



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE NICOLA-STOUFER ROOM.
PUBLIC LIBRARY AT 115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, NOVEMBER 05, 2019

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, November 05, 2019 to be approved as proposed or amended.

Consent:

1. Council Minutes October 15, 2019
2. Farnsworth Group, City Hall/Police Station Project, \$814.25
3. Farnsworth Group, Fire Station Project, \$3,204.63
4. Bolton & Menk, Taxilane for Fuel Facility, \$1,803.00
5. Fox Engineering, N. 4th Ave. Street and Utility Improvements, \$1,083.75
6. Fox Engineering, SE Basin I & I Reduction, \$25,088.10
7. Garden & Assoc., South Avenue E Reconstruction, \$725.00
8. Garden & Assoc., 15th Avenue Paving, Storm Sewer, Sanitary Sewer, Water Main, \$4,435.78
9. Municipal Pipe Tool, SE Basin I & I Reduction – Phase I, \$231,070.94
10. Iowa Grow, 2019 Fall Land Application of Bio-Solids, \$40,558.30
11. Kevin D. Olson, Professional Services, \$2,349.43
12. Kara Wilkens & Eric Hundley, 120 W. 3rd Street, Application for Tax Abatement.
13. Cornerstone Property Management, 1701 E. Washington Street, Application for Tax Abatement.
14. Café Dodici, 120-122 S. Iowa Avenue, Class C (Commercial), Class B Wine Permit, Catering Privilege, Outdoor Service, Sunday Sales (**renewal**)
15. Department Reports

Consent – Other:

1. DeLong Construction, Airport Taxilane (Fuel Access), \$170,692.20
2. DeLong Construction, S. 15th Ave. Reconstruction and Subdivision, \$204,901.01

Claims & Financial Reports:

Claims for November 5, 2019

SPECIAL PRESENTATION

Marion Avenue Baptist Church, Live Animal Christmas Play Request.

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

UNFINISHED BUSINESS

- Discussion and Consideration of the First Reading of Alliant Energy Agreement for Gas Franchise. **(Tabled 09/17/2019)** Remains tabled.
- Discussion and Consideration of the First Reading of Alliant Energy Agreement for Electric Franchise. **(Tabled 09/17/2019)** Remains tabled.
- Discussion and Consideration of a Resolution Accepting Water Treatment Plant Improvements Project as Completed. **(Tabled 09/17/2019)**

PUBLIC HEARING

2019 Compilation of Code of Ordinances Supplement.

NEW BUSINESS

1. Discussion and Consideration of First Reading of an Ordinance Adopting the Code of Ordinances Supplement of the City of Washington, Iowa.
2. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 40 of the Code of Ordinances – Public Peace (Add Disorderly House Provision)
3. Discussion and Consideration of “No Parking” Sign Placement on Square.
4. Discussion and Consideration of First of an Ordinance Amending Chapter 69 – Downtown Parking.
5. Discussion and Consideration of Change Order #2 for Fire Station Project.
6. Discussion and Consideration of Change Order #1 City Hall/ Police Project.
7. Discussion and Consideration of North 4th Avenue Engineering Task Order.
8. Discussion and Consideration of 28E Agreement for Tobacco, Alternative Nicotine, and Vapor Product Enforcement.
9. Discussion and Consideration of Quotes for Wiley Avenue Stoplight.
10. Discussion and Consideration of Second Reading and Possible Adoption of an Ordinance Vacating a Portion of Alley ROW (211 E/ 15th Street)
11. Discussion and Consideration of a Resolution Directing Sale of Real Property (211 E. 15th Street – vacated alley)
12. Discussion and Consideration of a Resolution Declining to Exercise Extraterritorial Jurisdiction for Sycamore Hill Subdivision.

13. Discussion and Consideration of Hire of a Police Officer (Chapter 9 of Personnel Policies Authorization)

CLOSED SESSION

Per Iowa Code Chapter 21.5 (1) (j) Property

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Brendan DeLong
Steven Gault
Elaine Moore
Danielle Pettit-Majewski
Fran Stigers
Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 10-15-2019

The Council of the City of Washington, Iowa, met in Regular Session in the Nicola-Stoufer Room, Washington Free Public Library, 115 West Washington Street on Tuesday, October 15, 2019 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Absent: Youngquist.

Motion by Pettit-Majewski, seconded by Gault, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, October 15, 2019 be approved as proposed. Motion carried.

Consent:

1. Council Minutes October 1, 2019
2. IMWCA, Work Comp Prem Installment #4, \$6,669.00
3. PAWS & More Animal Shelter, Animal Services July-Sept. 2019, \$6,045.25
4. Main Street Washington, Annual Pledge, \$20,000.00
5. A.S. Concrete Specialties, Trip Hazard Sidewalk Program (Zone 1), \$8,675.36
6. Panda Palace, 100 W. Main Street, Special Class C Liquor License, (BW) (Beer/Wine), Sunday Sales, **(renewal)**
7. Department Reports

Consent – Other:

1. Bushong Construction, Fire Station Project, \$187,114.38
2. Bushong Construction, City Hall/Police Project, \$17,167.45
3. DeLong Construction, S. 15th Ave. Pavement Reconstruction & Subdivision Project, Paving, Water Main, Sanitary Sewer and Storm Sewer, Pay App #5, \$108,499.91
4. DeLong Construction, E. Washington Street Sidewalk Project, \$8,594.78

Motion by DeLong seconded by Gault, to approve consent items 1-7. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve consent - other. Motion carried. DeLong abstained with conflict.

Motion by Gault, seconded by Pettit-Majewski, to approve payment of the claims as presented. Motion carried.

Finance Director Kelsey Brown gave the financial reports for September, 2019.

Motion by Pettit-Majewski, seconded by Moore, to accept the September, 2019 financial reports. Motion carried.

Motion by Moore, seconded by Pettit-Majewski, to approve the Corn Country Cruisers request for use of the Square for their car shows in 2020 and 2021. Motion carried.

Motion by DeLong, seconded by Pettit-Majewski, remove Discussion and Consideration of a Resolution Adopting Information and Technology Disaster Recovery Plan (tabled 04/16/2019) from the table. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried.

No action was taken on Discussion and Consideration of a Resolution Adopting Information and Technology Disaster Recovery Plan.

Discussion and Consideration of the First Reading of Alliant Energy Agreement for Gas Franchise. **(Tabled 09/17/2019)** Remains tabled.

Discussion and Consideration of the First Reading of Alliant Energy Agreement for Electric Franchise. **(Tabled 09/17/2019)** Remains tabled.

Discussion and Consideration of a Resolution Accepting Water Treatment Plant Improvements Project as Completed. **(Tabled 09/17/2019)** Remains tabled.

Mayor Rosien announced that now is the time for the public hearing to Update the Progress on 2018 CDBG Sanitary Sewer Improvements Project.

Mayor Rosien read the following:

CITY OF WASHINGTON

2018 SANITARY SEWER IMPROVEMENTS PROJECT

UPDATE PUBLIC HEARING ANNOUNCEMENTS

A. Funding of Proposed Activities and Sources of Funds.

This project is funded in part by a Community Development Block Grant (CDBG). The City was awarded a 2018 CDBG for \$600,000. To date, \$269,784 of the CDBG allocation has been expended. There is a local obligation of \$600,337 committed towards project costs. To date, \$270,001 has been expended.

B. Explain how the need for the activities was identified.

The need for the proposed Southeast Basin Sanitary Sewer Project is due to extreme issues with Inflow and Infiltration (I/I) of storm water into the sanitary sewer system. I/I issues within the sanitary sewer basin are resulting in failure of the sanitary sewer system, loss of service to residents, damage to public and private property, and increased operational costs to the City.

C. Nature of and Status of the Proposed Activities.

The nature of the proposed project involves a combination of lining sanitary sewer lines, rehabilitating manholes, and elimination of point sources within the sanitary sewer system.

Municipal Pipe and Tool is the contractor for the work on the project. Work on the project is approximately 47% complete.

There has been a no change to the project beneficiaries as proposed in the application submitted to State for funding. An Amendment to increase Performance Targets was authorized which extended the areas of CIPP lining and manhole repairs.

D. Announce the estimated portion of funds that will benefit low-and-moderate income persons.

The project will result in City-wide benefit and based on a 2016 survey, 52.89% of the residents living in the community are of low-and-moderate income.

E. Announce where the proposed activities will be conducted.

The proposed project activities are taking place in the Southeast Basin area on the City's east side.

F. Announce plans to minimize displacement of persons and businesses resulting of funded activities.

The proposed project will not result in the displacement or relocation of any persons or businesses.

G. Announce plans to assist persons actually displaced.

Since this project will not result in the displacement or relocation of any persons or businesses, there are no plans being made to assist displaced persons.

No written or oral objections were received.

Motion by Pettit-Majewski, seconded by Moore, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried.

Mayor Rosien announced that now is the time for the public hearing on Intent to Vacate and Dispose of an Alley (211 E. 15th Street).

No written or oral objections were received.

Motion by Pettit-Majewski, seconded by Stigers, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried.

Motion by Stigers, seconded by Gault, to approve the first reading of an Ordinance Vacating a Portion of Alley ROW (211 E. 15th Street). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried.

Motion by Moore, seconded by Gault, to approve the Resolution Adopting a Security Information Policy and Appointing an Emergency Planning Team. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-103)**

Motion by Pettit-Majewski, seconded by Moore, to approve the Police Taser Purchase Plan. Motion carried.

Motion by Pettit-Majewski, seconded by Moore, to approve the Library Custodial Services Agreement. Motion carried.

Motion by Gault, seconded by Stigers, to approve the three bids from L.L. Pelling Company for asphalt patching in the total amount of \$27,939.95. Motion carried.

Motion by DeLong, seconded by Pettit-Majewski, to approve as amended an Easement Agreement for Existing Sanitary Sewer on the property at 112 N. Marion Avenue. Motion carried. The property owner will address any future settling of the building caused by the existing sewer.

Motion by DeLong, seconded by Stigers, to approve Housing Rehabilitation Program Local Match Payment in the amount of \$37,800.00 to ECI Housing Trust Fund. Motion carried.

Motion by Stigers, seconded by Gault, to approve Housing Rehabilitation Program Final Payment in the amount of \$13,943 for 632 West Madison Street. Motion carried.

Motion by Gault, seconded by Pettit-Majewski, to approve Change Order #1 in the amount of \$16,395.03 for the East Washington Sidewalk Project. Motion carried. DeLong abstained with conflict.

Motion by Moore, seconded by Pettit-Majewski, to approve the Resolution Approving Pay Application #3 in the amount of \$8,594.78 and Accepting East Washington Sidewalk Project as Completed. Roll call on motion: Ayes: Gault, Moore, Pettit-Majewski, Stigers. Nays: none. DeLong abstained with conflict. Motion carried. **(Resolution No. 2019-104)**

Motion by Pettit-Majewski, seconded by Gault, to approve the Resolution Setting a Public Hearing for November 5, 2019, for 2019 Compilation of Code of Ordinances Supplement. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-105)**

Motion by DeLong, seconded by Pettit-Majewski, to approve a Proposal for Goal-Setting Facilitation Services in the amount of \$3,600.00 from Midwest Municipal Consulting, LLC. Motion carried.

Motion by Moore, seconded by Stigers, to approve the first reading of an Ordinance Amending Chapter 40 of the Code of Ordinances – “Public Peace” by adding a “Disorderly House Provision”. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried.

Motion by Gault, seconded by Pettit-Majewski, that the Regular Session held at 6:00 P.M., Tuesday, October 15, 2019, is adjourned. Motion carried.

Illa Earnest, City Clerk



Brent Hinson
 City of Washington, IA
 City of Washington
 215 East Washington Street
 Washington, IA 52353

October 15, 2019
 Project No: 019001.DA
 Invoice No: 211153

Invoice Total \$814.25

Project 019001.DA Washington City Hall & Police Station

Professional Services for Period Ending September 30, 2019

Professional Services

Billing Phase	Fee	% Comp	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	28,349.50	100.00	28,349.50	28,349.50	0.00
Bidding and Negotiations	5,906.00	100.00	5,906.00	5,906.00	0.00
Construction Administration	29,532.00	7.50	2,214.90	1,476.60	738.30
Total Fee	63,787.50		36,470.40	35,732.10	738.30
	Total Fee				738.30

In House Expenses

Mileage				75.95	
Total In House Expenses				75.95	75.95
			Total this Invoice		\$814.25

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

www.f-w.com

FEIN#: 37-1123236

Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable



Brent Hinson
 City of Washington, IA
 City of Washington
 215 East Washington Street
 Washington, IA 52353

October 15, 2019
 Project No: 017055.DA
 Invoice No: 211152

Invoice Total \$3,204.63

Project 017055.DA Washington Fire Station
Professional Services for Period Ending September 30, 2019
Professional Services

Billing Phase	Fee	% Comp	Earned	Previous Fee Billing	Current Fee Billing
Construction Administration	21,312.50	83.64	17,825.78	14,697.10	3,128.68
Total Fee	21,312.50		17,825.78	14,697.10	3,128.68
	Total Fee				3,128.68

In House Expenses

Mileage				75.95	
Total In House Expenses				75.95	75.95

Total this Invoice \$3,204.63

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

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FEIN#: 37-1123236

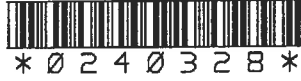
Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable



Real People. Real Solutions.

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

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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

September 30, 2019
 Project No: T51.117678
 Invoice No: 0240328

Washington/Taxilane for Fuel Facility

Taxilane for Fuel Facility Construction Phase

Construction Services (002)

Professional Services

	Hours	Amount	
Administrative	.50	43.00	
Project Manager	11.00	1,760.00	
Totals	11.50	1,803.00	
Total Labor			1,803.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	1,803.00	17,357.25	19,160.25	
Limit			71,900.00	
Remaining			52,739.75	
		Total this Task		\$1,803.00
		Total this Invoice		\$1,803.00



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 45070
 Date 09/30/2019

Project **711419A N 4th Avenue Street and Utility Improvements**

Professional Services for the Period of 9/1/2019 to 9/28/2019

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection	1,000.00	100.00	1,000.00	1,000.00	0.00
N. 4th Avenue Improvements Scoping Study	8,200.00	100.00	7,790.00	8,200.00	410.00
N. 2nd Avenue Stormwater Pump Station Evaluation	8,300.00	100.00	7,885.00	8,300.00	415.00
Total	17,500.00	100.00	16,675.00	17,500.00	825.00

Standard Hourly Rate Phases

Consultation

Professional Fees

Billed Amount

258.75

Consultation subtotal

258.75

Invoice total

\$1,083.75

Approved by:

Steven P. Soupir

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 45066
 Date 09/30/2019

Project **204517A Washington SE Basin I&I Reduction**

Professional Services for the Period of 9/1/2019 to 9/28/2019

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	57,100.00	100.00	57,100.00	57,100.00	0.00
Final Design	29,500.00	100.00	29,500.00	29,500.00	0.00
Bidding	8,500.00	100.00	8,500.00	8,500.00	0.00
Construction Administration	29,800.00	100.00	23,840.00	29,800.00	5,960.00
Post Construction Record Drawings	5,700.00	0.00	0.00	0.00	0.00
Total	130,600.00	95.64	118,940.00	124,900.00	5,960.00

Standard Hourly Rate Phases

Construction Observation

	Billed Amount
Professional Fees	17,802.25
Reimbursables	1,325.85
Construction Observation Subtotal	19,128.10

Invoice total \$25,088.10

Approved by:  _____

Late Payment Charge: 15% per annum beginning 30 days from above date



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

October 21, 2019

Invoice No: 38768

Project 5018069 Washington - South E. Ave Street Reconstruction

Client ID# 20040

Professional Services for the Period: September 20, 2019 to October 17, 2019

Professional Services

	Hours	Rate	Amount	
Principal Engineer	5.00	145.00	725.00	
Totals	5.00		725.00	
Total Professional Services				725.00
Total Project Invoice Amount				\$725.00

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

October 21, 2019
Invoice No: 38767

Project 5016276 Washington - 15th Ave Paving, Storm Sewer, Sanitary Sewer, Water Main.
Client ID #20040

Professional Services for the Period: September 20, 2019 to October 17, 2019

Professional Services

	Hours	Rate	Amount	
Principal Engineer	7.50	145.00	1,087.50	
Surveyor 1	3.00	118.00	354.00	
Technician #4	28.50	81.00	2,308.50	
Technician #6	.50	57.00	28.50	
Totals	39.50		3,778.50	
Total Professional Services				3,778.50

Unit Billing

Robot Total Station Equipment			517.50	
Mileage			139.78	
Total Units			657.28	657.28
Total Project Invoice Amount				\$4,435.78

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

Contractor's Application for Payment No. 5

Unit Price Contract

Project:	SE Basin I&I Reduction - Phase 1	Municipal Pipe Tool Co. LLC	Application Date: 10/22/2019
To (Owner):	City of Washington, IA	Owner's Project No.: CIPP # 2019-01	Period From: 9/18/2019
Via (Engineer):	FOX Engineering	Engineer's Proj. No.: 4045-17A	Period To: 10/20/2019

Approved Change Order Summary:		Deductions
No.	Date Approved	Additions
1	6/18/2019	\$113,403.40
TOTALS		\$113,403.40
NET CHANGE BY CHANGE ORDERS		\$113,403.40

1. ORIGINAL CONTRACT PRICE..... \$ **1,079,630.10**

2. Net change by Change Orders..... \$ **113,403.40**

3. Current Contract Price (Line 1 + 2)..... \$ **1,193,033.50**

4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ **809,322.91**

5. RETAINAGE:

94 5% X \$809,322.91 Work Completed.....	\$ 40,466.15
b. 5% X Stored Material	\$ _____
c. Less Total Retainage Released Early.....	\$ _____
289.2 Total Retainage (Line 5a + Line 5b - Line 5c).....	\$ 40,466.15

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ **768,856.76**

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ **537,785.82**

8. AMOUNT DUE THIS APPLICATION..... \$ **231,070.94**


9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ **424,176.74**

Contractor's Certification

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

By Shaun Waschhat Date: 10-23-19

Payment of \$ **231,070.94** (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) **11/01/2019** (Date)

Payment of \$ _____ (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Endorsed by the Construction Specifications Institute.

