

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

Call to Order

Pledge of Allegiance

Roll call

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

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

SPECIAL PRESENTATIONS

Washington Tree Committee Annual Report

Consent Agenda:

1. Council Minutes 01-16-2013
2. Council Minutes 01-23-2013
3. Council Minutes 01-30-2013
4. Liquivision Technology, Inc., Clean & Inspect S. Clearwell Reservoir & S. Tower, \$3,680.00
5. French-Reneker-Associates, Land Survey, \$2,300.00
6. Fox Engineering, Wastewater Treatment Plant, \$6,505.60
7. Fox Engineering, Water System Facility Plan, \$3,885.00
8. V&K, Washington Zoning, \$1,895.40
9. V&K, Country Club Road Survey, \$300.00
10. V&K, S. Iowa Avenue Overlay & Curb Ramps, \$420.00
11. Snyder & Associates, Preparation of Two Urban Renewal Plans, \$3,747.00
12. Snyder & Associates, Rehabilitate Runway 13/31, \$1,000.05
13. CPA Associates, Fiscal Year 2012 City Audit, \$17,000.00
14. JR Construction, Housing Rehabilitation Project, \$17,632.50
15. bp One Trip, 1504 E. Washington Street, Class C Beer Permit (BC) (carryout beer), Sunday Sales.
(renewal)
16. Department Reports

Claims and Financial Reports:

Claims as Presented.

OLD BUSINESS

Discussion and Consideration of Continuation of the Airport Runway Project.

NEW BUSINESS

Discussion and Consideration of Lease Amendment with Public Health.

Discussion and Consideration of Offer to Buy Real Estate (1307 N. 2nd Ave.)

Discussion and Consideration of Engineering Services Agreement with V & K (W. Tyler St. Drainage Study)

Discussion and Consideration of Engineering Services Agreement with V & K (S. Ave. B Water Main)

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Third Reading of An Ordinance Amending the Code of the City of Washington, Iowa, By Amending Chapter 69.07 Handicapped Parking by adding "X" "In the Center of N. Iowa Avenue, two spaces midway between 2nd Street and Main Street".

First Reading of An Ordinance Providing for Division of TIF Revenue (Highland Park East),

Discussion and Consideration of a Resolution Establishing New Funds (Water Sinking, Sewer Sinking, & Municipal Building Project)

Discussion and Consideration of a Resolution Creating a City Attorney Transition Task Force and Confirming Appointments.

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 01-16-2013

The Council of the City of Washington, Iowa, met in Regular Session in the council chambers, 120 E. Main Street, at 6:00 P.M., Wednesday, January 16, 2013. Mayor Johnson in the chair. On roll call present: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Absent: none.

Motion by Stark, seconded by Kendall, that the agenda be approved as presented. Motion carried unanimously.

May Farlinger from Alliant Energy presented the City of Washington with a rebate check for \$44,000 for energy efficient products including geo-thermal in the new wastewater treatment plant.

Washington Public Library Director Debbie Stanton gave an update on the library.

Washington Parks and Recreation Superintendent Tim Widmer gave an update on the parks and pool.

Consent Agenda

1. Council Minutes 01-02-2013
2. Fox Engineering, Sanitary Sewer Collection System, \$3,132.50
3. Iowa Bag & Recycling, Containers for Recycling Carts, \$6,575.64
4. ECICOG, CDBG Housing Rehabilitation Project, \$2,116.00
5. Snyder & Associates, Washington Municipal Airport AGIS, \$11,200.00
6. Department Reports

Mayor Johnson requested that item #1 be removed from the agenda. The minutes for 01-02-2013 were amended to read "Due to Ash Wednesday, February 13, the council will meet in Special/Work Session at 6:00 P.M., Tuesday February 12, 2013 in the Nicola-Stoufer Room in the public library at 115 W. Washington Street."

Motion by Stark, seconded by Kendall, to approve consent items 2-6. Motion carried unanimously.

Motion by Shepherd, seconded by Kendall, to approve as amended consent item 1. Motion carried unanimously.

Kim Hunsaker from PCA Associates gave the council the FY 2012 City of Washington audit results.

City Accountant Joe Myers gave the December Financial MTD and YTD Reports.

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

Motion by Shepherd, seconded by Shellmyer, that Wines & Spirits, 106 W. 2nd Street, Class E Liquor License, Class B Wine Permit (carryout wine), Class C Beer Permit (carryout beer), Sunday Sales. (**renewal**) be approved. Motion carried unanimously.

Mayor Johnson announced Sue Basten and Terri Walker have been appointed to the Housing Task Force.

Motion by Shepherd, seconded by Shellmyer, to approve the mayoral affirmation of Washington Fire Department Officers for 2013. They are Fire Chief Tom Wide, 1st Assistant Chief Craig Rembold, 2nd Assistant Chief Jim Williams, Secretary/Treasurer Tom Beauchamp. Motion carried unanimously.

After discussion, City Administrator Brent Hinson was directed to write a Special Assessment Policy and bring it to council for action.

Motion by Stark, seconded by Shepherd, to approve the amended Agreement for Private Development with Insurance on the Avenue. Motion carried unanimously.

Motion by Shellmyer, seconded by Zieglofsky, to approve the second reading of An Ordinance Amending the Code of the City of Washington, Iowa, By Amending Chapter 69.07 Handicapped Parking by adding "X" "In the Center of N. Iowa Avenue, two spaces midway between 2nd Street and Main Street". Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglofsky. Nays: none. Motion carried.

Motion by Shepherd, seconded by Zieglofsky, to approve as amended the Resolution on Water Billing Procedures. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglofsky. Nays: none. Motion carried. **(Resolution No. 2013-003)**

Motion by Zieglofsky, seconded by Hagie, to approve as amended the Resolution Amending Permit Fees. The effective date of the changes will be February 1, 2013. Roll call on said motion as follows: Ayes: Hagie, Shellmyer, Stark, Zieglofsky. Nays: Kendall, Shepherd. Motion carried. **(Resolution No. 2013-004)**

Motion by Kendall, seconded by Zieglofsky, that the Regular Session held at 6:00 P.M., Wednesday, January 16, 2013 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Council Minutes 01-23-2013

The council of the City of Washington, Iowa, met in Special Council Meeting/Work Session in the Nicola-Stoufer Room, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Wednesday, January 23, 2013. Mayor Johnson in the Chair. On roll call present: Hagie, Kendall, Shellmyer, Shepherd, Stark. Absent: Zieglowsky.

Motion by Stark, seconded by Kendall, that the agenda for the Special Council Meeting/Work Session to be held at 6:00 P.M., Wednesday, January 23, 2013 be approved as proposed. Motion carried unanimously.

City Administrator Brent Hinson went through a power point presentation giving the council a general over view of each of the City's financial funds and his projections for revenues and expenditures for each fund for Fiscal Year 2014.

There was general council discussion on several items. The budget discussions for Fiscal Year 2014 will continue at a Special Council Meeting/Work Session to be held at 6:00 P.M., Wednesday, January 30, 2013 in the Nicola-Stoufer Room in the Washington Public Library at 115 W. Washington Street.

Motion by Shepherd, seconded by Stark, that the Special Council Meeting/Work Session held at 6:00 P.M., Wednesday, January 23, 2013 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Council Minutes 01-30-2013

The council of the City of Washington, Iowa, met in Special Council Meeting/ Work Session in the Nicola-Stoufer Room, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Wednesday, January 30, 2013. Mayor Johnson in the Chair. On roll call present: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Absent: none.

Motion by Stark, seconded by Kendall, that the agenda for the Special Council Meeting/Work Session to be held at 6:00 P.M., Wednesday, January 30, 2013 be approved as proposed. Motion carried unanimously.

Motion by Stark, seconded by Hagie, to approve the Resolution Approving Memorandum of Agreement on Oakwood Annexation. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. **(Resolution No. 2013-005)**

Motion by Shepherd, seconded by Hagie, to approve the Resolution Assessing Delinquent Utility Account to Taxes. Roll call on said motion as follows: Ayes: Hagie, Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. **(Resolution No. 2013-006)**

City Administrator Brent Hinson and the council reviewed each city department's proposed budgets with some emphasis on any special project or need requested by the department and funding for the requests for Fiscal Year 2014.

Budget discussion will continue at the Regular Council Session to be held on Wednesday, February 6 and at a Special Council Meeting/Work Session to be held on Tuesday, February 12.

Motion by Stark, seconded by Shepherd, that the Special Council Meeting/Work Session held at 6:00 P.M., Wednesday, January 30, 2013 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Liquivision Technology, Inc.
 711 MARKET STREET
 KLAMATH FALLS, OR 97601
 (541) 883-6473

Invoice

DATE	INVOICE #
7/17/2012	4186

BILL TO
City of Washington John Hays 215 E. Washington St. Washington, IA 52353

COPY

P.O. NO.	TERMS	TEAM	PROJECT
	2% 10 Net 30.	T3	IA3095112R1-2T3

ITEM	QTY	DESCRIPTION	RATE	SERVICED	AMOUNT
Clean & ...	1	Clean & Inspect South Clearwell Reservoir	1,480.00	7/21/2012	1,480.00
Clean & ...	1	Clean & Inspect South Tower Reservoir	1,750.00		1,750.00
Mobilizat...	1	Mobilization fee	450.00		450.00T
		Out-of-state sale, exempt from sales tax	0.00%		0.00
600-6-8010- <u>6350</u> Initials <u>CM</u> <u>BH</u> EXP. _____ Vender # _____ Date Rec. <u>7-17-2012</u> Due Date _____ Inv # _____					
Total					\$3,680.00

Thank you for your prompt attention!

Invoice

FRENCH-RENEKER-ASSOCIATES, INC.
P.O. Box 135
Fairfield, IA 52556
Telephone (641) 472-5145
EIN 42-0925552

December 31, 2012
 Project No: 12134.00
 Invoice No: 0010951

Mr. Joe McConnell
 Lloyd, McConnell, Davis & Lujan, LLP
 211 W. Washington St.
 Washington, IA 52353-203

Project 12134.00 McConnell Land Survey 7-75-07 Wash. Co.

Engineering services through December 31, 2012 in connection with a boundary survey of 46.868 net acres in the Southeast Quarter of Section 7, Township 75 North, Range 07 West of the Fifth Principal Meridian, Washington County, Iowa as provided in our Letter Agreement dated December 11, 2012.

This work included courthouse research, field survey and preparation of the plat of survey and legal description.

Professional Services through December 31, 2012

Fee

Total Fee	2,300.00			
Percent Complete	100.00	Total Earned	2,300.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	2,300.00	
		Total Fee		2,300.00

Billing Limits

	Current	Prior	To-Date
Total Billings	2,300.00	0.00	2,300.00
Limit			2,300.00

Total this Invoice \$2,300.00

Thank you! John W. Meyer



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 34778
 Date 12/30/2012

Project **204508A Washington Wastewater Treatment Plant**

Professional Services for the Period of 12/01/2012 to 12/22/2012

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	5,286.25
Reimbursables	226.85
Outside Services	600.00
Riesberg Engineering Company	
Phase subtotal	6,113.10
Post Construction	
Professional Fees	392.50
Invoice total	\$6,505.60

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

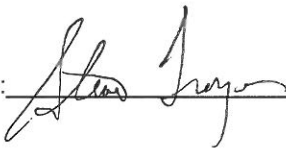
City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 34784
 Date 12/30/2012

Project **342412A Washington Water System
 Facility Plan**

Professional Services for the Period of 12/01/2012 to 12/22/2012

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Facility Plan	38,850.00	95.00	33,022.50	36,907.50	3,885.00
Total	38,850.00	95.00	33,022.50	36,907.50	3,885.00
				Invoice total	\$3,885.00

Approved by:  _____

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



VEENSTRA & KIMM, INC.

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

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

STATEMENT OF PROFESSIONAL SERVICES

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

January 25, 2013
Project No: 24616-001
Invoice No: 8

Project Manager Dave Schechinger

Engineering services for Washington Zoning:

Professional Services from December 16, 2012 to January 19, 2013

Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	18.00	105.00	1,890.00	
Totals	18.00		1,890.00	
Total Labor				1,890.00

Unit Billing

Duplication			2.00	
Duplication-8.5 X11 Color			3.40	
Total Units			5.40	5.40

Total this Invoice \$1,895.40



VEENSTRA & KIMM, INC.

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

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

STATEMENT OF PROFESSIONAL SERVICES

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

January 25, 2013
Project No: 24616-003
Invoice No: 5

Project Manager Leland Belding III

Engineering services for Country Club Road Survey:

Professional Services from December 16, 2012 to January 19, 2013

Professional Personnel

	Hours	Rate	Amount	
Engineer III-B	3.00	100.00	300.00	
Totals	3.00		300.00	
Total Labor				300.00
		Total this Invoice		\$300.00



VEENSTRA & KIMM, INC.

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

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

STATEMENT OF PROFESSIONAL SERVICES

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

January 25, 2013
 Project No: 24624
 Invoice No: 7

Project Manager Leland Belding III

Engineering services for Iowa Avenue Overlay & Curb Ramps:

Professional Services from December 16, 2012 to January 19, 2013

Professional Personnel

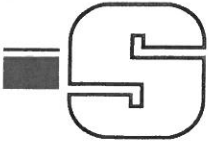
	Hours	Rate	Amount	
Engineer III-A	4.00	105.00	420.00	
Totals	4.00		420.00	
Total Labor				420.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	420.00	33,015.34	33,435.34	
Limit			34,500.00	
Remaining			1,064.66	
		Total this Invoice		\$420.00

Billings to Date

	Current	Prior	Total
Labor	420.00	31,040.00	31,460.00
Expense	0.00	99.90	99.90
Unit	0.00	1,875.44	1,875.44
Totals	420.00	33,015.34	33,435.34



INVOICE FOR PROFESSIONAL SERVICES

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

January 14, 2013

Invoice No: 112.0937.08 - 1

Project 112.0937.08 Preparation of Two Urban Renewal Plans

Professional Services through December 31, 2012

Consulting Services

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Project Manager III	33.50	94.00	3,149.00	
Administrative II	11.50	52.00	598.00	
Total Services	45.00			3,747.00
			Task Subtotal	\$3,747.00

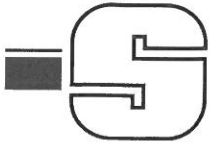
Amount Due this Invoice \$3,747.00

	<u>Total</u>	<u>Prior</u>	<u>Current</u>
Billings to Date	3,747.00	0.00	3,747.00

Snyder & Associates, Inc.

