



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, February 6, 2024

*To attend the meeting via Zoom go to:*

<https://us02web.zoom.us/j/5077385758?pwd=aG9oTys4TDMydWlUeVFkTUlOekNUZz09>

*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, February 6, 2024 to be approved as proposed or amended.

**Consent:**

1. Council Minutes January 16, 2024.
2. Bolton & Menk, Washington/Runway 18/36 Lighting, \$564.00.
3. FOX Strand Associates, Bazooka Farmstar Consultation, \$164.98.
4. FOX Strand Associates, 2021 Washington Water Main Improvements, \$4,102.00.
5. FOX Strand Associates, East Interceptor & IRE Consultation, \$122.00.
6. Lynch Dallas, P.C., WHS Emails and Telephone with City Administrator, \$203.50.
7. Ahlers Cooney Attorneys, General Urban Renewal, \$75.00.
8. Veenstra & Kimm, Inc., Engineering services for Buchanan Street Detention, \$58.95.
9. Veenstra & Kimm, Inc., Engineering services for 12<sup>th</sup> Ave & Washington Street Intersection Improvements, \$2,327.00.
10. Veenstra & Kimm, Inc., Engineering services for Wellness Park Concession Stand, \$602.00.
11. Cornerstone Excavating, Inc., Dump Trucks Hours for Snow Removal, \$2,280.00.
12. DeLong Construction, Inc., Dump Truck Hours for Snow Removal, \$4,191.25.
13. Kevin D. Olson, City Attorney January 2024 Fees, \$1,125.17.
14. FEH Design, Washington Library Makerspace, \$4,913.05.
15. Stivers Ford, Police Dodge Durango, \$45,871.49.
16. Ahlers Cooney Attorneys, Washington Hotel Group, LLC, \$138.00.
17. BP One Trip, Class B Liquor License (**renewal**).
18. Columbus Club of Washington, Iowa Class C Liquor License (**renewal**).
19. The Wagon Wheel, Class C Liquor License (**renewal**).

20. Mi Pueblo Real Bar & Grill, Class C Liquor License (**new**).
21. Department Reports.

### **SPECIAL PRESENTATION**

- Nuisance Report

### **SPECIAL EVENT REQUEST**

- Julie Klett, JT's Sips Galentine's Event, February 8, 2024.
- Sonia Leyva, Latino Festival, August 3. 2-24.

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

### **CLAIMS & FINANCIALS**

- Claims Report.

### **NEW BUSINESS**

1. Appeal by dog owner, Sheri Miller, of the City Administrator's ruling to remove her dog from the City.
2. Discussion and Consideration of Approval to sign the 28E Agreement with the Iowa Alcoholic Beverages Division for the FY2024 Tobacco Compliance Program.
3. Discussion and Consideration of Approving the Purchase of a LUCAS device for EMS.
4. Discussion and Consideration of Resolution Approving the AquaSource Software as a Service Agreement with TecNXS, LLC.
5. Discussion and Consideration of Resolution Authorizing Tax Abatement Under the Washington Urban Revitalization Plan for Washington, Iowa.
6. Discussion and Consideration of the Remaining ARPA Funds Designation.
7. Discussion and Consideration of Resolution Endorsing Submitting A Formal Application for the Community Catalyst Grant for the Antique Mall Project.
8. Discussion and Consideration of Resolution Approving an Agreement for Residential Solid Waste Collection Services.

### **WORKSHOP**

- FY25 Workshop

### **DEPARTMENTAL REPORTS**

Police Department  
City Attorney  
City Administrator

### **MAYOR & COUNCILPERSONS**

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

**ADJOURNMENT**

CITY OF WASHINGTON  
Council Minutes 1-16-2024

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

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

Motion by Stigers, second by Moore, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, January 16, 2024 be approved.

Consent:

1. Council Minutes January 2, 2024.
2. Reed Construction, Inc., Pay Application No. 4, \$1,885.17.
3. Kevin D. Olson, City Attorney December 2023 fees, \$992.67
4. Liquor license for Unc and Nephs Class C Retail (**renewal**).
5. Department Reports.

Motion by Moore, second by Rangel to approve consent items 1-5. Motion carried.

Special Presentations: Kayla Wilkening, Kewash Half Marathon, 10k & 5k for April 27, 2024. Represented by Teri on behalf of the YMCA. Motion by Moore, second by Morgan, to approve the Kewash Half Marathon, 10k & 5k for April 27, 2024.

Presentation from the Public: None.

The claims were presented by Finance Director, Kelsey Brown. Motion by Moore, second by Stigers to approve claims report. Motion carried.

The finance report was presented by Finance Director, Kelsey Brown. Motion by Moore, second by Morgan to approve the finance report. Motion carried.

Motion by Stigers, second by Moore to approve Pay Application No. 7 to Cornerstone Excavating, Inc. for \$124,605.94. Motion carried.

Motion by Stigers, second by Moore to approve a Resolution Approving Endorsing Application for Municipal Grant Funds. Roll Call: Ayes: Morgan, Earnest, Moore, Rangel, Stigers. Nays: None. Motion carried. (**Resolution No. 2024-004**).

Council Discussion of Mayoral Status opened by Mayor Pro Tem Earnest. Morgan opened the discussion with numerous questions. When he was running for council, he had many citizens wanting to know what was going on with the mayor. Citizens deserve an update and/or thoughts moving forward in 2024. Morgan's long-term solution is to ask if Rosien would resign to move forward for permanent solutions. The council needs leadership. Moore echoes Morgan's thoughts. It has already been a year since Rosien took a leave of absence. Citizens need to understand our hands are tied at this point. This limbo could continue through the end of



Rosien's term in 2025. The best interest of the City, citizens and council is for Rosien to consider resigning. People are frustrated that nothing has happened. Rangel discussed that we need to find a permanent solution to the Mayor position. Rosien needs to resign so that the City can have a permanent solution with a newly elected Mayor. Stigers discussed that the City needs a go-to person. How to proceed is getting Rosien to do the right thing, asking him to resign. The City has come too far, and we need to keep the City moving forward. The City, council and staff are suffering by not having the leadership. Morgan agrees with the above-mentioned statements. The council needs to think of the City and its citizens. Stigers claimed the next step to move forward is a Motion for a letter to Rosien that all the council members sign, asking for his resignation for the best interest of the citizens and the City. Motion by Moore, second by Stigers to approve a letter to Rosien that all the council members sign, asking for his resignation for the best interest of the citizens and the City. Motion carried.

Morgan requested a timeframe to respond to the letter. The letter can be sent out by the end of the January 15<sup>th</sup> week. Rosien has until the next council meeting to respond to the letter. Earnest acting as Mayor Pro Tem states that it has been a year since Rosien's leave of absence. The citizens' inquiries and questions on what the council's actions are in regard to the Mayoral status is that our hands are tied. The approved Motion for a letter to Rosien to resign is about as much as the council can do at this time.

Department reports were presented.

City Administrator, McCusker requesting that the 1<sup>st</sup> Budget meeting be moved to January 30<sup>th</sup> as we will have 2 council members out and we need all members present. Request unanimously approved.

Councilpersons are thankful for the Maintenance crew, Police department and staff the past week during the blizzard and unprecedented weather conditions on plowing, removing snow, and assisting citizens.

Moore stated that all of our thoughts are with the City of Perry during the difficult time of the school shooting and the deaths of those involved. Lester and Morgan said that the extra officers being at the schools had a positive response amongst the students.

Motion by Rangel, second by Stigers that the Regular Session held at 6:00 p.m., Tuesday, January 16, 2024, is adjourned at 6:37 p.m. Motion passed unanimously.

Amanda J. Waugh, City Clerk

Illa Earnest, Mayor Pro Tem



Real People. Real Solutions.

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

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

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

December 29, 2023  
 Project No: OT5.126255  
 Invoice No: 0328108  
 Client Account: WASHINGT\_CI\_IA

Washington/Runway 18/36 Lighting

Construction (002)  
 Professional Services

	Hours	Amount	
Project Manager	3.00	564.00	
Totals	3.00	564.00	
<b>Total Labor</b>			<b>564.00</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	564.00	44,819.00	45,383.00	
Limit			46,900.00	
Remaining			1,517.00	
		<b>Total this Task</b>		<b>\$564.00</b>
		<b>Total this Invoice</b>		<b>\$564.00</b>

Due Date \_\_\_\_\_ Inv # \_\_\_\_\_  
 Vendor # \_\_\_\_\_ Date Rec. \_\_\_\_\_  
 EXP. \_\_\_\_\_  
 002-6-2080 Initials *JP*  
 301-6-6080-6716 Initials *JP*  
 EXP. Lights 18-36  
 Vender # \_\_\_\_\_ Date Rec. 1-16-2024  
 Due Date \_\_\_\_\_ Inv # \_\_\_\_\_

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

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



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
<b>Total</b>		<b>411.61</b>

**Contract Amount 10,000.00**

**Total Billings to Date 1,537.84**

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

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



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

**Invoice**

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

January 12, 2024  
 Project No: 7046.011  
 Invoice No: 0206708

**Professional Services: December 1, 2023 through December 31, 2023**

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

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

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

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

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

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

Project	7046.011	Washington Water Main - Final Design	Invoice	0206708
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Project	7046.015	2021 Washington Water Main Improvements - Easements		
			<b>Total this Project</b>	<b>0.00</b>

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

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

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Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
<b>Fee</b>				
Total Fee		69,200.00		
Percent Complete		65.00	Total Earned	44,980.00
			Previous Fee Billing	42,212.00
			Current Fee Billing	2,768.00
			<b>Total Fee</b>	<b>2,768.00</b>
			<b>Total this Project</b>	<b>\$2,768.00</b>

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Project	7046.019	2021 Washington Water Main Improvements - Post Construction/Record Drawings		
<b>Fee</b>				
Total Fee		7,600.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00

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

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

Project	7046.011	Washington Water Main - Final Design	Invoice	0206708
<b>Total Fee</b>				<b>0.00</b>
			<b>Total this Project</b>	<b>0.00</b>

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Project	7046.020	2021 Washington Water Main Improvements - Construction Staking		
<b>Total Labor</b>				<b>1,334.00</b>
			<b>Total this Project</b>	<b>\$1,334.00</b>
			<b>Total this Invoice</b>	<b>\$4,102.00</b>

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

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



**Strand Associates, Inc.®**  
414 South 17th Street, Suite 107  
Ames, IA 50010  
(P) 515.233.0000  
www.strand.com

January 22, 2024

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

Re: 2022 Washington Water Main Improvements Project  
Status Report and Monthly Invoice (enclosed)  
PN 7046.018 (Original FOX PN 3424-20B)  
City of Washington, Iowa (City)

Dear Ms. McCusker:

The enclosed invoice includes work Strand Associates, Inc.® (Strand) completed in December 2023 for the 2022 Washington Water Main Improvements Project as follows:

**Construction Administration (7046.018)**

1. Strand reviewed pay applications from the Contractor.
2. Strand coordinated project construction with Contractor and City staff.

**Construction Staking (7046.020)**

1. Strand completed construction staking for sidewalks and driveways on Madison Street.

Please call 515-233-0000 if you have any questions or concerns.

Sincerely,

STRAND ASSOCIATES, INC.®



Steven P. Soupir, P.E.

Enclosure



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

**Invoice**

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

January 11, 2024  
Project No: 7046.026  
Invoice No: 0206434

**Professional Services: December 1, 2023 through December 31, 2023**

Project 7046.026 East Interceptor & IRE Consultation

**Total Labor 122.00**

**Total this Invoice \$122.00**

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

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



IN ACCOUNT WITH  
 LYNCH DALLAS, P.C.  
 ATTORNEYS AT LAW  
 526 SECOND AVE SE  
 PO BOX 2457  
 CEDAR RAPIDS, IA 52406-2457  
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512  
 FEDERAL ID 42-1378496

City of Washington

Page: 1  
 January 23, 2024  
 Account No: 230648-00300C  
 Statement No: 215818

General

Professional Services

		Hours	
12/27/2023	WHS Emails and telephone conversation with city administrator regarding employment issues and prepare to discuss with her next week regarding possible next steps (.8). Legal research several issues and email to her (.3).	1.10	
	Current Services Rendered	1.10	<u>203.50</u>
Recapitulation			
<u>Lawyer Hrs</u>		<u>Hours</u>	<u>Rate</u>
WILFORD H STONE		1.10	\$185.00
			<u>\$203.50</u>
Total Current Services and Expenses			203.50
Balance Due			<u>\$203.50</u>

**PLEASE MAKE CHECKS PAYABLE TO:  
 LYNCH DALLAS, PC.**

PAYMENTS RECEIVED AFTER STATEMENT DATE  
 WILL APPEAR ON YOUR NEXT MONTH'S BILL.  
 PLEASE INCLUDE ACCOUNT NUMBER ON YOUR  
 CHECK OR RETURN A COPY OF YOUR BILL.



January 19, 2024

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

Invoice #: 860127  
Client #: 11307  
Matter #: 53  
Billing Attorney: JHS

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

RE: GENERAL URBAN RENEWAL

For professional services rendered and costs advanced through January 15, 2024:

Professional Services	\$ 75.00
Expenses	<u>\$ .00</u>
<b>CURRENT INVOICE DUE</b>	<b>\$ 75.00</b>

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

Include Invoice # on Payment

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

Invoice #: 860127  
GENERAL URBAN RENEWAL

January 19, 2024

**PROFESSIONAL SERVICES**

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
12/19/23	JHS	.30	RECEIVE AND RESPOND TO EMAIL FROM CITY ADMINISTRATOR REGARDING NEW TIF ORDINANCE AND CALCULATION OF AVAILABLE TIF REVENUES

**TOTAL FEES** **\$ 75.00**

**TOTAL THIS INVOICE** **\$ 75.00**



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
COBB OIL CO. , INC.	BP One Trip	(319) 694-2200		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1504 East Washington Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
308 West Fountain Street	Brighton	Iowa	52540	

## Contact Person

NAME	PHONE	EMAIL
Laura Cobb	(319) 694-2200	lcobb@cobboil.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000343	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2024	Mar 31, 2025	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Laura Cobb						
Mark Cobb	Brighton	Iowa	52540	Owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
COLUMBUS CLUB OF WASHINGTON, IOWA	COLUMBUS CLUB OF WASHINGTON, IOWA	(319) 653-5000		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
606 WEST THIRD		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
606 WEST THIRD	Washington	Iowa	52353	

## Contact Person

NAME	PHONE	EMAIL
DAVE SCHANTZ	(319) 750-2451	schantzdave@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0035929	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
Mar 5, 2023	Mar 4, 2024		
SUB-PERMITS			
Class C Retail Alcohol License			



# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
DANIEL CONRAD	WASHINGTON	Iowa	52353	BOARD MEMBER	0.00	Yes
John Marek	Washington	Iowa	52353	President	0.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Hollywood 22, LLC	The Wagon Wheel	(319) 653-3637		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
521 East 7th Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
521 East 7th Street	Washington	Iowa	52353	

## Contact Person

NAME	PHONE	EMAIL
Brandon Banks	(319) 461-5163	bbanksracing22@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044131	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2024	Feb 28, 2025	

### SUB-PERMITS

Class C Retail Alcohol License





# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Living Quarters, Outdoor Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brandon Banks	Washington	Iowa	52353	Owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Mar 1, 2024

POLICY EXPIRATION DATE

Mar 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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

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

January 26, 2024  
Project No: 24616-040  
Invoice No: 3

Project Manager Leland Belding III

Engineering services for Buchanan Street Detention:

**Professional Services from December 17, 2023 to January 20, 2024**

**Unit Billing**

Mileage

**Total Units**

58.95

**58.95**

**58.95**

**Total this Invoice**

**\$58.95**



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

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

January 26, 2024  
Project No: 24653  
Invoice No: 12

Project Manager Leland Belding III

Engineering services for 12th Ave & Washington Street Intersection Improvements:  
**Professional Services from December 17, 2023 to January 20, 2024**  
**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer II-A	13.00	179.00	2,327.00	
Totals	13.00		2,327.00	<b>2,327.00</b>
<b>Total Labor</b>				
		<b>Total this Invoice</b>		<b>\$2,327.00</b>



STATEMENT OF PROFESSIONAL SERVICES

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

January 26, 2024  
Project No: 24658  
Invoice No: 4

Project Manager Leland Belding III

Engineering services for Wellness Park Concession Stand:

**Professional Services from December 17, 2023 to January 20, 2024**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer X	2.00	97.00	194.00	
Drafter III	4.00	102.00	408.00	
Totals	6.00		602.00	
<b>Total Labor</b>				<b>602.00</b>
		<b>Total this Invoice</b>		<b>\$602.00</b>


**CornerStone**  
**EXCAVATING, INC.**  
 WASHINGTON, IOWA  
 1320 W. Main St.; P. O. Box 928  
 Washington, IA 52353  
 Phone: (319) 653-3957  
 Fax: (319) 653-9067

# Invoice

Date 1/30/2024      Invoice # 1317

**Bill To:**

City of Washington  
 215 East Washington Street  
 Washington, IA 52353

		P.O. No.	Project	
		Snow Removal	Snow Removal	
Description	Qty	Rate	Amount	
Hours with Dump Truck for snow removal 01/16/2024 Driver A	8	95.00	760.00	
Hours with Dump Truck for snow removal 01/17/2024 Driver A	8	95.00	760.00	
Hours with Dump Truck for snow removal 01/17/2024 Driver B	8	95.00	760.00	
		<b>Total</b>	<b>\$2,280.00</b>	

DeLong Construction, Inc.  
1320 North 8th Avenue  
PO Box 488  
Washington, IA 52353  
(319) 653-3334

Invoice: 2139

Sold  
to

City of Washington  
215 E. Washington  
Washington, IA 52353

Ship  
to

2024 Misc. Projects

<u>Account</u>	<u>P.O. Num</u>	<u>Ship Via</u>	<u>Ship Date</u>	<u>Terms</u>	<u>Invoice Date</u>	<u>Page</u>
CITYWASH				Net 0	1/29/24	1

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	26.75	Mack dump truck, per hour. Hauling snow on 1/16/24 and 1/17/24. Truck # 131 and #133.	95.00	2,541.25
	11	John Deere Loader, per hour. Load snow on 1/16/24 and 1/17/24.	150.00	1,650.00

Subtotal 4,191.25

Total \$4,191.25

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

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

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February 1, 2024

Amanda Waugh, City Clerk  
City of Washington, Iowa  
215 E. Washington Street  
Washington, Iowa 52353

**INVOICE**

For legal services rendered to the City of Washington, Iowa in January, 2024

TOTAL HOURS	10.00 hours (reg) 0.75 hours (ct)
TOTAL MILES	132 miles
Filing Fee Reimbursement (\$95.00)	
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR JANUARY, 2024	\$1,125.17



**FEH DESIGN**  
ARCHITECTURE / ENGINEERING / INTERIORS

604 EAST GRAND AVENUE  
DES MOINES, IOWA 50309  
P 515 288 2000  
FEHDESIGN.COM

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

Invoice number 114079  
Date 01/31/2024

Project **2023202 Washington Public Library  
Makerspace**

**Invoice Summary**

Description	Amount Not to Exceed	Prior Billed	Remaining	Current Billed
<b>Professional Services</b>	69,500.00	65,466.95	-3,446.95	7,480.00
<b>Credit to Contract Maximum</b>	0.00	0.00	2,566.95	-2,566.95
<b>Total</b>	<b>69,500.00</b>	<b>65,466.95</b>	<b>-880.00</b>	<b>4,913.05</b>

**PROFESSIONAL SERVICES**

Professional Fees

	Hours	Rate	Billed Amount
Project Architect 3 Consultant	28.00	110.00	3,080.00
Engineering Consultant KCL Engineering LLC			4,400.00

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Credit to Contract Maximum</b>	0.00	0.00	0.00	-2,566.95	-2,566.95
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,566.95</b>	<b>-2,566.95</b>

Invoice total **4,913.05**

570  
001-6-4010 6490  
Initials CS  
EXP. Design Services  
Vender# \_\_\_\_\_  
Date Rec. 1/31/24  
Due Date 2/28/24  
Inv# 114079

*DM*



INVOICE NO. F25103

1450 HICKMAN ROAD  
 WAUKEE, IA 50263  
 (800)747-2744  
 WWW.STIVERSFORDIA.COM



**CAR INVOICE**

Sold To: CITY OF WASHINGTON			Date: 02/01/2024		
Address: 215 E WASHINGTON ST WASHINGTON, IA 52353					
Home Number: N/A		Work Number: (319)653-2256		Salesman: ROBERT LONG	2 <sup>nd</sup> Salesman: N/A
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	Year: 2023	Make: FORD	Model: POLICE INTERCEPTOR EX	Color: WHITE	Body: AWD
Vehicle Ident. or Serial Number: 1FM5K8ABXPGC19852				Key No.:	STOCK: F25103

Year: 2019	Make: DODGE	Model: DURANGO
VIN: 1C4RDJFG4KC781306		
Balance Owed on Trade-In		
Payoff N/A		
Finance Company N/A Address N/A		
<b>PAY FROM THIS INVOICE</b>		
First Payment Due 02/01/2024		

<b>EQUIPPED AS PER FEDERAL PRICE LABEL</b>	
HOLDBACK	
VEHICLE MILES 6	
CUSTOMER EMAIL N/A	
FINANCE MANAGER HOUSE F&I MANAGER	
DEALER INSTALLED:	
UPFIT	11,964.49
<b>TOTAL=</b>	<b>11,964.49</b>

PRICE OF CAR	45,407.00
	N/A
	N/A
N/A	N/A
	N/A
<b>EXTRAS</b>	
FACTORY INSTALLED	N/A
DEALER INSTALLED	11,964.49
DOCUMENTATION FEE	N/A
USE TAX	N/A
LIC/TITLE/LIEN	N/A
<b>TOTAL CASH PRICE</b>	<b>57,371.49</b>
COST OF FINANCING	N/A
DEALER INSTALLED	
TOTAL CASH PRICED	57,371.49
<b>SETTLEMENT</b>	
CASH	N/A
CASH ON DELIVERY	
USED CAR	11,500.00
<b>PAYMENTS</b>	
1 AT \$ 45,871.49	
AT \$	
<b>TOTAL</b>	<b>45,871.49</b>

**NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED**



January 19, 2024

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

Invoice #: 860128  
Client #: 11307  
Matter #: 65  
Billing Attorney: JHS

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

RE: WASHINGTON HOTEL GROUP, LLC

For professional services rendered and costs advanced through January 15, 2024:

Professional Services	\$ 138.00
Expenses	<u>    \$ .00</u>
<b>CURRENT INVOICE DUE</b>	<b>\$ 138.00</b>

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

Include Invoice # on Payment

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

Invoice #: 860128  
 WASHINGTON HOTEL GROUP, LLC

January 19, 2024

**PROFESSIONAL SERVICES**

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
1/03/24	MP	.20	SEND FOLLOW UP EMAIL TO CITY CLERK REGARDING STATUS OF TRANSCRIPT DOCUMENTS, TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS
1/04/24	JHS	.20	SEND FOLLOW UP EMAIL TO CITY ADMINISTRATOR REGARDING CERTIFICATE OF COMPLETION EXECUTED AND RECORDED AS PART OF AGREEMENT
1/04/24	MP	.20	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS
1/08/24	MP	.10	SEND FOLLOW UP EMAIL TO CITY CLERK REGARDING STATUS OF TRANSCRIPT DOCUMENTS
1/10/24	MP	.10	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS

<b>TOTAL FEES</b>	<b>\$ 138.00</b>
<b>TOTAL THIS INVOICE</b>	<b>\$ 138.00</b>



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
JALISCO, INC.	MI PUEBLO REAL BAR & GRILL	(641) 799-7038		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1021 West Madison Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1930 South Gilbert StreetTwain	Iowa City	Iowa	52240	

## Contact Person

NAME	PHONE	EMAIL
alfredo arellano	(641) 799-7038	fernandomacias42@yahoo.com

## License Information

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

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS
Class C Retail Alcohol License

PRIVILEGES

## Status of Business



# State of Iowa

Alcoholic Beverages Division

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Alfredo Arellano Macias	Washington	Iowa	52353	president	100.00	No

## Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

Jan 1, 2024

POLICY EXPIRATION DATE

Feb 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



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



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

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City Administrator Report  
February 6, 2024

**Buchanan Street Project:** Finalizing documents for DOT to review.

**S Ave E:** We will be working with the county engineer on this project. With him taking the lead engineering role, there will be substantial cost savings.

**S 12<sup>th</sup> & Hwy 92:** The DOT have reviewed the plans and specs and there were and are more minor adjustments that needed to be made including obtaining updated cost estimates due to the timing. There has been a lot of restructuring at the DOT so new people in new positions has lead to delays. The project is still on for this year. Bids will be due in April.

Week of January 29<sup>th</sup>: Met with John Lins from rural water and reviewed the agreement concerning the backflow/cross connection program, reviewed the mechanic job description and updated the job posting. Will be accepting applications until February 23. Had a meeting to discuss an updated zoning classification called planned residential. This allows for decreased setbacks and for a home to be built on smaller lots. Had CPR training. Met briefly with account reps from Trane regarding the HVAC at City Hall. We should be getting a maintenance agreement late next week or the first part of the following week. Had a meeting to discuss the big snowstorm event with JJ, Marshall, Jim and Brendan. For the most part, things went well. There could be some minor changes. But it may be quite awhile before we would see that amount of snow like that.

Week of February 5<sup>th</sup> meetings: Council meeting, Council one on one, Admin meeting, Department head one on one and nuisance meeting. Will be working on updating some codes. Will be completing the online application for the Riverboat municipal grant funds. Working on the formal catalyst grant application.

The letter and deed to transfer the lots was sent regarding the lots on N. C Avenue. Kevin and Craig Davis are working on the paperwork for the land purchase that was discussed.

The annual employee appreciation is February 22 at the library.

The Annual Dinner is Monday, March 25. Social hour starts at 5pm, with the dinner and speaker at 6:30pm. Let me know who is planning on attending.

*“One of the 100 Best Small Towns in America”*

## Water Treatment Plant/Lighting- Budget Narrative 2024

Looking into the next fiscal year, I do not foresee a lot of changes to our budget. We are fortunate to have had upgrades and additions to our department in the last decade. The most important thing for our department going forward is maintaining our equipment. I expect basic expenditure on the operations side to go up slightly, due to inflation. We are leaving most line items virtually the same as last year. Some of the lines changed that I have no control over, such as insurance, taxes, utilities, DC/CC and postage/shipping. The most significant change to this year's budget is line item (6371) Utilities/Alliant Energy increased by \$31k. The reason for the increase is a 20-30% rate increase. The next two most significant increases we have no control over are lines (6420) DC/CC services of \$25.5k and (6153) General Insurance of \$9k.

Our wages will be increased by about \$12k. This increase covers a 5% inflation raise, and a future pay bump for Will Tapkan who will be getting further certified throughout his career by passing DNR exams. Though our salaries were increased, we decreased our budget for Temporary Wages (6030), Overtime Wages (6040), Group Insurance (6150), Life Insurance (6151), Dental/Vision (6152) Self-Insurance (6155), and Workers Comp (6160). The decreases from these line items equal about \$14k.

The basic expenditures line that will see the most increases are Meters (6502) \$10k, Operation Equipment Repair (6350) \$5k, and Chemicals (6501) \$5k. These are increases due to inflation/ rising prices. My operations and equipment repair line (6350) is my most used budget line. It is used for all repairs on equipment, facilities, wells, pumps, and motors. The water meter and chemical budget needs to be raised since meter and chemical prices have increased.

The traffic light budget has been raised \$35k. \$30k is for the increasing Alliant Energy rates and \$5k for equipment repairs. We will continue our plan of upgrading an intersection each year with up-to-date traffic signal equipment, and battery back-up.

In closing, we raised the Meters, Operational Equipment Repair, and Chemical lines by \$20k total. Other increases we don't have much control over, such as utilities, taxes, insurance, and DC/CC. We increased full-time wages by \$12k but were able to decrease \$14k in other employee line items. Overall, I will do my best to keep expenditures at a minimum. We are grateful for all the upgrades in our department and will do our best to maintain them efficiently. Thank you for your support! If you have any questions or concerns, please, do not hesitate to reach out to me.

Thanks,

Kyle Wellington

Water Treatment Plant Superintendent

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

## 1-6-24/1-19-24

**STREETS:** Personnel plowed snow routes on multiple occasions throughout the town with multiple snow falls. Salted streets as needed. Began hauling snow away from the downtown area.

**WATER DISTRIBUTION:** Personnel turned off/on multiple water services for different reasons.

**SEWER COLLECTION:** Personnel N/A

**STORM SEWER COLLECTION:** Personnel cleared some intakes for water drainage because of snow melt.

**MECHANIC/SHOP:** Personnel multiple repairs-#117 rear end taken out, #115 electrical issues of plow/spreader operation, #111 lights operating and mirror installed in CAT end loader & #119.

**OTHER:** Personnel N/A

\*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.



# MAINTENANCE & CONSTRUCTION DEPT. REPORT

1-20-24/2-2-24

**STREETS:** Personnel completed hauling snow around town, including the downtown, cul-de-sacs and the schools amongst other areas. Personnel pothole patched priority streets and other bad areas. Personnel repaired the 1st water main break of 2024 located at 1112 North 2nd Ave, 4 inch CIP.

**WATER DISTRIBUTION:** Personnel worked numerous water boxes, where leaks were and other issues with residents.

**SEWER COLLECTION:** Personnel televised and flushed an area in the 700 block of East Washington where the issue had been in the resident's service line.

**STORM SEWER COLLECTION:** Personnel cleaned corners and around intakes as the snow melted including .65 inches of rain had fallen to keep streets from flooding.

**MECHANIC/SHOP:** Personnel serviced 611 (took out the rear end & axles, had repaired and M/C reinstalled). Grader (switched cutting edges), both backhoes (switched cutting edges) and both end loaders (switched cutting edges). Minor repairs on other equipment such as plow maintenance, mirror replacement and electrical issues.

**OTHER:** Personnel picked up brush in the north end of town (finish next week). Personnel hauled sand back to the stockpile.

\*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.

## M/C Dept 2024/2025 Summary

The M/C Department's accomplishments from last year include a newly constructed water main project on 250th St after the annexation of three properties. A 6 inch water main was installed along with three water services including a fire hydrant, approximately 800 ft of water main. Other accomplishments include new water/sewer taps, yardwaste from April-Dec, One Call Locates (approximately 2,000/year), sanitary manhole flushing terminal MHs and trouble spots, concrete patching, leaf vac program, water shut offs (approximately 12/mth), street line painting, occasional pothole patching and snow removal with the recent storms in January as the worst since 78'/79', these are most of the major tasks we accomplish each year, the list could go on. The total water main break repairs from last year is 20, with the 25 year average at 22. The range of water main repairs can be 14-48, obviously this average will go down with the water main projects that have been constructed over the years. With East Main and West Madison being the latest. Some of the smaller water main projects we construct in-house.

M/C plans to continue the installation of an 8 inch water main in-house on South Ave B from West Van Buren St-West Monroe St. Once this is accomplished we plan to move to East 3rd St and install a 6 inch water main from North 2nd Ave-North 7th Ave. The East 3rd St project may have to be amended to a separate allocation of the budget. We have most of the material needed for the South Ave B project, and I have bumped up the Water Distribution line item 6507 \$15K counting last year. Prices as we know have skyrocketed. And these projects are a tough task to stay with continuously with all the other maintenance we get involved in. For example, we could have a water service box repair and other personnel could be street line painting leaving one or two on the water main project. Not including personnel using vacation or sick leave. There are a lot of smaller tasks we get involved with as well, too long to list. M/C needs to try and keep up with concrete patchwork as well.

A big dilemma we have had for a number of years is that our sewer camera has had lots of issues. There is a license we need to keep up to date with the software, not to mention the actual tractor and camera head have been giving us trouble for. This is why we have asked for a new and improved televising system. This system is documented in my equipment purchase request form.

There are three major sanitary sewer trunk systems in Washington. Two of which have been televised and have been assessed with the certified operators we have at M/C. The last system we need to cover is the Egg system (oldest). This would be a major task to endure with personnel, needing two full time on duty with occasionally four at times to jet some of the lateral lines to assist with the camera when cleaning needs to be done.

I would like to hire a contractor to crack seal some of the asphalt/paved streets in town. Our crack sealer is obsolete and it is impossible to rent one of these machines. This has been an absence for too long. This process prolongs a street's life for a minimum of 5 years with the main issue as the sealant keeps the moisture from getting into the base under the pavement.

We need to flush our City hydrants as well, this process flushes the entire water distribution system. With all the new water main projects over the last 10 years, our current information is slightly inaccurate with the GPM on the hydrant list. This process usually takes about 10 days with three personnel. To check the static and residual readings, this takes two working together, so two groups of two would be best for personnel to get done quicker. Still taking probably up to three weeks, maybe longer.

## Water Treatment Plant: Year End 2023 Council Report

1/24/24

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

**Issues:** We have run into some operational issues that are being addressed here at the end of the year. Our interstage pump/motor for RO2 has a bad VFD. This is scheduled to be replaced. It's taking some time to get the part. HSP 2 check valve is stuck open so it is currently out of service. The North Tower mixer has been tripping every day or 2. The South Tower has a surge arrester system for lightening strikes that currently is saying is failed. All 3 of these issues are going to be looked at by Electric Pump next week.

**2023 Flows:** Here is our monthly flow totals listed in millions of gallons. This is how much water we made and sent out to the distribution system. Jan. 21.1, Feb. 19.6, Mar. 21, Apr. 22.3, May 26.4, June 27.8, July 28, Aug. 28.5, Sept. 27.5, Oct. 25.4, Nov. 21.2, and Dec. 21.6. Our lowest flow month was February making just 19.6 million gallons. Our highest flowing month was in August making 28.5 million gallons of water. The total for the year 2023 was 290.4 million gallons, averaging 24.2 million gallons a month, and 796k thousand gallons a day.

**Water Plant Operations:** I submitted our MORs to the DNR. All monthly MORs were submitted correctly and on time for 2023. We read water meters, book 7, our extra monthly meter list, all unread meters, and re-reads. Since Randy and Dana have joined the city as our meter readers, things have never been better. They have both been great! We changed 20 water meters in Nov/Dec. In total we changed 114 water meters in 2023. We collected our routine monthly bacteria samples and the results were absent. Bulk chemicals were filled. We recorded our monthly well levels. We changed bag filters. We also changed cartridge filters on RO1. We ordered bulk filters, both cartridge and bag. We had 3 apartments on the shut off list and all 3 are back on. We got new tires for our pick up. Harris Boyz came and serviced our HVAC. Ace Electric serviced our generator. Midwest alarm came and inspected our fire alarms and sprinkler system. I have been working on budget and I'm ready to present it to council.

**Street/Traffic Lights:** Jim Connor's installed battery back up at 2<sup>nd</sup>/Washington. He also upgraded 4<sup>th</sup>/Washington to the new camera detection, same as he did last year at 2<sup>nd</sup>/Washington.

**Operators:** Will passed his Grade II Wastewater Exam! He is now certified as a Grade II Water and Wastewater Operator and a Grade I Water Distribution Operator. He will take his Grade II Distribution Exam next. 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. Will and I both attended a backflow training class here in Washington put on by Iowa Rural Water.

**Meetings attended:** Weekly staff meetings, 1 on 1 with Deanna, met with some sales reps, met with IRWA-John Lins multiple times about back flow prevention, attended 2 safety meeting, and attended a couple council meetings for the passing of the back flow protection plan in our city ordinance. The Gazette called and had a short interview with me over the back flow protection plan.

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

Thanks, stay safe!

Kyle Wellington

Water Treatment Superintendent

## WEDG accomplishments/ successes 2023

**From Brett DeWolf, May 2023...** "I feel our group is very unique in its approach to membership, how we **collaboratively** work within our county and our regional involvement with all economic agencies in the 380 corridor. We do not see economic benefit only from an entrepreneur/employer perspective but we seek out ways to benefit the employee, homeowner and community members in our entire area. I feel WEDG is an integral part of our strong communities that helps to ensure we have strong businesses, through those efforts our strong businesses thrive in strong communities."

**(Categories Below are Strategic Pillars for WEDG, highlighting the work we do, thanks to you!)**

### Business Retention and Expansion

- WEDG provided an audience with **Debi Durham, Director of IEDA/IFA**, to showcase the YMCA Pool Project Capital Campaign, resulting in a **\$500,000 CAT grant award**. We were also honored to speak to a Destination Iowa committee as they were debating their final award recipients. It worked!
- WEDG works with the City of Washington to market industrial lots. We've facilitated the sale of **4 lots at the SW Business Park** in Washington to the following businesses: W-3 Construction, Sunset Diesel and Paws and More, and Swaffer Welding. (Approximately **\$100,000 revenue in direct lot sales**. County Tax Rev fr Businesses in SW Business Park is approximately **\$66,000/year**).
- WEDG submitted ITQ for OCIO Broadband Initiative on March 31, 2023. We were delighted to be awarded an Opportunity Zone for broadband in an area west of Washington to open funding opportunities for rural broadband. The Broadband Intervention Zone designation is for the greater WestChester region!
- Wrote Letters of Support for our Broadband suppliers as they applied for the Rural Broadband expansion grant. Awards: **Sharon Tele = \$1,842,400, KCTC = \$3,120,782 and Wellman Coop = \$2,698,551.**
- WEDG is assisting **Brava Roof Tile with a 25k sq ft expansion** by facilitating a meeting with **IFA Director Debi Durham, Alliant Energy and the City of Washington**. This will increase Tax Revenue and their operational capacity.
- Assisted Sharon Telephone with a **Broadband Expansion Project** and then subsequent recognition with Miller-Meeks, Ernst and Grassley staffers in August. Invited to the completion of Sharon Telephone Company's fiber-optic cable network in and surrounding the city of about a thousand people, roughly a third of it funded by state and federal grants. Most notable among those was the USDA's Community Connect program.
- WEDG maintains **LOIS Listings (commercial version of realtor.com)** for area commercial sites and buildings on the market.
- WEDG landed the Whitesell deal with the City of Washington leading to NLW housing and Brava. Currently **\$51,576/year** to WEDG and to the City of Washington with a final balloon payment in 2028.
- We were fortunate to work with a local developer and The City of Washington to explore the benefits of a TIF allocation toward a **Cobblestone Hotel** in Washington, Iowa.



- Currently looking at prospects for YMCA building and Middle School in Washington.
- WEDG is providing assistance with marketing for **Dutch Market** on Highway 1. Opening spring of 2024!!

### Workforce

- WEDG is the liaison between Washington County and Kirkwood to administer the **260 E Program** in our county. Some recent examples include Brava Roof Tile, who submitted for 25 jobs, 18 of them will qualify for the 3% tax credit. Total amount \$415,000. Open Gates also submitted for 6 jobs, 2 will qualify for 3% tax credit for a total of \$45,000. Total active 260E Agreements = **\$1,620,000 in tax savings to our local industries thus far.**
- WEDG facilitates **Workforce Initiative meetings** for Washington County professionals once/quarter. All are welcome to attend!

### Housing

- **Washington Rehabilitation Pilot Program - 10 homes received award of \$25,000 each** for rehabilitation via collaboration with the Housing Trust Fund. (Audia on this board.)
- We led the effort to secure and were awarded **\$50,000** in down payment assistance for Kalona student-built home #2 from our area ECIHTF.
- WEDG facilitates **Housing Initiative meetings quarterly** for Washington County professionals. Join us!

### Child Care

- WEDG co-sponsored (with ECI and ISU Extension) a recurring **Child Care Appreciation Event**, which started on April 11, 2023 to celebrate and appreciate our current Child Care Professionals. Industry leaders were on hand to add their thanks. We continued this every 6 weeks at the ISU Extension Center, WA.
- We connected the Washington YMCA to Halcyon to collaborate on resources, like food service, workforce, etc.
- We held meetings with **Kids Corral**, ECI, Bazooka and WEDG and assisted them with solutions to their emergency staffing situation. The director has been hired thanks to the diligence of Janelle Johnson, Elaine Turner and their board!
- We facilitate **Pleasantview Child Care Strategy Team** meetings to explore intergenerational CC at Pleasantview campus. Those involved are WEDG, City of Kalona, ECI, IWF, the YMCA, Mid-Prairie Schools and Pleasantview management.