WWTP MEMORANDUM

TO: BRENT HINSON
FROM: FRED E. DOGGETT *FED*
SUBJECT: FALL 2019 LAND APPLICATION OF TREATED BIO-SOLIDS FROM THE BIO-SOLIDS STORAGE TANK
DATE: THURSDAY, OCTOBER 24, 2019

IOWA GROW, INC (IGI) COMPLETED THIS FALL'S 2019 BIO-SOLIDS LAND APPLICATION PROJECT ON OCTOBER 20, 2019. IGI APPLIED ONE MILLION FOUR HUNDRED TWENTY THREE THOUSAND ONE HUNDRED (1,423,100) GALLONS. THE TOTAL NUMBER OF GALLONS WERE DETERMINED BY THE WWTP'S BIO-SOLIDS LOAD OUT FLOW METER.

IGI CHARGED TWO POINT EIGHT FIVE (2.85) CENTS PER GALLON FOR LAND APPLICATION. THE TOTAL COST WAS FORTY THOUSAND FIVE HUNDRED FIFTY EIGHT DOLLARS AND THIRTY CENTS (\$40,558.30). THERE IS MONEY AVAILABLE FOR THIS PROJECT IN ACCOUNT 610 - 6-8015-6599.

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

Iowa Grow, Inc.
Gilbert Troyer
831 14th Street
Kalona, IA 52247

October 29, 2019

City of Washington
City Clerks Office
Washington, Iowa 52356

Re: Sludge pumping at wastewater treatment plant

Oct 18-20, 2019 1,423,100 gallons pumped at City of Washington Wastewater
Treatment Plant

.0285 per gallon with gallons tallied by city flow meter. \$40,558.30

Thank you.

610-6-8015- 6599 initials FD BH
EXP. 2019 biosolids land application
Vender # _____ Date Rec. 10-30-19 project
Due Date _____ Inv # _____

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

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

October 31, 2019

Mr. Brent Hinson, City Administrator
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

For legal services rendered to the City of Washington, Iowa in September/October, 2019

TOTAL HOURS	20.0 hours (reg) 2.25 hrs (Court)
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TOTAL MILES	528 miles
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Hourly Rate	\$90/hour- Reg \$75/hour - Court
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Mileage Rate	\$0.56 per mile
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Reimbursements:

Filing Fee	\$85.00
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TOTAL INVOICE FOR SEPTEMBER/OCTOBER 2019	\$2,349.43
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APPLICATION FOR TAX ABATEMENT UNDER THE
WASHINGTON URBAN REVITALIZATION PLAN FOR
WASHINGTON, IOWA

_____ Prior Approval for Intended Improvements

_____ Approval of Improvements Completed

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

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

Residential

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

Commercial/Industrial

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

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

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

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

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

Address of Property: 120 W 3rd St Washington, IA 52353

Legal Description: LOT F3 of Pennsylvania House Townhomes

Title Holder or Contract Buyer: Kara Wilkens & Eric Hundley

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 319-795-3958

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: _____

Nature of Improvements: New Construction ___ Addition ___ General Improvements

Specify: Unit F3 Purchased Property 3-5-19

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

Date Permit(s) Issued: _____

Permit(s) Valuation: _____ [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: _____

Estimated or Actual Cost of Improvements: _____

Signature: Kara Wilkens

Name (Printed) Kara Wilkens

Title: Owner

Company: _____

Date: 10-21-19

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.

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.



Zoning Permit Application

Applicant's Signature: _____
 Permit Amount: \$ 490.42 Permit #: 18-058
 Valuation of Project: \$ 65,820.00
 Date Permit Issued 3 / 28 / 18
 Authorized By: *Steve Donnolly*
Digitally signed by i.w55c.net
 DN: ou=Created by http://www.fidder2.com,
 o=DO_NOT_TRUST, cn=i.w55c.net
 Date: 2018.03.28 16:19:09 -05'00'

SECTION 1. GENERAL INFORMATION

Property Owner: DW Developments, LLC Phone Number (319) 939 - 2591
 Address of Property Owner: 1205 Industrial Drive Washington, IA 52353

SECTION 2. SITE & CONSTRUCTION INFORMATION

Zoning District B-1

Address of site: 120 W. 3rd St. Use of Property residential
 Change in use: yes no if yes, from apartment house to single family
 Class of work: New Addition Remodel Repair
 Setbacks of Structure: Front yard 27 ft. Side yard (1) ft. (2) ft. Rear yard ft.
 Height of structure 25 ft. Construction Dimensions 57 x 21 = 1197 Sq. Ft.
 Describe Work: Construct a single family townhouse
 Work will be preformed by: Homeowner Contractor (supply information below)
 Contractor: DW Developments, LLC Contact Number (319) 939 - 2591

ZONING ADMINISTRATOR

Setback/pin verification: Preconstruction by: Steve Donnolly Date: 3 / 19 / 18
 (If required) Construction by: _____ Date: / /

Inspection Notes: _____

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

____ Prior Approval for Intended Improvements X Approval of Improvements Completed

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

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

Residential

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

Commercial/Industrial

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

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

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

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

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

Address of Property: 1701 East Washington Washington, IA 52353

Legal Description: _____

Title Holder or Contract Buyer: Cornerstone Property Management

Address of Owner (if different than above): 2743 Coppock Rd Washington, IA 52353

Phone Number (to be reached during the day): 319 - 461 - 8562

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 X

Existing Property Use: ___ Residential X Commercial ___ Industrial ___ Vacant

Proposed Property Use: Retail

Nature of Improvements: ___ New Construction ___ Addition X General Improvements

Specify: Remodel of interior of building

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

Date Permit(s) Issued: _____

Permit(s) Valuation: _____ [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: June 2018

Estimated or Actual Cost of Improvements: _____

Signature: 

Name (Printed) Jim Zieglosky

Title: Owner

Company: Cornerstone Property Management

Date: 10-25-19

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.

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.

Property Address/Legal Description

Property Address: 1701 E. Washington Street, Washington, Iowa

A part of Lot 2 of Auditor's Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 75 North, Range 7 West of the 5th P.M., Washington County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 16; thence West along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 16, a distance of 336.61 feet to the Northeast corner of said Lot 2; thence S 00° 29' 21" W along the East line of said Lot 2 a distance of 42.13 feet to the Southerly line of State Highway 92 right-of-way and the point of beginning; thence S 00° 29' 21" W along the East line of said Lot 2 a distance of 566.89 feet to the South line of the North 609 feet of said Lot 2; thence West along the South line of the North 609 feet of said Lot 2 a distance of 329.74 feet to the West line of said Lot 2; thence N 00° 35' 29" E along the West line of said Lot 2 a distance of 571.94 feet to the Southerly line of State Highway 92 right-of-way; thence S 89° 07' 15" E along the Southerly line of State Highway 92 right-of-way a distance of 328.71 feet to the point of beginning. The North line of the Southeast 1/4 of the Southwest 1/4 of said Section 16 is assumed to bear West.

Excepting from the above described property that portion which was conveyed to the State of Iowa by Deed Recorded September 23, 1993 in Book 137 at Page 16.

Also excepting from the above described property Parcel H and Parcel I as set forth on the Plat of Survey recorded July 22, 2005 in Book 18 at Page 379 as Document No. 05-3125, Washington County, Iowa.

Together with non-exclusive easement rights created by DECLARATION OF CROSS-EASEMENTS AND COVENANTS AND RESTRICTIONS AFFECTING LAND recorded February 3, 2006 as document number 06-0581 in Book 2006, page 0581.



Building Permit Application

Applicant's Signature:
Permit Amount: \$ 372.15 Permit #: 17-215
Valuation of Project: \$ 42,900.00
Date Permit Issued: 10 / 3 / 17
Authorized By: [Signature]

GENERAL INFORMATION

Property Owner: Cornerstone Property Management, LLC Phone Number: 319 _ 653 _ 3957
Address of Property Owner: 1320 W. Main St.

SITE & CONSTRUCTION INFORMATION

Zoning District B-2 Occupancy Class B Construction Type IV
Address of site: 1701 E. Washington St. Use of Property Car dealership

Fire Sprinkler Required: [] Yes [x] No
Change in use: [x] Yes [] No if yes, from mercantile to business/storage
Class of work: [] New [] Addition [x] Remodel [] Repair
Setbacks of Structure: Front: ___ ft. Sides: ___ ft. ___ ft. Rear: ___ ft.
Height of structure ___ ft. Construction Dimensions ___ x ___ = 0 Sq. Ft.
Describe Work: divide retail space into offices for car dealership and car service area

CONTRACTOR INFORMATION

Contractor: Cornerstone Construction Contractor # ___ Phone: 319 _ 653 _ 3957
Address: 1320 W. Main St. Washington, IA 52353
Contact Person: Jim Zieglowsky Title: Owner Phone: 319 _ 461 _ 8562

OFFICE USE

Setback/pin verification: Preconstruction by: ___ Date : ___ / ___ / ___
(If Required) Construction by: ___ Date : ___ / ___ / ___

Inspection Notes:

Applicant License Application (LC0033534)

Name of Applicant: <u>DODICI, Inc.</u>		
Name of Business (DBA): <u>Cafe Dodici</u>		
Address of Premises: <u>120-122 S Iowa Ave</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business <u>(319) 653-4012</u>		
Mailing <u>120-122 S Iowa Ave</u>		
City <u>Washington</u>	State <u>IA</u>	Zip: <u>52353</u>

Contact Person

Name <u>Melinda Lord</u>		
Phone: <u>(319) 653-4301</u>	Email <u>accounting@cafedodici.com</u>	

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 12/01/2018

Expiration Date: 11/30/2019

Privileges:

- Catering Privilege
- Class B Wine Permit
- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Tsalika Drown

First Name: Tsalika **Last Name:** Drown
City: Washington **State:** Iowa **Zip:** 52353
Position: Owner
% of Ownership: 40.00% **U.S. Citizen:** Yes

Lorraine Williams

First Name: Lorraine **Last Name:** Williams
City: Washington **State:** Iowa **Zip:** 52353
Position: Owner
% of Ownership: 30.00% **U.S. Citizen:** Yes

Alessandro Scipioni

First Name: Alessandro

Last Name: Scipioni

City: Washington

State: Iowa

Zip: 52353

Position: Owner

% of Ownership: 30.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company: West Bend Mutual Insurance Company

Policy Effective Date: 12/01/2018

Policy Expiration 12/01/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Washington Park and Recreation Board Meeting

9-11-19 6:00 pm

Washington City Hall, Washington Iowa

Present: Nick Pacha, Charles Halvorson, Keely Brower and Genie Davis

Absent: Gabby Canchola, Trent Stout and Shawn Loy

The meeting started with a large group of visitors to speak on the subject of Pickle Ball. Each visitor introduced themselves to the Board. Also each person spoke of why and how they enjoy Pickle Ball and how it has enriched their lives since playing.

The group spoke of the problems of only having one court to play on and others have to wait to be able to play. This one court is at the YMCA. Keith Lazar spoke in great detail of how the board should present to the City Council a recommendation to have Pickle Ball courts here in Washington. Keith also recommended the Board go out and get quotes for Pickle Ball courts to present to the City Council. Several of the guests told the board of how this sport has brought a lot of people together while playing. The possibility of sharing a Pickle Ball court with the Wellness Center also was mentioned. At the end of the discussion the group was advised that the new budget has already been taken care of for the next year and there isn't any extra for Pickle Balls courts this year. Possibly look into this subject when the new budget will come out and see if there is any extra money.

With this large group who came in for the meeting, this subject it took most of the meeting time.

Other matters were discussed after the group left the meeting. Nick spoke about cameras for the Washington Pool and for the bandstand. Bids will be coming in for this.

Other business then was talked about. Nick told the group about the new hire for the parks. Nick stated he is working out very well. A lot of work has been done already.

This was a short meeting due to the discussion on the Pickle Ball courts.

The group discussed the next meeting and decided to have the meeting on 10-16-19.

This meeting will be at the City Hall of Washington Iowa

Submitted by: Genie Davis

MAINTENANCE & CONSTRUCTION DEPT. REPORT

10-5-19/10-18-19

STREETS: Personnel continued street sweeping. Personnel poured 4.5 yards of concrete in numerous locations. Personnel painted the Kewash trail crossings on Hwy 1 and on Lexington Blvd. Personnel trimmed a few trees blocking motorists.

WATER DISTRIBUTION: Personnel continued the installation of an 8 inch PVC water main on South Ave B, estimated 60% completion. Personnel located water boxes for next week's shut off list.

SEWER COLLECTION: Sub contractor Redina is working on the SE Basin project rehabilitating manholes. Personnel responded to a few sewer issues, once investigated the problem was the property owner's responsibility.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced #502, PD 905, JD Backhoe 330 (hydraulic leak), Leaf vac, PD K-9, PD 96 (batteries & flat tires and strip of decals etc), PD 232 (wash & wax for funeral and repair loose trim) and #301 (service and install leaf box and operated leaf vac trial run).

OTHER: Personnel hauled numerous loads of spoil away from the shop and South Ave B project. Personnel have hauled back numerous loads of rock and asphalt millings. Yard waste and bag pick up has continued. Personnel responded to 79 One Call Locates.

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

TO: Mayor and Council Members
City of Washington

DATE: November 1, 2019

FROM: Virginia A. Bordwell
608 South Second Avenue
Washington, Iowa



RE: DISORDERLY CONDUCT/HOUSE ORDINANCE

My husband and I own a 100-year-old home in a mixed owner-occupied/rental area near two schools and within walking distance of downtown. During the 43 years we have lived there, several neighbors have upgraded their property; others have opted for lesser maintenance; others can't maintain property themselves but their kids help occasionally (not often enough); other owners have sold on contract, forfeited the buyers, sold again, forfeited again, etc.; and some have merely walked away, leaving the property to deteriorate.

We can all do better, but only the City can set and enforce standards of safety, order, and legality. We urge you to pass the proposed 40.06 language before you to put teeth and consequences into what it says.

It would be good if all rental units in Washington complied with HUD Section 8 requirements.

Important issues at hand: squatters in vacant property, broken windows, abandoned or unlicensed cars, meth production, drug dealing, vacant houses where kids could get hurt, constant work for the police, safety on public sidewalks (bad condition, haphazard snow removal, weeds in the cracks), aesthetics (messy, unkempt, need paint or mowing or trash cleanup), feral animals, dead trees

Please crack down on absent and/or neglectful property owners who, by their very indifference, allow hazards to get worse and crime to fester. Slovenly and unsafe neighborhoods reduce the value of all property.

Addresses near us that need attention:

620 South Iowa
807 South Second Ave.
926 South Second Ave.
414 South Second Ave.

If you need to know who owns what, I can help. It's what I do for a living.

City of Washington 2019 Housing Rehabilitation Program Grant Tracking

<u>#</u>	<u>Property Address*</u>	<u>Contractor</u>	<u>Scope of Work</u>	<u>Grant Amount**</u>	<u>Status</u>
1	632 W. Madison St.	Connerly Construction	Window, gutter/downspout, back & front entry doors, mail chute, reshingle home	\$ 13,943.00	Done & Paid
2	725 W. Madison St.		Window replacements, Gutters, Storm doors, Vinyl siding	\$ 14,850.00	Ready to move forward
3	1026 E. 2nd St.				Unable to confirm income
4	602 E. Washington St.				
5	1115 E. 2nd St.				
6	1005 E. Washington St.		Sidewalk replacement, Foundation repair, Gutters, front porch aluminum trim	\$ 9,100.00	Hired 10/10/19
7	707 E. Washington St.				Unable to confirm income
8	409 W. Madison St.		Roof and Gutters	\$ 15,000.00	Hired 10/10/19
9	1117 E. Main St.				
			Obligated to Date	\$ 52,893.00	
			Maximum Grant/City Funds Allocated	\$ 151,200.00	

Properties Not Funded But Eligible*

- 10 615 E. Washington St.
- 11 319 E. Washington St.
- 12 524 W. Madison St.
- 13 1121 E. Main St.
- 14 509 W. Madison St.
- 15 1117 E. 3rd St.
- 16 1607 E. Washington St.

