

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 21, 2023

To attend the meeting via Zoom go to:

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

Meeting ID: 507 738 5758 Passcode: 539036

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, November 21, 2023 to be approved as proposed or amended.

Consent:

- 1. Council Minutes November 7, 2023
- 2. Hali-Brite, Inc., Airport, LED Airport Beacon High Intensity, \$14,517.41
- 3. Iowa Finance Authority, SRF Loan, Water Plant, Interest, \$1,880.00
- 4. Iowa Finance Authority, SRF Loan, Water Plant, Interest, \$34,410.00
- 5. Iowa Finance Authority, SRF Loan, Wastewater Treatment Plant, Interest, \$91,813.75
- 6. Iowa Finance Authority, SRF Loan, Westside Interceptor Project, Interest, \$18,550.00
- 7. Bolton & Menk, Airport, Refurbish & Link 2 Existing 10K Gallon Tanks, \$485.00
- 8. Bolton & Menk, Airport Solar Project, Install Solar Panels, \$116.00
- 9. Fox Strand, Bazooka Farmstar Consultation, \$164.98
- 10. Fox Strand, Water Main Improvement Project, \$5,536.00
- 11. Dodici, Inc., 120-122 S Iowa Ave, Class C Retail Alcohol License
- 12. Department Reports

SPECIAL EVENT REQUESTS

- Mama Llamas Barn, Carriage Rides After Lighted Parade, November 25, 2023
- JT's Sips, Holiday Shopping Event at Purposefully You and Downtown, November 25, 2023

SPECIAL PRESENTATION

• Mary Audia, WEDG Director to Present Advisory Plaque

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS & FINANCIALS

• Claims for November 21, 2023

NEW BUSINESS

- 1. Public Hearing on Annexation 2471 Hwy 92 for 6:00 p.m. November 21, 2023
- 2. Discussion and Consideration of a Resolution Approving Voluntary Annexation of Certain Properties
- 3. Discussion and Consideration of Change Order No. 1 with Reed Construction for the Library Makerspace Project (increase \$1,360.70)
- 4. Discussion and Consideration of Change Order No. 2 with Reed Construction for the Library Makerspace project (increase \$1,784.97
- 5. Discussion and Consideration of 2023 Tree Maintenance Bids
- 6. Discussion and Consideration of a Resolution Confirming the Appointment of Amanda Waugh as City Clerk
- 7. Discussion and Consideration of a Resolution Endorsing a Downtown Investment Grant Agreement with Isabella & Ed Santoro for 217 W. Main Street
- 8. Discussion and Consideration of an Agreement with Impressions Custom Computers, Inc.
- 9. Discussion and Consideration of a Housing Rehabilitation Program Forgivable Loan for 1027 E 3rd Street
- 10. Discussion and Consideration of a Housing Rehabilitation Contract for 1027 E 3rd Street
- 11. Discussion and Consideration of a Housing Rehabilitation Program Construction Agreement for 1027 E 3rd Street
- 12. Discussion and Consideration of a Anti-Kickback Statement for 1027 E 3rd Street
- 13. Discussion and Consideration of a Resolution Certifying an Internal Debt and Related Promissory Note Prairie Ridge
- 14. Discussion and Consideration of FY23 State TIF Report
- 15. Discussion and Consideration of a Resolution Obligating and Appropriating Urban Renewal Tax Revenue Funds for the Repayment of Eligible Debts for FY25
- 16. Discussion and Consideration of FY23 City of Washington Annual Financial Report
- 17. Discussion and Consideration of a Resolution Adopting the Official 2023 Fiscal Year

Street Financial Report

18. Discussion Regarding the Proposed Hotel Project and Possible City Economic Development Incentives

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)

CLOSED SESSION

• Closed session per Iowa Code 21.5(j) – To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

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 11-7-2023

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, Moore, Stigers and Youngquist. Absent: Rangel.

Motion by Stigers, second by Moore, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, November 7, 2023, be approved. Motion carried.

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, Airport Fuel System Repair, Pay App #1, \$32,652.92
- 6. Unified Contracting Services, Airport Fuel System Repair, 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., 12th 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, 1st 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 2nd, N 3rd and N 4th, \$8,928.00
- 33. Stevens Erosion Control, Inc., S 12th Seeding, \$4,925.00
- 34. The Tipsy 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

Moore asked that Item #35 be considered for separate consideration. Motion by Glinsmann, second by Earnest, to approve consent items 1-34 and item 36. Motion carried.

Motion by Moore, second by Glinsmann to approve item #35 pending fire inspection. Motion carried.

Motion by Stigers, second by Earnest to approve Hospice and Palliative Care to hang bows around the square during the month of November. Motion carried.

Motion by Earnest, second by Stigers to approve the Washington Chamber Fall Craft Fair for September 7, 2024. Motion carried.

Code Officer Anna Duwa presented the monthly nuisance report.

Presentation from the Public: None.

The claims were presented by Finance Director, Kelsey Brown. Motion by Moore, second by Glinsmann to approve claims for November 7, 2023. Motion carried.

Motion by Earnest, second by Glinsmann to approve a quote from TATPL for a single camera video detection system to be placed at E. Washington & S 4th Ave. Motion carried.

Motion by Glinsmann, second by Earnest to approve a quote from TATPL for a battery backup system for the traffic signal at E. Washington & S. 2nd Ave plus an extra \$500 if needed for extra battery life. Motion carried.

Motion by Glinsmann, second by Stigers to approve the Farm to Film Festival to use the City Council chambers as a venue for the film festival on April 20 & 21, 2024. Motion carried.

Motion by Moore, second by Glinsmann to approve a quote from D.J. Gongol & Associates, Inc. for a grit pump for the WWTP for \$8,185.10. Motion carried.

Motion by Moore, second by Stigers to approve a quote from Wis Fire & Safety Equipment, LLC for the purchase of a 2024 Foam Commander Trailer for the Washington Fire Department for \$72,015. Railroad funds will be used to pay for this. Motion carried.

Motion by Moore, second by Earnest to approve a Resolution Naming an Assistant Chief of Emergency Medical Service. This names Lacie Porter as the new Assistant Chief of Emergency

Medical Service. Roll Call: Ayes: Earnest, Glinsmann, Moore, Stigers and Youngquist. Nays: None. Motion carried. (Resolution 2023-096)

Motion by Moore, second by Glinsmann to approve a Resolution Approving the Memorandum of Understanding Between the Iowa Department of Revenue and City of Washington Regarding State Setoff Program. Roll Call: Ayes: Glinsmann, Stigers, Youngquist, Earnest and Moore. Nays: None. Motion carried. (Resolution 2023-097)

Motion by Moore, second by Earnest to approve a Resolution Authorizing and Approving a Lease Agreement with De Lage Landen for Six in-car computer systems for \$18,511.99. Roll Call: Ayes: Stigers, Youngquist, Earnest, Glinsmann and Moore. Nays: None. Motion carried. (Resolution 2023-098)

Motion by Moore, second by Glinsmann to approve a Resolution Authorizing Tax Abatement Under the Washington Urban Revitalization Plan for 211- 217 W. Main Street. Washington, Iowa. Roll Call: Ayes: Moore, Stigers, Youngquist, Earnest and Glinsmann. Nays: None. Motion carried. (Resolution 2023-099)

Motion by Moore, second by Glinsmann to approve a Housing Rehabilitation Program Forgivable Loan for 312 E. Main Street. Motion carried.

Motion by Moore, second by Glinsmann to approve a Construction Agreement for the Housing Rehabilitation Program with Manny's Eastern Iowa Roofing and Construction, LLC for 312 E. Main Street. Motion carried.

Motion by Moore, second by Glinsmann to approve a Rehabilitation Contract for the Housing Rehabilitation Program for 312 E. Main Street. Motion carried.

Motion by Moore, second by Stigers to approve an Anti-Kickback Statement for the Housing Rehabilitation Program for 312 E. Main Street. Motion carried.

Motion by Moore, second by Stigers to approve a Housing Rehabilitation Program Forgivable Loan for 424 E. Washington Street. Motion carried.

Motion by Moore, second by Glinsmann to approve a Bid Proposal for Housing Rehabilitation Program for 424 E. Washington Street for \$30,202.00. Motion carried.

Motion by Glinsmann, second by Moore to approve a Construction Agreement for the Housing Rehabilitation Program with Stumpf Construction Services, Inc. for 424 E. Washington Street. Motion carried.

Motion by Moore, second by Glinsmann to approve an Anti-Kickback Statement for the Housing Rehabilitation Program for 424 E. Washington Street. Motion carried.

Motion by Earnest, second by Moore to approve a Resolution Authorizing Fiscal Year End 2023 Transfers. Roll Call: Ayes: Stigers, Youngquist, Earnest, Glinsmann and Moore. Nays: None. Motion carried. (Resolution 2023-100)

Motion by Stigers, second by Earnest to approve Pay App #5 for the 2022 Washington Water Main Improvement Project (Cornerstone Excavating, Inc. \$599,833.80). Motion carried.

Motion by Earnest, second by Glinsmann to approve Change Order No. 3 for the East Adams Street Reconstruction Project (Cornerstone Excavating, Inc. \$21,717.40 increase). Motion carried.

Motion by Stigers, second by Moore to approve Pay App #7 for the East Adams Reconstruction Project (Cornerstone Excavating, Inc. \$34,885.63). Motion carried.

Department reports were presented.

Motion by Glinsmann, second by Stigers that the Regular Session held at 6:50 p.m., Tuesday, November 7, 2023, is adjourned at 6:40 p.m. Motion passed unanimously.

Deanna McCusker, City Administrator



Hali-Brite® Inc 1119 Madison Street Brainerd, MN 56401

Phone: (218)454-0956 Fax: (218)454-0972 Email: Sales@halibrite.com

INVOICE

Invoice Number: 40703

Invoice Date: Oct 23, 2023 Invoice Due: Nov 22, 2023

PO Number Verbal SO Number 55833

Bill To:

Washington Municipal Airport City of Washington P.O. Box 516 Washington, IA 52353

Ship to:

Washington Municipal Airport Attn: Kevin 319-461-0020 1625 South Airport Road Washington, IA 52353

Customer ID	Customer PO	Payment Terms	
IAWAAI	Verbal	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	
Nick Loreno	AEI	10/23/23	

Quantity	Item	Description	Unit Price	Amount
1.00	L802AL216	LED L802A AIRPORT BEACON HIGH INTENSITY, CL 2, 120 VAC 60Hz (HC 8530.80.0000 USA)	13,725.14	13,725.14
1.00	L801/802 Bird Spikes	LED model beacons bird spike option. Full row of large polycarbonate resin spikes running along each beacon head to deter birds. UV Stabilized, Clear.	83.87	83.87
1.00	L810 LED 120/240VAC	L810 OBSTRUCTION LIGHT, SINGLE, LED, IR, 120/240VAC, Dialight RTO-CR07-001 (HS 8530.80.0000 MEXICO)	322.40	322.40
		* Check with sales prior to shipping Beacon customer may Pick-up from shop. Per Kevin Erpelding 319-461-0020.		
		Subtotal		14,131.41
Credit Card paym		Sales Tax		11,101.11
subject to a 2% s	t to a 2% surcharge Freight Amount			386.00
Check/Credit Mer	mo No:	Total Invoice Amount		14,517.41
	normal Ti	Payment/Credit Applied		
All currency liste	d is in USD	TOTAL DUE:		14,517.41



LOAN STATEMENT

Telephone: 515.452.0400 Fax: 877.461.0904

City of Washington

215 E Washington Street Washington IA 52353

Attn: City Clerk

Statement Date 11/7/2023 Loan Number: D0544R Original Loan Amount \$219,000.00

Current Loan Balance:

\$188,000.00

Interest Rate:

1.75%

Annual Service Fee Rate

0.25%

Payment Due Date: 12/1/2023 Current Principal Due: \$0.00 Prior Principal Due \$0.00 Current Interest Due: \$1,645.00 Prior Interest Due \$0.00 Service Fee Due: \$235.00

Total Amount Due: \$1,880.00

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please email our SRF team at waterquality@iowafinance.com to request an ACH Authorization form. Complete the ACH Authorization form and email to waterquality@iowafinance.com at least one week before your payment is due and we will process the current amount due as well as future payments automatically.

Questions? Please contact Becky Wu at 800-432-7230 or Becky. Wu@IowaFinance.com

Keep upper portion for your records

D0544R



LOAN STATEMENT

Telephone: 515.452.0400 Fax: 877.461.0904 Statement Date 11/7/2023
Loan Number: D0431R
Original Loan Amount \$4,378,000.00

Current Loan Balance: \$3,441,000.00

Interest Rate: 1.75%
Annual Service Fee Rate 0.25%

City of Washington Attn: City Clerk 215 E Washington Street Washington IA 52353

Payment Due Date:

Current Principal Due:

Prior Principal Due:

Current Interest Due:

Prior Interest Due:

Service Fee Due:

Total Amount Due:

12/1/2023

\$0.00

\$0.00

\$30,108.75

\$0.00

\$4,301.25

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please email our SRF team at waterquality@iowafinance.com to request an ACH Authorization form. Complete the ACH Authorization form and email to waterquality@iowafinance.com at least one week before your payment is due and we will process the current amount due as well as future payments automatically.

Questions? Please contact Becky Wu at 800-432-7230 or Becky.Wu@IowaFinance.com

Keep upper portion for your records

D0431R



LOAN STATEMENT

Telephone: 515.452.0400 Fax: 877.461.0904

Statement Date 11/7/2023 Loan Number: CF0412R Original Loan Amount \$16,316,000.00

Current Loan Balance: \$10,493,000.00

Interest Rate: 1.75% 0.25%

City of Washington Attn: City Clerk Annual Service Fee Rate 215 E Washington Street Washington IA 52353 Payment Due Date: 12/1/2023

Current Principal Due: \$0.00 Prior Principal Due \$0.00 Current Interest Due: \$91,813.75 Prior Interest Due \$0.00 Service Fee Due: \$0.00 Total Amount Due: \$91,813.75

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please email our SRF team at waterquality@iowafinance.com to request an ACH Authorization form. Complete the ACH Authorization form and email to waterquality@iowafinance.com at least one week before your payment is due and we will process the current amount due as well as future payments automatically.

Questions? Please contact Becky Wu at 800-432-7230 or Becky. Wu@IowaFinance.com

Keep upper portion for your records

CF0412R



LOAN STATEMENT

Telephone: 515.452.0400 Fax: 877.461.0904 Statement Date
Loan Number: C0441R
Original Loan Amount \$3,000,000.00

Current Loan Balance: \$2,120,000.00

Interest Rate: 1.75%
Annual Service Fee Rate 0.25%

City of Washington Attn: City Clerk 215 E Washington Street Washington IA 52353

Payment Due Date:
Current Principal Due:
Prior Principal Due:
Solution
Current Interest Due:
Prior Interest Due:
Service Fee Due:
Total Amount Due:
12/1/2023
S0.00
\$18,550.00

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please email our SRF team at waterquality@iowafinance.com to request an ACH Authorization form. Complete the ACH Authorization form and email to waterquality@iowafinance.com at least one week before your payment is due and we will process the current amount due as well as future payments automatically.