Pat Callahan

Patrick Callahan



ENGINEERS & PLANNERS SNYDER & ASSOCIATES, INC.

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES SUMMARY

Mike Roe
Washington Airport Commission
PO Box 516
Washington, IA 52353

Invoice Date: 1/22/2013

Invoice No: 14
Billing Period: 9/1/2012 to 12/31/2012
S&A Project No: 109.1021.01

Client Project #:
County: Washington
Rehabilitate Runway 13/31

	Contract Estimate	Cumulative to Date	Previous Invoices	Current Period
Labor Dollars	\$65,893.20	\$0.00	\$0.00	\$0.00
Overhead 152.83%	\$100,704.58	\$0.00	\$0.00	\$0.00
Overhead Adjustments		\$0.00	\$0.00	\$0.00
Direct Expenses	\$9,750.00	\$0.00	\$0.00	\$0.00
Subconsultants (including authorized contingency)				
Materials Testing	\$22,000.00	\$0.00	\$0.00	\$0.00
Electrical Review	\$5,000.00	\$0.00	\$0.00	\$0.00
Subtotal	\$203,347.78	\$0.00	\$0.00	\$0.00
Design Phase- Lump Sum	\$200,010.11	\$198,010.01	\$197,009.96	\$1,000.05
Fixed Fee	\$16,659.78	\$0.00	\$0.00	\$0.00
Authorized Contingency	\$0.00			
Total Authorized Amount	\$420,017.67			
Total Billed to Date	\$198,010.01	\$198,010.01	\$197,009.96	\$1,000.05
Remaining Authorized Balance	\$222,007.66			

Unauthorized Contingency
Snyder & Associates \$0.00

310-6-6020-6762-102

002-6-2080 Initials *JEH*

EXP. *Runway 13-31*

Vender # _____ Date Rec. *2-1-13*

Due Date _____ Inv # _____

SNYDER & ASSOCIATES, INC.

Carl Byers (as)
Carl Byers

REMIT TO:

SNYDER & ASSOCIATES ENGINEERS & PLANNERS, INC.

2727 SW Snyder Blvd. - PO Box 1159, Ankeny, IA 50023

email: ar@snyder-associates.com

Federal E.I.N. 42-1379015



C P A A S S O C I A T E S P C
C E R T I F I E D P U B L I C A C C O U N T A N T S

401 South Roosevelt Avenue - Suite 2A, PO Box 547, Burlington, IA 52601 / 319 752 6348 / fax: 319 752 8644 / info@cpaapc.com

January 18, 2013

City of Washington, Iowa
215 East Washington Street
Washington, IA 52353

Services rendered in connection with examination
of financial statements:

Partner hours – 52 hours	\$5,215
Staff – 167 hours	13,185
Expenses	<u>332</u>
	<u>\$18,732</u>
Actual bill	<u>\$17,000</u>

CITY OF WASHINGTON HOUSING REHABILITATION PROGRAM

Homeowner Name: David & Rose Streff
Address: 222 E. 6th Street
 Washington, IA 52353

Contractor Name: JR Construction
Address: 2045 190th Street
 Washington, IA 52353
Phone: 319-653-3698

FINAL PAYMENT REQUEST

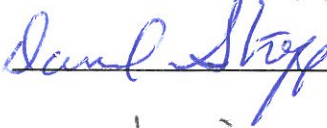
Final Items Completed:		\$9,830.00
Final Lead Items Completed:		\$4,828.00
New Change Order Total:		\$1,432.00
Total:		\$16,090.00
Add Retainage 10%		\$1,542.50
Final Payment Due:		\$17,632.50


Payment Summary	Partial Payment 1:	\$13,882.50
	Partial Payment 2:	\$17,632.50
	Final Payment:	\$31,515.00
\$28,123.00	\$3,392.00	\$31,515.00
Original Contract +	Total Change Orders =	Total Payment

The undersigned contractor certifies that all work is completed in regards to this request for payment in accordance with the contract documents and that all work to date was inspected.

General Contractor:  **Date:** 2-1-13

A property inspection has been made and the work completed to date meets my satisfaction in accordance with the construction contract. I authorize the release of payment.

Property Owner:  **Date:** 1 Feb 2013

Approved by the
ECICOG Project Administrator:  **Date:** 2/1/13

Housing Inspector:  **Date:** 2/1/13

Grantee (City) Representative: _____ **Date:** _____

License Application (BC0027956)

Applicant

Name of Applicant:	<u>Cobb Oil Co., Inc.</u>		
Name of Business (DBA):	<u>bp One Trip</u>		
Address of Premises:	<u>1504 E Washington St</u>		
City: <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>	
Business Phone:	<u>(319) 653-2243</u>		
Mailing Address:	<u>1504 E Washington St</u>		
City: <u>Washington</u>	State: <u>IA</u>	Zip: <u>52353</u>	

Contact Person

Name:	<u>Mark Cobb</u>		
Phone:	<u>(319) 653-2243</u>	Email Address:	

Classification: Class C Beer Permit (BC)

Term: 12 months

Effective Date: 04/01/2013

Expiration Date: 03/31/2014

Privileges:

Class C Beer Permit (BC)
Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>8663</u>	Federal Employer ID #	<u>42-1110174</u>

Ownership

Mark Cobb

First Name: Mark

Last Name: Cobb

City: Brighton

State: Iowa

Zip: 52540

Position President

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

Insurance Company:	<u>First Western Insurance</u>		
Policy Effective Date:		Policy Expiration Date:	
Bond Effective Continuously:		Dram Cancel Date:	
Outdoor Service Effective Date:		Outdoor Service Expiration Date:	
Temp Transfer Effective Date:		Temp Transfer Expiration Date:	

Maintenance and Construction Report

1/5/13-1/18/13

STREETS: M/C Personnel picked up the Christmas trees throughout the town and up at Central Park (approx 110 trees). Personnel replaced 2 stop ahead signs, 4 stop signs, 2 yield signs and 7 school crossing signs around town. Personnel also installed 9 No Parking signs where Council had passed resolutions last fall near N/S 2nd Ave and North Ave B. The street sweeper operated in a small portion of the town while weather permitted. Crews salted the entire town once because of snowy weather which created slick conditions. Personnel bladed a couple alleys and placed a little rock where deemed necessary.

