



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., TUESDAY, JUNE 20, 2017

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 20, 2017 to be approved as proposed or amended.

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:

Claims and Financial Reports:

Claims as Presented.

Financial Reports - May

SPECIAL PRESENTATION

Flying Pigs Duathlon - Teri Hartzler

Nuisance Abatement – Merle Hagie

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

NEW BUSINESS

Discussion and Consideration of Main Street Washington – Sip and Shop Event on September 28.

Discussion and Consideration of Engineering Task Order – Southeast Basin I & I Reduction Project.

Discussion and Consideration of Agreement for Engineering Services with MMS Professional Services – Wellness Park.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Discussion and Consideration of a Resolution Approving Guidelines for a Downtown Incentive Grant (DIG) Program and Renaming Fund 050 as Downtown Incentive Grant Fund.

Discussion and Consideration of Second Reading (and possible adoption) of an Ordinance Amending Code of Ordinances Section 41.12 (Fireworks).

Discussion and Consideration of Second Reading (and possible adoption) of an Ordinance Amending Code of Ordinances Section 55 (Animal Control & Protection).

Discussion and Consideration of a Resolution Approving Offer to Buy Real Estate – 1218 N. 2nd Ave.

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

Discussion and Consideration of a Resolution Setting FY18 Salaries.

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 06-06-2017

The Council of the City of Washington, Iowa, met in Regular Session in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Tuesday, June 6, 2017. Mayor Johnson in the chair. On roll call present: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Absent: none.

Motion by DeLong, seconded by Rosien, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 6, 2017 be approved as amended. Motion carried. The Discussion and Consideration of a Resolution Approving Guidelines for a Downtown Incentive Grant Fund was struck from the agenda.

Consent:

1. Council Minutes 05-16-2017
2. Council Minutes 05-30-2017
3. Harris Global Software, Annual TAC 10 Maintenance, \$11,342.00
4. Garden & Assoc., 2017 Seal Coat Project, \$1,745.25
5. Bolton & Menk, Washington Airport/Construct Apron, \$2,720.00
6. A & R Land Services, ROW Services – E. Adams St. Improvement Project, \$130.00
7. Moore's BP, 1061 W. Madison St., Cigarette Permit, **(renewal)**
8. Corner Stop, 100 E. Madison St., Cigarette Permit, **(renewal)**
9. Smokin' Joe's Tobacco & Liquor Outlet #9, 304 W. Madison St., Cigarette Permit, **(renewal)**
10. BP One Trip, 1504 E. Washington St., Cigarette Permit **(renewal)**
11. Dollar General Store #2237, 1506 E. Washington St., Cigarette Permit **(renewal)**
12. Department Reports

Consent - Other: none

Mayor Johnson requested item 2 be removed from the consent agenda.

Motion by Rosien, seconded by Salazar, to approve the consent agenda items 1, 2-12. Motion carried.

Motion by Rosien, seconded by Salazar, to approve item 2 as amended. Motion carried.

Motion by Rosien, seconded by Salazar, to approve payment of the claims except JP's 207. Motion carried.

Motion by Salazar, seconded by DeLong, to pay the claim for JP's 207. Motion carried. Rosien abstained with conflict.

Motion by Salazar, seconded by DeLong, to approve the Resolution Approving Washington Farmers Market Fiscal Agreement. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-036)**

Ann Williams presented a power point overview of some of the history of the Washington Farmers Market and some of the activities planned for this year's Market.

Motion by Rosien, seconded by DeLong, to approve the Washington Farmers Market request for parking to accommodate vendors, featured food trucks and others as needed. Motion carried.

Presentations from the Public:

Washington citizens Ed Raber, Charla Howard, and Debbie Stanton came before council to express concerns about the fireworks currently being set off in their neighborhoods and nuisance and safety concerns.

Motion by Youngquist, seconded by Salazar, to affirm the mayoral appointment of Rick Hofer to the Washington Library Board to finish out a one year term. Motion carried.

Bids received for Park's Department mower and gator:

John Deere Mower

Sinclair Tractor – Washington	2017 Z970R	\$9,250.00 (after trade in)
Farmers Supply – Kalona	2017 Z970R	\$8,710.00 (after trade in)

John Deere Gator

Sinclair Tractor - Washington	2017 XUV 825i 0 hrs	\$10,300.00
Farmers Supply – Kalona	2013 XUV 825i 26 hrs	\$10,950.00
Sinclair Tractor – Washington	2013 XUV 825i 274 hrs	\$10,850.00
Sinclair Tractor – Fairfield	2012 XUV 825i 908 hrs	\$9,250.00
Sinclair Tractor – Winfield	2014 XUV 825i 583 hrs	\$9,295.00

Motion by Rosien, seconded by Youngquist, to approve the purchase of the 2017 John Deere mower and 2017 John Deere gator from Sinclair Tractor – Washington in the total amount of \$19,550.00. Motion carried.

Motion by Rosien, seconded by Gault, to approve the request from Tim Widmer for a COBRA extension. Motion carried.

Motion by DeLong, seconded by Rosien, to approve the Task Order with Fox Engineering for the Egg Sewer Relocation not to exceed \$51,000. Motion carried.

Mayor Johnson announced that now is the time for the public hearing on Sale of 123 E. 2nd Street.

No written or oral objections were received.

Motion by Salazar, seconded by Rosien, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

No further action was taken.

Motion by Rosien, seconded by Youngquist, to approve the Resolution Placing the Imposition of a Local Hotel and Motel Tax on the Election Ballot – August 1, 2017. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-037)**

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

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

Bid received for Soil Remediation and Disposal at Old Water Tower Site.

DeLong Construction, Inc. \$66,110.00

Motion by Rosien, seconded by Janecek, to approve the Resolution Accepting the Bid of \$66,110.00 as amended to add “insurance” after “contract and bonds”. Roll call on motion: Ayes: Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. DeLong abstained with conflict. Motion carried.

(Resolution No. 2017-038)

Motion by Youngquist, seconded by Rosien, 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, Salazar, Youngquist. Nays: none. Motion carried. **(2017-039)**

Motion by Rosien, seconded by Salazar, to approve the Resolution Changing a Regular Meeting Date (Scheduled July 4 Meeting) to Wednesday, July 5, 2017. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-040)**

The City Attorney stated that knowing the topics to be discussed it was appropriate to go into closed session.

Motion by Salazar, seconded by Youngquist, that the council go into closed session per Iowa Code 21.5(j) real estate and Iowa Code 21.5(i) personnel. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by Rosien, seconded by Youngquist, that the council return to open session. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Mayor Johnson announced that no action was taken in the closed session.

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

Illa Earnest, City Clerk

Sandra Johnson, Mayor

WASHINGTON AUDITORIUM SHARED USE AGREEMENT

This Agreement is entered into between the Washington Community School District, hereinafter the "District" and the City of Washington, hereinafter the "City," and

Whereas, the District is an Iowa school corporation and a "public agency" as defined in Chapter 28E of the Iowa Code, and

Whereas, the City is an Iowa municipal corporation and a "public agency" as defined in Chapter 28E of the Iowa Code, and

Whereas, per Iowa Code Chapter 28E and specifically section 28E.4 public agencies can enter into agreements for joint and cooperative action, and

Whereas, the District owns the land upon which the Washington Auditorium, hereinafter, the "Auditorium," will be built and will be the sole Owner of the Auditorium, and

Whereas, the District and the City are willing to enter into this Shared Use Agreement in order to make the Auditorium available to citizens and groups for community and regional purposes to benefit the City, County and region, in addition to the Auditorium serving school purposes, and

Whereas, the District and the City believe that this Shared Use Agreement will be to their mutual advantage.

NOW THEREFORE BE IT AGREED:

1. Purpose. The purpose of this Agreement is to outline the partial funding of the Auditorium by the City and the future use of the Auditorium by City groups and citizens of the City of Washington.
2. Consideration. The mutual consideration for this Agreement is the execution of this Agreement among the parties.
3. No separate legal entity. No separate legal entity is created by this Agreement. The Board of Directors of the Washington Community School District and the City Council of the City of Washington will each administer its own duties and responsibilities that arise from this Agreement.
4. Permit to Use: The District shall permit the City and those persons and groups

applying for use through it to share use of the Auditorium provided that such use is in strict compliance with this Agreement. The District shall at all times maintain ownership of the Auditorium building and fixtures.

5. Operating Relationship. In operating the Auditorium, the following guidelines shall apply and govern its operation:

- A. The Parties recognize the need to serve District programming and entities seeking use through the City shall also be considered in scheduling decisions.
- B. The Parties recognize the need for the District to have specific use priority for traditional school uses complimenting its educational mission.
- C. A Committee consisting of a designated representative from the District and a designated representative from the City and a third Party to be mutually agreed and designated by the Parties shall be the final arbiter of conflicting use requests.
- D. The District's designee will serve as site manager for all non-conflicting use and operational decisions.
- E. The City will strive to submit use requests as early as possible and a minimum of one month in advance absent mutual agreement to the contrary.

6. Construction and Operating Costs. The District will construct and own the Auditorium. The City will contribute Fifty Thousand Dollars (\$50,000) to the District to support construction of the Auditorium. City shall pay its contribution in equal installments over a period of five (5) fiscal years, with the first installment of Ten Thousand Dollars (\$10,000) being paid by July 31, 2014, and future installments to be paid by July 31 of each successive year until the promised contribution is fulfilled. The District will thereafter operate, maintain and insure the Auditorium at its expense. Use of the facility thereafter by the City and groups requesting use through it will require compliance with District use and insurance regulations. There shall be no charge for City sponsored events at the Auditorium. Such regulations shall be made available to the City and as they may be amended from time to time.

7. Duration. This Agreement shall be in effect for ten (10) years. This Agreement will be automatically renewed thereafter for one additional ten (10) year period unless sixty (60) days prior to the tenth anniversary written notice to terminate is given by either Party.

8. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and can only be changed through a written amendment signed by both Parties.

9. Non-assignment. Neither Party may assign its rights under this Agreement without the written consent of the other.

10. Severability. If any provision of this Agreement is declared void by a Court or Agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

11. The Parties shall not use, or permit the use of, the Auditorium for any purpose which would adversely affect the value or character of the Auditorium or cause the Auditorium to lose exempt status for tax purposes. Neither Party shall, at any time or times during the agreement, conduct or permit any activities, program, or practices on the premises which shall violate any federal or state constitutional, regulatory or statutory provisions, or which would change, jeopardize, or prevent or which would cause any Bonds, Notes, or other evidence of indebtedness issued by the District to construct, repair, maintain, extend, improve, furnish, or equip the Auditorium to: (i) not be a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; or (ii) cause the interest payable on the Bonds, Notes or other evidence of indebtedness to be includable in the gross income of the holder for federal income tax purposes.

12. All notices which the parties are authorized or required to give pursuant to this Agreement shall be mailed to the individuals and at the addresses identified below:

To the Washington Community School District:

Superintendent of Schools
Washington Community School District
404 West Main Street
Washington, IA 52353
(319) 653-6543

To the City of Washington:

City Administrator
City of Washington
215 E. Washington St.
Washington, IA 52353
(319) 653-6584

13. The terms of this Agreement may be changed at any time by mutual written agreement of the parties.

14. Filing. The Secretary of the Board of Directors shall file this Agreement with the Iowa Secretary of State as required by law.

The Parties' authorized representatives sign below to signify their agreement on the dates noted.

Washington Community School District

Elin Tuomi
Board President

5/29/14
Date

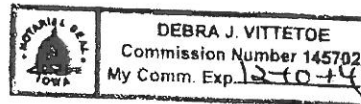
John A. Duil
Board Secretary

5/29/14
Date

State of Iowa)
) ss:
County of Washington)

On this 29th day of May, 2014, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared the School Board President and Board Secretary, to me personally known, and who, being by me duly sworn did state that they are the Board President and Board Secretary, respectively, of the Washington Community School District, a School Corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the Washington Community School District, by authority and resolution of its Board of Education on the 14th day of May, 2014, and that Board President and Board Secretary acknowledged the execution of the instrument to be the voluntary act and deed of the Washington Community School District, by it and by them voluntarily executed.

Debra J. Vittetoe
Notary Public in the State of Iowa



City of Washington

Sandra Johnson
Mayor

May 28, 2014
Date

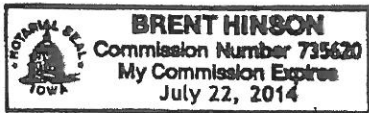
Attest:

Mike Earnest
City Clerk

May 28, 2014
Date

State of Iowa)
) ss:
County of Washington)

On this 28 day of May, 2014, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Mayor and City Clerk, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Washington, Iowa, a Municipal Corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the City of Washington, Iowa, by authority and resolution of its City Council on the 20 day of May, 2014, and that Mayor and City Clerk acknowledged the execution of the instrument to be the voluntary act and deed of City of Washington, Iowa, by it and by them voluntarily executed.



[Signature]
Notary Public in the State of Iowa

REBATE CLOSEOUT AGREEMENT

THIS REBATE CLOSEOUT AGREEMENT (the "Agreement") by and between the City of Washington, Iowa (the "City"); and Washington Preservation, LLC (hereafter the "Developer").