### Community Support

- We transplanted all of the **fire survivors from Greiner Plaza** to Sitler Studios and Federation Bank (the day after the fire) to allow all our businesses to continue quickly and efficiently in continuity of business.
- WEDG helped organize and facilitate the **Community Partnership dinner** awards ceremony February 27, 2023 at the Riverside Casino and Golf Resort.
- WEDG was a dissemination point of **Governor's Disaster Proclamation** March 31, 2023 following the tornado to help direct survivors to available funds and was able to assist Marissa Reisen, Emergency Management and individual farm families.
- We assisted in the facilitation of community education of **Dr. Gene Takle, ISU Agronomy Professor**, presenting on Climate Challenges for Iowa Agriculture at ISU extension office on April 6, 2023.
- Mary Audia, Exec Director of WEDG, was a panelist on the **Women In Leadership** event

on Thursday, March 30, 2023 sponsored by WOW. Joined by Tera Pickens, Millie Youngquist, Isabella Santoro, Samantha Meyer, Vani Tschantz, and Jacque Arreola.

- WEDG nominated [the Riverside Casino & Golf Resort](#) who then received the **Partnership Award - Large Business Award** for 2023 from CBJ, The Giving Guide.
- **WEDG Business Lab** launched in August 2023. Free coaching services for one year to Washington County!! Normally \$1440/mth or **\$17,280/year**.
- Multiple legislative visits by **Senator Joni Ernst in Kalona, Congresswoman Miller Meeks in Riverside, Senator Grassley, IA Sen Dawn Driscoll and IA Rep Heather Hora**.
- WEDG hosted **economist Dr. Ernie Goss** on August 16th for general public and Advisory Level investors. 50 community members in attendance! Great economic education for our local community.
- We participated in the **Wellman Walk Around with IEDA** in Washington leading to future grant opportunities.
- Active participant in **Healthy Hometown Initiative** with Washington County Public Health and Wellmark.
- Partnered with the YMCA to organize **Lt Gov Adam Gregg** visit to Washington in Oct 2023 bringing awareness to our region.
- Support for the **pork industry**. In depth interviews with Brennenman Pork, WEDG and SE IA Union Oct 2023.
- **Community Foundation of WA County Annual Dinner** - we raised over **\$12,000** with partial proceeds going to Hospice of WA County!
- Wrote LOS for **Riverside, IA CDBG for their Downtown Revitalization** and partner in **Comprehensive Plan with Kalona**.
- Wrote Letter of Support to **EDA for EECI CEDS plan** to help support our regional effort of a common vision. Was also an Advisory member of the creation of the CEDS plan.
- Act as a navigator for community support projects through companies like **Goldfinch Solar** and others.
- **WEDG (Audia) serves on the following boards/committees:**
  - Main Street Washington Board and Economic Development Committee
  - Chamber, Washington
  - Kalona Economic Development Group
  - Community Foundation of Washington County
  - Great Places Committee
  - Pleasantview Child Care Strategy Committee
  - ECICOG (East Central Iowa Council of Governments)
  - ECIHTF (ECI Housing Trust Fund)
  - Envision Iowa Strategy Committee (for regional CEDS)
  - Washington Noon Rotary
  - Wage Enhancement Program for Childcare Strategy Team

#### **Save the Date:**

**Washington Business Partnership Annual Dinner - March 25th**, Riverside Casino, 5:00 pm. Register here! <https://givebutter.com/AD24>

**WEDG Quarterly Speaker Series** continues with TIF Presentation by Pat Callahan - **March 22nd** at noon. Washington Public Library.

**WWTP report  
February 6<sup>th</sup>, 2024  
Council meeting**

- **After hour alarm and dog call outs –**
  - 12-16-22 Dog call to 1024 E Washington St. @ 8:14 a.m. Andrew
  - 12-24-23 Dog call to Hy-Vee @ 12:24 p.m. Andrew
  - 12-24-23 Dog call to Paws & More @ 1:43 p.m. Andrew
  - 12-24-23 Dog call to 803 N B ave. @ 4:38 p.m. Andrew
  
- **Dept Head meetings** –January 23<sup>rd</sup>,30<sup>th</sup> and Feb 6<sup>th</sup>.
  
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
  
- **Maintenance-**We preformed maintenance Grit Pump. Also maintenance was performed on decanter #3.
  
- **Testing-**All daily and weekly testing continues.
  
- **2023 Bio-Solids-**Started working on 2023 bio-solids report for the EPA due Feb. 19<sup>th</sup>. I need to participate in a webinar the 7<sup>th</sup> for reporting.
  
- **Cold weather problems-**We had a few problems associated with the cold weather and snow, which included generator and communication problems. All problems were addressed and resolved.

**Jason Whisler  
2/2/2024 10:30 A.M.**



## Elm Grove & Woodlawn Cemeteries



### Funerals

78 Total Interments for 2023. 44 Full Size, 34 Cremations.

11 Total Interments in 2024 to date. 9 Full Size, 2 Cremations.

### Building Maintenance

General clean up and maintenance.

### Yard Work

Snow removal as needed. General clean up.

### Equipment Repair/Maintenance

Repairs and service done to the Case backhoe and Kubota snow blower. IH dump truck was sent to dealership for repairs needed, unit was not operational. Had to be towed. Assist M/C dept with mechanic duties as needed.

God Bless America



Zach Wibstad



# Monthly Case Report

01/01/2024 - 01/31/2024

Case #	Case Date	Parcel Address	Description	Method of Warning	Clean up Deadline	Assigned To	Main Status
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**Group: Abated**

24042	1/18/2024	745 E Washington St.	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Abated
<b>Group Total: 1</b>							

**Group: Closed**

24063	1/25/2024	739 E WASHINGTON ST	Sidewalk Needs Shoveled	Phone Call	1/26/2024	Anna Duwa	Closed
24062	1/23/2024	502 E 7TH ST	Sidewalk Needs Shoveled	Text Message	1/25/2024	Anna Duwa	Closed
24061	1/22/2024	1007 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/24/2024	Anna Duwa	Closed
24060	1/22/2024	742 E WASHINGTON ST	Sidewalk Needs Shoveled	Phone Call	1/24/2024	Anna Duwa	Closed
24059	1/22/2024	1304 E WASHINGTON ST	Sidewalk Needs Shoveled	Phone Call	1/24/2024	Anna Duwa	Closed
24058	1/22/2024	304 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/24/2024	Anna Duwa	Closed
24057	1/18/2024	1108 E WASHINGTON ST	Pile of snow blocking line of sight on E Wash.	Phone Call	1/19/2024	Anna Duwa	Closed
24056	1/18/2024	702 E 7TH ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24055	1/18/2024	802 N 7TH AVE	Sidewalk Needs Shoveled	Hanger	1/25/2024	Anna Duwa	Closed

24054	1/18/2024	806 N 7th Ave.	Sidewalk Needs Shoveled	Hanger	1/25/2024	Anna Duwa	Closed
24053	1/18/2024	1300 N 5TH AVE	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24052	1/18/2024	704 E 13TH ST	Sidewalk Needs Shoveled	Hanger	1/25/2024	Anna Duwa	Closed
24051	1/18/2024	711 N 8TH AVE	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24050	1/18/2024	405 E 14TH ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24049	1/18/2024	620 N 5TH AVE	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24048	1/18/2024	904 N 6TH AVE	Sidewalk Needs Shoveled	Hanger	1/22/2024	Anna Duwa	Closed
24047	1/18/2024	619 N 5TH AVE	Sidewalk Needs Shoveled	Hanger	1/22/2024	Anna Duwa	Closed
24046	1/18/2024	701 HIGHLAND CT	Sidewalk Needs Shoveled	Hanger	1/22/2024	Anna Duwa	Closed
24045	1/18/2024	1501 HIGHLAND AVE	Sidewalk Needs Shoveled	Hanger	1/22/2024	Anna Duwa	Closed
24044	1/18/2024	201 S WILEY AVE	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24043	1/18/2024	305 S Wiley Ave	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24041	1/18/2024	201 S AIRPORT RD	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24040	1/18/2024	521 N 4TH AVE	Sidewalk Needs Shoveled	Hanger	1/22/2024	Anna Duwa	Closed
24039	1/18/2024	206 E 5TH ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed

24038	1/18/2024	1401 N 4TH AVE	Sidewalk Needs Shoveled	Hanger	1/22/2024	Anna Duwa	Closed
24037	1/18/2024	615 N 4TH AVE	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24036	1/18/2024	739 S 8TH AVE	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24035	1/18/2024	710 E VAN BUREN ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24034	1/18/2024	604 S B Ave.	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24033	1/18/2024	509 S B AVE	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24032	1/18/2024	600 S B AVE	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24031	1/18/2024	321 W VAN BUREN ST	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24030	1/18/2024	820 S C AVE	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24029	1/18/2024	828 S C AVE	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24028	1/18/2024	801 S B AVE	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24027	1/18/2024	403 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24026	1/18/2024	409 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24025	1/18/2024	721 W MADISON ST	Sidewalk Needs Shoveled	Hanger	1/25/2024	Anna Duwa	Closed
24024	1/18/2024	524 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24023	1/18/2024	528 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed

24022	1/18/2024	423 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24021	1/18/2024	815 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24020	1/18/2024	821 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24019	1/18/2024	827 W MADISON ST	Sidewalk Needs Shoveled	Phone Call	1/25/2024	Anna Duwa	Closed
24018	1/18/2024	319 S C AVE	Sidewalk Needs Shoveled	Phone Call	1/22/2024	Anna Duwa	Closed
24017	1/16/2024	818 N 4TH AVE	Snow not shoveled	Phone Call	1/19/2024	Anna Duwa	Closed
24015	1/8/2024	1317 E 3RD ST	Inoperable Vehicles	Letter	1/22/2024	Anna Duwa	Closed
24009	1/4/2024	1421 E 3RD ST	Keeping ducks on property	Letter	1/22/2024	Anna Duwa	Closed
24008	1/4/2024	723 E 2ND ST	Furniture outside	Letter	1/12/2024	Anna Duwa	Closed
24007	1/4/2024	1121 E Main St.	Inoperable Vehicle	Letter	1/15/2024	Anna Duwa	Closed
24006	1/4/2024	1021 E Main St.	Inoperable Vehicle	Letter	1/17/2024	Anna Duwa	Closed
24005	1/4/2024	902 E MAIN ST	Appliance out on curb	Hanger	1/8/2024	Anna Duwa	Closed
24002	1/3/2024	718 E MAIN ST	Parking Violation	Hanger	1/8/2024	Anna Duwa	Closed
24001	1/2/2024	708 E 2nd St.	Dumpster	Letter	1/17/2024	Anna Duwa	Closed

**Group Total: 54**

**Group: Open**

24016	1/15/2024	311 N C AVE	Couch outside on front of property	Letter	2/12/2024	Anna Duwa	Open
24014	1/8/2024	503 N C AVE	Inoperable Vehicles	Letter	2/16/2024	Anna Duwa	Open
24013	1/8/2024	521 N C AVE	Inoperable Vehicles	Letter	2/16/2024	Anna Duwa	Open
24012	1/8/2024	623 N C AVE	Parking Violation (Truck)	Letter	2/12/2024	Anna Duwa	Open



24011	1/5/2024	2224 250TH ST	Parking Vio/Inoperable Vehicle	Notice of Violation	2/9/2024	Anna Duwa	Open
24010	1/4/2024	404 E Washington St.	Junk on property	Letter	2/5/2024	Anna Duwa	Open
24004	1/4/2024	732 E Main St.	Busted camper w/ trash & junk surrounding it	Letter	2/5/2024	Anna Duwa	Open
24003	1/4/2024	602 E Washington St.	Back of property is a mess w/ junk, tires, and other such items	Notice to Abate	2/12/2024	Anna Duwa	Open

**Group Total: 8**

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**Total Records: 63**

**2/1/2024**



# 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@washingtontowa.gov](mailto:sallyhart@washingtontowa.gov)

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

### 1. APPLICANT INFORMATION

Name/Event: JT's Sips / Galentine's Event  
Coordinator: Julia Klett  
Contact Number: 319-541-0411  
Email Address: ~~gklett@jtsips.com~~ jtssips@gmail.com

### 2. EVENT INFORMATION

Event Description: Washington's Galentine's Event  
Purposefully You asked us to park  
out front of their store  
Days/Dates of Event: ~~2/8/24~~ 2/8/24  
Time(s) of Event: (Include Set Up/Tear Down Time) 6AM - 3PM (open 7AM-2PM)  
Event Location: Out front of Purposefully You store  
Will event require an alcohol license or require modification of an existing license?  Yes  No

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

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

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

\_\_\_\_\_

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

Other Requests

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

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

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

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

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

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

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

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

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

7. INSURANCE

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

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



**8. AGREEMENT**

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

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

Julie Klett Applicant/Sponsor Signature 1/30/24 Date

**DEPARTMENT APPROVALS**

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

Emailed on 1/30/24

**CITY COUNCIL APPROVAL**

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

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



# SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

### 1. APPLICANT INFORMATION

Name/Event: Latino Festival 2024  
Coordinator: Sonia Leyva  
Contact Number: 319 591-1094  
Email Address: latinosforwashingtoninc@gmail.com

### 2. EVENT INFORMATION

Event Description: A family-friendly event for the entire community. Musical entertainment, food, artesanias, kids activities, & much more 😊  
Days/Dates of Event: Sat. Aug 3rd, 2024  
Time(s) of Event: (Include Set Up/Tear Down Time) 7am - 11pm  
Event Location: Central Park in Washington  
Will event require an alcohol license or require modification of an existing license? Yes  No

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

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

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

Description: See map  
street closed for food vendors / Porta-potty, etc.

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

Setup cones / barricades the night before

Other Requests

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

Use of gators/UTV/ATV on City streets

Use of City Park (specify park: Central Park)  
Electrical Needs: yes

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

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

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

Fireworks (specify location:)

Other (please specify:)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Yield signs for crosswalks

Emergency "No Parking" Signs

Garbage/Recycling Barrels

Traffic cones

Street Sweeping following (parades)

Picnic Tables

Other (please specify:)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?

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

Will additional restrooms be brought to the site?  Yes  No If yes, how many? 2-4  
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided?  Yes  No If yes, how many? 2

Contact Person: Sonia Leyva

Phone: 319 591-1094

7. INSURANCE

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

Certificate of Insurance provided and accepted  Certificate of Insurance not required  
will be provided 1 mo. prior to event.

**8. AGREEMENT**

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

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

*Spencer Serna*  
Applicant/Sponsor Signature

1/31/24  
Date

**DEPARTMENT APPROVALS**

<u>Indicate Date Contacted</u>	<b>The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.</b>		
<u>N/A.</u>	City Administrator Deanna McCusker (Liquor Licenses)	319-653-6584	<a href="mailto:dmccusker@washingtioniowa.gov">dmccusker@washingtioniowa.gov</a> Comments/Restrictions: <i>no alcohol at event.</i>
<u>1/31/24</u>	Police Chief Jim Lester	319-458-0264	<a href="mailto:jlester@washingtioniowa.gov">jlester@washingtioniowa.gov</a> Comments/Restrictions:
<u>1/31/24</u>	Fire Chief Brendan DeLong	319-653-6584 x181	<a href="mailto:bdelong@washingtioniowa.gov">bdelong@washingtioniowa.gov</a> Comments/Restrictions:
<u>1/31/24</u>	Streets JJ Bell	319-653-1538	<a href="mailto:jjbell@washingtioniowa.gov">jjbell@washingtioniowa.gov</a> Comments/Restrictions:
<u>1/31/24</u>	Parks Nick Pacha	319-321-4886	<a href="mailto:npacha@washingtioniowa.gov">npacha@washingtioniowa.gov</a> Comments/Restrictions:
<u>1/31/24</u>	County Environmental Health (if serving food): Jason Taylor	319-461-2876	<a href="mailto:jtaylor@co.washington.ia.us">jtaylor@co.washington.ia.us</a> Comments/Restrictions:

**CITY COUNCIL APPROVAL**

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

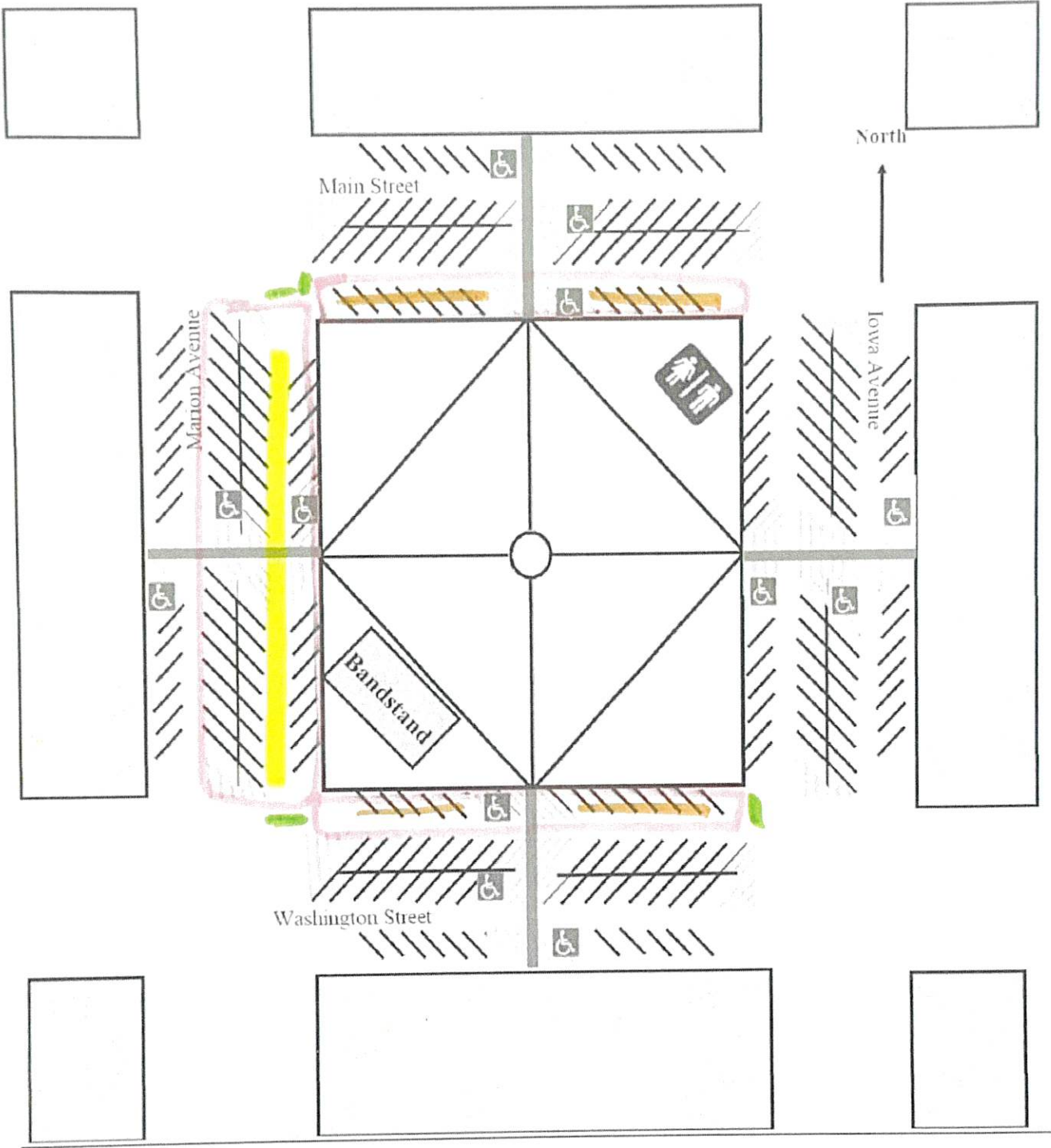
\_\_\_\_\_  
Date of Action

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

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

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

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



-  - closed
-  barricades
-  cones
-  picnic tables



## Amanda Waugh

---

**From:** Kelsey Brown <kbrown@washingtioniowa.gov> on behalf of Kelsey Brown  
**Sent:** Friday, February 2, 2024 2:39 PM  
**To:** Deanna McCusker; Amanda Waugh  
**Subject:** Claims report for February 6, 2024  
**Attachments:** AP COUNCIL REPORT 2.6.24.xlsx; VISA CHARGES 2.6.24.xlsx

Mayor and Council,

Attached please find the claims report and VISA summary for Tuesday February 6, 2024. Please let me know if you have any questions!

