Work Thru 10/31/23	Application Date:	10/31/2023
Project:	Adams Street Reconstruction	From (Contractor):	Cornerstone Excavating Inc.	Via (Engineer):	Garden & Associates, Ltd.
Owner's Contract No.:		Contract:	Adams Street Reconstruction	Contractor's Project No.:	
		Engineer's Project No.:	5019061		

**Application For Payment  
Change Order Summary**

Approved Change Orders	Additions	Deductions
1	\$4,320.00	
2	\$6,600.00	
3	\$21,717.40	
<b>TOTALS</b>		
NET CHANGE BY	\$32,637.40	
CHANGE ORDERS		\$32,637.40

Contract Working Day Summary:

Original Contract Time: \_\_\_\_\_

Added by Change Order: \_\_\_\_\_

Contract Time To Date: \_\_\_\_\_

Working Days Used to Date: \_\_\_\_\_

Working Days Remaining: \_\_\_\_\_

1. ORIGINAL CONTRACT PRICE..... \$ 1,463,694.75
2. Net change by Change Orders..... \$ 32,637.40
3. Current Contract Price (Line 1 + 2)..... \$ 1,496,332.15
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F total on Progress Estimates)..... \$ 1,496,332.15
5. RETAINAGE:
  - a. 5% X \$1,496,332.15 Work Completed..... \$ 74,816.61
  - b. 5% X \_\_\_\_\_ Stored Material..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5a + Line 5b)..... \$ 74,816.61
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 1,421,515.54
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,386,629.91
8. AMOUNT DUE THIS APPLICATION..... \$ 34,885.63
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G total on Progress Estimates + Line 5.c above)..... \$ 74,816.61

**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.

Payment of: \$ 34,885.63  
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Paul Berger* (Engineer) 11-1-2023 (Date)

Payment of: \$ 34,885.63  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Contractor Signature: \_\_\_\_\_ Date: 11/1/2023