WHEREAS, the City and Developer entered into a Development Agreement dated November 18, 2009, whereby the Developer agreed to construct certain improvements that cost at least \$200,000 and in exchange for said investment, the City would provide certain tax increment financing rebates over a total of 20 years; and

WHEREAS, the City and Developer entered into an Amendment to said Development Agreement dated November 20, 2012 (the "Amendment"); and

WHEREAS, the City and Developer have heretofore agreed to a lump sum payment in lieu of future rebate payments; and

WHEREAS, it is in the best interests of the City to close out this Development Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The City has offered and the Developer has agreed to accept the amount of \$18,985.26 as the full and final payment of the rebates due to the Developer.
2. The City shall make the lump sum payment to Developer not later than July 15, 2017.
3. The Developer, by executing this Agreement and accepting this lump sum payout, hereby forever releases the City from all of its obligations for the payment of future rebate payment under the Development Agreement and Amendment, and consents to the City not certifying for the scheduled FY18 rebate payment.

Dated this 15 day of November, 2016.

DEVELOPER:

Washington Preservation, LLC

By: Mary Patterson

Mary P Patterson

Print name and title

11/15/2016

CITY:

Sandra Johnson

Sandra Johnson, Mayor

ATTEST

Illa Earnest

Illa Earnest, City Clerk

REBATE CLOSEOUT AGREEMENT

THIS REBATE CLOSEOUT AGREEMENT (the "Agreement") by and between the City of Washington, Iowa (the "City"); and Insurance on the Avenue, Inc. (hereafter the "Developer").

WHEREAS, the City and Developer entered into a Development Agreement dated November 20, 2012, whereby the Developer agreed to construct certain improvements that cost at least \$150,000 and in exchange for said investment, the City would provide certain tax increment financing rebates over a total of 20 years; and

WHEREAS, the City and Developer have heretofore agreed to a lump sum payment in lieu of future rebate payments; and

WHEREAS, it is in the best interests of the City to close out this Development Agreement.

NOW, THEREFORE, the parties agree as follows:


1. The City has offered and the Developer has agreed to accept the amount of \$10,205.01 as the full and final payment of the rebates due to the Developer.
2. The City shall make the lump sum payment to Developer not later than July 15, 2017.
3. The Developer, by executing this Agreement and accepting this lump sum payout, hereby forever releases the City from all of its obligations for the payment of future rebate payment under the Development Agreement and Amendment, and consents to the City not certifying for the scheduled FY18 rebate payment.

Dated this 10th day of November, 2016.

DEVELOPER:
Insurance on the Avenue, Inc.

By: 
Ann C. Williams, President
Print name and title

CITY:


Sandra Johnson, Mayor

ATTEST


Illia Earnest, City Clerk

Police RMS System

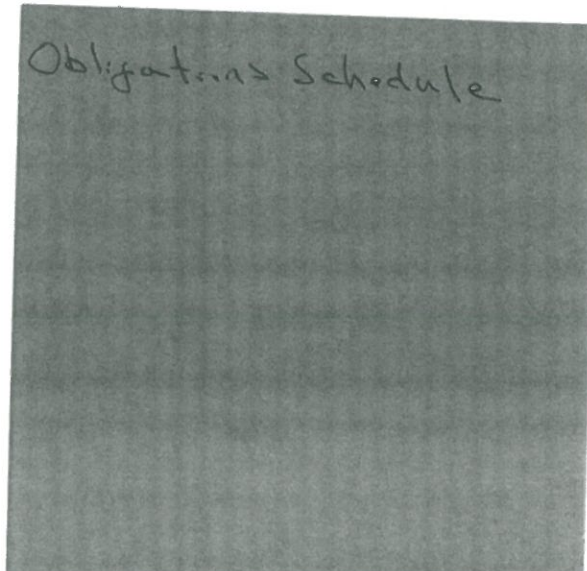
Amortization

Borrower name City of Washington
Address Box 516
 Washington, IA 52353
Loan number

Date		Amount	Payment	Principal	Interest	Remaining Balance
10-04-2013	Fixed Rate	2.100				
10-04-2013	Funding	57,627.85				57,627.85
2013 Totals:			0.00	0.00	0.00	
07-01-2014	Regular Pmt		15,090.39	14,195.18	895.21	43,432.67
2014 Totals:			15,090.39	14,195.18	895.21	
07-01-2015	Regular Pmt		15,090.39	14,178.30	912.09	29,254.37
2015 Totals:			15,090.39	14,178.30	912.09	
07-01-2016	Regular Pmt		15,090.39	14,474.37	616.02	14,780.00
2016 Totals:			15,090.39	14,474.37	616.02	
07-01-2017	Regular Pmt		15,090.39	14,780.01	310.38	-0.01
2017 Totals:			15,090.39	14,780.01	310.38	
Loan Totals:			60,361.56	57,627.86	2,733.70	

Printed on: 12-04-2013

@ Wash State Bank



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

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

June 9, 2017

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

INVOICE

For legal services rendered to the City of Washington, Iowa in May, 2017

TOTAL HOURS	11.5 hours (reg)
TOTAL MILEAGE	330 miles
Hourly Rate	\$90/hour- Reg
Mileage Rate	\$0.56 per mile
TOTAL FOR THIS INVOICE	\$1,219.80

INVOICE

Brenneman Builders
 2605 Highway 22
 Riverside, IA 52327
 (319)430-9569

DATE: APRIL 4, 2017

TO Nick Pacha
 Washington Park Shelters

\$ 2,400

001-6-4030- 6320 Initials MP

EXP. Final payment for shelter roofs

Vender # _____ Date Rec. _____

Due Date _____ Inv # _____

DESCRIPTION			
	Remove old cap and vent and install 29-gauge metal roofing. Use roll closures under all hip cap, install rake in corners where needed, and install new pipe boots where needed.		
	Shelter 1	Total	\$1200.00
	Shelter 3 & 7-\$2100.00/Shelter	Total	\$4200.00
	Labor and Materials	Grand Total	\$5400.00
		Bill Now	\$3,000
	Balance Left for new fiscal year		\$2400.00
	Please make check payable to Brenneman Builders		
	Thank you for your business		
	Please remit payment within 10 days		

*Paid
04/2017*



YMCA of Washington County

121 East Main Street
Washington, IA 52353
United States
(319) 653-2141

June 13, 2017

INVOICE

AMOUNT DUE as of 6/13/2017
\$27,000.00

City of Washington

Identification: 016015

Enclosed payment amount: \$

TO City of Washington
215 E Washington
Washington, IA 52353
United States

(return this portion with payment)

Account Fees

Date	Description	Due Date	Fee	Adjusted	Sched.	Paid	Balance
06/13/17	City Sports Sponsorship - 2017 Annual Rec Services	06/13/17	\$27,000.00	\$0.00	\$0.00	\$0.00	\$27,000.00

Total	\$27,000.00
Amount Adjusted	\$0.00
Amount Paid	\$0.00
Amount Scheduled	\$0.00
Balance	\$27,000.00

Amount Due \$27,000.00

WE BUILD STRONG KIDS, STRONG FAMILIES, STRONG COMMUNITIES



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

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

Invoice number 41537
Date 05/30/2017

Project **342416A Washington Water Treatment
Plant Improvements**

Professional Services for the Period of 4/30/2017 to 5/27/2017

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	126,460.00	100.00	126,460.00	126,460.00	0.00
Final Design	177,830.00	100.00	168,938.50	177,830.00	8,891.50
Bidding	16,780.00	0.00	0.00	0.00	0.00
Total	321,070.00	94.77	295,398.50	304,290.00	8,891.50

Invoice total **\$8,891.50**

Approved by: _____

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



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

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

Invoice number 41474
Date 05/30/2017

Project **342416C Washington Lead Soil
Removal at Water Plant Site**

Professional Services for the Period of 4/30/2017 to 5/27/2017

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design Phase	5,347.00	100.00	5,347.00	5,347.00	0.00
Bidding Phase	1,974.00	100.00	0.00	1,974.00	1,974.00
Total	7,321.00	100.00	5,347.00	7,321.00	1,974.00

Invoice total \$1,974.00

Approved by:  _____

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



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

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

Invoice number 41473
 Date 05/30/2017

Project **342417B Washington South 0.5 MG
 Elevated Water Storage Tank
 Improvements**

Professional Services for the Period of 4/30/2017 to 5/27/2017

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	5,713.00	60.00	0.00	3,427.80	3,427.80
Final Design	13,534.00	0.00	0.00	0.00	0.00
Bidding	3,994.00	0.00	0.00	0.00	0.00
Total	23,241.00	14.75	0.00	3,427.80	3,427.80

Invoice total \$3,427.80

Approved by: 

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



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

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

Invoice number 41475
 Date 05/30/2017

Project **342415C Washington Well 6 Pump Replacement**

Professional Services for the Period of 4/30/2017 to 5/27/2017

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	28,324.00	100.00	28,324.00	28,324.00	0.00
Bidding	4,768.00	100.00	4,768.00	4,768.00	0.00
Total	33,092.00	100.00	33,092.00	33,092.00	0.00

Standard Hourly Rate Phases

Construction Administration

Professional Fees

Billed Amount

1,360.00

Phase subtotal

1,360.00

Resident Project Representative

Professional Fees

965.25

Reimbursables

205.40

Phase subtotal

1,170.65

Invoice total \$2,530.65

Approved by: _____

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



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

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

Invoice number 41522
 Date 05/30/2017

Project **204515A Washington Sanitary Sewer
 Collection System Evaluation**

Professional Services for the Period of 4/30/2017 to 5/27/2017

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection & Kickoff Meeting	5,500.00	100.00	5,500.00	5,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Mapping	12,500.00	100.00	12,500.00	12,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Modeling	12,000.00	100.00	12,000.00	12,000.00	0.00
Southeast Drainage Basin Rehabilitation Report	27,500.00	95.00	26,125.00	26,125.00	0.00
Total	57,500.00	97.61	56,125.00	56,125.00	0.00

Standard Hourly Rate Phases

General Consultation

Professional Fees

	Billed Amount
Professional Fees	99.00
Phase subtotal	99.00
Invoice total	\$99.00

Approved by:  _____

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



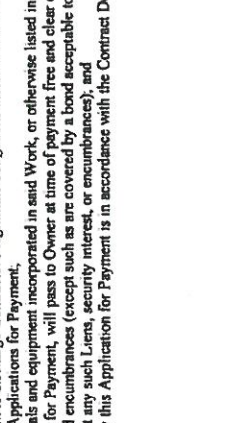
Contractor's Application for Payment No. 2

Application Period: April 1, 2017 thru April 30, 2017	Application Date: 5/12/2017
From (Contractor): The Northway Corporation	Via (Engineer): FOX Engineering
Contract: Well #6 Improvements	Engineer's Project No.: 3424-15C
Owner's Contract No.: 3424-15C	

**Application For Payment
Change Order Summary**

Approved Change Orders	Additions	Deductions
1. ORIGINAL CONTRACT PRICE.....		\$ 372,755.50
2. Net change by Change Orders.....		\$
3. Current Contract Price (Line 1 ± 2).....		\$ 372,755.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....		\$ 186,327.50
5. RETAINAGE:		
a. 5% X \$186,327.50 Work Completed.....		\$ 93,163.75
b. X Stored Material.....		\$
c. Total Retainage (Line 5.a + Line 5.b).....		\$ 93,163.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....		\$ 179,591.75
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		\$ 50,633.10
8. AMOUNT DUE THIS APPLICATION.....		\$ 128,958.65
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....		\$ 195,744.38
TOTALS		
NET CHANGE BY CHANGE ORDERS		

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

Contractor Signature:  Date: 5-31-17

Payment of \$ \$ 126,378.03
Eighty thousand six hundred thirty three dollars and ten cents
 (Line 8 or other - attach explanation of the other amount)

is recommended by R.S. BAKER, PE. (Date) 6/13/2017

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

is approved by _____ (Owner) _____ (Date)

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

A & R Land Services, Inc.

1609 Golden Aspen Drive, Suite 104
Ames, IA 50010
515-337-1197

Invoice No. WASH-HWY1-17-1

INVOICE

Customer

Name City of Washington, Iowa, c/o Brent D. Hinson
Address 215 East Washington Street
City Washington State IA ZIP 52353
Phone 319-653-6584

Date 6/13/2017
Order No. WASH-HWY1-2017

Qty	Description	Unit Price	TOTAL
	APRIL 2017 (Water Main Easement Parcels)		
7.5	ROW Services for City of Washington, Iowa Highway 1 Water Main Project	\$65.00	\$487.50
108	Mileage for project trips taken.	\$0.535	\$57.78
	Color copies/printing.	\$0.50	
	Black and white copies/printing.	\$0.10	
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
	SubTotal		\$545.28
	Shipping & Handling		\$0.00
	Taxes Iowa		
	TOTAL		\$545.28

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

Office Use Only: Customer will be charged 1.5% interest per month for any invoices past due over 30 days.

Agreed expenses include: mileage at current the Federal rate, lodging at GSA's current rate, per diem at GSA's current rate, postage, copies/printing at 10 cents per black & white page and 50 cents per color page, telephone calls, and any other project-related expenses to be billed to client based on actual expense.

Your Expert Right of Way Resource



Real People. Real Solutions.

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

To Ensure Proper Credit, Provide Invoice Numbers with Payment



City of Washington
Kevin Erpelding, Chairman
1625 South Airport Road
Washington, IA 52353

April 28, 2017
Project No: T51.113568
Invoice No: 0202888

Washington Airport/General Engineering

Professional Services

	Hours	Rate	Amount
Clerical			
Mallicoat, Madison	2.00	60.00	120.00
Project Manager			
Byers, Carl	12.50	160.00	2,000.00
Byers, Carl	6.00	160.00	960.00
<i>Specifications for Hangar - Front End and Review of Mike Roe's Technical Specs</i>			
Totals	20.50		3,080.00
Total Labor			3,080.00
Total this Invoice			\$3,080.00

002-6-2080 6751 Initials CE
EXP. New Hangar exp
Vender # _____ Date Rec. 6-9-17
Due Date _____ Inv # _____

Need acct #

Neumiller Electric Inc.