WATER DISTRIBUTION: M/C Personnel repaired 2 water main breaks, #800 West Main St where a 4" CIP needed a 5' section replaced with PVC and the other on an inch lead service feeding 2 residences. Personnel worked on 2 water services, one needing a new rod and the other was a new 1" tap on a 12" PVC for Golden Harvest at #1575 West 5TH St. Personnel tapped into a 12" water main with an 1 ½" water line servicing three residences along Hwy 1/92, eliminating over 400' of water line to be disconnected in the spring.

SEWER COLLECTION: M/C Personnel installed a 4" sewer tap at #1575 West 5th St. Personnel vac'd out both lift stations at Lexington and Parkside, getting 3 loads of debris.

STORM SEWER COLLECTION: M/C Personnel N/A

MECHANIC/SHOP/CEMETERY: M/C Personnel had 2 funeral services at Elm Grove Cemetery. Personnel serviced grader (replaced cutting edge), #611 (new back-up alarm and coolant censor), vac trailer, #601 (repair hydraulic leak), #117 (diagnosed engine light and ordered parts), #501 (rotate tires), PD #87 (diagnosis and price quotes for repair) and #303 (brakes and engine miss).

OTHER: M/C Personnel hauled numerous loads of 1" road stone, 1" ballast and sand back to the stock pile. Personnel responded to 24 One Call Locates. Personnel attended a SASSO safety meeting on chains/slings. Personnel attended a water meeting for CEU's.

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.

Elm Grove & Woodlawn Cemeteries

Council Report for January 2013

By Nicholas Duvall

This month we have finished up our budget planning for 2013-2014. We have also been servicing mowers and had two that needed all of the deck bearings replaced. We took delivery of our new mower this month also. We have also been working on writing a grant for the WCRF for funds to replace foundations of monuments in Elm Grove and Woodlawn that are in need of repair.

We have plowed snow four times this month at cemetery, and four times at the airport. We have also plowed downtown twice and three times at WWTP on their sidewalks. We have also been doing some maintenance to the buildings as well as general housekeeping.

We have had seven funerals this month and one disinterment. That gives us a total of 77 funerals for the year. This month we plan to finish servicing mowers to get them ready for spring and continuing on updating records as time allows.

**WWTP report for
February 6, 2013
Council Meeting**

- **After hour alarm and dog call outs**
31st WWTP, Post SBR tank high water alarm, 6:30 p.m. Jason
- **Dept Head meetings** – I attended the meetings on the 22nd & 29th.
- **Lexington Blvd lift station pump** – We got the repaired pump back from Iowa City Electric Motors on the 24th. We got it installed that afternoon. THANKS to M/C for being on standby with their sewer vacuum trailer. We didn't need to use the vac trailer. The cost of the repair was \$3,690.50.
- **WWTP generator** – 3E Company was here on the 29th to service the generator as part of our Customer Preventative Maintenance Agreement.
- **WWTP equipment** – We have serviced some more of the WWTP equipment. The equipment being serviced has reached the break-in hour limits. All other equipment that has been in service since August 23, 2012 that hasn't been will be changed by February 23, 2013 as that will be the 6 month break-in limit.
- **Dog pound furnace** – Armstrong Heating got the new furnace installed on January 17, 2013.

**Fred E. Doggett
2/1/2013 2:28 PM**

SANITATION	LUKE WASTE MANAGEMENT	REFUSE AND RECYCLING- JAN	19,400.30	
	WASH CO. HUMANE SOCIETY	JAN COLLECTIONS	519.21	
		TOTAL:	19,919.51	
POLICE	ACE-N-MORE	SUPPLIES	5.99	
	ARAMARK UNIFORM SERV INC.	SERVICE	150.28	
	BUSINESS SYSTEMS INC.	CONTRACT	117.03	
	CDW GOVERNMENT, INC.	PARTS	129.66	
	CHAD ZEAR	REISSUE CHECK	120.63	
	DIGITAL ALLY	BATTERY PACK/SOFTWARE	435.00	
	GALL'S INC.	UNIFORM PANTS	58.88	
	GRETTER AUTOLAND INC.	PARTS	60.64	
	GRETTER AUTOLAND INC.	PARTS	65.00	
	INT ASSN OF CHIEFS OF POLICE	DUES	120.00	
	MEDIACOM	SERVICE	69.98	
	MOORE'S BP AMOCO INC	TOWING FEE AND CAR WASHES	232.00	
	ORSCHELNS	SUPPLIES	18.99	
	POLICE LEGAL SCIENCES	RENEWAL	1,320.00	
	QUILL	SUPPLIES	668.65	
	USPCA	MEMBERSHIP RENEWAL	50.00	
	VISA	SUPPLIES AND POSTAGE	338.39	
	WAL-MART	SUPPLIES AND EQUIPMENT	168.48	
	WASH NOON KIWANIS CLUB	DUES	79.75	
		TOTAL:	4,209.35	
	FIRE	ALLIANT ENERGY	SERVICE	1,385.78
		EVANS WELDING LLC	SERVICE	141.18
		FIREHOUSE MAGAZINE	RENEWAL	44.95
IOWA FIREFIGHTERS ASSOC		MEMBERSHIPS	396.00	
SANDRY FIRE SUPPLY		PART	206.00	
VISA		SUPPLIES AND POSTAGE	637.19	
WIDE, TOM		REISSUE CHECK	89.87	
WINDSTREAM IOWA COMMUN		SERVICE	165.16	
		TOTAL:	3,066.13	
DEVELOP SERVICES		ACE-N-MORE	SUPPLIES	387.88
	BRUNS, DAVID	MILEAGE REIMBURSEMENT	49.95	
	IAPMO - IOWA CHAPTER	MEMBERSHIP DUES	20.00	
	KEITH HENKEL	REISSUE CHECK	21.91	
	SORRELL, NANCY	BOOT REIMBURSEMENT	30.00	
		TOTAL:	509.74	
LIBRARY	ALL AMERICAN PEST CTRL	SERVICE	36.00	
	AMAZON	BOOKS & ANNUAL SUBS	859.85	
	ARMSTRONG HTG INC.	SERVICE	81.25	
	AUDIOGO	BOOKS	224.52	
	BAKER & TAYLOR	BOOKS	649.38	
	BOOKPAGE	ANNUAL SUBSCRIPTION	300.00	
	CENTER POINT LARGE PRINT	BOOKS	80.64	
	CINTAS CORP #342	SERVICE	40.00	
	FAREWAY STORES	SUPPLIES	18.40	

KCII	HOLIDAY AD SPOTS	69.75
MICRO MARKETING ASSOC	BOOK	19.47
RECORDED BOOKS LLC	DVS'S	33.00
TAGLAUER, BILLIE	JANITORIAL CONTRACT	980.00
TECHNOLOGY SERVICES OF IOWA	MAC SERVICE	122.50
TEI LANDMARK AUDIO	AUDIO BOOKS	5,922.00
VISA	SUPPLIES AND POSTAGE	639.30
WASH EVENING JOURNAL	ADS	104.64
WEIDNER, JOLISA	MILEAGE REIMBURSEMENT	124.30
WINDSTREAM IOWA COMMUN	SERVICE	51.93
	TOTAL:	10,356.93