CONTINUATION SHEET AIA DOCUMENT G703

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

Adams Street Reconstruction  
WAS021

APPLICATION NO: 10/31/2023  
APPLICATION DATE: 10/31/2023  
PERIOD TO: ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE		%(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
		QTY	UNIT	UNIT \$	TOTAL \$	QTY	TOTAL \$	QTY		TOTAL \$	(D+E)			
1	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00	-	\$0.00	\$7,500.00	100%	\$0.00	\$375.00	
2	Excavation, Class 10	3,900	CY	\$17.00	\$66,300.00	3,900	\$66,300.00	-	\$0.00	\$66,300.00	100%	\$0.00	\$3,315.00	
3	Subgrade Preparation (12" Thick)	9,810	SY	\$1.60	\$15,696.00	9,810	\$15,696.00	-	\$0.00	\$15,696.00	100%	\$0.00	\$784.80	
4	Subbase, Modified	9,810	SY	\$7.50	\$73,575.00	9,810	\$73,575.00	-	\$0.00	\$73,575.00	100%	\$0.00	\$3,678.75	
5	Compaction Testing	1	LS	\$5,500.00	\$5,500.00	1	\$5,500.00	-	\$0.00	\$5,500.00	100%	\$0.00	\$275.00	
6	Trench Foundation	50	TON	\$33.00	\$1,650.00	-	\$0.00	-	\$0.00	\$0.00	0%	\$1,650.00	\$0.00	
7	Trench Compaction Testing (Water Main and Storm Sewer)	1	LS	\$8,000.00	\$8,000.00	1	\$8,000.00	-	\$0.00	\$8,000.00	100%	\$0.00	\$400.00	
8	Storm Sewer Trenched, PVC, 8"	20	LF	\$46.50	\$930.00	9	\$418.50	-	\$0.00	\$418.50	45%	\$511.50	\$20.93	
9	Storm Sewer Trenched, 12"	36	LF	\$57.50	\$2,070.00	36	\$2,070.00	-	\$0.00	\$2,070.00	100%	\$0.00	\$103.50	
10	Storm Sewer Trenched, 15"	607	LF	\$59.00	\$35,813.00	607	\$35,813.00	-	\$0.00	\$35,813.00	100%	\$0.00	\$1,790.65	
11	Storm Sewer Trenched, 18"	88	LF	\$64.00	\$5,632.00	88	\$5,632.00	-	\$0.00	\$5,632.00	100%	\$0.00	\$281.60	
12	Storm Sewer, Trenched, 24"	50	LF	\$83.00	\$4,150.00	50	\$4,150.00	-	\$0.00	\$4,150.00	100%	\$0.00	\$207.50	
13	Removal of Storm Sewer, All Types, 5 24"	885	LF	\$17.50	\$15,487.50	885	\$15,487.50	-	\$0.00	\$15,487.50	100%	\$0.00	\$774.38	
14	Subdrain (Longitudinal), 4" or 6"	5,005	LF	\$10.65	\$53,303.25	5,005	\$53,303.25	-	\$0.00	\$53,303.25	100%	\$0.00	\$2,665.16	
15	Subdrain Outlets and Connections, 4" or 6"	25	EA	\$250.00	\$6,250.00	27	\$6,750.00	2	\$500.00	\$7,250.00	116%	(\$1,000.00)	\$362.50	
16	Storm Sewer Service Sub, PVC, 4"	200	LF	\$37.50	\$7,500.00	232	\$8,700.00	-	\$0.00	\$8,700.00	116%	(\$1,200.00)	\$435.00	
17	Water Main, Trenched, PVC, 4"	20	LF	\$31.00	\$620.00	3	\$93.00	-	\$0.00	\$93.00	15%	\$527.00	\$4.65	
18	Water Main Trenched, PVC, 6"	35	LF	\$43.00	\$1,505.00	47	\$2,021.00	-	\$0.00	\$2,021.00	134%	(\$516.00)	\$101.05	
19	Water Main Trenched, PVC, 8"	1,550	LF	\$45.00	\$69,750.00	1,550	\$69,750.00	-	\$0.00	\$69,750.00	100%	\$0.00	\$3,487.50	
20	Water Main, Trenchless, RJ (Restrained Joint) DIP, 8"	120	LF	\$150.00	\$18,000.00	120	\$18,000.00	-	\$0.00	\$18,000.00	100%	\$0.00	\$900.00	
21	Water Services Pipe, Type K Copper, 1"	300	LF	\$31.75	\$9,525.00	276	\$8,763.00	-	\$0.00	\$8,763.00	92%	\$762.00	\$438.15	
22	Water Services Corporation, 1"	8	EA	\$325.00	\$2,600.00	8	\$2,600.00	-	\$0.00	\$2,600.00	100%	\$0.00	\$130.00	
23	Water Services Curb Stop and Box, 1"	8	EA	\$400.00	\$3,200.00	7	\$2,800.00	-	\$0.00	\$2,800.00	88%	\$400.00	\$140.00	
24	Gate Valve, 4"	1	EA	\$1,250.00	\$1,250.00	1	\$1,250.00	-	\$0.00	\$1,250.00	100%	\$0.00	\$62.50	
25	Gate Valve, 8"	6	EA	\$1,900.00	\$11,400.00	6	\$11,400.00	-	\$0.00	\$11,400.00	100%	\$0.00	\$570.00	
26	Tapping Valve Assembly, 4" x 4"	1	EA	\$3,550.00	\$3,550.00	-	\$0.00	-	\$0.00	\$0.00	0%	\$3,550.00	\$0.00	
27	Tapping Valve Assembly, 12" x 8"	1	EA	\$4,800.00	\$4,800.00	1	\$4,800.00	-	\$0.00	\$4,800.00	100%	\$0.00	\$240.00	
28	Fire Hydrant Assembly	5	EA	\$4,800.00	\$28,750.00	5	\$28,750.00	-	\$0.00	\$28,750.00	100%	\$0.00	\$1,437.50	
29	Fire Hydrant Assembly Removal	3	EA	\$1,500.00	\$4,500.00	3	\$4,500.00	-	\$0.00	\$4,500.00	100%	\$0.00	\$225.00	
30	Valve Box Removal	4	EA	\$600.00	\$2,400.00	4	\$2,400.00	-	\$0.00	\$2,400.00	100%	\$0.00	\$120.00	
31	Water Main Connection No. 1	1	LS	\$3,950.00	\$3,950.00	1	\$3,950.00	-	\$0.00	\$3,950.00	100%	\$0.00	\$197.50	
32	Water Main Connection No. 2	1	LS	\$3,950.00	\$3,950.00	1	\$3,950.00	-	\$0.00	\$3,950.00	100%	\$0.00	\$197.50	
33	Water Main Connection No. 3	1	LS	\$3,950.00	\$3,950.00	1	\$3,950.00	-	\$0.00	\$3,950.00	100%	\$0.00	\$197.50	
34	Water Main Connection No. 4	1	LS	\$4,150.00	\$4,150.00	1	\$4,150.00	-	\$0.00	\$4,150.00	100%	\$0.00	\$207.50	
35	Water Main Connection No. 5	1	LS	\$3,550.00	\$3,550.00	1	\$3,550.00	-	\$0.00	\$3,550.00	100%	\$0.00	\$177.50	
36	Water Main Connection No. 6	1	LS	\$3,050.00	\$3,050.00	1	\$3,050.00	-	\$0.00	\$3,050.00	100%	\$0.00	\$152.50	
37	Water Main Connection No. 7	1	LS	\$3,050.00	\$3,050.00	1	\$3,050.00	-	\$0.00	\$3,050.00	100%	\$0.00	\$152.50	
38	Lower Existing Water Main	1	EA	\$4,800.00	\$4,800.00	-	\$0.00	-	\$0.00	\$0.00	0%	\$4,800.00	\$0.00	
39	Manhole, SW-401, 48" Dia.	1	EA	\$3,900.00	\$3,900.00	1	\$3,900.00	-	\$0.00	\$3,900.00	100%	\$0.00	\$195.00	
40	Manhole, SW-401, 60" Dia.	1	EA	\$9,100.00	\$9,100.00	2	\$18,200.00	-	\$0.00	\$18,200.00	200%	(\$9,100.00)	\$910.00	