* Properties listed in priority of funding based on criteria including qualified income verification, years in home, household size, and elderly or disabled status.

** Maximum grant is \$15,000; final grants subject to change based on invoices for completed work.

Updated as of:

10/31/2019 16:26

CONCESSION STAND AND BALLFIELD END OF SEASON WALK THROUGH

DATE

29-Jul-19

Fields and dugouts	Condition	Action needed	City	YMCA	Completed	Column1
General cleanliness	good, clean	dugouts may need to be blown out by city				
Field maintenance issues	mounds & bases stay out,	home plate needs built up again		X		
Fences, bleachers trash	no issues					
a new filed drag is needed, and batting cage is not in good shape	score board wasn't working, resolved the power issue and will use next year	score booth at Redlinger field was broken into last week and door needs replaced	X			
Fields and dugouts	Condition	Action needed	City	YMCA	Completed	
General cleanliness	good, clean	dugouts may need to be blown out by city				
Field maintenance issues	no issues	home plate needs built up again		X		
Concession Stand	Condition	Action needed	City	YMCA	Completed	
Appliances	clean and unplugged except 1 freezer for the next couple of weeks for the adult leagues	YMCA will unplug freezer at the end of the adult league season in 2 weeks		X		
Walls/floors	Clean	none				
Heat/AC functioning properly	N/A					
Counter tops, cupboards	clean					
Windows, doors	clean & no issues					
Storage areas	Condition	Action needed	City	YMCA	Completed	
General condition	needs a deep cleaning, items have been left there from past programs	come up with a plan to get rid of items that are not being used	X		X	
Walls/floors	needs cleaned, too much stuff to be able to do it at this time					

Greenfiled needs work done to the bases, Ryan will work with Stout Seeds on this

Equipment	Needs put away once season is done	old equipment needs sorted & disposed of	X
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Restrooms	Condition	Description	City	YMCA	Completed
Lighting	N/A - school facilities				
Walls/floors	N/A - school facilities				
Toilets/Urinals/Sinks	N/A - school facilities				
General condition	N/A - school facilities				

Upper level	Description	City	YMCA	Completed



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

WSFAC Season Summary 2019

<u>Membership Type▲</u>	# Of Units	# Of Members	2018 # Of Units
Season Family Pass - up to 6	<u>114</u>	<u>639</u>	118
Season Single Pass	<u>32</u>	<u>41</u>	39
Totals	146	680	157

Member Home Branch	# of Visits	Percentage	Detail
(10) Washington Steele Family Aquatic Center	1544	100.00 %	
Total:	1544		

Pool opened late due to extended school year from snow day make ups.

No free swim because school was still in session

Staffing: 2 FT managers, 1 PT, 4 admissions, 6 concession stand and 18 lifeguards

Moved camp swim to 10:45am – 11:45 to keep ratio open during public hours

Private lessons were full, added an evening session, group lessons not as popular

Concerns or rule changes to consider for 2020:

- Establish a minimum age and post (6 months as recommended by West Bend Mutual)
- Additional cameras that the Y staff can access
- Post signs in the locker rooms stating “no recording devices in this area”
- Create a policy on swimmers taking videos/photos at the pool

Washington Community Y
 121 E Main Street
 Washington, IA 52353
 (P) 319-653-2141
 (F) 319-653-2142
washingtoney@washingtoney.org

Wellman Parkside
 525 13th Street
 Wellman, IA 52356
 (P) 319-646-8439
 (F) 319-646-8440
wellmany@washingtoney.org

YMCA on the Square
 110 S. Iowa Ave.
 Washington, IA 52353
 (P) 319-653-6500
 (F) 319-653-2142
washingtoney@washingtoney.org

Kalona YMCA Rec Center
 511 C Ave.
 Kalona, IA 52247
 (P) 319-656-2400
 (F) 319-656-5148
kalonay@washingtoney.org

www.washingtoney.org

YMCA of Wahington County
 City of Washington Recreational Services

2018		
Program	Total # of participants	Members
Baseball	75	
Softball	16	
T-ball	139	
Youth track	32	
Fall soccer	63	
Spring Soccer	92	
Flag Football	55	
Total	472	

Preliminary 2019	
	74
	50
	150
	29
	62
	123
	66
Total	554

moved from Saturdays to Thursday evening

2017			
Program	Total # of participants	Members	Non-Members
Baseball	79	33	46
Softball	26	6	20
T-ball	152		
Youth Track	34		
Fall Soccer	39		
Spring Soccer	79		
Flag Football	73		
Total Participants	482		

2016			
Program	Total # of participants	Members	Non-Members
Baseball	77	35	42
Softball	50	20	30
T-ball	171	82	89
Youth Track	43		
Fall Soccer	0		
Spring Soccer	131		
Flag Football	103		
Total Participants	575		

2015			
Program	Total # of participants	Members	Non-Members
Baseball	65	25	40
Softball	47	21	26
T-ball	180	78	102
Youth track	48		
Fall Soccer	35		
Spring Soccer	103		
Flag Football	123		
Total Participants	601		

2014			
Program	Total # of participants	Members	Non-Members
Baseball/Softball/T-Ball		175	
Fall Soccer	NA		
Spring Soccer		134	
Flag Football		111	
Total Participants		420	

2013			
Program	Total # of participants	Members	Non-Members
Baseball/Softball/T-Ball		178	
Fall Soccer	NA		
Spring Soccer		120	
Flag Football		133	
Total Participants		431	

2012			
Program	Total # of participants	Members	Non-Members
Baseball/Softball/T-Ball		196	
Fall Soccer	NA		
Spring Soccer		66	
Flag Football		99	
Total Participants		361	

Water Treatment Plant: September/October 2019 Council Report

Here is a summary of major updates and activities from the Water Department in September and October, 2019.

South Water Tower- The conduit to the antenna was buried. We will need to seed the site area one more time in the spring. This project went well. We are very pleased with the outcome.

Radio issues- Unfortunately radio communication is still the biggest issue at the water plant. We have had Jetco down multiple times to resolve the issue. Every time Jetco comes to fix a radio a different radio starts acting up. We have not had all 5 radios communicating correctly for any extended period of time. We are having the radio manufacturer come down at a discounted price on November 7th. 2 of our radios are under warranty (plant & south tower), 3 radios are not (well 6, 7, & north tower). We are also going to purchase a back up radio to have on hand. This makes sense because the radios are how the plant communicates and is crucial to our operations. The rough estimate for the radio experts to come fix everything is \$1,200 and a new radio is roughly \$1,600.

Traffic Lights- I have got bids for the Wal-Mart intersection yellow flashing permissive light upgrades. A citizen hit a pole on W. Washington Blvd. It is an old cast iron pole. The pole broke in 3 different places. I talked with Evans Welding and he said he could fix it for around \$500. I'm going to get a price on a replacement light as well. I will have Mike Zehr write us up a quote to turn into insurance. We changed some bulbs at the YMCA intersection. Joe Marie fixed a street light that was out in front of McCreedy building. Franzen changed a LED overhead light at Madison/B. Mike Zehr changed a bulb on a decorative street light at Campbell Dr.

Hydrogen Sulfide Mitigation- Tom Evans installed the 10' rise to the exhaust and a new cap. We have noticed the smell is not as bad but it did not 100% solve the problem. We have the Krone's (neighbors to the north) keeping a log of when they smell the hydrogen sulfide.

Water Plant Operations- We starting complying with our new permit that was issued by the DNR in late August. Submitted the September MOR and working on the October MOR. We have collected and delivered about 30 of the 40 lead and copper samples that are due by Dec. 31st. We have helped out reading water meters the last 2 months. We had a small group of middle school kids tour the plant in September. The head director of the DNR came to the plant for a tour in October. Both tours went well. We called in locates for tree planting in the lot south of the plant. I believe planting is planned for next year. We collected routine monthly bacteria samples; results were absent. We changed bag and cartridge filters. Ordered more water meters. We will continue to work on the water meter list. We had our monthly bulk chemicals refilled.

Operators- Will plans to take his Water Distribution 1 exam in the near future. I plan to take my Water Distribution 3 exam soon as well.

Kyle W

**WWTP report
November 5, 2019
Council meeting**

- **After hour alarm and dog call outs** –
22nd dog call, Safety Center reported a dog to be picked up at Paws & More, 4:40 p.m. Parker
- **Dept Head meetings** – I attended the meetings on October 15th and 29th. Jason attended the October 22nd meeting in my absent.
- **Mowing and trimming** – Has come to an end at the WWTP and lift stations.
- **WWTP and Yard Waste Center (YWC)** – We will be open on Saturday mornings from 7:00 a.m. to 10:00 a.m. starting October 19 through November 23. This will allow Washington residents to haul their tree trimmings and yard waste to the YWC.
- **2019 fall clean up at the WWTP** – Parker assisted Johnson County Refuse with fall clean up at the WWTP on the 26th. Sounds like everything went well.
- **Treated biosolids land application project** – Iowa Grow, Inc (IGI) started our biosolids project on October 17th and finished on the 20th. IGI applied one million four hundred twenty three thousand one hundred (1,423,100) gallons. The total cost for this project was forty thousand five hundred fifty eight dollars and thirty cents (\$40,558.30). IGI did an excellent job. Thanks to Jason and Parker for working overtime during this project, they did an excellent job as well!
- **Biosolids Storage basin mixers** – When IGI finished the biosolids project, Jason and Parker got the mixers serviced while the storage basin was pumped down. They also replaced a missing bolt on one (1) of the mixers. The mixers were also put in the winter mode, too.
- **Bio-solids load out pump** – Jason and Parker got the pump cleaned out, washed out and drained for winter. All the lines going to and from the pump, basin, and load out structure are drained and ready for winter.
- **WWTP garage floor heat** – Jake of Brecke Mechanical was at the WWTP to make repairs to the garage floor heat pump on the 31st. Jake found the unit was low on refrigerant and also found a faulty valve, which was replaced.
- **WWTP generator** – 3E was at the WWTP on the 17th to work our generator. 3E performed a two (2) hour load test and checked out the generator to make sure it was running properly. The total cost was three thousand six hundred fifty dollars and no cents (\$3,650.00). This work was part of year two (2) of our five (5) year preventative maintenance agreement with 3E.
- **Digester #1 Dissolved Oxygen (DO) meter** – Andy of On-site Service Solutions (OSS) was at the WWTP on the 23rd to replace the keypad on the DO meter, as it froze up and quit working.
- **Bazooka-Farmstar, Inc** – Jason collected the bi-annual samples at Bazooka on October 22, 2019. Test results haven't been received yet.
- **Toxic gas monitors** – Thanks to Jason for getting the WWTP's and M/C's toxic gas monitors calibrated. This is required every six (6) months. These meters are used for confined space entry to test the atmosphere for toxic gases before entering a confined space.

**Fred E Doggett
11/1/2019 9:57 AM**

CONTRACTOR'S PAY REQUEST

Washington Municipal Airport
 Construct Taxilane (Fuel Access)
 Washington, IA
 BMI #T51.117678

DISTRIBUTION:
 CONTRACTOR (1)
 OWNER (1)
 ENGINEER (1)
 BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$412,248.10
TOTAL, COMPLETED WORK TO DATE	\$179,676.00
RETAINED PERCENTAGE (5%)	\$8,983.80
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$170,692.20
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$170,692.20

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: DeLong Construction Inc.
 PO Box 488
 Washington, IA 52353

By *Jane DeLong* Name President Title

Date 10-30-19

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 855 WRIGHT BORTHERS BLVD SW #2A, CEDAR RAPIDS, IA 52404

By *Dei M...*, PROJECT ENGINEER

Date 10/30/2019

APPROVED FOR PAYMENT:

OWNER:

By _____ Name Title Date

And _____ Name Title Date

APPLICATION FOR PAYMENT NO. 6

To: City of Washington (JURISDICTION)

From: DeLong Construction, Inc. (CONTRACTOR)

Contract: South 15th Pavement Reconstruction & Subdivision

Project: Paving, Water Main, Sanitary Sewer & Storm Sewer

JURISDICTION's Contract No.: _____ ENGINEER's Project No.: 5016276

For Work Accomplished Through the Date of: October 28, 2019

1. Original Contract Price:		<u>\$ 719,238.36</u>
2. Net Change by Change Orders and Written Amendments (+ or -):		<u>\$ 30,310.00</u>
3. Current Contract Price (1 plus 2):		<u>\$ 749,548.36</u>
4. Total Completed and Stored to Date:		<u>\$ 673,873.84</u>
5. Retainage (Per Agreement):		
5% of Completed Work:	<u>\$ 33,693.69</u>	
5% of Stored Material:		
Total Retainage:		<u>\$ 33,693.69</u>
6. Total Completed and Stored to Date Less Retainage (4 minus 5):		<u>\$ 640,180.15</u>
7. Less Previous Application for Payments:		<u>\$ 435,279.14</u>
8. DUE THIS APPLICATION (6 MINUS 7)		<u>\$ 204,901.01</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from JURISDICTION on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to JURISDICTION at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 10-31-19 DeLong Construction, Inc.
(CONTRACTOR)
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 10-31-2019 Garden & Associates, LTD
(ENGINEER)
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____ City of Washington
(JURISDICTION)

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
NOVEMBER 5, 2019**

POLICE	ARMSTRONG HEATING & AIR CONDITIONING I	HVAC ANNUAL SERVICE	97.10
	ARNOLD MOTOR SUPPLY	TUNE-UPS	325.62
	GALLS LLC	RADIO HOLDER/HOLSTER/UNIFORM	210.66
	IOWA LAW ENFORCMT ACADEMY	TRAINING/EVALUATION	850.00
	QUILL	OFFICE SUPPLIES	60.25
	GREINER DISCOUNT TIRES	TIRE REPAIR	20.00
	SIRCHIE	ID LABELS	21.64
	IOWA PRISON INDUSTRIES	TACTICAL PANTS	474.47
	IOWA NARCOTICS OFFICERS ASSOCIATION	7 MEMBERSHIPS	175.00
	CINTAS CORP LOC. 342	RUG SERVICE	38.08
	CHARLES CAPPER FORD INC.	PARTS	188.04
	ALTENHOFEN, SHAMUS	MEALS FOR TRAINING	17.12
	EMBROIDERY BARN	ALTERATIONS	19.26
	UP-TOWN AUTO WASH	CAR WASH TOKENS	100.00
	MARCO, INC.	COPIER	347.91
	CHARLES CAPPER AUTO CENTER INC	PARTS	90.40
	UPS	SHIPPING	9.90
	WASHINGTON AUTO CENTER	TAHOE REPAIR	583.04
	SYNNEX FINANCIAL SERVICES	LEASE-2000376830-CUST NO	679.26
	SEE, RON	RE-ISSUE REIMB FROM JULY 2	18.09
	VISA	LODGING & MEALS/ALARMS	1,413.37
		TOTAL	5,739.21
	FIRE	ARMSTRONG HEATING & AIR CONDITIONING I	HVAC ANNUAL SERVICE
ARNOLD MOTOR SUPPLY		PARTS	914.60
HIWAY SERVICE CENTER		AIR FILTER	152.42
VISA		MEALS	256.84
		TOTAL	1,420.96
ANIMAL CONTROL	JOHN DEERE FINANCIAL	DOG & PUPPY FOOD	32.98
		TOTAL	32.98
DEVELOPMENT SERVICES	ARNOLD MOTOR SUPPLY	ADHESIVE REMOVER	18.07
	BROWN, KELSEY	MILEAGE REIMBURSEMENT	153.12
	GREINER DISCOUNT TIRES	TIRE REPAIR	19.00
	HENKEL, KEITH	LODGING/MEAL REIMB	134.21
	HUISENGA, WILLIAM	GRASS ABATEMENT 807 S 2ND	260.00
	MIDWEST WHEEL	LED BEACON	139.04
	VISA	MEMBERSHIPS, RENEWAL & COD	425.00
	WIDE, TOM	LOGO CITY VEHICLE	80.00
		TOTAL	1,228.44
	LIBRARY	ALL AMERICAN PEST CONTROL	PEST CONTROL
AMAZON		LIBRARY MATERIALS	317.88
CENGAGE LEARNING INC/GALE		WESTERNS	61.57
EBERT SUPPLY CO.		JANITORIAL SUPPLIES	174.35
FISHER, JASON		JANITORIAL NOV./MAINTENANCE	1,200.00
PANELESS WINDOW CLEANING		WINDOW WASHING	25.00
STAPLES BUSINESS ADVANTAGE		PAPER	124.59
VISA		TRAINING, POST, PROG, MATE	604.36
		TOTAL	2,551.75
PARKS		ACE-N-MORE	MARKING PAINT
	ACTION SERVICES INC	PORTABLE TOILES/SOCCER FIE	210.00
	ALDRICH-RIETZ, SARAH	2019 MUNICIPAL BAND STIPEN	57.60
	ALLIANT ENERGY	ALLIANT ENERGY	1,982.33
	AMAZON CAPITAL SERVICES	SUPPLIES	23.86