Questions? Please contact Becky Wu at 800-432-7230 or Becky.Wu@IowaFinance.com

Keep upper portion for your records

C0441R



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Washington Washington Airport Commission Kevin Erpelding, Chairman 215 East Washington Washington, IA 52353 October 31, 2023

Project No:

0T5.125319

Invoice No:

0324307

Client Account:

WASHINGT CI IA

Washington Airport/Fuel System Repair

Refurbish and Link 2 Existing 10K Gallon Tanks

Design and Construction (001)

Fee

Total Fee

48,500.00

Percent Complete

100.00 Total Earned

48,500.00

Previous Fee Billing

48,015.00

Current Fee Billing

485.00

Total Fee

485.00

Total this Task

\$485.00

Total this Invoice

\$485.00

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



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

October 31, 2023

Project No:

0T5.128743

Invoice No:

0324230

Client Account:

WASHINGT_CI_IA

Washington/Airport-Install Solar Panels

WO #7

Construction Engineering (002)

Professional Services

. Total and a control of				
	Hour	s	Amount	
Project Manager	1.5	0	282.00	
Totals	1.5	0	282.00	
Total Labor				282.00
Billing Limits	Current	Prior	To-Date	
Total Billings	282.00	1,034.00	1,316.00	
Limit			1,150.00	
Adjustment				-166.00
		Total thi	is Task	\$116.00
		Total this I	nvoice	\$116.00

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



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 November 9, 2023

Project No:

7046.025

Invoice No:

0203901

Professional Services: October 1, 2023 through October 31, 2023

Project

7046.025

Bazooka Farmstar - Consultation

Total Labor

164.98

Total this Invoice

\$164.98

Outstanding Invoices

Number

Date

Balance

0202960

10/11/2023

411.61

Total

411.61

Contract Amount

10,000.00

Total Billings to Date

1,537.84



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

November 9, 2023

Project No:

7046.011

Invoice No:

0203900

Professional Services: October 1, 2023 through October 31, 2023

Project

7046.011

2021 Washington Water Main Improvements - Final Design

Fee

Total Fee

74,100.00

Percent Complete

100.00 Total Earned

74,100.00

Previous Fee Billing Current Fee Billing 74,100.00

Total Fee

0.00

Total this Project

0.00

Project

7046.012

2021 Washington Water Main Improvements - CDBG Grant Additional

Services

Total this Project

0.00

Project

7046.013

2021 Washington Water Main Improvements- Permitting

Total this Project

Total this Project

0.00

Project

7046.014

2021 Washington Water Main Improvements - Bidding

Fee

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

Total Fee

0.00

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

Page 1 of 3

	7046.011	vvasnington vvat	er Main - Final Design	Invoice	0203900
Project	7046.015	2021 Was	nington Water Main Im	provements - Easements	
				Total this Project	0.00
 Project	7046.016		 hington Water Main Im	provements - Property Survey	
Fee			3		
Total F	ee	14,000.00			
Percen	t Complete	100.00	Total Earned	14,000.00	
	•		Previous Fee Billing	14,000.00	
			Current Fee Billing Total Fee	0.00	0.00
			I Oldi Fee	T. A. 1 (1) . B	
				Total this Project	0.00
Project	7046.017	2021 Was	hington Water Main Im	provements - Topographic Surv	 ey
Fee					
Total F	ee	21,700.00			
Percen	t Complete	100.00	Total Earned	21,700.00	
			Previous Fee Billing	21,700.00	
			Current Fee Billing Total Fee	0.00	0.00
				Total this Project	0.00
				,	
	7046 019	2021 Was		parayaments - Construction Adm	
	7046.018	2021 Was	shington Water Main Im	provements - Construction Adm	
Fee			– – – – – – – – hington Water Main Im	provements - Construction Adm	inistration
Fee Total F	ee	69,200.00			inistration
Fee Total F		69,200.00	Total Earned	41,520.00	
Fee Total F	ee	69,200.00	Total Earned Previous Fee Billing Current Fee Billing		
Fee Total F	ee	69,200.00	Total Earned Previous Fee Billing	41,520.00 35,984.00	
Fee Total F	ee	69,200.00	Total Earned Previous Fee Billing Current Fee Billing	41,520.00 35,984.00	
Fee Total F Percer	ee t Complete	69,200.00	Total Earned Previous Fee Billing Current Fee Billing	41,520.00 35,984.00 5,536.00	5,536.00
Fee Total F Percer	ee t Complete ng Invoices	69,200.00 60.00	Total Earned Previous Fee Billing Current Fee Billing Total Fee	41,520.00 35,984.00 5,536.00	5,536.00
Percer	ee t Complete	69,200.00	Total Earned Previous Fee Billing Current Fee Billing	41,520.00 35,984.00 5,536.00	5,536.00
Fee Total F Percer	ee t Complete ng Invoices Number	69,200.00 60.00 Date	Total Earned Previous Fee Billing Current Fee Billing Total Fee Balance	41,520.00 35,984.00 5,536.00	5,536.00
Fee Total F Percer	ee It Complete Ing Invoices Number 0202959	69,200.00 60.00 Date 10/11/2023	Total Earned Previous Fee Billing Current Fee Billing Total Fee Balance 2,076.00 2,076.00 shington Water Main In	41,520.00 35,984.00 5,536.00	5,536.00 \$5,536.00

Project	7046.011	Washington Water	Main - Final Design	1	Invoice	0203900
Total F	ee	7,600.00				
Percei	nt Complete	0.00 To	tal Earned		0.00	
	5-10-00 (0000-0000 - 5-15 energy (1007)	Pr	revious Fee Billing		0.00	
		Cı	urrent Fee Billing		0.00	
		To	otal Fee			0.00
				Total this Project		0.00
				Total this Project		0.00
Outstandi	ng Invoices					
Outstandi	ng Invoices Number	Date	Balance			
Outstandi		Date 10/11/2023	Balance 87.75			
Outstandi	Number					



PROJECT STATUS REPORT

2022 Washington Water Main Improvements

Aspen Business Park 414 South 17th Street, Suite 107 Ames, Iowa 50010

DATE:

November 8, 2023

TO:

Deanna McCusker

City Administrator City of Washington

215 East Washington St. Washington, IA 52353

RE:

2022 Washington Water Main Improvements Project

FOX Strand PN: 7046.011 (3424-20B)

DELIVERY:

USPS

ITEMS:

October Invoice

COMMENTS:

The attached invoice includes work completed for the 2022 Washington Water Main Improvements Project as follows:

Construction Administration (7046.018)

- 1. Review of pay application from Contractor.
- 2. Progress meeting agenda and attendance at progress meeting.
- 3. Coordination of project construction with contractor and city staff.
- 4. Review and discussion of CPR 4 and 5 with city staff and contractor.

If you have questions or concerns, please contact me.

Thank You,

Steven P. Soupir, P.E., CFM

Project Manager



Applicant

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

DODICI, Inc.

Cafe Dodici

(319) 653-4012

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

120-122 S Iowa Ave

Washington

Washington

52353

MAILING ADDRESS

CITY

STATE

ZIP

120-122 S Iowa Ave

Washington

Iowa

52353

Contact Person

NAME

PHONE

EMAIL

Melinda Lord

(319) 461-6301

accounting@cafedodici.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

LC0033534

Class C Retail Alcohol License

12 Month

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

Dec 1, 2023

Nov 30, 2024

SUB-PERMITS

Class C Retail Alcohol License



ALCOHOLIC BEVERAGES State of Iowa Alcoholic Beverages Division

PRIVILEGES

Catering, Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Alessandro Scipioni	Washington	Iowa	52353	Owner	30.00	Yes
Lorraine Williams	Washington	Iowa	52353	Owner	30.00	Yes
Tsalika Drown	Washington	lowa	52353	Owner	40.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

West Bend Mutual Insurance Company

Dec 1, 2023

Dec 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION

DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE

DATE

TEMP TRANSFER EXPIRATION

DATE

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

P.O. Box 516 215 E. Washington St. Washington, IA 52353 319-653-6584 Fax Only 319-653-5273

NOTIFICATION FORM – LIQUOR/BEER/CIGARETTE/DANCE

	LICENSE REN	EWALS	
Business Name: Dodici, Inc			
Business Address: 120 - 122 S. I	owa Avenue		
App # : App-1 88 962			
Type of License: New: Permanent Premise Tran Beer/Wine Permit: Liquor License: Class C Automatic Renewal: Cigarette License: Dance Permit:	sfer:	Special Five-Day: ense	Amendment:
Sunday Sales: *Sunday sal additional fee. You are no longer requi Living Quarters: Outdoor Service Area: X Catering Privilege: X	ired to choose Sunday So	1 0	
Date of Council Meeting: Nove	ember 21, 2023		
Police: DCI background Police Chief sign off	check and or local	background check: . Date	

No:

. Date ____.

Fire: fire inspection done: Yes:
Fire Chief sign off

THE CITY OF WASHINGTON

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P.O. Box 516 215 E. Washington St. Washington, IA 52353 319-653-6584 Fax Only 319-653-5273

NOTIFICATION FORM – LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: Dodici, Inc
Business Address: 120 - 122 S. Iowa Avenue
App # : App-1 88962
Type of License: New: Renewal: X Special Five-Day: Amendment: Permanent Premise Transfer: Beer/Wine Permit:
Liquor License: Class C Retail Alcohol License Automatic Renewal: Cigarette License:
Dance Permit: Sunday Sales: *Sunday sales are now an inherent privilege included in your license type with n additional fee. You are no longer required to choose Sunday Sales as a separate privilege. Living Quarters:
Outdoor Service Area: X Catering Privilege: X
Date of Council Meeting: November 21, 2023
Police: DCI background check and/or local background check: Yes: No: Police Chief sign off Date
Fire: fire inspection done: No: No: Date 1/15/23



Washington Police Department

James Lester, Chief of Police 215 East Washington Street Washington, Iowa 52353

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

Rhonda Hill Administrative Assistant

Lyle Hansen Lieutenant

Shamus Altenhofen Lieutenant

> Jason Chalupa Sergeant

Benjamin Altenhofen Sergeant

Brian Van Willigen Investigator

> Eric Kephart K-9 Handler

Seth Adam Police Officer

Mia Brdecka Police Officer

Colton Schneider Police Officer

Devin Fraise Police Officer

Activity Report October 2023

October was a busy month with 455 calls for service, including a shooting incident that kept officers busy for several days and included assistance from the Iowa Division of Criminal Investigation (DCI) and the Sheriff's Office. A suspect was identified quickly, and the investigation continues.

Our monthly staff meeting included a presentation from Assistant County Attorney Jen Lerner on OWI investigations and an implied consent and field sobriety test review with Investigator/DRE/SFST Instructor VanWilligen.

Officer Adam attended an Iowa CARES animal cruelty investigations workshop and Investigator VanWilligen attended a training on Drug Diversion in Long Term Care Facilities. Lt. Altenhofen presented on vapes and drugs to Washington Middle School students.

Investigator VanWilligen assisted with OWI scenarios at the Iowa Law Enforcement Academy (ILEA), Officer Brdecka assisted with ILEA domestic violence scenarios and Chief Lester assisted ILEA with emergency medical practical testing.

All officers also participated in an in-service training conducted by ILEA on Stop Stick deployment.

Respectfully submitted,

Jim Lester Chief of Police

Washington Police Department

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

2023 Activity & Offense Report

For the Month of: October

ACTIVITY	Previous Month	Current Month	Year - to - Date
Calls For Service	439	455	4146
Animal Calls	23	21	213
Traffic Citations / Warnings	24	75	257
Parking Tickets	10	12	97
Golf Cart Registrations	0	0	19
Vehicle Unlocks	24	37	266
Arrest Warrants Served	11	8	77
Search Warrants Served	2	4	18
Mental Health Crisis	16	14	163
Traffic Stops	56	119	536
Traffic Accidents	17	15	156
Arrests	35	27	266
Reportable Offenses	55	44	533
Assault	3	8	56
Burglary	5	. 3	29
Burglary to Motor Vehicle	1	0	22
Domestic Assault	1	4	14
No Contact Order Violation	3	0	14
Criminal Mischief/Vandalism	8	4	61
Drunkenness (Intoxication)	5	2	20
Driving Intoxicated (OWI)	2	0	15
Drug Offense	1	0	16
Drug Paraphernalia	1	1	6
Harassment/Intimidation	0	2	19
Sex Offense	0	2	9
Theft (Includes Shoplifting)	11	13	112
Trespass	1	2	11
Weapons Violation	0	1	4

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

MAINTENANCE & CONSTRUCTION DEPT. REPORT 10-28-23/11-10-23

STREETS: Personnel kept the leaf vac operating throughout the town. Personnel poured 18 yards of concrete on 250th St. The street sweeper made it halfway around town. Personnel painted "DO NOT ENTER" on 3rd Ave adjacent to City Hall.

WATER DISTRIBUTION: Personnel replaced a 6 inch gate valve located at North Ave F-West 2nd St. Personnel continued on the 6 inch water main on 250th St. Personnel assisted Cornerstone on shutting down the water main for they're last two tie-ins. Personnel continued on the water main on 250th St, getting 120 ft laid. Turned off numerous water services for snow birds.

SEWER COLLECTION: Personnel flushed and televised the sanitary sewer on South 2nd Ave between Monroe St and Jackson St.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced PD 009, got MWRAP fired up for the sale.

OTHER: Personnel responded to 43 One Call Locates. Personnel hauled numerous loads of spoil away from the shop. Road rock clean rock were hauled back to the material storage shed. Yard waste route continued, two more weeks til it concludes.

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

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



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

October 2023 Activity Report

Structure fires- 1
Vehicle Fires - 0
Weather related- 0
Mutual aid assists- 2
Hazardous Incidents- 1
Grass fires- 1
Investigate/good intent- 4
Rescue/accidents- 4
Medical- 87
October calls for service- 100

January - October 2023 Calls for service.

Fire/Rescue calls – 150 Medical calls – 717 Total calls – 867

EMS Continues to be busy with 87 calls for service in October. We had a report of 1 structure fire in October. It was at 841 W. Monroe Street, a multi-unit facility. There was one injury, which was the occupant of an apartment. This fire was caused by smoking and was deemed accidental. The damage was significant. We responded to 4 vehicle accidents in October. WAFD responded to 2 mutual aid requests from surrounding departments. One was a structure fire with Wellman Fire in the city of West Chester. Crews did an awesome job on all these calls.

October training was held on October 18th. Crews trained on LP fires. The State of Iowa brought their LP fire prop down for us to use and provided the instructors. This was our last mandatory drill of the year that the members are required to make. Members also assisted with fire prevention the week of 10/9 thru 10/13. We attended and presented at Lincoln, Stewart & St James Schools. Operation EDITH on Wednesday night was a success, and we counted 708 porch lights, which is 10 more than last year. Overall, it was a successful week.

I attended numerous staff meetings and fire meetings. Full time staff continues to be busy responding to EMS & fire calls, fire inspections, rental inspections, and normal duties around the fire station. Meetings were held with full-time staff to discuss the foam trailer. I made a change at Asst Chief of EMS, which is now Lacie Porter. She begins her duties on 12/1/2023.

We are still looking for EMS medical members to join our EMS unit. Please send them to the fire department if they wish to apply.

We are here and ready to respond.

Brendan S. DeLong

Fire Chief

Washington Fire Department

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

Water Plant Operations: We had high flows at the beginning October due to Bazooka filling up their pond. September was our highest usage month of the year; we used about 2.2 million less gallons of water in October compared to September. I submitted our September MOR to the DNR. We read water meters, book 7, our monthly extra meter list, all unread meters, and rereads. We changed 11 water meters in October. We got our bulk order of water meters delivered. Buying in bulk is the way to go from here on out, it saves the city thousands of dollars. We collected our routine monthly bacteria samples and the results were absent. We collected and delivered our Sodium sample; this is the last special sample for the year. We handed out lead and copper results. Bulk chemicals were filled. We recorded our monthly well levels. We changed bag filters. We changed the quill at our chlorine injection point. We also changed the tubing and cleaned the strainer on the chlorine injection line. We have been taking calls, texts, emails, and on-site inspections for lead service line inventory. We had 3 apartments on the shut off list and all 3 are back on. We watered our trees for the last time this month. We got 4 new tires on our truck. All American Pest Control sprayed the plant. They do this every 3 months.

Street/Traffic Lights: Franzen electric fixed 2 downtown street lights that were not working. I typed a memo for Nov 7th council meeting on traffic light upgrades. I put in an order for traffic light inventory.

Operators: Will and I both split up weekend duties evenly. We both try to carry the on-call phone evenly. Will and I both attended a safety meeting. I attended a IRWA conference in Dubuque, this is training, and how us operators get our required continuing education hours. Will attend an IRWA training in the Amania's.

Meetings attended: Weekly staff meetings, 1 on 1 with Deanna, met with some sales reps, met with an IAMU and IRWA rep and met with IRWA-John Lins with Deanna, Jeff, and JJ about back flow prevention.

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

Thanks, stay safe!

Kyle Wellington

Water Treatment Superintendent

WWTP report November 21st, 2023 Council meeting

- After hour alarm and dog call outs –
 11-6-23 Dog call to 1117 East Main @ 5:30p.m. Andrew
 11-10-23 Dog call to 505 East 5th St @ 9:00 p.m. Andrew
- Dept Head meetings –November 14th, 21st
- **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.
- **U.V. Disinfection-**The two U.V. disinfection banks of bulbs have been removed for the winter. Disinfection is not required November 15th –April 15th
- WWTP October 2023, Discharge Monitoring Report (DMR) Average daily flow .896 million gallons (mg), maximum daily flow 1.503 mg, minimum daily flow .606 mg. There were zero (0) violations of the WWTP's NPDES discharge permit. Total precipitation for October = >2.99" (recorded at the WWTP).

CBOD5 removal 85% required	result = 99.1 %
Influent CBOD5 monthly total =	773.6 mg/L
Effluent CBOD5 monthly total =	6.69 mg/L
TSS removal 85% required	result =96.6%
Influent TSS monthly total =	1682 mg/L
Effluent TSS monthly total =	56.8 mg/L

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

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

Jason Whisler 11/17/2023 8:00 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; sallyhart@washingtoniowa.gov

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

1.	APPLICANT INFORMATION
	Name/Event: Mama Hamas Born/Carriage Rides after Lighted
	Coordinator: Karisa Mellinger
	Contact Number: 319-541-9710
	Email Address: Nella mamallamas barn
2.	EVENT INFORMATION
	Event Description: Mama Hamas Barn is offering horse drawn Carnage Rides around the Square in Sync With
	the Events with MSW. lighted parade
	Days/Dates of Event: 11 25 23
	Time(s) of Event: (Include Set Up/Tear Down Time) (30 pm (afler parade - 80m)
	Event Location:
	Will event require an alcohol license or require modification of an existing license?YesNo
3.	REQUEST INFORMATION (Check All Applicable Items) If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.
	Temporarily close a street for a special event (specify street, times, and indicate on map:)
	Description: Same as lighted purade w/ msw.
	Verpclosed Until 860pm - Square
	Method of Notification for businesses/downtown residents (if applicable):
	I Will get in touch with Sam meyer, 4
	Should be okay, most is closed."

	Other Requests	
	Temporarily park in a "No Parking" area	Use of gators/UTV/ATV on City streets
	location:	(2000) 81 88 980 98
	Use of City Park (specify park:	Parade (attach map of route and indicate
	Electrical Needs:	streets to be closed)
	Walk/Run (attach map of route and indicate	Tent(s) to be used – over 400 sq ft or canopies
	streets to be closed)	over 1,000 sq ft
	Fireworks (specify location :)	Other (please specify :)
4.	ITEMS REQUESTED FROM THE CITY OF WASHINGTON	
	Street barricades	Yield signs for crosswalks
	Emergency "No Parking" Signs	Garbage/Recycling Barrels
	Traffic cones	Street Sweeping following (parades)
	Picnic Tables NOT COOTTON NEW PULL	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 including trash removal from the site unless special arrar Shop dumpster at Sunset Park). Will additional restrooms be brought to the site?(General guideline of 1 restroom/100 people)	yes No If yes, how many?
	Will handwashing/hand sanitizer stations be provided?	Yes No If yes, how many?)
	Contact Person:	Phone:
7.	INSURANCE For events requiring an alcohol license, the minimum a policy shall be \$2,000,000 general aggregate, \$1,000,000. The minimum limits for the liquor liability policy shall be property, the minimum amount of coverage for the ger of proper insurance coverage must be submitted prior to Council may require certificate of insurance with City list.	opersonal injury and \$1,000,000 each occurrence. e \$500,000. For all other events held on public heral liability insurance policy will be \$500,000. Proof to City Council consideration of the application. City sted as "additional insured" if deemed necessary.
	Certificate of insurance provided and accep	oted Certificate of Insurance not required

AGREEMENT

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

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

Applicant/Sponsor Signature

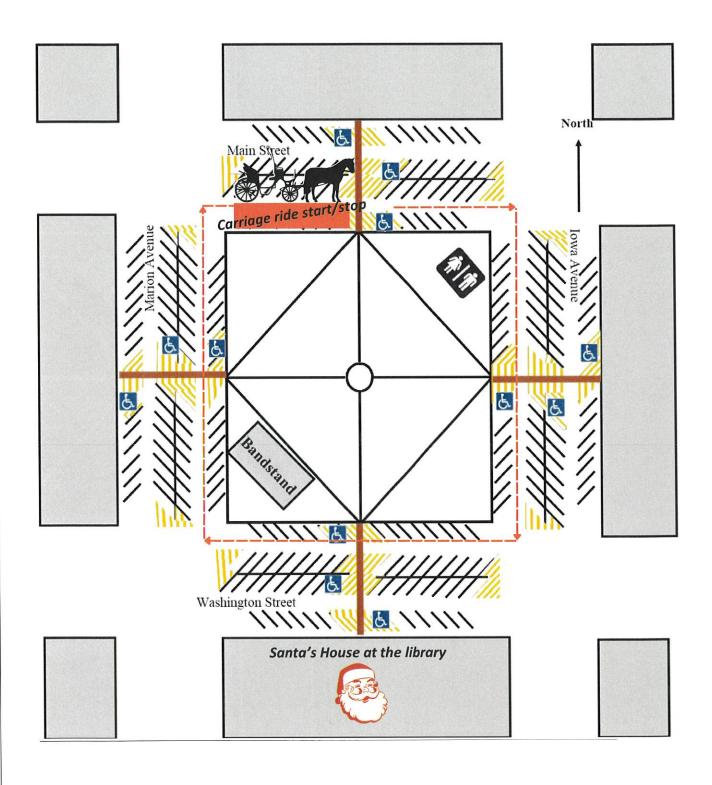
Date

DEPARTMENT APPROVALS

The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration						
City Clerk (Liquor License	Sally Y. Hart s)	319-653-6584 ext 131	sallyhart@washingtoniowa.gov			
Police Chief Comments/Re	Jim Lester estrictions:	319-458-0264	Som Mathy Sou			
Fire Chief Comments/R	Brendan DeLong estrictions:	319-461-3796	bdelong@washingtoniowa.gov EMCU EXTENDED			
Streets Comments/R	JJ Bell estrictions:	319-653-1538	jjbell@washingtoniowa.gov ≺			
Parks Comments/R	Nick Pacha estrictions:	319-321-4886	npacha@washingtoniowa.gov			
County Environmental Health (if serving food): Jason Taylor; 319-461-2876; <u>itaylor@co.washington.ia.us</u> Comments/Restrictions:						
	in advance of City Clerk (Liquor License Comments/R Police Chief Comments/R Fire Chief Comments/R Streets Comments/R Parks Comments/R County Enviror Jason Taylor; 3	in advance of City Council con City Clerk Sally Y. Hart (Liquor Licenses) Comments/Restrictions: Police Chief Jim Lester Comments/Restrictions: Fire Chief Brendan DeLong Comments/Restrictions: Streets JJ Bell Comments/Restrictions: Parks Nick Pacha Comments/Restrictions: County Environmental Health (if Jason Taylor; 319-461-2876; jtay)	in advance of City Council consideration. City Clerk Sally Y. Hart 319-653-6584 (Liquor Licenses) ext 131 Comments/Restrictions: Police Chief Jim Lester 319-458-0264 Comments/Restrictions: Fire Chief Brendan 319-461-3796 DeLong Comments/Restrictions: Streets JJ Bell 319-653-1538 Comments/Restrictions: Parks Nick Pacha 319-321-4886 Comments/Restrictions: County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washingtor			

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

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



1			
1			
1			
1			
1			
1			
1			
l			
1			
1			
1			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/23

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

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

Jared TeBockhorst c/o FBL Financial Group Inc.				(A/C,	PHONE (A/C, No, Ext): (319) 846-2100 FAX (A/C, No):				
409 Creekside Dr				E-MA ADDI	E-MAIL ADDRESS:				
PO Box 310 Fairfax, IA 52228					INSURER(S) AFFORDING COVERAGE				
3.10893310				INSU	RERA: Farm Bur	reau Property & C	asualty Insurance Company	13773	
INSURED			INSU	INSURER B:					
	MA LLAMAS BARN LLC W MAIN ST			INSU	INSURER C:				
	SHINGTON, IA 52353-2003			INSU	INSURER D:				
				INSU	RER E :				
				INSU	RER F:				
				NUMBER:			REVISION NUMBER:		
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE				NT, TERM OR CONDITION OF A THE INSURANCE AFFORDED B	DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EBEEN REDUCED BY PAID CLAIMS.				
INSR LTR		ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			CPP6080109	08/01/2023	08/01/2024	EACH OCCURRENCE \$ DAMAGE TO RENTED	1,000,000	
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) \$	100,000	
							MED EXP (Any one person) \$	5,000	
							PERSONAL & ADV INJURY \$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	2,000,000	
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$	2,000,000	
	OTHER:						\$		
	AUTOMOBILE LIABILITY		П				COMBINED SINGLE LIMIT (Ea accident) \$		
	ANY AUTO		_				BODILY INJURY (Per person) \$		
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$		
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$		
	7.0.00 0.12						\$		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$		
	DED RETENTION \$						\$		
WORKERS COMPENSATION							PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT \$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			ш				E.L. DISEASE - EA EMPLOYEE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$		
DES	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ACORE	0 101, Additional Remarks Schedule, m	ay be attached if mo	ore space is requ	ired)		
								V	
CERTIFICATE HOLDER CANCELLATION									
CITY OF WASHINGTON 215 E WASHINGTON STREET WASHINGTON , IA 52353				1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
				AUG	HORIZED REPRESI	FNTATIVE	^		
				Jon S	Swartz, Underwriting V	ice President	J- 5-5		
_						4000 2046	ACORD COPPORATION All	ighte recomind	



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@washingtoniowa.gov

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

1.	APPLICANT INFORMATION Name/Event: 5 SIDS
	Coordinator:
	Contact Number: 319-541-0411
	Email Address: 18Sips Egmail Com
2.	Event Description: Holiday Shopping Event et
	Aurposefully John
	Days/Dates of Event: 11/25 (Then moving to
	Time(s) of Event: (Include Set Up/Tear Down Time) SAM - 4pm Holiday of Lights V)
	Event Location: <u>Purp Setuly</u> for - Outfront of Store
	Will event require an alcohol license or require modification of an existing license?YesNo
3.	REQUEST INFORMATION (Check All Applicable Items) If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.
	Temporarily close a street for a special event (specify street, times, and indicate on map:)
	Description:
	Method of Notification for businesses/downtown residents (if applicable):

Other Requests Temporarily park in a "No Parking" area	Use of gators/UTV/ATV on City streets
location:	
Use of City Park (specify park : Electrical Needs:	Parade (attach map of route and indicate streets to be closed)
Walk/Run (attach map of route and indicate streets to be closed)	Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
Fireworks (specify location :)	Other (please specify :)
4. <u>ITEMS REQUESTED FROM THE CITY OF WASHINGT</u>	<u>ON</u>
Street barricades	Yield signs for crosswalks
Emergency "No Parking" Signs	Garbage/Recycling Barrels
X Traffic cones -3 Cones	Street Sweeping following (parades)
Picnic Tables	Other (please specify :)
and the second of the second o	
5. SOUND SYSTEMS Please indicate if the following wil	be used (verify availability with Parks Dept):
Amplified Sound/Speaker System	Recorded/Live Music
Public Address System	If so: BMI/ASCAP License obtained?
	n-up of the event area immediately following the event, arrangements are made (event trash may be hauled to Parks Yes No
Will handwashing/hand sanitizer stations be provided	led? Yes No If yes, how many?)
Contact Person:	Phone:
Contact Person:	
	Z Section 2
7. INSURANCE	
policy shall be \$2,000,000 general aggregate, \$1,000. The minimum limits for the liquor liability policy sha property, the minimum amount of coverage for the	general liability insurance policy will be \$500,000. Proof
Council may require certificate of insurance with Cit	ior to City Council consideration of the application. City y listed as "additional insured" if deemed necessary.
Certificate of Insurance provided and a	cceptedCertificate 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 abovereferenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the codes, rules, regulations, terms and conditions established by the City of Washington, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN

POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

DeLong

JJ Bell

Nick Pacha

Comments/Restrictions:

Comments/Restrictions:

Comments/Restrictions:

Streets

Parks

Applicant/Sponsor Signature DEPARTMENT APPROVALS The applicant is responsible for coordinating with all applicable departments Indicate Date Contacted in advance of City Council consideration. Sally Y. Hart 319-653-6584 sallyhart@washingtoniowa.gov City Clerk ext 131 (Liquor Licenses) Comments/Restrictions: Police Chief Jim Lester 319-458-0264 ilester@washingtoniowa.gov Comments/Restrictions: Fire Chief Brendan 319-461-3796 bdelong@washingtoniowa.gov

County Environmental Health (if serving food):
Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us
Comments/Restrictions:

