

AGENDA OF THE REGULAR SESSION OF THE COUNCIL OF THE CITY OF WASHINGTON,
IOWA TO BE HELD AT **120 E. MAIN STREET**, AT **6:00 P.M.**, WEDNESDAY, JUNE 16, 2010

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Wednesday, June 16, 2010 to be approved as proposed or amended.

Consent Agenda:

1. Minutes 06-02-2010
2. Goodwin Law Office, Professional Services. \$4,986.28
3. Paws & More Animal Shelter, Animal Services-April-June, 2010. \$2,600.00
4. Ed M. Feld , Equipment, \$7,405.00
5. Fox Engineering, Sanitary Sewer Collection System, \$27,458.10
6. Fox Engineering, WWTP Plant Project, \$28,001.80
7. Iowa Bag and Recycling, Completion of Container Order. \$2,584.00
8. G & R Miller, Highland Ave. Relief Storm Sewer Project. \$1,951.20
9. First Construction Group, Bandstand Project. \$11,716.95
10. Tyler Technologies, Staff Training. \$6,141.71
11. Wenger Tiling, Tiling Under Road WWTP. \$2,600.00

Approval of Claims

Treasurer's Report

PERMITS AND APPLICATIONS

The Wagon Wheel, 521 E. 7th Street, Dance Permit (renewal)

CONSIDERATION OF ORDINANCES & HEARINGS

Second Reading of An Ordinance Amending the Code of the City of Washington, Iowa by Changing Speed Zones on East Washington Street. **Pass the ordinance to the third reading or deny the application.**

Third Reading of an Ordinance Amending the City of Washington, Iowa, Zoning Map by Rezoning Certain Real Estate As Herein Described. **Adopt the ordinance or deny the application.**

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

OLD BUSINESS

NEW BUSINESS

Request from Bodywrx. **Tabled 06-02-2010.**

Request and Update from Main Street Washington. **Tabled 06-02-2010.**

Resolution Approving Final Plat, Lot 1, Wiley Subdivision.

Resolution Authorizing Condemnation of Certain Real Property.

Resolution Approving Preliminary Plans and Specifications, and Setting Date Public Hearing for the 2010 Sealcoat Project.

Approve Fiscal Year 2010-2011 Contract for Health Insurance Plan.

Approve Fiscal 2010-2011 Workers Compensation Coverage Premium.

Approve Union Contracts.

Discuss Cost Of Living Increase for Non Union Employees.

Approve Agreement with Simmering Cory for Administrative Services.

Mayoral Appointments to Planning & Zoning Commission.

Consider Request to Hire 11th Police Officer July 1, 2010.

Closed Session for Property Acquisition (Iowa Code Section 21.5 (J))

Closed Session for Pending Litigation (Iowa Code Section 21.5 (C))

DEPARTMENTAL REPORT

Public Works Report
Police Department
City Administrator Report

COMMITTEE REPORTS

Street Committee
Sanitation/Water/Sewer Committee
Finance/Personnel Committee
Cemetery/Building Committee
Ordinance Committee
Public Safety Committee
Cable Committee

COUNCILPERSONS

Sandra Johnson, Mayor
Merle Hagie
Fred Stark
Mike Roth
Russ Ziegłowsky
Bob Shepherd
Karen Wilson-Johnson

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 06-02-2010

The Council of the City of Washington, Iowa met in Regular Session in the Former Washington Public Library Building (120 E. Main Street) at 6:00 P.M., Wednesday, June 2, 2010. Mayor Sandra Johnson in the Chair. On roll call: Present: Hagie, Stark, Roth, Zieglowsky, Shepherd, Wilson-Johnson. Absent: none.

The Mayor requested that approval of union contracts and mayoral appointment to planning & zoning commission be stricken from the agenda and the July 4, 2010 fireworks permit application for the City be added to the agenda.

Motion by Stark, seconded by Wilson-Johnson, that the agenda for the Regular Session to be held at 6:00 P.M., Wednesday, June 2, 2010 be approved as amended. Motion carried unanimously.

Motion by Shepherd, seconded by Roth, that the consent agenda be approved. Motion carried unanimously.

Consent Agenda:

1. Minutes 05-19-2010
2. Frank Millard & Co., New Library Project, Retainage \$5,050.00
3. Gary Merschman Electric, New Library Project, Pay App. #12 \$15,559.05
4. Young Masonry, New Library Project, Corrected Pay App. #4 Retainage \$10,134.60
5. Brockway Mechanical, New Library Project, Retainage \$31,144.27
6. Systems Management and Balancing, Inc., New Library Project, Retainage \$569.00

Motion by Roth, seconded by Shepherd, that the claims as presented be approved for payment. Motion carried unanimously.

Mayor Johnson announced that now is the time for consideration of permits and applications.

Motion by Zieglowsky, seconded by Wilson-Johnson, that the following permits be approved:

Wal-Mart Supercenter #1475, 2485 Hwy 92, Cigarette License (renewal)
Moore's BP, 1061 W. Madison Street, Cigarette License (renewal)
Fareway, 301 N. Marion Ave., Cigarette License (renewal)
Corner Stop, 100 E. Madison St. Cigarette License (renewal)

Motion carried unanimously.

Motion by Shepherd, seconded by Stark, that the following permits be approved:

Hy-Vee, 528 S. Hwy 1, Cigarette License (renewal)
Hy-Vee Wines & Spirits, 1004 W. Madison St., Cigarette License (renewal)

Motion carried. Zieglowsky abstained.

Mayor Johnson announced that now is the time for the first reading of an Ordinance Amending the Code of Ordinances of the City of Washington, Iowa, Chapter 63 "Speed Regulations" by deleting Section 63.12, paragraph 1 and Section 63.14, paragraph 1.

Motion by Hagie, seconded by Wilson-Johnson, to pass the ordinance to the second reading. Roll call on said motion as follows: Ayes: Hagie, Roth, Zieglowsky, Wilson-Johnson. Nays: Stark, Shepherd. Motion carried.

Mayor Johnson announced that now is the time for the second reading of an Ordinance Amending the City of Washington, Iowa Zoning Map by Rezoning Certain Real Estate as Herein Described.

Motion by Hagie, seconded by Shepherd, pass the ordinance to the third reading. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd, Wilson-Johnson. Nays: none. Motion carried unanimously.

Teri Hartzler representing Bodywrx came before the council requesting permission to close the street on the east side of the Square curb to curb for the Duathlon (run, bike, run) Bodywrx is sponsoring on September 25, 2010. The street closure would provide a safe area for the bikes and people who are participating in the event.

Motion by Shepherd, seconded by Roth, to table the request until the June 16 meeting. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried.

Amy Baker who lives at 102 S. 7th Ave. came before the council to request closure of S. 7th Ave. between E. Washington St. and E. Main St. during a family party she is hosting on Saturday, June 5 from 4:00 p.m. to 11:00 p.m. to allow children to safely play in the area. After discussion, motion by Roth to approve the request. The request was denied for lack of a second to the motion.

Amy Vetter, Main Street Washington Director, came before the council to update the plans for Celebrate Washington, a one day community festival to be held Saturday, August 7, 2010. The Main Street's request is for all sides of the Square to be closed. Proposed activities include sand volleyball, horseshoe tournament, live entertainment, and many children's activities. After discussion, motion by Roth, seconded by Stark, to table the request until the June 16 meeting. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried unanimously.

Motion by Hagie, seconded by Wilson-Johnson, to approve Resolution Setting Date of July 7, 2010 at 6:00 P.M. for Public Hearing for Wastewater Treatment and Collection System Projects. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried unanimously. **(Resolution No. 2010-15).**

Motion by Shepherd, seconded by Zieglowsky, Resolution Approving Fox Engineering's Option Alternate 1 Gravity Flow Sewer Route and Designated Site for Wastewater Treatment Facility. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried unanimously. **(Resolution No. 2010-16).**

Motion by Stark, seconded by Shepherd, to approve the agreement with CPA Associates PC for Fiscal 2010 City Audit. Motion carried unanimously.

Four proposals were received from the RFP for Solid Waste and Recycling Service for the City of Washington to begin July 1, 2010.

Luke Waste Management	\$256,440.80
Mark's Sanitation	\$326,075.20
Johnson County Refuse	\$336,360.00
Whaley's Waste Systems	\$511,123.72

Motion by Wilson-Johnson, seconded by Roth, to accept the proposal of Luke Waste Management for the three year Solid Waste/Recycling Contract. Ayes: Hagie, Stark, Roth, Zieglowsky, Wilson-Johnson. Nays: Shepherd.

Motion by Roth, seconded by Stark, to approve the July 4, 2010 Fireworks Permit Application for City of Washington. Motion carried unanimously.

Motion by Wilson-Johnson, seconded by Shepherd, that the council go into closed session as per Iowa Code Section 21.5(J) for property acquisition. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried unanimously.

Motion by Stark, seconded by Shepherd, that the council return to open session. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried unanimously.

Mayor Johnson announced that no formal action had been taken in closed session.

Motion by Hagie, seconded by Zieglowsky, to accept the recommendation of A & R Land Services and assign values as follows: residential agricultural land-\$8,000; agricultural land-\$8,000; commercial land-\$30,000; and to provide a free sewer tap. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried unanimously.

Motion by Shepherd, seconded by Stark, that the council go into closed session for a personnel matter at request and consent of David Plyman. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried unanimously.

Motion by Stark, seconded by Hagie, that the council return to open session. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Zieglowsky, Shepherd , Wilson-Johnson. Nays: none. Motion carried unanimously.

The Cable Committee will meet at 4:15 P.M., Wednesday, June 16, 2010 in the State Bank Room in the New Public Library.

The Building Committee will meet Monday, June 7, 2010 in the conference room in Washington City Hall, 215 E. Washington Street.

The Finance Committee will meet Tuesday, June 8, 2010 at 4:00 P.M. in the New Public Library – State Bank Room.

There will be a program in Central Park on June 10, 2010 to celebrate the completion of the Downtown Enhancement Project, the New Public Library Building, and the new Bandstand. The program will start at 7:30 P.M. and be followed by the Municipal Band Concert.

Motion by Roth, seconded by Zieglowsky, that the Regular Session held at 6:00 P.M., Wednesday, June 2, 2010 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

GOODWIN LAW OFFICE, P.C.

ATTORNEY AT LAW
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AMES, IOWA 50010-3317

ROBERT W. GOODWIN

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The City of Washington, Iowa
P.O. Box 516
215 E. Washington Street
Washington, IA 52353

May 28, 2010

In Reference To: Condemnations (Berdo/Bartholow)

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
4/29/2010 Review of letter from Scott Ritter to Bartholow	0.10 150.00/hr	15.00
4/30/2010 Telephone conference with Chuck Meardon regarding Bartholow offer	0.20 150.00/hr	30.00
Telephone call for Dave Plyman	0.10 150.00/hr	15.00
Review of letter from Chuck Meardon regarding Linnemeyer's appraisal and his clients having an opportunity to be present during inspection	0.20 150.00/hr	30.00
Review of email from Scott Renaud regarding Shive-Hattery surveying Bartholow property; Telephone call for Jon Bailey; Telephone conference with Jon Bailey; Preparation of draft letter of Notice for entry for survey; Preparation of email to Scott Renaud and Jon Bailey regarding draft Notice	1.30 150.00/hr	195.00
Review of draft letter and send to Scott Renaud, Dave Plyman and Sandra Johnson	0.10 150.00/hr	15.00
5/3/2010 Review of email from Jon Bailey regarding survey	0.10 150.00/hr	15.00
Review of email from Scott Renaud regarding survey	0.10 150.00/hr	15.00
Telephone conference with Chuck Meardon regarding settlement	0.10 150.00/hr	15.00

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The City of Washington, Iowa

	<u>Hrs/Rate</u>	<u>Amount</u>
5/3/2010 Revision of letter of Notice regarding Survey on Bartholow property; Telephone conference with Dave Plyman regarding counter proposal to Meardon Bartholow property	0.60 150.00/hr	90.00
Telephone call for Chuck Meardon; Telephone conference with Chuck Meardon regarding settlement	0.50 150.00/hr	75.00
5/4/2010 Telephone conference with Chuck Meardon regarding settlement	0.25 150.00/hr	37.50
5/5/2010 Telephone conference with Dave Plyman regarding Meardon's proposal of \$1.5 million for Bartholow; Telephone conference with Chuck Meardon regarding lease with Berdo and relocation assistance	0.50 150.00/hr	75.00
Review of Code regarding relocation assistance	0.25 150.00/hr	37.50
Telephone conference with Dave Plyman regarding Berdo's situation with Bartholow settlement offer	0.25 150.00/hr	37.50
Telephone conference with Chuck Meardon regarding more specific information regarding Berdo; Telephone call for Dave Plyman	0.25 150.00/hr	37.50
Telephone conference with Dave Plyman regarding Berdo wanting 10 year lease on Bartholow property	0.20 150.00/hr	30.00
Review of file for information for meeting	0.40 150.00/hr	60.00
Review of Appraisal by Brian Linnemeyer	0.50 150.00/hr	75.00
Conference call with City Council regarding negotiations with Bartholow	0.50 150.00/hr	75.00
5/6/2010 Preparation of draft email to Meardon regarding settlement offer; Preparation of email to Dave Plyman to send draft email for his review; Preparation of email to Kate Bussanmas regarding timing of archeological survey; Deliver appraisals to printer for copying; Preparation of Certificate of Mailing appraisal; Telephone conference with Clerk of Court regarding Judge for hearing; Preparation of Statement of Compliance with IRCP 1.442(4); Sign Memorandum of Authority	2.40 150.00/hr	360.00
Telephone conference with Chuck Meardon regarding settlement offer	0.20 150.00/hr	30.00

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The City of Washington, Iowa

	<u>Hrs/Rate</u>	<u>Amount</u>
5/6/2010 Pick up copies of appraisal from Printer; Preparation of letter to Chuck Meardon to send copy of Linnemeyer's appraisal	0.50 150.00/hr	75.00
Telephone conference with Chuck regarding City's offer	0.25 150.00/hr	37.50
5/7/2010 Assemble Memorandum of Authority and Certificate of Compliance for filing with Judge to hear the matter; Preparation of email to Steve Troyer regarding preparing for hearing; Telephone conference with Kate Bussanmas regarding reference to 36CFR 800 and availability of archeologist	1.00 150.00/hr	150.00
Review of email from Illa regarding approval of Resolution establishing Fair Market Value	0.10 150.00/hr	15.00
5/24/2010 Telephone call for Chuck Meardon	0.10 150.00/hr	15.00
Review of emails from Steve Soupier regarding public hearing; Review of emails from Scott Renaud regarding survey	0.20 150.00/hr	30.00
Telephone conference with Steve Troyer regarding hearing on Thursday	0.20 150.00/hr	30.00
Telephone conference with Chuck Meardon regarding settlement offer and hearing	0.30 150.00/hr	45.00
Conference with Steve Troyer regarding hearing on Thursday; Review of cases Meardon is relying upon; Preparation of draft Reply Brief; Preparation of Exhibit of timing of events for project; Telephone call for Marsha Corey	4.00 150.00/hr	600.00
5/25/2010 Review of email from Steve Troyer regarding needed sequence of events; Preparation of email to Steve Troyer; Review of Reply Brief; Telephone conference with Mike Roe regarding status of airport condemnation; Legal Research regarding affect of Iowa Administrative Code	1.40 150.00/hr	210.00
5/26/2010 Telephone conference with Dave Plyman regarding Meardon's latest offer of \$1.8 million and a long term lease for Berdo; Legal Research regarding effect of Iowa Administrative Code sections; Telephone conference with Marsha Corey regarding issue of Grant money; Revision of Reply Brief; Telephone conference with Scott Renaud regarding time when survey is needed	2.50 150.00/hr	375.00
Review of Meardon's Resistance to Request For Archeological Survey; Revision of Reply Brief; Preparation of for Hearing	4.25 150.00/hr	637.50
5/27/2010 Court Hearing on right to conduct archeological survey on Bartholow property; Preparation of email to Dave Plyman and Sandra Johnson regarding hearing	7.75 150.00/hr	1,162.50

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The City of Washington, Iowa

	<u>Hrs/Rate</u>	<u>Amount</u>
5/28/2010 Review of email from Illa regarding Resolution to condemn Bartholow property; Preparation of reply email to Illa	0.20 150.00/hr	30.00
Telephone conference with Chuck Meardon regarding possibility of meeting to negotiate cases	0.20 150.00/hr	30.00
For professional services rendered	32.05	\$4,807.50
Additional Charges :		
5/3/2010 Postage		3.52
5/6/2010 Copy costs for appraisals		119.68
5/7/2010 Federal Express to Illa Earnest		28.86
Federal Express to Chuck Meardon		22.68
5/31/2010 Phone charges		4.04
Total additional charges		\$178.78
Total amount of this bill		\$4,986.28
Previous balance		\$9,388.95
Accounts receivable transactions		
5/10/2010 Payment - thank you. Check No. 40272		(\$9,388.95)
Total payments and adjustments		(\$9,388.95)
Balance due		\$4,986.28

PAWS & More Animal Shelter

1004 1/2 West Madison Street
Washington, IA 52353

Invoice

Date

6/4/2010

Bill To

City of Washington
215 E Washington St
Washington, IA 52353

Invoice #

8

Terms

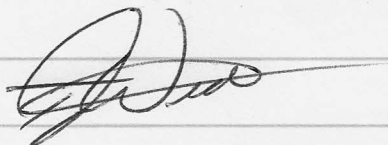
Description	Quantity	Rate	Amount
Animal Services - April thru June 2010		2,600.00	2,600.00
Thank you for your support!		Total	\$2,600.00

Air-pack & Tank will Be Installed
on Ladder Truck pass-seat. This
will Give us full Complement of Air Packs
on This Truck \$4420.00

8 Voice Communication units To Be
Installed on Engine 1 Airmarks. This
Allows Better Communication & Safety for
firefighters \$2400.00

3 Foam Tubes To attach to current
nozzles To properly apply Chem-Foam
\$585.00

This is all From firedepartment Budgeted
Items for Equipment

6/9/10 



Invoice Number: 0155716
Invoice Date: 6/4/2010

Sold To:

Washington Fire Dept.
Attn: Tom Wide, Chief
215 E Washington
PO Box 516
Washington, IA 52353

Ship To:

Washington Fire Dept
Attn: Tom Wide, Chief
215 E Washington
PO Box 516
Washington, IA 52353

Customer Number		Customer P.O.		Terms	Salesperson	Ship VIA	Invoice Date	Invoice Number	
1429870				Net 30	0090		6/4/2010	0155716	
Ordered	Shipped	BackOrd	U of M	Item Number	Item Description	Whse	Price	Amount	
1.00	0.00	0.00	EA	AP2120203000201	AP75 2.2 W/Pak Alert	000	3,770.000	3,770.00	
1.00	0.00	0.00	EA	805773-72	AV3000, 2007 Ed. Medium	000	0.000	0.00	
1.00	0.00	0.00	EA	804564-01	Voice Amp Unit	000	0.000	0.00	
1.00	0.00	0.00	EA	804636-01	AV-2000 Universal Mounting Bracket for Communications Units	000	0.000	0.00	
1.00	0.00	0.00	EA	804840-01	2216 psig, 30 min., Carbon Cylinder & Valve Assembly	000	650.000	650.00	
8.00	0.00	0.00	EA	804564-01	Voice Amp Unit	000	300.000	2,400.00	
2.00	0.00	0.00	EA	214	Foam Tube, fits 312, 369, 373, 374	000	195.000	390.00	
1.00	0.00	0.00	EA	212	Foam Tube, fits 311, 372, 363BC, 332	000	195.000	195.00	
						Fax: 319-653-5273			
<div>001-6-1050-<u>6723</u> Initials <u>TC</u></div> <div>EXP. _____</div> <div>Vender # _____ Date Rec. _____</div> <div>Due Date _____ Inv # _____</div>									
Box 625 113 North Griffith Road Carroll, IA 51401 www.feldfire.com						Ph: (712) 792-3143 Fx: (712) 792-6858 Iowa Sales Tax Permit No. 1-14-004938M		E-mail: www.feldfire.com Website: sales@feldfire.com	
Member NFPA, NAFED, I.A.F.C., I.F.A., I.F.C.A						Net Order: Less Discount: Freight: Sales Tax: Invoice Total:		7,405.00 0.00 0.00 0.00 7,405.00	



1601 Golden Aspen Drive, Suite 103
Ames, IA 50010
515-233-0000

Invoice number 32030
Date 05/30/2010

Project: 204509B Washington Sanitary Sewer
Collection System

City of Washington
City Hall
215 East Washington Street
Washington, IA 52353

Invoice number 32030
Date 05/30/2010

Project: 204509B Washington Sanitary Sewer
Collection System

David Plyman

Professional Services for the Period of 04/24/2010 to 05/29/2010

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Engineering Report - Pump Station Replacement	14,500.00	100.00	14,500.00	14,500.00	0.00
Preliminary Design	54,500.00	85.00	27,250.00	46,325.00	19,075.00
Final Design	74,500.00	0.00	0.00	0.00	0.00
Bidding	12,500.00	0.00	0.00	0.00	0.00
Construction Administration	89,500.00	0.00	0.00	0.00	0.00
Post Construction	6,500.00	0.00	0.00	0.00	0.00
Construction Staking	20,500.00	0.00	0.00	0.00	0.00
Total	272,500.00	22.32	41,750.00	60,825.00	19,075.00

Easement Acquisition

Professional Fees

Billed
Amount

2,475.00

Outside Services

Billed
Amount

A&R Land Services, Inc.

350.00

total

2,825.00

Property Surveys

Outside Services

Billed
Amount

Shive-Hattery, Inc

5,558.10

total

5,558.10

Invoice total

27,458.10



1601 Golden Aspen Drive, Suite 103
Ames, IA 50010
515-233-0000

City of Washington
City Hall
215 East Washington Street
Washington, IA 52353

David Plyman

Professional Services for the Period of 04/24/2010 to 05/29/2010

Invoice number 32038
Date 05/30/2010

Project: **204508A Washington Wastewater Treatment Plant**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Facility Plan Amendment	13,500.00	100.00	13,500.00	13,500.00	0.00
Preliminary Design	307,400.00	100.00	307,400.00	307,400.00	0.00
Final Design	424,000.00	96.00	381,600.00	407,040.00	25,440.00
Bidding / Negotiation	22,500.00	0.00	0.00	0.00	0.00
Operations Manual	36,300.00	0.00	0.00	0.00	0.00
Total	803,700.00	90.57	702,500.00	727,940.00	25,440.00

Land Acquisition

Professional Fees

Reimbursables

Billed Amount

2,387.50

Billed Amount

174.30

total 2,561.80

Invoice total **28,001.80**

Approved by: _____

ORIGINAL INVOICE

IOWA BAG AND RECYCLING PRODUCTS, L. L. C.

FEIN: 68-0502025

Post Office Box 4063

Waterloo, Iowa 50704-4063

(319) 291-6007 Voice

(319) 236-3754 Facsimile



If Your Community Is Not Reducing Your Residential Waste Stream By 50%, You Really Need Our Cart System. Call Bob Today For Information.



Residential Recycling Cart Units
Quality Balers, Denisifiers, and Self-Contained Units
Custom Printed Polyethylene Bags

COLLECTION
VEHICLES



COLLECTION
CENTERS

Single Container Recycling Bins
Stackable Container Recycling Bins
Complete Waste Reduction Programs
With GUARANTEED Results

BILL TO: City of Washington - A Municipal Government

F.E.I.N. Number: ??-????????

ATTN: Ms. Illa Earnest, City Clerk

215 East Washington Street

Post Office Box 2024

Washington, Iowa 52353-2024

(319) 653-6584 Voice

(319) 653-5273 Facsimile

SHIP TO: City of Washington - A Municipal Government

ATTN: Ms. Illa Earnest, City Clerk

215 East Washington Street

Washington, Iowa 52353

(319) 653-6584 Voice

Sales Person:	In House	Date Of Order:	3 February 2010
Payment Terms:	Net Ten (10) Days	Date Order Shipped:	19 February 2010
Method Of Shipment:	Truck Freight	F.O.B. Point:	Atlanta, Georgia - Special Run
Invoice Number:	10-06/09-003	Invoice Date:	10 June 2010
Order Number:	IA-92-100609	Invoicing Agent:	Waterloo Office

ITEM NO.	QTY. ORDERED	QTY. SHIPPED	DESCRIPTION OF PRODUCTS OR SERVICES	PRICE EACH	EXTENDED COSTS
1	200	200	Container, Rubbermaid Model 2875, Eight Gallon Container for New Four Container Steel Cart Frames currently used in the residential recycling program. Color: Clear (Opaque) with Dark Blue Lids. No Labels.	\$12.920000	\$2,584.00
2	1	1	Freight to Washington, Iowa - 52353	Included	N/C
3	0	0	Previously listed as "Consignment" Containers, placed on consignment per authority of Ms. Illa Earnest, City Clerk, on 23 February 2010 at 9:51 AM, and to be billed when used. Permission for invoice on 10 June 2010 by Illa Earnest at 8:19 AM. <u>No Iowa State Sales Tax Charged Nor Received. The sale is to an Iowa Municipal Governmental Agency. Further, these containers are used in an ongoing waste reduction project and under declaration by the Iowa Department of Revenue.</u>	\$0.00	\$0.00

THIS IS AN ORIGINAL INVOICE.

If you should experience a problem with the product or this invoice, please notify us immediately at:

(319) 291-6007.

Tax Rate:

Sub.Total:

\$2,584.00

Tax:

Exempt

Special Handling:

\$0.00

Previous Amount Owning:

\$0.00

Credit:

\$0.00

Please Pay This Amount:

\$2,584.00

IOWA BAG AND RECYCLING PRODUCTS, L.L.C.

Highland Avenue Relief Storm Sewer Project
City Of Washington, Iowa

Pay Estimate No. 4
Period Ending: 6/15/10

Contractor:

G & R Miller
1002 W. Monroe St.
P.O. Box 3
Washington, Iowa 52353

No	Description	Quantity	Unit	Unit Price	Units Completed	Percent Completed	Amount Due
1	Mobilization	1	LS	\$1,300.00	1	100.00%	\$1,300.00
2	Earthwork, Including Hauling Excess Material	1	LS	\$3,100.00	1	100.00%	\$3,100.00
3	Stripping, Salvaging and Spread Topsoil	1	LS	\$1,750.00	1	100.00%	\$1,750.00
4	Clearing & Grubbing	80	Units	\$32.00	95.6	119.50%	\$3,059.20
5	15" Elbows, Class III RCP	2	EA	\$400.00	2	100.00%	\$800.00
6	15" Storm Sewer, Class III RCP	30	LF	\$24.75	30	100.00%	\$742.50
7*	15" RCP Apron (Flared End), Remove & Reuse	1	EA	\$250.00	1	100.00%	\$250.00
8	15" Trash Rack for Apron	1	EA	\$590.00	1	100.00%	\$590.00
9A	18" Storm Sewer (Sta. 0+00 to 7+90)						
	Alternate 9A-1: RCP or SDR-26 PVC	771	LF	\$29.00	788	102.20%	\$22,852.00
9B	18" Storm Sewer, RCP (Sta. 7+90 to 12+00)	407	LF	\$29.00	404	99.26%	\$11,716.00
10	30" HDPE Dual-Wall Pipe	15	LF	\$50.00	15	100.00%	\$750.00
11	30" HDPE Water-tight Coupler	1	EA	\$150.00	1	100.00%	\$150.00
12	4" Dia. Single Risers, per Plan	1	EA	\$575.00	1	100.00%	\$575.00
13	4" Dia. Double Risers, per Plan	5	EA	\$780.00	5	100.00%	\$3,900.00
13A	Riser Extensions (Optional)	80	LF	\$10.00		0.00%	\$0.00
14	Special Backfill Under Pavement	200	Tons	\$18.75	181.83	90.92%	\$3,409.31
15	48" Manhole, SUDAS Type M-A	3	EA	\$2,850.00	3	100.00%	\$8,550.00
16	Modify Existing Manhole	1	LS	\$1,575.00	1	100.00%	\$1,575.00
17	Flow Splitter Structure	1	LS	\$4,350.00	1	100.00%	\$4,350.00
18	Concrete Pipe Collars	1	LS	\$2,325.00	1	100.00%	\$2,325.00
19	Construction Survey	1	LS	\$1,675.00	1	100.00%	\$1,675.00
20	Survey for Property Pin	1	LS	\$575.00	1	100.00%	\$575.00
21	Traffic Control	1	LS	\$1,275.00	1	100.00%	\$1,275.00
22	PCC Removal	27	SY	\$10.00	59	218.52%	\$590.00
23	7" PCC Pavement Patching with Intergral Curb, M-4 Mix	27	SY	\$78.00	59	218.52%	\$4,602.00
24	Seeding (Type 1) and Fertilizing	2	Acre	\$950.00	1.27	63.50%	\$1,206.50
25	Straw Mulching	1.9	Acre	\$450.00	1.27	66.84%	\$571.50
26	Warrantee for Seeding, Fertilizing & Mulching (12 Month)--Separate Contract	1	LS	\$250.00	0	0.00%	\$0.00
27	Slope Protection, Straw Mat (Iowa DOT RC-14)	42	SQ	\$75.00	22.27	53.02%	\$1,670.25

No	Description	Quantity	Unit	Unit Price	Units Completed	Percent Completed	Amount Due
28	Special Ditch Control, Wood Excelsior Mat	2	SQ	\$75.00	0.88	44.00%	\$66.00
29	Filter Socks	150	LF	\$1.50	25	16.67%	\$37.50
30	Silt Fence for Ditch Checks	85	LF	\$5.00	62	72.94%	\$310.00
31	Excavate & Plug Existing Drain Tile	1	EA	\$150.00	1	100.00%	\$150.00
32	Remove & Haul Riprap (Optional)	1	LS	\$500.00	0	0.00%	\$0.00

* See Change Order #1

Contract
\$83,485.50 SUBTOTAL 101.18% \$84,472.76

CONTRACT AMENDMENTS		
1	Adjustments related to water main break	0.00
ADJUSTMENTS		
1	Deduct for Sewer backslope, Sta. 0+00 to 0+58 (Basis: \$100 every 5 years for 50 years = 10 flushings)	-1,000.00
2	Credit for placing reinforcing in MH pad at Sta. 0+00	100.00
TOTAL		
		- \$900.00

May request refund in 2015
from City Engineer.

	PREVIOUS ESTIMATES
1	\$10,193.73
2	\$70,476.57
3	\$993.45
4	\$0.00
TOTAL	
\$81,663.75	

SUBTOTAL \$84,472.76
STORED MATERIALS 0.00
CONTRACT AMENDMENTS/ADJUSTMENTS -900.00
GRAND TOTAL 83,572.76

Less 3% retained 2,507.18
NET AMOUNT DUE INCLUDING THIS ESTIMATE 81,065.58
LESS ESTIMATES PREVIOUSLY APPROVED -81,663.75
AMOUNT DUE THIS ESTIMATE (\$598.17)
ZERO

PREPARED BY: ajm (Initials)

APPROVED BY:
PROJECT ENGINEER Robert J. McDonald

Highland Avenue Relief Storm Sewer Project
City Of Washington, Iowa

Pay Estimate No. Final
Period Ending: 6/15/10

Contractor:

G & R Miller
1002 W. Monroe St.
P.O. Box 3
Washington, Iowa 52353

No	Description	Quantity	Unit	Unit Price	Units Completed	Percent Completed	Amount Due
1	Mobilization	1	LS	\$1,300.00	1	100.00%	\$1,300.00
2	Earthwork, Including Hauling Excess Material	1	LS	\$3,100.00	1	100.00%	\$3,100.00
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13A	Riser Extensions (Optional)	80	LF	\$10.00		0.00%	\$0.00
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20	Survey for Property Pin	1	LS	\$575.00	1	100.00%	\$575.00
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30	Silt Fence for Ditch Checks	85	LF	\$5.00	62	72.94%	\$310.00
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32	Remove & Haul Riprap (Optional)	1	LS	\$500.00	0	0.00%	\$0.00

* See Change Order #1

Contract
\$83,485.50 SUBTOTAL 101.18% **\$84,472.76**

CONTRACT AMENDMENTS		
1	Adjustments related to water main break	0.00
ADJUSTMENTS		
1	Deduct for Sewer backslope, Sta. 0+00 to 0+58 (Basis: \$100 every 5 years for 50 years = 10 flushings)	-1,000.00
2	Credit for placing reinforcing in MH pad at Sta. 0+00	100.00
TOTAL		-\$900.00

May request refund in 2015
from City Engineer.

	PREVIOUS
	ESTIMATES
1	\$10,193.73
2	\$70,476.57
3	\$993.45
4	\$0.00
TOTAL	\$81,663.75

SUBTOTAL \$84,472.76
STORED MATERIALS 0.00
CONTRACT AMENDMENTS/ADJUSTMENTS -900.00
GRAND TOTAL 83,572.76

Less 3% retained 0.00
NET AMOUNT DUE INCLUDING THIS ESTIMATE 83,572.76
LESS ESTIMATES PREVIOUSLY APPROVED -81,663.75
SUBTOTAL \$1,909.01

Interest since December 14 (last lien waiver), 6 months @ (Prime+1%) = 4.25%x6/12xTotal \$40.57
Interest on Estimate#3, 2 weeks @ (Prime+1%) = 4.25%/26x\$991.83 \$1.62

AMOUNT DUE THIS ESTIMATE \$1,951.20

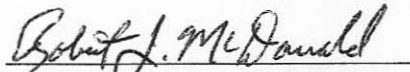
PREPARED BY: Bjm (Initials)

APPROVED BY:
PROJECT ENGINEER Robert J. McDonald

ENGINEER'S CERTIFICATION

I hereby certify that the Highland Avenue Sewer was essentially constructed according to the plans and specifications with the following significant exceptions:

- The flow splitter box at the upper end of the sewer was lower than anticipated, apparently due to an engineering error.
- The manhole at Station 0+58 was moved upstation to make construction easier.
- The first length of pipe (Sta. 0+00 to 0+58^{+/-}) was bowed and had backfill (contractor was penalized for backfill).
- Some of the pipe joints were allowed to be ungasketed, but were wrapped to allow more groundwater to enter.



Robert J. McDonald, P.E.

