



AGENDA OF THE REGULAR SESSION OF THE COUNCIL  
OF THE CITY OF WASHINGTON, IOWA  
TO BE HELD IN THE COUNCIL CHAMBERS  
AT 120 E. MAIN STREET  
AT 6:00 P.M., WEDNESDAY, DECEMBER 4, 2013

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Wednesday, December 4, 2013 to be approved as proposed or amended.

**Consent:**

1. Council Minutes 11-20-2013
2. Council Minutes 11-26-2013
3. Veenstra & Kimm, Industrial Park Subdivision Preliminary Plat, \$6,217.39
4. Veenstra & Kimm, Sewer Separation Study, \$1,454.85
5. L.L. Pelling Co, S. Iowa Ave. Overlay, \$124,164.33
6. Department Reports

**Claims and Financial Reports:**

Claims as Presented.

**SPECIAL PRESENTATION**

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

**UNFINISHED BUSINESS**

Discussion and Consideration of Resolution of Intent – (Section 42 Housing Project).

Discussion and Consideration of Reconsideration of a Resolution Creating a Neighborhood Pride Enhancement Committee.

**NEW BUSINESS**

Discussion and Consideration Washington Ag Supply Site Plan.

Discussion and Consideration of Resolution Amending Personnel Policies-(Donation of Sick Leave).

Discussion and Consideration of Agreement to Provide Services with Impressions Custom Computers.

**CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS**  
**DEPARTMENTAL REPORT**

Police Department  
City Administrator  
City Attorney

**MAYOR & COUNCILPERSONS**

Sandra Johnson, Mayor  
Merle Hagie  
Mark Kendall  
Bob Shellmyer  
Bob Shepherd  
Fred Stark  
Russ Zieglowsky

**ADJOURNMENT**

Illa Earnest, City Clerk

## Council Minutes 11-20-2013

The Council of the City of Washington, Iowa, met in Regular Session in the council chambers, 120 E. Main Street, at 6:00 P.M., Wednesday, November 20, 2013. Mayor Johnson in the Chair. On roll call present: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglofsky. Absent: none.

Motion by Stark, seconded by Kendall, that the agenda for the Regular Session to be held at 6:00 P.M., Wednesday, November 20, 2013 be approved as proposed. Motion carried unanimously.

### Consent:

1. Council Minutes 11-06-2013
2. Iowa Finance Authority, SRF Loan Interest due, \$41,604.38
3. Iowa Finance Authority, SRF Loan Principal due, \$211,508.20
4. Bankers Trust, 2008 GO Loan Interest and Fees, \$43,586.25
5. Bankers Trust, 2009 GO Loan Interest and Fees, \$56,407.50
6. Fox Engineering, Ground Storage Reservoir, \$3,185.00
7. Fox Engineering, Wastewater Treatment Plant Project, \$1,616.50
8. Iowa Municipal Workers Compensation Association, Installment #5, 9,618.00
9. TCF Equipment Finance, Sewer Camera Trailer, \$35,576.50
10. Snyder & Associates, Rehabilitate Runway Construction Services, \$5,338.08
11. Paws & More Animal Shelter, Dog Pound Dogs Jan-Sept. 2013, \$1,722.0
12. Ace-N-More, 1901 E. Washington Street, Class C Beer Permit (BC), Sunday sales, **(renewal)**
13. Casey's General Store #1624, 1002 W. Madison Street, Class C Beer Permit, Sunday Sales, **(renewal)**
14. 4th Street Bar & Grill, 331N. 4th Ave., Class C Liquor License (LC), (Commercial), Sunday Sales, **(renewal)**
15. Department Reports

Councilor Kendall requested that consent agenda item #14 be removed from the agenda.

Motion by Kendall, seconded by Shepherd, that consent agenda except item #14 be approved. Motion carried unanimously.

Motion by Shellmyer, seconded by Shepherd, that item #14 be approved. Motion carried. Kendall abstained.

Motion by Kendall, seconded by Hagie, that the claims as presented be approved for payment. Motion carried.

City Accountant/Treasurer Joe Myers gave the October Financial Reports. Motion by Kendall, seconded by Stark, to accept the financial reports.

Brett Johnson representing the Overland Property Group came before the Council to give a presentation on his company's proposal to build a 32 unit apartment complex on W. Monroe Street.

After discussion, motion by Stark, seconded by Shellmyer, to table the Resolution of Intent-LIHTC Project TIF Usage. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglofsky. Nays: none. Motion carried.

Dr. Paul Towner came before the Council on behalf of the Washington Municipal Band to announce that the band will hold a free Christmas concert on Sunday December 1 at 3:00 P.M. in the Immanuel Lutheran Church.

After discussion, motion by Stark, seconded by Hagie, to Approve Further Action on the Meth Contaminated Building at 322 N. Ave. D and Assess the Costs to the Property Owner. Vote on motion 5 ayes, nay: Shellmyer. Motion carried.

Motion by Shepherd, seconded by Stark, to approve Engineering Services Agreement-S. 9th Ave. and E. Van Buren Street Sewer Separation and Lining Project. Motion carried unanimously.

Motion by Shellmyer, seconded by Hagie, to approve Engineering Services Agreement- S. 12th Ave. and E. Tyler Street Reconstruction Project. Motion carried unanimously.

Motion by Hagie, seconded by Shepherd, to approve Resolution Ratifying Publication of Notice of Public Hearing (IRE TIF Agreement). Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2013-089)**

Mayor Johnson announced that now is the time for the public hearing for the IRE (Iowa Renewal Energy, L.C.) TIF Agreement.

No written or oral objections were received.

Motion by Shellmyer, seconded by Shepherd, to close the public hearing. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Motion carried.

Motion by Kendall, seconded by Stark, to approve the Resolution Approving Development Agreement with Iowa Renewable Energy, L.C. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2013-090)**

Motion by Shepherd, seconded by Shellmyer, to approve Engineering Services Agreement-Existing Industrial Park Drainage Study. Motion carried unanimously.

Motion by Shepherd, seconded by Stark, to approve the FY2012-2013 State of Iowa TIF Report. Motion carried unanimously.

Motion by Kendall, seconded by Stark, to approve the Resolution Certifying TIF Debts for FY2014-2015 and Making Annual Appropriations. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2013-091)**

Motion by Shepherd, seconded by Kendall, to approve Resolution Authorizing Assessment to Washington County Treasurer. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2013-092)**

Motion by Hagie, seconded by Stark, to remove from the table the Second Reading of an Ordinance Amending Code of Ordinances Section 26.01- Airport Commission.. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Motion carried.

After discussion, motion by Stark, seconded by Hagie, to approve the second reading and pass the ordinance to the third reading. Roll call on said motion as follows: Ayes: Hagie, Kendall, Stark. Nays: Shellmyer, Shepherd, Zieglowsky. Motion defeated.

Motion by Shepherd, seconded by Zieglowsky, to reconsider the Resolution Creating a Neighborhood Community Pride Enhancement Standing Committee passed November 6, 2013 (Resolution No. 2013-086). Vote on motion: Ayes: 5, Nay: Hagie. Motion carried. The reconsideration will be on the December 4 agenda.

Motion by Kendall, seconded by Stark, that the Regular Session held at 6:00 P.M., Wednesday, November 20, 2013 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Minutes of Special Council Session 11-26- 2013

The Council of the City of Washington, Iowa, met in Special Council Meeting/Work Session in the Nicola-Stoufer Room, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Wednesday, November 26, 2013. Mayor Johnson in the Chair. On roll call present: Hagie, Kendall, Shellmyer, Shepherd, Stark. Absent: Zieglowsky.

Motion by Stark, seconded by Kendall, that the agenda for the Special Council Meeting/Work Session to be held at 6:00 P.M., Wednesday, November 26, 2013 be approved as proposed. Motion carried unanimously.

Council discussed possible procedures, guidelines, and ordinances for rental housing inspections. Discussion included how often to inspect rental housing, amount of fees and charges if any, and examination of other cities rental housing inspection codes already in use.

Council will hold a meeting with local landlords at a January 2014 meeting to get landlord input and concerns with a proposed rental housing inspection code.

Motion by Hagie, seconded by Stark, that the Special Council Meeting/Work Session held at 6:00 P.M., Wednesday, November 26, 2013 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

## STATEMENT OF PROFESSIONAL SERVICES

City of Washington  
215 East Washington  
P.O. Box 516  
Washington, IA 52353

November 22, 2013  
Project No: 24626  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for Industrial Park Subdivision Preliminary Plat:  
Professional Services from October 20, 2013 to November 16, 2013

### Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	42.00	108.00	4,536.00	
Technician II	3.00	66.00	198.00	
Technician IV	23.00	58.00	1,334.00	
Totals	68.00		6,068.00	
<b>Total Labor</b>				<b>6,068.00</b>

### Reimbursable Expenses

Miscellaneous Expense			25.54	
<b>Total Reimbursables</b>			<b>25.54</b>	<b>25.54</b>

### Unit Billing

Mileage			63.85	
Robotics			60.00	
<b>Total Units</b>			<b>123.85</b>	<b>123.85</b>

### Billing Limits

	Current	Prior	To-Date	
Total Billings	6,217.39	0.00	6,217.39	
Limit			35,000.00	
Remaining			28,782.61	
		<b>Total this Invoice</b>		<b>\$6,217.39</b>

### Billings to Date

	Current	Prior	Total
Labor	6,068.00	0.00	6,068.00
Expense	25.54	0.00	25.54
Unit	123.85	0.00	123.85
<b>Totals</b>	<b>6,217.39</b>	<b>0.00</b>	<b>6,217.39</b>



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## STATEMENT OF PROFESSIONAL SERVICES

City of Washington  
215 East Washington  
P.O. Box 516  
Washington, IA 52353

November 22, 2013  
Project No: 24632  
Invoice No: 4

Project Manager Leland Belding III

Engineering services for Sewer Separation Study:

### Professional Services from October 20, 2013 to November 16, 2013

#### Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	13.00	108.00	1,404.00	
Totals	13.00		1,404.00	
<b>Total Labor</b>				<b>1,404.00</b>

#### Reimbursable Expenses

Travel			50.85	
<b>Total Reimbursables</b>			<b>50.85</b>	<b>50.85</b>

#### Billing Limits

	Current	Prior	To-Date	
Total Billings	1,454.85	7,568.40	9,023.25	
Limit			10,000.00	
Remaining			976.75	
			<b>Total this Invoice</b>	<b>\$1,454.85</b>

#### Billings to Date

	Current	Prior	Total
Labor	1,404.00	7,508.00	8,912.00
Expense	50.85	50.85	101.70
Unit	0.00	9.55	9.55
<b>Totals</b>	<b>1,454.85</b>	<b>7,568.40</b>	<b>9,023.25</b>

HMA Resurfacing with Milling - South Iowa Avenue  
City Of Washington, Iowa

PREPARED BY: Keith Henkel

Pay Estimate No.: 2

Period Ending: November 27, 2013

Contractor:  
LL Pelling  
P.O. Box 230  
North Liberty, IA 52317

APPROVED BY:   
City Engineering Technician

Item No.	Item Code	Item	Quantity Engineered	Unit	Unit Price	Contracted Amount	Quantity Completed	Total % Completed	Total Amount
0010	2102-2710070	Excavation, Class 10, Roadway and Borrow	255	CY	\$18.00	\$4,590.00	255	100.00%	\$4,590.00
0020	2105-8425015	Topsoil, Strip, Salvage and Spread	275	CY	\$23.50	\$6,462.50	275	100.00%	\$6,462.50
0030	2123-7450000	Shoulder Construction, Earth	2.27	STA	\$475.00	\$1,078.25	2.27	100.00%	\$1,078.25
0040	2213-6746500	Removal of Curb	3.55	STA	\$1,200.00	\$4,260.00	3.55	100.00%	\$4,260.00
0050	2214-5145150	Pavement Scarification	12756	SY	\$1.75	\$22,323.00	12756	100.00%	\$22,323.00
0060	2303-0043500	HMA (3M ESAL) Surface Course, 1/2 In. Mix, No Friction	2300	TON	\$34.75	\$79,925.00	2079.1	90.40%	\$72,248.73
0070	2303-0246428	Asphalt Binder, PG 64-28	138	TON	\$645.00	\$89,010.00	95.49	69.20%	\$61,591.05
0080	2303-6911000	Hot Mix Asphalt Pavement Samples	1	LS	\$2,885.00	\$2,885.00	1	100.00%	\$2,885.00
0090	2417-1040018	Culvert, CMP, 18in Dia	74	LF	\$51.00	\$3,774.00	74	100.00%	\$3,774.00
0100	2435-0250114	Intake, SW-501, Mod Top Only	2	EA	\$3,100.00	\$6,200.00	2	100.00%	\$6,200.00
0110	2435-0251218	Intake, SW-512, 18in	1	EA	\$1,750.00	\$1,750.00	1	100.00%	\$1,750.00
0120	2435-0600010	Manhole Adjustment, Minor	5	EA	\$1,650.00	\$8,250.00	5	100.00%	\$8,250.00
0130	2511-6745900	Removal of Sidewalk	561	SY	\$10.00	\$5,610.00	561	100.00%	\$5,610.00
0140	2511-7526004	Sidewalk, PCC, 4in	451	SY	\$35.00	\$15,785.00	451	100.00%	\$15,785.00
0150	2511-7526006	Sidewalk, PCC, 6in	99	SY	\$48.00	\$4,752.00	99	100.00%	\$4,752.00
0160	2511-7528101	Detectable Warnings	288	SF	\$32.00	\$9,216.00	288	100.00%	\$9,216.00
0170	2512-1725256	Curb and Gutter, PCC, 2.5ft	499.75	LF	\$35.00	\$17,491.25	499.75	100.00%	\$17,491.25
0180	2525-0000200	Loop Detectors, Replace Existing	4	EA	\$1,300.00	\$5,200.00	4	100.00%	\$5,200.00
0190	2526-8285000	Construction Survey	1	LS	\$4,500.00	\$4,500.00	1	100.00%	\$4,500.00
0200	2527-9263109	Painted Pavement Marking, Waterborne or Solvent	18.5	STA	\$48.75	\$901.88	18.5	100.00%	\$901.88
0210	2528-8445110	Traffic Control	1	LS	\$5,725.00	\$5,725.00	1	100.00%	\$5,725.00
0220	2528-8445113	Flaggers	20	EA	\$335.00	\$6,700.00	22	110.00%	\$7,370.00
0230	2529-5070110	Patches, Full-Depth PCC Finish, By Area	84	SY	\$105.00	\$8,820.00	99.7	118.69%	\$10,468.50
0240	2529-5070120	Patches, Full-Depth PCC Finish, By Count	7	EA	\$260.00	\$1,820.00	7	100.00%	\$1,820.00
0250	2533-4980005	Mobilization	1	LS	\$6,675.00	\$6,675.00	1	100.00%	\$6,675.00
0260	2601-2634100	Mulching	0.5	ACRE	\$700.00	\$350.00	0.5	100.00%	\$350.00
0270	2601-2636044	Seeding & Fertilizer (urban)	0.5	ACRE	\$6,000.00	\$3,000.00	0.5	100.00%	\$3,000.00
<b>TOTAL</b>						<b>\$327,053.88</b>			

PREVIOUS ESTIMATES	
1	\$155,935.51
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00
<b>TOTAL</b>	<b>\$155,935.51</b>

**TOTAL \$294,277.16**

CONTRACT AMENDMENTS				
	Description	Unit Price	Quantity	Amount
1	8001 Painted Symbols and Legend, Waterborne	\$75.00	6	450.00
	8002 Subdrain, Tile, 4"	\$10.70	100	1,070.00
2	HMA Disincentive 75% Pay Factor	(\$8,687.505)	891.79	-7,747.43
	HMA Incentive 1.04% Pay Factor	\$1.39	512.94	712.99
<b>TOTAL</b>				<b>-5,514.44</b>

APPROVED CONTRACT AMENDMENTS (\$5,514.44)  
TOTAL \$288,762.72  
Less 3% retained \$8,662.88  
NET AMOUNT DUE INCLUDING THIS ESTIMATE \$280,099.84  
LESS ESTIMATES PREVIOUSLY APPROVED \$155,935.51

AMOUNT DUE THIS ESTIMATE **\$124,164.33**

Contract Amount \$327,053.88  
Percent Completion 88.3%



## **Maintenance and Construction Report**

**11/9/13-11/22/13**

**STREETS:** M/C Personnel have continued with the leaf vac program compiling 142 loads to date. The street sweeper operated a few days and on the last couple Thursday evenings, which may be the last weather permitting.

**WATER DISTRIBUTION:** M/C Personnel excavated and disconnected the water service at 415 West Madison St (meth house). Personnel installed 8 pieces of 6 inch water main on Circle Drive/Tyler St project, totaling 560 ft to date. Personnel repaired a water main break on West 8<sup>th</sup> St between 'B' and 'C' Avenues replacing 20 ft of 4 inch PVC and two repair clamps.

**SEWER COLLECTION:** M/C Personnel televised and located sewer service which we excavated and capped at 415 West Madison St (meth house). Personnel investigated sewer line on West Madison St where issues aroused at a local business. Personnel jetted a sewer with low flow on East Madison St 450 ft and used 1,200 gallons of water.

**STORM SEWER COLLECTION:** M/C Personnel cleaned some intakes with the rain we received.

**MECHANIC/SHOP:** M/C Personnel installed salt spreader in #119, serviced #115 and welded plows for #301 and #115, serviced #131 (loader). Personnel adjusted headlights on #117, #111 and #611. Personnel repaired water issues on street sweeper (dirt in tank), finished installing motor and fuel tank in #103 and test drive and new headlight switch on FD tanker.

**OTHER:** M/C Personnel attended a Right to Know meeting. Personnel responded to 45 One Call Locates. Yard waste and brush pick up completed on a weekly basis. Personnel hauled numerous loads of concrete and other spoil away from the shop.

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

**WWTP report  
December 4, 2013  
Council Meeting**

- **After hour alarm and dog call outs**  
15<sup>th</sup> dog call, Safety Center reported a dog to be picked up, 5:20 p.m. Tony C  
17<sup>th</sup> dog call, Safety Center reported a dog to be picked up at Hays Timber, 10:00 a.m. Jason  
17<sup>th</sup> dog call, Safety Center reported a dog to be picked up in 700 Blk of East 3<sup>rd</sup>, 9:11 p.m. Jason
- **Dept Head meetings** – I attended the meetings on the 19<sup>th</sup>, 26<sup>th</sup>, & 3<sup>rd</sup>.
- **WWTP normal hours** – We'll resume our normal hours (Monday –Friday 7:00 a.m. to 4:00 p.m.) effective December 2, 2013. We'll no longer be open on Saturdays from 7-10 a.m. so Washington residents can haul their own yard waste.
- **Northern Balance and Scale (NBS)** – Andrew from NBS was at the WWTP on the 20<sup>th</sup> to service and clean our lab balance.
- **Iowa Renewal Energy (IRE)** – IRE has started discharging to the WWTP. They started discharging on November 13, 2013. We collected a sample from IRE on the 25<sup>th</sup>. The sample was sent to Test America in Cedar Falls for analysis. We'll be running three (3) SBR basins instead of two (2) over the winter months to help treat their wastewater.
- **DeBoef Grinding** – LaVerne was at the Yard Waste Center on November 25, 2013 to grind the piles of tree branches and yard waste bags.
- **SDS webinar** – The WWTP staff watched the SDS training webinar CD from Keith H. Then took the required exam on November 21, 2013.

**Fred E. Doggett  
11/26/2013 10:24 AM**

## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for November 2013**

**By Nicholas Duvall**

This month we have put up snow fence in Elm Grove. We also put out our survey pin flags throughout the cemetery to allow us to find pins once snow is on the ground. We are working on repairing one dump trucks' transmission and clutch. We have gone thru all snow equipment and made sure everything is serviced and ready to go. We also changed cutting edges on two plows. We also have helped at M/C while Zach was gone for a few days. I have also taken some vacation this month.

We have had four funerals this month. That gives us a total of 61 funerals for the year. This month we plan to get the cemeteries ready for winter, and make sure all snow removal equipment is ready to go. We are also going to remove some dead trees in Elm Grove once the leaves are down.

Michelle  
Sawyer  
Cheryl  
Waters

Rhonda  
Pickering  
Patsy  
Hamm  
Hamm

Howard  
Hamm  
Michelle  
Reading

Erin  
Schubler  
Erin  
Schubler  
Chuck  
Wendell  
Zach  
Zach

Washington City Council,  
Thank you for helping to make  
this year's event such a success.  
We had 1000's of participants from  
near and far (some from as far  
as 4 hours away) join in our  
three days of festivities. We are  
so thankful for your support  
of the local community and  
businesses.

Sincerely,

Washington Chamber of Commerce  
205 W. Main St.  
Washington, IA 52353-1722

THANK YOU FOR MAKING  
TRICK-OR-TREAT A SUCCESS!



Washington  
CHAMBER  
of Commerce

CITY OF WASHINGTON, IA

CLAIMS REPORT FOR DECEMBER 4, 2013

<b>POLICE</b>	ARAMARK UNIFORM SERV INC.	SERVICE	150.01
	ARNOLD MOTOR SUPPLY	PARTS	31.98
	BROWNELLS, INC.	EQUIPMENT	112.55
	BUSINESS RADIO SALES INC	SERVICE	273.00
	CDW GOVERNMENT, INC.	COMPUTERS	1,721.64
	COBB PETROLEUM	FUEL	2,600.63
	CUSTOM IMPRESSIONS INC	UPS	60.23
	GALL'S INC.	UNIFORM EQUIPMENT	249.56
	GREINER DISCOUNT TIRES	REPAIR	24.45
	HANSEN, LYLE	REIMBURSEMENT	37.50
	IMPRESSIONS COMPUTERS, INC	SERVICE	243.75
	MARCO, INC.	COPIER MAINT	116.82
	ORSCHELNS	SUPPLIES	40.98
	QUILL	SUPPLIES	72.33
	VISA	FUEL, LODGING, DRUG TESTS	977.08
	WASH EVENING JOURNAL	BIKE AUCTION NOTICE	9.50
		<b>TOTAL:</b>	<b>6,722.01</b>
<b>FIRE</b>	COBB PETROLEUM	FUEL	318.95
	ORSCHELNS	WATER HEATER	383.99
	VISA	CAMERAS	499.97
	WINDSTREAM IOWA COMMUN	SERVICE	166.24
		<b>TOTAL:</b>	<b>1,369.15</b>
<b>PARKS</b>	ACE-N-MORE	SUPPLIES	280.17
	ALLIANT ENERGY	SERVICE	2,075.85
	COBB PETROLEUM	FUEL	466.15
	FAREWAY STORES	SUPPLIES	12.47
	FAREWAY STORES	SUPPLIES	39.96
	KLEOPFER LAWN CARE LLC	WEED CONTROL	3,460.00
	ORSCHELNS	SUPPLIES	57.64
		<b>TOTAL:</b>	<b>6,392.24</b>
<b>URBAN RENEWAL AREA</b>	CEDAR RAPIDS BANK & TRUST	INTEREST PAYMENT	2,921.73
		<b>TOTAL:</b>	<b>2,921.73</b>
<b>URBAN RENEWAL AREA</b>	WASHINGTON PRESERVATION, LLC	LLC TIF REBATE	1,284.74
		<b>TOTAL:</b>	<b>1,284.74</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	SERVICE	12,409.18
	ARMSTRONG HTG INC.	SERVICE	930.21
	BOGE, JAMES	REFUND	150.00
	BROWN, ERIC & ERIN	REFUND	22.87
	COBB PETROLEUM	FUEL	139.03
	COPE, MICHAEL	REFUND	110.66
	DAWSON, MICHAEL	REFUND	98.11
	EASTON, KRYSTAL	REFUND	12.11
	ELLIS, CASSANDRA	REFUND	31.14
	FERGUSON WATERWORKS# 2516	WATER METERS	3,618.11
	GENKINGER, DUSTY	REFUND	116.88
	HOLT SUPPLY CO.	PARTS	166.46
	IOWA RURAL WATER ASSOC.	2014 MEMBERSHIP DUES	350.00
	LLEWELLYN, SHARON	REFUND	4.35

	ORSCHELNS	SUPPLIES	38.21
	POLLARD WATER	EQUIPMENT	498.00
	PONTO, JASON	REFUND	114.15
	POSTMASTER	NOV BULK WATER BILLS	788.20
	REIGHARD, KASE	REFUND	76.93
	SCHWARTZ, JENNIE	REFUND	75.00
	STEINGRUBEY, DONALD	REFUND	62.24
	STODGHILL, CHELSEA	REFUND	73.13
	TANNER, SCOTT	REFUND	17.74
	TREANOR, STEVEN	REFUND	18.89
	WATER SOLUTIONS UNLIMITED	CHEMICALS	1,870.70
	WINDSTREAM IOWA COMMUN	SERVICE	40.06
		<b>TOTAL:</b>	<b>21,832.36</b>
<b>SEWER COLLECT</b>	ACE-N-MORE	PARTS AND SUPPLIES	78.58
	ALLIANT ENERGY	SERVICE	812.63
	ARNOLD MOTOR SUPPLY	PARTS	99.05
	COBB PETROLEUM	FUEL	2,052.71
	ORSCHELNS	SUPPLIES	17.79
		<b>TOTAL:</b>	<b>3,060.76</b>
<b>SANITATION</b>	LUKE WASTE MANAGEMENT	NOV REFUSE/RECYCLING	24,688.25
	WASH CO. HUMANE SOCIETY	NOVEMBER COLLECTIONS	504.11
		<b>TOTAL:</b>	<b>25,192.36</b>
<b>DEVELOP SERV</b>	ACE-N-MORE	SUPPLIES	166.92
	ALTORFER	JACKETS	307.65
	COBB PETROLEUM	FUEL	204.45
	CUSTOM IMPRESSIONS INC	SERVICE	87.19
	DONNOLLY, STEVE	REIMBURSEMENT	376.29
		<b>TOTAL:</b>	<b>1,142.50</b>
<b>LIBRARY</b>	ALLIANT ENERGY	SERVICE	1,200.53
	FAREWAY STORES	SUPPLIES	16.22
	MIKE ANDERSON	HOLIDAY PROGRAM	200.00
		<b>TOTAL:</b>	<b>1,416.75</b>
<b>POOL</b>	ALLIANT ENERGY	SERVICE	59.26
	ORSCHELNS	SUPPLIES	2.45
		<b>TOTAL:</b>	<b>61.71</b>
<b>CEMETERY</b>	ACE-N-MORE	SUPPLIES	23.20
	ALLIANT ENERGY	SERVICE	123.04
	CEDAR RAPIDS TRUCK CENTER	PARTS	169.42
		<b>TOTAL:</b>	<b>315.66</b>
<b>FINANCIAL ADMIN</b>	ALL AMERICAN PEST CONTROL	SERVICE	44.00
	ALLIANT ENERGY	SERVICE	1,302.30
	CINTAS CORP LOC. 342	SERVICE	47.65
	EBERT SUPPLY CO.	SUPPLIES	82.81
	FAREWAY STORES	SUPPLIES	29.10
	IMPRESSIONS COMPUTERS, INC	SERVICE	187.50
	POSTMASTER	1ST CLASS PRESORT RENEW	200.00
	ROTARY CLUB OF WASHINGTON	B HINSON - DUES & MEALS	140.20
	WASH COUNTY MINIBUS	DEC. 2013 - LOST	15,755.51

		<b>TOTAL:</b>	<b>17,789.07</b>
<b>AIRPORT</b>	ALLIANT ENERGY	SERVICE	386.86
	ARNOLD MOTOR SUPPLY	PARTS	110.30
	BAKER PAPER CO.	SUPPLIES	143.10
	KALONA FLYING SERVICE	SERVICE	187.50
		<b>TOTAL:</b>	<b>827.76</b>
<b>ROAD USE</b>	ACE-N-MORE	SUPPLIES	30.74
	ARNOLD MOTOR SUPPLY	PARTS	417.36
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	168.45
	COBB PETROLEUM	FUEL	1,144.94
	DANIEL M. & BETH W. VOSS	SIDEWALK REIMBURSE	36.00
	GREINER DISCOUNT TIRES	SERVICE	70.00
	HENDERSON PRODUCTS, INC.	PARTS	1,024.75
	IDEAL READY MIX	READYMIX	1,028.00
	JOHN DEERE FINANCIAL	PARTS	136.14
	PIPER AUTO PARTS	FUEL TANK	100.00
	RIVER PRODUCTS	ROCK AND SAND	264.27
	SORRELL GLASS	WINDOW REPAIR	64.92
		<b>TOTAL:</b>	<b>4,485.57</b>
<b>STREET LIGHT</b>	ALLIANT ENERGY	SERVICE	9,820.51
		<b>TOTAL:</b>	<b>9,820.51</b>
<b>CAPITAL PROJ</b>	AHLERS & COONEY, P.C.	SERVICES	459.00
		<b>TOTAL:</b>	<b>459.00</b>
<b>WATER DISTR</b>	ACE-N-MORE	SUPPLIES	349.97
	ALLIANT ENERGY	SERVICE	179.54
	COBB PETROLEUM	FUEL	1,169.47
	DENNIS COLEMAN	REIMBURSEMENT	25.47
	GREINER DISCOUNT TIRES	TIRES	3,245.00
	HOLT SUPPLY CO.	PARTS	353.07
	IOWA ONE CALL	LOCATES	155.20
	JOHN DEERE FINANCIAL	PARTS	61.06
	ORSCHELNS	SUPPLIES	82.62
	RIVER PRODUCTS	ROCK AND SAND	196.30
		<b>TOTAL:</b>	<b>5,817.70</b>
<b>SEWER PLANT</b>	ALLIANT ENERGY	SERVICE	327.22
	COBB PETROLEUM	FUEL	81.78
	GIERKE ROBINSON CO., INC	REPAIR PARTS & PUMP	908.99
	ORSCHELNS	SUPPLIES	201.38
		<b>TOTAL:</b>	<b>1,519.37</b>
<b>ANIMAL CTRL</b>	ORSCHELNS	SUPPLIES	41.98
		<b>TOTAL:</b>	<b>41.98</b>
		<b>TOTAL:</b>	<b>112,472.93</b>

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

**A RESOLUTION OF INTENT TO ENTER INTO AN  
AGREEMENT FOR THE DEVELOPMENT  
OF A SECTION 42 HOUSING PROJECT**

WHEREAS, Overland Property Group (“the Developer”) has proposed the construction of two 16-unit apartment buildings under the Section 42 low and moderate income housing program of the State of Iowa; and

WHEREAS, pending Iowa Finance Authority provision of Section 42 funding and satisfaction of other relevant conditions, said construction will occur on a piece of land currently under purchase option of the Developer, located in the 900 block of West Monroe Street:

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

Section 1. The City Council endorses the submission of an application for Section 42 funding by the Overland Property Group.

Section 2. The City Council pledges intent to provide local match for the project in the amount of 6% of proposed project costs, to be funded through tax increment financing (rebate of incremental taxes), waiver of fees, the City’s low & moderate income TIF allocation, and/or other sources. The total value of this commitment is not to exceed \$315,000 over 15 years.

Section 3. Any and all funds allocated by the City may be utilized by the developer for any eligible project costs under the Iowa Finance Authority program guidelines.

Section 4. This declaration of intent is good for a period of 180 days from the submission of the IFA application, expected to be 12/9/13, unless otherwise amended by further resolution of the Council.

Section 5. The actual provision of local match cannot be considered final or binding to the City until further action is taken by the Council following the necessary publications, hearings and other legal processes to amend the Urban Renewal Area, authorize a TIF ordinance and approve a development agreement, along with any other necessary procedures outlined by the City’s legal representatives.

PASSED AND APPROVED this 4<sup>th</sup> day of December, 2013.

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

ATTEST:

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



## RESOLUTION NO. 2013-086

### A RESOLUTION CREATING A NEIGHBORHOOD PRIDE ENHANCEMENT STANDING COMMITTEE

WHEREAS, a Housing Improvement Task Force (“Task Force”) was established on December 19, 2012 in Resolution 2012-099 to provide policy recommendations related to nuisance abatement, housing stock improvement, landlord responsibility promotion, and neighborhood pride enhancement; and

WHEREAS, the Task Force completed its mission with a report to the City Council on July 17, 2013; and

WHEREAS, one of the recommendations of the Task Force was the establishment of a standing committee to further the mission of promoting neighborhood pride and providing recommendations to the City Council on related issues:

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

Section 1. The City Council approves as a standing committee the creation of a Neighborhood Pride Enhancement Committee to focus on improving Washington’s neighborhoods.

Section 2. The mission of the Neighborhood Pride Enhancement Committee is to promote neighborhood pride and responsibility, with the supporting goals for this mission established as such:

- To organize public campaigns for clean, safe and attractive neighborhoods.
- To assist with the establishment and maintenance of neighborhood organizations and initiatives such as block captains, neighborhood watch, etc.
- To develop appropriate marketing and informational materials for City Council approval.
- To develop appropriate ongoing programs for City Council approval, such as programs recognizing exemplary properties.
- To assist with the identification of outside grants and programs available to assist in the City’s efforts to improve its neighborhoods.
- To provide policy advice to the City Council on related issues.

Section 3. The City Council hereby recognizes the basic importance of funding to the accomplishment of the objectives above, and agrees to review this issue in the annual budget process following the submittal of a budget proposal by the Committee. Any such funds, or any other funds received for the Committee’s activities, will be accounted for in a fund to be established by separate resolution of the City Council.

Section 4. Prior to the Committee's initial meeting, the Mayor shall submit for City Council approval a nomination for chairperson of the Committee for an indefinite term, and any changes to this position shall be handled in a similar manner in the future.

Section 5. The Committee is expected to provide written or oral reports to the City Council on its activities on at least a semi-annual basis.

PASSED AND APPROVED this 6<sup>th</sup> day of November, 2013.

  
Sandra Johnson, Mayor

ATTEST:

  
Illa Earnest, City Clerk

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

**A RESOLUTION AMENDING THE PERSONNEL POLICIES  
OF THE CITY OF WASHINGTON, IOWA**

WHEREAS, the City Council recognizes that occasionally employees may be put in an adverse position regarding the exhaustion of their allowable leave time, especially in the case of significant family medical issues; and

WHEREAS, the Council would like to formally endorse the practice of allowing other employees to donate a portion of their sick leave to an employee in such a situation:

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

Section 1. The City Council directs the creation of a new Section of Chapter 22 of the Personnel Policies of the City of Washington to follow the current last section, "Accrual of Sick Leave", as follows:

Donation of Sick Leave. Upon the City Administrator's decision to request that employees consider donating sick leave to a fellow employee, an employee may choose to donate up to eighty (80) hours of sick leave to the recipient employee. This procedure may only be authorized by the City Administrator in the case that the recipient employee has exhausted all paid leaves (sick, vacation, compensatory), but cannot work due to an illness of the employee (where disability coverage is not available) or the employee's family. Hours shall be exchanged without regard to differing pay rates. No employee may donate more than eighty (80) hours per fiscal year. Any unused time shall revert to the donor employee's sick leave bank.

PASSED AND APPROVED this 4<sup>th</sup> day of December, 2013.

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

ATTEST:

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

# 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 27<sup>th</sup> day of November, 2013 and terminates on the 26<sup>th</sup> day of November, 2014. 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 waiver 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 Skub*

Title \_\_\_\_\_

Title *President*

Date \_\_\_\_\_

Date *11/26/13*

**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: Karolyn Shuk  
Title \_\_\_\_\_ Title President  
Date \_\_\_\_\_ Date 11/27/13

**ADDENDUM B**

Client: \_\_\_\_\_ **Impressions Custom Computers, Inc.**  
By: \_\_\_\_\_ By: *Randy Shubert*  
Title \_\_\_\_\_ Title *President*  
Date \_\_\_\_\_ Date *11/26/13*

Compensation for Services:

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