PARKS	ACE-N-MORE	SUPPLIES	5.99
	ALLIANT ENERGY	SERVICE	3,282.68
	HOLT SUPPLY CO.	FREIGHT	16.72
	ORSCHELNS	SUPPLIES	70.71
		TOTAL:	3,376.10

POOL	ALLIANT ENERGY	SERVICE	71.45
		TOTAL:	71.45

CEMETERY	ACE-N-MORE	SUPPLIES	43.56
	ALLIANT ENERGY	SERVICE	528.80
	LOWRY EQUIPMENT	NEW MOWER	7,150.00
	TITAN ACCESS ACCOUNT	BACKHOE PARTS	35.01
		TOTAL:	7,757.37

FINAN ADMIN	ALL AMERICAN PEST CTRL	SERVICE	80.00
	CARSON PLUMBING INC.	SERVICE	46.95
	CDW GOVERNMENT, INC.	COMPUTER	698.99
	CINTAS CORP #342	SERVICE	42.10
	CINTAS CORP #343	SERVICE	68.72
	FAREWAY STORES	SUPPLIES	28.81
	HEARTLAND SHREDDING INC.	SHREDDING	214.86
	HY-VEE	SAFETY MEETING	14.59
	IIMC	MEMBERSHIP RENEWAL	145.00
	IMPRESSIONS COMPUTERS, INC	SERVICE	168.75
	KCII	HOLIDAY AD SPOTS	69.75
	LEET'S REFRIGERATION	SERVICE	119.10
	MEDIACOM	SERVICE	69.97
	PURCHASE POWER	POSTAGE METER	1,000.00
	QUILL	OFFICE SUPPLIES	145.93
	SCHUMACHER	QUARTERLY MAINTENANCE	351.90
	ST LUKES' CENTER OCCUP. HEALTH	DATA MEMBERSHIP DUES	50.00
	WASH CO RECORDER	RECORDING FEES	32.00
	WASH COUNTY MINIBUS	LOST - JANUARY 2013	15,176.68
		TOTAL:	18,524.10

AIRPORT	ALLIANT ENERGY	SERVICE	2,078.97
	FAIRCHILD COMMUNICATIONS	QUARTERLY MAINTENANCE	135.00
	IOWA PUBLIC AIRPORTS ASSOC.	DUES	150.00
	KALONA COOPERATIVE TELE	SERVICE	19.95
	KALONA FLYING SERVICE	SERVICE	188.21
	ROE, MIKE	REIMBURSEMENT	447.24

	TWIN STATE & CHEMICAL CO	SUPPLIES	12.10
		TOTAL:	3,031.47
ROAD USE	ALLIANT ENERGY	SERVICE	9,891.68
	BARRON MOTOR SUPPLY	PARTS	79.56
	BRUTY BUILDING SUPPLY	SUPPLIES	25.94
	DOUDS STONE LLC	ROADSTONE	304.82
	FORINASH TOOL	SHOP LIGHT	129.00
	FRANZEN, DENNIS	SERVICE	660.00
	GREINER DISCOUNT TIRES	TIRES	156.25
	GRETTER AUTOLAND INC.	PARTS	167.01
	IOWA PRISON INDUSTRIES	SIGNS	189.20
	LAWSON PRODUCTS INC	PARTS AND SUPPLIES	877.18
	ROCKMOUNT/ NASSAU	WELDING SUPPLIES	511.26
		TOTAL:	12,991.90
CAPITAL EQUIP	SIGN DESIGN	SIGNS	130.00
		TOTAL:	130.00
CAPITAL PROJ	DELONG CONSTRUCTION	SANITARY MANHOLE #2A	3,366.70
		TOTAL:	3,366.70
TREE COMM	CUSTOM IMPRESSIONS INC	WOOD PLAQUE	114.00
		TOTAL:	114.00
WATER PLANT	ACE-N-MORE	SUPPLIES	8.69
	ALLIANT ENERGY	SERVICE	12,554.61
	HEARTLAND SHREDDING INC.	SHREDDING	214.85
	JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	20.91
	LIQUIVISION	CLEAN AND INSPECT RESERVOI	3,680.00
	ORSCHELNS	SUPPLIES	249.99
	POSTMASTER	BULK MAILING BILLS- JAN 20	783.99
	TOTAL FILTRATION SYSTEM	FILTERS	919.05
	WINDSTREAM IOWA COMMUN	SERVICE	78.97
		TOTAL:	18,511.06
WATER DISTR	ACE-N-MORE	SUPPLIES	15.48
	ALLIANT ENERGY	SERVICE	1,541.34
	DUVALL, NICK	REIMBURSEMENT	98.55
	GREINER DISCOUNT TIRES	REPAIR	32.00
	ORSCHELNS	SUPPLIES	21.99
	OVERHEAD DOOR CO.	SERVICE	87.00
		TOTAL:	1,796.36
SEWER PLANT	ALLIANT ENERGY	SERVICE	10,151.42
	ARMSTRONG HTG INC.	NEW FURNACE	1,958.43
	COBB PETROLEUM	OIL	221.85
	ELECTRIC MOTORS-IOWA CITY	REPAIR - PUMP#1	3,690.50
	ORSCHELNS	SUPPLIES	640.80
	TELEDYNE ISCO, INC.	PUMP PARTS	318.82
	TESTAMERICA LABORATORIES	TESTING FEES	464.94
	WINDSTREAM IOWA COMMUN	SERVICE	233.64
		TOTAL:	17,680.40

SEWER COLLECT	ACE-N-MORE	SUPPLIES	7.78
	ALLIANT ENERGY	SERVICE	2,552.27
	GRETTER AUTOLAND INC.	CHEVY 2500 HD SILVERADO 4X	27,409.65
	HEARTLAND SHREDDING INC.	SHREDDING	214.85
	MIDWEST WHEEL	WHEEL PARTS AND EQUIP	1,169.15
	ORSCHELNS	SUPPLIES	16.37
	OVERHEAD DOOR CO.	SERVICE	87.00
	TRANS IOWA EQUIPMENT	FILTERS	781.96
	TOTAL:	32,239.03	
ANIMAL CONTROL	ORSCHELNS	SUPPLIES	71.96
		TOTAL:	71.96
UNEMPLOY SELF INS	IOWA WORKFORCE DEVELOP	UNEMPLOYMENT BENEFITS	743.00
		TOTAL:	743.00
		TOTAL:	158,394.60

Washington Municipal Airport, Washington, Iowa

The Washington Airport Commission and we looked at options to improve the runway a few years ago at the inception of the rehabilitation of 13/31. Pros and cons of various methods were discussed and shared with the FAA. Due to points listed below, the decision to reconstruct Runway 13/31 vs. attempting an overlay was arrived at, a decision we still concur with.

