

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, DECEMBER 21, 2011

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Wednesday, December 21, 2011 to be approved as proposed or amended.

Consent Agenda:

1. Council minutes 12-07-2011
2. Public Financial Management (PFM), Financial Advisory Services, \$10,157.00
3. Fox Engineering, WWTP Facility Improvement Project, \$23,352.85
4. Fox Engineering, Water Distribution System Modeling Project, \$3,968.00
5. Fox Engineering, West Side Sanitary Sewer Collection System, \$5,161.50
6. Gridor Construction, WWTP Facility Improvement Project, \$1,071,870.75
7. TEAM Services, WWTP Facility Improvement Project, \$5,832.66
8. Financial Reports.
9. Department Reports.

Approval of Claims

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

First Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, Making Sitler Drive One-Way Between Iowa Avenue and Avenue B and Creating New No Parking Zones on Sitler Drive, S. Avenue E, and Tyler Street. Pass the ordinance to the second reading or deny the application.

Discussion and Consideration of Resolution Approving Award of Contract for West Side Sanitary Sewer Interceptor Project.

Discussion and Consideration of Resolution Authorizing Payment of Certain Bills Prior to Official Council Approval.

Discussion and Consideration of Resolution Establishing a New Water Deposit Fund.

OLD BUSINESS

Discussion and Consideration-Oakwood Village Subdivision (**Tabled 08-24-2011**)

NEW BUSINESS

Discussion and Consideration of Motion to Ratify the Publication of Notice of Council Appointment.

Discussion and Consideration of Agreement with Veenstra & Kimm for Engineering Services.

Discussion and Consideration of Agreement with Impressions Custom Computers, Inc.

Discussion and Consideration of Amendment to Agreement with Iowa DOT to Mill and Overlay Iowa 92.

Closed Session Per Iowa Code 21.5(c) Pending Litigation.

DEPARTMENTAL REPORT

Police Department
City Administrator
City Attorney

COMMITTEE REPORTS

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

COUNCILPERSONS

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

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 12-07-2011

The council of the City of Washington, Iowa, met in Regular Session in the council chambers in the Former Public Library Building, 120 E. Main Street, at 6:00 P.M., Wednesday, December 7, 2011. Mayor Sandra Johnson in the Chair. On roll call present: Hagie, Stark, Roth, Shepherd, Ziegrowsky. Absent: Wilson-Johnson.

Motion by Stark, seconded by Roth, that the agenda for the Regular Session to be held at 6:00 P.M., Wednesday, December 7, 2011 be approved as proposed. Motion carried unanimously.

Consent Agenda:

1. Council minutes 11-16-2011
2. RDG Planning and Design, Professional Services Comprehensive Plan Project, \$4,900.
3. Casey's General Store, Class C Beer Permit (BC) with Sunday Sales, **(Renewal)**.
4. EMSI, Asbestos Abatement Tienda La Cruz Demolition, Phase II, \$12,870.00
5. Cornerstone Excavating Company, Tienda La Cruz Building Demolition, \$40,678.60
6. Team Services, WWTP Testing/Inspection, \$8,115.30
7. Department Reports.

Motion by Hagie, seconded by Ziegrowsky, to approve the consent agenda. Motion carried unanimously.

Motion by Roth, seconded by Shepherd, to approve payment of the claims as presented. Motion carried unanimously.

Motion by Stark, seconded by Roth, to approve Resolution Establishing New Funds and Renaming Existing Funds. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Shepherd, Ziegrowsky. Nays: none. Motion carried. **(Resolution No. 2011-64)**

Discussion and Consideration-Oakwood Village Subdivision remains tabled.

Motion by Shepherd, seconded by Stark, to take the discussion and consideration of sidewalk extension to Mercy Medical Clinic from the table. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Shepherd, Ziegrowsky. Nays: none. Motion carried.

After discussion, motion by Shepherd, seconded by Hagie, to direct staff to prepare bid specifications for option #2 with a 50% cost share for construction next spring. Motion carried unanimously.

Motion by Stark, seconded by Roth, to approve the finance committee recommendation to continue to retain Fox Engineering for water and wastewater engineering services, and to retain Veenstra & Kimm for all other civil engineering services pending an agreement approved by council. Motion carried unanimously.

Motion by Stark, seconded by Ziegrowsky, to authorize the city administrator to advertise internally the position of Assistant Superintendent-Cemetery with revision of the job description as discussed. Motion carried unanimously.

Motion by Shepherd, seconded by Hagie, to extend until spring that part of the Tienda La Cruz Demolition Project Contract concerning the common wall.

The city administrator addressed three items in his report to council. One: There will be monthly meetings for I & I Investigation; two: The widening of the shoulders to six feet on Highway 92 will not proceed because of lack of funding from the Riverboat Foundation Grant; three: The vacancy in the third ward council seat.

After council discussion, council will post notice of intent to appoint as per State Code and have the appointment on the December 21, 2011 council agenda.

There was no closed session for property acquisition per Code of Iowa Section 21.5(j).

Motion by Stark, seconded by Hagie, that the council go into closed session per Iowa Code Section 21.5(c) Pending Litigation. Roll call on said motion as follows: Ayes: Hagie, Stark, Roth, Shepherd, Zieglowsky. Nays: none. Motion carried.

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

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

Motion by Zieglowsky, seconded by Shepherd, that the Regular Session held at 6:00 P.M., Wednesday, December 7, 2011 be adjourned. Motion carried unanimously.

Sandra Johnson, Mayor

Illa Earnest, City Clerk



Public Financial Management

Two Logan Square
Suite 1600
18th & Arch Streets
Philadelphia, PA
19103-2770

215 567-6100
215 557-1493
www.pfm.com

City of Washington, Iowa
Illa Earnest, City Clerk
215 E. Washington Street
Washington, IA 52353-2024

November 30, 2011

INVOICE: PFM-124592-0-PFM-124593
SEQ.: 001-000-001

RE: For Financial Advisory Services provided to the City of Washington, Iowa in connection with the 2011 Sewer Cashflow Analysis and SRF Note.

INVOICE

Description	Total
Financial Advisory Fee	\$10,000.00
Total Professional Fees	<hr/> \$10,000.00
Expenses	<hr/> \$157.00
Amount Due	<hr/> \$10,157.00 <hr/>

Thank You.

Public Financial Management, Inc.

William W. Cummings
Billing Administrator

Remittance Address:
Public Financial Management, Inc.
Two Logan Square, Suite 1600
18th and Arch Streets
Philadelphia, PA 19103

Wire Instructions:
Susquehanna Bank
ABA# 031309123
Acct# 10006788342

INVOICE TERMS: UPON RECEIPT



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

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

Invoice number 33554
 Date 11/30/2011

Project **204508A Washington Wastewater Treatment Plant**

Professional Services for the Period of 10/30/2011 to 11/26/2011

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	100.00	424,000.00	424,000.00	0.00
Bidding / Negotiation	22,500.00	100.00	22,500.00	22,500.00	0.00
Operations Manual	36,300.00	0.00	0.00	0.00	0.00
Construction Staking	24,840.00	55.00	9,936.00	13,662.00	3,726.00
Total	828,540.00	94.27	777,336.00	781,062.00	3,726.00

Construction Administration

Professional Fees

Billed
Amount
9,370.00

Reimbursables

Billed
Amount
489.10

Outside Services

Riesberg Engineering Company
 Shive-Hattery, Inc

Billed
Amount
2,255.00
5,515.95

Phase subtotal

17,630.05

Resident Project Observation

Outside Services

Shive-Hattery, Inc

Billed
Amount
1,996.80

Invoice total **23,352.85**



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

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

Invoice number 33558
Date 11/30/2011

Project **342411A Washington Water Distribution System Modeling**

Professional Services for the Period of 10/30/2011 to 11/26/2011

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase I Water Modeling	4,300.00	100.00	4,300.00	4,300.00	0.00
Phase II Water Modeling	12,400.00	32.00	0.00	3,968.00	3,968.00
Total	16,700.00	49.51	4,300.00	8,268.00	3,968.00

Invoice total **3,968.00**

Approved by: _____

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



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

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

Invoice number 33614
 Date 11/30/2011

Project **204509B Washington Sanitary Sewer
 Collection System**

Professional Services for the Period of 10/30/2011 to 11/26/2011

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	100.00	54,500.00	54,500.00	0.00
Final Design	74,500.00	100.00	74,500.00	74,500.00	0.00
Bidding	12,500.00	85.00	6,250.00	10,625.00	4,375.00
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	56.56	149,750.00	154,125.00	4,375.00

Easement Acquisition

Outside Services

A&R Land Services, Inc.