Thanks,

Kelsey



**Kelsey Brown**

Finance Director  
City of Washington  
215 E. Washington St.  
Washington, IA 52353  
(p) 319-653-6584 X122  
(f) 319-653-5273

**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
FEBRUARY 6, 2024**

<b>POLICE</b>	ACE-N-MORE	SNOW BRUSH/FILTERS/SUPPLIES	123.85	
	ALLIANT ENERGY	ALLIANT ENERGY	895.30	
	ALTENHOFEN, BEN	MILEAGE REIMBURSEMENT	167.68	
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	43.11	
	ARCHER APPLIANCE	REFRIGERATOR FILTER	59.99	
	ARROWHEAD FORENSICS	BLOOD/URINE KITS	131.70	
	BDH TECHNOLOGY LLC	IT CONTRACT/MONITOR&MAINT	1,087.35	
	CUSTOM IMPRESSIONS INC	WINTER HATS	233.55	
	IGRAPHIX, INC	SHIPPING	17.83	
	KCII	ADVERTISING	106.08	
	KCTC	PHONE & INTERNET	199.36	
	LESTER, JIM	MILEAGE REIMB & MEALS	213.44	
	MARCO, INC.	COPIER & PRINTER LEASE	449.99	
	MID-STATES ORGANIZED CRIME	MOCIC MEMBERSHIP	150.00	
	MIDWEST ALARM	FIRE ALARM MONITORING	200.00	
	MOORE'S BP AMOCO, INC.	TOWING AND STORAGE	200.00	
	RANGEMASTERS TRAINING CENTER	NAME TAG	25.00	
	SUMMIT FIRE PROTECTION	SPRINKLER & BACKFLO	187.33	
	VERIZON WIRELESS	CELLULAR SERVICE	877.26	
	VISA-TCM BANK, N.A.	DUES, TRAINING, MEALS	452.72	
	WASH CO TREASURER	STOP ON REG FBES- PARKING	20.00	
	WASHINGTON AUTO CENTER	REPAIRS	1,051.65	
		<b>TOTAL</b>	<b>6,893.19</b>	
	<b>FIRE</b>	424 WARNING SYSTEMS LLC	EMS TRUCK UPFIT & REDO	1,631.84
		ACE ELECTRIC. INC	GENERATOR MAINTENANCE	72.13
		ALLIANT ENERGY	ALLIANT ENERGY	2,014.42
		CINTAS CORP LOC. 342	TOWEL SERVICE	118.39
COBB OIL CO., INC-BP ONE TRIP		FUEL	13.62	
FELD FIRE		GEAR	2,573.00	
GALLS LLC		BOOTS	143.05	
HIWAY SERVICE CENTER		E-1 REPAIR	3,593.41	
KCTC		PHONE & INTERNET	155.85	
LEET'S REFRIGERATION		CLEANING ICE MACHINE	235.50	
MIDWEST ALARM		FIRE ALARM MONITORING	200.00	
SUMMIT FIRE PROTECTION		SPRINKLER & BACKFLO	187.33	
TOYNE INC		E-1 REPAIR	2,976.36	
VERIZON WIRELESS		CELLULAR SERVICE	120.03	
VISA-TCM BANK, N.A.		FUEL & TRAINING	238.80	
WITMER PUBLIC SAFETY GROUP		BOOTS	450.50	
		<b>TOTAL</b>	<b>14,724.23</b>	
<b>EMS</b>		424 WARNING SYSTEMS LLC	EMS TRUCK UPFIT & REDO	1,631.83
		BOUND TREE MEDICAL, LLC	ABD PADS	37.98
		MOHROR, JOSH	CPR CLASSES	673.00
		<b>TOTAL</b>	<b>2,342.81</b>	
<b>ANIMAL CONTROL</b>	ACE-N-MORE	DOG FOOD/WATER HEATER REPAIR	50.76	
	AMAZON CAPITAL SERVICES	LIGHT BULBS FOR DOG POUND	47.02	
	IDALS - IA DEPT OF AGRICULTURE	ANIMAL WELFARE LICENSING RENEW	75.00	
		<b>TOTAL</b>	<b>172.78</b>	
<b>DEVELOPMENT SERVICES</b>	CAPITAL ONE	SUPPLIES- PROG SUPPLIES	19.39	
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	48.24	
	DUWA, JEFF	LODGING & MEALS	275.36	
	VERIZON WIRELESS	CELLULAR SERVICE	179.30	
		<b>TOTAL</b>	<b>522.29</b>	
<b>LIBRARY</b>	AMAZON CAPITAL SERVICES	MTG ROOM CABLE/LIBRARY MATERIALS	91.30	
	BAKER & TAYLOR	LIBRARY MATERIALS	1,510.51	
	CAPITAL ONE	SUPPLIES- PROG SUPPLIES	90.24	
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	47.98	

	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	162.00
	GFS LEASING - WI	PRINTER LEASE	240.63
	GORDEN FLESCHE COMPANY INC	PRINTING	46.49
	KCTC	PHONE & INTERNET/SERVICE CALL	418.37
	VALENTINE, TAMMY	HOMEBOUND SUPPLIES & PROG	4.59
	VISA-TCM BANK, N.A.	SOFTWARE, SUBSC, POSTAGE,	717.20
		<b>TOTAL</b>	<b>3,329.31</b>
<b>PARKS</b>	ACE-N-MORE	SUPPLIES	404.38
	ALLIANT ENERGY	ALLIANT ENERGY	1,617.70
	AMAZON CAPITAL SERVICES	SUPPLIES	181.53
	ARNOLD MOTOR SUPPLY	FUNNEL	8.89
	BEACON ATHLETICS	BALLFIELD EQUIPMENT	1,657.64
	CENTRAL IOWA DISTRIBUTING	RESTROOM SUPPLIES	315.00
	JOHN DEERE FINANCIAL	HYDRO FLUID FOR TRACTOR	232.58
	KCTC	PHONE & INTERNET	340.21
	VERIZON WIRELESS	CELLULAR SERVICE	40.01
	VISA-TCM BANK, N.A.	SUPPLIES & MEALS	181.34
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	39.29
		<b>TOTAL</b>	<b>5,018.57</b>
<b>POOL</b>	ALLIANT ENERGY	ALLIANT ENERGY	79.88
	GRAINGER	PUMP LUBE	80.25
	KCTC	PHONE & INTERNET	15.95
	VISA-TCM BANK, N.A.	SUPPLIES & MEALS	27.93
		<b>TOTAL</b>	<b>204.01</b>
<b>CEMETERY</b>	ALLIANT ENERGY	ALLIANT ENERGY	771.55
	KCTC	PHONE & INTERNET	120.28
	ACE-N-MORE	SUPPLIES	168.40
	VERIZON WIRELESS	CELLULAR SERVICE	46.43
	LENGACHERS SMALL ENGINE SALES AND SERV	MOWER REPAIR- TAX EXEMPT	162.74
		<b>TOTAL</b>	<b>1,269.40</b>
<b>FINANCIAL ADMIN</b>	ALLIANT ENERGY	ALLIANT ENERGY	1,603.37
	ACCESS SYSTEMS LEASING	COPIER LEASE	426.54
	ACE ELECTRIC, INC	GENERATOR MAINTENANCE	72.12
	ACE-N-MORE	SUPPLIES	50.96
	ALBERT, KIRK	MILEAGE REIMBURSEMENT	114.63
	AMAZON CAPITAL SERVICES	SUPPLIES	36.71
	BAKER PAPER & SUPPLY	COPY PAPER	246.80
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	145.00
	CINTAS CORP LOC. 342	RUG SERVICE	65.50
	GOOGLE LLC	EMAIL SUBSCRIPTION	396.00
	IGRAPHIX, INC	ENVELOPES	738.75
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	467.50
	KCH	ADVERTISING	390.88
	KCTC	PHONE & INTERNET	1,079.15
	KIWANIS WASHINGTON AMer's	DUES & MEALS-DEANNA	76.50
	MIDWEST ALARM	FIRE ALARM MONITORING	200.00
	QUILL	OFFICE SUPPLIES	309.95
	SUMMIT FIRE PROTECTION	SPRINKLER & BACKFLO	187.34
	TRANE U.S.INC.	BLDG HEATING REPAIR & PART	4,467.99
	VERIZON WIRELESS	CELLULAR SERVICE	86.44
	VISA-TCM BANK, N.A.	WEB SERVICES & SERVER	248.67
	WASH COUNTY MINIBUS	FEBRUARY LOST PMT	25,810.74
	WMPF GROUP LLC	LEGAL ADVERTISING	1,002.04
		<b>TOTAL</b>	<b>38,223.58</b>
<b>AIRPORT</b>	ALLIANT ENERGY	ALLIANT ENERGY	915.13
	CLOUDBURST 9	INTERNET	106.35
	TITAN AVIATION FUELS	JET FUEL	10,235.02
	VERIZON WIRELESS	CELLULAR SERVICE	46.43
	VISA-TCM BANK, N.A.	AIRPORT ZOOM SERVICE	17.11
		<b>TOTAL</b>	<b>11,320.04</b>



<b>ROAD USE</b>	ACE-N-MORE	SUPPLIES	132.07
	ALTORFER INC	CAT LOADER SERVICE CALL/PARTS	4,718.49
	ARNOLD MOTOR SUPPLY	PARTS	893.00
	COBB OIL CO., INC-BP ONE TRIP	FUEL	121.74
	COLEMAN CONSTRUCTION INC.	SNOW REMOVAL - PIZZA RANCH	660.00
	HIWAY SERVICE CENTER	PARTS	255.27
	HY-VEE	SASSO MTG	41.67
	L L PELLING CO	COLD MIX	1,573.00
	MIDWEST FRAME AND AXLE	CONNECTOR KIT	71.04
	MOORE'S BP AMOCO, INC.	PLOW TRUCK TOWING	225.00
	THOMPSON TRUCK AND TRAILER INC.	BRACKETS & FLUID	332.27
	TRACTOR SUPPLY	COUPLERS	79.98
	TRI-STATE TOWING LLC	SNOW PLOW TOWING	427.50
	VISA-TCM BANK, N.A.	WORK ZONE SAFETY CLASS	990.00
	WASH CO TREASURER	ROAD SALT	9,159.86
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	114.56
		<b>TOTAL</b>	<b>19,795.45</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	12,303.80
	FRANZEN, DENNIS	LIGHT POLE REPAIR	433.50
	ELECTRICAL ENGINEERING & EQUIPMENT CO	HVAC REPAIR	4,200.00
		<b>TOTAL</b>	<b>16,937.30</b>
<b>HOTEL/MOTEL TAX</b>	IOWA ECONOMIC DEV AUTHORITY FOUNDATION	ARRIVALIST VISITATION DASH	2,500.00
	VISA-TCM BANK, N.A.	WEB SERVICES & SERVER	145.03
		<b>TOTAL</b>	<b>2,645.03</b>
<b>CAPITAL EQUIPMENT</b>	IOWA PRISON INDUSTRIES	NEW VEHICLES STRIP KITS	936.21
		<b>TOTAL</b>	<b>936.21</b>
<b>CAPITAL PROJECTS</b>	WMPF GROUP LLC	LEGAL NOTICE	285.98
	DELONG CONSTRUCTION	9-FNL PAY APP- CC VIEW SUB	40,000.00
		<b>TOTAL</b>	<b>40,285.98</b>
<b>INDUSTRIAL DEVELOP</b>	WEDG	WEDG SHARE- 915 E TYLER ST	4,298.88
		<b>TOTAL</b>	<b>4,298.88</b>
<b>K-9 PROGRAM</b>	ACE-N-MORE	K9 SUPPLIES	56.57
		K9 FOOD	44.99
		<b>TOTAL</b>	<b>101.56</b>
<b>LIBRARY GIFT</b>	AMAZON CAPITAL SERVICES	MIP TV BRACKETS	443.85
	ART DOMESTIQUE	WEAVING CLASS	400.00
	BAKER & TAYLOR	LIBRARY MATERIALS	337.49
	MONTILLA, CHRISTINA A.	WRITERS WORKSHOP	50.00
	PLAYAWAY PRODUCTS	LIBRARY MATERIALS	970.87
		<b>TOTAL</b>	<b>2,202.21</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	13,595.20
	BENNETT, ROB	WATER DEPOSIT REFUND	165.81
	CARSON PLUMBING & HEATING SRVS INC	METER SERVICE	72.00
	CONKLIN, DANA	MILEAGE REIMBURSEMENT	24.34
	EPPELRY, RANDY	MILEAGE REIMBURSEMENT	25.55
	IDE, JEFF	WATER DEPOSIT REFUND	77.20
	JETCO	RO2 REPAIR SERVICE	1,450.25
	KCTC	PHONE & INTERNET	124.33
	MURPHY, PAMELA JO	WATER DEPOSIT REFUND	86.03
	POSTMASTER	BULK MAILING WATER BILLS	1,161.57
	STOREY KENWORTHY/MATT PARROTT	LASER UTILITY BILLS	1,561.01
	TINOCO, NOHEMI	WATER DEPOSIT REFUND	60.46
	VERIZON WIRELESS	CELLULAR SERVICE	46.43
	WATER SOLUTIONS UNLIMITED	CHEMICALS	13,187.88
	WHETSTINE, DUSTAN L.	WATER DEPOSIT REFUND	88.57
		<b>TOTAL</b>	<b>31,726.63</b>

<b>WATER DISTRIBUTION</b>	ACE-N-MORE	SRV TOOLS/GLOVES	283.98	
	ALLIANT ENERGY	ALLIANT ENERGY	93.59	
	APPLIED INDUSTRIAL TECHNOLOGIES	DRILL BITS	205.11	
	BRINNING, JACOB	BOOT REIMBURSEMENT	100.00	
	CAPITAL ONE	SUPPLIES- PROG SUPPLIES	69.46	
	CONTRACTOR SOLUTIONS	NEW SAFETY HELMETS	1,700.00	
	DAKOTA SUPPLY GROUP	FLOW MARKERS	303.11	
	HIWAY SERVICE CENTER	AXLE SEAL	27.99	
	IOWA ONE CALL	SERVICE	59.40	
	KCTC	PHONE & INTERNET	104.31	
	QUAD CITIES WINWATER	SR & WTR PARTS- 03395201	3,774.78	
	RIVER PRODUCTS	ROADSTONE	311.43	
	SADLER POWER TRAIN	FLOW TRUCK REPAIR	2,848.55	
	SCHIMBERG CO.	WATER AND SEWER PIPE & PAR	615.30	
	USA BLUEBOOK	GAS DETECTORS/REPAIR	378.95	
	UTILITY EQUIPMENT CO	WATER REPAIR PARTS	879.00	
	VERIZON WIRELESS	CELLULAR SERVICE	46.43	
		<b>TOTAL</b>	<b>11,801.39</b>	
	<b>SEWER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	277.21
		ACE-N-MORE	PARTS FOR REPAIR	97.91
ALLIANT ENERGY		ALLIANT ENERGY	11,589.35	
BRECKE MECHANICAL CONTRACTORS		PLUMBING-OPERATIONS BLDG	809.69	
D.J. GONGOL & ASSOC. INC.		GRIT PUMP REPLACEMENT	8,346.07	
ELECTRICAL ENGINEERING & EQUIPMENT CO		GENERATOR SERVICE	510.00	
EUROFINS ENVIRONMENT TESTING NC		CERTIFIED TESTING	2,065.10	
JETCO		BLOWER #3 VFD REPAIR	2,461.00	
KCTC		PHONE & INTERNET	197.67	
SCHNOEBELEN REPAIRS		NEW BLADE FOR TRACTOR	2,750.00	
TIFCO INDUSTRIES		REPAIR PARTS	114.46	
TRACTOR SUPPLY		DOG FOOD/UTILITY MAT	132.46	
VERIZON WIRELESS		CELLULAR SERVICE	92.86	
VISA-TCM BANK, N.A.		OFFICE SUPPLIES	240.21	
		<b>TOTAL</b>	<b>29,683.99</b>	
<b>SEWER COLLECTION</b>		ALLIANT ENERGY	ALLIANT ENERGY	1,563.68
		ARNOLD MOTOR SUPPLY	PARTS	464.85
		CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	93.72
	HIWAY SERVICE CENTER	FLOW TRUCK PARTS	339.45	
	IDEAL READY MIX	CONCRETE FOR EGG REPAIR	457.00	
	KCTC	PHONE & INTERNET	104.31	
	QUAD CITIES WINWATER	SERVICE & WATER PARTS	3,774.78	
	SCHIMBERG CO.	SEWER & WATER PIPES & PART	3,633.94	
	THOMPSON TRUCK AND TRAILER INC.	BRACKETS & FLUID	808.35	
	VERIZON WIRELESS	CELLULAR SERVICE	38.01	
		<b>TOTAL</b>	<b>11,278.09</b>	
	<b>SANITATION</b>	JOHNSON COUNTY REFUSE INC	JOHNSON COUNTY REFUSE INC	48,017.29
		WASH CO HUMANE SOCIETY	JANUARY 2024 COLLECTIONS	320.00
		<b>TOTAL</b>	<b>48,337.29</b>	
	<b>TOTAL</b>	<b>304,050.22</b>		

**CITY OF WASHINGTON, IA  
VISA Card Charges**

**CLAIMS REPORT 2/6/2024**

<b>AIRPORT</b> ZOOM	CONFERENCE SUBSCRIPTION	17.11	<b>FIN ADMIN</b> AMAZON LIQUID WEB, LLVC ZOOM SCOOTERS ADOBE	WEB SERVICES WEB SERVICES CONFERENCE 4 COFFEES- ILEA GRADUATION ACROBAT PRO SUBSCRIPTION	11.76 145.02 55.99 23.24 12.66
<b>WATER PLANT</b>		<b>17.11</b>			
<b>PARKS/DOG PARK</b> WALMART PANCHEROS	SUPPLIES MEAL FOR POOL CEU CLASS - PACHA AND PETERSON	181.34 27.93	<b>LIBRARY/LIBRARY GIFT</b> ENDICIA GOOGLE ZOOM GAZETTE COMMUNICATIONS ALLEGiant TECHNOLOGIES WALMART DRI+PRINTING SERVICES CANVA	POSTAGE G GOOGLE SUITE ONLINE MEETING SUBSCRIPTION FAX SERVICE FAMILY PROGRAMMING SUPPLIES FIBER ARTS FEB BOOKMARKS PRO SUBSCRIPTION	9.95 48.00 55.99 234.00 49.06 65.74 74.47 179.99 <b>717.20</b>
<b>SEWER PLANT</b> WALMART HYVEE	OFFICE SUPPLIES 9L GAS	<b>209.27</b> 218.08 22.13	<b>DEVELOPMENT SERVICES</b>		
<b>FIRE</b> CASEYS KUM AND GO SPARKY'S ONE STOP	GAS - ENGINE 1 TO BREDA GAS - ENGINE 1 TO BREDA GAS - ENGINE 1 TO BREDA	<b>240.21</b> 107.84 75.06 55.90		WEB SERVICES	145.03
<b>POLICE</b> PANDA EXPRESS OUTBACK JIMMY JOHNS S GUYS HUHOT CASEYS JETHROS NATIONAL TACTICAL OFFICERS ASSOC	B ALTENHOFEN MEALS AT TRAINING B ALTENHOFEN MEALS AT TRAINING B ALTENHOFEN MEALS AT TRAINING B ALTENHOFEN MEALS AT TRAINING B ALTENHOFEN MEALS AT TRAINING B ALTENHOFEN MEALS AT TRAINING ILEA GRADUATION MEALS S ALTENHOFEN DUES	<b>238.80</b> 23.00 32.33 11.65 23.08 13.24 1.58 312.84 35.00 <b>452.72</b>	<b>ROAD USE/SEWER COLLECT/WATER DIST</b> ISU EVENT REGISTRATION	WORK ZONE SAFETY CLASS	990.00
				<b>Grand Total</b>	<b>6,694.85</b>



# INCIDENT REPORT WASHINGTON POLICE DEPARTMENT

Case Number **P-IN-23-0567** ORI **IA0920100**  
 How Reported **PHONE** Reported Date **11/06/2023** Juvenile Incident

### INCIDENT INFORMATION

Date Occurred **11/06/2023** to  Day of Week **Monday** From **15:23** to  Time Occurred  
 Assigned **11/06/2023 15:26**  
 Dispatched Location **1103 E MAIN ST** Arrived **11/06/2023 15:31**  
 Actual Location  Cleared **11/06/2023 16:32**  
 Incident Address **1103 E MAIN ST** Beat Zone **CWAS**  
 City, ST Zip **WASHINGTON, IA 52353** Sub-Beat

### INCIDENT SYNOPSIS

**CALLER REPORTS THAT THEIR DOG WAS BITTEN BY THE NEIGHBOR'S DOG. NO PROOF OF RABIES VACCINATION; DOG HAS BEEN SEIZED FOR TEN DAY QUARANTINE. DOG IS DETERMINED TO BE VICIOUS. MEMO AND ORDER HAVE BEEN INCLUDED IN THE DOCUMENTS SECTION AND A HARD COPY OF THE ORDER WAS GIVEN TO SGT. ALTENHOFEN FOR SERVICE ON SHERI MILLER. SEE DOCUMENTS FOR MORE INFO - 101 JL**

### REPORTING PARTY 1

Reporting Party **ZEAR, CHAD DAVID** Sex **MALE** Birth Date **11/04/1971** Age **52**  Juvenile  
 Eye Color **HAZEL** Hair Color **BROWN** Race **WHITE** Ethnicity **NON-HISPANIC** Height **6'02"** Weight **235 lbs.**  
 DL # **IA 958AA5302** Other ID #  Other ID Type

### PERMANENT ADDRESS

Address **1103 E MAIN ST** City **WASHINGTON** State **IA** Zip **52353**  
 Local Phone # **(319) 631-5495** Cell Phone # **(319) 461-3037** Work Phone #

Notes

**VICTIM 1**

Victim Name	Victim Type	Sex	Birth Date	Age	<input type="checkbox"/> Juvenile
<b>ZEAR, CHAD DAVID</b>	<b>Individual</b>	<b>MALE</b>	<b>11/04/1971</b>	<b>52</b>	
Eye Color	Hair Color	Race	Ethnicity	Height	Weight
<b>HAZEL</b>	<b>BROWN</b>	<b>WHITE</b>	<b>NON-HISPANIC</b>	<b>6'02"</b>	<b>235 lbs.</b>
DL #	Other ID #	Other ID Type			
<b>IA 958AA5302</b>					

**PERMANENT ADDRESS**

Address	City	State	Zip
<b>1103 E MAIN ST</b>	<b>WASHINGTON</b>	<b>IA</b>	<b>52353</b>
Local Phone #	Cell Phone #	Work Phone #	
<b>(319) 631-5495</b>	<b>(319) 461-3037</b>		

**SUSPECT 1**

Unknown  Located  Identified  Present  Juvenile  Wanted  Arrested  Arrest

Name	Sex	DOB	Age (range)	Height	Weight	DL #
<b>MILLER, SHERI MAE</b>	<b>FEMAL</b>	<b>08/19/1981</b>	<b>42</b>	<b>5'07"</b>	<b>175 lbs.</b>	<b>IA 107CC3596</b>
Eyes	Hair	Race	Ethnicity	Other ID #	Other ID Type	
<b>HAZEL</b>	<b>BROWN</b>	<b>WHITE</b>	<b>NON-HISPANIC</b>			

**PERMANENT ADDRESS**

Address	City	State	Zip
<b>1117 E MAIN ST</b>	<b>WASHINGTON</b>	<b>IA</b>	<b>52353</b>
Local Phone #	Cell Phone #	Work Phone #	
	<b>(319) 461-8641</b>		

Suspect Type

**INDIVIDUAL**

RELATIONSHIP OF VICTIM(S) TO SUSPECT:

No victim relationships.

Notes

**STATUS**Exceptional Clearance **Not applicable**

Officer Responsibility

**ALTENHOFEN, BEN 109** **REPORTING OFFICER**Exceptional Clearance Date Case Status **CLEARED - CHARGES FILED** CFS # **2315063**Accident Reviewed By **HILL, RHONDA** Date **12/01/2023 11:49**Reviewed By  Date Reviewed By

On 11/06/2023 at approximately 3:23 pm, I was dispatched to 1103 E. Main Street reference a dog bite incident. Upon my arrival, I spoke with Chad Zear.

Chad advised that his dog "King" was bitten by his neighbor's dog "Bruno". Chad identified Bruno's owner as Sherri Miller, who resides at 1117 E. Main Street. Bruno is approximately 5 years-old, a male boxer / pit-bull mix. Bruno is brown and white in color.

Chad described the incident that happened tonight. Chad said his dog, King, was in their backyard when Bruno ran up to King and bit him around the neck. Bruno didn't puncture the skin on King's neck and left no marks on the skin that we could observe. King did still have saliva on his neck fur from the incident.

Chad said this isn't the first incident that their family has had with Bruno, but this is the first time they have called it in to law enforcement. Chad said there was another incident where Bruno attacked his son and bit him on the arm. This incident was similar to tonight's incident, where Bruno did not puncture the skin. Chad said they have had other incidents where Bruno has gotten loose and went after their dogs, but they have not had an incident where Bruno broke the skin in the attack.

I photographed the bite to King and told Chad that I would speak with Sherri about the incident.

After meeting with Chad, I spoke with Sherri about the incident. Sherri was aware of the incident and acknowledged that there have been previous incidents. Sherri advised that she was unsure on Bruno's vaccination status, as she took the dog in for her son, Colby Miller, since he is incarcerated.

Sherri retrieved Bruno from the house and I found that Bruno was not aggressive towards me. Bruno was seized and transported to the city dog pound for quarantine.

Washington Police Department, Sergeant Benjamin Altenhofen, #109  
BA/rh



# 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

## MEMORANDUM

December 19, 2023

To: Lt. Shamus Altenhofen

From: Chief of Police Jim Lester

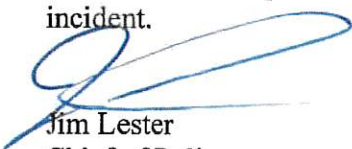
Ref.: Dog Bite Incident P-IN-23-0627

After reviewing your report, the Animal Bite Investigation Report and an email received from Sheri Miller on 12-18-2023, it is my conclusion that in this incident, Sheri Miller is keeping, sheltering, or harboring a dangerous dog / vicious animal as outlined in City Ordinance Chapter 55.

This conclusion is based on the facts indicating this is the second incident in just more than a month (previous incident 11-6-23); that this incident was without justification, and that the dog behaved in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury or death to one or more persons or domestic animals; this incident was unprovoked; the dog was running at large at the time of the attack; the owner should have known of the dog's propensity to attack or bite based on the 11-6-23 incident; the dog could not be controlled or restrained in a manner to prevent this second attack from occurring; and the Owner had failed to provide and implement a plan to keep the animal confined and/or otherwise restrained while the animal was outside the home as ordered by the Chief of Police on 11-16-2023.

The animal in this case does meet the definition of a dangerous dog and the definition of a vicious animal under Chapter 55.

Based on this determination a separate order will be served on the owner outlining their responsibilities as it relates to the animal involved in this incident.

  
Jim Lester  
Chief of Police



**ORDER REQUIRING ANIMAL  
TO BE REMOVED FROM CITY AND  
INSTALLATION OF IDENTIFICATION DEVICE  
FOLLOWING QUARANTINE PERIOD**

COMES NOW, Chief of Police Jim Lester, and pursuant to Section 55.18 of the Code of Ordinances of the City of Washington, Iowa, and hereby ORDERS and ADVISES Sheri Miller, the owner of "Bruno" (hereafter the "Owners"), who has been deemed a dangerous dog and a vicious animal due to an incident reported on December 13, 2023, of the following:

**Within seven (7) days following service of this Order, the Owner shall provide the City with the following:**

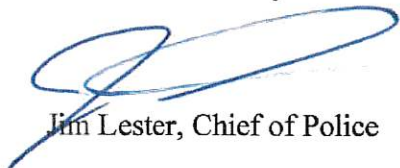
1. Written proof that the animal will be safely removed from the City. (To include name, address and phone number of location)
2. Written proof that the animal, prior to being removed from the city has an identification device (micro-chip) implanted in the animal.

The animal shall remain in custody of city impound, pending the date of the identification device (micro-chip) implantation and removal from the City.

**PLEASE BE ADVISED**, you have the right to appeal the decision of the Chief of Police by filing written notice of appeal with the City Clerk no later than seven (7) days after the receipt of this Order. Failure to file an appeal shall constitute a waiver of your right to appeal.

The Owner is responsible for all impound, medical and veterinarian expenses related to this incident.

Dated this 19th day of December 2023.

  
Jim Lester, Chief of Police





# INCIDENT REPORT WASHINGTON POLICE DEPARTMENT

Case Number **P-IN-23-0627** ORI **IA0920100**  
 How Reported  Reported Date **12/13/2023** Juvenile Incident

### INCIDENT INFORMATION

Date Occurred **12/13/2023** to  Day of Week **Wednesday** Time Occurred **15:41** to   
 Assigned **12/13/2023 15:43**  
 Dispatched Location  Arrived **12/13/2023 15:45**  
 Actual Location  Cleared **12/13/2023 16:58**  
 Incident Address **1103 E MAIN ST** Beat Zone **CWAS**  
 City, ST Zip **WASHINGTON, IA 52353** Sub-Beat

### INCIDENT SYNOPSIS

**CALLER REPORTED THAT HER NEIGHBORS DOG GOT LOOSE AND ATTACKED HER TWO DOGS--SUSPECT DOG WAS IMPOUNDED FOR QUARANTINE--REPORT TO BE FILED THE DOG IN THIS INCIDENT IS DETERMINED TO BE A DANGEROUS DOG AND VICIOUS ANIMAL AS DEFINED BY WASHINGTON CITY ORDINANCE AND WILL BE ORDERED REMOVED FROM THE CITY. THE DETERMINATION MEMO AND ORDER ARE INCLUDED IN THE DOCUMENTS SECTION. THE ORDER WILL BE SERVED ON SHERI MILLER.**

### REPORTING PARTY 1

Reporting Party **ZEAR, KAEDEN** Sex **MALE** Birth Date **06/09/2011** Age **12**  Juvenile  
 Eye Color  Hair Color  Race **WHITE** Ethnicity **NON-HISPANIC** Height  Weight **0 lbs.**  
 DL # **IA** Other ID #  Other ID Type

### PERMANENT ADDRESS

Address **1103 E MAIN ST** City **WASHINGTON** State **IA** Zip **52353**  
 Local Phone #  Cell Phone #  Work Phone #

### Notes

**REPORTING PARTY 2**

Reporting Party	Sex	Birth Date	Age		
ZEAR, MICHELLE RENAE	FEMALE	02/11/1973	50	<input type="checkbox"/>	Juvenile
Eye Color	Hair Color	Race	Ethnicity	Height	Weight
BLUE	BLOND OR	WHITE	NON-HISPANIC	5'03"	130 lbs.
DL #	Other ID #	Other ID Type			
IA 845ZZ0705					

**PERMANENT ADDRESS**

Address	City	State	Zip	
1103 E MAIN ST	WASHINGTON	IA	52353	
Local Phone #	Cell Phone #	Work Phone #		

Notes

**SUSPECT 1**

Unknown  Located  Identified  Present  Juvenile  Wanted  Arrested Arrest

Name	Sex	DOB	Age (range)	Height	Weight	DL #	
MILLER, SHERI MAE	FEMAL	08/19/1981	42	5'07"	175 lbs.	IA 107CC3596	
Eyes	Hair	Race	Ethnicity	Other ID #	Other ID Type		
HAZEL	BROWN	WHITE	NON-HISPANIC				

**PERMANENT ADDRESS**

Address	City	State	Zip	
1117 E MAIN ST	WASHINGTON	IA	52353	
Local Phone #	Cell Phone #	Work Phone #		

Suspect Type

**RELATIONSHIP OF VICTIM(S) TO SUSPECT:**  
No victim relationships.

Notes

**OFFENSE 1 - ANIMAL AT LARGE - CITY OF WASHINGTON**

Date **12/13/2023** State Statute  UCR  AB Group

Activity  Weapon  Special Circumstances

**LINKED SUSPECT(S)**  
No linked suspects.

**LINKED VICTIM(S)**  
No linked victims.

Status **Completed** Location **Residence / Home**

Method of Entry  Location #2

Point of Entry  Gang Activity **NO GANG**

No. Premises Entered  Premises Inhabited  Yes  No

Bias / Hate Crime

Victim(s) suspected of using

Type

Target Code

Affiliation

Alcohol  
 Drugs  
 Not Applicable

Suspect(s) suspected of using

Alcohol  
 Drugs  
 Computer Equip  
 Not Applicable

**STATUS**

Exceptional Clearance

Officer	Responsibility
ADAM, SETH 110	ASSISTING OFFICER
ALTENHOFEN, SHAMUS 111	REPORTING OFFICER

Exceptional Clearance Date

Case Status **CLEARED - CHARGES FILED** CFS # **2316799**

Accident

Reviewed By  Date

Reviewed By  Date

Reviewed By

On or about Wednesday, December 13, 2023 at approximately 1541 hours I was dispatched to 1103 E. Main St. for a dog that attacked another dog.

Upon my arrival I spoke with Michelle Zear. Michelle stated that the dog from two houses down attacked her dogs while they were in her yard. Michelle stated that this had just happened a few weeks ago and the suspect dog was quarantined due to not having rabies vaccination. The neighbors dog was identified as Bruno. Michelle has a chocolate lab named King and a black lab named Titus. Both dogs sustained lacerations to their ears, photos were taken of the two dogs injuries. Michelle's husband, Chad took Titus and King to the vet to be checked out. It was discovered at the vet that Titus also sustained puncture wounds to his front leg. Chad took a photo of that injury and sent the photo to me. Bruno's collar was located in the yard at 1103 E. Main St. where he attacked King and Titus. Photos were taken of the collar and the collar location in correlation to the residence that Bruno resides (1117 E. Main St.). All of the photos have been uploaded this incident report. Michelle stated that she tried to get Bruno off of her dogs and hit him with a hammer. Bruno finally let go of the dogs and went back to 1117 E. Main St. All dogs involved in this incident are up to date on their rabies vaccination.

I then went and spoke with Sheri Miller at 1117 E. Main St. in reference to this incident. Sheri stated that her daughter went to put Bruno on the leash and he took off from the back porch. He ran straight to the neighbors house and attacked the neighbor dogs. I filled out the Animal Bite form and scanned it into the document section of this incident report. I asked dispatch to contact the dog catcher and have him respond to 1117 E. Main to pick up Bruno. Bruno had a small laceration to the top of his head. After speaking with Sheri it was determined that the injury was not serious and Bruno was released to the dog catcher. Bruno is being held in the city pound for the 10 day quarantine period. I issued Sheri a citation for Allowing a Dog to Run At Large in the City of Washington and issued a court date for 1/11/2024.

I was recording this incident with my body worn camera and I have created a case in Getac for this incident.

At this point I am forwarding this incident report to Chief Lester for a determination as to whether the animal is considered vicious.

**\*\*End of Narrative\*\***

Lt. Shamus Altenhofen

# Washington Police Department

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

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## PAPER SERVICE

**PERSON TO BE SERVED:** Sheri Miller

**ADDRESS:** 1117 East Main Street, Washington, IA 52353

**ATTEMPTED SERVICES: (OFFICER, DATE and TIME)**

OFFICER	DATE	TIME	

PAPER SERVED BY:	DATE:	TIME:
<i>Shamus Altenkolen</i>	<i>12/19/23</i>	<i>1751</i>

SIGNATURE OF PERSON SERVED: *X Sheri Miller*

**ORDER REQUIRING ANIMAL  
TO BE REMOVED FROM CITY AND  
INSTALLATION OF IDENTIFICATION DEVICE  
FOLLOWING QUARANTINE PERIOD**

COMES NOW, Chief of Police Jim Lester, and pursuant to Section 55.18 of the Code of Ordinances of the City of Washington, Iowa, and hereby ORDERS and ADVISES Sheri Miller, the owner of "Bruno" (hereafter the "Owners"), who has been deemed a dangerous dog and a vicious animal due to an incident reported on December 13, 2023, of the following:

**Within seven (7) days following service of this Order, the Owner shall provide the City with the following:**

1. Written proof that the animal will be safely removed from the City. (To include name, address and phone number of location)
2. Written proof that the animal, prior to being removed from the city has an identification device (micro-chip) implanted in the animal.

The animal shall remain in custody of city impound, pending the date of the identification device (micro-chip) implantation and removal from the City.

**PLEASE BE ADVISED**, you have the right to appeal the decision of the Chief of Police by filing written notice of appeal with the City Clerk no later than seven (7) days after the receipt of this Order. Failure to file an appeal shall constitute a waiver of your right to appeal.

The Owner is responsible for all impound, medical and veterinarian expenses related to this incident.

Dated this 19th day of December 2023.



Jim Lester, Chief of Police

# Washington Police Department

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

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RE: ORDER REMOVING ANIMAL FROM  
CITY LIMITS AND REQUIRING  
IDENTIFICATION DEVICE

## PROOF OF SERVICE

I declare under penalty of perjury and pursuant to the laws of the State of Iowa, that a copy of the attached documents were served upon Sheri Miller on December 19, 2023 and that the information contained in this Proof Of Service is true and correct.

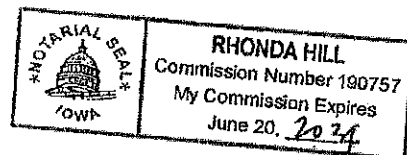
Dated this 19th day of December, 2023.

  
Signature of officer

Shamus Alverhofen  
Printed Name

Subscribed and sworn to before me this 27th day of December, 2023.

Rhonda Hill  
Notary Public for the State of Iowa







20 23

RABIES VACC.

WASHINGTON

VET CLINIC

WASHINGTON, IA

319-653-4346

23465





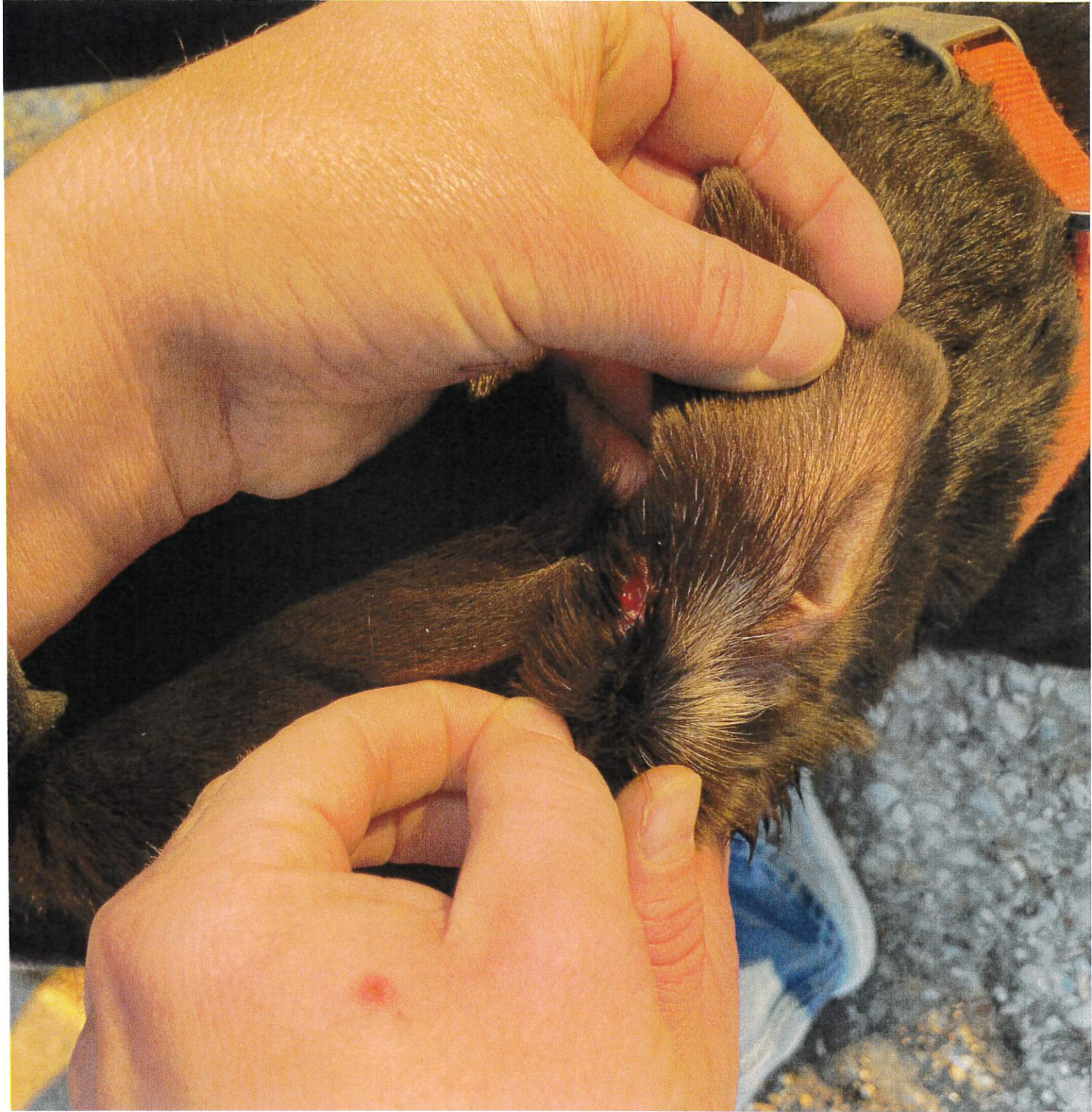
























# Washington Police Department

215 East Washington Street

Washington, Iowa 52353

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

## ANIMAL BITE INVESTIGATION

This form is to be completed by the Police Officer in response to an animal bite incident.

The information contained in this form will help determine what actions will be taken in this case in accordance with City of Washington Animal Protection and Control Ordinance Chapter 55.

In a dog bite / attack situation it is the responsibility of the Washington Police Department to ensure the safety of all persons in the City of Washington. Officers should be familiar with Chapter 55 of the Washington Code of Ordinances.

The investigation will help determine if the offending animal is a vicious animal or if it was a random bite incident. All available information should be considered and included in the investigation reports to help determine whether or not the offending animal is a danger to the public.

Date / Time of Call: 12/13/23 1541 CFS / PIN #: R-INV23-0627

Officer Name / Badge #: Lt. Shamus Ahenhosen #111

Report made by:  Victim  Animal Owner  Other: \_\_\_\_\_

Name of bite victim: Michelle Zear (owner) Victims: Titus and King

Address: 1103 E. Main St.

Phone Number: 319-461-5361 Date of Birth: 2/11/1973

Type of Animal: Dog Age: 5 Rabies Vaccination:  YES  NO

Date of Last Vaccination: 11/17/23 Owner Aware of bite:  YES  NO

Animal's Name: Bruno Breed: Pit/Boxer Sex: M Color: Black + White

Owner's Name: Sheri Miller

Address: 1117 E. Main St.

Phone Number: 319-461-8641 Date of Birth: 8/19/1981

Veterinarian Name: Washington Vet Clinic

Address: 1404 E. Washington St.

Phone Number: 319-653-4346



Description of bite / attack: Two puncture wounds to dogs ear.  
one puncture wound to other dogs ear

Location/Address of bite / attack: 1103 E. Main St.

Type of injuries reported: Puncture wounds

Were photographs of injuries taken by Officer:  YES  NO

Can owner provide adequate quarantine and observation of animal:  YES  NO  
(If YES – the owner is required to immediately report any illness in the animal immediately and the animal shall then be seized.)

***\*55.13 ...An animal without proof of current rabies vaccination shall be seized and must be quarantined under the care of a licensed veterinarian or as otherwise determined by the Police Chief for a minimum of 10 days. The cost of caring for a quarantined animal shall be paid by the owner prior to the animal being released.***

Does the animal in this report meet the definition of any of the following based on the City of Washington ordinance?

Dangerous Animal (55.01(9)):  YES  NO

Dangerous Dog (55.01(9)(D)):  YES  NO

Illegal Animal (55.01(14)):  YES  NO

Vicious Animal (55.01(23)):  YES  NO

Investigating Officer's interpretation of incident: (include additional explanation in narrative)

There was a break in the skin, but this was a minor single bite and NOT a vicious attack.

The bite was serious (required medical treatment). However, it was a single bite to the victim and NOT a vicious attack.

This was a vicious attack. There was potential for a serious injury or there was serious injury to a person or animal.

**IF this was a vicious attack the animal shall be seized and impounded.**

**RABIES VACCINATION**

The offending animal has been confirmed as having a current rabies vaccination. The animal may be quarantined at home. This means that the dog must be kept separate from all animals and watched when outdoors. The quarantine period is ten (10) days, at which time the animal must go to a veterinarian for a follow-up rabies exam. This is the responsibility of the owner and the owner shall provide a copy of the exam by the veterinarian to the Police Department.

Any illness in the dog or cat quarantined at home should be reported immediately to the Police Chief and the animal shall be seized and quarantined under the care of a licensed veterinarian.

I acknowledge the above requirements and I will abide by the requirements as stated.

Signature of Owner: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Follow-up exam completed: \_\_\_\_\_

**NO RABIES VACCINATION / UNABLE TO QUARANTINE / VICIOUS ATTACK**

The offending animal DOES NOT have proof of a rabies vaccination OR the owner is unable to quarantine the animal OR the Officer believes this was a vicious attack and it must be kept at a veterinarian for the ten (10) day quarantine period and then have a follow-up rabies exam before being released. This is at the expense of the owner and the owner is responsible for providing a copy of the exam to the Police Department before the animal is released to the owner.

I acknowledge the above requirements and I will abide by the requirements as stated.

Location of quarantine: Washington City Pound

Signature of Owner: X Shick Miller

Signature of Officer: X [Signature]

Date Signed: 12/13/23 Date Follow-up exam completed: \_\_\_\_\_

**RELINQUISHMENT OF OWNERSHIP**

I wish to relinquish ownership of \_\_\_\_\_ (the animal involved) to the City of Washington because: \_\_\_\_\_

I know that after signing this form, I have no further rights to the animal whatsoever and I understand this does not relieve me of any financial obligations related to medical or veterinarian expenses related to this incident.

Signature of Owner: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**Officer's Disposition:**

Charges filed: Dog at Large 55.10  
Date of Charge: 12/13/23 Court Date: 1/11/24

.....

**DEFINITIONS: 55.01...**

5. "At large" means off the premises of the animal's owner and not under the control of a competent person, whether by use of a leash or electronic device; restrained within a motor vehicle; or housed in a veterinary hospital or kennel.

9. "Dangerous animal" means:

- A. Any animal which is not naturally tame or gentle, which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies to do so.
- B. Any animal declared to be vicious by the Police Chief or designee.
- C. Any animal defined by this chapter as an illegal animal.
- D. "Dangerous Dog" means:
  - (1). Any dog which without justification attacks a person or domestic animal causing physical injury or death; or behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury or death to one or more persons or domestic animals.
  - (2). Further, no dog may be declared a "Dangerous Dog":
    - (a) If the dog was protecting or defending a person within the immediate vicinity of the dog from an attack or assault;
    - (b) If at the time the person was committing a crime or offense upon the property of the owner, or custodian, of the dog;
    - (c) If the person was teasing, tormenting, abusing or assaulting the dog, or in the past had teased, tormented, abused or assaulted the dog;
    - (d) If the dog was attacked or menaced by the domestic animal, or the domestic animal was on the property of the owner, or custodian of the dog;
    - (e) If the dog was responding to pain or injury or protecting itself, its kennels, or its offspring;
    - (f) If the person or domestic animal was disturbing the dog's natural functions such as sleeping or eating.
    - (g) Neither growling nor barking, nor both, shall alone constitute grounds upon which to find a dog to be "dangerous."

15. "Illegal animal" means:

- A. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition; and which is capable of killing, inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies as a species to do so.
- B. Any animal declared to be illegal by the City Council;
- C. Any non-domesticated member of the order of carnivore which as an adult exceeds the weight of 20 pounds.

D. Any of the following animals, which are deemed to be illegal animals, per se:<sup>14</sup>

- (1) Badgers, wolverines, weasels, and skunk and mink.
- (2) Raccoons.
- (3) Chimpanzees.
- (4) Bats.
- (5) Scorpions.
- (6) Snakes that are constrictors over six feet in length.
- (7) Opossums:
- (8) Piranhas.
- (9) Wolves
- (10) Coyotes
- (11) Any crossbreed of such animals which have similar characteristics to the animals specified above.

23. "Vicious animal" means an animal that has attacked or bitten any person or animal:

- A. Without provocation; or
- B. While running at large; or
- C. When the propensity to attack or bite any person or animal exists and such propensity is known to the owner or peace officer based upon past or present conduct, or should have been reasonably known to the owner, including that said animal:
  - (1) Has bitten or attacked a person or animal on two (2) separate occasions within a twelve (12) month period; or
  - (2) Did bite or attack once causing bodily injury that resulted in medical or veterinary care; or
  - (3) Did bite or attack once causing injuries above the shoulders of a person; or
  - (4) Could not be controlled or restrained at the time of attack to prevent the occurrence.

#### **55.12 RABIES CONTROL.**

All dogs and cats six months or more of age shall be immunized against rabies and a current rabies vaccination tag, furnished by a licensed veterinarian, shall be attached to the animal's collar or harness. Dogs or cats not immunized or without a current rabies vaccination tag may be seized and impounded as provided in Section 55.18 of this chapter.

#### **55.13 QUARANTINE.**

The owner of any animal which is suspected of having rabies or which has bitten any person shall, upon demand by the Police Chief, produce and surrender up such animal to be held in quarantine for observation for that period necessary to detect the existence or nonexistence of rabies. An animal with proof of current rabies vaccination may be quarantined at the owner's home or another suitable location as determined by the Police Chief. Any illness in the dog or cat quarantined at home should be reported immediately to the Police Chief and the animal shall be seized and quarantined under the care of a licensed veterinarian.

An animal without proof of current rabies vaccination shall be seized and must be quarantined under the care of a licensed veterinarian or as otherwise determined by the Police Chief for a minimum of 10 days. The cost of caring for a quarantined animal shall be paid by the owner prior to the animal being released.

### **55.18 SEIZURE, IMPOUNDMENT AND DISPOSITION.**

1. In the event that a dangerous animal, dangerous dog, illegal animal, or vicious animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Police Chief, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal, illegal animal, or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the report of any individual that a person is keeping, sheltering or harboring a dangerous animal, dangerous dog, illegal animal, or vicious animal on premises in the City, or that an animal has attacked or bitten any person or animal, the Police Chief shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal, illegal animal, or vicious animal in the City, the Police Chief shall order the person named in the complaint to:

- A. Safely remove such animal from the City; or
- B. Arrange for the animal to be destroyed by a licensed veterinarian; or
- C. Provide evidence that the owner has sufficient liability insurance, the ability to provide reasonable care for the animal and keep it confined in a manner that will prevent future incidents; or
- D. Take precautionary measures, including, but not limited to, muzzling the animal, provide the animal with specialized training within a reasonable time and to require that the animal be restrained when off the premises, all as ordered by the Police Chief.

Such order shall be contained in a Notice of Finding, which notice shall be given in writing to the person keeping, sheltering, or harboring such animal, and shall be served personally or by certified mail. Such order and notice to remove the animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Police Chief shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

The Order issued by the Police Chief shall give the person named in the Order seven (7) days to comply with said Order or file an appeal with the City Administrator within said seven (7) day time period.

3. Following the receipt of an appeal to a Notice of Finding made by the Police Chief, the City Administrator or their designee shall schedule a hearing within seven (7) days. The City shall provide the owner with at least five days advance notice of the hearing date and time.

Pending the hearing and final disposition of the appeal process, the animal shall be impounded in the municipal shelter or other authorized impoundment facility authorized by the Police Chief. At the hearing the City Administrator shall hear evidence from the Police Chief and the owner of the animal to determine the following:

- A. Whether or not the animal is dangerous, illegal or vicious as defined by City ordinance.
- B. Whether or not the owner has failed to reasonably restrain the animal; and
- C. Whether or not it is in the public interest to humanely destroy said animal, have it removed from the City or take other precautionary measures as indicated by the Police Chief's finding.

The hearing shall be conducted in accordance with rules promulgated therefor.

4. If the City Administrator determines that the animal is vicious, dangerous, or illegal, that the owner has failed to reasonably restrain said animal, or that it is in the best interest of the public to destroy the animal or have it removed from the City, then the animal shall be humanely destroyed or removed from the City within five (5) days of the delivery of the City Administrator's decision to the animal's owner.

The animal's owner shall have the right to appeal such decision. Written notice of appeal must be filed with the City Clerk within five days after receipt of the order contained in the notice. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the City Administrator.

5. If the owner so desires, they may file a notice of appeal in writing to be delivered either personally or by certified mail to the City Clerk. The notice of appeal shall state the grounds for such appeal. The hearing of such appeal shall be scheduled within five days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the City Administrator. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

6. If the Council affirms the action of the City Administrator, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous, illegal, or vicious animal remove such animal from the City, destroy it or comply with the order of the Police Chief or City Administrator. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. The animal's owner shall have five days from the date of the Council's written ruling in which to appeal the Council's decision to a court of competent jurisdiction.

7. If the order of the Police Chief, City Administrator or City Council is not complied with, the Police Chief is authorized to seize, impound or destroy such dangerous, illegal or vicious animal. Failure to comply with an order of the Police Chief, City Administrator or City Council, as the case may be, issued pursuant to this chapter constitutes a simple misdemeanor.

8. If the decision of a prior ruling is overturned upon appeal the owner shall be able to claim their animal following verification that the animal is in compliance with the rest of this chapter and once all fees, fines, and costs of impoundment have been paid.





**IN FRONT OF THE WASHINGTON CITY ADMINISTRATOR**

**IN THE MATTER OF THE APPEAL OF  
SHERI MILLER**

)  
)  
) **ORDER**  
)  
)

---

On Wednesday, January 4, 2024, this Appeal of the Chief of Police Order to remove Sheri Miller’s dog “Bruno” from the City of Washington came before me pursuant to Section 55.18 of the Code of Ordinances of the City of Washington. Appearing at said hearing was the appellant, Sheri Miller, Chief of Police Jim Lester, City Clerk Amanda Waugh, Andrew Custer, Washington Wastewater/Animal Control and City Attorney Kevin Olson. After hearing from Chief Lester, Ms. Miller and Mr. Custer, I closed the hearing.

**FACTS**

On December 19, 2023, Washington Chief of Police Jim Lester ordered that “Bruno” be removed from the city limits of the City of Washington because Bruno had been deemed a dangerous dog and vicious animal based upon an incident of December 13, 2023. Ms. Miller filed a timely notice of appeal.

The facts of the case are pretty much undisputed. Bruno escaped from Ms. Miller’s property on December 13, 2023 and attacked and injured two dogs owned by Chad and Michelle Zear at 1103 E. Main Street in Washington. Both animals had to be treated by a veterinarian for their injuries. Chief Lester testified that this was the second documented bite by Bruno.

**ANALYSIS**

Pursuant to Section 55.18(3) of the Code of Ordinances, the City Administrator, after hearing from the Chief of Police and owner of the offending animal, is charged with determining the following:

- (a) Whether or not the animal is dangerous, illegal or vicious;
- (b) Whether or not the owner has failed to reasonably restrain the animal; and
- (c) Whether or not it is in the public interest to humanely destroy the animal, have it removed from the city or take other precautionary measures.

A. **The animal is both dangerous and vicious under city ordinance.**

Section 55.01(9) of the Code of Ordinances defines a “dangerous dog” as a dog which attacks a person or domestic animal causing physical injury or death... Section 55.01(23) defines a “vicious animal” as an animal that attacked or bitten any person or animal:

- (a) without provocation; or
- (b) while running at large; or
- (c) when the propensity to attack or bite any person or animal exists and such propensity is known to the owner or police officer based upon past or present conduct.....

It is undisputed by the testimony and photos shown that Bruno did attack two animals owned by Chad and Michelle Zear and that no testimony was given showing that such attack was provoked in any way by the animals owned by Zear. In addition, Bruno was at large at the time of the attack and Chief Lester testified that this is not the first bite incident from Bruno documented by the Washington Police Department. Therefore, Bruno is both a dangerous dog and vicious animal under the Code of Ordinances.

B. **The owner has failed to reasonably restrain the animal.**

Under Ms. Miller’s own testimony, the dog has escaped the her yard and has wondered off of her property on at least two occasions where Bruno did bite other animals. Because of this fact alone, Ms. Miller has failed to reasonably restrain Bruno, especially considering the dog has escaped on at least two occasions to bite other animals.

**C. It is in the public interest to have Bruno removed from the City.**

Finally, I must determine whether it is in the public interest to have Bruno removed from the City. Ms. Miller did submit photographic evidence of a fence-type structure that has now been erected on her property where Bruno will be kept when Bruno goes outside. While this is a good step, Ms. Miller's own testimony is that Bruno has escaped through the door/gate on her porch on her property on December 13, 2023. Unfortunately, this structure also has a gate/door, and this animal has proven to be able to escape through similar type doors/gates. For some reason, Bruno attacks the neighbor dogs owned by the Zear family. Ms. Miller testified that she does not know the reason for this. In addition, Mr. Custer stated that Bruno has been well behaved when Bruno has been quarantined at the City dog pound. Finally, Ms. Miller stated that Bruno is an emotional support animal for her family.

Unfortunately, based upon Bruno's multiple bite history, I am not convinced that Bruno will not somehow escape again and attack the dogs owned by the Zear family or bite other animals or people. While I sympathize that Bruno is an emotional support animal, that does not excuse Miller from ensuring that Bruno follows all of the city ordinances regarding animal control. Therefore, I believe it is in the public interest to have Bruno removed from the City of Washington to protect the public safety.

THEREFORE, for the foregoing reasons, I have affirmed the order of Chief Lester dated December 19, 2023, to remove Bruno from the City.

PLEASE BE ADVISED that the Owner has the right to appeal this Order of the City Administrator by filing written notice of appeal with the Washington City Clerk within five (5) days of the date of this Ruling.

IF NO APPEAL is filed by the Owner within said five (5) day period, you will have seven (7) days to remove Bruno from the City of Washington.

Dated this 5<sup>th</sup> day of January, 2023.

By: \_\_\_\_\_  
Deanna McCusker, City Administrator

## Amanda Waugh

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**From:** Sheri Miller <sherimiller64@yahoo.com>  
**Sent:** Friday, December 22, 2023 2:42 PM  
**To:** dmccusker@washingtioniowa.gov  
**Subject:** Re: Appeal

Thank you!

I would like to appeal the decision made by Police Chief Jim Lester in regards to the notice requiring my dog Bruno being removed from within City limits.

I ask that you please consider overturning the decision for the following reasons:

1. Bruno is an emotional support animal for my daughter; proof can be provided upon request prior too or at the hearing.
2. I have purchased a fence that will keep Bruno from leaving my yard, ultimately preventing anymore incidents from happening.
3. The incident in question is very circumstantial, as he has never shown any type of aggressive behavior towards my neighbors dogs on either side of my home (past and present) and have always got along with them just fine. Nor has Bruno ever bitten, been aggressive or even growled at any human and or any other animal he has come in contact with.

I appreciate your time and consideration in this matter.

Respectfully,  
Sheri Miller

Tap to get Yahoo Mail

On Fri, Dec 22, 2023 at 14:25, Deanna McCusker <dmccusker@washingtioniowa.gov> wrote:

Hello Sheri,

Please reply to this email with your appeal. I will let you know it is received and then we will be in contact next week.

Thank you.  
Deanna

# ALYSSA PETERSEN

## C O U N S E L I N G

ADDRESS: 3500 S PHILLIPS AVE  
SUITE 100, SFSO, 57105  
PHONE: 605-403-3890 •  
FAX: 605-231-5460

EMAIL: ALYSSA@ALYSSADOMELCOUNSELING.COM

December 21, 2023

Expires December 19, 2024

Krishna Miller  
1117 E Main St  
Washington, IA 52353  
sherimiller64@yahoo.com  
07/30/2008

Dear Krishna,

As discussed in our recent session, I have personal knowledge of your history and have diagnosed you with a mental/emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders-Fifth Edition (DSM-5). Specifically, Depressive Disorder; Generalized Anxiety Disorder 300.02 (F41.1). The diagnosis meets the definition of disability under the Americans with Disabilities Act, the Fair Housing Act, and the Rehabilitation Act of 1973, 504.