Runway Reconstruction vs. Overlay

- Runway widening from 50' to 60'
 - Existing 50' doesn't meet current FAA standards
 - Widening of 5' on each side
 - Base for potential overlay would be different than for widening
 - Increases potential for cracking at interface
- Northwest end and approximately 300' on each side of Runway 18/36
 - Require reconstruction, to maintain profile restrictions (FAA requirements)
 - Only leaves 2,000' (max.) x 50' wide for potential overlay
- Soils report found high variability of existing runway pavement and base
 - Concrete varied from 4.5" to 6.5"
 - Base varied from 2" to approx. 4"
 - Subgrade compaction varied
 - Recommendation was for reconstruction
- Existing PCC surface may be recycled as base material
- Reconstruction advantages
 - Allows for replacement of poor subgrade areas
 - Top 12" of subgrade will be compacted uniformly
 - Allows for subdrains to lower water table
 - Placement of electrical conduits without boring
- Overlay disadvantages
 - Potential cost savings minimized by requiring boring of
 - Storm sewer lines
 - Electrical conduits
 - Overlay areas would be surrounded by new construction
 - 5' down both sides
 - On northwest end
 - 300' (approx.) on each side of Runway 18/36
 - Varying base and subgrade would increase potential of cracking at edges of overlay

I hope the above points answer questions about the method of rehabilitation chosen. Please let me know if you have further questions.

Carl L. Byers, P.E.
Snyder & Associates



LEASE - BUSINESS PROPERTY—SHORT FORM

THIS LEASE, made and entered into this February, 2013, by and between City of Washington, Iowa, a municipal corporation ("Landlord"), whose address for the purpose of this lease is: 210 West Main Street, Washington, Iowa 52353 and Washington County Public Health ("Tenant"), whose address for the purpose of this Lease is: 110 North Iowa Avenue, Washington, IA 52353

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Washington County, Iowa: 120 East Main Street, Second Floor, Washington, Iowa

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the March 1, 2013, and ending ~~on the~~ per paragraph 19 upon the condition that Tenant performs as provided in this lease.

2. RENT. Tenant agrees to pay Landlord as rent \$ 1,000.00 per month, in advance commencing on the March 1, 2013, and on the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. Tenant shall also pay: N/A

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 0 % per annum.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. USE. Tenant shall use the premises only for lawful purposes

5. CARE AND MAINTENANCE.

(a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the following in good repair: (strike inapplicable words) (roof) (exterior walls) (foundation) (sewer) (plumbing) (heating) (wiring) (air conditioning) (plate glass) (windows and window glass) (parking area) (driveways) ~~(sidewalks)~~ (exterior decorating) (interior decorating)

Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless

otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. UTILITIES AND SERVICES. Tenant shall pay for all utilities and services which may be used on the premises, except the following to be furnished by Landlord: 100%

Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$ 500,000.00 each occurrence and \$ 100,000.00 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

~~xxxxxxx~~ **11. INDEMNITY.** ~~Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or resulting in injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.~~

12. DAMAGE. In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. SIGNS. Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

16. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

19. ADDITIONAL PROVISIONS. Tenant understands that said premises are in need of roof repair and may need to be vacated in the event of a sudden emergency. Otherwise, termination will be upon not less than sixty (60) days notice, rent to be pro-rated according to actual duration of occupancy.

LANDLORD City of Washington, Iowa, a
municipal corporation

TENANT Washington County Public Health

Brent Hinson

From: Katie Mitchell
Sent: Wednesday, January 30, 2013 7:30 AM
To: Brent Hinson
Cc: Steve Donnolly
Subject: Re: Calhoun to City of Washington

Brent:

I understand. I just needed to make sure.

I have the key at my office so we can arrange a walk thru now.

Katie

On Tuesday, January 29, 2013, Brent Hinson wrote:

Thanks, Katie. I don't think there's any risk to Ms. Calhoun. Any sort of condemnation would probably raise the cost above what we've agreed on, and if it is as bad as we anticipate, the inspection will merely support the decision to acquire the property and clear the house. Steve, please make contact with Katie when you are available. If I'm able to participate, I will, but if not, that's fine also.

Brent D. Hinson, City Administrator
City of Washington, Iowa

On Jan 29, 2013 2:47 PM, "Katie Mitchell" <ktmitch@gmail.com> wrote:
Brent:

I called Martha. She is willing to allow inspectors to come to the house to do a walk-thru. She will have the keys dropped off at my office. Please call to arrange a date and time.

Please note that this inspection will be allowed on the condition that if the City chooses not to proceed with purchasing the house, that any information obtained during the walk-thru will not be used against her by the City in either a nuisance abatement charge or condemnation proceeding.

Katie

On Mon, Jan 28, 2013 at 12:39 PM, Brent Hinson <bhinson@washingtioniowa.net> wrote:

Katie:

Thanks, received the originals in the mail. I plan to have this on the 2/6/13 City Council agenda for approval. However, is it possible for my inspectors to do a walk-thru before that time just to verify and document the condition of the property? That way, we can handle any related questions from the Council.



Brent D. Hinson

City Administrator
City of Washington (Pop. 7,266)
215 East Washington St.
Washington, IA 52353
(p) 319-653-6584 X34
(f) 319-653-5273

From: Katie Mitchell [<mailto:ktmitch@gmail.com>]
Sent: Thursday, January 24, 2013 11:05 AM
To: Brent Hinson
Subject: Fwd: Calhoun to City of Washington

Brent:

Here is the paperwork for the Calhoun property. A hard copy will follow in the mail.

Katie

----- Forwarded message -----

From: TINDAL LAW OFFICE PLC <tindallaw@hotmail.com>
Date: Thu, Jan 24, 2013 at 11:03 AM
Subject: Calhoun to City of Washington
To: Katie Mitchell <ktmitch@gmail.com>

Tindal Law Office, PLC
305 West Main Street-Suite A
Washington, IA 52353
319-653-2159 (Telephone)
319-653-5435 (Facsimile)
E-mail-tindallaw@hotmail.com
Website-www.tindallaw.com

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Katie Mitchell
Tindal Law Office, PLC
305 W. Main Street, Suite A

Brent Hinson

From: Katie Mitchell
Sent: Monday, January 14, 2013 3:37 PM
To: Brent Hinson; sdonnolly@washingtioniowa.net
Subject: Martha Calhoun property - 1307 N. 2nd Avenue

Brent and Steve:

I apologize for not emailing this out last week.

Martha is willing to sell the real estate for \$4000.00. This price will cover my fees (including closing), the cost of continuing the abstract, and transfer tax. Martha has paid the first half of the real estate taxes and will pay the 2nd half (March 2013) out of the purchase price. There would be no pro-ration of real estate taxes.

If the City is interested, I will send out a purchase contract for Brent's signature. Closing no later than February 28, 2013.