Phone: 319-665-9036

Fax: 319-333-1370

FULL SERVICE ELECTRICAL CONTRACTOR

605 Hwy 1 W - Iowa City, IA 52246

Invoice

Due Date	Date	Invoice #
5/22/2017	5/22/2017	17837

Bill To

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

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Balance Due	\$442.55
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New e-mail address? Enter here: _____

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

REMIT TO: 605 Hwy 1 W Iowa City, IA 52246	Terms		Project	
			16-108-C Well #7	
	Qty	Unit Price	Amount	
CUSTOMER REQUESTS TO UNHOOK WELL PUMP AND RECONNECT.	4.5	65.00	292.50	
Josh S. and Logan went to location to perform the requested service. Disconnected well 7 pump, place cables in sealtite and turn on. The following materials were used:				
CONDUIT 2-IN-90DEG-GALV ELBOW	1	15.50	15.50	
CONDUIT 2-IN GALV CPLG	2	4.40	8.80	
T&B 5237 2-IN STR L/T FLEX CONN	2	39.00	78.00	
PLASTIC BUSHING 2 TS	2	0.65	1.30	
IDEAL 31-388 32OZ CLEAR PULL LUBE	1	12.20	12.20	
GREENLEE DTAP1/2-20 17616 1/4-20 DRILL/TAP BIT	1	8.30	8.30	
E-FLEX LT-16 2-LT-GRY CUTTING REEL	5	5.19	25.95	
600-6-8010- <u>6350</u> Initials <u>KW</u> EXP. _____ Vender # _____ Date Rec. _____ Due Date _____ Inv # _____				
Payment Options: We gladly accept payment in the form of cash, check or we can process your credit card payment over the phone, 319-665-9036. We also now accept payments on Dwolla.com. Go to www.dwolla.com/hub/neumillerelectricinc to make an easy online payment. A 10% finance charge will be assessed for every invoice over 30 days past due.			Total	\$442.55
			Payments/Credits	\$0.00
			Balance Due	\$442.55

**WWTP report
June 20, 2017
Council meeting**

- **After hour alarm and dog call outs -**
3rd dog call, Safety Center reported a dog to be picked up at 515 South 9th, 6:32 p.m. Fred
4th dog call, Safety Center reported a dog to be picked up at the PD, 5:20 p.m. Parker
6th WWTP, high TSS alarm, 1:23 a.m. Fred
9th WWTP, PLC #4 communication failure alarm, 10:00 p.m. Jason
12th dog call, Safety Center reported a dog to be picked up 733 South B Ave, 5:00a.m. Parker
15th dog call, Safety Center reported a dog to be picked up at 902 E Main, 6:30 p.m. Parker
- **Dept Head meetings** – Jason attended the meeting on the 6th in my absence. I attended the meeting on the 13th.
- **Bazooka-Farmstar, Inc** – After the initial high zinc result of 31.9 mg/L (2.61 mg/L daily maximum limit). 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 Bazooka another violation letter. Bazooka is working hard to get this problem corrected. We will continue to sample there until we have enough data to show they can remain in compliance with the pretreatment agreement. The fifth (5th) sample result was 0.0913 mg/L. The sixth (6th) sample result was 2.19 mg/L.
- **WWTP May 2017 Discharge Monitoring Report (DMR)** – Average daily flow 2.405 million gallons (mg), maximum daily flow 4.323 mg, minimum daily flow 1.540 mg. There were no violations of the WWTP's NPDES discharge permit. Total precipitation for May 2017 = >3.77" (recorded at the WWTP).

CBOD5 removal 85% required	result = 98.0%
Influent CBOD5 monthly average =	40.9 mg/L
Effluent CBOD5 monthly average =	0.8 mg/L

TSS removal 85% required	result = 93.7%
Influent TSS monthly average =	82.2 mg/L
Effluent TSS monthly average =	5.2 mg/L
- **Underpass lift station** – Jason found someone broke into the underpass lift station building by kicking the glass out of the back door sometime between the 5th & 6th. Whoever broke in turned off the power to both pumps and had all the switches in different than normal positions. Nothing was taken from inside the building. Jason hired Evans Welding to weld a metal plate over the glass part of the door. We are trying to get estimates to repair the roof, too.
- **Lift stations** – Jason and Parker trimmed the trees and bushes around the Underpass lift station building and around the generator and control panels at the Lexington Blvd lift station.
- **Dog pound report for May 2017** – Sixteen (16) calls total for May 2017. Seven (7) call outs during normal hours and nine (9) call outs after hours. Twelve (12) dogs were returned to the owners. Two (2) dogs taken to Paws and More. One (1) dog adopted out. One (1) dog couldn't be caught.
- **OP's building water heater** – I called the State of Iowa –boiler safety dept to report the old eighty (80) gallon water heater was taken out of service and replaced with a fifty (50) gallon water heater. After several phone calls and emails the State said the new water heater was still considered a boiler. The State gave me an insurance company hotline to contact to set up an appt for the inspection. The inspector contacted me and wanted some info about the new water heater. I

provided the requested info and the inspector emailed me back, he stated the new water heater is NOT considered a boiler so he won't be coming to inspect or certify it. He also said he would contact the State and get this cleared up.

- **WWTP lab evaluation for the USEPA** – Jason performed the pH test on a blind audit sample for the USEPA lab evaluation on June 14th. The test result is reported to the USEPA to ensure the WWTP lab is reporting accurate results on the Discharge Monitoring Report (DMR). Test America and UHL are also testing audit samples for the results they provide to the WWTP that are reported on the DMR. I must submit a final data package that has all the results to the USEPA by September 1, 2017.

Fred E Doggett
6/16/2017 9:12 AM

Washington Volunteer Fire Department
June 7,2017

April Fires

7 City fires	870.00
4 rural fires	510.00
0 Drill	.00
9 fires and 0 drill	1380.00

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved.

Treasure report was read.

Doug Sanders made a motion to pay all bills against the department. Seconded by Zach Morrison.

Passed

Joe Redlinger is recovering for knee surgery. Randy Epperly broke his collar bone.

new member Charles Halverson introduced.

Committees; Social ;snacks after meeting

Keota fun days are coming up June 10.

Communications; Washington Area Baseball Council donated \$100.00

Old business: Kalona County meeting Mac talked about fireworks.

Kids fest committee did a good job.

Trench rescue training is coming later this year.

Rope and high angle Sept.9 & 10

New Station up date, committee has toured several stations.

Rescue

Drill June 13 at 6:30pm

We have a house to burn on North D by where the Y will be.

New accountability boards will be on Truck 1.

Fair is coming in July will need help covering the events.

Roll call taken

Everyone needs to get direct deposit.

No other business, meeting adjourned.

Secretary
Tom Beauchamp

Mayor Sandra Johnson and City Council Members of Washington, Iowa
June 15, 2017 **re: fireworks in Washington**
from: Laurie Wittmayer-O'Neill, homeowner since 1979

As a long term resident of Washington, Iowa, I am happy to call this community my home. The culture in our city is one of individual and group respect visible in active public events as well as private places for reflection.

So along comes a new state law regarding the purchase and use of fireworks by private citizens. Perceived benefits include the seasonal increase of sales tax for the purchase of the fireworks within the state and the momentary noise and colors displayed.

If anyone would be granted permission to shoot off fireworks anywhere in the city limits, what message does that send to the homeowners, parents of young children, or the elderly? We will have relinquished order in most situations for anticipated chaos. Permission to purchase the pyrotechnics should not grant carte blanche with our homes and historical building sites that make Washington, interesting and unique. One ember could destroy the century old structure we've grown to love, and call home. It's full of irreplaceable family furniture and memories. It is a fact that in approximately five minutes and entire house and unsuspecting occupants can be destroyed in a fire. Why would we risk the lives of people in those buildings?

As the citizens of Washington we hope to have our personage and our property both private and public kept in the priority. Allowing the rule to stand "as is" is putting all we hold dear in harm's way. Please think proactively rather than reactively, a lot is at stake in this one law.

A compromise I suggest would restrict the lighting of personal fireworks in one open location, such as the fair grounds with a fire truck & crew in attendance. To cover the expenses for the location and firemen, why not have requestees purchase a city permit to safely shoot them off. Doing so without permission would be subject to a predetermined consequence.

In closing, I thank each one of you who work diligently for the benefit of all of us. I greatly appreciate each of you taking the time to read and discuss my request. Due to my recent ankle surgery, attending in person is very difficult.

CITY OF WASHINGTON, IOWA

CLAIMS REPORT FOR JUNE 20, 2017

POLICE	ARNOLD MOTOR SUPPLY	PARTS	122.88
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	43.06
	COBB OIL CO, INC.	FUEL	2,434.88
	JOHN DEERE FINANCIAL	DOG FOOD	21.99
	VERIZON WIRELESS	WIRELESS SERVICE	1,417.14
	WASH CO AUDITOR	JUNE COMMUNICATIONS	20,682.64
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	372.22
		TOTAL	25,094.81
FIRE	ALLIANT ENERGY	SERVICE	42.81
	ARNOLD MOTOR SUPPLY	PARTS	8.76
	BUSINESS RADIO SALES INC	MICROPHONE/RADIO/SUPPLIES	1,731.89
	COBB OIL CO, INC.	FUEL	119.81
	FELD FIRE	BADGES	485.00
	IOWA STATE UNIVERSITY-TREASURER'S OFFI	TRAINING MATERIALS	97.50
	VERIZON WIRELESS	WIRELESS SERVICE	184.17
		TOTAL	2,669.94
DEVELOP SERV	ARNOLD MOTOR SUPPLY	PARTS	35.41
	COBB OIL CO, INC.	FUEL	74.83
	GETZ FIRE EQUIPMENT CO	EXTINGUISHER TRAINING	400.00
	HARRIS, HENRY W.	GRASS ABATEMENT 1303 E 3RD	45.00
	HEDGE ABOVE	GRASS ABATE 1218 N 2ND/633 W 2ND	297.50
	VERIZON WIRELESS	WIRELESS SERVICE	262.82
	WAL-MART	OFFICE SUPPLIES & SUPPLIES	399.99
		TOTAL	1,515.55
LIBRARY	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
	ALLIANT ENERGY	SERVICE	1,447.11
	AMAZON	LIBRARY MATERIALS	440.65
	BAKER & TAYLOR	LIBRARY BOOKS	823.69
	FAREWAY STORES	PROGRAMS	25.78
	GALE/CENGAGE LEARNING	WESTERNS	36.34
	GAZETTE COMMUNICATIONS INC	SUBSCRIPTION	322.40
	GLASPIE, BRANDI	FACE PAINTING	80.00
	M & M KOTE-IT	ROOF CLEANING	1,050.00
	MEDIACOM	LIBRARY SERVICE	306.32
	SENTIMENTAL PRODUCTIONS	DVD'S	30.00
	VISA	POSTAGE AND SUPPLIES	446.63
		TOTAL	5,052.92
	PARKS	ACCO	FOUNTAIN CHLORINE
ACTION SERVICES INC		PORTABLE TOILETS	400.00
ALLIANT ENERGY		SERVICE	695.48
COBB OIL CO, INC.		FUEL	954.36
JOHN DEERE FINANCIAL		REPAIR SUPPLIES	110.84
O'REILLY AUTOMOTIVE INC		MOWER BATTERY	24.99
SINCLAIR TRACTOR		PMT TO GATOR FY17	1,550.00
SITLER'S SUPPLIES INC.		BULB	3.00
STOUTNER PROPERTY MAINTENANCE		CENTRAL PARK TREE REMOVAL	575.00
VISA		POOL HEATER PART, SUPPLIES	118.81
WASHINGTON RENTAL		STRING FOR TRIMMER	19.95
		TOTAL	4,619.93
POOL		ALLIANT ENERGY	SERVICE
	VISA	POOL HEATER PART, SUPPLIES	474.67
	YODER, BOB	POOL DIVINIG BOARD REPAIR	48.00
		TOTAL	1,723.63
CEMETERY	ACE-N-MORE	BATTERIES/HARDWARE	23.89