ANDERSON, MARY	2019 MUNICIPAL BAND STIPEN	28.80
BAILEY, BEVERLY	2019 MUNICIPAL BAND STIPEN	110.40
BAUGHMAN, ARNEL	2019 MUNICIPAL BAND STIPEN	110.40
BEECROFT, RITA	2019 MUNICIPAL BAND STIPEN	72.00
BELL, PETE	2019 MUNICIPAL BAND STIPEN	96.00
BONTRAGER, AUSTIN	2019 MUNICIPAL BAND STIPEN	86.40
BORDWELL, VIRGINIA	2019 MUNICIPAL BAND STIPEN	62.40
BROCK, RON	2019 MUNICIPAL BAND STIPEN	86.40
BROOKS, BETH	2019 MUNICIPAL BAND STIPEN	91.20
BROOKS, NORMAN	2019 MUNICIPAL BAND STIPEN	81.60
BROTHERTON, AL	2019 MUNICIPAL BAND STIPEN	96.00
CARTER, JEREMIAH	2019 MUNICIPAL BAND STIPEN	52.80
CHALUPA, MARTHA	2019 MUNICIPAL BAND STIPEN	96.00
CHEMSEARCH	WEED KILLER	185.00
CONLON, WALTER	2019 MUNICIPAL BAND STIPEN	67.20
CUSTOM IMPRESSIONS INC	SAFETY SHIRTS	100.09
DIAZ, VANESA	2019 MUNICIPAL BAND STIPEN	110.40
DIGIORGIO, LAUREN	2019 MUNICIPAL BAND STIPEN	52.80
FLANNERY, JOHN	2019 MUNICIPAL BAND STIPEN	28.80
FLANNERY, KEVIN	2019 MUNICIPAL BAND STIPEN	57.60
FLANNERY, RYAN	2019 MUNICIPAL BAND STIPEN	62.40
FLEMING, ABBY	2019 MUNICIPAL BAND STIPEN	96.00
FLEMING, ANA	2019 MUNICIPAL BAND STIPEN	96.00
FLEMING, DAVID	2019 MUNICIPAL BAND STIPEN	105.60
FRASCHT, GAVIN	2019 MUNICIPAL BAND STIPEN	105.60
HANCOCK, JIM	2019 MUNICIPAL BAND STIPEN	100.80
HANIFAN, TOM	2019 MUNICIPAL BAND STIPEN	105.60
HARRIS, ELIZABETH	2019 MUNICIPAL BAND STIPEN	72.00
HARRIS, ELIZABETH	2019 MUNICIPAL BAND TREAS	150.00
HARRIS, JOHN	2019 MUNICIPAL BAND STIPEN	105.60
HINCKLEY, LANDON	2019 MUNICIPAL BAND STIPEN	28.80
HOVDE, ERYK	2019 MUNICIPAL BAND STIPEN	86.40
HOWARD, QUENTIN	2019 MUNICIPAL BAND STIPEN	86.40
HY-VEE	FLOWERS	102.00
IGRAPHIX, INC	DISC GOLF MAPS	285.00
JOHN DEERE FINANCIAL	REPAIR PARTS	161.85
JOHNSON, BARRY	2019 MUNICIPAL BAND STIPEN	105.60
KAZAKOV, ANGELINA	2019 MUNICIPAL BAND STIPEN	100.80
KAZAKOV, LUBOV	2019 MUNICIPAL BAND STIPEN	100.80
KAZAKOV, ROZALIA	2019 MUNICIPAL BAND STIPEN	91.20
KNEPP, GABI	2019 MUNICIPAL BAND STIPEN	72.00
KUNZ, DAVID	2019 MUNICIPAL BAND STIPEN	81.60
LUCAS, GRACIE	2019 MUNICIPAL BAND STIPEN	76.80
MARR, DICK	2019 MUNICIPAL BAND STIPEN	96.00
MATHEWS, SIERRA	2019 MUNICIPAL BAND STIPEN	76.80
MCCURDY, GARY	2019 MUNICIPAL BAND STIPEN	100.80
MCNAMAR, TOM	2019 MUNICIPAL BAND DIRECT	1,750.00
MEADER, ELIZABETH	2019 MUNICIPAL BAND STIPEN	96.00
MILLER, CARLEY	2019 MUNICIPAL BAND STIPEN	33.60
MURPHY, JANE	2019 MUNICIPAL BAND STIPEN	100.80
MURPHY, JANE	2019 MUNICIPAL BAND LIBRAR	250.00
NAYADLEY, JEFF	2019 MUNICIPAL BAND STIPEN	81.60
NEWMAN, MEGHAN	2019 MUNICIPAL BAND STIPEN	72.00
NOVY, TRISTAN	2019 MUNICIPAL BAND STIPEN	81.60
RARICK, HUNTER	2019 MUNICIPAL BAND STIPEN	100.80
REASOR, LYNN	2019 MUNICIPAL BAND STIPEN	105.60
REED, DONIELLE	2019 MUNICIPAL BAND STIPEN	43.20
RICHARDSON, MARINA	2019 MUNICIPAL BAND STIPEN	76.80
RICHARDSON, PAULA	2019 MUNICIPAL BAND STIPEN	72.00
RICHARDSON, TERRA	2019 MUNICIPAL BAND STIPEN	72.00
RIGHTER, EMILY	2019 MUNICIPAL BAND STIPEN	96.00
ROTH RN, HOLLY	TESTING	50.00
STARK, FRED	2019 MUNICIPAL BAND STIPEN	96.00
THE LOCK DR	NEW LOCKS AT NEW DAWN RR	55.00
THOMAS, COOPER	2019 MUNICIPAL BAND STIPEN	48.00
TODD, NICHOLAS	2019 MUNICIPAL BAND STIPEN	81.60

TOWNER, PAUL	2019 MUNICIPAL BAND STIPEN	105.60
TOWNER, ROSE	2019 MUNICIPAL BAND STIPEN	86.40
WAL-MART	SUPPLIES	174.64
WASHINGTON LUMBER	DISC GOLF SIGN	65.43
	TOTAL	10,406.38

POOL	ARMSTRONG HEATING & AIR CONDITIONING I	POOL REPAIR	243.02
	ACE-N-MORE	POOL REPAIR	1.44
	ALLIANT ENERGY	ALLIANT ENERGY	77.77
	CARSON PLUMBING & HEATING SRVS INC	POOL CONCESSION WATER HEAT	1,349.00
	GRAINGER	POOL FAN REPAIR	194.69
	MENARDS	POOL WATER HEATER REPAIR	58.49
	SCHIMBERG CO.	POOL VALVES	1,362.88
	TOTAL	3,287.29	

CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	128.48
	ARNOLD MOTOR SUPPLY	DUMP TRUCK PARTS	111.70
	JOHN DEERE FINANCIAL	GATOR PARTS	81.96
	SORRELL GLASS	REPLACEMENT MIRROR	61.70
	STRANSKY, JIM	CHAIN SAW PARTS	158.36
	U.S. METALCRAFT, INC.	REPLACEMENT VACES	186.64
CEMETERY	VISA	SUPPLIES, FLAGS	582.85
	TOTAL	1,311.69	

FINAN ADMIN	ARMSTRONG HEATING & AIR CONDITIONING I	HVAC ANNUAL SERVICE	97.10
	ALLIANT ENERGY	ALLIANT ENERGY	1,389.49
	BUCHANAN CO HISTORICAL SOCIETY	HISTORIC PRESERVATION WORK	30.00
	CINTAS CORP LOC. 342	TOWEL SERVICE	249.67
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	EBERT SUPPLY CO.	SUPPLIES	71.50
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	225.00
	QUILL	OFFICE SUPPLIES	26.68
	SORRELL GLASS	CLEANER	45.00
	UNITED STATES TREASURY	PCORI FEES 42-6005318-F-72	6.14
	VISA	CONFERENCE LODGING/CONF FEES	770.32
	WILSON'S TOWN & COUNTRY	REPAIR AT THE FARM	59.70
		TOTAL	3,125.58

AIRPORT	ALLIANT ENERGY	SERVICE	632.90
	CLOUDBURST 9	INTERNET	72.09
	JAMIESON, JEAN	OCTOBER CLEANING	196.00
	ROE, MIKE	CONFERENCE & MILEAGE	154.37
	VISA	EQUIPMENT	303.00
		TOTAL	1,358.36

ROAD USE	ACE-N-MORE	SUPPLIES	118.51
	AGRILAND FS, INC	SUPPLIES	789.39
	ALTORFER	EQUIPMENT RENTAL	637.00
	AMAZON CAPITAL SERVICES	SUPPLIES	86.48
	ARNOLD MOTOR SUPPLY	PARTS	56.61
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	200.50
	CHEMSEARCH	SUPPLIES	112.40
	DOUDS STONE LLC	ROADSTONE	1,335.18
	ELLIOTT EQUIPMENT CO	ST SWEEPER PARTS	217.60
	GIERKE ROBINSON CO., INC	PARTS	679.28
	HY-VEE	MEETING	53.55
	IDEAL READY MIX	CONCRETE/S 15TH	375.00
	KIMBALL MIDWEST	SUPPLIES	200.40
	L L PELLING CO	PRE-MIX	777.60
	METAL CULVERTS INC.	CULVERT BANDS	63.00
	ROTH RN, HOLLY	TESTING	126.00

	THOMPSON TRUCK AND TRAILER INC.	REMAN GEAR ASSEMBLY	957.78
	TIFCO INDUSTRIES	SUPPLIES	408.88
	WASHINGTON LUMBER	EPOXY & HAMMER BIT	102.96
	WASHINGTON RENTAL	REPAIR	72.40
	ZARNOTH BRUSH WORKS	GUTTER BROOMS/TUBE BROOM	1,457.00
		TOTAL	8,827.52
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	458.10
	MARIE ELECTRIC INC.	STREET LIGHT REPAIR	169.56
		TOTAL	627.66
CAPITAL PROJ	FRANZEN, DENNIS	TRAFFIC SIGNAL REPAIR/FIRE	460.00
	MENARDS	VOL. FIRE & NEW BLDG SUPPL	686.68
	WASHINGTON LUMBER	FIRE STATION PROJECT	214.17
	WILEY, J. GREGORY AND LORI A.B.	DOLLAR TREE-FINAL 10% DEVE	3,586.00
		TOTAL	4,946.85
SIDEWALK REPAIR/REPLACE	A.S. CONCRETE SPECIALTIES LLC	DWNTWN SIDEWALKS/TRIP HAZ	3,175.50
	TUSING, MIKE	SIDEWALK REIMBURSEMENT	912.00
	WASHINGTON STATE BANK	WASHINGTON STATE BANK	1,056.00
		TOTAL	5,143.50
TREE COMMITTEE	MCCONNELL, MARDE	REIMB FOR TREES	314.82
		TOTAL	314.82
LIBRARY GIFT	AMAZON	TECH SERVICES/LIB MATERIALS	83.33
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	86.96
	MC CLELLEN, MATTHEW	PIANO TUNING	125.00
	VISA	TRAINING, POST, PROG, MATE	549.47
		TOTAL	844.76
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	385.96
	EVANS WELDING LLC	SS PIPE/WATER PLANT	5,277.07
	FERGUSON WATERWORKS# 2516	BATTERY	187.98
	IA DEPT OF NATURAL RESOURCES	#9271068-PERMIT# 2523-WTR	95.00
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	104.00
	JENNINGS, ELAINE	MILEAGE REIMB	26.68
	POSTMASTER	BULK MAILING -WATER BILLS	786.52
	STREFF, ROSE	MILEAGE REIMBURSEMENT	5.56
	TREASURER OF STATE	7-00070-08-UNCLAIMED PROP	35.19
	WATER SOLUTIONS UNLIMITED	SUPPLIES	5,167.24
		TOTAL	12,071.20
WATER DISTRIBUTION	ACE-N-MORE	PAINT/FLASHLIGHT/SUPPLIES	276.73
	ALLIANT ENERGY	ALLIANT ENERGY	49.97
	ARNOLD MOTOR SUPPLY	PARTS	106.18
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	140.00
	CHEMSEARCH	SUPPLIES	461.35
	DETROIT INDUSTRIAL TOOL	EAR PLUGS	225.98
	GREINER DISCOUNT TIRES	TIRE	272.90
	HI-LINE INC	PARTS	359.15
	IOWA ONE CALL	SERVICES	160.80
	KIMBALL MIDWEST	SUPPLIES	89.53
	KINGS MATERIAL INC.	MATERIALS	349.11
	KLEESE, TIM	BOOT REIMBURSMENT	100.00
	MIDWEST WHEEL	MIDWEST WHEEL	46.05
	PIP PRINTING	MAINT TIME SHEETS	156.47
	PRODUCTIVITY PLUS	CYLINDERS	1,691.75
	RIVER PRODUCTS	STONE & SAND	875.51

SCHIMBERG CO.	PIPE/REDUCER	320.12
VISA	WORKSHOPS, HYDRANT VALVES	1,184.08
WAL-MART	SUPPLIES	37.40
WASHINGTON RENTAL	FUEL PUMP	20.30
	TOTAL	6,923.38

WATER CAPITAL PROJ	SCHIMBERG CO.	PIPE	1,409.76
		TOTAL	1,409.76

SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	10,960.42
	ARNOLD MOTOR SUPPLY	TRUCK 502 PARTS	42.28
	D.J. GONGOL & ASSOC. INC.	GRIT PUMP PARTS	647.79
	ELECTRICAL ENGINEERING & EQUIPMENT CO	P.M. CONTRACT & LOAD TEST	3,650.00
	EVANS WELDING LLC	BOLT FOR BSB MIXER	3.06
	JETCO	D.O. METER MAINTENANCE	120.00
	ONSITE SERVICES SOLUTIONS, LLC	DIGESTER- KEY PAD	165.00
	TESTAMERICA LABORATORIES INC	MONTHLY TESTING	1,761.90
	USA BLUEBOOK	LAB SUPPLIES	322.38
	VISA	SUPPLIES & SHIPPING FEES	134.52
	WASHINGTON RENTAL	CHAIN SAW REPAIR	91.18
		TOTAL	17,898.53

SEWER COLLECTION	ACE-N-MORE	MARKING PAINT	67.83
	ARNOLD MOTOR SUPPLY	PARTS	112.14
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	72.80
	CHEMSEARCH	SUPPLIES	670.60
	HARRISON TRUCK CENTERS	PARTS	139.70
	HIWAY SERVICE CENTER	CLAMP	62.63
	HY-VEE	SASSO MTG	38.55
	USA BLUEBOOK	SAFETY GLASSES	293.61
		TOTAL	1,457.86

SANITATION	WASH CO HUMANE SOCIETY	OCTOBER COLLECTIONS	375.00
		TOTAL	375.00

TOTAL	91,303.48
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SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Illa Earnest, 319-653-6584 ext 131; learnest@washingtونيowa.gov

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

1. APPLICANT INFORMATION

Name/Event: Live Animal Christmas Play
Coordinator: Michael Griswold
Contact Number: 319-458-9360
Email Address: mikeg@marionavenuebaptist.com

2. EVENT INFORMATION

Event Description: We are having our Live Animal Christmas Play and we would like to set up a tent and portable restrooms in the street in front of the church like we did last year

Days/Dates of Event: Dec. 12-16

Time(s) of Event: (Include Set Up/Tear Down Time) 10 am on the 12th and 12:00 on the 16th
215 S. Marion Ave. Washington, IA 52353

Event Location: _____

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: Marion Ave from Washington to Jefferson. South bound lane and middle parking area.

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

Other Requests

Temporarily park in a "No Parking" area
location: _____

Use of City Park (specify park :
Electrical Needs: _____

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

Fireworks (specify location :)

Use of gators/UTV/ATV on City streets

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

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

Other (please specify :)

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

Street barricades

Emergency "No Parking" Signs

Traffic cones

Picnic Tables

Yield signs for crosswalks

Garbage/Recycling Barrels

Street Sweeping following (parades)

Other (please specify :)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: _____

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.