Katie

--

Katie Mitchell
Tindal Law Office, PLC
305 W. Main Street, Suite A
Washington, IA 52353
(319)653-2159
(319)653-5435

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OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Martha Calhoun, 841 W. Monroe Street, Apt. 227, Washington, IA 52353

1. REAL ESTATE DESCRIPTION. Buyers offer to buy real estate in **Washington County, Iowa**, described as follows:

Lot Number 3, in Block 26 in Win Smouse's Highland Park Addition to the city of Washington, in Washington county, Iowa, subject to easement to State of Iowa for Highway purposes recorded in Town Lot Deed Record 21 at Page 250 in the office of the Recorder of Washington County, Iowa.

locally known as **1307 N. 2nd Avenue, Washington, IA 52353**

with any easements and appurtenant servient estates, but subject to the following: a. Any zoning and other ordinances; b. Any covenants of record; c. Any easements of record for public utilities, roads and highways; provided Buyers, on possession, are permitted to make the following use of the real estate:

2. **PRICE.** The purchase price shall be **Four thousand dollars (\$4,000.00).**

3. REAL ESTATE TAXES. Sellers shall pay all currently assessed real estate taxes due and payable in March 2013. Sellers shall not pay to the Buyers pro-rated real estate taxes for the period July 1, 2012 until date of closing.

4. SPECIAL ASSESSMENTS.

a. Sellers shall pay all special assessments that are a lien on the real estate as of the date of closing.

b. All other special assessments shall be paid by Buyers.

5. RISK OF LOSS AND INSURANCE. Risk of loss prior to Sellers' delivery of possession of the real estate to Buyers shall be as follows:

a. All risk of loss shall remain with Sellers until possession of the real estate is given to Buyers.

b. There is currently no insurance on the real estate. In the event of a loss, Buyer Agrees to accept the property in lieu of any insurance proceeds.

6. CONDITION OF PROPERTY. The real estate has been vacant for several months. The Buyers agree to accept the real estate in the current condition. The real estate, in the current condition, may contain personal property and debris that will not be removed by the Seller at any future time. This real estate sells in an "as is" condition.

7. **POSSESSION.** If Buyers timely perform all obligations, possession of the real estate shall be delivered to Buyers **on or before February 28, 2013.**

8. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the real estate continued through the date of acceptance of this offer, and deliver to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

9. DEED. Upon payment of the purchase price, Sellers shall convey the real estate to Buyers or their assignees, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances, except as provided in 1.a through 1.c. Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to any acts of Sellers continuing up to the time of delivery of the deed.

10. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding acceptance of this offer, hold title to the real estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the real estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers in the event of the death of either Sellers, agree to pay any balance of the price due Sellers under this contract to the surviving Sellers and to accept a deed from the surviving Sellers consistent with paragraph 11.

11. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, shall execute this contract only for the purpose of relinquishing all right of dower, homestead and distributive shares of in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.

12. REMEDIES OF THE PARTIES.

a. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Sellers' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver.

b. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.

c. Buyers and Sellers are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

13. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

14. **LEAD-BASED PAINT and SELLER PROPERTY DISCLOSURE.** This offer is for a residential property built prior to 1978. Buyer agrees to waive the requirements for disclosure of lead based paint and all Seller Property Disclosures as this property will be demolished by Buyer.

15. SEPTIC TANK INSPECTION. This real estate does not have a septic tank system as it is served by public water and sewer through the City of Washington, Iowa.

16. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

17. **TIME FOR ACCEPTANCE.** If this offer is not accepted by Sellers on or before January 28, 2013 at 5:00 o'clock p.m. C.D.T., it shall become void.

18. This offer has been approved by the City Council of Washington, Iowa.

DATED: January _____, 2013.

City of Washington BUYER
By Brent Hinson, City Administrator
215 East Washington Street
Washington, IA 52353

This offer is accepted _____
Date Time

Martha Calhoun SELLER
841 W. Monroe Street, Apt. 227
Washington, IA 52353

ENGINEERING SERVICES AGREEMENT

CITY OF WASHINGTON WEST TYLER STREET DRAINAGE STUDY 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 a certain **West Tyler Street Drainage Study**, hereinafter referred to as the **Project**, and

WHEREAS, the Owner has determined it would be appropriate to proceed with analysis and preparation of a report 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 services to prepare a Project Drainage Report for the drainage basin
 - a. Utilize topographic information obtained from the Washington County GIS coordinator
 - b. Calculate the pre-development conditions
 - c. Calculate current conditions
 - d. Determine the required storm water conveyance design such as storm sewer, culvers, ditches, inlets, and outlets
 - e. Calculate the size and outlet of any required detention basins
 - f. Prepare a Project Drainage Report per the recommendations of the Iowa Storm Water Management Manual
 - g. Present findings to property owners along West Tyler Street and South D Avenue

2. **DESIGN SURVEYS.** The Engineers shall utilize existing survey information from the S. E Avenue project and the topographic information available from the Washington County GIS coordinator. No additional survey will be conducted for this report.
3. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for preparation of the Project Drainage Report shall be the lump sum fee of Seven Thousand Five Hundred Dollars (\$7,500).
4. **PAYMENT.** The fees shall be due and payable as follows:
 - a. For preparation of the Project Drainage Report 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 relating to negotiating the acquisition of right-of-way and easements, permanent or construction.
 - c. Services related to underground utility replacements and repairs (water main and sanitary sewers and services)
 - d. Legal surveys, property surveys, and other surveys necessary for preparation of easement drawings, are not included in this Project cost.
 - 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 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 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.

10. CHANGES. If after approvals of the report or portions thereof by the Owner, the Engineers are required to change the report 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 _____
Office Manager

By _____
Authorized Representative

ENGINEERING SERVICES AGREEMENT

CITY OF WASHINGTON SOUTH B. AVENUE WATER MAIN 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 **South B. Avenue Water Main**, 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 services to design five hundred and thirty five (535') linear feet of twelve (12) inch water main, and four hundred and fifty (450) linear feet of eight (8) inch water main:
 - a. Topographic and existing utility surveying of the project areas
 - b. Water main routing
 - c. Final design plans and specifications for construction
 - d. Engineers estimate of cost
 - e. IDNR construction permits
 - f. Modify IDNR Water Use Permit
 - g. Easement needs will be identified. (Easement plats and negotiation assistance will be provided at an hourly rate outside this contract)

h. General construction contract services

2. **DESIGN SURVEYS.** The Engineers shall make all surveys necessary for design of the Project and preparation of plans and specifications. Such design surveys shall include the securing of topographic and cross-sectional data and other field information and measurements.

3. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:

a. The fee for survey, design services, design conferences and preparation of the plans and specifications for the Project shall be the lump sum fee of Fourteen Thousand Dollars (\$14,000).

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 including reimbursable such as mileage and printing. The total fee for general services is based on providing 18 hours of service and shall not exceed the sum of Two Thousand Dollars (\$2,000).

c. The total fee for all engineering services for the Project shall not exceed the sum of sixteen Thousand Dollars (\$16,000).

4. **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.