I am familiar with the limitations imposed by your diagnosed disability and the need to mitigate those limitations. My observations suggest your emotional distress substantially limits one or more major life activities. Client has a diagnosis of BPD, Bipolar, depression, and anxiety. She experiences Fatigue, uncontrollable crying, mood swings, suicidal ideation, self harm thoughts, and lack of motivation. Client also experiences, inability to get out of bed, lack of motivation to get to school and complete activities of daily living, even down to going to the bathroom.. I am recommending the following emotional support animal to assist in coping with the diagnosed disability by alleviating symptoms and enhancing your ability to function independently.

Dog - Bruno, 63 lbs, Pitbull/Boxer Mix

In my professional opinion, it is necessary this animal live with you as their presence will mitigate symptoms of your disability in the following ways: Bruno helps mitigate these symptoms by providing tactile stimulation when she is overwhelmed. He provides a sense of comfort, as well as an increased sense of purpose. Client identified that without she has higher self harm and suicidal ideation with him. a sense of partnership and friendship.

To comply with my prescribed treatment, you may need to take steps allowing you to live with your ESA, including presenting documentation to your landlord. I have written this letter to comply with the Fair Housing Act, the Americans With Disabilities Act, and other laws providing people with disabilities an equal opportunity to use and enjoy a dwelling. Your landlord should not need you to disclose any additional information. Please understand you may voluntarily disclose your personal medical/mental health information to whomever you choose. However, I advise you to be judicious about the people to whom you may provide this letter and additional information.

I highly recommend you take the steps necessary to establish your rights and continue to use an emotional support animal as we explore and address the root causes of your diagnosis. If you feel your emotional support animal no longer provides the necessary benefits or your symptoms increase, please contact me so we may determine if this is still the best path.

If you do take the necessary steps to establish your rights but your landlord refuses to provide you with a reasonable accommodation, you have the right to make complaint with US Department of Housing and Urban Development (HUD) by filing a claim of discrimination through the HUD website - [www.hud.gov](http://www.hud.gov) - or calling the discrimination hotline at 1-800-669-9777. They will investigate the claim free of charge.

Please be aware you must assume all responsibility for the safety, cleanliness, health and conduct of the ESA at all times. In addition, please note your diagnosis and treatment are ongoing and will need to be reassessed on a routine basis.

Sincerely,



Alyssa Domel LMHC

IA LMHC (109488) since 6/30/2022



















## Amanda Waugh

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**From:** Sheri Miller <sherimiller64@yahoo.com> on behalf of Sheri Miller  
**Sent:** Tuesday, January 9, 2024 9:29 AM  
**To:** awaugh@washingtioniowa.gov  
**Subject:** Appeal

I, Sheri Miller formally request a second appeal in reference to the matter of "Bruno". This request is based off of what I believe to be false and misleading statements included in the facts and analysis portions of the appeal response. I also feel as if the first appeal decision was almost predetermined, instead of giving the evidence, testimonies and factors presented during the appeal hearing; due consideration. Lastly, I request that any City documentation referenced in the appeal decision be readily available at the next appeal hearing.

Respectfully;

Sheri Miller



# Washington Police Department

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

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Rhonda Hill  
Administrative Assistant

February 6, 2024

Lyle Hansen  
Lieutenant

To: City Council

Shamus Altenhofen  
Lieutenant

Cc: Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director  
Amanda Waugh, City Clerk

Jason Chalupa  
Sergeant

Benjamin Altenhofen  
Sergeant

Ref.: 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement

Brian VanWilligen  
Investigator

Eric Kephart  
K-9 Handler

Seth Adam  
Police Officer

Mia Brdecka  
Police Officer

Colton Schneider  
Police Officer

Devin Fraise  
Police Officer

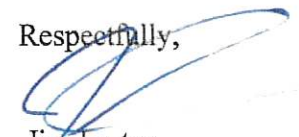
The Police Department has again been invited to participate in the I-pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY-2024. This is a program the department has participated in for several years. During the last program, all retailers checked in Washington were in compliance.

The agreement requires a compliance check at each of the licensed retailers between now and February 15, 2024. Any business that fails the first compliance check would be rechecked prior to May 15, 2024. Clerks that fail the compliance checks shall be ticketed.

The agreement includes a \$75 fee paid to the Police Department for each compliance check.

I am requesting City Council approval to sign the 28E Agreement with the Iowa Alcoholic Beverages Division for the FY2024 Tobacco Compliance Program.

Respectfully,



Jim Lester  
Chief of Police

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



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

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## MEMO

To: Mayor Pro-Tem & City Council  
From: Brendan DeLong, Fire Chief  
Date: January 24, 2024  
RE: LUCAS Device Grant & Purchase

Mayor Pro-tem & City Council –

I am requesting authorization to purchase a LUCAS automatic CPR device. This device provides automated CPR to a person experiencing cardiac arrest. This project for us has been in the works for over a year, and we just received grant approval. Performing manual CPR on a patient continuously is very taxing on the responder. This device will free the responder up allowing them to provide other life-saving measures.

The grant will fund 100% of the purchase and no additional money will be requested from the City's budget. I cannot provide specifics on the grant at this time – but will when the funding is received. They expect to fund the City of Washington sometime in April of 2024.

The LUCAS device has an 8-week lead time which is why you are seeing this request now. The amount requested is: \$19,509.28. Attached is the quote from Stryker Medical.

Thank you for your continued support.

A handwritten signature in black ink, appearing to read "Brendan DeLong", written over a white background.

Brendan DeLong  
Fire Chief



**Quick Quote 12/6/2023 6:51 AM**

Quote Number: 10830256

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: CITY OF WASHINGTON

Rep: Ryan From

Attn:

Email: ryan.from@stryker.com

Phone Number: (319) 331-9111

Quote Date: 12/06/2023

Expiration Date: 01/05/2024

Contract Start: 12/06/2023

Contract End: 12/05/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF WASHINGTON	Name:	CITY OF WASHINGTON	Name:	CITY OF WASHINGTON
Account #:	20128308	Account #:	20128308	Account #:	20128308
Address:	215 E WASHINGTON ST	Address:	215 E WASHINGTON ST	Address:	215 E WASHINGTON ST
	WASHINGTON		WASHINGTON		WASHINGTON
	Iowa 52353-2024		Iowa 52353-2024		Iowa 52353-2024

**Equipment Products:**

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$18,033.52	\$18,033.52
2.0	11576-000071	LUCAS External Power Supply	PCE	1	\$369.00	\$369.00
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	1	\$693.75	\$693.75
4.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	PK	1	\$139.50	\$139.50
Equipment Total:						\$19,235.77

**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$273.51
<b>Grand Total:</b>	<b>\$19,509.28</b>

Prices: In effect for 30 days

Terms: Net 30 Days





## Quick Quote 12/6/2023 6:51 AM

Quote Number: 10830256

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: CITY OF WASHINGTON

Chicago, IL 60673-3308

Attn:

Rep: Ryan From

Email: ryan.from@stryker.com

Phone Number: (319) 331-9111

Quote Date: 12/06/2023

Expiration Date: 01/05/2024

Contract Start: 12/06/2023

Contract End: 12/05/2024

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



**RESOLUTION NO. 2024-**

**RESOLUTION APPROVING THE AQUARESOURCE SOFTWARE AS A  
SERVICE AGREEMENT WITH TECNXS, LLC**

**WHEREAS**, it is beneficial to the City of Washington to enter into an AquaSource Software as a Service Agreement with TecNXS, LLC; and,

**WHEREAS**, AquaSource, an online backflow registration and maintenance tracking solution for water purveyors, will provide full use, all features and upgrades of the cross connection program; and,

**WHEREAS**, with the assistance of TecNXS this will help reduce disruptions and assist with the transition from the City of Washington's current system.

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

Section 1. The City Council hereby approves the AquaResource Software as a Service Agreement with TecNXS, LLC, attached to this Resolution.

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

Passed and approved this \_\_ day of February, 2024.

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

ATTEST:

\_\_\_\_\_  
Amanda J. Waugh, City Clerk



# AquaResource Software as a Service Agreement (SaaS)

Customer: <u>City of Washington</u>	* Contact:
Address: <u>215 E Washington St. Washington, IA 52353</u>	Phone: Cell: * Work: Fax:
* E-Mail:	
Service: AquaResource, online backflow registration and maintenance tracking solution for water purveyors (the "Service(s)").	
Service Term: <u>3</u> year(s)	
Estimated or Known Number of Backflow Devices in the System as of contract date: <u>50</u>	
<b>Select Fee Type</b> <input type="checkbox"/> Customer agrees to be invoiced by Company for the service at the <b>Agreed Amount</b> \$ _____ based on the estimated or known number of backflow devices in the system. In the case of a multiple year contract or automatic contract renewal Customer agrees to allow Company to adjust the <b>Agreed Amount</b> by \$ _____ per added backflow device to reflect the actual number of backflow devices in the system on the contract anniversary date. Company agrees to absorb the system growth between anniversary dates.  <input checked="" type="checkbox"/> Customer agrees to allow Company to invoice participating Testers directly per passing test report, paid on submission, subject to the terms in Section 4.3 herein \$ <u>10.50</u>	
<b>Select Additional Service(s)</b> <input checked="" type="checkbox"/> Customer grants permission for the Company to process, print and mail compliance notices on their behalf.	
Number of Compliance Notices per Backflow Device: <u>2</u>	
<b>Compliance Notice(s)</b> Number of 4x6 post card compliance notice(s) to be mailed on behalf of Customer <u>2</u> ** Number of 8.5x11 letter paper size notice(s) to be mailed on behalf of the Customer _____ **  <input type="checkbox"/> Customer agrees to be invoiced by Company based on the number and type of notice mailed  <input checked="" type="checkbox"/> Customer agrees to allow Company to combine the notice fee and the testing fee, then invoice participating Testers directly per test report, paid on submission subject to the terms in Section 4.3 herein  ** Unless otherwise specified the Contract Price is based on black and white printing, single page and envelope or post card. The information placed on the postcard must fit on the dimensions required for a First-Class Mail Postcard. Specially pricing available with known requirements.	

**Hosting Implementation Services:** Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

**Hosting Implementation Fee (one-time, non-refundable):** \$ 0

**SAAS SERVICES AGREEMENT**

This SaaS Services Agreement ("Agreement") is entered into on this XX day of Month, 202X (the "Effective Date") between TecNXS LLC with a place of business at 2721 N Wilderness Ct, Wichita, KS 67226 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Hosting Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Company TecNXS LLC:**

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

Print Name: \_\_\_\_\_

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

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

**Customer: \***

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

Print Name: \_\_\_\_\_

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

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

## TERMS AND CONDITIONS

### 1. SAAS SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

### 2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. Customer agrees to abide by the backflow assembly testing tolerances, and other tolerances, established by the Company and used by the software to determine or calculate outcomes.
- 2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations.

Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Customer is responsible for all administrative systems settings within the customer dashboard.

- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is public record or otherwise required to be disclosed by law.

3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. If Customer requests access to their raw data, Company will provide a CSV data dump in the form Company stores the Customer's data.

3.3. Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### 4. PAYMENT OF FEES

4.1. Customer will pay Company the then applicable fees described in the Hosting Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Hosting Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2. Company will bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding

balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3. Customer allows Company to directly charge Backflow Preventer Technicians ("Testers") per passing test report upon submission the agreed upon price defined in the agreement above. "Failing" or "Removed and Replaced Device" or "Removed Device and Capped Lines" submissions will not be charged. Company reserves the right to delete test reports upon a chargeback from a Tester. Company also reserves the right to terminate the account of a Tester with more than one chargeback.

4.4. Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission the amount equal to the increase put forth by the United States Postal Service for processing First Class letters and postcards. This shall apply to Customers who self-pay for compliance notices.

Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission in the event of a price increase of material or labor necessary to perform the processing of compliance notices. This shall apply to Customers who self-pay for compliance notices.

#### 5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Hosting Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term in writing. Email notification is acceptable.

5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should

survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

**6. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**7. LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary, except for bodily injury of a person, Company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors, and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (A) For error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (B) For any indirect, exemplary, incidental, special or consequential damages; (C) For any matter beyond Company's reasonable control; or (D) For any amounts that, together with amounts associated with all other claims, exceed the fees paid by Customer to Company for the services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case.

**8. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Customer agrees to reasonably cooperate with Company to serve as a reference upon request.

# EXHIBIT A

## Statement of Work

As a purveyor administrating your own cross connection control program via AquaResource the Software as a Service includes full use of the program, all features and upgrades. Technical support for both the purveyor and testers is include as it relates to the operation and function of AquaResource. Questions regarding the operation of your cross-connection control program and the governing rules are the responsibility of the purveyor.

### **AquaResource Includes:**

- Administrator dashboard displaying the most used categories of information
- Backflow reports can be submitted from the field by testers/installers
- Instant recording of backflow installation and registration
- Maintenance and rebuild tracking with a complete history
- GPS location of on-site backflow(s) via a mobile device or computer
- Field pictures of backflow devices
- Tester/installer certification and license tracking
- Test Gauge certification tracking
- System-generated notices including pre and post expiration notices concerning annual testing or mandatory rebuilds delivered to the device owner via email or a mailable paper copy
- Customer portal allowing customers to independently review the status of all their backflow preventer devices and find a certified tester

### **Hosting Implementation Services**

TecNXS is ready to help reduce disruptions and make a smooth transition from the client's current system. Our team is prepared to address technical issues during this critical period, and can co-develop an implementation plan to ensure success. The data supplied to TecNXS will be analyzed, parsed and imported into AquaResource as fully as possible. Importation success is based upon the accuracy and completeness of the data.

### **A smooth Implementation from or into AquaResource**

TecNXS will assist with data transfer from the old system, if possible, and will assist with the initial set up and training for the office staff.

### **Notices**

TecNXS can process, print and mail as many pre and post notices as required by your cross-connection program. Pricing varies based on the purveyor's individual notice requirements such as black and white or color and the mix of post card and letters.



## Questionnaire

What is the official purveyor's name? *City of Washington*

What is the street address, state, zip? *215 E Washington St*

Where is the geographical center of your water system or water district using latitude and longitude?

What is your Public Water System ID, PWSID? *9271068*

What is the name, phone number and email of the person in charge of the cross-connection program?

## EXHIBIT B

### **Support Terms**

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Company will use commercially reasonable efforts to respond to all support requests within one (1) business day.

**RESOLUTION NO. 2024-**

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

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

**WHEREAS**, all qualified real estate assessed as residential property is eligible to receive a one hundred percent exemption from taxation on the first seventy-five thousand dollars of actual value added by the improvements with the exemption for a period of three years; and

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

**WHEREAS**, the attached application for 502 South 15<sup>th</sup> Avenue, Washington, a residence owned by Chad Shall and Susan Shall, Parcel ID 1116359004, Lot4 of Prairie Ridge Subdivision, has been completed and reviewed by staff and is recommended for approval.

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

Passed and approved the \_\_\_ day of February, 2024

CITY OF WASHINGTON

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

ATTEST:

\_\_\_\_\_  
Amanda J. Waugh, City Clerk

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

\_\_\_\_ Prior Approval for Intended Improvements

\_\_\_\_ Approval of Improvements Completed

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

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

Residential

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

Commercial/Industrial

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

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

*Original*

Commercial includes property that is used for residential purposes.

...ers with at least 75% of the space

In order to be eligible, the property inspection at City Hall.

...tion Area. A map is available for

This application must be filed with assessed for taxation.

... for which the exemption is first  
... following the year that the improvements are first

Address of Property: 502 S. 15th Ave Washington, IA 52353

Legal Description: lot 40 of Prairie Ridge SD in the City of Washington in Washington County, Iowa.

Title Holder or Contract Buyer: Chad and Susan Shall

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 319-931-1426

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

Existing Property Use:  Residential \_\_\_ Commercial \_\_\_ Industrial \_\_\_ Vacant

Proposed Property Use: Residential

Nature of Improvements:  New Construction  Addition  General Improvements

Specify: \_\_\_\_\_

Permit Number(s) from the City of 22306 Building Department

Date Permit(s) Issued: 10/6/2022

Permit(s) Valuation: \$929.86

[Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: October 31, 2023

Estimated or Actual Cost of Improvements: \$346,900

Signature: [Signature] Susan M. Shull

Name (Printed) Charles Shull Susan M. Shull

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

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

Date: September 18, 2023

**FOR CITY USE**

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

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

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

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

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

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

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



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

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## Excavation Permit

**Permit Number:** 220306  
**Property Address:** 502 S. 15th Ave.

**Project Cost:** 178000  
**Issue Date:** 10/06/2022  
**Expiration Date:** 04/04/2023

**Job Description:** New Home sewer and water lines, dig basement

**Owner:**  
VC, Inc.  
1318 Woodland CT  
Washington,

**Contractor:**  
VC INC  
Washington IA 52353

Fees	Amount	Payments	Account Paid
Building Zoning Permit Fee	\$929.86	VC Inc	\$929.86
<b>Total Fee: \$929.86</b>		<b>Total Paid: \$929.86</b>	

**Notes:**

Issued By Jeff Duwa

10/06/2022

Date



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



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

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February 2, 2024

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

From: Deanna McCusker  
City Administrator

Re: Use of ARPA Funds

As Council is aware, the majority of the ARPA funds have been designated for specific projects and uses. The following have been previously approved by Council:

- \$125,000 to the Sewer Boring for the Country Club Subdivision Project
- \$89,837 for the Parkside Lift Station
- \$19,472 for the Police Camera Upgrade
- \$540,000 for the E. Main/W. Madison Water Main Project

With the \$1,081,050 that was received, an estimated \$306,741 remains to be designated. When looking back at an original discussion on the possible uses for the ARPA funds, East Adams project was discussed. I am requesting that Council approve \$143,593 to be transferred from ARPA fund 317 to Capital Projects fund 301 for the East Adams project. The project was budgeted at \$1,350,000 and the final project cost was \$1,631,000. So with the previously approved funding sources, the project was short \$423,926. We are also budgeting to move \$143,593 from RUT in FY24. With the special assessment total of \$136,740 that brings the project to a \$0 balance.

Also related to the East Adams Project, we received \$77,876 in special assessments. The remaining special assessment amount of \$58,864 will get taken to the Washington County courthouse and they will be added to the property owner's taxes for the next 10 years.

An option to consider with the remaining \$163,148, Council could approve the transfer from ARPA to the Sewer Fund to cover the cost of the Egg Sewer Basin evaluation. That evaluation will lead to the Egg Sewer Basin project that will positively benefit a high number of property owners in Washington. The original use of ARPA funds was for water/sewer infrastructure.



With the East Adams Project, I am requesting Council to consider and approve a transfer of \$143,593 from ARPA to Capital Projects. Additionally, I am requesting Council to consider and approve a transfer of the remaining funds of \$163,148 to the Sewer Fund.

Thank you for your consideration.

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

A RESOLUTION ENDORSING SUBMITTING A FORMAL APPLICATION FOR THE  
COMMUNITY CATALYST GRANT FOR THE ANTIQUE MALL PROJECT

WHEREAS, a preapplication for the Community Catalyst grant was submitted for the Antique Mall project; and,

WHEREAS, the Iowa Economic Development Authority has invited us to submit a formal application for the Community Catalyst grant for the project; and,

WHEREAS, this grant is one in which the city is a just a pass through for the project; and,

WHEREAS, the amount of the grant being applied for is \$100,000 and the deadline to submit an application is April 15, 2024.

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

Section 1. The City Council endorses the submission of an application for grant funds to the Community Catalyst program through the Iowa Economic Development Authority in the amount of \$100,000 for the Antique Mall project.

PASSED AND APPROVED this 6<sup>th</sup> day of February, 2024.

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

ATTEST:

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

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

**A RESOLUTION APPROVING AN AGREEMENT FOR RESIDENTIAL SOLID WASTE  
COLLECTION SERVICES**

WHEREAS, the City Council awarded the contract for residential solid waste disposal and recycling services by approving Resolution 2024-002 on January 2, 2024; and,

WHEREAS, developing an agreement for solid waste collection between the City of Washington and ABC Disposal Systems, Inc. is the next step; and,

WHEREAS, the agreement outlines policies and regulations connected with the contract, which is in force from July 1, 2024 thru June 30, 2029; and,

WHEREAS, the City Council does hereby approve the attached agreement for residential solid waste collection services with ABC Disposal Systems, Inc.

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

Section 1. The City of Washington approves the attached agreement with ABC Disposal Systems, Inc. for residential solid waste collection services for the term of July 1, 2024 through June 30, 2029.

PASSED AND APPROVED this 6<sup>th</sup> day of February, 2024.

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

ATTEST:

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

## **AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT is made by and between the City of Washington, Iowa, a municipal corporation, hereinafter referred to as "City," and ABC Disposal Systems, Inc., hereinafter referred to as "Hauler." In consideration of the mutual promises contained herein, the parties agree as follows:

### **SECTION 1. DEFINITIONS.**

- a. "Aluminum cans" shall mean disposable aluminum beverage containers.
- b. "Ashes" shall mean the residue from the burning of wood and other non-hazardous combustible material.
- c. "Bulky waste" shall mean large household appliances including but not limited to stoves, refrigerators (unless it contains a component having hazardous substances, such as Freon, in which event disposal would be by special arrangement only), television sets, washing machines, dryers, and other items of similar size, and fixtures and materials too large to fit into a bag or rigid container. Expressly excluded from this definition are tires, hazardous substances, dead animals or batteries.
- d. "City" shall mean the City of Washington, Iowa.
- e. "Collection bag" shall mean a plastic, watertight bag, securely tied or sealed and not exceeding 35 gallons in size and 40 pounds in weight when full.
- f. "Construction and demolition waste" shall include but not be limited to lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition or remodeling process.
- g. "Container" shall mean a closed and waterproof plastic container, varying in size and provided by the Hauler.
- h. "Curbside" shall mean the area adjacent to the curb or travelled portion of the roadway.
- i. "Dwelling unit" shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking and eating.
- j. "Extra refuse" shall mean trash that exceeds the amount of capacity in the container.
- k. "Glass containers" shall mean glass bottles and jars made from clear, green



or brown glass. Expressly excluded from this definition is window glass and other non-container glass or glass products, porcelain and ceramic products.

- l. "Hauler" shall mean ABC Disposal Systems, Inc.
- m. "Household" shall be composed of persons that reside together in a dwelling unit
- n. "Newspaper" shall mean non-glossy paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded as recyclable.
- o. "Non-collectible waste" shall mean paint in liquid form, poisons, acids, caustics, explosives and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.
- p. "Residential solid waste" shall mean refuse, recyclables, yard waste and bulky waste.
- q. "Refuse" shall mean solid waste such as food waste, trash, rags, ashes, ceramics, non-recyclable glass, paper (except unsoiled newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within dwelling units. Recyclables shall be treated as refuse if not properly disposed of as set forth herein. Refuse does not mean household generated hazardous substances.
- r. "Recyclables" shall mean designated consumer wastes that are collected and marketed for resources recovery, including unsoiled newspapers, tin and steel cans, aluminum beverage containers, glass containers, and plastic containers.
- s. "Removal" shall mean collection and disposal.
- t. "Tags" shall mean the tag (commonly referred to as a sticker) designated by the City of Washington which is placed on extra refuse and bulky waste to indicate that the disposal fee has been paid.
- u. "Tin and steel can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

## **SECTION 2. SCOPE OF WORK.**

a. The Hauler agrees to collect and dispose of Recyclables from each single-family dwelling and multi-family dwelling up to and including four (4) separate dwelling units, but not including mobile-home parks, in the City once each week. The City, in consultation with the Hauler, agrees to update the number of dwelling units covered by this Agreement every 30 days. The monthly cost per dwelling unit for collecting and disposing of Residential solid waste shall

be as set forth in the "Schedule of Fees" attached as Appendix A and made a part of this Agreement by this reference.

b. The Hauler agrees to collect and dispose of all Refuse for each of the dwelling units listed above once each week or every other week as requested by the owner or occupant in strict compliance with all applicable laws and regulations. Options for Refuse pickup include:

- A 35-gallon container picked up every other week, as scheduled by the Hauler and approved by the City.
- A 35-gallon container picked up weekly
- A 65-gallon container picked up weekly

All refuse, with the exception of extra Refuse, must be placed at the curbside in the containers currently being used by the City of Washington. Extra Refuse shall be secured in a collection bag, affixed with a tag and placed on the top of the refuse container. All solid waste disposal unit and monthly fees listed in this Agreement are inclusive of the cost of applicable SEMCO Landfill tipping fees, which are the responsibility of the Hauler, except as noted.

c. The Hauler agrees to collect and dispose of all Recyclables for each of the dwelling units listed above once each week in strict compliance with all applicable laws and regulations. Options for recycling pickup include:

- A 65-gallon container picked up weekly
- A 95-gallon container picked up weekly

d. The Hauler agrees to collect and dispose of all Bulky Waste. Bulky waste shall be collected by a separate agreement between the Hauler and the owner or occupant of the dwelling unit requesting the disposal of such bulky waste. Billing and payment shall be by separate arrangement between the Hauler and the owner or occupant of the dwelling unit.

e. The Hauler agrees to collect and dispose of all bulky waste for all dwelling units under this contract for annual spring and fall cleanup. Said cleanup events will be held at a central site at a time and place to be coordinated between the City and the Hauler. The City shall pay hauler \$145 per 25 yd dumpster used at each cleanup event plus landfill tipping costs. In addition, ABC Disposal Systems, Inc. staff will work the cleanup events.

f. The Schedule of Fees attached hereto (Appendix A) is based on the fee schedule submitted by ABC Disposal Systems, Inc. The Schedule of Fees is subject to a 3% rate adjustment based on the proposal from ABC Disposal Systems, Inc. Any further adjustment with fees shall need to be mutually agreed upon.

### **SECTION 3. INSUFFICIENT SERVICE PENALTY.**

The City reserves the right to impose an insufficient service penalty whenever the Hauler does not begin and complete the above-referenced service during the time period of 6:00 a.m. to 4:00 p.m. on the designated days of collection and the insufficient service is the result of action, inaction, lack of equipment, equipment failure or other circumstances under the control of the Hauler. The penalty imposed may be up to 5 percent of the monthly charge for collection and disposal of refuse and recyclables on all accounts and may include termination of this Agreement for repeat or continuing violations. The City Administrator shall notify the Hauler, in writing, within 10 days of the date of the insufficient service if this penalty provision is to be assessed by the City. The Hauler may appeal the assessment of the penalty to the City Council within 10 days of the date of the written notice. The City Council's decision regarding the imposition of the penalty shall be final. By entering this Agreement, the Hauler waives any rights it may have to argue that said insufficient service penalty is not collectable under common law.

### **SECTION 4. TERM OF CONTRACT.**

This Agreement shall be in force from July 1, 2024, until June 30, 2029, unless terminated as provided herein. The parties shall advise each other by March 1, 2029, if the parties wish to negotiate a contract extension or terminate the contract on June 30, 2029. There will be a contract and service review after July 1, 2027, to ensure that the elements of the contract are being adhered to. In the event ABC Disposal Systems, Inc. plans to sell the company, a 6-month notice shall be provided to the City of Washington in writing. The written notice shall provide information on the purchasing company including the name of the company and contact information so that we may reach out to discuss a possible contract. The Hauler may not assign this contract without the express, prior written consent of the City.

### **SECTION 5. COLLECTION SERVICE REQUIREMENTS.**

- a. The Collection of residential solid waste shall be confined to Monday, Tuesday, Wednesday and Thursday and such collection shall occur between the hours of 6:00 a.m. and 4:00 p.m. on any collection day. Friday collection shall be allowed in a week in which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day are observed on the aforementioned weekdays. The Hauler shall propose the exact hours, within the above hourly limits and days, during the week for residential solid waste collection and disposal.
- b. Routes of collection will be determined by the Hauler and subject to City approval. Collections will be made on the same days of each week and the Hauler shall travel said route in the same direction and manner each collection day.
- c. If the collection day falls on the observance of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day, the Hauler may elect to collect the residential solid waste on the day before or after the holiday. If the Hauler elects to collect the residential solid waste on the day before or after the holiday, the Hauler

shall post and publish as hereinafter provided the Hauler's holiday collection schedule, provided it is approved by the City.

- d. The Hauler shall provide sufficient personnel and equipment to complete the collection of all refuse and recyclable waste in any established collection district within the City on the approval schedule.
- e. The Hauler agrees to perform all work described above without any further compensation, except as provided in this Agreement, from any individuals living within the three property classifications listed in Section 2, except as herein provided for collection and disposal of bulky waste.
- f. The Hauler agrees to provide appropriately labelled and sized dumpsters at the City locations specified in Section 5(g). Additional dumpsters may be added or relocated by mutual agreement of the City and the Hauler.
- g. The Hauler agrees to collect solid waste and/or recyclable waste from City-owned sites on the following schedule, for an extra charge inclusive of Hauler payment of applicable SEMCO Landfill tipping fee:

<u>Location</u>	<b>Solid Waste Pickup Frequency</b>	<b>Recycling Pickup Frequency</b>
Downtown Residential Recycling Dumpsters (behind Library and in Marion & 2 <sup>nd</sup> St. municipal parking lot)	N/A	Weekly
Water Treatment Plant Wastewater Treatment Plant Maintenance Shop Public Library Elm Grove Cemetery	Weekly	Weekly
Municipal Building Green Field (seasonal) Central Park (includes 8 black cans in Central Park and areas around the square Monday and Friday) Sunset Park Aquatic Center (seasonal)	Semi-Weekly (2x week)	Weekly



Sunset Park Pool (May – August) North Park Wellness Park (March – October 2x/week)		
--	--	--

- h. All solid waste and recyclable material collected by the Hauler shall become the property of the Hauler at the time of collection.
- i. The Hauler shall remove from the City all residential solid waste collected each day and dispose of the same outside of the City at a licensed landfill or other approved disposal or recycling center. The City shall retain the right to approve or otherwise determine the disposal locations and recycling centers, which approval shall not be unreasonably withheld.
- j. The Hauler shall not be required to remove waste building materials and other waste materials from the construction, alteration, repair, moving or demolition of a building or from the promotion or development of property by a real estate or commercial agent or from commercial, industrial or manufacturing establishments.
- k. Household appliances, interior remodeling and containable refuse must be collected and disposed of by the Hauler if the owner/occupant contacts the Hauler and makes necessary pickup and financial arrangements to have the above items disposed. Such service furnished by the Hauler will be charged to said owner/occupant in accordance with the approved Schedule of Fees maintained at the office of the City Clerk and Hauler. Such special services shall be billed and collect by the Hauler.
- l. The Hauler shall be responsible for the submission of monthly reports including but not limited to: the total weight of recyclable materials collected, and the refuse tonnage disposed at the landfill. The City may withhold payment until the Hauler has submitted the above-referenced reports and receipts.

**SECTION 6. VEHICLES**

- a. All trucks, trailers and other equipment used to collect, haul or transport solid residential waste shall at all times be kept clean, in good repair and well painted.
- b. Each collection vehicle shall be constructed and used in such a manner so that solid residential waste will not blow, fall or leak out of the vehicle. The Hauler shall use mechanical packer trucks or equipment that, in the reasonable estimation of the City, will perform equal to a packer type of truck.
- c. The name of the Hauler and its phone number shall be painted or printed in legible letters on both sides of all vehicles, equipment and conveyances used in the City in performance of this Agreement.

d. Upon notification in writing by the City Administrator that any designated truck, trailer or other equipment or vehicle is not in reasonable compliance with this Agreement, such truck, trailer, or other vehicle or equipment shall be forthwith removed from service by the Hauler and not returned to service in the City until it has been inspected for compliance and approved by the City Administrator which approval shall not be unreasonably withheld.

e. The Hauler shall submit an Equipment List prior to July 1, 2024, and shall update the same annually, all of which shall be a part of this Agreement by this reference.

## **SECTION 7. CONTAINERS**

a. Each dwelling unit will continue using the existing containers for recycling and refuse, with the container with the yellow lid being the recycling container.

b. Recyclables may be commingled in recyclable containers.

c. The Hauler will provide any new, replacement or additional recycling or refuse containers to dwelling units.

## **SECTION 8. ROUTES AND CHANGES**

a. The Hauler shall prepare and file with the City prior to the commencement of this Agreement a collection and disposal schedule together with a complete map of the residential solid waste collection districts within the City. The Hauler shall indicate thereon in an easily understandable manner the days of collection for each district. This schedule shall be subject to the approval of the City, which approval shall not be unreasonably withheld.

b. The collection schedule, when approved by the City, shall be maintained without modification unless a change is first approved by the City and written notice thereof given as hereinafter provided.

c. The Hauler shall cause a collection schedule to be published once in the official newspaper of the City prior to beginning collection under this Agreement and in January of each year of the contract unless this requirement is waived by the City. A map and schedule shall be provided to the City at no charge to the City.

d. The published schedule shall contain a map or sketch delineating the boundaries of each district, the day or days of the week upon which collections will be made and the name, address and phone numbers of the Hauler and any other information deemed reasonably necessary by the City Administrator. Thereafter, before any change in the collection schedule is made, the Hauler shall provide the City Administrator with a proposed revised collection schedule and new map. No such change in the collection schedule shall be made without prior approval by the City. In the case of collection schedule change, the Hauler, in coordination with the City, shall be responsible for publicizing the change.

**SECTION 9. OFFICE FOR INQUIRIES AND COMPLAINTS**

a. The Hauler shall provide for the wide distribution of a contact phone number in the name of the Hauler as it appears in this Agreement by placing a company sticker on each dwelling container.

b. If a dwelling unit is missed, not by the fault of the dwelling unit owner or tenant, the Hauler shall collect that dwelling unit no later than 24 hours following the date and time of notification, provided that day is not a Saturday, Sunday or holiday. If the following day is a Saturday, Sunday or a holiday, the Hauler shall collect the missed dwelling unit on the next following workday.

c. Any disputes or alleged discrepancies in billing or collection shall be mutually resolved by the Hauler and the City Administrator.

**SECTION 11. STATUES AND REGULATIONS**

The Hauler shall at all times comply with all applicable provisions of the Washington Code of Ordinances and amendments thereto that may be enacted by the City Council. In addition, the Hauler shall comply with all applicable laws and regulations of Washington County, the State of Iowa, and the United Staes now in effect or hereinafter enacted.

**SECTION 12. PERMITS AND LICESES**

a. The Hauler shall obtain and maintain all permits and licenses required by the City, County and State necessary to provide the above-referenced collection, hauling and disposal services. If the necessary permits and licenses are not obtained or maintained by the Hauler, the City may terminate this Agreement. Copies of all above-referenced permits and licenses will be provided to the City.

b. The insurance to be maintained by the Hauler shall be written as follows:  
i. **Worker's Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below:

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

This insurance must include the following features:

- A. Endorsed to waive all rights of subrogation against the City.
  - B. Endorsed to provide 30 days' notice prior to cancellation.
- ii. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$100,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Include the City as an additional insured for products and completed operations for 3 years (construction projects).
- C. Endorsed to provide 30 days' notice prior to cancellation.
- D. Endorsed to waive all rights of subrogation against the City.
- E. Advertising Injury.
- F. Operations by independent contractors.
- G. Contractual Liability coverage.

iii. **Automobile Liability Insurance** coverage with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident.

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Endorsed to waive all rights of subrogation against the City.
- C. Insurance must include Contractual Liability.
- D. Include coverage for all owned, non-owned, hired and leased vehicles (or any vehicle used in connection with the operations covered under this Agreement).
- E. Endorsed to provide 30 days' notice prior to cancellation.

iv. **Umbrella/Excess Liability Insurance** limits of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate are required.

This insurance must include the following features:

- A. Include the City as an additional insured.
- B. Endorsed to provide 30 days' notice prior to cancellation.

v. The insurance company and the Hauler expressly agree and state that the purchase of this policy of insurance by the Hauler will not waive any of the defenses of governmental immunity available to the City under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.



vi. Insurance Certificates. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably accepted to the City. These insurance policies shall not be canceled without at least a 30 days prior written notice to the City. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to the commencement of their operations.

c. The Hauler shall name the City as an additional insured on said insurance and shall furnish evidence of the same to the City Administrator. The insurance policy shall include a 30 day notice to the City in the event of cancellation or change in the terms of the policy.

d. The Hauler shall maintain and file with the City certificates of insurance showing insurance amounts in compliance with this Section to be in full force and effect for the entire term of this Agreement. Violations of this Section, whether the fault of the Hauler or not, shall be grounds for immediate termination of this Agreement.

#### **SECTION 14. PERSONAL LIABILITY**

a. No member of the City Council or other city official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.

b. Nothing in the document or any contract entered into with the City shall be deemed to make an employee or officer of the Hauler an employee of the City.

#### **SECTION 15. WORKERS COMPENSATION INSURANCE**

a. The Hauler, shall at all times be fully insured, at its own expense, with Workers Compensation Insurance as mandated by the laws of the State of Iowa. The Hauler shall hold the City harmless from any and all liability for any cause that may arise by reason of injuries to any employee or agent of the Hauler who may be injured while performing work or labor under the provisions of this Agreement, except when said injury is caused by the negligent act or conduct by the City.

b. No work shall be performed by the Hauler during an y period that it is not covered by Workers Compensation Insurance or any other insurance as required by this Agreement. In such an event, the applicable provisions hereof shall apply the same as when the Hauler fails to collect and dispose of garbage. The Hauler shall file a certificate with the City showing said insurance to be in full force and effect for the entire term of the contract.

#### **SECTION 16. TERMINATION.**

a. The breach of any of the terms and conditions of this Agreement by either party shall be grounds for the cancellation and termination of this Agreement. Prior to termination, the

party shall provide written notice of said breach and a ten (10) day opportunity to cure said breach. Said notice of breach shall be sent in the manner provided for in Section 17 below. The City, upon such termination, shall have the right to contract with other parties to perform the obligations as provided herein and in such event, the Hauler agrees that the City shall hold the Hauler and its surety liable for any costs for performing such work in excess of the cost to the City if the Hauler had continued to perform in the manner anticipated at the time this contract was awarded.

b. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste on the part of the Hauler by reason of weather, major disaster, epidemic, or other emergency within the City beyond control of the Hauler as reasonably determined by the City Administrator shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.

### **SECTION 17. NOTICES.**

The parties may be notified or contacted at the following address and phone numbers:

City Administrator  
City of Washington  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584

Jim Hopkins  
ABC Disposal Systems, Inc.  
1191 Ingleside Dr. SW, Bldg. 1200  
Cedar Rapids, Iowa 52404  
(319) 893-1180

All notices under this section may be hand delivered or sent via U.S. Mail, postage prepaid, and shall be deemed delivered upon hand delivery or after three (3) days have passed once a notice is dropped in a U.S. Mail depository, postage prepaid, by the party sending the notice.

DATED this \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF WASHINGTON, IOWA

ABC DISPOSAL SYSTEMS, INC.

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

By: \_\_\_\_\_  
Jim Hopkins, General Manager

ATTEST: \_\_\_\_\_  
Amanda J. Waugh, City Clerk

By: \_\_\_\_\_  
Name/Office: \_\_\_\_\_

SEAL

STATE OF IOWA            )  
  ) SS:  
WASHINGTON COUNTY    )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Millie Youngquist and Amanda J. Waugh, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Washington, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_ day of \_\_\_\_\_, 2024; and that Millie Youngquist and Amanda J. Waugh acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA            )  
  ) SS:  
WASHINGTON COUNTY    )

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2024, by Jim Hopkins, as Manager of ABC Disposal Systems, Inc.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

APPENDIX A

SCHEDULE OF FEES

Monthly Recycling Pickup	\$5.50
Monthly Solid Waste Bi-Weekly Pickup 35 gallon	\$14.00
Monthly Solid Waste Weekly Pickup 35 gallon	\$18.00
Monthly Solid Waste Weekly Pickup 65 gallon	\$21.75
Appliances, Furniture, Bulky Pickup, etc.	\$3.00 stickers Contact ABC Disposal Systems, Inc. to make arrangements
Stickers for Extra Trash	\$1.00
Note: \$0.25 of the \$3.00 sticker charge is to be kept by the selling business for administrative costs.	