CONTINUATION SHEET AIA DOCUMENT G703

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

Adams Street Reconstruction  
WAS021

APPLICATION NO: 10/31/2023  
APPLICATION DATE: 10/31/2023  
PERIOD TO: 10/31/2023  
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
		QTY	UNIT	UNIT \$	TOTAL \$	QTY	TOTAL \$	QTY	TOTAL \$	QTY	TOTAL \$			5%
41	Manhole, SW-402, 4' x 6'	1	EA	\$13,650.00	\$13,650.00	1	\$13,650.00	-	\$0.00	\$13,650.00	100%	\$0.00	\$682.50	
42	Intake, SW-501	6	EA	\$4,625.00	\$27,750.00	6	\$27,750.00	-	\$0.00	\$27,750.00	100%	\$0.00	\$1,387.50	
43	Intake, SW-502, 48" Dia.	1	EA	\$4,775.00	\$4,775.00	1	\$4,775.00	-	\$0.00	\$4,775.00	100%	\$0.00	\$238.75	
44	Intake, SW-503	2	EA	\$5,975.00	\$11,950.00	2	\$11,950.00	-	\$0.00	\$11,950.00	100%	\$0.00	\$597.50	
45	Intake, SW-503, Modified	1	EA	\$11,900.00	\$11,900.00	1	\$11,900.00	-	\$0.00	\$11,900.00	100%	\$0.00	\$595.00	
46	Intake, SW-504, Modified	2	EA	\$7,250.00	\$14,500.00	2	\$14,500.00	-	\$0.00	\$14,500.00	100%	\$0.00	\$725.00	
47	Intake, SW-512, Case 1, 18" Riser	2	EA	\$2,800.00	\$5,600.00	2	\$5,600.00	-	\$0.00	\$5,600.00	100%	\$0.00	\$280.00	
48	Manhole Adjustment, Minor	14	EA	\$2,100.00	\$29,400.00	11	\$23,100.00	3	\$6,300.00	\$29,400.00	100%	\$0.00	\$1,470.00	
49	Intake Adjustment, Minor	1	EA	\$1,350.00	\$1,350.00	1	\$1,350.00	-	\$0.00	\$1,350.00	100%	\$0.00	\$67.50	
50	Connection to Existing Manhole	2	EA	\$2,950.00	\$5,900.00	2	\$5,900.00	-	\$0.00	\$5,900.00	100%	\$0.00	\$295.00	
51	Remove Manhole	3	EA	\$2,500.00	\$7,500.00	3	\$7,500.00	-	\$0.00	\$7,500.00	100%	\$0.00	\$375.00	
52	Remove Intake	4	EA	\$2,500.00	\$10,000.00	6	\$15,000.00	-	\$0.00	\$15,000.00	150%	(\$5,000.00)	\$750.00	
53	Connection to Existing RCAP	1	EA	\$2,700.00	\$2,700.00	1	\$2,700.00	-	\$0.00	\$2,700.00	100%	\$0.00	\$135.00	
54	Pavement, P.C.C., 7" Thick	8,750	SY	\$54.00	\$472,500.00	8,747	\$472,322.88	-	\$0.00	\$472,322.88	100%	\$177.12	\$23,616.14	
55	P.C.C. Pavement Samples and Testing	1	LS	\$4,750.00	\$4,750.00	-	\$0.00	-	\$0.00	\$0.00		\$4,750.00	\$0.00	
56	Removal of Sidewalk	25	SY	\$25.00	\$625.00	25	\$625.00	-	\$0.00	\$625.00	100%	\$0.00	\$31.25	
57	Removal of Driveway	407	SY	\$15.00	\$6,105.00	407	\$6,105.00	-	\$0.00	\$6,105.00	100%	\$0.00	\$305.25	
58	Removal of Curb	7	LF	\$15.00	\$105.00	7	\$105.00	-	\$0.00	\$105.00	100%	\$0.00	\$5.25	
59	Sidewalk, P.C.C., 4" Thick	703	SY	\$62.00	\$43,586.00	683.05	\$42,349.10	-	\$0.00	\$42,349.10	97%	\$1,236.90	\$2,117.46	
60	Sidewalk, P.C.C., 6" Thick	871	SY	\$69.00	\$60,099.00	903.82	\$62,363.58	-	\$0.00	\$62,363.58	104%	(\$2,264.58)	\$3,118.18	
61	Detachable Warnings	134	SF	\$62.00	\$8,308.00	137	\$8,494.00	-	\$0.00	\$8,494.00	102%	(\$186.00)	\$424.70	
