



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
**TO BE HELD IN THE NICOLA-STOUFER ROOM,
WASHINGTON PUBLIC LIBRARY
AT 115 W. WASHINGTON STREET
AT 6:00 P.M., WEDNESDAY, JULY 17, 2013**

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Wednesday, July 17, 2013 to be approved as proposed or amended.

Consent:

1. Council Minutes 07-02-2013
2. Snyder & Associates, Airport AGIS, \$18,858.23
3. Moore's BP AMOCO, 1061 W. Madison Street, Class C Beer Permit (BC), Sunday Sales, **(renewal)**
4. Mi Pueblo Real, 1021 W. Madison Street, Class C Liquor License (LC) (Commercial), Sunday Sales, **(renewal)**
5. Main Street Washington, 100 Block S. Marion Ave., Class B Beer (BB) (Includes Wine Coolers), Outdoor Service Area. **(New)**
6. Klingner & Associates, City Hall Study, \$3,285.20
7. ECICOG, Housing Rehabilitation, \$1,794.00
8. Washington Chamber of Commerce (Tourism Committee), Annual Contribution, \$15,000.00
9. Terracon, Engineering Services Ground Storage Water Tank, \$4,675.00
10. Ahlers & Cooney, Amendment #1 Washington Unified Commercial UR Plan, \$6,086.24
11. Ahlers & Cooney, Insurance on the Avenue DA, \$96.00
12. Ahlers & Cooney, Amendment #1 Washington Downtown UR Plan, \$3,706.23
13. Fox Engineering, Ground Storage Reservoir, \$6,572.00
14. Fox Engineering, Sanitary Sewer Collection System, \$1,184.57
15. Fox Engineering, WWTP Project, \$6,068.55
16. Public Financial Management (PFM), Annual Retainer - Professional Services, \$7,000.00
17. Paws & More Animal Shelter, Donation (April-June 2013), \$2,600.00
18. Hydro Klean, Televis Sanitary Sewer Lines, \$15,492.28
19. Department Reports

Claims and Financial Reports:

Claims as Presented.

Financial Reports - June

SPECIAL PRESENTATION

Housing Task Force Update.

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

UNFINISHED BUSINESS

Update on Inflow and Infiltration Reduction Investigation.

NEW BUSINESS

Aaron Wulf, 602 E. Main Street, Request for Urban Chickens.

Affirm Mayoral Appointments to Planning and Zoning Commission.

Affirm Mayoral Appointment to Board of Adjustment.

Discussion and Consideration of Engineering Services Agreement – Sewer Separation Study.

Discussion and Consideration of Engineering Services Agreement-SW Industrial Park.

Discussion and Consideration of Engineering Services Agreement – Country Club Road Widening Project.

Discussion and Consideration of Agreement with IA Dept. Transportation – Airport Planning & Zoning.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Public Hearing on Vacating a Portion of E. 6th Street - East of N. 7th Ave.

Discussion and Consideration First Reading of Ordinance Vacating the Portion of E. 6th Street – East of N. 7th Avenue.

Discussion and Consideration Resolution Directing Gifting of Property (Vacated Portion of E. 6th Street)

Public Hearing - 2013 W. Tyler Street Paving Project.

Discussion and Consideration of Resolution Approving Plans, Specifications, Form of Contract, and Estimate of Cost – 2013 W. Tyler Street Paving Project.

Discussion and Consideration Resolution Awarding Contract – 2013 W. Tyler Street Paving Project.

Discussion and Consideration First Reading of an Ordinance Establishing School Zones and Establishing Additional School Stop Signs.

Discussion and Consideration First Reading of Ordinance Amending Washington Code of Ordinances,

Chapter 55 “Animal Protection and Control” (Procedure Corrections)

Discussion and Consideration of Resolution Authorizing Assessment to Taxes.

Discussion and Consideration of Resolution Accepting Project and Authorizing Final Payment – 2013 Seal Coat Project.

DEPARTMENTAL REPORT

Police Department
City Administrator
City Attorney

COMMITTEE REPORTS

MAYOR & COUNCILPERSONS

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

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 07-02-2013

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., Tuesday, July 2, 2013. Mayor Johnson in the Chair. On roll call present: Hagie, Kendall, Shellmyer, Shepherd, Zieglowsky. Absent: Stark.

Motion by Kendall, seconded by Shellmyer, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, July 2, 2013 be approved as proposed. Motion carried unanimously.

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

Consent Agenda:

1. Council Minutes 06-19-2013
2. Council Minutes 06-26-2013
3. Veenstra and Kimm, Country Club Road Survey, \$882.80
4. Veenstra & Kimm, GIS Mapping, \$512.00
5. Veenstra & Kimm, Engineering Services S. Ave. B Water Main, \$84.00
6. Veenstra & Kimm, Engineering Services W. Tyler St Reconstruction, \$2,978.75
7. Sternberg Lighting, Repair Parts Downtown Street Lights, \$1,340.00
8. Trans-Iowa Equipment, Inc., Payment #2, Street Sweeper, \$94,500.00
9. Iowa League of Cities, Member Dues, \$2,456.00
10. IA Municipal Workers Compensation Association, Partial Premium, \$22,422.00
11. The Corner Stop, 100 E. Madison Street, Class C Beer Permit (BC), Class B Native Wine Permit, Sunday Sales, **(renewal)**
12. Casey's General Store #3036, 304 E. Washington St., Class C (BC), Sunday Sales, **(renewal)**
13. Department Reports

Motion by Hagie, seconded by Zieglowsky, that DeLong Construction, West Side Interceptor Project, Pay Estimate #12, \$44,187.30 be approved for payment. Kendall abstained. Motion carried.

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

After lengthy discussion, motion by Kendall, seconded by Shepherd, to direct Veenstra & Kimm, Inc. to do the boundary recording and prepare the preliminary plat for Phase I of the Industrial Park (concept #3). Motion carried unanimously.

Motion by Kendall, seconded by Hagie, to direct staff to start to develop the procedure for lot sales to WEDG and develop TIF agreement recommendations. Vote on motion as follows: Ayes: Hagie, Kendall. Nays: Shellmyer, Shepherd, Zieglowsky. Motion fails.

Motion by Shepherd, seconded by Shellmyer, to approve the Resolution Amending Purchasing Policy. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2013-057)**

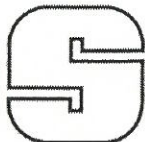
Motion by Shepherd, seconded by Zieglowsky, to approve the Resolution Establishing Urban Chicken Policy. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Zieglowsky.

Nays: none. Motion carried. (**Resolution No. 2013-058**)

Motion by Shellmyer, seconded by Zieglowsky, that the Regular Session held at 6:00 P.M., Tuesday, July 2, 2013 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor



ENGINEERS & PLANNERS
SNYDER & ASSOCIATES, INC.

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 26, 2013

Washington Airport Commission
PO Box 516
Washington, IA 52353

Invoice No: 109.1021.01A - 14

Project 109.1021.01A Washington Municipal Airport AGIS

Professional Services through May 31, 2013

Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
AGIS	60,517.00	65.00	39,336.05	27,837.82	11,498.23
Amt invoiced and paid Proj # 110.0714	-1,480.00	100.00	-1,480.00	-1,480.00	0.00
Aerometrics	32,000.00	100.00	32,000.00	24,640.00	7,360.00
Total Fee	91,037.00		69,856.05	50,997.82	18,858.23
Total Fee					18,858.23

Amount Due this Invoice \$18,858.23

	Total	Prior	Current
Billings to Date	69,856.05	50,997.82	18,858.23

Snyder & Associates, Inc.

Carl Byers / S

Carl Byers

310-6-6020-6762-102

~~602-6-2080~~ Initials Det

EXP. AGIS

Vender # _____ Date Rec. 7-8-13

Due Date _____ Inv # _____

License Application (BC0027537)

Applicant

Name of Applicant: Moore's BP Amoco, Inc.
Name of Business (DBA): Moore's BP Amoco, Inc.
Address of Premises: 1061 West Madison
City: Washington County: Washington Zip: 52353
Business Phone: (319) 653-2509
Mailing Address: 1061 West Madison
City: Washington State: IA Zip: 52353

Contact Person

Name: George Moore
Phone: (319) 653-2509 Email Address: mooresbp@iowatelecom.net

Classification: Class C Beer Permit (BC)

Term: 12 months

Effective Date: 09/11/2013

Expiration Date: 09/10/2014

Privileges:

Class C Beer Permit (BC)
Sunday Sales

Status of Business

BusinessType: Privately Held Corporation
Corporate ID Number: 249607 Federal Employer ID # 42 1515357

Ownership

Anita Moore

First Name: Anita Last Name: Moore
City: Washington State: Iowa Zip: 52353
Position Owner
% of Ownership 50.00 % U.S. Citizen

George Moore

First Name: George Last Name: Moore
City: Washington State: Iowa Zip: 52353
Position Owner
% of Ownership 50.00 % U.S. Citizen

Insurance Company Information

License Application (LC0038602)

Applicant

Name of Applicant: El Serito, LLC

Name of Business (DBA): Mi Pueblo Real

Address of Premises: 1021 W. Madison

City: Washington

County: Iowa

Zip: 52353

Business Phone: (319) 653-3337

Mailing Address: 1021 W. Madison

City: Washington

State: IA

Zip: 52353

Contact Person

Name: Fernando Macias

Phone: (641) 455-0023

Email Address: fernandomacias42@yahoo.com

Classification: Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/01/2012

Expiration Date: 07/31/2013

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 418765

Federal Employer ID # 45-2495358

Ownership

CLAUDIA ALVAREZ

First Name: CLAUDIA

Last Name: ALVAREZ

City: ALBIA

State: Iowa

Zip: 52531

Position OWNER

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

Insurance Company: Auto Owners Insurance Company

Policy Effective Date: 08/01/2012

Policy Expiration Date: 08/01/2013

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

License Application ()

Applicant

Name of Applicant: Main Street Washington, Inc.
Name of Business (DBA): Main Street Washington
Address of Premises: 100 Block of South Marion Avenue
City: Washington County: Washington Zip: 52353
Business Phone: (319) 653-3918
Mailing Address: 205 W. Main Street
City: Washington State: IA Zip: 52353

Contact Person

Name: Sarah Sadrakula
Phone: (319) 653-3918 Email Address: sarah@washingtoniowa.org

Classification: Class B Beer (BB) (Includes Wine Coolers)

Term: 5 days

Effective Date: 08/02/2013

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)
Outdoor Service

Status of Business

BusinessType: Privately Held Corporation
Corporate ID Number: 436591 Federal Employer ID # 46-0552716

Ownership

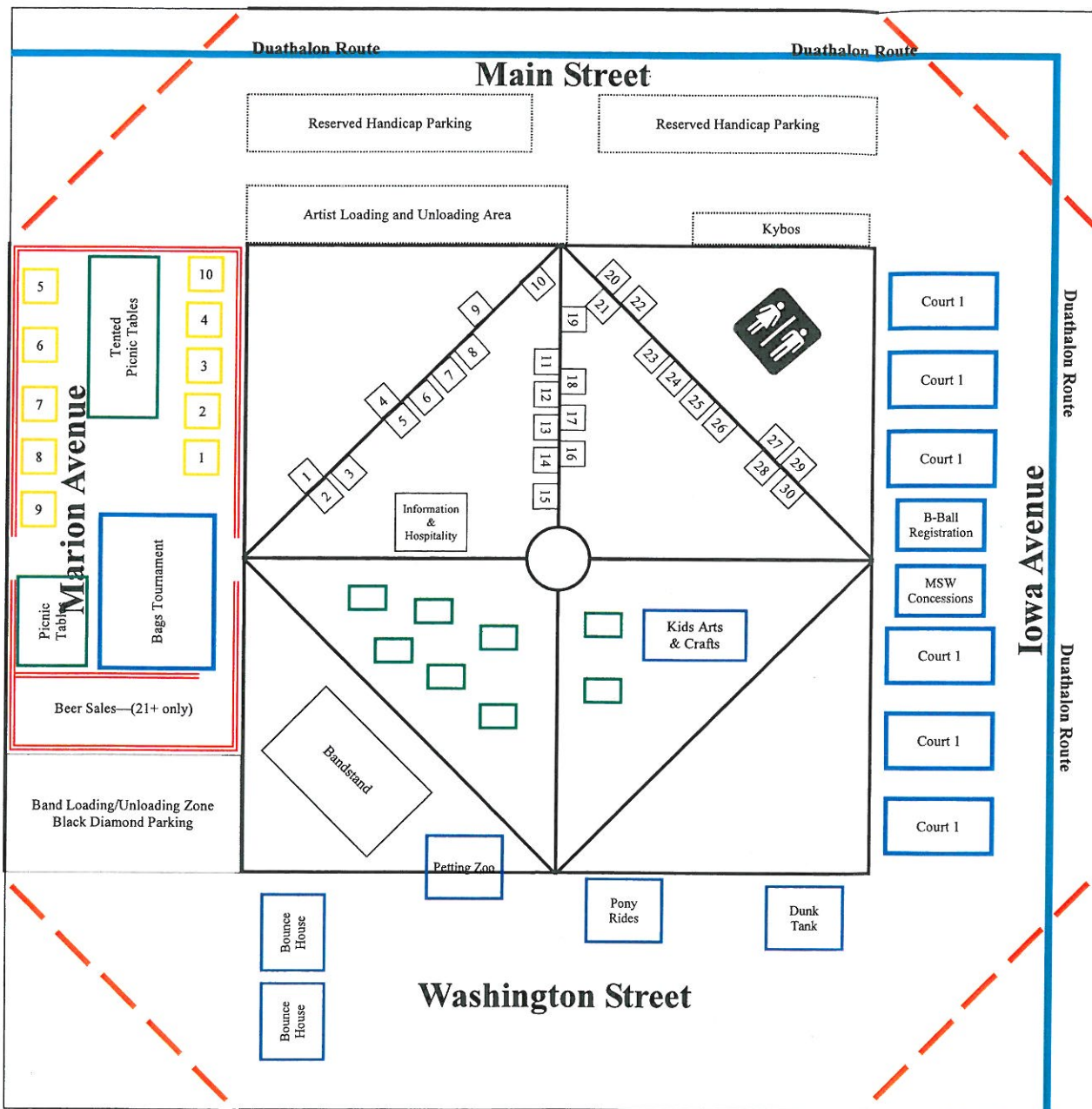
Karen Kuhlman

First Name: Karen Last Name: Kuhlman
City: Washington State: Iowa Zip: 52353
Position President
% of Ownership 0.00 % U.S. Citizen

Sarah Sadrakula

First Name: Sarah Last Name: Sadrakula
City: Washington State: Iowa Zip: 52353
Position Executive Director
% of Ownership 0.00 % U.S. Citizen

Insurance Company Information



**Saturday, August 3rd: Celebrate Washington
Downtown Washington
8:00 am—12:00 midnight**

- | | |
|------------------------|--|
| 8:00 am | Pigs Fly Duathalon |
| 9:00 am | 3 on 3 Basketball Tournament
(bracket for any age and/or competitive level) |
| 10:00 am—5:00 pm | Artisan Trade Show
Kid's Activities
Bounce House
Pony Rides
Dunk Tank
Local Entertainment (musical & performance) |
| 5:00 pm—12:00 midnight | Outdoor Service Area
Big Band on the Bandstand
Bag's Tournament
The Bumps
Headliner: Black Diamond, Street Dance |

KEY:

- Street Closed with Barricades
- Double Fence for Family Friendly Outdoor Service & Vendor Area
- Food Vendor
- Picnic Tables
- Kid's Activities
- Basket Ball Tournament/Bag's Tournament
- Duathalon

Engineers & Land Surveyors

WASHINGTON, CITY OF
BRENT HINSON
215 EAST WASHINGTON STREET
WASHINGTON, IA 52353

Invoice number 41781
Date 06/27/2013

Project **13-2034 WASHINGTON, CITY OF - CITY
HALL STUDY**

Feasibility study for three options for the City Municipal Building/City Hall. Study includes construction cost estimate, long term operational energy cost comparison and long-term operational functionality as of June 23, 2013.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
001 SITE PLAN	5,300.00	25.00	0.00	1,325.00	1,325.00
002 DESIGN REVIEW	1,740.00	0.00	0.00	0.00	0.00
003 MEP	4,400.00	0.00	0.00	0.00	0.00
004 PROGRAMMING	1,260.00	95.00	1,197.00	1,197.00	0.00
005 PROJECT COST & FEASIBILITY	4,320.00	0.00	0.00	0.00	0.00
006 SCHEMATIC DESIGN	5,940.00	33.00	0.00	1,960.20	1,960.20
007 CODES & REGULATIONS	1,080.00	0.00	0.00	0.00	0.00
Total	24,040.00	18.64	1,197.00	4,482.20	3,285.20

Invoice total **3,285.20**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
41781	06/27/2013	3,285.20	3,285.20				
	Total	3,285.20	3,285.20	0.00	0.00	0.00	0.00

301-6-6020-6751
B+1

Payment due in 15 days. Interest charged at 1% per month on accounts over 30 days. Please return a copy of invoice with payment to assure proper credit.



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

Invoice

Date	Invoice #
6/28/2013	6776

700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Phone #	Fax #
319-365-9941	319-365-9981

Bill To
CITY OF WASHINGTON PO BOX 516 WASHINGTON IA 52353

Approved by:


Quantity	Description	Rate	Amount
23	CDBG HOUSING REHAB		
	DIRECT ADMINISTRATION	46.00	1,058.00
16	LEAD CONSTRUCTION	46.00	736.00
Please remit payment within 30 days.		Total	\$1,794.00



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

INVOICE

Contract : 1878.13 2013 Washington Chip Seal Coat

Invoice # :	11767
Date :	6/25/2013
Customer # :	100221
Cust Job :	1878.13 City of Washington
Cust PO :	
Total Due:	95,546.20

To : Washington, City of
PO Box 516
Washington, IA 52353

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract Item	Quantity	Unit Price	U/M	Amount
10 Mobilization / Traffic Control	1.00	13,605.00	LS.	13,605.00
20 Surface Correction	4,444.00	1.25	SY	5,555.00
30 Primer Bitumen MC-70	916.47	3.70	GAL	3,390.94
40 Binder Bitumen MC-3000	13,392.06	3.20	GAL	42,854.59
50 Cover Aggt.	564.74	41.20	TON	23,267.29
60 Granular Subbase	168.87	27.85	TON	4,703.03
70 Add on Grade Prep at Shop	3,339.00	0.65	SY	2,170.35

Contract terms prevail if contract and terms are present. Otherwise, payment is due on receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expenses incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Total Due This Invoice : 95,546.20

205 W. Main Street
Washington, IA 52353

Invoice Number: 2013-0524

Send invoices to this email:





INVOICE

2640 12th St. SW
Cedar Rapids, IA 52404
319-366-8321

Project Mgr: Nick Hussey

Project: 1M Gallon Water Storage Tank
522 North 4th Avenue
Washington, IA 52353

To: City of Washington
Attn: Brent Hinson
215 E. Washington Street
PO Box 516
Washington, IA 52353

REMIT TO:

Invoice Number: T425013

Terracon Consultants, Inc.
PO Box 843358
Kansas City, MO 64184-3358

Federal E.I.N.: 42-1249917

Project Number:	06135644
Invoice Date:	7/08/2013
For Period:	5/05/2013 to 6/29/2013

For geotechnical engineering services in conjunction with the above referenced project.

Description	Total
Lump Sum	\$4,300.00
Optional Scope #2 - One (1) Consolidation Test	\$375.00

If you have any questions concerning this invoice, please call (319) 366-8321.

Invoice Total	\$4,675.00
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603-6-8010-6798
BH

AHLERS & COONEY, P.C.

Attorneys At Law

100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

June 27, 2013

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 653638
Client #: 11307
Matter #: 42
Billing Attorney: PJM

INVOICE SUMMARY

RE: AMENDMENT NO. 1 TO WASHINGTON UNIFIED
COMMERCIAL UR PLAN

For professional services rendered and costs advanced through June 19, 2013:

Total Professional Services	\$ 6,058.00
Total Expenses	<u>\$ 28.24</u>
TOTAL THIS INVOICE	\$ 6,086.24

AHLERS & COONEY, P.C.

Attorneys At Law

100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

June 27, 2013

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 653639
Client #: 11307
Matter #: 43
Billing Attorney: PJM

INVOICE SUMMARY

RE: INSURANCE ON THE AVENUE, INC. DA

For professional services rendered and costs advanced through June 19, 2013:

Total Professional Services	\$ 96.00
Total Expenses	<u>\$.00</u>

TOTAL THIS INVOICE	\$ 96.00
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AHLERS & COONEY, P.C.

Attorneys At Law

100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

June 27, 2013

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 653637
Client #: 11307
Matter #: 41
Billing Attorney: PJM

INVOICE SUMMARY

RE: AMENDMENT NO. 1 TO WASHINGTON DOWNTOWN
(NO. 7) UR PLAN

For professional services rendered and costs advanced through June 19, 2013:

Total Professional Services	\$ 3,678.00
Total Expenses	<u>\$ 28.23</u>
TOTAL THIS INVOICE	\$ 3,706.23



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 35383
Date 06/30/2013

Project **342413A Washington Ground Storage Reservoir**

Professional Services for the Period of 06/01/2013 to 06/29/2013

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	63,700.00	20.00	6,370.00	12,740.00	6,370.00
Bidding	9,800.00	0.00	0.00	0.00	0.00
Construction Administration	39,600.00	0.00	0.00	0.00	0.00
Construction Staking	1,500.00	0.00	0.00	0.00	0.00
Total	114,600.00	11.12	6,370.00	12,740.00	6,370.00
					Billed Amount
Additional Services					
Professional Fees					202.00
Phase subtotal					202.00
Invoice total					\$6,572.00

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 35404
Date 06/30/2013

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

Professional Services for the Period of 06/01/2013 to 06/29/2013

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	100.00	12,500.00	12,500.00	0.00
Construction Administration	89,500.00	100.00	89,500.00	89,500.00	0.00
Post Construction	6,500.00	100.00	6,500.00	6,500.00	0.00
Construction Staking	20,500.00	100.00	20,500.00	20,500.00	0.00
Total	272,500.00	100.00	272,500.00	272,500.00	0.00

	Billed Amount
Resident Project Observation	
Professional Fees	1,005.00
Reimbursables	179.57
Phase subtotal	1,184.57
Invoice total	\$1,184.57

Approved by: _____



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 35374
Date 06/30/2013

Project **204508A Washington Wastewater
Treatment Plant**

Professional Services for the Period of 06/01/2013 to 06/29/2013

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
UV Room Door	-6,946.00	100.00	-6,946.00	-6,946.00	0.00
Operations Manual	36,300.00	95.00	34,485.00	34,485.00	0.00
Construction Staking	24,840.00	100.00	24,840.00	24,840.00	0.00
Total	821,594.00	99.78	819,779.00	819,779.00	0.00

	Billed Amount
Construction Administration	
Professional Fees	4,928.00
Outside Services	495.00
Phase subtotal	5,423.00
Post Construction	
Professional Fees	442.75
Reimbursables	202.80
Phase subtotal	645.55
Invoice total	\$6,068.55

Approved by:



Public Financial Management

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

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

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

June 17, 2013

INVOICE: PFM-144478-0-0

SEQ.: 003-000-000

RE: For Financial Advisory Services provided to the City of Washington, Iowa in connection with services provided under the Annual Retainer.

INVOICE

Description	Total
Annual Retainer	\$7,000.00
Total Professional Fees	<hr/> \$7,000.00
Amount Due	<hr/> \$7,000.00 <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

PAWS & More Animal Shelter

1004 1/2 West Madison Street
Washington, IA 52353

Invoice

Date

7/8/2013

Invoice #

23

Bill To

City of Washington
PO Box 516
Washington, IA 52353

Terms

DUE UPON RE...

Description	Quantity	Rate	Amount
Animal Services Contribution for 4th quarter (April-June 2013)		2,600.00	2,600.00
		Total	\$2,600.00



333 N.W. 49th Place
Des Moines, Iowa 50313
(515) 283-0500/Fax (515) 283-0505

Invoice

DATE INVOICE #
7/11/2013 46837-1

Please Pay From This Invoice

Customer Number: CITY0210

BILL TO

City of Washington
PO Box 516

Washington IA 52353

SHIP TO

City of Washington

Washington IA 52353

P.O. NUMBER	TERMS	REP	SHIP	DUE DATE
VERBAL	Net 30	CS	6/27/2013	8/10/2013

QUANTITY	U OF M	DESCRIPTION	PRICE EACH	AMOUNT
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6/24/13 - 6/27/13 Work authorized by Brent Hinson. Televiser sanitary lines per 2013 SE Interceptor project.

7/11/13 Revised invoice per Chad Sparks to replace invoice 46837.

12,393.82	Foot	Televising	\$1.25	\$15,492.28
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Thank you! We appreciate your business!

Misc	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00

Total \$15,492.28

6-36



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

July 9, 2013

The Honorable Sandra Johnson
City of Washington
P.O. Box 516
Washington, Iowa 52353-0516

Ref: Washington County
Project No. NHSX-001-4(47)—3H-92
Notification Letter 2011-M-012
Hot Mix Asphalt (HMA) Resurfacing/
Cold-In-Place Recycling on IA 1

Dear Mayor Johnson:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let an HMA resurfacing/CIP recycling project on Iowa 1 from the DME Railroad underpass in Washington north to "C" Avenue in Kalona on October 15, 2013. A part of said project lies within the city.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the City. The project is proposed for construction during 2014.

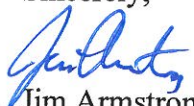
Subject to the approval of, and without expense to the DOT, the City agrees to perform (or cause private utilities to perform), all relocations, alterations, adjustments or removals of existing utility facilities including but not limited to power, telephone and telegraph lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project, all in accordance with the Utility Accommodation Policy of the DOT.

Resident Engineer, Jeffrey Johnson, of Mount Pleasant, Iowa, telephone number 319-385-2211, will advise you of the contractor's proposed schedule when the information is available.

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members.

If you have any questions concerning the work involved, please contact this office as soon as possible in order to expedite any possible changes.

Sincerely,


Jim Armstrong
District 5 Engineer

JA/sb

cc: Deanne Popp, Local Systems

Maintenance and Construction Report

6/22/13-7/5/13

STREETS: M/C Personnel put down 8 ton of cold mix while pothole patching. Personnel began street line painting on June 30th (5 blocks on square and City Hall complete). Personnel continued mowing shoulders and ditches throughout the town. Personnel operated a mechanical broom attachment on a Kabota lawn mower to sweep chips on recently constructed seal coat streets. Personnel sawed more concrete patches for replacement.

WATER DISTRIBUTION: M/C Personnel installed two curb valves at residences where the old valves leaked and needed replaced. Personnel had 21 water shut offs for nonpayment. Personnel continued painting fire hydrants and weed eating hydrants in ditches and hard to see areas on the outer parts of town. Personnel repaired a water main break at 948 South 4th Ave, installing a new 238 stainless repair sleeve and reconnecting it to the 1 inch copper service.

SEWER COLLECTION: Hyrdo-Klean spent three days televising the East Interceptor and completed all but 500 ft of the estimated 14,000 ft of sewer line. The pipes ran half full after a couple rains which caused the issue of not being able to televise the desired amount of sewer line. Personnel continued to televise and GPS the problem areas in the collection system and have begun to get information compiled for V&K in the five areas on the CIP list for sewer/storm separation and/or rehabilitation. Personnel worked with Alliant Energy staff in repairing a gas/sewer main in the 900 block of East Jefferson St.

STORM SEWER COLLECTION: M/C Personnel have continued televising and GPS storm lines and manholes.

MECHANIC/SHOP: M/C Personnel serviced Street sweeper (adjust chain for main broom), serviced PD 969, #202 (fuel tank), update equipment list and update service records.

OTHER: M/C Personnel hauled numerous loads of spoil away from the shop. Responded to 45 One Call Locates. Personnel continued to pick up yard waste and brush on a weekly basis bringing the bag total YTD at 6,250.

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.

**PRELIMINARY
FIRST CLOSE**

**CITY OF WASHINGTON, IA
MONTH-TO-DATE TREASURERS REPORT
JUNE, 2013**

	06/01/2013					06/30/2013
FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	802,185.00	135,134.44	-	344,604.13	446.23	593,161.54
002-AIRPORT FUND	150,030.15	21,349.53	-	32,192.34	-	139,187.34
110-ROAD USE	712,449.88	105,882.72	-	60,554.55	132.08	757,910.13
112-EMPLOYEE BENEFITS	-	15,216.14	-	-	-	15,216.14
114-EMERGENCY LEVY	-	1,362.73	-	-	-	1,362.73
121-LOCAL OPTION SALES TAX	-	57,441.38	-	57,441.38	-	-
129-URBAN RENEWAL AREA #3C	8,400.42	1,432.62	-	-	-	9,833.04
132-URBAN RENEWAL AREA #5	9,115.70	-	-	-	-	9,115.70
145-HOUSING REHABILITATION	(18,156.30)	-	-	28,025.10	-	(46,181.40)
146-LMI TIF SET-ASIDE	21,045.24	-	-	-	-	21,045.24
200-DEBT SERVICE	438,436.93	19,854.33	-	460,915.32	-	(2,624.06)
300-CAPITAL EQUIPMENT	221,135.18	51,629.47	-	-	-	272,764.65
301-CAPITAL PROJECTS FUND	2,155,951.19	21,170.66	-	23,903.50	-	2,153,218.35
303-WWTP CAPITAL PROJ FUND	10,345.15	-	-	12,509.01	-	(2,163.86)
305-RIVERBOAT FOUND CAP PROJ	366,505.74	119,194.48	-	156,400.00	-	329,300.22
308-INDUSTRIAL DEVELOPMENT	99,205.32	137,387.96	-	9,268.04	-	227,325.24
520-DOG PARK	6,934.87	16.25	-	1,238.01	-	5,713.11
530-TREE COMMITTEE	7,298.11	140.10	-	243.88	-	7,194.33
540-POLICE FORFEITURE	6,641.63	4,500.00	-	5,595.00	-	5,546.63
550-PARK GIFT	198,224.65	0.21	-	1,030.13	-	197,194.73
570-LIBRARY GIFT	40,993.75	489.60	-	3,258.84	-	38,224.51
590-CABLE COMMISSION	11,418.04	-	-	-	-	11,418.04
600-WATER UTILITY	594,713.55	117,672.94	-	68,722.93	118.62	643,782.18
601-WATER DEPOSIT FUND	12,000.00	2,100.00	-	1,670.00	-	12,430.00
603-WATER CAPITAL PROJECTS	-	-	-	8,470.00	-	(8,470.00)
610-SANITARY SEWER	1,703,930.80	156,895.42	-	69,006.64	260.06	1,792,079.64
670-SANITATION	48,031.64	25,458.14	-	20,624.24	-	52,865.54
910-LIBRARY TRUST	218,148.13	15.72	-	55.00	-	218,108.85
950-SELF INSURANCE	52,028.41	-	-	2,367.28	-	49,661.13
951-UNEMPLOYMENT SELF INS	2,239.00	-	-	-	-	2,239.00
TOTAL BALANCE	7,879,252.18	994,344.84	-	1,368,095.32	(956.99)	7,506,458.69

Cash in Bank - Pooled Cash

Wash St. Bank - Operating Account	419,746.31	(1)	<u>Interest Rate</u>
Cash in Drawer	350.00		N/A
Wash St Bank - MM	256,243.29		0.01%
Wash St Bank - CD	4,711.35		
Investment in IPAIT	4,883,943.01		0.01%
Wash St Bank - Library Acct	167,220.25		0.01%
Wash St - Farm Mgmt Acct	24,244.48		
Wash St Bank - CD - 03/12/13	250,000.00		0.45%
Wash St Bank - CD - 04/25/13	500,000.00		0.45%
Wash St Bank - CD - 05/15/13	500,000.00		0.45%
Wash St Bank - CD - 06/06/13	500,000.00		0.45%
TOTAL CASH IN BANK	7,506,458.69		

(1) Washington State Bank	523,018.92
Outstanding Deposits & Checks	(103,272.61)
	<u>419,746.31</u>

**PRELIMINARY
FIRST CLOSE**

**CITY OF WASHINGTON, IA
YEAR-TO-DATE TREASURERS REPORT
JUNE, 2013**

	07/01/2012					06/30/2013
FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	277,207.22	3,689,738.32	-	3,379,758.08	5,974.08	593,161.54
002-AIRPORT FUND	95,605.00	364,084.09	-	320,501.75	-	139,187.34
110-ROAD USE	617,233.39	894,073.54	-	753,891.96	495.16	757,910.13
112-EMPLOYEE BENEFITS	-	612,265.59	-	597,049.45	-	15,216.14
114-EMERGENCY LEVY	-	53,895.03	-	52,532.30	-	1,362.73
121-LOCAL OPTION SALES TAX	-	720,776.68	-	720,776.68	-	-
125-URBAN RENEWAL AREA #1	0.32	47,503.74	-	47,504.06	-	-
129-URBAN RENEWAL AREA #3C	-	40,938.22	-	31,105.18	-	9,833.04
131-URBAN RENEWAL AREA #4	-	873.64	-	873.64	-	-
132-URBAN RENEWAL AREA #5	-	36,108.54	-	26,992.84	-	9,115.70
134-URBAN RENEWAL AREA #7	-	7,773.78	-	7,773.78	-	-
145-HOUSING REHABILITATION	-	131,657.00	-	177,838.40	-	(46,181.40)
146-LMI TIF SET-ASIDE	22,967.76	2,089.48	-	4,012.00	-	21,045.24
200-DEBT SERVICE	-	1,522,684.47	-	1,525,308.53	-	(2,624.06)
300-CAPITAL EQUIPMENT	231,701.43	71,063.22	-	30,000.00	-	272,764.65
301-CAPITAL PROJECTS FUND	2,013,877.04	1,495,704.61	-	1,356,363.30	-	2,153,218.35
303-WWTP CAPITAL PROJ FUND	12,063.00	1,992,681.59	-	2,006,908.45	-	(2,163.86)
305-RIVERBOAT FOUND CAP PROJ	332,266.37	443,394.32	-	446,360.47	-	329,300.22
308-INDUSTRIAL DEVELOPMENT	49,051.26	212,647.90	-	34,373.92	-	227,325.24
510-MUNICIPAL BAND	1,000.00	6,195.00	-	7,195.00	-	-
520-DOG PARK	6,995.80	591.45	-	1,874.14	-	5,713.11
530-TREE COMMITTEE	4,999.92	11,491.45	-	9,297.04	-	7,194.33
540-POLICE FORFEITURE	680.55	10,461.08	-	5,595.00	-	5,546.63
550-PARK GIFT	207,536.87	2,102.50	-	12,444.64	-	197,194.73
570-LIBRARY GIFT	45,348.66	22,124.63	-	29,248.78	-	38,224.51
590-CABLE COMMISSION	-	11,418.04	-	-	-	11,418.04
600-WATER UTILITY	294,974.16	1,494,872.67	-	1,144,314.93	(1,749.72)	643,782.18
601-WATER DEPOSIT FUND	-	26,030.00	-	13,600.00	-	12,430.00
603-WATER CAPITAL PROJECTS	-	12,005.00	-	20,475.00	-	(8,470.00)
610-SANITARY SEWER	1,469,521.83	2,005,380.80	-	1,684,624.31	1,801.32	1,792,079.64
670-SANITATION	34,516.08	321,880.13	-	303,530.67	-	52,865.54
910-LIBRARY TRUST	218,220.67	181.95	-	293.77	-	218,108.85
950-SELF INSURANCE	13,000.74	67,350.00	-	30,689.61	-	49,661.13
951-UNEMPLOYMENT SELF INS	-	6,700.00	-	4,461.00	-	2,239.00
TOTAL BALANCE	5,948,768.07	16,338,738.46	-	14,787,568.68	(6,520.84)	7,506,458.69

Cash in Bank - Pooled Cash

Wash St. Bank - Operating Account	419,746.31	(1)	0.01%
Cash in Drawer	350.00		N/A
Wash St Bank - MM	256,243.29		0.01%
Wash St Bank - CD	4,711.35		
Investment in IPAIT	4,883,943.01		0.01%
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Wash St Bank - CD - 05/15/13	500,000.00		0.45%
Wash St Bank - CD - 06/06/13	500,000.00		0.45%
TOTAL CASH IN BANK	7,506,458.69		

(1) Washington State Bank	523,018.92
Outstanding Deposits & Checks	(103,272.61)
	419,746.31

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



City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

Urban Chicken Permit Application

****Failure to complete all sections of the application and provide supporting documentation may result in a return or denial of your application. ****

1. Applicant Information

Name Aaron Wulf
Property Address 602 East Main Washington, IA
Daytime Phone # 319-461-3118 Evening Phone # 319-461-3118

Number of chickens to be kept 4 hens
(No roosters are allowed, Maximum number of hens is 4)

2. Application Checklist

Resident's Submittal

Staff Review

- Landlord sign-off (if applicant is a tenant)

X

- Description of chicken coop and pen including materials used & cubic feet

See Attached
Coop FLYER

- Diagram of the property including dimensions, location of coop and pen, and identification of adjacent properties by street address

Attached
Pictures of
Property - Coop
LOCATED ON EAST
Side of Shed In Backyard

- Sign-off of all adjacent property owners (please use form attached as Exhibit A)

✓

3. Statement of Understanding (Please initial by each item)

AW 1) I am aware that owners of all adjacent properties (i.e., all properties that contact each other at any point) must give their written consent for any urban chicken permit application to be approved.

AW 2) I am aware that I must receive approval from the City prior to obtaining chickens.

AW 3) I will follow all City ordinances and state laws relating to the care and keeping of animals.

AW 4) I am aware that I am responsible for keeping chickens within the confines of my property at all times.

AW 5) I am aware that I may not make any dimensional changes to my chicken coop without first obtaining approval from the City of Washington.

AW 6) I grant the right for City staff to inspect my property at any time to investigate a complaint related to this permit.

AW 7) I acknowledge that I live in an owner-occupied single-family home, or if renting, have the written permission of my landlord (landlord must provide a signature below).

AW 8) I affirm that I have never been found guilty of any animal welfare, neglect or cruelty violations.

AW 9) I understand that the permit is a limited license for the activity, no vested zoning rights arise from this permit and that the permit does not run with the land.

AW 10) I understand the private restrictions on the use of the property shall remain enforceable and shall supersede the permit. I affirm that there are no private restrictions including, but not limited to, deed restrictions, condominium restrictions, neighborhood association bylaws, covenants, and restrictions and rental agreements. A permit issued to a property subject to private restrictions that prohibit keeping of chickens is void.

AW 11) I understand that the City Council's approval is good for two years, by which time the City may have developed different guidelines and I must reapply for my continued keeping of chickens.

I affirm that all statements contained in the application and attachments are true and correct and that I the permit holder will keep the chickens in compliance with all related ordinances and as otherwise directed by the City Council. I understand that failure to comply with regulations may result in revocation of the permit and/or issuance of a municipal infraction.

Signature *Aaron Welf* Date 7-4-2013

If applicant is a tenant, the landlord must sign below:

As the owner/authorized manager of the property at _____
(address), I give permission for my tenant _____ (applicant), to install a
chicken coop and to keep chickens on the property, as may be approved by the City Council.

Landlord Signature _____ Date _____

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



City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

NEIGHBOR SIGN-OFF FOR URBAN CHICKEN PERMIT EXHIBIT A TO PERMIT APPLICATION

Any person wanting to keep chickens must first receive written approval from all property owners adjacent to the property for which the permit is requested. Adjacent means all parcels of property that share a property line with the applicant's property, including those that only meet at a single property corner.

Applicant Name: Arnon Wulf + Shelley Reed-Wulf
Site Address: 602 EAST Main

The above applicant wishes to keep chickens in a coop at the property listed. I/We, being the adjacent property owner(s), have been provided a diagram of the planned coop and pen in relation to the applicant's property lines, and do not object to the above-named person keeping chickens as may be approved by the Washington City Council.

Name(s) & Address	Phone	Signature(s) & Date
JACK BONHAM LUCILLE R. BONHAM 608 EAST MAIN STREET	319-653-7345	Jack Bonham 7/3/2013 Lucille R. Bonham
David Warth 434 E Main Washington, IA	319-461-4752	D. W. Warth 7/4/13
Jamie Flynn 609 E 2nd St Washington, IA	319-461-7161	Jamie Flynn 7-21-13
Jan Wagenknecht 603 E Main St Washington, IA	319-653-5770	Jan Wagenknecht
Stacy Chenoweth 604 East Main St	319-461-6713	Stacy Chenoweth 7/4/13
Nanette Thomas 107 North Ave	319-548-0504	Nanette Thomas

(For additional adjacent property owners, please attach additional sheets)

SHELLEY M. REED

11-17-331-015

Cadastral_Line

<all other values>

Alpha Tag

- Corp Line
- County Line
- Easement Line
- Geo Twp Line
- Lot Line
- Misc Line
- Mon Linear
- Page Match Line
- Parcel Line
- Parcel Line Shaded
- Pol Twp Line
- Qtr Qtr Section Line
- Railroad Centerline
- Railroad ROW
- Road Centerline
- Road ROW
- Section Line
- Sub Line
- Unknown Linear
- Water Line



Created by Washington County GIS: 7-08-13
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0 20 40 80 Feet

1 inch = 25 feet

This GIS product has been developed for internal use by Washington County. Reasonable efforts have been made to ensure the accuracy of the data. However, the data and information are subject to change. Washington County does not guarantee the accuracy, completeness, timeliness, and availability of the information for its use.

extreme

HenHouse™

CHICKEN COOP



Ideal for the Small Urban Farmer

- Complete Home for Chickens Includes: Nesting Area, Private Sleeping Space with Easy-Clean Floor Pan, Roosting Bar, Ramp and Ground Level Foraging Area
- Solid Wood Construction with Asphalt Roof for Added Weather Protection
- Multiple Doors Allow Easy Access to Your Pets and Eggs

111.2L x 39.8W x 41.1H in.
282L x 101W x 104H cm

•Dimensions may vary slightly/Les dimensions pouvant varier un peu

PRECISION®
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ENGINEERING SERVICES AGREEMENT

SEWER SEPARATION STUDY CITY OF WASHINGTON

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the **CITY OF WASHINGTON**, hereinafter referred to as the **Owner or City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City of Washington owns and operates a municipal sanitary sewerage system, and

WHEREAS, the City has performed initial investigations of the sanitary sewerage system and has identified certain cross connections exist between the storm sewer system and the sanitary sewer system, and

WHEREAS, the City desires to retain the Engineers to provide services to identify improvements and present associated costs that would be necessary to reduce the inflow and infiltration of stormwater into the sanitary sewer system by eliminating certain cross connections, hereinafter referred to as the **Project**.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City of Washington retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed the Project shall include the collection and evaluation of existing data provided by the City, directing City staff in the gathering of additional data required to prepare preliminary concepts, site visits as necessary to confirm structures and elevations, and the development of project scope and cost to eliminate cross connections.

- a. **PROJECT AREAS**

The areas to be studied in the Project shall include:

1. Area drain and sewer east of courthouse and sanitary sewer between buildings east of courthouse.
2. West Washington Street from South B Avenue to South D Avenue.
3. East 7th Street from North 4th Avenue to North 6th Avenue.

4. East Taylor Street from South 9th Avenue to South 12th Avenue.

b. INFORMATION PROVIDED BY CITY

City shall provide the following information to the Engineers for review:

1. Manhole and intake inspection forms and photos.
 2. Smoke testing forms, photos and incident maps.
 3. Sewer televising reports and video for sanitary sewer and storm sewer in study area. Engineer may direct City to obtain additional televising to determine extents of project areas.
 4. Maps of existing sanitary sewer system and storm sewer system.
 5. Copies of any previous studies that have been conducted on the sanitary sewer system or the storm sewer system in the project areas.
 6. Copies of plans for street improvements that have been completed in the project areas.
 7. Records for any sewer backups or bypassing that has occurred in the project areas.
 8. Any additional data or background information that may impact the location or alignment of proposed improvements.
-
2. **DESIGN SURVEYS.** The Engineers shall make surveys necessary to obtain critical elevations to determine if proposed concepts are viable.
 3. **CONFERENCES.** The Engineers shall attend such conferences with the Owner and/or his staff as may be necessary to make decisions as to the details of the Project.
 4. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the concepts developed for each area. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost.
 5. **COMPENSATION.** The City of Washington shall compensate the Engineers for its services by the payment of the Engineers' standard hourly fees, plus reimbursement of direct out-of-pocket expenses.
 - a. The maximum fee for services associated with the Sewer Separation Study shall not exceed Ten Thousand Dollars (\$10,000) based on hourly charges.

6. **PAYMENT.** The fees for professional services as set forth in 5. **COMPENSATION** shall be billed and payable monthly during the course of the performance of services under this Agreement.
7. **TIME OF COMPLETION.** The Engineers shall complete all services, through and including the preparation and presentation of the concept drawings, estimates and project scopes as follows:
 - a. Draft concepts and project scopes shall be presented to the City by August 16, 2013.
8. **SERVICES NOT INCLUDED.** Services not included under this Agreement include the following:
 - a. Preparation of plans and specifications for proposed project scopes is not included in this Agreement.
 - b. Topographic survey of project areas is not included in this Agreement.
 - c. Flow metering, smoke testing and televising services by the Engineers is not included in this Agreement.
9. **DISPUTE RESOLUTION**
 - a. Owner 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. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
 - c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.
10. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call of renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

- 11. CHANGES.** If after approvals of the plan or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.
- 12. EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications or additional bid lettings in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees plus expenses for personnel engaged in the authorized extra work.
- 13. 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.
- 14. INSURANCE.** The Engineers shall furnish the Owner 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) ** | *1,000,000/3,000,000 |
| Workers' Compensation, Statutory Benefits Coverage B | Statutory |
| Professional Liability** | 1,000,000/2,000,000 |
- * The Owner is not to be named as an additional insured.
**Occurrence/Aggregate
- 15. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
- 16. ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.

17. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

WASHINGTON, IOWA

ATTEST:

By _____

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____
Authorized Representative

ENGINEERING SERVICES AGREEMENT

CITY OF WASHINGTON INDUSTRIAL PARK SUBDIVISION PRELIMINARY PLAT PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the **CITY OF WASHINGTON**, hereinafter referred to as the **Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the Owner is now contemplating preparation of an **Industrial Park Subdivision Preliminary Plat**, hereinafter referred to as the **Project**, and

WHEREAS, the Owner has determined it would be appropriate to proceed with design of the Project, and

WHEREAS, the Owner desires to retain the services of the Engineers to provide professional services during design of the Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City of Washington retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed upon the Project shall include the following services:

Prepare a Preliminary Plat consistent with the requirements of the Washington Subdivision Ordinance.

- a. Prepare drawings following the Subdivision Ordinance in a format acceptable to the Washington County Recorder's office.
- b. Complete a drainage study of the 137 Acre site to include:
 1. Preliminary sizing and location for approximately three detention basins.
 2. Preliminary layout of Intake spacing and locations.
 3. Preliminary design of storm sewer sizes.
- c. Design of preliminary roadway plan and profiles for subdivision.
- d. Preliminary grading plan for detention basins and all developable industrial park lots.
- e. Preliminary design of sanitary sewer plan, profile and size.
- f. Preliminary design of water main plan, profile, and size.
- g. Coordination with utility companies for gas, electric, and communications.

2. **DESIGN SURVEYS.** Topographic and boundary surveys have been completed.
3. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The total fee for the Preliminary Plat shall be based on the standard hourly fees for the Engineers' personnel, plus direct out-of-pocket costs including reimbursable such as mileage and printing. The total fee for the Preliminary Plat shall not exceed the sum of Thirty-Five Thousand Dollars (\$35,000.00).
4. **PAYMENT.** The fees shall be due and payable as follows:
 - a. For the Preliminary Plat, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.
5. **LEGAL SERVICES.** The Owner shall provide the services of their Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
6. **SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
 - c. Services relating to negotiating the acquisition of right-of-way and easements, permanent or construction.
 - d. Final subdivision plat.
 - e. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area.
 - f. Materials testing for design, approval and use.
 - g. Grant writing or compliance requirements if funding is secured beyond local requirements and funding.

- h. Any services associated with detailed design, preparation of plans and specifications, construction administration, observation or project closeout for the awarded construction contract.
- j. Services associated with construction staking, right-of-way acquisition, right-of-way, easements and services beyond those included in the design of the Project, and condemnation proceedings.
- k. Soil borings or geotechnical analysis of the project area.

7. DISPUTE RESOLUTION

- a. Owner 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. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

- 8. **BETTERMENT.** When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by the Engineer or the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost for the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.
- 9. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

10. **CHANGES.** If after approvals of the plan or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.
11. **EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications or additional bid lettings in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees plus expenses for personnel engaged in the authorized extra work.
12. **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.
13. **INSURANCE.** The Engineers shall furnish the Owner 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 |
- * The Owner is not to be named as an additional insured.
** Occurrence/Aggregate
14. **TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
15. **ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.

16. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF WASHINGTON

ATTEST:

By _____

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____
Authorized Representative

ENGINEERING SERVICES AGREEMENT

CITY OF WASHINGTON COUNTRY CLUB ROAD WIDENING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the **City of Washington**, hereinafter referred to as the **Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the Owner is now contemplating construction of certain **Country Club Road Widening**, hereinafter referred to as the **Project**, and

WHEREAS, the Owner has determined it would be appropriate to proceed with design and construction of the Project, and

WHEREAS, the Owner desires to retain the services of the Engineers to provide professional services during design and construction of Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City of Washington retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed upon the Project shall include the following improvements:
 - a. Construction of a 2.5 ft Portland Cement Concrete curb and gutter on both sides of Country Club Road from S. Iowa Ave (County Highway W55) west to the City Limits approximately 600 ft, adjustments to existing driveways to match the new road and drainage, and installation of curb intakes where required for drainage.
2. **DESIGN SURVEYS.** The topographic survey is complete and not a part of this contract.
3. **DESIGN CONFERENCES.** The Engineers shall attend such conferences with the Owner and/or his staff as may be necessary to make decisions as to the details of design of the Project.
4. **REGULATORY REQUIREMENTS.** The design, and plans and specifications shall comply with the requirements of all applicable regulatory agencies including, but not limited to, the Iowa Department of Transportation.

5. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications set forth all the details required for the construction of the improvements. The specifications will indicate the quality standards for the materials to be used and will, in general, set forth the requirements of the City and the governmental agencies as to the standards for workmanship. Two (2) sets of final plans and specifications shall be submitted to the Owner.
6. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications to bidders for contract letting. Publication costs shall be borne by the Owner.
8. **COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided to contractors, plan rooms and suppliers during project bidding. The costs shall be reduced by the amount of non-refundable plan deposits collected by the Engineers. The costs of plans shall be separate from the fee provisions under "13. COMPENSATION".
9. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall provide services to assist in the bid letting process, and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
10. **PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.
11. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:
 - a. Consult with and advise Owner.

- b. Assist in interpretation of plans and specifications.
 - c. Review drawings and data of manufacturers.
 - d. Process and certify payment estimates of the Contractor to Owner.
 - e. Prepare and process necessary change orders or modifications to the construction contract.
 - f. Make routine and special trips to the Project site as required.
- 12. FINAL REVIEW.** The Engineers shall make a final review after construction is complete to determine that construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the City that construction is substantially in compliance with the plans and specifications.
- 13. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
- a. The fee for design services, design conferences and preparation of the plans and specifications for the Project shall be the lump sum fee of Three Thousand Dollars (\$3,000).
 - b. The total fee for general services during construction and final review of the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for general services is based on providing 14 hours of service and shall not exceed the sum of One Thousand Five Hundred Dollars (\$1,500).
 - d. The total fee for all engineering services for the Project shall not exceed the sum of Four Thousand Five-Hundred Dollars (\$4,500).
 - f. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in "**8. COSTS OF PLANS AND SPECIFICATIONS**" above as provided in Senate File 2389. The reimbursement of the costs of plans and distribution of plans as required under Senate File 2389 is not included in the fees for services set forth under this Agreement.
- 14. PAYMENT.** The fees shall be due and payable as follows:
- a. For design, preparation of plans and specifications, general services during construction and final review, and resident review, the fee shall be due and

payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.

15. **LEGAL SERVICES.** The Owner shall provide the services of their Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
16. **SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
 - c. Services relating to negotiating the acquisition of right-of-way and easements, permanent or construction.
 - d. Services related to underground utility replacements and repairs (water main and sanitary sewers and services)
 - e. Legal surveys and property surveys, other surveys necessary for preparation of easement drawings, are not included in this Project cost, in or out of the project area.
 - f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area.
 - g. Materials testing for design, approval and use.
 - h. Grant writing or compliance requirements if funding is secured beyond local requirements and funding.
 - i. Any services associated with construction administration, observation or project closeout not listed in Section 11 for the awarded construction contract.
 - j. Services associated with construction staking, right-of-way acquisition, right-of-way, easements and services beyond those included in the design of the Project, and condemnation proceedings.
 - k. Soil borings or geotechnical analysis of the project area.

17. DISPUTE RESOLUTION

- a. Owner 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. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

- 18. BETTERMENT.** When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by the Engineer or the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost for the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.
- 19. CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call of renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.
- 20. CHANGES.** If after approvals of the plan or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.

21. **EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications or additional bid lettings in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees plus expenses for personnel engaged in the authorized extra work.
22. **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.
23. **INSURANCE.** The Engineers shall furnish the Owner 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 |
- * The Owner is not to be named as an additional insured.
** Occurrence/Aggregate
24. **TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
25. **ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.
26. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF WASHINGTON

ATTEST:

By _____

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By 
Office Manager

By 
Authorized Representative

ORDINANCE NO. _____

**AN ORDINANCE DECLARING SURPLUS CERTAIN PROPERTY
AND PROVIDING FOR ITS DISPOSAL THEREOF**

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

SECTION 1. That a public notice was published at the direction of this Council and a public hearing held to consider declaring surplus a property generally described as: "That portion of East Sixth Street lying east of the right-of-way of North Seventh Avenue, Washington, Washington County, Iowa. Containing 9,807.60 square feet more or less."

SECTION 2. That the City Council has determined this property is surplus and wishes to dispose of said property.

SECTION 3. That said property is hereby declared surplus.

SECTION 4. Following proper notice, the City has received only one bid and will dispose of this property by consideration the passage of a Resolution transferring it to the bidder.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 17th day of July, 2013.

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 _____, 2013.

City Clerk

RESOLUTION NO. _____

**RESOLUTION DIRECTING THE GIFTING OF AN INTEREST IN REAL
PROPERTY FOLLOWING A PUBLIC HEARING**

WHEREAS, the City of Washington has determined that the portion of street right of way described as: "That portion of East Sixth Street lying east of the right-of-way of North Seventh Avenue, Washington, Washington County, Iowa. Containing 9,807.60 square feet more or less" is surplus and wishes to dispose of that property; and

WHEREAS, the City has received a bid from the owner of property adjacent to that street on 3 sides; and

WHEREAS, the City may gift said property to the adjacent landowner, Washington County, under the provisions of Section 364.7(3) of the Code of Iowa:

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

Section 1. On behalf of the City of Washington, the Mayor shall contract to sell and shall Deed the above-mentioned real estate to the party named therein.

Section 2. The City Clerk shall co-sign all such contracts and deeds. The deed shall be available 30 days after the date of this Resolution unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such fact to be noted on the official record of this Resolution.

Section 3. It is understood that this property is gifted to Washington County with the understanding that Washington County will assume all direct legal or administrative costs that may be necessary to process this transaction.

PASSED AND APPROVED this 17th day of July, 2013.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, Veenstra & Kimm, Inc. has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as “West Tyler Street 2013 Paving Project”; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 17th day of July, 2013.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as “West Tyler Street 2013 Paving Project” has been designed and publicized for bid; and

WHEREAS, the City Council has approved the plans, specifications, form of contract and estimate of cost:

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

Section 1. That the following bid for the construction of certain public improvements described in general as “West Tyler Street 2013 Paving Project”, described in the plans and specifications heretofore adopted by this Council on July 17, 2013, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: DeLong Construction

Amount of Bid: \$263,067.90

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED, this 17th day of July, 2013.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

BID TABULATION

**West Tyler Street Reconstruction
City of Washington Iowa**

West Tyler Street Reconstruction City of Washington Iowa					Engineer's Estimate		DeLong Construction		J & L Construction		Horsfield Construction	
					Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
Item	Item Code	Description	Quantity	Units	Price	Price	Price	Price	Price	Price	Price	Price
1	2101-0850002	CLEAR+GRUBB	13	UNIT	\$100.00	1,300.00	238.00	3094.00	65.00	845.00	150.00	1950.00
2	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	1675	CY	\$10.00	16,750.00	8.50	14237.50	9.95	16666.25	14.00	23450.00
3	2102-2713090	EXCAVATION, CL 13, WASTE	250	CY	\$15.00	3,750.00	7.50	1875.00	26.00	6500.00	14.00	3500.00
4	2105-8425015	TOPSOIL, STRIP, SALVAGE+SPREAD	200	CY	\$8.00	1,600.00	5.65	1130.00	18.00	3600.00	20.00	4000.00
5	2115-0100000	MODIFIED SUBBASE	265	CY	\$30.00	7,950.00	40.00	10600.00	39.06	10350.90	38.50	10202.50
6	2301-1033070	STD/S-F PCC PAV'T, CL C CL 3, 7"	1925	SY	\$35.00	67,375.00	30.00	57750.00	28.75	55343.75	39.75	76518.75
7	2123-7450000	SHLD CONSTRUCTION, EARTH	14	STA	\$100.00	1,400.00	285.00	3990.00	250.00	3500.00	210.00	2940.00
8	2307-0025003	AGG, RDWY COVER, 3/8"	4	TON	\$30.00	120.00	365.00	1460.00	400.00	1600.00	48.00	192.00
9	2307-0600451	BINDER BITUMEN, MC-3000	184	GAL	\$5.00	920.00	3.35	616.40	3.40	625.60	5.50	1012.00
10	2315-8275025	SURF, DRIVEWAY, CL A CR STONE	150	TON	\$35.00	5,250.00	21.60	3240.00	18.00	2700.00	21.00	3150.00
11	2416-0100012	APRON, CONC, 12"	1	EACH	\$500.00	500.00	577.00	577.00	650.00	650.00	785.00	785.00
12	2416-0100018	APRON, CONC, 18"	2	EACH	\$600.00	1,200.00	790.00	1580.00	690.00	1380.00	820.00	1640.00
13	2435-0130148	MANHOLE, SAN SWR, SW-301, 48"	3	EACH	\$4,000.00	12,000.00	3,680.00	11040.00	3,000.00	9000.00	2,700.00	8100.00
14	2435-0140148	MANHOLE, STORM SWR, SW-401, 48"	1	EACH	\$4,000.00	4,000.00	2,235.00	2235.00	2,200.00	2200.00	2,500.00	2500.00
15	2435-0250100	INTAKE, SW-501	6	EACH	\$3,000.00	18,000.00	3,166.00	18996.00	2,000.00	12000.00	2,200.00	13200.00
16	2435-0251236	INTAKE, SW-512, 36"	1	EACH	\$2,000.00	2,000.00	3,800.00	3800.00	1,490.00	1490.00	1,500.00	1500.00
17	2435-0251310	INTAKE, SW-513 MOD	1	EACH	\$6,000.00	6,000.00	4,125.00	4125.00	2,700.00	2700.00	3,000.00	3000.00
18	2502-8212034	SUBDRAIN, LONGITUDINAL, (SHLD) 4"	860	LF	\$10.00	8,600.00	10.15	8729.00	10.29	8849.40	16.00	13760.00
19	2502-8220193	SUBDRAIN OUTLET (RF-19C)	12	EACH	\$100.00	1,200.00	318.00	3816.00	200.00	2400.00	175.00	2100.00
20	2503-0134212	STORM SWR G-M/CAS,TRNCHED, RCP 2000D,12"	80	LF	\$30.00	2,400.00	32.70	2616.00	51.00	4080.00	42.00	3360.00
21	2503-0134215	STORM SWR G-M/CAS,TRNCHED, RCP 2000D,15"	80	LF	\$32.00	2,560.00	34.70	2776.00	32.38	2590.40	43.00	3440.00
22	2503-0134218	STORM SWR G-M/CAS,TRNCHED, RCP 2000D,18"	580	LF	\$35.00	20,300.00	38.80	22504.00	36.10	20938.00	44.00	25520.00
23	2503-0200036	RMV STORM SWR PIPE LE 36"	150	LF	\$10.00	1,500.00	18.60	2790.00	15.00	2250.00	12.00	1800.00
24	2504-0114008	SAN SWR G-MAIN, TRENCHED, PVC, 8"	616	LF	\$50.00	30,800.00	25.25	15554.00	50.00	30800.00	55.00	33880.00
25	2504-0200404	SAN SWR SERVICE STUB, PVC, 4"	430	LF	\$30.00	12,900.00	17.50	7525.00	40.00	17200.00	52.00	22360.00
26	2504-0240036	RMV SAN SWR PIPE LE 36"	250	LF	\$10.00	2,500.00	18.00	4500.00	10.00	2500.00	20.00	5000.00
27	2504-0320300	SAN SWR CLEANOUT, SW-203	2	EACH	\$100.00	200.00	1,135.00	2270.00	450.00	900.00	500.00	1000.00
28	2507-8029000	EROSION STONE	30	TON	\$40.00	1,200.00	35.00	1050.00	26.00	780.00	48.00	1440.00
29	2510-6745850	RMVL OF PAV'T	65	SY	\$7.00	455.00	20.00	1300.00	10.75	698.75	22.00	1430.00
30	2515-2475006	DRIVEWAY, PCC, 6"	65	SY	\$35.00	2,275.00	35.00	2275.00	36.00	2340.00	65.00	4225.00
31	2518-6891820	PERMANENT RD CLOSURE, URBAN, SI-182	1	EACH	\$800.00	800.00	550.00	550.00	550.00	550.00	550.00	550.00
32	2524-6765010	RMV+REINSTALL SIGN	2	EACH	\$100.00	200.00	200.00	400.00	220.00	440.00	200.00	400.00
33	2526-8285000	CONSTRUCTION SURVEY	1	LS	\$5,000.00	5,000.00	5,800.00	5800.00	5,800.00	5800.00	6,000.00	6000.00
34	2528-8445110	TRAFFIC CONTROL	1	LS	\$5,000.00	5,000.00	2,475.00	2475.00	2,400.00	2400.00	2,475.00	2475.00
35	2533-4980005	MOBILIZATION	1	LS	\$5,000.00	5,000.00	20,000.00	20000.00	19,500.00	19500.00	20,000.00	20000.00
36	2601-2634105	MULCH, BONDED FIBER MATRIX	1.5	ACRE	\$1,000.00	1,500.00	3,765.00	5647.50	1,175.00	1762.50	1,500.00	2250.00
37	2601-2636044	SEED+FERTILIZE (URBAN)	1.5	ACRE	\$1,000.00	1,500.00	1,930.00	2895.00	3,900.00	5850.00	3,000.00	4500.00
38	2601-2639010	SOD	50	SQ	\$100.00	5,000.00	80.00	4000.00	55.00	2750.00	70.00	3500.00
39	2602-0000020	SILT FENCE	670	LF	\$2.00	1,340.00	2.55	1708.50	3.75	2512.50	5.00	3350.00
40	2602-0000071	RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	670	LF	\$2.00	1,340.00	1.15	770.50	1.00	670.00	1.50	1005.00
41	2602-0000101	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	670	LF	\$2.00	1,340.00	1.15	770.50	0.50	335.00	2.00	1340.00

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF
WASHINGTON, IOWA, BY AMENDING CHAPTER 65.04 "SCHOOL STOPS"-
SOUTH AVENUE B AND NORTH DRIVE OF HIGH SCHOOL**

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

SECTION 1. **Add Phrase.** Section 65.04, "School Stops", New Paragraph 9 "South Avenue B and north/circle drive to high school (northbound and southbound stop)."

SECTION 2. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2013.

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 _____, 2013.

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF WASHINGTON, IOWA, CHAPTER 55
PERTAINING TO ANIMAL PROTECTION AND CONTROL**

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

SECTION 1. Delete Paragraph. Section 55.16, “Seizure, Impoundment and Disposition of Vicious Dogs, Illegal Animals and Dangerous Animals”, Paragraph 2 is hereby repealed.

SECTION 2. Add Paragraph. A new Section 55.16, “Seizure, Impoundment and Disposition of Vicious Dogs, Illegal Animals and Dangerous Animals”, Paragraph 2 is hereby adopted as follows:

**55.16 SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS DOGS,
ILLEGAL ANIMALS AND DANGEROUS ANIMALS.**

2. If, after hearing, the City Council determines an animal is an offending animal held in violation of this chapter as set out in the notice of hearing, the Council shall order the person owning, sheltering or harboring or keeping the animal to confine the animal as required by this chapter, remove it from the City or have it destroyed. The order shall immediately be served upon the person against whom it is issued in the same manner as the notice of hearing. If the order is not complied with within three days of its issuance, the Police Chief is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the person against whom the order of the City Council was issued has not appealed such order, or has not complied with the order, the Police Chief shall cause the animal to be destroyed. Before being returned to the owner, an unaltered dog shall be surgically spayed or neutered, unless the dog has been duly registered for breeding purposes.

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

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect after final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2013.

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 _____, 2013.

City Clerk

RESOLUTION NO. _____

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

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

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

The property of James D. Blum at 1009 E. Washington St. for the amount of \$130.00. Legal description (BAKERS SD LOT G EXC ROSEWOOD SD & S 146FT). Parcel Number (11-17-476-034).

The property of DEPT. OF HOUSING & URBAN DEVELOPMENT at 719 N. B Ave. for the amount of \$70. Legal description (02 05 J H YOUNGS ADD N1/2). Parcel Number (11-17-107-007).

The property of Misty Utzinger at 608 S. 9th Ave. for the amount of \$35.00. Legal description (2 A W CHILCOTES OL ADD S 50 FT OF N 160 FT). Parcel Number (11-20-226-003).

The property of David R. Haywood Sr. at 1114 N. Iowa Ave. for the amount of \$50.00. Legal description (08 42 HIGHLAND PARK ADD LOT 7 &). Parcel Number (11-08-391-001).

The property of Shirley Masi at 1002 N. 2nd Ave. for the amount of \$180.00. Legal description (09 02 W SMOUSES N SID ADD LOT 8 & S 57 FT). Parcel Number (11-17-128-005).

The property of Omer E. Hershberger at 623 N. 7th Ave. for the amount of \$150.00. Legal description (02 02 L&W SMOUSES NE ADD). Parcel Number (11-17-253-009).

The property of Debra S. Herrmann at 612 E. Tyler St. for the amount of \$75.00. Legal description (3Q S CIRCLE DR SD LOT 3P & S 12 FT LOT 3T & S 100 FT OF W 17.5 FT). Parcel Number (11-20-252-017).

and,

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

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

Passed and Approved this 17th day of July, 2013.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

*Development Services Department
215 East Washington Street
Washington, IA 52353
319-653-6584*



MEMO

To: City Council
From: Keith Henkel, City Engineering Technician
Date: 07/15/2013
Re: Acceptance, Final Payment and Closure of the 2013 Seal Coat Project

Council Members,

I have placed a resolution to council to accept and close the 2013 Seal Coat Project with the final payment to L.L.Pelling of \$95,546.20. This payment is above the quote from Pelling for the project which was received at \$85,928.90. The net results are an additional \$9617.30. This overage resulted from some additional work JJ Bell authorized Pelling to do; including grade preparation at the maintenance building as well as additional seal coat to streets. JJ Bell and I both agree that the final bill from Pelling reflects the additional work that was requested. It is my recommendation to council that the project be accepted, closed and the final payment to L.L. Pelling in the amount of \$95,546.20 be paid.

Thank You,



Keith Henkel

cc: Sandra Johnson; Brent Hinson; JJ Bell

RESOLUTION NO. 2013-_____

RESOLUTION ACCEPTING PROJECT AND
AUTHORIZING FINAL PAYMENT FOR THE 2013 SEAL COAT PROJECT

WHEREAS, L.L.Pelling has completed the work and submitted an invoice for payment for work and materials furnished for the hereinafter referenced project in the amount of \$95,546.20; and

WHEREAS, the City Engineering Technician has certified completion of the above-referenced project and recommend acceptance thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA, that said project be accepted and payment in the amount of \$95,546.20 be hereby approved to L.L. Pelling for work performed and materials furnished in relation to the 2013 Seal Coat Project.

PASSED AND APPROVED this 17th day of July 2013.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk



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

INVOICE

Contract : 1878.13 2013 Washington Chip Seal Coat

Invoice # :	11767
Date :	6/25/2013
Customer # :	100221
Cust Job :	1878.13 City of Washington
Cust PO :	
Total Due:	95,546.20

To : Washington, City of
PO Box 516
Washington, IA 52353

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract Item	Quantity	Unit Price	U/M	Amount
10 Mobilization / Traffic Control	1.00 ✓	13,605.00	LS.	13,605.00
20 Surface Correction	4,444.00	1.25	SY	5,555.00
30 Primer Bitumen MC-70	916.47 ✓	3.70	GAL	3,390.94
40 Binder Bitumen MC-3000	13,392.06 ✓	3.20	GAL	42,854.59
50 Cover Aggt.	564.74 ✓	41.20	TON	23,267.29
60 Granular Subbase	168.87 ✓	27.85	TON	4,703.03
70 Add on Grade Prep at Shop	3,339.00	0.65	SY	2,170.35
Total Due This Invoice :				95,546.20

Contract terms prevail if contract and terms are present. Otherwise, payment is due on receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expenses incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.