Michael Huswelder

Applicant/Sponsor Signature

10-24-19

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
_____	City Clerk (Liquor Licenses)	Illa Earnest	319-653-6584 ext 131	learnest@washingtioniowa.gov Comments/Restrictions:
<u>10/23</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov Comments/Restrictions:
<u>Copy given to Fire Dept</u>	Fire Chief	Tom Wide	319-863-3332	firedept@washingtioniowa.gov Comments/Restrictions:
<u>10/24</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov Comments/Restrictions:
_____	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov Comments/Restrictions:
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions:			

CITY COUNCIL APPROVAL

City Clerk Signature _____

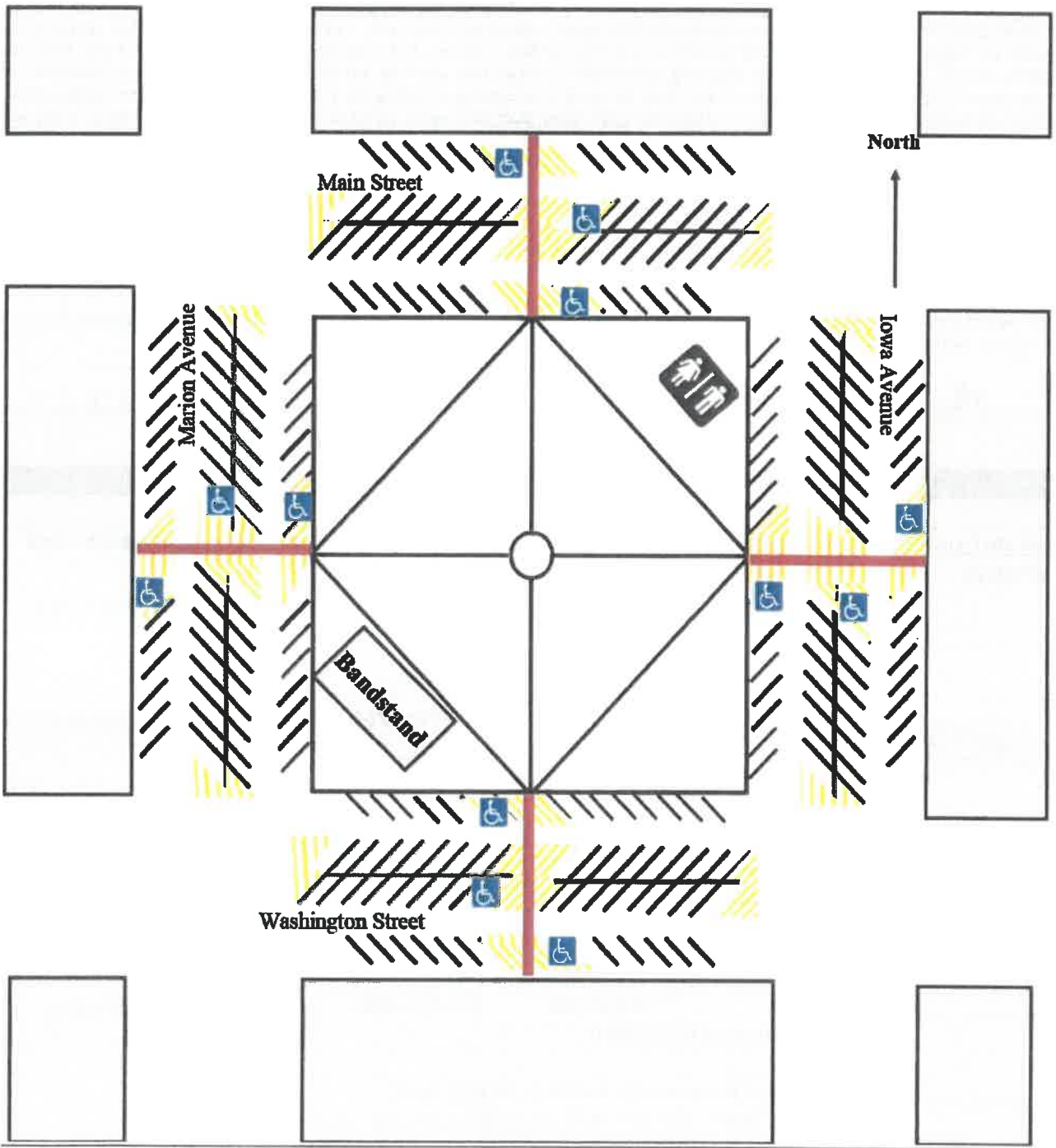
Date of Action _____

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

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



*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

November 1, 2019

To: Mayor and City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson 
City Administrator

Re: Water Treatment Plant Closeout

This item is finally ready to untable and take action, following receipt of the Engineer's Statement of Completion and all related paperwork. It will be nice to finally have this closed out.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT AS COMPLETED.

WHEREAS, the City Council of the City of Washington did award a construction contract to Tricon Construction Group in the amount of \$4,943,000.00 for the “Water Treatment Plant Improvements Project” (the “Project”); and

WHEREAS, the Project has now been completed in accordance with the plans and specifications as per the attached Engineer’s Statement of Completion; and

WHEREAS, it is necessary for the City Council to formally accept the Project.

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

1. That Pay Application #18 is hereby approved, in the amount of \$12,706.13.
2. That the construction of the Project is hereby accepted as completed, with a final contract price of Four Million Nine Hundred Forty Thousand Three Hundred Eighty-Three Dollars and Thirty-Six Cents (\$4,940,383.36).
3. That retainage in the amount of Two Hundred Forty-Seven Thousand Nineteen Dollars and Seventeen Cents (\$247,019.17) as per attached Pay Application #19 is hereby approved and may be paid without a 30-day delay due to a time period of over 90 days that has elapsed since all work was completed, during which no claims have been filed by subcontractors or suppliers against this retainage.

PASSED AND APPROVED, this 5th day of November, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Engineer's Statement of Completion

Project: Water Treatment Plant Improvements	Date of Contract: Sept. 7, 2017
Owner: City of Washington, Iowa	Owner's Contract No.:
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 3424-16A
Contractor: Tricon Construction	

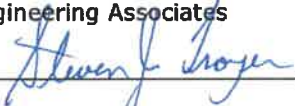
I hereby state that the construction of **Water Treatment Plant Improvements** project by a Contract dated **September 7, 2017** has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **June 10, 2019**. The Contract completion date was **May 31, 2019**.

I further state that the final contract amount due to the Contractor for the fulfillment of said Contract is **\$4,940,383.36**. The derivation of this total amount is tabulated on the attached sheet.

A total of **\$4,680,658.06** has been paid previously, leaving **\$259,725.30** due as of the date of this document. Of the total amount due, **\$12,706.13** should be paid with Pay Application No. 18. The remaining **\$247,019.17** is retainage that shall be paid no sooner than thirty (30) days following formal acceptance of the construction by resolution of the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates
 By: 
 Iowa Registration No.: 14665
 Date: October 30, 2019
 FOX PN: 3424-16A

Accepted by:

Owner: _____
 Resolution: _____
 Date: _____
 Signed: _____
 Title: _____
 Attest: _____

Distribution:
 Engineer
 Contractor
 Owner
 IDNR



Contractor's Application for Payment No. 18

Application Period: 4/01/19 - 10/21/19	Application Date: 10/28/2019	18
To (Owner): City of Washington	From (Contractor): Trison Construction	Via (Engineer): Fox Engineering Inc, 414 South 17th Street, Ste 107, Ames, IA, 50010
Project: Water Treatment Plant Improvements, City of Washington, Washington, Iowa	Contract: Washington WTP	Engineer's Project No.: 2488-11A
Owner's Contract No.:	Contractor's Project No.: 17-011-1A	

Application for Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1		\$2,616.64
TOTALS			
		NET CHANGE BY CHANGE ORDERS	-\$2,616.64

1. ORIGINAL CONTRACT PRICE \$ 34,940,000.00
2. Net change by Change Orders \$ -2,616.64
3. Current Contract Price (Line 1 ± 2) \$ 34,940,383.36
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) \$ 34,940,383.36
5. RETAINAGE:
 - a. 5% X \$4,940,383.36 Work Completed \$ 2,470,191.7
 - b. 5% X Stored Material \$
 - c. Total Retainage (Line 5a + Line 5b) \$ 2,470,191.7
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 34,693,364.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 34,680,698.06
8. AMOUNT DUE THIS APPLICATION \$ 12,706.13
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) \$ 2,470,191.7

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

Contractor Signature: Mary K. Stone Date: 10/28/19

Payment of: \$ 12,706.13
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Date) 10/28/19

Payment of: \$ _____
 (Line 9 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____

Approved by: _____ (Date) _____
 Funding or Financing Entity (if applicable) _____ (Date) _____



Contractor's Application for Payment No. 19

To (Owner): City of Washington	Application Period: 4/01/19 - 10/21/19	Application Date: 10/22/2019
Project: Water Treatment Plant Improvements, City of Washington, Washington, Iowa	From (Contractor): Tricon Construction	Via (Engineer): Fox Engineering Inc, 414 South 17th Street, Ste 107, Ames, IA 50010
Owner's Contract No.: 17-011-1A	Contract: Washington WTP	Engineer's Project No.: 2489-11A

Applications For Payment Change Order Summary

Approved Change Order Number	Additions	Deductions
1		\$2,616.64
TOTALS		
		\$2,616.64
NET CHANGE BY CHANGE ORDERS		- \$2,616.64

1. ORIGINAL CONTRACT PRICE \$ 24,940,000.00
2. Net change by Change Orders \$ -2,616.64
3. Current Contract Price (Line 1 ± 2) \$ 24,940,383.36
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Program Estimates) \$ 24,940,383.36
5. RETAINAGE:
 - a. 5% Work Completed \$
 - b. 5% Stored Material \$
 - c. Total Retainage (Line 5.a + Line 5.b) \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ 24,940,383.36
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 24,698,364.19
8. AMOUNT DUE THIS APPLICATION \$ 247,019.17
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Program Estimates + Line 5.c above) \$ 90.00

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

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

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of \$ 247,019.17	<small>(Line 8 or other - attach explanation of the other amount)</small>
is recommended by: <u><i>Mary K. Stone</i></u> (Engineer)	<u><i>10/22/2019</i></u> (Date)
Payment of \$ _____	<small>(Line 8 or other - attach explanation of the other amount)</small>
is approved by: _____ (Owner)	_____ (Date)
Approved by: _____	_____ (Date)

PUBLIC HEARING NOTICE

Notice is hereby given that there is now on file for public inspection in the office of the City Clerk of Washington, Iowa, the proposed "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA SUPPLEMENT."

The City Council will meet at 6:00 o'clock p.m. on the 5th day of November, 2019, in the Nicola-Stoufer Room, Washington Free Public Library, 115 W. Washington Street, at which time any citizen of Washington, Iowa, or any other person having an interest in the proposed "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA SUPPLEMENT," may appear and be heard for or against the adoption of the proposed Code of Ordinances or any part thereof.

Illa Earnest, City Clerk
CITY OF WASHINGTON, IOWA

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE “CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA”

BE IT ORDAINED by the City Council of the City of Washington, Iowa, that:

SECTION 1. Pursuant to published notice and following public hearing on the 5th day of November, 2019, so required by Sections 362.3 and 380.8, Code of Iowa, there is hereby adopted by the City of Washington, Iowa, the “CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA.”

SECTION 2. All of the provisions of the “CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA,” shall be in force and effect on and after the effective date of this ordinance.

SECTION 3. All ordinances or parts thereof in force on the effective date of this ordinance are hereby repealed from and after the effective date of this ordinance, except as hereinafter provided.

SECTION 4. The repeal provided for in the preceding section of this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing the payment of money by the City or authorizing the issuance of any bonds of said City or any evidence of said City's indebtedness or any contract or obligation assumed by said City; nor shall said repeal affect the administrative ordinances or resolutions of the Council not in conflict or inconsistent with the provisions of “THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA”; nor shall it affect the following ordinances specifically saved from repeal:

VACATION AND DISPOSAL OF STREETS

ORDINANCE NO.	ADOPTED
308	June 21, 1943
313	May 7, 1945
318	January 6, 1947
360	November 5, 1951
371	June 4, 1952
380	October 19, 1953
381	April 19, 1954
401	October 7, 1957
411	November 17, 1958
413	June 15, 1959
426	June 27, 1960
433	May 15, 1961
436	August 20, 1962
448	June 2, 1964
458	June 20, 1966
480	March 1, 1971

490	August 7, 1972
496	March 19, 1973
542	July 5, 1977
543	August 1, 1977
559	December 18, 1978
596	February 16, 1982
655	October 6, 1987
660	January 5, 1988
667	November 15, 1988
680	February 6, 1990
683	April 17, 1990
691	August 7, 1990
711	May 5, 1992
712	May 19, 1992
717	August 18, 1992
732	February 15, 1994
734	June 21, 1994
804	July 6, 1999
815	December 21, 1999
839	April 3, 2001
886	December 15, 2004
889	May 4, 2005
1007	August 7, 2013
1048	October 4, 2016
1050	October 4, 2016
1081	December 4, 2018
1084	February 19, 2019

STREET GRADES

ORDINANCE NO.	ADOPTED
274	Prior to 1943
338	November 21, 1949
407	May 5, 1958
434	June 14, 1961
454	May 24, 1965
477	August 17, 1970
487	April 17, 1972
524	April 5, 1976
556	August 7, 1978
561	May 24, 1979
566	August 13, 1979
573	March 4, 1980
586	June 30, 1981
702A	August 20, 1991
706	February 4, 1992
1053	November 1, 2016

ZONING MAP CHANGES

ORDINANCE	ADOPTED	ORDINANCE	ADOPTED
497	4-2-73	755	4-16-96
503	10-27-73	759	6-4-96

505	11-12-73	764	11-5-96
511	1-6-75	770	8-19-97
523	4-5-76	771	8-19-97
531	7-6-76	772	11-18-97
540	5-2-77	775	12-9-97
544	8-1-77	776	12-9-97
552	6-2-78	781	3-3-98
570	11-5-79	782	3-3-98
571	11-19-79	787	8-18-98
575	4-8-80	788	8-18-98
579	7-15-80	794	3-2-99
587	7-7-81	795	4-6-99
591	11-17-81	798	5-7-99
606	4-5-83	807	9-21-99
608	6-21-83	829	7-5-00
611	1-17-84	847	4-16-02
614	6-5-84	848	5-7-02
626	6-4-85	852	7-2-02
631	9-3-85	853	8-6-02
664	8-2-88	857	11-05-02
669	4-18-89	858	12-17-02
689	5-15-90	861	1-7-03
698	6-4-91	870	6-4-03
702	8-6-91	874	11-5-03
704	9-3-91	878	6-2-04
707	3-17-92	880	7-21-04
708	3-17-92	890	5-18-05
710	5-5-92	894	6-15-05
715	7-7-92	899	7-21-05
720	12-15-92	913	5-03-06
721	1-19-93	916	9-25-06
727	9-7-93	922	1-3-07
728	9-21-93	927	3-21-07
729	9-21-93	928	3-21-07
733	5-17-94	931	5-02-07
746	6-6-95	932	5-02-07
750	9-5-95	937	6-20-07
753	2-6-96	938	8-15-07
951	5-6-09		
953	6-3-09		
965	6-16-10		

996	10-17-12		
1004	06-5-13		
1070	10-3-17		
1079	11-20-18		
1083	12-18-18		
1085	5-7-2019		

nor shall it affect any other right or franchise conferred by any ordinance or resolution of the Council or any other person or corporation; nor shall it affect any ordinance naming, establishing, relocating or vacating any street or public way, whether temporary or permanent; nor shall it affect any ordinance amending the official zoning map, establishing building lines, establishing and changing grades, or dedicating property for public use; nor shall it affect any prosecution, suit or other proceeding pending or any judgment rendered on or prior to the effective date of this ordinance.

SECTION 5. The following ordinances, passed subsequent to the preparation of this code but prior to adoption of this code, are hereby adopted and made a part of this code. These are ordinances 1086, 1087, 1088, 1089, 1090. Said ordinances shall be codified and incorporated in published copies of this code as supplements thereto following adoption of this ordinance.

SECTION 6. An official copy of the “CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA,” adopted by this ordinance, including a certificate of the City Clerk as to its adoption and the effective date, is on file in the office of the City Clerk, and shall be kept available for public inspection.

SECTION 7. The City Clerk shall furnish a copy of the “CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA,” to the Judicial Magistrates serving the City of Washington.

SECTION 8. This ordinance shall be in full force and effect from and after the publication of this ordinance, as required by law.

Passed by the City Council of the City of Washington, Iowa, the ____ day of _____, _____.

Jaron Rosien, Mayor

ATTEST: _____
Illa Earnest, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 40, PUBLIC PEACE,
OF THE CODE OF ORDINANCES OF WASHINGTON, IOWA**

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Add Section.** A new Paragraph 40.06 is adopted as follows:

“40.06 DISORDERLY HOUSE.

1. **Definition.** For purposes of this section, the term “disorderly house” shall mean and include any building, house, enclosure, or place in or upon which occurs any of the following prohibited activities:
 - A. Disorderly conduct as defined in Section 40.03.
 - B. Any noise in violation of the provisions set forth in this or any other chapter of this Code of Ordinances.
 - C. The open storage, use, consumption, or distribution of a controlled substance as defined in Chapter 124 of the Code of Iowa, under which possession of such substance would be an offense.
 - D. Gambling in violation of Chapter 99B of the Code of Iowa.
 - E. Dispensing, selling, or consumption of an alcoholic beverage in violation of Chapter 123 of the Code of Iowa.
 - F. Acts of prostitution, pimping, or pandering as defined in Chapter 725 of the Code of Iowa.
 - G. Illegal use of fireworks that an individual, owner, lessee, renter, proprietor, or any other person with control of the real property allows, permits, hosts, consents to, or facilitates the use of.
2. **Disorderly House Prohibited.** No person (individual, owner, lessee, renter, proprietor, or any other person with control of the real property) shall knowingly keep, maintain, operate, or be concerned with keeping, maintaining or operating within the city a disorderly house; nor shall any person knowingly own or be interested as a proprietor or landlord of such a place.
3. **Authority to Restore Order and Disperse; Failure to Disperse.** Upon issuance of a citation for violation of this section, any peace officer of the city shall have the authority to restore order upon the subject premises, up to and including ordering the dispersal of persons from the subject premises. Any

person who fails or refuses to obey and abide by such an order shall be guilty of a violation of this section.

4. Penalty.

- A. Any person violating the provisions of this section shall be deemed guilty of a simple misdemeanor and upon conviction shall be punished in accordance with subsection 1.14 of this Code of Ordinances.
- B. Any repeat violations of this subsection by a property owner or tenant may be considered a municipal infraction and punished in accordance with Chapter 4 of this Code of Ordinances.”

SECTION 2. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2019.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2019.

City Clerk

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

November 1, 2019

To: Mayor & City Council

Cc: Illa Earnest, City Clerk; JJ Bell, M/C Superintendent; Jim Lester, Police Chief

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "B. Hinson", is written over the printed name of Brent Hinson.

Re: Parking Signage on the Square

I have really struggled with my recommendation regarding “No Parking” signage on the square, but am now presenting you with a fairly basic plan to keep things the same, but to add signage at all sides of the square in 3 places per side as per Kevin’s recommendation. I might suggest that before installing signage, we look into mounting the signs to the existing decorative poles in the same way as the handicap parking signs, which is undoubtedly more expensive, but also more esthetically pleasing.

I have also added a separate ordinance to correct one error and one omission in the code:
1) The error is that the current ordinance says no parking is allowed on Thursdays at 10:00 p.m. to Fridays at 5:00 a.m., but the signage says 6. I propose to change the ordinance to 6;
and 2) The omission is that while the signage says no parking during snow removal, I do not find this in the code, so am now proposing to add it.

**City of Washington
Proposed "No Parking" Sign
Locations 11-19**



2 HOUR PARKING
8 AM TO 5 PM
EXCEPT SUNDAYS
& HOLIDAYS

NO
PARKING
DURING SNOW
REMOVAL
OR
10 PM THURS
TO 6 AM FRI



City of Washington
Current Handicap Parking Signage Design



ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER
69 REGARDING DOWNTOWN PARKING**

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Delete Section.** Section 69.09, "All Night Parking Prohibited", is hereby repealed.

SECTION 2. **Add Section.** A new Section 69.09, "All Night Parking Prohibited", is added as follows:

"69.09 ALL NIGHT PARKING PROHIBITED.

No person shall park or leave standing any vehicle on any street within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, but not including any portion of Second Street, Second Avenue, Jefferson Street or Avenue B during the following times:

1. Between the hours of 10:00 p.m. on Thursday and 6:00 a.m. on the following Friday of each week; or
2. Between the hours of 10:00 p.m. and 6:00 a.m. when signs are posted in the northwest and southeast corners of Central Park for snow removal."

SECTION 3. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2019.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

November 1, 2019

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Fire Station Building, Change Order #2 and City Hall/Police, Change Order #1

In October of last year, the Council approved Fire Station Change Order #1, which included additional site paving and paving adjustments to South 3rd Avenue on the back side of our complex. Unfortunately, we have continued to struggle to get Windstream to do anything on their project to bury the phone lines on this block (or even get them to communicate their plans honestly and openly), so need to move everything in that change order, along with related work, to the City Hall/Police project to hopefully allow the Fire Station project to be closed out in the near future.

Thus, we are asking that you consider a deduct change order in the amount of \$83,997.37 from the Fire Station project, and then a change order to add this same amount to the City Hall/Police project.



AIA[®]

Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*
Washington Fire Station
215 East Washington Street
Washington, Iowa 52353

CONTRACT INFORMATION:
Contract For: General Construction
Date: August 22, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: October 8, 2019

OWNER: *(Name and address)*
City of Washington, Iowa
215 East Washington Street
Washington, Iowa 52353

ARCHITECT: *(Name and address)*
Farnsworth Group, formerly
Design Alliance
14225 University Avenue, Suite 110
Waukee, Iowa 50263

CONTRACTOR: *(Name and address)*
Bushong Construction Company, Inc.
704 E. Wood Street
P.O. Box 696
Montezuma, Iowa 50171

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Change Order No. 02 - Summary dated 10/08/19

TOTAL DEDUCT: \$83,997.37

The original Contract Sum was	\$ 2,474,900.00
The net change by previously authorized Change Orders	\$ 45,167.37
The Contract Sum prior to this Change Order was	\$ 2,520,067.37
The Contract Sum will be decreased by this Change Order in the amount of	\$ 83,997.37
The new Contract Sum including this Change Order will be	\$ 2,436,070.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Farnsworth Group, formerly
Design Alliance

Bushong Construction Co., Inc.

City of Washington

ARCHITECT *(Firm name)*

SIGNATURE

CONTRACTOR *(Firm name)*

SIGNATURE

OWNER *(Firm name)*

SIGNATURE

Kristofer J. Orth, AIA
PRINTED NAME AND TITLE

John Bushong, Vice President
PRINTED NAME AND TITLE

Jaron Rosien, Mayor
PRINTED NAME AND TITLE

10/08/19
DATE

10/24/19
DATE

DATE



CHANGE ORDER NO. 02 - SUMMARY

Washington Fire Station

Date: 10/08/19

Original Contract Sum:		\$2,474,900.00
Net Change by previously authorized Change Orders		\$45,167.37
The Contract Sum prior to this Change Order		\$2,520,067.37
Deduct Sitework:	-\$9,987.00	
Deduct Paving:	-\$18,203.00	
Deduct Joint Sealants:	-\$950.00	
Deduct Trash Enclosure Installation:	-\$2,800.00	
Deduct remaining Balance of RFP-06:	-\$9,390.00	
Deduct remaining Balance of Change Order 1:	-\$42,667.37	
TOTAL:	-\$83,997.37	
The Contract Sum will be increased by this Change Order in the amount of		-\$83,997.37
The new Contract Sum including this Change Order will be		\$2,436,070.00



AIA®

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Washington City Hall & Police Station
 215 East Washington Street
 Washington, Iowa 52353

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: July 23, 2019

CHANGE ORDER INFORMATION:
 Change Order Number: 001
 Date: October 8, 2019

OWNER: *(Name and address)*
 City of Washington, Iowa
 215 East Washington Street
 Washington, Iowa 52353

ARCHITECT: *(Name and address)*
 Farnsworth Group, formerly
 Design Alliance
 14225 University Avenue, Suite 110
 Waukee, Iowa 50263

CONTRACTOR: *(Name and address)*
 Bushong Construction Company, Inc.
 704 E. Wood Street
 P.O. Box 696
 Montezuma, Iowa 50171

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Change Order No. 01 - Summary dated 10/08/19

TOTAL ADD: \$83,997.37

The original Contract Sum was	\$	1,909,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,909,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	83,997.37
The new Contract Sum including this Change Order will be	\$	1,992,997.37

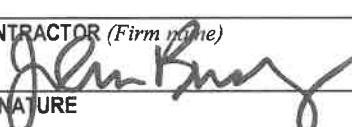
The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Farnsworth Group, formerly
 Design Alliance
 ARCHITECT *(Firm name)*

 SIGNATURE
 Kristofer J. Orth, AIA
 PRINTED NAME AND TITLE
 10/08/19
 DATE

Bushong Construction Co., Inc.
 CONTRACTOR *(Firm name)*

 SIGNATURE
 John Bushong, Vice President
 PRINTED NAME AND TITLE
 10/27/19
 DATE

City of Washington
 OWNER *(Firm name)*

 SIGNATURE
 Jaron Rosien, Mayor
 PRINTED NAME AND TITLE

 DATE



...formerly
DESIGN ALLIANCE

CHANGE ORDER NO. 01 - SUMMARY

Washington City Hall & Police Station

Date: 10/08/19

Original Contract Sum:	\$1,909,000.00
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order	\$1,909,000.00

Add the following work which was deducted from the Washington Fire Station:

Sitework:	\$9,987.00
Paving:	\$18,203.00
Joint Sealants:	\$950.00
Trash Enclosure Installation:	\$2,800.00
Balance of Washington Fire Station RFP-06:	\$9,390.00
Balance of Washington Fire Station Change Order No. 01:	\$42,667.37
TOTAL:	\$83,997.37

The Contract Sum will be increased by this Change Order in the amount of \$83,997.37

The new Contract Sum including this Change Order will be \$1,992,997.37

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

November 1, 2019

To: Mayor and City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: North 4th Avenue Project Engineering Task Order

Back in April, the Council approved a task order for a study and report on the proposed North 4th project. This phase is complete, so we are now bringing you the engineering agreement for design and construction of the project.

As part of the study, we examined possible improvements to the underpass stormwater lift station. It turns out that costs would be very significant to increase the capacity of the pump station- from \$536,000 to \$650,000, depending on the option selected, due to the need to provide for an upsized force main. However, even if it were affordable, this option is not attractive, given that the engineers believe increasing the flow coming from the underpass lift station would cause ponding/flooding in other areas due to the overall undercapacity in the system. Therefore, those improvements should be delayed until a more comprehensive storm sewer system survey can be done in the future. The good news is that the new storm sewer along East 5th Street is designed to go into a storm manhole that bypasses the lift station. Therefore, while we aren't making that issue any better with this project, at least we aren't making it any worse.

FOX completed a report for us in January 2017 regarding the sewer separation component of this project. This would separate the Water Plant block stormwater drainage from the sanitary, delivering an I/I reduction benefit of around 6.14 million gallons per day (MGD), slightly higher than the 2016 Courthouse Sewer Separation project.

The proposed project will also involve reconstruction of North 4th Avenue with new pavement, upsizing of the water main to Stewart Elementary to increase the fire flow available to acceptable levels, complete replacement of the very poor condition sanitary

sewer under North 4th, and extension of sidewalk on the east side of North 4th, creating the first continuous sidewalk connecting Stewart, the Middle School, and Lincoln Elementary.

The estimated cost listed in the report for the project (including engineering and 20% contingency) is \$2.5 million. This is somewhat higher than we had expected, but is manageable, especially as we would hope bring down the contingency and estimated amount as design proceeds.

Pending your approval of this Task Order, we would expect to bid the project in March and begin construction in May. We will attempt to get as much of the project as possible done over the summer due to the significant impact on school traffic that the project will have. The substantial completion date for the project is currently anticipated to be September 11, 2020.

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated May 1, 2013 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

A. Title: N 4th Avenue Improvements - Washington, Iowa

B. Description: This project consists of reconstruction of the existing sanitary sewer, storm sewer, water main, and street pavement section on N. 4th Avenue within the City of Washington. The project will include sanitary, storm, and water main utility replacement along with the street section improvements on N. 4th Avenue from E. 5th Street to E. 7th Street. It is anticipated that the water main upsizing will be extended to E. 10th Street. The project will include additional storm sewer on N. 4th Avenue and the relocation of the existing storm sewer outlet at E. 5th Street west to the existing storm sewer on N. 2nd Avenue.

1. Services of Engineer - Services of Engineer for this Task Order No. 7114-19A shall be as per Exhibit A of the Master Agreement except as modified below (*Paragraph and Sub-paragraph numbering below coincides with the particular Paragraph and Sub-paragraph numbering of Exhibit A of the Master Agreement for which modifications are hereby made*):

Part 1 -- Basic Services

A1.01 Study and Report Phase -- This phase is not applicable (already completed under separate Task Order).

A1.02 Preliminary Design Phase -- Per Exhibit A, except as follows:

1. This item includes a topographic survey of N. 4th Avenue from E. 3rd Street to E. 10th Street. In addition, topographic survey will be completed on E. 5th Street from N. 3rd Avenue to N. 2nd Avenue. The survey will include location of underground utilities (as marked by others), along with location of storm and sanitary structures with associated inverts and pipe sizes where possible within the survey limits. Utility locates are the responsibility of the individual utilities and will be coordinated prior to survey field work. The City will be responsible to field locate all curb boxes.
2. FOX will complete a property boundary survey of the adjacent project area properties. Easement negotiations with property owners is not included in these services and can be completed as an additional service if requested by the Owner.
3. FOX will schedule a utility coordination meeting and present the preliminary design for review.
4. Utilizing the concept developed as part of the scoping study, FOX will include a storm sewer design for a 5-yr storm event to redirect the storm sewer that is currently connected to the sanitary sewer on N. 4th Avenue and reroute to the storm sewer on N. 2nd Avenue. It is anticipated that the design will include additional storm sewer on N. 4th Avenue.
5. FOX will investigate the condition of the sanitary sewer main from E. 3rd Street to E. 7th Street. FOX will investigate two (2) options for improving the sanitary sewer system including full removal and replacement or CIPP lining.
6. FOX will include a preliminary design of the proposed 10-inch water main that will replace the existing water main from E. 5th Street to E. 10th Street.

7. FOX will investigate construction staging plans. This will help determine the maximum amount of areas that can be closed to the residents during construction. This plan will provide guidelines for parking, mail delivery, garbage pickup, emergency access, and local access during construction.
8. FOX will assist the Owner in issuing an RFP for geotechnical services. These services will be paid by the Owner directly with the geotechnical consultant.
9. Will be presented to the Owner at the completion of the preliminary design phase.
10. FOX will attend a 60% preliminary design review meeting with city Staff. FOX will be available to attend a City Council meeting to present the results of the preliminary design.

A1.03 Final Design Phase – Per Exhibit A, except as follows:

1. Work under this item includes the final design, plans, and specifications for the design improvements as determined in A1.02 Preliminary Design.
2. FOX will provide drawings indicating horizontal and vertical alignment of the proposed roadway, removal plan, pavement design, storm sewer design, sanitary sewer design, water main design, construction details, cross-sections, and traffic control plan. FOX will attend a design review meeting with City Staff at the 90% completion stage of the contract documents completion.
3. FOX will provide the city three copies of the 90% plans and specifications for review and comment.
4. FOX will include an IDNR SWPPP as necessary for construction.
5. FOX will submit an Iowa Department of Natural Resources Wastewater and Water Construction Permit, and supporting documentation, for the project.
6. FOX will provide the city three copies of the final plans and specifications.
7. FOX will provide an opinion of probable construction costs for the planned improvements.
8. One construction bid package (one prime contract) is assumed for the project.

A1.04 Bidding or Negotiating Phase - Per Exhibit A, except as follows:

1. The Engineer shall provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - a. Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
 - b. Review supplier submittals for pre-approval of base bid equipment.
 - c. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - d. Prepare and distribute signatory copies of the Notice to Proceed.
2. The Engineer shall attend the bid opening.
3. The Engineer shall prepare and distribute a sufficient number of paper copies of the project documents including drawings, specifications, and addenda to prospective bidders and contractor plan room services. The cost for copies of the bid documents shall be paid by the Owner.
4. FOX shall answer contractor questions and prepare clarification and changes of the bid documents by addendum as necessary.
5. FOX will review bids and submit a recommendation to the city based on the bids received.
6. If the project is awarded by the Owner, FOX will prepare construction contract forms to be executed by the Contractor and Owner.

A1.05 Construction Phase - Per Exhibit A, except as follows:

1. RPR Services will be provided by the City of Washington and is not included as part of this task order. FOX can complete RPR services as an additional service if requested by the Owner.

2. Engineer shall provide construction staking services in general conformance with SUDAS for the proposed improvements.
3. Engineer shall attend and administer the preconstruction meeting and up to 6 progress meetings and/or site visits. Additional progress meetings and/or site visits may be performed as additional expense as approved by the Owner.
4. Once the work is substantially complete, the Engineer shall make one site visit and prepare a punch list for items to be completed prior to final acceptance of the project.
5. Construction phase services are based on a construction duration of 5 months.
6. Exhibit D shall apply to this project in its entirety.

A1.06 Post-Construction Phase - Per Exhibit A, except as follows:

1. Engineer will prepare record drawings using the contractor furnished record drawings. The Engineer will add the contractor issued information to record information and submit three (3) paper copies and a digital pdf of the record information to the Owner.

Part 2 -- Additional Services

A2.01 Additional Services Requiring Owner's Authorization in Advance - As per Exhibit A of the Master Agreement, except for services specifically identified in this document as part of the Basic Services. Exhibit D shall apply to this project in its entirety.

1. General Consultation – Includes providing services outside the scope of this task order as requested by the City of Washington.
2. Easement Plats –The Engineer will provide easement plats based on the property boundary surveying completed and the necessary easements. FOX has assumed that five easement plats will be necessary for this work based on the concept plans developed. This service does not include easement negotiations and can be completed as an additional service if requested by the Owner.

2. Owner's Responsibilities - Owner Responsibilities for this Task Order shall be as per Exhibit B of the Master Agreement and as modified below (*Paragraph and Sub-paragraph numbering below coincides with the particular Paragraph and Sub-paragraph numbering of Exhibit B of the Master Agreement for which modifications are hereby made*):

B.2.01.H As per Exhibit B, but with the following additional responsibilities:

- H. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

B.2.01. Add the following paragraphs:

- R. Owner shall pay all costs associated with leasing or renting the testing equipment, including installation, set-up, power, and connections. Owner will provide the televising video and inspection reports in the completed PACP format for the project area sanitary sewer system.
- S. Owner shall provide all necessary traffic control during the course of the study phase services.

3. Times for Rendering Services - shall be as follows:

Engineer and Owner are aware that there are factors outside the Engineer's control that may affect the Engineer's schedule for completing the services to be provided under this Agreement. The Engineer shall

perform these services with reasonable diligence and expediency consistent with sound professional practices.

Phase	Anticipated Dates for Completion
Preliminary Design Phase	January 3, 2020
Final Design Phase	March 13, 2020
Bidding or Negotiating Phase	May 5, 2020
Construction Phase	5 Months (estimated)
Post-Construction Phase	To be Determined

4. Payments to Engineer for Services and Reimbursable Expenses

Payments to Engineer shall be in accordance with Exhibit C of the Master Agreement. Specifically, Owner shall pay Engineer for services as follows:

Basic Services	Fee Basis	Amount
Topographic Survey	Lump Sum	\$9,500
Property Boundary Survey	Lump Sum	\$7,500
Preliminary Design Phase	Lump Sum	\$82,500
Final Design Phase	Lump Sum	\$71,000
Permits	Standard Hourly Rates ¹	\$3,100
Bidding Phase	Lump Sum	\$9,500
Construction Administration	Lump Sum	\$65,000
Construction Staking	Lump Sum	\$19,500
Post Construction Record Drawings	Lump Sum	\$7,900
Additional Services	Fee Basis	Amount
General Consultation	Standard Hourly Rates ¹	\$3,000
Easement Plats	Standard Hourly Rates ¹	\$5,200

Total Lump Sum Fee: \$272,400
 Total Estimated Hourly Fee: \$11,300
Total Estimated: \$283,700

Notes:

- (1) Hourly amounts are estimated amounts and not maximums. Engineer will request written authorization from owner to continue such services should the accumulated hourly amounts charged for any given task or phase reach the estimated total amounts given above.

5. Engineer’s Consultants:

The Engineer does not anticipate the need to use subconsultants for this project.

6. Other Modifications to Master Agreement:

The term of the Master Agreement is hereby extended to the completion date of the work under this Task Order if that should extend beyond the current term of the Agreement.

7. Attachments – Rate Schedule and N. 4th Avenue Concept Plan.

8. Documents Incorporated By Reference – Master Agreement between Owner and Engineer for Professional Services dated May 1, 2013. Engineer draft scoping study report “N. 4th Avenue Improvements and N. 2nd Avenue Stormwater Pump Station Scoping Report” dated September 9, 2019 and the North 4th Avenue Scoping Study dated January 12, 2017.

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2019.

Engineer

 _____
Signature Date 11.1.2019

John Gade, P.E. _____
Name

Principal _____
Title

Owner

Signature Date

Name

Title

Authorized Representative for Task Order:

Steven P. Soupir, P.E. _____
Name

Project Manager _____
Title

414 South 17th Street, Suite 107, Ames, IA 50010
Address

sps@foxeng.com _____
E-Mail Address

515-233-0000 _____
Phone

515-233-0103 _____
Fax

Authorized Representative for Task Order:

Brent Hinson _____
Name

City Administrator _____
Title

215 E. Washington Street _____
Address

bhinson@washingtoniowa.net _____
E-Mail Address

319-653-6584 X134 _____
Phone

319-653-5273 _____
Fax



**Washington Police Department
215 E. Washington
Washington, IA 52353**



Chief of Police Jim Lester
Lieutenant Lyle Hansen
Lieutenant Ron See

Phone: 319-653-2256
Tip: 800-847-7492
Fax: 319-653-2317

October 30, 2019

To: Mayor & City Council

Cc: Brent Hinson, City Administrator

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

The Police Department has again been invited to participate in the I-LEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY2020. The Department has participated in this program for several years. Last year, all but one of the Washington retailers checked were in compliance. The statewide compliance rate for FY2019 was 91%.

The agreement requires a compliance check at each of the tobacco, alternative nicotine and vapor product retailers between now and February 15, 2020. In addition a repeat check of any business that fails the first compliance check must be completed prior to May 15, 2020. Clerks that fail compliance checks shall be ticketed.

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

I am requesting Council approval to sign the 28E Agreement with the Iowa Alcoholic Beverages Division for the FY2020 tobacco compliance program.

Respectfully,

A blue ink signature of Jim Lester, Chief of Police.

Jim Lester
Chief of Police

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2019 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Washington Police Department (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Washington Police Department
215 E. Washington Street, Washington, Iowa 52353

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2020, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) *will not allow minors under the age of sixteen (16)* to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.5 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.6 Insurance, Benefits and Compensation. The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Joshua Happe
Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

November 1, 2019

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Wiley Avenue Stoplight Changes

As previously discussed, we have sought quotes on upgrading the Wiley Avenue stoplights to allow for permissive flashing yellow turn arrows. Water Superintendent Kyle Wellington obtained 3 quotes:

- Neumiller Electric, Iowa City: \$11,200
- Dave Bessine Electric, Burlington: \$13,231
- Advanced Electrical Services, Iowa City: \$14,870

We recommend the low quote from Neumiller Electric (see attached for their detailed quote). We have worked with them in the past on well projects, and they have done a good job.

We haven't felt out timing yet on when the work would proceed, but my guess would be that the work would not be scheduled until spring. This would work well, as we do not have this item budgeted, but usually run under our yearly budget for the Road Use Tax Fund (where this would be paid from). We typically use any excess budgetary funds for additional street patching, but should be able to afford to do these improvements in this budget year without a big impact to other items.



Neumiller Electric Inc.
 Phone: 319-665-9036
 Fax: 319-333-1370
FULL SERVICE ELECTRICAL CONTRACTOR

Recommended

Estimate

Date	Estimate #
10/16/2019	2589

Name / Address
City of Washington 215 E. Washington St. Washington, IA 52353

Project			
Hwy 92 and Wiley Ave. signal changes			
Description	Qty	Rate	Total
Traffic signal changes at hwy 92 and Wiley Ave. intersection Supply and install 4 section heads in place of 3 section heads (2) Remove and replace 5 conductor cable with 7 conductor cable Provide and install "left turn yield on flashing yellow arrow" (2) Supply and install new conflict monitor Traffic control Coordinate with TATPL Traffic		11,200.00	11,200.00
Total			\$11,200.00

Neumiller Electric Inc. 605 Hwy 1 West Iowa City, IA 52246 (319) 665-9036
 www.neumillerelectric.com

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

November 1, 2019

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Alley Vacating Request- 211 East 15th

As discussed at the last meeting, we are recommending that the Council suspend the rules and consider final adoption of the ordinance, as well as the conveying of the vacated portion of the alley to the property owner. This will help get this matter finally cleared up.

ORDINANCE NO. _____

**AN ORDINANCE DECLARING SURPLUS CERTAIN PROPERTY
AND PROVIDING FOR ITS DISPOSAL THEREOF**

BE IT ENACTED by the City Council of the City of Washington, Washington County, Iowa:

SECTION 1. That a public notice was published at the direction of this Council and a public hearing held to consider declaring surplus a property generally described as: “[T]he North 69.35 feet of a 16.5 foot alley in Block 22 of Win Smouse’s Highland Park Addition to the City of Washington, Washington, Washington County, Iowa. Containing 1,144.3 square feet more or less.”

SECTION 2. That the City Council has determined this property is surplus and wishes to dispose of said property.

SECTION 3. That said property is hereby declared surplus.

SECTION 4. Following proper notice, the City has received only one bid and will dispose of this property by consideration the passage of a Resolution transferring it to the bidder.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this ____ day of November, 2019.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ October 15, 2019

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2019.

City Clerk

RESOLUTION NO. _____

**RESOLUTION DIRECTING THE SALE OF AN INTEREST IN REAL
PROPERTY FOLLOWING A PUBLIC HEARING**

WHEREAS, the City of Washington has determined that the portion of street right of way described as: “[T]he North 69.35 feet of a 16.5 foot alley in Block 22 of Win Smouse’s Highland Park Addition to the City of Washington, Washington, Washington County, Iowa. Containing 1,144.3 square feet more or less.” is surplus and wishes to dispose of that property; and

WHEREAS, the City has received a bid from the owner of property with structures located on said portion of the alley at no fault of that property owner.

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

Section 1. On behalf of the City of Washington, the Mayor shall contract to sell and shall Deed the above-mentioned real estate to the party named therein.

Section 2. The City Clerk shall co-sign all such contracts and deeds. The deed shall be available 30 days after the date of this Resolution unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such fact to be noted on the official record of this Resolution.

PASSED AND APPROVED this 5th day of November, 2019.

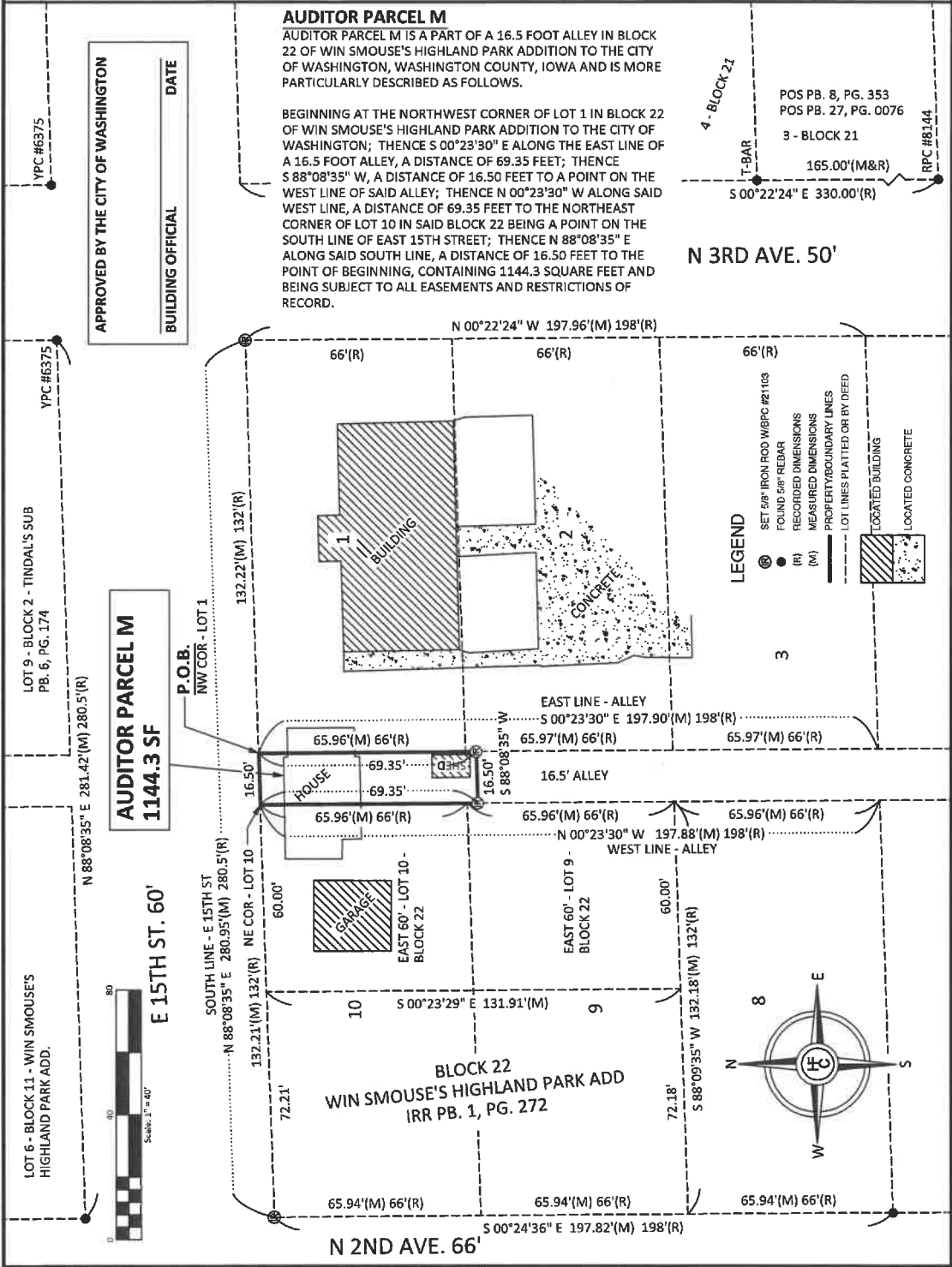
Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

INDEX LEGEND
 LOCATION: PART - 16.5' ALLEY IN BLK 22 - WS HIGHLAND PARK ADD CITY OF WASHINGTON
 REQUESTOR: KOESTNER & ASSOCIATES
 PROPRIETOR: CITY OF WASHINGTON
 SURVEYOR: ANTHONY D. FREDERICK, PLS #21103
 COMPANY: HART-FREDERICK CONSULTANTS P.C.
 510 STATE ST. PO BOX 560 TIFFIN, IA 52340
 RETURN TO: tfrederick@hart-frederick.com (319) 545-7215

HFC HART-FREDERICK CONSULTANTS P.C. HFC
 www.hart-frederick.com
 510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Anthony D. Frederick, P.L.S.
 Iowa License Number: 21103
 My license renewal date is December 31, 2019.
 Pages covered by this seal: THIS SHEET ONLY

Date: _____



PLAT OF SURVEY
AUDITOR PARCEL M
 PART - 16.5' ALLEY IN BLOCK 22
 WIN SMOUSE'S HIGHLAND PARK ADD.
 CITY OF WASHINGTON, WASHINGTON COUNTY, IOWA

DATE: 7/19 DRN: ADF FLD BK: ROBO PROJ. NO: 197080

Y:\2019 Surveys\197080_Koestner and Associates\drawing\197080.DWG, 5/12/2019 2:55:12 PM, DWG To PDF.plt

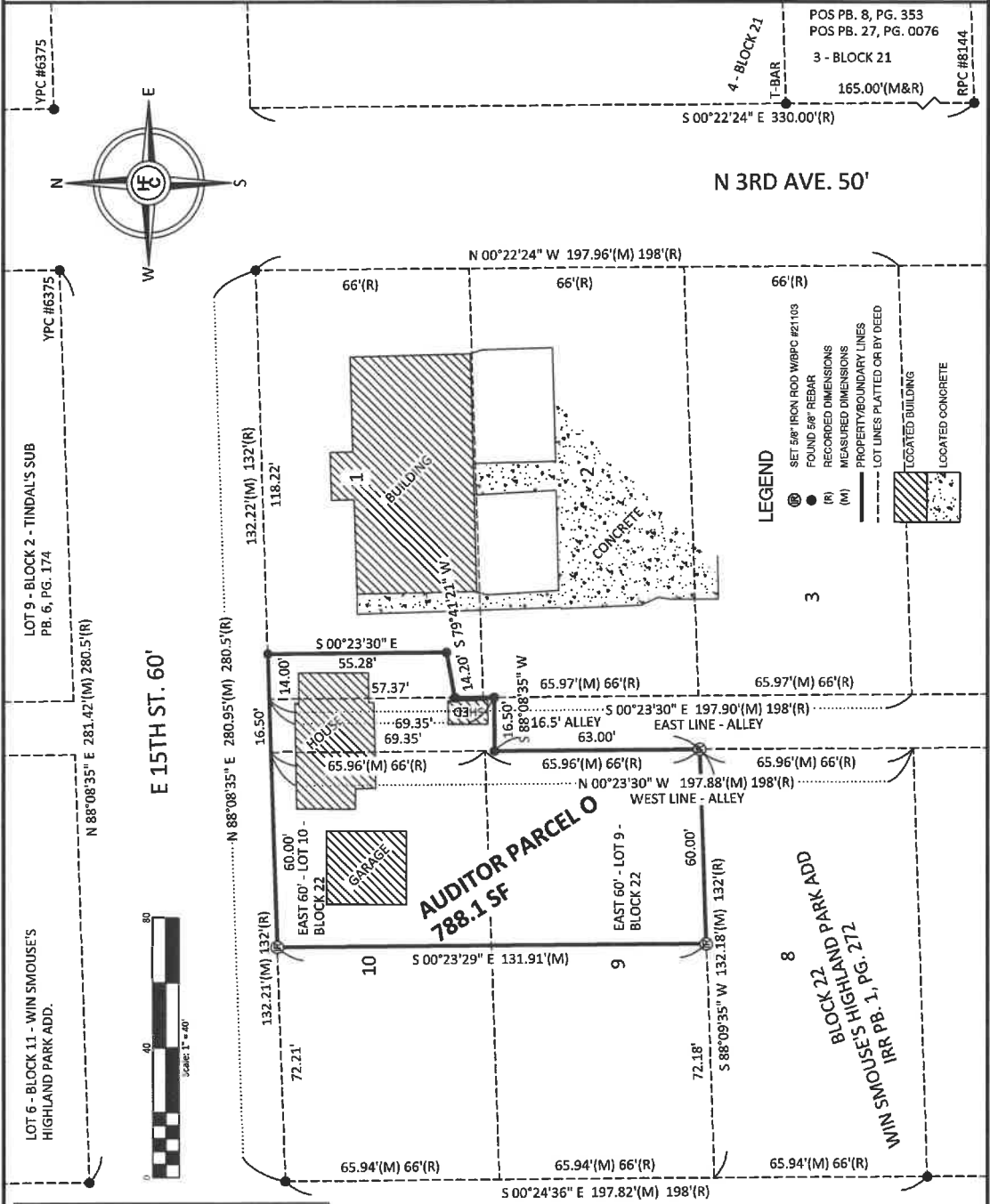
INDEX LEGEND

LOCATION:

REQUESTOR: KOESTNER & ASSOCIATES
 PROPRIETOR: TYLER J. RAUSCH
 SURVEYOR: ANTHONY D. FREDERICK, PLS #21103
 COMPANY: HART-FREDERICK CONSULTANTS P.C.
 510 STATE ST. PO BOX 560 TIFFIN, IA 52340
 RETURN TO: tfrederick@hart-frederick.com (319) 545-7215

HFC HART-FREDERICK CONSULTANTS P.C.

www.hart-frederick.com
 510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215



APPROVED BY THE CITY OF WASHINGTON

BUILDING OFFICIAL _____ DATE _____

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Anthony D. Frederick, P.L.S. _____ Date _____
 Iowa License Number: 21103
 My license renewal date is December 31, 2019.
 Pages covered by this seal: THIS SHEET ONLY



PLAT OF SURVEY
AUDITOR PARCEL 0
 AUDITOR PARCELS ? ? ? & E. 60' LOTS 9 & 10 - BLOCK 22
 WIN SMOUSE'S HIGHLAND PARK ADD.
 CITY OF WASHINGTON, WASHINGTON COUNTY, IOWA

DATE: 7/19 DRN: ADF FLD BK: ROBO PRGJ. NO: 197080

Y:\2019 Surveys\197080 Koestner and Associates\drawing\197080.DWG, 9/12/2019 2:53:40 PM, DWG To PDF.plt

RESOLUTION NO. _____

A RESOLUTION DECLINING TO EXERCISE EXTRATERRITORIAL JURISDICTION FOR SYCAMORE HILL SUBDIVISION.

WHEREAS, the City of Washington and Washington County entered into a 28E Agreement Regarding Extraterritorial Jurisdiction, recorded as Document 06-5681 in the office of the Washington County Recorder; and

WHEREAS, under this agreement, “Proposed plats within the two mile extraterritorial jurisdiction of the City of Washington shall be submitted to the City of Washington’s Planning and Zoning Commission for review...” but “The City of Washington may decline to exercise its extraterritorial jurisdiction and choose to order the proposed subdivision to Washington County...”; and

WHEREAS, the City’s zoning administrator, acting under the authority granted by the Washington City Council and in accordance with previous practice, declined to review the plat for Sycamore Hill Subdivision in a memorandum dated October 24, 2019; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the action of the zoning administrator Steven E. Donnolly in a memorandum dated October 24, 2019, attached as Exhibit A to this resolution, to decline to exercise extraterritorial jurisdiction regarding Sycamore Hill Subdivision is hereby affirmed.

Passed and Approved this 5th day of November, 2019.

Jaron Rosien, Mayor

Attest:

Illa Earnest, City Clerk



Development Services
215 E. Washington St.
Washington, IA 52353
319.653.6584

Memo

To: Washington County
From: Steve Donnolly
Date: 10/24/2019
Re: Sycamore Hill Subdivision

Deb,

The City of Washington is declining to exercise its extraterritorial jurisdiction and chooses the proposed Sycamore Hill Subdivision be submitted to Washington County for review.

Steven E. Donnolly

A handwritten signature in black ink, appearing to read "Steve Donnolly".

Digitally signed by Steve Donnolly
DN: cn=Steve Donnolly, o=City of
Washington, ou=Development Services,
email=sdonnolly@washingtoniowa.gov,
c=US
Date: 2019.10.24 13:56:09 -05'00'

Building and Zoning Official
City of Washington, IA

MINOR PLAT

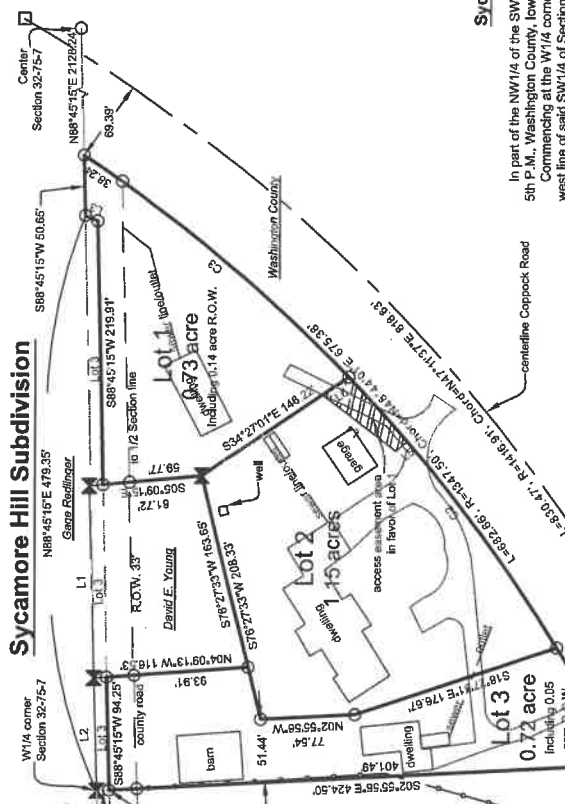
INDEX LEGEND

Property Location: Township 75 North, Range 7 West, Washington County, Iowa
 Return Document to: Lance Surveying Services (319) 966-6779
 Surveyor: Robert H. Lance, Iowa P.L.S. #21980, rob@lanceurveying.com
 Survey Requested by: Matt Miller
 1505 North Broadway Street, Mt. Pleasant, IA 52641
 Proprietor: Matthew D. Miller and Lisa E. Miller
 Survey Completed: 30 September 2019
 Sheet 1/1 | Basis of Bearing: IA RTK, ISPS Zone | Miller, Matt 32-75-7.dwg

PLAT/PLAN APPROVED BY
WASHINGTON COUNTY
 Approved by the Washington County Board of Supervisors
 on this _____ day of _____
 By: _____
 Chairperson
 Attest: By: _____
 County Auditor

NUMBER	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA
C1	111.57'	1347.50'	111.54'	N 60°52'28" E	4°44'39"
C2	284.75'	1347.50'	284.22'	N 52°28'57" E	12°06'27"
C3	286.34'	1347.50'	285.80'	N 40°19'28" E	12°10'30"

NUMBER	BEARING	LENGTH
L1	S 88°30'32" W	160.01'
L2	S 86°30'32" W	94.01'
L3	S 29°45'16" W	11.03'
L4	N 37°43'14" E	78.66'
L5	N 40°31'48" W	12.50'
L6	S 34°27'01" E	26.32'

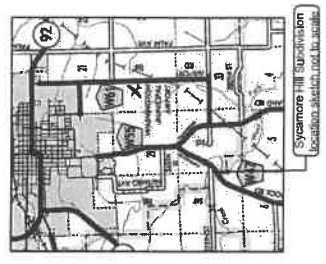


Owner/Subdivider:
 Matthew D Miller and Lisa E Miller
 1623 Ash Avenue
 Mt. Pleasant, IA 52641
 (319) 831-4336
Representation/Attorney:
 Craig Davis
 211 West Washington Street
 Washington, IA 52343
 (319) 653-5431

Sycamore Hill Subdivision

Sycamore Hill Subdivision

In part of the NW1/4 of the SW1/4 of Section 32, Township 75 North, Range 7 West of the 5th P.M., Washington County, Iowa, described as follows:
 Come upon the NW1/4 of Section 32, thence South 02°55'56" East, along the west line of said SW1/4 of Section 32, a distance of 10.00 feet to the SW corner of Lot 2 of a Subdivision of the NW1/4 of the SW1/4 of Section 32, as depicted in Auditor's Plat in Survey Book 4, Page 265, Office of the Recorder, Washington County, Iowa, said point being also the POINT OF BEGINNING; thence, continue N, South 02°55'56" East, 424.20 feet, where said line intersects the northerly right-of-way of Coppock Road; thence, along said right-of-way, 692.66 feet, along a 1:347.50 foot radius, concave northerly, with a chord of 673.38 feet, said chord bearing North 48°44'01" East; thence, along said line, 848.49 feet, West, 50.65 feet to the NE corner of aforementioned Lot 3; thence, South 23°45'16" West, along the east line of said Lot 3, 11.03 feet to the SE corner thereof; thence, South 68°45'15" West, along the south line of said Lot 3, a distance of 219.91 feet; the said line intersects the east line of a parcel, as surveyed and described in Survey Book 7, Page 389; thence, South 05°09'35" East, along the east line of said parcel, 81.72 feet to the SE corner thereof; thence, North 04°09'13" West, along the west line of said parcel, 116.53 feet, where said line intersects the south line of aforementioned Lot 3; thence, South 88°45'15" West, along the south line of said Lot 3, a distance of 94.25 feet to the POINT OF BEGINNING, containing 2.00 acres, of which, 0.19, is a public road right-of-way.
 The above bearings are based on Iowa State Plane South Coordinates and all distances are horizontal ground distances.

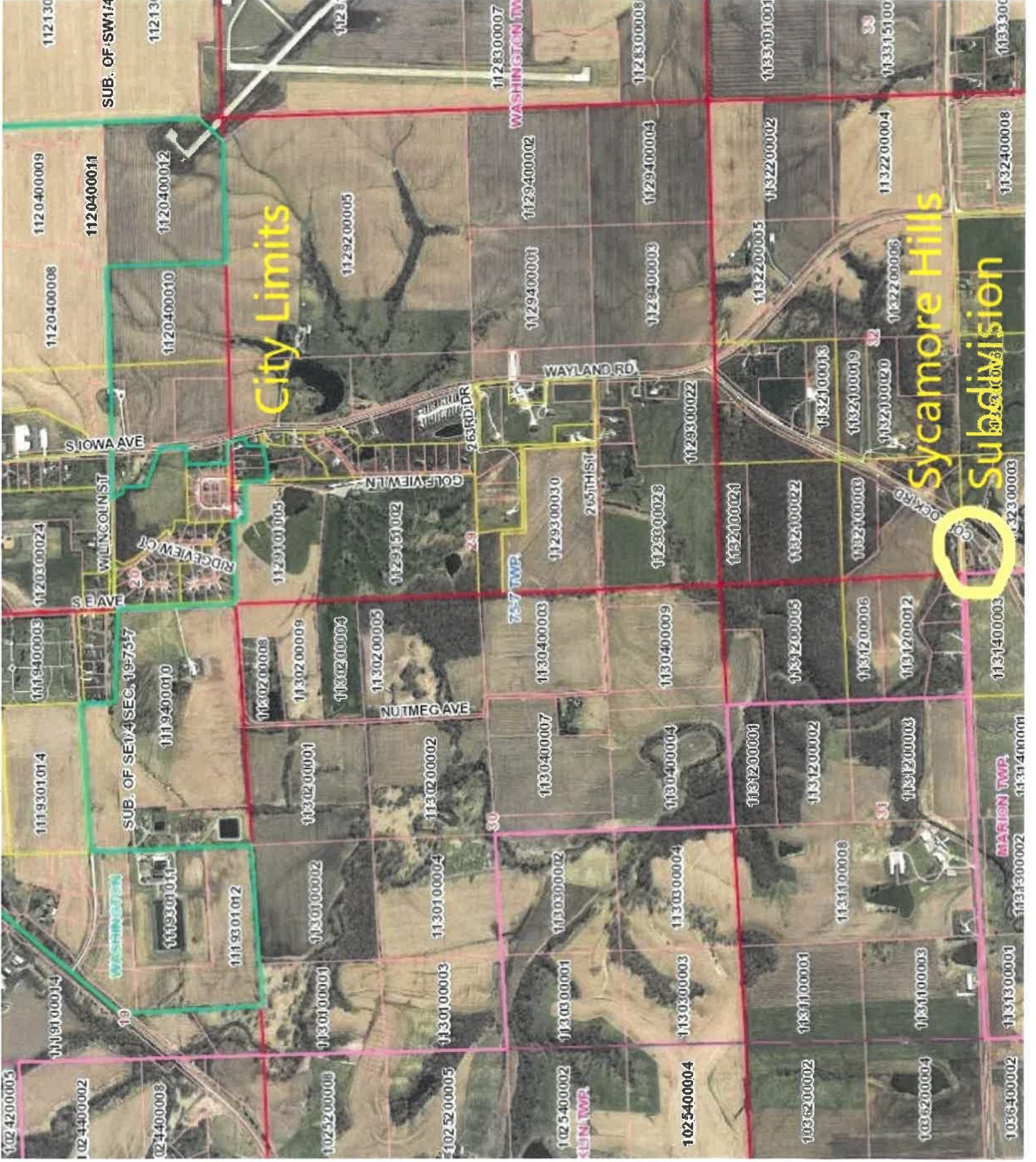


- End of Description -

Certification:
 I hereby certify that this land surveying document was prepared, and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Professional Land Surveyor, under the laws of the State of Iowa.

Robert H. Lance
 Iowa Professional Land Surveyor #21980
 License renewal date: December 31, 2019
 Date
 License covered by this seal: 1





City Limits

Sycamore Hills Subdivision



Sycamore Hill
subdivision
3 lots

102200020

102200016

102200028

102200027

102200033

102200022

102200003

SUB. OF SYCAMORE HILL, SEE 102200017

275th St

SUB. OF SYCAMORE HILL, SEE 102200037

102200018-2022

102200005

102200000

102200000

276th St

102200003

SUB. OF SYCAMORE HILL, SEE 102200037

276th St

102200007
SUB. OF SYCAMORE HILL, SEE 102200017

275th St

276th St

Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator



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

Memorandum

November 1, 2019

To: Mayor & City Council
Cc: Illa Earnest, City Clerk; Jim Lester, Police Chief

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Hire Under Chapter 9 of Personnel Policies

Mayor and Council:

Chapter 9 of the City's Personnel Policies has a restriction on hiring of relatives in which closely related individuals cannot work in the same department. However, in 2015, we added the following qualifier to that language, "...except by special permission of the City Council, upon written recommendation of the City Administrator." This language was added to allow the hiring of Ben Altenhofen for the Police Department (his brother Shamus was already employed with the department). In no case are relatives to work in a supervisory/subordinate employment situation.

We have another case of this, in which we feel it is merited to bring forth a hire of another individual that has a close relative in the department in which he would serve. Ethan Hansen is a newly certified police officer, whose father, Lieutenant Lyle Hansen, serves within that department as well. Ethan was an applicant earlier this year, but accepted a position with the Anamosa Police Department before we proceeded with interviews for our position. He attended the academy, and is now an ILEA certified officer.

I recommend that the Council approve the hire of Ethan Hansen for the Police Department. Since Lyle is the patrol supervisor, Lieutenant Ron See will serve as Ethan's direct supervisor. Because Ethan has an agreement with Anamosa to repay the costs of the academy if he leaves employment within 4 years, we will need to reimburse Anamosa for these costs, which we estimate at \$8,000-10,000. We feel this is well worth it, as we will not have the disruption of having to send a new officer to the academy, and Ethan is a hometown boy (and 3rd-generation law enforcement officer), who is likely to serve the department for many years to come.

CHAPTER 9

EMPLOYMENT OF RELATIVES

Relatives by definition are: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, other first-degree relatives, aunt, uncle, niece, nephew, in-laws, cousins of the first degree, and grandparents.

The City will not employ relatives to work within the same department of the City in full-time, regular positions, except by special permission of the City Council, upon written recommendation of the City Administrator. In no case shall relatives work in supervisory/subordinate employment situations.

Notwithstanding the foregoing, when, subsequent to employment, an employee marries causing a relationship contrary to the above policy, all efforts possible shall be made to prevent a subordinate/supervisory relationship between the relatives. Section 71.1 of the Code of Iowa shall apply.

No City employee shall be required to terminate employment due to the election of a relative to any elective City office.