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. 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.
- 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 construction administration, observation or project closeout for the awarded construction contract.
- i. 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.
- j. 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 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.
- 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 _____
Office Manager

By _____
Authorized Representative

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY OF WASHINGTON, IOWA,
CODE OF ORDINANCES
BY DESIGNATING ADDITIONAL HANDICAPPED PARKING SPOTS**

BE IT ORDAINED by the City Council of the City of Washington, Iowa;

Section 1. Handicapped Parking. The Code of Ordinances of the City of Washington, Iowa, is amended by adding the following new paragraph in Section 69.07(3), which is hereby adopted to read as follows:

X. In the center of North Iowa Avenue, two spaces midway between Main Street and 2nd Street.

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

Section 3. Effective Date. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2013.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: January 2, 2013

Approved on Second Reading: _____

Approved on Third and Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2013.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE HIGHLAND PARK EAST URBAN RENEWAL AREA, IN THE CITY OF WASHINGTON, COUNTY OF WASHINGTON, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WASHINGTON, COUNTY OF WASHINGTON, WASHINGTON COMMUNITY SCHOOL DISTRICT AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE HIGHLAND PARK EAST URBAN RENEWAL AREA.

WHEREAS, the City Council of the City of Washington, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 2000-20 passed and approved on the 18th day of April, 2000, an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Highland Park East Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the County has provided incremental taxes within the Area starting in 2002; and

WHEREAS, the first certification for debt for the Mid-America Housing Partnership urban renewal project in this Area was December 2001, and a recent joint agreement by and among the City of Washington, the County of Washington, and the Washington Community School District extends the division of revenue from the statutory allowed ten fiscal years beginning with the second fiscal year after the year in which the municipality first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the division of the revenue in connection with the project, until the earlier of either 5 additional years, for a total of 15 years of certifications, or until the city has repaid its interfund loan from the General Fund in full; (under these facts the last potential fiscal year for the collection of incremental tax revenues is fiscal year 2017-2018) and

WHEREAS, the City is unable to locate the Ordinance which reflects the division of taxes and therefore wishes to adopt this Ordinance which affirms and continues the City's desire to provide for the division of taxes in this Urban Renewal Area, which Area includes the lots and parcels located within the area legally described as follows:

HIGHLAND PARK EAST URBAN RENEWAL AREA

All of Blocks 1, 2 and 16, a portion of Block 15 and a portion of the vacated road of Win. Smouse's Highland Park Addition to the City of Washington, Washington County, Iowa, the boundaries of which are described as follows:

Beginning at the Northeast Corner of Lot 1, Block 1 of Win. Smouse's Highland Park to the City of Washington, Washington County, Iowa; thence $S02^{\circ}53'27''$ W, along the easterly line of said Block 1 and the easterly line of Block 16 of said Addition, 720.27 feet to the Southeast corner of Lot 5 of said Block 16; thence $N89^{\circ}00'07''$ W, along the southerly line of said Block 16 and the southerly line of Block 15 of said Addition, 468.13 feet to the Southwest corner of Lot 5 of said Block 15; thence $N02^{\circ}44'18''$ W, along the westerly line of said Lots 1 through 5 inclusive of said Block 15, a distance of 269.85 feet; thence $N88^{\circ}56'42''$ W, along the easterly extension of the southerly line of Lot 'D' of a Plat of Survey recorded in Book 11 at Page 113 in the records of the Washington County Recorder and said southerly line, 144.00 feet to the Southwest corner of said Lot 'D'; thence $N02^{\circ}44'18''$ E, along the westerly line of said Lot 'D' and the westerly line of Block 2 of said Addition, 451.82 feet to the northwest corner of said Block 2; thence $S88^{\circ}51'04''$ E, along the northerly line of said Block 2 and said Block 1, a distance of 614.00 feet to the Point of Beginning, containing 9.25 acres and subject to easements and restrictions of record;

and

WHEREAS, expenditures and indebtedness have in the past and are anticipated to be incurred by the City of Washington, Iowa in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, STATE OF IOWA, THAT:

Section 1: The taxes levied on the taxable property in the Highland Park East Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Washington, County of Washington, Iowa, Washington Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2: That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in such Area upon the total sum of the assessed value of the taxable property in such Urban Renewal Area as shown on the assessment roll as of the first day of the calendar year preceding the first calendar year in which the City of Washington certified to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area. The County has provided information that the frozen base on this Area is the assessed valuation as of January 1, 1999.

Section 3: That portion of the taxes each year in excess of the base period taxes for the Urban Renewal Area, determined as provided in Section 2 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Washington to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Washington, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4: Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the area shown by the assessment rolls referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Washington, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Urban Renewal Area under the provisions of Section 403.19 of the Code of Iowa, and to fully implement the provisions of Section 403.19 of the Code of Iowa with respect to the division of taxes from property within the Urban Renewal Area as described above. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa and the Washington Highland Park East Urban Renewal Plan, as amended. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2013

Read Second Time: _____, 2013

Read Third Time: _____, 2013

PASSED AND APPROVED: _____, 2013.

I, _____, City Clerk of the City of Washington, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2013, signed by the Mayor on _____, 2013, and published in *Washington Evening Journal* on _____, 2013.

City Clerk, Washington, State of Iowa

(SEAL)

00914783-1\11307-016

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING NEW FUNDS

WHEREAS, the City's financial advisor has recommended that the City create sinking funds to account for enterprise debt service rather than having the debt payments reflected in Fund 200, Debt Service; and

WHEREAS, the City Council would like to set aside monies over the next several years for renovations and/or construction involving the Municipal Building and/or the former library building:

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

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

- a. 602- Water Sinking, for the purpose of separately accounting for any non-General Obligation water utility debt service payments.
- b. 612- Sewer Sinking, for the purpose of separately accounting for any non-General Obligation sewer utility debt service payments.
- c. 309- Municipal Building Project, for the purpose of setting aside funds for future building renovation and/or construction projects.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 6th day of February, 2013.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

**A RESOLUTION CREATING A CITY ATTORNEY TRANSITION
TASK FORCE AND CONFIRMING APPOINTMENTS**

WHEREAS, the position of City Attorney is a very significant position in the City of Washington's organization; and

WHEREAS, the City Council wishes to develop guidelines for the transitioning of this position to a new attorney in the near future:

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

Section 1. The City Council approves the creation of a City Attorney Transition Task Force to research and provide recommendations for the related transition process to the Council.

Section 2. Said recommendations should include at minimum the following:

- Analysis & recommendation of employee arrangement versus contractual/retainer
- Plan for ascertaining interest of qualified attorneys and firms
- Proposed timeframe for transition

Section 3. The City Council accepts the Mayor's appointments of Sandra Johnson, Merle Hagie, Brent Hinson, Greg Goodman, Steve Donnolly, Illa Earnest and Craig Arbuckle to the Task Force.

Section 4. The City Council hereby establishes March 15, 2013 as the target date for initial recommendations from the Task Force, with review and possible consideration at the March 20, 2013 City Council meeting.

Section 5. Following the acceptance of guidelines for the transition, the Council establishes intent to authorize the Task Force to begin identifying and interviewing qualified candidates.

PASSED AND APPROVED this 6th day of February, 2013.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk