

## **City of Washington**

### **Maintenance & Construction Department**

#### **Sewer Camera System & Trailer**

We have received two bids for a sewer camera system and trailer. I recommend that we purchase the complete system from Mid-Iowa Solid Waste Equipment in Johnston, Iowa. We currently get parts and supplies from Mid-Iowa for our sewer jet trailer. Mid-Iowa had the lowest bid of \$101,623. Mid-Iowa also met all specifications.

We also received a bid from Trans Iowa Equipment in Ankeny, Iowa. Their bid also met all specifications.

This unit will be used to televise and record all sewer mains and storm sewer mains in town. We will be able to use this information to identify problem areas, and also help separate combination sewers also. The camera system will record this information in a digital file so it can be linked to a GIS mapping system at a later date.

Our current system of televising sewer mains is very unreliable and outdated. I have had a very hard time locating parts for our current system and have found that recently we may not be able to get anymore parts as manufacturer has discontinued making parts for our system.

**Mid-Iowa Solid Waste Equipment: \$101,623**

**Trans Iowa Equipment: \$126,000**

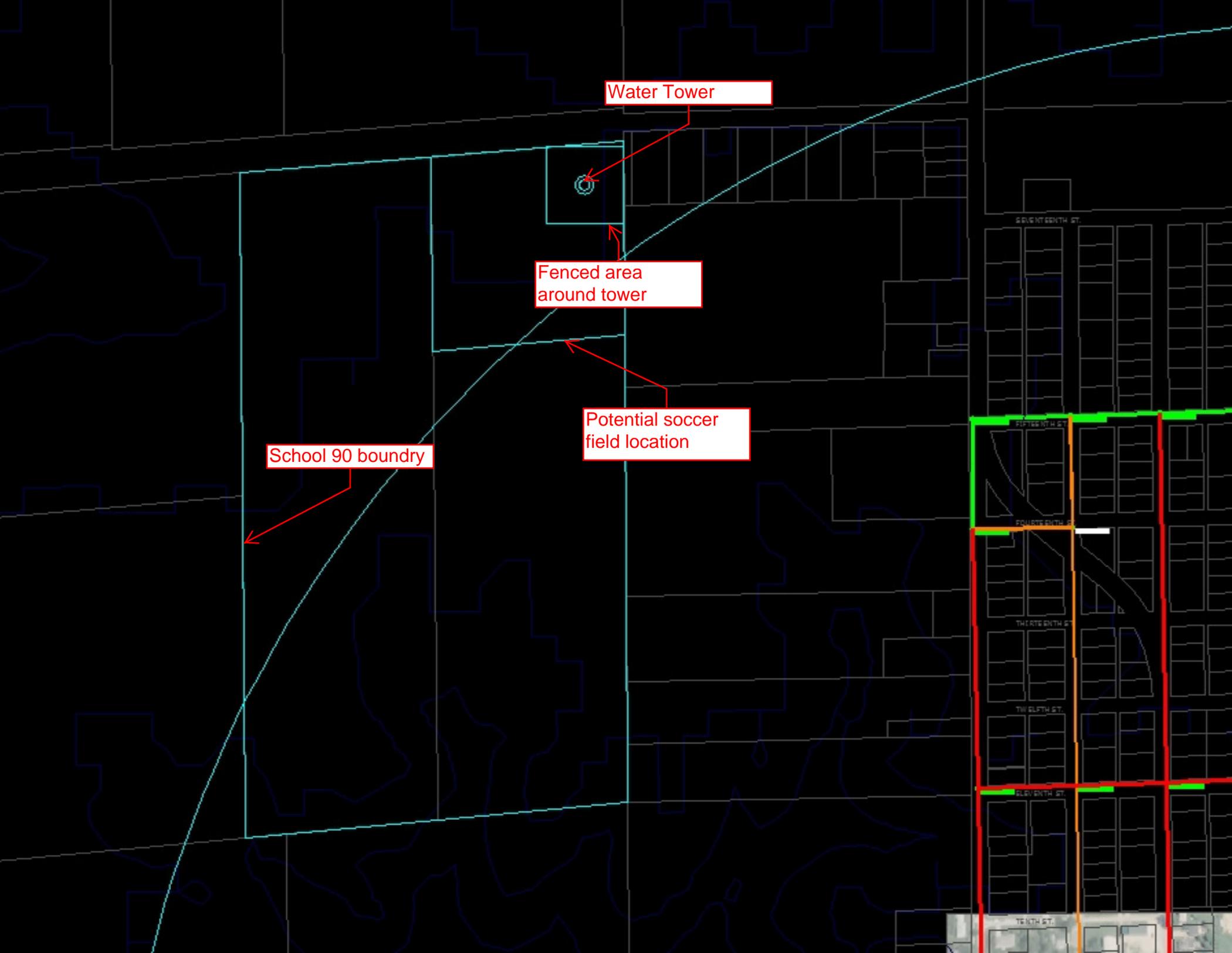
I would be happy to answer any questions that you have. Please contact me if you have any questions. Thank you for your consideration.

**Nicholas Duvall**

**M/C Dept**

**319-653-6584 ext. 29**

**[nick\\_duvall@hotmail.com](mailto:nick_duvall@hotmail.com)**



Water Tower

Fenced area  
around tower

Potential soccer  
field location

School 90 boundary

FOURTEENTH ST.

FIFTEENTH ST.

FOURTEENTH ST.

THIRTEENTH ST.

TWELFTH ST.

ELEVENTH ST.

TENTH ST.

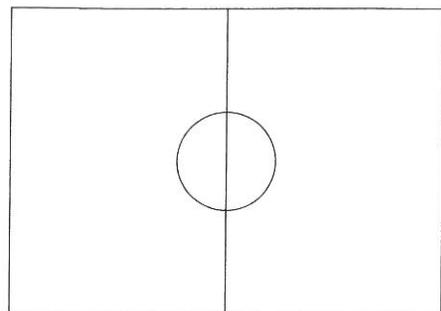
405000 sq ft = 9.3 acres

135000 sq ft = approx 3 acres

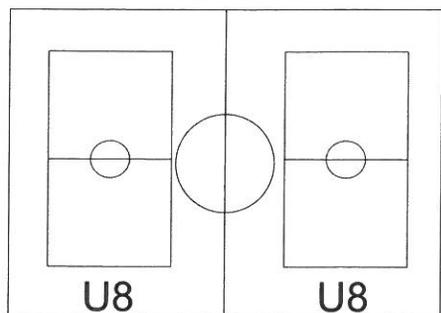
750 ft

250 ft

540 ft



U12



U8

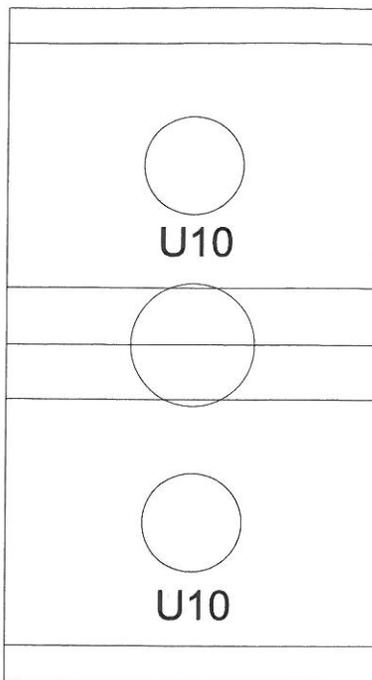
U8

U12

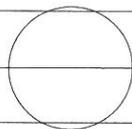


Rest Rooms

Movable shed and concessions

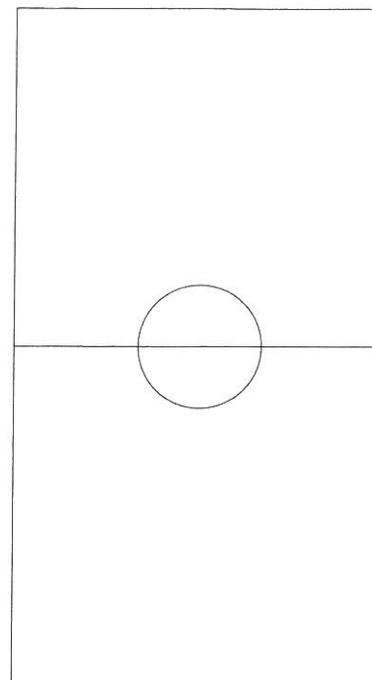


U10



U10

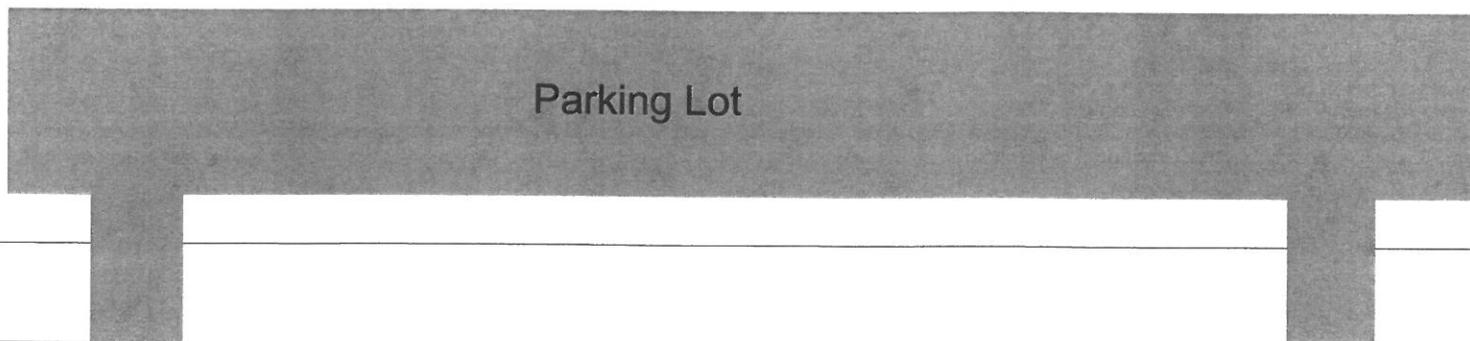
/U14/U19/ Adult



U/14/U19/ Adult

Green Space

- Football
- Kites
- Model Rockets
- Softball
- Baseball
- Just free open running space



Parking Lot





### FARM LEASE CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Washington, Iowa, a municipal corporation  
("Landlord"), whose address for the purpose of this Lease is  
215 East Washington Street, Washington, IA 52353 and  
Washington FFA Land Lab ("Tenant"),  
whose address for the purpose of this Lease is 313 South 4th, Washington,  
IA 52353

THE PARTIES AGREE AS FOLLOWS:

**1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in  
Washington County, Iowa (the "Real Estate"):

AUDITOR PARCEL B located in the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Seven (7), Township  
Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, as shown by  
Plat of Survey recorded in Plat Book 14, page 324 in the Office of the Recorder of Washington  
County, Iowa.

AUDITOR'S PARCEL C, containing 45.508 acres, in the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section  
Seven (7), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal  
Meridian, as shown by Plat of Survey recorded in Plat Book 14, Page 324 in the Office of the  
Recorder of Washington County, Iowa.

and containing 89.45 (total) ~~(N/A)~~ acres, more or less, with possession by Tenant for a term of  
3 year(s) to commence on March 1, 2011, and end on February 29, 2014.  
The Tenant has had or been offered an opportunity to make an independent investigation as to the acres  
and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days  
after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in  
writing.

**2. RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of \$ 27,001 payable, unless otherwise agreed, as follows:  
\$ In full on each March 1 hereafter, \$ xxx on xxx  
, and \$ xxx on xxx; or

b. Crop share - N/A % of corn, N/A % of soybeans, and N/A % of other crops  
raised on the Real Estate.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may  
direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this  
farm in any offered program by the U.S. Department of Agriculture or any state for crop production  
control or soil conservation, the observance of the terms and conditions of this program, and the division  
of farm program payments, requires Landlord's consent. Payments from participation in these programs  
shall be divided 0 % Landlord 100 % Tenant. Governmental cost-sharing payments for  
permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant.  
Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

**3. LANDLORD'S LIEN AND SECURITY INTEREST.** ~~As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.~~

~~Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.~~

~~Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.~~

~~Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.~~

**4. INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by the Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	<u>0</u>	<u>100</u>
(2) Lime and Trace Minerals	<u>0</u>	<u>100</u>
(3) Herbicides	<u>0</u>	<u>100</u>
(4) Insecticides	<u>0</u>	<u>100</u>
(5) Seed	<u>0</u>	<u>100</u>
(6) Seed cleaning	<u>0</u>	<u>100</u>
(7) Harvesting and/or Shelling Expense	<u>0</u>	<u>100</u>
(8) Grain Drying Expense	<u>0</u>	<u>100</u>
(9) Grain Storage Expense	<u>0</u>	<u>100</u>
(10) Other	<u>0</u>	<u>100</u>

Phosphate and potash on oats or beans shall be allocated 33 % the first year and 67 % the second year, and on all other crops allocated 33 % the first year and 67 % the second year. Lime and trace minerals shall be allocated over 3 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals Yes

**5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

**6. DELIVERY OF GRAIN.** If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at N/A or elsewhere at no further distant point.

**7. LANDLORD'S STORAGE SPACE.** If this lease is a crop share lease, Landlord reserves 0 % of all crib and granary space for storage of the rent share crops.

**8. ENVIRONMENTAL.**

a. Landlord. To the best of Landlord's knowledge to date:

i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of

execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals ~~(may)~~ **(may not)** be stored on the premises for more than one year. Farm chemicals for use on other properties ~~(may)~~ **(may not)** be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste ~~(may)~~ **(may not)** be disposed of on the premises. Dead livestock ~~(may)~~ **(may not)** be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

**In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.**

**9. TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

**10. POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ 100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

**11. LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

**12. VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

**13. REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

**14. NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

**15. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

**16. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

**17. NO AGENCY.** Tenant is not an agent of the Landlord.

**18. TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

**19. ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

**20. ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

**21. CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

**22. CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

**23. NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

**24. ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

**25. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless

Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**26. ADDITIONAL PROVISIONS.**

Landlord reserves the right and option to lease back from tenant all or a portion of said real estate on the same terms and conditions as herein contained, rent to be prorated accordingly, upon 60 days to Tenant, to which right and option Tenant agrees.

DATED: 3/2/11

TENANT:  
Duane Van Winkle for  
Washington FFA Land Sale

LANDLORD  
Sandra Johnson  
City of Washington, Iowa  
Illa Earnest, City Clerk

STATE OF IOWA  
COUNTY OF WASHINGTON

This instrument was acknowledged before me on March 1, 2011, by Duane Van Winkle



[Signature]  
Notary Public

STATE OF IOWA  
COUNTY OF WASHINGTON

This instrument was acknowledged before me on March 2, 2011,  
by Sandra Johnson and Illa Earnest  
as Mayor and City Clerk  
of City of Washington, Iowa



[Signature]  
Notary Public

(ATTACH OTHER APPROPRIATE ACKNOWLEDGEMENT(S) HERE)

## **INFORMATIONAL MEMO**

**DATE: October 5, 2011**

**TO: Mayor Sandra Johnson & Washington City Councilors**

**REGARDING: Iowa Healthiest State Initiative & Blue Zones Community opportunities**

The Washington County Healthy Community Coalition has been active over the past two years identifying health needs & priorities and brainstorming possible solutions. One of the priorities selected was the growing epidemic of obesity. A Task Force focusing on Obesity Prevention is currently meeting on a monthly basis. Governor Brandstad recently implemented an initiative **to make Iowa the healthiest state in the nation in just five years**, an effort that complements our work locally. The Healthiest State Initiative is a privately led public initiative intended to inspire Iowans and their communities throughout the state to improve their health and happiness. To achieve this goal, individuals, families, businesses, faith-based organizations, not-for-profits and the public sector will unite in a community-focused effort to make Iowa the healthiest state in the nation by 2016. More information about the Healthiest State Initiative can be found at this website - <http://www.iowahealthieststate.com>

One of the centerpieces of the Healthiest State Initiative is the Blue Zones Project™, a collaboration of Wellmark® Blue Cross® and Blue Shield® and Healthways. Blue Zones are geographically defined areas around the world such as Sardinia, Italy; Okinawa, Japan; and Loma Linda, California, where people reach age 100 at rates 10 times greater than in the United States. The goal in Iowa is to transform some cities and towns into Blue Zones Communities, where people “Live Longer, Better.”

The Blue Zones Project will ignite a community-by-community movement to improve the well-being of Iowa communities through the application of learnings from the Blue Zones and from Healthways research from the Gallup-Healthways Well-Being Index®. To help with this transformation, Wellmark Blue Cross and Blue Shield will bring national experts to ten Iowa communities over the next five years. These experts will work alongside local leaders to implement a road map to change their communities so that their residents may live longer, healthier and more productive lives. More information about Blue Zones can be found at this website - <http://www.bluezonesproject.com/blue-zones-communities>

A contingency from the Healthy Community Coalition plans to attend the City Council meeting on October 19<sup>th</sup> to provide further information about your support and potential involvement in this initiative and to answer questions you may have. We look forward to working with you in the future to make the City of Washington a healthier place to live and work!

To: City Council

From: Water Dept.

Dear Council,

We have received a quote from GE to perform maintenance on our EDR units. As you know, our units are getting old and are in poor condition. This visit will allow us to utilize the expertise of a trained EDR technician to assess our current conditions and plan for the future. At \$1795, I feel that it is a worthy investment.

Sincerely,

Chad McCleary

Water Dept.

		GE OSMONICS, INC 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893		<h1>Quotation</h1>		
<b>Quote Date</b>		<b>Quotation Exp. Date</b>		<b>GE Quote Number</b>		
04OCT2011		01NOV2011		20164774		
<b>Sales org.</b>		<b>Sales Representative / Contact</b>		<b>Reference</b>		
B701		Joe Aldridge		Attn: Chad McCleary		
<b>Sold to : 1000097587</b> CITY OF WASHINGTON PO Box 516 WASHINGTON IA 52353-2024 UNITED STATES				<b>Ship to : 4000103783</b> Company CITY OF WASHINGTON 522 NORTH 4TH AVE WASHINGTON IA 52353-2308 UNITED STATES		
<b>Bill to : 0000442772</b> CITY OF WASHINGTON PO Box 516 WASHINGTON IA 52353-2024 UNITED STATES				<b>Payment terms</b>		
				Net 30 Days from Date of Receipt of Inv		
				<b>Inco terms</b>		
				FOB ORIGIN		
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight PrePaid and Add		
SNo.	Item Description	Quantity	Unit	Price	Unit	Amount
10	131963 Field Service-FSR-Straight Time					
	12 EA	12	EA	105.00	EA	1,260.00
20	131978 Field Service - T and L Per Diem					
	2 EA	1.50	EA	250.00	EA	375.00
30	131979 Field Service-Air Travel Fee					
	1 EA	1	EA	160.00	EA	160.00
	Service Visit: Annual EDR Service Visit Quotation includes: - One (1) field service representative (FSR) for a planned duration of 8 hours (1 x 8-hour day) of time on-site at customer facility - All estimated travel time and travel and living (T&L) expenses are also included. It should be noted that the travel time and T&L costs are conditional on this visit being coordinated with 4 other Iowa EDR sites during the period of Oct 24 - Nov 4, 2011					
<b>NET PRICE</b>				<b>USD</b>		<b>1,795.00</b>

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at time of order.

		GE OSMONICS, INC 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893			<h1>Quotation</h1>	
<b>Quote Date</b>		<b>Quotation Exp. Date</b>		<b>GE Quote Number</b>		
04OCT2011		01NOV2011		20164774		
<b>Sales org.</b>		<b>Sales Representative / Contact</b>			<b>Reference</b>	
B701		Joe Aldridge			Attn: Chad McCleary	
<b>Sold to : 1000097587</b> CITY OF WASHINGTON PO Box 516 WASHINGTON IA 52353-2024 UNITED STATES				<b>Ship to : 4000103783</b> Company CITY OF WASHINGTON 522 NORTH 4TH AVE WASHINGTON IA 52353-2308 UNITED STATES		
<b>Bill to : 0000442772</b> CITY OF WASHINGTON PO Box 516 WASHINGTON IA 52353-2024 UNITED STATES				<b>Payment terms</b> Net 30 Days from Date of Receipt of Inv		
				<b>Inco terms</b> FOB ORIGIN		
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight PrePaid and Add		
SNo.	Item Description	Quantity	Unit	Price	Unit	Amount
	<p>Please note that this quote is based on an estimation of the amount of labor needed to fulfill the request. Any overages in the amount of time and material needed to complete the request will be billed for. Conversely, all time, materials and expenses not required will not be invoiced to the customer.</p> <p>Labor charges are based on an 8-hour workday. Any Saturday labor, or hours in excess of the 8-hour day will be billed at 1.5 times the applicable labor rate. Sunday or GE Holiday labor is billed at 2 times the applicable labor rate. Holiday rates will be applied based on the statutory holidays prevailing in the country where the work is being performed. Delays due to site or schedule factors will be invoiced at the rates shown above. Travel and lodging expenses will be billed on a flat, per-diem basis. The per-diem rate is \$100/day for local support and \$250/day for non-local support.</p> <p>Please address PO to:</p> <p>GE OSMONICS, INC          5951 CLEARWATER DR.          MINNETONKA MN 55343-8995          UNITED STATES</p>					
				<b>NET PRICE</b>	<b>USD</b>	<b>1,795.00</b>

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at time of order.

## GE Infrastructure Water & Process Technologies

### Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale from the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.
3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance With Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller

retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

13. Conflicts; Survival, Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

14. Termination and Cancellation. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

To: City Council

From: Water Dept.

Dear Council,

We have received a quote from Liquid Engineering to perform inspections and cleaning on our Ground Storage Tank and our 500,000 gal. South Water Tower. This is the company we have used in the past and they are familiar with our facilities. Our tanks have not been inspected or cleaned during my time with the city, which has been over 3 years. That is unacceptable; our water towers and ground tank need to have yearly inspections and cleanings. I have left off the small 200,000 gal. tank due to the fact that it will be abandoned in the very near future.

With your approval, I would like to schedule this work as soon as possible, however, at this point in the year it will most likely be the Spring of 2012 when the work takes place.

Sincerely,

Chad McCleary

Water Dept.



# LiquiVision TECHNOLOGY DIVING SERVICES

Office/Mailing Address  
711 Market Street  
Klamath Falls, OR 97601
Phone: (800) 229-8959 Fax: (541) 883-1361  
liquivision@divingservices.com  
www.divingservices.com
Western Operations  
835 Market Street  
Klamath Falls, OR 97601

Chad McCleary  
Washington, City of  
522 North Fourth Ave.  
Washington, IA 52353

9/13/2011  
Wk: 319-653-2764  
Fx: 319-653-5273  
\*IA3057211R1-2T\_

We are pleased to provide you the following firm quotation and outline of the conditions of our services.

Reservoir	Type	Dia. or LxW (Feet)	Hgt. (Feet)	Maximum Calculated Capacity (Gallons)	Surface Area (S.F.)	Cubic Yards Sediment 1" deep	Price for Diver Inspection Only	Price for Diver Cleaning & Inspection	Price for Additional Sediment Per inch
Mobilization Charge - Flat charge to mobilize and demobilize to your location.								\$450	
1. Aquarium Tank	OG Concrete	92	20	1,000,000	6,644	20.51		\$1,650	\$718
2. 500KG Tower	El. Tower	41	50	500,000	1,320	4.07		\$1,700	\$143
<b>Subtotal</b>								<b>\$3,800</b>	
<b>Total</b>								<b>\$3,800</b>	

\*Plus sales tax if applicable

## Scope of Work:

Removal of accumulated sediment from the floor of the reservoir. The effluent will be disposed of at the districts direction. A final and comprehensive inspection will be performed documenting the condition of the entire structure and recorded on DVD. Written documentation with digital pictures, descriptions of the images and any recommendations will be provided to the district on a USB flash drive.

Our bids are based on a variety of factors that pertain to the length of time it takes to accomplish our work. The main consideration is the amount of sediment that has to be removed, **2" of normal sediment** is included in this bid.

**Initials**                      **Please initial the line items below to verify that you have reviewed them.**

- \_\_\_\_\_ Entry hatch on top of the reservoir is at least 18" diameter.
- \_\_\_\_\_ The water level is kept within ten (10) feet of the top of the tank.
- \_\_\_\_\_ Tank dimensions are correct.
- \_\_\_\_\_ Scope of work is correct.

1. Placement and disposal of effluent removed from the reservoir is done at the direction of the Customer.
2. Quotes for cleaning assume that the sediment is normal material (such as silt, flocculated material, insects, manganese, rust, etc.) found in potable water reservoirs that is easily removed by our vacuum system. If the sediment is difficult to remove such as large amounts of concrete chips, gravel, sand, rocks, detached coating debris, etc., then our hourly rate shall apply for each hour (over the first hour) for removing this material.



# LiquiVision TECHNOLOGY

711 Market Street  
 Klamath Falls, OR 97601  
 Phone: (541) 883-6473  
 Fax: (541) 883-1361

## Billing/Change Order/Estimate Form

Chad McCleary  
 Washington, City of  
 522 North Fourth Ave.  
 Washington, IA 52353

Phone:  
 FAX / Email:  
 LVT Ref. #:

9/13/2011  
 Wk: 319-653-2764  
 Fx: 319-653-5273  
 \*IA3057211R1-2T\_

Team Leader: \_\_\_\_\_  
 Diver #2: \_\_\_\_\_

Diver #1: \_\_\_\_\_  
 Diver #3: \_\_\_\_\_

Reservoir	Type	Dia. or LxW (Feet)	Hgt. (Feet)	Maximum Calculated Capacity (Gallons)	Surface Area (S.F.)	Cubic Yards Sediment 1" deep	Price for Diver Inspection Only	Price for Diver Cleaning & Inspection	Date Work Done
Mobilization Charge - Flat charge to mobilize and demobilize to your location.								\$450	
1. Aquarium Tank	OG Concrete	92	20	1,000,000	6,644	20.51		\$1,650	
2. 500KG Tower	El. Tower	41	50	500,000	1,320	4.07		\$1,700	
Subtotal								\$3,800	
Total								\$3,800	

**\*Plus sales tax if applicable**

Itemize work:	Time or Quantity:	Extended:
Sales Tax if any:		
<b>Total</b>		

Authorization Signature: \_\_\_\_\_

### Estimation of cost for recommendations that LVT can perform.

Recommendations:	Estimated Labor	Estimated Material	Total Estimate
<b>Total</b>			

# Memo

**To:** Mayor and City Council  
**From:** Rob McDonald, City Engineer  
**Date:** October 13, 2011  
**Re:** 2011 Seal Coat Project

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**Issue:**

Consider approval of a resolution accepting the project and authorizing final payment to L. L. Pelling Company for the 2011 Seal Coat Project. I met with Brett Finnegan of L. L. Pelling Co. and Jim Webb of the Iowa DOT on October 12<sup>th</sup> to inspect and discuss the problems with the seal coat. Attached are e-mails from both people giving their perspective. There is no definite reason to not pay the final 5% of the cost, although there are things we can do next year to reduce the amount of fines and the excess rock.

**Recommendation:**

Approve a resolution accepting the project and authorizing final payment of retainage of \$7,336.09 to L. L. Pelling Co. for the 2011 Seal Coat Project.



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

# INVOICE

Invoice #: 9247  
 Date:  
 Customer #: 100221  
 Customer Job: 1973.5 City of Washington  
 Customer PO:  
 Total Due: 7,336.09

Contract: 1973.11 City of Washington 2011

To: Washington, City of

P.O. Box 516  
 Washington, IA 52353

Page 1 of 1

PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract: 1973.11 City of Washington 2011

Cont Item	Description	Contract Quantity	U/M	Unit Price	Contract Amount	Current Quantity	Current Amount	JTD Quantity	JTD Amount
100	Mobilization / Traffic Control	1.000	LS.	6,855.00	6,855.00	1.000	6,855.00	1.000	6,855.00
200	Surface Correction	5,770.000	SY	1.90	10,963.00	5,497.000	10,444.30	5,497.000	10,444.30
300	Primer MC-70	1,155.000	GAL	4.00	4,620.00	819.990	3,279.96	819.990	3,279.96
400	Binder Bitumen MC-3000	23,240.000	GAL	3.40	79,016.00	24,043.990	81,749.57	24,043.990	81,749.57
500	Cover Aggregate	1,000.000	TON	34.35	34,350.00	1,089.480	37,423.64	1,089.480	37,423.64
600	Granular Subbase	250.000	TON	28.65	7,162.50	243.250	6,969.11	243.250	6,969.11
					142,966.50			146,721.58	148,131.08
							Amounts Billed	0.00	146,721.58
							Less Retainage	0.00	0.00
							Plus Retainage Release	7,336.09	0.00
							Less Previous Billings		-139,385.49
							<b>Total Due This Invoice</b>	<b>7,336.09</b>	<b>7,336.09</b>

Invoice # 9247

Date: 8/31/2011

Customer #: 100221

L. L. Pelling Co. P.O. Box 230 North Liberty, Iowa 52317 319-626-4600 www.llpelling.com

## Robert McDonald

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**From:** Brett Finnegan [brettf@llpelling.com]  
**Sent:** Thursday, October 13, 2011 12:06 PM  
**To:** Robert McDonald  
**Subject:** Chip seal Coat Washington

Robert, I had spoke to the Quarry personal and they assured me that we were receiving IDOT Certified material. As I suggested yesterday, It may be a good idea to place the cover aggregated at a lighter rate maybe " 23 to 25 lb. per Sqyd" rate of application instead of the DOT recommended 30 lbs. We feel this is too much rock. Also the dry weather and lack of rain did not help matters in settling the dust on the higher traveled streets. I may also suggest requesting bids on your projects earlier in the Spring. This helps to provide the summer heat on the roadways and allows the rock to better adhere the asphalt binder. thanks again and feel free to call if you should have any additional questions  
Brett Finnegan  
L.L.Pelling Co

**Robert McDonald**

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**From:** Webb, James [DOT] [James.Webb@dot.iowa.gov]  
**Sent:** Thursday, October 13, 2011 8:56 AM  
**To:** 'rmcdonald@washingtioniowa.net'  
**Subject:** City seal coat inspection - October 12, 2011

Rob:

Pursuant to our field inspection on October 12, 2011, the following are my observations and comments regarding the seal coated roadways in the City of Washington.

From our discussion, the seal coating of the City streets was done in August 2011, and the MC-3000 emulsion was used. The aggregate was from River Product's Columbus Junction Mine.

The beds used to produce the material were apparently Beds 16-19, which is the concrete ledge at the mine. Since this was not Federal Aid funded work, the District 5 Materials staff did not monitor shipping of the material from the quarry. We did certify a stockpile at the mine this year that was designated as a  $\frac{3}{8}$ " cover aggregate (washed), and I understand this was the material that was used for the seal coat work. We cannot verify that this was the material used since we were not monitoring the shipment of the aggregate for this work.

The quality tests we have on file for those ledges this year for state inspected production indicate compliance with the aggregate quality requirements for seal coat aggregate in Article 4125 of the Standard Specifications. The LA Abrasion test results were generally around 35% loss, which indicates the aggregate is not overly soft or easily abrasive (not conducive to generating large amounts of additional fines).

The aggregate gradation test result provided by River Products indicated the seal coat aggregate had about 0.4% fines (minus #200 screen material) – this is well below the specification maximum limit of 1.5% fines. The District 5 Materials monitor gradation for the stockpile had 1.4% fines, higher than the producer's test, but still within specification limits.

The seal coated roadways did have noticeable fines on the surface and some were washing off of the surface from the morning's rain. In regards to whether the fines observed were excessive, I cannot say. I cannot visually estimate whether the fines I observed were more than the 1.5% maximum specified for the cover aggregate used.

There may be some possible causes for increase fines in the aggregate after the gradation testing done at the quarry:

- If the material was overworked/over handled in the stockpile or during loading there can be an increase in fines.
- If the end loader digs too low into the stockpile during load out, there is a possibility that fines in the base material under the stockpile could have been incorporated in the material, potentially increasing the fines.
- With the dry conditions this year and the dusty nature of plant operations at a quarry or mine, additional fines may have coated the surface of the stockpile if dust was prevalent enough. This, however, would only add fines to the outer surface of the stockpile – the fines for the material inside the interior of the stockpile should not have increased due to this.
- Sometimes, if the haul distance for the aggregate is long, the aggregate can abrade in transit while inside the truck bed and generate additional fines. In this case the haul distance was not far enough to generate a large amount of additional fines.
- If the material was discharged from the haul trucks and reloaded into other trucks for placement, additional fines could have been generated.

10/13/2011

- Over-rolling of the aggregate can cause breakdown of the material and generate additional fines. The generation of the roller fines can be more if the compaction is done over a more stable/rigid road surface under the seal coat (higher compactive stress on the aggregate).
- With the lack of rain since the seal coat work, there may be a possibility that additional dust could have settled on the seal coated roads from environmental sources (i.e., dust in the air, dirt/dust on tires, etc.).
- Additional fines could have been generated from traffic in the past two months.

The other discussions from the meeting, such as lowering the aggregate application rate or adding a sealing emulsion spray may have resulted in fewer fines in the air and less rock pickup/loss.

If the actual aggregate application rates were not calculated at the time of placement, it may be informative to check the application rates now. The 30 pounds per square yard application rate is standard for any Iowa DOT seal coat work performed, and though we don't do a lot of seal coats, I am unaware of many concerns about the application rates we use. It may be helpful to check if other municipalities have adjusted their application rates as recommended by the contractor.

The use of other aggregate types in the future may also reduce fines, but this does not address the issue you currently have with this year's work. The same goes for modifying the application rates.

Another potential area of consideration would be aggregate- binder compatibility. For state and Federal-Aid work, a compatibility test is required (Iowa Test Method No. 630). If there was a compatibility issue with the aggregate and MC-3000 binder the aggregate material may not have adhered as well and would have been more susceptible to pull out and dust generation. Per our discussions, this may have been more of a consideration if the CRS-2P emulsion was used.

Please let me know if you have any other questions. Thanks.

Jim Webb, P.E.  
District 5 Materials Engineer  
Iowa Department of Transportation  
641-469-4045  
641-919-8551 (cell)  
641-469-3427 (fax)

RESOLUTION NO. 2011-\_\_\_\_\_

RESOLUTION ACCEPTING PROJECT AND  
AUTHORIZING FINAL PAYMENT FOR THE 2011 SEAL COAT PROJECT

WHEREAS, L. L. Pelling Company has completed the work and submitted an invoice for the final retainage (5%) for work and materials furnished for the hereinafter referenced project in the amount of \$7,336.09; and

WHEREAS, the City Engineer has certified completion of the above-referenced project and recommended acceptance thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA, that said project be accepted and final payment in the amount of \$7,336.09 be hereby approved to L. L. Pelling for work performed and materials furnished in relation to the 2011 Seal Coat Project.

PASSED AND APPROVED this 19<sup>th</sup> day of October 2011.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Illa Earnest, City Clerk

ENGINEER'S CERTIFICATE OF COMPLETION  
2011 SEAL COAT PROJECT

I hereby certify that the Contract dated July 20, 2011, between the City of Washington and L. L. Pelling Company for the 2011 Seal Coat Project has been completed in accordance with the terms thereof and in substantial compliance with the specifications.

Having made a final inspection, I respectfully recommend that the work be officially accepted by the City Council and that the Contractor be compensated as shown on the accompanying invoice.

CITY OF WASHINGTON

  
\_\_\_\_\_  
Robert J. McDonald, P.E.  
City Engineer

# Memo

**To:** Mayor and City Council  
**From:** Rob McDonald, City Engineer  
**Date:** October 13, 2011  
**Re:** West Side Sanitary Sewer – Public Hearing

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**Issue:**

Fox Engineering wants to begin the bid process for the West Side Sanitary Sewer. The first action is to have a public hearing. No further action should be taken until permanent easements are acquired and the SRF Construction Loan has been approved by the Iowa Finance Authority. However, the bid schedule is getting tight, so these items may be temporarily waived at a later date so we can still meet the DNR consent order deadline.

**Recommendation:**

Approve the attached resolution setting the time and place for a public hearing.

RESOLUTION NO. \_\_\_\_\_

SETTING TIME AND PLACE FOR A PUBLIC HEARING ON  
THE WEST SIDE SANITARY SEWER INTERCEPTOR PROJECT

WHEREAS, Fox Engineering has prepared preliminary plans, specifications and an estimated cost of the work for the West Side Sanitary Sewer Interceptor;

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

Section 1. The preliminary plans and specifications are hereby approved.

Section 2. On November 2, 2009 at 6:00 p.m. in the City Council Chambers at 120 E. Main Street, Washington, Iowa, this Council shall hold a public hearing on the plans, 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 twenty (20) days prior to the date set for the hearing. The notice shall be in the following form:

(Notice of Public Hearing Attached)

Section 3. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED this 19th day of October 2011.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST

\_\_\_\_\_  
Illa Earnest, City Clerk

## **PUBLIC NOTICE**

### **NOTICE OF TIME AND PLACE FOR A PUBLIC HEARING ON THE WEST SIDE SANITARY SEWER INTERCEPTOR 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 plans, specifications, form of contract, and cost estimate for the proposed West Side Sanitary Sewer Interceptor Project. The project will be located on the west side of town starting from the Wastewater Treatment Plant on W. Buchanan, then proceeds north and northwest to 250<sup>th</sup> St., then north of 250<sup>th</sup> St., then through Parkside Estates Trailer Court to Sunset Park, and ends just north of the Main St. & H Avenue intersection. A secondary sewer line leads northeast from the first sewer to almost the west end of Van Buren Street. Said hearing will be held in the City Council Chambers, 120 E. Main Street, Washington, Iowa, on November 2, 2011 at 6:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

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Illa Earnest, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

The property of Federal National Mortgage Association at 708 E. 2<sup>nd</sup> St. for the amount of \$260.00. Legal description (08 L SMOUSES ADD). Parcel Number (11-17-429-009).

and,

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

The property of Arthur L.L. Young and Misty Utzinger at 608 S. 9<sup>th</sup> Ave. for the amount of \$197.50. Legal description (02 A W CHILCOTES OL ADD S 50 FT OF N 160 FT). Parcel Number (11-20-226-003)

The property of John S. Patterson at 502 N. Iowa Ave. for the amount of \$95.00. Legal description (05 11 DENNYS ADD). Parcel Number (11-17-181-004).

The property of John S. Patterson at 505 N. Iowa Ave. for the amount of \$75.00. Legal description (04 12 DENNYS ADD). Parcel number (11-17-180-008).

and,

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

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

Passed and Approved this 19th day of October, 2011.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

**WWTP report for  
October 19, 2011  
Council Meeting**

- **After hour alarm and dog call outs**
  - 30<sup>th</sup> WWTP call out, 4:39 p.m. Fred
  - 1<sup>st</sup> dog call, Safety Center reported a dog to be picked up at 1303 N Iowa, 5:00 p.m. Jason
  - 2<sup>nd</sup> Sunset Park lift station, high water alarm, 12:30 a.m. Fred
  - 2<sup>nd</sup> dog call, Safety Center reported a dog to be picked up at 101 Gr Meadows, 12:30 p.m. Jason
  - 2<sup>nd</sup> dog call, Safety Center reported a dog to be picked up at 527 South C, 6:30 p.m. Jason
  
- **WWTP lagoon** – The lagoon is pumped down at press time.
  
- **WWTP September 2011 MOR** – 0/30 days bypass over lagoon standpipe, **32.236** million gallons (mg) treated, **32.236** mg through WWTP, **0.000** mg in and out of lagoon. Average daily flow **1.075** mg, maximum daily flow **1.349** mg, minimum daily flow **0.912** mg, Sunset Park lift station bypassed for a total of **6.2** hours. **NO SSO'S out of the head works building for September 2011.**

**TSS**

**Removal 85 % required      result = 91.8 %**  
Influent TSS monthly average = **196.3** mg/L  
Effluent TSS monthly average = **16.0** mg/L

**CBOD5**

**Removal 85% required      result = 91.3%**  
Influent CBOD5 monthly average = **111.8** mg/L  
Effluent CBOD5 monthly average = **9.7** mg/L

- **September 2011 WWTP NPDES effluent permit violations** - None to report.
  
- **Parkside Estates lift station** – Danny and Jason completed repairs to one (1) of the pumps at the lift station. A check valve and several gaskets were replaced. The lift station is back to normal operation.
  
- **City beans** – The beans have been harvested north and west of the new access road. The beans south of silt fence are still standing.

**Fred E. Doggett  
10/14/2011 9:43 AM**

WATER DISTRIBUTION: M/C personnel repaired 3 water main breaks, #1105 North Marion Ave, #1500 North Iowa Ave and #905 West 2<sup>nd</sup> St. Two of which were 6" and the other a 4" CIP which were repaired in a timely manner. Personnel constructed 4-1" water taps for new duplexes on West 18<sup>th</sup> St. Personnel began flushing hydrants, with the operating of larger gate valves as part of the flushing program.

SEWER COLLECTION: M/C personnel continued inspections out at the new WWTP site.

STORM SEWER COLLECTION: M/C personnel installed an 18" culvert off of West 18<sup>th</sup> St for a new driveway.

MECHANIC/SHOP/CEMETERY: M/C personnel dug 5 graves for funeral services at Elm Grove Cemetery. Worked on #111 and #115 for leaf season, getting the leaf boxes in and the air in flow sealed properly, also repaired fuel filter housing on #111 (leaking), replaced o-rings in gear box and replaced power steering assist box. Serviced PD #969 (replaced air/fuel filters, rotate tires and new battery). Continued work on #611 (serviced and test drive).

OTHER: M/C personnel started hauling the bad mulch away from the WWTP to make room for the new leaves to be hauled out this fall. Hauled 32 tons of spoil away from excavations and the shop. Responded to 25 One Call Locates. Completed the yard waste route each week.

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.