Washington City Engineer

June 14, 2010

APPLICATION FOR CERTIFICATE FOR PAYMENT

Page One of 2 Pages

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

PROJECT:
Washington Bandstand Improv.
Washington, IA

APPLICATION NO. 9
PERIOD TO: 5/31/2010
PROJECT NOS:

Distribution to:
☒ OWNER
☒ ARCHITECT
CONTRACTOR
CONSTRUCTION MANAGER

FROM(CONTRACTOR):
First Construction Group, Inc.
3729 West Avenue
Burlington, IA 52601

VIA(Construction Manager):

VIA(Architect)

CONTRACT DATE:

CONTRACT FOR: ALL WORK

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, IAI Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$275,737.00
2. Net Change by Change Orders	\$18,602.00
3. CONTRACT SUM TO DATE	\$294,339.00
4. TOTAL COMPLETED & STORED TO DATE (COLUMN G ON G702)	\$294,339.00
5. RETAINAGE:	
a. 5 % of Completed Work	\$14,716.95
b. 5 % of Stored Material	
6. TOTAL EARNED LESS RETAINAGE	\$279,622.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$267,779.35
8. CURRENT PAYMENT DUE	\$11,842.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$14,716.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	19,481.00	-1,366.00
Total approved this month	487.00	0.00
TOTALS	19,968.00	-1,366.00
NET CHANGES by Change Order	18,602.00	

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

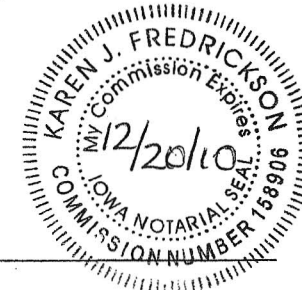
CONTRACTOR: [Signature] Date: 5/27/10

State of: Iowa
County of: Des Moines

Subscribed and sworn to before me this 27th day of May, 2010

Notary Public: Karen J. Fredrickson

My Commission expires: 12/20/10



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$11,842.70
(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified)

CONSTRUCTION MANAGER:
By: [Signature] Date: 6/11/10
ARCHITECT:
By: [Signature] Date: 6/1/10

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

CONTINUATION SHEET

PAGE 2 of 2 PAGES

Applicaton for Payment is attached

In tabulation below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply

Application Number: 9

Application Date: 5/31/2010

Period to: 5/31/2010

Architect's Project NO:

CM's Project NO:

CWS Project NO.:									
A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/D)	Balance to Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	General Conditions	24,057.00	21,651.00	2,406.00		24,057.00	100%	0.00	1,202.85
2	Sitework	38,530.00	38,530.00	0.00		38,530.00	100%	0.00	1,926.50
3	Demolition	13,409.00	13,409.00	0.00		13,409.00	100%	0.00	670.45
4	Concrete Pavers	4,331.00	0.00	4,331.00		4,331.00	100%	0.00	216.55
5	Concrete Footings/Foundations	27,324.00	27,324.00	0.00		27,324.00	100%	0.00	1,366.20
6	Masonry	31,500.00	31,500.00	0.00		31,500.00	100%	0.00	1,575.00
7	Structural Steel	28,385.00	28,385.00	0.00		28,385.00	100%	0.00	1,419.25
8	Structural Steel Install	11,511.00	11,511.00	0.00		11,511.00	100%	0.00	575.55
9	Rough Carpentry	7,528.00	7,528.00	0.00		7,528.00	100%	0.00	376.40
10	EFIS	1,500.00	0.00	1,500.00		1,500.00	100%	0.00	75.00
11	Metal Roof	21,367.00	21,367.00	0.00		21,367.00	100%	0.00	1,068.35
12	EPDM Roof	12,799.00	12,799.00	0.00		12,799.00	100%	0.00	639.95
13	Doors, Frames, and Hardware	2,805.00	2,805.00	0.00		2,805.00	100%	0.00	140.25
14	Doors, Frames, and Hardware Install	1,003.00	1,003.00	0.00		1,003.00	100%	0.00	50.15
15	Painting	1,369.00	669.00	700.00		1,369.00	100%	0.00	68.45
16	Electrical	14,750.00	13,000.00	1,750.00		14,750.00	100%	0.00	737.50
17	Caulking	850.00	300.00	550.00		850.00	100%	0.00	42.50
18	Contingency Allowance	10,000.00	10,000.00	0.00		10,000.00	100%	0.00	500.00
19	Builders Risk	680.00	680.00	0.00		680.00	100%	0.00	34.00
20	Bond Fee	3,499.00	3,499.00	0.00		3,499.00	100%	0.00	174.95
21	Construction Fee	18,540.00	17,798.00	742.00		18,540.00	100%	0.00	927.00
22									
23	CO #1 Remove contingency allow.	(10,000.00)	(10,000.00)	0.00		(10,000.00)	100%	0.00	(500.00)
24	Rem. existing masonry; reinstall stone	19,206.00	19,206.00	0.00		19,206.00	100%	0.00	960.30
25	CO #2 Durolast credit (COR #4)	(1,366.00)	(1,366.00)	0.00		(1,366.00)	100%	0.00	(68.30)
26	CO #3 Planter masonry (COR #3)	7,450.00	7,450.00	0.00		7,450.00	100%	0.00	372.50
27	CO #4 Stone cap (COR #5)	1,151.00	1,151.00	0.00		1,151.00	100%	0.00	57.55
28	CO #5 "Skin" planter (COR #6)	1,674.00	1,674.00	0.00		1,674.00	100%	0.00	83.70
29	Add'l bond fee on change orders	487.00	0.00	487.00		487.00	100%	0.00	24.35



Invoice Number:

INV0088517

Date:

05/28/2010

Consent

Tax ID: 75-2303920

Professional Services Invoice

Bill To: 01-WIA
David Plyman
Washington, IA
215 E. Washington
Washington, IA 52353-0516

Customer: 01-WIA

Washington, IA
215 E. Washington
Washington, IA 52353-0516

Services Summary:

Project	Customer Reference	Service	Charge	Tax	Total
005849	See task details	TIME	4,125.00	0.00	4,125.00
	See task details	EXPENSE	2,016.71	0.00	2,016.71
			6,141.71	0.00	

Total Due: 6,141.71

Terms: NET 30 Days

001660206723

This bill is for on-site
training of city staff on the
use of the new accounting software.
Council approved this training
months ago
- Dave

If you have a question regarding your invoice, please email renee.dilbeck@tylertech.com or call 800-646-2633

Remit To: Lock Box 678151
Dallas, TX 75267-8151



Invoice Number:

INV0088517

Date:

05/28/2010

Tax ID: 75-2303920

Professional Services Invoice

Bill To: 01-WIA
David Plyman
Washington, IA
215 E. Washington
Washington, IA 52353-0516

Customer: 01-WIA
Washington, IA
215 E. Washington
Washington, IA 52353-0516

Services Detail:**Project Name:** 005849**Customer Reference:** See task details**Time**

Resource	Task	Reference	Time Type	Activity	Date	Units	UOT	Fees	Current Invoice
Hightower, Stev	On-Site GL/AP T			Training	05/17/2010	8.00 Regular	Hours	1,000.00	1,000.00
Hightower, Stev	On-Site GL/AP T			Training	05/18/2010	7.00 Regular	Hours	875.00	875.00
Hightower, Stev	On-Site GL/AP T			Preimplementati	05/18/2010	1.00 Regular	Hours	125.00	125.00
Hightower, Stev	On-Site GL/AP T			Training	05/19/2010	8.00 Regular	Hours	1,000.00	1,000.00
Hightower, Stev	On-Site GL/AP T			Follow Up	05/19/2010	1.00 Regular	Hours	125.00	125.00
Hightower, Stev	On-Site GL/AP T			Training	05/20/2010	4.00 Regular	Hours	500.00	500.00
Hightower, Stev	On-Site GL/AP T			Follow Up	05/20/2010	3.00 Regular	Hours	375.00	375.00
Hightower, Stev	On-Site GL/AP T			Follow Up	05/20/2010	1.00 Regular	Hours	125.00	125.00
									4,125.00

If you have a question regarding your invoice, please email renee.dilbeck@tylertech.com or call 800-646-2633

Remit To: Lock Box 678151
Dallas, TX 75267-8151

Expense

Resource	Task Name	Reference	Expense Type	Date	Units	UOM	Fees	Current Invoice
Hightower, Steve	On-Site GL/AP T		Airfare	05/21/2010	1.00	Expense	827.42	827.42
Hightower, Steve	On-Site GL/AP T		Lodging	05/21/2010	1.00	Expense	314.12	314.12
Hightower, Steve	On-Site GL/AP T		Lodging	05/21/2010	1.00	Expense	146.55	146.55
Hightower, Steve	On-Site GL/AP T		Rental Car	05/21/2010	1.00	Expense	333.44	333.44
Hightower, Steve	On-Site GL/AP T		Gasoline	05/21/2010	1.00	Expense	22.86	22.86
Hightower, Steve	On-Site GL/AP T		Gasoline	05/21/2010	1.00	Expense	17.95	17.95
Hightower, Steve	On-Site GL/AP T		Parking Fees	05/21/2010	1.00	Expense	49.50	49.50
Hightower, Steve	On-Site GL/AP T		Per Diem - \$46	05/21/2010	5.50	Expense Each	253.00	253.00
Hightower, Steve	On-Site GL/AP T		Toll Fees	05/21/2010	1.00	Expense	6.16	6.16
Hightower, Steve	On-Site GL/AP T		Gasoline	05/21/2010	1.00	Expense	35.71	35.71
Hightower, Steve	On-Site GL/AP T		Mileage	05/21/2010	20.00	Expense Each	10.00	10.00
								2,016.71

Totals: 005849	6,141.71
-----------------------	-----------------

Total Current Invoice	6,141.71
------------------------------	-----------------

If you have a question regarding your invoice, please email renee.dilbeck@tylertech.com or call 800-646-2633

Remit To: Lock Box 678151
Dallas, TX 75267-8151

Memorandum

To: Mayor Johnson and City Council
From: David S. Plyman, City Administrator
Date: June 15, 2010
Re: Wenger Tiling

ISSUE

Consider payment to Wenger Tiling for field tiling work.

BACKGROUND

Keith Murphy owns the farm east of the sewer plant. We have existing utility easements on the Murphy farm and we will also need to acquire a new sewer easement on his farm for the new gravity sewer serving the new sewer plant. In operating this utility, the City has tried hard over the years to be a good neighbor to the Murphy's. I hope this good relationship will pay off during our negotiations over the new easement.

Over a year ago, Mr. Murphy complained about the damage being caused to his field by a culvert under Buchanan Street. The City is responsible for the culvert. The culvert concentrates the flow of water originating on the Bartholow farm west of the cemetery and outfalls on the Murphy farm. Murphy's field has experienced significant erosion problems over the years due to this culvert.

Mr. Murphy asked that the City install a field tile beginning on the north side of Buchanan and running south across his field approximately 420 feet to reduce this erosion problem. I agreed to do this. The field tile will not handle the flows during large rain events, but it should help. Please find attached an invoice from Wenger Tiling in the amount of \$2,600.

I also suggested to Mr. Murphy that he plant a grass strip to minimize future erosion when the new field tile is unable to handle large flows.

RECOMMENDATION

Approve payment of \$2,600 to Wenger Tiling for field tiling work.

Wenger Tiling
2322 303rd St.
Washington, IA 52353

Aaron Wenger
319-461-1503
cell

Invoice

Date	Invoice #
5/11/2010	202

Bill To
City of Washington

COPY

P.O. No.	Terms	Project

Item	Quantity	Description	Rate	Amount
8" Tile	380		2.50	950.00
6" Tile	100		1.64	164.00
8" outlet Pipe	1		110.00	110.00
8" Animal Gaurd	1		9.00	9.00
8" coupler	2		6.00	12.00
8" HB Riser	1		140.00	140.00
8" Bar Gaurd	1		55.00	55.00
6" HB Riser Com...	1		130.00	130.00
6" BAR Gaurd	1		30.00	30.00
420 Backhoe	10		100.00	1,000.00
		Running tile under Road for Keith murphy At the sewer treatment plant.		

Total		\$2,600.00
Balance Due		\$2,600.00
Customer Total Balance		\$2,600.00
Job Total Balance		\$2,600.00

Phone #
(319)-461-1503

Attached please find Year-To-Date Treasurers Report as May 31, 2010.

The report is a standard report as setup by Incode for financial reporting for cities. Report reads left to right. Explanation of columns is as follows:

1. Fund – these are the funds that were setup back in April, 2009 and is a standard city report. This is very comparable to other cities within the area.
2. Beginning Cash Balance (July 1, 2009) – These were the beginning cash balances for the fiscal year as communicated by our auditor CPA Associates from Burlington, IA.
3. Y-T-D Revenues – All revenues for the first 11 months have been recorded and are represented in this column.
4. Revenues not yet received - if there are any timing issues (month to month) on receipts then it would be reported here. I do not ever foresee that this will ever come into play. This should be zero.
5. Y-T-D Expenditures – all expenditures for the first 11 months have been recorded and are represented in this column.
6. Expenses not yet expensed - we might have some expenses that cross-over into the next reporting month and if it does then it is reported here. I am working to eliminate any timing issues with our accounts payable (claims) so that our auditors can easily audit our books.
7. Ending Cash Balance (May 31, 2010) – self explanatory.

As of May 31, 2010, all months for 2010 fiscal year have been reconciled. City general ledger accounts (books) have been balanced to our bank accounts and there are no differences.

Pooled cash report does match treasurers report and it also has information as to where our money is located. Each of these accounts have been reconciled and they balance to our reports. This appears on the bottom of the attached report.

While we now have financial statements that match our bank balances, the job now is to analyze and validate fund balances. Validate revenue and expenditures – did they get into the correct fund?

Joe Myers

City Accountant

City of Washington, Iowa

(319) 653-6584

CITY OF WASHINGTON, IA
YEAR TO DATE TREASURERS REPORT
AS OF MAY 31, 2010

	July 1, 2009					May 31, 2010
FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	(460,313.00)	3,706,971.30	-	3,557,385.49	(5,395.86)	(316,123.05)
110-ROAD USE	754,814.00	619,182.62	-	578,636.78	(694.01)	794,665.83
112-EMPLOYEE BENEFITS	-	162,287.89	-	162,287.89	-	-
113-LIABILITY INSURANCE	-	83,782.35	-	83,782.35	-	-
121-LOCAL OPTION SALES TAX	-	-	-	-	-	-
125-URBAN RENEWAL AREA #1	-	16,531.28	-	16,531.28	-	-
126-URBAN RENEWAL AREA #2	-	-	-	-	-	-
127-URBAN RENEWAL AREA #3A	-	73,992.97	-	73,992.97	-	-
128-URBAN RENEWAL AREA #3B	-	-	-	-	-	-
129-URBAN RENEWAL AREA #3C	-	42,595.39	-	42,595.39	-	-
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	24,447.77	-	24,447.77	-	-
132-URBAN RENEWAL AREA #5	-	21,940.10	-	21,940.10	-	-
133-URBAN RENEWAL AREA #6	-	155,803.16	-	155,803.16	-	-
145-HOUSING REHABILITATION	48,288.00	-	-	-	-	48,288.00
200-DEBT SERVICE	-	907,696.46	-	1,032,730.61	-	(125,034.15)
300-CAPITAL RESERVES	375,999.00	4,135.28	-	2,342.95	-	377,791.33
301-CAPITAL PROJECTS FUND	4,458,983.00	1,567,848.28	-	2,989,118.60	-	3,037,712.68
302-URBAN RENEWAL BIODIESEL 6	34,991.00	-	-	34,991.00	-	-
510-BAND BOOSTER	-	-	-	290,841.42	-	(290,841.42)
520-DOG PARK	6,373.52	1,114.01	-	552.15	-	6,935.38
530-TREE COMMITTEE	6,063.32	9,229.00	-	10,871.85	-	4,420.47
540-POLICE FORFEITURE	-	-	-	4,500.00	-	(4,500.00)
550- PARK GIFT	242,801.00	3,685.64	-	10,530.20	-	235,956.44
560-AIRPORT GIFT	-	-	-	-	-	-
565-GAS REVOLVING FUND	-	-	-	-	-	-
570-LIBRARY GIFT	50,277.00	2,702.78	-	11,841.13	-	41,138.65
580-CEMETERY GIFT	-	-	-	-	-	-
600-WATER UTILITY	6,573.00	880,457.94	-	955,899.96	2,091.55	(66,777.47)
610-SANITARY SEWER	809,251.00	735,135.62	-	639,069.08	(1,538.76)	903,778.78
660-AIRPORT	-	-	-	-	-	-
670-SANITATION	17,223.00	431,432.27	-	306,293.80	-	142,361.47
910-TRUST ACCOUNTS	257,765.00	15,671.90	-	13,628.54	-	259,808.36
950-INSURANCE CLEARING	-	-	-	-	-	-
951-PAYROLL CLEARING	-	-	-	-	-	-
952-OLD FUND 090	-	-	-	-	-	-
TOTAL BALANCE	6,609,088.84	9,466,644.01	-	11,020,614.47	(5,537.08)	5,049,581.30

Cash In Bank - Pooled Cash

U.S. Bank - Operating Account	214,911.88
Cash in Drawer	350.00
Wash St Bank MM	255,021.95
Wash St Bank CD	4,405.26
Federation Bank - utility account	30,363.85
Investment in IPAIT	4,372,212.47
Wash St Bank - library accounts	172,315.89

Total Cash In Bank - Pooled Cash	<u>5,049,581.30</u>
----------------------------------	---------------------

APPLICATION FOR DANCING PERMIT

Date 6/15/10 New ☐ Fee Paid 25⁰⁰

Renewal ☒

To the City of Washington, Iowa: Previous License Number _____

The undersigned hereby applies for a Dancing Permit on premises of Class "B" Beer Permit or on premises of Liquor Control License.

1. Name of Applicant Lexboul Entertainment LLC
DBA The Wagon Wheel

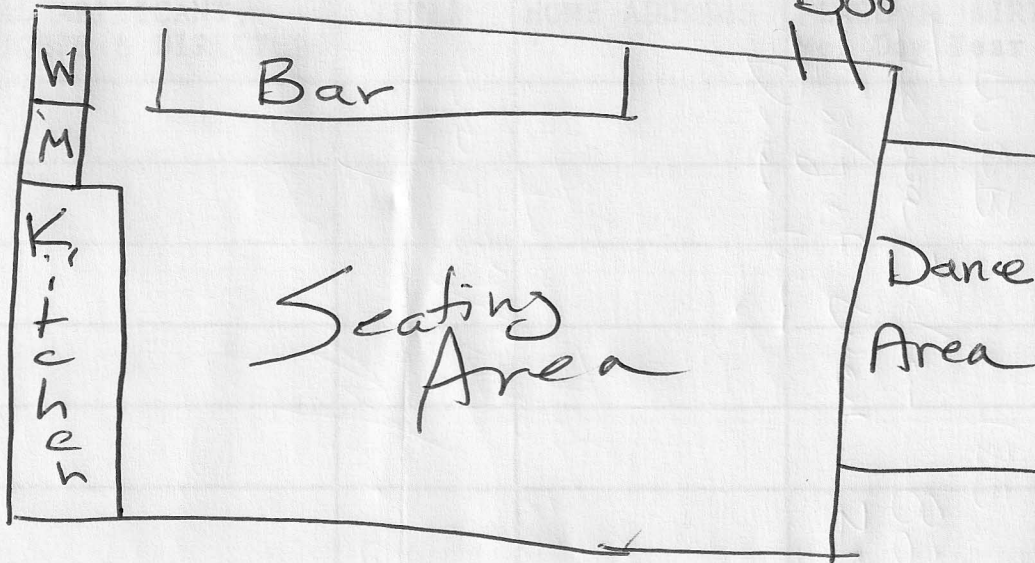
2. Trade Name (if any) _____

3. Street Address 521 E. 7th Street

PHONE: Home _____ Business 319-653-3637

NAME PARTN	H	(Yes or US CITIZ
A.		
B.		
C.		
D.		
E.		
F.		

Rest Room



(a) Description of Corporation:

REGISTERED NAME OF CORPORATION	INCORPORATED		IF FOREIGN CORPORATION GIVE DATE OF CERTIFICATE OF AUTHORITY
	PLACE	DATE	
(a) List complete information for every room which is to be used in the operation of the licensed business.			

ORDINANCE NO.

AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY OF WASHINGTON, IOWA, BY CHANGING
SPEED ZONES ON EAST WASHINGTON STREET.

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

Section 1. **Delete Phrase.** Section 63.12, "Special 30 MPH Speed Zones", paragraph 1 "on East Washington Street (State Highway 92) between South Seventh Avenue and South 15th Avenue" is repealed.

Section 2. **Delete Phrase.** Section 63.14, "Special 40 MPH Speed Zones", paragraph 1 "on East Washington Street (State Highway 92) between South 15th Avenue and the east City limits" is repealed.

Section 3. **Repealer.** All ordinances or parts thereof in conflict with the foregoing provisions are hereby repealed.

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

Passed and approved this ____ day of _____, 2010

Sandra Johnson, Mayor

Illa Earnest, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WASHINGTON,
IOWA, ZONING MAP BY REZONING CERTAIN
REAL ESTATE AS HEREIN DESCRIBED

WHEREAS, the Planning & Zoning Commission of the City of Washington, Iowa, held a public hearing pursuant to published notice and has recommended the rezoning herein described; and

WHEREAS, the City Council of the City of Washington, Iowa has held a public hearing, pursuant to published notice and finds that said rezoning is in the public interest.

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

Section 1. That Section 165.02 of the Code of Ordinances of the City of Washington, Iowa, and the official Zoning Map referred to therein, are hereby amended by reclassifying as "R-4 Multi-Family Residential" real estate within the city limits of the City of Washington, Iowa, described as follows, to wit:

South Iowa Avenue Church S/D Lot 2 of Section Twenty (20), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, in Washington County, Iowa.

Section 2. Repealer. All ordinances or parts thereof in conflict herewith are hereby repealed.

Section 3. Effective Date. This ordinance shall be in effect from and after its final passage and publication as provided by law.

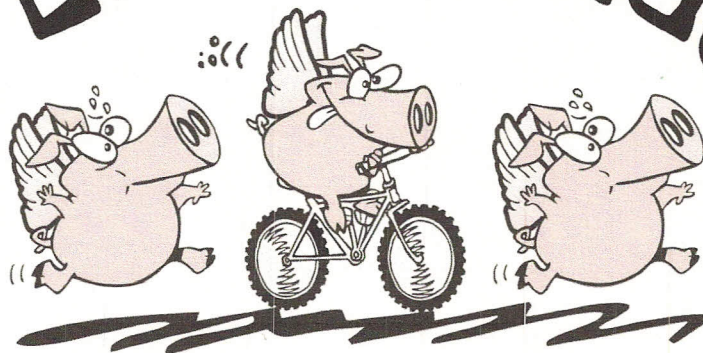
Passed and approved on the _____ day of _____, 20____.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

FLYING PIGS



Quathalon run bike run

Washington, Ia

5k Run/20 mile bike/1.5 mile run

Individual or Team of 3

Saturday, September 25th

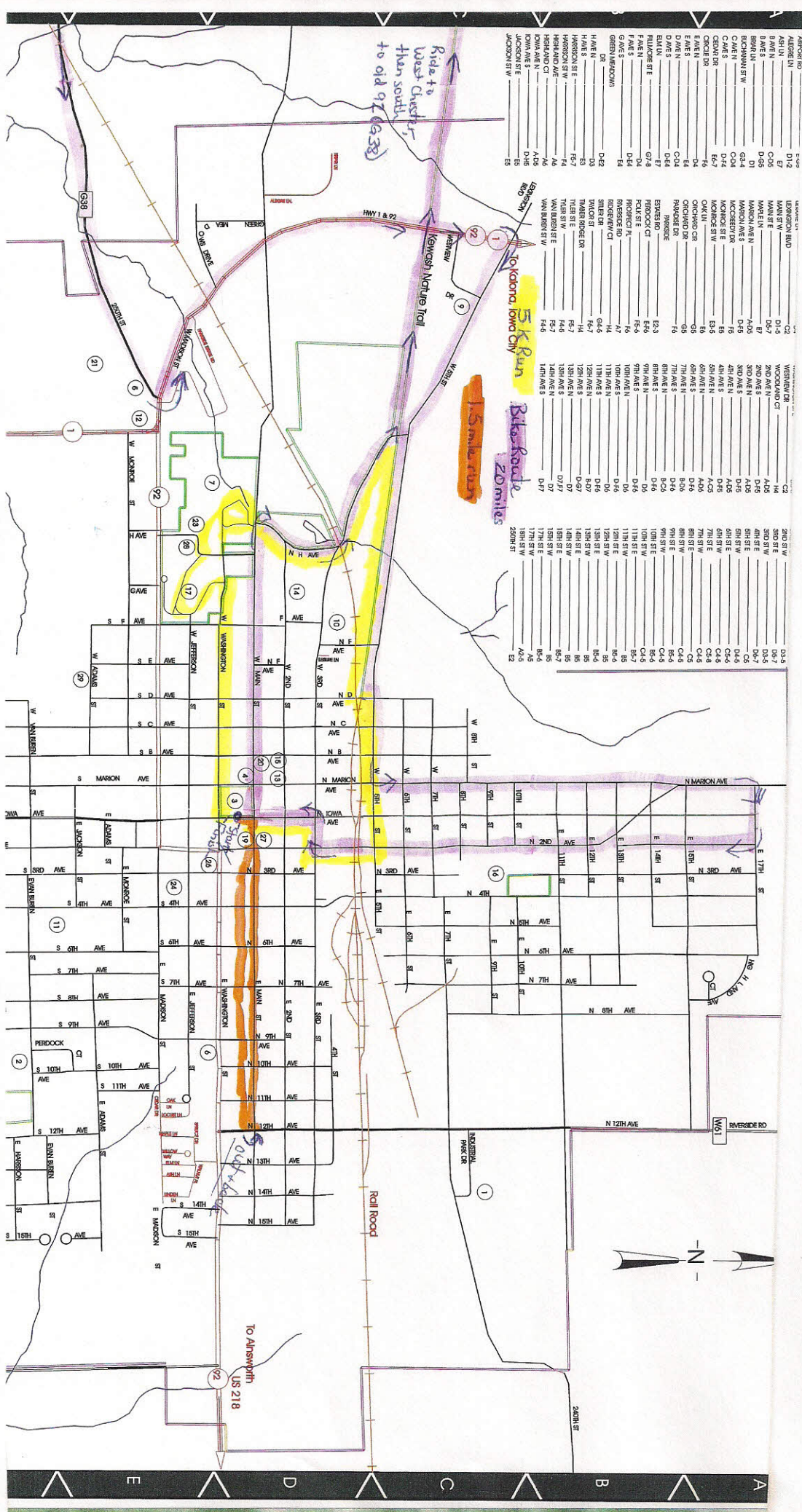
Registration: 8:00am Race: 9:00am

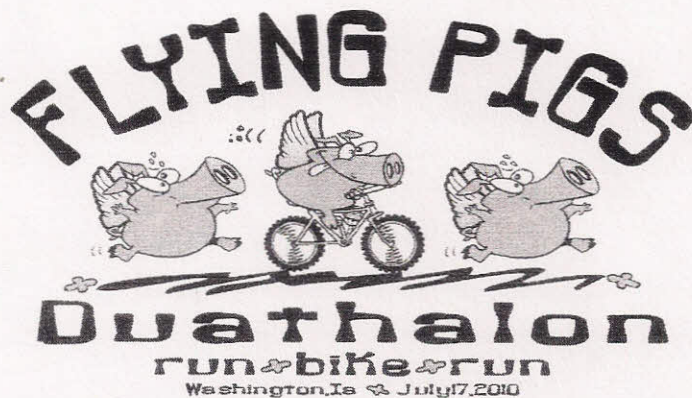
BODYWRX Fitness

110 S. Iowa Ave.

Washington, IA 52353

Questions or additional information, please contact Teri Hartzler at
BODYWRX Fitness 319-653-6500 or email info@bodywrxfitness.com





Saturday, September 25th

Registration: 8:00AM Race: 9:00AM

BODYWRX Fitness Center

110 S Iowa Ave. Washington, IA 52353

Individual or Teams of 3

Individual Categories: 12 & under, 13-18, 19-29, 30-39, 40-49, 50+ Medal for 1st & 2nd Male and Female

Trophy for overall individual Male and Female.

Teams must have 3 participants. Medals for 1st, 2nd & 3rd place.

Questions or additional information, please contact Teri Hartzler at BODYWRX Fitness 319-653-6500 or email info@bodywrxfitness.com

(Make checks payable to BODYWRX Fitness and send to the address listed above.)

Last name _____ First name _____

Parent name (if under 18) _____

Address _____ City _____ State _____ Zip _____

RACE (Circle one) Individual Team Team name _____

Age _____ M or F T-Shirt Size Youth M L Adult S M L XL XXL

Individual Entry Fee: \$20 post marked by September 13th * **Must register by this date to receive a t-shirt.**

\$25 After September 13th through race day.

Team Entry Fees: \$50 post marked by September 13th * **Must register by this date to receive t-shirts.**

\$60 After September 13th through race day.

I understand that I am legally agreeing to the following statements in the paragraph of this waiver by signing below. I acknowledge that a bike ride/run on an open course (without traffic control) is extremely dangerous and can bring with it the potential for death, serious injury, and property damage. My Signature below is acknowledgement that I am riding a bicycle and running on public roads around Washington at my own risk. I understand that this is a "Group Ride" and not an event related to or sanctioned by any organization. My bicycle ride today is not sanctioned or covered by an insurance provider and thus I assume all responsibilities (medical or safety) for myself. I realize that I am here on my own accord and choose to ride my bicycle at my own risk. I am solely responsible for myself and my own safety. I do not hold BODYWRX Fitness or the city of Washington responsible for my actions today during this bicycle ride and run and I do not hold BODYWRX Fitness or the city of Washington responsible for any risk or injuries which may occur because of my bicycle ride or run. I realize that I am entering a public roadway without event control devices and that cars on these roadways will not be aware of my presence.

Signature _____ Date _____

Signature of parent/guardian _____ Date _____



205 West Main Street • Washington, IA 52353 • (319) 653-3272 • Fax (319) 653-5805

Monday, May 31, 2010

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

Dear Council Members,

Main Street Washington will again be hosting Celebrate Washington, a one day community festival showcasing our downtown and highlighting Washington's unique culture on Saturday, August 7, 2010. Celebrate Washington has been developed to provide a fun and relaxing day for people of all ages, cultures, and backgrounds to enjoy downtown Washington. This one day festival is a family friendly event that will feature a juried art show, artist demonstrations, live entertainment, interactive children's activities, sand volleyball tournament, horseshoe tournament, street dance, outdoor service areas, and local culinary offerings. We expect many residents and visitors to converge on downtown Washington to enjoy this full day of activities.

Your help is needed to see this project through to fruition. We ask that you approve the closure of the four blocks surrounding Central Park from 7 am on Saturday, August 7th to 2 am on Sunday, August 8th. MSW has planned activities that will utilize this space to attract participants of all ages and differing interests. The planning committee has developed the attached map to provide a better understanding of the planned use of the downtown area. We ask for you to approve our request for street closures to provide the following during Celebrate Washington:

- Marion Avenue will be utilized to set up all food vendors as well as a designated area for entertainers to park and unload equipment.
- Main Street will be utilized to provide entertainment and activities for the youth of our community including a petting zoo, pony rides, bounce house, children's stage, and hands-on activities.
- Washington Street will be utilized for a loading and unloading zone for art vendors and the entertainers as well as an area to set up kybos for the expected large crowds to utilize. We also plan to utilize Washington Street to offer handicap parking for patrons.
- Iowa Avenue will be closed off as MSW plans to bring in more than 20 tons of sand to host a sand volleyball tournament as well as a horseshoe tournament. Due to the large amount of sand that will be brought into the downtown Iowa Avenue will remain closed until late Sunday afternoon after Church in the Park so that removal does not interfere with any other activities. We also ask that you approve our request to fence of the tournament area to host a controlled outdoor service area during the times of the two tournaments.

We also ask that you approve our request to host a controlled and restricted outdoor service area between the hours of 5 pm and 12 am on Saturday, August 7th. With the newly completed bandstand we request the use of this area as a controlled outdoor service area. We are making changes that families requested last year and ask that you consider that this area be split in two areas so that adults may enjoy this area with an area for their families to also enjoy the entertainment on the stage.

These requests are integral in the success of this event. By utilizing the entire Central Park area we are creating a space specifically for these activities including an area for the public to enjoy the music and street dance as well as enough room to block off and control for the restricted service area. The street closures will also require that all patrons utilize the sidewalks in front of our stores to encourage increased shopping and sales.

Main Street has carefully planned this event so that all legal, safety, and other concerns are addressed. We will ID patrons entering the service area and supply wrist bands for future identification and access to the service area. In addition, they will purchase tickets for their beverages to allow servers to concentrate on who they are serving, not handling money. Patrons will be served only within the controlled designated service area.

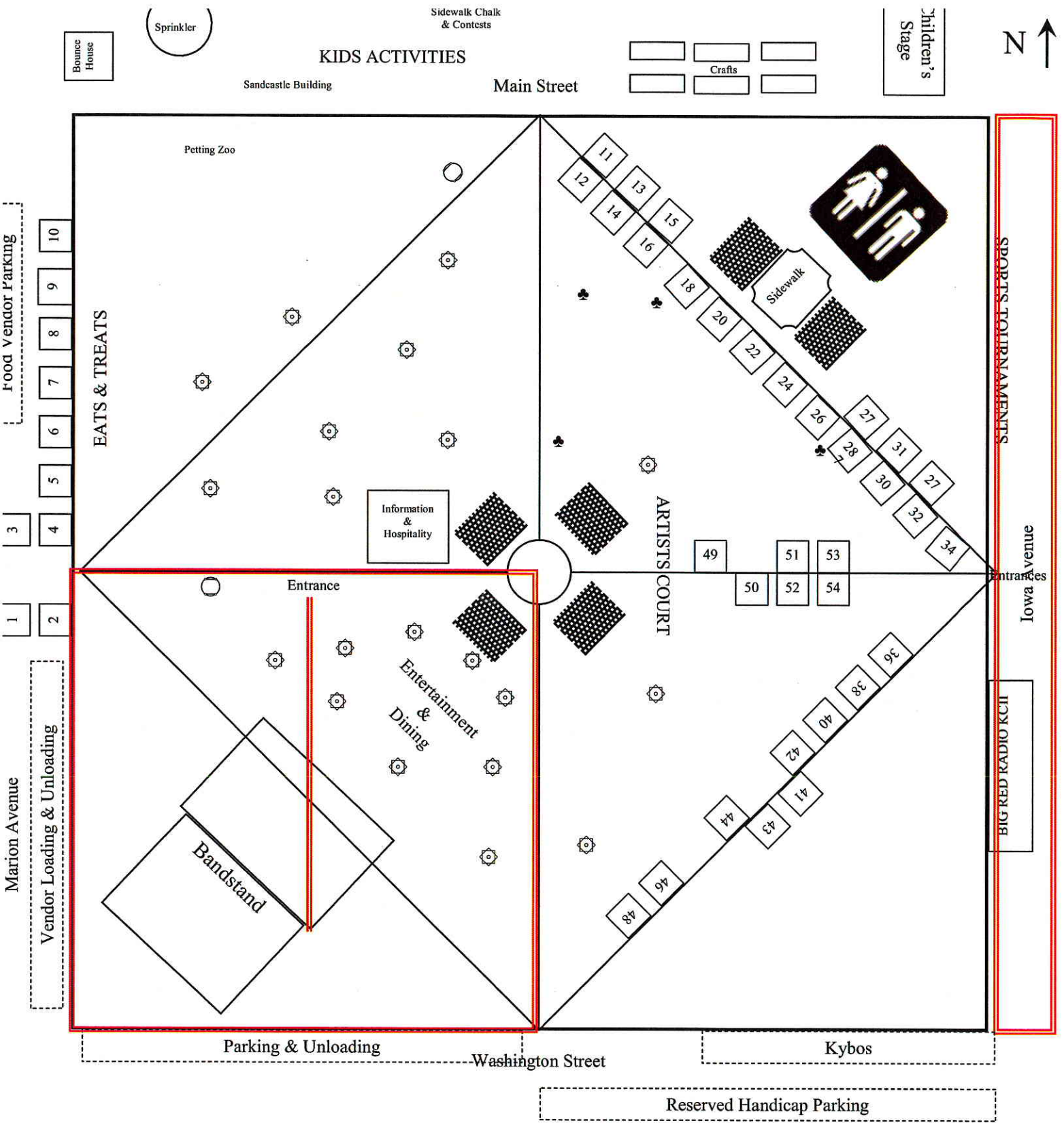
Main Street Washington representatives have spoken with Chief Goodman to discuss logistics and safety concerns. We discussed the need for additional officers to be on hand and Chief Goodman assured us that the Police Department would staff the day and evening accordingly for this community event. We will continually follow up with the Police Department between now and the time of the Celebrate Washington to ensure that all logistics and safety concerns are being addressed.






Thank you for your time and consideration in helping to create a successful Celebrate Washington!

Sincerely,

Amy J. Vetter,
Executive Director

Don Kline,
President



-  Bush
-  Tree
-  Tables
-  Handwashing
-  Fenced Service Area

City of Washington

Planning and Zoning Minutes, June 8, 2010

The Planning and Zoning Commission of the City of Washington, Iowa met in session at the former Washington Library, Tuesday, June 8, 2010. On roll call: Present: Delong, Larson, Hanshaw, Bonar, Hofer and Miller. Absent: Salazar, Fredrick and Johnson.

Also present were Acting City Building & Zoning Official Bruns, City Engineering Technician Henkel, City Attorney Arbuckle and Mayor Johnson. Representing Wiley Subdivision: Greg Wiley and his project designer from MMS. Representing the public: Wilfrid Vittetoe

Item 2 on the agenda: To approve the revised agenda as written. A modification was added to the revised agenda to add item 2A the approval of the minutes of the May 11, 2010 planning and zoning meeting as written. A motion to approve the agenda as amended was made by Larsen and seconded by Delong. Motion carried unanimously.

Item 2-A on the agenda: Minutes to be approved from the May 11, 2010 planning and zoning meeting as written. A motion was made by Larsen to approve the meeting as written and seconded by Bonar. Motion carried unanimously.

Item 3 on the agenda: Revised minutes to be approved from the April 13, 2010 planning and zoning meeting as written. A motion was made by Delong to approve the meeting as written and seconded by Hanshaw. Motion carried unanimously.

Item 4 on the agenda: The approval of the Wiley Subdivision, Final Plat, Lot 1. The MMS Designer for Wiley Subdivision explained the plan to construct the storm water detention system and the storm main from Lot 1 to Lot 4 prior to construction. Matt Miller stated that, in notes from the City Engineer Rob McDonald, the total system must be completed before the transfer of property. Greg Wiley asked if that could be reworded to allow the sale of Lot 1 during the construction of the system. General discussion on the wording ended with a recommendation by the City Attorney Craig Arbuckle that the wording proposed by the City Engineer Rob McDonald be used. Further discussion continued with the MMS designer asking, if an escrow account was setup for the construction of the storm water detention system, whether the sale of Lot 1 would be allowed before the system was completed. City Attorney Arbuckle said that that would be acceptable. Wilfrid Vittetoe was asked if he had anything to add; he stated he thought the plan for the detention system was acceptable. **Matt Miller made a recommendation for approval of the final plat, as submitted with the**

requirement that the engineering and construction of the storm water detention system that serves Wiley Subdivision, Additions [Lots] 1 thru 4 be completed by the developer prior to any property transfer. A motion was made by Larsen and seconded by Bonar. Motion carried unanimously.

Item 5 on the agenda: Election of Officers. Matt Miller stepped down as Chair and resigned his position on the Planning and Zoning Commission. Larson nominated Deran Delong as Chairperson and was seconded by Hanshaw. Delong's nomination to Chair carried unanimously. This vacated Delong's position as Vice-Chair. Larson nominated Jim Hanshaw as Vice-Chair and was seconded by Bonar. Hanshaw's nomination to Vice-Chair carried unanimously.

Item 6 on the agenda: Adjournment. Motion was made by Larsen and seconded by Delong. Motion carried unanimously at 7:52 P.M.

Matt Miller, Chair
Deran Delong, Vice Chair

By: Keith Henkel, Engineering Technician

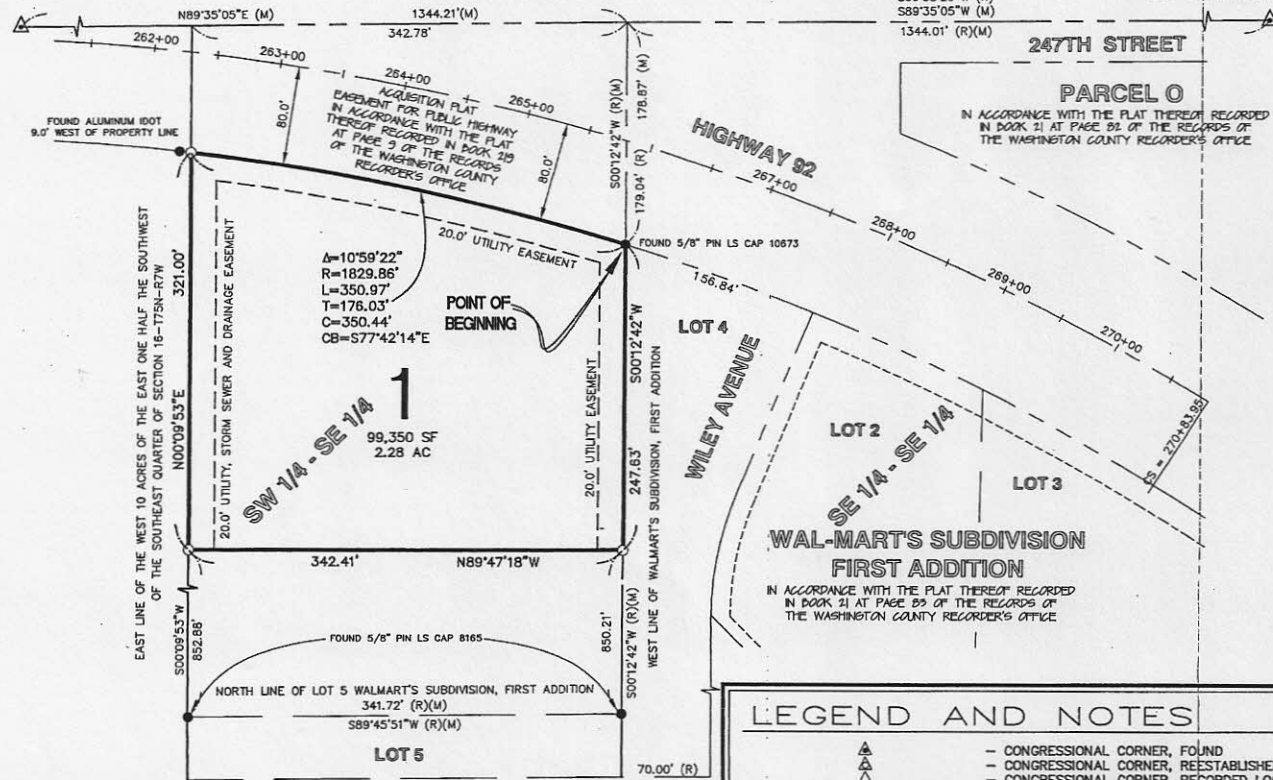
OWNER/APPLICANT:
GREG WILEY
2474 HIGHWAY 92
WASHINGTON, IOWA 52353

OWNER'S ATTORNEY:
DOUGLAS D. RUPPERT
122 S. LINN STREET
IOWA CITY, IOWA 52240

NORTHWEST CORNER
OF THE
SOUTHWEST QUARTER
OF THE
SOUTHEAST QUARTER
OF
SECTION 16-175N-R7W
OF THE FIFTH P.M.
FOUND BRASS PLUG
BOOK ?? AT PAGE ??

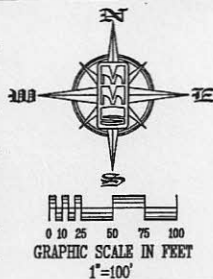
NORTHEAST CORNER
OF THE
SOUTHWEST QUARTER
OF THE
SOUTHEAST QUARTER
OF
SECTION 16-175N-R7W
OF THE FIFTH P.M.
FOUND 'DOT' MONUMENT
BOOK ?? AT PAGE ??

FINAL PLAT WILEY SUBDIVISION, FIRST ADDITION WASHINGTON, WASHINGTON COUNTY, IOWA



I certify that during the month of May 2010, at the direction of Greg Wiley, a survey was made under my supervision of a Portion of the Southwest Quarter of the Southeast Quarter of Section 16, Township 75 North, Range 7 West, of the Fifth Principal Meridian, Washington, Washington County, Iowa, the boundaries of which are described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 16, Township 75 North, Range 7 West, of the Fifth Principal Meridian, Washington County, Iowa; Thence N89°35'05"E, along the North Line of said Southwest Quarter of the Southeast Quarter, 1344.21 feet, to its intersection with the Northerly Projection of the West Line of Wal-Mart's Subdivision, First Addition, in accordance with the Plat thereof Recorded in Book 21 at Page 83, of the Records of the Washington County Recorder's Office; Thence S00°12'42"W, along said Northerly Projection, 178.87 feet, to the Northwest Corner of said Wal-Mart's Subdivision, First Addition and the Point of Beginning; Thence continuing S00°12'42"W, along the West Line of said Wal-Mart's Subdivision, First Addition, 247.63 feet; Thence N89°47'18"W, 342.41 feet, to a Point on the East Line of West 10 Acres of the East One-Half of the Southwest Quarter of the Southeast Quarter of said Section 16; Thence N00°09'53"E, along said East Line, 321.00 feet, to a Point on the South Line of "Easement for Public Highway" in accordance with the Acquisition Plat Recorded in Book 219, at Page 9 of the Records of the Washington County Recorder's Office; Thence Southeasterly, 350.97 feet, along said South Line, on a 1829.86 foot radius curve, concave Southwesterly, whose 350.44 foot chord bears S77°42'14"E, to the Point of Beginning. Said Tract of Land contains 2.28 Acres, and is subject to easements and restriction of record.



LEGEND AND NOTES

- ▲ CONGRESSIONAL CORNER, FOUND
- △ CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCAL
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- ⊗ CUT "X"
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTE
- EXISTING EASEMENT LINES, PURPOSE NOT
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

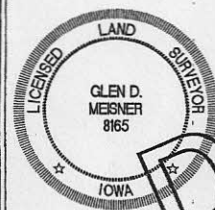
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

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

GLEN D. MEISNER, L.S. Iowa Lic. No. 8165

My license renewal date is December 31, 20__.

Pages or sheets covered by this seal:



SEAL

Signed before me this ____ day of ____, 20__.

Notary Public, in and for the State of Iowa.

FINAL PLAT

WILEY SUBDIVISION
FIRST ADDITION
WASHINGTON
WASHINGTON CO.
IOWA

MMS CONSULTANTS, INC.

05-15-2010

Designed by: DAM

Drawn by: RLW

Checked by: GDM

Project No.: 8378001

Sheet No.: 1 of 1

Date: Revision:

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

5741 C ST. SW SUITE C
CEDAR RAPIDS, IOWA 52404
(319) 841-5188

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS



Prepared by: Douglas D. Ruppert, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222

Return to: Douglas D. Ruppert, 122 South Linn Street, Iowa City, IA 52240

RESOLUTION NO. _____

RESOLUTION APPROVING THE FINAL PLAT OF
WILEY SUBDIVISION, FIRST ADDITION

WHEREAS, John Gregory Wiley and Lori Wiley, husband and wife, have caused to be subdivided and platted real estate formerly described as follows, to wit:

Commencing at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 16, Township 75 North, Range 7 West, of the Fifth Principal Meridian, Washington County, Iowa; Thence N89°35'05"E, along the North Line of said Southwest Quarter of the Southeast Quarter, 1344.21 feet, to its intersection with the Northerly Projection of the West Line of Wal-Mart's Subdivision, First Addition, in accordance with the Plat thereof Recorded in Book 21 at Page 83, of the Records of the Washington County Recorder's Office; Thence S00°12'42"W, along said Northerly Projection, 178.87 feet, to the Northwest Corner of said Wal-Mart's Subdivision, First Addition and the Point of Beginning; Thence continuing S00°12'42"W, along the West Line of said Wal-Mart's Subdivision, First Addition, 247.63 feet; Thence N89°47'18"W, 342.41 feet, to a Point on the East Line of West 10 Acres of the East One-Half of the Southwest Quarter of the Southeast Quarter of said Section 16; Thence N00°09'53"E, along said East Line, 321.00 feet, to a Point on the South Line of "Easement for Public Highway" in accordance with the Acquisition Plat Recorded in Book 219, at Page 9 of the Records of the Washington County Recorder's Office; Thence Southeasterly, 350.97 feet, along said South

Line, on a 1829.86 foot radius curve, concave Southwesterly, whose 350.44 foot chord bears S77°42'14"E, to the Point of Beginning. Said Tract of Land contains 2.28 Acres, and is subject to easements and restriction of record.

WHEREAS, the preliminary and final plat thereof have been approved by the Planning and Zoning Commission of the City of Washington, Iowa;

WHEREAS, the same conforms with the laws of the State of Iowa and the ordinances of the City of Washington, Iowa;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Washington, Iowa, that said subdivision as it appears on the Final Plat affixed hereto to be known as WILEY SUBDIVISION, FIRST ADDITION, be approved; and the Mayor and the Clerk of the City of Washington, Iowa, are hereby authorized and directed to certify a copy of this Resolution, which shall be affixed to the Plat.

The above Resolution was moved by _____ and seconded by _____, that the Resolution be adopted as read; and upon vote, AYES _____, NAYS _____, ABSENT _____, was approved.

Passed and approved this _____ day of _____, 2010.

, Mayor

ATTEST:

, City Clerk

Engineering Dept.
215 E. Washington St.
Washington, IA 52353
319-653-9945

City of Washington

Memo

To: Mayor Johnson and City Council
From: Rob McDonald, City Engineer
Date: June 10, 2010
Re: 2010 Seal Coat Project

Attached is the documentation needed for this year's seal coat program, including a resolution approving the specifications and setting the dates for a public hearing and receiving the bids. The quantities in the Notice to Bidders was left blank to fill in prior to advertizing to bidders. Bids will be taken about a month earlier this year to provide more warm weather to allow the rock chips to set into the asphalt, after receiving one or two complaints from citizens last year. A cost estimate will be provided at the council meeting.

RESOLUTION NO. 2010-_____

A RESOLUTION APPROVING SPECIFICATIONS, FORM OF CONTRACT,
COST ESTIMATE, AND SETTING DATES FOR A PUBLIC HEARING AND
RECEIPT OF BIDS FOR THE 2010 SEAL COAT PROJECT

WHEREAS, specifications, form of contract, and cost estimate have been prepared for the 2010 Seal Coat Project and are filed with the City Engineer; and

WHEREAS, these specifications, form of contract, and cost estimate appear to be correct and suitable for the purpose intended;

WHEREAS, the 2010 Seal Coat Project is to be paid with Road Use Tax funds;

NOW, THEREFORE, be it resolved by the City Council of Washington, Iowa that:

Section 1. The above specifications, form of contract, and cost estimate referred to are approved.

Section 2. On July 7, 2010 at 7:00 p.m. in the City Council Chambers at the former Public Library, Washington, Iowa, this Council shall hold a public hearing on the specifications, form of contract, and cost estimate for this proposed project.

Section 3. The City Clerk shall give notice of such public hearing by publication of a notice in the Washington Evening Journal not less than four (4) nor more than fourteen (14) days prior to the date set for the hearing. The notice shall be in the following form:

(NOTICE OF PUBLIC HEARING ATTACHED)

Section 4. Sealed proposals for the 2010 Seal Coat Project will be received at the office of the City Clerk, City Hall, Washington, Iowa until 10:00 a.m. on July 14, 2010. The City Clerk shall open the proposals received and announce the results at 10:05 a.m. on the same day.

Section 5. The City Clerk is directed to give notice of such reception of bids by publication of a notice in the Des Moines Register not less than twenty (20) nor more than twenty-five (25) days prior to the date for reception of bids. The notice shall be in the following form:

(NOTICE TO BIDDERS ATTACHED)

Section 4: All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED this 16th day of June, 2010.

Sandra Johnson, Mayor

ATTEST

Illa Earnest, City Clerk

PUBLIC NOTICE

NOTICE SETTING TIME AND PLACE OF PUBLIC HEARING ON THE 2010 SEAL COAT PROJECT

Public Notice is hereby given that the City Council of the City of Washington, Iowa will hold a public hearing to hear comments on the specifications, form of contract, and cost estimate for the proposed 2010 Seal Coat Project. The project will be located on various streets throughout the town. Said hearing will be held in the City Council Chambers (former public library), 120 East Main Street, Washington, Iowa, on July 7, 2010 at 7:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

Illa Earnest, City Clerk

CITY OF WASHINGTON, IOWA

2010 SEAL COAT PROJECT

NOTICE TO BIDDERS

Notice is hereby given that there are on file with the City Clerk of the City of Washington, Iowa, proposed plans, specifications, and form of contract for the public improvements hereinafter described for the 2010 Seal Coat Project.

Sealed proposals for the construction of the said improvements will be received at the office of the City Clerk for the City of Washington, Iowa until **10:00 A.M., July 14, 2010**. At 10:05 A.M. all sealed proposals will be publicly opened, read aloud, and tabulated.

The general description of the work involved is as follows:

Approximately of ____ SY of seal coat overlay and ____ SY of surface correction, subject to additional work as needed.

Bids will be received for work under one contract.

The City will be issuing a sales tax exemption certificate, so the cost of sales tax should not be included in the bid.

Each proposal shall be made on the proposal form prepared for this purpose, which may be obtained from the City Engineer or on a form approved by the Engineer. Each proposal shall be accompanied by a bid bond on the form included in the specifications or another approved form, or a cashier's check or certified check drawn on a bank or credit union in Iowa or a bank chartered under the laws of the United States, and filed in a sealed envelope separate from the one containing the proposal. The contractor's **bid bond**, cashier's or certified check shall be in an amount of **10%** of the bid price made payable to the Treasurer of the City of Washington, Iowa. The bid bond will act as security that, if awarded a contract by resolution of the Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The bid bond will be forfeited and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance and payment bonds and an acceptable certificate of insurance within fifteen (15) days after the acceptance of his proposal by resolution of the council. No Bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Payment for said work will be made in cash from proceeds to be received from the **Road Use Tax** funds of said City and/or cash funds of said City that are available and that may be legally used for said purpose.

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the contract value of the work completed during the preceding month. Estimates will be prepared the last week of the month by the Contractor and approved by the Engineer. The Engineer will certify the approved estimate to the Council for payment on the next regularly scheduled Council meeting of the following month. Such payment will in no way be construed as an act of acceptance for any part of the work partially or totally, completed. The balance of the **five percent** due the Contractor will be paid not earlier than 31 days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City Clerk that the materials, labor, and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. The Contractor may be required to submit lien waivers prior to payment approval. The Contractor shall submit a **2-year maintenance bond** for the total amount of the project prior to final payment and acceptance of the project.

All work and equipment is to be in accordance with the plans, specifications, and form of contract now on file in the City Clerk's office and by this reference made a part hereof as though fully set out and incorporated herein.

The work shall be completed by **August 31, 2010**.

Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per calendar day will be assessed for each day the work shall remain uncompleted after the contract completion date, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor and approved by the City.

The successful bidder will be required to furnish a corporate **surety bond** in an amount equal to one hundred percent (**100%**) of the contract price prior to commencing work on the project. Said bond shall be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract and the terms and conditions until the time of acceptance of the improvements by the City.

Plans and specifications governing the construction of the proposed improvements have been prepared by the City Engineer of Washington, Iowa. Said plans and specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice, and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Said plans, specifications, and proposed contract documents are now on file in the City Clerk's office at 215 East Washington Street, Washington, Iowa, for examination by bidders. Copies of plans, specifications, form of proposal, and form of contract may be secured at the City Engineer's office by bona fide bidders.

The City reserves the right to reject any and all bids and to waive informalities and technicalities in any bid, and to enter into such contract, or contracts, as it shall deem for the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of letting.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. The Iowa Reciprocal Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

Memorandum

To: Mayor Johnson and City Council
From: David S. Plyman, City Administrator
Date: June 15, 2010
Re: Health Insurance

ISSUE

Consider changes to the City's group health insurance plan.

BACKGROUND

As mentioned in another memo, the City negotiated changes with the Teamsters with regards to the City's employee group health insurance plan. The City purchases health insurance from Wellmark Blue Cross/Blue Shield. According to the City's insurance agent, Terrie Copler with True North, Wellmark was going to discontinue offering the old health insurance plan when it expired next year. As such, the parties reached a tentative agreement concerning another plan offered by Wellmark.

The major change in the plan concerns deductibles. The deductibles will be doubled, from \$250 to \$500 for single and from \$500 to \$1,000 for families. There will also be a new \$100 deductible for non-generic prescriptions. Office co-pays will be increasing \$5 per visit.

The annual cost for the new plan will decline by \$57,838. Employees who participate in family plans will see their contributions reduced since they pay 25% of the cost.

RECOMMENDATION

Approve a contract with Wellmark Blue Cross/Blue Shield for the Alliance Select UQ7/T98 plan.



Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium
5506	Street or Road Paving	8.12	384,471	31,219
7520	Waterworks Operations & Driver	4.09	105,253	4,305
7580	Sewage Disposal Plant Operation	2.79	130,683	3,646
7710	Firefighters & Drivers	25.89	152,129	39,386
7711	Volunteer Firefighters & Drivers	25.89	38,996	10,096
7720	Police Officers & Drivers	3.30	571,712	18,866
8380	Automobile - All Others	3.62	43,995	1,593
8810	Clerical Office Employees - NO	0.29	462,636	1,342
8810V	Elected or Appointed Officials	0.29	20,077	58
8820	Attorney - All Employees	0.26	35,211	92
9015	Building Maintenance - Operation	4.16	60,548	2,519
9101	Public Library/Museums - Maint	6.12	5,585	342
9102	Parks NOC - All Employees	3.84	82,015	3,149
9220	Cemetery Operations & Drivers	4.92	78,955	3,885
9403	Garbage Collection & Drivers	10.65	31,934	3,401
9410	Municipal Employees	2.54	244,493	6,210
Totals:			2,448,692	130,109

Washington (0706)

Estimated Premium Schedule as of 5/12/2010

Policy Period: 07/01/2010 to 07/01/2011

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$6310	5%	7% max.
Loss Control Compliance Credit:	\$0	0%	0% max.
Loss Experience Credit:	\$6310	5%	10% max.
Large Premium Credit:	\$12621	10%	10% max.
Total Discount:	\$25241	20%	27% max.

Workers' Compensation Premium Calculation

Pure Premium:	130,109
Experience Modification Factor:	x 0.97
Modified Premium:	126,206
IMWCA Discount Amount:	- 25,241
Discounted Premium:	100,965
Expense Constant:	+ 260
Total Premium:	101,225

Total Estimated Coverage Premium:

\$101,225

This is not an invoice.

*This will be on the
6/16 agenda - D*

PO Box 93688, Des Moines, IA 50393-3688
 Administrative Services: (515) 244-7282
 Claims: (800) 257-2708 ■ (515) 244-2708
 Fax: (515) 288-3848 ■ www.imwca.org

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

IMWCA

317 SIXTH AVENUE, SUITE 800
DES MOINES, IOWA 50309
PH: 515-244-7282

INVOICE

INV36861

DATE

6/1/2010

PAGE:

1

Washington, City of
215 E Washington

Washington IA 52353

Mbr No: Member Name:
0706 Washington, City of

Please remit payment to: IMWCA, P.O. Box 310009, Des Moines, IA 50331-0009

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	DEPOSIT	Deposit - Work Comp Premium 10-11 This invoice is 25% of total annual premium. The balance will be invoiced in 7 monthly installments of \$10846. If full payment is remitted, total annual premium is \$101225.			25,303.00	\$25,303.00
This invoice is due on July 1, 2010.						

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

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

Subtotal	\$25,303.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$25,303.00

Thank You

080756/07-03

Memorandum

To: Mayor Johnson and City Council
From: David S. Plyman, City Administrator
Date: June 11, 2010
Re: Union Contracts

ISSUE

Consider approval of collective bargaining agreements with the Teamsters for non-supervisory public works and police personnel.

BACKGROUND

The City has two collective bargaining agreements with the Teamsters and Helpers Local Union No. 238 that will expire June 30. One agreement covers non-supervisory police officers and the other contract covers non-supervisory employees working in the Maintenance/Construction, Water Plant and Sewer Plant departments. The City and Union negotiated changes to these agreements (attached). The new agreements will have three year terms.

Under the both contracts, the wage increases each year are: 1.75%, 2% and 2%. The agreement also provides for modifications to the group health which will double the deductibles (single/family to \$500/1,000) and impose a new deductible for prescriptions. Office visit co-pays will also increase. These modifications will help stem future increases in health insurance costs for both the City and employees alike. The proposed agreement will also increase employee group term life insurance from \$20,000 to \$50,000.

The new police agreement clarifies the process by which officers move through the contract's salary step plan. The public works agreement also changes the on-call pay to reflect an employee's current hourly salary (formerly it was two hours at the Operator 1, Step 1 hourly rate).

If approved, the new contracts will go into effect on July 1st.

RECOMMENDATION

Approve a collective bargaining agreement between the City and Teamsters with regards to non-supervisory public works employees and another agreement concerning non-supervisory police officers.

2010 - 2013

MASTER CONTRACT

BETWEEN THE

CITY OF WASHINGTON

AND THE

Chauffeurs, Teamsters and
Helpers Local Union No. 238,
(Police Unit)

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AGREEMENT

This Agreement is executed between the City of Washington, Iowa, hereinafter called "City" or "Employer" and the Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

ARTICLE 1

RECOGNITION

The City agrees that the Union is the exclusive bargaining representative as set out in the Iowa Public Relations Board Case No. 4881, for those employees listed below:

Included: all regular full time and regular part time police officers employed by the City of Washington, Iowa.

Excluded: all elected officials, sergeants, and all others excluded by the Act.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit:
- a. the right to manage the Employer's operations and to direct the working force;
 - b. hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
 - c. the right to maintain order and efficiency;
 - d. the right to extend, maintain, curtail or terminate operations of the Employer;
 - e. the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
 - f. the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities.
 - g. the right to create, modify and terminate departments, job classifications and job duties;
 - h. maintain the efficiency of governmental operations;
 - i. the right to discipline;
 - j. the right to suspend and discharge employees for cause;
 - k. the right to lay off;
 - l. relieve public employees from duties because of lack of work or for other legitimate reasons;
 - m. determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted;
 - n. take such actions as may be necessary to carry out the mission of the public Employer;
 - o. initiate, prepare, certify and administer its budget;
 - p. exercise all powers and duties granted to the public Employer by law;

- q. to permit departmental employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services;
- r. to determine lunch periods, rest periods and cleanup times;
- s. the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
- t. the right to enforce and require employees to observe rules and regulations set forth by the Employer.

2.2 The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

2.3 This Article is not grievable.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

- 3.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and therefore, agrees to cooperate in the attainment of the employer's goals and agrees to the following, to wit:
- a. that it will cooperate with the Employer and support its efforts;
 - b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
 - c. that it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the public.
- 3.2 This Article is not grievable.

ARTICLE 4

DUES DEDUCTION

- 4.1 The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice to the City and to the Union, the city agrees to deduct Union dues of such employee from the employee's pay and remit such deduction to the official designated by the Union in writing to receive such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.
- 4.2 The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law. For purposes of this Agreement, dues shall include only duly authorized Union dues and initiation fees and shall not include special assessments, back dues, fines or similar items.
- 4.3 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 5

NO STRIKE

- 5.1 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
- 5.2. No employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify, or participate in a strike against the city.
- 5.3 In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee:
 - a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the city.
 - b. The Union shall, upon notice from the city, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
 - c. Upon notification by the city to the Union on that certain of its employees are engaged in a violation of this article, the Union shall disavow such violation and shall immediately in writing order such employees to return to work immediately and the Union agrees to take all reasonable effective and affirmative action to secure the employees' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike or other prohibited activity.
- 5.4 The foregoing is in addition to any other rights and remedies provided by the law.

ARTICLE 6

PROBATIONARY PERIOD

- 6.1 All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.
- a. The probationary period for employees shall be twelve (12) months.
 - b. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
- 6.2 Probationary employees shall not be entitled to any provisions or fringe benefits under the terms of this agreement. However, probationary employees may accrue benefits during the probationary period and shall be eligible for such earned benefits upon completion of the probationary period. The City may allow some benefits on a case by case basis at its sole discretion.

ARTICLE 7

EMPLOYEE HOURS

- 7.1 Whenever possible and except as otherwise determined by the employer, the normal hours shall consist of 171 hours in a 28 day period unless the City elects a different 7K period under the FLSA. Over time will be paid in accordance with the FLSA at 1 1/2 the employee's regular rate.
- 7.2 The city at its sole and exclusive discretion may allow flex/release time.

ARTICLE 8

VACATIONS

- 8.1 All regular full-time employees shall be entitled to vacation time with pay as follows:
- | | |
|---|---------|
| After one year of continuous service | 5 days |
| After two years of continuous service | 10 days |
| After seven years of continuous service | 15 days |
| After fifteen years of continuous service | 20 days |
- 8.2 Probationary employees may accrue vacation on a pro-rated basis, but are not entitled to vacation until completing one (1) year of service.
- 8.3 No more than 200 hours of vacation may be accumulated. The department head may waive the 200 hour accumulation limit in individual cases as he deems appropriate however no more than 200 hours will be cashed out or used in conjunction with the end of an employee's employment with the city. At least 5 days of vacation must be used each year. No more than one week of accumulated vacation may be used in conjunction with an employees regular vacation entitlement except at the sole and exclusive discretion of the department head.
- 8.4 Vacation may be used in one day increments at the sole and exclusive discretion of the department head.

ARTICLE 9

HOLIDAYS

9.1 Legal Holidays observed are:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Day After Thanksgiving
Labor Day	Christmas
Presidents Day	Christmas eve

9.2 All employees entitled to holiday pay will observe the holiday on the day on which it falls. For the purpose of holiday pay the holiday will begin at the start of the first shift on the holiday and will continue for twenty-four (24) hours. Employees will be paid eight (8) hours pay at straight time for a holiday occurring or observed on a day when they are not scheduled to work.

9.3 When an employee is scheduled to work or called in to work on a holiday, they shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to the holiday pay.

ARTICLE 10

GROUP HEALTH INSURANCE

- 10.1 The city shall pay all of the monthly premium cost toward the medical group single health insurance plan for each current full-time employee.

Beginning 7-1-96 the City will pay 75% of the monthly premium cost toward the medical group family health insurance plan.

- 10.2 The city shall provide twenty thousand dollars (\$50,000 term life insurance for each full-time employee.

- 10.3 The City will maintain the current LTD coverage.

- 10.4 Probationary employees shall be eligible for insurance benefits during their probationary period.

- 10.5 All the terms and conditions of the existing insurance policy shall supersede any agreement in this Article. Coverage periods and dates of premium payments necessary for coverage shall be determined by the insurance carrier (company).

- 10.6 The city shall have the right at any time to procure the insurance referred to in this Article from any licensed insurance company or by self insurance.

ARTICLE 11

WAGES

- 11.1 The City will set the minimum starting salary for all new employees. Employee increases are set forth in the attached appendix A.
- 11.2 All regular full-time employees shall be paid over time in accordance with the Fair Labor Standards Act for any hours worked in excess of the hours allowed by the Fair Labor Standards Act. Any overtime after 171 hours, worked in the pay period, an employee can take at 1 ½ pay or 1 ½ hours comp-time, subject to a maximum accumulation of 51vhours of comp-time.
- 11.3 Court Time:
- a. Employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee. The greater of actual time or a minimum of 2 1/2 hours time will be allowed for off-duty employees.
 - b. No employee is to appear unless subpoenaed or ordered by the Court in writing, except for pre-trial conference with city or county attorney or their assistants, but no subpoena is required for attendance at a driver license suspension hearing scheduled by the Iowa Department of Transportation.
 - c. Cases or hearings involving the Union or an employee's personal matters or grievances shall be excluded under this article.

11.4 Longevity Pay

Employees shall, in addition to their regular compensation, be paid longevity pay for each three year increment of continuous City employment in an eligible employment status, according to the following schedule:

Years of							
Service	3	6	9	12	15	18	21+
\$ Per Month	\$12.50	\$25.00	\$37.50	\$50.00	\$62.05	\$75.00	\$87.50
\$ Per Year	\$150.00	\$300.00	\$450.00	\$600.00	\$750.00	\$900.00	\$1,050.00

ARTICLE 12

PAID LEAVES OF ABSENCE

12.1 SICK LEAVE

- a. Each regular employee shall earn sick leave at the rate of eight (8) hours per month for each completed month of service. Sick leave may be accumulated to a maximum limit of four hundred eighty (480) hours per employee. Sick leave days that would be lost due to the accumulation limit will be credited to a second sick leave account to a maximum limit of two hundred forty hours per employee. Employees that have exhausted their basic sick leave and are not eligible for LTD benefits may use sick leave from their second sick leave account.
- b. An employee eligible for sick leave with pay may use such sick leave upon approval of the employee's designated supervisor for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness.
- c. Sick leave shall not be granted for absence from work on the day immediately preceding or following a holiday weekend, vacation or days off, unless approved otherwise by the employee's supervisor.
- d. When an employee is injured from a duty related injury and is eligible for workman's compensation coverage, the difference between the amount paid by workman's compensation and the basic compensation rate of the employee shall at the employee's option be deducted from the employee's sick leave accumulation with a day being deducted for each day supplemented. Sick leave shall only be deducted on a pro-rated basis to the nearest half (1/2) day and granted only to the extent that the employee does not receive benefits greater than their regular pay.
- e. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

12.2 FUNERAL LEAVE

- a. A leave of absence of up to a maximum of three (3) days may be granted (if employee is scheduled to work on said days) to attend the funeral of a member of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, parents, parent-in-law, sister-in-law, brother-in-law, and step relations as it corresponds to those relatives previously mentioned and natural grand parent. One (1) day may be granted to attend the funeral of a grandchild.
- b. A regular employee may be allowed time off with pay to attend the funeral of a fellow patrol officer who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.

- c. If requested by the employee's immediate supervisor, the employee shall furnish evidence of death and of the employee's relationship to the deceased.

12.3 JURY DUTY LEAVE

- a. Any full-time employee called for jury duty during regular work hours or who is required to appear in court by a subpoena shall be paid their regular rate of pay for up to a maximum of eight (8) hours of pay. Any per diem fees or remunerations the employee receives during such leave shall be turned over to the City, except for mileage and meals.
- b. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to work and shall complete any remaining hours of the workday if required by the employee's immediate supervisor.

12.4 FAMILY LEAVE

Employees are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

12.5 PERSONAL LEAVE

Each employee shall have two days per year for paid personal leave. An employee wishing to use said leave shall apply to his/her supervisor at least 5 days in advance. The use of this leave is subject to departmental staffing needs and use on any particular occasion may be denied which shall not be grievable.

12.6 GENERAL PROVISIONS ON LEAVES

- a. An employee who gives the City a false reason to obtain a leave will be subject to disciplinary action.
- b. An employee returning to work after a serious illness or injury may be required by the city to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
- c. Any court cases involving an employee's personal matters and which are not job related shall be excluded.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Definition.

A grievance shall mean only an allegation by an employee that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

13.2 Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The city shall determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's workday.
- d. All grievances must be filed at the second step within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the city shall not be required to process the same claim or set of facts through the grievance procedure.
- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this article.
- g. At all steps after step one of a grievance, the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

13.3 First Step.

An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and the immediate supervisor.

13.4 Second Step.

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the employee's immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his or her representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the supervisor and the aggrieved.

13.5 Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Administrator. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Administrator shall meet in an attempt to resolve the grievance. The Administrator shall file an answer within seven (7) calendar working days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the representative of the employee.

13.6 Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
- b. The Union shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public Employee Relations Board shall be requested to provide a panel of five arbitrators.
- c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).

ARTICLE 14

DISCIPLINE

14.1 A non-probationary employee will not be suspended without pay, reduced in pay, demoted, or terminated without notice and the opportunity for a pre-hearing and appeal.

- 14.2 Non-probationary employees have the right to appeal any suspension without pay, pay reduction, demotion or discharge.
If you are a non-probationary employee, you may appeal in writing to the Administrator within ten (10) calendar days of the action. The decision of the Administrator is final.

14.3 The pre-suspension, pay reduction, demotion, or termination hearing will be before the supervisor who is intending to take the proposed disciplinary action. This hearing is very informal and is not a court room trial. It is in the nature of a meeting where the employee will be advised of the proposed action and the supervisors reasons for believing that the proposed action is warranted.

The employee will be afforded the opportunity to explain his or her actions or explain why the supervisor should not take the proposed disciplinary action.

Final action will be in writing setting forth the disciplinary action the supervisor has decided upon or stating that the employees explanation has been accepted.

Final disciplinary action, if any, by the supervisor or the Administrator may be more or less severe than the supervisor initially proposed depending on additional information gathered at the hearing(s).

ARTICLE 15

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

15.1 Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

15.2 Finality and Effect of Agreement

- a. This agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

15.3 Duration Period

- a. This agreement shall become effective as of July 1, 2010, and shall be in full force and effect through June 30, 2013.
- b. This agreement is executed and agreed upon this _____ day of _____, 2010.

THE CITY OF WASHINGTON, IOWA CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238

Mayor

Secretary-Treasurer

City Chief Negotiator

Business Representative

APPENDIX A
ANNUAL RATES OF PAY

Appendix A: FY 10/11: For contract year 10/11 each employee will receive a 1.75% wage increase on 7-1-10.

FY 11/12: Each employee will receive a 2.00% wage increase on 7-1-11.

FY 12/13: Each employee will receive a 2.00% wage increase on 7-1-12.

An employee in the first four years of employment shall receive a yearly evaluation at least one month before the employee's anniversary date. If evaluations are not completed before that date and no step increase has been provided the employee will advance to the next step (years 2 and 4) unless the delay was due to the illness, injury, or absence of the Chief or his designee. Beginning with the sixth year of employment and continuing through the eighth and tenth year of employment, the salary schedule bi-annual steps are automatic and not dependent on the evaluation.

A copy of evaluations and any recommendations shall be provided to the employee when completed.

If an employee feels that his/her evaluation is unfair, then he/she shall request a meeting between the employee, the supervisor, and the steward to discuss the evaluation.

If after this meeting, the employee still feels that the evaluation was unfair, then a meeting will be set up between the employee, the supervisor, the steward and the city administrator to discuss the employee's evaluation.

**MASTER CONTRACT
2010-2013**

BETWEEN

THE CITY OF WASHINGTON, IOWA

AND

Teamsters and Helpers Local Union No. 238 (Public Works)

AGREEMENT

This Agreement is executed between the City of Washington, Iowa, hereinafter called "City" or "Employer" and the Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

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ARTICLE 1

RECOGNITION

The City agrees that the Union is the exclusive bargaining representative as set out in the Iowa Public Relations Board Case No. 6205, dated at Des Moines, Iowa September 12, 2000, for those employees listed below:

Included: all regular full time and regular part time employees in the Public Works Department in the City of Washington, Iowa.

Excluded: all elected officials, supervisors, confidential employees (Mayor, City Council, Public Works Coordinator/City Engineer, Assistant City Engineers, Superintendents and Assistant Superintendents of departmental division, Cemetery Sexton, Building/Zoning Official, Department/Mayor's Secretary) and all others excluded by the Act.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit:

- a. the right to manage the Employer's operations and to direct the working force;
- b. hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
- c. the right to maintain order and efficiency;
- d. the right to extend, maintain, curtail or terminate operations of the Employer;
- e. the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f. the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities.
- g. the right to create, modify and terminate departments, job classifications and job duties;
- h. maintain the efficiency of governmental operations;
- i. the right to discipline;
- j. the right to suspend and discharge employees for cause;

- k. the right to lay off;
- l. relieve public employees from duties because of lack of work or for other legitimate reasons;
- m. determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted;
- n. take such actions as may be necessary to carry out the mission of the public Employer;
- o. initiate, prepare, certify and administer its budget;
- p. exercise all powers and duties granted to the public Employer by law;
- q. to permit departmental employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services;
- r. to determine lunch periods, rest periods and cleanup times;
- s. the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
- t. the right to enforce and require employees to observe rules and regulations set forth by the Employer.

2.2 The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

2.3 This Article is not grievable.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

3.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and therefore, agrees to cooperate in the attainment of the employer's goals and agrees to the following, to wit:

- a. that it will cooperate with the Employer and support its efforts;
- b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and

- c. that it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the public.

3.2 This Article is not grievable.

ARTICLE 4

DUES DEDUCTION

- 4.1 The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice to the City and the Union, the city agrees to deduct Union dues of such employee from the employee's pay and remit such deduction to the official designated by the Union in writing to receive such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.
- 4.2 The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law. For purposes of this Agreement, dues shall include only duly authorized Union dues and shall not include special assessments, back dues, fines or similar items.
- 4.3 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 5

NO STRIKE

- 5.1 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
- 5.2. No employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify, or participate in a strike against the city.
- 5.3 In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee:
- a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the city.
 - b. The Union shall, upon notice from the city, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
 - c. Upon notification by the city to the Union on that certain of its employees are engaged in a violation of this article, the Union shall disavow such violation and shall immediately in writing order such employees to return to work immediately and the Union agrees to take all reasonable effective and affirmative action to secure the employees' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike or other prohibited activity.
- 5.4 The foregoing is in addition to any other rights and remedies provided by the law.

ARTICLE 6

PROBATIONARY PERIOD

- 6.1 All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.
- a. The probationary period for employees shall be nine (9) months unless extended by mutual agreement.
 - b. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

6.2 Probationary employees shall accrue vacation and sick leave from date of hire and shall be eligible for all other benefits on the first day of the month after hiring.

ARTICLE 7

SENIORITY

- 7.1 Seniority shall be based on the length of continuous service to the city from the date of the most recent hire. Approved absences do not interrupt seniority.
- 7.2 The City shall maintain a list of the employees within the unit showing the names of all employees in the order of the seniority ranking. A copy of such list shall be furnished to the Union within thirty (30) days after the effective date of this agreement and a revised list shall be furnished during the month of July each year thereafter. Protest of, errors in, or omissions from such lists must be made to the City within thirty (30) days from the date of the furnishing of such lists and/or revisions thereof.
- 7.3 Whenever in the sole and exclusive determination of the City it becomes necessary to lay off an employee, the employee to be laid off shall be selected on the basis of being the least senior employee in the affected job classification. In the event of a tie in seniority the City shall determine which employee to retain based upon employee evaluations. In the event that the City considers the employees to be tied after a review of evaluations the employee to be retained shall be based on a random drawing.
- 7.4 Employees shall be recalled in reverse order of their lay off provided they are qualified for the vacancy. Employees shall retain recall rights for one (1) year from the date of their layoff. Employees shall be given a written recall notice by certified mail, with return receipt requested and they have five (5) days from the date of mailing to respond by the same method, after which they will be considered as not desirous of returning to work.
- 7.5 It is the employee's responsibility to keep the City informed of his/her address changes and desire to return to work.
- 7.6 Whenever a job opening occurs, other than a temporary or seasonal opening, it shall be filled as follows:
 1. A notice shall be posted in all the occupied department buildings of the vacancy describing the position and rate of pay.
 2. Non-probationary employees, including laid-off employees but excluding employees on disciplinary suspension or extended leaves, shall have five (5) work days of the posting to make written application to the city for the position.
 3. The city will fill the vacancy with the most senior employee who has made application provided he/she possesses the ability to perform the duties assigned and meets any special or selected certification requirements. A person who has previously held the position may be rejected by the city, in which case the next most senior applicant will be selected to fill the vacancy provided he/she possesses the

ability to perform the duties assigned and meets any special or selected certification requirements.

4. If no employee applies for the vacancy, the city has the right to fill the vacancy with a probationary employee or from outside the bargaining unit as it sees fit.
5. In those situations where there is no unfilled position and the City determines that an existing employee is eligible for promotion, the provisions of this section do not apply.

ARTICLE 8

EMPLOYEE HOURS

- 8.1 Whenever possible and except as otherwise determined by the employer, the normal hours shall be Monday through Friday 7:00 a.m. to 4:00 p.m. consisting of 40 hours per week. The City may change hours to 6:00 a.m. to 3:00 p.m. during periods of hot weather.
- 8.2 Overtime will be paid at the rate of time and one-half after eight hours in a day. Paid holidays shall be counted as time worked in calculating overtime pay.
- 8.3 Except for emergencies or unusual circumstances, employees will receive two 15 minute breaks during each 8 hour work day. Breaks will be taken at the work site or as arraigned with the supervisor. Employees will be allowed to use the nearest convenience store/gas station for restrooms.
- 8.4 The city at its sole and exclusive discretion may allow flex/release time.
- 8.5 The city may allow up to 40 hours of comptime to be accumulated. Comptime may be used in 1 hour increments. Requests to use comptime must be received in advance by the supervisor in an increment at least equal to the amount of comptime requested for use but not less than one day. This advance notice may be waived by the supervisor. If two employees request the same time off and the staffing needs of the city are such that only one request will be granted, the decision will be based on seniority.
- 8.6 There will be a two hour minimum for call out pay and for scheduled overtime including scheduled overtime that is canceled after employees have arrived at the work site.
- 8.7 Employees shall have an unpaid one hour lunch period as scheduled by the city.

ARTICLE 9

VACATIONS

- 9.1 All regular full-time employees shall be entitled to vacation time with pay as follows:
- | | |
|---|---------|
| After one year of continuous service | 5 days |
| After two years of continuous service | 10 days |
| After seven years of continuous service | 15 days |
| After fifteen years of continuous service | 20 days |

After twenty two years of continuous service 25 days

- 9.2 Probationary employees may accrue vacation on a pro-rated basis, but are not entitled to vacation until completing one (1) year of service.
- 9.3 No more than 200 hours of vacation may be accumulated. At least 5 days of vacation must be used each year. No more than one week of accumulated vacation may be used in conjunction with an employees regular vacation entitlement except at the sole and exclusive discretion of the department head.
- 9.4 Vacation may be used in one day increments and/or in conjunction with comptime at the sole and exclusive discretion of the department head. Employees with no comptime may use vacation in 1 hour increments. Requests to use vacation in lieu of comptime must be received in advance by the supervisor in an increment at least equal to the amount of vacation requested for use but not less than one day. This advance notice may be waived at the sole and exclusive discretion of the department head.
- 9.5 If two or more employees request the same vacation time period the decision of allowing the vacation period will be determined by seniority.

ARTICLE 10

HOLIDAYS

10.1 Legal Holidays observed are:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Day After Thanksgiving
Labor Day	Christmas
Presidents Day	Christmas eve

10.2 All employees entitled to holiday pay will observe the holiday on the day on which it falls, except that if a holiday falls on Saturday it shall be observed on the preceding Friday and if it falls on a Sunday it shall be observed on the following Monday. For the purpose of holiday pay the holiday will begin at the start of the first shift on the holiday and will continue for twenty-four (24) hours. Employees will be paid eight (8) hours pay at straight time for a holiday occurring or observed on a day when they are not scheduled to work.

10.3 When an employee is scheduled to work or called in to work on a holiday, they shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to the holiday pay.

ARTICLE 11

GROUP HEALTH INSURANCE

- 11.1 The city shall pay all of the monthly premium cost toward the medical group single health insurance plan for each current full-time employee.

The City will pay 75% of the monthly premium cost toward the medical group family health insurance plan.

- 11.2 The city shall provide twenty thousand dollars (\$50,000 term life insurance for each full-time employee.

- 11.3 The City will maintain the current LTD coverage.

- 11.4 Probationary employees shall be eligible for insurance benefits during their probationary period.

- 11.5 All the terms and conditions of the existing insurance policy shall supersede any agreement in this Article. Coverage periods and dates of premium payments necessary for coverage shall be determined by the insurance carrier (company).

- 11.6 The city shall have the right at any time to procure the insurance referred to in this Article from any licensed insurance company or by self insurance.

ARTICLE 12

WAGES

- 12.1 The City will set the minimum starting salary for all new employees.
Employee increases are set forth in the attached appendix A.
- 12.2 All regular full-time employees shall be paid over time in accordance with the Fair Labor Standards Act for any hours worked in excess of the hours allowed by the Fair Labor Standards Act.
- 12.3 Employees on stand-by/on call status will be compensated at the rate of one hours pay for each occasion of being on stand-by status.

ARTICLE 13

PAID LEAVES OF ABSENCE

13.1 SICK LEAVE

- a. Each regular employee shall earn sick leave at the rate of eight (8) hours per month for each completed month of service. Sick leave may be accumulated to a maximum limit of four hundred eighty (480) hours per employee. Sick leave days that would be lost due to the accumulation limit will be credited to a second sick leave account to a maximum limit of two hundred forty hours per employee. Employees that have exhausted their basic sick leave and are not eligible for LTD benefits may use sick leave from their second sick leave account.
- b. An employee eligible for sick leave with pay may use such sick leave upon approval of the employee's designated supervisor for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness.
- c. Sick leave shall not be granted for absence from work on the day immediately preceding or following a holiday weekend, vacation or days off, unless approved otherwise by the employee's supervisor.
- d. When an employee is injured from a duty related injury and is eligible for workman's compensation coverage, the difference between the amount paid by workman's compensation and the basic compensation rate of the employee shall at the employee's option be deducted from the employee's sick leave accumulation with a day being deducted for each day supplemented. Sick leave shall only be deducted on a pro-rated basis to the nearest half (1/2) day and granted only to the extent that the employee does not receive benefits greater than their regular pay.
- e. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

13.2 FUNERAL LEAVE

- a. A leave of absence of up to a maximum of three (3) days may be granted (if employee is scheduled to work on said days) to attend the funeral of a member of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, parents, parent-in-law, sister-in-law, brother-in-law, and step relations as it corresponds to those relatives previously mentioned and natural grand parent. One (1) day may be granted to attend the funeral of a grandchild.
- b. A regular employee may be allowed time off with pay to attend the funeral of a fellow employee who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.

- c. If requested by the employee's immediate supervisor, the employee shall furnish evidence of death and of the employee's relationship to the deceased.

13.3 JURY DUTY LEAVE

- a. Any full-time employee called for jury duty during regular work hours or who is required to appear in court by a subpoena shall be paid their regular rate of pay for up to a maximum of eight (8) hours of pay. Any per diem fees or remunerations the employee receives during such leave shall be turned over to the City, except for mileage and meals.
- b. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to work and shall complete any remaining hours of the workday if required by the employee's immediate supervisor.

13.4 FAMILY LEAVE

Employees are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

Up to five (5) days of family illness leave may be allowed at the sole and exclusive discretion of the supervisor for illness or injury to a spouse, child, step child, parent or step parent. This leave shall be deducted from available sick leave under paragraph 13.1 of this Article.

13.5 PERSONAL LEAVE

Each employee shall have two days per year for paid personal leave. An employee wishing to use said leave shall apply to his/her supervisor at least 5 days in advance. The use of this leave is subject to departmental staffing needs and use on any particular occasion may be denied which shall not be grievable.

13.6 GENERAL PROVISIONS ON LEAVES

- a. An employee who gives the City a false reason to obtain a leave will be subject to disciplinary action.
- b. An employee returning to work after a serious illness or injury may be required by the city to undergo a medical examination to determine whether return to work.
- c. Any court cases involving an employee's personal matters and which are not job related shall be excluded.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 DEFINITION

A grievance shall mean only an allegation by an employee that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

14.2 PURPOSE AND PROCEDURE

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The city shall determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's workday.
- d. All grievances must be filed at the second step within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the city shall not be required to process the same claim or set of facts through the grievance procedure.
- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this article.

- g. At all steps after step one of a grievance, the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

14.3 FIRST STEP

An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and the immediate supervisor.

14.4 SECOND STEP

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the employee's immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his or her representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the supervisor and the aggrieved.

14.5 THIRD STEP

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor shall file an answer within seven (7) calendar days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the representative of the employee.

14.6 FOURTH STEP

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
- b. The Union shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public

Employee Relations Board shall be requested to provide a panel of five arbitrators.

- c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The party choosing to take the grievance to arbitration shall have the right to remove the first name from the list. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).

14.6 TIME LINES

By mutual agreement in writing the parties may waive or extend any time line stated herein.

ARTICLE 15

DISCIPLINE

15.1 A non-probationary employee will not be suspended without pay, reduced in pay, demoted, or terminated without notice and the opportunity for a pre-hearing and appeal.

15.2 Non-probationary employees have the right to appeal any suspension without pay, pay reduction, demotion or discharge. If you are a non-probationary employee, you may appeal in writing to the Mayor within ten (10) calendar days of the action. The decision of the Mayor is final.

15.3 The pre-suspension, pay reduction, demotion, or termination hearing will be before the supervisor who is intending to take the proposed disciplinary action. This hearing is very informal and is not a court room trial. It is in the nature of a meeting where the employee will be advised of the proposed action and the supervisors reasons for believing that the proposed action is warranted.

The employee will be afforded the opportunity to explain his or her actions or explain why the supervisor should not take the proposed disciplinary action.

Final action will be in writing setting forth the disciplinary action the supervisor has decided upon or stating that the employees explanation has been accepted.

Final disciplinary action, if any, by the supervisor or the Mayor may be more or less severe than the supervisor initially proposed depending on additional information gathered at the hearing(s).

ARTICLE 16

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

16.1 SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

16.2 FINALITY AND EFFECT OF AGREEMENT

- a. This agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

16.3 DURATION PERIOD

- a. This agreement shall become effective as of July 1, 2010, and shall be in full force and effect through June 30, 2013.
- b. This agreement is executed and agreed upon this _____ day of _____, 2010.

THE CITY OF WASHINGTON, IOWA CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238

Mayor

Secretary-Treasurer

City Chief Negotiator

Business Representative

APPENDIX A

1. SALARY SCHEDULE 2010/11 7-1-10

OP#1	\$29,417.81	\$30,299.32	\$31,209.34	\$32,145.63
OP#2	\$34,092.42	\$35,114.10	\$36,168.68	\$37,253.73
OP#3	\$38,767.06	\$39,930.07	\$41,127.98	\$42,361.84
VM#2	\$38,767.06	\$39,930.07	\$41,127.98	\$42,361.84

SALARY SCHEDULE 2011/12 7-1-11

OP#1	\$30,006.17	\$30,905.31	\$31,833.53	\$32,788.54
OP#2	\$34,774.27	\$35,816.38	\$36,892.05	\$37,998.80
OP#3	\$39,542.40	\$40,728.67	\$41,950.54	\$43,209.08
VM#2	\$39,542.40	\$40,728.67	\$41,950.54	\$43,209.08

SALARY SCHEDULE 2012/13 7-1-12

OP#1	\$30,606.29	\$31,523.42	\$32,470.20	\$33,444.31
OP#2	\$35,469.76	\$36,532.77	\$37,629.89	\$38,758.78
OP#3	\$40,333.25	\$41,543.24	\$42,789.55	\$44,073.26
VM#2	\$40,333.25	\$41,543.24	\$42,789.55	\$44,073.26

2. LONGEVITY

Employees shall, in addition to their regular compensation, be paid longevity pay for each 3-year increment of continuous city employment in an eligible employment status through a payment of \$12.50 per month for each 3-year increment with the city, up to 21 years of service.

3. EVALUATIONS

All employees shall receive a yearly evaluation by June of that year. This evaluation shall determine where an employee shall move on the salary schedule.

If an employee feels that his/her evaluation is unfair, then he/she shall request a meeting between the employee, the supervisor, and the Union Business Agent to discuss the evaluation.

If, after this meeting, the employee still feels that the evaluation was unfair, then, a meeting will be set up between the employee, the supervisor, the Union Business Agent, and the City Administrator to discuss the employee's evaluation.

Memorandum

To: Mayor Johnson and City Council
From: David S. Plyman, City Administrator
Date: June 15, 2010
Re: Non-union Wages

ISSUE

Set the cost-of-living increase for non-union city personnel.

BACKGROUND

The City Council will be setting the increase for union personnel when it approves collective bargaining agreements with the Teamsters. The contracts establish a 1.75% increase beginning July 1. The Council also needs to set the wage adjustment for non-union personnel. You may recall that union personnel received a larger adjustment last year than non-union personnel.

Council should also be aware that the increases in health insurance deductibles that stem from the union negotiations will also apply to non-union personnel.

RECOMMENDATION

None

Memorandum

To: Mayor Johnson and City Council
From: David S. Plyman, City Administrator
Date: June 15, 2010
Re: CDBG

ISSUE

Consider agreement with Simmering-Cory, Inc. for grant administration services.

BACKGROUND

As previously reported, the Iowa Department of Economic Development awarded the City a Community Development Block Grant in the amount of \$600,000 to help fund the new sewer plant. Marsha Cory of Simmering-Cory prepared the grant application on our behalf and has assisted me in working with state officials on this grant. Compliance with federal and state grant rules requires a great deal of knowledge of the inner workings of these programs. Most small communities that are awarded CDBG's contract with specialists to help administer their grants so that they comply with these highly detailed regulations. Communities often find that missteps lead to grant rescission.

Please find attached a proposed agreement with Simmering-Cory, Inc. The not-to-exceed fee is \$17,000, which represents only a small part of the grant. I view these service contracts to be a cost of doing business with state and federal agencies.

I should also note that a grant requirement is that the City advertise that it is accepting proposals for these services. We did so and received only the Simmering proposal.

RECOMMENDATION

Approve agreement with Simmering-Cory for grant administrative services.

AGREEMENT FOR ADMINISTRATIVE SERVICES

ARTICLE I. This AGREEMENT made and entered into this _____ day of _____, 2010, by and between the City of Washington, hereinafter called the OWNER, and Simmering-Cory, Inc., hereinafter called SCI, WITNESSETH:

WHEREAS, the OWNER intends to construct a wastewater treatment plant as outlined in the 2010 Community Development Block Grant application approved by the Iowa Department of Economic Development, hereinafter called the PROJECT; and

WHEREAS, the OWNER has agreed with Iowa Department of Economic Development to perform all services outlined in and required by the Iowa Nonentitlement Community Development Block Grant Contract (hereinafter called STATE CONTRACT) and;

WHEREAS, the OWNER desires to employ SCI to assist with completion of certain services outlined in the STATE CONTRACT and to perform professional services associated with the implementation, management, and administration of the Community Development Block Grant PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.

SCI agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Day-to-day technical assistance and program management through project completion and close-out.
- Compliance with environmental requirements.
- Necessary publications and forms required for Release of Funds.
- Required resolutions for procurement and code of conduct.
- State Contract negotiation and program schedule.
- Preparation and submittal of reports as outlined in the State Contract, but not including the audit report.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.

- Attendance at all conferences, Council meetings, audit sessions and State monitoring visits necessary to facilitate the project.
- Compliance with Fair Housing, Equal Opportunity, Excessive Force, Citizen Participation and Disclosure regulations.
- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition.
- Review of contracts and specs to ensure necessary Federal and State regulations are included.
- Requisition of grant funds.
- Davis-Bacon wage rate decisions and monitoring of weekly payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Contract and program amendments.
- Preparation of required Residential Anti-Displacement and Relocation Assistance Plan.
- Any additional administrative function as may be required or requested by the State.

The OWNER agrees to fulfill and take certain City Council action required to carry out the work and services outlined by the STATE CONTRACT and necessary for completion of the PROJECT.

ARTICLE III. COMPENSATION. The OWNER shall compensate SCI for services outlined under ARTICLE II. in an amount to not exceed \$17,000.

It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- A. 30% of contract amount upon Release of Funds and State Contract Execution.
- B. 30% of contract amount at bid letting.
- C. 30% of contract amount upon completion of 70% of project construction,
(based on dollars expended).
- D. 10% upon project completion and final acceptance by the Council.

**ARTICLE IV. IN CONNECTION WITH THE CARRYING OUT OF THIS CONTRACT,
ALL PARTIES SHALL COMPLY WITH THE FOLLOWING:**

A. Termination or Abandonment of Project

The OWNER and/or SCI shall have the right to terminate this contract upon notice in writing. Upon cancellation, the OWNER will be responsible only for those costs incurred by SCI to the date of termination.

B. Title VI of the Civil Rights Act of 1964

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving Federal financial assistance.

C. Section 109 of Title I of the Housing and Community Development Act

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, religion, religious affiliation or sex under any program or activity funded in whole or in part under Title I of this act.

D. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.)

This act provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving Federal funds.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended)

This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within the project area.

F. Access to and Maintenance of Records

SCI shall, for a period of five years, beginning with the date of submission of the final expenditure report or until audit findings have been resolved, furnish all information and reports required and will permit access to books, records, and accounts by the OWNER, Department of Housing and Urban Development, the Secretary of Labor, the Department of Economic Development or their authorized representatives, for purposes of investigation to ascertain compliance.

G. Federal Executive Order 11246

"During the performance of this contract, SCI agrees as follows:

"1) SCI will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. SCI will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SCI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"2) SCI will, in all solicitations or advertisement for employees placed by or on behalf of SCI, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"3) SCI will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of SCI's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"4) SCI will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

"5) SCI will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"6) In the event of SCI's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and SCI may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) SCI will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SCI will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event SCI becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, SCI may request the United States to enter into such litigation to protect the interests of the United States."

H. The Americans with Disabilities Act

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

City of Washington

By: _____

Date: _____

Attest:

By: _____

Simmering-Cory, Inc.

By: Marsha Cory

Date: May, 2010

James Miksch

Wesley Rich

Steve Davis

Adam Mangold

Jim Rosien

WASHINGTON COUNTY
BOARD OF SUPERVISORS
PO BOX 889
WASHINGTON, IOWA 52353
PHONE: (319) 653-7711
FAX: (319) 653-7780

May 21, 2010

Rick Hofer
2724 W Trio Ln.
Washington, Iowa 52353

Dear Rick:

On May 18, 2010, Washington County Supervisors reappointed you as a rural representative to the City of Washington Planning and Zoning Commission. This is a five year term commencing on July 1, 2010 and ending on June 30, 2015.

We thank you for accepting the position and for your time serving Washington County.

Sincerely,



James Miksch
Chairperson

Cc Illa Earnest, City Clerk
William Fredrick, Auditor

Maintenance & Construction Department Report

05/15/10 – 05/28/10

STREETS: M/C personnel continued to work on alleys including the 400, 700 and 800 blocks in the alley between East Washington and East Main. We put down 38 ton of asphalt in the 200 block of South Marion. We patched potholes throughout town. The street sweeper made its usual run around town. We graded the east side of the parking lot at Green Field and used 8 ton of one inch rd.st.

WATER DISTRIBUTION: M/C personnel installed a one inch water service on eight inch PVC on Lexington Blvd for the Vets Memorial. We shut off 18 water curb boxes for nonpayment. We installed a new water service from the main to the water curb box using 35 feet of one inch copper at 509 North Avenue B.

SEWER COLLECTION: M/C personnel flushed trouble spots in the sewer mains using 26,000 gallons of water.

STORM SEWER COLLECTION: N/A

MECHANIC/SHOP: M/C personnel serviced dump truck 115 and worked on brakes, rotors and shocks. Serviced unit 134. Serviced pick up unit 302. Serviced PD 92 and fixed fender.

OTHER: M/C personnel hauled 48 ton of spoil away from our yard. We hauled rock back to our stockpile. We picked up 1,320 yard waste bags. We went to a safety meeting on backhoe safety and drug and alcohol. Our new employees attended an employee orientation safety meeting.

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

**WWTP report for
June 16, 2010
Council Meeting**

- **After hour alarm and dog call outs**
 - 1st WWTP heavy rain call outs, 8:20 p.m. & 11:00 pm. Jason
 - 4th Water Plant alarm, 4:45 p.m. Jason
 - 6th dog call, Safety Center reported a dog to be picked up at Paws & More, 2:15 p.m. Jason
 - 6th dog call, Safety Center reported a dog to be picked up at the Corner Stop, 5:15 p.m. Jason
 - 7th dog call, Safety Center reported a dog to be picked up at 11th & Adams, 11:00 a.m. Jason
 - 8th dog call, Safety Center reported a dog to be picked up at 221 North Ave C, 10:00 p.m. Jason
 - 9th dog call, safety Center reported a dog to be picked up at 320 East 15th, 6:40 p.m. Tony Crone
 - 10th WWTP, heavy rain alarm, 5:30 p.m. Fred
- **WWTP May 2010 MOR – 30/31 days bypass over lagoon standpipe, 87.773 million gallons (mg) treated, 45.542 mg through WWTP, 42.231 mg in and out of lagoon. Average daily flow 2.926 mg, maximum daily flow 5.855 mg. Sunset Park lift station bypassed for a total of 245.2 hours.**
- **May 2010 WWTP NPDES permit violations**
 - Ammonia –nitrogen violations**

11 th daily max limit	67 lbs/d	result	107.8 lbs/d
12 th daily max limit	67 lbs/d	result	94.8 lbs/d
18 th daily max limit	67 lbs/d	result	75.1 lbs/d
19 th daily max limit	67 lbs/d	result	76.1 lbs/d
Monthly avg. limit	38 lbs/d	result	71.7 lbs/d
 - Total Suspended Solids (TSS)**

11 th daily max limit	751 lbs/d	result	807.4 lbs/d
----------------------------------	-----------	--------	-------------
 - Removal/ 85% required CBOD5=61% Total Suspended Solids=83%**
- **WWTP lagoon** – The lagoon is full and bypassing at press time.
- **Toxicity test** – The effluent composite sample that was collected on May 16-17, 2010 passed the toxicity test. We won't have to test for toxicity again until May 2011.
- **Final clarifier gear motor** – We received the new gear drive on May 28th. Jason contacted Tom Evans to make some field adjustments to get it to work. The clarifier was back in service around 3:40 p.m.
- **Ruts** – Jason borrowed the Cemetery's backhoe and filled ruts around the head works, grit and digester buildings. The ruts were from the last SSO (05/13/10).

**Fred E. Doggett
6/11/2010 9:14 AM**

From: Rick Wagenknecht [elmgrove@iowatelecom.net]
Sent: Friday, June 11, 2010 7:12 AM
To: Illa
Subject: report

Cemetery Report For June 16th 2010

- At this time we have had 4 burials for June making the total for the yr. 38.
- I have serviced the mowers keeping up the maintenance for the season.
- On the 16th we will pick up all the decorations that are on the ground.
- I having Doug Smith remove a tree that was becoming a hazard due to the fact of the base was hollow. I was afraid that the it would fall and damage the monuments under it.
- Brent Van Weelden has started as of the 9th. He will fill in for the time when others are going on vacation and to help me keep up with work that I normally don't get done during the summer.
- With the rains we are mowing all the time trying to keep up.
- I will be gone on vacation from the 14th through the 21st.

Rick W.

Washington Volunteer Fire Department
June 9, 2010

April Fires

3 City fires	330.00
2 rural fires	470.00
0 drill	
4 fires and 0 drill	800.00

Meeting opened with Chief Tom Wide in charge.

Minutes of the previous meeting were read and approved.

Ron Armstrong made a motion to pay all bills against the department. Seconded by Craig Rembold. Motion passed

Committees; Social; Cheese and bologna after meeting.

Golf; Winfield tournament

Derby; July 23

Pancake; Need electric hook up for another seconds grill. We also need to replace some roasters that went bad. Also some tables are getting bad.

Tom Wide talked about buying a pattie machine.

Bill Hartsock made a motion to purchase a pattie machine. Seconded by Bill Dusenbery. Motion passed.

Communications: Keota Fun days June 12 parade at 11:00am.

Donation from Larry Love of \$100.00.

Six month probation vote on Brendan DeLong was favorable.

Six month probation vote on Kurt Venenga was favorable.

County meeting was at Kalona. We watched the video of the beat goes on. Next meeting is in Riverside.

We will have a drill June 16 from 6pm to 10pm.

New business; Ag Safety day June 6 from 9am to 11am.

Chief Wide is trying to get a Firefighter One class set up.

Ridicules Day June 12, 11:00am parade

Old highway 92 will be closed for about 6 months to replace the bridge.

Discussion of calls; Gas leak on Van Buren. Lael Stout NH3 leak.

Bob Zager was honored for 40 years of service to the department. Cake and ice cream after meeting.

No other business roll call taken meeting adjourned.

Secretary
Tom Beauchamp