



AGENDA OF THE SPECIAL SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IOWA  
TO BE HELD AT WASHINGTON FREE PUBLIC LIBRARY  
NICOLA-STOUFER MEETING ROOM  
115 W. WASHINGTON STREET  
AT 6:00 P.M., TUESDAY, SEPTEMBER 22, 2015

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Special Session to be held at 6:00 PM on September 22, 2015 to be approved as proposed or amended.

**SPECIAL PRESENTATION**

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

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS**

Discussion and Consideration of a Resolution Endorsing the Operations and Advisory Committee – Washington Performing Arts & Event Center.

Discussion of Snow Emergency Policy.

Discussion and Consideration of a Right-of-Way Services Agreement – Highway 1 S. Water Main.

**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

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

**A RESOLUTION ENDORSING THE WASHINGTON PERFORMING ARTS & EVENT CENTER OPERATIONS AND ADVISORY COMMITTEE**

WHEREAS, the Washington Performing Arts & Event Center is currently under construction adjacent to Washington High School; and

WHEREAS, the City Council approved a 28E Agreement with the Washington Community School District on May 20, 2014 regarding the operations of this facility; and

WHEREAS, operational planning for the facility is underway, and the City is being asked to designate official City representatives to the operating committee.

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

Section 1. The City Council endorses the general plan of action for the Operations & Advisory Committee, as presented in the attachment to this Resolution.

Section 2. The City Council endorses the appointments for individuals representing outside bodies on the Committee as listed in the attachment.

Section 3. The City Council hereby appoints the following individuals as City representatives on the Committee: Jaron Rosien and Brent Hinson.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 22<sup>nd</sup> day of September, 2015.

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

ATTEST:

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

**Washington Performing Arts & Event Center  
Operations & Advisory Committee**

The committee will be comprised of the following representation, appointed by the Washington City Council.

| <u>Group</u>                          | <u>Appointees</u>   |
|---------------------------------------|---|
| Community (General)                   | Jan Gallagher, Robert Youngquist, Millie Youngquist, Gary McCurdy, Karen Moenck, Melissa Westphal, Jean Potratz |
| City of Washington                    | Jaron Rosien, Brent Hinson  |
| Washington Economic Development Group | Ed Raber  |
| Washington Chamber of Commerce        | Michelle Redlinger  |
| Washington Schools                    | Jeff Brock, Mike Jewell   |

The purpose of the New Performing Arts & Events Center Operations & Advisory Committee should include the following responsibilities:

1. To develop a community events schedule for six professional performances per year. The first year the events will have a sponsor and ticket sales will create a operating fund for the Advisory Board.
2. To solicit, market and host the six professional events each year.
3. To work with the Chamber of Commerce to schedule meetings, entertainment events and performances in the new auditorium.
4. To market the new facility to the community for use for local and regional concerts, motivational programs, corporate training seminars, lectures, business meetings, agricultural training, political debates, etc..
5. To work with the Washington Community School District to see that school/community activities suggested by the committee or similar activities take place in the new auditorium, and that these activities include other neighboring school districts when feasible.
6. To work with the district to assure that the activities suggested by the committee follow appropriate school district guidelines.
7. To work with the district to be sure that the upkeep and maintenance of the facility are handled in a timely manner.
8. To work with the district to encourage continual school and community support of a maintenance endowment fund
9. To work with the school district to encourage school/community volunteerism to aid in the organization and implementation of many varied school and community events in this venue

The committee will establish guidelines for periodic committee member replacement.

*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*

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## **Memorandum**

September 17, 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: Snow Emergency Policy

Last winter, we had several snow emergencies declared, which resulted in towing of some vehicles which were left on the street in violation of the declaration of emergency (see attached Section 69.13 of our Code of Ordinances). There are years where no snow emergency declarations may be necessary, and there may be years where numerous declarations are needed, all dependent on the severity of the winter. In those cases, it is very necessary that vehicles be removed from the streets to allow orderly and efficient removal of snow, but the criticism has arisen that some people are left with nowhere to go.

As per the ordinance, a snow emergency is declared by the Mayor, in cooperation with the Police Chief and Maintenance/Construction Superintendent. Snow emergencies are publicized by notifying the County Communications Center, which then distributes that information to all area media outlets. Vehicles are not immediately towed when the snow begins, in an effort to give people time to get them moved. We begin towing as the snow deepens and the street is being plowed, and there has been no attempt to move the vehicle. After a vehicle is towed, we go back and re-plow. As per the ordinance, after the streets are cleaned and the snow has stopped, people can return to parking on the streets.

I met with Chief Goodman, M/C Superintendent JJ Bell, and M/C Assistant Superintendent Tim Kleese to discuss this issue. Generally speaking, we believe the policy we are following for snow emergencies is what is appropriate. If we wanted to adopt a very "soft" policy, then people would have to learn to live with it taking a much longer time to get the snow cleared after a major event, and I believe that would actually generate far more complaints than asking people to move their vehicles for a period of time. However, we certainly do understand the concern that some people have nowhere to go during a major event. The area that seems to be of most concern is the downtown area. There are definitely a number of properties outside the downtown area that do not have driveways or other designated

off-street parking. However, given a little effort, there are few places that do not have at least a car-sized or larger area of yard that could be prepared to temporarily park a vehicle during a snow emergency. While we, generally speaking, don't want people parking in yards, a snow emergency is an emergency situation, and this is unlikely to be a problem as long as the owners get the cars moved within a reasonable period of time after the storm. We discussed alternate-side parking, and believe we should stay away from this, as it would necessitate almost twice as much work to get a street fully cleaned, and any vehicles in the street still present an obstacle to snow plows. It seems like most of the places that have embraced alternate-side parking are either dense urban areas or college towns, and I tend to think that they've embraced it out of necessity, rather than because it's the ideal way to regulate parking in all cities.

In the downtown area, however, there do happen to be various residential units with no viable off-street alternative available, and we do think options need to be provided there. Some people have been taking matters into their own hands, and parking in other lots around the downtown area, with or without permission. It seems like a fairly easy bargain could be worked out with owners of one or more of the larger lots to allow people to be directed to park there, and in exchange, the City would clear the lot of snow during the winter. An additional option we discussed was allowing snow emergency parking in the spaces on the street directly up against Central Park. There are approximately 60 spaces available, and this wouldn't create a big problem with removal from the rest of the square.

I have asked Police and M/C Departments to each have a representative at the meeting to assist with policy development. I look forward to discussion on this subject.



and five o'clock (5:00) p.m. on each day except Sundays and holidays in the area along the curb upon the following designated streets:

*(Code of Iowa, Sec. 321.236 [1])*

1. Washington Street from Second Avenue-to-Avenue B;
2. Main Street from Second Avenue-to-Avenue B;
3. Iowa Avenue from Jefferson Street to Second Street;
4. The north side of West Second Street from Iowa Avenue to Marion Avenue.  
*(Ord. 905 – 2006 Supp.)*
5. North Avenue B from West Main St. to the alley north of the Washington County Courthouse. *(Ord. 766 - Nov. 97 Supp.)*

**69.12 ONE VEHICLE, ONE HOUR PARKING.** Parking is limited to no more than one vehicle and for a period of not to exceed one hour on the east side of South Avenue D for a distance of sixty-six (66) feet north of West Madison Street.

**69.13 SNOW EMERGENCY.** No person shall park, abandon or leave unattended any vehicle on any public street, alley, or City-owned or leased off-street parking area during any snow emergency proclaimed by the Mayor unless the snow has been removed or plowed from said street, alley or parking area and the snow has ceased to fall. A snow emergency parking ban shall continue from its proclamation throughout the duration of the snow or ice storm and the forty-eight (48) hour period after cessation of such storm except as above provided upon streets, which have been fully opened. Such a ban shall be of uniform application and the Police Chief is directed to publicize the requirements widely, using all available news media, in early November each year. Where predictions or occurrences indicate the need, the Mayor shall proclaim a snow emergency and the Police Chief shall inform the news media to publicize the proclamation and the parking rules thereunder. Such emergency may be extended or shortened when conditions warrant.

**69.14 SNOW ROUTES.** The Council may designate certain streets in the City as snow routes. When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic.

*(Code of Iowa, Sec. 321.236[12])*

*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  
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## **Memorandum**

September 17, 2015

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

From: Brent Hinson  
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Right of Way Services for Highway 1 Water Main

As I mentioned at the September 15 City Council meeting, due to DOT direction, we will have to obtain easements to run the planned water main from the Fairgrounds to the Business Park on private property rather than on DOT right-of-way. Obtaining easements will be much less expensive than attempting to put the new water main on the back slope of the Highway 1 ditch, which would involve multiple utility interactions and a major change order to the project.

I have attached a proposal from A&R Land Services to perform the easement acquisition services. They are the same firm that did easement acquisition for the West Side Interceptor project and is currently doing easement acquisition for the West 5<sup>th</sup> Street Parallel Water Main project. They are very thorough, and have worked previously with 2 of the 3 landowners (on the West Side Interceptor project). Obtaining easements of this sort is complicated and requires quite a bit of time. In this particular case, we also need to work fast to allow DeLong to proceed on the project this fall as planned. A&R has the experience and efficiency to get this work done (and done right) within the necessary timeframe.



## RIGHT OF WAY SERVICES AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **THE CITY OF WASHINGTON, IOWA**, hereinafter referred to as the 'ACQUIRING AGENCY', and **A & R LAND SERVICES, INC.**, the Consultant, hereinafter referred to as the 'ROW AGENT'.

WHEREAS, the **Acquiring Agency** requires professional Right of Way Services to be provided by the **ROW Agent** for acquiring water main easements for approximately 3 parcels along Highway 1 in the City of Washington, Iowa.

IN CONSIDERATION OF the mutual covenants and promises between the parties hereto, the **ROW Agent** agrees to provide the following services as required by the **Acquiring Agency**. It is agreed as follows:

I. STANDARDS FOR RIGHT OF WAY SERVICES:

The **ROW Agent** agrees to perform the services required by the terms of this Agreement in accord with the following general standards.

A. Professional Representative: The **ROW Agent** shall serve as the **Acquiring Agency's** professional representative in the performance of the work of this Agreement, and shall give consultation and advice to the **Acquiring Agency** during the performance of these services. The **ROW Agent** shall provide services necessary for compliance with this Agreement and shall endeavor to protect the **Acquiring Agency** against defects and deficiencies in the work of Title Abstractors, Independent Appraisers or Attorneys, and other professionals or specialists, if any, providing professional services for the **ROW Agent** on this project.

B. Professional Responsibility: The **ROW Agent** represents that the Services shall be performed, within the limits prescribed by the terms of this Agreement, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the Services are performed. No other representations, whether express or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, and document or otherwise.

C. Standards for Work:

1. Law and Administrative Rules: Unless specified otherwise by the terms of this Agreement, all right of way work performed by the **ROW Agent** shall comply with the acquisition policies and requirements of Iowa Code Chapter 6A *Eminent Domain Law (Condemnation)*, Chapter 6B *Procedures Under Eminent Domain*, and Chapter 316 *Relocation Assistance*, and the *Uniform Manual, Real Property Acquisition and Relocation Assistance* adopted by the Iowa Administrative Code 761IAC111, for that segment of projects that lies within the State of Iowa; AND the corresponding laws of the State in which the parcel is located.

2. Policy and Procedure: Misunderstandings between the **ROW Agent** and the **Acquiring Agency** over appropriate policy and procedure for the performance of

right of way work shall be resolved by compliance with the requirement of appropriate and current right of way policy and procedural manuals of the **Acquiring Agency** or, in the absence of an **Acquiring Agency's** manual or policy, the Iowa Administrative Code concerning Real Property Acquisition and Relocation Assistance, Chapter 111, 761IAC111, and the appropriate and current policy and procedure manual or policy of the State in which the parcel is located.

II. GENERAL RIGHT OF WAY SERVICE(S): General Right of Way Services to be provided shall include:

- A. Acquisition Services: The **ROW Agent** shall propose and obtain approval from the **Acquiring Agency's** legal counsel or applicable representative regarding the form and format of options, purchase agreements, contracts, deeds, easements, and other contract acquisition and transfer documents necessary to secure the required property rights needed for projects.

The **Acquiring Agency** or applicable representative will provide the **ROW Agent** with right of way design and engineering advice and assistance in the performance of this acquisition function as necessary.

All available "Reports of Record Ownership and Liens" or other forms of Title Reports and their recertification shall be furnished by the **ROW Agent** to the **Acquiring Agency**, if title services are requested by the **Acquiring Agency**.

The **ROW Agent** shall prepare a parcel file for each property from which a property right is to be acquired and shall prepare and use the approved form of purchase agreement or acquisition document necessary to acquire the property rights required from each parcel.

If necessary to assure receipt of timely possession of real property needed, the **ROW Agent** shall attempt to obtain the landowner's consent to granting the **Acquiring Agency** possession in advance of the landowner's receipt of payment for the acquisition.

The **ROW Agent** shall make and document a Good Faith effort to negotiate the purchase of the land or interests in the land needed for projects as required by the Laws of the State of Iowa. The **ROW Agent** shall make at least three (3) personal contacts with the landowners and property tenants or their representatives to explain the effect of the acquisition, answer questions, and make a written offer to acquire right of way. The **ROW Agent** shall consider and report landowner counteroffers and shall recommend and make approved offers for administrative settlements. Non-resident landowners shall be contacted by mail, return receipt requested.

Negotiations shall be considered complete upon occurrence of one of the following: (1) both the landowner and tenant accept the offer or an administrative settlement; (2) either the landowner or tenant fails or refuses to sign the offer or administrative settlement after a fourth pre-condemnation follow-up negotiation contact; or, (3) in the judgment of the **Acquiring Agency** and the **ROW Agent** negotiation has reached an impasse.

Approved forms of signed and acknowledged purchase offers, acquisition contracts, and agreements shall be submitted by the **ROW Agent** to the **Acquiring Agency's**

legal counsel or applicable representative for approval prior to their approval and acceptance by the **Acquiring Agency**.

Negotiation fees for services to be paid to the **ROW Agent** shall be paid directly to the **ROW Agent** by the **Acquiring Agency**.

For every parcel on which negotiation has reach an impasse or that cannot be acquired by negotiated agreement, the **ROW Agent** shall deliver as much of the file to the **Acquiring Agency** as is necessary to begin preparation for the condemnation of the parcel.

**B. Administrative Settlements and Condemnation Hearings and Reports:**

1. **Administrative Settlements:** The **ROW Agent** shall not offer a landowner or tenant an amount in excess of the approved appraisal/compensation estimate without the prior approval of the **Acquiring Agency**.

If an agreement cannot be reached with a landowner through normal negotiation procedures, the **ROW Agent** shall review the parcel giving full consideration to the appraiser's opinion of value, the determination of the review appraiser, recent sales of similar land, recent awards by compensation commissions for similar property in the same area, the amount of probable testimony by other the appraiser and the property owner AND, should the parcel be condemned, to make a recommendation whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based upon such recommendations until it has been approved by the **Acquiring Agency**.

- C. Litigation Defense and Witness Costs:** The **Acquiring Agency** shall be solely responsible for defending against claims or lawsuits brought against the **Acquiring Agency** for work performed on projects. **At the request of the Acquiring Agency**, the **ROW Agent** shall appear and, if called, testify either in court or before administrative bodies as expert witnesses for the **Acquiring Agency** in support of any work contracted for in this Agreement. Payment for appearances and testimony and necessary preparation time is extra work, or work in addition to the work contracted for in this Agreement, and will be paid at the agreed rate per hour or per day for actual hours or days to prepare for and appear, including necessary travel time. Requests for payment for appearances and testimony shall itemize the parcel, date, hours, and travel time for which payment is requested.

**III. ADMINISTRATIVE PROVISIONS:** This Agreement shall be administered in accord with the following terms.

- A. Beginning of Work:** The **ROW Agent** shall not begin work on projects until the **Acquiring Agency** completely executes or approves a copy of this Agreement and it is returned to the **ROW Agent** with notice to proceed.

The **Acquiring Agency** or application representative shall furnish to the **ROW Agent** all engineering and project-related survey data, plans, property plats, acquisition plats, legal descriptions, cross sections, plan changes, or other applicable products or data that are available or that become available and needed by the **ROW Agent** to understand and to complete the work of the **ROW Agent**. The **Acquiring Agency** shall promptly furnish answers to inquiries by the landowner(s) or interest holder(s) and

provide decisions, notices or determinations, and payment warrants required and necessary for the **ROW Agent** to begin, continue, and complete work.

- B. Termination: This Agreement shall terminate when the **Acquiring Agency** and the **ROW Agent** determine that the work of the **ROW Agent** has been completed and the **ROW Agent** has been paid for all completed work. Notwithstanding any of the provisions contained herein, the **Acquiring Agency** and the **ROW Agent** shall have the right to delay or cancel further performance of all or any separable part of this Agreement at any time by written notice to the other party. On the date of such delay or cancellation stated in the notice by either party, the **ROW Agent** shall discontinue all Work pertaining to this Agreement, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to this Agreement, Work in progress and completed Work both in the **ROW Agent's** and in its suppliers' offices pending the **Acquiring Agency's** instructions, and shall dispose of same in accordance with the **Acquiring Agency's** instructions.
- C. Work Completion Deadlines: Time is of the essence. Negotiation work shall be completed as scheduled by the **Acquiring Agency** and the **ROW Agent**. The **ROW Agent** agrees to proceed with work immediately. It is anticipated that property will be acquired or the negotiations will have reached an impasse within thirty (30) to sixty (60) days after a written offer has been sent or delivered to the landowner. The **ROW Agent** shall furnish weekly status reports of work completed and a record of contacts made and shall complete negotiations on all parcels to be certified by the completion of projects. The **ROW Agent** shall deliver parcel files for each parcel acquired by negotiated agreement within thirty (30) days from the date the last landowner or tenant signs the contract.
- D. Payment for Right of Way Services: When the **ROW Agent** is to be paid by the **Acquiring Agency**, the **ROW Agent** shall promptly submit an itemized invoice for service(s) to the **Acquiring Agency** on a monthly basis unless a different invoicing schedule is requested by the **Acquiring Agency**. As a condition of payment the **ROW Agent** shall attend meetings and participate in requested conferences with representatives of the **Acquiring Agency** and shall provide information necessary to facilitate work or to the acceptance and payment for work completed.

Payment for the services of the **ROW Agent** shall be:

1. At the agreed hourly rate of **\$65.00** per hour for the **ROW Agent**.
2. For hours worked on each parcel to be acquired, to attend meetings, and participate in conferences with representatives of the **Acquiring Agency**.
3. For **Actual Expenses** which include:
  - (a) Mileage at the current allowable Federal Rate (currently \$0.575/mile);
  - (b) Per Diem at the current allowable rate as authorized by GSA (currently \$46);
  - (c) Lodging at the current allowable rate as authorized by GSA (currently \$83);
  - (d) Postage on an actual basis as incurred on the project(s);
  - (e) Copies and Printing at 10 cents per black and white page and 50 cents per color page;
  - (f) Telephone calls on an actual basis as incurred on projects;
  - (g) Any other project-related expenses based on actual incurrence.

4. Estimated fees for this project are **\$10,080.00**, including expenses, subject to reduction in fees for elimination of specific services required for this project by the **Acquiring Agency**. This estimate is based on the provided *Right of Way Services Prices for A & R Land Services, Inc.* and for the acquisition of 3 parcels.

IV. MISCELLANEOUS PROVISIONS:

A. General Compliance with Laws: The **ROW Agent** shall comply with all Federal, State, and local laws and ordinances applicable to the work.

B. Insurance: **ROW Agent** shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure against claims and liabilities which arise because of the execution of this Agreement. Insurance coverage carried by the **ROW Agent** is the following:

| <u>Commercial General Liability</u>     | <u>Limits of Insurance</u> |
|---|----------------------------|
| Each Occurrence                         | \$1,000,000                |
| Damage to Rented Premises (Each occur.) | \$300,000                  |
| Medical Expenses – Any one person       | \$10,000                   |
| Personal and Adv. Injury                | \$1,000,000                |
| General Aggregate                       | \$2,000,000                |
| Products – Comp./Op. Agg.               | \$2,000,000                |

| <u>Automotive Liability</u>   | <u>Limits of Insurance</u> |
|---|----------------------------|
| Combined Single Limit for bodily injury and property damage (Each accident) | \$1,000,000                |

| <u>Workers Compensation Insurance and Employer's Liability Insurance</u> | <u>Limits of Insurance</u> |
|--|----------------------------|
| In accordance with statutory requirements (Each accident)                | \$500,000                  |

| <u>Real Estate Errors &amp; Omissions Professional Liability</u> | <u>Limits of Insurance</u> |
|--|----------------------------|
| Each claim   | \$1,000,000                |
| Aggregate  | \$1,000,000                |

| <u>Umbrella Liability</u> | <u>Limits of Insurance</u> |
|---------------------------|----------------------------|
| Each Occurrence           | \$5,000,000                |
| Aggregate                 | \$5,000,000                |



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNATURES:**

**ROW Agent:**

A & R Land Services, Inc.  
1601 Golden Aspen Drive, Suite 105  
Ames, IA 50010  
Phone: 515-337-1197  
Fax: 515-337-1274  
Email: rgurwell@a-rland.com

**Acquiring Agency:**

City of Washington, Iowa  
215 East Washington Street  
Washington, IA 52353  
Phone: 319-653-6584  
Fax: 319-653-5273  
Email: bhinson@washingtioniowa.net

By: \_\_\_\_\_  
Ryan K. Gurwell  
President

By: \_\_\_\_\_  
Brent D. Hinson  
City Administrator