



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, APRIL 16, 2019

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 16, 2019 to be approved as proposed or amended.

Consent:

1. Council Minutes April 2, 2019
2. Council Minutes April 12, 2019
3. Bushong Construction, Fire Station Project, \$142,338.15
4. Kevin D. Olson, Professional Services, \$861.42
5. Design Alliance, City Hall & Police Station Project, \$9,593.84
6. Design Alliance, Fire Station Project, \$2,050.34
7. Lynch Dallas, Professional Services for Public Works Union Negotiations, \$962.00
8. Lynch Dallas, Professional Services for Police Union Negotiations, \$1,105.60
9. Lengacher's Small Engines, Rear Discharge 54" Mower for Cemetery, \$5,950.70 (**approved by Council 3/19/2019**)
10. Luke Waste Management, 15 Recycling Carts, \$1,800.00
11. Washington Chamber of Commerce, Chamber Bucks Purchased for Photo Contest Winners (Website Project), \$400.00
12. Disposal of Old Vehicles Request.
13. JP's 207, 207 W. Main Street, Class C Liquor License, Catering Privilege, Sunday Sales, (**renewal**)
14. Wal-Mart, 2485 Hwy 92, Class E Liquor License (LE), Class B Wine Permit, Class C Beer Permit (carryout beer), Sunday Sales, (**renewal**)
15. Department Reports

Consent – Other:

- Tricon Construction, Water Treatment Plant Improvements, Pay App #17, \$9,130.32

Claims & Financial Reports:

Claims for April 16, 2019

SPECIAL PRESENTATION

Discussion and Consideration Mills Seed Event Request.

Discussion and Consideration of Farm & Home Mutual Alive After Five Request –
April 25, 2019

Discussion and Consideration of Washington Chamber of Commerce, Holiday
Decorations LED Lighting Request.

Discussion and Consideration of Main Street Masters Putt-Putt Golf Tournament on
Friday, May 3, 2019.

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

UNFINISHED BUSINESS

PUBLIC HEARING

NEW BUSINESS

1. Discussion and Consideration of a Resolution Adopting Site Plan for Dollar Tree (P & Z Recommendation)
2. Discussion and Consideration of a Resolution Adopting Site Plan for Washington County Communications & Emergency Operations Center (P & Z Recommendation)
3. Discussion and Consideration of Change Order #2, Linda Lou's Asbestos Abatement.
4. Discussion and Consideration of an Engineering Task Order with Fox Engineering (North 4th Avenue Project & Underpass Lift Station Scoping Report)
5. Discussion and Consideration of a Resolution Confirming the Appointment of James Lester as Police Chief & Adopting Employment Contract & Agreement.
6. Discussion and Consideration of a Resolution Endorsing a Grant Application (ICAP for Lexipol Police Policy Process)
7. Discussion and Consideration of a Resolution Adopting a Fire Safety Inspections Policy & Report Format.
8. Discussion and Consideration of a Resolution Adopting a Memorandum of Understanding - Washington County Mini-Bus Facility Improvements.
9. Discussion and Consideration of a Resolution Adopting Information Technology Disaster Recovery Plan.
10. Discussion and Consideration of a Resolution Approving a Conveyance Agreement with Kim and Brenda Barthelman.
11. Discussion and Consideration of a Resolution Awarding Construction Contract for S. 15th Avenue Improvements.

12. Discussion and Consideration of a Resolution Rejecting Bids for Construction of Wellness Park Structures.
13. Discussion and Consideration of a Resolution Approving a 28E Agreement Regarding Funding for Countywide Communications Services.
14. Discussion and Consideration of Third Reading of an Ordinance Rezoning a Property from R-2 to B-2 General Business (P & Z Recommendation)

WORKSHOP

- Discussion of Special Event Permitting Process & Ordinance and Consideration of Referral to Planning & Zoning Commission.
- Discussion of Solid Waste Ordinance Changes.
- Discussion of Amending Chapter 41 “Public Health and Safety” (No Smoking Areas in Parks – Park Board Recommendation)

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 04-02-2019

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, April 2, 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 Gault, seconded by Stigers, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 2, 2019 be approved as proposed. Motion carried.

Consent:

1. Council Minutes March 19, 2019
2. Fireworks Permit for the City of Washington. \$6,500.00.
3. RDG Planning & Design, Washington Housing Study, \$5,250.00
4. Musician's Friend, (Municipal Band) Brass Chimes, \$3,174.00
5. Trent Greiner Logging, LLC, Group 7A Tree Removal, \$4,500.00
6. Department Reports

Consent – Other:

1. MSA Professional Services, Wellness Park Phase I – Design & Bidding, \$60,261.25

Motion by Pettit-Majewski, seconded by Moore, to approve consent agenda item #1 as amended. Motion carried.

Motion by Pettit-Majewski, seconded by Stigers, to approve consent agenda items 2-6. Motion carried.

Motion by DeLong, seconded by Pettit-Majewski, to approve consent agenda – other. Motion carried. Gault voted “no”.

Motion by DeLong, seconded by Gault, to approve payment of the claims as presented. Motion carried.

Special Presentations:

Washington County Coalition Against Sexual Assault members Deanna Hansen and Barb Duder spoke with council about their work. County Attorney John Gish spoke on behalf of the important work the Coalition is doing. Mayor Rosien read a proclamation declaring April as Sexual Assault Awareness Month in Washington.

Motion by DeLong, seconded by Pettit-Majewski, to approve the requests from the WCHC Kidzfest Committee for Kidzfest on the Square May 17, 2019. Motion carried.

Motion by Pettit-Majewski, seconded by Moore, to approve the requests from LET’S Center for their 5th Annual Totally Tubular Event on the Square and Bandstand July 15 to July 27, 2019. Motion carried.

Motion by Pettit-Majewski, seconded by Stigers, to approve the request from Washington Reformed Presbyterian Church for use of the Bandstand on Friday evening July 12, 2019 for a concert. Motion carried.

Motion by DeLong, seconded by Moore, to approve Marion Avenue Baptist Church use of Central Park on Sunday, April 21, 2019 for an Easter Egg Hunt. Motion carried.

Motion by Gault, seconded by Moore to approve a Resolution of Support for an HRDP Grant Application by the Washington Historic Preservation Commission for Washington Blvd. Bricks. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-042)**

Kristofer Orth, Design Alliance, gave council an update on the City Hall/Police Building Design Development.

Motion by DeLong, seconded by Pettit-Majewski, to approve the City Hall/Police Building Design Development Plan. Motion carried unanimously.

Presentations from the Public:

The Protacio Marcelino Family spoke to council regarding plans for a special birthday celebration on Saturday, April 6, 2019. Motion by DeLong, seconded by Moore, to approve the Marcelino's plans for Saturday. Motion carried.

Paul Towner, Washington Municipal Band President, came before council to announce that this is the Municipal Band's 88th year.

Mayor Rosien announced that now is the time for the public hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for the S. 15th Avenue Improvements Project.

No written or oral objections were received.

Motion by DeLong, seconded by Pettit-Majewski, 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 Resolution Approving Plans, Specifications, Form of Contract, and Estimate of Cost for the S. 15th Improvements Project. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-043)**

After discussion, motion by DeLong, seconded by Pettit-Majewski, to approve the Resolution Approving an Amendment to the Aquatic Center Management Services Agreement and Confirming Rates for 2019. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-044)**

Motion by Pettit-Majewski, seconded by DeLong, to approve a Resolution Supporting a Grant Application to the Riverboat Foundation for the Wellness Park Project. Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers. Nays: Gault. Motion carried. **(Resolution No. 2019-045)**

Motion by Pettit-Majewski, seconded by Stigers, to approve the Revised Resolution of Support for the MLB Baseball Tomorrow Grant. Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers. Nays: Gault. Motion carried. **(Resolution No. 2019-046)**

Motion by Pettit-Majewski, seconded by DeLong, to approve a Resolution Approving Downtown Investment Grant Agreement not to exceed \$50,000, based on availability of funds (expected forgivable

loan/grant of \$48,500) with DW Developments, LLC for 110 S. Iowa Avenue. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-047)**

Motion by DeLong, seconded Pettit-Majewski, to approve the Resolution Approving Downtown Investment Grant Agreement with Greiner Buildings, Inc. for 120 E. Main Street. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-048)**

Motion by Stigers, seconded by Gault, to approve a Resolution Approving an Amendment to a Development Agreement with Pam Panm, LLC. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-049)**

Motion by Stigers, seconded by Pettit-Majewski, to approve a Resolution Ratifying Settlement Agreements with Teamsters Union for FY20-22 Contracts. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-050)**

Motion by DeLong, seconded by Gault, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: none. Motion carried. **(Resolution No. 2019-051)**

Motion by Pettit-Majewski, seconded by Stigers, to approve the Second Reading of an Ordinance Rezoning a Property from R-2 to B-2 General Business per P & Z Recommendation. 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, April 2, 2019, is adjourned. Motion carried.

Illa Earnest, City Clerk

Council Minutes 04-12-2019

The Council of the City of Washington, Iowa, met in Special Session in the Conference Room, Washington City Hall, 215 East Washington Street on Friday, April 12, 2019 at 9:15 A.M. Mayor Pro Tem DeLong in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Absent: none.

Motion by Pettit-Majewski seconded by Gault, that the agenda for the Special Session to be held at 9:15 A.M., Friday, April 12, 2019 be approved as proposed. Motion carried.

Motion by Stigers, seconded by Youngquist, to approve the Resolution Adopting Small Wireless Facility Design Guidelines. Roll call on said motion: Ayes; DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-052)**

Motion by Stigers, seconded by Pettit-Majewski, that the Special Session held at 9:15 A.M., Friday, April 12, 2019, be adjourned. Motion carried.

Illa Earnest, City Clerk

TO OWNER:
 City of Washington
 215 E Washington Street
 Washington, IA 52353

PROJECT:
 Washington Fire Station
 Washington, IA

FROM CONTRACTOR:
 Bushong Construction Company
 704 E Wood Street
 Montezuma, IA 50171

VIA ARCHITECT:
 Design Alliance
 14225 University Avenue, Suite 110
 Waukee, IA 50263

APPLICATION NO: #7
 PERIOD TO: 3/31/2019
 PROJECT NOS:
 CONTRACT DATE: 8/22/2018

Distribution to:
 OWNER
 CONTRACTOR
 A/R
 FILE

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 2,474,900.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 2,474,900.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$844,777.47
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	42,238.87
b. 5 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 42,238.87
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 802,538.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 660,200.45
8. CURRENT PAYMENT DUE	\$ 142,338.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,672,361.40

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BUSHONG CONSTRUCTION COMPANY, INC.

By: John Bushong Date: 04/04/19

State of: Iowa County of: Poweshiek
 Subscribed and sworn to before me this 4th day of April, 2019
 Notary Public: Brenda J. Moore
 My Commission expires: 11-05-19



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the payment of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 142,338.15

(Attach explanation if amount certified differs from the amount applied. Initial all figures on t Application and on the Continuation Sheet that are changed to conform to the amount certified ARCHITECT: DESIGN ALLIANCE, INC.)

By: [Signature] Date: 04/12/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

April 8, 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 March, 2019

TOTAL HOURS	8.75 hours (reg)
TOTAL MILES	132 miles
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile

TOTAL INVOICE FOR MARCH, 2019 \$861.42



City of Washington
215 East Washington Street
Washington, IA 52353

April 2, 2019
Invoice No: 205741
Project No: 219001

Attn: Brent Hinson

Re: Washington City Hall & Police Station

For professional services rendered for the period March 1, 2019 to March 31, 2019
for the referenced project.

<u>Description</u>	<u>Contract Amount</u>	<u>% Work To Date</u>	<u>Amount Billed</u>	<u>Previous Billed</u>	<u>This Inv Billed</u>
Schematic	11,812.50	100.00%	11,812.50	11,812.50	0.00
Design Dev	23,625.00	100.00%	23,625.00	14,175.00	9,450.00
Const Doc	47,250.00	0.00%	0.00	0.00	0.00
Bid/Negot	5,906.25	0.00%	0.00	0.00	0.00
Const Admin	29,531.25	0.00%	0.00	0.00	0.00
Total Fixed Fee	118,125.00		35,437.50	25,987.50	9,450.00
Total Fixed Fee					\$9,450.00

Kristofer Orth - mileage					143.84
Total Out-of-Pocket Expenses					\$143.84

INVOICE TOTAL					\$9,593.84
----------------------	--	--	--	--	-------------------

Please notify our office if you have any questions concerning your invoice balance.

1.5% interest charged on unpaid balance over 30 days

14225 University
Suite 110
Waukegan, IA 50263
TEL 515.225.3469
FAX 515.225.9649
DesignAllianceInc.com



City of Washington
215 East Washington Street
Washington, IA 52353

April 2, 2019
Invoice No: 205742
Project No: 217055

Attn: Brent Hinson

Re: Washington Fire Station

For professional services rendered for the period March 1, 2019 to March 31, 2019
for the referenced project.

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-design	15,500.00	100.00%	15,500.00	15,500.00	0.00
Schematic	7,750.00	100.00%	7,750.00	7,750.00	0.00
Design Dev	31,000.00	100.00%	31,000.00	31,000.00	0.00
Const Doc	54,250.00	100.00%	54,250.00	54,250.00	0.00
Bid/Negot	7,750.00	100.00%	7,750.00	7,750.00	0.00
Const Admin	38,750.00	33.00%	12,787.50	10,881.00	1,906.50
Total Fixed Fee	155,000.00		129,037.50	127,131.00	1,906.50
Total Fixed Fee					\$1,906.50

Kristofer Orth - mileage					143.84
Total Out-of-Pocket Expenses					\$143.84

INVOICE TOTAL					\$2,050.34
----------------------	--	--	--	--	-------------------

Please notify our office if you have any questions concerning your invoice balance.

1.5% interest charged on unpaid balance over 30 days

14225 University
Suite 110
Waukee, IA 50263
TEL 515.225.3469
FAX 515.225.9649
DesignAllianceInc.com

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

City of Washington

Page: 1
 March 31, 2019
 Account No: 230648-00200C
 Statement No: 159316

Public Works Negotiations

Professional Services

		Hours
11/01/2018	WHS Continue to work on initial proposal and identify mandatory and excluded topics for bargaining (.1).	0.10
12/17/2018	WHS Review email from client regarding possible new position in parks and discuss with client regarding next steps and how to proceed with union regarding collective bargaining (.1).	0.10
12/21/2018	WHS Emails to and from the federal mediator and union representative regarding negotiations status and exchange of initial proposals (.1).	0.10
01/23/2019	WHS Email to and from union representative and also client regarding the initial proposal and request for waiver from the union and review file (.2).	0.20
01/25/2019	WHS Make changes to public works department initial proposal and review list of excluded items for nonpublic safety employees and double check categories (.2). Follow-up revised according to client's requested changes (.1).	0.30
01/29/2019	WHS Email to and from the union representative regarding his initial proposal for this unit (.1).	0.10
02/14/2019	WHS Emails to and from the Teamsters representative about new dates for bargaining and email to client regarding same (.1).	0.10
02/20/2019	WHS Emails to and from City Administrator regarding collective bargaining issues and email to union representative confirming collective bargaining (.1).	0.10
03/02/2019	WHS Review list of mandatory versus permissive and excluded items in final preparation for collective bargaining next week with public works (.2).	0.20
03/06/2019	WHS Meet with client and services that initial proposals and collective bargaining with the Teamsters (2.2). Email to and from client and begin to make changes to the new contracts in red lined form for client review (.2).	2.40
03/07/2019	WHS Dictate changes to the collective bargaining agreement and also revise table of contents to remove dues deductions and other items that are excluded	

		Hours	
	under new collective bargaining law for non-public safety unit (.8).	0.80	
03/11/2019	WHS Review first draft of new collective bargaining agreement and redlined changes and send to client for review and comment (.5).	0.50	
03/14/2019	WHS Final revisions to contract and email to and from union representative (.1).	0.10	
03/31/2019	WHS Review status of emails to client regarding final copy of contract and union ratification issue (.1).	0.10	
	Current Services Rendered	<u>5.20</u>	<u>962.00</u>

	Recapitulation		
<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
WILFORD H STONE	5.20	\$185.00	\$962.00

Total Current Services and Expenses 962.00

Previous Balance \$1,110.00

Payments

11/27/2018 Payment on Account - Thank You -1,110.00

Balance Due \$962.00

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

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

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

City of Washington

Page: 1
 March 31, 2019
 Account No: 230648-00100C
 Statement No: 159315

Police Negotiations

Professional Services

		Hours
11/12/2018	WHS Email from PERB regarding certification issues (.1).	0.10
11/13/2018	WHS Review file and research PERB statute regarding consumer price index and applicability to public safety officers unit (.2).	0.20
12/03/2018	WHS Email telephone conversation with union representative (.1).	0.10
12/10/2018	WHS Emails to and from union representative and client regarding negotiations and health insurance (.1).	0.10
12/20/2018	WHS Emails to and from union and client regarding available dates for collective bargaining for FY 20 and exchange of initial proposals (.2).	0.20
01/23/2019	WHS Email from union regarding waiver of the statutory deadline and email to the union and client regarding status of collective bargaining in receipt of Union initial proposal (.1).	0.10
01/25/2019	WHS Revise and edit draft initial proposal following email from client regarding approved changes (.1).	0.10
02/09/2019	WHS Organize initial proposals to the union and prepare for negotiations next week (.3).	0.30
02/11/2019	WHS Email to and from union representative regarding negotiations tomorrow (.1). Review file and draft initial proposals and review excluded topics of bargaining in preparation for collective bargaining this week (.6).	0.70
02/12/2019	WHS Various emails to and from client and Teamster representative regarding cancellation of bargaining and rescheduling with new dates (.1).	0.10
02/16/2019	WHS Various emails to and from client and Teamster representative regarding rescheduling of negotiations (.1).	0.10
02/17/2019	WHS Emails to and from union and client regarding new date for collective bargaining and initial proposal (.1).	0.10

Police Negotiations

		Hours	
03/05/2019	WHS Final preparation for collective bargaining tomorrow and review file and initial proposals (.2).	0.20	
03/06/2019	WHS Services at initial proposals and negotiations with Teamsters (1.8).	1.80	
03/07/2019	WHS Dictate and edit draft changes to collective bargaining agreement for client and union review (.3).	0.30	
03/10/2019	WHS Review latest revisions to the new collective bargaining agreement and forward to the client for final review and approval before sending to the union (.1).	0.10	
03/12/2019	WHS Follow-up to revisions to new collective bargaining agreement and emails to and from union regarding status of ratification and the new contract (.1).	0.10	
03/13/2019	WHS Review email from City Administrator and make changes to the draft contract and review issue regarding prior wage matrix for FY 19 and revise and edit draft accordingly (.5). Email to and from union representative regarding status of draft contracts (.1).	0.60	
03/14/2019	WHS Emails to and from City Administrator and continue to review changes to contract and email to union representative (.1).	0.10	
03/24/2019	WHS Emails to and from the union representative regarding latest draft of the contract and revise accordingly for final review (.1).	0.10	
03/28/2019	WHS Final review and revision of the contract and double check wage appendix and email to and from client and also email to the union regarding status of ratification (.1).	0.10	
	Current Services Rendered	5.60	1,036.00

Recapitulation

<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
WILFORD H STONE	5.60	\$185.00	\$1,036.00

Expenses

02/15/2019	Mileage to/from Washington, IA on 2/29	69.60
	Total Expenses	69.60
	Total Current Services and Expenses	1,105.60
	Previous Balance	\$1,028.49

Payments

11/27/2018	Payment on Account - Thank You	-1,028.49
------------	--------------------------------	-----------

City of Washington

Police Negotiations

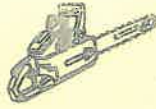
Page: 3
March 31, 2019
Account No: 230648-00100C
Statement No: 159315

Balance Due

\$1,105.60

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

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



Lengacher's Small Engines LLC

21984 Heather Road
Keosauqua, IA 52565
319-293-3754

CUSTOMER'S ORDER NO.		PHONE		DATE <u>4-4-19</u>		
NAME <u>City of Washington</u>						
ADDRESS						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	
PAID OUT						
QTY.	DESCRIPTION				PRICE	AMOUNT
<u>1</u>	<u>X-one Rear Discharge with Kawasaki Engine 54" (suspension seat) (flex forks) and flat Free tires</u>				<u>3090.00</u>	<u>8150.70</u>
	<u>trade in scag 48"</u>					<u>2200.00</u>
	<u>m# 936773</u>					
	<u>s# 19026287</u>					
	<u>300-6-4050-6723</u>	<u>001-8-4050-</u>	<u>Initials</u>	<u>ND</u>	<div style="border: 1px solid black; padding: 5px;"> <u>Approved by Council</u> <u>2/19/19</u> </div>	
	<u>BH</u>	<u>EXP.</u>	<u>New-mower</u>			
	<u>Vender #</u>	<u>Date Rec.</u>				
	<u>Due Date</u>	<u>Inv #</u>				
RECEIVED BY	<u>[Signature]</u>				TAX	<u>Exempt</u>
					TOTAL	<u>5950.70</u>

TERMS: 1 1/2% charged will be added monthly on accounts past 30 days.

09984

Thank You

Luke Waste Management

1951 Highway 92
Washington, IA 52353
319-461-9011

Invoice

Date 3/27/2019
Invoice # 10339

Bill To

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

Terms	Due Date
Due on receipt	3/27/2019

Description	Amount
15 Recycling carts @ \$120 per cart purchased around July of 2016	1,800.00

Total \$1,800.00
Payments/Credits \$0.00
Balance Due \$1,800.00

Thank you for your business.

Finance charges apply on all accounts over 10 days at the rate of 18% per annum.

WASHINGTON CHAMBER OF COMMERCE

205 W. Main Street
Washington, IA
52353

"One of THE BEST Small Towns in America"

City of Washington
215 E Washington St
PO Box 516
Washington, IA 52353

Phone (319) 653-3272

E-mail:michelle@washingtioniowa.org

INVOICE

Invoice Date: 3/22/2019

Invoice Number: 2019-112

DESCRIPTION	PRICE EACH	QUANTITY	AMOUNT
\$10 Chamber Bucks for Photo Contest Winners (\$250, \$100, \$50)	10.00	40	400.00

Please mark your billing preference

www.chamber.washingtioniowa.org

I prefer standard MAIL

Balance Due \$400.00

Save a stamp, please E-MAIL invoices!

Send invoices to this email:



Illa Earnest

From: JJ Bell
Sent: Friday, March 08, 2019 10:02 AM
To: Illa Earnest
Cc: Kelsey (Kranz) Brown; Brent Hinson; Greg Goodman
Subject: Re: 2010 Ford Explorer

Illa,

I have the remaining vehicle information so we can get Council's approval for disposal.

2001 F-150 Ext Cab (old 303)	1FTRX17W01KF03892	VIN #	84277
1989 F-250 Utility Box (602)	1FTHF25H5KNB47531	Plate #	74959
Old PD 72 2004 Ford Crown Vic	2FAFP71WX4X149272		84839
1999 Ford Crown Vic	2FAFP71WOXX232987		523CXW

Once approved and no objections to take these vehicles to an auto recycling yard, I will let you know when they have been delivered so they can be taken off insurance through Horak's.

On Thu, Mar 7, 2019 at 1:40 PM JJ Bell <jjbell@washingtioniowa.gov> wrote:

Illa,

The following PD vehicle can be scratched from auto insurance.
2010 Ford Explorer

VIN#- 1FMEU7DE7AUA65779

There are 4 more vehicles I will get info to you for Council's approval to eliminate in the City's fleet.

I have talked to Zach, he doesn't think these vehicles are worth selling on Public Surplus. Two have total frame rust issues. One has a hole in the fuel tank, but has some other issues. Ron's blue car can't be sold.

There are some lights (beacons) and other parts Zach will keep for repairing other vehicles currently in the fleet.

Let me know if there are any issues on selling these before it goes to Council.

There is a 5th vehicle, but Zach is going to repair it so he has a transportation vehicle to run short errands.

Applicant License Application (LC0039133)

Name of Applicant:	<u>JARON PRICE, LLC</u>				
Name of Business (DBA):	<u>JP's 207</u>				
Address of Premises:	<u>207 W Main Street</u>				
City	<u>Washington</u>	County:	<u>Washington</u>	Zip:	<u>52353</u>
Business	<u>(319) 321-5365</u>				
Mailing	<u>207 W Main Street</u>				
City	<u>Washington</u>	State	<u>IA</u>	Zip:	<u>52353</u>

Contact Person

Name	<u>Jaron P Rosien</u>				
Phone:	<u>(319) 321-5365</u>	Email	<u>jaron.jps207@gmail.com</u>		

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 05/01/2018

Expiration Date: 04/30/2019

Privileges:

- Catering Privilege
- Class C Liquor License (LC) (Commercial)
- Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>				
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>		

Ownership

Jaron P Rosien

First Name: Jaron P **Last Name:** Rosien
City: Washington **State:** Iowa **Zip:** 52353
Position: Manager
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Owners Insurance Company</u>				
Policy Effective Date:	<u>05/01/2018</u>	Policy Expiration	<u>05/01/2019</u>		
Bond Effective	Dram Cancel Date:				
Outdoor Service Effective	Outdoor Service Expiration				
Temp Transfer Effective Date	Temp Transfer Expiration Date:				

Applicant

Name of Applicant: <u>Walmart Inc.</u>		
Name of Business (DBA): <u>Wal-Mart Supercenter# 1475</u>		
Address of Premises: <u>2485 HWY 92</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business	<u>(319) 653-7213</u>	
Mailing	<u>508 SW 8th Street</u>	
City <u>Bentonville</u>	State <u>AR</u>	Zip: <u>72716</u>

Contact Person

Name <u>Cynthia Montero</u>	Phone: <u>(479) 277-4656</u>	Email <u>complic@walmart.com</u>
------------------------------------	-------------------------------------	---

Classification Class E Liquor License (LE)Term: 12 monthsEffective Date: 05/11/2018Expiration Date: 05/10/2019

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Doug McMillon

First Name: Doug **Last Name:** McMillon
City: Bentonville **State:** Arkansas **Zip:** 72712
Position: President & CEO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Cynthia Moehring

First Name: Cynthia **Last Name:** Moehring
City: Bentonville **State:** Arkansas **Zip:** 72712
Position: Sr. VP & Chief Compliance Officer
% of Ownership: 0.00% **U.S. Citizen:** Yes

Andrea Marie Lazenby

First Name: Andrea Marie **Last Name:** Lazenby

City: Bentonville **State:** Arkansas **Zip:** 72712

Position: Assistant Secretary

% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Matthew Allen

First Name: Matthew **Last Name:** Allen

City: Rogers **State:** Arkansas **Zip:** 72758

Position: Assistant Treasurer

% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>Travelers Casualty & Surety Company of America</u>	
Policy Effective Date: <u>05/11/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Elm Grove & Woodlawn Cemeteries

Council Report for March 2019

By Nicholas Duvall

I cleaned up and put away the snow removal equipment at the cemetery for the season. I hauled and spread rock on several roads in Elm Grove that were very soft. I had to keep 2 of the roads closed until they dried up, because they were very bad shape. We got them back open and more gravel on those trouble spots the first week of April. I was gone the first week of March to take care of my son, Pierce, after he had his tonsils out, and tubes put in his ears. I had several family requests for maps of remaining cemetery plots, and marked out several foundations for new monuments. I also spend most of the last 2 weeks working on spring cemetery cleanup, which resulted in picking up about 30 bags of decorations and trash, thus filling the dumpster 6 times. I also hauled dirt to settled graves that were dry enough to get to.

We have had 7 funerals at Elm Grove this month, 16 for the year so far. In April, I plan to continue with funeral services, spread gravel on cemetery roads that need it, finish getting cemetery ready for spring, settle and seed winter graves, cleanup tree branches from winter weather and start mowing. We will also be working on cemetery records updating as time allows.

**WWTP report
April 16, 2019
Council meeting**

- **After hour alarm and dog call outs –**
31st dog call, Safety Center reported a dog to be picked up at 426 South 9th, 4:05 p.m. Parker
31st WWTP, high priority alarm, 5:00 p.m. Jason
31st dog call, Safety Center reported a dog to be picked up at the Safety Center, 9:10 p.m. Parker
6th dog call, Safety Center reported a dog to be picked at 929.5 W Madison, 2:09 a.m. Parker
10th WWTP, digester #1 fail to run, 12:52 a.m. Fred
10th WWTP, SBR #3 blower VFD high temp fault, 4:02 p.m. Fred & Jason
- **Dept Head meetings –** Jason attended the meeting on April 2nd in my absence. I attended the meeting on April 9th.
- **Onsite Service Solutions (OSS) –** Andy of OSS was at the WWTP on the 5th. He was able to get the rest of our Hach dissolved oxygen meters calibrated and certified for another year. He had to rebuild our effluent in-line total suspended solids meter so it could be calibrated and certified as well. During his visit he found two (2) defective key pads on the meters. He will be back in May to install the new key pads.
- **WWTP March 2019 Discharge Monitoring Report (DMR) –** Average daily flow 2.765 million gallons (mg), maximum daily flow 5.483 mg, minimum daily flow 1.651 mg. There were zero (0) violation of the WWTP's NPDES discharge permit. Total rain and melted precipitation for March 2019 1.89", 1.5" of snow (recorded at the WWTP).

CBOD5 removal 85% required	result = 98.8 %
Influent CBOD5 monthly average =	42.8 mg/L
Effluent CBOD5 monthly average =	0.5 mg/L

TSS removal 85% required	result = 96.9 %
Influent TSS monthly average =	98.3 mg/L
Effluent TSS monthly average =	3.1 mg/L

- **Dog pound report for March 2019 –** Seven (7) calls total for March 2019. One (1) call out during normal hours and six (6) call outs after hours. Five (5) dogs were returned to their owners, one (1) dog taken to Paws & More, and one (1) dog owner showed upon arrival.
- **Parkside Estates (PSE) lift station –** Alliant Energy was at the lift station on the 9th to replace the power pole. The lift station was without power for around seven (7) hours. The wet well overflow valve was opened during this time to keep the wet well from filling up and causing the upstream manhole to by-pass into the creek. Everything went well during the pole replacement and NO by-pass occurred. The lift station was powered up around 2:30 p.m. and the overflow valve was closed.
- **T & K Roofing and Sheet Metal, Inc –** Two (2) workers from T & K were here on the 8th to inspect and repair the three (3) roofs on the WWTP buildings. The workers found several areas that needed point repairs and required caulking. T & K installed the membrane roofing when the WWTP was built.
- **WWTP AC units –** One (1) of three (3) AC units was making a lot of noise. It was taken out of service until Armstrong Heating had a chance to look at it. They found it had a bad compressor that was making all the noise. A new one has been ordered and will be installed when it comes in. We had them service the other two (2) AC units while they were here.
- **SBR #3 blower VFD –** There was an alarm call on the 10th for the #3 blower. The VFD was faulted out due to overheating. Blower #3 was taken out of service until Jetco can get a new cooling fan for the VFD. They expect to be here sometime the week of April 15th to install the new fan. In the meantime the SBR

standby blower is providing air for SBR #3 basin. Around a year ago Jetco replaced the cooling fan in the SBR #4 blower VFD.

Fred E Doggett
4/11/2019 1:33 PM

MAINTENANCE & CONSTRUCTION DEPT. REPORT

3-23-19/4-5-19

STREETS: Personnel filled and seeded numerous locations of grinded stumps that were involved with the EAB project, additional locations were seeded as well where excavations took place. Personnel saw numerous locations for street replacement.

WATER DISTRIBUTION: Personnel continued installing and completed the 12 inch water main in the Wellness Park, including 5 fire hydrants and the 6 inch tie in that goes towards the future concession building. 1,900 ft this spring of 2,200 feet that included last fall's installation of the 12 inch PVC.

SEWER COLLECTION: Personnel flushed a few terminal manholes. Crews jetted a few driveway culverts.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced #115 (Replaced solenoid valve for leaking air cylinder), FD #3 (Repaired R & R rear main seal), #611 (Start front end repair by removing hubs and bearings), PD 97, PD 905 (Serviced bleed brake system and lube brake slides), PD 232, Case Backhoe (main rear cylinder), Park Dept spare truck, #104, Backhoe's Plate Tamp attachment (repair hydraulic hoses) and #119 (load test batteries).

OTHER: Personnel responded to 45 One Call Locates. Personnel hauled numerous loads of material to the material storage building.

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

Washington Volunteer Fire Department

April 3, 2019

February Fires

5 City fires	550.00
1 rural fires	200.00
0 Drill	.00
6 fires and 0 drill	750.00

Preplan of United Suppliers was held before the meeting

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved.

Treasure report was read.

Kelly Williams made a motion to pay all bills against the department seconded by Randy Tisor. passed.

Joe Redlinger is back until his surgery

Communications: Thank You from Gladys Ferguson, Thank You from Ruth Brock

Committees; Social: Snacks after the meeting

Keota fun days is June 15.

Golf; golf shed clean up April 28 at 8am.

Rescue

Old Business; Diver Opps class April 6 & 7 8 to 3.

UTV is here and slide in unit is on, trailer is on order.

County meeting was in Ainsworth.

Station update Roof is on drains are going in the floor.

Challenge Coins design is sent in.

Kewash run set up April 20. Anyone not running the PD needs help with traffic control.

New Business; Timms training April 25 at our station 6 to 10 pm.

New tanker spec sent out bids should be back around April 19.

Koch plant tour in West Chester April 10 at 9:30.

Drill dates: April 10, June 12, October 16. Hose testing September 18 at 4:30pm.

Kids fest May 17 Andy Miller and Nic Williams

Chamber Day May 31 would like a truck from 4-7pm

It was asked if we wanted to do Boot Block for MD. After discussion it was decided that we have had to many close calls before so no.

Hazmat training will be different.

New station kitchen equipment will cost around \$13,000.

Joe Redlinger Made motion for to buy 2 new grills for pancake day. 2nd by Randy Tisor. Passed
Accountability at fires. Make sure you use same door in and out or tell person you are out.

Discussion of calls;

Roll call taken meeting adjourned.

Secretary

Tom Beauchamp

Washington Park and Recreation Meeting

City Hall, Washington, Iowa

January 10, 2019 6:00 pm

Present: Gabby Canchola , Nick Pacha, Trent Stout, Shawn Loy, Don Pfeiffer and Genie Davis

Absent: None

Shawn Loy brought the meeting to order.

First topic discussed was the Ash Borr trees have almost complete. A few trees are left to be cut down and this will possibly be done in early spring.

Nick updated the group on the Wellness Park. Stated the different items that have been discussed such as what color will be used on the buildings. Also stated the water main work is continuing .

Nick and the board went over the budget and agreed on the budget for the next year. Nick will be talking to Brent Hinson on a few areas in question.

Nick explain the pool budget with the board and explained that there are areas that will need to be repaired due to the chemicals that are used over time. In a meeting with Brent Hinson Nick will discuss with him about putting money aside for repairs in the coming years.

Nick discussed with the board of buying a new mower possibly in July. The mower is in need of the most. Nick would like to purchase a 70 " deck.

Don joined the meeting after it had begun so Nick updated Don on what all the board had discussed.

The board talked about possibly planting wild flowers in the different parks. Nick stated he will check out the areas that flowers could be planted.

Nick was kind enough and brought pizza to the board meeting tonight to share with the group. Thank you Nick.

The next Board meeting will be Feb 21, 2019 at City Hall

Submitted by: Genie Davis

Washington Park and Recreation Board Meeting

2-21-19 6:00 pm

Washington City Hall, Washington Iowa

Present: Don Pfeifer, Gabby Canchola, Nick Pacha, Trent Stout, Genie Davis. *Shawn Lay*

Amy Shulty and Teri Hartsler from the YMCA

Don called the meeting to order at 6 pm.

Amy started the meeting by talking about talking to the group about the Youth sports programs. For the summer and fall programs the number was down 10 children compared to last year. Flag football is down in numbers. The subject of having a fundamental football being offered to possibly bring the numbers back up.

The pool was discussed in length. A discussion of bringing back night lessons has been discussed. The number for attendance at the pool was down last year. The revenue was down. It is not sure as to when the pool will open for sure until it is found out when school is being dismissed .

Amy discussed how the rates for swimmers have not gone up since 2016. The purposed rates will go from \$12.00 to \$15.00 for 6 people. The board will vote on this issue at the next meeting.

A motion was made to have the pool vote added to the agenda for increase of rates. Shawn mi=motion carried and Gabby second the motion. All ayes. No nyes. The board then voted on the purposed rate increase and it was voted down. Possibly a rate increase after this season and then talk again about it again in 2020.

Nick informed the board that the council accepted the bids for tree removal. All trees are down except 2. One tree is at the area by the pool and one in Central Park.

Wellness Park. The board learned that a discussion of how many ball fields there would be. A question came up as to why the ball fields would be lite up but not the soccer fields. The question has not been answered yet.

Nick informed the board about the decrease in cost of the new LED bulbs being used around the square during the holidays.

The board decided to have the next meeting on the 5th of March. This is considered a special meeting to discuss the YMCA .

Submitted by :

Genie Davis

Washington Park and Recreation Board Meeting

3-5-19 6 pm

Washington City Hall, Washington Iowa

Present: Don Pfeiffer, Trent Stout, Nick Pacha, Shawn Loy and Genie Davis

Absent: Gabby Conchola

Guest: Amy Shulty

The meeting began with discussing the rates for the pool this year. It was spoke of that nonresident have a higher rate than anyone else. Shawn stated she did not think this was a good idea.

The rates were to be discussed more at a later time. Amy spoke of the government of the pool as to who was in charge of the pool and told the board that Park Board has not had any management of the pool and it is stated in the documentation of 2014 with the city of Washington that the Board does not have any management to the pool. It was stated that this document possible need to be updated. The board supports the YMCA as of this meeting that the YMCA has management of the pool and any increased of the rates for admission. Board members were in agreement that the management agreement needs to be updated.