CITY COUNCIL APPROVAL

319-653-1538

319-321-4886

iibell@washingtoniowa.gov

npacha@washingtoniowa.gov

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

the terms and conditions of the policy, ce	rtain poli	icies may require an en	dorsement. A	A staten	nent on this	SUBROGATION IS WAIVE certificate does not confer	ngnto to the
certificate holder in lieu of such endorser	nent(s).		CONTACT Ba	rbara W	ood		
PRODUCER				319.461	8808	FAX (A/C, No):	
			E-MAIL bar	rbara@t	hmutual.com		
Associated Insurance Services				INSU	RER(S) AFFORD	ING COVERAGE	NAIC#
Associated insurance defines			INSURER A : G	rinell M	utual		
NSURED			INSURER B :				
	ayland Ro	oad, Wayland, IA 52654	INSURER C :				
			INSURER D :				
			INSURER E :				
			INSURER F:			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY RECONSTRUCTED OR MAY PROCEED OR MAY PROCED OR MAY PROCEED OR MAY PROCED OR MAY PRO	OF INSURA	THE INSURANCE AFFORD	DED BY THE P	OLICIES ED BY F	THE INSURED OR OTHER DO DESCRIBED PAID CLAIMS.	NAMED ABOVE FOR THE P	POLICY PERIOD TO WHICH THIS LL THE TERMS,
MAD I	NSD WVD	POLICY NUMBER	PULIC	OI EFF	POLICY EXP (MM/DD/YYYY)	LIMITS	1,000,000
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- POLICY PRO- DESCRIPTION S CLAIMS-MADE OCCUR SCHEDULED AUTOS AUTOS AUTOS NON-OWNED AUTOS AUTOS VMBRELLA LIAB CLAIMS-MADE DED RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		0001049908	02/3	25/23	02/25/2024	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE AGGREGATE \$ PER PER OTH- STATUTE \$	100,000 5,000 1,000,000 2,000,000 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI Mobile coffee/drink truck CERTIFICATE HOLDER	CLES (ACO	RD 101, Additional Remarks Sch	CANCEL SHOUL	LATIO	N DF THE ABOVE	E DESCRIBED POLICIES BE CONTICE WILL LICY PROVISIONS.	ANCELLED BEFOR

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CITY OF WASHINGTON, IOWA CLAIMS REPORT NOVEMBER 21, 2023

POLICE	AMAZON CAPITAL SERVICES COBB OIL CO, INC. FRAISE, DEVIN GALLS LLC GLOCK PROFESSIONAL, INC. IOWA PEACE OFFICERS ASSOCIATION MIDWEST ALARM VERIZON WIRELESS WASH CO TREASURER	EVIDENCE ROOM/OFFICE SUPPLIES FUEL MILEAGE TO ILEA UNIFORM-CHALUPA TRAINING-ALTENHOFEN/BRDECKA MEMBERSHIP-JIM LESTER FIRE ALARM- SERVICE & INSP WIRELESS SERVICE VEHICLE REGISTRATION STOPS TOTAL	106.74 1,834.52 238.42 206.01 500.00 30.00 574.32 809.03 20.00 4,319.04
FIRE	ALL AMERICAN PEST CONTROL ARNOLD MOTOR SUPPLY CENTRE STATE INTERNATIONAL CINTAS CORP LOC. 342 COBB OIL CO, INC. FELD FIRE HIWAY SERVICE CENTER IMPRESSIONS COMPUTERS, INC MIDWEST ALARM RELIANT FIRE APPARATUS TOYNE INC VERIZON WIRELESS	PEST CONTROL PARTS E-Z REPAIR TOWEL SERVICE FUEL FOAM PARTS COMPUTER MAINTENANCE FIRE ALARM- SERVICE & INSP LIGHT DOME ANNUAL TESTING-FIRE TRUCKS WIRELESS SERVICE TOTAL	32.50 432.13 616.95 206.26 671.97 567.00 489.07 80.00 574.32 217.67 1,840.50 120.03 5,848.40
EMS	IEMSA	TRAINING TOTAL	340.00 340.00
DEVELOPMENT SERVICES	VERIZON WIRELESS WASHINGTON COUNTY SHERIFF	WIRELESS SERVICE NOTICE SERVED TOTAL	179.27 32.00 211.27
AIRPORT	VERIZON WIRELESS	WIRELESS SERVICE TOTAL	46.42 46.42
LIBRARY	ACE-N-MORE ALL AMERICAN PEST CONTROL ALLIANT ENERGY AMAZON CAPITAL SERVICES AMERICAN LIBRARY ASSOCIATION ARSL BAKER & TAYLOR CARSON PLUMBING & HEATING SRVS INC CENGAGE LEARNING INC/GALE CENTRAL IOWA DISTRIBUTING CINTAS CORP LOC. 342 DEMCO INC FAREWAY STORES KCTC WCDC INC	JANITORIAL SUPPLIES PEST CONTROL ALLIANT ENERGY DVD ALA MEMBERSHIP RENEWAL MEMBERSHIP RENEWAL LIBRARY MATERIALS WATER HEATER REPLACEMENT LIBRARY MATERIALS JANITORIAL SUPPLIES MAT SERVICE BOOK PROCESSING SUPPLIES PROGRAM SUPPLIES PHONE & INTERNET WINDOW WASHING TOTAL	19.58 40.00 1,841.69 19.96 247.00 50.00 1,696.14 1,118.00 47.98 96.00 102.64 363.50 5.99 781.59 40.00 6,470.07
PARKS	ALLIANT ENERGY CINTAS FIRST AID & SAFETY COBB OIL CO, INC. COBB OIL CO., INC-BP ONE TRIP EASTERN IOWA CHIROPRATIC CENTRE, PC JOHN DEERE FINANCIAL KALONIAL LAWN CARE MIRACLE REC. EQUIPMENT CO VERIZON WIRELESS WASHINGTON DISCOUNT TIRE WASHINGTON LUMBER	ALLIANT ENERGY FIRST AID SUPPLIES FUEL FUEL EMPLOYEE SCREENINGS MOWER OIL/OIL FILTER SPRAY ATHLETIC FIELDS PLAYSET- TOUCH UP PAINT WIRELESS SERVICE REPAIR LAWNMOVER TIRE DOOR SWEEP TOTAL	1,382.70 58.26 517.47 33.34 45.00 86.40 1,450.00 55.85 40.01 18.37 18.99 3,706.39
POOL	ACCO	POOL WINTERIZATION TOTAL	1,938.50 1,938.50
CEMETERY	ACE ELECTRIC. INC	ELECTRIC TO SHOP	4,074.77

	IOWA TREASURER OF ST VERIZON WIRELESS	UNCLAIMED PROPERTY WIRELESS SERVICE TOTAL	236.01 46.42 27,983.61
WATER DISTRIBUTION	ALLIANT ENERGY BOUND TREE MEDICAL, LLC CINTAS FIRST AID & SAFETY COBB OIL CO, INC. DIAMOND BLADE WAREHOUSE DOUDS STONE LLC IDEAL READY MIX JOHN DEERE FINANCIAL VERIZON WIRELESS	ALLIANT ENERGY DEFIB PADS FIRST AID SUPPLIES FUEL SUPPLIES ROADSTONE 5TH & 9TH/W MAIN&N F AVE WINDOW FOR BACKHOE WIRELESS SERVICE TOTAL	40.90 18.99 54.81 266.87 305.68 1,863.67 1,570.00 285.12 46.42 4,452.46
SEWER PLANT	ALLIANT ENERGY COBB OIL CO, INC. EASTERN IOWA CHIROPRATIC CENTRE, PC IA DEPT OF REVENUE IGRAPHIX, INC TIFCO INDUSTRIES USA BLUEBOOK VERIZON WIRELESS WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY FUEL EMPLOYEE SCREENINGS SALES TAX H2S METER SHIPPING GLOVES LAB VACUUM PUMP WIRELESS SERVICE NOVEMBER SERVICE TOTAL	12,211.31 310.96 45.00 2,210.40 17.10 214.75 986.21 92.84 57.42 16,145.99
SEWER COLLECTION	ALLIANT ENERGY COBB OIL CO, INC. SCHIMBERG CO. TREASURER STATE OF IOWA ULINE VERIZON WIRELESS WELLINGTON, EARL	ALLIANT ENERGY FUEL PARTS MACQUEEN EQUIP-UNCLAIMED PROP PART WIRELESS SERVICE TOOLS AND EQUIPMENT TOTAL	749.82 609.33 285.76 1,786.23 15.50 84.43 363.75 3,894.82
SELF INSURANCE	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE TOTAL	341.53 341.53
		TOTAL	178,185.31

RESOLUTION NO. 2023-

A RESOLUTION APPROVING VOLUNTARY ANNEXATION OF CERTAIN PROPERTIES

WHEREAS, property owners, DW Developments, LLC have petitioned for voluntary annexation of certain properties adjoining the current boundary line into the city limits of Washington, Iowa, said territory not being within an urbanized area; and,

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

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

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

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

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

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

PASSED AND APPROVED this 21st day of November, 2023.

	Millie Youngquist, Mayor Pro Tem
ATTEST:	
Kelsey Brown, Deputy City Clerk	

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF WASHINGTON, IOWA

COMES NOW the undersigned owners of the below described real estate to hereby make application to
the City of Washington, Iowa, for annexation of land to the existing city limits of the City of Washington.
Attached as Exhibit A hereto is a plat of the area, with the proposed annexation parcel boldly outlined.

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

Signed this <u>Broday</u> of <u>October</u>, 2023.

As to Exhibit B:

As to Exhibit C:

By: President

Exhibit B

Auditor's Parcel "W," a parcel of land being a part of the Southwest Quarter of the Southeast Quarter, as shown in Plat Book 31, Page 0328, in Section 16, Township 75 North, Range 7 West of the 5th P.M., in Washington County, Iowa.

Exhibit C

Beacon[™] Washington County, IA



Parcel ID 1116400066 Sec/Twp/Rng 16-75-07

Property Address 2471 HWY 92

WASHINGTON

WATWS

District **Brief Tax Description**

16 75 07 PAR W SW1/4 SE1/4

(Note: Not to be used on legal documents)

Class

Acreage n/a

R

Owner Address DW DEVELOPMENTS, LLC

2321 263RD ST

WASHINGTON, IA 52353

Date created: 10/26/2023

Last Data Uploaded: 10/26/2023 2:41:56 AM

Developed by Schneider



Printed: Nov 9, 2023 2706 275th Ave, De Witt, IA 52742-9435

Phone: (563) 370-9661

Owner Info

WASHINGTON PUBLIC LIBRARYFOUNDATION PO BOX 516 Washington, la 52353

Job Info

115 W Washington Street Washington, IA 52353

Change	Order	ID
		•

0001

Washington Public Library FEH Design # 2023202

COID	Created / Approved Date		Price
0001	Created: Pending	Oct 27, 2023	\$1,360.70

Description

09-02 Duct Media Rm

Please approve this Change Order if you would like to confirm the adjustment to your original Scope of Work. After accepting, we recommend paying the balance online. Simply login to your Buildertrend account, and click to "Pay Online" within the "Payments" tab. From here, you will either plug-in your credit card number, or checking account. You may also add saved payment methods by accessing "Settings" under the wheel icon in your top menu. Please contact us with any questions in reference to this process, and we'll be happy to help out!

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
09-01 Framing 09-01 Reed Labor Paint / Wall covering/ Finishing	Labor	-framing 4 hours=\$420	4	\$105.00	\$420.00
09-04 3-5/8" Steel studs Material 09-04 Material	Material	LF of stud material	54	\$0.75	\$40.50
09-01 MH 09-01 Reed Labor Paint / Wall covering/ Finishing	Labor	hang drywall 3 hours=\$315	3	\$105.00	\$315.00
07-01 Sound Insulation 07-01 Reed Labor Roofing/ Insulation	Labor Material	07-01 Sound Insulation	10	\$1.25	\$12.50
09-01 MH 09-01 Reed Labor Paint	Labor	-Additional headers and framing at duct that was not	0.5	\$105.00	\$52.50

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
/ Wall covering/ Finishing		shown on the plans5 hour=.\$52.5			
09-01 MH 09-01 Reed Labor Paint / Wall covering/ Finishing	Labor	-I Layout .5 = \$52.50	0.5	\$105.00	\$52.50
09-04 Material 09-04 Material	Material	Corner bead material \$4 Metal corner bead install .5 hour \$52.5	1	\$4.00	\$4.00
09-02 MH 09-02 Reed Labor Steel framing, drywall Hanging, Ceilings	Labor	Metal corner bead install .5 hour \$52.5	0.5	\$105.00	\$52.50
09-03 Finishing 09-03 Sub Steel framing, drywall & ceilings	Labor	Drywall Finish \$140 because it's corner bead.	1	\$140.00	\$140.00
09-03 Painting 09-03 Painting Contractor	Subcontractor		18	\$1.25	\$22.50
02-01 Delivery 02-01 Demolition/ Site Labor	Equipment		1	\$125.00	\$125.00
Reed Mark Up 01-00 Mark Up	Other		1	\$123.70	\$123.70

Status	Signature	Date
Approved by:		

i	
	Approval Comments

Please Note: A signature of Approval OR Electronic Acceptance is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$1,360.70



Printed: Nov 9, 2023 2706 275th Ave, De Witt, IA 52742-9435

Phone: (563) 370-9661

Owner Info

WASHINGTON PUBLIC LIBRARYFOUNDATION PO BOX 516 Washington, Ia 52353

Job Info

115 W Washington Street Washington, IA 52353

70000	2000	
Chana	a Or	dar II
Chang	COL	aei it

0002

Washington Public Library FEH Design # 2023202

CO ID	Created / Approved Date	Created / Approved Date	
0002	Created: Pending	Oct 27, 2023	\$1,784.97

Description

09-02 Duct at Door 07.2

Please approve this Change Order if you would like to confirm the adjustment to your original Scope of Work. After accepting, we recommend paying the balance online. Simply login to your Buildertrend account, and click to "Pay Online" within the "Payments" tab. From here, you will either plug-in your credit card number, or checking account. You may also add saved payment methods by accessing "Settings" under the wheel icon in your top menu. Please contact us with any questions in reference to this process, and we'll be happy to help out!

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
09-02 MH 09-02 Reed Labor Steel framing, drywall Hanging, Ceilings	Labor	Lost time laying out and snapping lines above duct5 hour	0.5	\$105.00	\$52.50
09-01 MH 09-01 Reed Labor Paint / Wall covering/ Finishing	Labor Material	Lost time installing track above duct. 1.5	1.5	\$105.00	\$157.50
09-01 MH 09-01 Reed Labor Paint / Wall covering/ Finishing	Material	Lost time Order and wait on longer studs. 1 hour	1	\$105.00	\$105.00
09-01 MH 09-01 Reed Labor Paint / Wall covering/ Finishing	Labor	Lost time coordinating the new change order. this is for guys on the job they have to stop what they're doing and	1	\$105.00	\$105.00

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
		move to something different.1 hour.			
09-01 MH 09-01 Reed Labor Paint / Wall covering/ Finishing	Labor	Frame and hang soffit 8 hours	8	\$105.00	\$840.00
09-04 Material 09-04 Material	Material	60 ft.² of drywall material at \$.65 a square foot. \$39	60	\$0.65	\$39.00
09-03 Drywall Finishing 09-03 Sub Steel framing, drywall & ceilings	Labor Material	Additional finishing 54 sqft x 2.05 =\$110.7	54	\$2.05	\$110.70
09-03 Painting 09-03 Painting Subcontractor	Subcontractor	Paint 60sqft 1.25x54 =\$67.50	54	\$1.25	\$67.50
02-01 Delivery 02-01 Demolition/ Site Labor	Equipment		1	\$105.00	\$105.00
09-04 Framing material 09-04 Material	Material	54LF of 3-5/8	54	\$0.75	\$40.50
Reed Mark up 01-00 Mark Up	Other		1	\$162.27	\$162.27

Status	Signature	Date
Approved by:		

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$1,784.97

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



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

Memorandum

November 17, 2023

To: Mayor & Council

CC: City Administrator Deanna McCusker

From: Jeff Duwa, Building and Zoning Official

Re: 2023 Tree Maintenance

Council,

We received five bids for the removal and trimming of trees in the public right of way or on public property that have been designated as issues. The trees were reviewed by development services staff and the tree commission.

Trees to be addressed include:

- 316 E Main St.
- 305 S. Ave. C (North and South two trees)
- 1105 N. Iowa Ave.
- 939 S. 3rd Ave.
- 302 W. 5th St. (Stump removal)
- South of 706 E. 17th St. (7 Ash trees)

- 730 S. 4th Ave.
- 403 W. Washington St. (NE tree)
- 803 N. Iowa Ave.
- 1036 N. Marion Ave. (in alley to east)
- 726 S. Marion Ave. (Stump removal)

Bids received include:

- J&M Family Tree Service \$16,050.00
- Brown's Tree Service, LLC \$14,350.00
- Iowa River Service \$14,202.50
- Kalonial Tree \$ 14,000.00
- Top Saw Tree Service \$9,000.00

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



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

November 17, 2023

To: Mayor & City Council

Cc: Kelsey Brown, Finance Director

From: Deanna McCusker City Administrator

Re: Hire of Amanda Waugh as City Clerk

After a process where we received 22 applications, narrowed it to 4 finalists, conducted 1st and 2nd interviews, and did extensive background work, our search committee is recommending Amanda Waugh as our new City Clerk. We are confident she will do a wonderful job for us in her new role. She plans to begin her employment on November 27, 2023.

Thanks to Kelsey, Millie, Elaine, Illa and Jim for all the time they put into this process to hire a City Clerk.

RESOLUTION NO. 2023-

A RESOLUTION CONFIRMING THE APPOINTMENT OF AMANDA WAUGH AS CITY CLERK

WHEREAS, the City Council accepted the resignation of City Clerk Sally Hart on September 5, 2023 and a committee was formed and began reviewing the job description and followed with the hiring process; and,

WHEREAS, said committee, along with the City Administrator and Finance Director, has conducted a thorough hiring process, and is recommending the appointment of Amanda Waugh as the next City Clerk, subject to the confirmation of the City Council.

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

Section 1. The Council approves the recommendation of the appointment of Amanda Waugh as the City Clerk of the City of Washington, under the general terms outlined in the attached offer letter.

PASSED AND APPROVED this 21st 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

November 6, 2023

Ms. Amanda Waugh Wellman, IA 52356

Dear Amanda:

On behalf of the City of Washington, I am pleased to offer you our City Clerk position, with the following terms:

Start 1.

November 27, 2023.

Salary 2.

\$56,000 annual; consideration of 6 month adjustment to \$59,000 contingent on performance review results.

City currently pays 90% of premium for Single coverage medical Insurance insurance; Employee/Spouse, Employee/Child and Family are available for 25% employee contribution. Wellmark Blue Cross/Blue Shield plan,

30% coinsurance, \$3,000/\$6,000 out of pocket max.

Group employee-paid dental and vision available.

City pays 100% of cost for \$50,000 life insurance policy and short-

term/long-term disability insurance.

Vacation

2 weeks/year (plus 3 personal days/year as per City practice for

supervisory employees).

Pension

IPERS & Social Security as per standard formulas.

Offer is contingent to City Council confirmation on November 21, 2023 and successful completion of pre-employment physical and drug screen. Thank you for considering our offer. This position is subject to a one-year probationary period. If you have any questions or further matters you would like to discuss, please contact me at the office 319-653-6584 extension 122. Sincerely,

Kelsey Brown Finance Director

I accept the position as described above.

Amanda Waugh

RESOLUTION NO. 2023-

A RESOLUTION ENDORSING A DOWNTOWN INVESTMENT GRANT AGREEMENT WITH ISABELLA & ED SANTORO

WHEREAS, the City Council created the Downtown Investment Grants (DIG) program, in partnership with the Washington County Riverboat Foundation and Main Street Program Washington, to incentivize major building improvements in downtown Washington in accordance with Main Street guidelines; and,

WHEREAS, as per the policies and procedures previously established by this Council, Main Street Washington has recommended a forgivable loan/grant be awarded to Isabella & Ed Santoro to assist with an estimated \$200,000 investment in the building they own at 217 W. Main Street; and,

WHEREAS, the City Clerk and City Administrator will execute the promissory note and grant agreement following this approval.

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

Section 1. The City Council hereby approves the attached Downtown Investment Grant Agreement and Promissory Note, providing a forgivable loan/grant to Isabella & Ed Santoro in the amount of \$50,000.

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

PASSED AND APPROVED this 21st day of November, 2023.

	Millie Youngquist, Mayor Pro Tem
ATTEST:	
Kelsey Brown, Deputy City Clerk	

November 11, 2023

City of Washington c/o City Council 215 E. Washington St. Washington, IA 52353

Dear City Council Members;

Attached is the Downtown Investment Grants (DIG) application for funding for the rehabilitation of '217 W Main' Street by Isabella & Ed Santoro.

Main Street Washington met with the property owners on Tuesday, October 17th for a walkthrough of the project and recommend funding of this project which has sustained fire damage and has been in disrepair for almost a year.

Main Street Washington is requesting:

'217 W Main' receives a minimum grant of \$25,000 up to \$50,000 towards their \$200,000 project to begin as soon as possible with expected completion of the repairs to be made by October 2024.

We appreciate the City's interest and willingness to host the Downtown Investment Grants Program.

Thank you for your consideration,

Maddie Widmer **Board President**

Main Street Washington







Letter of Intent to Participate **Downtown Investment Grants** (DIG)

Property Owner Information		Business Informa	ation, if different than building owner	
Name: Isabella Sautoro	Name:	Name:		
Address: 211-217 W Main St	·	Address:		
Phone: 319-461-3601		Phone:		
Email: Isabella. sautoro Dgme	il.com	Email:		
★ Who is the primary contact person rega	rding this pro	ject? <u>ISabe</u>	lla Sautoro	
Project Information: Please check all the items being considered for	or the project.			
Koof	Exterior Paint	ing	Handicapped Access	
Masonry Work	Signs		Rear Entrance	
Basement/Foundation	Awnings		Interior Updating	
Heating/Cooling	Storefront Re	estoration	Upper Story Renovation	
Electrical Work	Transom Wir	ıdows	Metal Ceiling	
√Site Improvements	Entrances/Do	oors	Windows	
Asbestos Abatement	Engineering	Consultation	Design Assistance	
Other:				
Intended Start Date: ASAP, before willer Expected Completion Date: Oct, 2024				
Approximate Project Budget: (bids not necessary at this time): #200, 500				
I am a Main Street Washington Investor: Yes No Unsure				
Signing this document indicates I/we would like a site visit from Main Street Design Committee.				
Building Owner Signature Clabella	Laura	æ	Date 10/25/23	
Business Owner Signature			Date	
(if different than building owner)				

Return this form to Main Street Washington, 205 W. Main Street by Noon on May 1, 2024. Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damages incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.





Downtown Investment Grant Application

Building/Business: 211-217 W Main St. Address: 211-217 W Main St.
Contact Person: 18abella Santoro Phone: 319-461-3601
Email Isabella, Sautoro Dymail. com
Application is for: (check all that apply)
A Building Improvement Grant
B Low Interest Loan
The DIG Committee made a site visit on this date
Proposed Project Repair + Replace compromised building elements due to
IMPORTANT: Work started before receipt of a signed contract with MSW is not eligible for funding, Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damage incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.
Describe each element of the project in detail including methods and materials. Please address each building element you checked on the Letter of Intent to Participate. If you have decided not to do any items you checked, please mention it below. Attach additional sheets if necessary.
Attach any bids or estimates for each element of the project.
Remember to obtain necessary city permits and to contact asbestos and lead paint specialists, if needed.
Example: Scrape prime and paint exterior trim around windows on first and second floor using Amazing Brand exterior oil based primer and topcoat, caulk, cracks and voids — colors and bid attached - \$1000. Scrape, prime, paint caulk cracks and voids and install new weather stripping on front door; replace cracked glass in door with tempered glass — same paint and colors as windows - \$1500.
Description of Project
Please see a Hacked estimates from Renoux Builders and Astor Renovation for detailed descriptions of oriject and materials.
In addition to this, we will also replace windows damaged by the fire.





Renoux Builders, Inc

2695 Airport Rd Washington, IA 52353 319-653-8039 renouxbuilders@hotmail.com

orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully

covered by Workman's Compensation Insurance.

Estimate

Date	Estimate No.	
9/14/2023	1380	

Name/Address

Edward Santoro 211 W Main Washington, Ia 52353

		Proj	ect
Description	Qty	Rate	Total
Labor and material to tear down brick wall, rebuild wood wall, install new rafters and steel roofing as per specifications listed below Remove 52'x20' of burnt out roof and rafters Tear brick wall down 8' Remove ceiling of middle section to gain access to roof Install bond beam and build 8" wall as per VJ Engineering drawings (52') Install 12" LVL beams for roof rafters using interior walls as bearing points (88-beams) 52'x28' area Install 2x6 webbing down to interior walls 3/4" plywood roof sheathing 1456 sqft Screw 1x4 perlins down to existing (un-burnt roof) Install Steel roofing over entire building (54'x52') Final rafter layout will need to be approved by Engineered Building Design or V Engineering to get proper joist sizing Includes lift and crane rental I have planned on setting scaffolding up on the roof to the West of the building	13'		149,088.47
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written		Total	\$149,088.4

ASTOR RENOVATION

319-460-0092

9/17/2023

ESTIMATE TO

ISABELLA SANTORO 406 W 2ND ST WASHINTON IA 52353 319-461-3601

DETAILS

INCLUDES ALL LABOR AND MATERIALS TO UPDATE THIS MULTI-UNIT STRUCTURE MAIN SERVICE TO CURRENT ELECTRICAL CODE. PLEASE NOTE A 180 BUISINESS DAY LEAD TIME ON MATERIALS.

TOTAL

55,293

THANK YOU FOR YOUR BUSINESS!

FOR

REPLACING FIRE DAMAGED MAIN ELECTRICAL SERVICE.

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



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

November 17, 2023

To: Mayor & City Council

Cc: Kelsey Brown, Finance Director

From: Deanna McCusker

City Administrator

Re: Agreement with Impressions Custom Computers, Inc.

This is the annual agreement with Impressions Custom Computers, Inc. for IT services. The fees are staying the same as last year; \$2,000 retainer and an hourly rate of \$85 for services. There have been no issues with this company. I would recommend approving this agreement for another year.

AGREEMENT TO PROVIDE SERVICES

This Agreement is entered into by and between Impressions Custom Computers, Inc., located at 108 W. Main, Suite B, Washington, IA 52353-0927, hereinafter referred to as Impressions, and City of Washington (Water, Engineer & Park Departments), located at Washington, Iowa, hereinafter referred to as Client, for the purpose of enabling Impressions to provide services to the Client.

1.	TERM	AND	TERMIN	IA	TION.

1.1	Term/Extension.	This Agreement is	s effective beginning	the	_ day of		
20 , and termina	ites on the	day of				Il automatically be re	
annual basis unless	s written termination		ding to the Terms of p	aragraph 1.2.	Continuation of this	Agreement shall be su	ibject to such
extensions after the	e initial term as the	parties may agree.					

1.2 Termination. Client may not cancel this Agreement during the initial term unless, after having notified Impressions of a material breach of this Agreement, that breach is not cured within thirty days from the date that the written notice of breach was mailed or delivered.

Either party may cancel this agreement after the initial term with sixty days prior written notice; however, termination by the Client shall not create the right to a refund of any service fees previously paid or payable, except in the event Impressions is unable to provide the contracted services stated herein.

2. SCOPE OF SERVICES.

- 2.1 The scope of the services shall be as set forth in the attached Addendum.
- 2.2 The scope of the services shall not be expanded by conduct, acquiescence, or verbal understandings, but shall only be legally valid and enforceable if contained in writing and executed by both parties.
- 2.3 **Impressions** shall have no duty to perform or continue to perform any services defined by this paragraph unless payments are fully and timely made pursuant to paragraph 6 of this Agreement.

3. **DUTIES OF THE CLIENT.**

- 3.1 Cooperation. The **Client** shall cooperate in all regards with **Impressions** and its employees and agents to effectuate the purposes of this Agreement.
- 3.2 Title Matters. **Impressions** at all times maintains title to all its equipment, tools, manuals and other tangibles. **Impressions** shall be construed as passing title on any tangible items only when accompanied by a duly authorized and executed Bill of Sale.

4. <u>LIMITATIONS AND DISCLAIMERS OF WARRANTY.</u>

- 4.1 Limited Warranty and Remedies.
- 4.1a Impressions will perform its services in a prompt, workmanlike manner. In no event shall Impressions be liable to the Client or any other person or entity for any damage or cost directly or indirectly arising out of improper work unless due to the negligence of Impressions. Even if Impressions is notified of the possibility of any damages, the liability of Impressions, if any, for damages related to any allegedly defective product or service shall under any legal theory be limited to the actual price paid for such item and shall in no event include incidental or consequential commercial damages of any kind, including without limitation, loss of business or anticipatory profits.
- 4.1b Impressions does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided under this Agreement. Impressions makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. Impressions assumes no responsibility for any damages suffered by Client, including, but not limited to, loss of data from delays, nondeliveries, misdeliveries, or service interruption caused by Impressions own negligence or Client's errors and/or omissions.
- 4.2 UCC Warranties Do Not Apply. Because this transaction is predominantly for the provision of services and since the sale of goods, if any, is merely incidental, **Impressions** and the **Client** agree that the Uniform Commercial Code does not apply.

5. **GENERAL.**

- 5.1 Non-Solicitation of Employees. Neither party shall solicit for employment, directly or indirectly, any employees from the other party for the period of this Agreement, and for 2 years after this Agreement ends. Nor shall either party assist any competitor of the other party in the solicitation or employment of any current employee or any of its related entities.
- 5.2 Trade Secrets. Neither party shall divulge or reveal to any of the other parties' competitor or its related entities its knowledge of methodology or trade secrets.
- 5.3 Insurance. The parties shall each be responsible for assessing their own need for, and ability to maintain, property, casualty and liability insurance and shall obtain such insurance covering their risks as they each sees fit. The parties agree not to make any claims against the other for any property loss, whether or not insured, and shall require their insurers, if any, to waiver any rights of subrogation against the others for any such loss.
- 5.4 Scope. The scope of this service agreement shall not be expanded by either conduct, acquiescence, or verbal understandings, but shall only be legally valid and enforceable if contained in writing executed by both parties.
- 5.5. Non-Waiver. Waiver by **Impressions** of strict adherence with any particular of this contract does not waive its rights to performance or remedy for breach of performance of that particular or any other cause of this Agreement unless specifically modified in writing.
 - 5.6 Modification. This Agreement may be modified only in writing signed by duly authorized persons for both parties.
- 5.7 Notification. All notices given by any party or required under this Agreement shall be in writing and addressed to the relevant party(ies) as follows:

Impressions Custom Computers, Inc. 108 W. Main, Suite B Washington, IA 52353-0927

Client: City of Washington (Water & Engineer Dept.) Washington, Iowa

- 5.8 Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties and supercedes all proposals oral or written, and all other communications between the parties related to the subject matter hereof. All previous agreements or understandings, whether written, oral or implied, are merged into this Agreement.
- 5.9 Governing Law and Arbitration. Any dispute arising out of this Agreement shall be governed by the laws of the State of Iowa. Any such disputes created herein, whether in tort or contract, shall be adjudicated pursuant to the terms of the Iowa Arbitration Act.

6. TERMS AND CONDITIONS.

- 6.1 Impressions will receive compensation for its services based upon the proposal as attached as an addendum to this Agreement.
- 6.2 Unpaid fees plus expenses shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is greater, compounded monthly. In the event of nonpayment of the **Client** for a period of more than 30 days, the **Client** shall be obliged to pay any reasonable court costs and attorney fees necessary to collect such sums as charged by **Impressions**.
 - 6.3 The Client agrees to pay for expenses incurred at the request of the Client.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date set forth below.

Client:	Impressions Custom Computers, Inc.
Ву:	By:
Title	Title
Date	Date

ADDENDUM A

Services Being Provided by Impressions:

Our staff will take preemptive action to keep your IT system running smoothly. Installing security patches and service packs for operating system software is included, as is management of antiviral software and monitoring of backup procedures.

Impressions will suggest to you parts replacements, hardware modifications, or upgrades and computing procedural changes that prove effective, based on either our experience or research, in avoiding downtime or resisting mischief from viruses, hackers, or electronic sabotage.

Impressions will act on your behalf as a virtual IT department in consultations with specialized software vendors including digital information suppliers, Internet service providers, and application code sources.

Client:	Impressions Custom Computers, Inc.	
Ву:	By:	
Title	Title	
Date	Date	

ADDENDUM B

Client:	Impressions Custom Computers, Inc.
By:	By:
Title	Title
Date	Date

Compensation for Services:

\$2000 per year and a hourly rate of \$85

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, Ronald Woodley & Janet Rice, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Thirty Four Thousand Seven Hundred Twenty dollars and no cents (\$34,720) 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 an	d severally	promises to	pay t	the the	order	of the	CITY,	the sum	of as
follows:											

**Plus o	r minus	any	increase	or	decrease	in	bid	or	change	orders	in	the	amount	of	\$ for	a	total
indebtedi	ness 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: Saner H. Blowally

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, Ronald Woodley & Janet Rice, 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: 1027 3RD ST E 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:	este 11	1112023		
Ronald Woodley (Owner)		PATE		
Frut ERine		11-1-23		
Janet Rice (Owr	ier)	DATE		
Millie Youngquist – City of Washington	n Mayor Pro Tem	DATE		
BE IT REMEMBERED, that on this				
and for the County and State aforesaid				
person duly acknowledged the execution		ONY WHEREOF, I ha	ve hereto set my ha	and and notarial
seal, the day and year last written above	3.			
	NOTARY PUBLIC	Commis	MARK CULVER sion Number 792455 commission Expires	

October 6, 2024

4wo

	Prepared By and	d Return To: Mark Cu	ılver. ECICOG. 700 1	6th Street, NE, Suite 3	01, Cedar Rapids, IA 52	402 319-365-9941
	rieparea 2) and		,		,	
			Legal I	Description		
			Legari	Description		
LOT TW	ENTY THREE	E (23), IN SM	IOUSE'S EAST	SIDE ADDITI	ON, AN ADDITI	ON TO THE CITY
WASHIN	GTON; IN WA	SHINGTON CO	UNTY, IOWA.			
	,					
	,					

REHABILITATION CONTRACT

PROJECT NAME: Washington Housing Rehabilitation Project

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

Name: Ronald Woodley & Janet Rice

Street Address: 1027 E 3rd 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: Holm Innovations hereinafter referred to as the "CONTRACTOR"

Street Address: 105 Dry Creek Ct City and State: Palo, IA 52324

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 15th, 2023.
- The CONTRACTOR shall satisfactorily complete all work by January 15th, 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%
		(01

15-21 days delinquent 69

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:

 Class of Coverage Bodily Injury Property Damage
 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, an 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.

<u>TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968</u> (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 noticed to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

<u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u>

"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 \$34,720.00 This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER
Owner's Signature: Soul & Soodly
Owner's Signature. Joseph LEAn
Date: 1/-1-2-3
GENERAL CONTRACTOR
Officer's Signature:
Date: 11-1-202
PROJECT ADMINISTRATOR
ECICOG signature:
Date: $(1-1-2.3)$
CITY OF WASHINGTON
Representative's Signature:
Date:

Construction Agreement City of Washington Housing Rehabilitation Program

Name: Ronald Woodley & Janet Rice	-
Family Size: Two	
Contractor: Holm Innovations	
Due to liability issues and possible time delays for be allowed to aid in or complete any rehabilitati painting) during the contract time.	
I/We agree that if I/we do any work to our landerstand that the above stated contractor can ECICOG, the Contractor, and the Housing Inspect complete the project if work is dramatically delayed negligence. I/We also understand that if I/we improvement work while the contractor is hired, Minimum Housing Standards with grant funds.	leave the project, if deemed appropriate by for. The aforementioned contractor will not d, altered, or damaged due to homeowner's e do any type of construction or home
I/We also understand that work performed by the ECICOG or the contractor. If work is completed or respectable fashion (normal wear and tear excluding forgivable loan. The city may also require repayment property while rehabilitation is in progress. If the during the rehab process, the one-year warranty of the standard of the standar	In the home or the home is not kept up in a ded) the city may require repayment of the lent if the homeowner performs work on the homeowner performs work on the property
Owner Owner	Date
Witnessed by: Project Administrator	11-1-23 Date
Contractor:	
City Representative:	11-1-2027 Date
	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 1027 E 3rd Street.

City Official
SIGNED
TITLE
I,Andy Holm, of Holm Innovations, 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 OWNER
Subscribed and sworn to before me, a notary public in and for the County of Washington and State of Iowa, this _1 st day ofNovember 2023
Notary Public
My appointment expires: MARK CULVER Commission Number 792455 My Commission Expires October 6, 2024

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



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

November 17, 2023

To: Mayor & City Council

Cc: Kelsey Brown, Finance Director

From: Deanna McCusker

City Administrator

Re: Internal TIF Loan

Attached is an internal promissory note for the Prairie Ridge infrastructure TIF loan. This has already been approved in principle by previous council actions; this is just an effort to fully document the TIF debt for the FY25 certification that needs to be done prior to December 1.

RESOLUTION NO. 2023-

A RESOLUTION CERTIFYING AN INTERNAL DEBT & RELATED PROMISSORY NOTE

WHEREAS, the City occasionally undertakes major projects that require diverse funding sources; and,

WHEREAS, to fully fund these projects, it has been useful in the past for certain City funds to loan money to other City funds, with promise of future repayment; and,

WHEREAS, this Council previously approved the certification of internal debt for the Prairie Ridge Subdivision project against the Unified South Central Urban Renewal Area in Resolution 2022-001; and,

WHEREAS, the project has been completed and accepted and the Council wishes to allow the infrastructure debt for the project in the amount of \$346,000 to be certified for repayment with interest by tax increment financing (TIF) funds and an internal repayment plan established as follows:

Sewer \$120,000Water \$77,000Road Use \$149,000

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNICL OF THE CITY OF WASHINGTON, IOWA AS FOLLOWS:

Section 1. The City Council hereby approves the attached internal promissory note in the amount of \$346,000 plus 3% interest.

Section 2. The City Council hereby directs that repayment occur to the appropriate City funds in the greatest extent practicable.

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

PASSED AND APPROVED this 21st day of November, 2023.

	Millie Youngquist, Mayor Pro Tem	
ATTEST:		
Kelsey Brown, Deputy City Clerk		

PROMISSORY NOTE WASHINGTON CAPITAL PROJECTS FUND 301

Loan Number: 9	F	Place: Washington, Iowa	
Not to Exceed \$346,000.00	I	Date: November 21, 2023	
Urban Renewal Area Fund 129 (here the City of Washington, Iowa Sewer principal sum not to exceed One Hun Washington, Iowa Water Fund 600 (I sum not to exceed Seventy-Seven Th Road Use Fund 110 (hereinafter calle One Hundred Forty-None Thousand	inafter called Fund 610 (he dred Twenty hereinafter ca ousand Dolla ed the "City") Dollars (\$149 be paid no late annum for the coperty tax on	reinafter called the "City") or its s Thousand Dollars (\$120,000); the Illed the "City") or its successor, a rs (\$77,000); the City of Washingt or its successor, a principal sum r 2,000); for a total of \$346,000, as f eer than June 30, 2036. The interest entire period of the loan. TIF Fur- a variable payment schedule. The	ne order of nuccessor, a c City of principal ton, Iowa not to exceed follows: st rate for the nds shall ne note shall
The note shall be unsecured.			
	City	of Washington TIF Funds	
	By:_	Millie Youngquist, Mayor Pro	Тет
	By:_	Kelsey Brown, Deputy City Clo	
STATE))ss.	Keisey Brown, Deputy City City	егк
COUNTY OF WASHINGTON)		
Before me, a qualified Notar me known to be the Mayor Pro Tem persons who signed the foregoing in voluntary act and deed of said office	and Deputy estrument and	acknowledged the execution there	the identical eof to be the
Witness my hand and notary	seal on this _	day of, 2	2023.
	Nota	ary Public in and for the	

State of Iowa

WASHINGTON TIF FUNDS

LENDER'S MEMORANDUM

By way of this memorandum, the City of Washington, Iowa, hereby offers to Washington Unified South Central Urban Renewal Area Funds 129 (hereinafter "TIF Fund") a loan for economic development purposes. The loan shall be subject to the terms and conditions stated below; however, this memorandum shall not be construed as all inclusive, and any additional terms and conditions may be placed on the loan prior to closing. Prior to acceptance of funds, the loan applicant, TIF Fund, reserves the right to retract acceptance of the loan offer in the event terms and conditions are added subsequent to the signing of this offer which, in the opinion of the loan applicant, make the loan agreement untenable.

The terms and conditions for the proposed loan are as follows:

1. Loan Amount:

Principal Not to Exceed \$346,000

2. Rate:

3% Interest

3. Repayment Terms:

Repayment no later than June 30, 2036.

Principal and interest shall be paid from TIF Revenues property tax. Payments will be made from TIF taxes generated from development in the Unified South Central Urban Renewal Area.

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



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

November 17, 2023

To: Mayor & City Council

Cc: Kelsey Brown, Finance Director

From: Deanna McCusker

City Administrator

Re: TIF State Report and County Certification

There are two reports that are required to be completed by December 1st to collect Tax Increment Financing (TIF) revenues. The first report is the State of Iowa Annual Urban Renewal (UR) Report, which provides a snapshot of the fiscal year completed June 30, 2023. The summary page from the report and a supporting spreadsheet are attached.

The second report is the Washington County's TIF Debt Forms for each active Urban Renewal Area, which provides a look into the TIF revenues for the fiscal year beginning July 1, 2024. We are following the same path as previous years, but there are a few things to note.

- 1) Bazooka Farmstar: This will be the first year of certification against the Bazooka Farmstar increment which resulted from their building expansion. This is a rebate back to Bazooka per their approved development agreement. The total 100% rebate is \$200,000 to be paid over 10 years or the \$200,000 is paid in full.
- 2) Prairie Ridge: This will be the first year of certification against the residential subdivision increment. This increment will pay back the infrastructure costs for the subdivision. The total debt is \$929,168.
- 3) NLW 1: This will be the first year of certification against the residential subdivision increment. This increment will pay back the infrastructure costs for that subdivision. The total debt is \$185,862.

City of Washington FY2022-2023 State TIF Report Summary of TIF Debts by Area

w/New Debt \$30,000.00 \$1,474,848.71 Line 1	\$1,444,848.71		146- LMI TIF Set-Aside \$151,266.11	- Marshall's Incr \$5,429.25) 1	ation LLC	- Unified Downtown \$49,839.86		133- Biodiesel \$440,940.21	132- Engineered Building Design \$189,821.48	131- MAHP Subdivision \$	- Oakwood Incr \$297,962.78	- Timber Ridge Incr \$	129- Timber Ridge II	127- Briarwood \$44,946.00	- Biz Park \$253,324.02	- Wiley's 2nd \$11,319.00	125- NE Industrial Park \$	IIF District		Summary of TIF Debts by Area
00.00 Adj for LMI 48.71 Line 1	18.71			29.25 BIOB COTIST UCTION Rehab	ū		-		10.21 Infrastructure installation	21.48 Project Incentives	\$0.00 Infrastructure installation	52.78 Revenue bond/infrastructure	\$0.00 Revenue bond/infrastructure		16.00 Project Incentives	24.02 Infrastructure Installation/Wellness	.9.00 Infrastructure Installation/Wellness	\$0.00 Infrastructure installation		7/1/2022 Source of Debt	
II Line 2	\$151,266.11		\$151,266.11	ib					n \$0.00						\$0.00	\$0.00			- 1	nt Starting FB	
Line 6	\$0.00		\$0.00	, O.	\$0.00	\$0.00	\$0.00	5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		TRF In	<u>-1</u>
\$484,981.22 Line 7	\$514,460.75		\$29,479.53	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$5 700 57	\$0.00	\$0.00	¢15/ 16/ 26	\$108,685.44	\$44,085.04	\$0.00	\$83,275.51	\$0.00		\$43,930.02	\$32,082.80	\$12,757.48	\$0.00		FY2022-2023	TIF Taxes & Misc RV
\$485,501.69 Line 11	\$514,981.22	,000,000.00	\$30,000.00		\$3.	\$0.00	,octé	¢150 007 00	\$108,685.44	\$44,085.04	\$0.00	\$83,275.51	\$0.00		\$43,930.02	\$32,082.80	\$12,757.48	\$0.00		Payments	Debt
Line 12	\$150,745.64		\$150,745.64		\$3.562.86	\$0.00	(00,302,00)	(43 567 86)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	•	Ending FB	z
Included in Line 1	\$30,000.00			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	,uc	\$0.00	\$0.00	\$0.00	\$0.00	5	\$0.00	\$0.00	\$0.00	\$0.00		FY2021-2022	New Debt Added
Line 13		\$838,601.38	\$0.00	\$30,000.00	(\$271.32)	\$0.00	00.05	(\$104 624 50)	2334,234.77	\$145,750.44	\$0.00	\$2.74,007.27	\$0.00	ò	\$1,015.98	\$221,241.22	(\$1,438.46)	\$0.00		6/30/2023	TIF Debt as of

⁻ Line numbers in bold refer to the FY2023 State TIF Report, "Levy Authority Summary" Page

Levy Authority Summary

Local Government Name: Local Government Number: WASHINGTON 92G887

Contact Name: Deanna McCusker

Contact Email: Contact Phone: dmccusker@washingtor xxxx@xxxxx.xxx

3196536584

XXX-XXX-XXXX

Active Urban Renewal Areas WASHINGTON DOWNTOWN COMMERCIAL URBAN RENEWAL WASHINGTON UNIFIED SOUTH CENTRAL RESIDENTIAL URBAN RENEWAL

WASHINGTON UNIFIED COMMERCIAL URBAN RENEWAL

92018 92014 U.R. # # of Tif Taxing Districts 8 U L Increment Value Used

2,429,665

7,179,145 4,700,824

92019

TIF Debt & Obligations Outstanding 1,474,848

TIF Sp. Rev. Fund Cash Balance 151,266

151,266

Restricted for LMI

Amount of 07-01-2022 Cash Balance

as of 07-01-2022

83,276 401,705

484,981

Asset Sales & Loan Repayments Property Tax Replacement Claims TIF Sp. Revenue Fund Interest

TIF Revenue:

Total Revenue

Returned to County Treasurer Non-Rebate Expenditures Rebate Expenditures 438,913 46,068

Total Expenditures

484,981

TIF Sp. Rev. Fund Cash Balance 151,266 1

Year-End Outstanding TIF
Obligations, Net of TIF Special **Revenue Fund Balance**

838,601

Governing Body Approval Date

Levy Authority PDF:

TIF-92G887-2021_11-17-2023.pdf * Pending Approval

Enter date as: mm/dd/yyyy Delete Approval Date Submit to Dept. of Management

150,746 Restricted for LMI

Amount of 06-30-2023 Cash Balance

Delete PDF Report

A RESOLUTION OBLIGATING AND APPROPRIATING URBAN RENEWAL TAX REVENUE FUNDS FOR THE REPAYMENT OF ELIGIBLE DEBTS FOR FISCAL YEAR 2025

WHEREAS, the City Council, pursuant to and in strict compliance with all laws applicable to the city, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted urban renewal plans for its urban renewal areas, as listed below; and

WHEREAS, the Council has adopted ordinances providing for the division of taxes levied on taxable property and established a special fund for the deposit of such monies pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, the City has scheduled Annual Payments on an annual appropriation basis for certain debts per lawfully adopted development agreements as referenced below, and it is now necessary for the City Council to authorize said funds for appropriation; and

WHEREAS, the Council wishes to certify all other eligible debts for payment in Fiscal Year 2025:

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

Section 1. The City Council hereby authorizes certification for Fiscal Year 2025 to the Washington County Auditor for the repayment of the following TIF debts:

Area	Amount
 Unified Commercial Engineered Building Design Biodiesel Reserves at Briarwood SW Business Park 	 100% of incremental revenues (total debt \$101,204.08) \$112,000 (total debt \$209,998) 100% of incremental revenues 100% of incremental revenues (total debt \$175,741.76)
Downtown Commercial Marshall's Properties, LLC	• 75% of incremental revenues
Unified South Central Residential • Oakwood Village	• 100% of incremental revenues (total debt \$133,478.79)

Unified South CentralBazooka Farmstar	• 100 of incremental revenues (total debt \$200,000)
Section 2. The City Council hereby of collected from Marshall's Properties, LLC defrom the Downtown Commercial Urban Rene Payments in the fiscal year beginning July 1,	oligates 75% of incremental revenues velopment agreement for appropriation wal Tax Revenue Fund to make the Annua
	bligates 100% of incremental revenues clopment agreement for appropriation from Revenue Fund to make the Annual
Section 4. The City Council hereby collected for Bazooka Farmstar, LLC develop Unified South Central Urban Renewal Tax Rein the fiscal year beginning July 1, 2024.	
Section 4. The City's certification of Sections 2, 3 & 4 above, on the City's Decembrance from the appropriate funds is hereby authoriz City's budget for the next succeeding fiscal y	ed and such amount shall be reflected in the
Section 5. All Resolutions or parts of repealed, to the extent of such conflict.	Resolutions in conflict herewith are hereb
PASSED AND APPROVED this 21st day of	November, 2023.
ATTEST:	Millie Youngquist, Mayor Pro Tem

Kelsey Brown, Deputy City Clerk

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

County: Washington						
Urban Renewal Area Name: Wash	ington Downto	wn Com	mercial - M	arshall's Properties, LLC		
Urban Renewal Area Number: 920	176 (Use	e five-digi	Area Number	Assigned by the County Audito	ır)	
I hereby certify to the County Audito named above, the County requests below.	r that for the neless than the r	ext fisca naximur	ll year and f n legally av	or the Urban Renewal Are ailable TIF increment tax	ea within thas detailed	ne County d
Provide sufficient detail so that the of example you may have multiple inditax for rebate agreement property the portion of the available increment	ebtedness cert nat the County	ification has seg	s in an Urba gregated into	an Renewal Area, and wan b separate taxing districts	nt the max	kimum
Specific Instructions To (County Auditor	For Adr	ninisterina ⁻	he Request That This		Amount
Urban Renewal Area Gener	(5)					Requested:
Orban Renewal Alea Gener	ate Less Than	THE WIE	AXIII UIII AVE	mable The interest care.		- Nequested.
Collect 75% of maximum amount allow				roperties, LLC		
Per development agreement (see F	Y17 Certificatio	n for agr	eement)			
	para di					

					· · · · · · · · · · · · · · · · · · ·	
	Dated this	21	_day of	November		2023
		Deanr	na McCuske	r, City Administrator	319-65	3-6584
	Signature of	Authori:	zed Official		Telepho	one

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

County: Washington
Urban Renewal Area Name: Washington Unified Commercial - SW Business Park
Urban Renewal Area Number: 90019 (Use five-digit Area Number Assigned by the County Auditor)
I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the County named above, the County requests less than the maximum legally available TIF increment tax as detailed below.
Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.
Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax: Requested:
Collect 100% of maximum amount allowable by law for repayment of non-infrastructure costs
for Washington Wellness Park
Dated this21 day of November ,2023
Deanna McCusker, City Administrator 319-653-6584
Signature of Authorized Official Telephone

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

City: Washington		Count	y: Washington		
Urban Renewal Area Name: <u>Uni</u>	fied Commercial- Dolla	ar Tree			
Urban Renewal Area Number: 9	20188 (Use five-	digit Area Number Ass	signed by the County Audito	or)	
I hereby certify to the County Aud and County named above, the Ci below.					
Provide sufficient detail so that the example you may have multiple in tax for rebate agreement property a portion of the available increments	ndebtedness certificati y that the County has s	ons in an Urban f segregated into se	Renewal Area, and wa eparate taxing districts	int the max	kimum
Specific Instructions T	o County Auditor For A	Administering The	Request That This		Amount
Urban Renewal Area Ger	nerate Less Than The	Maximum Availat	ole TIF Increment Tax	:	Requested:
					7
Collect amount allowable by law for	repayment of infrastruct	ure costs			
					3
					(***
					Pi-
					7
	Dated this 21	day of	November	,	2023
	De	anna McCusker.	City Administrator	319-653	-6584
	Signature of Author			Telepho	

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

County: Washington	
Urban Renewal Area Name: Washington Unified Commercial - Briarwood Partners, LLC	
Urban Renewal Area Number: 920178 (Use five-digit Area Number Assigned by the County Auditor)	
I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within named above, the County requests less than the maximum legally available TIF increment tax as detable.	n the County illed
Provide sufficient detail so that the County Auditor will know how to specifically administer your request example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the retax for rebate agreement property that the County has segregated into separate taxing districts, but or a portion of the available increment tax from the remainder of the taxing districts in the Area.	maximum
Specific Instructions To County Auditor For Administering The Request That This	Amount
Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Requested:
Collect 100% of maximum amount allowable by law for rebate to Briarwood Partners, LLC	
Per development agreement (submitted with FY18 certification	_
Fer development agreement (submitted with 1 170 continuation	_
	-
	_
	_
	7.0
	_
	_
	_
Dated thisday ofNovember	,2023
Deanna McCusker, City Administrator 319-	-653-6584
	phone

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

County: Washington	
Urban Renewal Area Name: Washington Unified Commercial - Engineered Building Design	
Urban Renewal Area Number: 920154 (Use five-digit Area Number Assigned by the County Auditor)	
I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the County named above, the County requests less than the maximum legally available TIF increment tax as detailed below.	
Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.	
Specific Instructions To County Auditor For Administering The Request That This Amount	
Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax: Requested	<u>:</u>
Collect 100% of maximum amount allowable by law for repayment on internal loan	
See amortization schedule & documentation provided with FY20 certification	
	-
	_
Dated this 21 day of November , 2023	
D M_O O' M O' M O' M O' OFO 0FO 4	
Deanna McCusker, City Administrator 319-653-6584 Signature of Authorized Official Telephone	

County: Washington

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

Urban Renewal Area Name: Washington Unified Commercial - Biodiesel	
Urban Renewal Area Number: 920156 (Use five-digit Area Number Assigned by the County Auditor)	
I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the County named above, the County requests less than the maximum legally available TIF increment tax as detailed below.	ity
Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.	
Specific Instructions To County Auditor For Administering The Request That This	ount
	ested:
Repay infrastructure financing costs for Washington Business Park	112,000
Tropay initraditable initialising occide for vivacimington Bacineses rain	
Total to Certify	112,000
Dated this 21 day of November, 202	23
Deanna McCusker, City Administrator 319-653-6584	
Signature of Authorized Official Telephone	

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

County: Washington		
Urban Renewal Area Name: Washington Unified South Central - Oakwood Increment		
Urban Renewal Area Number: 920171 (Use five-digit Area Number Assigned by the County	/ Auditor)	
I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renew named above, the County requests less than the maximum legally available TIF incrementation.		
Provide sufficient detail so that the County Auditor will know how to specifically administer example you may have multiple indebtedness certifications in an Urban Renewal Area, at tax for rebate agreement property that the County has segregated into separate taxing dispersion of the available increment tax from the remainder of the taxing districts in the Ar	nd want the ma stricts, but only	aximum
Specific Instructions To County Auditor For Administering The Request That T	his	Amount
Urban Renewal Area Generate Less Than The Maximum Available TIF Incremen	t Tax:	Requested:
		2.
Collect 100% of maximum amount allowable by law for rebate to Triple V Development, LLC		a
& LMI TIF set-aside per development agreement (see FY16 certification for agreement)		
		// Harris Carrier Carr
		-
		-

		Maria de la composición dela composición de la composición de la composición de la composición dela composición dela composición dela composición de la composición de la composición de la composición dela composición de la composición dela composición de
	ALIGNARIA SANTA	
		900000000000000000000000000000000000000
Dated this day of November	<u> </u>	2023
Deanna McCusker, City Administrator	310-65	53-6584
Signature of Authorized Official	Teleph	

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Washington			County: Washington		
Urban Renewal Area Name: <u>Wa</u>	ashington Unified S	outh Central Ar	nendment No. 2- NLW		
Urban Renewal Area Number: _	(Use	five-digit Area Num	ber Assigned by the County Auditor)	
I hereby certify to the County Au- City has outstanding loans, adva collective amount shown below, of Section 403.19 of the Code of	nces, indebtednes all of which qualify	s, or bonds, nor	ne of which have been previou	usly certified,	in the
Urban Renewal Area Indebtedne	ess Not Previously	Certified*:		\$	835,000
*There must be attached a supp bonds were initially approved by					ess, or
The County Auditor shall provide until the above-stated amount of receive less than the available T before the preceding December for each of those fiscal years where the preceding the state of the preceding the state of the s	indebtedness is particular increment tax by 1. (File 'CITY TIF tere all of the TIF in	aid to the City. certifying the r FORM 2' with the crement tax is	However, for any fiscal year a equested amount to the Courne County Auditor by the precent requested.)	a City may ele nty Auditor on eding Decem	ct to or ber 1
A City reducing certified TIF inder the County Treasurer shall certified of occurrence. (File 'CITY TIF's reason other than application of	y such reduced am FORM 3' with the C	ounts to the Co ounty Auditor w	ounty Auditor no later than De hen TIF indebtedness has be	cember 1 of t	he year
Notes/Additional Information:					
-					
	an and the second secon				
	Dated this _	21 day of	November	,	2023
			McCusker, City Administrator		
	Signature of A	uthorized Offici	al	Telephone	P.

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

City: Washington		County: Washington	
Urban Renewal Area Name: Wa	shington Unified South Centra	ıl Residential - Amendment No.	2 - NLW
 Urban Renewal Area Number:		Number Assigned by the County Audito	
I hereby certify to the County Aud and County named above, the Citbelow.			
Provide sufficient detail so that th example you may have multiple in tax for rebate agreement property a portion of the available increme	ndebtedness certifications in a v that the County has segrega	in Urban Renewal Area, and wa ted into separate taxing districts	nt the maximum
5.1	o County Auditor For Administ erate Less Than The Maximu	ering The Request That This m Available TIF Increment Tax:	Amount : Requested:
2022 Bond Payment for FY25			38,054
	Dated thisday of	of November	,2023
		a McCusker, City Administrator	319-653-6584
	Signature of Authorized O	fficial	Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Washington			_ County: V	Vashington			
Urban Renewal Area Name: Was	hington Unified S	outh Centra	al - Bazooka F	armstar			
Urban Renewal Area Number: 92	019 (Use	five-digit Area	Number Assigne	ed by the County Au	ditor)		
I hereby certify to the County Audit City has outstanding loans, advanc collective amount shown below, all of Section 403.19 of the Code of Ic	ces, indebtednes of which qualify	s, or bonds,	none of whic	h have been pre	eviously certific	ed, in the	
Urban Renewal Area Indebtedness	s Not Previously	Certified*:			\$_	200	,000
*There must be attached a suppor bonds were initially approved by th						dness, or	
The County Auditor shall provide the until the above-stated amount of in receive less than the available TIF before the preceding December 1. for each of those fiscal years wher	idebtedness is pa increment tax by (File 'CITY TIF	aid to the Ci certifying t FORM 2' w	ty. However, he requested ith the County	for any fiscal ye amount to the Conditor by the p	ar a City may County Auditor	elect to on or	n
A City reducing certified TIF indebted the County Treasurer shall certify of occurrence. (File 'CITY TIF 'FC reason other than application of TI	such reduced am PRM 3' with the C	ounts to the ounty Audit	e County Audi or when TIF ir	itor no later than ndebtedness ha	December 1	of the year	
Notes/Additional Information:							
	Dated this _	day	of	November		2023	
						0.0504	
	Signature of A			r, City Administra	ator 319-65 Teleph		

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Washington	County: Washir	ngton	
Urban Renewal Area Name: Washington Unified South Central -	Bazooka Farmst	ar	
Urban Renewal Area Number: 92019 (Use five-digit Area Nu	mber Assigned by the	e County Auditor)	
Individual TIF Indebtedness Type/Description/Details:		Date Approved*:	Total Amount:
Eligible Expenses for UR Area		05/4/2021	200,000
(See attached development agreement)			
	nes above		
A this box if a repate agreement. List administrative details on in	nes above.		
2			
'X' this box if a rebate agreement. List administrative details on li	nes above.		
3.			
·	514		
☐ 'X' this box if a rebate agreement. List administrative details on I	ines above.		
4			_
'X' this box if a rebate agreement. List administrative details on I	ines above.		
5			_
'X' this box if a rebate agreement. List administrative details on	ines above.		
If more indebtedness entry lines are needed continue to Form 1.1 Pag	e 2.		

Total For City TIF Form 1.1 Page 1:

^{200,000}

^{* &}quot;Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

City: Washington		Cou	nty: Washington		
Urban Renewal Area Name: Was	shington Unified	South Central - Bazo	ooka Farmstar		
Urban Renewal Area Number: 92	2019 (Us	e five-digit Area Number /	Assigned by the County Auditor)	
I hereby certify to the County Audi and County named above, the City below.					
Provide sufficient detail so that the example you may have multiple in tax for rebate agreement property a portion of the available increment	debtedness cer that the County	tifications in an Urbai has segregated into	n Renewal Area, and wan separate taxing districts,	it the maxi	imum
Specific Instructions To	County Auditor	For Administering T	he Request That This		Amount
Urban Renewal Area Gen	erate Less Thar	The Maximum Avail	able TIF Increment Tax:		Requested:
Collect 100% of maximum amount all	lowable by law for	rehate to Bazooka Fa	rmstar		
(see development agreement)	lowable by law lo	Tobato to Bazooka i a	motal		90-110-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
(see development agreement)					
	Dated this .	day of	November		2023
		Deanna McCu	sker, City Administrator	319-653	-6584
	Signature of	Authorized Official		Telephor	ne

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Washington	County: Washington				
Urban Renewal Area Name: <u>Was</u>	shington Unified Sou	uth Central Ame	ndment No. 2- Prairie Ridge	;	
Urban Renewal Area Number: 92	2014 (Use five	e-digit Area Number	Assigned by the County Auditor)		
I hereby certify to the County Audi City has outstanding loans, advan- collective amount shown below, al of Section 403.19 of the Code of I	ces, indebtedness, of the contract of the cont	or bonds, none	of which have been previous	sly certified, i	in the
Urban Renewal Area Indebtednes	s Not Previously Ce	ertified*:		\$	346,000
*There must be attached a support bonds were initially approved by the					ess, or
The County Auditor shall provide to until the above-stated amount of in receive less than the available TIF before the preceding December 1 for each of those fiscal years whe A City reducing certified TIF indebtors.	ndebtedness is paid increment tax by c . (File 'CITY TIF FC re all of the TIF incre	to the City. Horertifying the requestream 2' with the ement tax is not	wever, for any fiscal year a duested amount to the Count County Auditor by the prece requested.)	City may electly Auditor on eding Decem	ct to or ber 1
the County Treasurer shall certify of occurrence. (File 'CITY TIF 'FC reason other than application of T	such reduced amou DRM 3' with the Cou	unts to the Coun inty Auditor whe	ty Auditor no later than Dec n TIF indebtedness has bee	ember 1 of the	he year
Notes/Additional Information:					
	Dated this 2	21day of	November	,	2023
		Deanna Mc	Cusker, City Administrator	319-653-65	584
	Signature of Auth	horized Official		Telephone	

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Washington	County: Washin	gton	
Jrban Renewal Area Name: Washington Unified South Centr	al Amendment No. 2	- Prairie Ridge	
Urban Renewal Area Number: 92014 (Use five-digit Area	a Number Assigned by the	County Auditor)	
Individual TIF Indebtedness Type/Description/Details:		Date Approved*:	Total Amount:
Eligible Expenses for UR Area		11/21/2023	346,000
(See attached promissory note)			
'X' this box if a rebate agreement. List administrative details of	on lines above.		
2.			
'X' this box if a rebate agreement. List administrative details	on lines above.		
3.			
3			
'X' this box if a rebate agreement. List administrative details	on lines above.		
4			
'X' this box if a rebate agreement. List administrative details	on lines above.		
5			-
'X' this box if a rebate agreement. List administrative details			
If more indebtedness entry lines are needed continue to Form 1.1	Page 2.		

Total For City TIF Form 1.1 Page 1: 346,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

City: Washington County: Washington	
Urban Renewal Area Name: Washington Unified South Central Residential - Amendment No. 2	2 - Prairie Ridge
Urban Renewal Area Number: 92014 (Use five-digit Area Number Assigned by the County Auditor	-)
I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Are and County named above, the City requests less than the maximum legally available TIF incrembelow.	
Provide sufficient detail so that the County Auditor will know how to specifically administer your example you may have multiple indebtedness certifications in an Urban Renewal Area, and war tax for rebate agreement property that the County has segregated into separate taxing districts, a portion of the available increment tax from the remainder of the taxing districts in the Area.	nt the maximum
Specific Instructions To County Auditor For Administering The Request That This	Amount
Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Requested:
Collect 100% of maximum amount allowable by law for repayment of internal loan	
(See promissory note)	
Dated this 21 day of November	,2023
Deanna McCusker, City Administrator	319-653-6584
Signature of Authorized Official	Telephone

STATE OF IOWA

2023

FINANCIAL REPORT FISCAL YEAR ENDED

JUNE 30, 2023

CITY OF WASHINGTON, IOWA

DUE: December 1, 2023

16209200600000 CITY OF WASHINGTON PO Box 516 WASHINGTON LA 52353-0516 POPULATION: 7352

plied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal

	ALLFU	JNDS				A CONTRACTOR OF THE PARTY OF TH
		HE RESIDENCE OF THE PARTY OF TH	Governmental (a) Pro	oprietary (b) To	otal Actual (c)	Budget (d)
Revenues and Other Financing Sources						
Taxes Levied on Property		4,131,103		4,131,103	3,984,796	
Less: Uncollected Property Taxes-Levy Year		0		0	0	
Net Current Property Taxes		4,131,103		4,131,103	3,984,796	
Delinquent Property Taxes			0		0	0
TIF Revenues	A STATE OF THE STA		484,981		484,981	501,810
Other City Taxes			1,263,136	0	1,263,136	1,320,561
Licenses and Permits			162,166	0	162,166	106,225
Use of Money and Property			364,854	3,374	368,228	281,857
Intergovernmental			3,564,109	2,000	3,566,109	6,341,528
Charges for Fees and Service			63,047	4,720,858	4,783,905	5,636,555
Special Assessments		15,958	0	15,958	25,000	
Miscellaneous		2,361,579	296,830	2,658,409	844,963	
Other Financing Sources		3,676,918	0	3,676,918	4,610,689	
Transfers In			4,302,322	1,836,195	6,138,517	8,895,825
Total Revenues and Other Sources		20,390,173	6,859,257	17	32,549,809	
			20,370,110	0,000,000	20/900 1- 1	32,0
Expenditures and Other Financing Uses		2,419,024		2,419,024	2,520,887	
Public Safety			1,186,362		1,186,362	1,297,389
Public Works			1,180,302		1,180,302	0
Health and Social Services			1,159,453		1,159,453	1.283,604
Culture and Recreation			1,159,453		111,090	190,806
Community and Economic Development			1,757,926		1,757,926	1,644,081
General Government					1,471,286	1,507,794
Debt Service			1,471,286 4,751,289		4,751,289	8,087,148
Capital Projects				0	12,856,430	16,531,709
Total Governmental Activities Expenditures		12,856,430		4,902,979	8,629,561	
BUSINESS TYPE ACTIVITIES		12.056.420	4,902,979			
Total All Expenditures		12,856,430	4,902,979	17,759,409		
Other Financing Uses		0	1 506 212		8,895,825	
Transfers Out		4,632,204	1,506,313	6,138,517		
Total All Expenditures/and Other Financing Uses		17,488,634	6,409,292	23,897,926		
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses		2,901,539	449,965	3,351,504		
Beginning Fund Balance July 1, 2022		5,108,503	1,318,800	6,427,303		
Ending Fund Balance June 30, 2023			8,010,042	1,768,765	9,778,807	4,920,017
NOTE - These balances do not include the following, which v	were not budgeted and are r	not available for	city operations:			
Non-budgeted Internal Service Funds Pension		Pension Trust F	unds			
Private Purpose Trust Funds			Agency Funds			
Indebtedness at June 30, 2023	Amount	Indebtedness at June 30, 2023 Amoun				
General Obligation Debt				46,51		
Revenue Debt		Short-Term Debt			(
TIF Revenue Debt	- 0	1				
11F Revenue Deor		General Obligation Debt Limit 22,91		22,914,768		
	CERTIE	FICATION	tion Deci			CONTRACTOR OF THE PARTY OF THE
The forgoing report is correct to the best of my knowledge an		ICATION				
The forgoing report is contest to an annual form						
				Publication		
물과 살아가는 아내는 얼마나는 아니는 살아가는 나는 생각이다.			11/9/2023			
Signature of Preparer						
Printed name of Preparer				Phone Number		
Kelsey Brown				319-653-6584	ext 122	

PLEASE PUBLISH THIS PAGE ONLY

Date Signed

Signature of Mayor or other City official (Name and Title)

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 14, 2023

To: Mayor & City Council Cc: City Administrator

From: Kelsey Brown

Finance Director

Re: FY23 Street Finance Report

The Street Finance Report is a required report that details city receipts and expenditures on street-related expenses. This report is filed with the Iowa Department of Transportation. They then compile all the results for the federal level. Filing this report enables us to continue to receive our Road Use Tax dollars.

City Street Finance Report

Bureau of Local Systems

Ames, IA 50010

11/14/2023 9:02:41 AM

Washington

Summary

	General Fund Streets	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Bogining Ralance	\$0	\$504,764	80	\$	\$412,035	0\$	\$916,799
Degililig Dalai (-)		\$800,123		\$262,779	\$2,436,767		\$3,499,669
Sub lotal Experied ()		\$112,788	\$76,904				\$189,692
I ransiers Out (-)	O\$	\$1.018.576	\$76.904	\$262,779	\$2,283,021	\$0	\$3,641,280
Subtotal Revenues (+)))	\$76.904			\$112,788		\$189,692
Iransfers In (+)	0\$	\$687,333	\$0	\$0	\$371,077	\$0	\$1,058,410
בוומווופ במומופס							

Resolution Number: 2023-

Execution Date: Tuesday, November 21, 2023

Signature: Kelsey Brown

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



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

November 15, 2023

To: Mayor & City Council

Cc: Kelsey Brown, Finance Director

From: Deanna McCusker City Administrator

Re: Additional Information Related to the Hotel Development Agreement

The City has entered into development agreements and used TIF as the economic development tool with Commercial Businesses in the past: Wiley/Dollar Tree, Marshall's, IRE, Bazooka. These agreements were for things to assist the business with a new building, expansions, infrastructure, etc.

For Wiley/Dollar Tree, it was to run the sidewalk out along Hwy 92 and infrastructure. The contingency was that Dollar Tree had to be built then the City would reimburse the utility costs. \$55,000

For IRE, it was to assist with a stormwater retention area for the business. The City reimbursed \$100,000 to IRE for this project.

Additionally, the City has entered into development agreements with housing developments, including Briarwood. The Briarwood project cost \$1,400,000 and the City is rebating back 100% of the incremental taxes not to exceed \$336,000 over 15 years. This reimbursement equals 24% of the total project.

The City also entered into a development agreement with Oakwood subdivision. The annual reimbursement is 64% of the tax increment up to \$450,000 over 10 years. The project was \$2,400,000. This reimbursement equates 19% of the total project.

The hotel project is an estimated \$8,500,000 project. The development agreement is written to provide a rebate back to the developers in the amount not to exceed \$1,500,000 over 10 years or whichever comes first. This means that the Washington Hotel Group will pay their taxes like normal and then in June we will rebate the TIF taxes on the increment. This rebate equals 18% of the total project. With this project the City is **not** upfronting any of the project expenses, like many of the housing projects have been. So the property

owners will pay their taxes to the County just like every other property owner. Once the city receives our portion, which is increased if it is in a TIF district, then the City will rebate part of it back to the property owners. So the City takes the taxes received on this property and rebates it back to the property owners. No other property owners taxes are given to the Developers of the hotel. They will only receive taxes back that they have already paid!!!

TIF Taxes:

Net Assessed Value - Base Value Incremental Value	\$5,500,000 -\$50,000 \$5,450,000	
Calculate Residential Rollback on \$150,00 Calculate Commercial Rollback on \$5,300		\$69,514 \$4,770,000
Gross Taxable Value	\$4,839,514	
TIF Levy Rate (per \$1000)	35.26162	
Incremental Taxes (TIF Taxes Paid to C 100% of increment taxes	ity)	\$170,649 \$170,649
\$1.5M is lowest amount to make things work		\$150,000 annually
Net amount the City will retain annual	ly	\$20,649
After 10 years Amount City would hav	<u>\$206,490</u>	
Total Actual Taxes: (includes City, County, School) Net Assessed Value		\$5,500,000

Calculate Residential Rollback on \$150,000 (46.3428) \$69,514 Calculate Commercial Rollback on \$5,350,000 (90) \$4,815,000

Gross Taxable Value \$4,884,514

Levy Rate (per \$1000) **44.011422**

Net Taxes Due (Total Taxes Owed) \$214,974

The difference in Levy Rate and TIF Rate is certain levies the City can't take away from the entity, like certain school and college debt levies.

City Taxes Only

Net City Taxes Due	\$79,419/annually
City Levy Rate (per \$1000)	16.25931
Gross Taxable Value	\$4,884,514
Calculate Residential Rollback on \$150,000 (46.3428) Calculate Commercial Rollback on \$5,350,000 (90)	\$69,514 \$4,815,000
Net Assessed Value	\$5,500,000

\$399/annually

TIF or Tax Increment Financing is an economic tool that cities use to provide incentives to businesses to attract them to your community. Cities all over the state use this tool. North Liberty has used TIF to attract new businesses to their community.

Other Benefits from a Hotel:

An increase in our Hotel/Motel tax revenue. As an estimate:

The hotel is to have 54 rooms at \$120 a night. If you calculate 27 rooms for 365 days with a room rate of $120 \times 7\%$ (hotel/motel tax). That equates to 82,782.

One thing to keep in mind is that with the construction of a hotel, it will impact many other economic and local option sales tax revenue for the city.

The wellness park will have multi day tournaments since attendees can stay overnight. They will eat meals here and spend other money while in Washington. Once the hotel is built, restaurants will be built. If people are eating meals here and spending a night here they may spent other money here. This will impact the amount of local option sales tax revenue and hotel/motel tax. It will also increase the revenue for the local businesses, therefore positively impacting the economic health of the entire city.

^{***}Current taxes to the City on bare land after annexation