

AGENDA OF THE SPECIAL SESSION OF THE COUNCIL
OF THE CITY OF WASHINGTON, IOWA
TO BE HELD AT WASHINGTON FREE PUBLIC LIBRARY
NICOLA-STOUFER MEETING ROOM
115 W. WASHINGTON STREET
AT 6:00 P.M., WEDNESDAY, APRIL 25, 2012

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Special Session to be held at 6:00 P.M., Wednesday, April 25, 2012 to be approved as proposed or amended.

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Discussion and Consideration of an Ordinance Creating a Cable Television Commission (1st Reading)

OLD BUSINESS

None

NEW BUSINESS

Discussion of Future Industrial Park Location

Discussion of Rental Policies for Former Library Building

Discussion of Truck Signage on S. 9th Avenue/Polk Street

ADJOURNMENT

Illa Earnest, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CREATING A NEW CHAPTER 28-
CABLE TELEVISION COMMISSION IN THE CODE OF
ORDINANCES OF THE CITY OF WASHINGTON**

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

SECTION 1. Purpose: The purpose of this ordinance is to create a new permanent standing committee to be named the Cable Television Commission.

SECTION 2. A new Chapter 28 of the Code is created as follows:

28.01 COMMISSION CREATED. A Cable Television Commission is hereby created to advise the City Council on matters related to the City's public-access cable system and cable franchise agreement.

28.02 COMMISSION ORGANIZATION. The Commission shall consist of five (5) members, appointed by the Mayor with the approval of the Council, for overlapping terms of three (3) years. When the Commission is created, two members shall be appointed for a term of two (2) years, and three members shall be appointed for a term of three (3) years.

28.03 DUTIES OF THE COMMISSION. The Commission shall have the following duties and powers:

- A. Oversee the public-access channel provided in the City's cable franchise agreements.
- B. Perform such advisory services in the cable television and telecommunications area as may be assigned by the Washington City Council.
- C. Monitor the City's cable franchise agreements and provide guidance to the City Council as needed.

28.04 FUNDING. Projects and initiatives of the Commission may be funded in part or full by the use of a portion of cable franchise fees paid to the City of Washington, as approved by the City Council.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2012.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day
of _____, 2012.

City Clerk

THE CITY OF WASHINGTON
“Cleanest City in Iowa”

Sandra Johnson, Mayor
Brent Hinson, City Administrator
Illa Earnest, City Clerk
Craig Arbuckle, City Attorney

215 E. Washington St.
Washington, IA 52353
319-653-6584
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Memorandum

April 23, 2012

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

FROM: Brent Hinson
City Administrator



Re: Industrial Park Development

At the meeting on April 25, the Council will be asked to consider future locations for industrial development in Washington. I believe there can be little dispute about the need to do something; industrial growth leads to job creation and tax base creation, things that are absolutely vital if we want to see our town succeed in the future. The community currently has no industrial lots for sale, which greatly limits our options for working with industrial prospects.

The Council needs to consider whether the Bartholow farm is the proper location for future industrial development. The site has several advantages: 1) Good access off Highway 1; 2) Proximity to all relevant utilities; 3) The City currently owns the property; and 4) The site has few uses other than farmland, cemetery expansion or industrial property due to the proximity to the cemetery and wastewater plant.

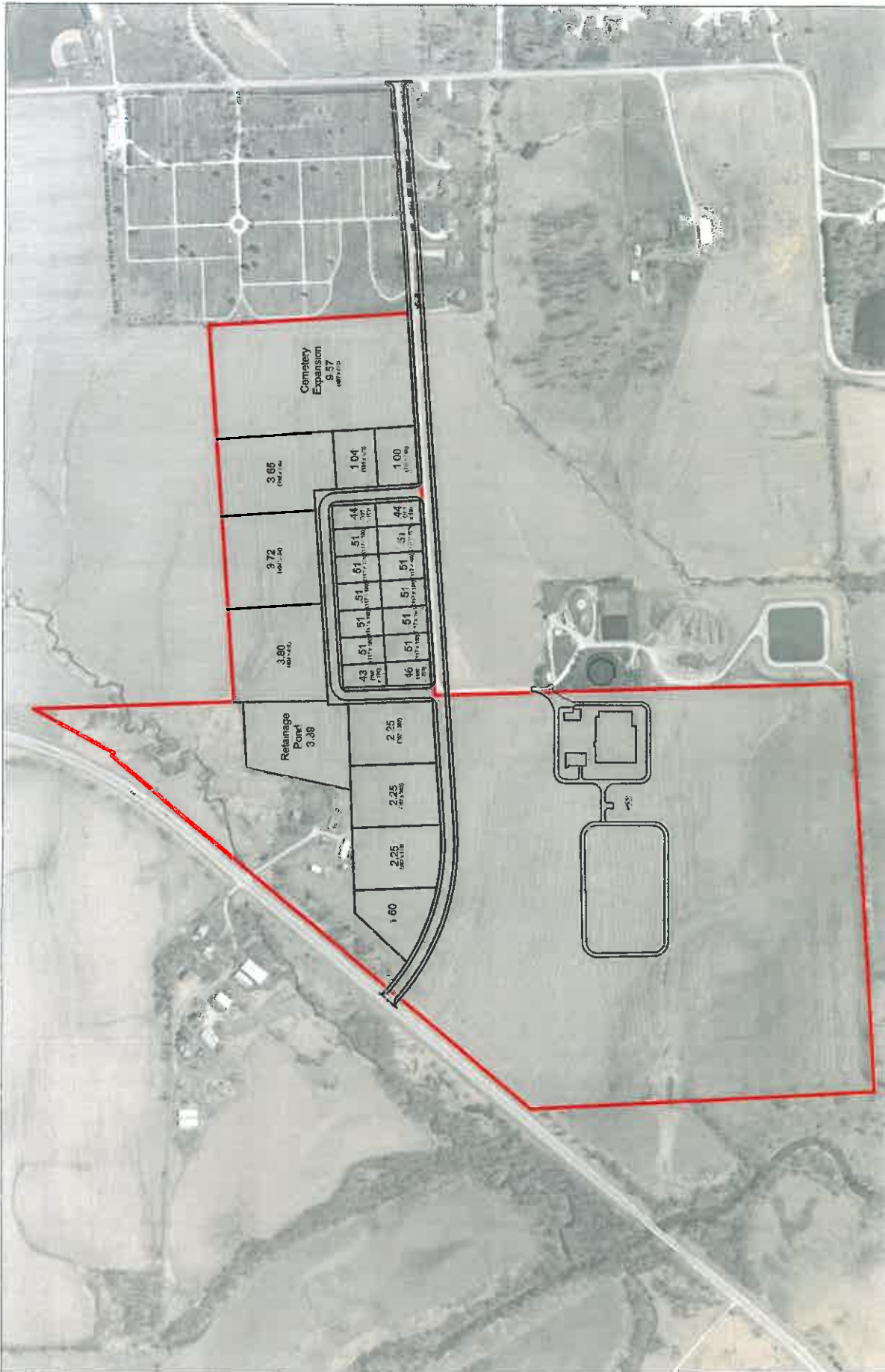
The City paid \$12,000 an acre for the land, and current market prices dictate that to sell it as farmland would mean taking a significant loss. Expanded industrial development anywhere else in town, while probably necessary in the long run, might mean spending greater than \$20,000 an acre, which means the City could only acquire around half of the land we have now, which is perfectly good for industrial development.

The property has several additional advantages, including the possibility of obtaining a RISE grant to pave a good portion of West Buchanan. The City has had in its comprehensive plan since the 1930's a route to Highway 1 from the south side of town, and this would be a great way to get a good share of the project funded. As you can see

from the attached sketch, the new wastewater plant road offers good access to the property, and some lots could be easily developed without great expense up front, pending the later paving of the road (through a RISE grant, Federal Aid dollars and/or City funds such as farm income). I recommend that the Council approve the Bartholow farm as the site for future industrial development, and that the Council agree to bring the resolution regarding sequestering of farm income for industrial development purposes back to the next regular meeting for consideration.

I look forward to discussion at the meeting.

Brent



Washington Public Library Meeting Room User Contract

I/We agree to: (1) leave the room in the same condition as found, including leaving the tables and chairs arranged according to the posted arrangement; (2) clean up all trash and litter prior to leaving; (3) be responsible for any damage done to the property, furniture or equipment; (4) ensure compliance with all rules, regulations of the library, and all laws of the city.

- Rooms can be reserved no more than 9 hours per month without special approval of the Director.
- Rooms can be reserved no more than 6 months in advance.

1. All groups must take reasonable precautions to avoid damage of equipment, furnishings, floor cover and other library property. The library reserves the right to require a damage deposit from users. Any broken or damaged materials and furnishings must be replaced by the signer of this contract or his/her affiliated group, or a replacement fee will be assessed. A \$35 fee will be assessed to the signer of this contract if trash is not cleared from the room at the end of its use.
2. The above described fees are not to be construed as a limit of liability for damages. The City of Washington and its agents may take any legal action necessary to recover damages.
3. Smoking & alcohol are prohibited. NO exceptions.
4. Please reserve parking spaces next to the library for patrons. This is especially important for all-day events. Parking is available alongside Central Park and just off the main square. Do not park in front of downtown businesses as they need these spaces for customers.
5. This contract provides for use of the meeting room(s) only. The remaining areas of the library shall remain open to the public during normal business hours. All library policies (including cell phone use policy) are in effect. Please remember that you are in a library. The meeting rooms are provided as a community service, but our primary mission is as a public library. Please be considerate of our other patrons who may be trying to work or study.
6. If the use of the meeting rooms is to extend beyond regular business hours, notice must be given to the library staff prior to the beginning of the meeting and arrangements made between the staff and the users of the room to ensure the security of the building. Access to the meeting rooms at a time when staff are not regularly scheduled (especially on weekends) may not be possible or may require an additional \$25 fee to cover additional personnel expenses.
7. Reservations may be made by telephone or in person during normal library hours. Although the room(s) will be considered reserved, access to the room(s) will only be granted after receipt of any required fee.
8. The meeting rooms are to be used for meetings, programs, lectures, workshops, and the like. They are not to be used for social events such as birthday parties, receptions, reunions, direct marketing parties (Tupperware, Pampered Chef, etc.) or other such private social gatherings.
9. Performances (musical, theatrical, etc.) must receive prior permission from the library Director and must not be disruptive to normal library operations.

Contact/Responsible Party Signature

Date

On behalf of: Group/Organization Name

Print Contact/Responsible Party Name

Contact Phone Number

PELLA COMMUNITY CENTER

Facility Rental Agreement

DATE OF RENTAL: _____ TIME: FROM _____ TO _____

RENTERS NAME: _____

ADDRESS: _____

PHONE: DAYTIME: _____ EVENING: _____

PURPOSE OF RENTAL: _____

By signing this agreement, the renter agrees to the following conditions:

RENTER acknowledges that refunds of rental fees will not be made without just cause.

RENTER agrees to leave the facility in a clean, neat orderly condition. The facility will be inspected after each rental to ensure that the facility is returned to the proper condition. This inspection will consist of all the items on the attached list. If the functions as listed are not performed, the facility is left in less than satisfactory conditions or if physical damage is done to the facility, the renter will be charged a minimum of \$30 per hour for any cleaning or maintenance that is required to bring the facility back to the proper condition. If costs for materials are needed for repairs or clean-up, the renter will be billed for materials cost in addition to the charge of \$30 per hour. In the event the renter does not abide by the conditions of the rental agreement, the renter will no longer be allowed to rent the Community Center facility of the City of Pella.

RENTER agrees to release the City of Pella from liability resulting from any loss, damage or expenses of any kind occasioned by, or arising out of any accident or other occurrence, causing or inflicting injury, and or damage to any person or property during use of the facility. In the event of any claim, renter agrees to defend any suit or to go to any trouble or any expense to protect the City of Pella, its agents or assigns including the payment of all attorney fees and costs.

RENTER agrees there is to be no smoking in the facility. Pursuant with the July 1, 2008 The Iowa Smoke free Air Act, there is to be no smoking on any City property surrounding the Community Center facilities including the parking lot.

RENTER agrees that there is to be no alcohol in the building, on the property or in the parking lot.

RENTER acknowledges receipt of key(s) # _____ to the facility requested by this agreement. If the key(s) are not returned to the Community Services Office, the renter will be responsible for the cost of changing the locks on the facility. The key(s) must be returned to the Community Services Office drop box or the office on the following day of the rental.

RENTER acknowledges that the City of Pella reserves the right to cancel any rental at any time upon emergencies.

I certify that I have read, understand and agree to the above rules.

Renter's Signature

Date

City Representative Signature

Date

FOR OFFICE USE ONLY

Rental Paid _____ Cash _____ Check (#) _____ Receipt # _____

Room Rented _____

Key Returned: _____

Property Damage or Unsatisfactory Condition Explanation:

Staff Inspection: _____ Date: _____ Time: _____

GAMES RENTED: These games are available to rent for \$5 each with a deposit of \$30.

- LADDER GOLF
- BEAN BAG TOSS
- KICKBALL
- BROOMBALL
- BOCEE
- DODGE BALLS
- 4 SQUARE BALL

GAMES RETURNED:

Property Damage or Unsatisfactory Condition Explanation:

Staff Inspection: _____ Date: _____ Time: _____

Deposit Returned \$ _____ Cash Check Destroyed Check

**PELLA COMMUNITY CENTER BUILDING
RENTAL POLICIES AND PROCEDURES**

1. Call the Pella Community Services Department at 641-628-4571 or stop in the office located in the Community Center at 712 Union Street.
2. Scheduling will be on a first come, first serve, and one day less than a calendar year basis.
3. The Community Services Department reserves the right to decline a reservation to any organization or individual for any reason. Rental will only be made to an adult. Minor(s) access to the building without adult supervision during non-business hours is not allowed.
4. User fee is to be paid prior to use and received in the Community Services Department's Office within three (3) working days after the reservation is made. The reservation is not confirmed until the fee is paid.
5. In the event the user needs to cancel the reservation, a minimum three business day notice is required to the Community Services Office.
6. Keys are to be picked up before use at the Community Services Office, 712 Union Street during the hours of 7:30 am – 4:30 pm Monday – Friday.
7. Meeting rooms and the auditorium are available for rent from 8:00 am – 10:00 pm daily. Any city meeting or sponsored program will have priority use.
8. The gymnasium may not be reserved/rented until after 4:30 pm Monday – Friday. All City recreation programs will have priority for the gymnasium use.
9. The Community Center room rental must be returned to the original conditions set out in the facilities agreement.
10. The renter will be notified immediately if the room was left in unsatisfactory condition or if there was property damage to the room rented.
11. The key(s) are to be returned at the completion of the rental to the Community Services Office drop box or the following day of the rental at the Community Services Office.

FACILITY: The meeting rooms are equipped with table, chairs, window air conditioners (second floor) and electrical outlets. Restrooms are available on both second and third floors. The Community Services Department does not provide any other equipment. Users are not to tape or attach posters or any other materials on the walls, doors or windows.

FOOD: Refreshments are allowed in Rooms 200 & 201. No food or drinks are allowed in the gallery or auditorium. Refreshments in the gymnasium are to be kept in the bleacher area.

ALCOHOLIC BEVERAGES: No beer or other alcoholic beverages are allowed in the Community Center, on the surrounding property or in the parking lot.

SMOKING: There will be no smoking inside the Community Center. Pursuant with the July 1, 2008 The Iowa Smoke free Air Act, there is to be no smoking on any City property surrounding the Community Center facilities including the parking lot.

SPILLS: Please mop up all spills on the floor with the mop, broom and dust pan located in the storage closet on second floor by drinking fountain or in the gymnasium.

GAMES: The City of Pella received a grant from the Marion County Community Foundation to purchase a variety of games that can be used at family reunions. These games are available to rent for \$5 each with a deposit of \$30. The following is a list of the games: LADDER GOLF, BEAN BAG TOSS, KICKBALL, BROOMBALL, BOCEE, DODGE BALLS & 4 SQUARE BALL. Call 628-4571 to reserve a game for your next family reunion.

BEFORE YOU LEAVE

1. Sweep floor (floor broom and dust pan are in storage closet on second floor and gymnasium).
2. Put room back in original condition. Tables and chairs folded and placed against the wall, Room #201 only.
3. Check restrooms; turn off all water faucets and lights in restrooms.
4. Turn off all window air conditioners (Rooms #200 and #201).
5. Turn off the room rental and hallway lights within the rented vicinity. Please be courteous of other renters if they are still using the building.
6. Empty all garbage containers in rooms being used and place in dumpster outside on north side of building. Replace garbage bags.
7. Lock all Community Center entrance doors unless known for sure there is another rental/activity still in the building when you leave.
8. Put key(s) in drop box located outside Community Services Office.
9. If games were rented, leave them on the top bleacher in the gym.

ORDINANCE NO. 981

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF WASHINGTON, IOWA CHAPTER 66 "TRAFFIC RESTRICTIONS"

BE IT ORDAINED by the Council of the City of Washington, Iowa, that the Code of Ordinances of the City of Washington, Iowa Chapter 66.04 is hereby amended as follows:

Section 1. **Add Paragraph.** The Municipal Code of the City of Washington, Iowa is hereby amended by adding Chapter 66.04 "No Through Trucks Zones":

4. E. Polk Street, between S. Iowa Avenue and S. 9th Avenue, a "No Through Trucks" sign and an "Except Local Deliveries" sign located 40 to 100 feet east of the centerline of S. Iowa Avenue.
5. S. 9th Avenue, between E. Washington Street and E. Polk Street, indicated by a "No Through Trucks" sign and an "Except Local Deliveries" sign located 40 to 100 feet south of the centerline of E. Washington Street.

Section 2. **Definition.** The definition of trucks does not include pickup trucks or vans .

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

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

Passed and approved this 5th day of October, 2011.


Sandra Johnson, Mayor

Attest:


Illla Earnest, City Clerk

Published in the Washington Evening Journal on October 12, 2011.