Billed
 Amount
 786.50

Invoice total **5,161.50**


Approved by: _____

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

Contractor's Application for Payment No. 8

Lump Sum Contract
 Project: Wastewater Treatment Facility Improvements From (Contractor): Gridor Construction, Inc. Application Date: 11/1/2011
 To (Owner): City of Washington, Iowa Owner's Project No.: 2045-08A
 Via (Engineer): FOX Engineering Associates, Inc. Engineer's Proj. No.: 2045-08A Period From: 10/1/2011 Period To: 10/31/2011

Approved Change Order Summary:					
No.	Date Approved	Additions	Deductions		
1. ORIGINAL CONTRACT PRICE \$ 14,987,500.00					
2. Net change by Change Orders \$ 0.00					
3. Current Contract Price (Line 1 + 2) \$ 14,987,500.00					
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)..... \$ 7,446,725.00					
5. RETAINAGE:					
	a. 5%	X \$5,153,675.00	Work Completed.....	\$	257,683.75
	b. 5%	X \$2,293,050.00	Stored Material.....	\$	114,652.50
	c. Less Total Retainage Released Early.....			\$	
	d. Total Retainage (Line 5a + Line 5b - Line 5c).....			\$	372,336.25
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 7,074,388.75					
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 6,002,518.00					
8. AMOUNT DUE THIS APPLICATION \$ 1,071,870.75					
9. BALANCE TO FINISH, PLUS RETAINAGE (Column I on Progress Estimate + Line 5d above)..... \$ 7,913,111.25					
TOTALS		\$0.00	\$0.00		

Contractor's Certification
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.
 By:  Date: 12/7/11

Payment of: \$ 1,071,870.75
 (Line 8 or other - attach explanation of the other amount)
 is recommended by: Matt Kaper (Engineer) 12/7/11 (Date)
 Payment of: \$ 1,071,870.75
 (Line 8 or other - attach explanation of the other amount)
 is approved by: Robert J. McDonald (Owner) 12/7/11 (Date)

Endorsed by the Construction Specifications Institute.

INVOICE

No: 1773388-0

Invoice Date: December 13, 2011

Remit To: **TEAM Services, Inc.**

717 S.E. 6th Street
 Des Moines, IA 50309
 ph: 515-282-8818
 fax: 515-282-8741
 ID No. 42-1416550

TO: Robert McDonald
 City of Washington
 215 East Washington Street
 Washington, IA 52353

PROJECT: Wastewater Treatment Facility
 Improvements
 Washington, IA
 No: 9-922

PO Reference: 11-534
 Services for period of 11/1/2011 through 11/30/2011
 Reference: Construction Testing Services

QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
0.75	hour	Services of Principal Engineer	105.00	78.75
0.50	hour	Services of Senior Project Engineer	95.00	47.50
2.75	hour	Services of Administrative Assistant or CAD Drafter (incl computer)	55.00	151.25
7.00	hour	Services of Engineering Technician	37.00	259.00
27.00	hour	Field Compaction Testing	37.00	999.00
33.00	hour	Field Concrete Testing	37.00	1221.00
4.00	hour	Earthwork Observation and Testing	37.00	148.00
4.00	hour	Field Testing of Foundation Bearing Surfaces	37.00	148.00
16.00	hour	Field Reinforcing Steel Inspection	37.00	592.00
72.00	test	Concrete Cylinder Compressive Strength Tests, including Molds	10.00	720.00
1984.00	mile	Transportation Charges, Private Car or Company Vehicle	0.69	1368.96
1984.00	mile	Fuel Surcharge	0.05	99.20

Invoice Total: 5832.66

Amount Received: \$0.00

Amount Due: \$5,832.66

TERMS: 1.5% Interest per month will be added after 30 days.

Total billed, invoice dates through 12/13/2011: \$34,291.13

Project Summary Through December 13, 2011:

Estimated Fee: \$77,428.90

Total Billed: \$34,291.13

Total Amount Received: \$28,458.47

Printed: 12/13/2011 4:03 PM

Pay by Credit Card

Master Card Visa Am. Ex. Discover

Name on Card : _____

Card Number : _____

Exp.Date (MM/YY) : _____ / _____

CITY OF WASHINGTON, IA
MONTH-TO-DATE TREASURERS REPORT
AS OF NOVEMBER, 2011

FUND	11/01/2011 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	11/30/2011 ENDING CASH BALANCE
001-GENERAL FUND	(7,840.31)	(130,530.69)	-	341,939.18	(683.40)	(480,993.58)
002-AIRPORT FUND						
110-ROAD USE	716,956.51	59,646.88	-	54,499.57	(538.59)	721,565.23
112-EMPLOYEE BENEFITS	223,615.25	21,820.62	-	-	-	245,435.87
113-LIABILITY INSURANCE	38,733.80	3,738.14	-	-	-	42,471.94
121-LOCAL OPTION SALES TAX	-	61,749.66	-	61,749.66	-	-
125-URBAN RENEWAL AREA #1	122,258.89	-	-	-	-	122,258.89
126-URBAN RENEWAL AREA #2	-	-	-	-	-	-
127-URBAN RENEWAL AREA #3A	1,258.63	48.78	-	-	-	1,307.41
128-URBAN RENEWAL AREA #3B	-	-	-	-	-	-
129-URBAN RENEWAL AREA #3C	15,129.68	11,831.65	-	1,110.00	(1,110.00)	24,741.33
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	17,890.63	141.34	-	-	-	18,031.97
132-URBAN RENEWAL AREA #5	17,294.46	-	-	4,649.37	-	12,645.09
133-URBAN RENEWAL AREA #6	153,149.54	-	-	-	-	153,149.54
134-URBAN RENEWAL AREA #7	-	-	-	-	-	-
145-HOUSING REHABILITATION	-	-	-	-	-	-
146-LMI TIF SET-ASIDE						
200-DEBT SERVICE	351,281.40	32,663.43	-	115,483.75	-	268,461.08
300-CAPITAL RESERVES	231,701.43	-	-	-	-	231,701.43
301-CAPITAL PROJECTS FUND	1,851,681.75	10,564.08	-	295,642.60	-	2,157,888.43
302-URBAN RENEWAL BIODIESEL 6	-	-	-	-	-	-
303-WWTP CAPITAL PROJ FUND	(1,014,410.67)	-	-	1,404,497.90	-	(2,418,908.57)
305-RIVERBOAT FOUND CAPITAL PROJ						
510-BAND BOOSTER	-	-	-	-	-	-
520-DOG PARK	6,833.94	95.05	-	77.69	-	6,851.30
530-TREE COMMITTEE	2,851.50	75.00	-	554.49	-	2,372.01
540-POLICE FORFEITURE	-	-	-	-	-	-
550-PARK GIFT	206,864.60	0.42	-	-	-	206,865.02
560-AIRPORT GIFT	-	-	-	-	-	-
565-GAS REVOLVING FUND	-	-	-	-	-	-
570-LIBRARY GIFT	42,227.84	293.98	-	11.90	-	42,509.92
580-CEMETERY GIFT	(55.00)	55.00	-	-	-	-
600-WATER UTILITY	(295,717.50)	93,123.46	-	124,546.38	1,397.32	(325,743.10)
610-SANITARY SEWER	1,838,294.89	191,869.63	-	61,170.38	(346.29)	1,968,647.85
660-AIRPORT	-	-	-	-	-	-
670-SANITATION	(152,746.36)	22,161.59	-	20,949.12	-	(151,533.89)
910-TRUST	233,450.65	(25.16)	-	859.25	-	232,566.24
915-CEMETERY TRUST						
950-SELF INSURANCE	-	-	-	-	-	-
951-PAYROLL CLEARING	-	-	-	-	-	-
952-OLD FUND 090	-	-	-	-	-	-
TOTAL BALANCE	4,600,705.55	379,322.86	-	1,896,456.04	1,280.96	3,082,291.41

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
U.S. Bank/Wash St. Bank - Operating Account	227,918.44 (1)	0.02%
Cash in Drawer	350.00	
Wash St Bank - MM	255,734.14	0.02%
Wash St Bank - CD	4,405.26	
Federation Bank - Utility Account	-	
Investment in IPAIT	2,427,002.47	0.02%
Wash St Bank - Library Acct	166,881.10	0.02%
TOTAL CASH IN BANK	3,082,291.41	

(1) Washington State Bank	341,237.70
U.S. BANK	6,219.39
Outstanding Deposits & Checks	(119,538.65)
	<u>227,918.44</u>

CITY OF WASHINGTON, IA
 YEAR-TO-DATE TREASURERS REPORT
 AS OF NOVEMBER, 2011

FUND	07/01/2011 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	11/30/2011 ENDING CASH BALANCE
001-GENERAL FUND	(285,690.41)	1,855,332.80	-	2,049,952.57	(683.40)	(480,993.58)
002-AIRPORT FUND						
110-ROAD USE	821,385.62	310,524.20	-	409,806.00	(538.59)	721,565.23
112-EMPLOYEE BENEFITS	-	245,435.87	-	-	-	245,435.87
113-LIABILITY INSURANCE	-	42,471.94	-	-	-	42,471.94
121-LOCAL OPTION SALES TAX	-	309,525.52	-	309,525.52	-	-
125-URBAN RENEWAL AREA #1	96,557.00	25,701.89	-	-	-	122,258.89
126-URBAN RENEWAL AREA #2	-	-	-	-	-	-
127-URBAN RENEWAL AREA #3A	-	1,307.41	-	-	-	1,307.41
128-URBAN RENEWAL AREA #3B	-	-	-	-	-	-
129-URBAN RENEWAL AREA #3C	(1,862.47)	28,823.80	-	1,110.00	(1,110.00)	24,741.33
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	1,862.47	16,169.50	-	-	-	18,031.97
132-URBAN RENEWAL AREA #5	-	17,294.46	-	4,649.37	-	12,645.09
133-URBAN RENEWAL AREA #6	-	153,149.54	-	-	-	153,149.54
134-URBAN RENEWAL AREA #7	-	-	-	-	-	-
145-HOUSING REHABILITATION	-	-	-	-	-	-
146-LMI TIF SET-ASIDE						
200-DEBT SERVICE	-	383,944.83	-	115,483.75	-	268,461.08
300-CAPITAL RESERVES	231,498.70	313.00	-	110.27	-	231,701.43
301-CAPITAL PROJECTS FUND	1,976,635.48	1,599,549.26	-	1,418,296.31	-	2,157,888.43
302-URBAN RENEWAL BIODIESEL 6	-	-	-	-	-	-
303-WWTP CAPITAL PROJ FUND	(897,847.87)	4,233,523.95	-	5,754,584.65	-	(2,418,908.57)
305-RIVERBOAT FOUND CAPITAL PROJ						
510-BAND BOOSTER	(102.60)	102.60	-	-	-	-
520-DOG PARK	6,602.27	515.05	-	266.02	-	6,851.30
530-TREE COMMITTEE	6,753.79	2,923.80	-	7,305.58	-	2,372.01
540-POLICE FORFEITURE	-	-	-	-	-	-
550-PARK GIFT	206,862.28	2.74	-	-	-	206,865.02
560-AIRPORT GIFT	-	-	-	-	-	-
565-GAS REVOLVING FUND	-	-	-	-	-	-
570-LIBRARY GIFT	43,761.46	2,055.60	-	3,307.14	-	42,509.92
580-CEMETERY GIFT	(55.00)	55.00	-	-	-	-
600-WATER UTILITY	(322,599.27)	477,118.41	-	484,734.56	4,472.32	(325,743.10)
610-SANITARY SEWER	1,424,024.45	849,658.01	-	304,688.32	(346.29)	1,968,647.85
660-AIRPORT	-	-	-	-	-	-
670-SANITATION	(128,283.78)	98,933.30	-	122,183.41	-	(151,533.89)
910-LIBRARY TRUST	232,497.77	1,427.16	-	1,358.69	-	232,566.24
915-CEMETERY TRUST						
950-SELF INSURANCE	-	-	-	-	-	-
951-PAYROLL CLEARING	-	-	-	-	-	-
952-OLD FUND 090	-	-	-	-	-	-
TOTAL BALANCE	3,411,999.89	10,655,859.64	0	10,987,362.16	-1,794.04	3,082,291.41

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
U.S. Bank/Wash St. Bank - Operating Account	227,918.44 (1)	0.02%
Cash in Drawer	350.00	
Wash St Bank - MM	255,734.14	0.02%
Wash St Bank - CD	4,405.26	
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Investment in IPAIT	2,427,002.47	0.02%
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TOTAL CASH IN BANK	3,082,291.41	

(1) Washington State Bank	341,237.70
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Outstanding Deposits & Checks	(119,538.65)

227,918.44



115 W Washington • Washington , IA 52353-2035
(319) 653-2726

To: Washington City Council
From: Washington Public Library
CC: Illa Earnest, City Clerk
Brent Hinson, City Administrator
Date: December 16, 2011
Subject: 1st December Report to Council

Here are a few things we've been working on so far in December:

- I am working with the Library Board of Trustees on an accreditation report to the State that, if accepted, will secure higher State funding for the library than we've received in the past few years. The State's "Standards and Accreditation" program exists to encourage the ongoing development of high quality public library services in Iowa. The Washington Library is not currently accredited and the Board is working hard to update bylaws and policies so that we can reach accreditation. The biggest step will be creating a strategic long term plan for library services. I believe this plan will fall in line nicely with the work the City is doing on its Comprehensive Plan.
- After meeting with the Mayor and City Administrator, we've decided to take an active role in getting higher participation for the City's Comprehensive Plan survey and the school district's Safe Routes To Schools survey. We have created a poster for the Comprehensive Plan survey, we have a link on our homepage to the survey, and we will be putting a direct link on our public Internet computers to it. The staff and I are happy to do what we can to help the City and school district get the input needed for these important plans.
- This morning we delivered two large bags of mittens, hats, scarves, and socks to HACAP that were collected on our mitten tree. These items will go to children and adults in need this winter season.

Thank you for your support and Happy Holidays!

Sincerely,
Debbie Stanton,
Director Washington Free Public Library

Annual Report

July 2010-June 2011

Budget & Expenditures (Summary)

Expenditures

The total of expenditures from budgeted line items for FY10-11 was \$337,280.57

The library remained on budget for FY10-11, with a year-end budget balance of \$6,398.43.

General Fund Revenue Generated

Interest on Investments	\$ 246.17
Reimbursement	\$ 37.70 (Great IA Treasure Hunt)
Fines & Fees	\$ 3,468.13
State	\$ 4,467.57
<u>County Contracts</u>	<u>\$ 93,035.71</u>
Total	\$101,255.28

The actual revenue generated in FY10-11 exceeded budget estimates by \$32,055.28. Mostly this is because the second check from the County for FY09-10 (written in June 2010) was not deposited until September 2010. This was for \$28,302.30. The additional \$3,752.98 came from the County, as their annual allocation was higher than expected for the year.

Bottom Line Balance

Budgeted city funds	\$274,479.00
(+) <u>Actual non-municipal funds generated</u>	<u>\$101,255.28</u>
Total available funds for budgeted items	\$375,734.28
(-) <u>Total budget line item expenditures</u>	<u>\$337,280.57</u>
Funds <i>de facto</i> "returned" to the city	\$ 38,453.71

A more detailed budget breakdown and discussion can be found in a later section of this report.

Budget & Expenditures (Line Item Detail)

	Budgeted Amount	Actual FY10-11	% of Budget	Budget Balance
Total Salaries & Wages	189,700.00	187,148.61	98.66	2,551.39
Employee Benefits & Costs	58,894.00	60,786.83	103.21	(1,892.83)
Staff Development:				
Association Dues	300.00	585.15	195.05	(285.15)
Subscriptions & Educational Mat	300.00	117.95	39.32	182.05
Training	1,500.00	35.54	2.37	1,464.46
Repairs/Maintenance/Utilities:				
Building Maintenance & Repair	6,000.00	8,441.61	140.69	(2,441.61)
Operational Equipment & Repair	2,500.00	643.86	25.75	1,856.14
Utilities/Alliant Energy	22,000.00	27,544.45	125.20	(5,544.45)
Telecommunications	3,000.00	3,616.21	120.54	(616.21)
Contractual Services:				
Janitorial Expenses	14,860.00	11,845.31	79.71	3,014.69
Technology Services	1,000.00	157.20	15.72	842.80
Other Professional Services	3,000.00	2,667.75	88.93	332.25
Commodities:				
Library materials	33,000.00	26,155.36	79.26	6,844.64
Office Supplies	4,000.00	5,124.90	128.12	(1,124.90)
Postage/Shipping	3,000.00	2,384.05	79.47	615.95
Programming	500.00	9.33	1.87	490.67
Petty Cash	125.00	16.46	13.17	108.54
Total Library Budget	343,679.00	337,280.57	98.14	6,398.43

It is interesting to note that as of June 1, Patrick believed the library would wind up over budget due to the city cutting a check for the Director's unused vacation time. The cost savings from not paying a Director salary for the month of June may have kept the employee salary line item in check.

The overage in the Building Maintenance & Repair line item is due primarily to electrical work the library elected to have done. We added alley streetlights in October for \$495.45 and added outlets, adjusted track lighting, and switches in December for \$1,181.49 for a total of \$1,676.94 in building improvements.

Patrick had previously mentioned, and I agree, that the library needs to keep a close eye on Utilities expenses to determine if we need to do something differently in terms of either operations or budgeting as time goes on.

Circulation

Circulation by Material Type

Adult Fiction	28,199	(31.7% total circ)	+ 3.1%
Adult Non-fiction	8,663	(9.7% total circ)	+ 2.9%
Juvenile Fiction	20,829	(23.4% total circ)	+ 12.8%
Juvenile Non-fiction	4,450	(5.0% total circ)	- 7.3%
Periodicals	2,168	(2.4% total circ)	- 14.0%
Audio Books	3,351	(3.8% total circ)	+ 13.4%
Music CD's	1,183	(1.3% total circ)	- 28.6%
Videos	6,577	(7.4% total circ)	- 4.2%
Young Adult Fiction	4,551	(5.1% total circ)	+ 14.3%
Young Adult NF	1,082	(1.2% total circ)	+ 18.3%
Large Print	5,207	(5.9% total circ)	- 2.4%
Spanish Language	173	(0.2% total circ)	- 17.3%
Art Prints	127	(0.1% total circ)	+ 19.8%
Reference material	9	(0.0% total circ)	- 22.2%
CD Software	91	(0.1% total circ)	+ 21.3%
Laptop computers	942	(1.1% total circ)	+ 87.6%
Bilingual Juvenile	85	(0.1% total circ)	- 30.6%
Games (board & card)	135	(0.2% total circ)	+164.7%
<u>Virtual circulation</u>	<u>1,144</u>	<u>(1.3% total circ)</u>	<u>baseline</u>
Total Circulation	88,966		+ 5.8%

This is a similar increase in circulation to what we saw in FY09-10 (it was +5.7% at that time).

The decrease in Music CDs is not surprising, as many people are downloading music rather than checking out CDs. There are libraries that offer downloadable music much as we offer downloadable Audiobooks and E-books, and this may be something to look into in the future. I was disappointed to see a decrease in Spanish Language and Bilingual Juvenile print materials and believe these collections can be better marketed with increased visibility on the shelves. One suggestion was to use the current space where Reference is housed to hold the Spanish Language materials.

It is promising to see some of our newer services, including laptop computers and games, used so well. This is an indication of the good work the library staff is doing in listening to patrons and getting an idea of what kinds of services and materials they are requesting.

Circulation by Patron Type

Washington (City)	56,149	(63.1% total circ)	+10.5%
Rural Washington	15,518	(17.4% total circ)	+ 5.1%
Ainsworth	2,074	(2.3% total circ)	- 7.1%
Brighton	2,003	(2.3% total circ)	+ 9.3%
Open Access	10,384	(11.7% total circ)	+13.2%
Staff/Board	1,694	(1.9% total circ)	baseline
<u>Virtual Patrons</u>	<u>1,144</u>	<u>(1.3% total circ)</u>	<u>baseline</u>
Total	88,966		+ 5.8%

We are working on verifying the circulation numbers for Ainsworth, Brighton, and the County.

11/26/11-12/9/11

STREETS: M/C personnel finished the leaf vac program, compiling 191 loads, 573,000 lbs or 286 tons of leaves. Operated the street sweeper for the last time covering a big portion of the town. Completed the last go around of yard waste and brush pick up. Crews salted the streets a few times due to a couple light snowfalls. Installed a new 8" culvert in the 600 extended parking.

WATER DISTRIBUTION: M/C personnel repaired a 4" CIP water main break at North 2nd Ave- East 17th St where a section of main was replaced with 4" PVC, marking our 40th water main break of the year. A few water shut offs were repaired.

SEWER COLLECTION: M/C personnel constructed a 4" sewer tap in North 8th Ave for ACH Foam Company. Flushed 1,000 gallons of water in manhole to verify sewer main is open. Continued overseeing the progress at the WWTP.

STORM SEWER COLLECTION: N/A

MECHANIC/SHOP/CEMETERY: M/C personnel finished installing a hydraulic motor on #601 salt spreader. Vac'd out all the grease pits in all the M/C sheds. Serviced #117 (blower motor and fan blade and installed new door jam switch), PD #87 (exhaust leak, LF marker light and checked wiring which caused a blown fuse), #302 interior door handle and PD #969 starter. Had 2 services at the cemetery and cleaned the roads inside the cemetery. Got the cemetery equipment ready for snow removal. Monthly fuel reports inventory complete. Installed

OTHER: M/C personnel hauled 4 loads of 1" road stone, 3 loads of 1" ballast and 2 loads of sand back to the stock piles. Personnel hauled away the mulch from the brush pile grindings out at the WWTP. Responded to 31 One Call Locates. Personnel helped the Parks Department with constructing a new retaining wall on the north side of the pool at the Steele Aquatic Center. Crews hauled numerous loads of spoil away from previous excavations.

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.

Water Dept.

1. General Electric visited the water plant on December 7th to discuss future plans for plant improvements. We are going to do a raw water analysis along with a finished water analysis to determine what kind of overall treatment is desired; hardness is a priority in my opinion. I have also spoken with Brent about Fox doing an engineering study on our facilities to better determine our current condition and plan of action for the future.
2. After noticing a steady drop in our system chlorine residuals we made the decision to temporarily switch from chloramine (chlorine + ammonia) to free chlorine (chlorine only) in order to deal with some nitrification (ammonia converting to nitrite and nitrate) occurring on our system. After a week and a half it proved to be a great success and we have since seen our system residuals increase significantly. We plan on making this a yearly routine.
3. All other plant operations are normal at this time.

Street/Traffic Light Dept.

1. I'm sure many of you have noticed by now, we installed some new lights underneath the underpass. We feel this will help provide for much safer driving in the area.
2. Currently there are two lights on E. Main that will be repaired this week; one buzzes very loudly and the other is not working at all.
3. I would like the council to consider having some maintenance work done to the traffic lights at E. Main/N. 2nd and W. Madison/S. Ave. B. The current yellow paint is in very poor condition. I will get some price quotes for next year's budget.
4. Aside from a few periodic light bulb changes everything is normal at this time.

To: MSW Board of Directors &
Committee Members

From: Amy Vetter
Executive Director

Re: Director's Update, Friday, December 9, 2011

Projects:

SNOW – I appreciate all of you that stopped in to pick up tickets for our Breakfast with Santa. Sell, sell, sell as this could be another great fundraiser for MSW. Also, we will be selling tickets this Sunday from 9 am – 1 pm for those of you who have yet to buy your tickets.

MSI Technical Assistance Visit – the majority of my week was consumed by confirming volunteer participation in the tech visit meetings we held over the last 2 days. Thank you to the 31 participants who helped to share their thoughts and concerns with MSW's progress and future. Both Jim and Jay were very impressed with all of the groups and are excited to come back in late January/early February to share examples and recommendations that will help us in continuing to produce quality projects for our community.

501(c)3 Research – I began investigating the process for MSW to become a 501(c)3 tax exempt status. This is just beginning research but after speaking with Don Kline who has done similar research, MSW has most of the needed documentation to begin this process. I plan to discuss this further with Don and the Executive Committee in the coming months.

Extended Shopping Hours – After a request from a local retailer and volunteer, I have spent time gathering information on those businesses within our downtown district that have extended their hours for the holiday season. You should have received an email earlier today outlining these extended hours. Thanks to Brenda Koehler for helping to contact and confirm businesses hours.

Meetings: I met with the following individuals and/or attended the following meetings over the last week.

Board of Director's meeting, Virtual Curside Chat- webinar and conference call, SNOW Committee Meeting, Judy McKowen, Sandra Johnson, Marge & Don Kline, Bill Fredrick, and MSI Technical Assistance Visit (8 meetings over 1 ½ days)

On the Calendar:

Monday, December 12, 10 am – YPI Conference Call
Monday, December 12, 12 noon – Organization Committee Meeting
Tuesday, December 13, 12:30 pm – Zay, Rockit Outreach
Tuesday, December 13, 3:00 pm – Greg, Village Profile
Tuesday, December 13, 3:30 pm – Dawn Schindler, bookkeeping

Wednesday, December 14, 12 noon – Rod Ness, MS Director (West Branch)
Thursday, December 15, 1 pm – Leveraging Cultural Anchors – webinar
Saturday, December 17, 8 am – 10:30 am – Breakfast with Santa

Washington Volunteer Fire Department

December 7, 2011

October Fires

3 City fires	940.00
4 rural fires	550.00
drill	000.00
7 Fires	700.00

Meeting opened with Chief Tom Wide in charge.

Minutes of the previous meeting were read and approved.

Treasure report was read.

Dan Stigers made a motion to pay all bills against the department. Seconded by Ron Armstrong.

Motion passed

Committees; Social; Snacks after meeting.

Pancake: Tim has talked to Packwood. Tickets handed out tonight.

Christmas: kids party will be December 10. Swimming at Y 2-4pm

Communications: Washington Community Schools sent thank you for coming to schools

Thank you from Bob Buffington family.

Application of Justin Scheef was read. Investigation committee of Craig Rembold, Scott Bartolomew, gave a good report. Vote Passed

County meeting was held in Washington November 22. Had good program. Next meeting in Wellman

Firefighter 2 class will start after 1st of year.

Fire school in Ames after 1st of year.

December 10th Ainsworth soup supper.

December 17th Jim and Ann Williams are hosting a soup supper.

Discussion of calls

Jerry Guengerich made a motion to keep the same Officers. Seconded by Bruce Murphy. Passed

Chief- Tom Wide. 1st Asst.- Craig Rembold

2nd Asst.- Jim Williams, Secretary- Tom Beauchamp.

No other business, roll call taken meeting adjourned.

Secretary
Tom Beauchamp

**WWTP report for
December 21, 2011
Council Meeting**

- **After hour alarm and dog call outs**
 - 9th dog call, Safety Center reported a dog to be picked up at St James, 3:10 a.m. Jason
 - 10th Sunset Park lift station, high water alarm, 10:00 a.m. Danny
 - 10th dog call, Safety Center reported a dog to be picked up at Dino's, 9:30 p.m. Jason
 - 13th WWTP, heavy rain call out, 9:01 p.m. Danny
 - 14th Sunset Park lift station, high water alarm, 1:07 a.m. Danny
 - 15th Sunset Park lift station, high water alarm, 4:10 a.m. Danny

- **WWTP lagoon** – The lagoon filled and by-passing over the stand pipe started around 10:30 a.m. on the 14th and continues at press time.

- **WWTP November 2011 MOR** – 2/30 days bypass over lagoon standpipe, **40.145** million gallons (mg) treated, **39.905** mg through WWTP, **0.240** mg in and out of lagoon. Average daily flow **1.338** mg, maximum daily flow **1.643** mg, minimum daily flow **0.976** mg, Sunset Park lift station bypassed for a total of **18.8** hours. **NO SSO'S out of the head works building for November 2011.**

TSS

Removal 85 % required result = 94.9%

Influent TSS monthly average = **281.00** mg/L

Effluent TSS monthly average = **14.28** mg/L

CBOD5

Removal 85% required result = 92.3%

Influent CBOD5 monthly average = **106.67** mg/L

Effluent CBOD5 monthly average = **8.17** mg/L

- **November 2011 WWTP NPDES effluent permit violations** - None to report.

- **Toxic gas monitor** – We had order a new oxygen sensor for our gas monitor. The meter is now back to normal operation.

- **Meetings** – I attended the I/I meetings with City staff and then with Fox Engineering. Jason and I attended the new WWTP progress meeting #7 on the 7th.

- **Sunset Park lift station** – The bearings had to be replaced in one (1) of the pumps. Iowa City Electric Motors put the new bearings in. The turn around time was one (1) day. Joe Marie did the electrical work.

**Fred E. Doggett
12/16/2011 10:16 AM**

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA MAKING SITLER DRIVE ONE-WAY BETWEEN IOWA AVENUE AND AVENUE B AND CREATING NEW NO PARKING ZONES ON SITLER DRIVE, AVENUE E, AND TYLER 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. **Add Phrase.** Add to Section 68.01, "One-Way Traffic", the following phrase: "5. Sitler Drive is westbound only from South Iowa Avenue to South Avenue B."

Section 2. **Delete Phrase.** Delete from Section 69.08, "No Parking Zones", the following phrase: "66. South Avenue E, on the west side, from West Tyler Street to Sitler Drive."

Section 3. **Add Phrase.** Add to Section 69.08, "No Parking Zones", the following phrase: "66. South Avenue E, on both sides, from West Tyler Street to Sitler Drive."

Section 4. **Add Phrase.** Add to Section 69.08, "No Parking Zones", the following phrase: "77. West Tyler Street, on both sides, from South Avenue E to 70 feet east of the centerline of South Avenue E."

Section 5. **Add Phrase.** Add to Section 69.08, "No Parking Zones", the following phrase: "78. Sitler Drive, on both sides, from South Iowa Avenue to South Avenue E."

Section 6. **Repealer.** All ordinances or parts thereof in conflict with the foregoing provisions are hereby repealed.

Section 7. **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 January, 2012.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. 2011-_____

RESOLUTION APPROVING AWARD OF CONTRACT FOR
THE WEST SIDE SANITARY SEWER INTERCEPTOR PROJECT

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

That the lowest responsible bid in the amount of \$2,817,481.35 submitted by DeLong Construction, Inc. for the West Side Sanitary Sewer Interceptor Project, as described in the plans and specifications heretofore adopted by this City Council for said project, be and the same is hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute the contract with said contractor for the West Side Sanitary Sewer Interceptor Project.

Passed and approved this 21st day of December 2011.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk



WEST SIDE SANITARY SEWER INTERCEPTOR
City of Washington, Iowa
Bid Letting December 13, 2011 @ 2:00 PM

The purpose of this meeting is to receive, open and tabulate bids for construction of the West Side Sanitary Sewer Interceptor project in Washington, Iowa, in accordance with the Plans and Specifications, as prepared by FOX Engineering Associates.

Engineer's Opinion of Cost: \$3,633,282

	<u>Bid Bond</u>	<u>Addendum 1</u>	<u>Addendum 2</u>	<u>Bidder</u>	<u>Base Bid Total</u>	<u>Alternate No. 1 Total</u>
1	<u>X</u>	<u>X</u>	<u>X</u>	<u>DeLong Construction **</u>	<u>\$2,817,481.35</u>	<u>\$0.00</u>
2	<u>X</u>	<u>X</u>	<u>X</u>	<u>Langman Construction, Inc.</u>	<u>\$2,977,244.55</u>	<u>\$2,966,609.59</u>
3	<u>X</u>	<u>X</u>	<u>X</u>	<u>Civil Ag Group</u>	<u>\$3,160,886.50</u>	<u>\$2,869,239.50</u>
4	<u>X</u>	<u>X</u>	<u>X</u>	<u>Ricklefs Excavating, Ltd.</u>	<u>\$3,317,803.00</u>	<u>\$3,341,390.00</u>
5	<u>X</u>	<u>X</u>	<u>X</u>	<u>Cornerstone Excavating</u>	<u>\$3,478,563.15</u>	<u>\$0.00</u>
6	<u>X</u>	<u>X</u>	<u>X</u>	<u>S.J. Louis Construction</u>	<u>\$3,527,046.50</u>	<u>\$3,527,046.50</u>
7	<u>X</u>	<u>X</u>	<u>X</u>	<u>LaTour Construction, Inc.</u>	<u>\$3,554,527.98</u>	<u>\$3,598,797.98</u>
8	<u>X</u>	<u>X</u>	<u>X</u>	<u>H&W Contracting, LLC</u>	<u>\$3,554,727.00</u>	<u>\$3,892,916.00</u>
9	<u>X</u>	<u>X</u>	<u>X</u>	<u>Merryman Excavation</u>	<u>\$3,658,308.90</u>	<u>\$0.00</u>
10	<u>X</u>	<u>X</u>	<u>X</u>	<u>Minger Construction</u>	<u>\$3,762,868.30</u>	<u>\$3,373,601.81</u>
11	<u>X</u>	<u>X</u>	<u>X</u>	<u>Fye Excavating, Inc.</u>	<u>\$3,915,000.10</u>	<u>\$3,928,072.45</u>

** Apparent Low

FOX Engineering Associates Inc.

414 South 17th Street, Suite 107 • Ames, Iowa 50010

Telephone: 515-233-0000 • Fax: 515-233-0103 • WATS: 800-433-3469

Email: info@foxeng.com

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PAYMENT OF CERTAIN BILLS
PRIOR TO OFFICIAL COUNCIL APPROVAL**

WHEREAS, it may be necessary for the City of Washington to pay certain items of expense prior to the next regular City Council meeting; and

WHEREAS, some of the above-mentioned payments are required by law or regulation, including payroll, related fringe benefits, and grant payments; and

WHEREAS, some of the above-mentioned payments are in the best financial interest of the City, including billings with discounts for early payments, dated billings such as utility and telephone billings, etc.; and

WHEREAS, some of the above-mentioned payments need expeditious handling, including registrations and travel expenses; and

WHEREAS, some of the above-mentioned payments may need to be made due to the terms of contract agreements or purchase orders, such as construction project progress payments, equipment purchases, or landfill assessments; and

WHEREAS, some of the above-mentioned payments may be for on-demand billings, such as payments for contractual services:

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

Section 1. The City Council authorizes the City Accountant to make said payments, in consultation with the City Administrator and, if applicable, the originating department head.

Section 2. A complete list of any such expenditures shall be presented at the next regular City Council meeting for approval along with the regular claims.

PASSED AND APPROVED this 21st day of December, 2011.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A NEW WATER DEPOSIT FUND

WHEREAS, City administrative staff is undertaking a review of the City's financial and accounting practices; and

WHEREAS, it has been determined that the City would be better served from an accounting perspective if certain activities were split into a dedicated separate fund:

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

Section 1. The City Council directs the City Accountant to create the following new fund, for the purpose designated below:

- a. 601- Water Deposits, for the purpose of better tracking customer water deposit collections and disbursements.

Section 2. The Council hereby authorizes the transfer of the appropriate fund balance to the new fund created in Section 1, as appropriate, to be determined by the City Accountant and to later be confirmed by Council in review of year-end transfers.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 21st day of December, 2011.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF IOWA }
Washington County } ss.

Mathew W. Bryant being first duly sworn on oath deposes and says that he is Publisher of the The Washington Evening Journal, and that he has knowledge of the facts herein alleged, and is the publisher of The Washington Evening Journal, a weekly newspaper published in the city of Washington, Washington County, Iowa, and that the Notice, a copy of which is hereto attached, was published for 1 consecutive days, in said The Washington Evening Journal 1 time each day, the 1st insertion occurring the 12 day of December, 2011, the 2nd insertion the _____ day of _____, 2011, the 3rd insertion the _____ day of _____, 2011, and the 4th insertion the _____ day of _____, 2011.

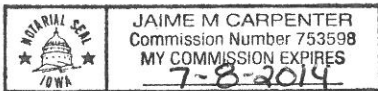
Signed and dated this 12 day of December A.D. 2011.

Mathew W Bryant

Printer's Legal Fee \$ 14.85

Subscribed and sworn to by Mathew W. Bryant

Before me this 12 day of December, 2011.



Jaime M. Carpenter

Notary Public

PUBLIC NOTICE

NOTICE OF INTENT TO MAKE APPOINTMENT TO FILL COUNCIL VACANCY IN THE THIRD WARD OF THE CITY OF WASHINGTON, IOWA

NOTICE IS HEREBY GIVEN of a vacancy in the Third Ward of the Council of the City of Washington, Iowa, for the term ending January 1, 2012.

NOTICE IS FURTHER GIVEN that it is the intent of the Council of the City of Washington, Iowa, to fill this vacancy by appointment in accordance with the provisions of Iowa Code §372.13(2)(a). The electors of the City have the right to file a Petition with the City Clerk within fourteen (14) days after said appointment is made to require that said vacancy be filled by a special election.

Dated this 9th day of December, 2011, at Washington, Iowa.

City of Washington, Iowa

By Ila Earnest

Ila Earnest, City Clerk

PO Box 516

Washington, Iowa 52353

Published in the Washington Evening Journal, December 12, 2011.

CONTRACT

This Contract made December _____, 2011, between the CITY OF WASHINGTON, a municipal corporation, 215 E. Washington Street, Washington, Iowa 52353, hereinafter referred to as "CITY," and VEENSTRA & KIMM, INC., an Iowa corporation, hereinafter referred to as "ENGINEER".

1. CITY is a municipal corporation which needs certain services performed as more specifically set forth hereafter.
2. ENGINEER agrees to perform these services for City under the terms and conditions set forth in this Contract.

3. Services

The ENGINEER shall provide engineering services to the CITY, specifically including providing a City Engineer, as more particularly spelled out in Exhibit A, attached hereto and incorporated herein. CITY retains the right at its sole discretion, as is set forth in more detail in Exhibit A and in Paragraph 6 hereof, to contract with or use the services of any other person or entity for any type of engineering services at any time, and nothing in this Contract requires the CITY to use ENGINEER either exclusively, or even primarily, or at all for specific types of engineering services.

4. Compensation

CITY will pay ENGINEER professional fees, plus reimbursable expenses, which will be paid in accordance with Exhibit B, attached hereto and incorporated herein by reference.

5. Term

This Contract shall be in effect until such time that either CITY or ENGINEER terminates the contract in accordance with the terms and conditions set forth in this Contract.

6. Contractual Relationship

The parties intend that an Independent Contractor-employer relationship will be created by this Contract. CITY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with ENGINEER. ENGINEER is not to be considered an agent or employee of CITY for any purpose, and neither ENGINEER nor any employees of ENGINEER are entitled to any of the benefits that CITY provides for City's employees. It is understood that CITY does not agree to use ENGINEER exclusively, and CITY in its sole discretion may contract with or use the services of any other person or entity for any type of engineering services at any time. It is further understood that ENGINEER is free to contract for similar services to be performed for other cities, persons or entities while it is under Contract with CITY. ENGINEER shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for CITY.

7. Indemnification

The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

8. Disputes

All disputes relating to this Contract shall be resolved by the following procedures:

- a. CITY and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. CITY and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful.

9. Assignability

ENGINEER shall not assign, delegate, or transfer any interest in this Contract nor the performance of any ENGINEER'S obligations hereunder, without the prior written consent of the CITY.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be directed to CITY at 215 E. Washington Street, Washington, Iowa 52353, and to ENGINEER at 860 22nd Ave., Ste. 4, Coralville, Iowa 52241, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Termination

This Contract may be terminated by either party upon prior written notice to the other party as more specifically set forth in Exhibit C, attached hereto and incorporated herein. In the event of any such termination by CITY, ENGINEER shall be paid for services actually performed through the date of termination, and Contractor's work shall be immediately discontinued as of that date, except that CITY may elect, at CITY'S option, to have ENGINEER complete one or more projects or specific activities which are then in progress, in which case ENGINEER shall be paid for such services until completion. If terminated by ENGINEER, any assignment accepted by ENGINEER prior to the notice of termination shall be completed if desired by CITY.

13. Insurance

The ENGINEER shall furnish the CITY with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability*, **	1,000,000/2,000,000

*Occurrence/Aggregate

**The Owner is not to be named as an additional insured

14. Equal Opportunity

ENGINEER shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, sex, age, religion, ancestry, citizenship, national origin, handicap, mental condition, veteran or marital status, and in addition, ENGINEER must comply with the Americans With Disabilities Act.

IN WITNESS WHEREOF, the parties have executed this Contract at Washington, Iowa, the day and year first above written.

CITY OF WASHINGTON, IOWA

VEENSTRA & KIMM, INC.

By: _____
Mayor

By: _____
Office Manager

Attest:

Print Name and Title

By: _____

Print Name and Title

EXHIBIT A

Engineering Services To Be Provided To The City of Washington By Veenstra & Kimm, Inc.

I. SCOPE OF SERVICES THAT MAY BE REQUIRED BY THE CITY

A. City Engineering.

1. Perform statutory responsibilities of City Engineer.
2. Perform technical staff support for City Council, City Administrator, and Planning Commission.
3. Review standards for construction within the City.
4. Review and supervise the maintenance of records and plans for:
 - a. Streets
 - b. Storm Drains
 - c. Sanitary Sewers
 - d. Water Mains
 - e. Publicly-Owned Facilities
 - f. Base Maps
5. Attend meetings of City Council, Planning Commission, and Management Staff, as deemed necessary by the City Administrator.

B. Planning Services.

1. Review engineering aspects of current planning and private development.
2. Review and approve improvement plans prepared by outside engineers.
3. Supervise the inspection of construction of public facilities by private developers and recommend acceptance.
4. Inspect proposed or ongoing construction sites to determine whether the proposed excavation, construction, and related work meets the required engineering standards.
5. To assist with the preparation of construction documents on new construction.

C. Traffic Engineering Services.

1. Perform those traffic studies requested by the City.
2. Recommend solutions to street design problems.
3. Provide general engineering consultation in connection with traffic circulation, street signs, noise impact, etc.

D. Capital/Projects.

1. Upon specific authorization by City Administrator, prepare plans and specifications for City Council approved capital projects.
2. Provide plan checking and construction management/inspection of City undertaken projects as requested by City.
3. Provide special engineering reports as to such related matters as traffic studies, assessment district formation, annexations, etc.

E. Other Services.

Provide engineering services on a negotiated fee basis for those services which require a significant time commitment and can be categorized as a major project as mutually agreed in advance by CITY and Veenstra & Kimm, Inc.

1. Project design, contract administration and construction inspection.
2. Engineering studies as deemed necessary by the City Council, such as drainage plans, traffic studies or other comprehensive analysis.

F. Special Projects.

In general, CITY will retain Veenstra & Kimm, Inc. for such projects and additional services for which Veenstra & Kimm, Inc. has in the CITY'S judgment the capability and staff availability to provide the best results. Notwithstanding the above, CITY has the right to retain other companies, persons or consulting firms in its sole discretion when CITY believes there will be an economic or other significant advantage for doing so.

G. Discretion of CITY.

As set forth in Paragraphs 3 and 6 of the Contract, the foregoing possible categories and specific types of engineering services shall be performed by Veenstra & Kimm, Inc. at the sole discretion of the CITY, and CITY shall have the option at any time to contract with or use the services of any other person or entity for any type of engineering services at any time.

II. STAFFING.

1. Leland Belding shall serve as the City Engineer, subject to the continuing approval of the CITY, and shall not be replaced by Veenstra & Kimm, Inc., without the prior written approval of the CITY.
 - a. It is agreed that while Leland Belding serves in an engineering capacity for Veenstra & Kimm, Inc., with various other obligations, Veenstra & Kimm, Inc. will allow him ample time to perform his duties as Washington City Engineer, and that is a crucial part of the Contract.
2. Dave Schechinger shall act as the Assistant City Engineer, subject to the continuing approval of the CITY, and shall not be replaced by Veenstra & Kimm, Inc. without the prior written approval of the CITY.
3. Other Veenstra & Kimm, Inc. Staff. It is agreed by the parties that other staff of Veenstra & Kimm, Inc. will be involved in performing work for the CITY as necessary to supplement the work of the City Engineer and Assistant City Engineer.
4. Community Skills.

Due to the fact that the City Engineer and Assistant City Engineer will regularly be required to be in contact with residents of City, who tend to be intelligent and demanding, with high expectations of City staff, including the City Engineer and the Assistant City Engineer, it will be expected that the City Engineer and the Assistant City Engineer shall have excellent communication skills and shall have very good problem solving skills, particularly when dealing with the problems perceived by the City's residents.

EXHIBIT B

Compensation and Reimbursable Expenses

1. **Hourly Rates.**

Veenstra & Kimm, Inc. shall be compensated on the basis of hourly rates. The hourly rates for Veenstra & Kimm, Inc. personnel who may possibly perform work for the City for the time period January 1, 2012 to July 1, 2012 are attached hereto and incorporated herein. These rates are subject to annual adjustment updated in July of each year.

2. **Reimbursement.** Veenstra & Kimm, Inc. shall be reimbursed for all reasonable expenses incurred in good faith on behalf of the City, including but not limited to copying, mailing, faxing and similar costs of doing business; provided that any special reimbursable costs of a type that have not previously been billed to the City must clearly relate to work performed for City's benefit.

3. **Method of Billing.** CITY requires a clear and easily reviewable billing format that spells out on a monthly basis, the time and reimbursable expenses for employees engaged in work under the contract.

4. **Fees and Payment.**

Under normal circumstances City shall send payment to Veenstra & Kimm, Inc. within thirty (30) days of the date the detailed invoice is received by City.

EXHIBIT C

TERMINATION

The following provisions shall govern termination under this Contract:

- A. For Cause. Either party may terminate this Contract for cause as follows:
- 1 The party electing to terminate shall give the other party written notice of termination at least seven (7) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violation(s).
 - 2 If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - 3 If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - 4 If the violation(s) have not be resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide engineering services, if the terminating party is the City.
 - 5 Terminations for cause shall not be subject to the provisions of Paragraph 8 of the Contract.
- B. Without Cause. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party.

VEENSTRA & KIMM, INC.
 LABOR RATE SCHEDULE
 EFFECTIVE July 2011

	CLASS RATE
MANAGEMENT	
MANAGEMENT I	\$135.00
MANAGEMENT II	\$130.00
CLERICAL	
CLERICAL I	\$65.00
CLERICAL II	\$50.00
CLERICAL III	\$36.00
CLERICAL IV	\$29.00
PLANNING	
PLANNER I	\$88.00
PLANNER II	\$75.00
PLANNER III	\$69.00
DESIGN	
PROCESS ENGINEER I	\$145.00
ENGINEER I	\$130.00
ENGINEER II	\$115.00
ENGINEER III	\$100.00
ENGINEER IV	\$96.00
ENGINEER V	\$86.00
ENGINEER VI	\$81.00
ENGINEER VII	\$75.00
ENGINEER VIII	\$67.00
ENGINEER IX	\$63.00
ENGINEER X	\$58.00
DESIGN TECHNICIAN	\$79.00
DRAFTING	
DRAFTER I	\$77.00
DRAFTER II	\$73.00
DRAFTER III	\$62.00
DRAFTER IV	\$51.00
DRAFTER V	\$50.00
DRAFTER VI	\$43.00
DRAFTER VII	\$41.00
CONSTRUCTION	
CONSTRUCTION MANAGER 1	\$130.00
SURVEYOR I	\$79.00
SURVEYOR II	\$70.00
TECHNICIAN I	\$70.00
TECHNICIAN II	\$62.00
TECHNICIAN III	\$59.00
TECHNICIAN IV	\$57.00
TECHNICIAN V	\$49.00
TECHNICIAN VI	\$46.00
TECHNICIAN VII	\$39.00
TECHNICIAN VIII	\$36.00
TECHNICIAN IX	\$28.00
Robotics	\$30/Hour
GPS	\$30/Hour
Leica Total Station	\$20/Hour
Total Station/Robotics	\$15/Hour
Tablet	\$45/Hour
Fluoroscope	\$50/Hour
4 Wheeler	\$45/Day
Mileage	\$.555/Mile

AGREEMENT TO PROVIDE SERVICES

This Agreement is entered into by and between **Impressions Custom Computers, Inc.**, located at 108 W. Main, Suite B, Washington, IA 52353-0927, hereinafter referred to as **Impressions**, and **City of Washington (Water & Engineer Departments)**, located at Washington, Iowa, hereinafter referred to as **Client**, for the purpose of enabling **Impressions** to provide services to the **Client**.

1. TERM AND TERMINATION.

1.1 Term/Extension. This Agreement is effective beginning the 27th day of November, ~~2011~~, and terminates on the 26th day of November, ~~2012~~. This Agreement will automatically be renewed on an annual basis unless written termination is received according to the Terms of paragraph 1.2. Continuation of this Agreement shall be subject to such extensions after the initial term as the parties may agree.

1.2 Termination. **Client** may not cancel this Agreement during the initial term unless, after having notified **Impressions** of a material breach of this Agreement, that breach is not cured within thirty days from the date that the written notice of breach was mailed or delivered.

Either party may cancel this agreement after the initial term with sixty days prior written notice; however, termination by the **Client** shall not create the right to a refund of any service fees previously paid or payable, except in the event **Impressions** is unable to provide the contracted services stated herein.

2. SCOPE OF SERVICES.

2.1 The scope of the services shall be as set forth in the attached Addendum.

2.2 The scope of the services shall not be expanded by conduct, acquiescence, or verbal understandings, but shall only be legally valid and enforceable if contained in writing and executed by both parties.

2.3 **Impressions** shall have no duty to perform or continue to perform any services defined by this paragraph unless payments are fully and timely made pursuant to paragraph 6 of this Agreement.

3. DUTIES OF THE CLIENT.

3.1 Cooperation. The **Client** shall cooperate in all regards with **Impressions** and its employees and agents to effectuate the purposes of this Agreement.

3.2 Title Matters. **Impressions** at all times maintains title to all its equipment, tools, manuals and other tangibles. **Impressions** shall be construed as passing title on any tangible items only when accompanied by a duly authorized and executed Bill of Sale.

4. LIMITATIONS AND DISCLAIMERS OF WARRANTY.

4.1 Limited Warranty and Remedies.

4.1a **Impressions** will perform its services in a prompt, workmanlike manner. In no event shall **Impressions** be liable to the **Client** or any other person or entity for any damage or cost directly or indirectly arising out of improper work unless due to the negligence of **Impressions**. Even if **Impressions** is notified of the possibility of any damages, the liability of **Impressions**, if any, for damages related to any allegedly defective product or service shall under any legal theory be limited to the actual price paid for such item and shall in no event include incidental or consequential commercial damages of any kind, including without limitation, loss of business or anticipatory profits.

4.1b **Impressions** does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided under this Agreement. **Impressions** makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. **Impressions** assumes no responsibility for any damages suffered by **Client**, including, but not limited to, loss of data from delays, nondeliveries, misdeliveries, or service interruption caused by **Impressions** own negligence or **Client**'s errors and/or omissions.

4.2 UCC Warranties Do Not Apply. Because this transaction is predominantly for the provision of services and since the sale of goods, if any, is merely incidental, **Impressions** and the **Client** agree that the Uniform Commercial Code does not apply.

5. GENERAL.

5.1 Non Solicitation of Employees. Neither party shall solicit for employment, directly or indirectly, any employees from the other party for the period of this Agreement, and for 2 years after this Agreement ends. Nor shall either party assist any competitor of the other party in the solicitation or employment of any current employee or any of its related entities.

5.2 Trade Secrets. Neither party shall divulge or reveal to any of the other parties' competitor or its related entities its knowledge of methodology or trade secrets.

5.3 Insurance. The parties shall each be responsible for assessing their own need for, and ability to maintain, property, casualty and liability insurance and shall obtain such insurance covering their risks as they each sees fit. The parties agree not to make any claims against the other for any property loss, whether or not insured, and shall require their insurers, if any, to waive any rights of subrogation against the others for any such loss.

5.4 Scope. The scope of this service agreement shall not be expanded by either conduct, acquiescence, or verbal understandings, but shall only be legally valid and enforceable if contained in writing executed by both parties.

5.5 Non-Waiver. Waiver by **Impressions** of strict adherence with any particular of this contract does not waive its rights to performance or remedy for breach of performance of that particular or any other cause of this Agreement unless specifically modified in writing.

5.6 Modification. This Agreement may be modified only in writing signed by duly authorized persons for both parties.

5.7 Notification. All notices given by any party or required under this Agreement shall be in writing and addressed to the relevant party(ies) as follows:

Impressions Custom Computers, Inc.
108 W. Main, Suite B
Washington, IA 52353-0927

Client: City of Washington (Water & Engineer Dept.)
Washington, Iowa

5.8 Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties and supercedes all proposals oral or written, and all other communications between the parties related to the subject matter hereof. All previous agreements or understandings, whether written, oral or implied, are merged into this Agreement.

5.9 Governing Law and Arbitration. Any dispute arising out of this Agreement shall be governed by the laws of the State of Iowa. Any such disputes created herein, whether in tort or contract, shall be adjudicated pursuant to the terms of the Iowa Arbitration Act.

6. **TERMS AND CONDITIONS.**

6.1 **Impressions** will receive compensation for its services based upon the proposal as attached as an addendum to this Agreement.

6.2 Unpaid fees plus expenses shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is greater, compounded monthly. In the event of nonpayment of the **Client** for a period of more than 30 days, the **Client** shall be obliged to pay any reasonable court costs and attorney fees necessary to collect such sums as charged by **Impressions**.

6.3 The **Client** agrees to pay for expenses incurred at the request of the **Client**.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date set forth below.

Client: _____

Impressions Custom Computers, Inc.

By: _____

By: Kathleen Skuba

Title _____

Title President

Date _____

Date 11/23/11

ADDENDUM A

Services Being Provided by **Impressions**:

Our staff will take preemptive action to keep your IT system running smoothly. Installing security patches and service packs for operating system software is included, as is management of antiviral software and monitoring of backup procedures.

Impressions will suggest to you parts replacements, hardware modifications, or upgrades and computing procedural changes that prove effective, based on either our experience or research, in avoiding downtime or resisting mischief from viruses, hackers, or electronic sabotage.

Impressions will act on your behalf as a virtual IT department in consultations with specialized software vendors including digital information suppliers, Internet service providers, and application code sources.

Client: _____

Impressions Custom Computers, Inc.

By: _____

By: *Kathleen Skubel*

Title _____

Title *President*

Date _____

Date *11/23/11*

ADDENDUM B

Client: _____ **Impressions Custom Computers, Inc.**
By: _____ **By:** *Malcolm Shih*
Title _____ **Title** *President*
Date _____ **Date** *11/23/11*

Compensation for Services:

\$1800 per year and a hourly rate of \$75



Impressions Custom Computers, Inc.

108 W. Main St., Suite B

Washington, IA 52353

(319)653-2969

Invoice

DATE	INVOICE #
11/27/2011	980904

BILL TO
City of Washington 215 E. Washington P.O. Box 516 Washington, IA 52353

DESCRIPTION	AMOUNT
Yearly Contractual Full IT	1,800.00
Payment in full is due upon receipt. Thank You!	Total \$1,800.00

Memo

To: Mayor and City Council
From: Rob McDonald, City Engineer
Date: December 13, 2011
Re: Amendment to Agreement with Iowa D.O.T. to Mill and Overlay Iowa 92

Attached is an an amendment to an agreement which the Iowa D.O.T. wrote for the reconstruction of Route 92 in 2012. This includes converting Madison Street to a three lane (paint line) configuration as city council voted to do previously. The agreement obligates the City to the amount shown in Exhibit B of the agreement, for storm intake repair and sidewalk reconstruction (handicap ramps). The asphalt mill and overlay would extend from the Highway 1 intersection to the Second Avenue/Madison Street Intersection. The handicap ramps would extend from the Highway 1 intersection to the east end of the sidewalks along Washington Street. Conventional asphalt overlay and shoulder work would extend further westward to the edge of town. An additional two feet of shoulder widening is not included, due to the county not obtaining a Riverboat Grant for this purpose. Patching would extend further eastward to the east edge of town.

I recommend that the amendment be approved.



Iowa Department of Transportation

P.O. Box 587, Fairfield, Iowa 52556
Phone: 641-469-4005 or 641-472-4171
e-mail: james.armstrong@dot.iowa.gov

December 12, 2011

The Honorable Sandra Johnson
City of Washington
P.O. Box 516
Washington, Iowa 52353

Ref: Washington County
City of Washington
Project: STPN-092-9(104)---2J-92
Addendum 2011-6-218A

Dear Mayor Johnson:

Enclosed are three (3) copies of the above referenced revised addendum for improvement on Iowa 92 in Washington County.

Please review the addendum and if you agree, present it to your council for approval. Return two (2) original copies to me for processing. An approved, original signature copy will be returned for your files at a later date.

If you have questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Jim Armstrong, P.E.".

Jim Armstrong, P.E.
District 5 Engineer

JA/sb

Enc. 3

Cc: City Clerk of Washington w/o Enc.

December 2010

**IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2011-6-218**

County	<u>Washington</u>
City	<u>Washington</u>
Project No.	<u>STP-092-9(104)--2C-92</u>
Iowa DOT	
Addendum No.	<u>2011-6-218A</u>
Staff Action No.	<u></u>

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Washington, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The DOT proposes to establish or make improvements to Iowa 92 within Washington County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2011-6-218 for construction was executed by the DOT and LPA on July 26, 2011 and July 22, 2011 respectively; and

Subsequent to execution of the above referenced Agreement it was determined that the intake repair work was decreased and additional pedestrian ramps were necessary.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Now, therefore, it is agreed as follows:

1. The following improvements are hereby a removed or added:
 - A. The number of intake repairs is hereby reduced from 3 to 2.
 - B. Additional pedestrian ramps will be constructed from 2nd Avenue north and east to the east corporation limits of Washington. The number of locations is hereby increased from 24 to 65.
2. The LPA shall reimburse the DOT for its share of the project costs estimated at \$40,895.10, as shown in Exhibit A. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.

General Provisions

3. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does not adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

December 2010

4. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
5. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.
6. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
7. This Addendum may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
8. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

December 2010

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2011-6-218A as of the date shown opposite its signature below.

CITY OF WASHINGTON:

By: _____ Date _____, 20__.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Addendum for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20__.

Signed: _____
City Clerk of Washington, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Jim Armstrong
District Engineer
District 5

Revised
12/5/11

Estimated Construction Costs for City of Washington: Curb, Intake Repair, Pedestrian ramps

EXHIBIT A

Iowa Highway 92 (Washington Co): On Madison St. from the Ia. 1 intersection (MP 232.87), east to East City Limits (MP 235.3)
Iowa DOT 3R Project No. STP-92-9(104)-2C-92 PIN: 09-92-092-010

Tentative Construction Letting: March 2012
5-Dec-11

LOCATION	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE \$	\$ AMOUNT
For Locations and quantities, see tables below						
Intake Casting Repairs at multiple locations						
	2435-0250000	Intake, Modification (replace top and throat), without Cast Iron cas	Each	2	\$2,000.00	\$4,000.00
	2503-4450245	Intake, Rebuilding	Each	0	\$3,050.00	\$0.00
	2526-6285000	Construction Survey	Lump Sum	0.00		
	2528-8445110	Traffic Control	Lump Sum	0.00		
Sidewalk Pedestrian Curb Ramps (Std. RB-6) [65 total: 55% City cost, 45% State Cost, Incl. design]						
Approximately 11 other pedestrian curb ramp updates look to be 100% State Cost						
	2511-6745900	Removal of Sidewalk	SY	298	\$20.00	\$3,274.38
	2511-7526006	Sidewalk, PCC, 6"	SY	298	\$125.00	\$20,464.97
	2511-7528100	Detectable Warning - Curb Ramp	SF	286	\$60.00	\$9,438.00
					Total	\$37,177.36
					10% Contingency	\$3,717.74
TOTAL, incl. contingency						\$40,895.10

55% City
55% City
55% City

Note 1: A draft Iowa DOT / City agreement potentially was prepared, by the Iowa DOT based upon an agreed amount of const. work. Pending funding availability, the draft and Final Agreement is to occur in approx. Aug. of 2011.

Note 2: The Actual costs will ultimately be based on the actual quantities used and the contract unit prices from the pending March 2012 construction letting.

Note 3: Primary Contact: City of Washington City Engineer Rob McDonald Tel. 319-653-6584, E-mail address: rmcDonald@washingtioniowa.org Mayor Sandra Johnson, vacant- City Manager, Council: Merle Hagie, Bob Shepherd, Mike Roth, Russ Zieglofsky, Karen Wilson-Johnson, Fred Stark

Note 4: City Mtgs. On March 2, 2011 and Jan 19th 2011 : Two Way left turn concept discussed. April 21, 2011 City council meeting held and City voted to change from 4 lane pavement markings to 3 lane (including a two, way, left turn lane). After the March 2nd mtg. it was discussed that a Preconstruction agmt. may be needed for sidewalk ramps.

Note 5: February 27, 2011 3R Concept prepared.

Note 6: Unit cost rates in the table were obtained from recent prior, similar projects (US 63 Phase 1, and US 69 in Lamoni, and US 63 in Oskaloosa).

Note 7: See Location Map on included worksheet tab.

Note 8: The estimate was prepared by the Iowa DOT, District 5 Design Office in Fairfield (Jim Phillips 641-472-1783)

Note 9: Iowa DOT / City Preconstruction Agreement signed 7/26/11

Note 10: At Field Exam meeting 8/23/11, Dist. ADE suggested ped. Ramps be added in the pavement patching area, from 2nd St to the East City Limits. Approx. \$40,000 was guessed.

Note 11: At Field Exam meeting 8/23/11, Dave Patterson, County Engineer asked that the 4 foot wide paved shoulders be widened to 6 ft. wide, at County Cost, to accommodate 'trail'. Approx. \$70,000 was guessed.

Note 12: The changing Iowa DOT construction of ADA ramps design guideline (Design manual Section 11A-0) under review for 3R project, 'patching only' locations. "1-29-10 mainline work with no side road work or crosswalk impacts - no ADA compliance needed" "8-17-11 Mainline work with no sideroad work or crosswalk impacts, 'recommended ADA compliance' " (not 'required', 'recommended')

Note 13: 10-5-11 Revised estimate to reflect 8/23/11 suggestions.

Note 14: 10-11-11 The City Council approved funding for construction of more pedestrian curb ramps, east of 2nd Avenue.

Note 15: 10-18-11 revised estimate to deduct Cl. 13 excavation work item since it would be work needed to be done as a part of the prior shoulder stabilization work items in this project.

Note 16: The County has applied for a grant to receive funding for widening of the shoulder. The results of the Grant award is anticipated by mid-November. If approved, then the County Board would be asked for approval of a County / City Agreement in late November, or early December. The goal is to have a City / DOT Agreement re-approved in early Dec. 1st., 2011.

Note 17: 11-30-11 The County did not get approved for Grant.

Note 18: 12-05-11 Addendum 2011-6-218A to be revised delete widened paved shoulder.