	CINTAS FIRST AID & SAFETY	FIRST AIDE SUPPLIES	64.73
	GREINER DISCOUNT TIRES	TIRE REPAIR	14.45
	JOHN DEERE FINANCIAL	HITCH PINS	9.98
	MARTIN GARDNER ARCHITECTURE	VASES FOR COLUMBARIUM	325.60
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	135.68
		TOTAL	438.65
FINAN ADMIN	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
	ARMSTRONG HEATING & AIR CONDITIONING I	AIR CONDITIONER MAINTENANC	136.37
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	140.86
	FAREWAY STORES	SUPPLIES	101.08
	GOOGLE INC	MONTHLY SERVICE	1,700.00
	IOWA CITY/COUNTY MANAGEMENT ASSOC.	MEMBERSHIP RENEWAL	150.00
	PIP PRINTING	ENVELOPES	167.37
	PITNEY BOWES GLOBAL FINANCIAL SERVICES	EQUIPMENT LEASE	355.77
	VERIZON WIRELESS	WIRELESS SERVICE	134.09
	VISA	LODGING/MEAL	185.00
	WAL-MART	OFFICE SUPPLIES & SUPPLIES	3.70
	WASH COUNTY MINIBUS	LOST- JUNE 2017	16,762.71
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	1,023.85
		TOTAL	20,904.80
AIRPORT	AIR DR	NEW HEAT PUMP	2,570.00
	ALLIANT ENERGY	SERVICE	682.82
	EASTERN AVIATION FUELS INC	FUEL	35,153.41
	HALO BRANDED SOLUTIONS	ADD GIVE AWAY PLANES	610.14
	KCII	RADIO ADVERTISING	220.80
	VERIZON WIRELESS	WIRELESS SERVICE	25.94
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	178.14
		TOTAL	39,441.25
ROAD USE	ARNOLD MOTOR SUPPLY	PARTS	280.33
	CHEMSEARCH	DIESEL GUARD	333.33
	COBB OIL CO, INC.	FUEL	750.47
	GARD SPECIALISTS CO INC	SUPPLIES	259.27
	JOHN DEERE FINANCIAL	SUPPLIES	3.68
	S & G MATERIALS	RECYCLING ASPHALT	230.78
		TOTAL	1,857.86
STREET LIGHTING	ALLIANT ENERGY	SERVICE	472.82
		TOTAL	472.82
SIDEWALK REPAIR/REPLACE	GIERKE ROBINSON CO., INC	WARNING DOMES	200.00
		TOTAL	200.00
TREE COMMITTEE	BAILEY NURSERIES	TREES	3,709.74
	IOWA CITY LANDSCAPING	TREES	5,074.93
	MCCONNELL, MARDE	TREES & CONTAINERS	815.76
	WASHINGTON EVENING JOURNAL	ADVERTISING-TREE GIVEAWAY	163.63
		TOTAL	9,764.06
LIBRARY GIFT	FAREWAY STORES	PROGRAMS	24.53
		TOTAL	24.53
WATER PLANT	ALLIANT ENERGY	SERVICE	6,580.71
	FERGUSON WATERWORKS# 2516	BATTERIES FOR READERS/SUPPLIES	309.61
	HACH COMPANY	CHLORINE	470.73
	HUPP ELECTRIC MOTOR	MOTOR & REPAIR	2,398.30
	STATE HYGIENIC LAB	TESTING	100.00
	STREFF, ROSE	MILEAGE REIMB	2.62
	VERIZON WIRELESS	WIRELESS SERVICE	52.05
	VISA	IOWA DNR PAYMENTS	240.00

WASHINGTON ELECTRIC INC.	SERVICE ON CHLORINE ALARM	947.50
WATER SOLUTIONS UNLIMITED	CHEMICALS	1,870.00
WINDSTREAM IOWA COMMUNICATIONS	SERVICE	55.44
	TOTAL	13,026.96

WATER DIST

ACE-N-MORE	PAINT	37.31
COBB OIL CO, INC.	FUEL	671.75
COLMAN, DENNIS	BOOT REIMBURSEMENT	100.00
JOHN DEERE FINANCIAL	GLOVES	19.99
VERIZON WIRELESS	WIRELESS SERVICE	150.04
VISA	7 RENEWALS FOR WATER LICEN	420.00
WINDSTREAM IOWA COMMUNICATIONS	SERVICE	90.85
	TOTAL	1,489.94

SEWER PLANT

ALLIANT ENERGY	SERVICE	77.09
ATCO INTERNATIONAL	PLANT CHEMICALS	399.60
CALIFORNIA CONTRACTORS SUPPLIES INC	SAFETY GLOVES	149.40
COBB OIL CO, INC.	FUEL	352.19
HUPP ELECTRIC MOTOR	HOIST INSPECTION	840.00
JOHN DEERE FINANCIAL	SPRAYER PUMP/MOWER BLADE	123.05
SMITH & LOVELESS INC.	PARKSIDE LIFT STATION PUMP	513.77
STATE HYGIENIC LAB	TESTING	19.50
SUEZ TREATMENT SOLUTIONS, INC.	UV LAMPS	1,625.00
SUPPLY WORKS	HVAC FILTERS	103.20
TIFCO INDUSTRIES	SHOP SUPPLIES	50.94
VERIZON WIRELESS	WIRELESS SERVICE	183.28
VISA	DNR FEES AND SUPPLIES	394.38
WASHINGTON LUMBER	UNDERPASS BLDG REPAIR	5.57
WINDSTREAM IOWA COMMUNICATIONS	SERVICE	249.62
	TOTAL	5,086.59

SEWER COLLECT

ARNOLD MOTOR SUPPLY	PART	78.21
COBB OIL CO, INC.	FUEL	441.24
COUNTY MATERIALS CORP	PARTS	2,160.00
UTILITY EQUIPMENT CO	REPAIR PARTS	91.79
VERIZON WIRELESS	WIRELESS SERVICE	96.31
WAL-MART	OFFICE SUPPLIES & SUPPLIES	59.87
WINDSTREAM IOWA COMMUNICATIONS	SERVICE	90.85
	TOTAL	3,018.27

SANITATION

JASPERING, JORDAN	REFUND-ANNUAL TRASH STICKE	52.50
LUKE WASTE MANAGEMENT	CLEANUP ON SQUARE SERV	343.50
	TOTAL	396.00

TOTAL	136,798.51
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**CITY OF WASHINGTON, IA
VISA Card Charges - 2017**

CLAIMS REPORT 06/20/2017

PARKS/POOL

AMAZON - PIPE THREAD TAPE
UJI*ARCHERS - UHAUL RENTAL FOR FLOWERS
TRUEVALUE.COM - 10 RAINDRIP DRIP WATERING STREAM SPRAY BUBBLER AND STAKE
PARTSHHEATINGCOM - POOL HEATER PART

12.26
87.19
19.36
474.67

LIBRARY/LIBRARY GIFT

ENDICIA FEES - POSTAGE FEE
PAYPAL*ELM USA- DISC CLEANER SUPPLIES
USPS POSTAGE - POSTAGE
WALMART - SUMMER READING
WALMART - SUMMER READING
WALMART - JANITORIAL TOWELS
CREDIT VOUCHER

9.95
77.20
200.00
70.84
91.64
12.00
(15.00)

593.48

WATER PLANT

IA DNR FEES AND PAYMENTS - LICENSE RENEWAL - MCCLEARY AND WELLINGTON

240.00

WATER DIST

IA DNR FEES & PMTS - LICENSE RENEWAL - BELL,KLEESE,BRINNING,GLANDON,CRONE,WIBSTAD,SAMO

446.63

SEWER PLANT

IA DNR FEES AND PAYMENTS - LICENSE RENEWAL - DOGGETT, WHISLER, TURNER
WALMART - SUPPLIES

240.00
240.00
154.38

420.00

FINAN ADMIN

ACT*FORT DODGE HISTORI - LODGING FOR STATE HISTORICAL PRESERVATION CONFERENCE - MAYOR
BUFFALO WILD WINGS - MEALS FOR FIRE STATION COMMITTEE ON TOURS 6/7/17

85.00
100.00

394.38

185.00

-

-

-

-

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
MAY 31, 2017

FUND	5/1/2017 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	5/31/2017 ENDING CASH BALANCE
001-GENERAL FUND	1,591,605.99	79,771.80	-	286,522.36	-	1,384,855.43
002-AIRPORT FUND	256,117.63	17,394.88	-	6,866.00	-	266,646.51
010-CHAMBER REIMBURSEMENT	1,265.64	5,362.39	-	4,726.73	-	1,901.30
011-MAIN STREET REIMBURSEMENT	1,765.29	4,253.07	-	3,772.08	-	2,246.28
012-WEDG REIMBURSEMENT	(11,652.83)	18,750.00	-	5,539.60	-	1,557.57
110-ROAD USE	827,967.78	58,696.06	-	55,740.21	-	830,923.63
112-EMPLOYEE BENEFITS	-	13,007.66	-	13,007.66	-	-
114-EMERGENCY LEVY	-	1,159.06	-	1,159.06	-	-
121-LOCAL OPTION SALES TAX	-	57,398.88	-	57,398.86	-	0.02
125-UNIF COMM UR-NE IND	-	7,671.60	-	-	-	7,671.60
129-SC RES UR	14,502.11	2,111.68	-	-	-	16,613.79
132-UNIF COMM UR - EBD	37,110.61	-	-	25,058.75	-	12,051.86
133-UNIF COMM UR-IRE	34,099.96	-	-	-	-	34,099.96
134-DOWNTOWN COMM UR	7,573.61	-	-	-	-	7,573.61
145-HOUSING REHABILITATION	41,210.80	-	-	-	-	41,210.80
146-LMI TIF SET-ASIDE	62,756.80	-	-	-	-	62,756.80
200-DEBT SERVICE	796,131.22	281,712.24	-	1,087,289.62	-	(9,446.16)
300-CAPITAL EQUIPMENT	110,686.18	2,140.00	-	2,064.74	-	110,761.44
301-CAPITAL PROJECTS FUND	21,092.19	52,821.81	-	7,622.99	-	66,291.01
305-RIVERBOAT FOUND CAP PROJ	290,972.35	13.09	-	-	-	290,985.44
308-INDUSTRIAL DEVELOPMENT	41,063.80	29.17	-	-	-	41,092.97
309-MUNICIPAL BUILDING	770,408.30	43,085.74	-	-	-	813,494.04
310-WELLNESS PARK	44,488.61	-	-	-	-	44,488.61
311-SIDEWALK REPAIR & REPLACE	45,172.79	-	-	796.60	-	44,376.19
312-TREE REMOVAL & REPLACE	29,179.67	-	-	25.00	-	29,154.67
510-MUNICIPAL BAND	1,018.70	3,005.00	-	-	-	4,023.70
520-DOG PARK	4,907.85	11.00	-	-	-	4,918.85
530-TREE COMMITTEE	14,647.22	529.69	-	106.78	-	15,070.13
540-POLICE FORFEITURE	1,434.99	-	-	-	-	1,434.99
545-SAFETY FUND	400.00	-	-	-	-	400.00
550-PARK GIFT	151,342.44	8.91	-	-	-	151,351.35
570-LIBRARY GIFT	243,772.35	2,122.13	-	1,307.83	-	244,586.65
580-CEMETERY GIFT	16,380.00	25.00	-	-	-	16,405.00
590-CABLE COMMISSION	8,761.14	-	-	-	-	8,761.14
600-WATER UTILITY	1,200,252.59	141,374.32	-	219,791.88	-	1,121,835.03
601-WATER DEPOSIT FUND	24,265.00	1,200.00	-	1,875.00	-	23,590.00
603-WATER CAPITAL PROJECTS	43,125.79	-	-	19,952.80	-	23,172.99
610-SANITARY SEWER	1,039,942.26	175,371.41	-	165,494.50	-	1,049,819.17
613-SEWER CAPITAL PROJECTS	281,654.63	-	-	1,319.50	-	280,335.13
670-SANITATION	145,010.01	32,181.37	-	33,214.64	-	143,976.74
950-SELF INSURANCE	184,704.21	2,321.97	-	7,996.23	-	179,029.95
951-UNEMPLOYMENT SELF INS	17,046.34	375.92	-	10,706.23	-	6,716.03
TOTAL BALANCE	8,392,184.02	1,003,905.85	-	2,019,355.65	-	7,376,734.22

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	1,377,043.31 (1)	0.01%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,310.09	0.01%
Investment in IPAIT	2,165,490.93	0.01%
Wash St - Farm Mgmt Acct	73,430.69	
Wash St Bank - CD - 1/9/13 - renewed	500,000.00	0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00	0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	0.85%
CBI Bank & Trust - CD - 10/8/2015	503,109.20	1.25%
Wash St Bank - CD 02/23/2017	500,000.00	1.25%
Wash St Bank - CD 03/09/2017	500,000.00	1.25%
TOTAL CASH IN BANK	7,376,734.22	

(1) Washington State Bank	1,426,660.64
Outstanding Deposits & Checks	(49,617.33)
	<u>1,377,043.31</u>

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
MAY 31, 2017

FUND	7/1/2016 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	5/31/2017 ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	3,502,071.78	-	3,117,216.35	-	1,384,855.43
002-AIRPORT FUND	225,517.92	266,113.89	-	224,985.30	-	266,646.51
010-CHAMBER REIMBURSEMENT	1,054.05	52,555.99	-	51,708.74	-	1,901.30
011-MAIN STREET REIMBURSEMENT	632.45	45,363.62	-	43,749.79	-	2,246.28
012-WEDG REIMBURSEMENT	-	70,977.11	-	69,419.54	-	1,557.57
110-ROAD USE	810,566.76	908,010.51	-	887,653.64	-	830,923.63
112-EMPLOYEE BENEFITS	-	676,629.81	-	676,629.81	-	-
114-EMERGENCY LEVY	-	58,358.18	-	58,358.18	-	-
121-LOCAL OPTION SALES TAX	-	718,031.25	-	718,031.23	-	0.02
125-UNIF COMM UR-NE IND	-	46,845.60	-	39,174.00	-	7,671.60
129-SC RES UR	-	32,707.58	-	16,093.79	-	16,613.79
132-UNIF COMM UR - EBD	-	38,669.36	-	26,617.50	-	12,051.86
133-UNIF COMM UR-IRE	-	66,663.43	-	32,563.47	-	34,099.96
134-DOWNTOWN COMM UR	629.22	12,290.77	-	5,346.38	-	7,573.61
145-HOUSING REHABILITATION	51,031.80	-	-	9,821.00	-	41,210.80
146-LMI TIF SET-ASIDE	56,983.87	5,772.93	-	-	-	62,756.80
200-DEBT SERVICE	4,963.94	1,182,379.60	-	1,196,789.70	-	(9,446.16)
300-CAPITAL EQUIPMENT	291,396.04	3,350.00	-	183,984.60	-	110,761.44
301-CAPITAL PROJECTS FUND	718,877.81	2,089,286.98	-	2,741,873.78	-	66,291.01
305-RIVERBOAT FOUND CAP PROJ	94,827.75	306,157.69	-	110,000.00	-	290,985.44
308-INDUSTRIAL DEVELOPMENT	478,750.29	84,214.27	-	521,871.59	-	41,092.97
309-MUNICIPAL BUILDING	626,831.76	195,018.28	-	8,356.00	-	813,494.04
310-WELLNESS PARK	25,569.41	18,919.20	-	-	-	44,488.61
311-SIDEWALK REPAIR & REPLACE	63,332.31	-	-	18,956.12	-	44,376.19
312-TREE REMOVAL & REPLACE	15,000.00	30,000.00	-	15,845.33	-	29,154.67
510-MUNICIPAL BAND	1,018.70	3,005.00	-	-	-	4,023.70
520-DOG PARK	4,420.76	655.00	-	156.91	-	4,918.85
530-TREE COMMITTEE	7,458.99	15,514.69	-	7,903.55	-	15,070.13
540-POLICE FORFEITURE	486.75	948.24	-	-	-	1,434.99
545-SAFETY FUND	700.00	-	-	300.00	-	400.00
550-PARK GIFT	149,393.47	3,541.92	-	1,584.04	-	151,351.35
570-LIBRARY GIFT	26,542.94	231,607.51	-	13,563.80	-	244,586.65
580-CEMETERY GIFT	43,572.06	25.00	-	27,192.06	-	16,405.00
590-CABLE COMMISSION	8,761.14	-	-	-	-	8,761.14
600-WATER UTILITY	1,142,357.16	1,584,317.17	-	1,604,839.30	-	1,121,835.03
601-WATER DEPOSIT FUND	20,740.00	19,350.00	-	16,500.00	-	23,590.00
603-WATER CAPITAL PROJECTS	-	898,245.94	-	875,072.95	-	23,172.99
610-SANITARY SEWER	680,392.61	1,949,716.19	-	1,580,289.63	-	1,049,819.17
612-SEWER SINKING	-	234,345.00	-	234,345.00	-	-
613-SEWER CAPITAL PROJECTS	207,445.04	300,000.00	-	227,109.91	-	280,335.13
670-SANITATION	126,556.87	418,684.28	-	401,264.41	-	143,976.74
910-LIBRARY TRUST	218,673.55	-	-	218,673.55	-	-
950-SELF INSURANCE	175,016.97	69,663.81	-	65,650.83	-	179,029.95
951-UNEMPLOYMENT SELF INS	109.67	19,554.59	-	12,948.23	-	6,716.03
TOTAL BALANCE	7,279,612.06	16,159,562.17	-	16,062,440.01	-	7,376,734.22

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	1,377,043.31 (1)	0.01%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,310.09	0.01%
Investment in IPAIT	2,165,490.93	0.01%
Wash St - Farm Mgmt Acct	73,430.69	
Wash St Bank - CD - 1/9/13 - renewed	500,000.00	0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00	0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	0.85%
CBI Bank & Trust - CD - 10/8/2015	503,109.20	1.25%
Wash St Bank - CD 02/23/2017	500,000.00	1.25%
Wash St Bank - CD 03/09/2017	500,000.00	1.25%
TOTAL CASH IN BANK	7,376,734.22	

(1) Washington State Bank	1,426,660.64
Outstanding Deposits & Checks	(49,617.33)
TOTAL	1,377,043.31

DB #	MAY 2017 ADDRESS	Ward	Complainant	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status
1	202 E Main St	2	city	2 mattresses at curb	1-May	1-May	hanger	8-May			MH	CLOSED
2	614 E 2nd St	2	city	couch at curb	8-May	8-May	hanger				MH	CLOSED
3	1005 N 5th Ave	2	city	tail grass	8-May	8-May	hanger				MH	CLOSED
4	302 S 2nd Ave	3	city	tail grass	8-May	8-May	phone			HWH Lawn Care to abate 5-8-17	MH	ABATED
5	115 McCreeby Drive	3	city	inoperable car rear yard	8-May	10-May	letter			5-30-17 owner called said will be gone soon	MH	CLOSED
6	119 E Polk St	3	city	inoperable car in driveway tail tires	8-May	10-May	letter				MH	CLOSED
7	308 W Jefferson St	4	city	tail grass and weeds	8-May	9-May	letter			truck DL 5-31 Junk DL 5-19 step 2 letter DL 6-21 called Chris Boshart. He will check both his properties foreclosure 1-800-457-5105 HWH to abate 5-11-17 5/15-called Marks-left message-5/15-talked to Mark-get it today HWH will take care of for owner	SED	open
8	702 N 4th Ave	2	city	tail grass trash base front porch junk rear yard	9-May	9-May	phone call				MH	CLOSED
9	1303 E 3rd St	2	city	tail grass	9-May	9-May	hanger				MH	ABATED
10	417 E Main St	2	city	trash bags by garage	9-May	9-May	hanger			foreclosure 1-319-364-0242 HWH to abate 5-11-17	MH	ABATED
11	807 S 2nd Ave	2	citizen	shrubs growing over sidewalk	9-May	11-May	phone			813-387-1100 foreclosure Hedge above to abate 5-17-17	MH	CLOSED
12	303 N Ave. B	2	city	tail grass	11-May	11-May	hanger				MH	CLOSED
13	1317 E 3rd St	2	city	tail grass	11-May	11-May	hanger				MH	CLOSED
14	615 E 2nd St	2	city	tail grass	11-May	11-May	hanger				MH	CLOSED
15	602 E Madison St	3	city	tail grass	11-May	11-May	hanger				MH	CLOSED
16	426 S 3rd Ave	3	city	tail grass	11-May	11-May	hanger				MH	CLOSED
17	518 S 8th Ave	3	city	car on grass	11-May	11-May	hanger				MH	CLOSED
18	715 E Madison St	3	city	trash bags in and by patio	11-May	11-May	hanger				MH	CLOSED
19	672 E Jefferson St	3	city	trash bags at street no stickers	11-May	11-May	hanger				MH	CLOSED
20	2 lots west of 716 W 3rd	1	citizen	tail grass. They do not use for hay	10-May	15-May	letter			5-15-17 grass is mowed called owner he will take care of it	MH	CLOSED
21	631 S Ave. B	4	citizen	tail grass and weeds	12-May	15-May	letter				MH	CLOSED
22	595 N Iowa Ave	1	city	tv at curb	15-May	15-May	phone				MH	CLOSED
23	509 E 3rd St	1	city	trash bags at street no stickers	15-May	15-May	hanger				MH	CLOSED
24	903 E 3rd St	2	city	trash bags at street no stickers	15-May	15-May	hanger				MH	CLOSED
25	613 S Ave. B	4	city	trash bags at street no stickers	15-May	15-May	hanger				MH	CLOSED
26	925 E 3rd St	2	city	trash bags at street no stickers	15-May	15-May	hanger			5-22-17 PD to deliver step 3 letter 5-25-17 DL	MH	CLOSED
27	509 S Ave B	4	city	tail grass	15-May	15-May	hanger				MH	CLOSED
28	633 W 2nd St	4	city	tail grass	15-May	15-May	hanger			Foreclosure-Mortgage Contracting Services 813-387-1100 ext 7793	MH	CLOSED
29	702 W 2nd St	4	city	tail grass	15-May	15-May	hanger				MH	CLOSED
30	302 W 2nd St	1	city	tail grass	15-May	15-May	hanger				MH	CLOSED
31	1024 N Marion Ave	1	city	tail grass	15-May	15-May	hanger				MH	CLOSED
32	1011 N Iowa Ave	1	city	tail grass	15-May	15-May	hanger				MH	CLOSED
33	1014 N Iowa Ave	1	city	tail grass	15-May	15-May	hanger				MH	CLOSED
34	719 N Ave B	1	city	tail grass	15-May	15-May	hanger				MH	CLOSED
35	300 E Main St	2	city	tail grass	15-May	15-May	hanger				MH	CLOSED
36	102 N 7th Ave	2	city	tail grass	16-May	16-May	hanger				MH	CLOSED
37	709 E Jefferson St	2	city	tail grass	16-May	16-May	hanger				MH	CLOSED
38	403 E Madison St	3	city	tail grass	16-May	16-May	hanger				MH	CLOSED
39	709 S 3rd Ave	4	city	tail grass	16-May	16-May	hanger				MH	CLOSED
40	520 S 2nd Ave	4	city	tail grass	16-May	16-May	hanger				MH	CLOSED
41	947 S 2nd Ave	4	city	tail grass	16-May	16-May	hanger				MH	CLOSED
42	815 S Iowa Ave	4	city	tail grass	16-May	16-May	hanger				MH	CLOSED
43	700 S 6th Ave	3	city	mattress at street	16-May	16-May	hanger				MH	CLOSED
44	620 S Iowa Ave	4	city	tail grass no trees brush	16-May	17-May	letter				MH	CLOSED
45	1008 E 3rd St	2	city	tail grass	17-May	17-May	hanger				MH	CLOSED
46	1324 N Marion Ave	1	city	bes springs by garage cabinet on porch	17-May	17-May	hanger			5-30-17 Hedge above to abate	MH	CLOSED
47	1203 N Marion Ave	1	city	tail grass	17-May	17-May	hanger				MH	CLOSED
48	221 N Ave D	1	city	tail grass	17-May	17-May	hanger				MH	CLOSED
49	433 E Washington St	2	city	trash bags behind house	17-May	18-May	hanger				MH	CLOSED
50	331 N 4th Ave	1	city	tail grass	18-May	18-May	letter				MH	CLOSED
51	404 E Washington St	2	city	grass-weeds around utility pole	18-May	22-May	letter			5-30-17 Hedge Above to abate	MH	ABATED
52	1218 N 2nd Ave	3	city	tail grass	22-May	22-May	hanger				MH	CLOSED
53	415 E Madison St	3	city	tail grass	22-May	22-May	hanger				MH	CLOSED
54	421 E Madison St	3	city	tail grass	22-May	24-May	hanger				MH	CLOSED
55	410-414 S 2nd St	3	city	tail grass	24-May	24-May	phone			Talked to Nick Paha. They will go and take a look at it	SED	CLOSED
56	Red Bear Daycare	1	citizen	tail grass/weeds	26-May	24-May	hanger			5-30-17 checked out has been cleaned up	MH	ABATED
57	633 W 2nd St	3	citizen	tail grass/weeds	26-May	24-May	hanger				MH	CLOSED
58	431 E Madison St	3	citizen	trash and junk piled up by west side of house	25-May	30-May	hanger				MH	CLOSED
59	924 E 3rd St	2	city	trash bags at street no stickers	30-May	30-May	hanger				MH	CLOSED
60	317 E Main St	2	city	trash bags at street no stickers	30-May	30-May	hanger				MH	CLOSED
61	305 E Madison St	3	city	trash bags in driveway	30-May	30-May	hanger				MH	CLOSED
62	1109 E 3rd St	2	city	trash bags at street no stickers	30-May	30-May	hanger				MH	CLOSED
63	518 S Ave. F	4	city	tail grass	30-May	30-May	hanger			house unoccupied letter to owner	MH	CLOSED
64	2218 25th St	4	city	tail grass	30-May	30-May	hanger				MH	CLOSED
65	310 N Ave D	1	city	microwave art street	30-May	30-May	hanger				MH	CLOSED
66	106 W 17th St	1	city	tail grass	30-May	31-May	letter				MH	CLOSED
67	109 E Main St	1	citizen	old sump canopy	24-May	31-May	letter			6/6-Don called. He will get it taking care of.	SED	open
68	723 N 2nd Ave	1	city	hedge growing into alley	31-May	31-May	hanger				MH	CLOSED
69	513 S 8th Ave	3	city	tail grass	31-May	31-May	hanger				MH	CLOSED
70	910 E Adams	3	city	trash bags on patio	31-May	31-May	hanger				MH	CLOSED
71	723 S Ave C	4	city	car on grass	22-May	22-May	letter				MH	CLOSED



205 West Main Street ▪ Washington, IA 52353 ▪ (319) 653-3918 ▪ Fax (888) 833-3529

June 16, 2017

City of Washington
Washington City Council
215 E Washington Street
Washington, IA 52353

Dear Council Members,

Main Street Washington is working on a new event for Fall and wanted to inform you of our plans. Our businesses around Downtown would like to host a wine tasting event that would stroll from business to business. Participants would purchase a commemorative wine glass (made of plastic) that would be used for the tastings within the stores, dumped, rinsed, and then carried along to the next stop. No strolling wine outside the businesses.

We would require participants to purchase a commemorative glasses in advance and will have a pick up location to start the evening:

- A) We can then verify age they registered under against their id and wristband them
- B) No glass & wristband, no tasting wine.

At each tasting location we will have free water bottles provided for participants and are asking each business to provide hors d'oeuvres to pair with the wine. They will also have dump/rinse stations so any un-consumed wine can be dumped out and glasses rinsed clean before they move onto the next location. There will be no selling of full glasses of wine, only tasting pours (no more than 1-2 ounces). We will also work up a punch card system that denotes when each participant has had their tasting. We're hoping to attract local vineyards to do the tastings, however if we do not have enough interest we will assign a single varietal per business.

We're planning the event for Thursday, September 28th from 6-8 pm. Farmer's Market is also that evening, so we'll make sure to keep the crosswalk signs out until we're done. We met with both Brent Hinson and Lt. Ron See on Thursday June 8th to discuss any issues from the public safety side. They have identified none and were satisfied with the plan for glasses, wristbands, etc.

Thank you so much,

A handwritten signature in black ink that reads "Sarah". The signature is written in a cursive, flowing style.

Sarah Grunewaldt, Executive Director
Main Street Washington

*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 12, 2017

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

From: Brent Hinson
City Administrator

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

Re: Southeast Basin I/I Task Order

Attached is a task order from FOX for the work needed to design improvements to reduce inflow/infiltration (I/I) in our system. We have \$1 million in total budgeted funds available for this project (we plan to initiate bond proceedings on the bulk of this in Spring 2018, but have \$200,000 budgeted out of the Sewer Fund for investigation, design and other work). If everything proceeds as planned, we should be able to construct these improvements in the 2018 construction season.

Task Order

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

Specific Project Data

- A. Title:** SE Basin I&I Reduction Project - Washington, Iowa
- B. Description:** This project includes design, permitting, bidding, and construction services for rehabilitation of aging sanitary sewer infrastructure as well as storm sewer improvements to remove storm sewer connections from the sanitary sewer system in the city of Washington, Iowa. FOX Engineering will provide professional engineering services associated with the rehabilitation project. It is anticipated that the rehabilitation project will include cast-in-place (CIPP) sewer pipe lining for sanitary sewers 8-inches and larger, spot repairs of sanitary sewer pipes, manhole repairs and replacement, storm sewer improvements, and associated general work. The City of Washington has budgeted a total project cost of approximately \$1,000,000 for this work.

This Task Order includes design and construction engineering services related to the collection system I&I reduction project, most generally located in the Southeast Drainage Basin.

1. **Services of Engineer** - Services of Engineer for this Task Order No. 2045-17A shall be as per Exhibit A of the Master Agreement except as modified below (*Paragraph and Sub-paragraph numbering below coincides with the particular Paragraph and Sub-paragraph numbering of Exhibit A of the Master Agreement for which modifications are hereby made*):

Part 1 -- Basic Services

A1.01 Study and Report Phase – This phase is not applicable (not included in this Task Order).

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

1. Engineer will develop an I&I reduction project to generally meet the project budget as described in the project description of approximately \$1,000,000.
2. Engineer will complete a topographic survey for manhole replacements and verify manhole observations completed by the Owner for rehabilitation manholes. Observation data completed by the city and verification by the Engineer using the report "*Southeast Basin Sanitary Sewer System Evaluation*" will be used to further identify manholes needing to be lined and/or replaced. Approximately 68 manholes may be rehabilitated as part of this project, of which the final quantity and location will be determined as part of the preliminary design. The city will be responsible for opening manholes during field visits.
3. The Engineer will provide preliminary design for storm sewer improvements as included in the scoping study dated January 12, 2017.
4. The Engineer will use information gathered in the report "*Southeast Basin Sanitary Sewer System Evaluation*" from televising reviews to determine the sanitary sewer segments in need of point repairs and CIPP. It is anticipated that the grading system used in this report will allow for incorporation of some or all of the class 5 and 4 sanitary sewer pipe repairs, depending on available budget, in the CIPP improvements.

5. The Engineer will perform management and supervision of Engineer's project staff and coordination with Owner staff during preliminary design.
6. The Engineer will review available televising video to plan and evaluate up to 10,000 linear feet of sanitary sewer to receive rehabilitation.
7. The Engineer will provide the owner mapping that indicates the project area including CIPP lining pipe segments, point repairs, manhole rehabilitation structures, and manhole replacements. In addition, mapping may indicate areas requiring other forms of rehabilitation.
8. The Engineer will advise the Owner on the need for geotechnical investigations. Geotechnical investigations will be performed by others under a separate contract with the Owner.
9. The Engineer will provide the city three copies of the mapping and preliminary design phase plans and specification documents for review and comment.
10. The Engineer will attend a progress meeting with City staff to review the phase deliverables.

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

1. Work under this item includes the final design, plans, and specifications for the rehabilitation methods selected to provide rehabilitation to the sanitary sewer pipes and manholes as determined in A1.02 Preliminary Design.
2. The Engineer shall determine if traffic control is necessary for storm sewer improvements, and if necessary, the Engineer shall provide a traffic control plan with the Bidding Documents.
3. FOX will include an IDNR SWPPP if necessary for construction.
4. FOX will provide the city three copies of the plans and specifications for review and comment.
5. FOX will submit an Iowa Department of Natural Resources Wastewater Construction Permit, and supporting documentation, for the project.
6. FOX will provide an opinion of probable construction costs for the planned improvements.
7. FOX will provide the city three copies of the final plans and specifications.
8. One construction bid package (one prime contract) is assumed for the project.
9. FOX will attend one progress meeting with City staff to review the phase deliverables.

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

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

5. FOX will review bids and submit a recommendation to the city based on the bids received.
6. If the project is awarded by the Owner, FOX will prepare construction contract forms to be executed by the Contractor and Owner.

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

1. RPR Services will be provided by the Engineer on a part-time basis. The hourly estimated fees are based on 8 months with an average of one to two days a week and/or as the work dictates and as approved by the Owner with a total of up to 400 hours.
2. Engineer shall provide construction staking services in general conformance with SUDAS for storm sewer improvement projects.
3. Engineer shall attend and administer the preconstruction meeting and up to 8 progress meetings and/or site visits. Additional progress meetings and/or site visits may be performed as additional expense as approved by the Owner.
4. Once the work is substantially complete, the Engineer shall make one site visit and prepare a punch list for items to be completed prior to final acceptance of the project.
5. Construction phase services are based on a construction duration of 6 months.
6. Exhibit D shall apply to this project in its entirety.
7. FOX will complete construction staking for construction services related to the separation of the storm sewer from the sanitary sewer in the vicinity of N. 4th Avenue as generally included in the scoping study dated January 12, 2017.

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

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

Part 2 -- Additional Services

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

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

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

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

B.2.01. Add the following paragraphs:

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

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

Engineer and Owner are aware that there are factors outside the Engineer’s control that may affect the Engineer’s schedule for completing the services to be provided under this Agreement. The Engineer shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

Phase	Anticipated Time to Complete
Preliminary Design Phase	90 Days
Final Design Phase	60 Days
Bidding or Negotiating Phase	60 Days
Construction Phase	8 Months (estimated)
Post-Construction Phase	To be Determined

4. Payments to Engineer for Services and Reimbursable Expenses

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

Basic Services	Fee Basis	Amount
Preliminary Design Phase	Lump Sum	\$57,100
Final Design Phase	Lump Sum	\$29,500
Bidding Phase	Lump Sum	\$8,500
Construction Administration	Lump Sum	\$29,800
Construction Observation	Standard Hourly Rates ¹	\$46,100
Construction Staking	Standard Hourly Rates ¹	\$8,500
Post Construction Record Drawings	Lump Sum	\$5,700

Total Lump Sum Fee: \$130,600
 Total Estimated Hourly Fee: \$54,600
Total Estimated: \$185,200

Notes:

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

5. Engineer’s Consultants:

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

6. Other Modifications to Master Agreement:

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

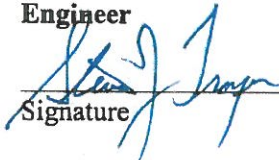
7. Attachments – Rate Schedule.

8. Documents Incorporated By Reference – Master Agreement between Owner and Engineer for Professional Services dated May 1, 2013. Engineer draft report “Southeast Basin Sanitary Sewer System Evaluation” dated November 2016. North 4th Avenue Scoping Study dated January 12, 2017.

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

The Effective Date of this Task Order is _____, 2017.

Engineer


Signature

6-1-17
Date

Steve Troyer, P.E.
Name

Principal
Title

Owner

Signature

Date

Name

Title

Authorized Representative for Task Order:

Steven P. Soupir, P.E.
Name

Project Manager
Title

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

sps@foxeng.com
E-Mail Address

515-233-0000
Phone

515-233-0103
Fax

Authorized Representative for Task Order:

Brent Hinson
Name

City Administrator
Title

215 E. Washington Street
Address

bhinson@washingtioniowa.net
E-Mail Address

319-653-6584 X134
Phone

319-653-5273
Fax

*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 12, 2017

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "BH", is written over the name "Brent Hinson" in the "From:" field.

Re: Wellness Park Engineering

As previously discussed, attached is an engineering proposal from MSA Professional Services for the Wellness Park design. This proposal comes to you with a positive recommendation from the Wellness Park Committee. We are looking forward to getting moving on this process.



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021
Tel: (515) 635-3401
Fax: (515) 964-4003
www.msa-ps.com

June 12, 2017

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

Re: Washington Wellness Park

Dear Brent:

It was great to speak with you and your colleagues to review the background and goals of the Washington Wellness Park Project. It is obvious the City of Washington understands the importance of proper recreational facilities to support the quality of life of its residents and promote their health and well-being.

I will serve as your project manager and primary point of contact for the project. The MSA Professional Services (MSA) team we have assembled offers project experience, leadership and expertise that will provide the City with the technical information needed allow Staff and City Council to effectively assess and consider both short- and long-term opportunities for the Wellness Park property and select with the most appropriate options for Washington.



MSA exists to enable people to positively impact the lives of others. This project is a real opportunity for us to deliver on that promise. We look forward to partnering with the City to design a recreational space that will positively impact Washington residents and visitors for decades to come. We truly believe in building partnerships as opposed to simply building projects and moving on. It would be our pleasure and privilege to work alongside your community as you take on this important and impactful project.

We welcome the opportunity to further discuss your needs and our approach. Please do not hesitate to contact me directly at (515) 635-3401 or cjanson@msa-ps.com.

Sincerely,

MSA Professional Services, Inc.
Chris Janson, AICP
Project Manager

PROPOSED SCOPE OF WORK

Our approach, involves multiple meetings and interactions with the committee, general public and council in order to develop and refine the concept to achieve the desired end results. Further, during these meetings and interactions, we shall be updating the cost estimates to reflect the decisions and changes that have been made.

Our scope of services includes the following concepts:

1. CONCEPTUAL DESIGN

MSA will initially use publically available aerial photography and LIDAR data and up to two site visits to become familiar with the project area. Key to any successful site planning effort is investigation into the existing property characteristics and its surroundings to identify limitations as well as hidden potential. After collection of background data collection is complete, a kickoff meeting comprised of invested stakeholders, Park Committee and City Staff will be held. To further gather input, a public survey will be developed by MSA and distributed by the City followed by an informational meeting conducted to gather face-to-face feedback regarding recreational needs and opportunities residents are interested in having available to them. A new conceptual plan will be developed to accommodate desired improvements to the park. The work shall be consistent with current land use concepts, existing soccer fields to the north, current recreation trends and adjacent properties.



Amenities prioritized through the planning process will be set on the site in a manner that will attempt to maximize key functionality elements such as vehicle and pedestrian accessibility and diverse recreational needs while minimizing the perceived impact to adjacent properties with an eye toward cost implications.

One component that has been considered by the City in the past and would offer both storm water management and expanded recreational opportunities is a regional pond/wet basin. To evaluate the size of the contributing watershed and the magnitude of the benefit potential, a drainage study for the watershed is recommended as part of the conceptual planning phase. The results of the study will allow the approximate footprint and associated costs for storm water management practices to be incorporated into the Master Site Plan.

MSA's engineers will produce a conceptual level site plan, grading plan and utility layout in order to estimate the budgetary cost of construction for the park improvements and provide these documents for the City's consideration and for budgeting and fundraising efforts.

INFORMATION GATHERING TASKS

1. Meeting #1: Lead initial Kick-Off Meeting. Initial Wellness Park Master Plan, tour existing site and observe site conditions.
2. Open survey to community.
3. Meeting #2: Public Informational Meeting to gather general feedback and input from residents.
4. Review existing plans and data available.

CONCEPTUAL DESIGN

1. Consider other park facilities, parking lots, vehicular traffic, pedestrian and non-motorized traffic circulation, and assess ADA compliance.
2. Consider Lighting, electric systems and other utilities.
3. Watershed drainage study.
4. Develop two (2) diagrammatic site options for physically and aesthetically effective site utilization.
5. Meeting #3: Meet with City Staff, Council and other stakeholders to review the Conceptual Park Plan alternatives and provide direction as to preferred amenities and site layout.
6. Consider use of environmentally sensitive and maintenance friendly design and materials.
7. Consideration to constructability throughout the conceptual stage will occur in our quality assurance/quality control (QA/QC) stages. QA/QC reviews will occur at every stage/milestone of the project.
8. Develop full-color Master Site Plan.
9. Global project budgeting and cost estimates to ensure the scope of the project complies with budget.
10. Meeting #4: Public Informational Meeting to review the Master Park Plan. Based on public, City and Staff comments make minor changes to further refine the plan.
11. Meeting #5: Community/Elected Official meeting with to present Master Park Plan, anticipated project costs and discuss the next steps moving forward.

Goals/Deliverables

- Consensus forming with the City of Washington and other stakeholders.
- Develop probable costs and construction cost estimates.
- Consider operational cost impact for amenities to allow for informed decision making.
- Provide colored electronic copy of final concept plans and drawings

2. PRELIMINARY DESIGN

Once the conceptual design and budget has been reviewed and approved by the City of Washington, the design can move forward in earnest. Background data with a higher level of accuracy will be collected at this time by MSA's survey crew including a boundary and topographic survey of the parcel, collection of utility maps from City staff and private utility companies and other pertinent background information needed to create bid and construction quality documents. MSA will assist the City in their selection of equipment vendors as necessary for items such as playground(s), shade structures and athletic equipment.

MSA's engineers will then develop preliminary site, grading, roadway, landscape and utility plans for the Washington Wellness Park. Estimated construction costs will then be updated based on the refined preliminary plans, quotes from preferred vendors and more accurate background data.

If the preferred conceptual design incorporates a sizeable pond, geotechnical investigations and design of a berm that is likely to exceed thresholds set by the Iowa DNR for a to-be-determined dam hazard classification will be necessary. Having a storm water management feature provide the axillary benefit diverse aquatic life would further the Wellness Park identity as a designation and would encourage park users to interact with the natural environment while offer both recreation and education.

Before moving onto the next step, further feedback will be gathered from the City and potentially Washington residents to ultimately steer the direction of final design and bidding documents.

SURVEY TASKS

- Conduct parcel research to identify existing right-of-way and easements, and to obtain plats of record for the project area and adjacent parcels.
- One (1) site visit to perform reconnaissance required to verify the presence of property pins and to identify existing site cover and conditions.
- Schedule, coordinate, and attend one (1) joint meeting of utilities on-site to discuss project requirements and limits.
- Conduct survey fieldwork to gather existing boundary data and topographic information and existing public and private utility locations as located by Iowa One Call.
- Prepare a base map indicating locations of above ground contours, underground utilities, parcel data, property lines, and contours at 1-foot intervals to document site conditions for the site.
- Prepare any necessary Easement or Acquisition Plats.

ENGINEERING TASKS

- Attend meetings with the City to discuss the civil design elements of the overall project. Issues to be discussed include, but are not limited to; street grades, pavement types and limits, functionality, signage, gating, lighting, and conflicts or challenges.
- Produce a grading plan to effectively direct and convey storm water runoff via overland flow.
- Develop hydrologic model and design storm sewer or culverts.
- Dam related design, analysis and permitting.
- Design roadway profiles and cross-section to allow for vehicle flow and access.
- Evaluate potential pedestrian routes and ADA accessibility for the site and amenities.
- Update Wellness Park site plan by incorporating preliminary design elements as well as Vendor provided details for selected amenities.

VALUE ADDED ADDITIONAL SERVICES

These services are **not** included in the Scope and generally not necessary for this type of project however they may be provided by MSA for a negotiated fee if requested or if required during the design or construction process.

- Topographic Survey, Design or Analysis outside of the defined project area.
- Environmental, Geotechnical, Wetland or Archeological Investigations and Analysis.
- Tree Inventory. Forestry Management evaluation.
- Flood Plain Delineation.

3. FINAL DESIGN

After review of the preliminary design documents, MSA will compile final construction documents, project specifications and public bidding package(s) as necessary. Final construction documents and specifications will then be developed following SUDAS and any relevant City of Washington standards. Opportunities to incorporate sustainable features for all components of the construction will be evaluated as well. A phase approach to construction in addition to various types of in-kind work is anticipated which will require the plan documents to remain flexible until late in the project development. Estimate of the project's probable cost will be compiled from MSA's local background with bidding private sector and municipal projects throughout eastern Iowa.

TASKS

- Attend meetings with the City to finalize the civil design elements of the overall project. Issues to be discussed include, but are not limited to; street grades, pavement types and limits, functionality, signage, gating, lighting, and conflicts or challenges.
- Produce a final grading plan, erosion and sediment control plan, site plan and plan set outlining the proposed roadway, parking lot and public utility plan and profile details.
- Work with City selected Vendors to refine all equipment and structure footprints.
- Develop architectural, structural and foundation plans for restroom/concession building.
- Design ADA compliant access, parking and structures as necessary.
- Complete site lighting plan.
- Complete and submit construction permit applications to the Iowa DNR for Water and Sanitary Sewer extensions.
- Complete and submit on-line required Iowa DNR NPDES General Permit No. 2 on behalf of City.
- Provide Engineer's Estimate of Cost for improvements.

VALUE ADDED ADDITIONAL SERVICES

These services are **not** included in either the Scope and generally not necessary for this type of project however they may be provided by MSA for an additional fee if requested or if required during the design, permitting or construction process.

- Funding Administration.
 - Traffic study.
-

4. BIDDING ASSISTANCE

As required by State of Iowa Code for all public infrastructure projects of this magnitude, Project Bid, Contract and Specification documents will be developed guiding construction. MSA will facilitate the bidding process and attempt to foster as competitive environment as the market and local bidder interest allows.

TASKS

1. Develop Project Specifications and Project Manual per SUDAS, City of Washington standards and Vendor supplied information.
 2. Prepare electronic and hard-copy Plans and Specifications for distribution to Suppliers, Bidders, and interested parties.
 3. Answer Bidder's questions and address relevant modifications with addenda if necessary.
 4. Attend and facilitate Bid Opening, Prepare Tabulation of responsive Bidders, Evaluate Bids for inconsistencies and provide recommendation to City.
-

5. CONSTRUCTION RELATED SERVICES

During construction, we would envision our on-site involvement to include construction staking and limited on-site construction observation and documentation depending on City Staff availability, Contractor qualifications and the City Council direction.

TASKS

1. Facilitate and attend a preconstruction conference.
 2. Facilitate and attend project walk-thru, develop punch list.
 3. Provide control and construction staking for utility and roadway installation.
 4. Provide electronic data and control for GPS capable grading contractor.
 5. Provide onsite construction observation.
 - a. Level of effort and fee is based on an Engineer-in-Training (EIT) level staff on-site 30 hrs/wk. Construction duration is expected to be 20 weeks, however this is highly dependent upon Contractor ability, weather, selected route and many other unforeseeable factors.
-

6. CONSTRUCTION ADMINISTRATION

During construction, we would envision our staff involvement to include minor contract administration depending on City Staff availability, Contractor qualifications and the City Council direction.

TASKS

1. Prepare contract award documentation and execution.
2. Review Contractor Applications for Payment and Change Order Requests.
3. Provide project closeout documentation.

PROPOSED PROJECT SCHEDULE

MILESTONE	DATE
City of Washington Community Park and Rec Needs Survey	June 2017
Public Input Meeting Combined with County Plan Meeting	July 2017
Concept Draft	August 2017
Committee Meeting to Review/Refine Draft	August 2017
Final Wellness Park Concept Design	September 2017
First Preliminary Design Review Meeting	November 2017
Second Preliminary Design Review Meeting	December 2017
50% Final Design Review Meeting	January 2018
90% Final Design Review Meeting	February 2018
Bid Opening	April 2018
Commence Construction	May 2018
Final Completion*	November 2019

*Final Completion timeframe is highly dependent upon construction phasing, incorporating in-kind or volunteer contributions, weather, contractor availability and of course, project funding.

City of Washington Wellness Parks
June 12, 2017

PROPOSED LUMP SUM FEE FOR PROFESSIONAL SERVICES

Based on the tasks outlined in the scope of services, we have prepared preliminary fee ranges based on an approximate project budget of \$1.5 million identified in the City's most recent CIP document. The final fee will be negotiated at each stage of the project development with the City as the actual value is highly variable depending upon the complexity of the selected park amenities.

TASK	COST
Conceptual Design Development	\$18,000
Preliminary Design Development	\$20-30,000
Final Design Development	\$20-40,000
Bidding Services	\$5-10,000
Construction Related Services	\$30-40,000
Construction Administration	\$10-20,000
TOTAL	\$103-158,000

Sincerely,

MSA Professional Services, Inc.
Chris Janson, AICP
Project Manager

RESOLUTION NO. _____

**A RESOLUTION CREATING A DOWNTOWN INVESTMENT GRANT PROGRAM,
SETTING PROGRAM GUIDELINES AND RENAMING FUND 050**

WHEREAS, the City Council has expressed the desire to establish a new program to incentivize large downtown building renovations, and budgeted for the same; and

WHEREAS, a committee has developed proposed guidelines for said program; and

WHEREAS, the City Council created a Fund 050- Washington Incentive Fund in Resolution 2017-017 on February 21, 2017; and

WHEREAS, the proposed program name has changed, and the Council wishes to match the fund name with the program name.

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

Section 1. The City Council hereby creates a new program to incentivize large downtown building renovations, called Downtown Investment Grants (DIG).

Section 2. The City Council hereby adopts the program guidelines and forms as attached to this Resolution.

Section 3. Fund 050 will hereby be renamed "Downtown Incentive Grant Fund", with the stated purposes as follows:

- a. For the purpose of setting aside appropriate funds for the Downtown Incentive Grant (DIG) Program with Main Street Washington, and related purposes as the Council may designate in the future.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 20th day of June, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Washington, Iowa, a municipal corporation, 215 E. Washington Street, Washington, Iowa 52353 (the “City”); and Main Street Washington, Inc., 205 W. Main Street, Washington, Iowa 52353 (“Main Street”).

WHEREAS, Main Street has heretofore deemed it necessary and desirable for the economic vitality of the City to expand the scope of the Washington Incentive Fund to fund grants for the owners of buildings in the downtown district to upgrade the building facades and storefronts and interior improvements, said program being known as the “Downtown Investment Grants” (the “Program”); and

WHEREAS, the City has agreed to assist in funding the program through monies received from the Washington County Riverboat Foundation; and

WHEREAS, the City has agreed that Main Street shall be the lead agency in implementing the Program with oversight from the City; and

WHEREAS, to that end, the City and Main Street desire to enter into this MOU to outline the obligations of each party as it pertains to the Program.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this MOU agree as follows:

1. That Main Street shall be the lead agency to implement this Program.
2. That the City shall pledge the amount of \$128,500 to the Program to be used for Eligible Program Activities.
3. Eligible Properties. Only the properties identified as the “Project Area” on Exhibit “A” attached hereto, generally described as the “Main Street District” shall be eligible to apply for grant funding via the Program.
4. Eligible Program Activities. The program shall involve forgivable loans of not less than \$25,000 but not more than \$50,000. The minimum owner investment shall be three dollars for every City dollar invested, thus a minimum project size of \$100,000. National Register listed or contributing properties will be given the highest priority for funding. Eligible Program Activities are further described in Exhibit “B” attached hereto.
5. Application Process.
 - a. An application for a Program grant shall be submitted to Main Street for review to determine if the proposed project involves Eligible Program Activities. Letters of intent to apply (as necessary) shall be provided in a form substantially similar to Exhibit “C”, and applications shall be provided in a form substantially similar to Exhibit “D”.

b. If the application is deemed not eligible or is rejected by Main Street, that proposed project shall be denied.

c. If Main Street determines that the proposed project on the application is eligible and that Main Street recommends award of a certain amount of Program funding, Main Street shall submit its recommendation to the Washington City Council for acceptance as a whole or return to Main Street with instructions.

d. If the Washington City Council approves the application, the Program funding shall be disbursed to the applicant as outlined in Section 5 below.

6. Disbursement of Grants by City,

a. Upon approval of an application for funding, the City and the applicant shall enter into a DIG Agreement in a form similar as listed in Exhibit "E" attached hereto (the "Grant Agreement").

b. After execution of the Grant Agreement by both parties, the City shall record said Grant Agreement and the applicant shall reimburse the City for the costs of said recording.

c. Because the Program wants to encourage long-term investment in the downtown district, the grant disbursed by the City shall be in the form of a three-year forgivable loan, which is repayable if the applicant sells the building to another entity within three years from the Disbursement Date as outlined in the Grant Agreement. The payback schedule shall be as follows:

(i)	Sale in 0-1 years from Disbursement Date:	100% repayment
(ii)	Sale in 1-2 years from Disbursement Date:	50% repayment
(iii)	Sale in 2-3 years from Disbursement Date:	25% repayment
(iv)	Sale after 3 years from Disbursement Date:	Loan is forgiven

d. If required by the applicant's lending institution, the City shall subordinate the Grant Agreement to the applicant's first mortgage on the property to be rehabilitated.

e. The City reserves the right to reject any and all applications for any reason whatsoever even if Main Street recommended approval of said application.

Dated this ____ day of _____, 2017.

MAIN STREET:

CITY:

By: _____

Sandra Johnson, Mayor

Print name and title

ATTEST:

Illa Earnest, City Clerk

Updated 6/5/17

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CITY CODE OF WASHINGTON, IOWA, BY
AMENDING CHAPTER 41.12 (FIREWORKS PERMIT)

WHEREAS, the General Assembly of the State of Iowa has taken measures to allow the sale and use of consumer fireworks in the State of Iowa during specific timeframes and pursuant to applicable state licensure; and

WHEREAS, the new legislation provides for city councils, by ordinance, to prohibit or limit the use of consumer fireworks within their jurisdiction, if determined a public safety risk or a nuisance to neighbors.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Washington, Iowa as follows:

SECTION 1. AMEND CHAPTER 41.12 (FIREWORKS PERMIT). The Code of Ordinances of the City of Washington, Iowa, is amended by repealing Section 41.12 and adopting the new section stated as follows:

41.12 FIREWORKS

The sale, use or exploding of fireworks within the City is subject to the following:

1. **Definition.** For purposes of this section, definitions are enumerated in the Iowa Code section 727.2, which definitions are incorporated herein by reference.

(Code of Iowa, Sec. 727.2)

2. Sales - General Requirements.

- A. Prior to any person engaging in the sale of consumer fireworks, the following shall be provided to the fire chief or their designee:
 - 1) License: Proof of valid license issued from the state fire marshal.
 - 2) Liability Insurance: Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount of \$2,000,000.
 - 3) Fire Inspection: Any property, building, or premise whether it be permanent or temporary, intended for the sale of consumer fireworks shall have an initial fire inspection completed by the fire chief or their designee prior to engaging in the sale of consumer fireworks. The fire chief or their designee shall cause an annual inspection to occur meeting the requirements of the current National Fire Protection Code 1124 and fire code adopted by the City of Washington. Inspection Costs shall be assessed as follows:
 - a. Permanent Structure where fireworks are sold - Annual inspection fee of \$100.

- b. Temporary or Non-Brick or Mortar Building where fireworks are sold - Annual inspection fee of \$200.
- B. Dates of Sale: Consumer fireworks sales shall only be conducted in accordance with dates and times designated by Iowa Code Section 727.2. It shall be unlawful to sell consumer fireworks without meeting the requirements specified in this ordinance, or to sell fireworks outside of the dates specified.
- 1) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.
 - 2) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 and July 8.
- C. Safety Requirements: The following safety requirements shall be adopted for all locations where consumer fireworks are sold:
- 1) Not more than 100 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located inside a commercial business with other mercantile products for sale.
 - 2) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located inside a building where fireworks are the primary business.
 - 3) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located in a temporary structure used primarily for fireworks sales.
 - 4) Consumer fireworks sales shall only be permitted in a single story at grade building or structure to facilitate easy exiting during an emergency.
 - 5) Locations shall have a minimum of two fire extinguishers; 1 being a 2.5 gallon pressurized water fire extinguisher having a UL rating of 2A and one being a 10 pound ABC dry chemical fire extinguisher, having a minimum UL listing of 4A, 60B,C mounted and inspected in accordance with NFPA 10. Additional fire extinguishers shall be placed in locations to prevent travel distance exceeding 50 feet in order to reach a fire extinguisher.
 - 6) No more than one "conex" container or approved explosive magazine shall be located on site for short-term storage of extra product. All containers shall be properly placarded and equipped with tamper proof locking devices. It is permitted to place containers in a security fenced area.
 - 7) Individual consumer fireworks devices or opened consumer fireworks packages shall not be permitted to be displayed. No open fuses shall be exposed during storage inside a sales location.
 - 8) Consumer fireworks sales shall only be allowed in areas zoned for commercial use.

- 9) Any person engaged in consumer firework sales in any other zone other than commercial zoned areas shall not be approved for sales within the city limits.

3. Fireworks - Discharging General Requirements.

- A. No person under the age of 18 shall discharge a DOT 1.4 class consumer firework without parental supervision.
- B. A person shall only discharge a consumer fireworks device on real property they own or on property where consent has been given. Novelties, including snakes, sparklers, or caps, can be discharged on a public place so long as all trash, wrappers, and wires are properly disposed of.
- C. Consumer fireworks shall not be discharged by persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotic.
- D. Any person discharging a consumer fireworks device assumes all responsibility for its operation and the consequences thereof. No person shall discharge a consumer fireworks device in a reckless manner or manner likely to cause death, injury, fire, or property damage.
- E. No person shall discharge a consumer fireworks device outside the following dates and hours:
 - 1) June 1 thru July 8 from the hours of 9am until 10pm.
Exception: discharge hours are extended to 11 pm on July 4th only.
 - 2) December 10 thru January 3 from the hours of 9am until 10pm.
Exception: discharge hours are extended to 12:30am on January 1.
- F. It shall be unlawful to alter, remove, or discharge components of a consumer fireworks device from its intended method of discharging.
- G. Sky lantern open flame devices are not permitted to be released within the city limits, except if tethered by a retrievable rope so long as the person discharging has control over the sky lantern.
- H. The City may, upon application in writing, grant a permit for the display of display fireworks on public property by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when such display fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:
 - 1) Personal Injury: \$250,000 per person.
 - 2) Property Damage: \$50,000.

3) Total Exposure: \$1,000,000.

- 4. **Violations.** All violations of any provisions of this Chapter are hereby declared simple misdemeanors and/or municipal infractions. Violations may be prosecuted as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the fire chief or Police Chief. Fines shall be set by resolution of the City Council. Violations of this chapter shall be reported to the state fire marshal.

- 5. **Exceptions.** This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theater, or for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

SECTION 2. REPEALER. All ordinances or parts thereof 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 adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2017.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: 06-06-2017

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

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

City Clerk

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 within 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: _____

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 APPROVING OFFER TO
BUY REAL ESTATE AND ACCEPTANCE**

WHEREAS, the residence at 1218 North 2nd Avenue has come to the attention of code enforcement staff due to its deteriorated condition, and is deemed to be beyond the point where rehabilitation is economical or advisable; and

WHEREAS, the City Council envisioned the acquisition and demolition of such residences for purposes of neighborhood stabilization and development of new infill housing in Resolution 2013-064, adopted on August 7, 2013; and

WHEREAS, the City Administrator has conducted such negotiations to acquire the property for demolition of the residence and resale of the lot, and reached an accepted offer with the property owner:

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

Section 1. The City Council hereby approves the attached Offer to Buy Real Estate and Acceptance for 1218 North 2nd Avenue for Wynona M. Woods.

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

PASSED AND APPROVED this 20th day of June, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Wynona M. Woods, a single person (hereinafter the "Owner")

The undersigned Buyers, City of Washington, Iowa (hereinafter "City"), hereby offer to buy and Owner, by their acceptance, agree to sell all of Owner's property located 1218 North 2nd Avenue in Washington, said tract of real property situated in Washington County, Iowa, subject to easements and restrictions of record (the "Property"), also known as:

Lot 7 in Block 38, Highland Park Addition, Washington, Iowa

The exact legal description of the Property shall be obtained from the abstract of title.

1. **Purchase Price/Time for Acceptance.** City shall pay to Owner the sum of \$5,000.00 for the Property, and the method of payment shall be \$1,000.00 down with this offer and the balance of the Purchase Price to be paid at the closing. This offer shall be come null and void if not accepted and delivered to City no later than 5:00 p.m. on Thursday, June 15, 2017.
 2. **Real Estate Taxes.** Owner shall pay all real estate taxes that are due and a pro-rata share of all of the real estate taxes that have accrued as of the date of closing.
 3. **Risk of Loss and Insurance.** Owner shall bear the risk of loss or damage to the Property prior to closing and possession. Owner agrees to maintain existing insurance and City may purchase additional insurance. In the event of substantial damage or destruction prior to closing, Buyer may have the option to complete the closing and receive insurance proceeds regardless of extent of damages. The Property shall be deemed damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
 4. **Possession and Closing.** If City timely performs all of its obligations, possession of the Property shall be delivered to City on or before August 22, 2017, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by City pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.
 5. **Condition of Property.** The Property as of the date of this Agreement will be preserved by Owner in its present condition until closing. Owner makes no warranties, express or implied, as to the condition of the Property.
 6. **Abstract and Title.** Owner will make all reasonable efforts to physically locate and supply existing abstract of title document for continuation. If the abstract cannot be located City shall arrange for production of a new abstract of title to the Property, continued through the date
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of acceptance of this Agreement, and the cost of this new abstract shall be shared between the City and Owner. It shall show marketable title in Owner in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. Owner shall make every reasonable effort to promptly perfect title. If closing is delayed due to Owner's inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the City when the Purchase Price is paid in full. Owner shall pay the costs of additional abstracting and title work due to any act or omission of Owner, including transfers by or the death of Owner or assignees. The abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

7. **Environmental Matters.** Owner warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Owner has done nothing to contaminate the Property with hazardous wastes or materials. Owner warrants that the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Owner shall also provide the City with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property. In the event that there exist any hazardous materials or substances, solid waste disposal sites or underground storage tanks on the Property, the City has the right to cancel this Agreement. If there exist any abandoned wells, the City may require Owner to cap the well in accordance with all applicable laws and regulations.

8. **Deed.** Upon payment of the Purchase Price, Owner shall convey the Property to the City by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City. City shall prepare the deed, groundwater hazard statement and declaration of value for signature by Owner at the closing.

9. **Use of Purchase Price.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens, payoff the current real estate contract and to acquire outstanding interests, if any, of others. Owner shall pay the real estate transfer tax associated with this transaction and the City shall pay the costs of recording the documents.

10. **Approval of Court.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by August 22, 2017, either party may declare this Agreement null and void, and all payments made hereunder shall be made to the City.

11. Remedies of the Parties.

A. If the City fails to timely perform under this Agreement, Owner may forfeit this Agreement as provided in Iowa Code Chapter 656, and all payments made shall be forfeited, or, at Owner's option, upon thirty days written notice of intention to accelerate the entire balance because of the City's default (during which thirty days the default is not corrected), Owner may declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Owner fails to timely perform this Agreement, the City has the right to all payments made returned to the City.

C. Owner and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorneys fees.

12. Notice. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, address to the parties at the addresses given below.

For City of Washington:

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

For the Owner:

Randy & Vicky Sharp
406 E. State St.
Corydon, IA 50060

13. General Provisions. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. The Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Owner and the City. Paragraphs and headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

14. Real Estate Agent or Broker. Both parties acknowledge and agree that neither party to this Agreement is using the services of a real estate agent or broker.

15. **Inspection/Testing.** During the term of this Agreement, the City may enter the premises for testing, surveying, inspection and will indemnify Owner for said entry. City agrees to give the Owner at least 24 hours notice before entering the Property.

16. **No condemnation.** The City hereby expressly agrees that it will not use its power of eminent domain to acquire this Property should voluntary negotiations fail to come to an agreement.

17. **City Council approval required.** Both parties acknowledge that this Agreement is not binding upon the City without first having been approved by the Washington City Council as required by law.

18. **Salvage rights.** The Owner shall have the right to salvage any of the items from the house prior to closing. Any items remaining as of the date of closing shall become the property of the City. Further, Owner expressly agrees that any debris or personal property of the Owner shall be removed prior to closing and that if not removed, the City will charge the Owner for the removal of said debris and items of personal property.

OFFER dated this 20 day of June, 2017.

CITY:

Sandra Johnson, Mayor

ATTEST:

Ila Earnest, City Clerk

OFFER ACCEPTED on this 20 day of June, 2017.

OWNER:

Wynona M. Woods SSN: _____
Wynona M. Woods

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, trash and junk was removed from the following listed property owners:

The property of Thomas Pohren located at 1101 E Taylor St. for the amount of \$75.00. Legal description (06 01 Hotles 2nd Add) Parcel Number (11-20-278-001).

The property of Thomas Knerr located at 807 S 2nd Ave. for the amount of 300.00. Legal description (02 04 Wilsons 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 20th day of June, 2017

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

RESOLUTION _____

**RESOLUTION SETTING THE SALARIES FOR THE
APPOINTED OFFICERS AND EMPLOYEES OF
THE CITY OF WASHINGTON FOR FISCAL YEAR 2017-2018.**

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

SECTION 1. In accordance with the results of personnel evaluations conducted by the City Administrator, decisions of the Council and collective bargaining agreements, as applicable, the following persons and full-time positions shall be paid salaries or wages indicated and the Accountant is authorized to issue warrants less legally required authorized deductions from the amounts set out below, bi-weekly, not including longevity pay; and make such contributions to IPERS and FICA and other purposes as required by law or authorization of the Council, subject to audit and review by the City Council:

Police:

Goodman, Greg	\$2,877.46/ppd	Altenhofen, Shamus	\$2,177.71/ppd
See, Ron	\$2,487.11/ppd	Chalupa, Jason	\$2,053.24/ppd
Hanson, Lyle	\$2,487.11/ppd	Huschka, Chad	\$2,302.17/ppd
Hill, Rhonda	\$22.06/hr	Johnson, Brett	\$2,053.24/ppd
Adam, Seth	\$2,053.24/ppd	Sorrells, Brett	\$2,359.87/ppd
Altenhofen, Ben	\$1,804.40/ppd	Van Willigen, Brian	\$2,302.17/ppd

Fire:

Wide, Tom	\$1,607.96/ppd
Chenoweth, Mark	\$1,483.20/ppd
Redlinger, Joe	\$1,623.69/ppd
Wagner, Bill	\$1,615.81/ppd

Library:

Stanton, Debbie	\$1,998.26/ppd
Harris, Jenisa	\$15.39/hr
Kunz, Leann	\$18.75/hr
Weidner, Jolisa	\$18.85/hr
Witthoft, Linda	\$18.43/hr

Maint/Construction:

Bell, JJ	\$2,817.57/ppd
Kleese, Tim	\$25.88/hr
Brinning, Jacob	\$17.79/hr
Crone, Tony	\$19.44/hr
Glandon, Seth	\$17.79/hr
Greiner, Dick	\$23.45/hr
Quigley, Jay	\$25.88/hr
Samo, Benjamin	\$19.44/hr
Wagenknecht, Rick	\$16.77/hr
Wibstad, Zach	\$25.13/hr

Development Services:

Donnolly, Steve	\$25.13/hr
Henkel, Keith	\$27.95/hr

Parks:

Pacha, Nick	\$2,238.77/ppd
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Water Plant:

McCleary, Chad	\$32.55/hr
Wellington, Kyle	\$22.76/hr

Cemetery:

Duvall, Nick	\$25.28/hr
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(CONTINUED)

Administration:

Hinson, Brent	\$4,072.22/ppd
Earnest, Illa	\$2,194.62/ppd
Brown, Kelsey	\$2,319.09/ppd
Krotz, Linda	\$18.53/hr
Wagler, Deb	\$23.88/hr

Sewer Plant:

Doggett, Fred	\$33.09/hr
Whisler, Jason	\$25.88/hr
Turner, Parker	\$18.33/hr

This Resolution shall be effective as of the first pay date in July.

PASSED AND APPROVED this 20th day of June, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk