



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE NICOLA-STOUFER ROOM
AT 115 W. WASHINGTON STREET
AT 6:00 P.M., **WEDNESDAY, JULY 5, 2017**

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., **Wednesday, July 5, 2017** to be approved as proposed or amended.

Consent:

1. Council Minutes 06-20-2017
2. Simmering-Cory, Professional Services-Water Treatment Plant Improvements, \$2,000.00
3. LL Pelling Co., 2017 Seal Coat Project, \$85,011.15
4. Iowa League of Cities, Member Dues July 1, 2017-June 30, 2018, \$3,158.00
5. IMWCA, Work Comp. Premium Deposit, \$15,837.00
6. Sinclair Tractor, Mower & Gator, \$18,000.00
7. Washington State Bank, Per TIF Agreement (Oakwood Subdivision), \$11,997.18,
8. Iowa Association of Municipal Utilities, SASSO July 2017-June 2018, \$4,587.85
9. Washington County Fair Association, 2225 250th St., County Fair Fireworks Permit.**(new)**
10. Garden & Associates, 15th Ave. Improvements Project, \$5,897.72
11. Powercom Motor Control, Fountain Lighting Project, \$6,117.33
12. Halcyon House, 1015 S. Iowa Ave., Class C Liquor License (LC) (Commercial), Sunday Sales, **(renewal)**
13. Pizza Hut, 1018 W. Madison Street, Class B Beer (BB), Sunday Sales, **Owner Change.(new)**
14. Department Reports

Claims and Financial Reports:

Claims as Presented.

SPECIAL PRESENTATION

Nuisance Abatement Update – Merle Hagie

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

NEW BUSINESS

Discussion and Consideration of Purchase of 15' Batwing Mower (WWTP).

Discussion and Consideration of a Stop Sign Request at S. 9th & E. Tyler.

Affirm Mayoral Appointments to Boards and Commissions.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Public Hearing – Plans, Specifications, Form of Contract, and Estimate of Cost for Water Treatment Plant Improvements.

Discussion and Consideration of a Resolution Approving Plans, Specifications, Form of Contract, and Estimate of Cost for Water Treatment Plant Improvements.

Discussion and Consideration of a Resolution Making Award of Construction Contract for Water Treatment Plant Improvements.

Discussion and Consideration of a Resolution Approving Award of Architectural Services Contract for Fire Station Project.

Discussion and Consideration of a Resolution Acknowledging Fulfillment of a Contract for Sale of Real Property.

Discussion and Consideration of Third Reading of an Ordinance Amending Code of Ordinances, Chapter 55 Animal Control & Protection.

Discussion and Consideration of a Resolution Authorizing Levy, Assessment, Collection of Costs to the Washington County Treasurer.

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor
Brendan DeLong
Steven Gault
Kerry Janecek
Jaron Rosien
Kathryn Salazar
Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 06-20-2017

The Council of the City of Washington, Iowa, met in Regular Session in the Nicola-Stoufer Room, 115 W. Washington Street, at 6:00 P.M., Tuesday, June 20, 2017. Mayor Johnson in the chair. On roll call present: DeLong, Gault, Janecek, Rosien, Youngquist. Absent: Salazar.

Motion by Youngquist, seconded by DeLong, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 20, 2017 be approved as proposed. Motion carried.

Consent:

1. Council Minutes 06-06-2017
2. Washington Iowa Betterment Foundation, Washington Area Performing Arts & Events Center (year 3 of 5), \$10,000
3. Washington Preservation, LLC, Rebate Closeout, \$18,985.26
4. Insurance on the Avenue, Inc., Rebate Closeout, \$10,205.01
5. Washington State Bank, Police RMS System, \$15,090.39
6. Kevin Olson, Professional Services, \$1,219.80
7. Brenneman Builders, Park Shelters Roofs, \$2,400.00
8. YMCA of Washington County, Sports Sponsorship, \$27,000.00
9. Fox Engineering, Water Treatment Plant Improvements, \$8,891.50
10. Fox Engineering, Lead Soil Removal at Water Plant Site, \$1,974.00
11. Fox Engineering, S. 0.5 MG Elevated Water Storage Tank Improvements, \$3,427.80
12. Fox Engineering, Well #6 Pump Replacement, \$2,530.65
13. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$99.00
14. The Northway Corporation, Well #6 Improvements, Pay App #2, \$126,378.03
15. A & R Land Services, Hwy 1 Water Main Project, \$545.28
16. Bolton & Menk, General Engineering Professional Services, \$3,080.00
17. Neumiller Electric, Well #7 Electrical Improvements, \$442.55
18. Department Reports

Consent - Other:

Mayor Johnson requested consent item #1 be removed from the consent agenda.

Motion by Rosien, seconded by Gault, to approve the consent agenda items 2-18. Motion carried.

Motion by Rosien, seconded by Youngquist, to approve item #1 as amended. Motion carried.

Motion by Rosien, seconded by Janecek, to approve payment of the claims as presented. Motion carried.

Finance Director Kelsey Brown gave the May Financial Reports.

Motion by Janecek, seconded by Youngquist, to approve the May Financial Reports. Motion carried.

Special Presentations:

Flying Pigs Duathlon (5K, 20 mile bike, 1.5 mile run) on September 9. Request to block off Iowa Avenue in front of Y on the Square between E. Main Street and E. Washington Street from 6:00 am to 12:00 pm. Motion by Rosien, seconded by DeLong, to approve the request conditional on public safety personnel approve of the plan and to work with the Craft Fair which is also that day. Motion carried.

The nuisance abatement update was in the council packet.

Motion by Rosien, seconded by DeLong, to approve as outlined the Main Street Washington Sip & Shop event planned for Thursday, September 28 from 6:00 pm to 8:30 pm. Motion carried.

Motion by DeLong, seconded by Gault, to approve the Engineering Task Order with Fox Engineering for the SE Basin I & I Reduction Project not to exceed \$57,100.

Motion by Rosien, seconded by Youngquist, to approve the Agreement for Engineering Services with MSA Professional Services for the Wellness Park Conceptual Design in the amount of \$18,000 and the scope of further services to be determined later. Motion carried.

Motion by DeLong, seconded by Rosien, to approve the Resolution Approving Guidelines for a Downtown Incentive Grant (DIG) Program and Renaming Fund 050 as Downtown Incentive Grant Fund. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-041)**

After discussion, motion by Rosien, seconded by DeLong, to approve as amended the second reading of an Ordinance Amending Code of Ordinances Chapter 41.12 - Fireworks. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried.

Motion by Rosien, seconded by Youngquist, to suspend the rules. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried. Motion carried.

Motion by Rosien, seconded by Gault, to waive the third reading and adopt the ordinance. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried. **(Ordinance No. 1063)**

Motion by Youngquist, seconded by Janecek, to approve the second reading of an Ordinance Amending the Code of Ordinances Section 55 – Animal Control & Protection. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried.

Motion by Rosien, seconded by Gault, to approve the Resolution Approving Offer to Buy Real Estate – 1218 N. 2nd Avenue. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-042)**

Motion by DeLong, seconded by Youngquist, to approve the Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-043)**

Motion by Youngquist, seconded by Rosien, to approve the Resolution Setting FY18 Salaries. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-044)**

Motion by Youngquist, seconded by DeLong, that the Regular Session held at 6:00 P.M., Tuesday, June 20, 2017 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Simmering-Cory | Iowa Codification
114 E. 5th Street, Storm Lake, IA 50588
P.O. Box 244, Storm Lake, IA 50588
Tel 641-357-7595 | Fax 515-724-7868



INVOICE 2017-SC-0033 **6.22.2017**

BILL TO

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

INSTRUCTIONS

Project #17-WS-014

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 st Milestone	Initial Payment-10% at time of Release of Funds.	\$2,000.00	\$2,000.00
TOTAL AMOUNT OF CONTRACT:		\$20,000	
LESS PREVIOUS PAYMENTS:		\$ 0	
LESS THIS PAYMENT:		<u>\$ 2,000</u>	
BALANCE DUE AFTER THIS PAYMENT:		\$18,000	
TOTAL DUE			\$2,000.00

Thank you for your business!



Remit to:
 L L Pelling Co.
 P.O. Box 230
 North Liberty IA 52317
 www.llpelling.com

INVOICE

Contract : 1888.17 Washington, City of

Invoice # :	18898
Date :	6/14/2017
Customer # :	100221
Cust Job :	1888.17.1Washington
Cust PO :	
Total Due:	85,011.15

To: Washington, City of
 PO Box 516
 Washington, IA 52353

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract Item	Quantity	Unit Price	U/M	Amount
10 Mobilization, Performance/Maintenance Bond and Traffic Ctrl	1.00	10,750.00	LS.	10,750.00
11 Binder Bitumen, MC-3000	16,178.96	2.55	GAL	41,256.35
12 Cover Aggregate	691.20	47.75	TON	33,004.80

Contract terms prevail if contract and terms are present. Otherwise, payment is due on receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expenses incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Total Due This Invoice:	<u>85,011.15</u>
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500 SW. 7TH ST.
 SUITE 101
 DES MOINES, IOWA
 50309

INVOICE

DATE
 6/15/2017 074457

PAGE 1

Washington
 PO Box 516

Washington IA 52353-0516

Remit to: Iowa League of Cities, 500 SW 7th St, Ste 101, Des Moines, IA 50309

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D. SHIP DATE	MASTER NUMBER
	WASH10001			Net 30		

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	DUES	Member Dues July 1, 2017 - June 30, 2018			3,158.00	\$3,158.00

Subtotal \$3,158.00

Total \$3,158.00

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

IMWCA

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

500 SW 7TH STREET, SUITE 101
 DES MOINES, IA 50309-4506
 PHONE: 800-257-2708

INVOICE INV65145

DATE

6/1/2017

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 310009, Des Moines, IA 50331-0009

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
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WASHI001 AG0075

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
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1.00	DEPOSIT	Deposit - Work Comp Premium 17-18			15,837.00	\$15,837.00
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This invoice is 25% of total annual premium. The balance will be invoiced in 7 monthly installments of \$6787. If full payment is remitted, total annual premium is \$63346.

This invoice is due on July 1, 2017.

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 *Thank You* or process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	\$15,837.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$15,837.00

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF WASHINGTON PARKS DEPT. (SECOND LINE OF OWNER NAME)			DATE OF ORDER Jun 09, 2017	COMPANY UNIT 08	DEALER ACCOUNT NO. 089929
STREET OR RR 215 E WASHINGTON ST			DEALER ORDER NO. 08815750	SOC. SEC.	IRS NO.
TOWN WASHINGTON	STATE IA	ZIP CODE 52353	TRANSACTION TYPE Cash Sale	PURCHASER SALES TAX EXEMPT	
COUNTY Washington	PURCHASER ACCT.	PHONE NO. 319-653-6584	SELLER'S NAME & ADDRESS Sinclair Tractor 2495 Highway 92 Washington, IA 52353 319-653-6501		
E-MAIL ADDRESS			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
PURCHASER'S NAME - Second Signer					
STREET OR RR					
TOWN	STATE	ZIP CODE			
Use County WASHINGTON	Use State/Province IA				

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLINK Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

QTY	NEW	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)	
1	X			2017 JOHN DEERE Z970R Commercial ZTrak Stock # 85251	1	1TC970RCAGT051028	\$ 10,750 00	
1	X			JOHN DEERE XUV825i (MY17)			\$ 10,108 47	
1	X			BM26183 Turn Signal Light Harness Kit			\$ 140 17	
1	X			BM25546 Turn Signal Light Kit			\$ 51 36	
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							TOTAL CASH PRICE	\$ 21,050 00
QTY	DESCRIPTION OF TRADE-IN			Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT		
1	2008 JOHN DEERE Z840A			2627	TC840AU010028	\$ 1,500 00		
PURCHASER TYPE 4 Use County							MARKET USE 87 Parks and Cemeteries	
COMMENTS:							1. TOTAL CASH-PRICE	\$ 21,050 00
							2. TOTAL TRADE-IN ALLOWANCE	\$ 1,500 00
							3. TOTAL TRADE-IN PAY-OFF	\$ 0 00
							4. BALANCE	\$ 19,550 00
							8. EST. SERVICE AGREEMENT TAXES	\$ 0 00
							9. SUB-TOTAL	\$ 19,550 00
							10. CASH WITH ORDER	\$ 0 00
							11. RENTAL APPLIED	\$ 0 00
							12. CASH DISCOUNT	\$ 0 00
							13. BALANCE DUE	\$ 19,550 00

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the Balance Due (line 13) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Vendor 6560
001-6-4030-6320

Mower - Delivered 6/9/17 by Dan

\$19550
- 1550 paid 6/29/17
\$18,000 due now

Account 129 4-5050-4-4050

Fiscal Year 2016-2017 Current

Account Name TIF PROPERTY TAX

General Balance Budget Budget Adjustments History Detail

No Filter Selections Made

Filter

Drag a column header here to group by that column

Date	Tran	Reference	Description	Amount	Vendor	Invoice
08/12/2016	B28660	Misc 000...	WASH CO PROP TAX	2,60CR		
09/14/2016	B29349	Misc 000...	WASH CO PROP TAX	824,76CR		
10/14/2016	B29685	Misc 000...	WASH CO PROP TAX	13,026,89CR		
11/14/2016	B30196	Misc 000...	WASH CO PROP TAX	2,122,32CR		
12/14/2016	B30708	Misc 000...	WASH CO PROP TAX	931,15CR		
01/13/2017	B31167	Misc 000...	WASH CO PROP TAX	930,14CR		
03/14/2017	B32053	Misc 000...	WASH CO PROP TAX	824,76CR		
04/14/2017	B32674	Misc 000...	WASH CO PROP TAX	12,533,28CR		
05/12/2017	B33238	Misc 000...	WASH CO PROP TAX	2,111,63CR		

9 records

32,707.58CR

Edit This Record

View

kelsey

Clear

+ 1957.69
34,665.27

- 10320.86

- 5772.93

18571.48

Dec payment to bank
 Transfer to LMI

TIF Transfer
 to LMI
 \$6574.30

Payment to Washington St.
 Bank per TIF agreement
 \$11,997.18

Total TIF Transfer 12,271.51 (35.4%)
 total payments to bank 22,393.76



IOWA ASSOCIATION
OF MUNICIPAL UTILITIES

1735 NE 70th Ave.
Ankeny, IA 50021

Invoice

Date	Invoice #
7/1/2017	15254

Terms
Net 30

Bill To
City of Washington PO Box 516 215 E Washington St. Washington, IA 52353-0516

Description	Quantity	Rate	Amount
SASSO • July 2017 - June 2018		4,587.85	4,587.85

Sales Tax (0.0%) \$0.00

Payments/Credits \$0.00

Balance Due \$4,587.85

Email Address	Phone #	Fax #
jvandusseldorp@iamu.org	515-289-1999	515-289-2499

FOR FIREWORKS PERMIT
City of Washington, Iowa

I (We), Washington County Fair Association hereby make application for a Fireworks Permit to be used in the City of Washington, Iowa; that _____ of Flashing Thunder will be the "competent operator" of the fireworks display due to his/her experience or training or education with fireworks displays; that said application is being requested for:

Date July 21st, 2017
Beginning Time: After Demo Derby
Ending Time: 30 min

(NO PERMIT WILL BE ISSUED FOR LONGER THAN 11:00 P.M.)

Rain Date _____
Beginning Time: _____
Ending Time: _____

(NO PERMIT WILL BE ISSUED FOR LONGER THAN 11:00 P.M.)

ADDRESS OR PLACE OF FIREWORKS DISPLAY: Washington County Fair Grounds

Lena N - Secretary
Applicant's Signature

June 22, 2017
Date

611 Hwy 1 South, Washington, IA
Address of Applicant

319-461-0506 cell
Telephone

Fire Chief Notification and Approval.

Craig Reardon #8
Chief, Washington Fire Department

PASSED AND APPROVED BY WASHINGTON CITY COUNCIL this _____ day of _____, 20____.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577
Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

June 21, 2017
Invoice No: 35455

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

Professional Services for the Period: May 19, 2017 to June 15, 2017

Professional Services

	Hours	Rate	Amount	
Principal Engineer	23.00	137.00	3,151.00	
Technician #1	23.00	97.00	2,231.00	
Technician #4	4.00	77.00	308.00	
Totals	50.00		5,690.00	
Total Professional Services				5,690.00

Unit Billing

Mileage			117.72	
Robot Total Station Equipment			90.00	
Total Units			207.72	207.72

Total Project Invoice Amount \$5,897.72

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA **CRESTON, IOWA**



Powercom Motor Control

210 N. Marion Ave.
P.O. Box 871
Washington, IA 52353

Office: 319-653-3150
Fax: 319-653-4753
www.powercom.us
accounts@powercom.us

INVOICE

Invoice Number: 13339.1
Invoice Date: Jun 13, 2017
Page: 1
SO Number: 13339

Duplicate

Bill To:
City of Washington Parks Department 215 E. Washington St. Washington, IA 52353 USA

Ship to:
City of Washington Parks Department 215 E. Washington St. Washington, IA 52353 USA

Customer ID	Customer PO	Payment Terms	
WPD-90549	Fountain LED lights	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		7/13/17

Quantity	Item	Description	Unit Price	Amount
1.00		2nd 1/3 payment Final Payment	6,117.33 6,117.34	6,117.33
Municipal Grant _____ Initials <i>MP</i> Fund #2 Fountain light install EXP. _____ Vender # _____ Date Rec. _____ Due Date _____ Inv # _____ 301-6-6020-6797				
Subtotal				6,117.33
Sales Tax				
Total Invoice Amount				6,117.33
Payment/Credit Applied				
TOTAL				6,117.33

Check/Credit Memo No:

www.shop.powercom.us
You can now order motors online!!

Overdue invoices are subject to late charges.

Applicant License Application (LC0042761)

Name of Applicant: <u>Wesley Retirement Services, Inc.</u>		
Name of Business (DBA): <u>Halcyon House</u>		
Address of Premises: <u>1015 S Iowa Ave</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business	<u>(319) 653-7264</u>	
Mailing	<u>1015 S Iowa Ave</u>	
City <u>Washington</u>	State <u>IA</u>	Zip: <u>52353</u>

Contact Person

Name <u>Christine L. Marshall</u>	
Phone: <u>(319) 653-8313</u>	Email <u>cmarshall@wesleylife.org</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/27/2017

Expiration Date: 07/26/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>63378</u>	Federal Employer ID <u>420680440</u>

Ownership

Robert Kretzinger

First Name: Robert **Last Name:** Kretzinger
City: Johnston **State:** Iowa **Zip:** 50131
Position: CEO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Frank Tallerico

First Name: Frank **Last Name:** Tallerico
City: Johnston **State:** Iowa **Zip:** 50131
Position: CFO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Kristy VanderWiel

First Name: Kristy **Last Name:** VanderWiel
City: Johnston **State:** Iowa **Zip:** 50131
Position: Vice President of People and Culture

% of Ownership: 0.00%

U.S. Citizen: Yes

Christine Marshall

First Name: Christine

Last Name: Marshall

City: Washington

State: Iowa

Zip: 52353

Position: Executive Director

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>07/27/2017</u>	Policy Expiration <u>07/27/2018</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>COMES INVESTMENTS</u>		
Name of Business (DBA): <u>PIZZA HUT</u>		
Address of Premises: <u>1018 WEST MADISON</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business <u>(319) 653-6521</u>		
Mailing <u>1332 GRAND AVE</u>		
City <u>WEST DES MOINES</u>	State <u>IA</u>	Zip: <u>50265</u>

Contact Person

Name <u>JOE W. COMES</u>		
Phone: <u>(515) 330-1172</u>	Email	<u>JOECOMES@MAC.COM</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 12 months

Effective Date: 06/01/2017

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>		
Corporate ID Number: <u>32402</u>	Federal Employer ID	<u>42-1002963</u>

Ownership

JOSEPH COMES

First Name: JOSEPH

Last Name: COMES

City: CLIVE

State: Iowa

Zip: 50265

Position: PRESIDENT

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Columbia National Insurance Company</u>	
Policy Effective Date: <u>06/01/2017</u>	Policy Expiration <u>06/01/2018</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

WWTP report
July 7, 2017
Council meeting

- **After hour alarm and dog call outs -**
 - 18th WWTP, PLC #4 communication failure alarm, 1:23 a.m. Parker
 - 19th WWTP, high TSS alarm, 9:15 p.m. Parker
 - 12th dog call, Safety Center reported a dog to be picked up at Paws & More, 10:15p.m. Parker
 - 23rd WWTP, high TSS alarm, 6:09 p.m. Fred
 - 25th dog call, Safety Center reported a dog to be picked up at McDonald's, 6:37 a.m. Parker
 - 27th dog call, Safety Center reported a dog to be picked up at 1008 N Iowa, 6:27 p.m. Parker
 - 27th dog call, Safety Center reported a dog to be picked up at 327 E Washington, 8:32 p.m. Parker
- **Dept Head meetings** – I attended the meetings on the 20th & 27th.
- **Bazooka-Farmstar, Inc (BFI)** – After the initial high zinc result of 31.9 mg/L (2.61 mg/L daily maximum limit) on April 19, 2017. We collected three (3) more samples that were all under the daily maximum limit. The fourth (4th) sample result was 7.65 mg/L which is over the daily maximum limit. I sent BFI another violation letter. BFI is working hard to get this problem corrected. Samples five (5), six (6), seven (7), and eight (8) were all under the daily zinc maximum limit. Sample nine (9) result was 5.36 mg/L which is a daily zinc maximum violation. I sent another violation letter to BFI. We will continue to sample there until we have enough data to show they can remain in compliance with the pretreatment agreement.
- **WWTP SCADA controls contract** – I sent the signed three (3) year SCADA contract back to JETCO on June 23, 2017. Still waiting to hear from JETCO on when they will be on-site to start the SCADA upgrade work.
- **Digester #3 Hach Dissolved Oxygen (DO) meter probe** – Jason and Parker made repairs to the DO probe in digester #3. The DO probe threads had worked loose from the probe support pole. They were able to get the probe threads tightened back up to the probe pole so the probe was in a fixed position and not sitting on the floor inside the tank. Luckily the DO probe was not damaged while sitting on the floor. DO probe replacement costs would be around \$2,000.00
- **Bat wing mower purchase** – We gave Illa a memo for the purchase of the bat wing mower to be included in the council packet and had her put it on the agenda for approval at the July 5, 2017 meeting. The memo shows the quotes we received back for this mower purchase. It also includes a recommendation on which mower we would like to purchase. Jason will be at the meeting to answer questions about this mower.
- **WWTP Nutrient Reduction Strategy (NRS) report** - I contacted Rob Baker at FOX engineering to see if he needed us to provide any additional information or require more testing for the upcoming NRS report he will be working on for the WWTP. Rob stated all the info he needed was already on the monthly operating reports I have been sending him. The NRS report is a requirement that's included in the WWTP's National Pollutant Discharge Elimination System (NPDES) permit issued by IDNR. The report is due by March 1, 2018.
- **WWTP generator fuel sample result** – I received the results from the latest diesel fuel sample that was sent out for analysis. It came back as normal. The fuel tank is around half full (1,500 gallons) at this time. We plan to fill the fuel tank later this year as recommended by manufacturer specs.
- **WWTP AED pads** – Safety Director Henkel replaced the AED pads in the WWTP's AED unit. The old pads were getting ready to expire.

- **New WWTP lab incubator** – We purchased a new incubator for the WWTP lab. We got quotes from two (2) companies, they are as follows:
The Lab Depot = \$2,369.33 + shipping costs Neobits = \$3,098.95 + shipping costs. We purchased the incubator from The LabDepot. There was money available for this purchase in the 16/17 budget.
- **Underpass lift station** – During his routine morning rounds on June 28, 2017 Jason discovered there was an electrical problem at this lift station. Jason found one (1) of Alliant's overhead lines had a blown fuse. He contacted the Alliant 800 number and full power was restored by around 10:00 a.m. There is no backup power or a phone alarm dialer at this location. We will be looking at getting some type of phone alarm system installed at this location in the near future.

Fred E Doggett
6/29/2017 10:36 AM

Maintenance and Construction Report

6/3/17-6/16/17

STREETS: M/C Personnel operated the street sweeper through the entire town. The seal coat street list was completed by LL Pelling. Personnel sprayed calcium chloride on East 4th St between North 10th Ave & North 12th Ave. Personnel began line painting around town. Personnel made the first trip around the freshly coated seal coat streets sweeping the chips back toward the center.

WATER DISTRIBUTION: M/C Personnel repaired 3 water main breaks located at 1512 North 2nd Ave (2) and one on 250th St. Personnel replaced a leaking curb stop (shut off box) located at 409 East Jefferson St.

SEWER COLLECTION: M/C Personnel GPS and inspected manholes on the Egg system.

STORM SEWER COLLECTION: M/C Personnel repaired two sink holes in the storm line east of North 12th Ave in the water way.

MECHANIC/SHOP: M/C Personnel serviced PD 97 (rotate tires & A/C), Water Plant Truck Bid, 301 (finish steering & transmission shift issue), 311 (air compressor), PD 79, PD 96 (rear brakes) and PD Tahoe (A/C).

OTHER: M/C Personnel responded to 67 One Call Locates. The yard waste bag and brush routes were continued, YTD bag total 6,530. Hauled material back to the storage shed, millings, rock and sand. Personnel hauled a couple vehicles and scrap metal to Keota.

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.

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POLICE	ALLIANT ENERGY	SERVICE	225.43
	ARNOLD MOTOR SUPPLY	PARTS	16.97
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	43.06
	CUSTOM IMPRESSIONS INC	DOOR HANGERS	235.00
	HIWAY SERVICE CENTER	OIL FILTERS	16.11
	KELTEK	UBS REPAIR IN CAR	264.00
	MARCO TECHNOLOGIES LLC.	COPIER PMT	68.20
	ROSS AUTO & MUFFLER SHOP INC	REPAIR TAHOE	332.69
	UPS	UPS CHARGES	29.14
	VISA	SUPPLIES, COMP, TRAINING	1,608.68
	WAL-MART	COMPUTER SUPPLY	99.00
		TOTAL	2,938.28
	FIRE	ALLIANT ENERGY	SERVICE
ARNOLD MOTOR SUPPLY		PARTS	162.99
HEIMAN FIRE EQUIPMENT		FIRE EQUIPMENT	880.00
MOORE'S BP AMOCO INC		FUEL	14.26
TOYNE INC		AUTO EJECTS	595.44
WINDSTREAM IOWA COMMUNICATIONS		PHONE SERVICE	172.83
		TOTAL	2,276.37
DEVELOP SERV		ARNOLD MOTOR SUPPLY	PARTS
	EICCD	CPR CLASSES FOR CITY HALL	25.00
	HARRIS, HENRY W.	GRASS ABATEMENT 221 N AVE	45.00
	WAL-MART	SUPPLIES	128.94
		TOTAL	227.10
LIBRARY	BROCKWAY COMPANY, INC	ERV REPAIR	360.80
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	58.39
	CINTAS FIRST AID & SAFETY	DEFIBULATOR PADS	349.00
	EBERT SUPPLY CO.	TOWELS AND SUPPLIES	266.56
	RECORDED BOOKS LLC	AUDIO BOOKS	7.95
	STAPLES	SUPPLIES	533.55
		TOTAL	1,576.25
PARKS	ALLIANT ENERGY	SERVICE	318.56
	ARNOLD MOTOR SUPPLY	PARTS	41.88
	CARSON PLUMBING & HEATING SRVS INC	NEW DAWN RR SINK REPAIR	462.75
	GRAINGER	FOUNTAIN PIT, EXHAUST FAN	58.50
	WAL-MART	SUPPLIES	209.94
	WASHINGTON LUMBER	NEW DAWN PAINT	62.13
	WASHINGTON RENTAL	SHARPEN CHAINSAW	27.32
		TOTAL	1,181.08
POOL	ARMSTRONG HEATING & AIR CONDITIONING I	POOL HEATER REPAIR	318.75
	FASTENAL COMPANY	DIVING BOARD BOLTS	54.59
	KUENSTER HEATING & AIR, LLC	POOL HEATER REPAIR	1,865.85
	STATE HYGIENIC LAB	TESTING	12.50
		TOTAL	2,251.69
CEMETERY	ALLIANT ENERGY	SERVICE	125.81
	LENGACHERS SMALL ENGINE SALES AND SERV	MOWER RENTAL- FIVE WEEKS	750.00
	WAL-MART	SUPPLIES	78.21
		TOTAL	954.02

FINAN ADMIN	ALL AMERICAN PEST CONTROL	ALL AMERICAN PEST CONTROL	44.00
	ALLIANT ENERGY	SERVICE	450.85
	BAKER PAPER & SUPPLY	COPIER PAPER	59.70
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	140.86
	CINTAS FIRST AID & SAFETY	DEFIBULATOR PADS	202.20
	EBERT SUPPLY CO.	TOWELS AND SUPPLIES	85.50
	J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIER CONTRACT & COPIES	819.28
	PATTERSON, MARY	REIMBURSEMENT	60.00
	VIVIAL	DIRECTORY	24.15
	WAL-MART	SUPPLIES	3.70
	WASHINGTON EVENING JOURNAL	LEGAL AND DISPLAY ADVERTIS	913.40
		TOTAL	2,803.64
	AIRPORT	JAMIESON, JEAN	CLEANING
VISA		SUPPLIES	105.27
		TOTAL	301.27
ROAD USE	ARNOLD MOTOR SUPPLY	PARTS	291.64
	CHEMSEARCH	DIESEL GUARD	333.33
	DOUDS STONE LLC	ROADSTONE	1,067.36
	FUTURE LINE LLC	SNOW PLOW	6,987.88
	GIERKE ROBINSON CO., INC	WARNING TILES	400.00
	L L PELLING CO	PRE-MIX	793.05
	LAWSON PRODUCTS INC	SUPPLIES	281.38
	TIFCO INDUSTRIES	HEX CAPS & SCREWS	239.02
	WASHINGTON EVENING JOURNAL	LEGAL AND DISPLAY ADVERTIS	58.50
	ZARNOTH BRUSH WORKS	ELGIN BROOM	450.00
		TOTAL	10,902.16
	STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY
MARIE ELECTRIC INC.		REPAIR	66.42
		TOTAL	333.80
DOWNTOWN COMM UR	WASHINGTON PRESERVATION, LLC	TIF REBATE	1,131.75
	MARSHALL'S PROPERTIES, LLC	TIF REBATE	4,214.63
	INSURANCE ON THE AVENUE	TIF REBATE	843.78
		TOTAL	6,190.16
HOUSING REHABILITATION	WOODS, WYNONA	DN PMT ON 1218 N 2ND AVE	1,000.00
		TOTAL	1,000.00
CAPITAL PROJECTS	CUSTOM IMPRESSIONS INC	WOODLAWN CEMETARY PLAQUE	440.66
		TOTAL	440.66
CAPITAL PROJECTS	MURPHY, CRAIG	SIDEWALK REPAIR REIMB	864.88
		TOTAL	864.88
TREE COMMITTEE	MARSHALL, JOHN	REIMBURSEMENT FOR SUPPLIES	75.50
		TOTAL	75.50
PARKS	HY-VEE	GARDEN CENTER	1,198.37
		TOTAL	1,198.37

WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	178.07	
	ARMSTRONG HEATING & AIR CONDITIONING I	AIR CONDITIONER REPAIR	214.80	
	CARROLL, SUSAN	MILEAGE REIMB	17.66	
	CUSTOM IMPRESSIONS INC	SAFETY SHIRTS	183.67	
	FERGUSON WATERWORKS# 2516	METERS	3,555.33	
	FRANZEN, DENNIS	LIGHT ON WELL HOUSE	141.89	
	POSTMASTER	BULKY RATE POSTAGE FOR BIL	799.18	
	TYLER TECHNOLOGIES	SOFTWARE SUPPORT	2,810.95	
	WASHINGTON EVENING JOURNAL	LEGAL AND DISPLAY ADVERTIS	221.56	
	WATER SOLUTIONS UNLIMITED	CHEMICALS	4,177.45	
	WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	41.84	
		TOTAL	12,342.40	
	WATER DIST	ALLIANT ENERGY	ALLIANT ENERGY	44.16
		ARNOLD MOTOR SUPPLY	PARTS	16.19
HIWAY SERVICE CENTER		OIL FILTER	7.52	
MOORE'S BP AMOCO INC		FUEL	200.84	
TIFCO INDUSTRIES		PARTS AND SUPPLIES	481.52	
UTILITY EQUIPMENT CO		SUPPLIES	3,069.07	
VIZ-CON DIVISION OF TRAFFIX DEVICES		FOLDING BARRICADES	2,096.25	
WELLINGTON, EARL		BATTERY	263.00	
		TOTAL	6,178.55	
SEWER PLANT		AERZEN USA CORPORATION	AIR FILTERS-SBR & DIGESTER	2,340.54
		ALLIANT ENERGY	ALLIANT ENERGY	8,936.27
	CINTAS FIRST AID & SAFETY	DEFIBULATOR PADS	202.20	
	DMACC BUSINESS RESOURCES	WW TRAINING FOR JW	450.00	
	EVANS WELDING LLC	FIX DOOR @ UNDERPASS	115.93	
	SITLER'S SUPPLIES INC.	BATTERIES FOR LAB	11.25	
	STATE HYGIENIC LAB	TESTING	459.50	
	TESTAMERICA LABORATORIES INC	TESTING	1,775.97	
	THE LAB DEPOT	NEW LAB INCUBATOR	2,549.09	
	TYLER TECHNOLOGIES	SOFTWARE SUPPORT	2,810.94	
	USA BLUEBOOK	ELECTRODE	157.79	
	WASHINGTON LUMBER	STEP LADDER	234.99	
	WASHINGTON RENTAL	SHARPEN CHAINSAW, GUIDE BA	69.69	
		TOTAL	20,114.16	
	SEWER COLLECT	ARNOLD MOTOR SUPPLY	PARTS	330.91
		IOWA ONE CALL	SERVICE	143.50
		IDEAL READY MIX	STORM REPAIR N 12TH	564.00
USA BLUEBOOK		SAFETY SUPPLIES	154.05	
WAL-MART		SUPPLIES	27.52	
CUSTOM IMPRESSIONS INC		SHIRTS	273.51	
VIZ-CON DIVISION OF TRAFFIX DEVICES		FOLDING BARRICADES	2,096.25	
		TOTAL	3,589.74	
SANITATION		LUKE WASTE MANAGEMENT	REFUSE AND RECYCLING/BULKY	28,599.25
	WASH CO HUMANE SOCIETY	COLLECTIONS FOR JUNE	413.01	
		TOTAL	29,012.26	
	TOTAL	106,752.34		

**CITY OF WASHINGTON, IA
VISA Card Charges - 2017**

CLAIMS REPORT 07/05/2017


Category	Description	Amount	Total
POLICE	HD SUPPLY FACILITIES MITNC- TAPE DISPENSER, WALL POCKETS, STAPLER, RAILROAD CHALK(PACK OF 6)	46.81	105.27
	AMAZON - STREAMLIGHT WEAPON MOUNT TACTICAL FLASHLIGHT	110.18	
	AMAZON - PANASONIC TOUGHBOOK	499.95	
	WASHINGTON EVENING JOURNAL - SUBSCRIPTION	122.25	
	GLOCK PROFESSIONAL - ARMORER'S COURSE -HUSCHKA TRAINING CLASS JULY 24-25	250.00	
	KOLLEGE TOWN SPORTS - IOWA ASSN CHIEFS POLICE POLOS (2 SHIRTS)	118.99	
	REMINGTON ARMS COMPANY - ARMORER'S COURSE - HUSCHKA	250.00	
	WHENTOWORK - SHIFT SCHEDULE SOFTWARE (12 MONTH SUBSCRIPTION)	200.00	
	CORALVILLE PARKING DEPARTMENT - PARKING FOR IOWA CHIEFS OF POLICE CONF	3.00	
	CORALVILLE PARKING DEPARTMENT - PARKING FOR IOWA CHIEFS OF POLICE CONF	4.00	
	UPTOWN AUTO WASH - CARWASH	3.50	
		1,608.68	

AIRPORT
WALMART - INK AND COPY PAPER

			105.27
		-	-
		-	-
		-	-
		-	-

DOB #	ADDRESS	Ward	Complainant	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status
	JUNE 2017											
1	302 S 2nd Ave	4	city	tall grass	1-Jun	1-Jun	letter			letter to owner in Ca. to get someone to mow on regular basis	MH	CLOSED
2	621 W 2nd Ave	1	city	tall grass	5-Jun	5-Jun	hanger	7-Jun			MH	CLOSED
3	320 S 15th Ave	3	city	tall grass	5-Jun	5-Jun	phone			called owner will get it done by next week- empty lot	MH	CLOSED
4	106 E 17th St	1	city	tall grass	5-Jun	5-Jun	letter	21-Jun	*		MH	CLOSED
5	503 S 6th Ave	3	city	tall grass	6-Jun	6-Jun	hanger				MH	CLOSED
6	1303 E 3rd St	2	city	tall grass	6-Jun	6-Jun	hanger			6-6-17 HWH to abate	MH	ABATED
7	946 Prospect Place	3	city	weeds growing where took out hedge	6-Jun	6-Jun	letter	26-Jun	*		MH	open
8	1321 Woodland Court	4	citizen	2 trailers parked on grass	7-Jun	15-Jun	letter	6-Jul	*		MH	open
9	1317 Woodland Court	4	citizen	tall grass along S. Ave. E.	7-Jun	12-Jun	letter	21-Jun	*		MH	CLOSED
10	727 W 3rd St	1	citizen	inoperable vehicle by garage	12-Jun	12-Jun	letter	6-Jul	*		MH	open
11	800 W 3rd St	1	citizen	tall grass	12-Jun	12-Jun	letter	21-Jun	*		MH	open
12	727 E Jefferson St	3	citizen	junk all over property	12-Jun	12-Jun	letter	28-Jun	*		MH	open
13	725 E 15th St	2	city	box springs and mattress at curb	12-Jun	12-Jun	hanger				MH	CLOSED
14	1003 E 2nd St	2	city	trash bags at curb no stickers	12-Jun	12-Jun	hanger				MH	CLOSED
15	1020 E 2nd St	2	city	trash bags at curb no stickers	12-Jun	12-Jun	hanger				MH	CLOSED
16	901 N Marion Ave	1	city	indoor furniture- junk by neighbors garage	12-Jun	12-Jun	letter	21-Jun	*	6-26-17 letter DL 6-29-17 neighbor house unoccupied	MH	CLOSED
17	202 E Main St	1	city	hedge over sidewalk	13-Jun	13-Jun	letter	30-Jun	*		MH	CLOSED
18	306 N Marion Ave	1	city	tall weeds	13-Jun	13-Jun	letter	29-Jun	*		MH	CLOSED
19	1506 E. Washington St.	2	citizen	trash, volunteer trees and brush by back fence	7-Apr	21-Apr	letter	22-May		email to Dollar General, letter to McKee (landlord) Administrative Abatement started.	SED	open
20	205 McCreedy Drive	4	police/citizen	MOVED FROM APRIL 2017	1-Jun	13-Jun	certified letter	30-Jun	*		SED	CLOSED
21	1201 S. Iowa Ave.	4	police/citizen	bushes/hedge blocking line of site at intersection	1-Jun	9-Jun	letter	30-Jun	*		SED	open
22	1115 E 4th St	2	city	bushes/hedge blocking line of site at intersection	14-Jun	14-Jun	letter	30-Jun	*		MH	CLOSED
23	1104 E 3rd St	2	city	TV in front of building	14-Jun	15-Jun	letter	26-Jun	*		MH	CLOSED
24	720 N Iowa Ave	1	city	owner gardening on city ROW	14-Jun	14-Jun	letter	7-Jul	*		MH	CLOSED
25	1020 N 4th Ave	1	city	washer& dryer by garage junk vehicle in driveway	15-Jun	15-Jun	verbal	22-Jun	*		MH	open
26	958 S Iowa Ave	4	city	trash bags at curb no stickers	15-Jun	15-Jun	hanger				MH	CLOSED
27	empty lot on W. 5th St.	1	citizen	Tall grass	15-Jun	15-Jun	hanger				SED	open
28	empty lot on W. 5th St.	1	citizen	vegetation/vol. trees hindering line of site	16-Jun	16-Jun	informal letter	30-Jun	*		SED	open
29	1114 E Washington St	2	city	trash bags under outside steps	19-Jun	19-Jun	hanger	21-Jun	*		MH	CLOSED
30	821 N 8th Ave	2	citizen	volunteer trees growing from fence around property	19-Jun	19-Jun	letter	10-Jul	*		MH	CLOSED
31	317 E Madison St	3	city	trash bag at curb	19-Jun	19-Jun	hanger	21-Jun	*		MH	CLOSED
32	221 N Ave D	1	city	couch at curb	19-Jun	19-Jun	hanger	21-Jun	*	6-28-17 HWH to Abate	MH	ABATED
33	603 N 5th Ave	1	city	tall grass	19-Jun	19-Jun	hanger	22-Jun	*		MH	CLOSED
34	431 E Madison St	3	city	Stuffed chair at curb	20-Jun	20-Jun	hanger				MH	CLOSED
35	302 W 2nd St	1	city	appliance at curb	20-Jun	20-Jun	hanger				MH	CLOSED
36	608 N 6th Ave	2	city	refrigerator at curb	21-Jun	21-Jun	verbal				MH	CLOSED
37	732 E 2nd St	2	city	Recliner at curb	26-Jun	26-Jun	hanger				MH	CLOSED
38	420 S Ave D	4	city	couch at curb	22-Jun	22-Jun	hanger				MH	CLOSED
39	914 E 2nd St	2	city	someone living in tent pee cup by tent	21-Jun					6-22-17 no sign of either tent occupied or cup	MH	CLOSED
40	914 E 2nd St	2	city	truck with garbage in it	26-Jun					6-28-17 truck gone	MH	CLOSED
41	2550 Hwy 1 S	4	city	furniture at road	26-Jun	27-Jun	letter	5-Jul	*		MH	open
42	314 E 2nd St	2	city	2 tv's in rear yard tall weeds around property	26-Jun	28-Jun	letter	14-Jul	*		MH	open
43	521 S Ave D	4	city	trash beside garage	27-Jun	27-Jun	letter	5-Jul	*		MH	open
44	220 S Marion Ave	1	city	5 trash bags in alley	27-Jun	27-Jun	phone			occupant contacted to put stickers on bags	MH	open
45	314 N Ave C	1	city	trash bags behind garage	28-Jun	28-Jun	hanger				MH	open

WWTP MEMORANDUM

TO: CITY ADMINISTRATOR & CITY COUNCIL MEMBERS
FROM: JASON WHISLER 
SUBJECT: FIFTEEN (15) FOOT BATWING MOWER PURCHASE
DATE: THURSDAY, JUNE 22, 2017

THE WASTEWATER TREATMENT PLANT HAD \$15,000 APPROVED IN THE 2017/2018 BUDGET TO PURCHASE A FIFTEEN (15) FOOT BATWING MOWER.

WE SENT OUT FIVE (5) BID LETTERS AND RECEIVED SIX (6) BIDS BACK.

- SINCLAIR TRACTOR JOHN DEERE HX15 FLEX-WING \$15,250
LAND PRIDE 4615 \$12,600
- FARMERS SUPPLY SALES LAND PRIDE 4015 \$12,940
- SCHNOEBELEN, INC BUSH HOG 2215 \$12,800
- IOWA FARM EQUIPMENT BUSH HOG 2215 \$14,350
- PLANK EQUIPMENT, INC WOODS BW1800 XQW \$15,000

IT'S OUR RECOMMENDATION WE PROCEED WITH THE PURCHASE OF THE LAND PRIDE 4615 FROM SINCLAIR TRACTOR IN WASHINGTON, IOWA FOR TWELVE THOUSAND SIX HUNDRED (\$12,600) DOLLARS.

THANKS WWTP STAFF

*Development Services Department
215 East Washington Street
Washington, IA 52353
319-653-6584*



MEMO

To: City Council
From: Keith Henkel, Engineering Technician
Date: 06/19/2017
Re: Stop Sign Request for the Intersection of S. 9th Ave, and E. Tyler St.

Council,

I received a request by Dion Dittrich to change the existing yield sign at the intersection of South 9th Avenue and East Tyler Street to a stop sign. I feel the existing yield sign was placed at this intersection to help with high traffic flow during shift change at the calendar factory. I do not feel this is still an issue. I have discussed this with our police chief Greg Goodman. He and I are in agreement that the current yield sign does pose a safety concern for the two properties located to the west of the intersection while entering 9th Ave. from these driveways. The surrounding intersection in the area are controlled by stop signs. With increased traffic flow from the continued work towards connecting Airport Road and Hwy. 1 Greg and I feel that this intersection is better served by a stop sign.

In conclusion I would recommend that council approve changing the west bound traffic on East Tyler Street at the intersection of South 9th. Avenue to a stop sign from the existing yield sign.

Thank You,

A handwritten signature in black ink, appearing to read "Keith Henkel".

Keith Henkel

Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney



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

Stop Sign or Speed Zone Change Request

Requesting Party Name: DION DITTRICH
Property Address: 1109 S. 9TH AVE WASHINGTON IA 52353
Daytime Phone #: 319-458 0206 Evening Phone #: Same
Email: ddittrich@yahoo.com

Type of Request: New Stop Sign Change in Speed Zone

Location of Issue (please be specific): CORNER OF E. TYLER & S. 9TH

Please briefly describe the reason for your request (attach additional sheets as needed):

TYLER DEAD ENDS @ OUR DRIVEWAY & THERE IS
JUST A YIELD SIGN. PEOPLE BLOW THROUGH THAT
YIELD SIGN & IT MAKES IT VERY HARD/SCARY
TO BACK OUT OF DRIVEWAY. NO NEED FOR
YIELD SIGN SINCE CALENDER FACTORY TRAFFIC IS NOT
THERE ANYMORE. STOP SIGN WOULD BE GREATLY
APPRECIATED

Is this a new situation? Has anything significant changed recently that may have prompted your request?

gotten worse since Back Road to Airport Rd
has been paved

Does the issue you have observed seem to occur in any sort of pattern (such as immediately before & after school hours or only late at night)?

All Different times

What is your preferred outcome to this request (such as installation of a four-way stop or a reduction in speed limit)?

Stop sign instead of yield sign on Tyler

When is the best time to contact you? any

What is your preferred method of contact? cell 319-458 0206

****Your request will be evaluated by the City Engineer based on the guidelines of the U.S. DOT's Manual on Uniform Traffic Control Devices. It may take up to a month to review your request and develop a recommendation to the City Council. Any questions you may have on the status of your request may be made to Keith Henkel, Engineering Technician, at 653-6584 ext. 123.****



South 9th, Avenue

East Tyler Street

Existing Yield Sign
Proposed Stop Sign Location

**CITY OF WASHINGTON
NOTICE OF HEARING
FOR**

**Water Treatment Plant Improvements
City of Washington
Washington, Iowa**

NOTICE IS HEREBY GIVEN:

At 6:00 PM local time on July 5, 2017, a Public Hearing will be conducted at the City Council meeting in the Council Chambers, in the City of Washington, Iowa, on the proposed Bidding Requirements, Contract Documents (Plans, Specifications, and Form of Contract), and Opinion of Probable Cost for the Water Treatment Plant Improvements. At this Hearing, any interested persons may appear and file written and/or oral objections to these documents and proposed improvements.

The general extent of the work involved is as follows: Water Treatment Plant Improvements shall include the construction of a precast concrete treatment building addition, chemical storage and handling facilities, reverse osmosis treatment systems, renovation of the existing 1992 treatment building, new high service pumps, demolition of the 1924 treatment building, electrical and controls systems, mechanical systems and all other work as indicated on the drawings.

Published by order of the City Council of Washington, Iowa

Illa Earnest, City Clerk

RESOLUTION NO. _____

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST
FOR WATER TREATMENT PLANT IMPROVEMENTS**

WHEREAS, FOX Engineering Associates has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as “Water Treatment Plant Improvements”; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 5th day of July, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

June 30, 2017

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

RE: Water Treatment Plant Improvements, City of Washington, Iowa
FOX P.N. 3424-16A.440

Dear Mr. Hinson and City Council:

The purpose of this letter is to summarize the bid results of the subject named project and to provide our recommendation for your consideration.

Five (5) bids for this project were received and opened on June 27, 2017 shortly after 2:00 P.M. The five (5) bids for the project were opened in the presence of the Mayor of Washington, City Administrator, City Clerk, City Water Plant Operator, and a few people representing the bidders. During the opening of the bids, there were no apparent problems with the bids found by the Engineer (myself) and the City Clerk. All bidders enclosed their bid bond and bid form in separate envelopes. On all the bid forms submitted, all addenda were acknowledged and preapproved. Manufacturers were identified.

The Base Bid amounts ranged from \$4,943,000.00 to \$5,875,000.00. The Engineer's opinion of probable construction cost was \$5,414,000.00. A bid tabulation summary is attached for your reference. Based on the number of bids received and the relatively small difference of the bid amounts, we believe that the low bid represents a valid cost for the project. The construction documents established that the contract will be awarded to the lowest responsive, responsible Bidder whose bid is in the best interest of the Project. Tricon General Construction, Inc., of Cedar Rapids, Iowa, submitted the apparent low bid.

The scope of work involved in this project is within the capabilities of the apparent low bidder. FOX recently worked with Tricon at the wastewater treatment plant in North Liberty, which is scheduled to be substantially completed this month. Other water and wastewater projects that Tricon has completed include a major project at the J Avenue Water Treatment Plant in Cedar Rapids, biosolids improvements and flood wall projects at the water pollution control facility in Cedar Rapids, and a steam utility project for the University of Iowa.

Tricon expects to work with Midwest Precast Inc. for the pre-cast concrete work, Frank Millard and Company for HVAC/plumbing, Price Industrial for electrical, Jetco for process controls integration, PCI for the aggregate pier foundation system, and DeLong Construction for sitework. Tricon plans to self-perform cast-in-place concrete, demolition, steel construction, carpentry, and project management. Milan Fabijanick will be the full-time site superintendent for this project. Mr. Fabijanick worked on the North Liberty project.

FOX Engineering has reason to believe that Tricon and the subcontractors mentioned have practical knowledge of the work, adequate equipment, and personnel to deliver a successful project. Performance of the work will be backed with a 100% performance and payment bond, along with a two-year maintenance bond.

There was one bid alternate regarding the finish of the pre-cast concrete walls for the new treatment building addition. The base bid was based on providing an architectural treatment which was similar to the 1992 building's precast wall finish. Bid Alternate 1 provides a deduct if a uniform gray, vertical raked finish is provided instead. This choice is purely an aesthetic one, appearance only, and there is no difference in the performance of the building structure between the base bid and the alternate. Given the relatively low cost savings represented by the deduct in Bid Alternate 1 and the low overall bid amount, it is recommended to award the Base Bid and not to accept Bid Alternate 1.

The contract documents established that the contract will be awarded to the lowest responsive, responsible Bidder whose bid is in the best interest of the Project. FOX Engineering recommends that the City award the Contract to Tricon General Construction, Inc. for the Base Bid amount. While the construction permit application has been under review by the DNR for some time, the DNR has not issued a water supply facilities construction permit yet. FOX has been in contact with the DNR and we expect the permit to be issued next week. It is recommended that the City award the contract contingent upon receiving the DNR construction permit.

Please feel free to contact us if you have any questions or comments regarding this recommendation.

We request that the Council consider approving the contract award and authorize the Mayor, or other designated individual, to approve the Agreement once the performance, payment, and maintenance bond and insurance certificates are verified to be in accordance with the Contract Documents. If the Agreement is signed prior to the next Council meeting, the construction period may be started sooner.

Sincerely,
FOX ENGINEERING ASSOCIATES, INC.



Robbie J. Baker, P.E.
Project Manager

BID TABULATION

Water Treatment Plant Improvements
Washington, Iowa

BID DATE: June 27, 2017
FOX PN: 3424-16A

CHECK OR BID BOND	ENGINEER'S ESTIMATE	Tricon General Const. Inc. 746 58th Ave Ct SW Cedar Rapids, IA 52404	WRH, Inc. PO Box 256 Amama, IA 52203	BI-State Contracting Inc. 110 Washington Rd West Burlington, IA 52655	Portzen Construction Inc. 205 Stone Valley Drive Dubuque, IA 52003	Rickiels Excavating Ltd 12536 Buffalo Road Anamosa, IA 52205
DESCRIPTION		Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
LUMP SUM BID PRICE	\$ 5,414,000.00	\$ 4,943,000.00	\$ 5,160,000.00	\$ 5,192,746.00	\$ 5,322,000.00	\$ 5,875,000.00
Alternate No. 1		\$ (23,000.00)	\$ (23,000.00)	\$ (22,900.00)	\$ (22,900.00)	\$ (22,900.00)
Total of Base Bid plus Alternates		\$ 4,920,000.00	\$ 5,137,000.00	\$ 5,169,846.00	\$ 5,299,100.00	\$ 5,852,100.00

PREPARED BY:
FOX ENGINEERING ASSOCIATES, INC.
AMES, IOWA



www.triconcg.com

746 58th Ave Ct SW
Cedar Rapids, IA 52404
P 866.588.9516

Corporate Office
2245 Kerper Blvd
Suite 2
Dubuque, IA 52001
P 563.588.9516
F 563.588.9519

PROJECT REFERENCES

PROJECT: NORTH LIBERTY WASTEWATER TREATMENT PLANT
COST: \$15,916,000
CONTACT: Drew Lamers (319) 626-5738

PROJECT: CEDAR RAPIDS J AVENUE WATER PLANT
COST: \$7,300,000
CONTACT: Danny Halligan (319) 286-5947

PROJECT: DUBUQUE REGIONAL AIRPORT
COST: \$8,800,000
CONTACT: Todd Dalsing (563) 589-4233

PROJECT: TERRY TRUEBLOOD RECREATION FACILITY
COST: \$3,400,000
CONTACT: Michael Moran (319) 356-5104

PROJECT: WPCF BIOSOLIDS REDUCTION AND INCINERATOR REPAIRS
COST: \$8,800,000
CONTACT: Danny Halligan (319) 286-5947

PROJECT: UNIVERSITY OF IOWA STEAM UTILITY ENTERPRISE RIVERSIDE
COST: \$8,830,000
CONTACT: Rory Wiebel (319) 541-8650

NOTICE OF AWARD

Date of Issuance: July 5, 2017

Owner: City of Washington

Owner's Contract No.:

Engineer: FOX Engineering

Engineer's Project No.: 3424-16A

Project: Water Treatment Plant Improvements Contract Name:

Bidder: Tricon General Construction, Inc.

Bidder's Address: 746 58th Avenue Ct SW, Cedar Rapids, Iowa 52404

TO BIDDER:

You are notified that Owner has accepted your Bid dated June 27, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Treatment Plant Improvements shall include the construction of a precast concrete treatment building addition, chemical storage and handling facilities, reverse osmosis treatment systems, renovation of the existing 1992 treatment building, new high service pumps, demolition of the 1924 treatment building, electrical and controls systems, mechanical systems and all other work as indicated on the drawings.

The Contract Price of the awarded Contract is: \$4,943,000.00

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instruc

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as "Water Treatment Plant Improvements" has been designed and publicized for bid, and bids were received on June 27, 2017:

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

Section 1. That the following bid for the construction of certain public improvements described in general as "Water Treatment Plant Improvements" be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: _____ Tricon Construction Group _____

Amount of Bid: _____ \$4,920,000.00 _____

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

PASSED AND APPROVED, this 5th day of July, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



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

Memorandum

June 30, 2017

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

From: Brent Hinson
City Administrator

Re: Fire Station Architect Recommendation

The Fire Station Architect RFP was issued in May following your authorization. We received proposals from six firms: Design Alliance, FEH Design, Klingner & Associates, Martin Gardner, Rohrbach Associates and Shive-Hattery.

The committee met to narrow this list for interviews, and the selected firms were: Design Alliance, FEH Design, Martin Gardner and Rohrbach Associates. The entire committee participated in the interviews, and we were left with a difficult decision, given that we had several excellent firms to choose from, all of which had their strong points. In the end, the committee consensus is to recommend that the Council approve entering into an agreement with Design Alliance. We were very impressed with the thoroughness of their presentation and research, the quality and comparability of projects they have completed, their references, the way they stressed their firm's emphasis on securing repeat business through strong performance, and a variety of other factors. It also happens that Design Alliance provided one of the lower-cost price quotes for the design, with a quote of \$155,000 plus \$6,000 in reimbursable expenses (see attached for more detail).

I have also attached additional snippets from Design Alliance's proposal, for your information. The committee unequivocally recommends that the City Council authorize entering into an agreement with Design Alliance for architectural services.

Fire Station Architect Proposals- Pricing

<u>Firm Name</u>	<u>Firm Location</u>	<u>Price</u>
Design Alliance	Waukee	\$155,000 plus \$6,000 reimbursable
FEH Design	Des Moines	\$180,370
Klingner & Associates	Burlington	\$252,065
Martin Gardner	Marion	\$149,500
Rohrbach Associates	Iowa City	\$190,000
Shive-Hattery	Iowa City	\$149,500

INTRODUCTION

Kristofer Orth

Agenda



Kristofer Orth, AIA,
LEEDAP
Design Alliance, Inc.
Project Principal



Bob Ridgway, AIA
Design Alliance, Inc.
Design Lead

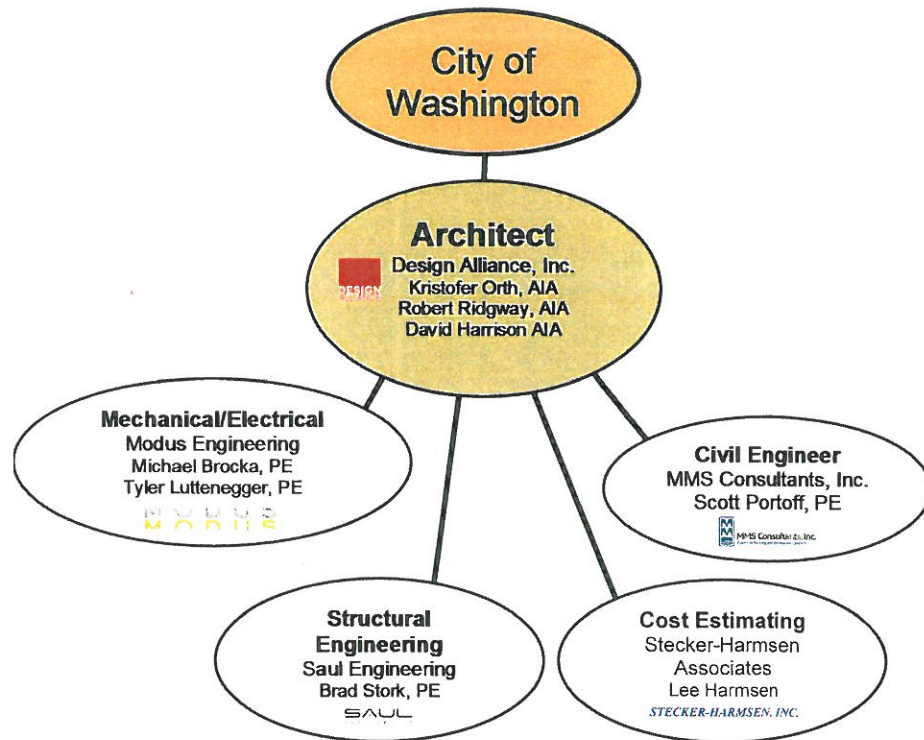


David Harrison, AIA,
LEEDAP
Design Alliance, Inc.
Visioning Principal



Michael Brocka, P.E.
Modus
Principal Mechanical
/Electrical Engineer

- New Information – Kristofer Orth
- Questions – All
 - o Successful Project – Story City, Kristofer Orth
 - o Difficult Issue Overcome – WDM Station 19, Bob Ridgway
 - o Expected Challenges – David Harrison
 - o Design for Future – Bob Ridgway
 - o Budget – David Harrison
 - o Construction Management – David Harrison
 - o How is Design Alliance Unique? – Michael Brocka / Kristofer Orth
- Wrap-up – Kristofer Orth



1. ARCHITECT QUALIFICATIONS

Fire Stations are Specialized Facilities

Design Alliance has completed projects for the Fire Departments of Waukee, West Des Moines, Des Moines, Adel, Johnston, Bondurant, and Story City. We understand SCBA, dayrooms, sleeping quarters, training facilities, fitness, alerting systems, kitchens, shift storage areas, medical storage, extractors, and large fire vehicles.

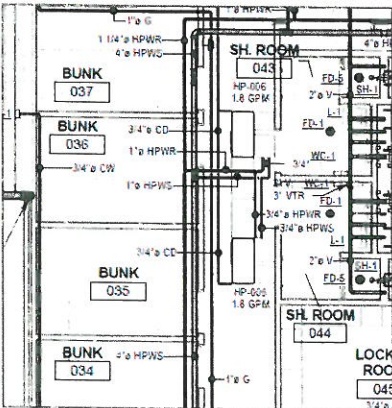
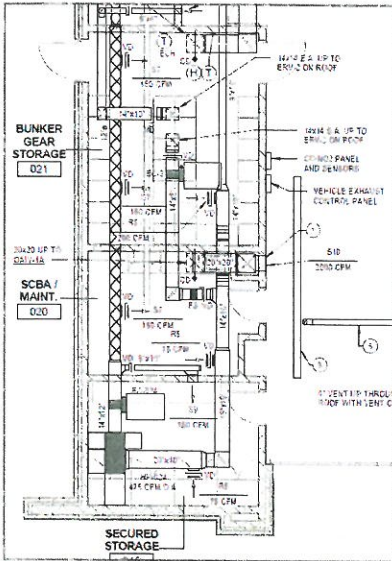
Apparatus rooms obviously store the vehicles and equipment that must always be ready. If the site will allow, drive through bays are strongly preferred. The bays must have sufficient height to be able to access the top of equipment where there are sometimes access doors and accessories that must not be overheated by poorly placed radiant heaters. Power and water must be available. Washing and cleaning of vehicles and equipment must be accommodated. The apparatus bay doors must be reliable. Vehicle exhaust ventilation systems must be coordinated with other items in the space. Lighting must be placed where needed to light storage and circulation spaces. Heating systems must be robust to quickly thaw cold equipment returning from icy conditions.

Equipment spaces are needed to service, repair, dry, and recharge various items. These spaces must be convenient to the Apparatus Bay. Large extractors, washers, dryers, work benches, compressors, and gear storage spaces must be well planned and constructed for immediate access.

We know dayrooms, and kitchens are important to firefighters. The design must accommodate the needs for multiple shifts and a variety of personnel, dietary, and comfort needs. The proper cooking equipment, hoods, refrigeration, and food prep and storage areas are needed.

Training rooms and report writing spaces are important. Firefighters are almost always studying and training for the next certification.

Your project involves both full time and paid on call / volunteer staff. Design Alliance has done stations for both. We recommend individual sleeping rooms and individual toilet/shower rooms.



Key Issues

PROVIDING A FUNCTIONAL, EFFICIENT, AND LONG LASTING BUILDING WILL BE A KEY ISSUE.

The resulting building will serve the community for many years into the future. In order to serve the community, the design must be functional, cost effective, long lasting, and it must fit within the community aesthetically.



Design Alliance is currently working on Station 18 in West Des Moines – correcting longevity and detailing issues on a project that is only 17 years old. We have similarly worked on other projects that have had serious issues because functionality and longevity were not priorities during the original design. Design Alliance knows that fire stations must stand up to 24/7 use and be functional, strong, and robust.

INVOLVING ALL STAKEHOLDERS WILL BE A KEY ISSUE.

Design Alliance's unique Consensus-based Process will guide City staff and the greater community throughout the project. To summarize:

- All stakeholders must have meaningful involvement
- All options must be thoroughly explored
- Cost must be established with certainty
- Information must be clearly and openly communicated



SUCCESS

Although a referendum is not a part of your project, this process has been successful on many past referenda, including that of the City of Johnston, which passed with an 82% favorable rate.

ESTABLISHING AND KEEPING THE PROJECT ON BUDGET WILL BE A KEY ISSUE.

Project budgets **MUST** be met. Cost estimates **MUST** be accurate so appropriate decisions can be made and projects kept on track. There is much at stake. Design Alliance uses a proven process to keep projects on budget. This has resulted in bids being about 2% under our estimates on average. The process involves using outside professional cost estimating, which gives an impartial opinion about costs at key parts in the process. These estimates allow the project scope to be adjusted to match available funds.



3. DESIGN AND CONSTRUCTION

Design Alliance will provide all the services needed to have a successful design and construction process.

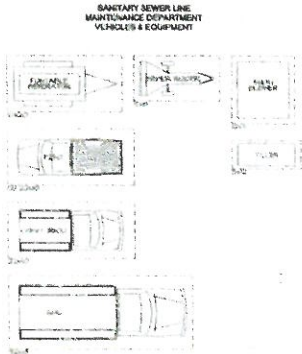
Engaging Project Committee and Fire Staff

Design Alliance uses a unique consensus based process to successfully complete projects. Meaningful involvement of all project stakeholders is a critical part of the process.

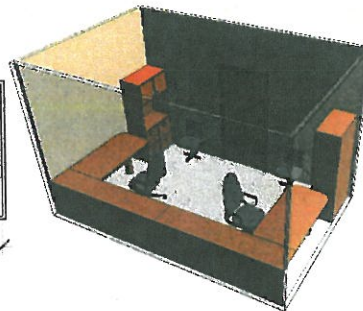
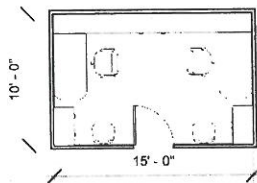
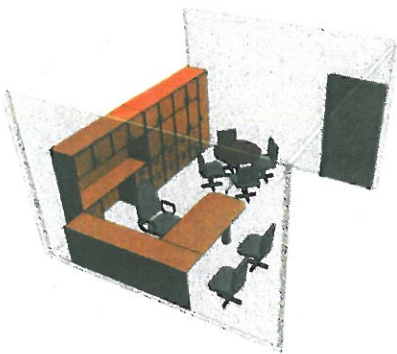
- To involve all the stakeholders we will begin with a general goal setting meeting that will raise, document, and prioritize goals for the project. The techniques we use ensure all interests are heard and needs addressed. Each individual will be able to see how their needs or preferences fit within the needs and preferences of others. Our techniques are informative, fun, and build camaraderie in the design and construction process. This goal setting workshop is important because it establishes the priorities that will be used as decisions are made throughout the remainder of the project.
- We will personally interview key staff members to get their thoughts and preferences about the design of the building. We will review the facilities presently used by the department for the intended activities and review their success and needs for improvement with people familiar with their operation.
- We will conduct building tours of similar facilities with the committee so ideas can be openly exchanged.
- Project meetings will present options and involve the committee and staff members in the decision process. Some architects create one solution and "sell" it to the committee.
- Accurate information is the basis for good design. Design Alliance will develop or confirm the spatial needs of the project on a space-by-space detailed basis and then share that information with the committee and the Fire staff.
- The design team will prepare prototypical space layouts for each space.
- These graphic diagrams and prototypical layouts will be reviewed with the design committee and revised as needed.
- The Design Team will use the approved diagrams and layouts to develop and confirm a tabulation of spatial needs.



Exercise allows all ideas to be heard and prioritized.



Each piece of equipment will be documented graphically.



Area Standards:	
Area:	150 S F
Dimensions:	10' 0" x 15' 0"
Description:	Semi Private Office
Components:	Desk 2 30" x 72"
	Return 2 18" x 42"
	Vert. File 2 10" x 30"
	File 2 18" x 18"
	Task Chair 2
	Guest Chair 2
Comments:	Additional files may be required

Space diagrams help to understand space sizes prior to beginning design.

Public Engagement

It is important that the public understand the need for the project and the proposed solution. To that end, we encourage involvement of members of the public on the design committee. That involvement is not always possible in the details of the project.

Design Alliance has proven success with referenda for projects, but we understand a referendum is not needed on your project.

We propose the following strategies to involve the public in the process:

- Some type of community verification of project priorities raised during the Envisioning Exercise. We like to use our creativity for each project, but perhaps displays and presentations at community events like a pancake breakfast or community festival.
- Utilization of renderings and animations to clearly show the design.
- Attendance at community meetings to specifically present the project.
- Creation of graphics and narrative for inclusion on the City's website.
- Communication with local media. This can include sharing of materials and information.



Maintaining Project Budgets

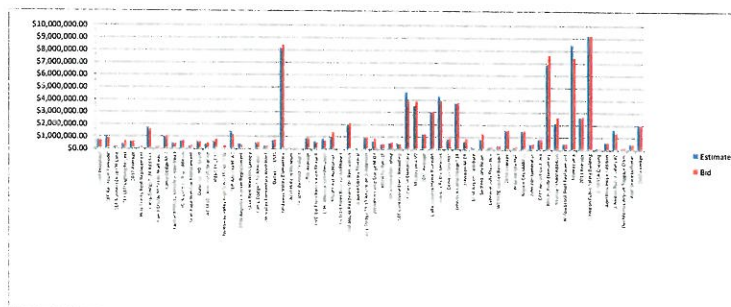
HARD WORK:

Controlling costs is hard work. Cost control involves:

- Forecasting future trends
- Calculating areas, quantities, percentages, and contingencies
- Knowing different ways to do things
- Facing reality
- Making compromises and sometimes reducing the scope of the project
- Making decisions
- Sharing responsibilities
- Talking about uncomfortable topics
- Managing a team
- Documenting decisions
- Making changes

At Design Alliance we strongly believe that accurate estimates early in the process allow small adjustments to be made to keep things on track.

Design Alliance will use the services of an independent cost estimator for your project. We propose Stecker Harmsen for cost estimating. Design Alliance has been using Stecker Harmsen for about 15 years and we have been tracking results for the past 10 years. Bids average about 1.4% under our estimates.





There is much to observe during the construction process and Design Alliance will be a strong team member with the City throughout.

Involvement During Construction

We will work closely with the Owner and the Contractor(s) during the entire construction phase. During construction we will evaluate the building and all of its components as construction occurs. Throughout this process we will review shop drawings, the contractor's applications for payment, and oversee the construction in partnership with the Contractor and the City. The following will be done during construction:

- Pre-Construction Meeting
- Bi-Weekly Site Visits
- Reports of Construction Progress
- Budget Tracking
- Change Order Preparation
- Architect's Field Reports
- Shop Drawing Review
- Color Scheme Preparation
- Certification of Payments
- Issue Resolution
- Substantial Completion Inspection
- Certificate of Substantial Completion

Our efforts will be directed to the efficient, safe, and timely completion of the project, in complete compliance with the project documents.

Design Alliance has created a series of flow charts to describe procedures during construction. These procedures are reviewed in detail during the Pre-Construction Meeting. Communications during construction are accomplished with either standard email or proprietary systems like Submittal Exchange, EADocs, or others.

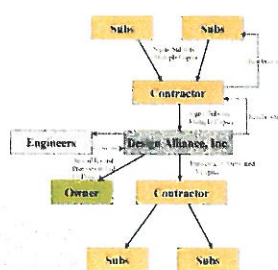
Pay Application

- Method for Contractor to Request Payment and for Architect to Approve
- Submit before end of month
- Use AIA G-702



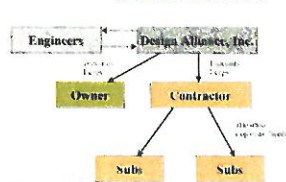
Submittals

- Method for Contractor to Obtain Architect/Engineer's Review of Detailed Aspects of Construction



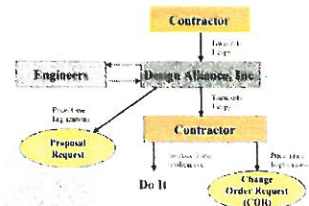
Architect's Field Report

- Method for Architect to Record Observations of Construction and Document Major Clarifications to the Scope of Work



Request for Information (RFI)

- Used by Contractor to Request Clarification on Minor Issues
- Use Written Form
- Telephone Inquiry Ok





4. COST PROPOSAL

Key Staff and Consultants

The proposed key staff members and consultants and their positions were identified under the "Staff Qualifications" tab above.

Lump Sum Fee

Design Alliance will establish a fee basis that is agreeable to the City of Washington.

Design Alliance proposes the following lump sum fees for the various phases of the project as described in the RFP.

Fees by Phase:

Conceptual Design (Fire/City Hall/Police)	10%	\$15,500
Schematic Design (Fire Station)	5%	\$7,750
Design Development (Fire Station)	20%	\$31,000
Construction Documents (Fire Station)	35%	\$54,250
Bidding and Negotiations (Fire Station)	5%	\$7,750
Construction Administration (Fire Station)	25%	\$38,750
TOTAL FEE	100%	\$155,000

In addition to the lump sum fees proposed above, reimbursable expenses will be applicable. We will charge for vehicle mileage between our office and the project site at federal rates. There will be reimbursable charges for printing and distribution of the project documents. We would not expect those charges to exceed \$6,000.

Design Alliance proposes to use the American Institute of Architects standard documents for this project. Their use enhances the coordination of obligations among the Owner, Architect, and Contractors. These documents have been in use throughout the country for more than 100 years and have become the benchmark in the industry. There are normally adjustments made to the documents based upon the preferences of the City and the Architect.

Project Availability

Design Alliance has other ongoing work in the office, but the staff members listed will be available for this project assignment. One of those ongoing projects is a school project for the Iowa City Community School District, which will actually enhance the availability of people for your project since they will be attending to construction nearby.

Subconsultants

Design Alliance is proposing to subcontract portions of the engineering and cost estimating effort to the entities discussed in the "Staff Qualifications" tab above.

RESOLUTION NO. _____

A RESOLUTION APPROVING AWARD OF ARCHITECTURAL CONTRACT

WHEREAS, the City of Washington has solicited proposals from qualified architectural firms for the design of a new Fire Station and related conceptual design of future City Hall/Police building improvements; and

WHEREAS, the project committee appointed by the City Council has reviewed and discussed the proposals, selected finalists and interviewed those finalists before arriving at a recommendation.

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

Section 1. That Design Alliance, Inc. be selected as the project architect for the design of the proposed Fire Station improvements.

Section 2. That the Mayor and Clerk are hereby directed to execute contract and related documents in a form consistent with the Request for Proposals, to be prepared by the City Attorney, with the selected firm.

PASSED AND APPROVED, this 5th day of July, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

**A RESOLUTION ACKNOWLEDGING FULFILLMENT
OF A CONTRACT FOR SALE OF REAL PROPERTY**

WHEREAS, the City of Washington has entered into a Purchase Agreement with the Washington Economic Development Group regarding the sale of lots in the Washington Business Park on a contract basis; and

WHEREAS, it is stipulated that if an end buyer asks for terms different than stated in this Purchase Agreement, the City Council must act to acknowledge the contract as being fulfilled under those amended terms; and

WHEREAS, Kalona Cooperative Telephone Company (KCTC) has proposed to purchase Lot 6 at the listed price, but has asked for an additional one-year option to purchase Lot 5 at a reduced price of \$20,000, to be executed at KCTC's election.

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

Section 1. The City Council acknowledges the contract for Lot 5 as being fulfilled under the terms of the offer attached to this Resolution, and the Washington Economic Development Group is authorized to release the deed for Lot 5 to KCTC upon receipt of a real estate purchase agreement and the payment of \$20,000 on or before July 5, 2018.

PASSED AND APPROVED this 5th day of July, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk



COMMERCIAL REAL ESTATE PURCHASE AGREEMENT



Date of Agreement June 28, 2017

TO City of Washington (SELLERS:)
 FROM kalona Coop Technology Company (BUYERS:),

1. **REAL ESTATE DESCRIPTION.** The undersigned BUYERS hereby offer to buy real estate in Washington County, Iowa, locally known as: Lot #6, Washington Business Park AND FOLLOWING THE LEGAL DESCRIPTION CONTAINED IN THE TITLE DOCUMENT BY WHICH THE SELLER RECEIVED TITLE TO THE PROPERTY, SUBJECT TO APPROVAL OF BUYER'S ATTORNEY, or described as follows:

with any easements and appurtenant servient estates, and subject to the following: (a) any zoning and other ordinances; (b) any covenants of record; (c) any easements of record for public utilities, roads and highways; and (d) None Other, (consider: liens, other easements, interests of others) designated the Real Estate; provided BUYERS, on possession, are permitted to make the following use of the Real Estate: Industrial lot.

2. **PURCHASE PRICE.** The Purchase Price shall be \$30,000.00 (Thirty Thousand Dollars) and the method of payment shall be as follows: \$1,000 with this offer to be deposited upon acceptance of this offer, in the trust account of Lepic Kroeger, Realtors to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any, and the balance of the purchase price as designated below.

Select: (A) (B) and/or (C) or (D)

A. **NEW MORTGAGE**

This Agreement is contingent upon the BUYERS obtaining a written commitment for a first real estate mortgage for _____% of the purchase price with interest on the promissory note secured thereby of not more than _____% amortized over a term of not less than _____ years, with a balloon due date of not less than _____ years. BUYERS agree to pay no more than _____% for loan origination fees and points, and to pay in addition all other customary loan costs. BUYERS agree upon acceptance of this offer to immediately make application for such mortgage with a commercial mortgage lender and to exercise good faith efforts to obtain a mortgage commitment as above provided. Upon receiving written loan commitment, (supported by the lender's required appraisal) BUYERS shall release this contingency in writing. If BUYERS have not obtained a written mortgage loan commitment containing the above terms, or terms acceptable to BUYERS on or before the _____ day of _____, _____ either SELLERS or BUYERS may declare this agreement null and void and all payments made hereunder shall be returned. BUYERS shall pay the balance of the purchase price of the time of the closing by combination of BUYERS' personal funds and the net mortgage proceeds.

B. **CASH:** BUYERS will pay the balance of the purchase price in cash at the time of closing. This Agreement is not contingent upon BUYERS obtaining such funds.

C. **OTHER FINANCING TERMS:**

This purchase may include financing, but this sale is not subject to approval of financing.

D. if a Mortgage Assumption, Installment contract Assumption, or Installment contract Sale, see attached addendum.

3. **POSSESSION.** If BUYERS timely perform all obligations, possession for the Real Estate shall be delivered to BUYERS on or before September 1, 2017 with any adjustments of rent, taxes, insurance, interest, and other applicable matters to be made as of the date of transfer of possession. Closing of the transaction shall occur after approval of title and vacation of the premises by the SELLERS, in the condition ready for BUYERS' possession. Possession shall not be delivered to the BUYERS until completion of the closing, which shall mean delivery to the BUYERS of all title transfer documents and receipt of the purchase price funds then due from BUYERS. If by mutual agreement the parties select a different possession or closing date, they shall execute a separate agreement setting forth the terms thereof.
4. **REAL ESTATE TAXES.** SELLERS shall pay all real estate taxes which are due and payable and constitute a lien against the above described Real Estate and any unpaid real estate taxes for any prior years. Except for the tax proration hereinafter set forth, BUYERS shall pay all subsequent real estate taxes. SELLERS shall also pay a prorated share of the real estate taxes for the fiscal year ending June 30, 2018, and payable in the fiscal year commencing July 1, 2018, based upon one of the following formulas: Select (A) (B) or (C).
 A. Net taxes payable in the current fiscal year in which possession is given to Buyers. (Do not select this alternative if the current years taxes are based upon a vacant lot or partial construction assessment.)
 B. Net taxes paid in the current fiscal year of possession (plus / minus) _____% thereof.
 C. An amount calculated based upon the assessed valuation, legislative tax rollback, and real estate tax exemptions that will actually be applicable to and used for the calculation of taxes payable in the fiscal year commencing July 1, 2018. If, at time of closing, the tax rate is not certified, then the most current, certified tax rate shall be used.
5. **SPECIAL ASSESSMENTS.** Select: (A) or (B)
 A. SELLERS shall pay all special assessments which are a lien on the Real Estate as of the date of closing.
 B. SELLERS shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof. All other special assessments shall be paid by BUYERS.
6. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, automatic garage door openers and transmitter units, all drapery rods and curtain rods, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners (unless water softener is rental), automatic heating equipment, air conditioning equipment, wall-to-wall carpeting, mirrors attached to walls or doors, fireplace screen and grate, attached barbecue grills, weather vane, all built-in kitchen appliances, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered part of Real Estate and also including the following: NONE.
 The following Items shall be excluded: NONE.
7. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Real Estate to BUYERS or their assignees, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in 1 (a) through 1 (d). Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of SELLERS continuing up to time of delivery of the deed.
8. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

9. CONDITION OF PROPERTY.

A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. The SELLERS warrant that the heating, electrical, plumbing, and air conditioning systems and all included appliances will whether subject inspection set forth hereinafter or not, be in good working order and condition as of the date of delivery of possession. The BUYERS shall be permitted access to the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property and that it is ready for BUYERS' possession.

B. The BUYERS must choose one of the following alternatives relative to the condition and quality of the property:

- 1) Within ___ calendar days after the acceptance date, the BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice. Within ___ calendar days after completion of the inspection period, the BUYERS must notify in writing the SELLERS' selling agent, as shown herein, of any deficiencies. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYER, WITHIN THE TIME SPECIFIED HERE, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. The SELLERS shall, within Five (5) calendar days after receipt of BUYERS' notification, notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct such deficiency before closing. The BUYERS shall, within FIVE (5) days after receipt of the SELLERS' notification, notify in writing the SELLERS' Selling Agent that, (1) such steps are acceptable, in which case this Agreement, as so modified shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to BUYERS.
- 2) BUYERS acknowledge that they have been advised of their right of property inspection and have declined to make said inspection.

10. WOOD DESTROYING INSECT INSPECTION. Select (A) or (B)

A) Within ___ calendar days after the final acceptance date of the Offer, BUYERS may, at BUYERS' expense have the property inspected for termites or other wood destroying insects by a licensed Pest Inspector. If active infestation is discovered, SELLERS shall have the option of either having the property treated for infestation by a licensed pest exterminator and having any damage repaired to the BUYERS' satisfaction, or declaring the Agreement void. This provision shall not apply to fences, trees, shrubs, or outbuildings other than garages. BUYERS may accept the property in its existing condition without such treatment or repairs.

B) BUYERS acknowledge that they have been advised of their right of a pest inspection and have declined to make said inspection unless required by lending institution at which time said inspection would be at Buyers' expense and the Buyer will have the same rights as under paragraph 10A if active infestation of damage due to prior infestation is discovered.

11. INSURANCE. SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages.

12. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to BUYERS for examination. It shall show merchantable title in SELLERS names in conformity with this agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. If, at the time of closing there remain unresolved title objections, the parties agree to escrow from the sale proceeds a sufficient amount to protect the BUYERS' interests until said objections are corrected, allowing a reasonable time for the corrections of said objections; provided, however, that if the commercial mortgage lender of the BUYERS will not make the mortgage funds available with such escrow, the provisions for escrow for title defects shall not be applicable.

14. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and continuing or recaptured rights of SELLERS in the Real Estate, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS, in the event of the death of either SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with paragraph 7.

15. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing of all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.

16. REMEDIES OF THE PARTIES.

A. If buyers fail to timely perform this contract, SELLERS may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at SELLERS' option, upon Thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) SELLERS may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this contract, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

D. In the event the BUYERS fail to perform their obligations hereunder and the SELLERS successfully forfeit any payments made under this contract, the Broker shall receive from the SELLERS one-half of the forfeited payment, said one-half not to exceed the total commission due to the Broker. In the event the SELLERS fail to perform SELLERS' obligations under this contract when required to do so, SELLERS shall pay to Broker the Broker's commission in the amount set forth in the SELLERS' Listing Agreement with the SELLERS' Broker.

17. STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Real Estate, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved by the NA day of NA, NA, either party may declare this contract null and void, and all payments made hereunder shall be returned to BUYERS.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors and interest of the parties.

20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

21. SURVEY AND SQUARE FOOTAGE REPRESENTATION. The BUYERS may, prior to closing, have the property surveyed at their expense. If they survey, certified by a Registered Land Surveyor, shows any encroachment on said property or any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

Assuming a representation for square footage has been made, BUYERS understand and agree that said representation is only an approximation of the exact number of square feet the property contains. The BUYERS have the right to obtain their own measurement of square footage.

22. AGENCY DISCLOSURE. The Listing and Selling Agents/Brokers are agents of the parties hereto as outlined below, and their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty and fairness. The SELLER in this transaction is represented by:

Tim Elliott, / Elliott Realty and Jeff Edberg / Lepic Kroeger, Realtors (Agent/Brokerage Names).

The BUYER in this transaction is represented by:

Tim Elliott, / Elliott Realty and Jeff Edberg / Lepic Kroeger, Realtors (Agent/Brokerage Names).

If Agent (including Appointed Agency) and/or Brokerage (including Consensual Dual Agency) Names are shown as representing both parties, a detailed explanation of representation shall be attached. Further, the BUYER and SELLER acknowledge that prior to signing this agreement that their respective Listing or Selling agent made a written disclosure of type of representation.

23. **NOTICE.** Any notice required under this Agreement under this agreement shall be deemed perfected when it is received in writing either by personal delivery or upon the date of the posting of said notice posted by Certified Mail. Copies of all such notices shall be also sent to the Listing Agent and Selling Agent as designated in this Agreement, or their Brokers.

For the SELLERS: Brent Hinson Address: 215 East Washington, Iowa 52353

For the BUYERS: Casey Peck Address: 510 B. Avenue, Kalona, IA 52247

25. **REPRESENTATIONS.** It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein or endorsed in writing.
26. **COUNTER PARTS CLAUSE.** All parties agree to be bound to this contract even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed COPY.

27. **OTHER PROVISIONS.** The Buyer may have the option to purchase lot #5, Washington Business Park for one year after closing at a price of \$20,000. If this Buyer elects to exercise this option, the parties agree to execute an additional purchase agreement following the same formalities as this agreement and closing within 30 days of the option expiration date.

28. **TIME FOR ACCEPTANCE.** If this offer is not accepted by SELLERS on or before 6:00 o'clock (A.M. / P.M.), on July 7, 2017, it shall become void and all payments shall be repaid to the BUYERS.

THIS IS A LEGAL, BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE

DATED: _____, at _____ (A.M., P.M.)

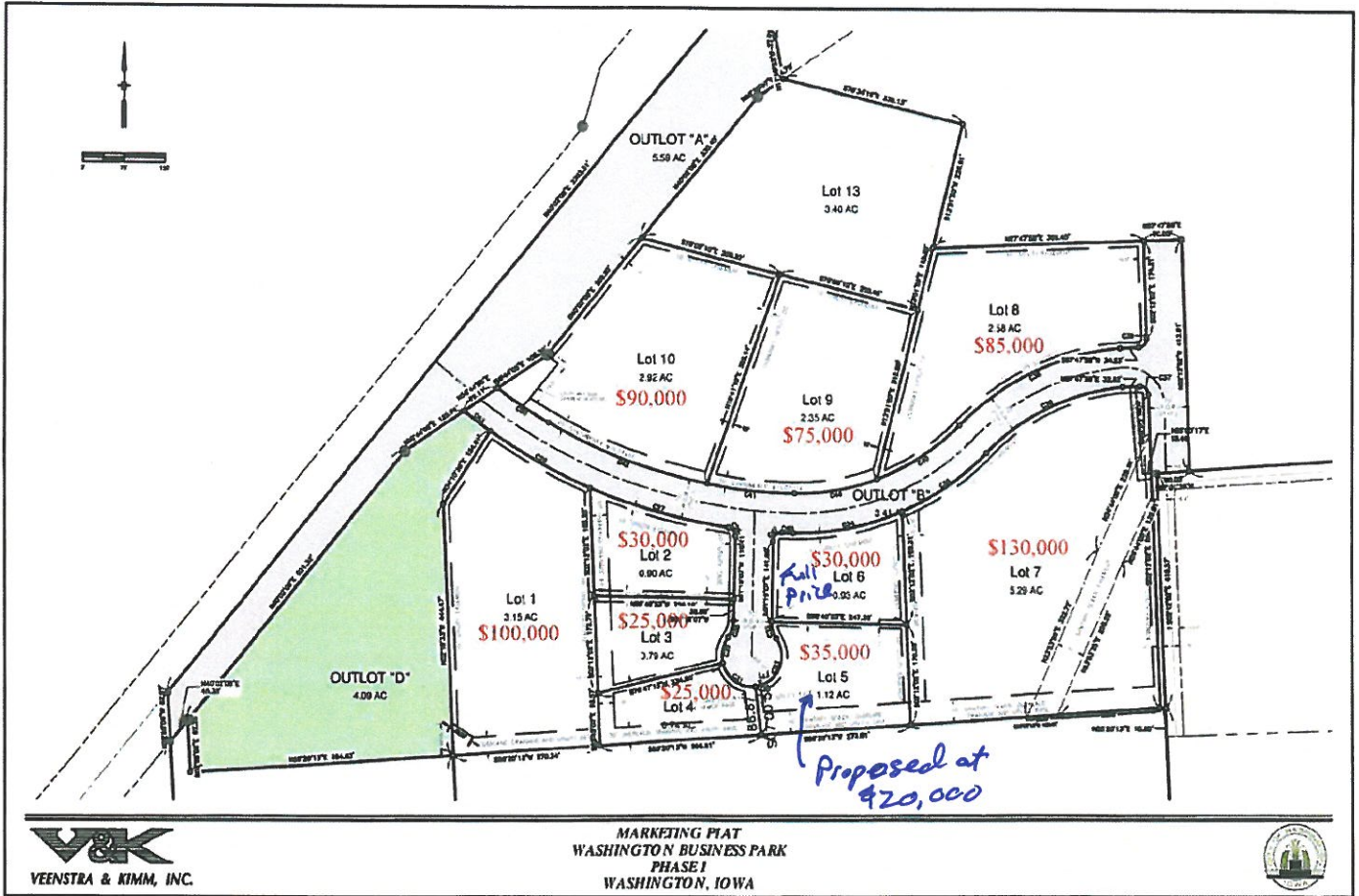
BUYER SS# BUYER SS#

This offer is accepted: _____, at _____ (A.M., P.M.)

SELLER SS# SELLER SS#

10 Lots in Washington Business Park

.75 to 5.29 Acre Commercial Lots for Sale



Washington, Iowa, is a growing county-seat of about 7,300 people. Washington County has a very low unemployment number of 2.4% in October, 2016 or just 300 people and a growing labor force of 12,900 people. Washington County is one of the seven counties in "Iowa's Creative Corridor".

Washington Business Park is 10 miles west of US Highway 218/Avenue of the Saints Expressway and 36 miles south of Interstate 80.

Washington & Washington County has about 20+ local industries, that range in employment from 3 to 200 employees. Washington County is #1 solar county in the entire state of Iowa.

JEFF EDBERG

CCIM, SIOR

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www.jeffedberg.com

LKR

Lepic-Kroeger, REALTORS®
www.lepickroeger.com

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF WASHINGTON, IOWA,
CHAPTER 55, ANIMAL PROTECTION AND CONTROL

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

Section 1. Chapter 55, "Animal Protection and Control" is hereby repealed.

Section 2. A new Chapter 55, "Animal Protection and Control" is adopted as follows:

"CHAPTER 55 ANIMAL PROTECTION AND CONTROL"

55.01 DEFINITIONS. The following terms are defined for use in this chapter:

1. "Adequate shelter" means that each of the following exists:
 - A. Shelter from Sunlight. When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all animals kept outdoors to protect themselves from the direct rays of the sun.
 - B. Shelter from Rain or Snow. All animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.
 - C. Shelter from Cold Weather. Shelter shall be provided for all animals kept outdoors when the atmospheric temperature falls below fifty (50) degrees Fahrenheit. Sufficient clean bedding material or other means of protection from the weather shall be provided when the ambient temperature falls below that temperature to which the species is acclimated.
 - D. Drainage. A suitable method shall be provided to rapidly eliminate excess water from the living area of the animal.
2. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.
3. "Allow" or "Permit" means to allow to be done or occur; to tolerate; to agree to; or to provide opportunity for.
4. "Animal" means any living creature not human.

5. "At Large" means off the premises of the animal's owner and not under the control of a competent person, whether by use of a leash or electronic device; restrained within a motor vehicle; or housed in a veterinary hospital or kennel.
6. "Business" means any enterprise relating to any of the following:
 - A. The sale or offer for sale of goods or services.
 - B. A recruitment for employment or membership in an organization.
 - C. A solicitation to make an investment.
 - D. An amusement or entertainment activity.
7. "Cat" means any member of the feline species.
8. "Confinement Area" means the outdoor portion of an owner's property occupied by and available to an animal.
9. "Dangerous Animal" means:
 - A. Any animal which is not naturally tame or gentle, which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies to do so;
 - B. Any animal declared to be vicious by the Police Chief or designee; and
 - C. Any animal defined by this ordinance as an "illegal animal".
10. "Dog" means any member of the canine species.
11. "Ear Tipping" means the removal of the distal one-quarter of a cat's left ear, which is approximately three-eighths (3/8) inch or one (1) centimeter, in an adult and proportionately smaller in a kitten. Ear tipping is an effective and universally accepted method to identify a spayed or neutered and vaccinated feral or free-roaming cat. This procedure is performed under sterile conditions and anesthetic concurrent to a spay or neuter surgery.
12. "Fair" means any of the following:
 - A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the Code of Iowa or any fair event conducted by a fair under the provisions of Chapter 174 of the Code of Iowa.
 - B. An exhibition of agricultural or manufactured products.

- C. An event for operation of amusement rides or devices or concession booths.
13. "Game" means a "game of chance" or "game of skill" as defined in §99B.1 of the Code of Iowa.
14. "Illegal Animal" means:
- A. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition; and which is capable of killing, inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies as a species to do so;
 - B. Any animal declared to be illegal by the City Council;
 - C. Any non-domesticated member of the order of carnivore which as an adult exceeds the weight of 20 pounds;
 - D. Any of the following animals, which shall be deemed to be illegal animals, per se:
 - (1) Lions, tigers, jaguars, leopards, cougars, lynx and bobcats;
 - (2) Wolves, coyotes and foxes;
 - (3) Badgers, wolverines, weasels, and skunk and mink;
 - (4) Raccoons;
 - (5) Bears;
 - (6) Monkeys and chimpanzees;
 - (7) Bats;
 - (8) Alligators and crocodiles and caimans;
 - (9) Scorpions;
 - (10) Snakes and reptiles which are venomous;
 - (11) Snakes that are constrictors over six feet in length;
 - (12) Gila monsters;
 - (13) Opossums;
 - (14) All apes, baboons and macaques;
 - (15) Piranhas;

- (16) Any crossbreed of such animals which have similar characteristics to the animals specified above.
15. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas, emus; farm deer as defined in §170.1 of the Code of Iowa; or poultry.
 16. "Live Trap" means a box style trap designed for catching an animal alive and uninjured.
 17. "Owner" means any person owning, keeping, sheltering or harboring an animal (or allowing the keeping, sheltering or harboring of an animal on the premises of said person.
 18. "Permanent Identification" means an animal being implanted with an identifying microchip or being ear tipped.
 19. "Pet" means a living dog, cat or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko or iguana.
 20. "Responsible Party" means a person at least eighteen (18) years of age or any person under the age of eighteen (18) years old who is able to adequately supervise an animal within the City.
 21. "Tethering" means the use of a rope, chain, strap, cord or similar device which is attached to an animal to restrict its movement to a specific radius.
 22. "Vicious Animal. An animal is deemed to be vicious when it shall have attacked or bitten any person or animal without provocation or when the propensity to attack or bite any person or licensed animal exists and such propensity is known to the owner, or should have been reasonably known to the owner.

55.02 ANIMAL NEGLECT OR CRUELTY. No person who impounds or confines, in any place, any domestic animal or fowl or dog or cat shall fail to supply such animal during confinement with a sufficient quantity of food and water, or shall fail to provide the dog or cat with adequate shelter, or shall torture, torment, mutilate, beat, or kill such animal by any means which causes unjustified pain, distress or suffering. Any enclosure used as a primary means of confinement for a dog must meet the definition of proper enclosure as stated in this code. It shall be unlawful for a responsible party to tether a dog outdoors, except when ALL of the following conditions are met. This section shall not apply to the transportation of dogs:

1. A Responsible Party is at the premises where the tethered dog is located.
2. The tether is connected to the dog by a buckle-type collar or body harness made of nylon or leather, not less than one inch in width.
3. The tether has the following properties: it is at least five times the length of the dogs body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than one half (1/2) of the dog's weight; and it is free of tangles.
4. The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.
5. The dog is not outside during a period of extreme weather, including without limitation extreme heat or near-freezing temperatures, thunderstorms, or tornadoes or other types of strong storms, including ice and snow.
6. The dog has access to water, shelter, and dry ground.
7. The dog is at least 6 months of age. Puppies shall not be tethered.
8. The dog is not sick or injured.
9. Pulley, running line, or trolley systems are at least 15 feet in length and are less than 7 feet above the ground.
10. The dog is tethered in a location that is generally free of feces.

Violation of this section can result in the confiscation of the animal and/or the issuance of a criminal or municipal infraction citation.

55.03 MINIMUM CONFINEMENT AREA. It shall be unlawful for an owner to fail to provide a confinement area of at least one hundred square feet per dog.

55.04 ABANDONMENT OF CATS AND DOGS. A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound.

55.05 LIVESTOCK NEGLECT. It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means which causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

55.06 LIVESTOCK. It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations.

55.07 DAMAGE OR INJURY. It is unlawful for any owner to allow or permit an animal to attack persons or domestic animals, to destroy property, to cause personal injury or to place persons in danger of attack or injury.

55.08 ANNOYANCE OR DISTURBANCE. It is unlawful for the owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person or persons by frequent and habitual howling, yelping, barking, or otherwise; or, by running after or chasing persons, bicycles, automobiles or other vehicles.

55.09 OWNERS DUTY. It is the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It is the duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to suffering from rabies.

55.10 ANIMALS AT LARGE PROHIBITED. It is unlawful for any owner or person assigned control over any animal lawfully allowed in the City to allow said animal to run at large as defined in Section 55.01(5) of this Ordinance. Any animal found to be at large shall be presumed to be so as the result of lack of sufficient supervision by the animal's owner. Proof that said animal was at large shall constitute in evidence a prima facie presumption in any proceeding charging an owner with a violation of this section.

This Section shall not apply to any feral cat that has been trapped, spayed or neutered and released as part of a program of the City, provided that animal has been provided permanent identification.

55.11 IMPOUNDING AND DISPOSITION.

1. Any animal at large in violation of this chapter shall be seized and impounded.
2. The owner, if known, of such animal shall be notified that the animal has been impounded. Such owner may repossess such animal upon payment to the Clerk of the sum of twenty-five dollars (\$25.00) as an impounding fee for the first offense; fifty (\$50.00) as an impounding fee for the second offense for the same owner or home residence within the same calendar year; and one hundred dollars (\$100.00) as an impounding fee for the third and each successive offense thereafter for the same owner or home residence within the same calendar year.
3. Impounded animals may be recovered by the owner upon proper identification and by compliance with the provisions of this Chapter.
4. When an animal has been apprehended and impounded, written notice shall be given in not less than two (2) days to the owner, if known. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an animal is not vaccinated for rabies, by having it immediately vaccinated for rabies. If the owner does not redeem the animal within seven (7) days of the date of notice, or if the owner cannot be located within seven days, the animal may be humanely destroyed or otherwise disposed of in accordance with the law.

5. Any animal that has been impounded by the City for a third time within a twelve month period shall not be released unless the animal has been spayed or neutered and provided with permanent identification.
- 55.12 RABIES CONTROL. All dogs and cats six (6) months or more of age shall be immunized against rabies and a current rabies vaccination tag, furnished by a licensed veterinarian, shall be attached to the animal's collar or harness. Dogs or cats not immunized or without a current rabies vaccination tag may be seized and impounded as provided in Section 55.16 of this chapter.
- 55.13 QUARANTINE. The owner of any animal which is suspected of having rabies, or which shall have bitten any person, shall upon demand by the Police Chief or designee, produce and surrender up such animal to be held in quarantine for observation for that period necessary to detect the existence or nonexistence of rabies. An animal with proof of current rabies vaccination may be quarantined at the owner's home or another suitable location as determined by the Police Chief or designee. An animal without proof of current rabies vaccination must be quarantined under the care of a licensed veterinarian or as otherwise determined by the Police Chief or designee for a minimum of ten (10) days. The cost of caring for a quarantined animal shall be paid by the owner.
- 55.14 DISPOSAL OF INFECTED OR TOXIC ANIMAL. If, upon examination by a licensed veterinarian, any animal shall prove infected with rabies or otherwise toxic, such dog or cat shall be disposed of and it shall be the duty of said veterinarian to notify the City Health Officer or any positive rabies case found, without delay.
- 55.15 CONFINEMENT OF FEMALE DOGS OR CATS IN HEAT. The owner of any female dog or cat in heat shall confine said female dog or cat in a building, or otherwise keep the same in such manner so that said female dog or cat cannot come into contact with another animal except for planned breeding.
- 55.16 SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS DOGS, ILLEGAL ANIMALS AND DANGEROUS ANIMALS.
1. It is unlawful for any person to keep, maintain harbor or have in his or her possession any dangerous or illegal animal within the City, except as outlined in Section 55.17. Any illegal or dangerous animal shall be impounded using any reasonable method.
 2. It is unlawful for any person to keep, maintain or harbor a vicious animal within the City.

3. If any animal is accused of being vicious under subsection 2 above, whether the animal is at-large or restrained on private property, the Police Chief or his or her designee may cause the impounding of said animal. Within five (5) days following notice of such impoundment, the City Administrator or his or her designee shall schedule a hearing thereon, giving the animal's owner at least five (5) days advance notice of said hearing. Pending the hearing, said animal shall be impounded in the municipal shelter or pound.
4. The hearing shall be to determine the following:
 - a. Whether or not the animal is vicious;
 - b. Whether or not the owner has failed to reasonably restrain the animal; and
 - c. Whether or not it is in the public interest to humanely destroy said animal.The hearing before the City Administrator or his or her designee shall be conducted in accordance with rules promulgated therefor.
5. If pursuant to subsection 4, a determination is made that the animal is Vicious, that the owner has failed to reasonably restrain said animal and that it is in the best interest of the public to destroy said animal, then the animal shall be humanely destroyed within five (5) days of the issuance of the City Administrator's written ruling. The owner of said animal may appeal said decision to the City Council within five (5) days of the filing of the City Administrator's ruling, and after hearing in front of the City Council and decision thereby, the owner may appeal the decision of the City Council to a court of competent jurisdiction within five (5) days of the City Council's written ruling.
6. Any animal found at-large and behaving in an unusual, dangerous, unresponsive or aggressive manner may be promptly destroyed by a police officer.

55.17 KEEPING OF DANGEROUS OR ILLEGAL ANIMALS PROHIBITED. No person shall keep, shelter, or harbor any dangerous or illegal animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any other purpose or in any other capacity with the City except as provided in Section 55.18 of this chapter.

55.18 DANGEROUS OR ILLEGAL ANIMAL EXCEPTIONS. The prohibition contained in Section 55.17 of this chapter shall not apply to the keeping of dangerous or illegal animals in the following circumstances:

1. The keeping of dangerous or illegal animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view or for the purpose of instruction, research or study.

2. The keeping of dangerous or illegal animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.
3. The keeping of dangerous or illegal animals in a bona fide, licensed veterinary hospital for treatment.
4. The keeping of dangerous or illegal animals by a wildlife rescue organization with appropriate permit from the Iowa Department of Natural Resources.
5. Any dangerous or illegal animals under the jurisdiction of and in the possession of the Iowa Department of Natural Resources, pursuant to Chapters 481A and 481 B of the Code of Iowa.
6. The keeping of snakes and reptiles that are venomous and the keeping of snakes that are constrictors six feet in length and over, by any individual 18 years of age or older who (a) has received a degree or bachelor or science, based upon courses of instruction which include courses in herpetology, from an accredited college level institution, or (b) has successfully completed a course of instruction taught under the auspices of a zoo on the proper handling, care and keeping of such animals, or (c) has completed a course of instruction of at least 20 hours' duration at an accredited educational institution on the care, handling and keeping of reptiles, before the effective date of the ordinance codified by this chapter. Such person shall also apply for and receive from the Clerk a permit to keep such animals, and such application shall be on a form approved by the Council.

55.19 IMMEDIATE SEIZURE OR DESTRUCTION OF ANIMALS. Any animal found at large which is a dangerous or illegal animal as defined by this Chapter may be immediately seized anywhere within the City, in which case the Police Chief or designee is authorized to destroy it immediately pursuant to Chapter 351 of the Code of Iowa. Any dog which is believed to be vicious and is not properly confined may be treated as a dangerous animal, and be immediately seized anywhere with the City.

55.20 PERMANENT REMOVAL FROM CITY. Any animal required by any provision of this chapter to be removed, voluntarily or otherwise, from the City, shall be so removed by its owner or the person harboring or having control of such animal to a location approved by the Police Chief or designee. Said owner or person in control shall provide the Police Chief or designee a notarized statement designating the place to which the animal has been removed. An animal not removed as required, or an animal which has been removed and which is again found illegally within the City shall be destroyed.

55.21 ANIMAL WASTE. It is unlawful for any person who owns, houses, leads, walks, or otherwise maintains control of any animal or pet which defecates anywhere within the City limits to fail to immediately remove the feces produced by said animal or pet to a garbage or waste receptacle after first placing said feces in a plastic or other impermeable bag and sealing said bag by tying it securely or using a "twist tie," tape or similar device to prevent the odors from escaping from said bag into the atmosphere. All structures, yards, kennels, or pens wherein any dog, cat, pet or other animal is contained must be kept clean and free from odors caused by animal waste and/or feces.

55.22 PETS AWARDS PROHIBITED.

1. Prohibition. It is unlawful for any person to award an animal or advertise that an animal may be awarded as any of the following:
 - A. A prize for participating in a game.
 - B. A prize for participating in a fair event.
 - C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.
 - D. An inducement or condition for executing a contract which includes provisions unrelated to the ownership, care or disposition of the pet.
2. Exceptions. This section does not apply to any of the following:
 - A. A pet shop licensed pursuant to §162.5 of the Code of Iowa if the award of an animal is provided in connection with the sale of an animal on the premises of the pet shop.
 - B. Youth programs associated with 4-H Clubs; Future Farmers of America; the Isaac Walton League of America; or organizations associated with the outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

55.23 LIABILITY FOR DAMAGES. The owner of an animal shall be liable to an injured party for all damages done by the animal, when the animal is caught in the action of worrying, maiming or killing a domestic animal, or the animal is attacking or attempting to bite a person, except when the party damaged is doing an unlawful act, directly contributing to the injury. This section does not apply to damage done by an animal affected with hydrophobia unless the owner of the animal had reasonable grounds to know that the animal was afflicted with hydrophobia and by reasonable effort might have prevented the injury.

55.24 TRAPPING OF ANIMALS. Only box style live traps shall be allowed within the city limits.”

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. 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 4. WHEN EFFECTIVE. This ordinance shall be in effect after final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

Approved on First Reading: 06-06-2017
Approved on Second Reading: 06-20-2017
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2017.

City Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING LEVY,
ASSESSMENT, AND COLLECTION OF COSTS TO
THE WASHINGTON COUNTY TREASURER.**

WHEREAS, the City of Washington, Iowa is empowered to levy, assess, and collect costs of improvement and removal of debris against the abutting property owner,

WHEREAS, tall grass and weeds were removed from the following listed property owners:

The property of Thomas Knerr located at 807 S 2nd Ave. for the amount of \$250.62. Legal description (02 04 Wilson Add). Parcel Number (11-20-135-006).

and,

WHEREAS, due notice was given to the above property owners that said amount would be assessed to the property if payment was not made or an appeal was not made,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the City Clerk be instructed to certify the above delinquent payment to be assessed against said property as listed above and that the City Clerk certify a copy of this resolution to the Washington County Treasurer.

Passed and Approved this 5th day of July, 2017.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk