



AGENDA OF THE SPECIAL WORK SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD AT **120 E. MAIN STREET**
AT **6:00 P.M.**, TUESDAY, JUNE 23, 2015

CALL TO ORDER

ROLL CALL

Agenda for the Special Session to be held at 6:00 P.M., Tuesday, June 23, 2015 to be approved as proposed or amended.

CONSENT AGENDA

YMCA of Washington County, Recreational Services, \$17,000.00
Auditorium Pledge, (Washington Betterment Comm.), \$10,000.00
Iowa League of Cities, Annual Dues, \$2,810.00
Fox Engineering, Lexington Blvd Wastewater Pump Station Improvements, \$3,581.50
Fox Engineering, W. 5th Street Parallel Water Main, \$2,590.80
Fox Engineering, Wastewater Treatment Plant, \$502.50
Fox Engineering, Reverse Osmosis Pilot Study, \$3,216.60
Fox Engineering, Elevated Water Storage Tank, \$2,515.00
Fox Engineering, Ground Storage Reservoir, \$335.00

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

NEW BUSINESS

Discussion and Consideration of a Resolution Directing Sale of \$2,335,000 General Obligation Capital Loan Notes, Series 2015.

Discussion and Consideration of Main Street Washington Request – Movies in Central Park.

Discussion and Consideration of Affirm Appointments to Historic Preservation Commission – Patterson, Kramme.

Discussion of Possible Tow Lot.

Discussion of Former Library Renovation Process.

Discussion of Police Vehicle Bids/Purchasing Policy.

Discussion of Possible Junk Vehicle Code Changes.

Discussion of Policy on Alleys.

DEPARTMENTAL REPORTS

Police Department
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor
Mark Kendall
Jaron Rosien
Kathy Salazar
Bob Shellmyer
Bob Shepherd
Russ Zieglowsky

ADJOURNMENT

Illa Earnest, City Clerk

YMCA of Washington County

121 E Main Street
Washington, Iowa 52353
Phone: 319-653-2141 Fax: 319-653-2142
www.washingtoney.org



DATE: June 11, 2015
TO: City of Washington
FROM: Becky Harkema, CEO
RE: Invoice for Recreational Services

A handwritten signature in black ink that reads "Becky".

Please use this letter as an invoice for the City of Washington recreational services that the YMCA of Washington County oversees for the City of Washington. Total agreed price is \$17,000

Please submit payment to:

YMCA of Washington County
121 East Main Street
Washington, Iowa 52353

If you have any questions please contact Becky Harkema at 319-653-2141.

Thank you in advance!

WASHINGTON AUDITORIUM SHARED USE AGREEMENT

This Agreement is entered into between the Washington Community School District, hereinafter the "District" and the City of Washington, hereinafter the "City," and

Whereas, the District is an Iowa school corporation and a "public agency" as defined in Chapter 28E of the Iowa Code, and

Whereas, the City is an Iowa municipal corporation and a "public agency" as defined in Chapter 28E of the Iowa Code, and

Whereas, per Iowa Code Chapter 28E and specifically section 28E.4 public agencies can enter into agreements for joint and cooperative action, and

Whereas, the District owns the land upon which the Washington Auditorium, hereinafter, the "Auditorium," will be built and will be the sole Owner of the Auditorium, and

Whereas, the District and the City are willing to enter into this Shared Use Agreement in order to make the Auditorium available to citizens and groups for community and regional purposes to benefit the City, County and region, in addition to the Auditorium serving school purposes, and

Whereas, the District and the City believe that this Shared Use Agreement will be to their mutual advantage.

NOW THEREFORE BE IT AGREED:

1. Purpose. The purpose of this Agreement is to outline the partial funding of the Auditorium by the City and the future use of the Auditorium by City groups and citizens of the City of Washington.
2. Consideration. The mutual consideration for this Agreement is the execution of this Agreement among the parties.
3. No separate legal entity. No separate legal entity is created by this Agreement. The Board of Directors of the Washington Community School District and the City Council of the City of Washington will each administer its own duties and responsibilities that arise from this Agreement.
4. Permit to Use: The District shall permit the City and those persons and groups

applying for use through it to share use of the Auditorium provided that such use is in strict compliance with this Agreement. The District shall at all times maintain ownership of the Auditorium building and fixtures.

5. Operating Relationship. In operating the Auditorium, the following guidelines shall apply and govern its operation:

- A. The Parties recognize the need to serve District programming and entities seeking use through the City shall also be considered in scheduling decisions.
- B. The Parties recognize the need for the District to have specific use priority for traditional school uses complimenting its educational mission.
- C. A Committee consisting of a designated representative from the District and a designated representative from the City and a third Party to be mutually agreed and designated by the Parties shall be the final arbiter of conflicting use requests.
- D. The District's designee will serve as site manager for all non-conflicting use and operational decisions.
- E. The City will strive to submit use requests as early as possible and a minimum of one month in advance absent mutual agreement to the contrary.

6. Construction and Operating Costs. The District will construct and own the Auditorium. The City will contribute Fifty Thousand Dollars (\$50,000) to the District to support construction of the Auditorium. City shall pay its contribution in equal installments over a period of five (5) fiscal years, with the first installment of Ten Thousand Dollars (\$10,000) being paid by July 31, 2014, and future installments to be paid by July 31 of each successive year until the promised contribution is fulfilled. The District will thereafter operate, maintain and insure the Auditorium at its expense. Use of the facility thereafter by the City and groups requesting use through it will require compliance with District use and insurance regulations. There shall be no charge for City sponsored events at the Auditorium. Such regulations shall be made available to the City and as they may be amended from time to time.

7. Duration. This Agreement shall be in effect for ten (10) years. This Agreement will be automatically renewed thereafter for one additional ten (10) year period unless sixty (60) days prior to the tenth anniversary written notice to terminate is given by either Party.

8. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and can only be changed through a written amendment signed by both Parties.

9. Non-assignment. Neither Party may assign its rights under this Agreement without the written consent of the other.

10. Severability. If any provision of this Agreement is declared void by a Court or Agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

11. The Parties shall not use, or permit the use of, the Auditorium for any purpose which would adversely affect the value or character of the Auditorium or cause the Auditorium to lose exempt status for tax purposes. Neither Party shall, at any time or times during the agreement, conduct or permit any activities, program, or practices on the premises which shall violate any federal or state constitutional, regulatory or statutory provisions, or which would change, jeopardize, or prevent or which would cause any Bonds, Notes, or other evidence of indebtedness issued by the District to construct, repair, maintain, extend, improve, furnish, or equip the Auditorium to: (i) not be a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; or (ii) cause the interest payable on the Bonds, Notes or other evidence of indebtedness to be includable in the gross income of the holder for federal income tax purposes.

12. All notices which the parties are authorized or required to give pursuant to this Agreement shall be mailed to the individuals and at the addresses identified below:

To the Washington Community School District:

Superintendent of Schools
Washington Community School District
404 West Main Street
Washington, IA 52353
(319) 653-6543

To the City of Washington:

City Administrator
City of Washington
215 E. Washington St.
Washington, IA 52353
(319) 653-6584

13. The terms of this Agreement may be changed at any time by mutual written agreement of the parties.

14. Filing. The Secretary of the Board of Directors shall file this Agreement with the Iowa Secretary of State as required by law.

The Parties' authorized representatives sign below to signify their agreement on the dates noted.



500 SW. 7TH ST.
 SUITE 101
 DES MOINES, IOWA
 50309

INVOICE

DATE
 6/15/2015

068233

PAGE 1

Washington
 PO Box 516

Washington IA 52353-0516

Remit to: Iowa League of Cities, 500 SW 7th St, Ste 101, Des Moines, IA 50309

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D. SHIP DATE	MASTER NUMBER
	WASH10001			Net 30		
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	DUES	Member Dues July 1, 2015 - June 30, 2016			2,810.00	\$2,810.00
Subtotal						\$2,810.00
Total						\$2,810.00

When you provide a check as payment, you authorize the Iowa League of Cities either to use information from your check to make a one-time electronic fund transfer from your account to process the payment as a check transaction. For inquiries please call 515-281-7482

Thank You



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 38245
 Date 05/30/2015

Project **204514A Lexington Boulevard
 Wastewater Pump Station Improvements**

Professional Services for the Period of 04/26/2015 to 05/30/2015

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	19,700.00	89.00	15,169.00	17,533.00	2,364.00
Bidding	1,700.00	0.00	0.00	0.00	0.00
Total	21,400.00	81.93	15,169.00	17,533.00	2,364.00

		Billed Amount
West 5th Street Future Development Consultation		
Professional Fees		1,217.50
	Phase subtotal	1,217.50
	Invoice total	\$3,581.50

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 38244
Date 05/30/2015

Project **342415A Washington West 5th Street
Parallel Water Main**

Professional Services for the Period of 04/26/2015 to 05/30/2015

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	7,620.00	100.00	5,029.20	7,620.00	2,590.80
Final Design	13,250.00	0.00	0.00	0.00	0.00
Bidding & Negotiation	3,430.00	0.00	0.00	0.00	0.00
Construction Administration	11,980.00	0.00	0.00	0.00	0.00
Construction Staking	3,300.00	0.00	0.00	0.00	0.00
Total	39,580.00	19.25	5,029.20	7,620.00	2,590.80

Invoice total **\$2,590.80**

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 38246
Date 05/30/2015

Project **204508A Washington Wastewater
Treatment Plant**

Professional Services for the Period of 04/26/2015 to 05/30/2015

	<u>Billed Amount</u>
Biosolids Removal Quote	
Professional Fees	502.50
Invoice total	<u><u>\$502.50</u></u>

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 38255
Date 05/30/2015

Project **342414B Reverse Osmosis Pilot Study**

Professional Services for the Period of 04/26/2015 to 05/30/2015

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Study & Report	21,444.00	50.00	7,505.40	10,722.00	3,216.60
Total	21,444.00	50.00	7,505.40	10,722.00	3,216.60

Invoice total **\$3,216.60**

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 38254
 Date 05/30/2015

Project **342414A Washington Elevated Water Storage Tank**

Professional Services for the Period of 04/26/2015 to 05/30/2015

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	26,700.00	100.00	26,700.00	26,700.00	0.00
Final Design	32,500.00	100.00	32,500.00	32,500.00	0.00
Bidding & Negotiation	10,400.00	100.00	10,400.00	10,400.00	0.00
Construction Administration	46,300.00	5.00	0.00	2,315.00	2,315.00
Construction Staking	2,700.00	0.00	0.00	0.00	0.00
Total	118,600.00	60.64	69,600.00	71,915.00	2,315.00
					Billed Amount
Bidding Documents					
Outside Services					200.00
Phase subtotal					200.00
Invoice total					\$2,515.00

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 38256
 Date 05/30/2015

Project **342413A Washington Ground Storage Reservoir**

Professional Services for the Period of 04/26/2015 to 05/30/2015

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	63,700.00	100.00	63,700.00	63,700.00	0.00
Bidding	9,800.00	100.00	9,800.00	9,800.00	0.00
Construction Administration	39,600.00	100.00	39,600.00	39,600.00	0.00
Construction Staking	1,500.00	100.00	1,500.00	1,500.00	0.00
Total	114,600.00	100.00	114,600.00	114,600.00	0.00

	Billed Amount
Construction Administration after Completion Date	
Professional Fees	335.00
Phase subtotal	335.00
Invoice total	\$335.00

Approved by: 

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$ _____ GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$ _____
GENERAL OBLIGATION CAPITAL LOAN NOTES,
SERIES 2015

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$ _____ GENERAL OBLIGATION CAPITAL
LOAN NOTES, SERIES 2015

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 23rd day of June, 2015.

Mayor

ATTEST:

City Clerk



Main Street WASHINGTON

205 West Main Street • Washington, IA 52353 • (319) 653-3918 • Fax (888) 833-3529

June 2, 2015

City of Washington
Washington City Council
215 E Washington Street
Washington, IA 52353

Dear Council Members,

Main Street Washington received some seed funds for community events following the 175th Celebration last year. One of the projects/programs that we have been working on is a “Movies on Main Street” series in Central Square Park. Through these seed funds and a partnership with HyVee, we have enough support to move forward.

We are requesting permission to use Central Square Park & the Bandstand to show movies on Fridays in July, August, and September (*see attached flier). We have consulted the community calendar to avoid conflicts and selected films that will not compete with our beautiful State Theatre’s line-up of first-run movies.

In our due diligence, we have investigated and will obtain liability insurance under Main Street’s event policy for each of the evenings and have obtained proper licensing to show the family-friendly movies selected.

We also will do the following to maintain the park and protect the general public:

- Display cross walk standards (as is done during farmer’s markets)
- Remove all trash & recycling produced at the event properly.
- Consult with public health & comply with food service rules through our concession stand.

As a kick-off to this series we would also like to aid our Municipal Band and the City in advertising for July 4th weekend in Washington. The Municipal Band always puts on a wonderful show on Thursday evenings and as this year the 4th falls on Saturday, the fireworks should be well attended. This leaves a gap on Friday night that we think we can fill with a movie in the Park.

As inclement weather is always a threat with any outdoor event, we would seek permission to choose a rain date for the films at our own discretion, if the need arises.

Thank you so much,

Sarah Sadrakula, Executive Director
Main Street Washington



MOVIES

on Main Street

PRESENTED BY:

HyVee



July, August, & September
8:30 pm in Central Square Park

Bring a blanket or your lawnchair & arrive early to get a good spot!

Movies will begin at sundown

Concessions will be available for purchase. All proceeds benefit Main Street Washington.

2015 SCHEDULE:

JULY 3RD: FIELD OF DREAMS

AUGUST 21ST: THE GOONIES

SEPTEMBER 18TH: BACK TO THE FUTURE

“SEE YOU AT THE MOVIES!”

Movies on Main Street is FREE thanks to HyVee-Washington, the 175th Celebration Committee, and Main Street Washington!

Biographical Sketch
Applicant for Historic Preservation Commission

NAME: (Mr. Mrs. Ms. Dr. *please circle one*): Mary P. Patterson
ADDRESS: 603 W. Washington Blvd., Washington IA
52353

WORK PHONE NUMBER WORK: ()
HOME PHONE NUMBER: (319) 653-5208

EMAIL ADDRESS: greenerhouse@iowatelecom.net

INTEREST IN LOCAL HISTORY AND HISTORIC PRESERVATION (Describe education, employment, memberships, publications, and/or other activities which indicate your interest in and commitment to historic preservation; or provide a statement detailing your interest in local history and commitment to historic preservation; use extra sheets if necessary)

EDUCATION: MA⁺ in elementary education & administration

EMPLOYMENT: retired teacher

INTEREST: Historic Preservation Commission since 2005; annual training; historic home owner & commercial building owner; successful grant manager (HRDR & CLG); Main Street Washington Design Committee member.

While serving on the Washington Historic Preservation Commission, I will work to insure that the commission enforces the Historic Preservation Ordinance/Resolution; upholds the CLG Agreement with the State of Iowa, and works in compliance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

Mary Patterson
Signature

April 15, 2015
Date

Biographical Sketch
Applicant for Historic Preservation Commission

NAME: Michael Kramme

ADDRESS (street, city, zip code): 1035 Marion, Washington 52353

WORK PHONE NUMBER WORK: (NA)

HOME PHONE NUMBER: (319) 653-3341

EMAIL ADDRESS: mkramme@culver.edu

INTEREST IN LOCAL HISTORY AND HISTORIC PRESERVATION (Describe employment, education, memberships, publications, and/or other activities which indicate your interest in and commitment to historic preservation; or provide a statement detailing your interest in local history and commitment to historic preservation; use extra sheets if necessary)

EMPLOYMENT: Former executive director Iowa Historic Preservation Alliance (now Preservation Iowa)

EDUCATION: Minor in Historic Preservation (University of Missouri - Columbia)

INTERESTS:

History

While serving on the _____ Historic Preservation Commission, I will work to insure that the commission enforces the Historic Preservation Ordinance/Resolution; upholds the CLG Agreement with the State of Iowa, and works in compliance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

Michael Kramme
Signature

Date 6/17/15

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



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

Memorandum

June 19, 2015

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "BH", is written over the name "Brent Hinson" in the "From:" field.

Re: Municipal Tow Lot

In this year's budget process, we discussed construction of a City-owned tow lot at the old WWTP site. The Council had some misgivings over this concept, but it was agreed that we would include the requested amount in the budget and discuss the details at a later point in time. I believe now is as good of time as any to initiate further discussion.

The tow lot is designed to address a variety of current issues, both in nuisance enforcement and policing. We believe for a small one-time investment of \$15,000, we can put up fencing in the far corner of the old WWTP and have a secure and usable graveled lot for storage of up to 20 vehicles. There are numerous junk vehicles around town that need to be towed, but we have been somewhat reticent to enforce the ordinance aggressively because of the high costs this can impose on the City. For example, if we have a vehicle towed and the owner does not take action to recover it, the City may be stuck with storage fees for 30 or more days while the case is processed. In those types of cases, the City is unlikely to recover much at all from disposing of the vehicle after the completion of the process. If we had our own lot, we could properly enforce the ordinance without having to worry about storage fees.

Additionally, the Police often have vehicles that need to be stored for evidence purposes. For example, the vehicle that hit our Tahoe a number of months ago is still in our possession, in a much less than secure location, and if we had paid to have it stored, we'd be in the thousands of dollars by now, with little chance of recouping these costs. Another important use would be with the snow emergency we just did. People tend to get very upset when they have their vehicle towed for this reason, and not having a storage fee is very helpful.

We believe if handled correctly, we can continue to work hand-in-hand with commercial towing companies in the area, and they will not have significant issues with us having our own lot. If anything, we will be giving them significantly more towing business in the future once the new lot is in place. This will allow us to properly enforce existing ordinances, and we feel it makes a great deal of sense, given the low cost versus the significant benefits offered.

We have invited George Moore to attend the meeting to give his perspective, and I believe he will be present.



Proposed
Tow Lot



Tow Lot Location

W/Buchar

L/AAH

Proposed Tow Lot: Closeup

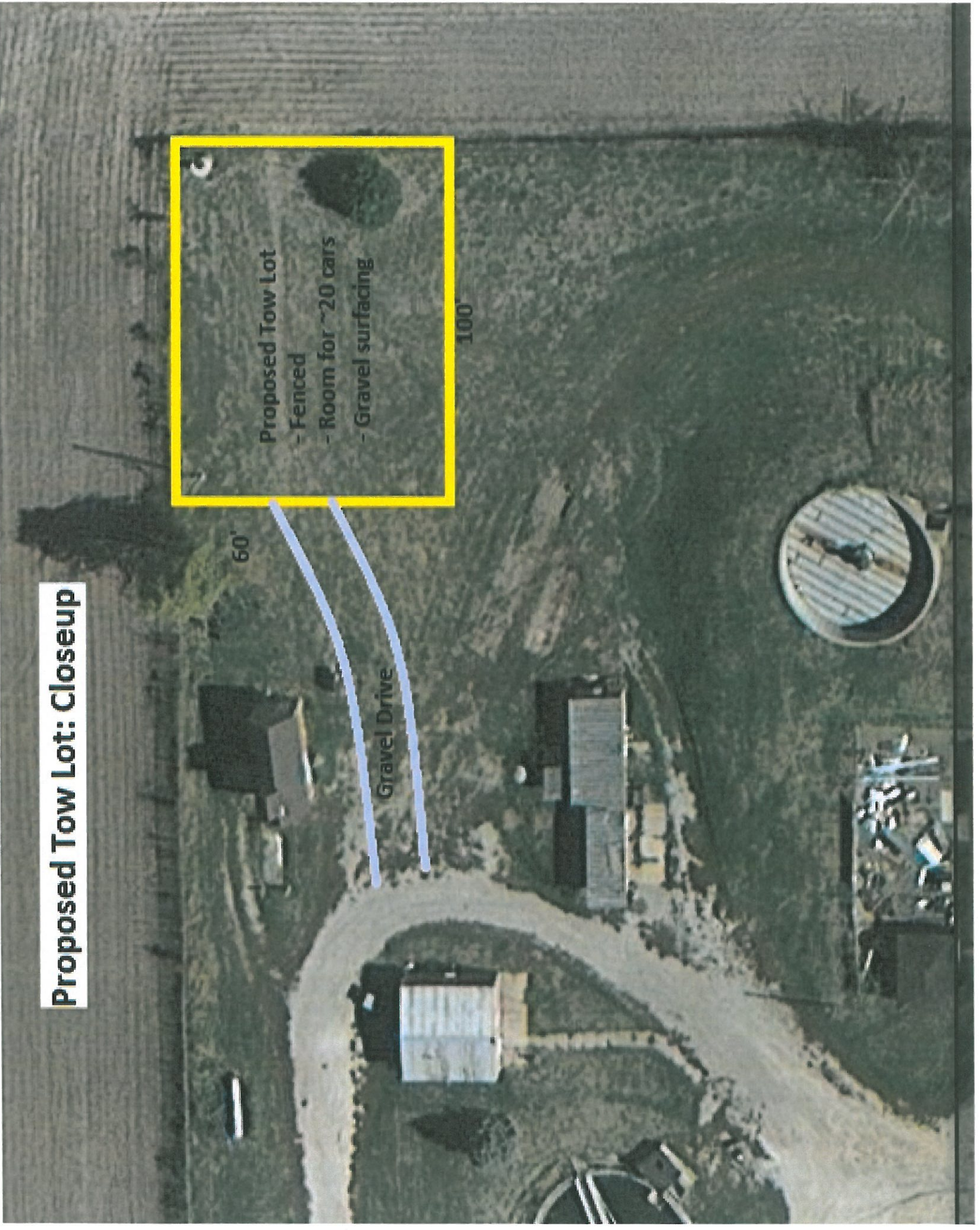
Proposed Tow Lot

- Fenced
- Room for ~20 cars
- Gravel surfacing

60'

Gravel Drive

100'



*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



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

Memorandum

June 19, 2015

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

From: Brent Hinson
City Administrator

Re: Process for Renovation of Former Library

At our April workshop, the Council reviewed and indicated its support for a schedule for the renovation of the Former Library as the new City Hall. This schedule called for a June-July 2015 time period for determining how best to plan and organize the project. Since that time period has arrived, I'm asking the Council to consider its thoughts for how best to proceed. I have identified some thoughts below.

I have found from experience that the best way to plan complex vertical infrastructure projects (such as a new City Hall) is to establish a project committee to guide the process. All formal decisions still come back to the Council, of course, but the project committee can "dig in" to the details much more than the Council can on its own. The committee can also meet as needed rather than being tied to the structure of two meetings per month. Finally, establishing a committee can bring in additional people with expertise and enthusiasm to help make the project the best it can be.

If the Council is interested in establishing a project committee, it certainly should include elected officials, but I would encourage you to additionally consider people such as commercial neighbors to the project, people with construction expertise, etc. We probably shouldn't talk specific names at the workshop (I usually find it best to consult with people in advance before volunteering them publicly for something), but after our discussion, any specific people you would have to recommend should be passed on to Sandra or me for follow up.

I'm very excited that we are moving forward on this project, and look forward to working together to make it a resounding success for the community.

Washington Former Public Library Renovation Preliminary Schedule
As of 4/24/15

April 28, 2015	<ul style="list-style-type: none"> • Council authorizes moving forward with Former Library renovation; reviews preliminary budget & schedule
June-July 2015	<ul style="list-style-type: none"> • City Council determines whether project processes will be managed by the Council or a separate committee (with Council representative or representatives), as well as the desired composition of this committee if applicable • City Council confirms committee appointees if applicable
August- November 2015	<ul style="list-style-type: none"> • Council or committee site visits to other recent City Hall renovation projects in comparable communities
December 2015	<ul style="list-style-type: none"> • Council or committee determination of legal contract structure for project- should a Project Manager be retained? • Confirmation of decision by full Council if applicable
January-March 2016	<ul style="list-style-type: none"> • Project Manager and/or Architect selection process • Council confirms Project Manager and/or Architect selection/contracts • Council includes project in FY17 annual budget
April-October 2016	<ul style="list-style-type: none"> • Council/committee meets with architect • Architect utilizes Municipal Building Study and 2008 Downtown Enhancement plans to develop more detailed schematic designs for the project and more closely estimates project costs • Council/committee agrees on main project features & budget • Presentation to City Council for approval
October 2016	<ul style="list-style-type: none"> • Competitive Riverboat grant application submitted • Initiate proceedings for \$700,000 GO Bond
November 2016- February 2017	<ul style="list-style-type: none"> • Architect prepares detailed plans, specifications and final cost estimates • Council approves contract procedure
March 2017	<ul style="list-style-type: none"> • Bid out project, receive and consider bids
May 2017	<ul style="list-style-type: none"> • Construction begins
May 2018	<ul style="list-style-type: none"> • Construction completed

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



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

Memorandum

June 19, 2015

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "BH", is written over the name "Brent Hinson" in the "From:" field.

Re: Police Vehicle Purchase/Purchasing Policy

It was requested that the Council discuss the purchasing policy as it relates to the recently approved purchase of a new vehicle for the Police Department. I thought I would provide you the City's purchasing policy, last updated in July 2013.

In the case of this vehicle, the Police Department obtained state bid pricing for Ford Expedition, Chevy Tahoe, and Dodge Durango police package vehicles. This would seem to be in line with the purchasing policy guideline that staff "...shall normally solicit at least 3 quotations". However, when the thoroughness of the state bid process is considered, staff actually went well beyond the requirements of the purchasing policy. In this process, the State of Iowa solicits bids from all vehicle dealers in the state, and uses this to identify the best possible price for each vehicle category. The entire point of this exercise is to save time and money for the State of Iowa and its governmental subdivisions by bidding it once, rather than innumerable times. Staff went a step further than this process, however, by seeking a bid from Deery Brothers, which was able to match state bid pricing, and was ultimately the bid that was selected.

The only thing I can see that could have been done differently is that a bid could have been solicited from Capper. However, multiple sources have indicated to me that in the past, they have not been interested in bidding on new vehicles in Washington. If the Council would like that courtesy extended for each new vehicle bid out, we could do that. Also, once Edwards Auto Group (successor to Gretter) is able to bid on vehicles, we will certainly give them an opportunity to match state bid pricing. In the past, the indication we often received was that their margin was too low on the state bid price for them to quote it, but they were fine with us purchasing a vehicle elsewhere if we brought it to them for all of the warranty service and maintenance.

RESOLUTION NO. 2013-057

**A RESOLUTION AMENDING THE PURCHASING
POLICY OF THE CITY OF WASHINGTON**

WHEREAS, the City Council established a formal purchasing policy in Resolution 2002-36, adopted on July 2, 2002; and


WHEREAS, the City Council desires to amend said policy:

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


Section 1. The amended purchasing policy, attached as Exhibit A is hereby adopted.

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

PASSED AND APPROVED this 2nd day of July, 2013.


Sandra Johnson, Mayor

ATTEST:


Illla Earnest, City Clerk

Purpose

The purpose of this Purchasing Policy is to acquaint all departments and officials with the general flow of required forms and internal procedures to be followed in the purchasing process.

Instructions

Department Heads have the authority to make contracts and purchase supplies and materials for work under their respective areas of supervision for amounts not to exceed \$1,000. For amounts greater than \$1,000, prior approval from the City Administrator is required.

The City Administrator has the authority to make contracts, purchase supplies and materials for all City programs for amounts not to exceed \$5,000. Prior approval from the City Council is required for purchases in excess of \$5,000.

The basic flow of purchasing is as follows:

1. The Department Head (or designee) recognizes the need for a purchase and selects a vendor. When making purchases, the Department Heads shall attempt to obtain the lowest price for their purchases. Notwithstanding this objective, however, Department Heads are encouraged to give preference to local businesses when the quoted price is reasonably close to a lower-priced non-local vendor. Department Heads shall normally obtain two or more quotations for purchases above \$500, and shall normally solicit at least 3 quotations.

After this is done, the following procedures shall be followed:

- A. The Department Head makes the purchases if \$1,000 or less and if there are sufficient funds available in the appropriate budget account to cover the expense.
 - B. For purchases of greater than \$1,000, the Department Head submits the request to the City Administrator for consideration. The City Administrator may approve the request if it is \$5,000 or less and if there are sufficient funds in the budget to cover the expense. The Department Head may proceed with the purchase upon the approval of the City Administrator.
 - C. The City Administrator shall refer requests to the City Council for purchases costing more than \$5,000, if the City Administrator recommends approval of the request.
2. The vendor ships and/or provides the items purchased.

3. Upon receipt of the items, the Department will inspect them in regard to quantities ordered and price before signing the packing slip or freight bill.
4. The Department Head provides the packing slip, freight bill and/or receipt to the City Administrator's Office (Accounting Clerk) for processing. A check is issued to cover the purchase.

In an emergency situation, the Mayor may approve a purchase in excess of \$5,000. The Mayor or Administrator shall notify the Council of such an emergency purchase at the next Council meeting.

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



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

Memorandum

June 19, 2015

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

From: Brent Hinson
City Administrator

Re: Possible Junk Vehicle Ordinance Changes

As Merle has worked with enforcement of the City's junk vehicle ordinance, he has identified a number of areas where there might be room for improvement in the existing wording for Chapter 51 (Junk and Junk Vehicles) and related sections of the code. Kevin has reviewed these possible changes and offered his suggestions. The changes are mostly aimed at attaining more precise or thorough language, but there is some proposed tightening of restrictions in areas such as the definition of an "all-weather surface".

I look forward to discussion at the meeting.

CHAPTER 50

NUISANCE ABATEMENT PROCEDURE

50.01 Definitions	50.12 Operable Vehicles
50.02 Nuisances Enumerated	50.13 Junk and Junk Vehicles
50.03 Other Conditions	50.14 Nuisances Prohibited
50.04 Exterior of Residential Structures	50.15 Nuisance Abatement
50.05 Grass and Weeds	50.16 Notice to Abate-Contents
50.06 Ground Cover Required	50.17 Method of Service
50.07 Removal of Snow and Ice from Sidewalks	50.18 Request for Hearing
50.08 Placing Items on the Public Right-of-Way	50.19 Abatement in Emergency
50.09 Burning of Substances Prohibited	50.20 Abatement by City
50.10 Machinery and Household Goods	50.21 Administrative Hearing Procedures
50.11 Construction Equipment and Materials	50.22 Installment Payment of Cost Abatement
	50.23 Failure to Abate

50.01 DEFINITIONS. For use in this chapter the following terms are defined:

5. "Junk vehicle" means any vehicle, trailer or semitrailer, whether currently licensed or not, which because of any one of the following characteristics constitutes a threat to the public health, welfare, and/or safety:

(a) Any vehicle, trailer, or semitrailer which is rendered inoperable, or may not be lawfully operated on a public street or highway, because of a missing or broken windshield or window glass, fender, door, bumper, hood, steering wheel, driver's seat, trunk, fuel tank, wheel, engine, drive shaft, differential, battery, generator or alternator or other component part of an electrical system, or any component or structural part;

(b) Any vehicle, trailer or semitrailer which has become the habitat of rats, mice, snakes or any other vermin or insects;

(c) Any vehicle, trailer or semitrailer which contains stored gasoline or other [flammable](#) fuel, paper, cardboard, wood or other combustible materials, garbage, refuse, solid waste, debris, etc.;

(d) Any vehicle, trailer or semitrailer used for storage purposes or harborage, cage or dwelling for animals of any kind;

(e) Any other vehicle, trailer or semitrailer which because of its defective or obsolete condition in any other way constitutes a threat to the public health or safety of the citizens of Washington, Iowa;

~~(f) Any inoperable vehicle which contains gasoline or any flammable fuel.~~

(Ord. 882 - Jan. 2005 Supp.)

50.11 CONSTRUCTION EQUIPMENT AND MATERIALS. Operable machinery, equipment, and materials being used for construction purposes, including pipes, lumber, forms, dirt, sand, and sod, shall not be stored or kept in the open [in residential zones](#), except:

~~1. For use in the ordinary course of business as the inventory or asset of a contractor, supplier, or government subdivision; or~~

2. On the job site of a project in progress for a period not to exceed thirty (30) days after construction has been completed or a separate certificate of occupancy has been issued, whichever occurs first.

50.12 OPERABLE VEHICLES. Operable ~~motor~~ vehicles, materials, supplies or related equipment may be parked or stored outside only if placed in a rear yard area, or in a front yard or side yard if such vehicle is parked or stored on a temporary basis, not to exceed twenty-four (24) consecutive hours, and if the vehicle is parked or stored on an all-weather surfaced area.

(Ord. 1011 - 2013 Supp.)

CHAPTER 51

JUNK AND JUNK VEHICLES

51.01 Definitions

51.05 Notice to Abate

51.02 Junk and Junk Vehicles - Storage

51.06 Notice to Abate

51.03 Operable Vehicles

51.07 Release of Impounded Vehicles - Procedure

51.04 Junk and Junk Vehicles Prohibited

51.08 Surrender/Release of Title

51.01 DEFINITIONS. For use in this chapter the following terms are defined:

1. "All-weather surface" means an asphalt, Portland cement concrete, turf block, brick pavers or gravel surface [free of all weeds for the entirety of the surface and](#) of sufficient thickness to adequately support a motor vehicle.

3. "Inoperable condition" means a vehicle that (1) has a missing or defective part that is necessary for normal operation, or (2) is on blocks, jacks or other supports, ~~or~~ (3) does not have a current license, [properly displayed](#), for operation on a public roadway, [as defined in Chapter 321.18 of the Code of Iowa, or \(4\) does not have all tires inflated properly in order for the vehicle to operate correctly. This list is not intended to be exhaustive, and other conditions that show that a vehicle is not operable may also exist.](#)

5. "Junk vehicle" means any vehicle, trailer or semitrailer, ~~whether currently licensed or not,~~

~~which because of anyone of the following characteristics constitutes a threat to the public health, welfare, and/or safety~~ or any other type of vehicle, whether currently licensed or not, which includes, but is not limited to the following characteristics:

(a) Any vehicle, trailer, or semi trailer which is rendered inoperable, or may not be lawfully operated on a public street or highway, because of a missing or broken windshield or window glass, fender, door, bumper, hood, steering wheel, driver's seat, trunk, fuel tank, wheel, engine, drive shaft, differential, battery, generator or alternator or other component part of an electrical system, or any component or structural part;

(b) Any vehicle, trailer or semi trailer which has become the habitat of rats, mice, snakes or any other vermin or insects;

(c) Any vehicle, trailer or semi trailer which contains stored gasoline or other flammable fuel, paper, cardboard, wood or other combustible materials, garbage, refuse, solid waste, debris, etc.;

(d) Any vehicle, trailer or semi trailer used for storage purposes or harborage, cage or dwelling for animals of any kind;

(e) Any other vehicle, trailer or semi trailer which because of its defective or obsolete condition in any other way constitutes a threat to the public health or safety of the citizens of Washington, Iowa;

~~(f) Any inoperable vehicle which contains gasoline or any flammable fuel.~~

(Ord. 882 - Jan. 2005 Supp.)

7. "Motor Home" means a motor vehicle designed as an integral unit to be used as a conveyance upon the public streets and highways for use as a temporary or recreational dwelling as defined in the Code of Iowa 321.1(36C)(d).

~~7.8.~~ "Motor vehicle" means a vehicle which is self-propelled and not operated upon rails.

(Code of Iowa, Sec. 321.42(a))

8. "Nuisance" means whatever is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property so as to interfere essentially with the comfortable enjoyment of life or property.

(Code of Iowa, Sec. 657.1)

9. "Outside" means to be not within an enclosed storage facility or structure and to be visible from other property, including public right-of-way.

10. "Residential area" means an area which is either classified as a residential district for zoning purposes or is regularly used by its occupants as a permanent place of abode or dwelling, which is made one's home as opposed to one's place of business and which has housekeeping and cooking facilities.

11. "Restoration" means to bring back to a former condition.

12. "Semitrailer" means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constituted that some of its weight rests upon or is carried by another vehicle.

(Code of Iowa, Sec 321.1(71))

13. "Trailer" means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and being constructed that no part of its weight rests on the towing vehicle.

(Code of Iowa, Sec 321.1(85))

14. "Undeveloped area" means a parcel of land which has no buildings or structures and which is not a park, playground, athletic field, parking area, or place used for vehicular traffic.

15. "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon the highway as defined in the Code of Iowa 321.1(90).

16. "Vital component parts" means those parts and elements of a motor vehicle that are essential to the mechanical functioning of the vehicle on a public roadway in a lawful manner, including but not limited to the motor drive train and wheels.

17. "Yard, front" means an open space extending the full width of the lot between the building and the front lot line, unoccupied and unobstructed from the ground upward, except as otherwise specified in the zoning regulations.

(c) Any vehicle, trailer or semi trailer which contains stored gasoline or other fuel, paper, cardboard, wood or other combustible materials, garbage, refuse, solid waste, debris, etc.;

(d) Any vehicle, trailer or semi trailer used for storage purposes or harborage, cage or dwelling for animals of any kind;

(e) Any other vehicle, trailer or semi trailer which because of its defective or obsolete condition in any other way constitutes a threat to the public health or safety of the citizens of Washington, Iowa;

(f) Any inoperable vehicle which contains gasoline or any flammable fuel.
(Ord. 882 - Jan. 2005 Supp.)

51.02 JUNK AND JUNK VEHICLES - STORAGE. No junk shall be stored outside on public or private property. No junk vehicles shall be parked or stored outside in a residential area for a period of more than seven (7) calendar days. In addition, no junk vehicles shall be parked outside on display for sale, lease, or other commercial purpose, by itself or with other motor vehicles for sale, lease or other commercial purpose in any area or district of the City. The provisions of this section do not apply to any junk or a junk vehicle stored within:

1. Structure. A garage or other enclosed structure; or
2. Salvage Yard. An auto salvage yard or junkyard lawfully operated within the City.
3. Automotive Towing/Repair Business: Persons engaged in the business of towing motor vehicles, temporary storage of motor vehicles, general motor vehicle repair, and motor vehicle body repair that are lawfully operated within the City. However, any inoperable vehicles stored temporarily as part of a legal business operation as described above shall be screened from the public view via fencing. Unless the motor vehicle is actively being repaired or being readied for auction as in the case of a vehicle storage business, the vehicle shall not be stored outside for a period exceeding twenty (20) days. These businesses must be located within a commercial, or industrial zoned area within the City. Furthermore, these businesses must be in full compliance with all other ordinances of the City and the laws of the State of Iowa.
4. Permit: A permit may be obtained from the City for the purpose of restoring an automobile and light truck only. This permit will be valid for one (1) year from date of issue. Permits may be obtained from City Hall at a cost of \$25.00. Permit holders must store the vehicle on an all weather surface, ~~or in an inconspicuous place on their property.~~ If the vehicle is stored outside, it must be covered with a secured non-transparent covering that covers the entire vehicle.

51.04 JUNK AND JUNK VEHICLES PROHIBITED. It is unlawful for any person to store, accumulate, or allow to remain on any private property within the corporate limits of the City any junk or junk vehicle. For abatement purposes, any vehicle defined as inoperable shall be classified as a junk vehicle.

CHAPTER 80

ABANDONED VEHICLES

80.01 DEFINITIONS. For use in this chapter the following terms are defined:

(Code of Iowa, Sec. 321.89[1])

1. "Abandoned vehicle" means any of the following:

A. A vehicle that has been left unattended on public property for more than twenty-four (24) hours and lacks current registration plates or two (2) or more wheels or other parts which renders the vehicle totally inoperable.

B. A vehicle that has remained illegally on public property for more than twenty-four (24) hours.

C. A vehicle that has been unlawfully parked or placed on private property without the consent of the owner or person in control of the property for more than twenty-four (24) hours.

D. A vehicle that has been legally impounded by order of a police authority and has not been reclaimed for a period of ten (10) days. However, a police authority may declare the vehicle abandoned within the ten-day period by commencing the notification process.

E. Any vehicle parked on the highway determined by a police authority to create a hazard to other vehicle traffic.

F. A vehicle that has been impounded pursuant to Section 321J.4B of the Code of Iowa by order of the court and whose owner has not paid the impoundment fees after notification by the person or agency responsible for carrying out the impoundment order.

[G. Any vehicle that is considered inoperable pursuant to Section 51.01\(3\) of this Code.](#)

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



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Memorandum

June 19, 2015

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

From: Brent Hinson
City Administrator

Re: Development of Residential Alleys

This item is on the agenda at the request of Russ Zieglowsky and Bob Shellmyer. Russ and Bob approached me to ask the City's policy as it relates to putting down rock on previously undeveloped (grass) alleys. Essentially, the unwritten policy over the years has been that if a resident requests it, the City has put down gravel and provided the labor at no direct cost to the resident. I actually happen to have one of these situations on my own block, where the southernmost two properties on the block have gravel, which serves two garages that back to the alley, and the rest of the block has a grass alley. Longtime employee Jay Quigley actually told me that the whole alley had been rocked at one time, but that residents had actually requested it be put back to grass for the majority of the alley.

I have struggled to find written policies from other cities on this topic. I have attached the one I found, from the City of Onawa. It seems to relate more to regular maintenance of alleys, something I think we handle appropriately, and I'm not sure we would want to follow their lead in essentially not maintaining alleys (they don't provide rock to alleys at all, even for maintenance purposes).

Basically, I think the M/C crew is just fine with the policy as is, but a couple of things to consider are whether the Council would want: 1) The resident to be required to pay for the rock when requesting rock on an undeveloped alley; and 2) The resident to secure the permission of adjacent property owners affected by the possible development of the alley prior to any work being done.

I have attached a brief email from JJ with some related thoughts.

City Of Onawa Alley Maintenance Policy

This policy shall be used as a guide for the maintenance of alleys.

“Alley” as defined by City of Onawa Code of Ordinances — “a public right-of-way, other than a street, affording secondary means of access to abutting property.”

- The City of Onawa shall have the responsibility to maintain alleys on an ‘as needed’ basis.
- The City of Onawa shall allow property owners to make improvements to their abutting alley at their own expense. The City of Onawa shall continue to accept the responsibility to maintain that alley as needed.
- The City’s Utilities Departments shall maintain improved alleys upon the completion of utility repairs or installations in a like manner
- The City of Onawa is not responsible to provide and maintain additional rock in improved alleys for those property owners who wish to use the alleys for regular access to their property. This use shall be considered the same as driveway usage and replacement/addition of rock shall be the property owner’s responsibility.
- The City of Onawa will maintain alleys with dirt, street sweepings, mixed dirt and waste rock, asphalt, or similar materials, as it may be available. This type of fill shall not be considered an improvement.
- The City of Onawa shall push snow from alleys with a V-plow when conditions require it, but only at such time as equipment and manpower availability allow it to be done.

Brent Hinson

From: JJ Bell
Sent: Wednesday, June 17, 2015 10:25 AM
To: Brent Hinson
Cc: Tim Kleese
Subject: Alleys

Brent,

I haven't thought a lot about this, but I'll go for what ever Council wants. I think with the cost of rock it doesn't take much to rock an alley, more time than anything. If we make a policy which would be nice, keeping it the same as we do now would not be a big issue. The biggest issue would be making residences aware of certain areas that can't have alleys, where there is no Right Of Way. In the past alleys have been vacated with signatures from the residences along certain alleys. There are a hand full of alleys that have rock, but not City alleys, in which we do not maintain whether it be blading the rock or removal of snow. Talk to you soon.

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