Amy then told the board of the opening date that the pool will be opening this year. It is May 28, 2019. And closing will be Aug 24, 2019. Paws and More dog Paddle is scheduled for Aug 25, 2019.

After the discussion of the pool issues and Amy left the board talked about the Park Regulations. Don had questions about #2 , # 3 and #4 of the section 4808. Don spoke of the trash cans that are being used for personal use and not just from people who use the park. Also spoke of people who use a metal detector and dig up areas to find coins or whatever. There are areas that are left a mess and not put back the way it was before digging. This has been seen in Central Park. The subject of fireworks being used in city parks need to be also added to the Park Regulations.

The subject of no smoking in any of the parks will be discussed at the next meeting.

Nick spoke to the board about how the police have to tell people to leave the parks at closing time. At this time there are no signs stating when the park opens and closes. Nick will be working on this matter.

The board then discussed the next date for the board meeting. The next meeting is scheduled for April 11, 2019 at 6 pm. At City Hall.

Submitted by: Genie Davis

Contractor's Application for Payment No.

17

Application Period: 3/1/2019 - 3/31/19	Application Date: 3/22/2019
To (Owner): City of Washington	From (Contractor): Tricon Construction
Project: Water Treatment Plant Improvements, City of Washington, Washington, Iowa	Via (Engineer): Fox Engineering Inc, 414 South 17th Street, Ste107, Ames, IA 50010
Owner's Contract No.:	Contractor's Project No.: 17-011-IA
	Engineer's Project No.: 2489-11A

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$	\$4,943,000.00
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 ± 2)	\$	\$4,943,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	\$4,927,008.49
5. RETAINAGE:		
a. 5% X \$4,927,008.49 Work Completed	\$	\$246,350.42
b. 5% X Stored Material	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	\$246,350.42
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$	\$4,680,658.07
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$4,671,527.75
8. AMOUNT DUE THIS APPLICATION	\$	\$9,130.32
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$	\$262,341.93

Contractor's Certification

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

Contractor Signature

By: Mary K Stone Date: 3-22-19

Payment of: \$ \$9,130.32
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Matthew J. Hawes 3/1/2019
 (Engineer) (Date)

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

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

Approved by: _____ (Date)

Funding or Financing Entity (if applicable) _____ (Date)

WATER PLANT WATER UTILITY

ALVAREZ, SUSAN	DEPOSIT REFUND	90.31
ANDING, KELSEY	DEPOSIT REFUND	123.17
DUSTERHOFT, BRIANNA	DEPOSIT REFUND	121.10
JONES, ASHLEY	DEPOSIT REFUND	96.35
KNIGHT, TERRY	DEPOSIT REFUND	37.01
MEEK, ROGER & JEAN	DEPOSIT REFUND	104.75
RYAN, TANAeya N.	DEPOSIT REFUND	73.73
TERRONES, SILVA & SE	DEPOSIT REFUND	67.77
WESTAWAY, LACEY	DEPOSIT REFUND	90.24
	TOTAL:	804.43

POLICE

ARNOLD MOTOR SUPPLY	PARTS	399.96
COBB OIL CO, INC	FUEL	1934.72
WASH CO AUDITOR	APRIL COMMUNICATIONS	21400.25
JOHN DEERE FINANCIAL	DOG FOOD	21.99
QUILL	OFFICE SUPPLIES	97.05
KCTC	PHONE & INTERNET	448.79
GREINER DISCOUNT TIRES	TIRE REPAIR	20.50
BARRON MOTOR SUPPLY	PARTS	27.29
KCII	EMPLOYMENT ADS	181.92
CINTAS CORP LOC .342	RUG SERVICE	35.79
VERIZON WIRELESS	WIRELESS SERVICE	1369.76
MARCO, INC.	MARCO, INC.	327.91
CAPPER CHRYSLER DODGE JEEP RAM	PARTS	268.20
WASHINGTON EVENING JOURNAL	SUBSCRIPTION	142.50
UPS	SHIPPING CHARGES	40.26
BDH TECHNOLOGY	TECH SUPPORT	718.40
REHBERG, MARK	REIMBURSEMENT	301.72
ROHLOFF, MARK	REIMBURSEMENT	278.00
APPLEWOOD BISTRO	CHIEF SEARCH/INTERVIEW	300.00
	TOTAL:	28315.01

FIRE

ACE-N-MORE	SUPPLIES	39.15
ALLIANT ENERGY	ALLIANT ENERGY	322.25
ARNOLD MOTOR SUPPLY	OIL & FUEL FILTERS	56.39
BUSINESS RADIO SALES INC	RADIO MAINTENANCE & AN	93.53
COBB OIL CO, INC	FUEL	171.67
FIRE SERVICE TRAINING BUREAU	TRAINING-JOSHUA LAWS	100.00
KCTC	PHONE & INTERNET	103.52
MINCER FORD	PART	25.35
SITLER'S ELECTRIC	SUPPLIES	61.91
TOYNE INC	PART	62.81
TRUCK COUNTRY OF IOWA	GOVERNOR	48.97
VERIZON WIRELES	WIRELESS SERVICE	184.38
WASHBURN	REPAIR PARTS OF WASHER	767.13
	TOTAL:	2037.06

ANIMAL CONTROL

	JOHN DEERE FINANCIAL	DOG FOOD	33.98
		TOTAL:	33.98
DEVELOPMENT SERVICES			
	COBB OIL CO, INC	FUEL	95.09
	HAWKEYE FIRE & SAFETY	SAFETY SUPPLIES	111.60
	INTERNATIONAL CODE COUNCIL INC	CODE BOOK	59.00
	MARK'S SANITATION	TRASH ABATEMENT-714 E	70.00
	VERIZON WIRELESS	WIRELESS SERVICE	250.34
	WMPF GROUP LLC	LEGAL ADVERTISING	14.84
		TOTAL:	600.87
LIBRARY			
	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
	ALLIANT ENERGY	ALLIANT ENERGY	1237.54
	BAKER & TAYLOR	LIBRARY MATERIALS/BOOK	1425.50
	CINTAS CORP LOC .342	RUG SERVICE	62.19
	COOK, KAYLA	MILEAGE REIMBURSEMENT	40.60
	EBERT SUPPLY CO	JANITORIAL SUPPLIES	136.13
	GALE/CENGAGE LEARNING	LIBRARY MATERIALS	106.09
	STAPLES BUSINESS ADVANTAGE	SUPPLIES, INK CARTRIDG	775.05
		TOTAL:	3827.10
PARKS			
	ACTION SERVICES INC	PORTABLE TOILETS	665.00
	ALLIANT ENERGY	ALLIANT ENERGY	1933.97
	COBB OIL CO, INC	FUEL	54.72
	KCTC	PHONE & INTERNET	120.78
	LOWRY EQUIPMENT	KUBOTA REPAIR	22.76
	SITLER'S SUPPLIES INC	BULB TUBES & LIGHTING	322.00
	STOUT SEED SALES	SEED GRASS	565.25
		TOTAL:	3684.48
POOL			
	ALLIANT ENERGY	ALLIANT ENERGY	201.41
	IN THE SWIM	POOL CHAIRS	1894.95
		TOTAL:	2096.36
CEMETERY			
	ACE-N-MORE	MOUSE BAIT	48.98
	ARNOLD MOTOR SUPPLY	PARTS	75.91
	JOHN DEERE FINANCIAL	TRACTOR PARTS	129.64
	KCTC	PHONE & INTERNET	153.62
	LENGACHERS SMALL ENGINE SALES	MOWER PARTS	148.50
	WMPF GROUP LLC	EMPLOYMENT ADVERTISING	59.95
		TOTAL:	616.60
FINANCIAL ADMIN			
	ALLIANT ENERGY	ALLIANT ENERGY	38.74
	CINTAS CORP LOC .342	RUG & TOWEL SERVICE	166.24
	DON MARIE ELECTRIC	REPAIR CALL	30.00
	FAREWAY STORES	SUPPLIES	77.28
	IMPRESSIONS COMPUTERS INC	COMPUTER MAINTENANCE	206.25
	KCTC	PHONE & INTERNET	734.38
	LEET'S REFRIGERATION	ICE MACHINE REPAIR	54.00
	PIP PRINTING	ENVELOPES	665.24
	QUILL	OFFICE SUPPLIES	49.99

VERIZON WIRELESS	WIRELESS SERVICE	62.25
WASH COUNTY MINIBUS	LOST- APRIL	15823.23
WMPF GROUP LLC	SHOP LOCAL ADVERTISING	851.75
	TOTAL:	18759.35

AIRPORT

ACE-N-MORE	SUPPLIES	27.15
ALLIANT ENERGY	ALLIANT ENERGY	833.12
CLOUDBURST 9	INTERNET	72.09
JAMIESON, JEAN	CLEANING	245.00
ROE, MIKE	REIMBURSEMENT	150.00
VERIZON WIRELES	WIRELESS SERVICE	52.25
VETTER'S INC-CULLIGAN WATER	WATER SERVICE	32.92
WMPF GROUP LLC	LEGAL ADVERTISING	22.51
	TOTAL:	1459.68

ROAD USE

AGRILAND FS, INC	CHEMICALS	336.00
ALTORFER	PARTS	640.54
ARNOLD MOTOR SPPLY	PARTS	1419.34
BARRON MOTOR SUPPLY	PARTS	-190.85
CENTRAL IOWA DISTRIBUTING	CLEANING SUPPLIES	220.20
CENTRE STATE INTERNATIONAL	PARTS	13.56
CHEMSEARCH	FUEL ADDITIVES	495.00
COBB OIL CO, INC	FUEL	845.35
DOUDS STONE LLC	ROADSTONE	2815.52
DULTMEIER SALES	CALCIUM PUMP	127.65
HENDERSON PRODUCTS, INC	PARTS	514.49
HI-LINE INC	TOOLS	166.66
HIWAY SERVICE CENTER	PARTS	28.97
LAWSON PRODUCTS INC	PARTS	445.69
MARTIN EQUIPMENT PF IA-IL	PARTS/LATCH	337.84
MID-AM RES. CHEMICAL CORP	WEED KILLER	235.38
MIDWEST WHEEL	ROAD CHAINS/PARTS	389.24
THOMPSON TRUCK AND TRAILER INC	SUPPLIES	104.93
TIFCO INDUSTRIES	SUPPLIES	347.45
U I OCCUPATIONAL HEALTH	POST ACCIDENT SCREENIN	22.00
UNITY POINT CLINIC-OCCUPATIONAL MED.	PROFESSIONAL SERVICES	42.00
WASHINGTON RENTAL	FUEL FILLER	28.98
	TOTAL:	9385.94

STREET LIGHTING

ALLIANT ENERGY	ALLIANT ENERGY	20222.41
	TOTAL:	20222.41

CAPITAL PROJECTS

WMPF GROUP LLC	LEGAL ADVERTISING	273.24
BOLTON & MENK, INC.	TAXIWAY	112.60
	TOTAL:	385.84

LIBRARY GIFT FUND

WASHINGTON HIGHSCHOOL	YEARBOOK AD- LIBRARY	85.00
RAY, CAROL	PROGRAMMING	40.00
BAKER & TAYLOR	LIBRARY MATERIALS/BOOK	337.39
I TECH TECHNOLOGY EXPERTS	PRINTER & COMPUTER SETUP	315.00
ERDMANN, ROB	LIBRARY PROGRAMMING	325.00

		TOTAL:	1102.39
WATER PLANT			
	ACE-N-MORE	TOOLS & SUPPLIES	304.55
	ALLIANT ENERGY	ALLIANT ENERGY	39908.29
	COBB OIL CO, INC	FUEL	195.30
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	364.00
	KCTC	PHONE & INTERNET	160.62
	TOTAL FILTRATION SYSTEM	FILTERS & SUPPLIS	1156.71
	VERIZON WIRELESS	WIRELESS SERVICE	52.25
	WATER SOLUTIONS UNLIMITED	CHEMICALS	6793.56
		TOTAL:	48935.28
WATER DISTRIBUTION			
	ACE ELECTRIC. INC	GENERATOR REPAIR	3269.75
	ACE-N-MORE	MARKING PAINT/SUPPLIES	156.69
	ALLIANT ENERGY	ALLIANT ENERGY	74.10
	ARNOLD MOTOR SUPPLY	PARTS	579.60
	BARRON MOTOR SUPPLY	PARTS	29.85
	CENTRE STATE INTERNATIONAL	PARTS	83.88
	CHEMSEARCH	HORNET KILLER & SUPPLIES	582.10
	COBB OIL CO, INC	FUEL	191.60
	GILLUND ENTERPRISES	FUEL INJECTION CLEANER	121.40
	GREINER DISCOUNT TIRES	TIRES	598.95
	HAWKEYE FIRE & SAFETY	SAFETY SUPPLIES	243.00
	HIWAY SERVICE CENTER	PARTS	36.65
	IOWA ONE CALL	SERVICE	45.00
	JOHN DEERE FINANCIAL	AIR HOSE RECOIL	10.99
	PRODUCTIVITY PLUS	PLOW BOLT KIT	192.31
	SCHIMBERG CO.	CLAMPS AND LIDS	1716.41
	THOMPSON TRUCK AND TRAILER INC	PART AND SUPPLIES	764.30
	VERIZON WIRELESS	WIRELESS SERVICE	129.49
		TOTAL:	8826.07
SEWER PLANT			
	ACE-N-MORE	SUPPLIES	6.96
	ALLIANT ENERGY	ALLIANT ENERGY	11649.54
	ATCO INTERNATIONAL	PLANT CHEMICALS	410.00
	CENTRAL IOWA DISTRIBUTING	MOP	36.00
	COBB OIL CO, INC	FUEL	319.16
	HAWKEYE FIRE & SAFETY	SAFETY SUPPLIES	99.00
	JOHN DEERE FINANCIAL	BATTERY ADAPTER KIT	119.99
	ONSITE SERVICES SOLUTIONS LLC	ANNUAL CALIBRATION- ME	3225.00
	UNITED LABORATORIES	LIFT STATION DEGREASER	305.70
	USA BLUEBOOK	LAB SUPPLIES	621.77
	VERIZON WIRELESS	WIRELESS SERVICE	183.84
		TOTAL:	16976.96
SEWER COLLECTION			
	ACE-N-MORE	FLASHLIGHT/LOCATER BATTERIES	75.56
	ALLIANT ENERGY	ALLIANT ENERGY	3356.67
	ARNOLD MOTOR SUPPLY	PARTS	430.96
	BARRON MOTOR SUPPLY	PARTS	598.00
	CHEMSEARCH	SUPPLIES	176.51
	COBB OIL CO, INC	FUEL	605.11

G & R MILLER CONSTRUCTION
GREINER DISCOUNT TIRES
IDEAL READY MIX
JOHN DEERE FINANCIAL
UNITED LABORATORIES
VERIZON WIRELESS
WELLINGTON, EAR

COUPLERS 8.00
TIRES 315.80
CONCRETE 387.00
BOOM HOSES 536.67
LIFT STATION DEGREASER 305.70
WIRELESS SERVICE 126.32
UNDER HOOD CREEPER & TOOLS 398.45
TOTAL: 7320.75

SANITATION

WEMIGA WASTE INC

MARCH SERVICE 3500.00
TOTAL: 3500.00

GRAND TOTAL: 178890.56



212 North Iowa Ave.

Washington, Iowa 52353

April 11, 2019

Dear Officials – City Of Washington

I am requesting permission to close the north bound lane and center parking of Iowa Ave. in front of Mills Seed Co, 212 N Iowa Ave. to provide an opportunity for a local couple to host a "block party". The request is to close the avenue from 7:00 am until 5:00 pm on Saturday, June 8, 2019.

They are utilizing the facility for a wedding celebration during the day on Saturday and wish to have an area so that family members (coming from Washington, Wellman, Kalona, Denver and Des Moines) can set up tents and picnic tables, and serve food outside that day. The couple plans to partner with the grocery next door in some way to provide cake or food, and all other businesses in the area are not normally open on that Saturday.

Mills Seed Co. has, in the past, requested similar permission, and the event went very well. We will provide a site drawing if necessary.

Thank you for your consideration.

Terry K. Philips

Manager

Mills Seed LLC

Illa Earnest

From: nswood
Sent: Friday, April 12, 2019 11:58 AM
To: iearnest@washingtontiowa.gov
Subject: Fw: Alive After 5 Event Requests
Attachments: AA5FinalPoster.pdf

here is the memo again, thanks

From: nswood
Sent: Tuesday, March 19, 2019 1:17 PM
To: iearnest@washingtontiowa.gov
Subject: Alive After 5 Event Requests

City Council,

Farm & Home Mutual is celebrating our 145th Year Anniversary as the oldest continuous business on April 25, 2019. The celebration will be an Alive After 5 event featuring Flamin' Flip's BBQ Pit and we are requesting permission to block off the alley behind our building at 102 South Iowa Avenue from 4pm - 8pm for this celebration. This would require closing the entrance to the alley on Main Street and Washington Street. We also request permission to serve wine and beer at the event. I have attached the event poster.

Thank you for your consideration of our request.

Suzanne Wood
Mutual Manager / Claims Adjuster
319.591.1585

This e-mail, including attachments, is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is confidential, and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender if you received this message in error, and then please delete it. Thank You.

alive!
after five

FARM & HOME MUTUAL
IS CELEBRATING...

145th YEAR ANNIVERSARY

EST. 1874 - THE OLDEST CONTINUOUS BUSINESS IN WASHINGTON

APRIL 25TH 5-7PM
FOOD & DRINKS

FLAMIN' FLIPS BBQ PIT
FOOD TRUCK

ON THE SQUARE
102 SOUTH IOWA AVENUE



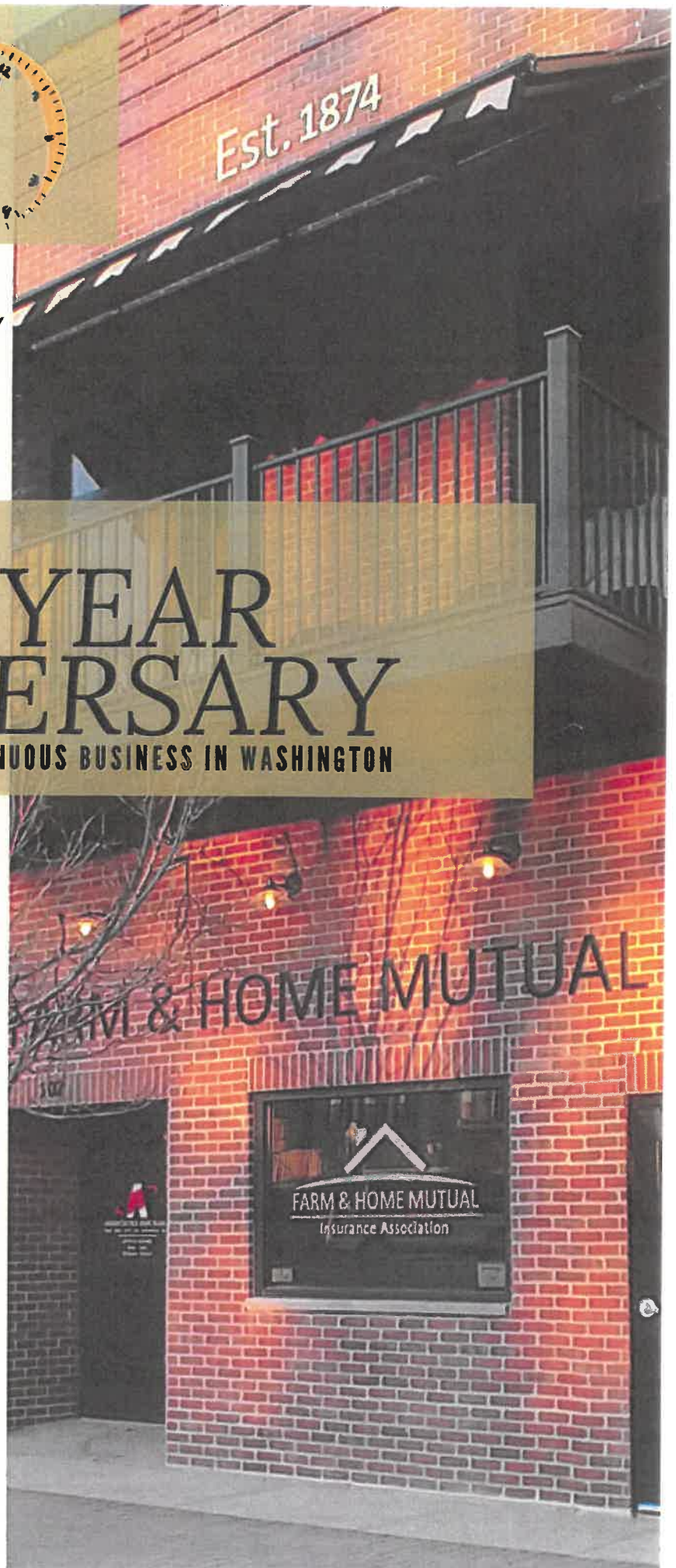
FARM & HOME MUTUAL

www.fhmutual.com

319.653.2491



Washington
CHAMBER
of Commerce



**2019
Chamber Board**



Michelle Redlinger
Executive Director

Erin Drahota
President

United Presbyterian
Home

Adam McLaughlin
Vice President
Iowa Wesleyan
University

Matthew Brown
Treasurer
CBI Bank & Trust

Alisha Davis
Secretary
Washington Chamber of
Commerce

Patty Elliott
Elliott Realty Group

Erik Buchholz
Washington High School

Phil Minino
Bazooka Farmstar

Diane Gallagher
Gallagher Farms

Makyla Maize
Washington County
Hospital

Jaron Rosien
Past President
JP's 207
Mayor

David Collins
WEDG
Ex-Officio

Sarah Grunewaldt
Main Street
Ex-Officio

205 West Main Street • Washington, IA 52353 • www.chamber.washingtoniowa.org

January 23, 2019

Washington City Council,

Thank you for your support of the Chamber's LED Lighting Decoration grant. We have enjoyed improving the holiday decorations in Washington's downtown and have received many compliments on the brighter bulbs and improved areas.

The Washington Chamber of Commerce is grateful for your assistance and we are sure you will appreciate the opportunity to save utility costs in the coming years.

Below is a summary of the costs incurred in the project in 2018 and a map of the current expansion is attached (lights were added to the Washington Evening Journal, Jones & Eden Funeral Home, Greiner Building and Bryson Block Building).

We would like to continue this great project and expand the lights to the buildings that are part of the downtown super square so that all businesses can feature holiday lights in 2019. We would like to request that the City partners with the Chamber and Washington Betterment Foundation so that we all contribute 1/3 of upcoming project costs, up to a grand total of \$12,000 or \$4,000 per entity. The partnership from the Chamber and Betterment Foundation have both been approved.

The future expansion will be managed by the Washington Chamber of Commerce and will be completed by Thanksgiving of 2019. The map that's attached highlights some of the properties we have identified, but is not exclusive.

We hope you enjoy Washington's holiday cheer and will commit to a further expansion in 2019.

Sincerely,
Michelle Redlinger & the Washington Board of Directors

Sitler's LED lights	\$4,933.50
Miscellaneous Supplies	\$73.03
Lighting Wire and new sockets	\$873.90
Labor	\$2,715
Lift Rental \$125 per day	\$0 provided in-kind from Greiner Buildings
Total	\$8,595.43

2018 Contributions

City of Washington	-\$1,000
Washington Country Riverboat	-\$4,655
Washington Chamber of Commerce	-\$2,940.43

2019 Anticipated Contributions

(Maximum amount, exact bills will be completed by Thanksgiving, 2019)

City of Washington	\$4,000
Washington Betterment Foundation	\$4,000 (confirmed)
Washington Chamber of Commerce	\$4,000 (confirmed)
Greiner Buildings	in-kind use of Lift (confirmed)

O (319) 653-3272 • F (888) 833-3529 • michelle@washingtoniowa.org



**2019
Chamber Board**

Michelle Redlinger
Executive Director

Erin Drahota
President

United Presbyterian
Home

Adam McLaughlin
Vice President

Iowa Wesleyan
University

Matthew Brown
Treasurer

CBI Bank & Trust

Alisha Davis
Secretary

Washington Chamber of
Commerce

Patty Elliott

Elliott Realty Group

Erik Buchholz

Washington High School

Phil Minino

Bazooka Farmstar

Diane Gallagher

Gallagher Farms

Makyla Maize

Washington County
Hospital

Jaron Rosien

Past President

JP's 207

Mayor

David Collins

WEDG

Ex-Officio

Sarah Grunewaldt

Main Street

Ex-Officio

205 West Main Street • Washington, IA 52353 • www.chamber.washingtoniowa.org

January 23, 2019

Washington City Council,

Thank you for your support of the Chamber's LED Lighting Decoration grant. We have enjoyed improving the holiday decorations in Washington's downtown and have received many compliments on the brighter bulbs and improved areas.

The Washington Chamber of Commerce is grateful for your assistance and we are sure you will appreciate the opportunity to save utility costs in the coming years.

Below is a summary of the costs incurred in the project in 2018 and a map of the current expansion is attached (lights were added to the Washington Evening Journal, Jones & Eden Funeral Home, Greiner Building and Bryson Block Building).

We would like to continue this great project and expand the lights to the buildings that are part of the downtown super square so that all businesses can feature holiday lights in 2019. We would like to request that the City partners with the Chamber and Washington Betterment Foundation so that we all contribute 1/3 of upcoming project costs, up to a grand total of \$12,000 or \$4,000 per entity. The partnership from the Chamber and Betterment Foundation have both been approved.

The future expansion will be managed by the Washington Chamber of Commerce and will be completed by Thanksgiving of 2019. The map that's attached highlights some of the properties we have identified, but is not exclusive.

We hope you enjoy Washington's holiday cheer and will commit to a further expansion in 2019.

Sincerely,
Michelle Redlinger & the Washington Board of Directors

Sitler's LED lights	\$4,933.50
Miscellaneous Supplies	\$73.03
Lighting Wire and new sockets	\$873.90
Labor	\$2,715
Lift Rental \$125 per day	\$0 provided in-kind from Greiner Buildings
Total	\$8,595.43

2018 Contributions

City of Washington	-\$1,000
Washington Country Riverboat	-\$4,655
Washington Chamber of Commerce	-\$2,940.43

2019 Anticipated Contributions

(Maximum amount, exact bills will be completed by Thanksgiving, 2019)

City of Washington	\$4,000
Washington Betterment Foundation	\$4,000 (confirmed)
Washington Chamber of Commerce	\$4,000 (confirmed)
Greiner Buildings	in-kind use of Lift (confirmed)

O (319) 653-3272 • F (888) 833-3529 • michelle@washingtoniowa.org



2019 Board of Directors

Brent Kromrie, President
Tim Elliott, Vice President
Elaine Moore, Treasurer
Jordan Hill, Secretary
Jamie Collier

Ex-Officio

Michelle Redlinger
Stan Stoops
Brent Hinson
David Collins

What we do in a nutshell?

- Historic Preservation
- Economic Development
- Business Support
- Downtown Beautification
- Design Assistance & Consultation
- Marketing
- Event Planning
- Community Organizing
- & so much more...

Business Visit Program

We'd love to know more about you & your business! Let's sit down & see how Main Street can benefit you.

April 10, 2019

City of Washington
City Council
215 E. Washington St.
Washington, IA 52353

Dear City Councilors;

Main Street Washington is in the planning stages for our 2nd Annual Main Street Masters Putt-Putt Golf Tournament to take place on Friday May 3rd, 2019 from 5:30-8 pm in Downtown Washington.

As we did in 2018, we have asked businesses around Washington to build a miniature golf hole and place it either in front of their business or bring it to downtown to be played by residents of Washington.

Learning from last year's event we are going to have all the golf holes around the Square on the sidewalk. None of the sidewalks will be blocked 100% and pedestrians will be able to safely pass. Cross-walk signs will be deployed, 2 at each mid-block crossing around the square to warn oncoming traffic of golfers presence.

Main Street will only be using Central Park as a place to register, have a small food stand, and playing music through the bandstand.

I touched base with Lt. Ron See about any concerns from the Police Department this afternoon. I will fill you in on any changes or concerns that the police department has at the meeting on April 16th.

Sincerely,

A handwritten signature in black ink that reads "Sarah Grunewaldt".

Sarah Grunewaldt
Executive Director

Accredited by:



Downtown Layout

Key:

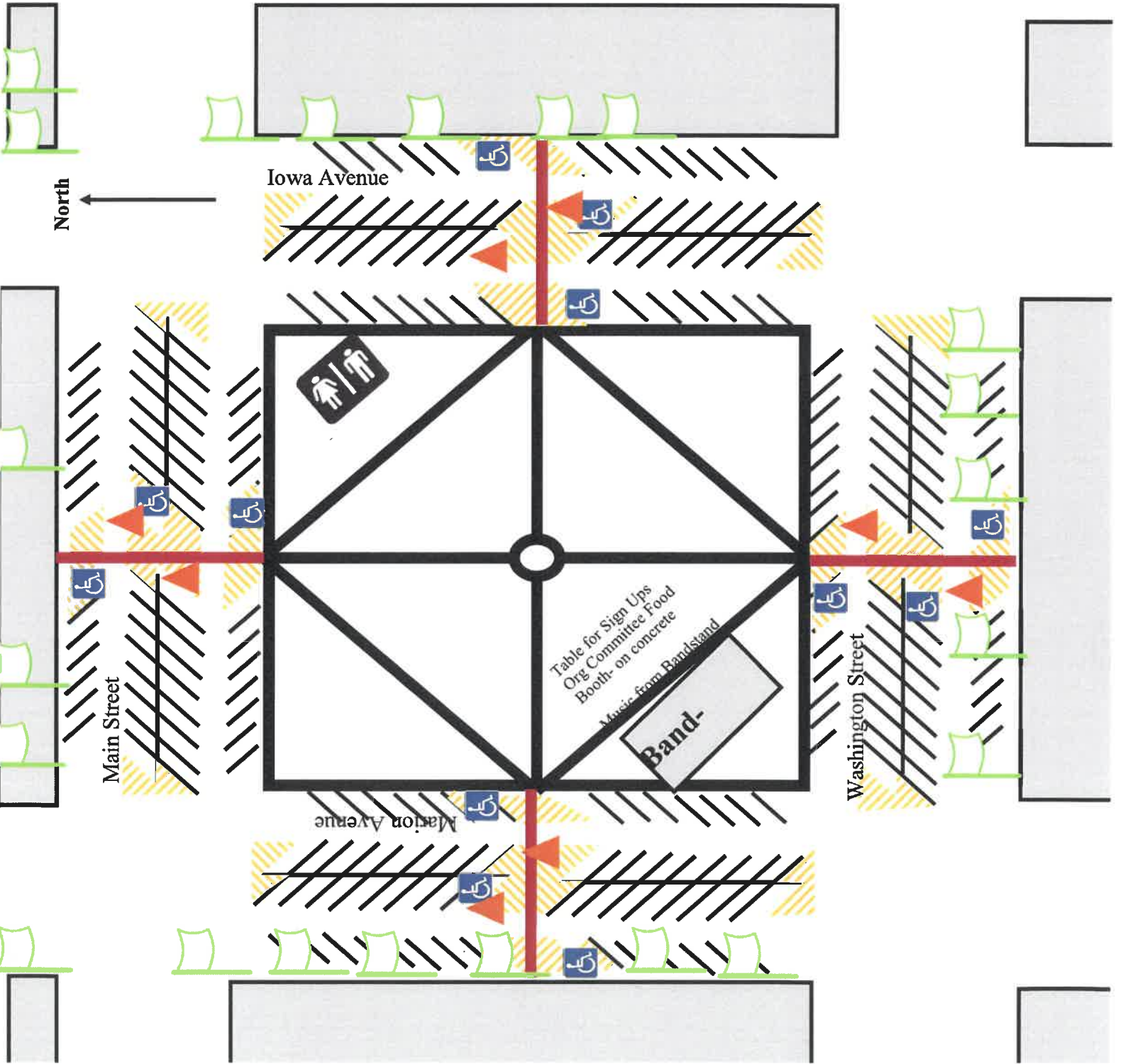


Pedestrian Crossing



Hole locations on sidewalks

North



RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MAJOR SITE PLAN FOR WASHINGTON
DEVELOPMENT GROUP, INC.**

WHEREAS, Washington Development Group, Inc. has filed a Major Site Plan for a proposed Dollar Tree Store at 305 S. Wiley Ave. as required under Chapter 164 of the Washington Code of Ordinances; and

WHEREAS, the Building Official has reviewed and recommended said revised Major Site Plan; and

WHEREAS, the Planning & Zoning Commission voted at its meeting on April 9, 2019 to recommend to the City Council the approval of said Major Site Plan with a variance to eliminate the landscaping shrub requirement and that a sidewalk be shown on the site plan.

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

Section 1. Said Major Site Plan is hereby approved by the City Council.

PASSED AND APPROVED this 16th day of April, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk



Development Services
215 E. Washington St.
Washington, IA 52353
319.653.6584 ext. 124

Memo

To: City Council
From: Steve Donnolly-Building and Zoning Official
Date: 4/12/2019
Re: Site Plan for Washington Development Group, Inc.

Issue

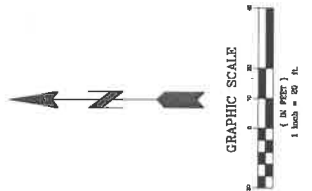
Review and consider a major site plan for the Washington Development Group, Inc. located at 305 South Wiley Ave.

Background

The Washington Development Group, Inc. is developing this parcel of ground to house a Dollar Tree Store. On Tuesday, April 9th, 2019, the City of Washington's Planning and Zoning Commission met to review and discuss the site plan.

Recommendation

The City of Washington's Planning and Zoning Commission recommends that the City of Washington's City Council approve the major site plan for Washington Development Group, Inc. with a variance that shrubs not be required and that the site plan show a sidewalk on the property.

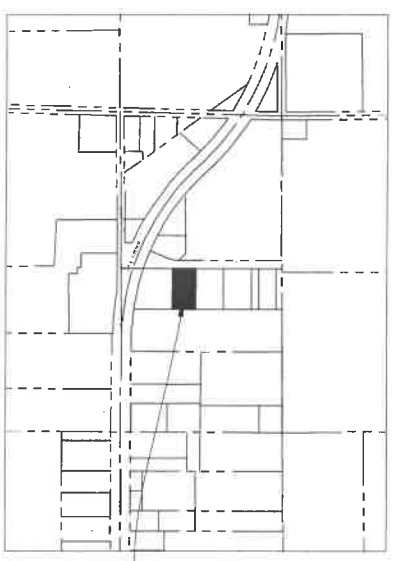


- NOTES:**
1. BASE PLAN USED IS A SURVEY PREPARED BY MMS CONSULTANTS, INC.
 2. ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHOWN WERE LOCATED BY THE SURVEYOR. CONTRACTOR SHALL CONFIRM ALL LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY COMPANIES VIA IOWA ONE CALL AT 811 OR 1-800-292-8899.
 3. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RESTRICTIVE OF THE PROJECT SPECIFICATIONS, THE STANDARD SPECIFICATIONS OF THE CITY OF WASHINGTON AND THE LATEST EDITION OF IOWA DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 4. PROPERTY ADDRESS: 305 SOUTH WILEY AVENUE.
 LEGAL: LOT 2, WILEY SUBDIVISION SECOND ADDITION
 OWNER: J. GREGORY WILEY & LORI ANN BUNNELL WILEY
 2474 HIGHWAY 92
 WASHINGTON, IOWA 52353
 APPLICANT: WASHINGTON DEVELOPMENT GROUP, INC.
 3027 AUTUMN LEAVES CIRCLE
 GREEN BAY, WI 54313
 CURRENT & PROPOSED ZONING: B-2.

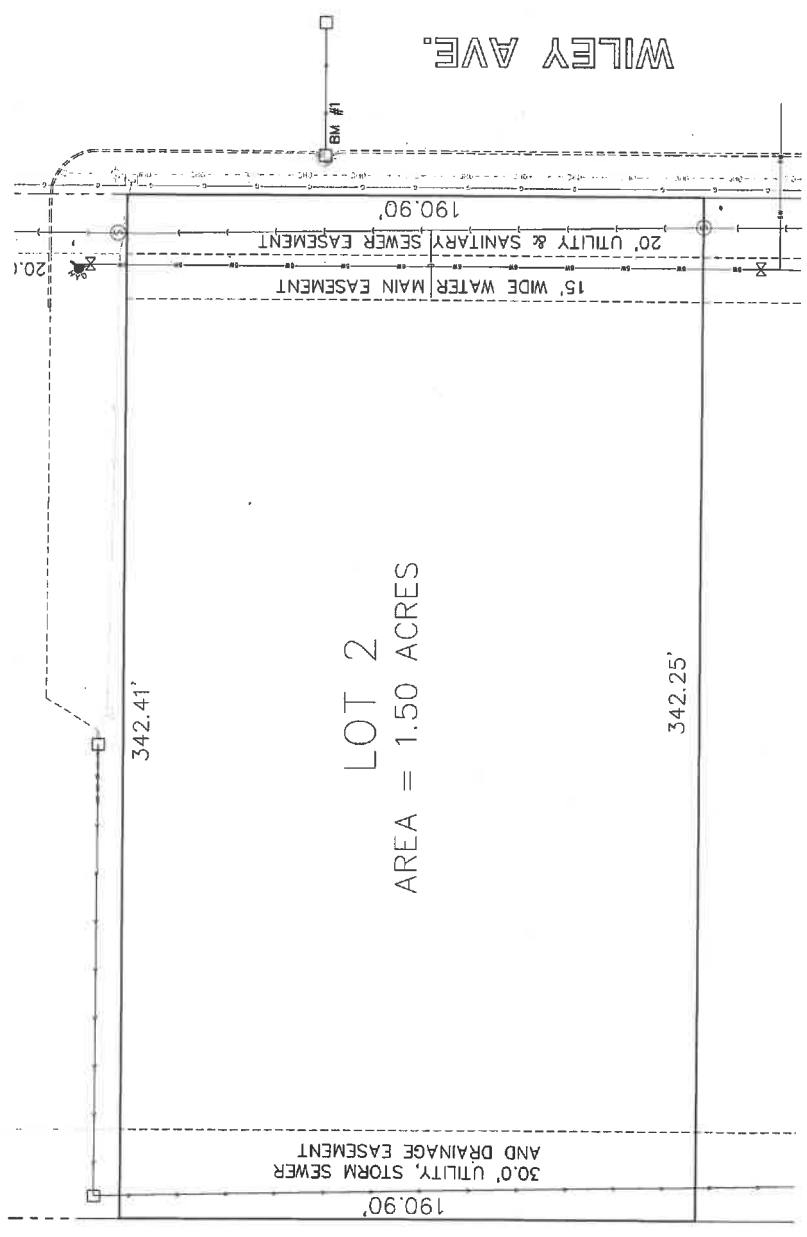
**REVIEW PLAN
 NOT FOR CONSTRUCTION**

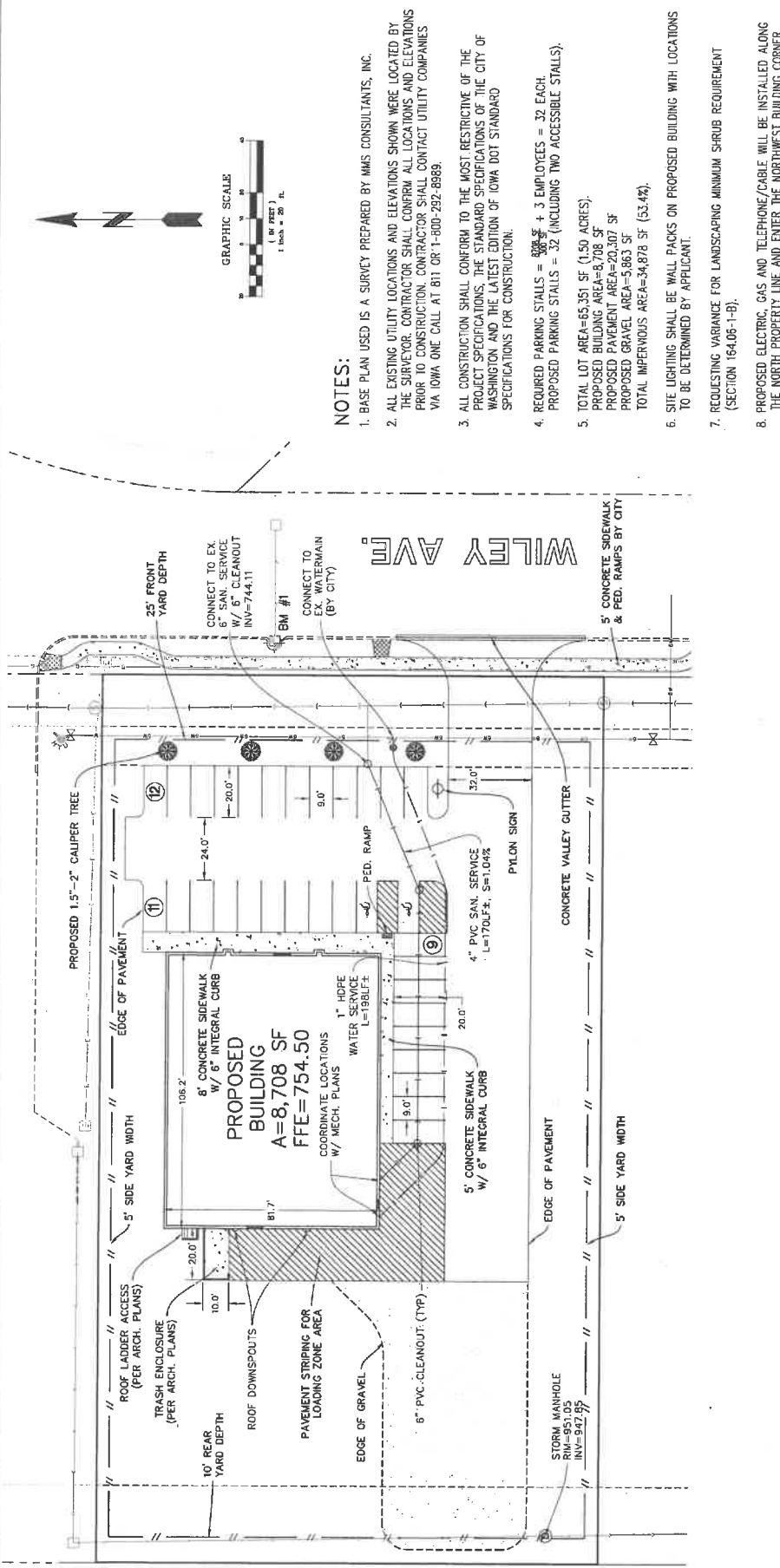
CITY REVIEW

Planning and Zoning Chairman _____ Date _____
 City of Washington Mayor _____ Date _____



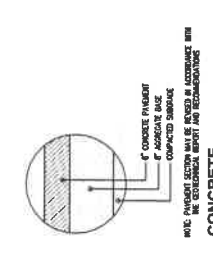
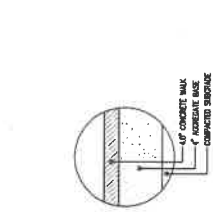
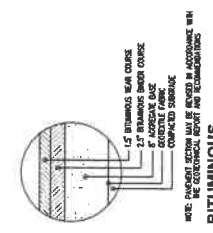
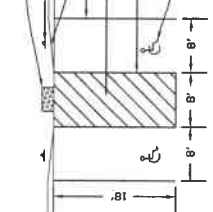
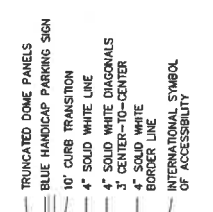
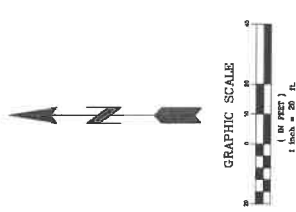
VICINITY MAP (1"=500')



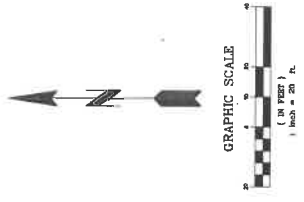


NOTES:

1. BASE PLAN USED IS A SURVEY PREPARED BY MMS CONSULTANTS, INC.
2. ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHOWN WERE LOCATED BY THE SURVEYOR. CONTRACTOR SHALL CONFIRM ALL LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY COMPANIES VIA IOWA ONE CALL AT 811 OR 1-800-292-8889.
3. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RESTRICTIVE OF THE PROJECT SPECIFICATIONS, THE STANDARD SPECIFICATIONS OF THE CITY OF WASHINGTON AND THE LATEST EDITION OF IOWA DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. REQUIRED PARKING STALLS = $8008 \text{ SF} \div 32 \text{ EMPLOYEES} = 32$ EACH. PROPOSED PARKING STALLS = 32 (INCLUDING TWO ACCESSIBLE STALLS).
5. TOTAL LOT AREA=65,351 SF (1.50 ACRES).
 PROPOSED BUILDING AREA=8,708 SF
 PROPOSED PAVEMENT AREA=20,307 SF
 PROPOSED GRAVEL AREA=5,863 SF
 TOTAL IMPERVIOUS AREA=34,878 SF (53.4%).
6. SITE LIGHTING SHALL BE WALL PACKS ON PROPOSED BUILDING WITH LOCATIONS TO BE DETERMINED BY APPLICANT.
7. REQUESTING VARIANCE FOR LANDSCAPING MINIMUM SHRUB REQUIREMENT (SECTION 164.06-1-B).
8. PROPOSED ELECTRIC, GAS AND TELEPHONE/CABLE WILL BE INSTALLED ALONG THE NORTH PROPERTY LINE AND ENTER THE NORTHWEST BUILDING CORNER.

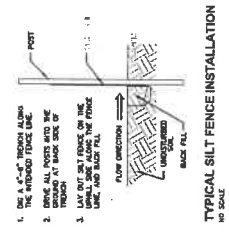
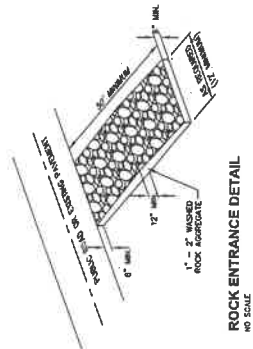
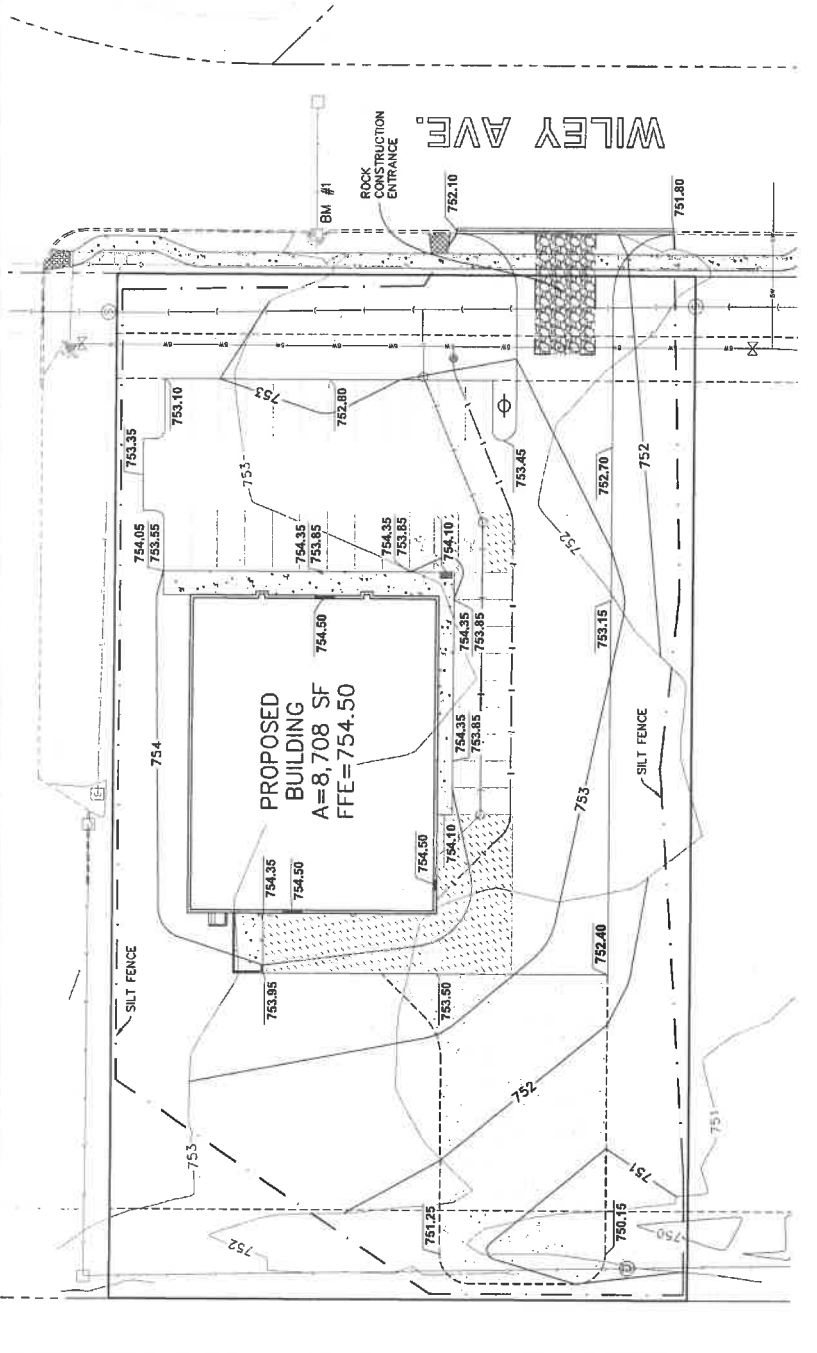


**REVIEW PLAN
 NOT FOR CONSTRUCTION**



NOTES:

1. BASE PLAN USED IS A SURVEY PREPARED BY MMS CONSULTANTS, INC.
2. ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHOWN WERE LOCATED BY THE SURVEYOR. CONTRACTOR SHALL CONFIRM ALL LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY COMPANIES VIA IOWA ONE CALL AT 811 OR 1-800-292-8869.
3. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RESTRICTIVE OF THE PROJECT SPECIFICATIONS, THE STANDARD SPECIFICATIONS OF THE CITY OF WASHINGTON AND THE LATEST EDITION OF IOWA DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 - A. THE FOLLOWING SEQUENCE SHALL BE FOLLOWED FOR THE EROSION AND SEDIMENT CONTROL DURING THE SITE DEVELOPMENT PROCESS:
 1. INSTALL SILT FENCE AND ROCK CONSTRUCTION ENTRANCE AS SHOWN ON THE PLANS.
 2. PERFORM SITE REMOVALS, GRADING, EXCAVATION AND EMBANKMENT, MULCH ALL DISTURBED AREAS OUTSIDE OF PROPOSED PAVEMENT AND BUILDING AREAS WITHIN 72 HOURS OF THIS WORK.
 3. INSTALL BUILDING, CONCRETE SIDEWALK AND PAVEMENT.
 4. BACKFILL BEHIND PAVEMENT AND RESTORE GREEN AREAS PER LANDSCAPE PLAN.
5. CONTRACTOR SHALL MAINTAIN ALL ADJACENT STREETS; KEEPING THEM CLEAN AND SWEEPED OF ALL DIRT AND DEBRIS DURING CONSTRUCTION.
6. STORMWATER MANAGEMENT FOR THIS SITE, WAS INCLUDED IN THE DESIGN OF THE EXISTING STORMWATER POND LOCATED IN OUTLOT 'A' OF THE WILLY SUBDIVISION SECOND ADDITION PLAT.
7. BENCHMARK #1 - CUT 'X' ON INTAKE, ELEV.=752.94.



REVIEW PLAN
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION

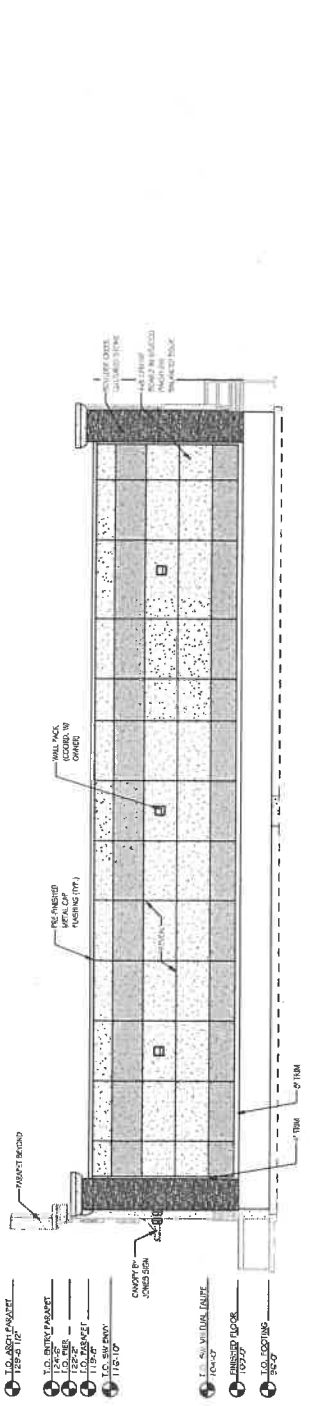
ASCH-TRENSHIER CORPORATION
Cedar corporation
 Engineers • architects • planners • environmental specialists
 land surveyors • landscape architects • interior designers
 800-472-7172
 WWW.CEDARCORP.COM

CONSULTANT

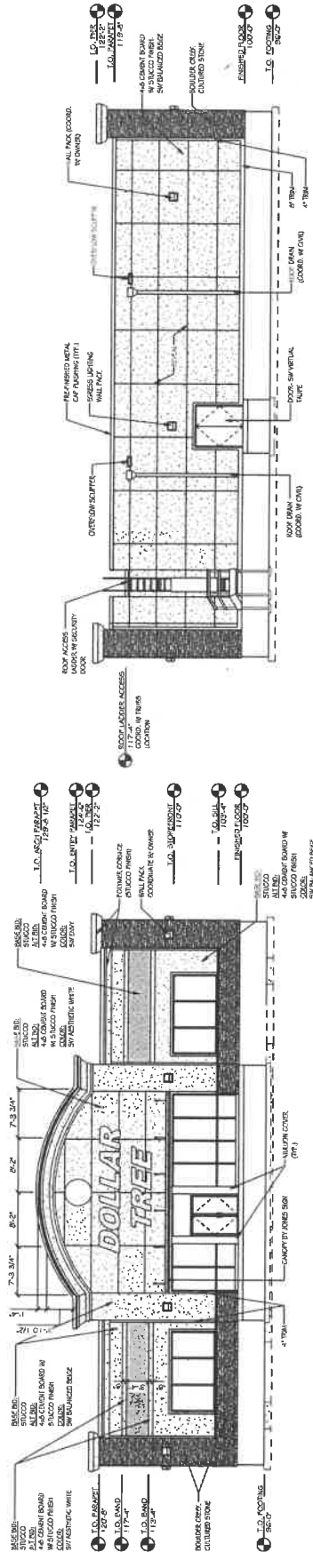
WASHINGTON DEVELOPMENT GROUP
 WASHINGTON RETAIL CENTER
 WILEY AVE
 WASHINGTON, VA 22353

JOB NO. U4207-074
 DRAWN BY CHAZZED BY
 DATE 01/18/11
 PROJECT NO. CAS
 DATE MARCH 20 11
 SET NO. 1
 PRELIMINARY

BUILDING ELEVATIONS
 SHEET NO. A401

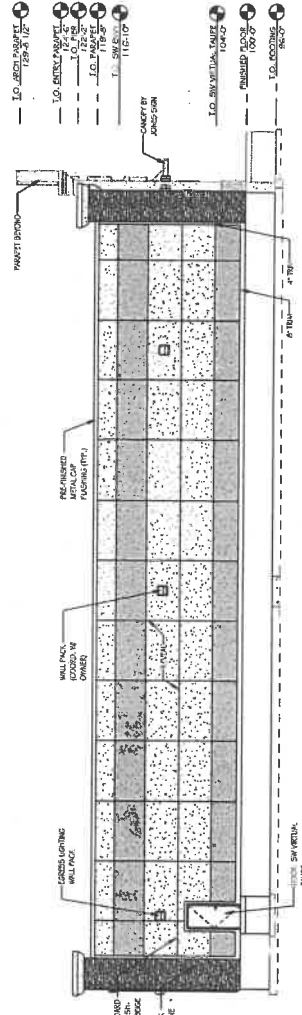


1 NORTH ELEVATION
 1/8" = 1'-0"



2 EAST ELEVATION
 1/8" = 1'-0"

3 WEST ELEVATION
 1/8" = 1'-0"



4 SOUTH ELEVATION
 1/8" = 1'-0"



RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MAJOR SITE PLAN FOR WASHINGTON
COUNTY**

WHEREAS, Washington County has filed a Major Site Plan for a proposed Communications and Emergency Operations Center located at 2183 Lexington Blvd. as required under Chapter 164 of the Washington Code of Ordinances; and

WHEREAS, the Building Official has reviewed and recommended said revised Major Site Plan; and

WHEREAS, the Planning & Zoning Commission voted at its meeting on April 9, 2019 to recommend to the City Council the approval of said Major Site Plan as presented.

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

Section 1. Said Major Site Plan is hereby approved by the City Council.

PASSED AND APPROVED this 16th day of April, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk



Development Services
215 E. Washington St.
Washington, IA 52353
319.653.6584 ext. 124

Memo

To: City Council
From: Steve Donnolly-Building and Zoning Official
Date: 4/12/2019
Re: Site Plan for Washington County

Issue

Review and consider a major site plan for Washington County located at 2183 Lexington Blvd.

Background

Washington County is developing land at the County complex located on Lexington Blvd. They are building a Communications and Emergency Operations Center. On Tuesday, April 9th, 2019, the City of Washington's Planning and Zoning Commission met to review and discuss the major site plan.

Recommendation

The City of Washington's Planning and Zoning Commission recommends that the City of Washington's City Council approve the major site plan as presented for the Washington County Communications and Emergency Operations Center.

ARCHITECT OF RECORD
 Neumann Monson Architects
 221 Exchange Street, Suite 202
 Washington, IA 52584
 515.263.7878

CONSULTANTS
 MMS CONSULTANTS, INC.
 1915 S. GILBERT STREET
 BOVA CITY, IA 52626

OWNER
 Washington County Iowa
 211 W. MAIN STREET
 WASHINGTON, IA 52584

GENERAL CONTRACTOR
 CHRYSLER GROUP LLC
 1400 W. MAIN STREET
 WASHINGTON, IA 52584

DATE
 11/19/2020

PROJECT NAME
 WASHINGTON COUNTY COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER

OWNER
 Washington County Iowa
 211 W. MAIN STREET
 WASHINGTON, IA 52584

PROJECT NO.
 1620

DATE
 11/19/2020

STATUS
 PRELIMINARY
 NOT FOR CONSTRUCTION

STANDARD LEGEND AND NOTES

EXISTING CONC. PAVEMENT OF DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS
EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS
EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS
EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED

DATE: 11/19/2020
BY: [Signature]
TITLE: ARCHITECT

PAVEMENT LEGEND

EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS
EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS
EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS
EXISTING CONC. DRIVEWAYS AND SIDEWALKS	EXISTING CONC. DRIVEWAYS AND SIDEWALKS

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED

DATE: 11/19/2020
BY: [Signature]
TITLE: ARCHITECT

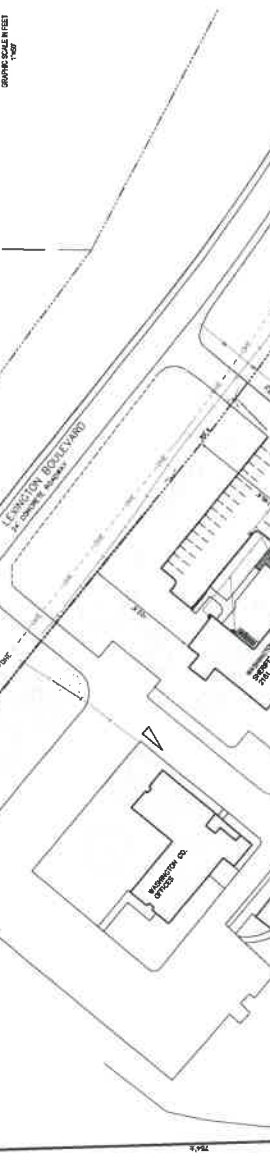
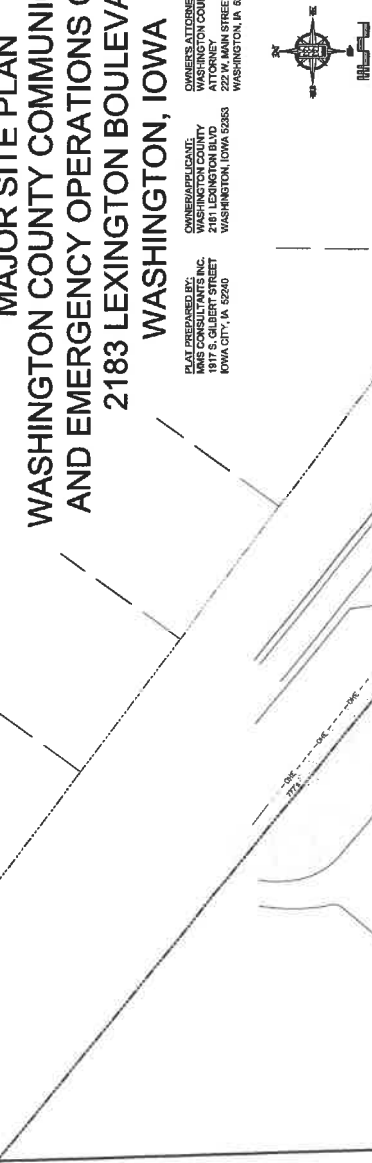
MAJOR SITE PLAN WASHINGTON COUNTY COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER 2183 LEXINGTON BOULEVARD WASHINGTON, IOWA

PLANNED BY:
 MMS CONSULTANTS, INC.
 1915 S. GILBERT STREET
 BOVA CITY, IA 52626

OWNER/CLIENT:
 WASHINGTON COUNTY
 211 W. MAIN STREET
 WASHINGTON, IOWA 52584

DATE: 11/19/2020

PROJECT DESCRIPTION:
 MAJOR SITE PLAN FOR THE WASHINGTON COUNTY COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER, 2183 LEXINGTON BOULEVARD, WASHINGTON, IOWA. THE PROJECT CONSISTS OF A 100,000 SQ. FT. COMMUNICATIONS CENTER, A 50,000 SQ. FT. EMERGENCY OPERATIONS CENTER, AND A 20,000 SQ. FT. SUPPORT BUILDING. THE PROJECT ALSO INCLUDES A 100-CAR GARAGE, A 50-CAR GARAGE, AND A 20-CAR GARAGE. THE PROJECT ALSO INCLUDES A 100-CAR GARAGE, A 50-CAR GARAGE, AND A 20-CAR GARAGE. THE PROJECT ALSO INCLUDES A 100-CAR GARAGE, A 50-CAR GARAGE, AND A 20-CAR GARAGE.



PERMITS REQUIRED

PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED

DATE: 11/19/2020
BY: [Signature]
TITLE: ARCHITECT

PERMITS REQUIRED

PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED
PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED	PERMITS REQUIRED

DATE: 11/19/2020
BY: [Signature]
TITLE: ARCHITECT

PRELIMINARY
 NOT FOR CONSTRUCTION

OVERALL SITE LAYOUT, UTILITY, AND DIMENSION PLAN

C-120

MMS CONSULTANTS, INC.
 1915 S. GILBERT STREET
 BOVA CITY, IA 52626
 515.263.7878

PLANNED BY:
 MMS CONSULTANTS, INC.
 1915 S. GILBERT STREET
 BOVA CITY, IA 52626

OWNER/CLIENT:
 WASHINGTON COUNTY
 211 W. MAIN STREET
 WASHINGTON, IOWA 52584

DATE: 11/19/2020

NEUMANN MONSON ARCHITECTS

ARCHITECT OF RECORD
 Neumann Monson Architects
 1000 1st Avenue, Suite 1000
 Seattle, WA 98101
 206.461.1100
 206.461.1101

CLIENT
 Washington County
 1000 1st Avenue, Suite 1000
 Seattle, WA 98101
 206.461.1100

OWNER
 Washington County
 1000 1st Avenue, Suite 1000
 Seattle, WA 98101
 206.461.1100

DATE
 10/15/2014

PROJECT NO.
 14-0001

PROJECT NAME
 Washington County
 Communications and
 Emergency Operations
 Center

PROJECT NO.
 14-0001

DATE
 10/15/2014

PROJECT NAME
 Washington County
 Communications and
 Emergency Operations
 Center

PROJECT NO.
 14-0001

DATE
 10/15/2014

PROJECT NAME
 Washington County
 Communications and
 Emergency Operations
 Center

PROJECT NO.
 14-0001

DATE
 10/15/2014

PROJECT NAME
 Washington County
 Communications and
 Emergency Operations
 Center

PROJECT NO.
 14-0001

DATE
 10/15/2014

PROJECT NAME
 Washington County
 Communications and
 Emergency Operations
 Center

PROJECT NO.
 14-0001

DATE
 10/15/2014

PAVEMENT LEGEND

[Symbol]	EXISTING PAVED PAVEMENT OF ASPHALT CONCRETE
[Symbol]	EXISTING UNPAVED PAVEMENT OF ASPHALT
[Symbol]	EXISTING UNPAVED PAVEMENT OF GRAVEL
[Symbol]	EXISTING UNPAVED PAVEMENT OF ROCK BASE
[Symbol]	4" PCC OVER 4" ROCK BASE

KEYNOTES

101	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
102	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
103	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
104	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
105	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
106	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
107	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
108	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
109	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
110	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
111	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
112	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
113	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
114	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
115	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
116	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
117	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
118	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
119	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
120	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS

STANDARD LEGEND AND NOTES

1	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
2	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
3	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
4	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
5	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
6	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
7	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
8	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
9	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
10	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
11	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
12	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
13	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
14	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
15	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
16	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
17	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
18	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
19	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS
20	PROVIDE SIGNAL, COMMUNICATION AND INDICATOR LIGHTS

UTILITIES

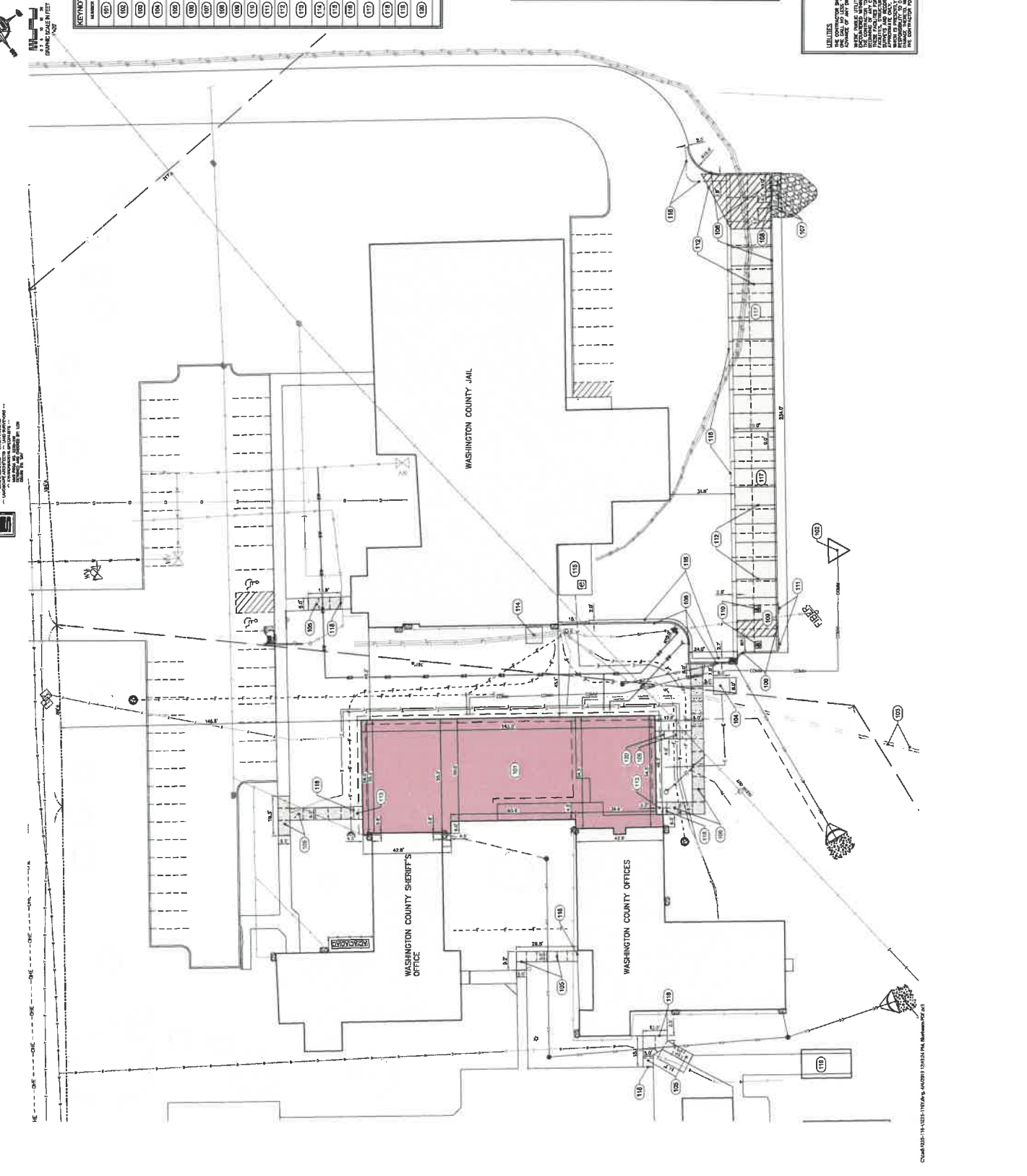
ALL UTILITIES SHOWN SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INTERFERENCE OR DAMAGE CAUSED BY SUCH UTILITIES.

PRELIMINARY

NOT FOR CONSTRUCTION

DETAILED SITE LAYOUT, UTILITY, AND DIMENSION PLAN

C-121



MMS CONSULTANTS, Inc.
 1000 1st Avenue, Suite 1000
 Seattle, WA 98101
 206.461.1100
 206.461.1101

ARCHITECT OF RECORD
Neumann Monson Architects
1215 1st Avenue, Suite 200
Seattle, WA 98101
206.461.1234
206.461.1235

DATE: 11/12/2019
PROJECT NO.: 190003
SHEET NO.: C-140

CLIENT: Washington County
PROJECT: COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER

CONTRACT NO.: 2019-0003
SHEET NO.: C-140

PROJECT NAME: WASHINGTON COUNTY COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER

OWNER: Washington County
ADDRESS: 1215 1st Avenue, Suite 200
Seattle, WA 98101
206.461.1234

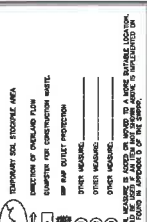
DATE: 11/12/2019
PROJECT NO.: 190003
SHEET NO.: C-140

PRELIMINARY
NOT FOR CONSTRUCTION

SITE GRADING PLAN
AND SWPPP

SHEET NUMBER: C-140

EROSION CONTROL LEGEND



PERMANENT SEEDING OF URBAN AREAS
1. THE AREA SHALL BE SEEDING WITH A MIXTURE OF SEEDS AS LISTED IN THE SPECIFICATIONS.
2. THE SEEDING SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
3. THE SEEDING SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.

SOIL QUALITY RESTORATION NOTES
1. THE CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR SOIL QUALITY RESTORATION.
2. THE CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR SOIL QUALITY RESTORATION.

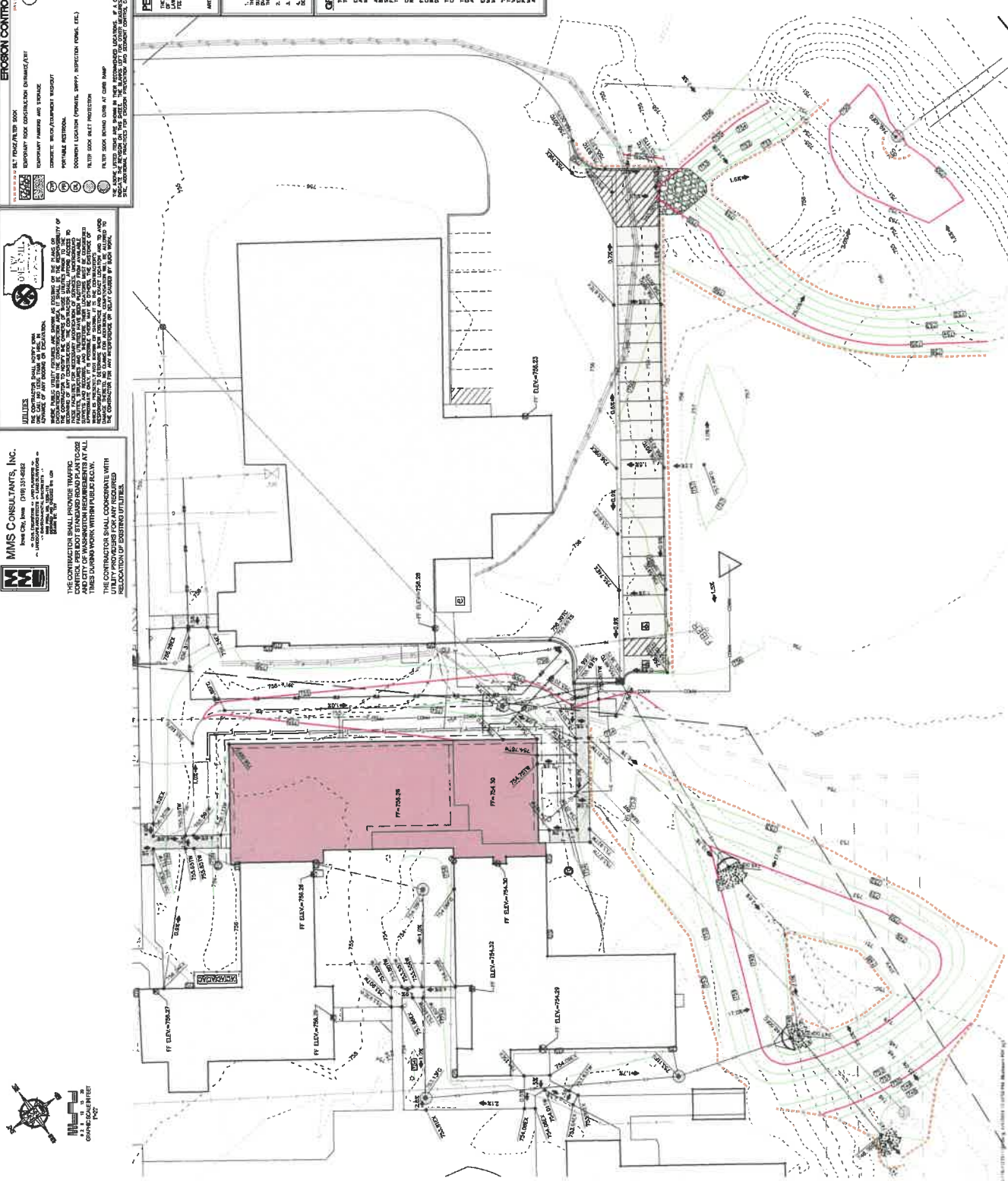
GRADING AND EROSION CONTROL NOTES
1. THE CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR GRADING AND EROSION CONTROL.
2. THE CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR GRADING AND EROSION CONTROL.

STANDARD LEGEND AND NOTES
1. THE CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR STANDARD LEGEND AND NOTES.
2. THE CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR STANDARD LEGEND AND NOTES.

UTILITY NOTES
1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES.

MMS CONSULTANTS, INC.
New York, NY 10018
New York City, NY 10018
New York City, NY 10018

THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND TRAFFIC CONTROL DURING ALL TIMES DURING WORK WITHIN PUBLIC RIGHT-OF-WAY.



Washington County
1215 1st Avenue, Suite 200
Seattle, WA 98101
206.461.1234

ARCHITECT OF RECORD
Neumann Monson Architects
221 East Chicago Street, Suite 202
Chicago, IL 60601
TEL: 312.329.1100
WWW.NEUMANNMONSON.COM

CONSULTANTS
GEOLOGICAL ENGINEERING
GEOLOGICAL ENGINEERING
GEOLOGICAL ENGINEERING
GEOLOGICAL ENGINEERING
GEOLOGICAL ENGINEERING

OWNER
WASHINGTON COUNTY COMMUNICATIONS AND OPERATIONS CENTER
1000 W. WASHINGTON ST.
MOUNTAIN VIEW, MO 64150

DATE
11/15/2011
PROJECT NO.
11-001

PROJECT NAME
WASHINGTON COUNTY COMMUNICATIONS AND OPERATIONS CENTER

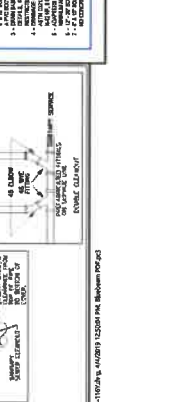
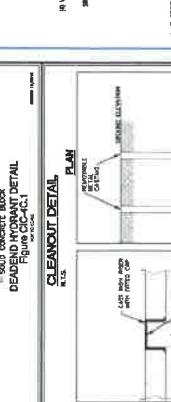
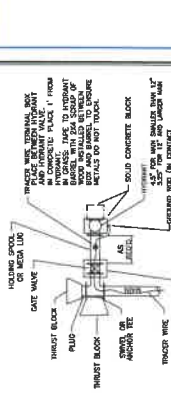
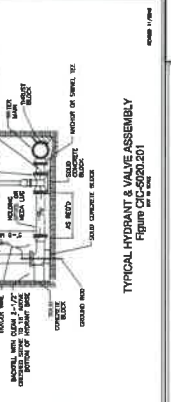
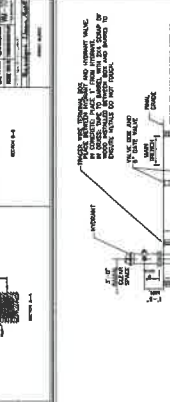
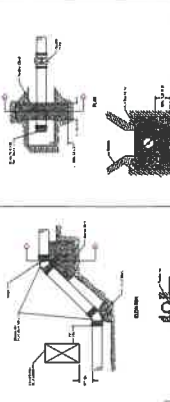
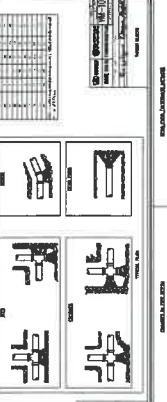
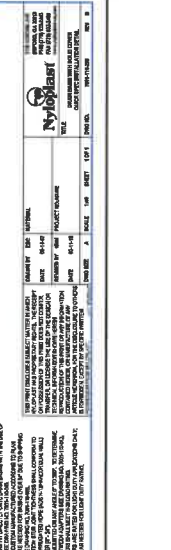
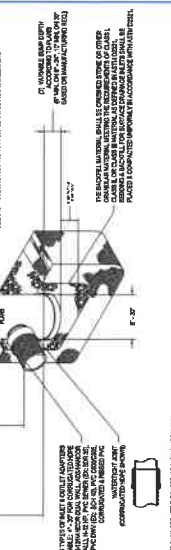
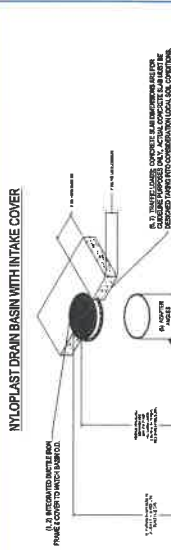
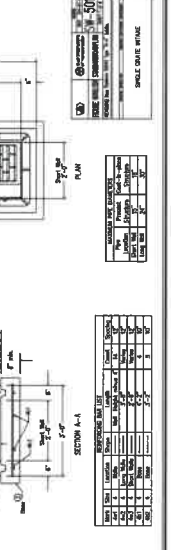
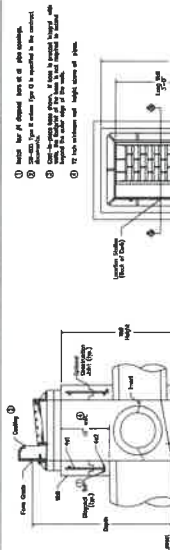
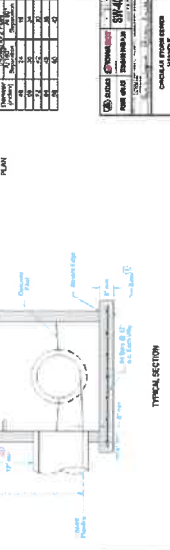
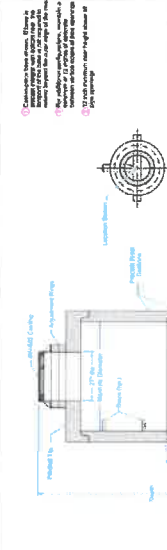
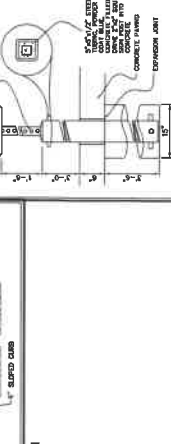
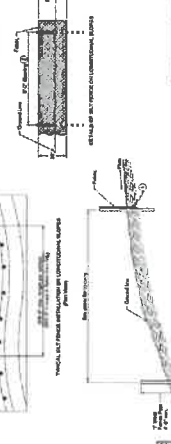
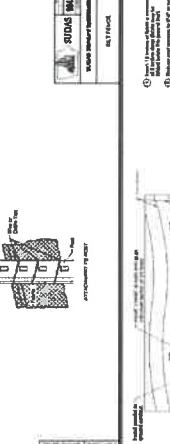
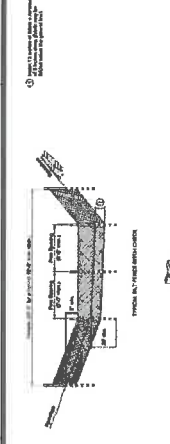
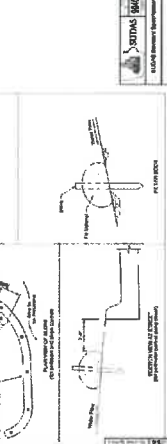
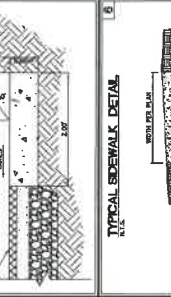
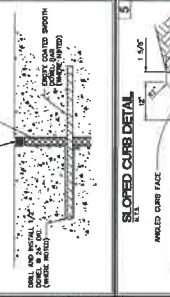
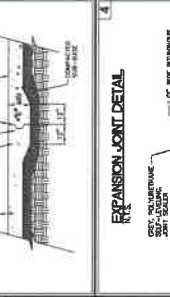
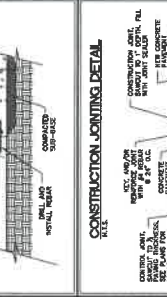
OWNER
Washington County Iowa
201 Lehigh Ave
Des Moines, IA 50319
PROJECT NO.
11-001

DATE
11/15/2011
PROJECT NO.
11-001

PRELIMINARY
NOT FOR CONSTRUCTION

GENERAL NOTES
AND DETAILS

SHEET NUMBER
C-500



MMS CONSULTANTS, INC.
 1525 S. WASHINGTON AVENUE, SUITE 200
 WASHINGTON, DC 20005
 (202) 546-1100
 WWW.MMSCONSULTANTS.COM

ARCHITECT OF RECORD
 Neumann Monson Architects
 1000 North Washington Blvd., Suite 200
 Washington, DC 20002
 (202) 546-1100

CONSULTANTS
 WEIR
 427 7TH ST NW
 WASHINGTON, DC 20004
 (202) 638-7200

GENERAL CONTRACTOR
 MMS CONSULTANTS, INC.
 1525 S. WASHINGTON AVENUE, SUITE 200
 WASHINGTON, DC 20005
 (202) 546-1100

NEUMANN MONSON ARCHITECTS

PROJECT NAME
 WASHINGTON COUNTY COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER

OWNER
 Washington County Iow
 100 NORTH WASHINGTON AVENUE
 WASHINGTON, DC 20002
 (202) 546-1100

PROJECT NO.	161001
DATE	06/11/2016
DESIGNER	NEUMANN MONSON ARCHITECTS
PREPARED BY	ARCHITECT
CHECKED BY	ARCHITECT
DATE	06/11/2016

PRELIMINARY
 NOT FOR CONSTRUCTION

PROJECT NAME
 SITE DEMOLITION PLAN

CD100

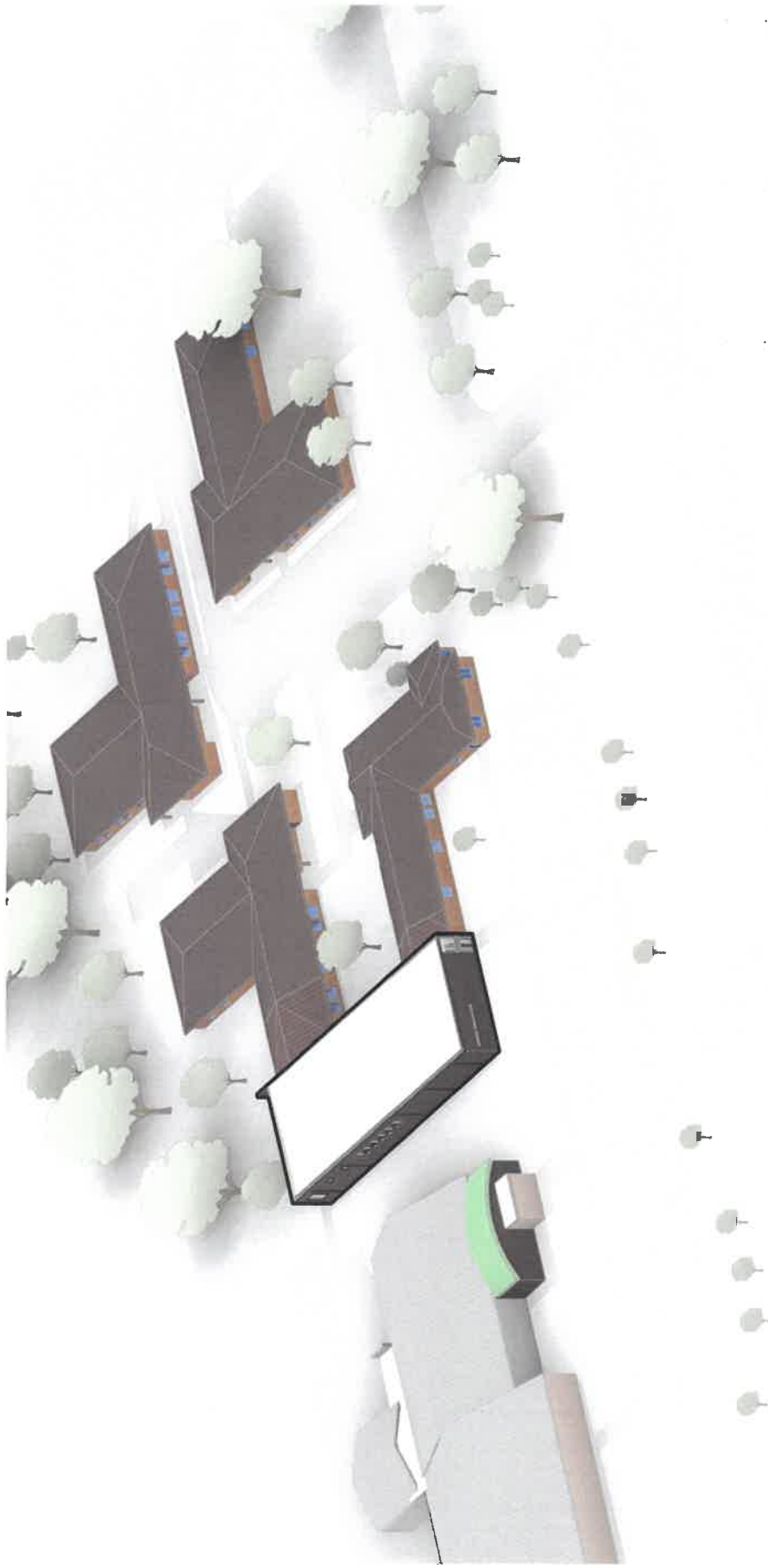


DEMOLITION LEGEND

[Symbol]	CONCRETE REMOVAL
[Symbol]	STEEL DECK REMOVAL

4" THICKNESS TO BE REMOVED AND STOCKPILED AND 2" THICKNESS TO BE REMOVED AND STOCKPILED

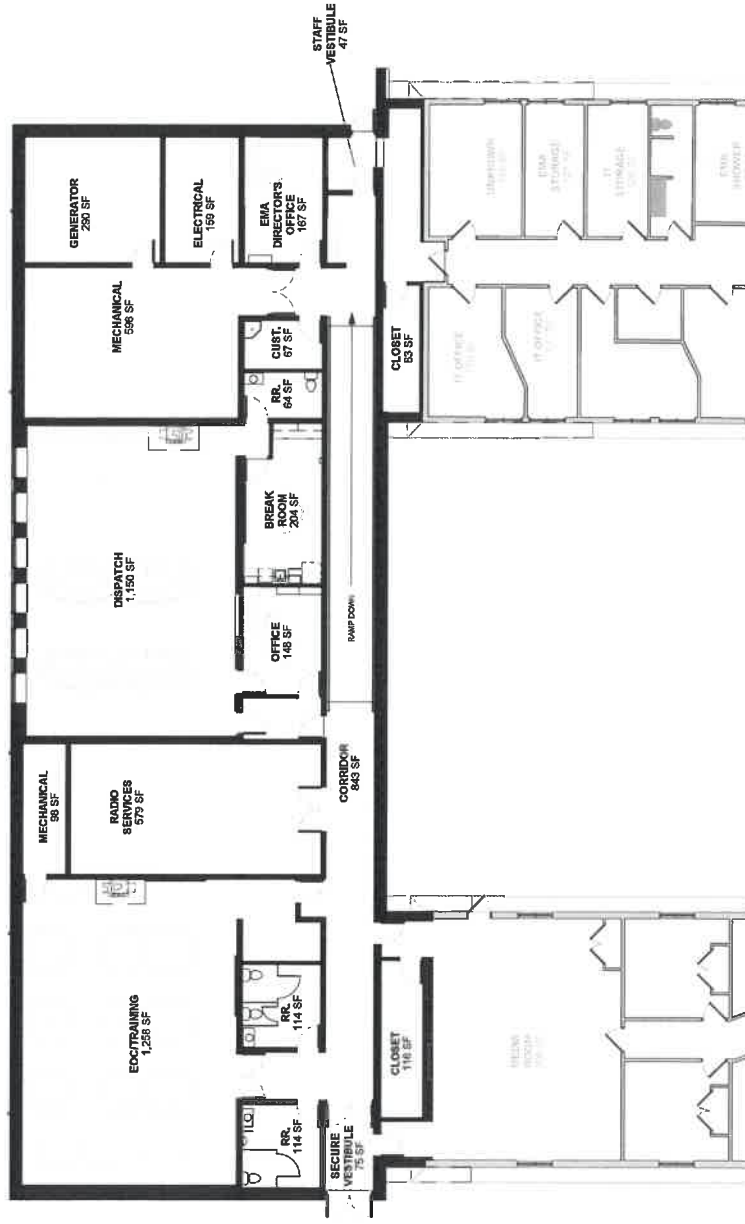
KEYNOTE NUMBER	DESCRIPTION
301	REMOVE CONCRETE GENERAL
302	REMOVE CORB AND GUTTER SECTION
303	REMOVE CONCRETE PAVEMENT AND CURB AND GUTTER
304	REMOVE CONCRETE FLOOR
305	REMOVE STEEL DECK BAY
306	REMOVE FIBER OPTIC LINE
307	REMOVE REES
308	REMOVE TELEPHONE LINE AND FURNITURE
309	REMOVE ALL EXISTING CURB AND GUTTER AND RECONSTRUCT TO MATCH ADJACENT CURB AND GUTTER
310	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR
311	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR
312	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR
313	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR
314	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR
315	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR
316	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR
317	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR
318	REMOVE EXISTING CONCRETE FLOOR AND RECONSTRUCT TO MATCH ADJACENT CONCRETE FLOOR



PR-002

BIRDSEYE - FACING EAST

NEUMANN MONSON ARCHITECTS
WASHINGTON COUNTY - COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
18.062
02/19/2019



FLOOR PLAN

PR-003

1/16" = 1'-0"



VIEW FROM ENTRANCE

NEUMANN MONSON ARCHITECTS
WASHINGTON COUNTY - COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
18.062
02/19/2019



EnviroNET, Inc.
Professional Environmental Services
1225 E. River Dr., Suite 130
Davenport, IA 52803

WOSB / DBE CERTIFIED
Phone: 563-323-2262
www.environetmidwest.com

April 8, 2019

Brent Hinson, City Administrator
215 E. Washington St.
Washington, IA 52353

**SUBJECT: ADDENDUM #2 TO CONTRACT
PROFESSIONAL OVERSIGHT SERVICES
MANAGEMENT OF ASBESTOS ABATEMENT OPERATIONS AND
CLEARANCE SAMPLING
123 E. SECOND ST., WASHINGTON, IOWA
ENVIRONET FILE #180097.1**

Dear Mr. Hinson:

EnviroNET, Inc. (EnviroNET) provides this Addendum #2 to our contract of October 17, 2018, to address tasks necessary to complete abatement of additional asbestos-containing materials discovered during abatement of ACM under the initial contract. As documented between April 3rd and April 8th, roofing materials not previously sampled due to structural concerns were assessed for suspect ACM. Results of laboratory analytical testing exhibited regulated concentrations of asbestos; therefore, additional services are necessary to abate the hazard associated with roofing materials. One copy of a signed contract will serve as authorization to proceed with the amended scope of services identified below.

ADDITIONAL SERVICES

The scope of services for this Addendum #2 includes the following:

1. Removal and disposal of asbestos-containing bituminous roof in the central portion of the roof.
2. Removal of 1"x6" wood decking and wood joists to access the bituminous roofing.

COMPENSATION AND PAYMENT

1. For Additional Services as outlined above, EnviroNET shall be compensated \$8,850.00 (EIGHT THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS) on a Lump Sum Basis.

2. Payment for EnviroNET's services shall be made within 15 days of the date of Invoice and shall not be contingent upon receipt by the CLIENT of any reimbursement funds from federal, state or local authorities, firms or individuals.
4. Prices in this addendum are firm for 60 days, unless otherwise agreed upon by the parties involved.

CHANGE IN SCOPE OF WORK

If, during EnviroNET's work, it becomes necessary for the CLIENT to alter the Project work in any way whatsoever, EnviroNET shall notify the CLIENT whether such alteration constitutes a departure from the agreed to Basic Services. The compensation shall be adjusted, if necessary, to reflect such change in a manner to be negotiated between EnviroNET and the CLIENT prior to the performance of any additional work.

Terms and Conditions associated with the original contract dated October 17, 2018 apply to this Addendum. Please confirm acceptance, sign and return one fully executed copy of this document, which will serve as our authorization to proceed. Thank you.

ENVIRONET, INC.



Molly E. Arp Newell, PG, CHMM
President



J. David Wildharber
Project Manager



ACCEPTED:

By:

(Signature)

(Date)

CLIENT CONTACT:

Brent Hinson
(319) 653-6584
bhinson@washingtioniowa.gov

Brent Hinson

From: David Wildharber
Sent: Monday, April 8, 2019 3:17 PM
To: Brent Hinson
Subject: Re: Linda Lou's progress report and contract addendum

I left you a voicemail earlier today about another addendum based on the additional roofing materials I described on Thursday. Unfortunately, there will be another change order based on that additional material under the built up roofing. The contractor has to remove the built up to get to the asbestos containing roofing. I'd hoped there wouldn't have to be a second addendum, but I just got the change order price from IITI after lunch. The 2nd addendum will be \$8,500, based on the contractor's quote. The built up roof included a wood decking and there was no visible indication that another roof was beneath it. The contractor said he could be done Wednesday. You can call with comments/questions at a time convenient for you.

David

On Mon, Apr 8, 2019 at 3:09 PM Brent Hinson <bhinson@washingtioniowa.gov> wrote:

Hi David:

Any update today?



Brent D. Hinson

City Administrator
City of Washington (Pop. 7,266)
215 East Washington St.
Washington, IA 52353
(p) 319-653-6584 X134
(f) 319-653-5273

Please note change of email address to washingtioniowa.gov

From: David Wildharber <david@environetmidwest.com>
Sent: Thursday, April 4, 2019 4:26 PM
To: Brent Hinson <bhinson@washingtioniowa.gov>
Subject: Re: Linda Lou's progress report and contract addendum

Brent, The contractor is completely finished removing on the inside. They're mostly done on the roof. We discovered that in the center of the two buildings yesterday, there is a roof built up on top of the original roof. I resampled all of the roofing materials yesterday, and the material under the built up roof has asbestos. I had the area listed for ACM removal in my report, but we didn't know the ACM was under a built up roof. Also, there is an approximate 130-square

foot area of asbestos-containing rolled roofing on a hip section of the north side of the roof. This material wasn't visible during the original survey. I'm waiting to hear from the contractor on how they wish to handle it. I'll be out of the office all day tomorrow and not reachable by email or phone. I will follow up on Monday. Thank you.

David

On Thu, Apr 4, 2019 at 9:19 AM Brent Hinson <bhinson@washingtioniowa.gov> wrote:

David:

I wanted to check in since we are past April 1 to hear a progress update. Thanks.



Brent D. Hinson

City Administrator
City of Washington (Pop. 7,266)
215 East Washington St.
Washington, IA 52353
(p) 319-653-6584 X134
(f) 319-653-5273

Please note change of email address to washingtioniowa.gov

From: David Wildharber <david@environetmidwest.com>
Sent: Thursday, March 14, 2019 5:02 PM
To: Brent Hinson <bhinson@washingtioniowa.gov>
Subject: Linda Lou's progress report and contract addendum

Brent, I left you a voicemail as well. I've attached a project update in the form of a letter report and an addendum to the original contract based on the costs of the recently discovered asbestos in the flooring. We can discuss the progress report and/or addendum tomorrow.

David

--

*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

April 11, 2019

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

From: Brent Hinson
City Administrator

A blue ink signature of Brent Hinson, the City Administrator, is written over the name and title.

Re: North 4th Avenue Concept & Report

For several years now, we have had a North 4th improvements project in our CIP. It is now time to get moving forward to potentially enable construction to begin in Spring 2020.

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. Essentially, we had two options identified by this study: 1) Run storm sewer west on East 5th Street, and then north on North 3rd Avenue; or 2) Run storm sewer west on East 5th Street to the storm line that runs to the underpass lift station. The report indicated that Option 1 was \$577,000 and Option 2 was \$632,000. Option 1 was selected in the report primarily because the underpass stormwater lift station is already overburdened, as becomes apparent in heavy rains. However, we have already been planning in the CIP to do an upgrade to the lift station, and running the storm sewer along 5th the whole way provides much more of a benefit and capacity to the system than running the relatively shallow line up North 3rd.

We would like to have FOX integrate their 2017 report with a project that will address a number of additional elements. The pavement on North 4th is highly deteriorated and needs to be reconstructed. The sanitary sewer under North 4th is in very poor shape, and rather than perform numerous point repairs, it seems to make much more sense to fully replace the sewer if the street is being reconstructed. The water line up to Stewart Elementary does not provide adequate fire flow and needs to be upsized. Finally, sidewalks can potentially be examined to install 3 blocks of sidewalk to connect on the east side of 4th all the way from Stewart to Lincoln, including the Water Plant block, which of course we

own. There is no continuously connecting sidewalk between these schools on either side, and it is nearly impossible to do on the west side due to the narrow ROW and turn lane at Goodwill.

We are asking Council to approve the attached task order so that we can have FOX conduct in-depth analysis and cost estimate for this project, including the cost of potential upgrades to the underpass lift station.

Spring 2020 North 4th Street/Sewer Separation/Water Project
As of 4/11/19

Stewart Elementary School

Water Main Upsizing to
← Stewart for Fire Flow
as per 2013 Facility Plan

Sewer Replacement
as per 10/25/2012 >
report

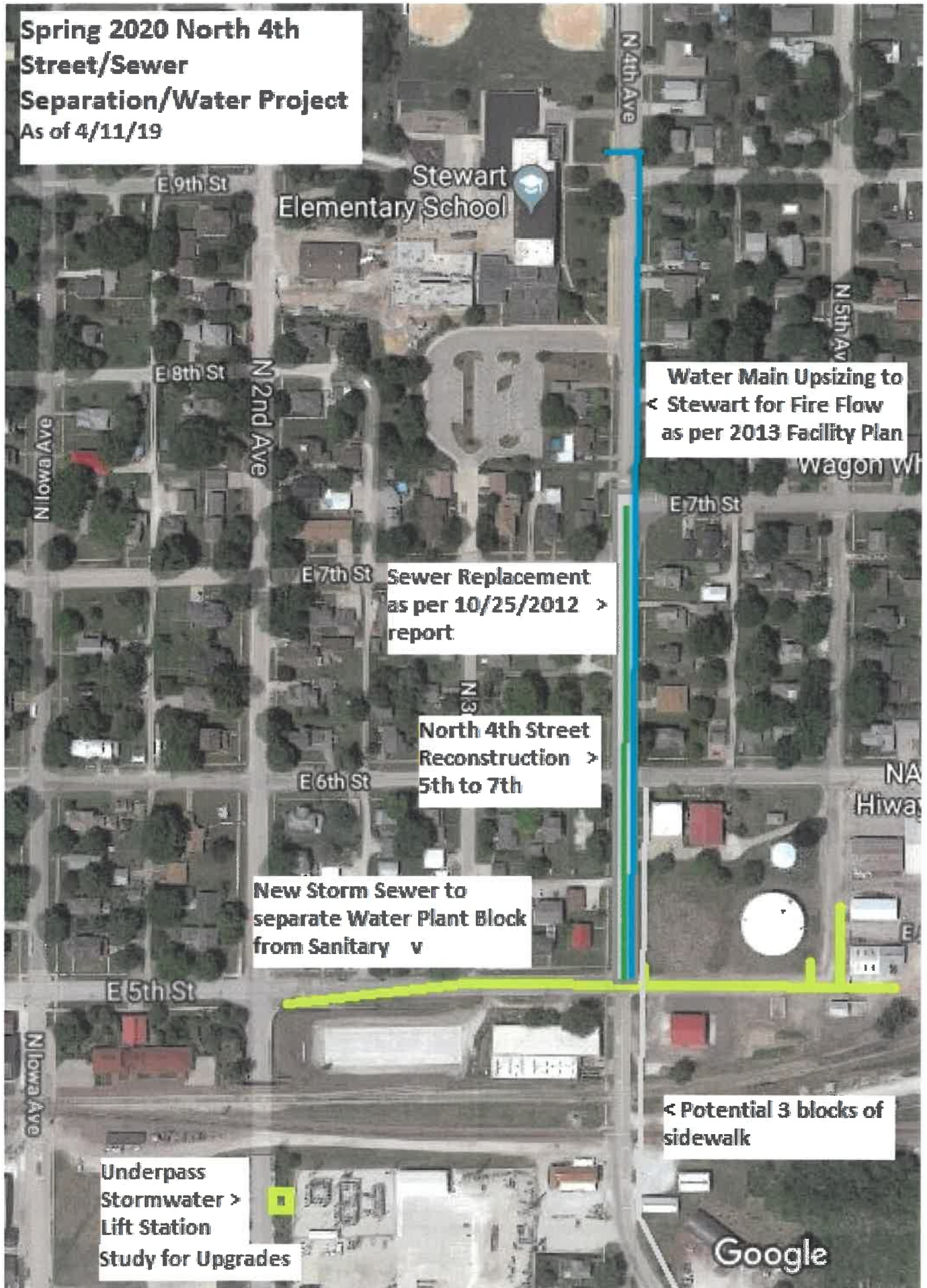
North 4th Street
Reconstruction >
5th to 7th

New Storm Sewer to
separate Water Plant Block
from Sanitary v

← Potential 3 blocks of
sidewalk

Underpass
Stormwater >
Lift Station
Study for Upgrades

Google



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 includes a scoping study of the exiting N. 4th Avenue Improvements from approximately E. 5th St. north to E. 7th Street. The study will include a concept level review of the street and infrastructure improvements including sanitary sewer, water main, and storm sewer. In addition, the project will include a preliminary evaluation of the existing N. 2nd Avenue stormwater pump station.

1. Services of Engineer - Services of Engineer for this Task Order No. 2045-17A 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 – As per Exhibit A, but with the following additions or modifications:

A1.01.A. Add the following paragraphs:

8. General Consultation Services:

- a. Provide general consultation services for the street improvements as requested by the City of Washington.

9. Data Collection

- a. Collect information available from City Staff

10. Topographic Survey:

- a. Collect survey information at existing pump station and storm sewer for pump station determined watershed.

11. N. 4th Avenue Improvements Scoping Study:

- a. Develop a concept plan and associated costs for the replacement of the existing street section from E. 5th Street to E. 7th Street.
- b. Concept level plan and costs for replacement and/or repair of the sanitary sewer from E. 5th Street to E. 7th Street including review of sanitary sewer services and recommendations on type of repairs depending on location.
- c. Storm sewer options for connection to the existing N. 2nd Avenue stormwater pump station.
- d. Concept plan and costs to replace the existing water main to E. 9th Street.

- e. Concept plan and costs for a new sidewalk on the east side of N. 4th Avenue from E. 3rd Street to E. 6th Street.

12. N. 2nd Avenue stormwater pump station evaluation:

- a. Review the condition of the existing N. 2nd Avenue stormwater pump station.
- b. Determine approximate stormwater flows that are likely to occur at the pump station for the 5, 10, 25, and 100-year storm events.
- c. Capacity and condition assessment of the existing pump system.
- d. Evaluate potential improvements based on the desired pumping conditions.
- e. Recommendations regarding the existing pumping system and improvements.

A1.02 Preliminary Design Phase – This phase is not applicable (not included in this Task Order).

A1.03 Final Design Phase – This phase is not applicable (not included in this Task Order).

A1.04 Bidding or Negotiating Phase - This phase is not applicable (not included in this Task Order).

A1.05 Construction Phase - This phase is not applicable (not included in this Task Order).

A1.06 Commissioning and Post-Construction Phase - This phase is not applicable (not included in this Task Order).

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.

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 Time to Complete
Data Collection	15 Days
Topographic Survey	30 Days
N. 4 th Avenue Improvements Scoping Study	60 Days
N. 2 nd Avenue Stormwater Pump Station Evaluation	90 Days
Scoping Study Report	120 Days

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
General Consultation	Standard Hourly Rates ¹	\$1,000
Data Collection	Lump Sum	\$1,000
Topographic Survey	Standard Hourly Rates ¹	\$3,500
N. 4 th Avenue Improvements Scoping Study	Lump Sum	\$8,200
N. 2 nd Avenue Stormwater Pump Station Evaluation	Lump Sum	\$8,300

Total Lump Sum Fee: \$17,500
 Total Estimated Hourly Fee: \$4,500
Total Estimated: \$22,000

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.

8. Documents Incorporated By Reference – None.

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

Owner

Signature Date

Signature Date

Steve Troyer, P.E.
Name

Name

Principal
Title

Title

Authorized Representative for Task Order:

Authorized Representative for Task Order:

Steven P. Soupir, P.E.
Name

Brent Hinson
Name

Project Manager
Title

City Administrator
Title

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

215 E. Washington Street
Address

sps@foxeng.com
E-Mail Address

bhinson@washingtونيowa.net
E-Mail Address

515-233-0000
Phone

319-653-6584 X134
Phone

515-233-0103
Fax

319-653-5273
Fax

*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

April 11, 2019

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

From: Brent Hinson 
City Administrator

Re: Hire of Jim Lester as Police Chief

After a process where we received 18 applications, narrowed to 6 finalists, conducted interviews, and did extensive background work, our search committee reached a consensus to hire Jim Lester of Clarion, Iowa as our new Police Chief. Jim is a 30-year veteran of law enforcement in Wright County, and current serves as Deputy Sheriff and Emergency Management Coordinator.

We have also reached terms of an employment agreement with Chief Lester, and that is also attached for your review and consideration.

Thanks to Jaron, Danielle, John Gish, and Erik Buchholz for all the time they put into the process on the search committee. Thanks also for everyone else who helped with the process.

Chief Lester plans to attend the meeting on the 16th.

RESOLUTION NO. _____

**A RESOLUTION CONFIRMING THE APPOINTMENT OF
JAMES LESTER AS POLICE CHIEF AND
ADOPTING EMPLOYMENT CONTRACT AND AGREEMENT**

WHEREAS, on January 15, 2019 in Resolution 2019-010, the City Council authorized the creation of a Police Chief Search Committee to organize and oversee the process of hiring a new Police Chief to replace Chief Goodman, who plans to retire May 31, 2019; and

WHEREAS, said committee has conducted a thorough hiring process, and has advised the Mayor on his appointment of the next Police Chief; and

WHEREAS, the Mayor has forwarded the name of James Lester of Clarion, Iowa to be the next Washington Police Chief, subject to confirmation by the Council; and

WHEREAS, the terms of an employment agreement have also been reached with Chief Lester, and the Council is asked to consider the written agreement at this time as well.

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

Section 1. The Council confirms the Mayor's appointment of James Lester as the Chief of the Washington Police Department.

Section 2. The Council hereby adopts the attached Employment Contract and Agreement with Chief Lester.

PASSED AND APPROVED this 16th day of April, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

James Lester

Phone: 515-689-0690 Email: mugshots@goldfieldaccess.net

Mailing Address

PO Box 302
Clarion, IA 50525

Residence Address

208 13th Ave SW
Clarion, IA 50525

PUBLIC SAFETY PROFESSIONAL

Offering nearly 30 years of resourceful and professional experience and service in Law Enforcement, EMS and Emergency Management.

COMPETENCIES INCLUDE:

- * Organizational Leadership
- * Budget Planning and Administration
- * Detailed Oriented
- * Grant Writing
- * Public Information
- * Problem Solving
- * Project Management
- * Incident and Case Management
- * Policy and Procedure Development
- * Planning & Exercise Development

PROFESSIONAL EXPERIENCE:**WRIGHT COUNTY SHERIFF'S OFFICE
CLARION, IOWA*****Deputy Sheriff: March 1992 – Present***

Provide loyal and dedicated law enforcement service to the citizens of Wright County. Coordinated the opening of a new county jail in 2001; including the hiring and training of the initial jail staff. Currently hold the rank of Captain.

Responsible for major criminal investigations including serving as an investigator with the Iowa Internet Crimes Against Children (ICAC) Task Force; with experience and training in peer to peer child pornography investigations and cell phone and flash memory forensic extractions. Provide internet/social media safety presentations to school students and community organizations as requested.

Experience and training in the investigation of sexual assault crimes and crimes against children serving as a leader and investigator on the Wright County Sexual Assault Response Team (SART). Skilled in case management and providing technical support and training to law enforcement personnel.

For 12 years, as Chief Deputy / Jail Administrator planned and managed more than \$1 million budget including the management of grants and forfeiture accounts. Had the responsibility to manage and schedule jail staff and deputy sheriffs. Serve as agency Public Information Officer as needed and provide press releases and information to local media outlets.

James Lester

Phone: 515-689-0690 Email: mugshots@goldfieldaccess.net

**WRIGHT COUNTY EMERGENCY MANAGEMENT COMMISSION
CLARION, IOWA**

Emergency Management Coordinator: April 2008 - Present

I volunteered in 2008 to accept the appointment and additional duties of county Emergency Management Coordinator. Maintain and update the county Comprehensive Emergency Response Plan. Prepare and manage the Emergency Management budget including grant administration.

Provide county and local government agencies assistance as needed in managing local disaster events and access to state, regional and local resources. This incident management includes; unified command staff development, emergency operations center activation, public information/press releases, incident planning and response and conducting after action reviews. I have guided the county through seven Presidential Disaster Declarations since 2008.

Plan, organize and direct training, workshops and full-scale exercises for local governments, school districts, law enforcement, fire and EMS agencies.

Serve as chairperson of the Wright County EMS System Advisory Council that is tasked by the Board of Supervisors to review the EMS system in Wright County and provide them a plan regarding system development, improvement and fiscal responsibility. Worked collaboratively with other government and agency leaders to successfully earn passage of a first in the state public vote to provide property tax funding for the EMS system.

Currently assist with planning and training for Wright County's transition to the new statewide public safety radio system.

**CLARION POLICE DEPARTMENT
CLARION, IOWA**

Police Officer / EMT: June 1990 – March 1992

Provided law enforcement and EMS services to the citizens of Clarion.

**CITY OF EAGLE GROVE
EAGLE GROVE, IOWA**

Director of EMS / Police Officer: February 1989 – June 1990

Managed a volunteer ambulance service and provided law enforcement services to the citizens.

**EAGLE GROVE EAGLE
EAGLE GROVE, IOWA**

Sports Editor / Photographer: May 1986 – February 1989

Covered local high school sporting events and other writing and photography duties for a weekly newspaper; including the creation of advertising and special editions.

James Lester

Phone: 515-689-0690 Email: mugshots@goldfieldaccess.net

EDUCATION / CERTIFICATIONS:

Graduated Clarion High School – 1985

Attended Iowa Central Community College – 1986

Mercy School of EMS – EMT Certification – 1988

Iowa Law Enforcement Academy (ILEA) – Certified Peace Officer - 1989

Iowa Department of Public Health – EMS – Instructor / Evaluator – 1990

American Heart Association – CPR Instructor – 1990

Iowa Law Enforcement Intelligence Network (LEIN) – 2004

Homeland Security Exercise and Evaluation Program (HSEEP) - 2008

Iowa Certified Emergency Management Coordinator – 2011

Numerous specialty schools and training including courses from: ILEA, National Institute of Corrections, FEMA, U.S. Department of Justice and Des Moines Area Community College Electronic Crimes Institute.

AFFILIATIONS:

Iowa Emergency Management Association

Iowa State Sheriff’s and Deputies Association – served on Board of Directors for two years

Iowa Law Enforcement Intelligence Network (LEIN)

Mid-States Organized Crime Information Center

Iowa Internet Crimes Against Children Task Force

Iowa Sex Crimes Investigators Association

Iowa Emergency Medical Services Association

Wright County EMS Association – past president

Wright County EMS System Advisory Council – currently serve as chairperson

Wright County Sexual Assault Response Team (SART)

Clarion United Presbyterian Church – serve as an Elder

Clarion-Goldfield-Dows Sports Boosters

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

EMPLOYMENT CONTRACT AND AGREEMENT

THIS EMPLOYMENT CONTRACT AND AGREEMENT made and entered into this date, April ____, 2019, by and between the City of Washington, Washington County, Iowa, (hereinafter referred to as "Employer") and James Lester, an individual and resident of the State of Iowa (hereinafter referred to as "Employee"), both whom understand as follows:

WHEREAS, the Employer desires and needs the services of an Employee to serve in the capacity of Police Chief, and

WHEREAS, the Employer desires to retain the services of the Employee as Police Chief, and

WHEREAS, it is the desire of the Employer: (1) to retain the services of the Employee and to provide inducement for him to remain in such employment; (2) to establish the job duties and responsibilities of said Employee; and (3) to provide means for terminating Employee's services when either the Employee or the Employer may desire to terminate his employment; and

WHEREAS, Employee desires to retain employment as Police Chief.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) The Employee understands that he serves as Police Chief of the City of Washington, Washington County, Iowa, at the pleasure of the Mayor and City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council, as per the Washington Code of Ordinances, to determine that Employee shall no longer serve as Police Chief, subject only to the provisions set forth in this Agreement.

2) Nothing shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer; subject only to the provisions set forth in this Agreement.

3) In the event Employee voluntarily resigns his position with Employer during a contract term, the Employee shall give the Employer forty-five (45) days' notice in advance,

"One of the 100 Best Small Towns in America"

unless the parties otherwise agree. The Employee shall receive payment for unused vacation and other benefits usually paid other employees at termination provided the required notice is given.

4) The Employer may terminate this contract at any time for just cause, and if the Employee is terminated for just cause, he shall receive no severance pay, except he shall receive payment for unused vacation and other benefits usually paid other employees at termination. In the event the Employer wishes to terminate the contract without just cause, it may do so by giving the Employee thirty (30) days' notice, in writing. In such event, the Employee, if requested by Employer, shall continue to render his services and shall be paid his regular compensation up to the date of termination. Upon issuance of such termination notice, the Employer recognizes the adverse circumstances in which the Employee has been placed and, therefore, agrees to pay the Employee, at the time of termination, a severance equal to three (3) months' salary and three (3) months' insurance benefits will be provided to the Employee as full and complete settlement for all damages sustained by the Employee, in addition to whatever accrued vacation the Employee may have. No other benefits will be allowed or accrued during the three (3) months' severance period. Employee understands that the position is subject to a one (1) year probationary period in accordance with the City of Washington Personnel Manual, and that no severance will be paid if Employee is terminated within this probationary period.

5) That the Employee agrees to begin employment with the Employer on May 20, 2019 unless otherwise administratively approved (Mayor/City Administrator agreement), and subject to locating suitable interim housing. Employer agrees to reimburse mileage for any official trips/meetings to Washington prior to the employment start date, but Employee acknowledges that he will not otherwise be compensated as a City employee prior to May 20, 2019 unless an earlier start date is approved as described above.

6) That the Employer shall furnish the Employee all equipment, material and manpower necessary for the efficient performance of the official duties as Police Chief.

7) That the Employee shall perform those duties as outlined in the enacted Ordinance which establishes the Police Chief position, as well as the adopted job description.

8) That the Employee shall devote his time and talents to the best of his ability to the best interests of the City of Washington, Washington County, Iowa.

9) Employer agrees to pay Employee for his services rendered, at an initial annual base salary of eighty thousand dollars (\$80,000), payable in equal installments at the same time as other employees of the Employer are paid. The Employer shall not, at any time during the term of this Agreement, reduce the salary or other benefits of the Employee, except to the extent of any across-the-board reductions for like employees. Salary will be subject to review based on performance following six months' service, and thereafter at the time of annual evaluations. Past practice has been to adjust non-union compensation at the same rate as union compensation on July 1st of each year.

10) It is understood that the Employee will normally work at least forty (40) hours per week, but it is also recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the Employer, and to that end, Employee may vary his schedule accordingly, with City Administrator approval.

11) Employer shall defend, hold harmless and indemnify Employee against any tort or liability claim or demand or any other legal action arising from City activities or any alleged act of omission occurring in the performance of Employee's duties as Police Chief; provided said acts are not in violation of any state or federal criminal status or otherwise deemed to be outside the scope of employment as Police Chief.

12) Employee shall be entitled to those benefits and accepts those obligations set out below:

(A) **VACATION.** The Employee shall receive fifteen (15) days of vacation immediately upon starting the position. The Employee will then receive three weeks of vacation on his one-year anniversary as per the Personnel Manual. Additional granting of vacation time may be considered at the time of the first annual evaluation, as well as the schedule to issue vacation time to the Employee thereafter, in general accordance with the provisions of the Personnel Manual.

(B) **HOLIDAYS.** Employee is considered to be on-call twenty-four (24) hours a day; however, unless his services are needed, the Employee shall not be required to work on those days which have been designated as holidays in the Personnel Manual.

(C) **OVERTIME/PERSONAL LEAVE.** Employee shall not receive nor be eligible for overtime pay or compensatory time off. In recognition of the fact that the position may require more than forty (40) hours of work in a given work week, employee shall be allowed three (3) days of personal leave per year, subject to the provisions of the Personnel Manual.

(D) **PROFESSIONAL DUES AND SUBSCRIPTIONS.** Employer shall budget and pay for professional dues and subscriptions necessary for Employee's memberships in various associations and organizations, including specifically but in no way limited to the Iowa Internet Crimes Against Children (ICAC) Task Force, and within the budgetary resources allocated by the City Council.

(E) **TRAININGS AND CONFERENCES.** Employer shall budget and pay for necessary and reasonable registration, travel, and subsistence expenses for professional growth and development activities, official travel & meetings, and related training opportunities in accordance with the provisions of the Personnel Manual, and within the budgetary resources allocated by the City Council.

(F) **LOCAL CIVIC ORGANIZATIONS.** Subject to City Administrator approval, the Employer shall budget and pay for dues necessary for the Employee's membership in local civic organizations.

(G) **TRAVEL EXPENSE/VEHICLE.** Meals and lodging authorized and approved by the Employer will be paid on actual cost basis. Receipts for all expenses will be attached to the vouchers submitted to the Finance Director. Employee shall be provided a vehicle for his professional use, and is expected to use City-owned vehicles for all out-of-town vehicle travel unless approved in advance by the City Administrator.

(H) **CELLULAR PHONE ALLOWANCE.** The Employer agrees to provide a cellular phone for use of the Employee as per adopted City policies, or alternatively an allowance of seventy-five dollars (\$75) per month, payable to the cell phone provider, for use of a personal cell phone in carrying out his official duties.

(I) **HEALTH AND OTHER INSURANCE.** The Employer will provide the same insurance benefits and at the same costs as available to other City employees.

(J) **OTHER LEAVES.** The Employer will provide all other leaves of absence as per the Personnel Manual, with the exception that Employee will be provided 80 hours of banked sick leave at the outset of his employment.

(K) **RESIDENCY REQUIREMENT.** The Employee will become a resident of the City of Washington, Washington County, Iowa by November 30, 2019 unless the parties agree otherwise, and maintain residency thereafter. Failure to obtain resident status within the City shall be the basis for termination of this Agreement by just cause.

(L) **RETIREMENT.** The Employee and Employer shall participate and contribute in the usual and customary monetary amounts into the State of Iowa Public Retirement Systems (IPERS).

(M) **MOVING AND RELOCATION EXPENSES.** The Employer agrees to provide relocation and moving expenses to move all household items from Clarion, Iowa to Washington, Iowa and Employer agrees to pay for an amount not to exceed \$3,000 based on submission of acceptable receipts for actual costs incurred.

(N) **TRANSITIONAL HOUSING ALLOWANCE.** The Employer shall pay Employee a transitional housing allowance of \$750 per month for up to 3 months. The Employee shall exert his best effort to sell or otherwise transfer and convey his present residence in Clarion, Iowa as soon as possible. This allowance shall terminate upon the sale of his residence or 3 months' payments by the Employer, whichever is sooner.

(O) **OUTSIDE EMPLOYMENT & ACTIVITIES.** It is understood that the Employee currently provides training at the Iowa Law Enforcement Academy and from time to time elsewhere on emergency management topics. Recognizing that certain outside consulting or similar opportunities provide indirect benefits to the Employer, Employee may accept limited consulting, writing, teaching, or similar opportunities provided that such arrangements shall not interfere with, constitute a conflict of interest with, or be inconsistent with the Employee's primary job duties under this Agreement.

13) This Agreement shall become effective commencing the ___ day of April, 2019, and is for an indefinite term of employment, subject to the provisions of Sections 3 and 4 of this Agreement. If any provision contained in the Agreement, or portion thereof, shall be deemed unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

14) Appointment is contingent on Employee successfully completing pre-employment physical and drug testing, as well as the Minnesota Multiphasic Personality Inventory (MMPI), all of which will be arranged and paid for by Employer.

IN WITNESS WHEREOF, the Washington City Council has caused this Agreement to be signed and executed on behalf of the Mayor and Council, duly attested by the City Clerk.

CITY OF WASHINGTON, IOWA

EMPLOYEE

Jaron P. Rosien, Mayor



James Lester

4-11-2019

Date

ATTEST:

Illa Earnest, City Clerk

Date

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



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

Application for Employment

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, medical condition or disability, marital or veteran status, or any other legally protected status.

Position(s) Applied For: Police Chief Date 04 / 09 / 2019

Name Lester James J. R. Social Security Number
Last First M.I.

Address PO Box 302 Clarion IA 50525
Street Apt. # City State Zip

Telephone Number(s): Home (515) 689-0690 Work (515) 532-3722

Mobile (515) 689-0690 Email mugshots@goldfieldaccess.net

Are you legally eligible to work in the United States full-time? Yes () No

Are you 18 years of age or older? Yes () No

Are you currently employed? Yes () No

May we contact your present employer? Yes () No

If no, Please explain: _____

Have you ever been employed by the City of Washington? () Yes (x) No Dates: _____

Do any of your relatives work for the City of Washington? () Yes (x) No

If Yes, state name and relationship: _____

If required for the position do you have a valid driver's license or CDL? Yes () No

Driver's License # 263AD2255

Are you currently registered as a Sex Offender in this or another jurisdiction? () Yes (x) No

If Yes, please explain: _____

The City of Washington is an Equal Opportunity Employer

Have you pled guilty to or been convicted of a felony or misdemeanor? () Yes (X) No

*A conviction will not automatically disqualify an applicant for a particular job. The type and seriousness of the crime, the frequency of violations, the date of conviction, and the applicant's entire work and educational history will be considered.

If Yes, please explain: _____

Are you a US Veteran () Yes (X) No Dates of active service: _____
From To

*Iowa residents who served in the United States Armed Forces are eligible for veterans preference.

If you believe you are eligible for veterans preference consideration, please include a copy of your DD214 and, if applicable, proof of service connected disability.

Education / Training / Skills

Education	Name and Location of School	Year Graduated	Course of Study Major / Minor	Diploma / Degree
High School	Clarion High School Clarion, Iowa	1985		High school diploma
College / Trade School	Iowa Central Comm. College Fort Dodge, IA		Business	
College / Trade School	Iowa Law Enforcement Academy Johnston, Iowa	1989	Iowa Certified Peace Officer	
College / Trade School				
Other				

State any additional information you feel may be helpful to us in considering your application.

Please see resume and cover letter for additional information.

Employment / Work Experience

Start with your present or most recent job and list all prior employers. The City of Washington considers military service as employment. You may also include any job-related volunteer activities.

Most Recent Employer: Wright County Employer Phone # 515-532-3722
Address: 719 2nd St SW City: Clarion State: IA Zip: 50525
Position Title: Deputy Sheriff / Captain / EMC Employment Dates March 1992 to Present
Direct Supervisor: Sheriff Jason Schluttenhofer May we contact? Yes () No
Annual Salary: \$66,100 Hours Per Week 40+ # of employees supervised 7 FT
Description of Duties: See resume
Reason for leaving: Career / Professional Advancement

Previous Employer: City of Clarion Employer Phone # 515-532-2515
Address: 120 1st Ave SW City: Clarion State: IA Zip: 50525
Position Title: Police Officer / EMT Employment Dates June 1990 to March 1992
Direct Supervisor: Chief Robert Shaw - Retired May we contact? () Yes () No
Annual Salary: \$23,000 Hours Per Week 40+ # of employees supervised _____
Description of Duties: General LE / EMS
Reason for leaving: Career Advancement

Previous Employer: City of Eagle Grove Employer Phone # 515-448-4343
Address: 210 E Broadway City: Eagle Grove State: IA Zip: 50533
Position Title: EMS Director / Police Officer Employment Dates Feb 1989 to June 1990
Direct Supervisor: Chief Curt Green - deceased May we contact? () Yes () No
Annual Salary: \$21,000 Hours Per Week 40+ # of employees supervised 28 volunteer EMTs
Description of Duties: Managed City EMS Department including recruitment / training of EMTs and LE duties
Reason for leaving: Career Advancement

Personal / Professional References

	Name	Phone Number	Best Time to Call	Relationship to You
1.	Eric Simonson	515-293-0172	9am - 5PM	County Attorney
2.	Erin Halverson	515-293-0499	8am - 4pm	Friend
3.	Rev. Bill Kern	515-293-2104	9am - 4pm	Pastor

Applicant's Statement

I have read the City of Washington Application for Employment and submit this application in good faith on behalf of the above-listed statements. I hereby give permission to the City to authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. To the best of my knowledge I hereby certify that all representations, warranties, or statements made or furnished to the City in connection with this application are true and accurate in all material respects. I understand that if I provide false, inaccurate, or incomplete information, I will not be eligible for employment, or, if hired, will be subject to disciplinary action or dismissal regardless of the date on which the City discovers the violation of its policy regarding application form dishonesty.

I understand that if I apply for employment with this City, the City may conduct a check of my criminal history, past employment history, medical history, scholastic record, motor vehicle driving records, workers' compensation history and to receive the results of any physical examination, including the results of alcohol or drug screening I may be required to undergo, and to rely on such information sources. I release and discharge the City of Washington and any other person, firm, agency or corporation from any and all claims and liability which I may have or ever claim to have relating to information provided to the City of Washington as part of my application for employment.

Jim Lester

Signature of Applicant

4-9-2019

Date

I hereby acknowledge that the selection process for this position is subject to Iowa open meetings and records. To the extent allowed by law, I request that my application be kept confidential. I further request that the sessions in which my qualifications are reviewed and discussed be done in closed session so as to protect my reputation.

Jim Lester

Signature of Applicant

*** If you do not sign this acknowledgement/request, your application may become a public record and consideration of your application may be done in open session.**

RESOLUTION NO. _____

A RESOLUTION ENDORSING AN APPLICATION FOR GRANT FUNDS

WHEREAS, the City Council recognizes the importance of solid and updated procedures to effective policing; and

WHEREAS, the Iowa Communities Assurance Pool (ICAP) has made available a grant for \$3,000 initially and \$2,000 in following years to 2022; and

WHEREAS, the Police Department wishes to apply for this grant to allow the Department to utilize LEXIPOL for its standard operating procedure updates.

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

Section 1. The City Council endorses the submission of an application for grant funds to the Iowa Communities Assurance Pool (ICAP) in the amount of \$3,000 for the first year plus \$2,000 for additional years through FY22.

Section 2. The City Council states its commitment to funding the necessary local match needed to allow for the implementation of this program.

PASSED AND APPROVED this 16th day of April, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk



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



Chief of Police Greg Goodman
Investigator/Lt. Ron See
Lieutenant Lyle Hansen

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

4/11/2019

TO: Mayor and Council
FROM: Greg L. Goodman

RE: LEXIPOL Police Standard Operating Procedures

All,

ICAP is doing a grant to assist all law enforcement agencies in Iowa to use a firm to write and update standard operating procedures. Lt. See and I sat through a seminar about LEXIPOL and their services. LEXIPOL sends you policies, which you tailor slightly to your own department and then those policies are kept up to date when there is a change in the law. New policies will be sent out to our department by their legal department.

Another feature in this is that each day, a training email comes out about one of the policies in our manual for the officer to read and answer a question about that policy. This way, our officers are continually up to date on the policies we have. We control how many questions they get a day and which ones, if we wish.

The Washington County Sheriff's Office has gone to LEXIPOL in the recent past and they like the policies provided and the training for the officers.

This morning, I talked to soon-to-be Chief of Police Jim Lester and he is all for this. In fact, he probably sat through the same webinar we did and this was something they were implementing in Wright County. They felt that it was the absolute way to go to keep policies up to date and ongoing training for the officers.

As you can see from the estimate, the cost from April to June 2019 is \$1,318.00. The price for the annual 2019 subscription price, beginning July 1, 2019 is \$7,909.00. If we sign up by May 1, 2019, ICAP will pay a grant amount of \$3,000.00 for the agencies' first year and \$2,000.00 every year after that.

Sincerely,

Greg L. Goodman, Chief of Police
Washington, Iowa



GRANT TERMS

Eligibility: Current ICAP members in good standing and in compliance with all Grant Contingencies noted below are eligible for the ICAP Law Enforcement Policy and Training Grant.

Grant Period: The Law Enforcement Policy and Training Grant is available for three (3) fiscal years from 7/1/2019 to 7/1/2022, provided the member meets all Grant Contingencies. The grant program is not retroactive. ICAP will provide grant funds in the year of application and thereafter, through the Grant Period.

Grant Amount:

Agency Size # of Officers	Annual Grant	2019 One-Year, Early Adopters Grant
<10	\$ 1,500.00	\$ 2,250.00
→ 11-20	\$ 2,000.00 <i>ON going</i>	\$ 3,000.00 <i>EARLY</i>
21-30	\$ 3,000.00	\$ 4,500.00
31-40	\$ 4,000.00	\$ 6,000.00
41+	\$ 5,000.00	\$ 7,500.00

\$3000

To receive the 2019 One-Year, Early Adopters Grant amount, applicant must submit completed application to ICAP on or before May 1, 2019. Grant payments will be made directly to the third-party program provider on the member's behalf.

→ **Grant Contingencies:** To be eligible for this program and to continue receiving grant funds, members must comply with each of the following:

- Remain an ICAP member in good standing.
- Have representation at all available ICAP Law Enforcement Training.
- Agree to share all program usage data with ICAP so the Pool can determine compliance and continuing eligibility.
- Meet these compliance ratios:
 - End of Year 1: Completed review of policies through qualified program and developed plan to address suggested policy changes
 - End of Year 2: Completed 50% of policy revisions (based on feedback from qualified program) and developed plan to train officers on policies
 - End of Year 3: Completed 100% of policy revisions (based on feedback from qualified program) and developed plan to train officers on all policies

3 year process

3 year plan

Initials _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

**Subscription Pro-rated 2-months
(May thru June 2019)**

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 5/1/2019 End: 6/30/2019)	USD 1,387.00	5%	USD 69.00	USD 1,318.00
	Subscription Line Items Total			USD 69.00	USD 1,318.00
				USD 69.00	USD 1,318.00
	Subscription Pro-rated 2-months (May thru June 2019) Discount:				USD 69.00
	Subscription Pro-rated 2-months (May thru June 2019) TOTAL:				USD 1,318.00

**Annual Subscription Renewal -
July 2019**

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 8,325.00	5%	USD 416.00	USD 7,909.00
	Subscription Line Items Total			USD 416.00	USD 7,909.00
				USD 416.00	USD 7,909.00
	Annual Subscription Renewal - July 2019 Discount:				USD 416.00
	Annual Subscription Renewal - July 2019 TOTAL:				USD 7,909.00

*Law Enforcement pricing is based on 11 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Notes

Pricing based on 11 FT + 2 PT sworn.

Discount Notes

5% IACP member annual subscription discount

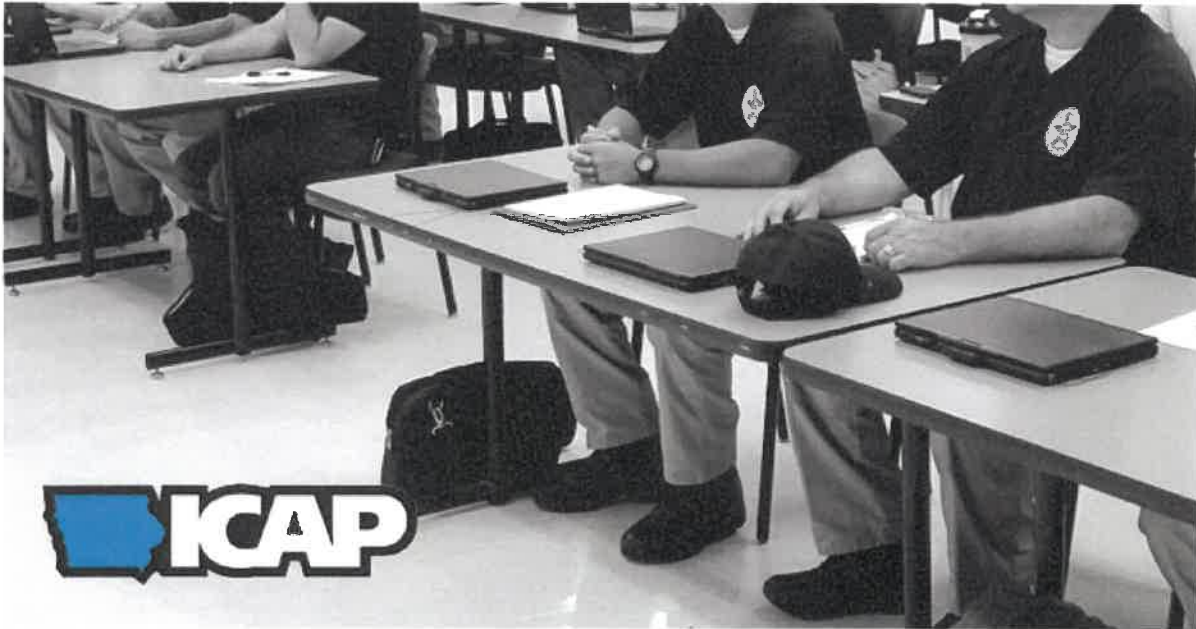
ICAP is Offering an Exclusive Grant Opportunity for Law Enforcement Departments

4 messages

ICAP Blue <kasi@icapiowa.com>
Reply-To: ICAP Blue <kasi@icapiowa.com>
To: bhinson@washingtioniowa.gov

Thu, Jan 10, 2019 at 4:49 PM

[View this email in your browser](#)



Limited time grant opportunity for law enforcement agencies.

Policy is an essential part of accountability, liability avoidance, and successful everyday operations in law enforcement. As law enforcement agencies face increased scrutiny, robust policies and training are more important than ever.

ICAP understands this, and **wants to help member law enforcement agencies afford the cost of qualified third-party programs** that assist with:

1. Policy review;
2. Implementation; and
3. Agency-wide training.

At its January Meeting, the ICAP Board of Directors voted to provide a limited-time grant opportunity to agencies that wish to implement a policy and training program. Even better, the Board has approved an **early-adopter bonus**, which will be **available to agencies that sign up for the program prior to May** of this year. This bonus will be applicable to the first year of the program, per the details below.

Be on the lookout for more information (and the relevant application!) in your inbox soon. In the meantime, take a look at the financial benefit below.

Agency Size	Standard Grant	First-Year, Early Adopter Grant
<10 Officers	\$ 1,500.00	\$ 2,250.00
11-20 Officers	\$ 2,000.00	\$ 3,000.00
21-30 Officers	\$ 3,000.00	\$ 4,500.00
31-40 Officers	\$ 4,000.00	\$ 6,000.00
41+ Officers	\$ 5,000.00	\$ 7,500.00

LEARN MORE



ICAP Blue © 2019

www.icapiowa.com

Want to change how you receive these emails?
You can [update your preferences](#) or [unsubscribe from this list](#).

ICAP Blue <kasi@icapiowa.com>
Reply-To: ICAP Blue <kasi@icapiowa.com>
To: bhinson@washingtioniowa.net

Thu, Jan 10, 2019 at 4:49 PM

[Quoted text hidden]

Brent Hinson <bhinson@washingtioniowa.gov>
To: Greg Goodman <ggoodman@washingtioniowa.gov>

Thu, Jan 10, 2019 at 5:06 PM

Greg:

*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

April 12, 2019

To: Mayor & 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: Fire Safety Inspections Policy

As the Council is aware, we have been working on a staff level to develop detailed procedures for inspections conducted under the International Fire Code following the resignation of our code official after many years of service. The Council adopted the International Fire Code a number of years ago, but have never had set procedures for these inspections. We also want to ensure that the Council is in agreement with how we are approaching things, as inspecting businesses isn't always universally popular.

These guidelines were developed by a staff committee including 3 Fire Department reps, Steve Donnolly, Illa Earnest, and me. We have been studying the issue since December, and have consulted with other cities on their procedures. Fire inspections come into play for circumstances like annual liquor licensed establishment renewals or for new construction, but can be applied in other circumstances as well, as detailed in the policy.

Overall, we think this is a fairly straightforward issue- we want the Council's input and agreement on how we approach fire inspections, much the same as we did before rental inspections were implemented. We think by establishing clear guidelines, we can give inspection staff the support they need, while ensuring a well-coordinated and customer-friendly approach.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIRE SAFETY INSPECTIONS POLICY

WHEREAS, the Washington Fire Department has conducted inspections under the International Fire Code for many years; and

WHEREAS, the City Council most recently adopted the 2015 International Fire Code by Ordinance, and inspections have operated under the auspices of this Code; and

WHEREAS, City staff wishes to have the Council's input and agreement on the specific procedures, approaches, and sanctions available to ensure compliance with the adopted code.

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

Section 1. The City Council hereby approves the attached Fire Safety Inspections Policy and form of inspection report, with the understanding that the inspection report may be administratively edited in the future in accordance with the governing policy and fire code.

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

PASSED AND APPROVED this 16th day of April, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

*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*

Fire Safety Inspections Policy

Purpose & Policy Background

Fire safety inspections in Washington are authorized under the adoption of the International Fire Code, and have been conducted for many years. The City Council now wishes to establish standard guidelines for the conduct of these inspections. The chief goals of fire safety inspections are to: 1) Protect life and property; and 2) To inform and educate the public and business owners on fire safety.

Fire prevention activities including education, engineering, and enforcement have proven to be the most effective way to reduce fire losses and to protect public safety.

For purposes of enforcement of the fire code, City staff shall rely on the definitions provided in the adopted International codes.

Policy

Fire safety inspections will be conducted by the Fire Code Official(s), who will generally be the Fire Chief, full-time Fire Drivers, and Building Official, but the Fire Chief will be responsible for appointing Fire Code Officials as he/she deems appropriate. Fire Code Officials should coordinate their work closely with the Building Official and City Clerk, as applicable. It will be the standard practice that a single Fire Code Official will lead the fieldwork portion of an individual inspections process from beginning to end to ensure consistent messaging to businesses and facilities being inspected. All Fire Code Officials are encouraged and supported to seek relevant training and certifications.

Inspections may be performed for a variety of reasons as identified by the Fire Code, but generally described by the following categories: Annual inspections of alcohol-licensed establishments, inspections of new construction, fireworks facility inspections, and requested or complaint-based inspections.

In all cases, the elimination of "distinct hazards" (serious violations of the Fire Code) will be prioritized, as will educating property owners on best practices and their responsibilities.

Scope of Inspections

Inspections will include visual inspection of interior and exterior property areas to identify potential hazards as per the Fire Safety Inspection Report, Attachment A to this policy. It is understood that the Inspection Report may be revised on a periodic basis at the direction of the Fire Chief within the general scope and intent of this policy.

Annual Inspections of Alcohol-Licensed Establishments

Alcohol-licensed establishments will be inspected on an annual basis prior to license renewal. In the event an establishment is licensed to sell tobacco but not alcohol, an annual inspection requirement will also apply, but businesses holding both alcohol and tobacco licenses will only be required to undergo a single routine annual inspection process, to be coordinated with its liquor license renewal timeframe.

The designated Fire Code Official is to contact the license holder's representative in advance to arrange a mutually agreeable time for an inspection, with a goal of making initial contact 60 days prior to license renewal. The license holder's representative will be encouraged to observe the inspection process itself. In the event that any violations can be immediately corrected or are minor in nature, the Fire Code Official may issue a written order with the violations noted and with an order to comply. Orders will generally seek compliance within 30 days, but no reinspection will be required until the next regularly scheduled inspection.

Reinspections are performed only if distinct hazards are identified that cannot be immediately resolved.

Completion of a satisfactory fire safety inspection is a requirement for alcohol license renewal. Inspectors will make every effort to work cooperatively with business owners and only the unwillingness or inability of the license holder to address distinct hazards in a reasonable and timely manner will be grounds for a recommendation of non-renewal of a license to sell alcohol or tobacco. In cases of businesses with local management but corporate ownership, both local management and corporate owners will be copied on all correspondence by the Fire Code Official.

Upon completion of a business inspection free of distinct hazards, the Fire Code Official will issue a signed certificate to the City Clerk for inclusion with the license renewal documentation provided to the City Council in their meeting packet.

Inspections of New Construction

Inspections of new construction will be coordinated by the Building Official, who will typically also act as the Fire Code Official for the project. Inspections will be coordinated as necessary with the owner's representative or contractor(s).

Facility inspections for which the State Fire Marshal's Office (SFMO) is mandated to provide inspections shall be reserved for the SFMO under normal circumstances, unless specifically requested by the SFMO and approved by the Fire Chief. The Fire Chief may consider factors such as timeliness or other project requirements in deciding to accept control of the inspection process.

Fireworks Inspections

Inspection of fireworks retailers will be conducted under Chapter 41.12 of the Washington Code of Ordinances and Chapter 727.2 of the Code of Iowa. The City is the primary inspection agency within the Washington city limits for fireworks sales outlets.

Requested or Complaint-Based Inspections

The Fire Chief will consider request for facility inspections as may come from time to time from the SFMO. Generally speaking, the City will not inspect nursing homes, hospitals, or other federally mandated facilities. Other facility inspections such as daycares, preschools, and foster cares will be considered. The Fire Chief may develop procedures for complaint-based inspections of facilities such as assembly uses, hotels, motels, and bed & breakfast inns as deemed prudent.

General Inspection/Reinspection Procedures & Fees

- Step 1: Initial Inspection; No fee for inspection
 - If distinct hazards are found, up to 30 days, at Fire Code Official discretion, to comply with written order subject to reinspection
 - If minor violations only are found, 30 days to comply, subject to verification at next regular inspection
- Step 2: 1st Reinspection
 - If violations corrected, no fee
 - If violations not corrected, fee of \$100 may be assessed at Fire Code Official discretion, no more than 15 additional days to comply
- Step 3: 2nd Reinspection
 - If violations corrected, no fee
 - If violations not corrected, possible license revocation, additional fee of \$250, possible referral to City Attorney for civil proceedings

Last Revised _____, 2019.

City of Washington Fire Safety Inspection Report

LICENSE APPLICATION # _____

"Fire Prevention has proven to be the most effective way to reduce fire losses through Education, Engineering, and Enforcement"

BUSINESS _____ SAFETY INSPECTOR _____

ADDRESS _____ DATE _____ RE-INSPECTION _____

(If necessary)

SIGNED _____

OWNER / REPRESENTATIVE NAME _____

I acknowledge receipt of this inspection report.

ADDRESS _____ DATE _____

SIGNED _____

E-Mail Address _____ Business Phone _____

Occupancy Classification _____

Construction Type _____

CITY OF WASHINGTON FIRE SAFETY STANDARDS

	Compliant		2015 IFC Code Reference	Explanation / Comments
	Yes	No	Section	
Exterior Property Areas				
Property ID on Building			505	
Vehicle Impact Protection			312	
C/O Exhaust / Hood Vents			603,904	
Electrical			605	
Flammable Liquids/Gas Storage			6107	
Emergency Exits			1008	
Knox Box			506	
Interior Property Areas				
Emergency Exits			604	
Exit Signage			604	
Combustible Storage (High Pile)			903	
Fire Extinguishers			906	
High Pressure Container Storage			5303, 6107	
Heat Producing Appliance			603	
Chemical Storage			2704	

CITY OF WASHINGTON FIRE SAFETY STANDARDS (CONTINUED)

	Compliant		2015 IFC Code Reference	Explanation / Comments
	Yes	No	Section	
Interior Property Areas (cont.)				
Fire Protection System			907	
Electrical			605	
Use of Temporary wiring as			605	
Venting of Combustion Products			603	
Combustion Products Clearance			603	

	Yes	No	Section	Explanation / Comments
Decals / Labels				
Electrical Room			605, 1083	
Sprinkler Room			509	
Do Not Bring L.P. Tanks Inside			6109	
Electrical Panel Door/s			605	
Door to Remain Unlocked			1008	
Fire Extinguishers			906	
Fuel Pump Shutoff			2309	

ADDITIONAL COMMENTS:

****All High Level Fire, Life Safety, and Electrical Hazards, Require Immediate Mitigation****
****All Electrical Work Requires Separate Electrical Permit****

Initial Inspection -- Days to Comply _____ Fee \$ 0.00

1st Re-Inspection as Needed _____ Fee \$ 0.00 If Compliant- 100.00 If Not

2nd Re-Inspection as Needed _____ Fee \$ 0.00 If Compliant- 250.00 If Not; Possible
License/Permit Revocation and Referral to City Attorney

Please Send/E-mail Written Documentation of compliance to firedept@washingtونيowa.gov or

Washington Fire Department

215 East Washington

Washington, Iowa 52353

Fire Sprinkler YES/NO _____ **Type** _____

Riser Location _____ **Last Inspection Date** _____

Fire Alarm System YES/NO _____ **Type** _____

Control Panel Location _____ **Last Inspection Date** _____

Hood Fire Suppression YES/NO _____ **Type** _____

Location _____ **Last Inspection Date** _____

Emergency Contact/Key Holder _____ **Phone#** _____

Emergency Contact/Key Holder _____ **Phone#** _____

City Official Signature _____ **Date** _____

RESOLUTION NO. _____

**RESOLUTION APPROVING A
MEMORANDUM OF UNDERSTANDING**

WHEREAS, Washington County Mini-Bus is an important agency in our community;
and

WHEREAS, to this end, voters approved a Local Option Sales Tax in 2002 that directs
25% of proceeds to transit services, thus making the City of Washington a significant
funder of this organization; and

WHEREAS, Mini-Bus wishes to make major improvements to their facility, and has
applied for a Public Transit Infrastructure Grant (PTIG) through the East Central Iowa
Council of Governments (ECICOG); and

WHEREAS, as Mini-Bus is a non-governmental private non-profit organization,
ECICOG has asked the City of Washington to be the governmental sponsor for this grant.

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

Section 1. The City Council hereby authorizes the Mayor to execute the
Memorandum of Understanding with ECICOG, attached as Exhibit A of this resolution,
to support the Washington County Mini-Bus PTIG application.

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

PASSED AND APPROVED this 16th day of April, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Brent Hinson

From: Brock Grenis
Sent: Thursday, April 4, 2019 10:49 AM
To: washminibus@gmail.com; Brent Hinson (bhinson@washingtioniowa.gov)
Cc: David Collins (wedg@washingtioniowa.org); Bob Yoder (byoder@co.washington.ia.us); Doug Elliott
Subject: Washington County Minibus Building Project - MOU

Cris and Brent,

Attached is the first draft of an Memorandum of Understanding needed to submit the grant application for the Minibus building project. We've tried incorporating the City of Washington into the agreement to satisfy the idea of Washington being the local government for which ECICOG would come to an agreement to lease the building should the grant be successful, but if more language is necessary please let us know.

This MOU is just the first step necessary to submit the grant application, and if successful we would need to proceed with more formal agreements which we could use the Jones County transit building as a template and starting point.

We will need an executed MOU back to our office by the week of April 22nd in order to proceed with the grant application, but at the very least no later than our next board meeting on April 25th.

Please let us know if you have any questions.

Thank you,

Brock Grenis; AICP

Transit Administrator/Planner

CORRIDOR RIDES

East Central Iowa Council of Governments

700 16th St NE Suite 301

Cedar Rapids, IA 52402

(319) 365-9941 ext 137



Washington County Mini Bus
1010 W. 5th St.
Washington, IA 52353

January 14, 2019

ECICOG
Board of Directors
700 16th St. NE, Suite 301
Cedar Rapids, IA 52402

To Whom It May Concern,

The Washington County Mini Bus (WCMB) would like to express their intent to apply for the Public Transit Infrastructure Grant. This intent is met with unanimous board approval. The WCMB Board of Directors understands that if the grant is awarded, the ownership of the buildings and the land would transfer to ECICOG.

Our project would include expanding our wash bay and shop area, remodeling our offices, dispatch area, conference room and break room, adding a second restroom and paving the entire parking lot. We are requesting funding from the Public Transit Infrastructure Grant for our expansion, remodeling and paving project as the estimated cost would exhaust all our cash reserves. The WCMB provided 64,333 rides and traveled 306,948 miles in 2018, the highest in ECICOG Region 10. The grounds and facilities need updating and upgrades. The WCMB recently updated our IT infrastructure, our phone system, and built a new building to house all our buses under one roof.

The estimated cost for the expansion, including remodeling and paving, is \$453,255.00.

Thank you in advance for your consideration of our intent to apply for the Public Transit Infrastructure Grant. Please feel free to contact either Cris Gaughan at 319-653-2853 or Woody Harden at 319-653-3695 with any questions you may have about this letter of intent.

Sincerely,

Woody Harden
Board President

Cris Gaughan
Transit Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “Memorandum”) is between **Washington County Minibus** (hereinafter “the Provider”), The City of Washington, IA (hereinafter “the Local Government”) and **East Central Iowa Council of Governments** (hereinafter “ECICOG”).

WHEREAS, the Provider operates under an Agreement with ECICOG to provide certain transportation services within Washington County, Iowa; and

WHEREAS, the Provider and ECICOG have heretofore deemed it necessary and desirable to reconstruct the building which houses the Provider’s offices and equipment (the “Facility”) and associated parking and driveway areas (with the Facility, known collectively as the “Project”); and

WHEREAS, to that end, ECICOG has agreed to submit an application for grant funding to the Iowa Department of Transportation via the Public Transit Infrastructure Grant program (“PTIG”) to secure funds for the reconstruction of the Project; and

WHEREAS, prior to reconstruction of the Project, the Local Government has agreed to enter into a Lease Agreement with ECICOG to allow for the use of the Facility to the Provider for the provision of transportation services in Washington County.

NOW, THEREFORE, the parties agree as follows:

SECTION 1: PURPOSE

It is the mutual desire of all parties to collaborate in the reconstruction of a building (the “Facility”), together with driveways and parking (collectively the “Project”), and the maintenance of said Project to be used by the Provider.

SECTION 2: DURATION OF THE AGREEMENT

The term of this Memorandum shall be from the date duly executed until such time as it is terminated by either party, in accordance with the Termination section of this Memorandum.

SECTION 3: DUTIES OF THE PROVIDER and LOCAL GOVERNMENT

- The Provider shall be responsible for the cost of the total Project not covered by a Public Transit Infrastructure Grant program (“PTIG grant”).

- The Provider shall be responsible for supplying all information needed by ECICOG to prepare the application for a PTIG grant to be submitted to the Office of Public Transit of the Iowa Department of Transportation.
- The Provider shall be responsible for paying all costs associated with the Project, and shall submit paid invoices to ECICOG for reimbursement through the PTIG grant, together with such certificates and proof of payment of contractors, subcontractors and material suppliers as ECICOG shall require.
- The Provider shall, in consultation with ECICOG, be responsible for determining the location, the design of, and securing bids for the reconstruction of the Project. The Provider shall, in consultation with ECICOG, be responsible for monitoring the reconstruction of the Project.
- Prior to commencement of the reconstruction of the Facility, the Local Government commits to enter into a lease agreement with ECICOG for the purpose of the Provider using the property for carrying out the duties of Washington County Minibus. This lease agreement shall require the Local Government to obtain liability and property insurance (both naming ECICOG as an insured), shall require the Provider to provide for the daily operation and maintenance of the property and pay all fees, costs, charges, assessments and taxes on the property.
- The Provider commits to allow ECICOG the opportunity to monitor the use of the property to ensure that the Project is being used in accordance with this Memorandum and all terms, conditions, covenants and restrictions applicable to ECICOG pursuant to the PTIG grant.

SECTION 5: DUTIES OF ECICOG

- ECICOG shall be responsible for the submission of an application for a grant to the Office of Public Transit of the Iowa Department of Transportation for the purpose of obtaining funds for the completion of the Project.
- ECICOG shall, solely to the extent funds are available through the PTIG grant to ECICOG, reimburse Washington County Minibus for 80% of allowable costs incurred related to the project or the maximum dollar amount of the PTIG grant, whichever is less.
- ECICOG commits to hold the title of said Project for the period required under the PTIG grant, or until the time the parties mutually agree to transfer the property to the Provider pursuant to a separate agreement, whichever is shorter. At the time of transfer, ECICOG shall transfer ownership of the Project to the Provider at no additional cost to the Provider, provided, the Provider will be responsible for deed preparation, recording and transfer fees, taxes and similar costs.
- Prior to commencement of the construction of the Facility, ECICOG shall enter into an exclusive lease agreement with the Provider for the purpose of using the Project for carrying out the duties of Washington County Minibus. The lease agreement shall include terms requiring ECICOG to relinquish maintenance authority over said Project and for the Provider to assume all financial responsibilities for operation, maintenance, fees, costs, assessments and taxes with respect to the property.

SECTION 6: TERMINATION

This Memorandum may be terminated by mutual agreement of all parties. Termination shall be executed by a written agreement signed and dated by both parties. In the event that this Memorandum is terminated unilaterally, any costs incurred by ECICOG and/or the Provider that are not allowed for reimbursement through the PTIG grant will be the responsibility of the Provider. In the event that this Memorandum is terminated after completion of the project and the Facility is no longer used for transit purposes, the Provider will be responsible for reimbursing the Iowa Department of Transportation the prorated grant award in accordance with the terms of the PTIG grant.

SECTION 7: HOLD HARMLESS

The Provider and Local Government will indemnify and save ECICOG, and its directors, officers and employees, harmless from and against any and all losses, costs, charges, expenses, judgments, and liabilities incurred by it or them while it or they are acting to carry out the transactions contemplated by this Memorandum or to safeguard its or their interests or ascertain, determine, or carry out its or their interests or ascertain, determine, or carry out its or their obligations under this Memorandum or any law or contract applicable to the transaction contemplated by this Memorandum. In case any action shall be brought against one or more of the indemnified parties in respect of which indemnity may be sought against the Provider, the indemnified parties shall promptly notify the Provider in writing, and the Provider shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement.

SECTION 8: APPLICABLE LAWS; SUCCESSORS

The parties agree that its employees, agents and subcontractors shall comply with all applicable federal, state, and local laws, rules ordinances, regulations and orders when performing the respective obligations of the parties under this Memorandum. In the event litigation is necessary, both parties agree the appropriate jurisdiction is Washington County, IA. This Memorandum shall be binding on the successors of each party.

SECTION 9: AMENDMENTS

This Memorandum may be amended in writing from time to time by mutual consent of the parties. All amendments to this Memorandum must be in writing and fully executed by the parties. The parties agree to amend this Memorandum if required by the terms associated with the PTIG grant.

This Memorandum of Understanding is entered into by the Provider and ECICOG on the dates of the signatures below.

Woody Harden
Chairperson
Washington County Minibus

Doug Elliot
Director
East Central Iowa Council of Governments

Date

Date

Mayor
City of Washington, Iowa

Date

*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

April 12, 2019

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

From: Brent Hinson
City Administrator

Re: Information Technology Disaster Recovery Plan

As has been recommended by the State Auditor, we have developed an IT Disaster Recovery Plan. Thanks to Greg for all his work on this.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING INFORMATION
TECHNOLOGY DISASTER RECOVERY PLAN**

WHEREAS, the City Council recognizes the risks disaster events may present to the City's information technology capabilities and continuity of operations; and

WHEREAS, the State Auditor has recommended that the City of Washington create and adopt a detailed Information Technology Disaster Recovery Plan; and

WHEREAS, City staff has developed such a plan and has presented said plan to Council for review and consideration.

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

Section 1. The City Council hereby adopts the Information Technology Disaster Recovery Plan attached as Exhibit A to this resolution.

PASSED AND APPROVED this 16th day of April, 2019.

Jaron P. Rosien, Mayor

Illa Earnest, City Clerk

City of Washington Information Technology Disaster Recovery Plan



April 2019

Table of Contents

- Executive Summary1**
- Introduction..... 2**
 - Definition of a Disaster2
 - Purpose.....2
 - Scope.....2
 - Version Information & Changes3
- Disaster Recovery Teams & Responsibilities..... 4**
 - Senior Management Team.....5
 - Disaster Recovery Lead.....6
 - Facilities Team.....7
 - Network Team.....8
 - Applications Team.....9
 - Operations Team10
 - Communication Team12
 - Finance Team13
- Disaster Recovery Call Tree 14**
 - Data and Backups.....15
- Communicating During a Disaster 16**
 - Communicating with the Authorities16
 - Communicating with Vendors17
 - Communicating with the Media18
- Dealing with a Disaster 19**
 - Disaster Identification and Declaration.....19
 - DRP Activation.....20
 - Communicating the Disaster20
 - Assessment of Current and Prevention of Further Damage.....20
 - Standby Facility Activation21
 - Restoring IT Functionality21
- Restoring IT Functionality..... 22**
 - Current System Architecture22
 - IT Systems23
- Plan Testing & Maintenance 24**
 - Maintenance24
 - Testing25

Executive Summary

This Disaster Recovery Plan (DRP) is intended to be a resource to assist in the City of Washington's ability to withstand, as well as recover from a disaster. The DRP identifies Disaster Recovery Leads and Senior Management Team, as well as a team-based approach to dealing with the key identified categories of: Facilities, Network, Applications, Operations, Communication, and Finance. Additionally, the plan deals with Disaster Recovery Call Tree, Communicating During a Disaster, Dealing with a Disaster, Restoring IT Functionality, and Plan Testing & Maintenance.

Senior Management Team	Disaster Recovery Leads
Jaron Rosien, Mayor Danielle Pettit-Majewski, Ward 1 Council Steve Gault, Ward 2 Council Brendan DeLong, Ward 3 Council Fran Stigers, Ward 4 Council Millie Youngquist, At-Large Council Elaine Moore, At-Large Council Brent Hinson, City Administrator	Brent Hinson, City Administrator Keith Henkel, Engineering Technician

Disaster Recovery Teams	Team Categories					
	Facilities	Network	Applications	Operations	Communication	Finance
Kelsey Brown, Finance Director	X		X	X	X	X
Deb Wagler, Utility Billing Clerk	X					
Jenisa Harris, Library Assistant	X					
Rhonda Hill, Police Admin Asst	X				X	
Karolyn Skubal, Impressions CC		X	X			
Kendall Sinn, iTech		X	X			
Chad Berg, BDH Technology		X	X			
Bryna Walker, Library Director			X	X		
Greg Goodman, Police Chief			X	X		
JETCO			X			
Illa Earnest, City Clerk				X	X	
Tom Wide, Fire Chief				X		
Nick Pacha, Park Supt				X		
Nick Duvall, Cemetery Sexton				X		
JJ Bell, M/C Supt				X		
Kyle Wellington, WTP Supt				X		
Fred Doggett, WWTP Supt				X		
Linda Krotz, City Admin Asst					X	
Brent Hinson, City Administrator						X
Jaron Rosien, Mayor						X

The plan includes the specifics of backup of data, communicating with authorities, communicating with vendors, communicating with the media, disaster identification & declaration, DRP activation, assessment of damage, standby facility activation, current IT system architecture, and IT maintenance & testing.

While it is typically not possible to anticipate or prevent disasters, those of natural origin particularly, it is hoped that by adoption and implementation of this plan that the City of Washington will be ready if and when disaster strikes.

Brent Hinson

From: Kevin D. Olson
Sent: Monday, April 8, 2019 10:38 AM
To: Illa Earnest; Brent Hinson; Steve Donnolly
Subject: Fwd: Barthelman Conveyance Agreement
Attachments: 5580 Conveyance Agreement - Barthelman.docx

Can we put the Barthelman agreement on the April 16 agenda for approval? I have attached a clean copy.

Thanks, Kevin

----- Forwarded message -----

From: Kevin D. Olson <kevinolsonlaw@gmail.com>
Date: Mon, Apr 8, 2019 at 10:07 AM
Subject: Re: Barthelman Conveyance Agreement
To: Phil Parsons <phil@bordwelllaw.com>

Yes, it will be on the next meeting on the 16th.

On Mon, Apr 8, 2019 at 8:37 AM Phil Parsons <phil@bordwelllaw.com> wrote:

Kevin,

We are ok with the changes. Can you place this matter the City's agenda, and we will get it signed and over to you as soon as we can. Thank you.

Phil Parsons
Bordwell Law Office PLC, Attorneys at Law
phil@bordwelllaw.com

PO Box 308, Washington, Iowa 52353
Voice [319-653-2177](tel:319-653-2177) FAX [319-653-4797](tel:319-653-4797)

DISCLAIMER: This e-mail is intended solely for the addressees named above and any other use is prohibited. We do not accept legal responsibility for the contents of this message if it has reached you via the Internet. Any opinions expressed are those of the author and are not necessarily endorsed by the company. Recipients are advised to apply their own virus check to this message and all incoming e-mail on delivery.

NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sec. 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention,

dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to sender that you have received the message in error, then delete it. Thank you.

From: Kevin D. Olson <kevinolsonlaw@gmail.com>

Sent: Sunday, April 7, 2019 6:05 PM

To: Phil Parsons <phil@bordwelllaw.com>; Steve Donnolly <sdonnolly@washingtioniowa.gov>

Subject: Barthelman Conveyance Agreement

Mr. Parsons, please find attached a red-lined version of the Barthelman agreement to construct a garage on an adjacent lot.

If satisfactory, please accept the changes and have the document signed and notarized by your clients. The City Council will then have to approve the agreement for execution.

Let me know if you have any questions.

Kevin

Prepared by: Phil Parsons, 206 West Main Street, Washington, IA 52353, 319-653-2177

Return to: Phil Parsons, 206 West Main Street, Washington, IA 52353

CONVEYANCE AGREEMENT

This Agreement is made this _____ day of _____, 2019, between Kim D. Barthelman and Brenda C. Barthelman, husband and wife (hereinafter "Owners"), and the City of Washington, IA (hereinafter "City").

WHEREAS, the Owners own two adjoining tracts of land located in the City of Washington, IA:

Tract I is legally described as follows:

The South One Hundred and Ten Feet (110 ft.) of Lot Twenty (20) and the South One Hundred and Ten feet (110 ft.) of the West Half of Lot Nineteen (19) in Woodlawn Sub-Division of Out Lot Three (3) in A.W. Chilcote's Out Lot Addition to South East Washington, one of the Additions to the Town, now City, of Washington, in Washington County, Iowa.

Tract II is legally described as follows:

The South One Hundred and Ten (110) feet of Lot Eighteen (18) and the South One Hundred and Ten (110) feet of the East Half (E½) of Lot Nineteen (19) in Woodlawn Sub-Division of Out Lot Three (3) in A. W. Chilcote's Out Lot Addition to South East Washington, one of the Additions to the Town, now City of Washington; in Washington County, Iowa.

WHEREAS, as of the date of this Agreement, Tract I contains a residential dwelling, and Tract 2 does not contain a residential dwelling, but contains a single outbuilding.

WHEREAS, Owners desire to build a new garage on Tract II and have applied for a building permit with the City.

WHEREAS, prior to the City approving the Owners' building permit, the City is requiring the Owners to agree to treat Tract I and Tract II as a single parcel for purposes of future conveyances.

WHEREAS the parties agree as follows:

1. The Owners, their heirs, successors, and assigns agree that they shall treat Tract I and Tract II as a single parcel for purposes of any future conveyances, and they agree they shall not sell Tract I or Tract II independent of one another without advanced City approval.
2. Upon the signing of this Agreement and submission of a recorded copy of this Agreement to the City, the City agrees to promptly grant the Owners a building permit to construct a garage on Tract II upon submission of appropriate plans and permits for said garage.

Kim D. Barthelman, Owner

Jaron P. Rosien, Mayor

ATTEST:

Brenda C. Barthelman, Owner

Illa Earnest, City Clerk

STATE OF IOWA, COUNTY OF Washington, ss:

This instrument was acknowledged before me on this _____ day of _____, 20___, by: Kim D. Barthelman and Brenda C. Barthelman.

_____, Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this _____ day of _____, 20___, by: Jaron P. Rosien and Illa Earnest, as Mayor and City Clerk respectively of the City of Washington, Iowa.

_____, Notary Public

I:\z\5500\5580\5580 Conveyance Agreement

Summary

Parcel ID 1120204025
 Property Address N/A
 Sec/Twp/Rng N/A
 Brief Tax Description 20 WOODLAWN SD S 110 FT LOT 18 19 &
 (Note: Not to be used on legal documents)
 Deed Book/Page 2018-3092 (9/5/2018)
 Contract Book/Page
 Gross Acres 0.00
 Net Acres 0.00
 Class R - Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 District WACWS - WASHINGTON CITY/WASHINGTON SCH
 School District WASHINGTON COMMUNITY SCHOOL

[View Map](#)



Owner

Deed Holder
 Barthelman, Kim D. & Brenda C.
 802 E Van Buren St
 Washington IA 52353

Contract Holder

Mailing Address
 Barthelman, Kim D. & Brenda C.
 802 E Van Buren St
 Washington IA 52353

Land - Assessor

Lot Dimensions Regular Lot: 132.00 x 110.00
 Lot Area 0.33 Acres; 14,520 SF

Residential Dwellings - Assessor

Residential Dwelling
 Occupancy Single-Family / Owner Occupied
 Style 1 Story Frame
 Architectural Style N/A
 Year Built 1959
 Exterior Material Vinyl
 Total Gross Living Area 960 SF
 Attic Type None;
 Number of Rooms 5 above; 0 below
 Number of Bedrooms 3 above; 0 below
 Basement Area Type Full
 Basement Area 960
 Basement Finished Area
 Plumbing 1 Full Bath; 1 Toilet Room;
 Central Air Yes
 Heat FHA - Gas
 Fireplaces
 Porches 1S Frame Enclosed (115 SF);
 Decks
 Additions
 Garages 882 SF - Det Frame (Built 1959);
 840 SF (24F W x 35F L) - Det Metal (Built 1952);

Sales - Assessor

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/5/2018	STARR, BRENDA K.	BARTHELMAN, KIM D. & BRENDA C.	2018-3092	Normal	Deed		\$20,000.00
1/1/2018	LAWS, RICK R. & TRACY	BARTHELMAN, KIM D. & BRENDA C.	2018-0313	Normal	Deed		\$116,000.00
8/22/2017	MCAVOY, DONALD D.	LAWS, RICK R. & TRACY	2017-3094	Normal	Deed		\$31,000.00
6/14/2016	MCAVOY, DONALD D. & SANDRA	MCAVOY, DONALD D.	2016-2178	Other with explanation	Affidavit		\$0.00
5/20/2009	MERCER, ROBERT J. & OPAL K.	STARR, BRENDA K.	2009-2374	Normal	Deed		\$76,000.00
7/15/2003	MCAVOY, DONALD D.	MCAVOY, DONALD D. & SANDRA	2003-4129	Other with explanation	Deed		\$0.00
6/20/2003	MCAVOY, ROBERT G.	MCAVOY, DONALD D.	2003-3736	Other with explanation	Deed		\$0.00
6/27/1997	GUENTHER	MERCER	257-250	Normal	Deed		\$68,000.00
6/18/1990	GUENTHER	GUENTHER	67-421	Quit Claim Deed	Deed		\$0.00
7/28/1988	TODD	MCAVOY	65-24	Normal	Deed		\$36,000.00
3/1/1975	GUENTHER	GUENTHER	67-421	Normal	Deed		\$0.00
3/1/1955	FAJMON	GUENTHER	31-574	Normal	Deed		\$6,750.00

Valuation

Classification	
+ Assessed Land Value	
+ Assessed Building Value	
+ Assessed Dwelling Value	
= Gross Assessed Value	
- Exempt Value	
= Net Assessed Value	

2018	
Residential	\$29,200
	\$0
	\$98,600
	\$127,800
	\$0
	\$127,800

Tax History - Treasurer

Map Link



Iowa Land Records

[View Deed \(2018-3092\)](#)

Data for Washington County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1993. For records prior to 1993, contact the County Recorder or Customer Support at www.iowaLandRecords.org.

Photos - Assessor



Sketches - Assessor

*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

April 12, 2019

To: Mayor & 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: South 15th Improvements Award of Contract

We received two bids on the project, with the low bid of \$719,238.36 from DeLong Construction. The engineer's estimate was \$911,440, so this is great news. We look forward to working with DeLong on the project. We don't have any indication yet of a pre-construction meeting or construction start date.

Because of the bid coming in so far under our number, we will probably have some budgetary flexibility to look into some additional street maintenance work this spring, which is badly needed after a very hard winter.

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as “2019 South 15th Improvements Project” has been designed and publicized for bid, and bids were received on April 11, 2019.

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

Section 1. That the following bid for the construction of certain public improvements described in general as “2019 South 15th Improvements Project” be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: DeLong Construction, Inc.

Amount of Bid: \$719,238.36

Section 2. That the Mayor and Clerk are hereby directed to execute contract & ancillary documents with the contractor for the construction of said public improvements.

PASSED AND APPROVED, this 16th day of April, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

April 12, 2019

City of Washington
Brent Hinson, City Administrator
215 E. Washington St
Washington, IA 52353

Re: South 15th Ave. Pavement & Subdivision Project
Washington, IA
G&A 5016276

Dear Brent:

Bids for the referenced work were received on April 11, 2019. As shown on the attached bid tabulation two bids were received.

The low bid for the project was received from DeLong Construction, Inc. of Washington in the amount of \$719,238.36. The Engineer's Opinion of Probable Costs for the work was \$911,440.00. Garden & Associates Ltd. is familiar with DeLong Construction, Inc. and their work and based on our review of the bid we recommend award of contract to DeLong Construction, Inc.

Enclosed is the Notice of Award. Should the council award the project, please sign all three (3) copies of the award, keep one (1) copy for the City records and return the remaining copies to Garden & Associates.

If you have any questions, please contact me at 641-672-2526.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

Enc: Bids
Notice of Award (3)

JP/mb

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

BID TAB SHEET
South 15th Avenue Pavement Reconstruction and
Subdivision Project
Washington, Iowa
Bids received April 11, 2019
G&A 5016276

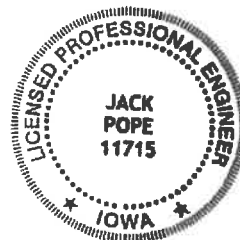
No.	Item	Unit	Estimated Quantity	DeLong Construction Inc. Washington, IA 52353		Cornerstone Excavating, Inc. Washington, IA 52353		Engineer's Opinion of Probable Cost	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
2.	Excavation, Class 10	CY	3,595	\$7.00	\$25,165.00	\$15.25	\$54,823.75	\$11.00	\$39,545.00
3.	Subgrade Preparation (12" Thick)	SY	5,150	\$2.20	\$11,330.00	\$2.00	\$10,300.00	\$2.00	\$10,300.00
4.	Subbase, Modified	SY	5,150	\$6.30	\$32,445.00	\$6.75	\$34,762.50	\$10.00	\$51,500.00
5.	Compaction Testing	LS	1	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
6.	Trench Foundation	TON	50	\$20.00	\$1,000.00	\$23.00	\$1,150.00	\$35.00	\$1,750.00
7.	Trench Compaction Testing (Water Main, Storm Sewer, Sanitary Sewer)	LS	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8.	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	541	\$21.00	\$11,361.00	\$32.50	\$17,582.50	\$40.00	\$21,640.00
9.	Sanitary Sewer Service Stub, PVC, 4"	LF	400	\$23.00	\$9,200.00	\$30.00	\$12,000.00	\$30.00	\$12,000.00
10.	Storm Sewer, Trenched, 15"	LF	1,096	\$40.00	\$43,840.00	\$39.00	\$42,744.00	\$50.00	\$54,800.00
11.	Storm Sewer, Trenched, 18"	LF	875	\$37.00	\$32,375.00	\$40.00	\$35,000.00	\$60.00	\$52,500.00
12.	Removal of Storm Sewer, <18" Dia.	LF	500	\$5.00	\$2,500.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00
13.	Subdrain, Longitudinal, 4"	LF	2,600	\$5.50	\$14,300.00	\$8.50	\$22,100.00	\$10.00	\$26,000.00
14.	Subdrain Outlets and Connections, CMP or PVC, 6"	EA	18	\$400.00	\$7,200.00	\$250.00	\$4,500.00	\$300.00	\$5,400.00
15.	Storm Sewer Service Stub, PVC, 4" or 6"	LF	25	\$25.00	\$625.00	\$32.00	\$800.00	\$30.00	\$750.00
16.	Water Main, Trenched, DIP w/Nitrile Gaskets, 4"	LF	20	\$95.00	\$1,900.00	\$300.00	\$6,000.00	\$120.00	\$2,400.00
17.	Water Main, Trenched, PVC, 8"	LF	1,130	\$21.00	\$23,730.00	\$36.00	\$40,680.00	\$30.00	\$33,900.00
18.	Water Main, Trenched, DIP w/Nitrile Gaskets, 8"	LF	100	\$55.00	\$5,500.00	\$80.00	\$8,000.00	\$75.00	\$7,500.00
19.	Water Main, Trenched, PVC, 12"	LF	500	\$31.00	\$15,500.00	\$40.00	\$20,000.00	\$60.00	\$30,000.00
20.	Water Service Pipe, Trenched, Type K Copper, 1"	LF	625	\$20.00	\$12,500.00	\$25.00	\$15,625.00	\$25.00	\$15,625.00
21.	Water Service Corporation, 1"	EA	21	\$340.00	\$7,140.00	\$300.00	\$6,300.00	\$300.00	\$6,300.00
22.	Water Service Curb Stop and Box, 1"	EA	21	\$290.00	\$6,090.00	\$350.00	\$7,350.00	\$500.00	\$10,500.00
23.	Gate Valve, 8"	EA	7	\$1,200.00	\$8,400.00	\$1,250.00	\$8,750.00	\$1,500.00	\$10,500.00
24.	Gate Valve, 12"	EA	1	\$2,100.00	\$2,100.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00
25.	Tapping Valve Assembly, 12"x 12"	EA	1	\$4,950.00	\$4,950.00	\$6,800.00	\$6,800.00	\$4,000.00	\$4,000.00
26.	Fire Hydrant Assembly	EA	4	\$3,900.00	\$15,600.00	\$4,600.00	\$18,400.00	\$4,500.00	\$18,000.00
27.	Fire Hydrant Assembly Removal	EA	1	\$500.00	\$500.00	\$950.00	\$950.00	\$500.00	\$500.00
28.	Valve Box Removal	EA	1	\$500.00	\$500.00	\$250.00	\$250.00	\$250.00	\$250.00
29.	Connection No. 1	LS	1	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$3,000.00	\$3,000.00
30.	Connection No. 2	LS	1	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$3,000.00	\$3,000.00
31.	Lower Existing Water Main, 6" Dia.	EA	2	\$1,900.00	\$3,800.00	\$4,500.00	\$9,000.00	\$3,000.00	\$6,000.00
32.	Lower Existing Water Main, 12" Dia.	EA	1	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
33.	Manhole, SW-301, 48" Dia.	EA	2	\$3,300.00	\$6,600.00	\$4,600.00	\$9,200.00	\$4,300.00	\$8,600.00
34.	Manhole, SW-401, 48" Dia.	EA	4	\$2,795.00	\$11,180.00	\$3,100.00	\$12,400.00	\$4,300.00	\$17,200.00
35.	SW-501 Intake	EA	8	\$2,750.00	\$22,000.00	\$3,750.00	\$30,000.00	\$3,500.00	\$28,000.00
36.	SW-502 Intake, 48" Dia.	EA	2	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00	\$4,500.00	\$9,000.00
37.	SW-512 Intake, 24" Riser, Cast 1	EA	2	\$2,300.00	\$4,600.00	\$2,250.00	\$4,500.00	\$2,500.00	\$5,000.00
38.	SW-513 Intake, 4' x 4'	EA	6	\$4,300.00	\$25,800.00	\$4,200.00	\$25,200.00	\$4,000.00	\$24,000.00
39.	Drop Connection	EA	1	\$5,000.00	\$5,000.00	\$4,750.00	\$4,750.00	\$2,000.00	\$2,000.00
40.	Manhole Adjustment, Major	EA	2	\$1,200.00	\$2,400.00	\$3,000.00	\$6,000.00	\$500.00	\$1,000.00
41.	Connection to Existing Manhole	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$400.00	\$400.00
42.	Remove Existing Manhole	EA	1	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$500.00	\$500.00
43.	Remove Existing Intake	EA	3	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
44.	Pavement, PCC, 7" Thick	SY	4,550	\$43.00	\$195,650.00	\$46.75	\$212,712.50	\$45.00	\$204,750.00
45.	Curb and Gutter, 30" and 36" Width, 7" Thick	LF	29	\$50.00	\$1,450.00	\$60.00	\$1,740.00	\$35.00	\$1,015.00
46.	PCC Pavement Samples and Testing	LS	1	\$7,000.00	\$7,000.00	\$11,000.00	\$11,000.00	\$4,000.00	\$4,000.00
47.	Removal of Driveway	SY	171	\$10.00	\$1,710.00	\$10.00	\$1,710.00	\$15.00	\$2,565.00
48.	Sidewalk, PCC, 4" Thick	SY	361	\$41.22	\$14,880.42	\$51.25	\$18,501.25	\$45.00	\$16,245.00
49.	Sidewalk, PCC, 6" Thick	SY	76	\$47.97	\$3,645.72	\$58.00	\$4,408.00	\$50.00	\$3,800.00
50.	Detectable Warning	SF	20	\$15.50	\$310.00	\$18.00	\$360.00	\$45.00	\$900.00
51.	Driveway, Paved, PCC, 6" Thick	SY	301	\$49.77	\$14,980.77	\$60.00	\$18,060.00	\$50.00	\$15,050.00
52.	Driveway, Granular (Class A Crushed Stone, IDOT Gradation No. 11)	TON	64	\$30.00	\$1,920.00	\$25.00	\$1,600.00	\$35.00	\$2,240.00
53.	Full Depth Patches (HMA, 6" Thick)	SY	405	\$70.76	\$28,657.80	\$63.50	\$25,717.50	\$75.00	\$30,375.00
54.	Subbase Overexcavation	TON	130	\$48.88	\$6,354.40	\$28.00	\$3,640.00	\$35.00	\$4,550.00
55.	Curb and Gutter Removal	LF	29	\$29.25	\$848.25	\$15.00	\$435.00	\$10.00	\$290.00
56.	Temporary Traffic Control	LS	1	\$2,750.00	\$2,750.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
57.	Hydraulic Seeding, Fertilizing, and Mulching	LS	1	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
58.	SWPPP Preparation	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
59.	SWPPP Management	LS	1	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00
60.	Silt Fence	LF	500	\$2.00	\$1,000.00	\$2.25	\$1,125.00	\$6.00	\$3,000.00
61.	Silt Fence - Removal of Sediment	LF	500	\$1.00	\$500.00	\$1.00	\$500.00	\$6.00	\$3,000.00
62.	Silt Fence, Removal of Device	LF	500	\$1.00	\$500.00	\$0.50	\$250.00	\$3.00	\$1,500.00
63.	Removal of Fence	LF	350	\$1.00	\$350.00	\$4.50	\$1,575.00	\$8.00	\$2,800.00
64.	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$31,000.00	\$31,000.00	\$50,000.00	\$50,000.00
TOTAL BASE BID					\$719,238.36		\$874,252.00		\$911,440.00

I hereby state that the aforementioned bid tabulation is a fair representation of those bids received April 11, 2019 for South 15th Avenue Pavement Reconstruction and Subdivision Project - Washington, IA.

Jack Pope
 Jack Pope, P.E.

4-11-19

License No. 11715 (Renewal Date: 12/31/19)



*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

April 12, 2019

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

From: Brent Hinson
City Administrator

Re: Wellness Park Concession & Restroom Structures Bids

We received bids on March 28 on the planned Phase 1B, the concessions and restrooms structures. The results were not good. We only received one bid, and this was \$755,419. This does not include a payment of \$59,685 to Engineered Building Design for a significantly discounted rate on wood framing packages and labor. Thus, we are at \$815,104 versus a probable max budget of \$400,000 for these improvements. Therefore, we are advising the Council to reject bids at Tuesday's meeting. However, we believe we have a basic plan on how to proceed from here, as I will describe.

After we received the single bid on March 28, we initiated conversation with lone bidder Bushong Construction related to their ideas for economizing on the project. We are currently working with Bushong on the Fire Station, and they are also involved in the Y project, and have developed a good relationship. This led to a meeting between Doug Mertens of Bushong, Nick Pacha, Keith Henkel, and me on April 9 to discuss "value engineering" ideas. Doug was able to provide us with a gross amount of around \$240,000 in savings, which nets out to probably closer to \$170,000 after you net out additional payments to Alliant and EBD as a result of those changes. This was helpful, but with the two structures still does not put us anywhere near where we need to be. I have attached an updated project budget, and you can see that we are stretched to the limit even if we get all the grants we have applied for and if we assume we have \$400,000 available to spend on structures.

Therefore, here is the concept at this time: 1) Council rejects the bid for the two structures on Tuesday; 2) We plan on constructing only the concessions building at this time, with potentially a few additional restroom stalls (Men's & Women's RR vs. Family to economize

on space), and also take into account as many of Bushong's value engineering ideas as possible; and 3) We bid the revised concessions structure along with the fields project. The structure changes probably put us close to the \$400,000 budget, and we can always build the restrooms building in a future phase. We also stay on schedule on having playable fields for the 2020 season by rolling the concessions building in with the fields project. Finally, hopefully the larger project that will result from putting the two sub-phases together will hopefully get us more (and more aggressive) bids from contractors.

For reference, here is the planned schedule for the fields project, which would also include the concessions structure if we decide to proceed in this manner:

1. May 21, 2019 City Council to set date for public hearing
2. June 4, 2019 City Council to hold public hearing
3. June 13, 2019 Open Bids at City Hall
4. June 18, 2019 City Council to Consider Bid Award
5. July 2, 2019 City Council to Consider Contracts and Notice to Proceed

We should know by May 15 if we got the Riverboat Foundation grant, which is the most critical part of our overall funding. If we do not get funded, we will probably have to go completely back to the drawing board. If we get partially funded, we may have to consider cutting the lighting out of the project or even whether we can afford to do all of the fields at this time. As the Council is aware, we ended up applying for \$650,000 rather than the planned \$400,000 because our cost estimates have increased by a great deal since we started planning.

RESOLUTION NO. _____

**A RESOLUTION REJECTING ALL BIDS FOR THE WELLNESS PARK
CONCESSION & RESTROOM STRUCTURES PROJECT**

WHEREAS, the construction project known as “Wellness Park Concession & Restroom Structures Project” has been designed and publicized for bid, and bids were received on March 28, 2019; and

WHEREAS, the bids received do not fit the budget established for this project, and the Council desires that additional planning and design work be done to bring the project within budget, while still meeting all critical needs.

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

Section 1. That all bids for the construction of certain public improvements described in general as “Wellness Park Concession & Restroom Structures Project” be and are hereby rejected.

PASSED AND APPROVED, this 16th day of April, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

City of Washington
Wellness Park Phase 1
April 12, 2019

<u>Uses</u>	<u>Phase 1A:</u> <u>Grading & Utilities</u>		<u>Phase 1B:</u> <u>Fields & Structures</u>		<u>Totals</u>
Grading & Util Contract	\$	850,292.00		\$	850,292.00
Water Main	\$	60,000.00		\$	60,000.00
Roads, Trails, Parking			\$	393,359.00	\$ 393,359.00
Playing Fields			\$	973,050.00	\$ 973,050.00
Buildings			\$	400,000.00	\$ 400,000.00
Lighting- 2 Fields			\$	300,000.00	\$ 300,000.00
Contingency	\$	45,514.60	\$	103,320.45	\$ 148,835.05
Inspections	\$	18,000.00	\$	10,000.00	\$ 28,000.00
Engineering	\$	54,617.52	\$	108,882.48	\$ 163,500.00
Total Uses	\$	1,028,424.12	\$	2,288,611.93	\$ 3,317,036.05

Sources

General Obligation Bond	\$	762,139.56	\$	349,752.64	\$ 1,111,892.20
Riverboat Mun Grant	\$	206,284.56	\$	475,000.00	\$ 681,284.56
Park Gift Fund			\$	100,000.00	\$ 100,000.00
WP Fund- Farm Lease			\$	60,000.00	\$ 60,000.00
City Donation- Water Main	\$	60,000.00			\$ 60,000.00
City Donation- Road			\$	64,899.00	\$ 64,899.00
Minnesota Twins			\$	10,000.00	\$ 10,000.00

Anticipated But Not Secured:

In-Kind Donations			\$	115,315.00	\$ 115,315.00
City Infrastructure TIF Loan			\$	107,000.00	\$ 107,000.00
Kansas City Royals			\$	15,000.00	\$ 15,000.00
Wellmark Grant			\$	100,000.00	\$ 100,000.00
MLB Baseball Tomorrow Grant			\$	241,925.00	\$ 241,925.00
Riverboat Competitive Grant			\$	650,000.00	\$ 650,000.00

Total Sources \$ 1,028,424.12 \$ 2,288,891.64 \$ 3,317,315.76

Sources/Uses \$ - \$ 279.71 \$ 279.71

Brent Hinson

From: Jack Seward Jr.
Sent: Thursday, April 11, 2019 12:40 PM
To: Brent Hinson (bhinson@washingtoniowa.gov); Jaron Rosien (jrosien@washingtoniowa.gov)
Cc: Jack Seward Jr.; festus.x96@gmail.com; Ryan Miller (millers1234@hotmail.com)
Subject: Resolution for communications funding and entering into the new 28E
Attachments: 28E Washington County Funding Agreement 10APR19.docx; City-Washington Resolution to Adopt 28E and Amend Previous 28E 10APR2019.docx

These are the 2 things that should be passed by the Washington City Council to make the changes to the updated 28E for emergency communications that we have been working on for the last several months.

The resolution expresses the intent to enter into the agreement, and references the attached 28E document, so it can all be done in one agenda item.

The emergency management commission and the Public Safety Commission (aka the communications board) adopted the resolution last night and signed several copies of the 28E so each party will have original signatures on their copy, plus a copy to record and send to the Secretary of State.

You may reformat the resolution if you wish, and when it is approved and adopted, I'll arrange to bring over the docs that have already been signed to add the City signatures to them.

Let me know if there is anything else you need or have any questions at all.

Thanks

Jack

Jack Seward Jr. District 1 Supervisor
Washington County Board of Supervisors
222 West Main Street
PO Box 889
Washington, IA 52353

<http://co.washington.ia.us>
JSeward@co.washington.ia.us
Festus.x96@gmail.com

Office (319) 653-7711
Desk (319) 653-7712
Cell (319) 461-9045

Resolution No. _____

**RESOLUTION APPROVING A 28E AGREEMENT REGARDING FUNDING FOR
COUNTYWIDE COMMUNICATIONS SERVICES**

WHEREAS, on January 2, 1990, the City of Washington, Iowa, and Washington County, Iowa, entered into an agreement under Iowa Code chapter 28E (“1990 Washington County Public Safety Commission Joint Agreement”) establishing the Washington County Public Safety Commission (also known as the “Washington County Communications Commission”); and

WHEREAS, the Washington County Public Safety Commission and the Washington County Emergency Management Commission, along with the City of Washington, Iowa, and Washington County, Iowa, have entered the attached agreement under Iowa Code chapter 28E providing for the Washington County Public Safety Commission to be sufficiently funded by the Washington County Emergency Management Commission (“Exhibit A”); and

WHEREAS, the City of Washington, Iowa, and Washington County, Iowa, have joined in the attached agreement, and mutually desire that any conflicting provisions of the 1990 28E agreement establishing the Washington County Public Safety Commission (including Article VII, Section 4, as subsequently amended) be superseded by the attached agreement;

IT IS THEREFORE RESOLVED by the City Council of the City of Washington, Iowa, that the attached 28E Agreement Regarding Funding for Countywide Communications Services (“Exhibit A”) is hereby approved and adopted.

IT IS FURTHER RESOLVED that the any provisions in the 1990 28E agreement establishing the Washington County Public Safety Commission (including Article VII, Section 4, as subsequently amended) shall be superseded by the attached agreement.

Passed and approved this ____ day of _____, 2019.

Washington, Iowa, City Council:

Mayor

ATTEST:

City Clerk

Prepared by: Patrick J. O'Connell of Lynch Dallas, P.C.,
526 Second Avenue SE, Cedar Rapids, IA, 52406 | (319) 365-9101

28E AGREEMENT REGARDING FUNDING FOR WASHINGTON (IOWA) COUNTYWIDE COMMUNICATIONS SERVICES

RECITALS:

WHEREAS, pursuant to its authority under Iowa Code sections 29C.9(6) and 29C.17(4), the Washington County Emergency Management Commission desires to provide joint emergency response communications services benefiting Washington County and its incorporated cities, and

WHEREAS, the Washington County Public Safety Commission is a pre-existing entity organized under Iowa Code chapter 28E for the purpose of providing consolidated emergency communication services within the same geographic area, and

WHEREAS, the Washington County Public Safety Commission desires to alleviate the unnecessary administrative burden imposed upon its constituent municipalities by its existing cost-sharing formula, and

WHEREAS, the Washington County Emergency Management Commission finds that monies sufficient to support the operating needs of the Washington County Public Safety Commission (and particularly its Consolidated Public Safety Communications Center) exist within the County's Emergency Management Fund or can otherwise be

secured through a countywide emergency management levy, pursuant to Iowa Code section 29C.17(2)(a), and

WHEREAS, all governmental entities who are signatories to the 1990 28E Agreement entitled Washington County Public Safety Commission Joint Agreement and its various amendments have, by their signatures below, agreed to the terms of this document;

IT IS THEREFORE AGREED AS FOLLOWS:

1. **Parties and Purpose.** Pursuant to Iowa Code Chapter 28E, this Agreement is made between the Washington County Emergency Management Commission, a public entity organized under Iowa Code section 29C.9, and the Washington County Public Safety Commission (informally known as the "Washington County Communications Commission"), a public entity established under Iowa Code chapter 28E) (hereinafter jointly referred to as the "Commissions") for the purpose of providing consolidated emergency communications services to Washington County and its incorporated cities. The City of Washington, Iowa, and Washington County, Iowa, as parties to the 1990 chapter 28E agreement establishing the Washington County Public Safety Commission, also join this agreement.
2. **Provision of Emergency Communications Services.** Beginning on the Effective Date described in Section (8) of this Agreement, the Washington County Emergency Management Commission shall fund the entire operating budget of the Washington County Communications Commission pursuant to the procedure set forth in Section (4) of this Agreement.
3. **Funding Unconditional.** Funds issued by the Washington County Emergency Management Commission pursuant to the procedures set forth in Subsection (4) may be used at the discretion of the Washington County Public Safety Commission for the purpose of providing emergency communications services to Washington County and its incorporated cities. Such funding shall be free and clear of any other condition or obligation.
4. **Budget Procedure.**
 - a. No later than January 15th of each calendar year, the Washington Public Safety Commission shall develop a proposed budget of all expenses for the ensuing fiscal year (July 1 through June 30), which proposed budget shall be reviewed by the Commissions at a joint budgetary meeting.
 - b. The Public Safety Commission shall adopt a final proposed budget and submit it to the Washington County Emergency Management Commission on or before January 31st of the same calendar year. The Emergency

Management Commission shall not unreasonably withhold approval of a final budget proposed by the Communication's Commission.

- c. In accordance with Chapter 24 and Section 29C.17(6) of the Iowa Code, the Emergency Management Commission shall adopt, certify, and submit to the Washington County Auditor and to the State of Iowa an emergency management budget that includes a "communications" line item sufficient to fund approved budget of the Public Safety Commission.
 - d. The Emergency Management Commission shall take all actions necessary to ensure that funding for the communications budget referenced in Subsection (c) is secured for each fiscal year, including but not limited to collaborating with Washington County to raise funds through a countywide special levy, pursuant to Iowa Code sections 29C.17(2)(a) and 331.424(1)(a)(9).
5. **Disbursement of Funds.** The funding approved pursuant to Section (4) of this agreement shall be transferred from the Washington County Emergency Management Fund to the Washington County Public Safety Commission on a semi-annual basis. Funds may be transferred during the fiscal year beginning on July 1, 2019, provided that the Commissions have substantially complied with the procedures set forth in Section (4) prior to the effective date of this agreement.
 6. **Additional Funding Allowed.** Nothing in this agreement shall prevent the Washington County Communications Commission from accepting or expending funds received from other public or private sources.
 7. **Scope of Agreement.** The Commissions agree that the provision of communications services by the Washington County Emergency Management Commission shall be strictly limited to the funding of operations of the Washington County Public Safety Commission and its Consolidated Public Safety Communications Center. No part of this Agreement shall be construed to vest in the Emergency Management Commission any administrative control, policy-making authority, or other supervisory power over the Public Safety Commission or the Consolidated Public Safety Communications Center. The Communications Commission shall continue to operate autonomously and as a distinct legal entity, subject to its Articles of Agreement and bylaws. Further, funding described in Sections (2) through (5) of this agreement shall be the only property acquired, held, or transferred in the performance of this Agreement.
 8. **Partial Preemptive Effect.** Washington County and the City of Washington, Iowa, hereby agree that the 1990 28E Agreement entitled Washington County Public Safety Commission Joint Agreement shall remain in full force and effect, but any of its terms which are in conflict with this agreement (including Article VII, Section 4, as subsequently amended) are hereby superseded.

9. **Effective Date.** This agreement shall be in full force and effect July 1, 2019, following approval by the governing body of each Party and upon filing, by each participating Party, of a certified copy with the Secretary of State and the Washington County Recorder. This Agreement shall remain in full force and effect for an indefinite period of time from the Effective Date until terminated as provided below.
10. **Administrator.** For purposes of Iowa Code section 28E.6(1), this agreement shall be administered by the Washington County Emergency Management Commission.
11. **Duration and Termination.** This Agreement shall be perpetual unless terminated upon twelve months' written notice by either Party. However, in no event shall termination of this agreement discharge the duty of Emergency Management Commission to supply funding for a Communications Commission budget already approved pursuant to Section (4) of this Agreement.
12. **Amendments.** Notwithstanding Paragraph 8, this agreement represents the entire Agreement of the parties. Any amendments must be in writing, approved by the governing body of all parties, and executed by the authorized representatives of all parties.
13. **Severability.** In the event any part or paragraph of this Agreement is declared void or otherwise contrary to Iowa law, the remaining portions of this Agreement shall continue in full force and effect.

IT IS SO AGREED by the undersigned parties.

Washington County Emergency Management Commission

Signed this ____ day of _____, 2019.

By: _____
Chairman

Attest: _____
Secretary

Washington County Public Safety Commission

Signed this ____ day of _____, 2019.

By: _____
Chairman

Attest: _____
Secretary

Washington County, Iowa

Signed this ____ day of _____, 2019.

By: _____
Chairman, Board of Supervisors

Attest: _____
County Auditor

City of Washington, Iowa

Signed this ____ day of _____, 2019.

By: _____
Mayor

Attest: _____
City Clerk

ORDINANCE NO.

**AN ORDINANCE AMENDING THE WASHINGTON ZONING ORDINANCE
BY CHANGING THE BOUNDARIES OF ZONING DISTRICTS.**

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

SECTION 1. Purpose: The purpose of this ordinance is to change the zoning of property from R-2 One and Two Family Residence District to B-2 General Business District, as recommended by action of the City of Washington's Planning & Zoning Commission on March 12, 2019.

SECTION 2. Amendment: That the Zoning Districts and Zoning Map of the City of Washington, Iowa, be and the same are hereby amended to provide that the following real-estate as now laid out and established in the City of Washington, Washington County, Iowa and more particularly described as follows, to-wit:

Auditor's Parcel D as shown in Plat Book 10, page 429, being a part of the Auditor's Plat of North West Washington, EXCEPTING THEREFROM Lot 1 of Auditor's Parcel D as shown in Plat Book 11, Page 389, EXCEPTING THEREFROM Lots 1 and 2 of Parcel K, as shown in Plat Book 23, Page 97: and Lot B as shown in Plat Book 8, Page 87, in Block Four (4) in M.M. Young's Addition to Washington; EXCEPTING THEREFROM Auditor's Parcel L, as shown in Plat Book 21, Page 365, a part of Lot B of Lot C in Block 4 in M.M. Young's Addition to the City of Washington; in Washington County, Iowa.

Be and the same is hereby re-classified as B-2 General Business District and that said real estate be subject to all provisions and regulations as affecting B-2 General Business District real estate within the City of Washington, Iowa.

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

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

Passed and approved this 16th day of April, 2019.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: March 19, 2019

Approved on Second Reading: April 2, 2019

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

April 12, 2019

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

From: Brent Hinson 
City Administrator

Re: Discussion on Special Event Permitting

A topic that came out of our discussions on fire safety inspections was the idea of having a formal process for permitting of special events. As the Council is aware, the City gets numerous requests for special events to be held, often with associated street closures, etc. Some requests are submitted well in advance and are well-documented, but others are not. Also, from an examination of our City Code regarding special events, we found that there really isn't any. The Council's authority to regulate events is mainly supported by a patchwork of ordinances such as street closures, use of City property, etc. (there does happen to be a specific ordinance on parades, but that's about as close as the code comes to addressing special events specifically).

Therefore, we have developed a simple but adequately detailed form for requesting special events, requiring the organizers to document their advance coordination with City staff and show that they have appropriately planned before seeking formal approval.

If Council is amenable to proceeding with this policy, I recommend that you send the proposed ordinance amendment to Chapter 165 (Zoning) to the Planning & Zoning Commission for their formal review and recommendation. Then we can bring it back for your consideration of all of the ordinance changes and the application itself.

*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*

Special Event Permit Guidelines, Requirements & Tips

The City of Washington seeks to encourage community activities and promotes the use of public space to conduct these activities. However, users of public space for special events have basic responsibilities that must be fulfilled before, during, and after such events. To this end, the City Council has established a policy for permitting of special events. There is no charge for this permit; but a bit of advance planning and coordination is required.

The City reserves the right to set special guidelines and restrictions based on the nature of the proposed event and its specific circumstances.

Here are a few tips for applying:

- 1) Please plan in advance. You must coordinate with each of the applicable departments before submitting an application. Applications are due no later than the Thursday before the City Council meeting at which you are seeking approval, which itself of course must be prior to the event. The City Council meets on the 1st & 3rd Tuesdays of the month at 6 PM.

For example: You want to schedule a 5k fun run on June 29. This will involve closing the south side of Main Street and the parking along Central Park. The last City Council meeting of the month is on June 18. You would need to coordinate with each of the City departments and submit the completed application to the City Clerk no later than June 13.

This is a minimum scenario! You are encouraged to plan further in advance.

- 2) Have a representative present at the City Council meeting to answer any questions.
- 3) To show sensitivity to downtown businesses, the City wishes to avoid closing the “business side” of any of the streets around the square whenever possible. If you believe you have a special case to consider, you can apply to do so, but be aware that this is not the typical practice.
- 4) Be as specific and clear as possible on your map.
- 5) You must provide proof of insurance as described in the application. Plan in advance- your insurance agent will appreciate it!



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; iearnest@washingtioniowa.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: _____

Coordinator: _____

Contact Number: _____

Email Address: _____

2. EVENT INFORMATION

Event Description: _____

Days/Dates of Event: _____

Time(s) of Event: (Include Set Up/Tear Down Time) _____

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: _____

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

Other Requests

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

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

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

_____ Fireworks (specify location :)

_____ Use of gators/UTV/ATV on City streets

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

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

_____ Other (please specify :)

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

_____ Street barricades

_____ Emergency "No Parking" Signs

_____ Traffic cones

_____ Picnic Tables

_____ Yield signs for crosswalks

_____ Garbage/Recycling Barrels

_____ Street Sweeping following (parades)

_____ Other (please specify :)

5. **SOUND SYSTEMS** Please indicate if the following will be used:

_____ Amplified Sound/Speaker System

_____ Public Address System

_____ Recorded/Live Music

_____ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: _____

Phone: _____

7. **INSURANCE**

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

_____ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

8. AGREEMENT

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

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

_____ Applicant/Sponsor Signature _____ Date

DEPARTMENT APPROVALS

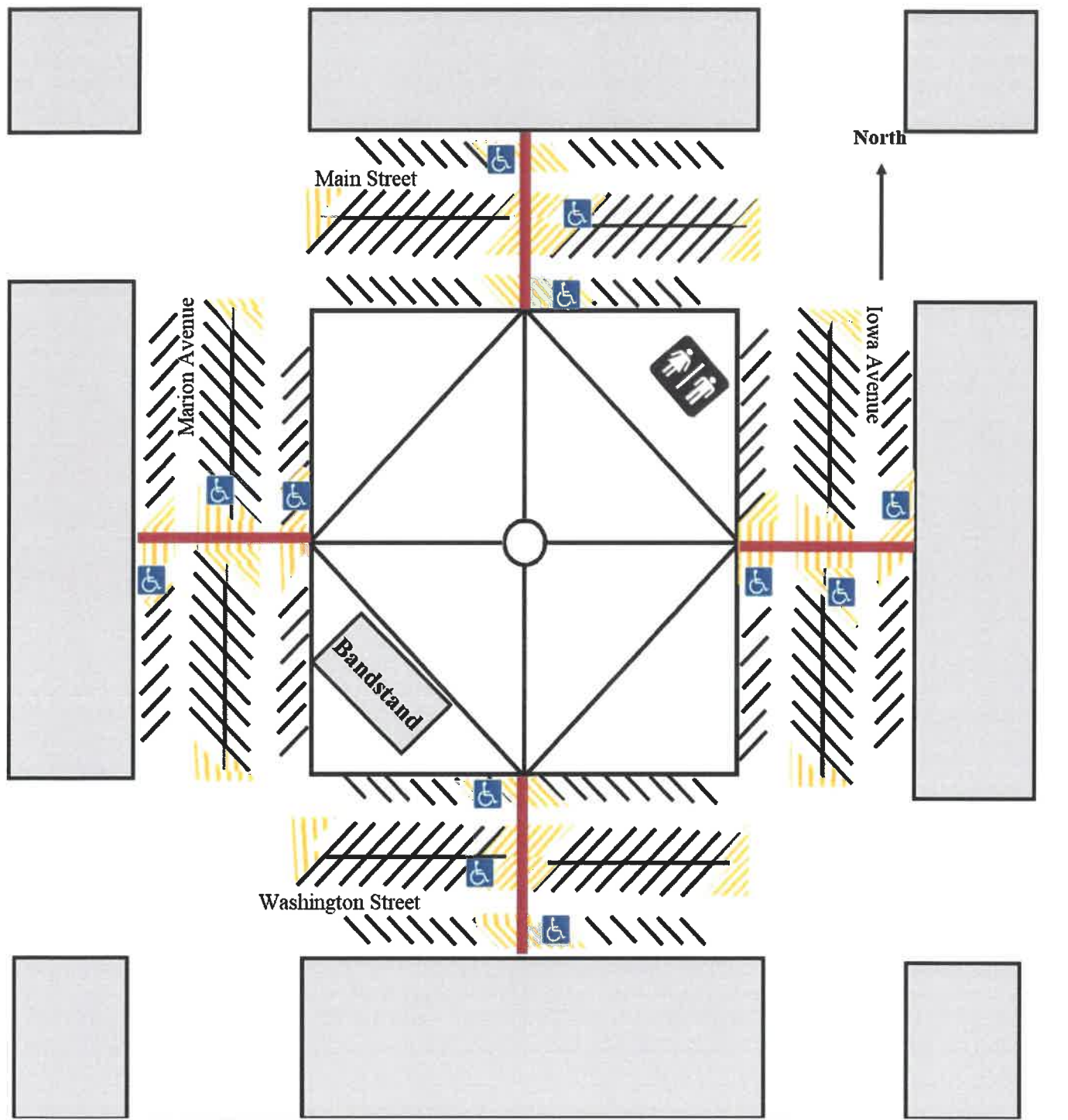
<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
_____	City Clerk (Liquor Licenses)	Illa Earnest 319-653-6584 ext 131	iearnest@washingtioniowa.gov Comments/Restrictions:
_____	Police Chief	Greg Goodman 319-591-6026	ggoodman@washingtioniowa.gov Comments/Restrictions:
_____	Fire Chief	Tom Wide 319-863-3332	firedept@washingtioniowa.gov Comments/Restrictions:
_____	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

_____ Approved: _____ Denied: _____
City Clerk Signature Date of Action

CONDITIONS IMPOSED: _____

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



CHAPTER 129
SPECIAL EVENTS

129.01 Purpose	129.09 Insurance Requirement
129.02 Definitions	129.10 Permit Expiration
129.03 Permit Required; Food and Health Regulations	129.11 Obstruction of Traffic Prohibited
129.04 Application for a Special Event Permit	129.12 Exhibiting Permit
129.05 Decision by City Council	129.13 Contractual Arrangements
129.06 Coordination of Application	129.14 Revocation or Suspension of Permit
129.07 Permit Fee	129.15 Appeals
129.08 Seasonal Permits	129.16 Peddler, Solicitor and Transient Merchant Permits

129.01 PURPOSE. The purpose of this chapter is to ensure that special events are promoted and staged in a manner which preserves the safety of both our citizens and visitors to our City; to ensure that all promoters of these events are treated fairly and in accordance with their particular needs in the promotion of the event; to promote the economic well-being of our community through the orderly attraction of people to these events; and to ensure City personnel adequate opportunity to prepare for and provide services for the events so as to provide them the maximum opportunity for success.

129.02 DEFINITIONS. For the purpose of this chapter certain terms and words are hereby defined.

1. “Special event” means an event sponsored by an individual, organization, club, group, partnership or corporation in which the public is invited to attend and which requires the use of public streets or other public property as a staging area for promotion of the event.
2. “Special event area” means a place designated by the special event promoter as provided in this chapter where the general public is invited to gather for an event and where the area of interest of the promoter will be promoted and/or celebrated and where, in connection with the special event, there may be displays, speeches, the performance of music or the arts, games, and other similar celebrations, and the sale and/or distribution of literature, antiques, crafts, curios, art or artifacts, food, and other similar items, all under the sponsorship of a “special event promoter” as defined in this section. The area designated as a special event area may include property which is privately owned, provided that the inclusion of private property within the special event area shall not be construed as requiring the owner of the private property to participate in or otherwise allow the property to be used in the special event without his, her or its consent, or as prohibiting the owner of the private property from using the private property in a manner otherwise allowed by law.

3. “Special event merchant” means an individual, organization, club, group, partnership or corporation which engages in the sale of items within a “special event area” as defined in this section through the permission of the special event promoter.

4. “Special event promoter” means an individual, organization, club, group, partnership or corporation which organizes, sponsors, promotes or makes space available for a special event or is otherwise considered the organizer of the special event.

129.03 PERMIT REQUIRED; FOOD AND HEALTH REGULATIONS.

1. No individual, organization, club, group, partnership or corporation shall act as a special event promoter within the City without first obtaining a permit therefor as provided in this chapter.

2. Special event promoters granted a permit hereunder and special event merchants selling pursuant to that permit shall comply with all applicable State food and health rules and regulations.

3. No permit shall be issued for a special event to be staged on a Sunday, unless the event is sponsored by a church or other religious organization.

129.04 APPLICATION FOR A SPECIAL EVENT PERMIT.

1. A special event promoter shall file with the City Clerk an application for a special event permit. The City Council may grant authority to a special event promoter to hold a special event in a designated special event area. The application shall be on a form furnished by the City Clerk and shall contain information concerning the requested dates and hours of the event, other information required by this chapter, and such other information as may be reasonable in relation to the event for which the permit is requested.

2. The special event promoter shall provide, at the time of application, a preliminary map or drawing showing the area to be designated as the special event area. Upon approval of the application for a special event permit, the special event promoter shall provide the City Clerk a detailed map of the designated special event area, showing any booths, trailers, stages, or other facilities which will be temporarily erected, constructed or parked as a part of the event. The detailed map shall be furnished according to a schedule to be established by the City Clerk and approved by the Council.

3. At the time of application for the special event permit, the special event promoter shall make a request for any necessary street or right-of-

way closings. Public right-of-way barricades must be attended in order to allow authorized personnel to enter and exit the special event area. It shall be the responsibility of the special event promoter to arrange for the personnel who will attend the barricades. If reserve police officers are requested for this purpose, then the special event promoter shall be responsible for the cost of their services.

129.05 DECISION BY CITY COUNCIL. The City Council shall approve or deny the permit application in its sole discretion based upon the facts and comments presented to it and the overall effect the special event would have on the City and/or its citizens.

129.06 COORDINATION OF APPLICATION.

1. Prior to submitting an application, special event promoters shall coordinate with City personnel as may be appropriate for the coordination of street closings, barricades, and City personnel and service requirements. If the Police Chief deems it necessary for the protection of the public good, the Police Chief shall conduct an investigation of the special event promoter and the proposed special event. The Chief shall submit findings and any other comments to the City Clerk. The City Clerk shall submit the Chief's comments to the City Council for its consideration in making a final decision on the application.

2. Upon review of a special event promoter's application, all affected Department Directors shall attach their comments to the application and return the application to the City Clerk. The City Clerk shall submit the Directors' comments to the City Council for its consideration in making a final decision on the application.

3. Any permit approved by the Council will also include all comments from City Departments and will be provided to the applicant for compliance.

129.07 PERMIT FEE. The Council may establish a permit fee by resolution.

129.08 SEASONAL PERMITS. A special event promoter who coordinates and sponsors an event which occurs on a regular basis throughout a specific time period, at least one day a week for a minimum for four (4) consecutive weeks; not to exceed a maximum of twenty-four (24) weeks in any twelve (12) month period must apply for a permit prior to commencement of the activity season.

129.09 INSURANCE REQUIREMENT. The approval by the City Council of an application for a special event permit shall be contingent upon the special event promoter providing the City appropriate proof of liability insurance coverage. If deemed necessary due to event circumstances, the Council may require a

certificate of liability insurance naming the City as an “additional insured” in a minimum amount to be set by resolution of the Council.

Upon receipt of the appropriate certificate of insurance the City Clerk shall issue the permit to the special event promoter.

129.10 PERMIT EXPIRATION. A special event permit as issued shall set forth the time period for which the permit is issued. The time period for which the permit is effective shall include a reasonable period for cleanup. The permit shall expire at the end of the time period specified in the permit. Cleanup for a special event shall not be permitted on Sunday between the hours of seven o’clock (7:00) a.m. and twelve o’clock (12:00) midnight.

129.11 OBSTRUCTION OF TRAFFIC PROHIBITED. The special event for which a permit is issued shall be conducted within the designated special event area. The special event shall not be conducted in such a manner as to hinder or obstruct the free passage of pedestrian or vehicular traffic outside of the designated special event area.

129.12 EXHIBITING PERMIT. A special event promoter shall be required to provide a copy of its permit to each special event merchant for exhibit by the special event merchant during the term of the permit period.

129.13 CONTRACTUAL ARRANGEMENTS. The special event promoter shall be solely responsible for any contractual arrangements between itself and any special event merchants and/or private property owners operating or located within the designated special event area.

129.14 REVOCATION OR SUSPENSION OF PERMIT. A permit issued under the provisions of this chapter may be revoked or suspended by the Police Chief, without notice, for any of the following causes:

1. Fraud, misrepresentation, or an incorrect statement contained in the application for permit, or made in the course of promoting the special event.
2. Failure to comply with any provision of this chapter.
3. Promoting the special event in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

129.15 APPEALS. Any person aggrieved by the action of the Police Chief in revoking or suspending a permit or by the action of the City Council in the denial of a permit may appeal to the City Council. Such appeal shall be taken by filing with the City Clerk, within fourteen (14) days after the notice of the action

complained of, a written statement setting forth fully the grounds for such appeal. The City Clerk shall set a time and place for hearing on such appeal and notice of such hearing shall be mailed, postage prepaid, to the appellant at its last known address at least five (5) days prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a summons at least three (3) days prior to the date set for hearing. The decision of the City Council regarding an appeal shall be final.

129.16 PEDDLER, SOLICITOR, AND TRANSIENT MERCHANT PERMITS. A special event promoter may, in its application for a special event permit, request the City Council to temporarily limit the areas within the City for which a peddler, solicitor or transient merchant permit provided under Chapter 122 of this Code of Ordinances may be issued to an applicant thereunder during the time period for which a permit is issued under this chapter. In making its request, the special event promoter shall suggest particular areas within the City limits which the special event promoter believes would be appropriate for the issuance of peddler, solicitor or transient merchant permits during the time period in question. If the City Council agrees with the suggested limitation of areas for which a peddler, solicitor or transient merchant permit may be issued during the time period for which a permit is issued under this chapter, the City Council shall adopt a resolution providing for the modification of the issuance of peddler, solicitor and transient merchant permits as requested in the application hereunder. In adopting its resolution, the City Council shall be required to find that the permitted special event is of City-wide interest, promotes the well-being and reputation of the City, and that the issuance of a peddler, solicitor or transient merchant permit on a City-wide basis concurrent with the permitted special event would detract from the benefits provided by the permitted special event. If the City Council adopts the resolution as previously required, the exclusion for yard sales contained in the second to the last sentence of the definition of “transient merchant” set forth in Section 122.02(3) of this Code of Ordinances shall not be available during the time period for which the issuance of a peddler, solicitor or transient merchant permit is so restricted.

ZONING

165. SPECIAL EVENTS. The City recognizes that in certain instances, some flexibility to allow special events out of the confines of a building can be beneficial to business interests, as well as the consumers and the City alike, provided such events continue to promote the public health, safety and general welfare. The following special event applications shall require a fee in an amount determined by resolution of the City Council from time to time.

1. The City Clerk shall permit outdoor sales events for two (2) events per year for a maximum duration of seven (7) days per event, subject to approval. Outdoor sales events shall be defined as those sales events that incorporate one or more 24-hour periods and do not involve the sale or dispensing of alcoholic beverages. Outdoor sales shall not create a burden on parking and access facilities. Outdoor sales events shall maintain fire and emergency access at all times.

2. Seasonal sales events shall be permitted for two events per year for a maximum duration of forty-five (45) days per event subject to approval by the City Clerk. Seasonal sales events shall maintain fire and emergency access at all times. Seasonal sales events shall be defined as those events that, due to the nature of the product being sold or the time of year that such product is for sale, are best accomplished out of doors. Seasonal sales events shall not include the sale or dispensing of alcoholic beverages. The sales of farm produce or similar is not permitted within City limits at any time.

3. Temporary site plans for events other than those mentioned above shall be approved by City Council. Such events shall require the appropriate permits, including, but not limited to: noise, outdoor liquor license, and temporary signs. Temporary site plans shall show that the event will not impact the neighboring properties due to noise, congestion, lighting, or additional factors. Temporary site plans shall be submitted on forms supplied by the City Clerk.

CHAPTER 130

**PUBLIC SALE OF FOOD, BEVERAGES AND
NON-FOOD ITEMS ON CITY PROPERTY**

130.01 Purpose
130.02 Vendor
130.03 Vendor Application

130.04 Vendor Fees
130.05 Nuisance
130.06 Exception

130.01 PURPOSE. The purpose of this chapter is to provide rules, regulations and restrictions concerning the sale of any consumable food, beverage or non-food item upon any publicly-owned City property including but not limited to streets, sidewalks, parks, rights-of-way, parking lots and other public grounds owned by the City. The provisions of this chapter are enacted for the protection of the health, safety and welfare of the citizens of the City.

130.02 VENDOR. No person shall provide or sell any consumable food, beverage or non-food item upon any publicly-owned City property to the public in the City unless the person first obtains a vendor's permit from the City. An exception to this requirement is provided in Section 130.06.

130.03 VENDOR APPLICATION. The vendor shall submit an application for each day the vendor intends to operate and for each location if the vendor intends to operate at more than one location per day. All food vendors shall comply with the Iowa Department of Health rules and regulations governing the sale of food for consumption on the premises.

130.04 VENDOR FEES. The Council may establish a permit fee by resolution.

130.05 NUISANCE. The sale of any consumable food, beverage or non-food item upon any publicly-owned City property without a permit or in violation of any of the provisions of this chapter is hereby declared to be a nuisance. Any member of the Police Department is empowered to cause any vendor in violation of this chapter to be immediately removed without notice.

130.06 EXCEPTION. It is not a violation of this chapter and no vendor permit is required for a person to sell any consumable food, beverage or non-food item under the following conditions: 1) the person is a vendor at an event located on City-owned public property, 2) the sponsor of the event has had prior approval of the Council or the City Administrator, 3) the sponsor of the event has authorized and approved said vendor including the assessment of any fee established by the sponsor, and 4) the vendor complies with the Iowa Department of Health rules and regulations governing the sale of food for consumption on the premises.

*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

April 12, 2019

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

From: Brent Hinson
City Administrator

Re: Workshop on Solid Waste Control and Collection of Solid Waste Code Chapters

As Council is aware, we have received many public comments related to the change in solid waste & recycling collection. While we have received many compliments from people familiar with this type of system, we have also received a great deal of complaints, many of which have been handled by talking people through the changes and the effects on them as a resident. However, we've certainly had our share of nasty and even unhinged remarks, which is regrettable. As the Council is aware, we have worked hard to get to this point and are trying to provide the best service to residents, at a reasonable price, and also pursue the goal of having a clean and attractive community. We have hired a vendor with an outstanding reputation, and I am certain that once the system is implemented, the vast majority of residents will really like it. Perhaps we can chalk many of the comments up to people not really liking change. Let's also keep in mind that we are hardly pioneers in implementing an automated system. Clearly, every place that has done so does have elderly people, people living on a fixed income, etc., and they have found a way to be successful with it. I am confident we will do much the same.

There are a number of specific issues, however, where we need the Council to weigh in so that we can appropriately craft the ordinance amendments needed to implement the new system. With the help of Iowa Codification, we have made a first attempt at these code changes, so the Council could easily review and understand the changes. Steve Smith from Johnson County Refuse also plans to be at the meeting to participate in the discussion.

Here are a number of questions received, presented in narrative form:

- 1) I go to Arizona for 4 months a year. Can the City remove the charge from my bill in those months?

- 2) I have a five-plex and the City only considers up to 4 units to be “residential premises”. Can I get included under the contract?
- 3) I have a 4-plex. Do I really have to have 8 containers? Is there any way I can get fewer or larger containers?
- 4) I burn all of my trash in the country. I don’t think you should be charging me anything.
- 5) I am a downtown resident. Currently I pay the \$7.35 per month on my bill but can’t get garbage service. How is the City going to handle that?
- 6) Can I get 2 garbage containers? One 65-gallon is not enough.
- 7) I share a garbage can with my neighbor. Can I continue to do that?

We have tried to deal with a few of these in the draft code. For example, we have provided flexibility to allow a 5 or 6 unit complex to apply to be included under the contract. We have also tried to bridge the gap on downtown residential, which presents unique issues. However, there are some of the items for which we are not going to be able to make accommodations without creating huge loopholes that could undermine the whole financial model or create contractual issues with Johnson County Refuse. Unfortunately, we will not be able to please all people. Things are in fact changing with the system, and while some people will actually pay less (think people who had been buying 3-4 of our \$2 stickers per month), others will pay a bit more.

Council can decide based on discussion whether we will need an additional dedicated workshop to discuss all of these issues. We do have 5 Tuesdays in April, so could theoretically continue discussion on April 23 or 30. We do need to have things settled no later than May 3 so that Johnson County Refuse and our staff can determine how any changes would affect the ordering of the new containers.

CHAPTER 105

SOLID WASTE CONTROL

105.01 Purpose	105.08 Accumulation of Yard Waste Prohibited 105.07 Littering Prohibited
105.02 Definitions	105.09 Littering Prohibited 08 Toxic and Hazardous Waste
105.03 Sanitary Disposal Required	105.10 Open Dumping Prohibited 09 Waste Storage Containers
105.04 Health and Fire Hazard	105.11 Toxic and Hazardous Waste 10 Prohibited Practices
105.05 Open Burning Restricted	105.12 Waste Storage Containers 105.11 Sanitary Disposal Project Designated
105.06 Burning in Certain Streets Prohibited	105.13 Prohibited Practices
105.07 106 Separation of Yard Waste Required	105.14 Sanitary Disposal Project Designated

105.01—PURPOSE. The purpose of the chapters in this Code of Ordinances pertaining to Solid Waste Control [and Collection](#) is to provide for the sanitary storage, collection, and disposal of solid waste and, thereby, to protect the citizens of the City from such hazards to their health, safety and welfare as may result from the uncontrolled disposal of solid waste.

105.02—DEFINITIONS. For use in these chapters the following terms are defined:

~~1. “Business and commercial premises”~~[“Collection bag”](#) means ~~and includes:~~

~~A. Multiple family dwellings~~[a plastic, watertight bag, securely tied or sealed and not](#) exceeding ~~four (4) separate dwelling units;~~

~~1. B. Ordinary commercial and business places; properties which include both a commercial and a residential use are considered as commercial premises if the commercial activity is the major use of the property or if the overall weekly collection exceeds 15035 gallons in size and 40 pounds, as determined by the City; in weight when full.~~[JY11](#)

~~C. Schools, hospitals, colleges, churches, nursing homes and other semipublic institutions, including mobile home parks.~~

~~2. “Collector”~~[2. “Collector”](#) means any person authorized to gather solid waste from public and private places.

~~3. “Compost Pile” meaning a stack of alternating layers of plant debris, soil and other organic materials arranged so as to encourage the rapid conversion of the constituents into compost.~~ ~~(Ord. 1011 – 2013Supp.)~~

~~4. “Director” means the director of the State Department of Natural Resources or any designee.~~

~~3. “Container” means a dumpster, portable storage unit, roll-on/roll-off box, compactor, refuse bin, heavy-duty waterproof plastic bag, garbage can, molded~~

polyethylene barrel, roll cart, or other receptacle used to store commercial or residential waste.

~~(Code of Iowa, Sec. 455B.101[2b])~~

4. ~~5.~~ —“Discard” means to place, cause to be placed, throw, deposit, or drop.
~~(Code of Iowa, Sec. (Code of Iowa, Sec. 455B.361[2]—1))~~

5. ~~6.~~ —“Dumpster” means a large container designed to receive, transport, and dump solid waste.

6. —“Dwelling unit” means any room or group of rooms located within a structure and forming a single habitable unit with facilities ~~which~~that are used, or are intended to be used, for living, sleeping, cooking, and eating.

7. ~~7.~~ —“Garbage” means all solid and semisolid, putrescible animal and vegetable waste resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial by-products, and includes all such substances from all public and private establishments and from all residences.

~~(Iowa Administrative Code IAC, 567-100.2)~~

8. ~~8.~~ —“Landscape waste” means any vegetable or plant waste except garbage. The term includes trees, tree trimmings, branches, stumps, brush, weeds, leaves, grass, shrubbery, and yard trimmings.

~~(Iowa Administrative Code IAC, 567-20.2[455B])~~

9. ~~9.~~ —“Litter” means any garbage, rubbish, trash, refuse, waste materials, or debris, not exceeding 10 pounds in weight or 15 cubic feet in volume. Litter includes but is not limited to empty beverage containers, cigarette butts, food waste packaging, other food or candy wrappers, handbills, empty cartons, or boxes.

~~(Code of Iowa, Sec. 455B.361[12])~~

10. ~~10.~~ —“Owner” means, in addition to the record titleholder, any person residing in, renting, leasing, occupying, operating or transacting business in any premises, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.

11. ~~11.~~ —“Portable storage unit” means a container designed or used for the storage of personal property on a temporary basis, not to exceed 30 days, which is set on the ground and is without wheels.

12. —“Refuse” means putrescible and non-putrescible waste, including but not limited to garbage, rubbish, ashes, incinerator residues, street cleanings, market and industrial solid waste and sewage treatment waste in dry or semisolid form.

~~(Iowa Administrative Code IAC, 567-100.2)~~

13. ~~12.~~ —“Residential premises” means a single-family dwelling and any multiple-family dwelling up to and including four ~~(4) separate dwelling units but does not include mobile home parks~~separate dwelling units. Owners of multi-family dwellings greater than four but less than six units may apply administratively to be treated as residential premises for purposes of the City’s collection contract. Owners or renters of upper-story downtown residential or permitted ground floor conversions with a City utility account may likewise apply administratively to be treated as residential premises for purposes of garbage collection.

14. ~~13.~~—“Residential waste” means any refuse generated on the premises as a result of residential activities. The term includes landscape waste grown on the premises or deposited thereon by the elements, but excludes garbage, tires ~~and trade waste~~, ~~trade wastes and any locally recyclable goods or plastics~~.

(Iowa Administrative Code IAC, 567-20.2[455B])

15. ~~14.~~—“Rubbish” means non-putrescible solid waste consisting of combustible and non-combustible waste, such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, or litter of any kind.

(Iowa Administrative Code IAC, 567-100.2)

16. ~~15.~~—“Sanitary disposal” means a method of treating solid waste so that it does not produce a hazard to the public health or safety or create a nuisance.

(Iowa Administrative Code IAC, 567-100.2)

17. ~~16.~~—“Sanitary disposal project” means all facilities and appurtenances (including all real and personal property connected with such facilities, ~~which~~) that are acquired, purchased, constructed, reconstructed, equipped, improved, extended, maintained, or operated to facilitate the final disposition of solid waste without creating a significant hazard to the public health or safety, and which are approved by the Director of the State Department of Natural Resources.

(Code of Iowa, Sec. 455B.301)

18. ~~17.~~—“Solid waste” means garbage, refuse, rubbish, and other similar discarded solid or semisolid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities. Solid waste may include vehicles, as defined by ~~subsection one of~~ Section 321.1 of the *Code of Iowa*. Solid waste does not include any of the following:

(Code of Iowa, Sec. 455B.301)

A. Hazardous waste regulated under the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6921-6934.

B. Hazardous waste as defined in Section 455B.411 of the *Code of Iowa*, except to the extent that rules allowing for the disposal of specific wastes have been adopted by the State Environmental Protection Commission.

C. Source, special nuclear, or by-product material as defined in the Atomic Energy Act of 1954, as amended to January 1, 1979.

D. Petroleum contaminated soil that has been remediated to acceptable State or federal standards.

E. Steel slag which is a product resulting from the steel manufacturing process and is managed as an item of value in a controlled manner and not as a discarded material.

105.03—SANITARY DISPOSAL REQUIRED. It is the duty of each owner to provide for the sanitary disposal of all refuse accumulating on the owner’s premises before it becomes a nuisance. Any such accumulation remaining on any premises for a period of more than ~~forty-eight (48) hours~~ 30 days shall be deemed a nuisance and the City may proceed to abate such nuisances in accordance with the provisions of Chapter 50 or by initiating proper action in district court. ~~(Ord. 1011-2013 Supp)~~

(Code of Iowa, Ch. 657)

105.04—HEALTH AND FIRE HAZARD. It is unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public place, such quantities of solid waste that constitute a health, sanitation or fire hazard.

105.05—OPEN BURNING RESTRICTED. No person shall allow, cause or permit open burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack, except that open burning is permitted in the following circumstances:

~~(Iowa Administrative Code IAC, 567-23.2[455B] and 567-100.2)~~

~~1. 1.—~~ Disaster Rubbish. The open burning of rubbish, including landscape waste, for the duration of the community disaster period in cases where an officially declared emergency condition exists, provided that the burning of any structures or demolished structures is conducted in accordance with 40 CFR Section 61.145.

~~(Iowa Administrative Code IAC, 567-23.2[3a])~~

~~2. 2.—~~ Trees and Tree Trimmings. The open burning of trees and tree trimmings at a City-operated burning site, provided such burning is conducted in compliance with the rules established by the State Department of Natural Resources.

~~(Iowa Administrative Code IAC, 567-23.2[3b])~~

~~3. 3.—~~ Flare Stacks. The open burning or flaring of waste gases, provided such open burning or flaring is conducted in compliance with applicable rules of the State Department of Natural Resources.

~~(Iowa Administrative Code IAC, 567-23.2[3c])~~

~~4. 4.—~~ Landscape Waste. The disposal by open burning of landscape waste originating on the premises. However, the burning of landscape waste produced in clearing, grubbing and construction operations shall be limited to areas located at least one-fourth ~~($\frac{1}{4}$)~~ mile from any building inhabited by other than the landowner or tenant conducting the open burning. Rubber tires shall not be used to ignite landscape waste.

~~(Iowa Administrative Code IAC, 567-23.2[3d])~~

~~5. 5.—~~ Recreational Fires. Open fires for cooking, heating, recreation, and ceremonies, provided they comply with the limits for emission of visible air contaminants established by the State Department of Natural Resources. Rubber tires shall not be burned in a recreational fire.

~~(Iowa Administrative Code IAC, 567-23.2[3e])~~

6. Training Fires. Fires set for the purpose of bona fide training of public or industrial employees in fire fighting methods, provided that such fires are conducted in compliance with rules established by the State Department of Natural Resources.

~~(Iowa Administrative Code, 567-23.2[3g])~~

~~6. 7.~~ Variance. Any person wishing to conduct open burning of materials not permitted herein may make application for a variance to the Director of the State Department of Natural Resources.

~~(Iowa Administrative Code IAC, 567-23.2[2])~~

105.06—BURNING IN CERTAIN STREETS PROHIBITED. ~~(See NUISANCES Section 50.09).~~

105.07 SEPARATION OF YARD WASTE REQUIRED. All yard waste shall be separated by the owner or occupant from all other solid waste accumulated on the premises and shall be composted or burned on the premises or placed in ~~City-approved~~ acceptable containers and set out for collection ~~in accordance with procedures therefore established by the Council and the collector.~~ As used in this section, “yard waste²¹” means any debris such as grass clippings, leaves, garden waste, brush, and trees. Yard waste does not include tree stumps.

105.08 ACCUMULATION OF YARD WASTE PROHIBITED. It is the duty of each owner to provide for the disposal of yard waste before it becomes a nuisance. Any such accumulation remaining on any premises for a period of more than thirty (30) days shall be deemed a nuisance and the City may abate such nuisances in accordance with the provisions of Chapter 50 or by initiating proper action in district court. A properly maintained compost pile in a side or rear yard does not constitute a violation of this section. *(Ord. 1011-2013 Supp)*

105.09 LITTERING PROHIBITED. No person shall discard any litter onto or in any water or land, except that nothing in this section shall be construed to affect the authorized collection and discarding of such litter in or on areas or receptacles provided for such purpose. When litter is discarded from a motor vehicle, the driver of the motor vehicle shall be responsible for the act in any case where doubt exists as to which occupant of the motor vehicle actually discarded the litter.

(Code of Iowa, Sec. 455B.363)

105.10 OPEN DUMPING PROHIBITED. No person shall dump or deposit or permit the dumping or depositing of any solid waste on the surface of the ground or into a body or stream of water at any place other than a sanitary disposal project approved by the Director, unless a special permit to dump or deposit solid waste on land owned or leased by such person has been obtained from the Director. However, this section does not prohibit the use of dirt, stone, brick or similar inorganic material for fill, landscaping, excavation, or grading at places other than a sanitary disposal project.

(Code of Iowa, Sec. 455B.307)

(Iowa Administrative Code, 567-100.2)

105.11 TOXIC AND HAZARDOUS WASTE. No person shall deposit in a solid waste container or otherwise offer for collection any toxic or hazardous waste. Such materials shall be transported and disposed of as prescribed by the Director ~~of the State Department of Natural Resources.~~ As used in this section, “toxic and hazardous waste” means waste materials, including (but not limited to,) poisons, pesticides, herbicides, acids, caustics, pathological waste, flammable or explosive materials, and similar harmful waste ~~which~~ that requires special handling and ~~which~~ that must be disposed of in such a manner as to conserve the environment and protect the public health and safety.

*(Iowa Administrative Code IAC, 567-100.2 and)
(IAC, 567-102.14 13[2] and 400-27.14[2])*

105.12 WASTE STORAGE CONTAINERS. Every person owning, managing, operating, leasing, or renting any premises, dwelling unit or any place where refuse accumulates shall

provide and at all times maintain in good order and repair portable containers for refuse in accordance with the following:

~~1.~~ 1. ~~Container Specifications.~~ Waste storage containers shall comply with the following specifications:

~~A. Residential. Residential waste containers shall be of not less than nine (9) 35 gallons or more than thirty-three (33) 65 gallons JY2] in capacity except when only one container is used, in which case it may be that recycling containers shall be not less than nine (9) 65 gallons or more than 95 gallons in capacity, and. All containers shall be leak-proof maintained to be leakproof and waterproof. The total weight of any container and contents shall not exceed seventy-five (75) pounds. Each container shall be affixed with a City sticker authorizing collection.~~

~~A. (1) Disposable Containers. Each disposable container by the property owner or tenant. Residents may also set out for collection must have a City identification sticker attached thereto. Disposable containers shall be kept securely fastened and shall be of sufficient strength to maintain integrity when lifted. Disposable bags manufactured for solid waste may be used. Oil or grease drums, paint cans and similar salvaged containers are not acceptable. Books, boxes, magazines or newspapers may be securely tied in bundles or completely contained in disposable boxes no larger than 20x30x36 inches. pickup single use collection bags affixed with an appropriate tag and placed on the top of the waste container. JY3]~~

~~(2) Reusable containers. Each reusable container set out for collection must have an annual City identification sticker attached thereto. Galvanized metal containers, rubber or fiberglass containers, and plastic containers, which do not become brittle in cold weather, may be used. Reusable containers shall be in conformity with the following:~~

~~(a) Be fitted with a fly tight lid, which shall e kept in place except when depositing or removing the contents of the container;~~

~~(b) Have handles, bails or other suitable lifting devices or features;~~

~~(c) Be of a type originally manufactured for the storage of residential waste with tapered sides for easy emptying;~~

~~(d) Be of lightweight and sturdy construction.~~

~~B.~~ ~~B.~~ Commercial. Every person owning, managing, operating, leasing or renting any commercial premise where an excessive amount of refuse accumulates and where its storage in portable containers as required above is impractical, shall maintain metal bulk storage containers approved by the City.

~~(Ord. 793—Oct. 2002—Supp.)~~

~~2.~~ ~~2.~~ Storage of Containers. Residential ~~solid-waste-containers~~ ~~dumpsters~~ or ~~portable storage units~~ shall be stored upon the residential premises only. Commercial ~~solid-waste-containers~~ ~~dumpsters~~ or ~~portable storage units~~ shall be stored upon private property, unless the container owner has been granted written permission from the City to use public property for such purposes. The storage site shall be well drained; fully accessible to collection equipment, public health personnel and fire inspection personnel. All owners of residential and commercial premises shall be responsible for proper storage of all ~~garbage~~ ~~yard~~ solid waste to prevent materials from leaving the premises except at collection. When a commercial dumpster or portable storage unit is permitted on the public right-of-way adjacent to a private property, it shall be marked with a minimum of two pieces of reflective tape at least two inches in width and 18 inches in length to be located at the top corners of the front and rear of the container.

~~3.~~ ~~3.~~ Location of Containers for Collection~~[Y4]~~. Containers for the storage of solid waste awaiting collection shall be placed at the curb or alley line by the owner or occupant of the premises served ~~and~~. Containers shall be promptly removed from the curb line following collection.

~~4.~~ ~~4.~~ Nonconforming Containers. ~~Baskets, boxes and noncomplying~~ Solid waste ~~can~~ ~~er~~ ~~placed~~ ~~in~~ containers that are not in compliance with the provisions of this section will not be collected.

~~5.~~ Identification of Dumpsters. ~~Dumpsters~~ shall ~~be removed by the collector if they are in~~ bear the ~~proper size and otherwise acceptable for collection, but~~ name and phone number of the owner of the container. This identification shall be left uncollected if they are larger permanently affixed to two sides of the dumpster with letters no less than ~~the allowable size, weight or otherwise unacceptable~~ two inches in height, in a contrasting color to that of the dumpster.

105.13 PROHIBITED PRACTICES. It is unlawful for any person to:

~~1.~~ ~~1.~~ Unlawful Use of Containers. Deposit refuse in any solid waste containers not owned by such person without the written consent of the owner of such containers.

~~2.~~ ~~2.~~ Interfere with Collectors. Interfere in any manner with solid waste collection equipment or with solid waste collectors in the lawful performance of their duties as such, whether such equipment or collectors be those of the City, or those of any other authorized waste collection service.

~~3.~~ ~~3.~~ Incinerators. Burn rubbish or garbage except in incinerators designed for high temperature operation, in which solid, semisolid, liquid, or gaseous combustible refuse is ignited and burned efficiently, and from which the solid residues contain little or no combustible material, as acceptable to the Environmental Protection Commission.

~~4.~~ ~~4.~~ Scavenging. Take or collect any solid waste, ~~which~~ that has been placed out for collection on any premises, unless such person is an authorized solid waste collector.

105.14 SANITARY DISPOSAL PROJECT DESIGNATED. ~~The sanitary landfill facilities operated by~~ The Southeast Multi-County Solid Waste Agency ~~are~~ is hereby designated as the official "Public Sanitary Disposal Project" for the disposal of solid waste produced or originating within the City.

CHAPTER 106

COLLECTION OF SOLID WASTE

106.01 Collection Service
106.02 Collection Vehicles
106.03 Loading
106.04 Frequency of Collection
106.05 Bulky Waste Rubbish

106.06 Recyclables Right of Entry
106.07 Collector's License
106.08 Collection Fees
106.09 Lien for Nonpayment

106.01— COLLECTION SERVICE. The City shall provide by contract for the collection of solid waste, except bulky rubbish as provided in Section 106.05, from residential premises only. The owners or operators of commercial, industrial, or institutional premises shall provide for the collection of solid waste produced upon such premises.

106.02— COLLECTION VEHICLES. Vehicles or containers used for the collection and transportation of garbage and similar putrescible waste or solid waste containing such materials shall be leak-proof, durable and of easily cleanable construction. They shall be cleaned to prevent nuisances, pollution, or insect breeding and shall be maintained in good repair.

(Iowa Administrative Code IAC, 567-104.9[455B])

106.03— LOADING. Vehicles or containers used for the collection and transportation of any solid waste shall be loaded and moved in such a manner that the contents will not fall, leak, or spill therefrom, and shall be covered to prevent blowing or loss of material. Where spillage does occur, the material shall be picked up immediately by the collector or transporter and returned to the vehicle or container and the area properly cleaned.

106.04— FREQUENCY OF COLLECTION. All solid waste shall be collected from residential premises at least once each week (or every other week, if requested by the customer and specified in the contract) and from commercial, industrial, and institutional premises as frequently as may be necessary, but not less than once each week.

106.05— BULKY WASTE RUBBISH. Bulky waste, which rubbish that is too large or heavy to be collected in the normal manner of other solid waste, will may be collected by the collector upon request in accordance with procedures ~~therefore~~ established by the Council ~~and the collector~~.

~~**106.06— RECYCLABLES.** Recyclable material shall be collected from participating residential premises in accordance with procedures therefore established by the Council and the collector.~~

106.06 RIGHT OF ENTRY. Solid waste collectors are hereby authorized to enter upon private property for the purpose of collecting solid waste, as required by this chapter; however, solid waste collectors shall not enter dwelling units or other residential buildings.

Error! Use the Home tab to apply chapter title to the text that you want to appear here. CHAPTER

106.07 COLLECTOR'S LICENSE. No person shall engage in the business of collecting, transporting, processing or disposing of solid waste other than waste produced by that person within the City without first obtaining from the City an annual license in accordance with the following:

1. Application. Application for a solid waste collector's license shall be made to the Clerk and provide the following:

- A. Name and Address. The full name and address of the applicant, and if a corporation, the names and addresses of the officers thereof.
- B. Equipment. A complete and accurate listing of the number and type of collection and transportation equipment to be used.
- C. Collection Program. A complete description of the frequency, routes and method of collection and transportation to be used.
- D. Disposal. A statement as to the precise location and method of disposal or processing facilities to be used.

2. Insurance. No collector's license shall be issued until and unless the applicant ~~therefore,~~, in addition to all other requirements set forth, shall file and maintain with the City evidence of satisfactory ~~public liability insurance covering all operations of the applicant pertaining to such business and all equipment and vehicles to be operated in the conduct thereof in the following~~ minimum amounts as follows:

~~A. — Public Liability. The collector shall carry a minimum coverage for personal injury of two hundred and fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident insuring both the collector and the City; also the collector shall carry a minimum of one hundred thousand dollars (\$100,000) property damage public liability insurance.~~

~~B. — Motor Vehicle Liability Insurance. The collector shall carry a minimum of two hundred and fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, involving bodily injury as a result of motor vehicle accident; and one hundred thousand dollars (\$100,000) property damage coverage per motor vehicle accident.~~

~~Each insurance policy required hereunder shall include as a part thereof provisions requiring the insurance carrier to notify the City of the expiration, cancellation or other termination of coverage.~~ A. Workers' Compensation and Employer's Liability Insurance. Workers' compensation and employer's liability insurance as prescribed by Iowa law or the minimum limits shown below:

- (1) Iowa Benefits Statutory
- (2) Employers Liability
 - (i) Bodily Injury by Accident.....\$500,000 each accident

- (ii) Bodily Injury by Disease.....\$500,000 each accident
- (iii) Bodily Injury by Disease.....\$500,000 policy limit

B. Commercial General Liability Insurance. Commercial general liability insurance combined single limits shown below covering bodily injury, property damage, and personal injury:

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

C. Automobile Liability Insurance. Automobile liability insurance coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

D. Umbrella and Excess Liability Insurance. Umbrella and excess liability insurance limits of not less than ~~ten (10) days~~ \$2,000,000 each occurrence and \$2,000,000 aggregate are required.

E. Additional Features Required.

- (1) All insurance must include the following features:
 - a. Endorsed to waive all rights of subrogation against the City.
 - b. Endorsed to provide 30 days' notice prior to cancellation.
- (2) Commercial general liability insurance must include the following additional features:
 - a. Include the City as an additional insured on a primary and noncontributory basis.
 - b. Include the City as an additional insured for products and completed operations for three years (construction projects).
 - c. Advertising injury.
 - d. Operations by independent contractors.
 - e. Contractual liability coverage.
- (3) Automobile liability insurance must include the ~~effective date~~ following additional features:
 - a. Include the City as an additional insured on a primary and noncontributory basis.
 - b. Include contractual liability.

c. Include coverage for all owned, non-owned, hired, and leased vehicles (or any vehicle used in connection with the operations covered under the license).

The insurance company and hauler must expressly agree and state that the purchase of the policy by the hauler will not waive any of the defenses of governmental immunity available to the City under Section 670.4 of ~~such action~~ the Code of Iowa. The insurance company and hauler must further agree that the policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Section 670.4 of the Code of Iowa.

3. License Fee. A license fee in the amount of ~~ten dollars (\$10).00~~ shall accompany the application. In the event the requested license is not granted, the fee paid shall be refunded to the applicant.

4. License Issued. If the Council upon investigation finds the application to be in order and determines that the applicant will collect, transport, process or dispose of solid waste without hazard to the public health or damage to the environment and in conformity with law and ordinance, the requested license shall be issued to be effective for a period of one year from the date approved.

5. License Renewal. An annual license may be renewed simply upon payment of the required fee, provided the applicant agrees to continue to operate in substantially the same manner as provided in the original application and provided the applicant furnishes the Clerk with a current listing of vehicles, equipment and facilities in use.

6. License Not Transferable. No license authorized by this chapter may be transferred to another person.

7. Owner May Transport. Nothing herein is to be construed so as to prevent the owner from transporting solid waste accumulating upon premises owned, occupied or used by such owner, provided such refuse is disposed of properly in an approved sanitary disposal project.

8. Grading or Excavation Excepted. No license or permit is required for the removal, hauling, or disposal of earth and rock material from grading or excavation activities; however, all such materials shall be conveyed in tight vehicles, trucks or receptacles so constructed and maintained that none of the material being transported spills upon any public right-of-way.

106.08— RECYCLING PROGRAM. The City shall provide for the collection of recyclable material in accordance with the provisions of the contract between the City and the collector.

106.09 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees ~~therefore for the same~~, in accordance with the following:

(Goreham vs. Des Moines, 1970, 179 NW 2nd, 449)

1. ~~1.~~ Fees. JYS1

A. ~~_____~~ A. ~~_____~~ The fee for solid waste collection and disposal service, used or available, including curbside recycling, for each residential ~~premise, unit~~ is ~~seven dollars and thirty five cents (\$7.35) per month as shown in the following table:~~

Error! Use the Home tab to apply chapter title to the text that you want to appear here. CHAPTER 106

Beginning July 1, 2019, the following rates shall be effective:

SERVICE TYPE	GARBAGE COLLECTION SERVICE FEES - RESIDENTIAL				
	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
65-gallon garbage container plus either recycling option	\$18.75 per month	\$19.69 per month	\$20.67 per month	\$21.71 per month	\$22.79 per month
35-gallon garbage container plus either recycling option	\$15.50 per month	\$16.28 per month	\$17.09 per month	\$17.94 per month	\$18.84 per month
35-gallon garbage container with pickup every other week plus either recycling option	\$12.25 per month	\$12.86 per month	\$13.51 per month	\$14.18 per month	\$14.89 per month

B. The recycling fee for ~~the identification~~ downtown upper-story or permitted ground-level conversion residences shall be \$5.50 per month per dwelling unit for the availability of downtown recycling, unless they have made application to be treated as residential premises, in which case the fee schedule in 106.09(1A) shall apply.

C. The fee for stickers for ~~disposable containers~~ additional bags is ~~two~~three dollars (\$23.00) each. Additional bags must be placed on top of the closed lid of the waste container.

~~C. The fee for the annual identification sticker for reusable containers is ninety dollars (\$90.00) per year prorated monthly.~~

(Ord. 1020-2014 Supp.)

~~2.~~ 2. ~~Payment of Bills. Solid waste collection and disposal~~ All fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account. ~~_____ (Ord. 792 - Oct. 2002 Supp.)~~

~~3. Exceptions. Exceptions to the established collection charge are as follows:~~

~~A. _____ When a residential premises has been vacant for a period of three (3) consecutive months or longer, the owner may apply to the Council for a suspension of solid waste collection charges, which shall continue only so long as the premises remain vacant.~~

~~B. _____ In cases of extreme financial hardship, the Council may, and is hereby authorized and empowered, to make adjustments in the monthly collection charge. In all such cases, the Council shall have the authority to require such proof of vacancy, financial status, age or extreme hardship, as the Council may deem necessary.~~

~~_____ 4. Annual Adjustment of Base Charges and User Rates. Effective the first day of July _____ each year, beginning in 2013, the customer base charges and the customer user _____ rates as set forth in paragraphs 1(a) of this section shall be increased 3.5% from the prior year except as amended by resolution of Council. The City shall review said charges and rates every two years to ensure that the system generates adequate _____ revenues to pay the full costs of operation, maintenance and any debt service, and to maintain adequate fund balances.~~

~~(Ord. 988 - 2012 Supp.)~~

106.09-10 LIEN FOR NONPAYMENT. ~~The owner~~ Except as provided for in Section 92.07 of this Code of Ordinances, the owner of the premises served, and any lessee or tenant thereof are jointly and severally liable for fees for solid waste collection and disposal. Fees remaining unpaid and delinquent shall constitute a lien upon the property or premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

~~(Code of Iowa, Sec. 384.84(1))~~

~~{The next page is 501}~~

*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

April 12, 2019

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

From: Brent Hinson
City Administrator

Re: Discussion on Extending Smoking Ban for Parks

As the Council requested on February 19, the Park Board has reviewed the possibility of expanding the “no smoking” ordinance in Chapter 41 of our code to include additional park areas. The sentiment of the Park Board would be to go completely smoke-free in all of our parks, rather than establishing a “30-foot radius” for certain areas as was previously discussed with the Council as a concept. Because this is a significant change to the previous discussion, we have brought this back as a workshop item rather than an action item. We will need additional direction from Council to proceed.

Brent Hinson

From: Nick Pacha
Sent: Thursday, April 11, 2019 1:19 PM
To: Brent Hinson
Cc: Illa Earnest
Subject: Park Board meeting - Smoking Bans

Brent, The additional smoking ban discussion was had at last night's Park Board meeting. We went over the information provided including, current smoking ordinance, Iowa Smoke free act info. about public parks. The Board voted unanimously (Don P. absent) to suggest going completely smoke free in the Parks. They thought it would be difficult to enforce the 30ft rule and name all the places needed. The board understands whichever way the Council would like to go but thought it would be good to go completely smoke free. If you have any questions please let me know.

Thanks,
Nick



Nick Pacha

Parks Superintendent
City of Washington (Pop. 7,266)
215 East Washington St.
Washington, IA 52353
(p) 319-653-5220

*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

February 15, 2019

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

From: Brent Hinson
City Administrator

Re: Discussion on Extending Smoking Ban for Parks

A topic that has come up in our County Wellness Commission meetings has been the topic of designating additional areas of our parks as "smoke-free". The Council took action in 2015 to make Central Park smoke-free (see attached ordinance), but it was known at the time that the City may want to add additional sites in the future. Also attached for your information is Cedar Rapids' approach on this issue and a flyer on the Smoke-Free Air Act from the Iowa Department of Public Health.

At this point, we are looking for the Council's overall direction on this issue. If you are open to considering additional smoke-free places in our parks, I encourage you to refer the matter to the Park Board for further examination, as we did with Central Park in 2015.

ORDINANCE NO. 1039

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF
THE CITY OF WASHINGTON, IOWA, BY AMENDING
CHAPTER 41, PUBLIC HEALTH AND SAFETY

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 Section 41.13 is adopted as follows:

41.13 SMOKE FREE PLACES. It is illegal to smoke in a smoke free place, and violation of this section shall be a simple misdemeanor punishable by a fine of fifty dollars (\$50.00). Pursuant to Iowa Code 142D.5, the City declares the following areas to be smoke free places:

A. Central Park.

SECTION 2. Add Section. A new Section 41.14 is adopted as follows:

41.14 ELECTRONIC CIGARETTES. It is illegal to use an electronic cigarette in any smoke free place listed in Section 41.13 of this Code of Ordinances or in any place where Chapter 142D of the Iowa Code prohibits smoking a tobacco product. Violation of this section shall be a simple misdemeanor punishable by a fine of fifty dollars (\$50.00). Electronic cigarette means vapor product as defined in Section 453A.1 of the Iowa Code.

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 6th day of October, 2015.


Sandra Johnson, Mayor

Attest:


Illia Earnest, City Clerk

Approved on First Reading: September 1, 2015
Approved on Second Reading: September 15, 2015
Approved on Third & Final Reading: October 6, 2015

I certify that the foregoing was published as Ordinance No. 1039 on the 9th day of October, 2015.


City Clerk



SMOKEFREE AIR ACT

Public Parks

Overview

The Smokefree Air Act restricts smoking in certain areas of state, county and city parks and recreational facilities. The Smokefree Air Act does not apply to Federal parks.

Indoor Areas

- Smoking is prohibited in all enclosed buildings or shelters on park property.
- Smoking is not regulated in private residences located on park property, unless any portion of the private residence is open to the public.

Outdoor Areas

- Smoking is prohibited on the grounds* of public buildings** located within parks.
* "Grounds" are defined as "an outdoor area of a public building that is used in connection with the building...or any other outdoor area as designated by the person having custody or control of the public building." (See the Fact Sheet titled "Grounds of Public Buildings.")
** "Public building" is an enclosed area owned, leased, or operated by or under the control of the state government or its political subdivisions.
- Outdoor areas where smoking may be allowed include: a parking lot, the course of play at a golf course, a hiking trail, locations of an individual campsite or campfire, or a lake, river, or other body of water, or
- Nothing in the law prohibits any person having custody or control of the park from declaring the entire area or property a nonsmoking place.

Posting Of Signs

- "No smoking" signs which meet the requirements of the Smokefree Air Act must be clearly posted at every entrance to an enclosed building or shelter and at "commonly understood points of entry and exit to and from an outdoor area." (See the Fact Sheet titled, "Signage.")

NOTE: The information provided in this document is not intended to be legal advice. Please consult state statutes or contact an attorney for additional information about the Smokefree Air Act (Iowa Code 142D).

ORDINANCE NO. LEG_NUM_TAG

AN ORDINANCE AMENDING THE CEDAR RAPIDS MUNICIPAL CODE
BY ESTABLISHING SECTION 10.13 – SMOKING PROHIBITED.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA,
as follows:

Section 1. The Cedar Rapids Municipal Code is hereby amended by adding Section 10.13 to Chapter 10 as follows:

“10.13 – SMOKING PROHIBITED.

- (a) Smoking is prohibited and a person shall not smoke in or on the following facilities, in or on city owned real estate, which is within 30 feet of such facilities; entrances:
1. Aquatic Centers, swimming pools and splash pads;
 2. Playgrounds;
 3. Exercise stations;
 4. Golf course clubhouses;
 5. Enclosed shelters;
 6. Ushers Ferry Historical Village;
 7. Park restrooms;
 8. Tait Cummins Sports Complex except when in a privately owned vehicle;
 9. Tuma Soccer Complex except when in a privately owned vehicle;
 10. Northwest Recreation Center, and;
 11. Riverside Skate Park
- (b) Smoking is prohibited a person shall not smoke in the area where programs for youth under age 18 are in progress, or on City owned real estate within 30 feet of such programs:
1. Parks and Recreation Department sponsored activities;
 2. Athletic games and practices; and
 3. Camp and educational programs.
- (c) A person shall not smoke in any park venue during concerts sponsored by the Parks and Recreation Department.
- (d) Exception, suspensions or modifications to the smoking prohibitions in this section may be made by permit for special events by the Parks and Recreation Director.
- (e) “Smoke” or “Smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, lighted cigarette, lighted pipe, or other lighted tobacco product in any manner or in any form. “Smoking” does not include smoking that is associated with a recognized religious ceremony, ritual, or activity, including but not limited to burning of incense.
- (f) The penalty for violation of any provision of section 10.13 shall be \$65.00 for each violation.”

Section 2. It is the intention of the Council that each section, paragraph, sentence, clause, and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof other than that affected by such decision.

Section 3. The changes as provided in this Ordinance shall be made a part of the replacement pages of the Municipal Code, City of Cedar Rapids, Iowa, and made a part of said Code as provided by law.

Section 4. All ordinances or parts of ordinances in conflict with any provision of this Ordinance are hereby repealed. As part of the penalty provision of this Ordinance, Section 1.06 of the Municipal Code, City of Cedar Rapids, Iowa, is adopted, and shall apply to all violations of this Ordinance, except where superseded by the specific language of section 10.13(f).

Introduced this 4th day of December, 2018.

PASSED_DAY_TAG

LEG_PASSED_FAILED_TAG

MayorSignature

Attest:

ClerkSignature

Brent Hinson

From: Cushing, James K
Sent: Wednesday, February 6, 2019 4:25 PM
To: 'Brent Hinson'; dpettitmajewski@washph.com; Jaron Rosien; Sarah Grunewaldt
Subject: RE: smoke-free parks

Thanks for the info, Brent.

I like the approach you/Washington took, the content, and the inclusion of vaping/e-cigarettes.

I did not attend all of the meetings in Cedar Rapids where the policy developed. There were a few discussion points regarding where to start, initial approach, etc. I think they plan on expanding references, footage, locations, etc. over time – as the community becomes comfortable, sees the value, etc.

With respect to vaping in general, I think I may have mentioned **in passing** – either in a steering committee meeting or to Danielle, that several communities I am working with have expressed concerns about vaping among young people, in schools, etc. As they are looking at either implementing or updating nicotine-free policies, they are specifically calling out vaping/e-cigarettes in the policies. One community I am working with has a community joint use agreement that has a no smoking policy section. They are updating the section to include all nicotine products, vaping, etc.

I like the way Washington is always thinking about the future and the way policies, ordinances, etc. are positioned/flexible for growth, change, etc.

Best regards,

James (Jim) K. Cushing

Community Health Manager
Wellmark Blue Cross and Blue Shield
1331 Grand Avenue 5W458
Des Moines, Iowa 50309
Office: 515-376-4830 Mobile: 515-491-1654
CushingJK@Wellmark.com
www.Wellmark.com

Wellmark Blue Cross and Blue Shield (Wellmark) has tried to ensure that any information and advice provided in this email is accurate. However, Wellmark will not accept liability for any loss, damage or inconvenience arising as a consequence of any use of or the inability to use any information provided in this email. Wellmark endeavours to provide a service of the highest quality; however, we cannot guarantee that our service will be error-free. We are not responsible for claims brought by third parties arising from your use of information in this email. Additionally, if hyperlinks are provided in this email they lead to websites published by third parties not affiliated with Wellmark. They have been included to enhance your user experience and are presented for informational purposes only. We endeavor to select reputable websites and sources of information for your convenience. However, by providing hyperlinks to an external website, Wellmark does not endorse, recommend, approve, guarantee nor introduce any third parties or the services/ products they provide on their websites.

From: Brent Hinson [mailto:bhinson@washingtioniowa.gov]
Sent: Wednesday, February 6, 2019 4:04 PM
To: dpettitmajewski@washph.com; Jaron Rosien <jaron.jps207@gmail.com>; Cushing, James K <CushingJK@wellmark.com>; Sarah Grunewaldt <sarah@washingtioniowa.org>
Subject: RE: smoke-free parks

CAUTION: External email. Only click on links or open attachments from a trusted source. Contact [CyberResponse](#) to report suspicious activity.

That's interesting- unless I'm missing it, they didn't include vaping. For reference, attached is our current ordinance for Central Park. We worded it the way we did with the idea that additional locations could easily be added in the future.



Brent D. Hinson

City Administrator
City of Washington (Pop. 7,266)
215 East Washington St.
Washington, IA 52353
(p) 319-653-6584 X134
(f) 319-653-5273

Please note change of email address to washingtioniowa.gov

From: Danielle Pettit-Majewski <dpettitmajewski@washph.com>
Sent: Tuesday, February 5, 2019 2:32 PM
To: 'Brent Hinson' <bhinson@washingtioniowa.gov>; Jaron Rosien <jaron.jps207@gmail.com>; Jim Cushing <cushingjk@wellmark.com>; Sarah Grunewaldt <sarah@washingtioniowa.org>
Subject: FW: smoke-free parks

Hey all-

See Kaitlin's note and refer to page 15 of their Council Packet. I think this setback approach makes a lot of sense, and will most easily pass. I do think it would be productive to ensure we include vaping.

Thoughts?
Danielle

From: Emrich, Kaitlin [<mailto:Kaitlin.Emrich@linncounty.org>]
Sent: Tuesday, February 5, 2019 2:17 PM
To: dpettitmajewski@washph.com
Subject: RE: smoke-free parks

Danielle,
The City of Cedar Rapids just passed an ordinance, see page 15 of the December 4 City Council meeting packet for the wording: http://cms.revize.com/revize/cedarrapids/CityCouncil/2018/2018-12-04_Packet.pdf

It was a challenge for Cedar Rapids because they have so many publically owned properties – including golf courses, soccer complexes, swimming pools, etc. That is why they chose to go with the setback approach.

How was your customer experience today? Please take our [survey](#) and let us know!



KAITLIN EMRICH, MPH
Assessment and Health Promotion Supervisor
LINN COUNTY PUBLIC HEALTH
 501 13th Street NW | Cedar Rapids, IA 52405
 PH: 319-892-6020 | FAX: 319-892-6099 | linncounty.org/health
 "Build a Healthier Linn County"



Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply email. Please advise immediately if you or your employer do not consent to Internet email for messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of my organization shall be understood as neither given nor endorsed by it.

From: Danielle Pettit-Majewski <dpettitmajewski@washph.com>
Sent: Tuesday, February 05, 2019 11:46 AM
To: Emrich, Kaitlin <Kaitlin.Emrich@linncounty.org>
Subject: smoke-free parks

Hey Kaitlin!

I hope you're doing well! We had our wellness coalition meeting yesterday, and we're looking at passing a similar ordinance in our community. We're working with Jim Cushing from Wellmark, and he mentioned that Linn County had started an ordinance by requiring a 30 ft distance from where children play – for both cigarettes and vaping. He mentioned your name, so I wondered if you might be able to share with me what was done. Our Mayor is hesitant to pass an ordinance (no smoking or vaping in parks, period) that we won't be able to enforce, and is much more comfortable passing something like this.

I would appreciate anything you'd be willing to share!

Have a great day! Drive carefully!

Danielle Pettit-Majewski, BS, MPH
 Administrator
 Washington County Public Health
 110 North Iowa Avenue, Suite 300
 Washington, IA 52353
 p)319-653-7758 x109 f)319-653-6870

www.washph.com

PLEASE BE GREEN, please consider the environment before printing this e-mail.

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please do not distribute it. Please notify the sender by e-mail at the address shown and delete or destroy the original message and any attachments. Thank you.