62	Driveway, Paved, P.C.C., 6" Thick	654	SY	\$74.50	\$48,723.00	736.76	\$54,888.62	-	\$0.00	\$54,888.62	113%	(\$6,165.62)	\$2,744.43	
63	Driveway, Granular (Class 'A' Crushed Stone, IDOT Gradation No. 11)	5	TON	\$40.00	\$200.00	12	\$480.00	-	\$0.00	\$480.00	240%	(\$280.00)	\$24.00	
64	Pavement Removal	5,402	SY	\$6.00	\$32,412.00	5,402	\$32,412.00	-	\$0.00	\$32,412.00	100%	\$0.00	\$1,620.60	
65	Temporary Traffic Control	1	LS	\$7,000.00	\$7,000.00	1	\$7,000.00	-	\$0.00	\$7,000.00	100%	\$0.00	\$350.00	
66	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	1	LS	\$14,500.00	\$14,500.00	-	\$0.00	1	\$14,500.00	\$14,500.00	100%	\$0.00	\$725.00	
67	SWPPP Preparation	1	LS	\$2,250.00	\$2,250.00	1	\$2,250.00	-	\$0.00	\$2,250.00	100%	\$0.00	\$112.50	
68	SWPPP Management	1	LS	\$4,000.00	\$4,000.00	1.00	\$4,000.00	-	\$0.00	\$4,000.00	100%	\$0.00	\$200.00	
69	Silt Fence	1,000	LF	\$1.20	\$1,200.00	290	\$348.00	-	\$0.00	\$348.00	29%	\$852.00	\$17.40	
70	Silt Fence, Removal of Sediment	1,000	LF	\$0.10	\$100.00	-	\$0.00	-	\$0.00	\$0.00		\$100.00	\$0.00	
71	Silt Fence, Removal of Device	1,000	LF	\$0.10	\$100.00	-	\$0.00	-	\$0.00	\$0.00		\$100.00	\$0.00	
72	Mobilization	1	LS	\$95,500.00	\$95,500.00	1.00	\$95,500.00	-	\$0.00	\$95,500.00	100%	\$0.00	\$4,776.00	
<b>TOTALS</b>					<b>\$1,463,694.75</b>		<b>\$1,448,690.43</b>		<b>\$21,300.00</b>	<b>\$1,469,990.43</b>	<b>100.00%</b>	<b>(\$6,295.68)</b>	<b>\$73,499.62</b>	
<b>CHANGE ORDERS</b>														
	Remove and replace old storm boxes and 42" pipe. Replace with new 60" MH at Sta 14+35	1	LS	\$4,320.00	\$4,320.00	1	\$4,320.00	-	\$0.00	\$4,320.00	100%	\$0.00	\$216.00	
CO-1	Temporary Seeding	1	LS	\$6,600.00	\$6,600.00	1	\$6,600.00	-	\$0.00	\$6,600.00	100%	\$0.00	\$330.00	
CO-2	Tapping Sleeve, Tile, 2" Water Con, Storm Sewer Repair	1	ls	\$15,421.72	\$15,421.72	-	\$0.00	1	\$15,421.72	\$15,421.72	100%	\$0.00	\$771.09	
0	0	-	0	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00		\$0.00	\$0.00	
0	0	-	0	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00		\$0.00	\$0.00	
0	0	-	0	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00		\$0.00	\$0.00	

**CONTINUATION SHEET AIA DOCUMENT G703**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Adams Street Reconstruction

APPLICATION NO: 7  
 APPLICATION DATE: 10/31/2023

In tabulations below, amounts are stated to the nearest dollar.

WASQ21

PERIOD TO: 10/31/2023

Use column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H % (G/C) BALANCE TO FINISH (C-G)		I RETAINAGE
		QTY	UNIT	UNIT \$	TOTAL \$	QTY	TOTAL \$	QTY	TOTAL \$	QTY	TOTAL \$	QTY	TOTAL \$	%	
	TOTAL CHANGE ORDERS				\$26,341.72		\$10,920.00		\$15,421.72	\$0.00	\$26,341.72	100%	\$0.00	\$1,317.09	
	TOTALS & CHANGE ORDERS				\$1,490,036.47		\$1,489,610.43		\$36,721.72	\$0.00	\$1,496,332.15	100%	(\$6,295.89)	\$74,816.61	