



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, September 20, 2022

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/84413261389?pwd=Sy9VMjg1dHpoYkpwTzFPTy84aUF2dz09>

Meeting ID: 844 1326 1389

Passcode: 6536584

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, September 20, 2022 to be approved as proposed or amended.

Consent:

1. Council Minutes September 6, 2022
2. Bolton & Menk, Washington Airport/Fuel System Repair, \$6,814.25
3. Bolton & Menk, Runway 18/36 Lighting, \$3,990.50
4. Bolton & Menk, Runway 18/36 PAPI and REILs, \$3,103.00
5. Washington Chamber of Commerce, Annual City Contribution to City/Chamber Tourism, \$24,000.00
6. ECICOG, CDBG Rehabilitation Grant Administration, \$6,150.00
7. FOX Strand Associates, Highway 1 Development Concept Design, \$553.00
8. FOX Strand Associates, 2021 Water Main Improvements Final Design, \$2,752.00
9. FOX Strand Associates, Wastewater Treatment Plant Consultation; IRE Pretreatment, \$323.50
10. Iowa Municipalities Workers' Compensation Association, Installment 3 – Work Comp. Premium 22-23, \$6,909.00
11. Kevin Olson, City Attorney, August Legal Services, \$1,245.88
12. Lynch Dallas, P.C., Police Negotiations, \$296.00
13. PFM Financial Advisors LLC, General Obligation Capital Loan Notes, Series 2022, \$16,671.36
14. Swift & Swift LLC, Contractor Final Payment Request Housing Rehabilitation Program, 304 E. Van Buren Street, \$13,900.00

15. Panda Palace LLC, 100 West Main Street, Special Class C Liquor License, Sunday Sales (renewal)
16. The Tippy Traveler's LLC, 208 South Marion Avenue, Five-Day Special Class C Liquor (September 29-October 3, 2022), Outdoor Service
17. Department Reports

SPECIAL EVENT REQUESTS

- St. James School Color Run – October 7, 2022

SPECIAL PRESENTATION

- Nuisance Report
- Marion Avenue Baptist Church Bus Parking on Sunday Request

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS & FINANCIAL REPORT

- Claims for September 20, 2022
- August Financials

NEW BUSINESS

1. Discussion and Consideration of a Resolution Approving Tax Abatement Under the Washington Urban Revitalization Plan for Washington, Iowa (503 S. 15th Avenue)
2. Discussion and Consideration of Woodlawn Cemetery Fence Project
3. Discussion and Consideration of Marion Avenue Baptist Church Bus Parking Request
4. Discussion and Consideration of Preliminary Plat for Wiley Subdivision Fourth Addition
5. Discussion and Consideration of Minor Site Plan for Wiley Subdivision Fourth Addition
6. Discussion and Consideration of Resolution Approving the Final Plat for Country Club View Subdivision
7. Discussion and Consideration of Major Site Plan for MJL Enterprises at 1404 East Washington Street
8. Discussion and Consideration of Major Site Plan for Scooter's Coffee
9. Discussion and Consideration of Minor Site Plan for Sunset Diesel at Lot #10 of the Business Park Subdivision
10. Discussion and Consideration of Resolution Approving the Amended YMCA Agreement
11. Discussion and Consideration of Pay Application No. 1 for Country Club View Subdivision (DeLong Construction \$333,967.75)
12. Discussion and Consideration of Pay Application No. 4 for NLW Plat 2 (DeLong Construction \$203,852.00)

13. Discussion and Consideration of Pay Application No. 9 for West Buchanan Street Project (DeLong Construction \$158,695.08)
14. Discussion and Consideration of the Third and Final Reading of an Ordinance Amending Chapter 69 Parking Regulations – Parking for Certain Purposes Illegal, Parking Prohibited, No Parking Zones, Truck Parking Limited
15. Discussion and Consideration of the Third and Final Reading of an Ordinance Amending Chapter 69.13 Parking Regulations – Snow Ban Parking and Snow Emergency
16. Discussion and Consideration of Quiet Zone Study Proposals
17. Discussion and Consideration of CP/KS Railroad Offers

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Illa Earnest
Steven Gault
Bethany Glinsmann
Elaine Moore
Fran Stigers
Millie Youngquist

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 9-6-2022

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, September 6, 2022, at 6:00 p.m. Mayor Rosien in the chair.

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

Motion by Stigers, seconded by Gault, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, September 6, 2022, be approved as amended adding number 19 to the consent agenda, as recommend by the city attorney. Motion carried.

Consent:

1. Council Minutes August 16, 2022
2. Council Minutes August 23, 2022 – Special Session
3. Garden & Associates, General Engineering, \$1,111.39
4. Garden & Associates, Sanitary Sewer Extension South Washington, \$2,571.66
5. Garden & Associates, Reconstruction of Adams Street, \$4,759.89
6. Garden & Associates, Buchanan Street Paving Project, \$5,867.65
7. Garden & Associates, NLW Subdivision Phase 2, \$3,818.08
8. Hickman Environmental Services, Parkside Lift Station Work, \$11,100.00
9. Kirvan Enterprises, LLC, Contractor Final Payment Request Housing Rehabilitation Program, 839 S. Marion Ave., \$24,999.00
10. Kirvan Enterprises, LLC, Contractor Final Payment Request Housing Rehabilitation Program, 847 S. Marion Ave., \$24,900.00
11. LL Pelling Co., 2022 Seal Coat Program, \$86,625.88
12. Lynch Dallas, P.C., Police Negotiations, \$92.50
13. Lynch Dallas, P.C., Public Works Negotiations, \$18.50
14. DNP LLC (Corner stop), 100 E. Madison Street, Class E Liquor License, Sunday Sales (renewal)
15. St. James Church of Washington, Iowa, 606 West 3rd Street, Five-Day Special Class C Liquor License (September 9-13)
16. The Topsy Traveler's LLC, 121 West Washington Street, Five-Day Special Class C Liquor (September 8-12), Outdoor Service
17. The Topsy Traveler's LLC, 205 West Main Street, Five-Day Special Class B Beer Permit (September 10-14), Outdoor Service
18. Department Reports
19. Kimrey Electric, Runway 18/36 Lighting, PAPIs, and REILs, \$70,656.36 (*added item*)

Motion by Stigers, seconded by Gault, to approve consent items 1-19. Motion carried.

Motion by Earnest, seconded by Moore, to confirm mayoral appointments of Christopher Canny to the Airport Commission and reappointment of Phil Minino to the Hotel/Motel Tax Fund Administration Committee. Motion carried.

Sonia Leyva with Latinos for Washington presented a special event request via Zoom for Latino Festival 2023 to be held in Central Park on August 5, 2023. Motion by Stigers, seconded by Glinsmann, to approve the Latino Festival 2023 special event request. Motion carried.

Jeremy Vittetoe with St. James presented a special event request for St. James Fall Fest September 11, 2022. Motion by Glinsmann, seconded by Moore, to approve the St. James Fall Fest special event request for September 11, 2022. Motion carried.

Presentation from the public: Tom Vittetoe spoke of concerns about parking and enough space for truck traffic at the intersection of East 3rd Street and North 12th Street with a request to extend no parking zones in that area on both sides of the street. Tony Mondia spoke of concerns regarding people sleeping in Central Park and a desire for there to be safe rides home from the hospital during the night.

Claims for September 6, 2022 were presented by Finance Director Kelsey Brown.

Motion by Gault, seconded by Moore, to approve the claims for September 6, 2022. Motion carried.

Motion by Moore, seconded by Stigers, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, and Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution 2022-106)**

Motion by Stigers, seconded by Glinsmann, to approve a Resolution Establishing a Great Places Steering Committee and Appointing Members including Michelle Redlinger (Chamber of Commerce), Mary Audia (WEDG), a Main Street Washington representative, Isabella Santoro, Mike Zahs, Bill Monroe, Daniela Diaz Castillo, Chris Marshall, Craig Pettit, Jaron Rosien, Millie Youngquist, Bethany Glinsmann, Deanna McCusker, and Sally Hart. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, and Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution 2022-107)**

Motion by Glinsmann, seconded by Earnest, to approve a Resolution Endorsing a Downtown Investment Grant Agreement with Arreola Rentals LLC. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, and Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution 2022-108)**

After discussion of the rate of .22/kWh, motion by Earnest, seconded by Glinsmann, to approve a Resolution Setting User Fee for Electric Vehicle Charge Station. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, and Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution 2022-109)**

Mayor Rosien announced that the Surface Transportation Board's public comment period has been extended to October 14th regarding the proposed railroad merger with the Canadian Pacific acquisition of Kansas City Southern, and that the City is reviewing proposals from Canadian Pacific. No action was taken.

Motion by Stigers, seconded by Gault, to approve Pay Application No. 2 for East Adams Street Reconstruction Project - \$142,451.55 to Cornerstone Excavating, Inc. Motion carried.

Motion by Moore, seconded by Stigers, to approve the Third and Final Reading of an Ordinance Amending Chapter 69.08 Parking Regulations – No Parking Zones. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, and Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Ordinance 1138)**

Motion by Moore, seconded by Stigers, to approve the Second Reading of an Ordinance Amending Chapter 69 Parking Regulations – Parking for Certain Purposes Illegal, Parking Prohibited, No Parking Zones, Truck Parking Limited. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, and Stigers. Nays: none. Absent: Youngquist. Motion carried.

Motion by Moore, seconded by Stigers, to approve the Second Reading of an Ordinance Amending Chapter 69.13 Parking Regulations – Snow Ban Parking and Snow Emergency. Roll call on the motion: Ayes: Earnest, Gault, Moore, and Stigers. Nays: Glinsmann. Absent: Youngquist. Motion carried.

Department reports were presented.

Motion by Glinsmann, seconded by Gault, that the Regular Session held at 6:00 p.m., Tuesday, September 6,

2022, is adjourned at 6:51 p.m.

Sally Y. Hart, City Clerk



Real People. Real Solutions.

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

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

August 31, 2022
Project No: 0T5.125319
Invoice No: 0296625
Client Account: WASHINGT_CI_IA

Washington Airport/Fuel System Repair

Refurbish and Link 2 Existing 10K Gallon Tanks

Design and Construction (001)

Fee

Total Fee	48,500.00		
Percent Complete	72.50	Total Earned	35,162.50
		Previous Fee Billing	28,348.25
		Current Fee Billing	6,814.25
		Total Fee	6,814.25
		Total this Task	\$6,814.25
		Total this Invoice	\$6,814.25

301-6-6020-6705
002-0-2080 Initials JEH
EXP. Fuel Farm
Vender # _____ Date Rec. 9-13-2022
Due Date _____ Inv # _____


**BOLTON
& MENK**

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1960 Premier Drive | Mankato, MN 56001-5900

507-625-4171 | 507-625-4177 (fax)

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To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

August 31, 2022

Project No: OT5.126255

Invoice No: 0296626

Client Account: WASHINGT_CL_IA

Washington/Runway 18/36 Lighting

Construction (002)

Professional Services

	Hours	Amount	
Administrative	1.50	124.50	
Design Engineer	12.00	1,416.00	
Project Manager	14.00	2,450.00	
Totals	27.50	3,990.50	
Total Labor			3,990.50
Total this Task			\$3,990.50
Total this Invoice			\$3,990.50

301-6-6820-6716

002-6-2000 Initials KEPEXP. 18-36 LightingVender # _____ Date Rec. 9-13-2022

Due Date _____ Inv # _____



Real People. Real Solutions.

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

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

August 31, 2022
Project No: 0T5.126418
Invoice No: 0296627
Client Account: WASHINGT_CI_IA

Washington/Runway 18/36 PAPI and REILs

Construction (002)

Professional Services

	Hours	Amount	
Design Engineer	8.50	1,003.00	
Project Manager	12.00	2,100.00	
Totals	20.50	3,103.00	
Total Labor			3,103.00
	Total this Task		\$3,103.00
	Total this Invoice		\$3,103.00

301-6-6020-6716
002-6-2080 Initials QJH
EXP. REILS
Vender # _____ Date Rec. 9-13-2022
Due Date _____ Inv # _____

Washington Chamber of
Commerce
205 Main St
Washington, IA 52353
319-653-3272
michelle@washingtioniowa.org
www.chamber.washingtioniowa.go
v

Invoice 2022-0391

**BILL TO**

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

DATE
09/14/2022

PLEASE PAY
\$24,000.00

DUE DATE
09/14/2022

	DESCRIPTION	QTY	RATE	AMOUNT
City Tourism	Annual city contribution to City/Chamber tourism	1	24,000.00	24,000.00

TOTAL DUE **\$24,000.00**

THANK YOU.



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY


700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Invoice

Date	Invoice #
8/31/2022	9831

Phone #	Fax #
319-289-0057	319-365-9981

Bill To
CITY OF WASHINGTON PO BOX 516 WASHINGTON IA 52353

Approved by:


Quantity	Description	Rate	Amount
82	CDBG REHAB GRANT ADMINISTRATION	75.00	6,150.00
Please remit payment within 30 days.		Total	\$6,150.00



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

Invoice

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

September 13, 2022
Project No: 7046.021
Invoice No: 0187876

Professional Services: August 1, 2022 through August 31, 2022

Project	7046.021	Hwy 1 Development Concept Design		
Fee				
Total Fee		7,900.00		
Percent Complete		45.00	Total Earned	3,555.00
			Previous Fee Billing	3,002.00
			Current Fee Billing	553.00
			Total Fee	553.00
			Total this Invoice	\$553.00

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

Page 1 of 1

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



PROJECT STATUS REPORT

Hwy 1 Development Conceptual Plan

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

DATE: September 15, 2022

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

RE: Hwy 1 Development Concept Plan Project
FOX Strand PN: 7046.021

DELIVERY: USPS

ITEMS: August Invoice

COMMENTS:

The attached invoice includes work completed for the Hwy 1 Development Concept Plan Project as follows:

Concept Plan

1. Meeting with City staff to discuss the concept plans developed and determine the city's needs in regard to the potential development plan.
2. Completion of additional concepts based on meeting direction from City staff.

If you have questions or concerns, please contact me.

Thank You,

A handwritten signature in blue ink, reading 'Steven P. Soupir'.

Steven P. Soupir, P.E., CFM
Project Manager



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

Invoice

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

September 14, 2022
Project No: 7046.011
Invoice No: 0188201

Professional Services: August 1, 2022 through August 31, 2022

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

Contract Amount 74,100.00

Total Billings to Date 74,100.00

Project	7046.012	2021 Washington Water Main Improvements - CDBG Grant Additional Services	
		Total this Project	0.00

Project	7046.013	2021 Washington Water Main Improvements- Permitting	
		Total this Project	0.00

Project	7046.014	2021 Washington Water Main Improvements - Bidding	
Fee			
Total Fee	8,600.00		
Percent Complete	50.00	Total Earned	4,300.00
		Previous Fee Billing	1,548.00
		Current Fee Billing	2,752.00

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

Page 1 of 3

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

Project	7046.011	Washington Water Main - Final Design	Invoice	0188201
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Total Fee **2,752.00**

Total this Project **\$2,752.00**

Project	7046.015	2021 Washington Water Main Improvements - Easements
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Total this Project **0.00**

Project	7046.016	2021 Washington Water Main Improvements - Property Survey
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Fee			
Total Fee	14,000.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00

Total this Project **0.00**

Contract Amount 14,000.00

Total Billings to Date 14,000.00

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

Total this Project **0.00**

Contract Amount 21,700.00

Total Billings to Date 21,700.00

Project	7046.018	2021 Washington Water Main Improvements - Construction Administration
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Fee			
Total Fee	69,200.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00

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

Page 2 of 3

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

Project	7046.011	Washington Water Main - Final Design	Invoice	0188201
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

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

Project	7046.020	2021 Washington Water Main Improvements - Construction Staking		
		Total this Project		0.00
		Total this Invoice		\$2,752.00

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

Page 3 of 3

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



PROJECT STATUS REPORT

2022 Washington Water Main Improvements

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

DATE: September 15, 2022

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

RE: 2022 Washington Water Main Improvements Project
FOX Strand PN: 7046.011 (3424-20B)

DELIVERY: USPS

ITEMS: August Invoice

COMMENTS:

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

Task Series 440 – Bidding

1. Issuing of bidding documents.
2. Attendance at City Council Meeting.
3. Responding to questions from contractors.

If you have questions or concerns, please contact me.

Thank You,

A handwritten signature in blue ink, appearing to read 'Steven P. Soupir'.

Steven P. Soupir, P.E., CFM
Project Manager



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

Invoice

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

September 14, 2022
Project No: 7046.001
Invoice No: 0188199

Professional Services: August 1, 2022 through August 31, 2022

Project	7046.001	Washington Wastewater Treatment Plant - Consultation; IRE Pretreatment Agreement	
	Total Labor		323.50
		Total this Project	\$323.50

Project	7046.002	Washington Wastewater Treatment Plant - Linn Hollow Sanitary Sewer Connection	
		Total this Project	0.00
		Total this Invoice	\$323.50

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

Page 1 of 1

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



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

DATE: September 6, 2022

TO: Deanna McCusker
City Administrator
City of Washington
215 E. Washington Street
Washington, IA 52353

RE: Wastewater Consultation - IRE
FOX Strand Project Number 7046.001

DELIVERY: email

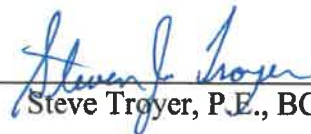
ITEMS: Status Report / Monthly Billing

COMMENTS:

Deanna,

The attached invoice is for services during August related to the IRE discharges. We reviewed the hydrogen sulfide meter data and corresponded with city staff and IRE. We also corresponded with IDNR regarding the revised treatment agreement with IRE.

If you have questions or concerns, please contact me. Thank you.


Steve Troyer, P.E., BCEE

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

INVOICE INV84522

DATE

9/1/2022

PAGE:

1

Washington, City of
215 E Washington

Mbr No: 0706 Member Name:
Washington, City of

Washington IA 52353

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

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL3	Installment 3 - Work Comp Prem 22-23			6,909.00	\$6,909.00
This invoice is due by October 1, 2022.						

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

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

Subtotal	\$6,909.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$6,909.00

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

September 1, 2022

Sally Y. Hart, City Clerk
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

For legal services rendered to the City of Washington, Iowa in August, 2022

TOTAL HOURS	10.5 hours (reg)
TOTAL MILES	198 miles
FILING FEES	\$190.00
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR AUGUST, 2022	\$1,245.88

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
 September 14, 2022
 Account No: 230648-00100C
 Statement No: 200397

Police Negotiations

Professional Services

		Hours	
08/06/2022	WHS Review email from client to union and PERB regarding recertification election (.1).	0.10	
08/12/2022	WHS Email to and from client and also Teamsters representative regarding status of information request and recertification election issues with PERB (.1).	0.10	
08/15/2022	WHS Email to and from Teamster and city regarding information request and clarification of election sought by the city (.1).	0.10	
08/16/2022	WHS Email and telephone conversation with city administrator regarding discussion with Teamsters representative and next steps (.1).	0.10	
08/17/2022	WHS Email to and from the city and PERB regarding recertification election issues and employee list (.1).	0.10	
08/25/2022	WHS Review email from PERB containing recertification election materials and review and send to client including notice of posting election and submission of voter list (.2).	0.20	
08/27/2022	WHS Review email from city administrator regarding police recertification election (.1).	0.10	
08/30/2022	WHS Email to and from client regarding employee list submission to PERB (.1).	0.10	
09/05/2022	WHS Emails from PERB re voter list and email to and from client (.1).	0.10	
09/08/2022	WHS Email to and from city administrator regarding Teamster failure to pay a recertification fee and legal research PERB website and also Chapter 20 regarding failure to pay recertification fee (.6).	0.60	
	Current Services Rendered	1.60	296.00

City of Washington

Police Negotiations

Page: 2
September 14, 2022
Account No: 230648-00100C
Statement No: 200397

	Recapitulation			
Lawyer Hrs		Hours	Rate	Total
WILFORD H STONE		1.60	\$185.00	\$296.00

Total Current Services and Expenses	296.00
-------------------------------------	--------

Previous Balance	\$92.50
------------------	---------

Payments

09/13/2022	Payment on Account - Thank You	-92.50
------------	--------------------------------	--------

Balance Due	<u>\$296.00</u>
-------------	-----------------

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

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



Date	Invoice Number
September 9, 2022	121623
Payment Terms	Due Date
Upon Receipt	September 9, 2022

Bill To: Kelsey Brown City of Washington, Iowa 215 E. Washington Street Washington, IA 52353-2024 United States of America

Company Address: 1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100 Federal Tax ID: 81-1642787
--

Remittance Options:

Via ACH (preferred):

PFM Financial Advisors LLC
Bank Name: M&T Bank
ACH# (ACH): 031302955
Account #: 9865883681

Via Wire:

Bank Name: M&T Bank
ABA# (Wire): 022000046
Account #: 9865883681

Via Mail:

PFM Financial Advisors LLC
P.O. Box 65117
Baltimore, MD 21264-5117
United States of America

RE: General Obligation Capital Loan Notes, Series 2022.

FA Fee	\$16,500.00
Meal	\$8.86
Mileage	\$162.50
Total Amount Due	<u>\$16,671.36</u>

MEMORANDUM

DATE: August 31, 2022
TO: Sally Hart, City of Washington
FROM: Mark Culver, Housing Specialist
RE: Contractor Final Payment Request

Enclosed please find the required paperwork to authorize contractor payment for the house at:

304 E Van Buren Street (Dale)

I approve the payment request in the amount of **\$13,900.00**

Please cut a check in the amount of \$13,900.00 and send to the contractor.

Swift & Swift LLC
1903 Walling Ct
Davenport, IA 52803

***The enclosed "Final Payment Request" & "Change order" documents require a signature and is marked with a "sign here" tab. After you have signed the documents please make a copy for your records and then return the originals to me with a copy of the check to the contractor.**

Thank you,



Mark Culver
East Central Iowa Council of Governments
319-289-0061

CHANGE ORDER

HOUSING REHABILITATION PROGRAM

CHANGE ORDER #: 1

CHANGE ORDER DATE: 8/26/22

OWNER: Joshua & Randi Dale
ADDRESS: 304 E Van Buren St
Washington, IA 52353

The following change(s) is (are) authorized:

	COST
Install a concrete support under floor on back porch	750.00
Cut mortice hinges in door jamb on back entry door	400.00
TOTALS	1,150.00

Reasons: _The floor was bouncy on the back porch. The door needed more support and need to be reversed.

There shall be: \$ _____ Credit
 \$ 1,150.00 Extra Charge
 \$ _____ No Cost Change

Original Bid: \$ 29,400.00

Change Order Cost: \$ 1,150.00

Total Job Cost: \$ 30,550.00

Signatures

Property Owner:

Gen. Contractor:

Housing Inspector:

City Rep.: _____

CITY OF WASHINGTON HOUSING REHABILITATION PROGRAM

Homeowner Name: Joshua & Randi Dale
Address: 304 E Van Buren Street
Washington, IA 52353

Contractor Name: Swift & Swift LLC
Address: 1903 Walling Ct
Davenport, IA 52803
Phone: 563-505-0661

FINAL PAYMENT REQUEST

Final Items Completed:	\$10,900.00
Final Lead Items Completed:	\$0.00
New Change Order Total:	\$1,150.00
Total:	\$12,050.00
Add Retainage 10%	\$1,850.00
Final Payment Due:	\$13,900.00

Payment Summary		Partial Payment	\$16,650.00
		Final Payment:	\$13,900.00
		Total Payment:	\$30,550.00
\$29,400.00	\$1,150.00	\$30,550.00	
Original Contract +	Total Change Orders =	Total Payment	

The undersigned contractor certifies that all work is completed in regards to this request for payment in accordance with the contract documents and that all work to date was inspected.

General Contractor:

Date: 8-29-22

A property inspection has been made and the work completed to date meets my satisfaction in accordance with the construction contract. I authorize the release of payment.

Property Owner:

Date: 8-29-22

Approved by the
ECICOG Project Administrator:

Date: 8-29-22

Housing Inspector:

Date: 8-29-22

Grantee (City) Representative:

Date: _____

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

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

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **Panda Palace LLC**

Business Address: **100 West Main Street**

App #: **App-167766**

Type of License: New: Renewal: **X** Special Five-Day:

Beer/Wine Permit:
Liquor License: **Special Class C Liquor License**
Cigarette License:
Dance Permit:
Sunday Sales: **X**
Living Quarters:
Outdoor Service Area:
Catering Privilege:

Date of Council Meeting: **September 20, 2022**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off _____ Date _____

Fire: fire inspection done: Yes: **X** No:

Fire Chief sign off  Date **9/13/22**

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Cigarette License:
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Sunday Sales: **X**
Living Quarters:
Outdoor Service Area:
Catering Privilege:

Date of Council Meeting: **September 20, 2022**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off _____ Date 9-20-22

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ Date _____



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Panda Palace LLC	Panda Palace Chinese Restaurant	(319) 653-6888		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
100 W Main St		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
100 W Main St	washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
(IVAN)Hua Mei	(626) 905-7280	shuaige19@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0096040	Special Class C Liquor License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Nov 15, 2022	Nov 14, 2023		
SUB-PERMITS			
Special Class C Liquor License			



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Hua Mei	washington	iowa	52353	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Auto Owners Insurance Company

Nov 15, 2022

Nov 15, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

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Washington, IA 52353
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Fax Only 319-653-5273

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **The Tipsy Traveler's LLC**

Business Address: **208 South Marion Avenue (premises address)**

App #: **App-168209**

Type of License: New: Renewal: Special Five-Day: **X (9/29-10/3)**

Beer/Wine Permit:

Liquor License: **Special Class C Liquor License**

Cigarette License:

Dance Permit:

Sunday Sales:

Living Quarters:

Outdoor Service Area: **X**

Catering Privilege:

Date of Council Meeting: **September 20, 2022**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off _____ Date _____

Fire: fire inspection done: Yes: No:

Fire Chief sign off  Date **9-13-22**

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Fax Only 319-653-5273

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **The Topsy Traveler's LLC**

Business Address: **208 South Marion Avenue (premises address)**

App #: **App-168209**

Type of License: New: Renewal: Special Five-Day: **X (9/29-10/3)**

Beer/Wine Permit:

Liquor License: **Special Class C Liquor License**

Cigarette License:

Dance Permit:

Sunday Sales:

Living Quarters:

Outdoor Service Area: **X**

Catering Privilege:

Date of Council Meeting: **September 20, 2022**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off  Date **9-14-22**

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ Date _____



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
THE TIPSY TRAVELER'S LLC	THE TIPSY TRAVELERS	(319) 201-0470		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
208 South Marion Avenue		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1919 Dogwood Avenue	Keota	Iowa	52248	

Contact Person

NAME	PHONE	EMAIL
MEGAN LIBE	(319) 201-0470	tipsytravelers@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Liquor License	5 Day	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Sep 29, 2022	Oct 3, 2022		
SUB-PERMIT			
Special Class C Liquor License			



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

Feb 24, 2022

POLICY EXPIRATION DATE

Feb 24, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

City Administrator Report
September 20, 2022

- Kiwanis's Amer's meeting on Friday
- Nuisance meeting Thursday
- Holding Council one-on-one and department heads one-on-one
- The City had to present our playground project to the Riverboat Board Wednesday night. Thank you to Nick Pacha for doing the presentation.
- **Country Club Drive Project:** Sewer boring is done. DeLong is continuing the underground work.
- **NLW:** Grading and seeding. Fire hydrant getting moved.
- **Buchanan Street:** Sewer inlet lids are in and getting put in. Backfill and seeding continuing.
- **East Adams:** Phase 1 paving is done. Phase 2 paving is set to begin next week.
- WEDG Friday afternoon
- Monday, September 19th from 3-5pm is the walking audit with Healthy Hometown
- Planning & Zoning meeting Monday night at 6pm
- Development Services staff meeting Monday
- Meeting at 2pm Tuesday to discuss date and time for the evening homeless forum
- Housing Initiative Meeting Wednesday at noon
- Reminder that September 28-30 many of staff and council members will be at the Iowa League's annual conference in Waterloo. We will need to work on agenda at the beginning of that week.
- Bids were opened for Water Main Project. Bids came in high but we are reviewing options to move the project forward within our budget.
- Attended a workshop on the Catalyst Grant that is opening soon
- Attended Leadership Washington on Wednesday
- Reminder about the tour of the home 919 S 12th at 9am? The address has changed and the time is earlier. Does this work for everyone? Who is all going?

Elm Grove & Woodlawn Cemeteries

Council Report for August 2022

In August, we mowed each cemetery twice. We also trimmed both cemeteries. I had 12 family requests for information this month. I marked out 4 foundations for installation. We trimmed trees in Elm Grove and Woodlawn. We have been watering trees that we planted last year. We also have been watering the areas we seeded. We also spent some time cleaning up the South end of the cemetery around the Buchanan Street construction. We removed the North ½ of the East fence at Woodlawn, to be replaced with new fence. We settled and seeded graves, and seeded other areas that needed it in both cemeteries. We also did some seeding at the Wellness Park. Miller Masonry is going to start on the Woodlawn project sometime in late September or early October.

We have had 3 funerals at Elm Grove this month, for a total of 58 interments so far this year. In September, we plan to continue with funeral services, updating cemetery records, continue mowing and trimming, trimming trees, seeding settled graves, and fall herbicide application. Thank you.

Respectfully submitted,

Nicholas Duvall

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



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

August 2022 Activity Report

Structure fires- 1
Weather related- 0
Mutual aid assists- 0
Hazardous Incidents- 3
Grass fires- 1
Investigate/good intent- 6
Rescue/accidents- 3
Medical- 64
August calls for service- 78

January 2022 – August 2022 calls for service

Fire calls - 111
Medical calls - 513
Total calls – 624

EMS Continues to be busy with 58 calls for service in August. We had a report of 1 structure fire in August. Upon our arrival – we found that it was a bunch of wiring below the house that caused a bunch of smoke. The damage was minimal. No injuries were reported. WAFD responded three vehicle wrecks in August.

Our monthly training was held on August 17th. Crews trained on water rescue and diving at the pool. Thanks to the parks department for leaving the pool filled for us to train. This is vital for our rescue dive team. Many families of firefighters were also invited to attend to watch how we operate, and to have a swim before the pool closed. Thanks to all who helped with this event!

Our annual golf tournament was held on July 31. We had 20 teams and raised approximately \$5500 for equipment. This was a fantastic event, with participation from numerous groups and organizations.

I attended numerous department head meetings, county EMS & county fire meetings. Full time staff continues to be busy responding to EMS & fire calls, fire inspections, rental inspections, and normal duties around the fire station. Year to date calls for service continue to be elevated.

Our August monthly fire meeting minutes are attached.

We are here and ready to respond.

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

Brendan DeLong
Fire Chief
Washington Fire Department

MAINTENANCE & CONSTRUCTION DEPT. REPORT

8-20-22/9-2-22

STREETS: Personnel repaired an alley north of East Monroe, between South 4th Ave & South 3rd Ave. The street sweeper cleaned the downtown area and hit the priority streets among others. Personnel trimmed some trees at the intersection of North Marion Ave-West 18th St due to a complaint of visibility reasons. Personnel poured 5 yards of concrete in 8 sidewalk repairs.

WATER DISTRIBUTION: Personnel had 9 water shut offs for nonpayment. Personnel repaired two water box services-221 South Ave D (replaced curb stop) & 518 South 8th Ave (replaced rod). Personnel installed a one inch water service to #5 Circle Drive. The 11th water main break was repaired at North Iowa-15th St.

SEWER COLLECTION: Personnel repaired a 10 ft section of 8 inch sewer main and two service taps located at 433 (4 inch) & 430 (6 inch) South 8th Ave. Personnel assisted with WWTP personnel in vacing out the Parkside lift station.

STORM SEWER COLLECTION: Personnel repaired an intake located at North 12th Ave-East 3rd St.

MECHANIC/SHOP: Personnel serviced #144 (carburetor, fuel pump and water dump valve), SV 300 (rotated tires and repaired light), #115 (repaired box vibrator), Street sweeper (installed new gutter broom motor and replaced fill hose), PD Trailblazer (replaced blower motor and wire harness), PD 009, PD 306, PD 307, 004, PD 232 (rewired lights), FD Tanker 2 (repaired two air brake leaks) and FD Engine 1.

OTHER: Personnel responded to 71 One Call Locates. Yard waste collection continued each week. Personnel hauled spoil away from the shop. M/C's fire extinguishers had they're annual inspection.

*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 Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

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

Activity Report August 2022

Rhonda Hill
Administrative Assistant

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

Jason Chalupa
Sergeant

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

Aaron Kephart
Police Officer

Tanner Lavelly
Police Officer

Christopher Raymer
Police Officer

Mia Brdecka
Police Officer

Officers remained busy during August with 453 calls for service, including 62 animal complaints (this includes 28 calls for bats and 15 for dogs at large). There were 23 calls for mental health crisis and several others for reports of disorderly conduct, vandalism, and trespass.

Sergeant Altenhofen and Investigator VanWilligen provided ALICE training to staff of the Washington School District.

Officer Adam and Officer Raymer attended Advanced Roadside Impaired Driving Enforcement training sponsored by the Governor's Traffic Safety Bureau.

Officer Cardenas and Chief Lester visited with attendees at the Latino Fest.

Officer Brdecka completed five weeks of field training with Sgt. Altenhofen and began her 16-week Iowa Law Enforcement Academy certification on August 29th.

Chief Lester participated in the downtown community forum to discuss homelessness and partnered with Fire Chief DeLong to hand out books at the Farmer's Market.

Respectfully submitted,

Jim Lester
Chief of Police

Washington Police Department

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

2022 Activity & Offense Report For the Month of: August

ACTIVITY	Previous Month	Current Month	Year – to – Date
Calls For Service	426	453	3482
Animal Calls	31	62	267
Citations / Warnings	12	55	304
Parking Tickets	0	37	87
Golf Cart/UTV Registrations	1	0	38
Vehicle Unlocks	28	19	237
Arrest Warrants Served	14	7	96
Search Warrants Served	0	3	38
Mental Health Crisis	14	2	125
Traffic Stops	29	35	317
Traffic Accidents	18	16	131
Arrests	21	43	326
Reportable Offenses	36	56	442
Assault	8	12	59
Burglary	4	2	20
Burglary to Motor Vehicle	1	2	17
Domestic Assault	2	3	16
No Contact Order Violation	1	4	19
Criminal Mischief/Vandalism	4	6	57
Drunkenness (Intoxication)	1	2	11
Driving Intoxicated (OWI)	1	0	10
Drug Offense	0	1	28
Drug Paraphernalia	0	2	14
Harassment/Intimidation	3	4	18
Sex Offense	0	1	5
Theft (Includes Shoplifting)	6	3	71
Trespass	0	6	9
Weapons Violation	0	0	2

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

**WWTP report
September 20th , 2022
Council meeting**

- **After hour alarm and dog call outs –**
9-4-2022 Dog call to 110 W 7th St @ 11:30 a.m. Dylan
- **Dept Head meetings –Sept. 13th, 20th**
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
- **Bio-solids 2022-**Bids have been sent out for land application of bio-solids, and arrangements have been made with labs for bio-solids testing.
- **WWTP mowing-**mowing continues at the WWTP and lift stations with ongoing string trimming and weed control.
- **WWTP August 2022, Discharge Monitoring Report (DMR) –** Average daily flow **0.94 million gallons (mg)**, maximum daily flow **1.68 mg**, minimum daily flow **0.74 mg**. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for August = **>3.36"** (recorded at the WWTP).

CBOD5 removal 85% required	result = 99.6 %
Influent CBOD5 monthly total =	1430.6 mg/L
Effluent CBOD5 monthly total =	4.33 mg/L

TSS removal 85% required	result = 98.9 %
Influent TSS monthly total =	2282 mg/L
Effluent TSS monthly total =	23.67 mg/L

The Plant is Required 85% removal of both CBOD aTSS.

**Jason Whisler
9/16/2022 9:00 A.M.**



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. APPLICANT INFORMATION

Name/Event: St. James School Color Run
Coordinator: Amanda Altenhofen
Contact Number: ~~319-461-4535~~ 319-461-4535
Email Address: akaaltenhofen@gmail.com

2. EVENT INFORMATION

Event Description: 1 mile color run around St. James School

Days/Dates of Event: Oct. 7th Friday

Time(s) of Event: (Include Set Up/Tear Down Time) Starts @ 10:30 am 12:00
9:30 - 11:30
total

Event Location: St. James School

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: Attached a map and circled intersections that need closed. Intersections on (W and St.) N. Ave F, N Ave E, N Ave D, N. Ave C, N Ave H.
+ 3rd St.
Just on W 1/2

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

Other Requests

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

_____ Use of City Park (specify park : _____)

_____ Electrical Needs: _____

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

_____ Fireworks (specify location :)

_____ Use of gators/UTV/ATV on City streets

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

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

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

☒ Street barricades

_____ Emergency "No Parking" Signs

_____ Traffic cones

_____ Picnic Tables

_____ Yield signs for crosswalks

_____ Garbage/Recycling Barrels

_____ Street Sweeping following (parades)

_____ Other (please specify :)

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

_____ Amplified Sound/Speaker System

_____ Recorded/Live Music

_____ Public Address System

_____ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: _____

Phone: _____

7. INSURANCE

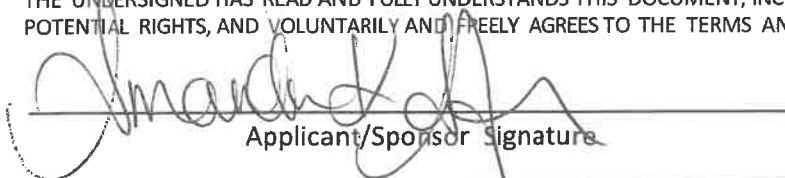
For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all 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

9/6/22
Date

DEPARTMENT APPROVALS

Indicate Date
Contacted

The applicant is responsible for coordinating with all applicable departments
in advance of City Council consideration.

9/6 email	* City Clerk	Sally Y. Hart	319-653-6584	sallyhart@washingtونيowa.gov
	(Liquor Licenses)		ext 131	
	Comments/Restrictions:			
email	* Police Chief	Jim Lester	319-458-0264	jlester@washingtونيowa.gov
	Comments/Restrictions:			
um 9/9	* Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtونيowa.gov
	Comments/Restrictions:			
9/9	* Streets	JJ Bell	319-653-1538	jjbell@washingtونيowa.gov
um	Comments/Restrictions:			
9/9	Parks	Nick Pacha	319-321-4886	npacha@washingtونيowa.gov
	Comments/Restrictions:			
	County Environmental Health (if serving food):			
	Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions:			

CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Certificate of Coverage

Date: 9/9/2022

Certificate Holder
Diocese of Davenport
780 W. Central Park Avenue
Davenport, IA 52804

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Covered Location
ST JAMES
602 W. 2ND ST
WASHINGTON, IA 52353-1933

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	9165	7/1/2022	7/1/2023	Each Occurrence	500,000
<input checked="" type="checkbox"/> Occurrence				General Aggregate	
<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Coverage is verified for claims arising out of St. James' color run on Friday, October 7, 2022.

Holder of Certificate

Cancellation

Additional Protected Person(s)

City of Washington

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael A. Johnson

0850000721

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 10/7/2022
Cancellation Date of Endorsement: 10/8/2022

Certificate Holder: Diocese of Davenport
780 W. Central Park Avenue
Davenport, IA 52804

Location: ST JAMES
602 W. 2ND ST
WASHINGTON, IA 52353-1933

Certificate No. 9165 of The Catholic Mutual Relief Society of America is amended as follows:

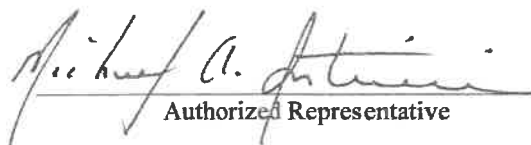
SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

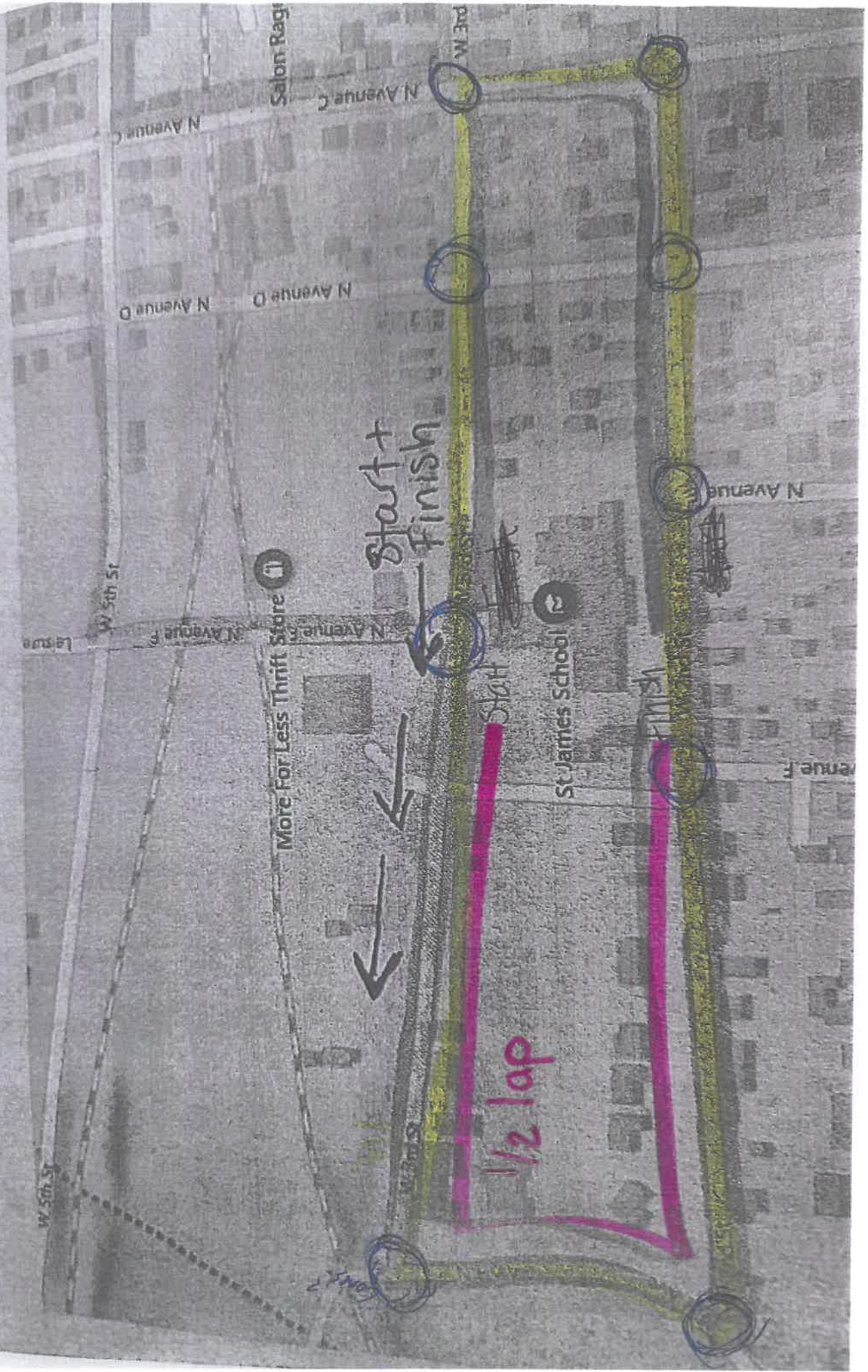
Schedule - ADDITIONAL PROTECTED PERSON(S)
City of Washington

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):
Coverage is verified for claims arising out of St. James' color run on Friday, October 7, 2022.


Authorized Representative

10/7 @ 10:30

Highway 92
W 5th St
© 2022 Microsoft Corporation





Case Report

08/10/2022 - 09/09/2022

Case Date	Main Status	Actions Taken	Method of Warning	Parcel Address	Description
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Group: Abated

8/12/2022	Abated	took pictures. neighbor sent me many pictures	Email	628 W MAIN ST	high weeds and junk trees
8/10/2022	Abated	took pictures	Email	1003 S. 12th Ave.	high weeds
8/10/2022	Abated	took pictures	Email	913 S. 12th Ave.	high weeds

Group Total: 3

Group: Closed

9/6/2022	Closed	called metal scrapper	Hanger	615 E 2ND ST	appliances at curb
9/6/2022	Closed		Verbal Warning	1409 E WASHINGTON ST	bushes over sidewalk
8/30/2022	Closed		Hanger	1633 HIGHLAND AVE	furniture at curb
8/30/2022	Closed	called landlord	Phone Call	514 S 7TH AVE	high weeds
8/29/2022	Closed		Hanger	432 E JEFFERSON ST	high weeds in ROW
8/24/2022	Closed	gave him metal scrappers phone number	Phone Call	325 E MAIN ST	appliance in back yard
8/24/2022	Closed		Hanger	421 E 2ND ST	indoor furniture outside
8/24/2022	Closed		Hanger	920 E 2ND ST	blowing grass/trash on street

8/24/2022	Closed	took pictures	Letter	316 E MAIN ST	junk trees by alley
8/23/2022	Closed		Hanger	319 S C AVE	high weeds
8/23/2022	Closed		Hanger	526 S C AVE	junk at curb
8/22/2022	Closed		Hanger	516 N 2ND AVE	junk at curb
8/22/2022	Closed		Hanger	325 E MADISON ST	furniture at curb
8/22/2022	Closed		Hanger	314 S 9TH AVE	junk at curb
8/17/2022	Closed		Email	319 E 5TH ST	high weeds around building
8/17/2022	Closed		Hanger	1413 E 3RD ST	junk vehicles
8/16/2022	Closed		Hanger	607 E POLK ST	weeds around house trailer on grass
8/16/2022	Closed		Hanger	722 S 3RD AVE	junk in driveway, junk trees need to be removed
8/15/2022	Closed	contacted maintenance dept.	Email	415 E JEFFERSON ST	broken branch in ROW
8/12/2022	Closed		Hanger	609 S MARION AVE	weeds in sidewalk, driveway, and house
8/12/2022	Closed	email landlord	Email	421 E 2ND ST	bridal wreath needs trimmed to read water meter
8/11/2022	Closed	took pictures	Letter	612 S 8TH AVE	furniture in backyard
8/11/2022	Closed	left message	Phone Call	614 S 8TH AVE	high weeds
8/10/2022	Closed	talked to landlord	Text Message	435 E MADISON ST	weeds
8/10/2022	Closed		Hanger	1009 E MAIN ST	weeds/trees around garage

Group Total: 25

Group: Open

9/8/2022	Open		Letter	611 S B AVE	high weeds and junk vehicles
9/8/2022	Open	talked to Autumn R. (renter)	Verbal Warning	1603 N 2ND AVE	neighbor complaint about junk
9/8/2022	Open	called metal scrapper	Hanger	725 S 10TH AVE	appliance at curb
9/7/2022	Open	took new pictures		1200 HWY 1 & 92	
9/7/2022	Open		Hanger	836 S B AVE	parked on grass
9/7/2022	Open		Hanger	816 S MARION AVE	furniture at curb
9/6/2022	Open		Hanger	107 N 6TH AVE	junk at curb
9/6/2022	Open		Hanger	903 S 3RD AVE	furniture at curb
9/2/2022	Open		Verbal Warning	1114 E WASHINGTON ST	mow weeds & junk vehicle
9/1/2022	Open	took pictures	Letter	403 W MADISON ST	junk vehicles and junk in yard
8/30/2022	Open	took pictures	Letter	204 E 7TH ST	junk trees in yard
8/29/2022	Open		Hanger	918 E MAIN ST	leaving waste containers at curb & junk vehicle
8/26/2022	Open	took pictures	Email	815 S 3RD AVE	living in camper??
8/23/2022	Open	took pictures	Letter	306 E MAIN ST	tree branches need to be cut back
8/23/2022	Open	emailed landlord	Email	725 S C AVE	dead tree
8/22/2022	Open	took pictures	Letter	427 S 9TH AVE	tree hanging over into neighbors
8/18/2022	Open	took pictures	Letter	622 S 2ND AVE	junk vehicle, trailer on grass
8/18/2022	Open	took picture	Letter	602 E JEFFERSON ST	dead tree

8/18/2022	Open	took picture	Letter	720 N IOWA AVE	dead tree
8/17/2022	Open		Hanger	410 E MAIN ST	boat and vehicle on grass in alley
8/17/2022	Open		Hanger	921 E 2ND ST	junk vehicle
8/17/2022	Open		Hanger	1206 E 2ND ST	parked on grass in back yard
8/17/2022	Open		Hanger	720 N IOWA AVE	3 VEHICLES ON GRASS ANOTHER VEHICLE IS JUNK
8/12/2022	Open		Hanger	614 N D AVE	indoor furniture and junk vehicles
8/12/2022	Open	took pictures and wrote letter 8/22	Hanger	717 N B AVE	junk vehicles back yard

Group Total: 25

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Total Records: 53

9/9/2022

Deanna McCusker

From: Joseph Brown <pastorjosephbrown@icloud.com> on behalf of Joseph Brown
Sent: Thursday, September 15, 2022 9:46 AM
To: dmccusker@washingtونيowa.gov
Subject: City Council Meeting 9/20/2022

Good Morning,

I am writing to confirm and clarify our item for the upcoming City Council meeting.

The Marion Avenue Baptist Church is requesting a variance so that we may continue our safety procedures for the bus line up, loading, unloading and parking. These procedures have been followed for 49 years without incident and we are asking to continue this for the time being. This variance is requested until we gain occupancy on the new building at which time we will move to take our busses from the south side to the ally and or west side. The purpose of this request is for safety reasons.

If there are any questions or concerns, please feel free to reach out to me on my cell at 319.;461.0224

Thank you for your work!

Pastor Joseph Brown.

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
SEPTEMBER 20, 2022**

POLICE	ACE-N-MORE	EQUIP/SUPPLIES/FILE CABINETS	1752.14
	ADAM, SETH	MEAL REIMBURSEMENT	47.82
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	64.60
	BDH TECHNOLOGY LLC	IT CONTRACT	522.00
	COBB OIL CO, INC.	FUEL	3131.39
	GALLS LLC	TRAINING SUPPLIES	55.20
	HILL, RHONDA	MILEAGE REIMBURSEMENT	41.88
	IGRAPHIX, INC	SHIPPING	13.45
	KIWANIS WASHINGTON AMer's	DUES J LESTER	85.00
	MPH INDUSTRIES	SPEEDVIEW COUNTER	996.08
	O'REILLY AUTOMOTIVE INC	PARTS	69.81
	PRO-VISION	PRO-VISION STORAGE FEE	30.00
	RAYMER, CHRIS	MEAL REIMBURSEMENT	44.04
	VERIZON WIRELESS	WIRELESS SERVICE	747.17
		TOTAL	7600.58
FIRE	ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
	ARNOLD MOTOR SUPPLY	PARTS	38.78
	CINTAS CORP LOC. 342	TOWEL SERVICE	77.73
	COBB OIL CO, INC.	FUEL	612.23
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	EMPLOYEE SCREENINGS	45.00
	HEIMAN FIRE EQUIPMENT	SUPPLIES	97.19
	VERIZON WIRELESS	WIRELESS SERVICE	120.03
	WASHINGTON CO HOSPITAL -MEDICAL CLINIC	TESTING	308.00
		TOTAL	1331.46
DEVELOP SERV	ACE-N-MORE	BATTERIES	12.99
	VERIZON WIRELESS	WIRELESS SERVICE	179.15
		TOTAL	192.14
LIBRARY	ACE-N-MORE	JANITORIAL SUPPLIES	47.98
	ALL AMERICAN PEST CONTROL	PEST CONTROL	40.00
	ALLIANT ENERGY	ALLIANT ENERGY	2497.76
	BAKER & TAYLOR	LIBRARY MATERIALS	501.35
	BLACKSTONE PUBLISHING	AUDIOBOOKS	146.39
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	168.00
	CINTAS CORP LOC. 342	MAT SERVICE	75.40
	DEMCO INC	OFFICE SUPPLIES	259.56
	GREAT WESTERN SUPPLY CO	JANITORIAL SUPPLIES	31.76
	IOWA RADIO PLUS	ADVERTISING	8.00
	KCH	ADVERTISING	97.32
	KCTC	PHONE & INTERNET	449.09
	OVERDRIVE, INC.	DIGITAL MATERIALS	806.45
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	188.04
	VALENTINE, TAMMY	HOMEBOUND DELIVER, SUPP &	9.38
	WASH CO AMBULANCE	AED PADS & LIFEPAK KIT	594.66
	WMPF GROUP LLC	ADVERTISING	80.00
		TOTAL	6001.14
PARKS	AERO RENTAL	SEEDER RENTAL	445.50
	ACE-N-MORE	SUPPLIES	651.52
	ALLIANT ENERGY	ALLIANT ENERGY	1695.20
	AMAZON CAPITAL SERVICES	PITCHERS MOUNDS/SUPPLIES	129.53
	BEACON ATHLETICS	WP RAKES ETC.	621.86

CASH-N-CARRY CHEMICALS LLC	CHEMICALS	190.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES	410.00
COBB OIL CO, INC.	FUEL	1078.84
IDEAL READY MIX	WP SAND VBALL CONCRETE	244.65
IOWA PARKS & RECREATION ASSOCIATION	MEMBERSHIPS, JASON & NICK	360.00
JOHN DEERE FINANCIAL	SUPPLIES	199.62
WASH CO TREASURER	ROBERTSON LAND	133.00
WASHINGTON LUMBER	LUMBER & DRI CRETE	67.87
WASHINGTON RENTAL	LID DRUM	7.78
	TOTAL	6235.37

CEMETERY

ACE-N-MORE	FLAG POLE SUPPLIES	1253.02
BIG COUNTRY SEEDS	HERBICIDE/SEED/FERTILIZER	2448.50
COBB OIL CO, INC.	FUEL	733.00
EASTERN IOWA CHIROPRACTIC CENTRE, PC	EMPLOYEE SCREENINGS	45.00
PRODUCTIVITY PLUS	BACKHOE PARTS	390.50
TIFCO INDUSTRIES	SHOP SUPPLIES	245.24
	TOTAL	5115.26

FINANCIAL ADMINISTRATI

ACE-N-MORE	SUPPLIES	36.98
ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
ALLIANT ENERGY	ALLIANT ENERGY	21.28
BAKER PAPER & SUPPLY	COPY PAPER	246.79
CINTAS CORP LOC. 342	RUG SERVICE	48.90
HART, SALLY	MILEAGE REIMBURSEMENT	14.38
HY-VEE	SUPPLIES	5.49
IGRAPHIX, INC	SHIPPING	13.00
IOWA RADIO PLUS	ADVERTISING	8.00
IOWA STATE UNIVERSITY	MUNI PROF INSTITUTE-S HART	336.00
KIWANIS WASHINGTON AMer's	DUES- D MCCUSKER	85.00
PACE PAYMENT SYSTEMS	PACE ADMIN FEE	20.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES	LEASE FOR POSTAGE MACHINE	313.44
VERIZON WIRELESS	WIRELESS SERVICE	127.81
WASH CHAMBER OF COMMERCE	SPONSOR/AMBASS DUES/JACKETS	850.99
WASH COUNTY MINIBUS	WASH COUNTY MINIBUS	33984.65
WMPF GROUP LLC	ADVERTISING	318.30
	TOTAL	36463.51

AIRPORT

ACE-N-MORE	SUPPLIES	28.34
ALLIANT ENERGY	ALLIANT ENERGY	738.49
BAUTISTA MIRANDA, YOLANDA	AUGUST CLEANING	300.00
CLOUDBURST 9	INTERNET	84.95
HORAK INSURANCE CO	INSURANCE	5060.00
VERIZON WIRELESS	WIRELESS SERVICE	46.38
VETTER'S INC-CULLIGAN WATER	AIRPORT WATER	121.94
WEST LAWN CARE	MOWING	755.00
WINDSTREAM IOWA COMMUNICATIONS	SEPT SERVICE	197.21
WMPF GROUP LLC	ADVERTISING	26.92
	TOTAL	7359.23

ROAD USE

ALTORFER	133 FILTER	39.20
ARNOLD MOTOR SUPPLY	PARTS	21.58
CHEMSEARCH FE	GAS TREATMENT FOR BULK TAN	882.35
COBB OIL CO, INC.	FUEL	2192.11
EASTERN IOWA CHIROPRACTIC CENTRE, PC	EMPLOYEE SCREENINGS	90.00
G & R MILLER CONSTRUCTION	PUSH CONCRETE @ REDLINGER	335.27
IDEAL READY MIX	CONCRETE	754.65
JOHN DEERE FINANCIAL	PARTS	28.44
MORNING SUN FARM	SKID LOADER FORKS	500.00

O'REILLY AUTOMOTIVE INC	AIR FILTERS	118.29
S & G MATERIALS	RECYCLED ASPHALT	180.13
TIFCO INDUSTRIES	LED MINI BLADES, FUSES	228.96
WASHINGTON LUMBER	CONCRETE FORM BOARDS	52.77
WELLINGTON, EARL	WRENCHES	286.30
WMPF GROUP LLC	ADVERTISING	22.27
	TOTAL	5732.32

STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	11793.21
		TOTAL	11793.21

HOTEL/MOTEL TAX	VORTEX DIGITAL BUSINESS SOLUTIONS, INC	WEB UPDATES	702.30
		TOTAL	702.30

DEBT SERVICE	UMB BANK, N.A.	GO BOND ACCEPTANCE FEE	300.00
		TOTAL	300.00

CAPITAL PROJECTS F	STOUT COMPANIES	CHALK & PAINT	986.00
	WASH CO RECORDER	MSJ CC-SUBDIVISION-RECORDI	149.00
		TOTAL	1135.00

INDUSTRIAL DEVELOP	WASH CO TREASURER	BUSINESS PARK	2898.00
		TOTAL	2898.00

RESIDENTIAL DEVELOP	WASH CO TREASURER	BELL LAND/NWL LAND/S 15TH ROW	554.00
		TOTAL	554.00

TREE COMMITTEE	MCCONNELL, MARDE	ADVERTISING REIMBURSEMENT	30.00
		TOTAL	30.00

K-9 PROGRAM	JOHN DEERE FINANCIAL	K9 FOOD	105.98
	TOWN & COUNTRY VET CLINIC	BOARDING	45.00
		TOTAL	150.98

PARK GIFT	WASHINGTON LUMBER	PAVILLION PROJ- N 18TH SOC	391.50
		TOTAL	391.50

LIBRARY GIFT	BAKER & TAYLOR	LIBRARY MATERIALS	42.30
		TOTAL	42.30

WATER PLANT	ACE-N-MORE	SUPPLIES	332.87
	ALLIANT ENERGY	ALLIANT ENERGY	24729.69
	COBB OIL CO, INC.	FUEL	94.49
	GLOBAL PAYMENTS	DC/CC ADMIN FEE	2391.74
	IA DEPT OF REVENUE	WET TAX	8046.90
	JOHN DEERE FINANCIAL	SUPPLIES	82.95
	STREFF, ROSE	MILEAGE REIMBURSEMENT	6.88
	VERIZON WIRELESS	WIRELESS SERVICE	46.38
		TOTAL	35731.90

WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	37.97
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ALLIANT ENERGY	25.52
CHEMSEARCH FE	311.60
COBB OIL CO, INC.	454.22
HY-VEE	56.43
VERIZON WIRELESS	84.39
WMPF GROUP LLC	22.27
TOTAL	992.40

SEWER PLANT

ACE-N-MORE	61.68
ALL AMERICAN PEST CONTROL	35.00
ALLIANT ENERGY	15682.55
CENTRAL IOWA DISTRIBUTING	347.00
COBB OIL CO, INC.	705.21
CUSTOM IMPRESSIONS INC	396.39
EASTERN IOWA CHIROPRACTIC CENTRE, PC	45.00
IA DEPT OF REVENUE	2197.00
IMPRESSIONS COMPUTERS, INC	142.50
JOHN DEERE FINANCIAL	207.28
MORNING SUN FARM	700.00
OMNISITE	65.75
STOUT COMPANIES	522.00
TIFCO INDUSTRIES	124.74
VERIZON WIRELESS	134.14
WINDSTREAM IOWA COMMUNICATIONS	286.66
TOTAL	21652.90

SEWER COLLECTION

ACE-N-MORE	19.98
ALLIANT ENERGY	1270.13
COBB OIL CO, INC.	1184.55
MID-IOWA SOLID WASTE EQUIPMENT	2334.83
VERIZON WIRELESS	92.76
WMPF GROUP LLC	22.28
TOTAL	4924.53

SELF INSURANCE

EMPLOYEE BENEFIT SYSTEMS	433.16
TOTAL	433.16

TOTAL 157763.19

**CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
AUGUST 31, 2022**

FUND	8/1/2022 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	8/31/2022 M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	543,811.23	46,955.31	-	311,584.91	-	279,181.63
002-AIRPORT FUND	380,829.01	25,966.46	-	116,197.52	-	290,597.95
010-CHAMBER REIMBURSEMENT	5,332.68	13,886.42	-	10,456.95	-	8,762.15
011-MAIN STREET REIMBURSEMENT	2,376.95	4,286.07	-	3,878.80	-	2,784.22
012-WEDG REIMBURSEMENT	3,176.32	8,060.82	-	7,348.38	-	3,888.76
050-DOWNTOWN INCENTIVE GRANT	163,473.15	-	-	-	-	163,473.15
110-ROAD USE	531,936.46	75,065.95	-	51,804.68	-	555,197.73
112-EMPLOYEE BENEFITS	-	78.53	-	-	-	78.53
114-EMERGENCY LEVY	-	6.33	-	-	-	6.33
121-LOCAL OPTION SALES TAX	-	81,433.34	-	81,433.34	-	-
122-LOST DEBT SERVICE	67,840.57	61,075.00	-	-	-	128,915.57
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	116,164.65	19,999.20	-	578.60	-	135,585.25
134-DOWNTOWN COMM UR	273.66	-	-	-	-	273.66
145-HOUSING REHABILITATION	50,503.82	-	-	36,787.50	-	13,716.32
146-LMI TIF SET-ASIDE	151,266.11	-	-	-	-	151,266.11
200-DEBT SERVICE	47,469.24	108.59	-	-	-	47,577.83
300-CAPITAL EQUIPMENT	147,053.70	-	-	-	-	147,053.70
301-CAPITAL PROJECTS FUND	727,643.18	166,973.50	-	937,985.24	-	(43,368.56)
305-RIVERBOAT FOUND CAP PROJ	398,997.29	-	-	-	-	398,997.29
308-INDUSTRIAL DEVELOPMENT	264,487.43	141.16	-	1,026.00	-	263,602.59
310-WELLNESS PARK	6,353.50	-	-	-	-	6,353.50
311-SIDEWALK REPAIR & REPLACE	89,650.86	-	-	704.00	-	88,946.86
312-TREE REMOVAL & REPLACE	23,988.59	-	-	-	-	23,988.59
315-RESIDENTIAL DEVELOPMENT	274,595.21	13,882.76	-	5,774.58	-	282,703.39
317-ARPA CAPITAL PROJECTS	524,295.32	544,780.77	-	78,737.00	-	990,339.09
325-BUILDING & FACILITY MAINT	13,524.60	-	-	-	-	13,524.60
510-MUNICIPAL BAND	4,743.03	-	-	-	-	4,743.03
520-DOG PARK	4,443.11	-	-	-	-	4,443.11
530-TREE COMMITTEE	13,292.34	2,350.00	-	(749.40)	-	16,391.74
540-POLICE FORFEITURE	4,590.86	-	-	-	-	4,590.86
541-K-9 PROGRAM	2,818.55	-	-	103.98	-	2,714.57
545-SAFETY FUND	3,636.89	-	-	-	-	3,636.89
550-PARK GIFT	33,467.79	1,037.15	-	-	-	34,504.94
570-LIBRARY GIFT	352,556.53	430.97	-	109.00	-	352,878.50
580-CEMETERY GIFT	7,433.00	-	-	-	-	7,433.00
600-WATER UTILITY	599,119.79	176,507.56	-	106,223.31	-	669,404.04
601-WATER DEPOSIT FUND	30,535.00	2,100.00	-	2,215.00	-	30,420.00
603-WATER CAPITAL PROJECTS	(76,164.70)	-	-	1,170.00	-	(77,334.70)
610-SANITARY SEWER	263,007.57	207,546.11	-	156,696.13	-	313,857.55
613-SEWER CAPITAL PROJECTS	(8,512.66)	8,512.66	-	-	-	-
670-SANITATION	71,929.61	53,680.85	-	48,921.99	-	76,688.47
950-SELF INSURANCE	462,874.40	-	-	3,515.88	-	459,358.52
951-UNEMPLOYMENT SELF INS	70,793.47	-	-	-	-	70,793.47
TOTAL BALANCE	6,454,778.11	1,514,865.51	-	1,962,503.39	-	6,007,140.23

Cash in Bank - Pooled Cash

Wash St. Bank - Operating Account	1,346,549.60 (1)
Wash St. Bank - Airport Fuel Account	-
Cash in Drawer	350.00
Investment in IPAIT	557,775.54
Wash St - Farm Mgmt Acct	199,047.18
Wash St Bank - CD 1/14/2019	521,185.90
Wash St Bank - CD 08/30/2018	269,015.43
Wash St Bank - ISC Account	3,113,216.58
TOTAL CASH IN BANK	6,007,140.23

Interest Rate

0.20%
N/A
0.20%
0.65%
0.65%
1.70%

(1) Washington State Bank	1,420,193.04
Outstanding Deposits & Checks/Wages payable	(73,643.44)
	1,346,549.60

**CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
AUGUST 31, 2022**

	7/1/2022					8/31/2022
FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	1,022,613.53	117,171.61	-	860,603.51	-	279,181.63
002-AIRPORT FUND	358,953.40	110,558.97	-	178,914.42	-	290,597.95
010-CHAMBER REIMBURSEMENT	7,902.24	21,666.09	-	20,806.18	-	8,762.15
011-MAIN STREET REIMBURSEMENT	2,118.03	8,572.14	-	7,905.95	-	2,784.22
012-WEDG REIMBURSEMENT	2,584.82	16,121.64	-	14,817.70	-	3,888.76
050-DOWNTOWN INCENTIVE GRANT	163,473.15	-	-	-	-	163,473.15
110-ROAD USE	504,763.55	153,069.13	-	102,634.95	-	555,197.73
112-EMPLOYEE BENEFITS	-	4,044.38	-	3,965.85	-	78.53
114-EMERGENCY LEVY	-	367.29	-	360.96	-	6.33
121-LOCAL OPTION SALES TAX	-	171,887.44	-	171,887.44	-	-
122-LOST DEBT SERVICE	-	128,915.57	-	-	-	128,915.57
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	122,812.24	19,999.20	-	7,226.19	-	135,585.25
134-DOWNTOWN COMM UR	-	273.66	-	-	-	273.66
145-HOUSING REHABILITATION	35,643.82	16,735.00	-	38,662.50	-	13,716.32
146-LMI TIF SET-ASIDE	151,266.11	-	-	-	-	151,266.11
200-DEBT SERVICE	56,467.63	4,860.20	-	13,750.00	-	47,577.83
300-CAPITAL EQUIPMENT	147,053.70	-	-	-	-	147,053.70
301-CAPITAL PROJECTS FUND	437,301.66	723,723.17	-	1,204,393.39	-	(43,368.56)
305-RIVERBOAT FOUND CAP PROJ	398,997.29	-	-	-	-	398,997.29
308-INDUSTRIAL DEVELOPMENT	255,745.84	17,478.39	-	9,621.64	-	263,602.59
310-WELLNESS PARK	6,353.50	-	-	-	-	6,353.50
311-SIDEWALK REPAIR & REPLACE	90,642.86	-	-	1,696.00	-	88,946.86
312-TREE REMOVAL & REPLACE	23,988.59	-	-	-	-	23,988.59
315-RESIDENTIAL DEVELOPMENT	278,930.49	13,882.76	-	10,109.86	-	282,703.39
317-ARPA CAPITAL PROJECTS	523,763.25	545,312.84	-	78,737.00	-	990,339.09
325-BUILDING & FACILITY MAINT	13,524.60	-	-	-	-	13,524.60
510-MUNICIPAL BAND	4,743.03	-	-	-	-	4,743.03
520-DOG PARK	4,443.11	-	-	-	-	4,443.11
530-TREE COMMITTEE	11,322.84	4,450.00	-	(618.90)	-	16,391.74
540-POLICE FORFEITURE	4,590.86	-	-	-	-	4,590.86
541-K-9 PROGRAM	2,809.30	50.00	-	144.73	-	2,714.57
545-SAFETY FUND	2,636.89	1,000.00	-	-	-	3,636.89
550-PARK GIFT	32,135.30	2,369.64	-	-	-	34,504.94
570-LIBRARY GIFT	354,318.68	893.76	-	2,333.94	-	352,878.50
580-CEMETERY GIFT	7,433.00	-	-	-	-	7,433.00
600-WATER UTILITY	495,798.75	394,460.52	-	220,855.23	-	669,404.04
601-WATER DEPOSIT FUND	30,835.00	4,050.00	-	4,465.00	-	30,420.00
603-WATER CAPITAL PROJECTS	-	-	-	77,334.70	-	(77,334.70)
610-SANITARY SEWER	188,444.50	396,639.37	-	271,226.32	-	313,857.55
613-SEWER CAPITAL PROJECTS	-	8,512.66	-	8,512.66	-	-
670-SANITATION	67,068.52	107,509.30	-	97,889.35	-	76,688.47
950-SELF INSURANCE	463,148.16	466.31	-	4,255.95	-	459,358.52
951-UNEMPLOYMENT SELF INS	73,505.00	29.35	-	2,740.88	-	70,793.47
TOTAL BALANCE	6,427,303.24	2,995,070.39	-	3,415,233.40	-	6,007,140.23

Cash in Bank - Pooled Cash

Wash St. Bank - Operating Account	1,346,549.60 (1)
Wash St. Bank - Airport Fuel Account	-
Cash in Drawer	350.00
Investment in IPAIT	557,775.54
Wash St - Farm Mgmt Acct	199,047.18
Wash St Bank - CD 1/14/2019	521,185.90
Wash St Bank - CD 08/30/2018	269,015.43
Wash St Bank - ISC Account	3,113,216.58
TOTAL CASH IN BANK	6,007,140.23

Interest Rate

0.20%
N/A
0.20%
0.65%
0.65%
1.70%

(1) Washington State Bank	1,420,193.04
Outstanding Deposits & Checks/Wages payable	(73,643.44)
	1,346,549.60

RESOLUTION NO. 2022-

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

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

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

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

WHEREAS, the attached application for 503 South 15th Street for Tyler J. Rausch and Tara E. Zwer, Parcel ID 1116359007, has been completed and reviewed by staff and is recommended for approval.

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

Passed and Approved this 20th day of September, 2022.

Jaron Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

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

_____ Prior Approval for Intended Improvements

_____ Approval of Improvements Completed

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

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

Residential

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

Commercial/Industrial

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

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

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

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

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

Address of Property: 503 S 15th Ave Washington, IA 52353

Legal Description: _____

Title Holder or Contract Buyer: Tyler J. Rausch and Tara E. Zwer

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 319-461-8272

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

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

Proposed Property Use: Residential

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

Specify: Residential Home

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

Date Permit(s) Issued: 7/26/21, 1/25/22, 8/16/22

Permit(s) Valuation: _____

[Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: JUNE 16th 2022

Estimated or Actual Cost of Improvements: 350K

Signature: Tara Zwer

Name (Printed) Tara Zwer

Title: Home Owner

Company: _____

Date: _____

FOR CITY USE

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

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

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

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

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

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



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

Residential Building Permit

Permit Number: 210425
Property Address: 503 S. 15th Ave.

Project Cost: 230000
Issue Date: 07/26/2021
Expiration Date: 12/26/2021

Job Description: New Residential home

Owner:
 Dave Nacos
 ,
 3196531911
 lnacos5@hotmail.com

Contractor:
 VC INC

 Washington IA 52353

Fees	Amount	Payments	Account Paid
Building Zoning Permit Fee	\$1,119.14	VC Inc	\$1,119.14
Total Fee: \$1,119.14		Total Paid: \$1,119.14	

Notes:

Issued By Jeff Duwa

07/26/2021
 Date

Certificate of Occupancy

Department of Building Inspection

Washington Iowa

215 E Washington St

Washington, IA 52353

Zoning Permit Number: 210425



This certificate is issued pursuant to the requirements of §165.24.B. of the City of Washington Code. This document certifies that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction or use for the following:

Date: 08/16/2022

Owner: Tara Zwer and Tyler Rausch

Occupancy Number: 220259

Owner Address:

Building Address: 503 S. 15th Ave.

Code Year: 2018 IRC

Stipulations or conditions: None.



Jeff Duwa
Building & Zoning Administrator

City of Washington

Elm Grove & Woodlawn Cemetery

Elm Grove & Woodlawn Cemetery would like to request City Council's consideration for purchase and installation of a new East fence (North ½) at Woodlawn Cemetery. This purchase will be paid for out of the cemetery gift fund. We have sent out for bids for 300' of black PVC coated chain link fence to be installed by the fencing company. This will replace the North ½ of the East fence. We have already removed the North ½ of the old fence and it is ready for installation of new fence.

The lowest bid received meeting all specifications was from Gullett Fence & Guard Rail Inc. of Ottumwa. The other bid received was from D & N Fence, Co. of Cedar Rapids.

Gullett Fence & Guard Rail Inc.: \$5,355.00

D & N Fence Co., Inc.: \$6,385.00

If you have any questions, please feel free to contact me. I will be happy to answer any questions that you may have. Thank you for your consideration.

Sincerely,

Nicholas Duvall

Cemetery Sexton

Elm Grove & Woodlawn Cemetery

319-653-3927 Office

319-461-1490 Cell

nduvall@washingtونيowa.gov

Gullett Fence & Guard Rail Inc.
PO Box 914
Ottumwa, Iowa 52501
641-682-4971

Estimate

Date	Estimate No.
8/19/2022	1337

Name/Address

City of Washington
C/O Nicholas Duvall
501 W Adams St
Washington, IA 52353

P.O. No.	Project

Description	Qty	Rate	Total
Cemetery			
Installation of approx 300' of 4' 9ga black chain link 1 3/8" top rail 1 5/8" line posts 2 1/2" terminal posts Posts driven in		3,855.00	3,855.00
Labor		1,500.00	1,500.00
** Due to current market volatility prices are subject to change after 5 business days.			
Sales Tax		7.00%	0.00
All surveying to be done by others. The customer assumes responsibility for the location of property pins and staking for fence to go. All material is guaranteed to be as specified. Any		Total	\$5,355.00

All surveying to be done by others. The customer assumes responsibility for the location of property pins and staking for fence to go. All material is guaranteed to be as specified. Any alterations from the specifications will be executed only upon agreement between Gullett and the owner for an additional cost. Any dirt removal from premises will result in additional charge. 50% down and the remainder due upon completion.

****Due to market volatility prices are subject to change after 5 business days. Upon acceptance, to ensure quoted pricing, please call and/or sign and return at your earliest**

Signature



QUOTE

Thursday, September 15, 2022

D & N Fence Co., Inc.

"Craftsmanship at its finest"

4000 Blairs Ferry Rd. NE
Cedar Rapids, IA 52411
Phone: (319)-393-0468
Fax: (319)-393-0667
Email: office@dnfence.com

TO: City of Washington
Attn: Nick
215 E Washington St.
Washington, IA 52353
PH: 319-653-3927
CELL: 319-461-1490
Email: nduvall@washingtونيowa.gov

Job at: 1101 South E Ave. Washington, IA

To supply and install 300' of 42" tall black vinyl chain link fence \$6,385.00

Specs.

20 wt. posts & top rail
40 wt. terminal posts
Posts will be drove inground 36"

NOTE!!! Customer gets own permit, clears and stakes fence line and locates all private Underground utilities.

Our prices are guaranteed for 5 days.

Accounts Payable Address _____

Accounts Payable Email _____

Sign _____ Date _____

Quotation prepared by: Tarrel Price

THANK YOU FOR YOUR BUSINESS!



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

Memo

To: City Council
From: Jeff Duwa-Building and Zoning Official
Date: 9/14/2022
Re: Preliminary Plat for Wiley Subdivision Fourth Addition and Minor Site Plan for Wiley Subdivision Fourth Addition

Issue

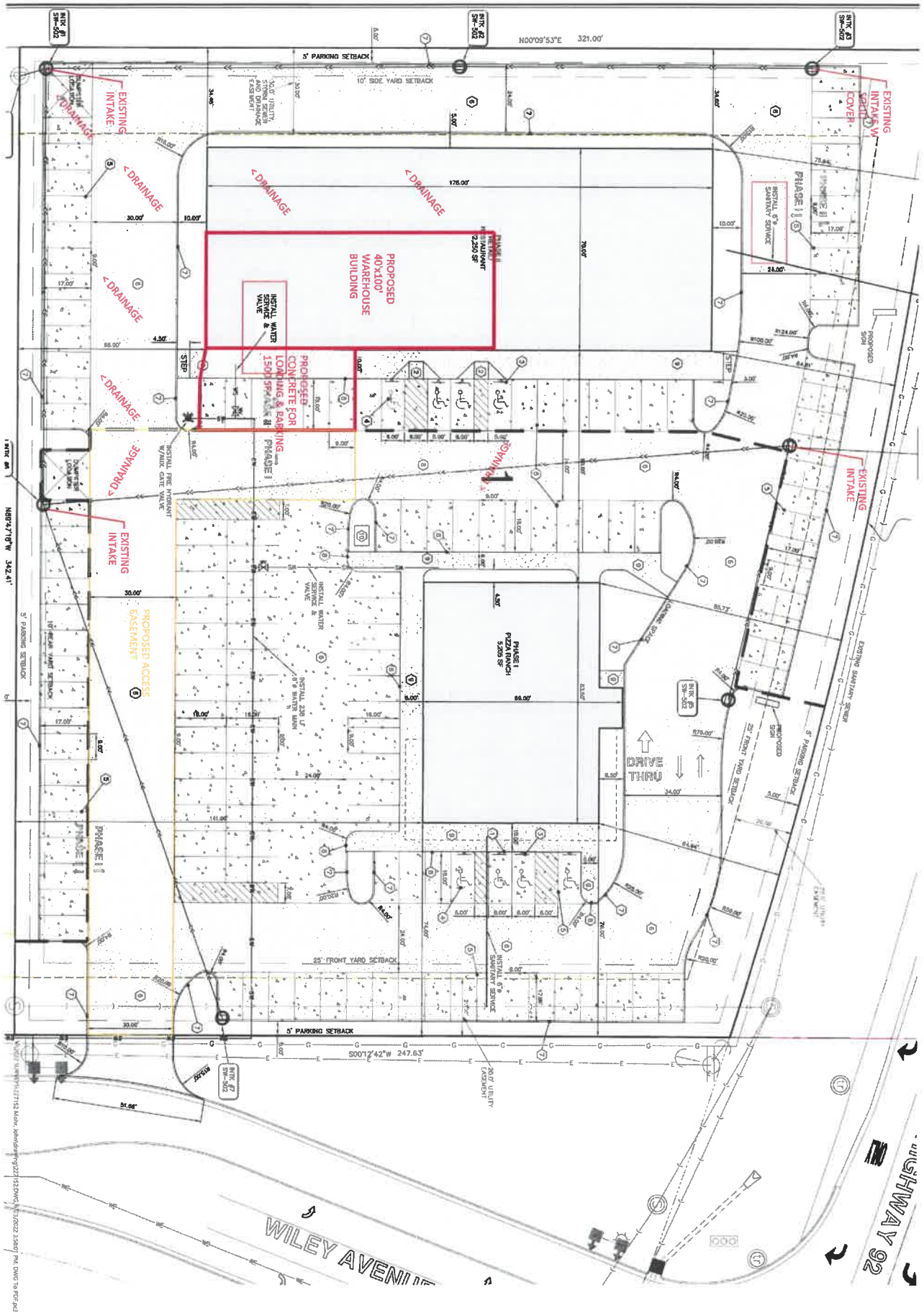
Review and consider the Preliminary Plat for Wiley Subdivision Fourth Addition, then Minor Site Plan for Wiley Subdivision Fourth Addition.

Background

David Robbs would like to purchase Lot 1 behind the Pizza Ranch. The intent is to build a 40'x100' warehouse building to store and sell items out of. On Tuesday, August 9, 2022, the City of Washington's Planning and Zoning Commission met to review and discuss the Preliminary Plat for Wiley Subdivision Fourth Addition, then the Minor Site Plan for Wiley Subdivision Fourth Addition.

Recommendation

The City of Washington's Planning and Zoning Commission recommends that the City of Washington's City Council approve the Preliminary Plat for Wiley Subdivision Fourth Addition and the Minor Site Plan for Wiley Subdivision Fourth Addition.





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

Memo

To: City Council
From: Jeff Duwa-Building and Zoning Official
Date: 9/14/2022
Re: Final Plat for Country Club View Subdivision

Issue

Review and consider the Final Plat for Country Club View Subdivision.

Background

Country Club View Subdivision will add thirty-one additional residential lots to the city of Washington consisting of mostly single-family homes and a few multifamily homes. On Monday, September 19, 2022, the City of Washington's Planning and Zoning Commission will be meeting to review and discuss the Final Plat for Country Club View Subdivision.

Recommendation

The formal recommendation will be sent via email following the conclusion of the City of Washington's Planning and Zoning meeting.

RESOLUTION 2022-__

**A RESOLUTION APPROVING THE FINAL PLAT FOR
COUNTRY CLUB VIEW SUBDIVISION,
WASHINGTON, IOWA**

WHEREAS, the owner did properly file a Final Plat for the Country Club View Subdivision, Washington, Iowa and,

WHEREAS, the legal description for said Subdivision is described as in Exhibit A; and

WHEREAS, the final plat was reviewed and approved by the City of Washington's Planning and Zoning Commission; and

WHEREAS, said property has been dedicated with the free consent and in accordance with the desires of the owner; and

WHEREAS, the aforementioned plat and subdivision is found to conform with Chapter 354 of the State Code of Iowa, Chapter 166 of the Washington Code of Ordinances, and all other ordinances and City Staff have been made; and

WHEREAS, after due deliberation, said Commission has recommended that the final platting of the proposed subdivision, be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that the final platting of Country Club View Subdivision, Washington, Iowa is hereby approved.

BE IT FURTHER RESOLVED, that the City of Washington accepts Lot A as public right-of-way.

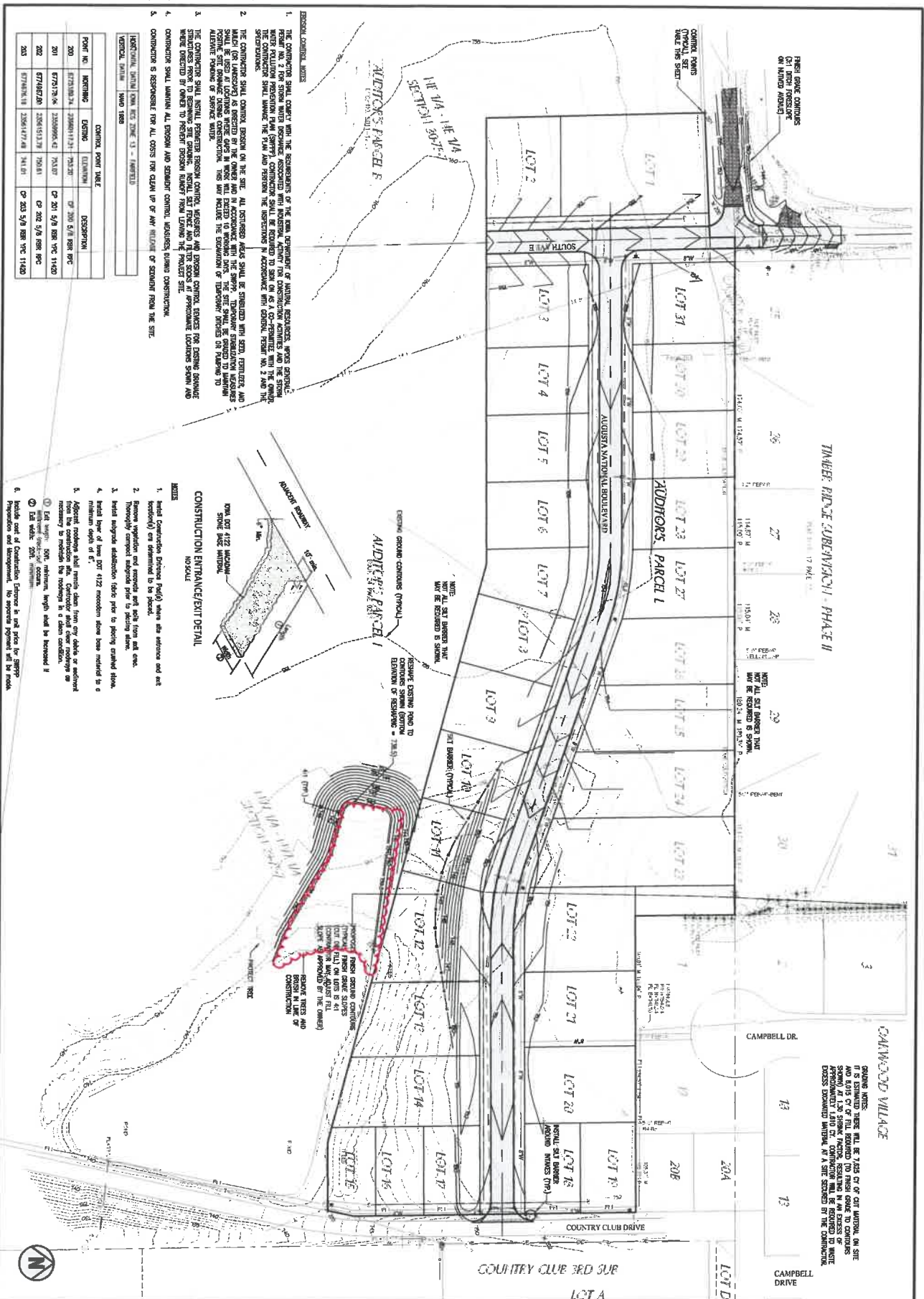
BE IT FURTHER RESOLVED that the City Clerk of the City of Washington, Iowa, is hereby authorized and directed to certify a copy of this Resolution to the County Recorder of Washington County, Iowa.

PASSED AND APPROVED this 20th day of September, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk





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

Memo

To: City Council
From: Jeff Duwa-Building and Zoning Official
Date: 9/15/2022
Re: Major Site Plan for MJL Enterprises at 1404 E. Washington St.

Issue

Review and consider of the Major Site Plan for MJL Enterprises at 1404 E. Washington St.

Background

MJL Enterprises will be removing the old structure at 1404 E. Washington St. and building a new 3 stall carwash which will increase the green space by several thousand square feet from the previous structure. On Monday, September 19, 2022, the City of Washington's Planning and Zoning Commission will be meeting to review and discuss the Major Site Plan for MJL Enterprises at 1404 E. Washington St.

Recommendation


The formal recommendation will be sent via email following the conclusion of the City of Washington's Planning and Zoning meeting.

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G **GARDEN & ASSOCIATES, LTD.**
ENGINEERS & SURVEYORS

1701 3rd Avenue East, Suite 1	806 Wyoming Ave.
P.O. Box 451	Crestline, Iowa 50801
Osaka, Iowa 52577	641.782.4005 Phone
641.672.2536 Phone	641.782.4118 Fax
641.672.2091 Fax	

800.431.2524 (toll free) email@gcardenassociates.net

SCALE:	
DRAWING BY:	THH
APPROVED:	BLJ
REVISIONS:	
DATE:	SEP. 1, 2012
PROJECT NO.:	90222476
SHEET NO.:	2 OF 2



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

Memo

To: City Council
From: Jeff Duwa-Building and Zoning Official
Date: 9/15/2022
Re: Major Site Plan for Scooter's Coffee at 321 S. Iowa Ave.

Issue

Review and consider of the Major Site Plan for Scooter's Coffee at 321 S. Iowa Ave.

Background

Scooter's Coffee intends to build a drive-up and walk-up window application at 321 S. Iowa Ave. once the Captains Table building is removed. On Monday, September 19, 2022, the City of Washington's Planning and Zoning Commission will be meeting to review and discuss the Major Site Plan for MJL Enterprises at 1404 E. Washington St.

Recommendation

The formal recommendation will be sent via email following the conclusion of the City of Washington's Planning and Zoning meeting.

SITE PLAN APPLICATION

Date of Submittal: 09/12/22



MAJOR



minor

\$300.00 Application Fee

Site Address or Legal Description: 321 Iowa Ave. Washington, IA

Applicant: Krisandra Lippert
Name

Telephone or Cell Phone 210.818.5293

Site Plan Prepared By: Maggie Motto
Name

Telephone or Cell Phone 563.726.6307

10500 Sapp Brothers Dr, Omaha NE 68138
Address

Email krisandra.lippert@scooterscoffee.com

RTM, 5137 Utica Ridge Rd. Davenport, IA
Agency and Address

Email maggie.motto@rtmec.com

Project Description: Scooter's Coffee kiosk with drive through lane and walk-up window

Required information includes:

- ☐ Date of preparation and north arrow
- ☐ Scale no smaller than 1" = 100'
- ☐ Legal description or street address
- ☐ Names and addresses of property owner, plan preparer, applicant, and applicant's attorney
- ☐ Property lines and area of the site
- ☐ Total dwelling units and bedrooms per unit
- ☐ Total commercial floor area and type of uses
- ☐ Exterior dimensions of structures
- ☐ Setback distances from property boundary lines
- ☐ Distances between structures
- ☐ Dimensions of parking areas and walkways
- ☐ Location of outdoor dumpsters and recycling areas
- ☐ Materials and methods proposed to prevent soil erosion from the construction activity
- ☐ Landscaping plan that shows existing and proposed trees, and vegetative screening

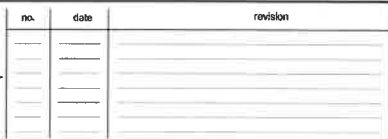
- ☐ Location and size of existing and proposed utilities, including fire hydrants
- ☐ Complete traffic circulation and parking plan
- ☐ Locations of rivers, streams, wetlands, and flood hazard areas

The City may require additional information:

- ☐ Locations and types of proposed lighting
- ☐ Details of fences and retaining walls
- ☐ Detail of landscape or structural screening for outdoor parking and storage areas
- ☐ Locations and specifications for storage of flammable, corrosive, or hazardous materials
- ☐ Existing and proposed contours
- ☐ Location and type of signs
- ☐ A storm water runoff plan
- ☐ Typical cross section of proposed streets, alleys and parking areas

For complete information on submittal requirements and design standards, see Chapter 164 of the City of Washington's Code of Ordinances.

PROPOSED	EXISTING	
		STORM MANHOLE
		STORM INLET
		FLAMED END SECTION
		SANITARY MANHOLE
		SANITARY/STORM CLEANOUT
		WATER VALVE
		HYDRANT
		POWER POLE
		POWER POLE w/ LIGHT
		GAS WIRE
		ELECTRIC PEDestal TRANSFORMER
		TELEPHONE PEDestal
		GAS METER
		LIGHT POLE
		TRAFFIC SIGNAL
		SIGN
		BRUSH/STUB
		CONTROL POINT
		SUBWAY BOUNDARY
		LOT LINE
		EASEMENT LINE
		R.O.W. LINE
		SETBACK LINE
		SANITARY SEWER
		STORM SEWER
		WATER LINE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		GAS LINE
		TELEPHONE LINE
		FIBER OPTIC CABLE
		UTILITY LINE
		CONTOUR



Project no.	22 SCT C10
Designed by:	mfm
Drawn by:	cam
Checked by:	mfm
Date:	09.12.2022

SITE PLAN



September 11th, 2022

City Washington
215 E Washington Street
Washington, IA 52353
Attn: Deanna McCusker

Re: Scooters Coffee Site Plan Approval

Dear Deanna;

Please accept this cover letter as an introduction and narrative for the above design review in the City of Washington.

Scooters is very excited to be working with the City of Washington, and we are looking forward to building a long-term relationship while becoming part of the local community.

Scooter's Coffee was founded in the Omaha area in 1998 and is rapidly growing. In 2021 (90+) new stores opened and this year we are well on our way to exceeding last year's growth with over 150 stores opening in 2022! To date we have 370+ stores open and operating!

Scooter's Coffee is not new to Iowa, with a stores either open or in development in Decorah, Waterloo, Cedar Rapids, Mt. Vernon, Coralville, Maquoketa, Muscatine, Marion, Hiawatha and of course here in Washington!

Scooters is a drive-thru concept serving specialty coffee drinks, real-fruit smoothies, power drinks and breakfast food, including hand-made from scratch cinnamon rolls in the facility in Omaha. And, we work directly with the growers to single source only the 10% highest quality beans available anywhere in the world!

Our roots are set in the drive-thru model, with no interior seating, patio, or public access. This not only helps with quality and speed, but it reduces waste and provides a cleaner site environment as well.

Our motto is "Amazing People, Amazing Drinks, Amazingly Fast". We are all about positive interactions with our customers, with a major focus on moving them through our line as fast as possible.

Customer service and sharing smiles is our priority and this, along with speed at our drive-thru is what drives us, ever striving to grow and improve while maintaining the consistency our customers expect.

While the previously attached profile shows our mission, our core competencies are what really make Scooters so special, Integrity, Love, Humility, & Courage.

Every person who joins the Scooters team truly believes in these core values and as such, we subscribe to these values individually, with our teammates, and ultimately with our customers and communities.



This location will employ approximately 15 - 20 employees, and partner alongside the local neighborhood to support and respect its families and patrons.

Site/Building Data:

The Scooters Coffee at this location will have a walk-up window and a patio for pedestrian guest to order and site – we are very excited to incorporate this model into such a vibrant location! Please note that the elevations submitted here will not show the walk-up window, but we are working on the project specific elevations and will submit those with the building permit application or, sooner if needed.

This Scooters is approx. 670 sq ft and serves pre-packaged breakfast items so there is no hood, gas, or dish machine; it also has no fire alarm or sprinklers. Because it is drive-thru only, it is better for the environment using less materials thereby creating less waste with no exterior ground trash etc.

The trash enclosure will be fully enclosed, and finishes will match the building.

Schedule:

Project scheduling is contingent upon city approvals. Once approvals are granted, we will submit for a building permit. We would like to start construction as soon as possible thereafter, which is a typical 14-16 week construction schedule and two weeks to prepare the store and its employees for the grand opening.

Again, we look forward to joining you in Washington, and are here to answer any questions you may have along the way.

Respectfully,

Krisandra Lippert

Krisandra Lippert
Development Project Manager
Scooters Coffee, Inc
210.818.5293
krisandra.lippert@scooterscoffee.com



SCOOTER'S COFFEE: COMPANY PROFILE

THE SCOOTER'S COFFEE STORY

It all started in 1998 with one small coffee drive-thru. While living in California, co-founders Don and Linda Eckles witnessed the development of the specialty coffee industry and the drive-thru coffee model. They decided to fuse the two concepts together and bring the idea back to their home state of Nebraska.

The Eckles opened the first Scooter's Coffee in Bellevue, Nebraska, on March 23, 1998. On that blustery morning, Linda Eckles flashed her signature smile, opened the drive-thru window and served the very first cup of world-class Scooter's Coffee. The instant warmth from the friendly conversation, the unique smiley face stickers and the freshly brewed coffee kept the customers coming back for more.

Today, you can visit one of our many stores located across the country, and you will still feel the spirit of that very first store in every single sip! The roots of the company remain at our headquarters in Omaha, where we roast only the top beans from across the world and bake from scratch our signature cinnamon rolls and pastries.

OUR MISSION

Our mantra is "Amazing People ...Amazing Drinks... Amazingly Fast!"® and reflects a steady commitment to providing an unforgettable experience for our customers.

OUR STORES

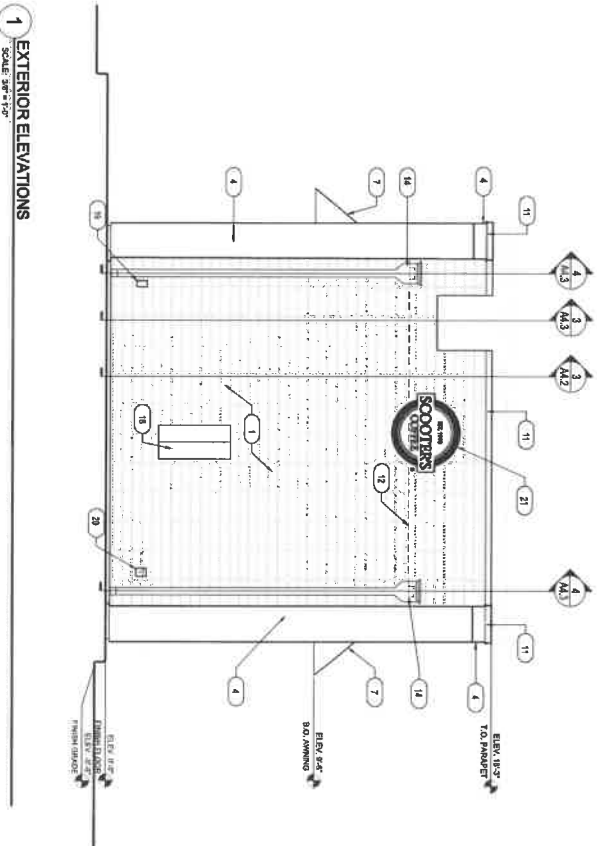
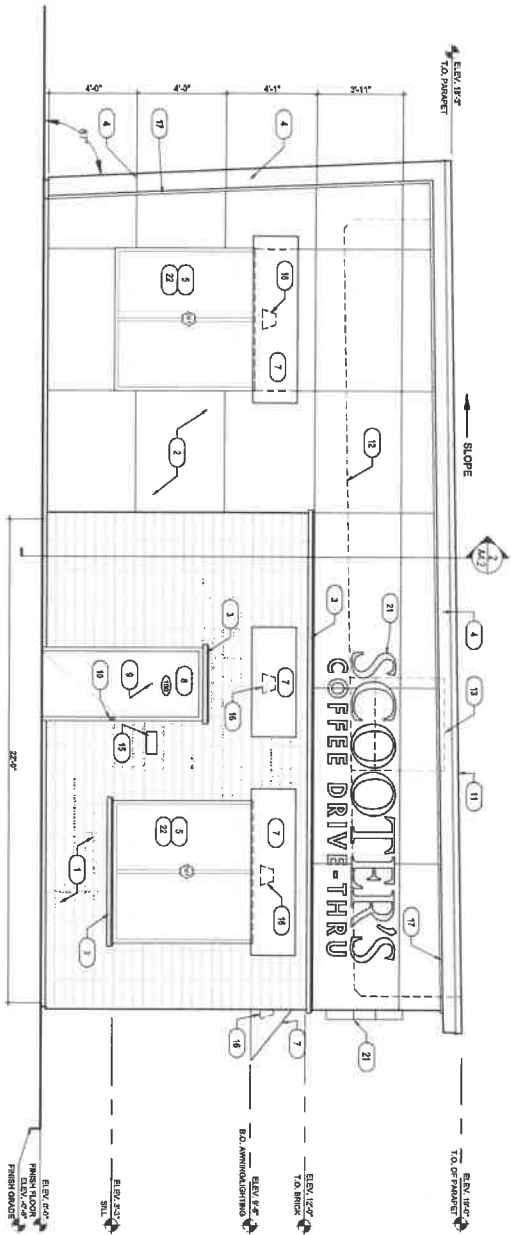
The Scooter's Coffee "drive-thru kiosk" model is the original business model of the company and remains at the core of our brand. However, we have also experienced success with our drive-thru coffeehouses, where it serves as a gathering place for our customers to enjoy quality coffee, impeccable service and a welcoming atmosphere.

We are in states such as Texas, Florida, Iowa, Illinois, Kansas, Oklahoma, Colorado, Missouri, Utah, New Mexico and more. We are currently moving into Wisconsin, Minnesota and the Dakota's - to date we have 346 stores open and operating, with more coming every month!



SCOOTER'S
COFFEE DRIVE-THRU





KEYNOTES

1. EXPOSED THIN BRICK VENEER, STITCHED BOND - COLOR: WINDMILL
2. ROOFING: SMOOTH FINISH
3. INTERIOR: SMOOTH FINISH
4. INTERIOR: SMOOTH FINISH
5. INTERIOR: SMOOTH FINISH
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20. INTERIOR: SMOOTH FINISH
21. INTERIOR: SMOOTH FINISH
22. INTERIOR: SMOOTH FINISH



PROJECT ADDRESS:

PERMISSIONS:

TITLE:
EXTERIOR
ELEVATIONS

DATE: _____

PROJECT NO: _____

☐ DESIGN DEVELOPMENT

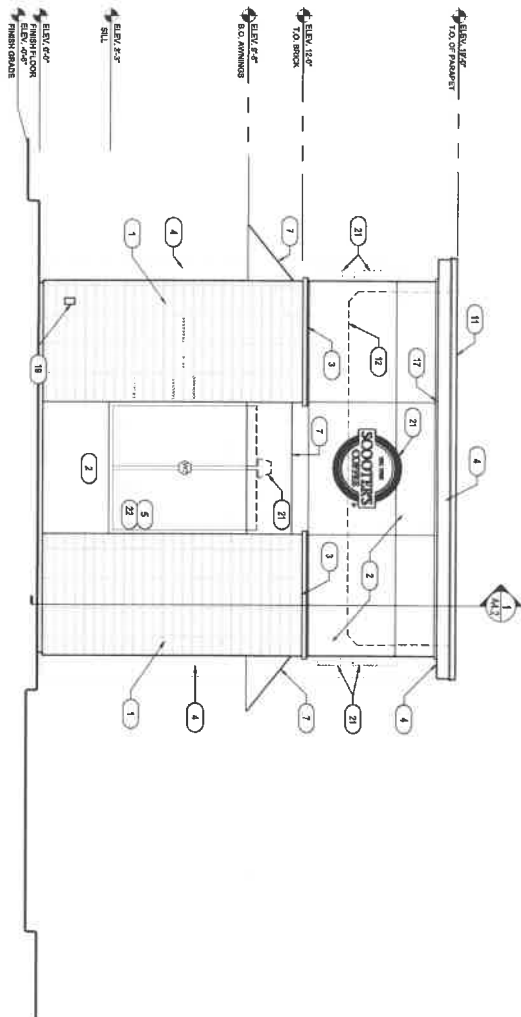
☒ PERMIT SUBMITTAL

☐ BID PACKAGE

☐ CONSTRUCTION ISSUE

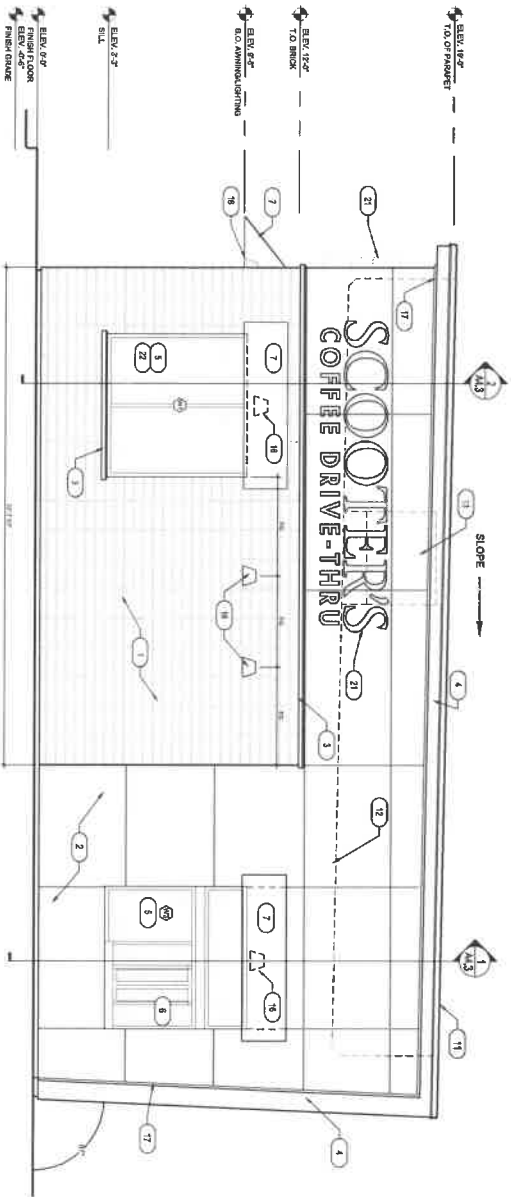
SHEET NO: _____

A3.1



2 EXTERIOR ELEVATIONS

SCALE: 3/8" = 1'-0"



1 EXTERIOR ELEVATIONS

SCALE: 3/8" = 1'-0"

KEYNOTES

1. EXTERIOR WALLS: BRICK VENEER, PLACED OVER CONCRETE FOUNDATION.
2. WINDOW FRAME: ALUMINUM, FINISH: BRASS.
3. 3" WIDE DOOR, FINISH: BRASS.
4. 30 GAUGE METAL ACCENTS AND JOINTS - COLORED BRASS.
5. INSULATED OVER BRICK ALUMINUM WINDOWS WITH DUAL PANE GLASS.
6. QUADREX ALUMINUM WINDOW - COLORED BRASS.
7. FINISH BY OTHERS - COLORED BRASS.
8. INSULATED ALUMINUM WINDOW FRAME - COLORED BRASS.
9. PREP. HOLE BY DOOR MANUFACTURER.
10. DOOR BELT.
11. 30 GAUGE METAL FINISH CAP.
12. LINE OF ROOF BEYOND.
13. ROOF TOP LIFT BEYOND, SEE MECHANICAL DRAWINGS.
14. ROOF FLASHING AND DRAINAGE - SEE MECHANICAL.
15. INSIDE DOOR AT 3" WIDE AND WITHIN 3" OF DOOR.
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS.
17. LIGHT LAMP, SEE ELECTRICAL DRAWINGS.
18. BRASS PANEL, SEE ELECTRICAL DRAWINGS.
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS.
20. HANG WALL, SEE PLUMBING DRAWINGS.
21. BRASS BY OTHERS, LAMINATE A SEPARATE FINISH.
22. GRANITE SLABS.



PROJECT ADDRESS:

REVISIONS:

TITLE:
EXTERIOR
ELEVATIONS

DATE:
PROJECT NO.:

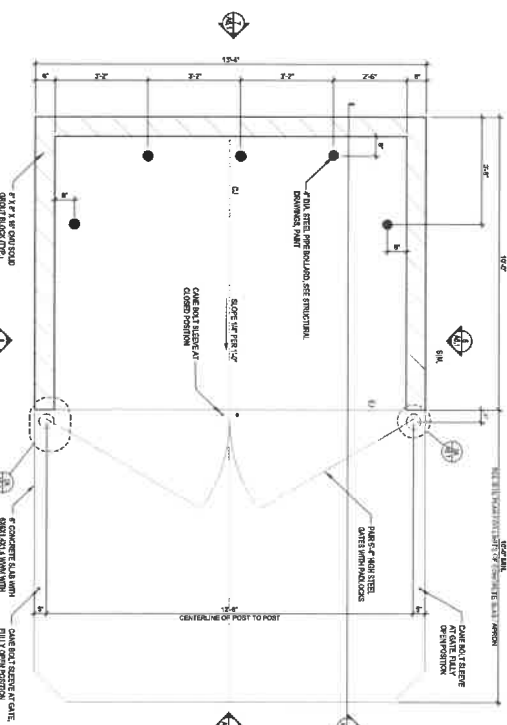
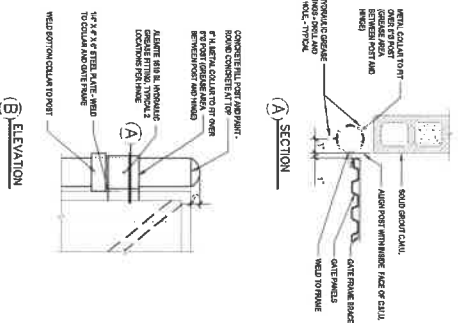
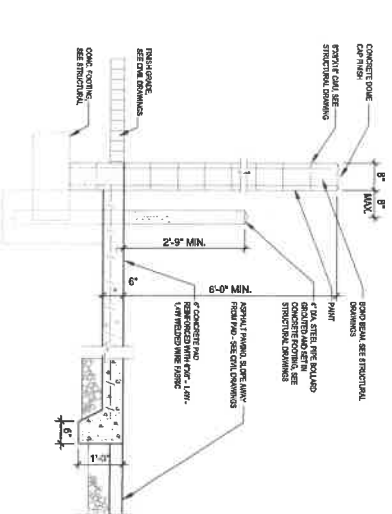
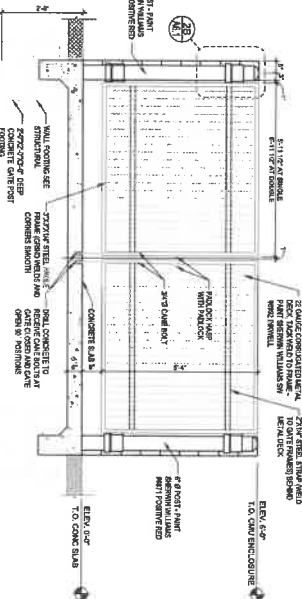
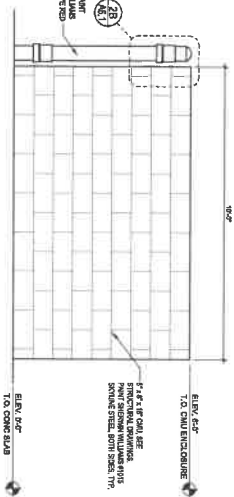
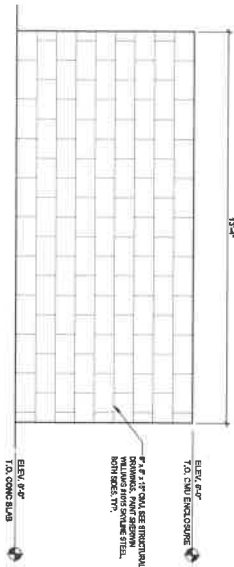
- ☐ DESIGN DEVELOPMENT
- ☐ PRELIMINARY
- ☐ BID PACKAGE
- ☐ CONSTRUCTION ISSUE

SHEET NO.

A3.2



15074 N. 17th ST., STE 100
SCOTTSDALE, AZ 85250





DRAWING #: 121772
PROJECT ID: n/a

SALES PERSON: Andy Nelson

DRAWN BY: Sean Cornett

DATE: 10.01.19

INSPECTED BY:

Revised:



SCOOTER'S
COFFEE

VARIOUS
LOCATIONS

Omaha Neon
Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.8077 • 402.341.7654 fax

This drawing and all material appearing hereon constitute the
original copyrighted work of Omaha Neon Sign Co., Inc.
It may not be duplicated, used or released without written
consent.

Notes:

NOTICE:

ALL GRAPHIC REPRODUCTIONS ARE SUBMITTED
BY APPROVAL OF AUTHORIZED CLIENT, AS OF
DATE. ANY CHANGES TO THIS DRAWING
PRIOR TO ANY FABRICATION OF PRODUCT
OMAHA NEON SIGN COMPANY, INC. HOLDS ALL
AGREEMENTS FINAL AND TO CLIENT APPROVAL.

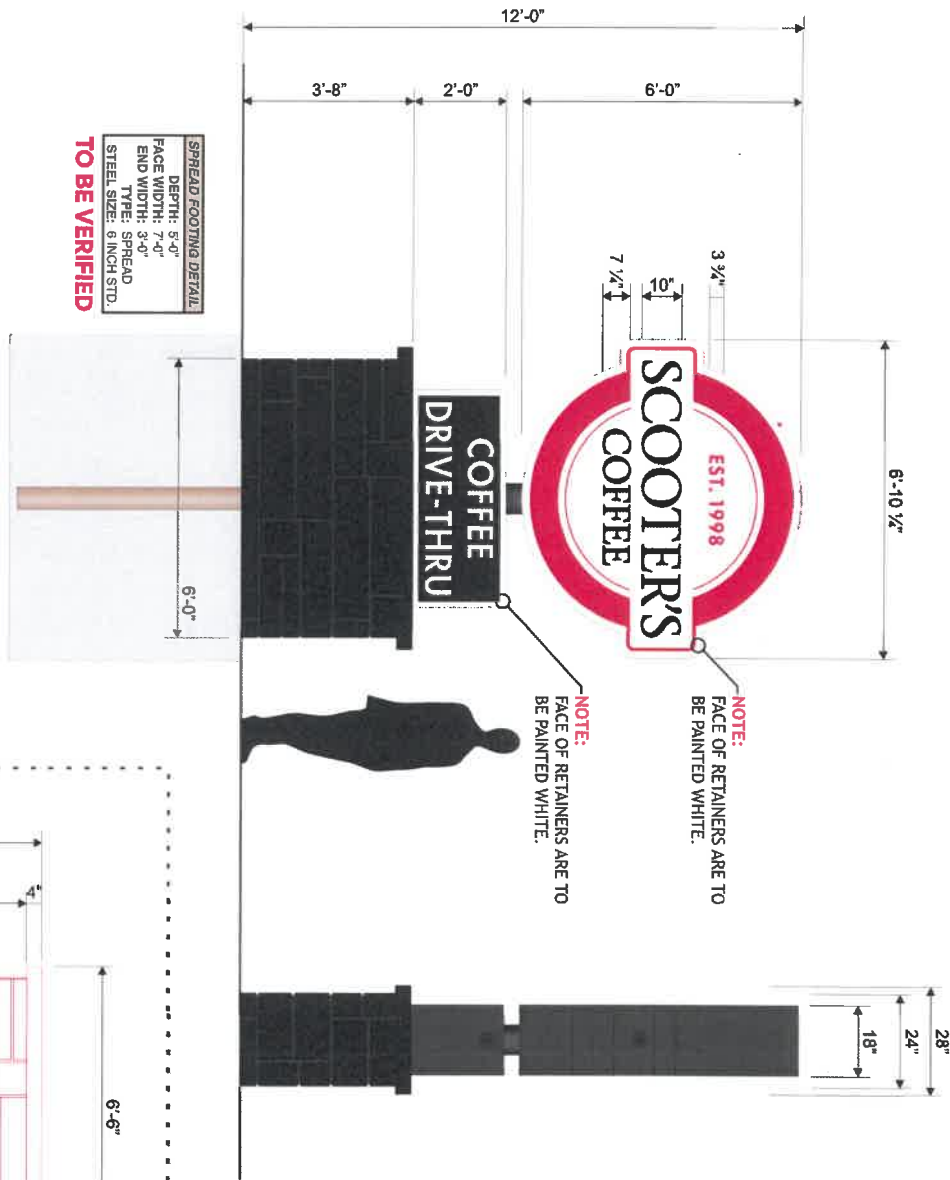
Signed _____ Date _____

Sealed By: _____ Date _____

This sign is intended to be
installed in accordance with the
requirements of Article 600 of the
National Electric Code and/or
other applicable local codes. This
includes proper grounding and
bonding of the sign.

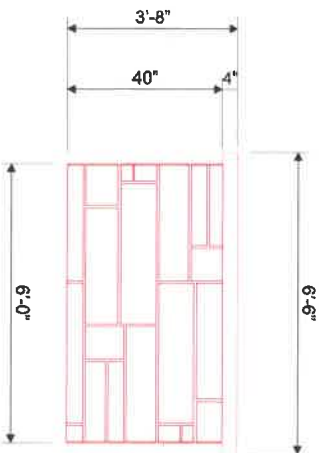


D/F MONUMENT SIGN DISPLAY:
SCALE: 3/8" = 1'-0"

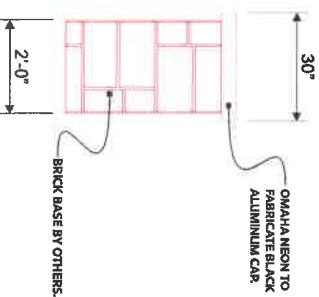


SPREAD FOOTING DETAIL	
DEPTH:	5'-0"
FACE WIDTH:	7'-0"
END WIDTH:	3'-0"
TYPE:	SPREAD
STEEL SIZE:	6 INCH STD.

TO BE VERIFIED



BASE DETAIL: FACE



BASE DETAIL: END

SCOOTER'S COFFEE DRIVE-THRU SPECIFICATIONS

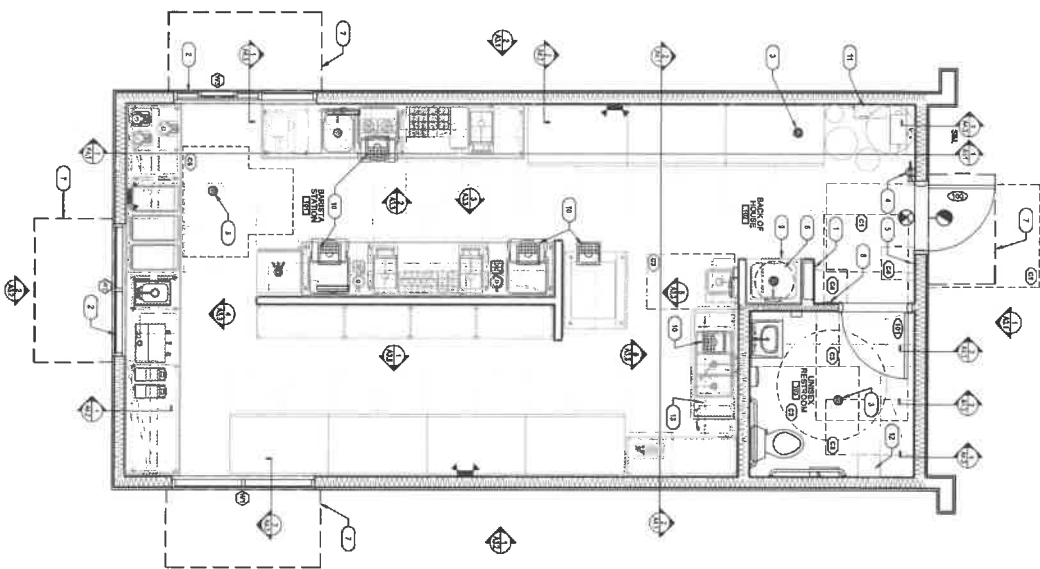
D/F SIGN CABINET(S)

FABRICATED FROM .050 ALUMINUM OVER AN INTERNAL ANGLE
FRAME WITH WHITE PRE-FINISHED ALUMINUM SKIN. RETAINERS ARE
TO BE WHITE PRE-FINISHED ALUMINUM. FACES ARE TO BE WHITE
LEXAN WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE
(AS NOTED). INTERNAL ILLUMINATION WITH ONE (1) ROW OF
SYLVANIA OSRAM D/S LED LIGHTING. CABINET IS TO BE
MOUNTED TO SINGLE POLE STRUCTURE (AS NOTED).

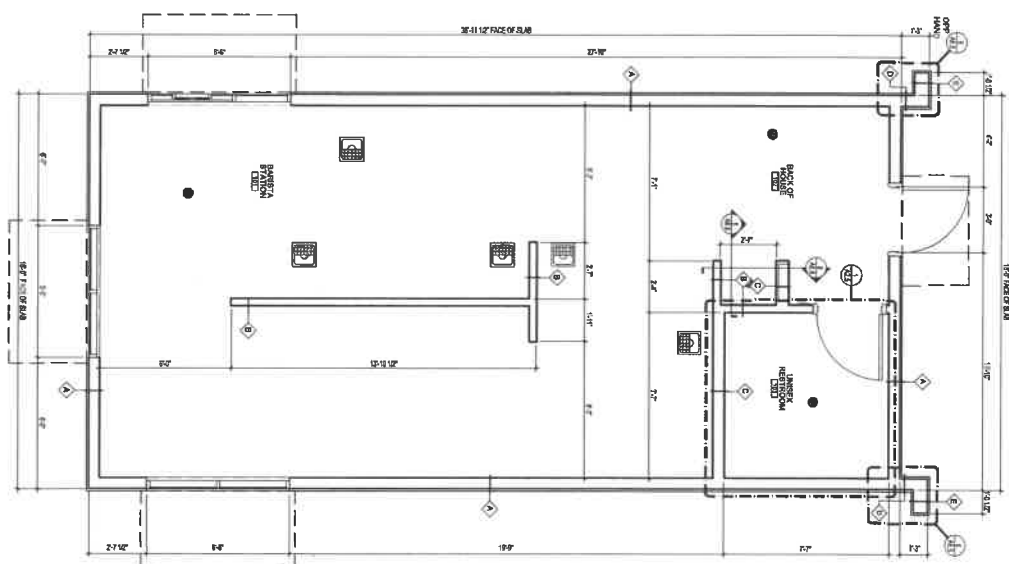
3M Series Z30



2 FLOOR PLAN
SCALE: 3/8" = 1'-0"



1 DIMENSION PLAN
SCALE: 3/8" = 1'-0"



GENERAL NOTES

1. PROVIDE ALL MATERIALS AND FINISHES TO BE USED IN THIS PROJECT AS SPECIFIED IN THE SCHEDULES AND NOTES.
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20. PROVIDE ALL MATERIALS AND FINISHES TO BE USED IN THIS PROJECT AS SPECIFIED IN THE SCHEDULES AND NOTES.

WALL LEGEND

1. EXTERIOR WALL: 12" CMU WITH 1/2" GYPSUM BOARD AND 1/2" GYPSUM BOARD ON INSULATION.
2. INTERIOR WALL: 1/2" GYPSUM BOARD ON 1/2" GYPSUM BOARD ON INSULATION.
3. EXTERIOR WALL: 12" CMU WITH 1/2" GYPSUM BOARD AND 1/2" GYPSUM BOARD ON INSULATION.
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KEYNOTES - FLOOR PLAN

1. FLOOR PLAN: 12" CMU WITH 1/2" GYPSUM BOARD AND 1/2" GYPSUM BOARD ON INSULATION.
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20. FLOOR PLAN: 12" CMU WITH 1/2" GYPSUM BOARD AND 1/2" GYPSUM BOARD ON INSULATION.

CLEARANCE KEYNOTE

20

REVISIONS:

PROJECT ADDRESS:



TITLE:
DIMENSION
PLAN & FLOOR
PLAN

DOOR LEGEND
1. DOOR WITH A GLASS AND A LATCH
2. CIRCULAR TURNOUT
3. CLEAR FLOOR SPACE
4. TACTILE SIGN
5. TACTILE SIGN

DATE:

PROJECT NO.

SHEET NO.

A2.1



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

Memo

To: City Council
From: Jeff Duwa-Building and Zoning Official
Date: 9/14/2022
Re: Minor Site Plan for Sunset Diesel at the Business Park Subdivision

Issue

Review and consider of the Minor Site Plan for Sunset Diesel at the Business Park Subdivision.

Background

Sunset Diesel would like to build a 6,688 square ft. diesel mechanics shop at the Business Park Subdivision. On Monday, September 19, 2022, the City of Washington's Planning and Zoning Commission will be meeting to review and discuss the Minor Site Plan for Sunset Diesel at the Business Park Subdivision.

Recommendation

The formal recommendation will be sent via email following the conclusion of the City of Washington's Planning and Zoning meeting.

SITE PLAN APPLICATION

Date of Submittal: 09/09/2022

☐ MAJOR ☒ minor

\$300.00 Application Fee

Site Address or Legal Description: LOT 10 WASH BUSINESS PARK

Applicant: DONALD STUTZMAN

Name

Telephone or Cell Phone 319-458-9284

1920 W. MAIN ST WASHINGTON

Address

Email sunsetdiesel1@gmail.com

Site Plan Prepared By: TONY FREDERICK

Name

Telephone or Cell Phone 319-545-7215

HFC 510 STATE ST TIFFIN

Agency and Address

Email tfrederick@hart-frederick.com

Project Description: Minor Site Plan for new auto shop, 60' x 104' building with wrap-around porch

Required information includes:

- ☐ Date of preparation and north arrow
- ☐ Scale no smaller than 1" = 100'
- ☐ Legal description or street address
- ☐ Names and addresses of property owner, plan preparer, applicant, and applicant's attorney
- ☐ Property lines and area of the site
- ☐ Total dwelling units and bedrooms per unit
- ☐ Total commercial floor area and type of uses
- ☐ Exterior dimensions of structures
- ☐ Setback distances from property boundary lines
- ☐ Distances between structures
- ☐ Dimensions of parking areas and walkways
- ☐ Location of outdoor dumpsters and recycling areas
- ☐ Materials and methods proposed to prevent soil erosion from the construction activity
- ☐ Landscaping plan that shows existing and proposed trees, and vegetative screening

- ☐ Location and size of existing and proposed utilities, including fire hydrants
- ☐ Complete traffic circulation and parking plan
- ☐ Locations of rivers, streams, wetlands, and flood hazard areas

The City may require additional information:

- ☐ Locations and types of proposed lighting
- ☐ Details of fences and retaining walls
- ☐ Detail of landscape or structural screening for outdoor parking and storage areas
- ☐ Locations and specifications for storage of flammable, corrosive, or hazardous materials
- ☐ Existing and proposed contours
- ☐ Location and type of signs
- ☐ A storm water runoff plan
- ☐ Typical cross section of proposed streets, alleys and parking areas

For complete information on submittal requirements and design standards, see Chapter 164 of the City of Washington's Code of Ordinances.

RESOLUTION NO. 2022 –

**A RESOLUTION APPROVING AN AMENDED MANAGEMENT SERVICES
AGREEMENT FOR STEELE FAMILY AQUATIC CENTER**

WHEREAS, the City has had a mutually beneficial relationship with the Washington YMCA; and,

WHEREAS, it is necessary to make some amendments to the 2020 agreement, including updating the fee to be paid to the Washington YMCA by the City to reflect current costs over the next three (3) years; and,

WHEREAS, it is deemed mutually beneficial to enter into a (3) three-year agreement to extend the relationship through the 2025 season and thereafter is mutually agreed upon.

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

Section 1. The City Council hereby approves the amended Management Services Agreement attached to this Resolution.

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

PASSED AND APPROVED this 20th day of September, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

MANAGEMENT SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF WASHINGTON, IOWA
AND
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF WASHINGTON, IOWA

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of Washington, Iowa, an Iowa municipal corporation, having an address for business at 215 E. Washington Street, Washington, Iowa, 52353, (hereafter the "City"); and the Young Men's Christian Association of Washington, Iowa, an Iowa nonprofit corporation, having an address for business at 520 W 5th, PO Box 887, Washington, Iowa, 52353 (hereafter the "Manager").

WHEREAS, the City owns the Washington Steele Family Aquatic Center (hereafter the "Facilities") located at 1000 W. Madison Street, Washington, Iowa, 52353; and

WHEREAS, City desires to retain the services of Manager to manage the Facilities and the Manager desires to manage the Facilities; and

WHEREAS, City and Manager desire to set forth the terms under which the Manager will manage the Facilities.

NOW, THEREFORE, for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. APPOINTMENT.

The City hereby grants the Manager the exclusive right to manage the Facilities at the Washington Steele Family Aquatic Center. Manager will provide its management services during the Term of this Agreement in accordance with the terms and conditions herein contained.

II. SERVICES OF MANAGER.

Section 2.1 Management of Facilities.

Manager will provide management, supervision and direction of the operation and management of the Facilities in accordance with the standards to those prevailing at similar municipal operated outdoor aquatics centers and in accordance with standards of regulatory agencies and within in the safety standards set forth by the prevailing industry standards for aquatic centers.

Manager will be responsible to provide telephone and internet services during the months of operation, May through August for the operation and management of the Facilities.

Manager will be responsible for maintaining the regular cleanliness of the Facilities in accordance with proper sanitary standards and shall report any concerns to the City immediately.

Manager shall be responsible for all necessary water quality testing and convey any concerns to the City Certified Pool Operator (CPO) immediately.

Section 2.2 Procurement.

Manager shall purchase for the operations of the Facilities all cleaning supplies, first aid and safety supplies and equipment, office supplies and equipment, food and beverage and other services needed to operate the Facilities, except as listed in Section 3.1, 3.2 and 3.3 below.

Section 2.3 Personnel.

All personnel employed at the Facilities shall be the employees of the Manager. All employee costs, including, but not limited to salaries, benefits, FICA, unemployment insurance, and other costs of employment shall be the sole cost of the Manager. Manager shall ensure that all employees have undergone and passed the required background screening process prior to employment. Manager shall ensure all employees have obtained the required training and shall maintain the ongoing training in accordance with the prevailing standards for aquatic centers.

Section 2.4 Books and Accounts.

Manager shall keep and maintain complete and accurate books of account of all sales, gross receipts and sales tax records and returns for Facilities. All such books shall be kept and prepared in accordance with good accounting and management practices in accordance with generally accepted accounting standards. Such books shall be available for examination by the City, or any agents or auditors as designated by the City, during the Manager's normal business hours.

Section 2.5 Early Closure or Late Opening.

Manager agrees that facility shall not close early, relative to posted hours, due to low attendance. Early closures or late openings are only permissible in the case of watches or warnings issued by the National Weather Service. Manager shall make reasonable efforts to open or reopen upon the expiration of such watches or warnings, and will inform KCII Radio for broadcast if the facility is to remain closed for the remainder of the day.

III. CITY OBLIGATIONS.

Section 3.1 Cleaning, Maintenance and Repairs.

City will be responsible for maintenance of the Facilities' premises and keeping all equipment in good condition and repair. City shall provide for and will arrange garbage and trash removal necessary for the Facilities to operate in accordance to proper sanitary standards in compliance with all applicable health and sanitation laws and regulations.

City will be responsible for the necessary procedures to open and close the Facilities each season and any costs related to those procedures.

City will be responsible for back washing and vacuuming the Facility and will report to the Manager any issues that would prevent the Manager from meeting their obligations for operating the Facility.

Section 3.2 Utilities and Chemicals.

City will be responsible for providing gas and electric utility services for the operation of the Facility. City will provide the Certified Pool Operator (CPO) as required to operate the Facility in accordance with standard regulations. City will maintain the chemical systems for the Facility to ensure the proper sanitary standards are in compliance with all applicable health and safety regulations. City will purchase the necessary chemicals that are necessary for the safe operation of the Facility as deemed by the CPO.

Section 3.3 Capital Expenses.

All capital expenditures necessary for the Facilities to operate in accordance with Section 2.1 shall be at the sole cost of the City.

Section 3.4 Licenses and permits.

Manager, as agreed upon by both parties, will be responsible for obtaining, or causing to be obtained, and will maintain in full force and effect, all such licenses.

Section 3.5 Security Cameras

Manager will be provided access to the surveillance systems in place at the Facilities to ensure that any issues or concerns can be addressed immediately in accordance with the prevailing industry standards for aquatics centers. Manager shall notify City of any issues or concerns that result in damage to Facilities immediately.

IV. MANAGEMENT FEES.

Section 4.1 Management Fee

As compensation for the Manager's services hereunder, the City agrees to pay Manager an annual management fee as reflected below. This management fee shall be paid to the Manager in full no later than July 31st of each Fiscal Year that this agreement is in effect.

(a) For the 2023 Season: \$7,000

(b) For the 2024 Season: \$10,000

(c) For the 2025 Season and thereafter (unless amended): \$13,000

Section 4.2 Facility Use Fees

Manager shall set facility fees and hours of operation, subject to confirmation of the City Council. Proposed fee and hour changes shall be submitted to the Park Board of the City no later than March 1 of the effective season. Upon recommendation of the Park Board, the City Council shall consider a Resolution confirming said changes.

Section 4.3 Fee-Exempt Activities

Manager shall have the flexibility to schedule official activities of the YMCA outside of normal facility hours with no additional facility fee, unless a specific fee for that activity has been proposed by the Manager and confirmed by the Council as detailed in Section 4.2 of this Agreement.

Manager agrees to provide for facility use by local special needs groups without charge, as arranged between the Manager and any such groups. The Manager may set reasonable conditions for this use.

V. INSURANCE

Section 5.1 Workers' Compensation.

Manager will provide and maintain workers' compensation insurance on all of the Manager's employees working at the Facility and said cost will be treated as an operating expense.

Section 5.2 Liability Insurance.

Manager shall maintain at all times during the Term of this Agreement for the protection of the City and Manager comprehensive or commercial general bodily injury and property damage liability insurance in an amount of not less than \$1 million for each occurrence. Said insurance policies shall name the City as an additional insured. Manager shall provide to the City a certificate of insurance evidencing such policies with a thirty (30) day notice of cancellation.

Section 5.3 Property Insurance.

City shall keep the City structures on the premises insured against loss or damage from fire, explosion or other cause normally covered by other broad form insurance policies. Manager shall be named as an additional insured on said policy for the Facilities.

Section 5.4 Cost of Insurance.

The cost of insurance listed above in Section 5.1 and 5.2 shall be an Operating Expense pursuant to this Agreement and be the responsibility of the Manager. The costs of insurance listed above in Sections 5.3 and 5.4 shall be the responsibility of the City.

VI. TERM AND TERMINATION OF AGREEMENT.

Section 6.1 Term of Agreement.

The term ("Term") of this agreement shall commence on the effective date of this Agreement and shall continue until December 31, 2025. In the event this Agreement is not terminated pursuant to Section 6.2 or 6.3 below, the Agreement shall be extended for an additional year Term shall be effective January 1st through December 31st of the subsequent calendar year. After the completion of the initial three-year term, the Agreement will remain in full force and effect on a year by year basis until termination by either party in accordance with Sections 6.2 or 6.3 below.

Section 6.2 Termination of Agreement for Convenience

This Agreement shall remain in full force and effect until terminated by either party by giving written notice to the other party no later than November 30th of the year in which the Agreement is in operation.

Section 6.3 Notice of Default; Termination for Breach.

In the event that either party breaches any term of this Agreement, the non-breaching party may send a Notice of Default to the breaching party giving the breaching party fourteen (14) calendar days to cure said default. In the event that said default is not cured within fourteen (14) days or an extension given by the non-breaching party, this Agreement shall terminate.

In the event of termination under this Section 6.3, the breaching party shall pay all reasonable costs and attorneys' fees required to terminate said Agreement or litigate the breach in a court of competent jurisdiction.

VII MISCELLANEOUS

Section 7.1 Notices.

All notices required under this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or via hand delivery as follows:

To the City: City Clerk
 City of Washington, Iowa
 215 East Washington Street
 Washington, Iowa 52353

To the Manager Director
 YMCA of Washington County
 PO Box 887 520 West 5th Street
 Washington, Iowa 52353

Or at other such address as is from time to time designated by the party receiving the notice. Any such notice that is mailed in accordance herewith shall be deemed received when the Notice is deposited with the United States Postal Service, postage prepaid. In the event of hand delivery, the Notice shall be deemed delivered when the hand delivery is made to the address listed above.

Section 7.2 No partnership or joint venture.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City on the one part, and the Manager, its successors or assigns, on the other part.

Section 7.3 Amendment.

This Agreement shall not be amended or changed except by a written instrument executed by both parties.

Section 7.4 Authority to Enter Agreement.

- (a) In order to induce the Manager to enter into this Agreement, the City represents and warrants that the execution of this Agreement is permitted by the statutory and constitutional authority of the City and this Agreement has been duly authorized, executed and delivered, and will throughout the Term of this Agreement, constitute a legal, valid and binding obligation of the City enforceable in accordance with the terms hereof.
- (b) In order to induce the City to enter into this Agreement, the Manager represents and warrants that the execution of this Agreement is duly authorized by the Articles of Incorporation and the Bylaws of Manager, and this Agreement is duly authorized, executed and delivered, and throughout the Term of the Agreement, constitutes a legal, valid and binding obligation of the Manager enforceable in accordance with the terms hereof.

Section 7.5 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior understandings and writings with respect to such matters, and may be changed or supplemented only by a writing executed by both parties.

Section 7.6 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together, shall constitute one and the same agreement.

Section 7.7 Governing Law.

This Agreement shall be interpreted in accordance with the laws of the State of Iowa and any litigation commenced to enforce any of the terms of this Agreement shall be filed in the Iowa District Court for Washington County or the Federal District Court for the Southern District of Iowa.

Section 7.8 Binding Effect.

This Agreement shall be binding upon the successors and assigns of each of the parties hereto.

Dated this ____ day of _____, 2022.

CITY:

YMCA:

Jaron P. Rosien, Mayor

Amy Schulte, Association Director

ATTEST:

Sally Y. Hart, City Clerk



GARDEN & ASSOCIATES, LTD.

1701 3 Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52557

Phone 641.672.2526 • Fax 641.672.2091

September 13, 2022

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

Re: Country Club View Subdivision – Plat 1
Washington, Iowa
G&A 7021200

Dear Deanna,

Enclosed herewith are three copies of Pay Application No. 1 submitted by DeLong Construction for the referenced project. The total pay application is in the amount of \$333,967.75. The amount is broken down as shown on the second page of the application. \$21,975.40 is for Division 1 (\$6,812.37 is MSJ portion and \$15,163.03 is city portion), and \$311,992.35 is for Division 2. The application is work completed to date which includes sanitary sewer, manholes, and excavation.

Should the council approve, please have the pay application signed, forward one copy to DeLong Construction with payment, keep one copy for City record, and return one copy to Garden & Associates.

Contact me with any questions.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

Enc: Application for Payment No. 1 (3 copies)

JP/fs

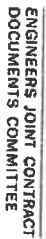


Figure 1

Application Date: 9/12/2022

Via (Engineer): *Carolyn & Associates | Ltd*

Company or Association, Ltd.

Engineer's Project No.: 2001200

Original Contract Time:

Keywords:

100

Working Days Remaining:

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,488,986.75
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2).....	\$	\$1,488,986.75
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$351,545.00
5. RETAINAGE:		
a. 5% X.....	\$	\$17,577.25
b. 5% X.....	\$	
Stored Material.....	\$	\$17,577.25
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$333,967.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$333,967.75
BALANCE TO FINISH, PLUS RETAINAGE		

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

(Line 8 or other - ~~net~~ full explanation of the other amount)
 is recommended by: Paul Dyer (Engineer)
9-13-2021 (Date)
 Payment of: \$ \$233,961.75

\$333,967.75

Paul Vign

9-13-2021
(Date)

\$ 333,967.75

(Line 8 or other - attach explanation of the other amount)

 (Owner) | (Date) |

1

Date: 9-13-22

Contract Qty	Unit Price	Ext	Qty Complete		Ext	Qty Complete		Total Qty Complete to date	Ext
			Prior Period	Ext		This Period	Ext		
101	CLEARING & GRUBBING	1	LS	\$ 5,800.00	\$ 5,800.00				
102	EXCAVATION, CLASS 10	7825	CV	\$ 6.00	\$ 46,950.00	0.25	\$ 1,450.00	0.25	\$ 1,450.00
103	SUBGRADE PREP, 12" THICK	7620	SY	\$ 1.25	\$ 9,525.00	1800	\$ 10,800.00	1800	\$ 10,800.00
104	SUBBASE, MODIFIED	6835	SY	\$ 8.00	\$ 54,680.00				
105	COMPACTION TESTING	1	LS	\$ 5,000.00	\$ 5,000.00				
106	SUBBASE, CLASS A	345	SY	\$ 8.00	\$ 2,760.00				
107	TRENCH FOUNDATION	50	TON	\$ 25.00	\$ 1,250.00				
108	TRENCH COMPACTION TESTING	1	LS	\$ 5,000.00	\$ 5,000.00				
109	SANITARY SEWER GRANTY MAIN, PVC, 8"	2380	LF	\$ 40.00	\$ 93,200.00	210	\$ 8,400.00	210	\$ 8,400.00
110	SANITARY SEWER FORCE MAIN, PVC, 2"	65	LF	\$ 30.00	\$ 1,950.00				
111	SANITARY SEWER SERVICE STUB, PVC, 4"	1455	LF	\$ 47.00	\$ 68,385.00				
112	SANITARY SEWER, RCP, 12"	28	LF	\$ 60.00	\$ 1,680.00				
113	STORM SEWER, RCP, 15"	22	LF	\$ 65.00	\$ 1,430.00				
114	STORM SEWER, RCP OR C900 PVC, 12"	42	LF	\$ 60.00	\$ 2,520.00				
115	STORM SEWER, 15"	765	LF	\$ 43.00	\$ 32,895.00				
116	STORM SEWER, 24"	731	LF	\$ 69.00	\$ 50,439.00				
117	STORM SEWER, 30"	140	LF	\$ 90.00	\$ 12,600.00				
118	PIPE APRON, ALL TYPES, 15"	3	EA	\$ 500.00	\$ 1,500.00				
119	PIPE APRON, ALL TYPES, 30"	1	EA	\$ 1,050.00	\$ 1,050.00				
120	PIPE APRON GUARD (30" APRON)	1	EA	\$ 1,150.00	\$ 1,150.00				
121	SUBDRAIN, LONGITUDINAL, 4"	3410	LF	\$ 5.75	\$ 19,607.50				
122	FOOTING DRAIN CLEANOUT, 8"	1030	LF	\$ 18.00	\$ 18,540.00				
123	FOOTING DRAIN COLLECTOR, PVC OR HDPE, 8"	5	EA	\$ 1,000.00	\$ 5,000.00				
124	SUBDRAIN OUTLETS & CONNECTIONS, 4" OR 6"	12	EA	\$ 250.00	\$ 3,000.00				
125	FOOTING DRAIN OUTLETS & CONNECTIONS, 8"	4	EA	\$ 500.00	\$ 2,000.00				
126	STORM SEWER SERVICE STUBS, PVC, 4"	645	LF	\$ 30.00	\$ 19,350.00				
127	WATER MAIN, C900, 4"	2060	LF	\$ 38.00	\$ 78,280.00				
128	WATER MAIN, C900, 8"	1625	LF	\$ 20.00	\$ 32,500.00				
129	WATER SERVICE PIPE, TYPE K COPPER, 1"	40	EA	\$ 325.00	\$ 13,000.00				
130	WATER SERVICE CLING STOP & BOX, 1"	40	EA	\$ 325.00	\$ 13,000.00				
131	GATE VALVE, 8"	8	EA	\$ 1,750.00	\$ 14,000.00				
132	FIRE HYDRANT ASSEMBLY	5	EA	\$ 5,855.00	\$ 29,275.00				
133	WATER MAIN CONNECTION NO. 1	1	LS	\$ 2,000.00	\$ 2,000.00				
134	WATER MAIN CONNECTION NO. 2	1	LS	\$ 1,500.00	\$ 1,500.00				
135	WATER METER PIT	1	LS	\$ 1,000.00	\$ 1,000.00				
136	MANHOLE, SW-301, 48" DIA.	9	EA	\$ 5,200.00	\$ 46,800.00				
137	MANHOLE, SW-401, 48" DIA.	1	EA	\$ 4,150.00	\$ 4,150.00				
138	MANHOLE, SW-401, 60" DIA.	1	EA	\$ 7,300.00	\$ 7,300.00				
139	INTAKE, SW-501	4	EA	\$ 5,050.00	\$ 20,120.00				
140	INTAKE, SW-502, 48" DIA.	4	EA	\$ 5,375.00	\$ 21,500.00				
141	INTERNAL DROP CONNECTION	3	EA	\$ 9,650.00	\$ 28,950.00				
142	INTAKE, SW-503	1	EA	\$ 850.00	\$ 850.00				
143	PCC PAVEMENT, PCC, 7" THICK	6345	SY	\$ 47.45	\$ 301,070.25				
144	DRIVEWAY, GRANULAR, CLASS A	75	TON	\$ 25.00	\$ 1,875.00				
145	DRIVEWAY, GRANULAR, MACADAM STONE BASE	75	TON	\$ 23.00	\$ 1,875.00				
146	PAVEMENT REMOVAL	200	SY	\$ 6.50	\$ 1,300.00				
147	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,350.00	\$ 2,350.00				
148	HYDRAULIC SEEDING, FERTILIZING, & MULCHING	1	LS	\$ 10,500.00	\$ 10,500.00				



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

September 13, 2022

City of Washington
Deanna McCusker, City Administrator
215 E. Washington St
Washington, IA 52353

Re: NLW Subdivision – Plat 2
G&A 7021157

Dear Deanna,

Enclosed herewith are three copies of Pay Application No. 4 submitted by DeLong Construction in the amount of \$203,852.00. The application is for work completed this period which includes water main and street paving.

Should the council approve, please have the pay application signed, forward one copy to DeLong Construction with payment, keep one copy for City record, and return one copy to Garden & Associates.

Contact me with any questions.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

Enc: Pay App #4 (3 copies)

JP/fs



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

To (Owner):	City of Washington	From (Contractor):	DeLong Construction	Via (Engineer):	Gardner & Associates, Ltd.
Project:	NLW Subdivision - Plat 2	Contract:	NLW Plat 2	Engineer's Project No.:	7021157
Owner's Contract No.:		Contractor's Project No.:			

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		\$23,570.00
TOTALS		\$23,570.00
NET CHANGE BY CHANGE ORDERS		-\$23,570.00

Contractor's Certification

The undersigned Contractor certifies, to the best of his 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: [Signature] Date: 9-13-22

Contract Working Day Summary:

Original Contract Time: _____
 Added by Change Order: _____
 Contract Time To Date: _____
 Working Days Used to Date: _____
 Working Days Remaining: _____

1. ORIGINAL CONTRACT PRICE..... \$ 5597,074.50
2. Net change by Change Orders..... \$ -\$23,570.00
3. Current Contract Price (Line 1 ± 2)..... \$ 5573,504.50
4. TOTAL COMPLETED AND STORED TO DATE
 (Column F total on Progress Estimates)..... \$ 5551,015.56
5. RETAINAGE:
 - a. 5% X \$551,015.56 Work Completed..... \$ 327,550.78
 - b. 5% X \$551,015.56 Stored Material..... \$ 327,550.78
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 655,101.56
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 5319,612.78
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 5203,852.00
8. AMOUNT DUE THIS APPLICATION..... \$ 116,760.78
9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G total on Progress Estimates + Line 5.c above)..... \$ 550,039.72

Payment of: \$ 5203,852.00 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) 9-13-2022 (Date)

Payment of: \$ 5203,852.00 (Line 8 or other - attach explanation of the other amount)

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

	Contract Qty, as Adj by CO	Unit Price	Ext	Qty Complete		Qty Complete		Total Qty	
				Prior Period	Ext	This Period	Ext	Complete to date	Ext
1	EXCAVATION, CLASS 10	3700	CV						
2	SUBGRADE PREPARATION (12" THICK)	3515	SY	1500	8,250.00	630	3,465.00	2130	11,715.00
3	SUBBASE, MODIFIED	3125	SY	3515	5,272.50		-	3515	5,272.50
4	COMPACTION TESTING	3125	SY	3125	22,500.00		-	3125	22,500.00
5	SUBBASE, CLASS A	390	LS	1	3,500.00		-	1	3,500.00
6	TRENCH FOUNDATION	50	TON		3,120.00		-	0	-
7	TRENCH COMPACTION TESTING	1	LS	1	3,500.00		-	0	-
8	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	878	LF	858	30,030.00		-	1	3,500.00
9	SANITARY SEWER SERVICE STUB, PVC, 4"	735	LF	739	35,472.00		-	858	30,030.00
10	STORM SEWER, TRENCHED, 12"	355	LF	120	3,840.00	235	7,520.00	739	35,472.00
11	STORM SEWER, TRENCHED, RCP, 12"	270	LF	270	11,360.00		-	355	11,360.00
12	STORM SEWER, TRENCHED, RCP, 15"	111	LF	104	5,772.00		-	270	11,360.00
13	STORM SEWER, TRENCHED, 18"	55	LF	56	2,800.00		-	104	5,408.00
14	PIPE APRON, 12"	1	EA	1	1,325.00		-	56	2,800.00
15	PIPE APRON, 18"	1	EA	1	1,325.00		-	1	1,325.00
16	SUBDRAIN (LONGITUDINAL), 4"	1570	LF	1570	7,850.00		-	1	1,450.00
17	SUBDRAIN OUTLETS & CONNECTIONS, 4" OR 6"	10	EA	10	2,750.00		-	1570	7,850.00
18	WATER MAIN, TRENCHED, C900 PVC, 8"	830	LF	820	32,800.00		-	10	2,750.00
19	WATER MAIN, TRENCHED, C900 PVC, 12"	260	LF	160	13,280.00		-	820	32,800.00
20	WATER SERVICE PIPE, TRENCHED, TYPE K COPPER, 1"	725	LF		-	725	15,950.00	160	13,280.00
21	WATER SERVICE PIPE, TRENCHLESS, TYPE K COPPER, 1"	220	LF		-	220	6,380.00	725	15,950.00
22	WATER SERVICE CONNECTION, 1"	25	EA		-	25	12,500.00	220	6,380.00
23	WATER SERVICE CURB STOP & BOX, 1"	25	EA		-	25	13,125.00	25	12,500.00
24	GATE VALVE 8"	1	EA	1	1,780.00		-	25	13,125.00
25	GATE VALVE, 12"	1	EA	1	3,170.00		-	1	1,780.00
26	TAPPING VALVE ASSEMBLY, 12" X 8"	1	EA	1	4,350.00		-	1	3,170.00
27	FIRE HYDRANT ASSEMBLY	3	EA	2	8,700.00		-	1	3,170.00
28	FLUSHING DEVICE (BLOWOFF)	1	EA	4	21,620.00		-	2	8,700.00
29	MANHOLE, SW-301, 48"	4	EA	1	1,500.00		-	4	21,620.00
30	MANHOLE, SW-301, 60"	0	EA	4	23,000.00		-	1	1,500.00
31	MANHOLE, SW-401, 60"	1	EA	0.5	2,650.00	0.5	2,650.00	4	23,000.00
32	INTAKE, SW-501	2	EA	2	8,550.00		-	0.5	2,650.00
33	INTAKE, SW-503	2	EA	2	12,100.00		-	2	8,550.00
34	EXTERNAL DROP CONNECTION	0	EA	2	12,100.00		-	2	12,100.00
35	REMOVE INTAKE	1	EA		-		-	0	-
36	PVC AREA DRAIN	3	EA		-	3	7,650.00	0	-
37	PAVEMENT, PCC, 7" THICK	2975	SY		-	3120.56	156,028.00	3	7,650.00
38	PCC PAVEMENT SAMPLES & TESTING	1	LS	31	465.00		-	3120.56	156,028.00
39	REMOVAL OF SIDEWALK	31	SY		-	185.27	-	0	-
40	SIDEWALK, PCC, 4" THICK	180	SY		-	42	8,615.06	31	465.00
41	SIDEWALK, PCC, 6" THICK	15	SY		-	72	2,100.00	42	8,615.06
42	DETECTABLE WARNINGS	28	SF		-	72	2,880.00	72	2,880.00



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 9

To City of Washington, Iowa	Application Period: 8/10/22 - 9/9/22	Application Date: 9/13/2022
Owner: West Buchanan Street Paving & Reconstruction - Washington, Iowa	From (Contractor): DeLong Construction, Inc.	Via (Engineer): Gardun & Associates, LTD.
Owner's Contract No.: STBG-SWAP-9140612-SC-92	Contractor's Project No.: _____	Engineer's Project No.: 5026201

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1			\$61,871.35
2		\$12,775.00	
TOTALS		\$12,775.00	\$61,871.35
NET CHANGE BY CHANGE ORDERS		-\$49,096.35	

Contractor's Certification

The undersigned Contractor certifies, to the best of his 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 interests, 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: *[Signature]* Date: 9-13-22

Contract Working Day Summary:

Original Contract Time: 90
 Added by Change Order: _____
 Contract Time To Date: 90
 Working Days Used to Date: 0
 Working Days Remaining: 90

1. ORIGINAL CONTRACT PRICE: \$ 1,712,167.30
2. Net change by Change Order: \$ -549,096.35
3. Current Contract Price (Line 1 + 2): \$ 1,163,070.95
4. TOTAL COMPLETED AND STORED TO DATE (Work from Progress Estimates): \$ 1,666,400.63
5. RETAINAGE:
 - a. 3% X \$1,666,400.63 Work Completed: \$ 330,000.00
 - b. 3% X _____ Stored Material: \$ _____
 - c. Total Retainage (Line 5.a + Line 5.b): \$ 330,000.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c): \$ 1,336,400.63
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application): \$ 1,477,795.55
8. AMOUNT DUE THIS APPLICATION: \$ 5158,695.08
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above): \$ 536,670.32

Payment of: \$ 5158,695.08
 (Line 8 or other - attach explanation of the other amount)
 is recommended by: *[Signature]* 9-13-2022
 (Engineer) (Date)
 Payment of: \$ 5158,695.08
 (Line 8 or other - attach explanation of the other amount)
 is approved by: _____
 (Owner) (Date)

9/13/2022

Pay Application No. 9
 West Buchanan Street Paving & Reconstruction
 Washington, Iowa
 Project Number: STBG-SMAP-8440(612)--SG-92

DeLong Construction, Inc.

COR2		Locate Existing Tile		EACH		2		2.00		\$500.00		\$1,000.00		\$1,000.00	
COR2		L5		1		0		1.00		\$3,600.00		\$3,600.00		\$3,600.00	
COR2		L5		1		0.00		1.00		\$1,500.00		\$1,500.00		\$1,500.00	
												Div. 1		Div. 2	
												Non-Part.		Total	
										Totals		\$1,344,692.83		\$321,707.88	

Total Completed to Date		\$1,344,692.83	\$321,707.88	\$1,666,400.63
Amount Retained @ 3% (Max. \$30,000)		\$24,208.34	\$5,791.66	\$30,000.00
Total Due Contractor		\$1,320,484.49	\$315,916.14	\$1,636,400.63
Less Previous Payments		\$1,162,678.35	\$315,827.20	\$1,478,505.55
Amount Due Contractor this Application		\$157,806.14	\$888.94	\$158,695.08
IDOT Withholding 5%		\$7,890.30		
City Share This Application		\$149,915.84	\$888.94	\$150,804.78

IDOT Reimbursement		Eligible Amount \$1,320,484.49 (Div.1)
		IDOT Withholding 5% \$66,024.22
		Subtotal This Request \$1,254,460.27
		Less Previously Reimbursed \$1,104,544.43
		Amount to Be Reimbursed This Application \$149,915.84

Doc Express® Document Signing History

Contract: 92-8140-612 Document: Pay Request #9

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
09/13/2022	Jack Pope Garden & Associates LTD Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))

ORDINANCE NO. _____

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

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 Paragraph. A new **Section 69.06 “Parking Prohibited” Paragraph 19** is added as follows: “No Parking Zones. No person shall park a vehicle adjacent to any curb or in any area of the public right-of-way that has been painted yellow or where official signs are posted prohibiting parking.”

SECTION 2. Amend. 69.10 Truck Parking Limited is amended as follows:
(Code of Iowa, Sec. 321.236[1]) (321.1)

1. No person shall park or leave standing any commercial vehicle, motor truck, truck tractor, trailer, or semi-trailer on any street, avenue, or boulevard in the City between the time of sunset and sunrise. The provisions of this subsection do not apply to light delivery trucks, pickup trucks or pickup trucks that are part of a combination vehicle that is less than forty (40) feet in total length.

2. No person shall park any truck or van on the west side of B Avenue from the intersection of Washington Street to the first alley south of said intersection.

SECTION 3. Repeal. Paragraph 69.12 One Vehicle, One Hour Parking is hereby repealed.

SECTION 4. Repeal. Sections 69.14 Snow Routes, 69.16 Reserved Parking and 69.18 Preferred Student Parking Space are hereby repealed.

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

SECTION 6. Severability. If any section, provision or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 7. Effective Date. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of September, 2022.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: August 16, 2022

Approved on Second Reading: September 6, 2022

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day
of September, 2022.

City Clerk

ORDINANCE NO. _____

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

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 Paragraph 69.12 Snow Ban Parking:

The following parking regulations shall be in effect from November 1 to April 1 to allow for the safe initiation and completion of ice and snow removal operations.

No vehicle shall be left parked, abandoned, or unattended on any street or alley in the City during snow removal operations, or before such operations have removed or cleared accumulated snow or ice from the street to each curb edge or shoulder.

Snow Ban Parking does not apply within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, including Second Street, Second Avenue, Jefferson Street and Avenue B, during normal business hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. and during normal weekend, evening, or holiday hours.

The fine for each violation of this subsection shall be \$50 with contested and unpaid violations handled as provided for in Section 70.03 of these Ordinances.

SECTION 2. Amend. Paragraph 69.13 Snow Emergency is amended as follows:

Upon the Mayor's declaration of a Snow Emergency, persons shall comply with the following:

A. Residential Areas:

No person shall park, abandon, or leave unattended any vehicle on any public street or alley unless the snow has been removed or plowed from the street to each curb edge or alley and the snow has ceased to fall.

B. Downtown Area:

From 10pm to 6am when signs are posted in the northwest and southeast corners of Central Park no vehicles shall park within the area of the public square and extending one block each way there from, said area bounded

by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, but not including any portion of Second Street, Second Avenue, Jefferson Street or Avenue B.

The foregoing prohibition shall not apply to the above-described areas during normal business hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. and during normal weekend, evening, or holiday hours.

A Snow Emergency shall continue from its proclamation through the duration of the snow or ice storm and the forty-eight (48) hour period after cessation of such storm, except as above provided on streets that have had snow completely cleared to the curb edge or at a time otherwise declared by the Mayor.

Such a ban shall be of uniform in application and the Police Chief is directed to publicize the requirements widely, using all available news media, in early November each year.

Where predictions or occurrences indicate the need, the Mayor, may proclaim a snow emergency and the Police Chief shall inform the news media and publicize the proclamation and the parking rules thereunder. Such emergency may be extended or shortened when conditions warrant.

The fine for each violation of this subsection shall be \$50 with contested and unpaid violations handled as provided for in Section 70.03 of these Ordinances.

SECTION 3. Repeal. Sections 69.14 Snow Routes, 69.16 Reserved Parking and 69.18 Preferred Student Parking Space are hereby repealed.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. Severability. If any section, provision or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this _____ day of _____, 2022.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: August 16, 2022

Approved on Second Reading: September 6, 2022

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day
of _____, 2022.

City Clerk

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



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

September 16, 2022

To: Mayor & City Council

From: Deanna McCusker
City Administrator

Re: Quiet Zone Study Consultant

Since the railroad merger between CP and KCS is pending, it is our time to do our due diligence and have a Quiet Zone Study conducted. This study will review how a quiet zone will look and work in Washington, but will also look at crossings that can be closed. The process will include on-site reviews at each crossing and will include meetings with stakeholders.

Having this Quiet Zone study conducted will help us to make an informed decision on whether to implement a Quiet Zone, partial or full, or to close crossings.

After reviewing the proposals, I would recommend that we approve the proposal from SRF Consulting based on their process, cost and qualifications.



SRF No. 16122.PP

September 13, 2022

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

Subject: Proposal for Professional Services for Quiet Zone Services
Washington, Iowa

Dear Deanna McCusker:

Based on recent conversations and emails with City staff, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide crossing analysis and quiet zone evaluation for nine crossings in the City of Washington, Iowa.

Scope of Services

We propose to carry out the services described as follows:

TASK 1: Project Coordination (\$5,000.00)

1. Ongoing coordination efforts with representatives from the City of Washington, Iowa Department of Transportation (IDOT), Federal Railroad Administration (FRA), and the Canadian Pacific (CP) Railroad.

TASK 2: Obtain Background Information and Project Coordination (\$4,000.00)

1. Prepare a base map defining the general geographic limits of the proposed quiet zone using an aerial photograph background. Aerial photos of each individual crossing will also be developed as part of this task.
2. Obtain FRA related data for all nine crossings included in the quiet zone evaluation. This includes U.S. DOT Grade Crossing Forms and crash records listed on the FRA's database.
3. Make necessary contacts regarding the need for a diagnostic meeting for the proposed Quiet Zones. Diagnostic meeting attendees include staff from the City of Washington along with associated stakeholders from the CP, IDOT, FRA, and other representatives identified by the City (e.g., private land owners, police, fire, school officials, etc.).

TASK 3: Complete On-Site Diagnostic Meeting (\$14,000.00)

1. Travel to Washington, Iowa and convene an on-site field diagnostic meeting of the previously defined crossings with appropriate technical staff from the City of Washington, FRA, CP, IDOT, and others identified by the City to consider the crossing's physical characteristics and appropriate Supplementary Safety Measure (SSMs) or Alternative Safety Measure (ASM)

www.srfconsulting.com

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Equal Employment Opportunity/Affirmative Action Employer

treatments, any special or unique engineering features present, and gain consensus from all parties on acceptable options. Prepare a diagnostic summary and e-mail to all participants.

2. As part of the Diagnostic Meeting, SRF staff will also meet with key city staff and elected officials to discuss the proposed quiet zone process, potential improvements discussed during the Diagnostic Meeting, and other related quiet zone items.

TASK 4: Quiet Zone Analysis (\$9,000.00)

1. Using the FRA's mandated Quiet Zone Calculator, complete the quiet zone calculations and scenarios for implementing a quiet zone for the nine crossings identified in the City of Washington. This analysis will include:
 - a. The consideration of the diagnostic team's recommendations and the investigation of SSMs or ASMs options needed to meet FRA risk reduction standards (documenting proposed SSMs/ASMs effect on lowering risk to qualify for an FRA-approved Quiet Zone).
 - b. Coordination with the City of Washington on proposed improvement design standards for the SSM/ASM options presented.
2. Prepare planning-level cost estimates for proposed roadway and rail improvements. These costs will be based on recent project costs for similar types of projects.
3. Prepare planning-level layout graphics of proposed SSMs/ASMs at the crossing to be used in FRA Notices necessary to implement a quiet zone.
4. Summarize the overall process including the proposed scenarios, potential costs, and proposed crossing improvements in a brief technical memorandum.

TASK 5: Presentation to Elected Officials (\$4,000.00)

1. Travel to Washington and present the quiet zone study and associated analysis to the City of Washington City Council. The intent of this meeting is to present the preferred crossing improvements, associated costs, and overall process for obtaining a quiet zone.

Assumptions

- No private crossings exist within the proposed quiet zone.
- If readily available, the City will provide any new electronic base mapping information of the crossings that are suitable for the development of the crossing map and layouts.
- The City will also provide any estimates for potential traffic data (e.g., traffic counts) for the crossings or collect data if necessary.
- City staff will also help coordinate meetings with local staff and elected officials.

Schedule

We will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$36,000, which includes both time and expenses.

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is amielke@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Andrew J. Mielke, AICP
Vice President

AJM/jwm

Attachment A: Standard Terms and Conditions

Approved: City of Washington

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

K:\Trans\QuietZone\States\Iowa\Washington\16122 Washington LA QZ 220912.docx

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.



TRAIN WHISTLE QUIET ZONES

Statement of Qualifications



SRF CONSULTING GROUP

SRF has built an excellent relationship with numerous railway companies from working with their staff on train horn quiet zone and other rail projects. We take a holistic, context-sensitive view of quiet zones and work with stakeholders to recommend crossing improvements that maximize safety and meet all requirements of the FRA's Train Horn Rule.

SRF is a full-service consulting firm with a broad base of award-winning engineering, planning, and design services. Established in 1961, SRF has offices in Minnesota, North Dakota, Wisconsin, and Nebraska. Our services include:

- Transportation, environmental, and community planning
- Traffic engineering and operations
- Corridor management and coordination
- Site, civil, traffic, structural, and electrical engineering
- Water resources planning and engineering
- Landscape architecture and urban design
- Parking analysis and structures
- Right of way acquisition and relocation
- Construction services and surveying



SRF Consulting Group
3701 Wayzata Boulevard, Suite 100
Minneapolis, MN 55416
763.475.0010
www.srfconsulting.com

For more information, contact:

Andrew Mielke, AICP, Vice President
763.249.6776 | amielke@srfconsulting.com

SRF'S RAIL SERVICES

Select Train Horn Quiet Zones

- Ames, Iowa Quiet Zone
- Chicago Heights, Illinois Quiet Zone
- Garland, Texas Quiet Zone
- Galesburg, Illinois Quiet Zone
- Montclair, New Jersey Quiet Zone
- Burlington, Iowa Quiet Zone
- Minnetonka, Minnesota Quiet Zone
- St. Louis Park, Minnesota Quiet Zone
- Fargo, North Dakota-Moorhead, Minnesota Quiet Zone
- Wayzata, Minnesota Quiet Zone

Highway-Rail Grade Separation

- Fargo, North Dakota 45th Street Underpass of BNSF Railway
- MnDOT TH 336 Reconstruction Overpass of the BNSF Railway
- Moorhead, Minnesota SE Main Avenue, 20th Street & 21st Street Railroad Underpass of the BNSF Railway
- La Crosse County, Wisconsin Grade Separation Feasibility Study

At-Grade Railroad Crossings & Traffic Operations

- Moorhead, Minnesota 34th Street South Crossing of the BNSF Railway and Otter Valley Railroad
- Ames, Iowa Traffic/Rail Operations Design

Bridge & Structure Design

- BNSF Railway Bridge in Great Falls, Montana
- Soo Line Bridge in Minneapolis, Minnesota
- Canadian Pacific Bridge in Milwaukee, Wisconsin

Rail & Right of Way Relocation

- Rail Relocation Feasibility Study for Clay County, Minnesota
- Canadian Pacific South Minneapolis, Minnesota Yard Relocation

ITS Applications

- Sioux City, Iowa Early Train Detection System
- Glencoe, Minnesota School Bus/Rail Safety
- MnDOT Highway Rail Intersection Design

Railscaping & Architectural Landscaping

- Moorhead, Minnesota Railscaping
- Minneapolis, Minnesota 29th Street/BNSF Midtown Greenway Design



Due to our vast experience with rail projects, we offer with a thorough knowledge of railway planning and design standards and practices. Our professional and creative approach to resolving public and rail issues has earned SRF an excellent national reputation.

LEADERS IN QUIET ZONES

SRF is a nationally recognized leader in the field of train horn quiet zones. Working with agencies across the United States, we provide technical and planning assistance on the FRA Train Horn Rule and assist communities on the design and implementation of quiet zones.

As an example of SRF's demonstrated quiet zone expertise, the Federal Railroad Administration recently recommended SRF to be part of a Governmental Accountability Office review of the Federal Train Horn Rule, which is required as part of the Fixing America's Surface Transportation Act.

Our multidisciplinary staff will work with railroad and city officials to plan, design, and implement a quiet zone. SRF's quiet zone planning and design abilities include:

- A thorough knowledge of the FRA quiet zone rule-making process and an excellent rapport with regional and national FRA officials
- Proven qualifications and credibility with the railroad industry
- A detailed understanding of FRA-accepted supplementary and alternative safety measures and their appropriate application in urban areas
- Effective citizen and stakeholder involvement techniques that gain public and private sector cooperation
- Documented abilities to design quiet zones that comply with federal, state, and railway standards and are within budget constraints
- A holistic, context-sensitive view of quiet zones with ancillary skills in traffic operations, railscaping, grant writing, and public education that help local officials improve corridor safety and aesthetics and secure the necessary funding for implementation

SRF has the knowledge and experience to help cities secure quiet zones. We have completed or are currently working on more than 75 quiet zones across the country.

Our staff's past experience, our rapport with federal and railroad officials, and our knowledge of the FRA's Final Train Horn Rule will ensure that all quiet zone studies are prepared in a manner that can withstand agency and public scrutiny and can be implemented within FRA, Department of Transportation, and railway company requirements.



QUIET ZONE CLIENTS

SRF has completed quiet zone projects in the following locations:

Connecticut

Town of Windsor

Illinois

City of Chicago Heights

City of Galesburg

City of Hodgkins

Iowa

City of Ames

City of Burlington

City of Fairfield

City of Mount Pleasant

City of Ottumwa

City of Sioux City

Michigan

City of Ann Arbor

City of Battle Creek

City of Ferndale

Minnesota

Benton County

Blue Line LRT, Twin Cities

City of Brooklyn Park

City of Clear Lake

City of Crystal

City of Detroit Lakes

City of Dilworth

City of East Grand Forks

City of Eden Prairie

City of Inver Grove Heights

City of Little Falls

City of Minnetonka

City of Moorhead

City of Northfield

City of Perham

City of Ramsey

City of Saint Louis Park

City of Saint Paul

City of Shakopee

City of Staples

City of Wadena

City of Wayzata

Koochiching County

Southwest LRT, Twin Cities

Montana

City of Bozeman

New Jersey

City of Montclair

North Carolina

City of Rocky Mount

North Dakota

City of Bismarck

City of Casselton

City of Dickinson

City of Fargo

City of Grand Forks

City of Jamestown

City of Medora

City of Minot

City of Surrey

Ohio

City of Hamilton

Oklahoma

City of Claremore

South Dakota

City of Aberdeen

City of Box Elder

City of Rapid City

Texas

City of Garland

City of Sachse

Wisconsin

City of Appleton

City of Ladysmith

City of Marinette

City of Spencer

City of Stoddard

City of Superior

City of Waukesha


RELEVANT EXPERIENCE

SRF's experts have the necessary technical knowledge to address any train horn quiet zone issue that may arise. Our team includes highly qualified, experienced and knowledgeable individuals whose quiet zone expertise has been nationally recognized.

We have demonstrated, through our past work, our ability to design innovative safety measures and our skills in achieving consensus among the diverse interests that are commonly involved in the development of quiet zones. We will draw upon our past experiences to effectively implement safety improvements and facilitate discussions with local communities, the Department of Transportation, the FRA, and affected citizens during all stages of the quiet zone project.

SRF works with agencies across the United States and provides technical assistance and guidance on FRA's Quiet Zone Rule and its implementation. Our expertise includes developing strategies and implementations for a variety of quiet zone projects and a wide array of issues.

Specific project examples are included on the following pages.



The quiet zone experts at SRF understand FRA-accepted supplementary and alternative safety measures and their appropriate application in urban areas. We routinely use that knowledge to recommend some of the most suitable SSMs and ASMs relevant to the project, timeline and budget.

Montclair Quiet Zone | New Jersey

The Township of Montclair, New Jersey retained SRF to develop and submit a Quiet Zone Detailed Plan that would continue its existing Pre-Rule Quiet Zone. A Pre-Rule Quiet Zone is one that was in existence prior to the issuance of the Federal Railroad Administration's (FRA) 2005 Final Rule on the Use of Locomotive Horns. The Final Rule required all Pre-Rule Quiet Zones to submit a Detailed Plan no later than June 24, 2008 in order to retain their quiet zone status. The Detailed Plan identifies the crossing improvements that will be implemented in order for a Pre-Rule Quiet Zone to comply with current FRA quiet zone requirements. In addition, the Montclair Detailed Plan provided the documentation necessary to convert from a partial (night-time only) quiet zone to a 24-hour quiet zone.

The Montclair Quiet Zone includes 12 at-grade crossings along the New Jersey Transit/Norfolk Southern rail line. This quiet zone is unique because in addition to occasional freight train traffic, New Jersey Transit operates commuter trains on the line seven days a week

throughout the day and evenings. In addition to the FRA Detailed Plan process, there were also additional quiet zone requirements set forth by both the New Jersey Department of Transportation and New Jersey Transit.

SRF led all coordination efforts between New Jersey Transit, FRA, New Jersey DOT, and the Township in order to develop a recommended crossing improvement scenario and a Detailed Plan agreed upon by all agencies involved. The Detailed Plan recommendation included crossing treatments at eight of the 12 crossings with a combination of medians, 4-quadrant gates, and closures. Under this configuration, the risk levels would be sufficiently lowered to meet the FRA Quiet Zone requirements.

SRF facilitated on-site diagnostic and field work, led project coordination meetings with state and federal agencies, developed crossing improvement alternatives, performed risk-level calculations, and completed and submitted the detailed plan to the FRA.





Fargo–Moorhead Quiet Zone | North Dakota and Minnesota

SRF assisted the Fargo-Moorhead Metropolitan Council of Governments in securing a train horn quiet zone for the Fargo, North Dakota–Moorhead, Minnesota metropolitan area. This quiet zone is nationally significant in that it was only the fourth Federal Railroad Administration-approved zone in the nation, and it is one of the longest, most complex horn ban zones in the U.S. It is also the only bi-state, multi-jurisdictional quiet zone that has been approved to date.

SRF provided a wide range of services for this award-winning project:

- » Convening on-site diagnostic field work.
- » Coordinating project elements with state and federal approval agencies, including FRA, FHWA, MnDOT, and NDDOT.
- » Preparing conceptual layouts for supplemental and alternative safety measures at 20 rail crossings.
- » Providing context-sensitive urban design and landscape plans to enhance pedestrian safety, improve

rail corridor aesthetics, and introduce historic interpretation features along the rail corridor.

- » Developing project cost estimates and negotiating multiple issues with BNSF Railway officials.
- » Preparing the formal FRA Quiet Zone application.
- » Securing the state and federal funding necessary to construct the project.
- » Completing rail safety studies, traffic signal preemption, and vehicle detection analysis and design.

As part of our work on the Fargo-Moorhead Quiet Zone project, SRF designed several supplemental (SSM) and alternative (ASM) safety measures. These included three-quadrant gates with a median, four-quadrant gates, closures, and medians across the two-mile corridor. All of these safety improvements were approved by the Federal Railroad Administration.

Final design of this project was completed by SRF and the quiet zone took effect in 2008.

The Fargo-Moorhead Quiet Zone is one of the longest, most complex Train Horn Quiet Zones in the United States. It is also one of only a few bi-state, multi-jurisdictional quiet zones that has been approved.



Ames Quiet Zone | Iowa

SRF worked with the City of Ames, Iowa to determine the feasibility of a quiet zone. Prior to conducting a Quiet Zone Assessment, SRF assisted the City with a public opinion survey that was used to determine the appropriate steps to take in developing a quiet zone.

Approximately 5,000 surveys were mailed to residents along the two different rail lines. A web-based survey was also used to gain input from residents not included in the mail survey. In addition, SRF gathered input from downtown businesses through a door-to-door survey.

This intensive public involvement process and quantitative market research provided the City with the necessary citizen support needed to continue with the development of a quiet zone. A Quiet Zone Assessment

for 12 crossings along two separate rail lines was completed. SRF conducted a diagnostic meeting, analyzed various quiet zone scenarios, developed preliminary cost estimates, and provided technical assistance to the City throughout the quiet zone process.

From the assessment, the Ames City Council determined that the east/west rail line quiet zone was most feasible and decided to move forward with the recommendations. The improvements included treating all six crossings using one four-quadrant gate and five median improvements. The east/west quiet zone became operational in 2011. The recommendations for the north/south line will be implemented as funding becomes available.

While working with the City of Ames on their quiet zone project, SRF conducted an intensive public involvement program to gain buy-in and comments from businesses and residents. This helped aid the City in developing solutions for their train horn quiet zone.



Minnetonka Quiet Zone | Minnesota

SRF worked with the City of Minnetonka, Minnesota to conduct a Quiet Zone Assessment Study to determine the possibility of creating a train horn quiet zone at three identified at-grade rail lines. Two of the crossings are along the BNSF Railway line and one is along the Canadian Pacific (CP) Railway line.

Recommendations made to the City Council included installing SSMs at the two BNSF crossings and making no improvements at the CP crossing since it met existing FRA requirements. However, risk levels at the CP crossing will need to be monitored; if the Quiet Zone Risk Index for the crossing rises above the National Significant Risk Threshold, a SSM will need to be constructed or the crossing will lose its quiet zone designation.

The City Council approved the SSM and related recommendations from the Assessment Study. SRF subsequently distributed the appropriate quiet zone notices to

interested parties and the quiet zone was implemented in 2007.

During the SSM design and construction phases, SRF worked with the railroad and the FRA on behalf of the City. SRF's services included:

- » On-site diagnostic field work
- » Coordinating project elements with state and federal approval agencies
- » Developing project cost estimates with BNSF Railway officials
- » Preparing conceptual layouts for recommended SSMs
- » Preparing the Notice of Intent and Notice of Establishment designation
- » Preparing detailed SSM design and improvement plans that took into account pedestrian safety, trail and crossing aesthetics.

Galesburg Train Horn Quiet Zone Feasibility Study | Illinois

SRF completed a comprehensive, city-wide Quiet Zone Feasibility Study. This study is significant because of its considerable size and magnitude – the quiet zone included a review of 38 at-grade crossings along seven distinct rail subdivisions, some crossings with as many as 96 trains traveling through the City per day. It is currently the largest quiet zone study that the BNSF Railway has evaluated. Our services included:

- » On-site diagnostic field work
- » Completing noise measurements and impact analysis
- » Leading project coordination discussions with state and federal agencies
- » Developing multiple crossing improvement scenarios with cost estimates
- » Creating graphics, concepts, and 3-D renderings
- » Facilitating public involvement through a City Council presentation

SRF conducted a noise measurement and impact analysis. Using the FRA grade crossing noise model, we

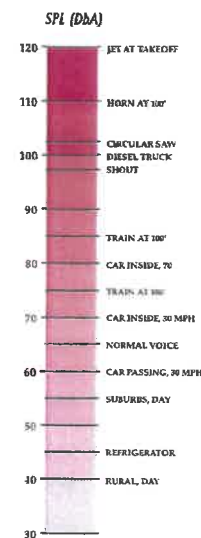
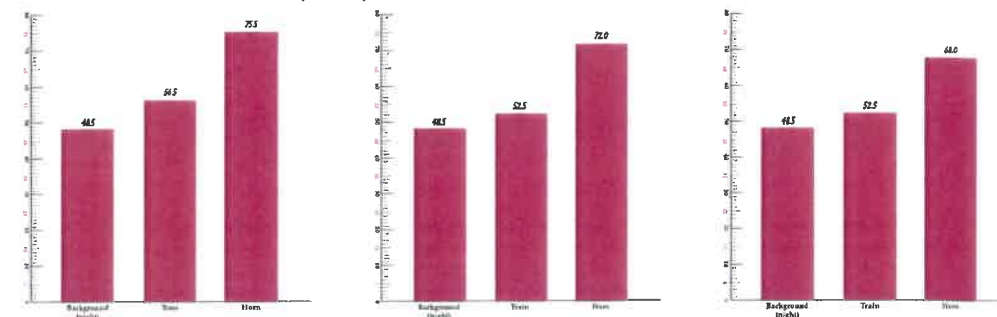
collected train-related noise levels and measured the sound footprint around rail lines in the City. A before and after analysis using GIS and graphics illustrated the potential benefits associated with implementing this quiet zone. Approximately 5,603 people in Galesburg are impacted by train horn noise, 3,644 of which are severely impacted. Without train horns sounding, the number of people impacted would be reduced by approximately 30 percent and the severely impacted population would essentially disappear.

Based on diagnostic input, SRF developed a range of improvement options for each crossing and multiple quiet zone scenarios, including a minimum qualifying scenario and a scenario treating all crossings. For each individual rail line, the recommended quiet zone scenario includes a mix of crossing improvements that would sufficiently lower the risk levels to qualify for a quiet zone. Based on the results of the study, the Galesburg City Council is currently working towards the implementation of a quiet zone.

Sound Footprints: Chillicothe Subdivision



Sound Pressure Levels (DbA) at 1,000 Feet



NOTE A: 65 DbA is considered a low-level standard reference Sound Pressure Level (SPL) comparable to normal workplace and general urban/suburban daytime ambient noise.

NOTE B: Background noise was measured with calibrated instruments in residential, low-traffic neighborhoods at night.

NOTE C: Horn noise is instantaneous, peak sound at relatively high frequency, and noticeable (discernable as a separate sound) well beyond point where SPL drops to background levels. Train noise is generally less intrusive due to gradual onset and fading, lack of peaks, and low frequency.



Burlington Quiet Zone | Iowa

SRF worked with the City of Burlington to develop a train horn quiet zone for 10 at-grade crossings along the Burlington Northern/Santa Fe Railway mainline. Since this rail line carries more than 40 trains per day, implementing a quiet zone offers a significant opportunity to increase railroad-crossing safety while improving quality of life for residents.

SRF worked closely with City staff through the development and implementation of this quiet zone, including

leading coordination efforts between the Iowa DOT, FRA, BNSF, and City in order to develop a crossing improvement plan that all agencies could agree upon. The quiet zone improvement plan included recommended crossing treatments at nine of the 10 crossings, including a combination of non-traversable medians and crossing closures.

Design of the crossing improvements began in 2008 and construction started in 2009. The train horn ban went into effect in 2009.





Waukesha Quiet Zone | Wisconsin

SRF worked closely with the City of Waukesha to assist with a time-sensitive Quiet Zone Detailed Plan process. The Federal Railroad Administration's (FRA) Final Rule required all Pre-Rule Quiet Zones to submit a Detailed Plan no later than June 24, 2008 in order to retain Quiet Zone status. The Detailed Plan identifies the crossing improvements that will be implemented in order for a Pre-Rule Quiet Zone to comply with current FRA Quiet Zone requirements. SRF provided technical assistance to City staff and worked diligently to develop and submit the Final Detailed plan under a very constrained time frame.

The Detailed Plan included 13 at-grade crossings along the Wisconsin Central Limited (WCL) rail line. By working

with FRA, the Wisconsin Department of Transportation, and WCL staff, SRF was able to develop a cost effective crossing improvement scenario, with minimal impact to the traveling public. The recommended scenario included treatments at four of the 13 crossings in order to lower the risk levels to qualify for a Quiet Zone.

Client services provided by SRF included technical assistance through the Detailed Plan process; leading on-site diagnostic and field work; facilitating project coordination meetings with state and federal agencies; developing a range of crossing improvement alternatives and scenarios; and developing and submitting a Quiet Zone Detailed Plan and related documentation.



CLIENT REFERENCES

The strength of our company and our future lies in the satisfaction of our clients. Therefore, we strive to always meet or exceed our clients' expectations. We encourage you to contact our client references to discuss the quiet zone projects we have completed with them.

Federal Railroad Administration

Tammy Wagner – Regional Crossing Manager

312.353.6203, x49 | tammy.wagner@fra.dot.gov

City of Wayzata, Minnesota

Mike Kelly, PE – City Engineer

952.404.5316 | mike@wayzata.org

City of Ames, Iowa

John Joiner, PE – Director of Public Works

515.239.5165 | joiner@city.ames.ia.us

City of Garland, Texas

Paul Luedtke, PE – Director of Transportation

972.205.2432

Canadian National Railway

Jackie Macewicz – Public Works Manager

715.345.2503 | Jackie.Macewicz@cn.ca

MEET OUR TEAM

Our reputation for technical excellence demonstrates the high level of effort we put forth in every project. More importantly, it establishes the credibility we have with our clients. We are committed to supporting our clients with knowledgeable team members and dedicated project leaders.

In this section, we present the qualifications of our key staff members who are experienced with quiet zones. These experts represent our key personnel who participate in all quiet zone projects. However, with a large multidisciplinary staff at SRF, we are able to draw upon in-house railroad expertise, including traffic operations, traffic signal preemption and vehicle detection, rail safety education, grantsmanship, railscaping, design and construction management.

Once our client has determined their quiet zone goals, we can create a team of staff members who will expertly meet that client's expectations, budget, and schedule.





Andrew Mielke, AICP | Vice President

Andy has 20 years of experience and has been involved in more than 75 quiet zone assessment studies and design implementation projects since the Final Train Horn Rule was passed in 2005. He has served as the project manager for a number of quiet zones and has been responsible for all components of quiet zone projects including leading diagnostic field reviews, alternative analysis, FRA documentation, and coordination of design and improvement construction. Due to his expertise, he has excellent relations with quiet zone stakeholders, review agencies and rail officials.

Andy's extensive knowledge of the Final Train Horn Rule and experience with quiet zones has been recognized and numerous organizations have invited him to give presentations. He often presents information about quiet zone projects at both national and regional conferences. He also serves on the Executive Committee for Minnesota Operation Lifesaver, a non-profit education and awareness program dedicated to increasing highway-rail safety.

Andy is also involved with transportation plans, corridor studies, interchange reports and other transportation related projects.

Areas of Expertise

- Train Horn Quiet Zones
- Alternate Route Studies/Traffic Incident Management
- Freight Planning
- Community Transportation Planning
- Transportation Research
- Transportation System and Travel Demand Management
- Corridor Studies

Registration

American Institute of Certified Planners

Professional Affiliations

Minnesota Operation Lifesaver -- Board of Directors

American Institute of Certified Planners

American Planning Association

National Traffic Incident Management Coalition

Select Quiet Zone Project Experience

- Fargo-Moorhead Metropolitan Area, Fargo, North Dakota, and Moorhead, Minnesota
- Grand Forks, North Dakota – East Grand Forks, Minnesota
- St. Louis Park, Minnesota
- Minnetonka, Minnesota
- Wayzata, Minnesota
- Staples, Minnesota
- Little Falls, Minnesota
- Northfield, Minnesota
- Detroit Lakes, Minnesota
- Waukesha, Wisconsin
- Spencer, Wisconsin
- Ames, Iowa
- Burlington, Iowa
- Garland, Texas
- Galesburg, Illinois
- Montclair, New Jersey

Additional Rail Safety Project Experience

- Nevada DOT Rail Hazard Index Development Study
- La Crosse County Railroad Safety Review, Wisconsin

Railroad, Freight Planning, & Policy Experience

- Grand Forks Rail Access Study, North Dakota
- Northern Lights Express, Hinckley Loop Alternatives Analysis, Hinckley, Minnesota
- Union Pacific Railroad Yard Expansion, South Saint Paul, Minnesota
- Supplemental Interregional Corridor (IRC) Study Update, Minnesota
- Integrating Freight into Statewide Planning and Programming Study, Minnesota



Justin Scott, AICP | Senior Freight Planner

Justin has 14 years of multimodal freight planning and policy experience working with federal, state, and local agencies to facilitate large and small freight planning and policy projects. He has a deep understanding of federal grant programs and is experienced in fulfilling federal grant requirements and working to program grant applications for winning projects. Justin is passionate about engaging private sector stakeholders in planning processes and understanding the far-reaching influence freight movements have on the global economy. Justin has developed National Highway Institute curriculum and an associated FHWA guidebook outlining for practitioners how to best involve the private sector in freight system planning. He has led project programming, investment management, and stakeholder outreach efforts throughout the U.S. and is an experienced project manager, technical and data analyst, writer, and presenter.

Areas of Expertise

- Train Horn Quiet Zones
- Freight Planning
- Multimodal Planning
- Corridor Studies
- Alternatives Analysis
- Project Prioritization
- Performance Measurement
- Grant Writing
- Truck Parking Studies
- Stakeholder Engagement
- Quality Management
- Project Management
- Long-Range System Planning

Certification

American Institute of Certified Planners

Professional Affiliations

American Institute of Certified Planners

American Planning Association

Project Experience

- Town of Windsor, CT Railroad Train Horn Quiet Zone Study
- City of Bozeman, MT Railroad Train Horn Quiet Zone
- City of Ladsmith, WI Railroad Train Horn Quiet Zone
- City of Aberdeen, SD Railroad Train Horn Quiet Zone
- City of Superior, WI Railroad Train Horn Quiet Zone
- Town of Spencer, WI Railroad Train Horn Quiet Zone
- City of Eden Prairie, MN TC&W Railroad Crossing Safety Improvements
- Atlanta Regional Commission Tucker Summit Community Improvement District Freight Cluster Plan, Georgia
- Atlanta Regional Commission Spalding County Freight Cluster Plan, Georgia
- Georgia DOT Green Street Truck Study, Gainesville, Georgia
- Washington State Freight System Plan
- West Virginia State Freight Plan
- Atlanta to Charlotte High Speed Rail Study
- Ogdensburg Bridge and Port Authority North Country Freight Needs Study, New York
- Northern Minnesota/Northwestern Wisconsin Regional Freight Study
- Missoula Long Range Transportation Plan Update, Montana
- Minnesota Department of Agriculture Intermodal Feasibility Study.
- MnDOT District 7 Freight Study
- MnDOT Twin Cities Freight Connector Study, Minnesota
- Atlanta Regional Freight Study, Georgia



Areas of Expertise

- Train Horn Quiet Zones
- Preliminary and Final Design
- Roadways
- Utilities
- Plans/Specifications/Contract Documents
- Construction Administration
- Site Grading

Registrations

Professional Engineer: Minnesota #26391 and Illinois #062.052162

Professional Affiliations

American Public Works Association

Nathan Will, PE | Principal - Civil Engineering

Nathan manages and designs a variety of municipal, highway, trail and site development projects. He has more than 20 years of experience in engineering, including project management, quiet zone design, and cost estimating, feasibility studies, preliminary and final design, coordination with public agencies, and construction administration. Nathan also has significant experience with local municipal and State Aid design, including projects with complex utility design and construction staging.

Quiet Zone Project Experience

- Crosby Road and Oakland Road Quiet Zones, Minnetonka, Minnesota. Developed preliminary roadway improvements and estimated improvement costs for the quiet zone study. Managed the development of final design plans which included roadway widening, curb and gutter, raised medians and trails, at two separate railroad crossings, necessary to implement quiet zones.
- Arlington Circlet Quiet Zone Final Design, Wayzata, Minnesota. Assisted with early coordination and preliminary design of roadway improvements required to implement quiet zone at this skewed crossing. Prepared final design plans for the proposed roadway improvements.
- Galesburg Quiet Zone Study, Galesburg, Illinois. Provided conceptual design support and cost estimating for 38 quiet zone crossings within the in the Galesburg Quiet Zone Study area.
- City Crystal Quiet Zone, Minnesota. Project manager for the preliminary and final design of roadway improvements at two crossings with the Canadian Pacific (CP) Railway. The design improvements included medians, pedestrian improvements and signing to implement the requirements for the quiet zone. Nathan led the project including preparation of permits, bid documents and coordinated with construction services.
- Chicago Heights Quiet Zone, Illinois. Project manager for the study of ten intersections throughout Chicago Heights involving Union Pacific and Canadian National Railroads.



Joel Johnson, PE | Senior Civil Engineer

Joel has 20 years of civil engineering experience. His engineering expertise includes municipal and roadway design, drainage design, construction plan preparation and design activities, cost estimation, stormwater pollution prevention plans, and permit applications. Joel has performed several roadway design tasks, such as preliminary design, final design, specifications, and estimates. He also has experience in municipal utility design, hydrologic and hydraulic modeling, writing specifications, reviewing shop drawings, and working with clients and contractors to solve design problems. Joel has managed roadway, drainage and multi-disciplinary design teams, and dealt with prime consultants, subconsultants, clients, and permitting authorities.

Areas of Expertise

- Train Horn Quiet Zone Design
- Roadways
- Drainage Design
- Utility Coordination
- Construction Plan Preparation

Registrations

Professional Engineer: Minnesota #42395,
Iowa #24273, South Dakota #13513

Professional Affiliations

American Society of Civil Engineers
Minnesota Surveyors and Engineers Society
American Council of Engineering Companies

Quiet Zone Project Experience

- City of Ottumwa Railroad Quiet Zone Final Design, Iowa. As quiet zone design manager, worked closely with roadway design and traffic control design staff, the City of Ottumwa engineer and staff, and Burlington Northern Santa Fe (BNSF) railroad staff.
- City of Sioux City Railroad Quiet Zone Final Design, Iowa. As quiet zone design manager, worked closely with roadway design and traffic control design staff, the City of Sioux City planning and engineering staff, and Burlington Northern Santa Fe (BNSF) railroad staff.
- City of Wayzata Lake Effect Improvements Project, Minnesota. Served as the design resource for the pedestrian crossing improvements of this existing quiet zone. He worked with City staff, consultants, and Burlington Northern Santa Fe (BNSF) railroad staff to develop the crossing improvements.



Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

September 15, 2022

Deanna McCusker
City Administrator
215 E. Washington St
Washington, IA 52353

RE: Quiet Zone Feasibility Study

Dear Deanna:

Bolton & Menk, Inc. is pleased to present a proposal to provide engineering services for the feasibility study for a quiet zone through Washington including the following crossings.

375872B – W. Main Street
375875W – F Ave
375876D – D Ave
375877K – C Ave
375878S – B Ave
375879Y – N. Marion Ave
375880T – N. Iowa Ave
607322U/375882G – 4th Ave
607323B – N. 12th Ave.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments please contact me at 515-233-6100 Ext. 2944 or email at greg.broussard@bolton-menk.com

Sincerely,
BOLTON & MENK, INC.

Greg Broussard, P.E.
Principal engineer

Attachments: Scope of Services Budget (2 pages)
Terms & Conditions of Proposal (6 pages)

Scope of services

The following pages include a description of the tasks necessary to complete your project. Bolton & Menk will complete a quiet zone feasibility study for the City of Washington Iowa including the crossing listed above.

TASK 1 – QUIET ZONE FEASIBILITY STUDY:

Description: Bolton & Menk will complete a feasibility study for a quiet zone through Washington including the railroad crossing listed above. This feasibility study will include the following items.

- Data Collection including
 - City or County base map aerial photography with property line overlays:
 - These maps will be used to investigate alternatives, verify land use, identify driveway locations, verify adjacent parking use and determine clear zone requirements
 - Federal Rail Administration (FRA) inventory and accident history for the rail corridor.
 - Traffic Volumes will be obtained from the IDOT.
- Meetings including the following
 - Kick-off meeting with the City including a field review.
 - City staff meeting to review draft report
 - One public meeting including up to 2 staff member present to present the quiet zone options and gather feedback.
 - Report presentation to City Council
- Alternate Investigations
 - Several steps are required to review the feasibility of various quiet zone. BMI will investigate combinations of options that would allow the Quiet Zone to be implemented, while minimizing, as much as practical, the impact on adjacent landowners, business and other users of this roadway network.
 - Alternatives to be considered could include:
 - No improvements at specific crossings.
 - Supplemental Safety Measures (SSM's); which are improvements proven to improve crossing safety and pre-approved by FRA. These types of SSM's include raised medians along the roadway, 4-quadrant gates, or closure of a specific crossing.
 - Alternate Safety Measure (ASM's); which are improvements not on a pre-approved FRA list but may be approved by FRA after a formal submittal and review. A sample ASM would be a hybrid improvement such as a 4-quadrant type gate on one side of the crossing with a raised median installed on the opposite side of the crossing.
 - BMI will also inventory pedestrian crossings within the corridor. This inventory will verify the need for the pedestrian crossing, verify adjacent sidewalks and pedestrian use patterns, and recommending necessary modifications of pedestrian crossings.
- Report Preparation & Presentation
 - Based on the results of all work completed, BMI will prepare a draft of the Feasibility Report for staff review. Included will be a summary of the work completed and potential option's for safety improvements needed to implement the Quiet Zone improvements. Preliminary concept layouts for the improvements will be provided along with an Opinion of Probable Costs.
 - Also included will be supporting documents based on FRA requirements showing whether the proposed improvements meet the FRA thresholds for implementation of a Quiet Zone in the City of Washington.
 - An excel calculator will be provided to the City for use in looking at various options and configuration of SSM's, closures and quad gates. The excel spreadsheet will provide estimates costs and provide guidance as to whether a selected configuration qualified for a quiet zone.

TASK 2 – DIAGNOSTIC REVIEW (OPTIONAL):

Description: Bolton & Menk will facilitate a diagnostic review including the following tasks

- Coordination with all parties to establish a date and time for the diagnostic review including City Staff, CP Staff, IDOT Staff, FRA Staff and any other necessary parties.
- Prepare documentation for each crossing for use during the diagnostic review.

- Attend the diagnostic review with at least 2 BMI staff members. Assume the diagnostic review will held in a single day.
- Development of meeting minutes and circulation to the diagnostic team for review and revisions.

Items provided by the Client

- Access to the Site
- Previous prepared reports if applicable

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 11-2. shall not be considered part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may consist of the following:

1. Topographic or Boundary survey
2. Construction plans
3. Quiet zone notifications.
4. All other services not specifically identified in the Proposal or Sections I.A or I.B of this Exhibit 1.

FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

Scope of Services		
	TASK	PRICE
1	Feasibility Study	\$33,191.00
2	Diagnostic Review (Optional)	\$ 8,281.00
	Total	\$41,472.00

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

TERMS OF SERVICE - PUBLIC CLIENT

PUBLIC CLIENT and BOLTON & MENK, INC.

The accompanying Proposal, Offer or Scope Document (referred to as "Service Documents") describes the "Project" and "Services" to be performed and is subject to the following terms and conditions. These Terms of Service (referred to as "Terms") are an integral part of the Services as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope.

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the Services as described in the attached Service Documents.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly in writing.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of these Terms.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to Services to be performed. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as per 2010 Dodd-Frank Reform Act and SEC rules) services and the CLIENT shall provide such services as may be required for completion of the Project.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the attached Service Documents.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of the Services, unless explicitly included in the Service Documents. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Service Documents and Schedule of Fees included in the Service Documents for the time spent in performance of Services. Total cost of Services shall not exceed \$8,000 without the prior consent of CLIENT.
2. Additional Services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed fee on an hourly basis at the rates described in the Schedule of Fees.
3. The Schedule of Fees shall apply for services provided through end of current year. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year. Rates and charges do not include sales tax, if applicable. If such taxes are imposed and become applicable after the date of these Terms, CLIENT agrees to pay any applicable sales taxes.
4. Reimbursable Direct Expenses: Expenses required to complete the agreed scope of services will be invoiced separately and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the Services. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to the Total cost not to exceed fee plus approved Additional services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. **Documents Retention.** The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Services. The CONSULTANT will also agree that the CLIENT, State or their duly authorized representatives may, at any time during normal business hours, and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the Services for a period of six years.

SECTION 4 - GENERAL

- A. **STANDARD OF CARE:** Professional services provided under the Service Documents will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **CHANGE IN PROJECT SCOPE:** In the event the CLIENT changes or is required to change the scope or duration of the project from that described in the Service Documents, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. **General Liability of CONSULTANT.** For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project or these Terms, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. **Professional Liability of CONSULTANT.** With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project or these Terms, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.
3. **General Liability of Client.** To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Iowa Law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project or these Terms, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in the Service Documents or these Terms shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of any agreement between CLIENT and CONSULTANT for the performance or nonperformance of Services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Services, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability insurance policy and, at its option, excess or umbrella liability policy or policies, insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance policy and, at its option, excess umbrella liability policy or policies, insuring owned, non-owned and hired vehicles used by CONSULTANT for the Services. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the liability policies required in 3.D.1 and 2.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.

5. During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission, or negligent act in the performance of professional services authorized by CLIENT. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.

7. Prior to commencement of the Services, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST: Where provided by the CONSULTANT as part of the Service Documents or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES: It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that the on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by the Service Documents or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided by CONSULTANT, unless such third-party use and adaptation or distribution is explicitly authorized by the Service Documents.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole

risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY: CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF SERVICES: The obligations described in these Terms and Service Documents will remain in effect for the longer of a period of two (2) years after written authorization to proceed is issued by the CLIENT or such other expressly identified completion date set forth in the Service Documents. The period for completion of Services may be extended upon mutual agreement of the parties.

K. HAZARDOUS MATERIALS: Except as expressly stated in the Service Documents, the parties acknowledge that CONSULTANT'S Services do not include any services related to any federally, state or locally regulated Hazardous Materials (including asbestos, petroleum, PCB's, lead paint and similarly regulated substances). If CONSULTANT or any other party encounters, uncovers, or reveals a regulated Hazardous Material at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this the agreement incorporating these Terms for cause if it is not practical to continue providing Services.

L. TERMINATION: The relationship and obligations described in an agreement incorporating these Terms and Service Documents ("Agreement") may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3.

M. INDEPENDENT CONTRACTOR: Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all Services performed.

N. CONTINGENT FEE: The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure performance of the Services, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from authorization for performance of the Services.

O. NON-DISCRIMINATION: The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Services as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT: Neither party shall assign or transfer any interest in any agreements executed for performance of the Services without the prior written consent of the other party.

Q. SURVIVAL: All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of these Terms will survive the completion of all services of the CONSULTANT or the termination of the relationship for any reason.

R. SEVERABILITY: If any provision or part of the these Terms or any agreements executed for performance of the Services is held to be void or unenforceable under any law or regulation, that provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the stricken Terms shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW: These Terms and all agreements executed for performance of the Services is to be governed by the law of the State of Iowa and venue in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION: CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Iowa District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION 5 - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Washington

CONSULTANT: Bolton & Menk, Inc.

Gregory Brownard

Principal Engineer

1519 Baltimore Dr, Ames, IA 50010



**BOLTON
& MENK**

Real People. Real Solutions.

CIVIL/MUNICIPAL PLANNING & ENGINEERING



SERVICES

WATER & WASTEWATER ENGINEERING

TRANSPORTATION PLANNING &
ENGINEERING

BRIDGE & STRUCTURAL SERVICES

AVIATION SERVICES

PLANNING & URBAN DESIGN

WATER RESOURCES ENGINEERING

ENVIRONMENTAL PLANNING &
PERMITTING

CONSTRUCTION ADMINISTRATION &
INSPECTION

LAND SURVEYING

GEOGRAPHIC INFORMATION SYSTEMS

PROJECT FUNDING SUPPORT

PROJECT COMMUNICATION

CREATIVE STUDIO SERVICES

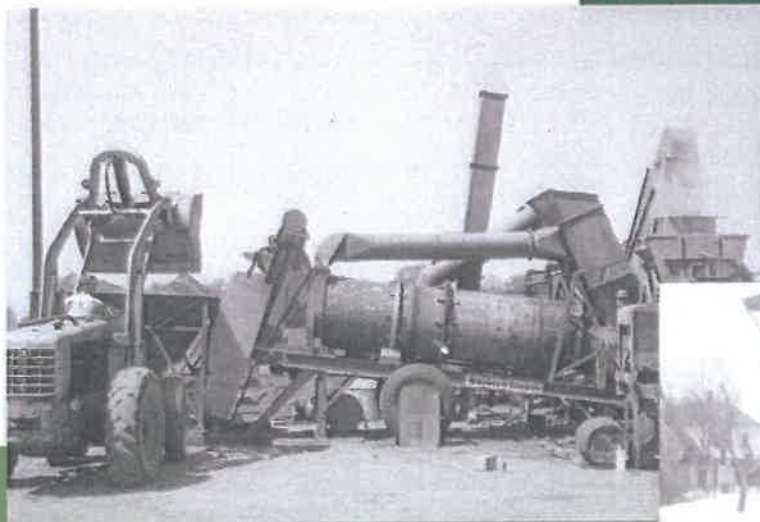




OUR STORY

Since 1949, Bolton & Menk has brought specialized public infrastructure planning and engineering services to all sizes of communities - from rural townships to large metropolitan cores. We offer more than two generations of community understanding and a wide range of expertise. Over the years, we have learned that every project and every community is unique, and we treat them that way.

As the designated consultant city engineer for more than 175 cities, Bolton & Menk takes care of our communities by providing the highest-quality services and solutions possible. And we will take care of you, from speaking on your behalf to designing your dreams, to finding funding; we deliver our best to the communities we serve.



We believe in the power of face-to-face meetings, friendly conversations, and a collaborative decision-making process to keep your projects on schedule, within budget, and focused on real, workable solutions.



OUR PURPOSE

We believe all people should live in **SAFE, SUSTAINABLE, AND BEAUTIFUL COMMUNITIES.**

It's because of this that we approach every client, location, and project as unique and let collaboration lead us to the right solution. Bolton

& Menk's success with public infrastructure projects is grounded in creativity, sound engineering, and enhanced with customer service and effective relationships. We consider residents and business owners as our clients as well. Our effective communication with all stakeholders ensures repeated project success.



YOUR SUCCESS

Success looks different in each community. Our extensive experience with communities, understanding of local government dynamics, and customized approach separate us from the competition. At Bolton & Menk we customize our services to not just meet the expectations of our clients, but to reach their goals. Our experienced staff works as an extension of your staff, capable of providing a full-service approach.

You will have access to our strong working relationships with agencies, key players, and resources in the financing area. We work diligently and successfully on behalf of our clients to

identify, pursue, and secure available grants, low interest loans, partnerships, and other project funding support.

We currently provide ongoing planning and engineering services for more than 350 communities and serve as the designated consultant city engineer for more than 175 communities. While our experience is widespread, our client understanding is local. We like to think we're a lot like you. We like things done on time, on budget, and done right the first time.

BOLTON & MENK OFFICE LOCATIONS

IOWA

Algona
Ames
Cedar Rapids
Des Moines
Jefferson
Spencer

MINNESOTA

Baxter
Burnsville
Chaska
Duluth
Fairmont
Golden Valley
Mankato

NORTH CAROLINA

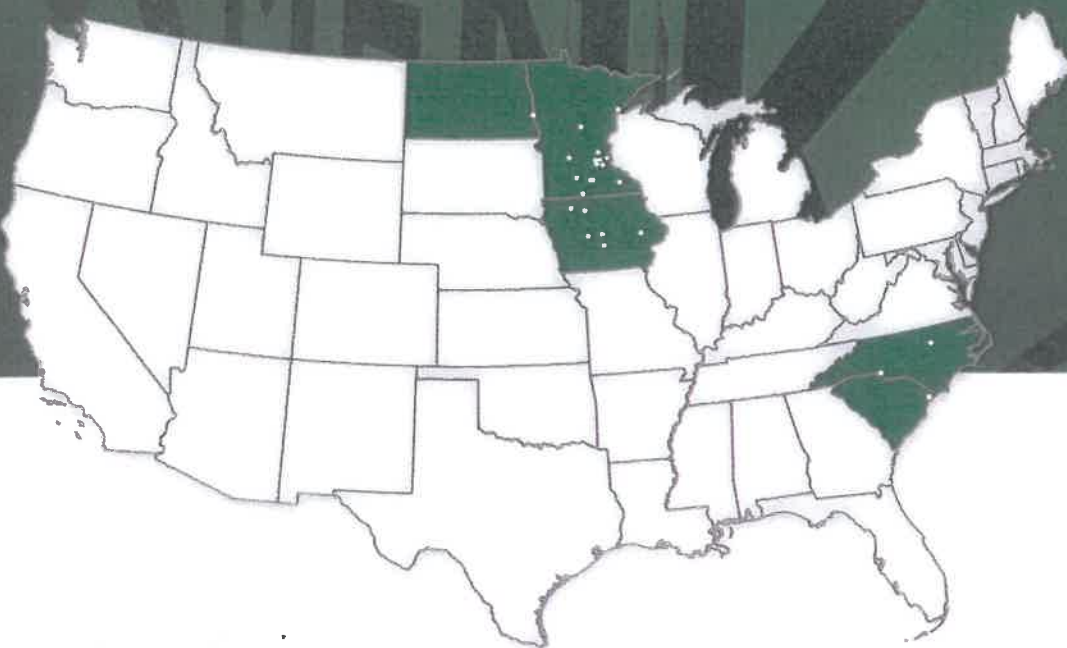
Charlotte
Raleigh

NORTH DAKOTA

Fargo

SOUTH CAROLINA

Myrtle Beach



SERVICES PROVIDED

CIVIL/MUNICIPAL PLANNING & ENGINEERING
WATER & WASTEWATER ENGINEERING
TRANSPORTATION PLANNING & ENGINEERING
STRUCTURAL SERVICES
AVIATION SERVICES
PLANNING & URBAN DESIGN
WATER RESOURCES ENGINEERING

ENVIRONMENTAL PLANNING & PERMITTING
CONSTRUCTION ADMINISTRATION & INSPECTION
LAND SURVEYING
GEOGRAPHIC INFORMATION SYSTEMS
PROJECT FUNDING SUPPORT
PROJECT COMMUNICATION
CREATIVE STUDIO SERVICES



Real People. Real Solutions.