



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE COUNCIL CHAMBERS
AT 120 E. MAIN STREET
AT 6:00 P.M., TUESDAY, MAY 3, 2016

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, May 3, 2016 to be approved as proposed or amended.

Consent:

1. Council Minutes 04-19-2016
2. Council Minutes 04-26-2016
3. Veenstra & Kimm, Engineering Services – Casey’s Site Plan Review, \$313.60
4. Veenstra & Kimm, Engineering Services – U.P. Home Site Plan Review, \$707.65
5. Veenstra & Kimm, Engineering Services – Industrial Park Rise Improvements, \$7,655.66
6. Veenstra & Kimm, Engineering Services – Court House Sewer Separation, \$225.50
7. Kevin D. Olson, Professional Services, \$1,362.84
8. Interstate Power & Light Company, Installation of Electric Power to New Water Tower Area, \$22,402.37
9. Lebowski’s Rock N Bowl, E. Washington Street, Add Catering License,
10. Department Reports

Consent - Other:

Claims and Financial Reports:

Claims as Presented.

SPECIAL PRESENTATION

Discussion and Consideration the following requests :

Rock & Ride and Rock & Run 5K Request.

Pipeliner’s Bar & Grill Outdoor Service Area & Road Closure Request – Jason Mellinger

Main Street Washington, Movies on Main Request – Sarah Grunewaldt

Summer Classic Request – Michelle Redlinger

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

Public Hearing on Demolition – 216 E. Jefferson Street.

Discussion and Consideration of Bids on Demolition of 216 E. Jefferson Street.

Discussion and Consideration of Online Payment of City Bills.

Discussion and Consideration of Professional Services Agreement with MMS Consultants – 2016 Sitler Drive Improvements.

Discussion and Consideration of Professional Services Agreement with MMS Consultants – 2016 Sunset Park (Ave. H Project)

Discussion and Consideration of Commercial Realtors Proposals for Old Library Building.

Discussion and Consideration of Change Order #1, Washington Business Park.

Discussion and Consideration of Change Order #2, Court House Sewer Separation.

Discussion and Consideration of Change Order #1, Lexington Lift Station, and Pay Estimate #4 (Final) in the amount of \$9,280.04 to WRH Construction, Inc.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Discussion and Consideration of Resolution Accepting Public Improvements – Lexington Lift Station.

Discussion and Consideration of Resolution of Support - Main Street Washington.

Discussion and Consideration of Resolution Fixing a Date for Hearing on a Proposed \$5,660,000 Conduit Revenue Bond Issuance – U.P. Home.

Discussion and Consideration of Resolution Setting Public Hearing on a Development Agreement – YMCA.

Discussion and Consideration of a Resolution Approving Specifications, Form of Contract, Cost Estimate, and Setting Dates for a Public Hearing and Receipt of Bids for the 2016 Seal Coat Project.

Discussion and Consideration of Second Reading of an Ordinance Amending Code of Ordinance Chapter 69.08 – Lincoln Elementary School drop off/pick up zone.

Closed Session per Code of Iowa, Section 21.5(j) Purchase of Real Estate.

DEPARTMENTAL REPORT

Police Department
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor

Brendan DeLong
Kerry Janecek
Jaron Rosien
Kathryn Salazar
Millie Youngquist
Russ Zieglowsky

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 04-19-2016

The Council of the City of Washington, Iowa, met in the council chambers, 120 E. Main Street, at 6:00 P.M., Tuesday, April 19, 2016. Mayor Pro Tem Zieglowsky in the chair. On roll call present: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Absent: none.

Motion by Rosien, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 19, 2016 be approved as proposed. Motion carried.

Consent:

1. Council Minutes 04-04-2016
2. PAWS & More Animal Shelter, Animal Services January-March 2016, \$4,000.00
3. A & R Land Services, Inc., ROW Services – Highway 1 Water Main Project, \$1,815.61
4. Kevin D. Olson, Legal Services, \$1,077.34
5. Fox Engineering, Lexington Blvd. Wastewater Pump Station Improvements, \$3,794.30
6. Fox Engineering, W. 5th Street Parallel Water Main Project, \$366.35
7. Fox Engineering, Elevated Water Storage Tank Project, \$926.00
8. Fox Engineering, Well #6 Pump Replacement, \$672.00
9. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$7,264.50
10. Fox Engineering, Washington Waste Water Treatment Plant, \$616.50
11. Department Reports

Motion by Rosien, seconded by Salazar, that the consent agenda be approved. Motion carried.

Consent - Other:

1. DeLong Construction, Court House Sewer Separation Project, \$86,263.33
2. DeLong Construction, Industrial Park Water Main Project, \$42,854.60
3. DeLong Construction, Industrial Park RISE Improvements, \$167,450.23

Motion by Rosien, seconded by Salazar, to approve consent – other. Motion carried. DeLong abstained with conflict.

Motion by Youngquist, seconded by Salazar, to approve payment of the claims as presented. Motion carried.

Finance Director Kelsey Brown gave the March Financial reports.

Motion by Salazar, seconded by Youngquist, to accept the financial reports as presented. Motion carried.

Several citizens came before council to give their opinion on the proposed YMCA referendum. One citizen had a question regarding paving.

Michelle Redlinger, Chamber Director, came before council to invite them to attend the Eastern Iowa Tourism Association and Iowa Group Travel Association General Membership Meeting to be held at the Public Library on May 4.

Michelle Redlinger, Dean Kurtz, Ron See, and Ed Raber came before council to review some of the plans for RAGBRAI.

Motion by Rosien, seconded by DeLong, to approve the RFP for Audit Services. Motion carried.

Motion by Youngquist, seconded by Rosien, to approve the plan for the Downtown and Central Park Area for RAGBRAI as requested by the RAGBRAI Committee. Motion carried.

After lengthy discussion, motion by Rosien, seconded by DeLong, to postpone a decision on the YMCA referendum until the April 26 Special Session/Work Session. Motion carried.

Motion by Salazar, seconded by DeLong, to approve the U.P. Home Site Plan. Motion carried.

Motion by Salazar, seconded by Janecek, to approve Change Order #1 for the Court House Sewer Separation Project which includes work on the Court House Project and installation of a water line on W. Jefferson Street. Motion carried. DeLong abstained with conflict.

Motion by Rosien, seconded by Youngquist, to approve the RFP for Building Demolition of 216 E. Jefferson Street. Motion carried.

Motion by Rosien, seconded by Youngquist, to approve the third reading and adopt the RAGBRAI 2016 Ordinance. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Nays: none. Motion carried. **(Ordinance No. 1047)**

Motion by DeLong, seconded by Youngquist, to approve the Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Youngquist, Zieglowsky. Nays: none. Motion carried. Salazar abstained with conflict. **(Resolution No. 2016-036)**

Motion by Rosien, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, April 19, 2016 be adjourned. Motion carried.

Illa Earnest, City Clerk

Russ Zieglowsky, Mayor Pro Tem

Council Minutes 04-26-2016

The Council of the City of Washington, Iowa, met in Special Session in the Nicola-Stoufer and State Bank Meeting Rooms, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Tuesday, April 26, 2016. Mayor Johnson in the chair. On roll call present: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Absent: none.

Motion by Youngquist, seconded by Salazar, that the agenda for the Special Session to be held at 6:00 P.M., Tuesday, April 26, 2016 be approved as proposed. Motion carried unanimously.

After comments for and against a referendum by many in the large crowd at the meeting, motion by Rosien, seconded by Youngquist, to proceed with allowing a referendum not to exceed \$3,000,000 to take place. Roll call on motion: Ayes: DeLong, Rosien, Salazar, Youngquist. Nays: Janecek, Zieglowsky. Motion carried.

Motion by Salazar, seconded by Youngquist, to approve the Resolution Setting a Date for Consultation (May 10) and a Date for a Public Hearing (May 31) on Amendment #3 – Unified Commercial Urban Renewal Plan (YMCA). Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist. Nays: Zieglowsky. Motion carried. **(Resolution No. 2016-037)**

Motion by Rosien, seconded by DeLong, to approve the RFP for Solid Waste FY17-19 with amendments making “trailer” plural and making the changes to the insurance as requested by the City’s carrier. Motion carried.

Motion by Rosien, seconded by Janecek, to approve the first reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 69.08 “No Parking” – Lincoln Elementary School PickUp/Drop Off Zone and S. 4th Avenue in vicinity of Lincoln School correcting hours in effect. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Nays: none. Motion carried.

Motion by DeLong, seconded by Youngquist, that the Special Session held at 6:00 P.M., Tuesday, April 26, 2016 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor



VEENSTRA & KIMM, INC.

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

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

STATEMENT OF PROFESSIONAL SERVICES

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

April 22, 2016
Project No: 24616-031
Invoice No: 4

Project Manager Leland Belding III

Engineering services for Casey's Site Plan Review:

Professional Services from March 20, 2016 to April 16, 2016

Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	2.00	115.00	230.00	
Engineer XI	1.00	63.00	63.00	
Totals	3.00		293.00	
Total Labor				293.00

Unit Billing

Duplication			.20	
Duplication-8.5 X11 Color			20.40	
Total Units			20.60	20.60

Total this Invoice \$313.60



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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

April 22, 2016
Project No: 24616-033
Invoice No: 2

Project Manager Leland Belding III

Engineering services for U.P. Home Site Plan Review:

Professional Services from March 20, 2016 to April 16, 2016

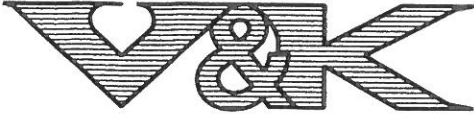
Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	5.00	115.00	575.00	
Engineer XI	2.00	63.00	126.00	
Totals	7.00		701.00	
Total Labor				701.00

Unit Billing

Duplication			.70	
Duplication-8.5 X11 Color			5.95	
Total Units			6.65	6.65

Total this Invoice \$707.65



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

April 22, 2016
 Project No: 24645
 Invoice No: 3

Project Manager Leland Belding III

Engineering services for Industrial Park Rise Improvements - General Services:

Professional Services from March 20, 2016 to April 16, 2016

Professional Personnel

	Hours	Rate	Amount	
Clerical III	2.00	41.00	82.00	
Engineer III-A	42.00	115.00	4,830.00	
Technician III	36.00	67.00	2,412.00	
Totals	80.00		7,324.00	
Total Labor				7,324.00

Reimbursable Expenses

Travel			200.00	
Miscellaneous Expense			16.21	
Total Reimbursables			216.21	216.21

Unit Billing

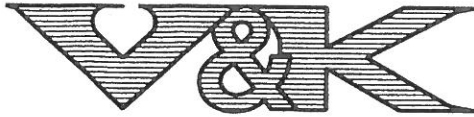
Duplication			50.00	
Duplication-8.5 X11 Color			65.45	
Total Units			115.45	115.45

Billing Limits

	Current	Prior	To-Date	
Total Billings	7,655.66	3,483.65	11,139.31	
Limit			36,000.00	
Remaining			24,860.69	
			Total this Invoice	\$7,655.66

Billings to Date

	Current	Prior	Total
Labor	7,324.00	3,418.00	10,742.00
Expense	216.21	0.00	216.21
Unit	115.45	65.65	181.10
Totals	7,655.66	3,483.65	11,139.31



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

April 22, 2016
 Project No: 24650
 Invoice No: 8

Project Manager Leland Belding III

Engineering services for Court House Sewer Separation - General Services:

Professional Services from March 20, 2016 to April 16, 2016

Professional Personnel

	Hours	Rate	Amount	
Clerical III	1.50	41.00	61.50	
Engineer III-A	1.00	115.00	115.00	
Totals	2.50		176.50	
Total Labor				176.50

Reimbursable Expenses

Travel			48.60	
Total Reimbursables			48.60	48.60

Unit Billing

Duplication			.40	
Total Units			.40	.40

Billing Limits

	Current	Prior	To-Date	
Total Billings	225.50	2,708.35	2,933.85	
Limit			4,000.00	
Remaining			1,066.15	

Total this Invoice \$225.50

Billings to Date

	Current	Prior	Total
Labor	176.50	2,619.00	2,795.50
Expense	48.60	0.00	48.60
Unit	.40	89.35	89.75
Totals	225.50	2,708.35	2,933.85

Kevin D. Olson
Attorney-at-Law
1400 5th Street, P.O. Box 5127
Coralville, Iowa 52241

Phone (319) 351-2277 Fax: (319) 351-2279 e-mail: kevinolsonlaw@gmail.com

April 29, 2016

Mr. Brent Hinson, City Administrator
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

APRIL, 2016 INVOICE

For legal services rendered to the City of Washington, Iowa

TOTAL HOURS	13.5 hours (reg)
TOTAL MILEAGE	264 miles
Hourly Rate	\$90/hour- Reg
Mileage Rate	\$0.56 per mile
TOTAL FOR THIS INVOICE	\$1,362.84

**Interstate Power & Light Company (Applicable to the Iowa Service Area)
EXHIBIT "B"
NON-STANDARD ELECTRIC FACILITIES EXTENSION AGREEMENT**

Customer Name: City of Washington

Date: 5/2/2016

Mailing Address: 215 E Washington St
Washington, IA 52353

Phone # 319-653-6584

Project Address: 600 W 5th St
Washington, IA 52353

Account ID 4301756976

SA ID

NUB SA ID

SP ID 7825504407

Water Tower

WR #

Contract #

The charges contemplated herein are based upon Advance In Aid of Construction - Time and Material installation of new facilities.

Charge Description	QTY	Installed Cost
INSTALLATION OF 3PH UG, 3PH JUNCTION CABINET AND 1PH EXTENSION TO WATER TOWER	1	\$19,363.84

Total Installed Cost =	\$19,363.84
Marginal Estimated Future Revenue Allowance =	-\$1,200.00
Total Installed Cost Without Tax Adder =	\$18,163.84

Iowa Advance Tax Adder =	23.335%
Tax Adder Amount =	\$4,238.53

Total Refundable Advance In Aid of Construction Required = \$22,402.37

COMMENTS:

COST TO INSTALL ELECTRIC PRIMARY DISBRIBUTION TO NEW WATER TOWER SITE AND FUTURE DEVELOPMENT AREA FOR THE YMCA. WR# 4003423

Pricing valid for 30 calendar days. (until 06/01/2016)

Applicant License Application (LC0040294)

Name of Applicant:	<u>WFEC, Inc</u>		
Name of Business (DBA):	<u>Lebowski's Rock n Bowl</u>		
Address of Premises:	<u>1601 east Washington Street</u>		
City	<u>Washington</u>	County:	<u>Washington</u>
		Zip:	<u>52353</u>
Business	<u>(319) 548-1999</u>		
Mailing	<u>1601 east Washington Street</u>		
City	<u>Washington</u>	State	<u>IA</u>
		Zip:	<u>52353</u>

Contact Person

Name	<u>Bob Gaal</u>		
Phone:	<u>(319) 548-1999</u>	Email	<u>bgaal212@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/30/2015

Expiration Date: 08/29/2016

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>462159</u>	Federal Employer ID	<u>46-3346701</u>

Ownership

robert gaal

First Name: robert

Last Name: gaal

City: washington

State: lowa

Zip: 52353

Position: President

% of Ownership: 50.00%

U.S. Citizen: Yes

jason prochaska

First Name: mark
~~Jason~~

Last Name: Kendall
~~prochaska~~

City: washington

State: lowa

Zip: 52353

Position: vice president

% of Ownership: 50.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>
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Policy Effective Date: 08/30/2015

Policy Expiration 08/29/2016

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

**WWTP report
May 3, 2016
Council Meeting**

- **After hour alarm and dog call outs –**
15th dog call, Safety Center reported a dog to be picked at 415 E Van Buren, 6:00 p.m. Jason
15th dog call, Safety Center reported a dog to be picked up in 300 Blk East 2nd, 8:10 p.m. Jason
20th dog call, Safety Center reported a dog to be picked up at 428 South 6th, 10:45 p.m. Delen
23rd dog call, Safety Center reported a dog to be picked up at 602 South 3rd, 9:30 p.m. Delen
24th WWTP & Lexington lift station, power lost & generators running, 5:40 p.m. Delen
- **Dept Head meetings –** I attended the meeting on the 19th.
- **Iowa Renewal Energy (IRE) –** IRE continues to discharge to the city collection system without problems.
- **Maintenance –** Joe Marie extended some electrical wires & conduit on the stair screen in the operations building. This will allow us to raise the screen out of the influent channel so we can install some replacement parts that need to be replaced.
- **Mowing –** We started mowing for the first time this year on April 18, 2016.
- **West EQ basin –** Never got an e-mail response back from Simbeck & Associates regarding the sand tubes that got pulled down inside of the liner. I called them and got instructions on how get them pulled back in place. We'll get the tubes pulled back in place when it dries out some.
- **Lexington lift station –** WRH continues to work on the punch list items. Interstate Power installed the protective cover on the automatic transfer switch. This cover provides protection for the transfer switch switches that were exposed and could be operated by anyone on-site. David Bloch of Electric Pump was at Lexington lift to install the Omni-site phone alarm system with battery backup on the 22nd. Scott of Primex Controls was here on the 22nd to hookup the alarms that need to call out through the Omni-site alarm system. Thanks to Jay of M/C Dept for bringing the water tank truck out to Lexington lift station so Jason could wash down the walls inside the lift station wet well.
- **Bi-annual sampling –** Jason collected the bi-annual samples at Bazooka-Farmstar and Montchevre-Betin, Inc (goat milk transfer station) on April 20, 2016. The test results are back and no violations occurred during this sampling period.
- **Alliant electrical power loss –** Around 5:40 p.m. on Sunday, April 24, 2016 Delen received alarm calls from the WWTP and Lexington lift station that power was lost at both locations. The generators at both locations ran for a short period of time during the power loss. Delen got everything reset and running again shortly after getting to the WWTP.
- **Continuing Education (CEU) class –** Jason attended a class in Coralville on April 26, 2016. CEU's are needed for the renewal of our State of Iowa Water and Wastewater Operator Certification licenses. Jason earned 0.4 CEU's for this class.
- **Delen –** He helped the M/C Dept with the computer for the sewer camera.

**Fred E. Doggett
4/28/2016 3:13 PM**

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



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

*Park Board Members:
Kevin Caldwell
Donald Pfeiffer
Larry Bartlett*

*Parks Superintendent:
Nick Pacha*

April City Council Update – Parks Department

- Burning of the prairie grass at lower and upper Sesqua took place.
- Dragging, field prep and cleaning of the 3 ball fields has been done.
- Water has been turned on and repairs made at the ball field concession stand
- Had a good meeting with the YMCA about the ball fields and leagues.
- Dale, John and Larry have been working the month of April. We will have our two other summer help start when college classes are finished at the end of May
- We have been busy cleaning up the parks leaves, trash, sticks, adding mulch etc.
- The cover was taken off the fountain. We will have the fountain up and running by Memorial Day.
- I have been busy with many RAGBRAI meetings as co-chair for the campground committee.
- We seeded and fertilized bare spots in Central Park.
- M/C seeded the drainage tile area in the park near the pavilion. Dirt was added to the water line repair area and seeded.
- Spring startup is occurring at pool. If things go well we should begin filling the pool on May 9. With schools and groups starting to use it on May 16.
- Pavilion reservations and usage is increasing.
- The restrooms near the rocket slide are now open.

These are highlights of work completed within the Parks Department throughout the month. Please let me know if you have any questions.

May Council Report

Water Dept.

Fox Engineering is currently reviewing the video from Well 7. Cahoy Well and Pump does not feel that it is in an immediate need of a recase but the engineers will offer their opinion on the matter once they review the video.

In receiving the bill for the pipe and motor for Well 6 it was brought to my attention by Darin Cahoy that mostly black iron pipe and not stainless steel was used when Well 6 was put back into service. I was not made aware of this at the time. Obviously, we still would have taken it as we were in an emergency situation but we would not have at all considered it a good long term option from an operations stand point. I have to apologize to council for saying that Well 6 should be able to run for the next few years. Had I been aware of the black iron pipe, I would have never made such comments.

The reason we currently have a pump and motor sitting at the bottom of Well 6 is due to significant corrosion to black iron pipe that was previously used in Well 6. The reason we went to all stainless was because we simply do not get long life out of black iron pipe. On top of that, the pipe that was used for Well 6 was already used and not new pipe.

Long story short, we will need to pull Well 6 by the fall. It is my suggestion that we do whatever long term work needs to be done at that time.

We have had a few alarms from our generator at the water plant recently. Unfortunately, these are just loud audible alarms that are not hooked up to our auto-dialer. Generally, the neighbors across the street have to notify the Safety Center who then calls me. The initial service call did not reveal anything obvious but since we kept getting alarms and considering the effect it has on the neighborhood, I asked them to replace the part that was responsible for triggering the alarm. As of now, we haven't received any further alarms.

Kyle will be out of country for the last week of May. I will then be out of country for the first two weeks of June.

All other operations are normal at this time.

Street/Traffic Lighting Dept.

The lights at 2nd and Washington went out on April 24th. Franzen Electric assisted us in getting them going again. It turned out that someone had physically removed the head from the electric meter at the box. Considering how hard it was to put back in, it doesn't appear that it could have been a random accident. I spoke with the Safety Center about the incident and they made a report of the vandalism.

The underpass walk-ways have always been quite dark over the years even with every light functioning. Between myself, Brent, the Parks Dept., and the local neighbors there has been talk about trying to clean up the underpass area in general. I have asked Joe Marie to look into replacing the walk-way lights with LEDs that would do a much better job of illuminating the area so it isn't so dark. I'd like to see this completed by the time RAGBRAI comes to town.

Kyle and I plan on painting the small flashing red lights along 7th St. by Stewart School and the ones along the underpass before RAGBRAI comes to town as well.

Chad McCleary
Superintendent

Maintenance and Construction Report

4/9/16-4/22/16

STREETS: M/C Personnel began crack sealing, streets completed thus far West Monroe St from B-Hwy1, South Ave E from Tyler-Sitler, West Tyler from C-E and Wiley Ave. Street sweeper continued to operate. Personnel pothole patched and seeded a couple areas. The seal coat list has been turned in for this year to go before the Council. Personnel bladed a couple shoulders due to requests.

WATER DISTRIBUTION: M/C Personnel disconnected the service at 215 North 2nd Ave for demo purposes. Personnel repaired 1519 East Washington leaking water service. Personnel also repaired a leaking water service in the street east of South Iowa-East Monroe. Another water box was repaired at 725 West Madison St (rod). Personnel installed a 7 ft piece of 4 in PVC at C-Jefferson to allow De Long's to take out the hydrant leg to install the 12 inch storm line.

SEWER COLLECTION: M/C Personnel continue to jet and root sawed a few areas south of Case Field. Personnel flushed terminal manholes and trouble spots using 31,000 gallons of water.

STORM SEWER COLLECTION: M/C Personnel inspected West Jefferson on occasion as well as South C Ave with the storm line installation.

MECHANIC/SHOP: M/C Personnel serviced 501 (engine noise), PD 96 (rotate tires and brakes), 302 (suspension), back hoe (flat tire), sweeper (changed brooms and check heater controls), PD 97 (replace taillight assembly), 611, 117 & 301 (salt eliminator on all three), FD mower and 601 (lights and brakes).

OTHER: M/C Personnel hauled numerous loads of spoil away from the shop. Personnel responded to 35 One Call Locates. Personnel resumed yard waste and bag route. A few loads of 1 inch road stone hauled back to the storage bin.

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.

CITY OF WASHINGTON, IOWA

CLAIMS REPORT FOR MAY 3, 2016

POLICE

ALLIANT ENERGY
 ARNOLD MOTOR SUPPLY
 BARRON MOTOR SUPPLY
 CHARLES CAPPER AUTO CENTER INC
 CITY OF WASH - PETTY CASH
 GALLS LLC
 HUSCHKA, CHAD
 LOGIN / IACP NET
 MARCO, INC.
 QUILL
 WAL-MART

SERVICE 241.72
 SUPPLIES 66.79
 PARTS 152.19
 PART 105.52
 POSTAGE 7.38
 HOLSTER/TOOL POUCH/UNIFORM 396.20
 MEAL AND LODGING 134.59
 DUES 525.00
 COPIER 103.00
 PENS 25.97
 SUPPLIES 29.88
TOTAL 1788.24

FIRE

ALLIANT ENERGY
 ARNOLD MOTOR SUPPLY
 WINDSTREAM IOWA COMMUNICATIONS

SERVICE 845.79
 SUPPLIES 7.13
 SERVICE 173.82
TOTAL 1026.74

DEVELOP SERV

CITY OF WASH - PETTY CASH
 CLERK OF COURT
 WHOLESALE FIRE EQUIPMENT

POSTAGE 6.49
 HAHN CIVIL INVRACTION FILING 85.00
 HOSE STRAP AND PARTS 40.57
TOTAL 132.06

LIBRARY

CINTAS CORP LOC. 342
 CITY OF WASH - PETTY CASH
 DEMCO
 EASTERN IOWA TOURISM
 FAREWAY STORES
 HORNER, KEVIN
 SCHAEFER CLEANING
 WCDC INC

RUG & TOWEL SERVICE 48.14
 POSTAGE 1.20
 OFFICE SUPPLIES 114.34
 MEMBERSHIP MEETING 20.00
 WATER JUGS 4.76
 PROGRAM 349.00
 MAY CLEANING 1125.00
 WINDOW WASHING 30.00
TOTAL 1692.44

PARKS

ACTION SERVICES INC
 ALLIANT ENERGY
 CITY OF WASH - PETTY CASH
 HOLT SUPPLY CO.
 PACHA, NICK
 WAL-MART
 WASHINGTON RENTAL

PORTABLE TOILETS 311.25
 SERVICE 1868.57
 POSTAGE 1.40
 PARTS 64.98
 SAFETY SHOES 100.00
 SUPPLIES 23.47
 TRIMMER LINE 19.95
TOTAL 2389.62

CEMETERY

ALLIANT ENERGY
 GRAINGER
 IGRAPHIX, INC
 LOWRY EQUIPMENT

SERVICE 409.80
 EYE WASH DIVERTER 108.00
 SHIPPING 21.65
 PARTS 298.19

MENARDS	BRICKS AND EPOXY	390.78
TIFCO INDUSTRIES	PARTS AND GREASE	173.43
	TOTAL	1401.85
FINAN ADMIN		
ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
ALLIANT ENERGY	SERVICE	609.47
BERRY	WINDSTREAM DIRECTORY ADVER	23.20
CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	130.75
CITY OF WASH - PETTY CASH	POSTAGE	32.00
ICMA MEMBERSHIP RENEWALS	MEMBERSHIP RENEWAL	800.34
IMPRESSIONS COMPUTERS, INC	COMPUTER SERVICE	225.00
SITLER'S ELECTRIC	SUPPLY	24.68
WASHINGTON EVENTS - RAGBRAI WASHINGTON	RAGBRAI START UP CASH	5000.00
	TOTAL	6889.44
AIRPORT		
ALLIANT ENERGY	SERVICE	1076.96
BROOKHART ELECTRIC, INC	YARD LIGHT BY OFFICE REPAIR	171.44
HARRIS BOYZ HEATING & AIR LLC	CAPACITORS & SERVICE CALL	177.00
MAPLE GROVE CONSTUCTION	SIRPORT GUTTER AND INSTALL	921.00
MARIE ELECTRIC INC.	PARTS AND LABOR	258.95
ROE, MIKE	MILEAGE REIMB	67.85
	TOTAL	2673.20
ROAD USE		
ARNOLD MOTOR SUPPLY	SUPPLIES	82.97
CENTRAL IOWA DISTRIBUTING	CLEANER	50.00
CHEMSEARCH	SUPPLIES	381.17
FASTENAL COMPANY	SUPPLIES	84.06
LAWSON PRODUCTS INC	PARTS	4.50
LOGAN CONTRACTORS SUPPLY, INC.	SEALANT	1555.22
RODNEY'S CONSTRUCTION	RECYCLING CONCRETE	967.50
TRANS IOWA EQUIPMENT	CABLE	135.60
WAL-MART	SUPPLIES	77.38
	TOTAL	3338.40
STREET LIGHTING		
ALLIANT ENERGY	SERVICE	7127.35
	TOTAL	7127.35
HOUSING REHAB		
WASHINGTON VOLUNTEER FIRE DEPT	CONTROLLED BURN GIFT	1000.00
	TOTAL	1000.00
DEBT SERVICE		
BANKERS TRUST	2016 GO SERIES A - ESCROW FEE	1700.00
BANKERS TRUST	2016 GO SERIES A-INITIAL FEE	250.00
BANKERS TRUST	2016 GO SERIES B-ESCROW FEE	1700.00
BANKERS TRUST	2016 GO SERIES B-INITIAL FEE	250.00
BANKERS TRUST	2016 GO SERIES C-INITIAL FEE	250.00
	TOTAL	4150.00
CAPITAL PROJ		

CITY OF WASH - PETTY CASH	POSTAGE	12.00
COLDSRING	COLUMBARIUM DOWN PAYMENT	11522.94
	TOTAL	11534.94
WELLNESS PARK		
FRENCH-RENEKER-ASSOC.,INC	VITTETOE SPECIAL PROJECT	195.00
RLB TILING INC.	TILING AND BACKHOE	1006.25
	TOTAL	1201.25
TREE COMMITTEE		
KELLY TREE FARM	TREES	600.00
	TOTAL	600.00
LIBRARY GIFT		
AMAZON	LIBRARY MATERIALS	282.54
CLARION- PLAINSMAN	SUBSCRIPTION	50.00
GALE/CENGAGE LEARNING	WESTERNS	36.34
ORIENTAL TRADING COMPANY INC	SUPP FOR SUMMER READING PROG	28.69
RECORDED BOOKS LLC	AUDIOBOOKS	103.49
TRIXIE POCKETS	PROGRAM FOR LIBRARY	225.00
	TOTAL	726.06
WATER PLANT		
ALLIANT ENERGY	SERVICE	13773.37
CARROLL, SUSAN	MILEAGE REIMBURSEMENT	15.53
MUNICIPAL SUPPLY INC	VALVES	1197.00
POSTMASTER	BULK MAILING- WATER BILLS	830.13
STREFF, ROSE	MILEAGE REIMB	2.82
WAL-MART	SUPPLIES	142.82
WATER SOLUTIONS UNLIMITED	CHEMICALS	2008.75
WINDSTREAM IOWA COMMUNICATIONS	SERVICE	41.26
	TOTAL:	18011.68
WATER DIST		
ALLIANT ENERGY	ALLIANT ENERGY	82.14
ARNOLD MOTOR SUPPLY	SUPPLIES	6.14
DOUDS STONE LLC	ROADSTONE	491.59
GREINER DISCOUNT TIRES	CASE BACKHOE TIRE	110.45
IOWA ONE CALL	SERVICE	150.80
KIMBALL MIDWEST	PARTS	54.90
RIVER PRODUCTS	STONE AND SAND	498.86
SAMO, BENJAMIN	SAFETY SHOES	100.00
SITLER'S ELECTRIC	SUPPLIES	71.60
TIFCO INDUSTRIES	RESPIRATORS	50.18
UTILITY EQUIPMENT CO	PIPE AND FLARES	1443.28
	TOTAL	3059.94
SEWER PLANT		
ALLIANT ENERGY	SERVICE	24.13
ATCO INTERNATIONAL	GLOVES	136.45
D.J. GONGOL & ASSOC. INC.	GRIT PUMP PARTS	583.00
ELECTRICAL ENGINEERING & EQUIPMENT CO	GENERATOR PM CONTRACT WORK	2145.00

HACH COMPANY
MARIE ELECTRIC INC.
TESTAMERICA LABORATORIES INC
TIFCO INDUSTRIES
UNITED LABORATORIES
USA BLUEBOOK

LAB TESTING SUPPLIES 55.63
ELEC WORK 121.44
TESTING 1730.40
COUPLINGS 74.10
LIFT STATION 563.40
ELECTRODE FOR LAB 152.13
TOTAL 5585.68

SEWER COLLECT

ALLIANT ENERGY
CINTAS FIRST AID & SAFETY
CITY OF WASH - PETTY CASH
WASHINGTON CO SWCD

SERVICE 1725.84
SAFETY SUPPLIES 58.23
POSTAGE 28.05
MATTING 60.00
TOTAL 1872.12

SANITATION

WASH CO HUMANE SOCIETY
LUKE WASTE MANAGEMENT
LUKE WASTE MANAGEMENT
LUKE WASTE MANAGEMENT
LUKE WASTE MANAGEMENT

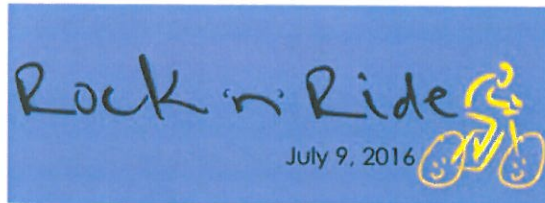
APRIL COLLECTIONS 440.29
REFUSE AND RECYCLING 25958.50
SPRING CLEANUP 14904.00
APPLIANCES PICKUP (CLEANUP) 1400.00
BULKY STICKERS- (159) 636.00
TOTAL 43338.79

UNEMPLOYMENT SELF INS

IOWA WORKFORCE DEVELOPMENT

UI ACCT#104129-2 UNEMPLOYM 3240.00
UI ACCT #104129-2 UNEMPLOY 2695.00
UI ACCT#104129-2 UNEMPLOYM 3600.00
UI ACCT#104129-2 UNEMPLOYM 64.40
TOTAL 9599.40

TOTAL 129139.20



Dear Illa Earnest,

This memo is to request the support of the Washington City Council and the Washington Safety Center for street closure during the activities of the Rock 'n' Ride event on July 9, 2016. We are asking that a small section of W 3rd St. be closed to traffic, starting at N F Ave that runs along the east side of the KC Hall, and continuing to N F Ave that runs along the west side of St. James school. We are requesting the closure of this small portion of W 3rd St. to ensure the safety of young children and participants crossing the street at that point between the St. James School playground area where kids family activities and games will be taking place, and the KC Hall where the lunch will be served and family friendly games and activities will be taking place. We request this portion of the street to be closed from 7:30 AM – 3 PM on Saturday, July 9. I will be stopping to talk with the neighbors in this affected area to make sure they know we have requested this and to make sure they would have no issues with this temporary closure.

We are also adding a 3-mile Fun Run starting at 8 AM. We will be requesting traffic control at the Hwy 1 crossing of the Kewash trail for the Fun Run that begins at 8 AM. We will continue to communicate participant quantities with the Safety Center as registration forms are processed for potential traffic control needs.

This is the second annual Rock 'n' Ride. Last year we had a couple hundred people participating in some way, and we expect this to grow in numbers this year with the lunch event and family activities and games being held in Washington. All net proceeds for this event will be given to the University of Iowa Holden Comprehensive Cancer Center. We were able to donate \$60,000 from last year's event.

I would be happy to address any questions the City Council or the Safety Center may have in regard to this event. This is a separate request from the Secondary Road Use Report that was filed online previously.

A Short Summary of Events on July 9:

- 8:00 AM - Rock 'n' Run
- 9:00 AM – round-trip bicycle ride from Washington to Riverside
- 11:00 AM – 2:00 PM – lunch provided by the Washington Cattleman /many family friendly activities taking place between KC Hall and St. James School Playground, including live music, games, etc.
- 2:00 PM – Pebble Ride along Kewash trail approx. 2 miles

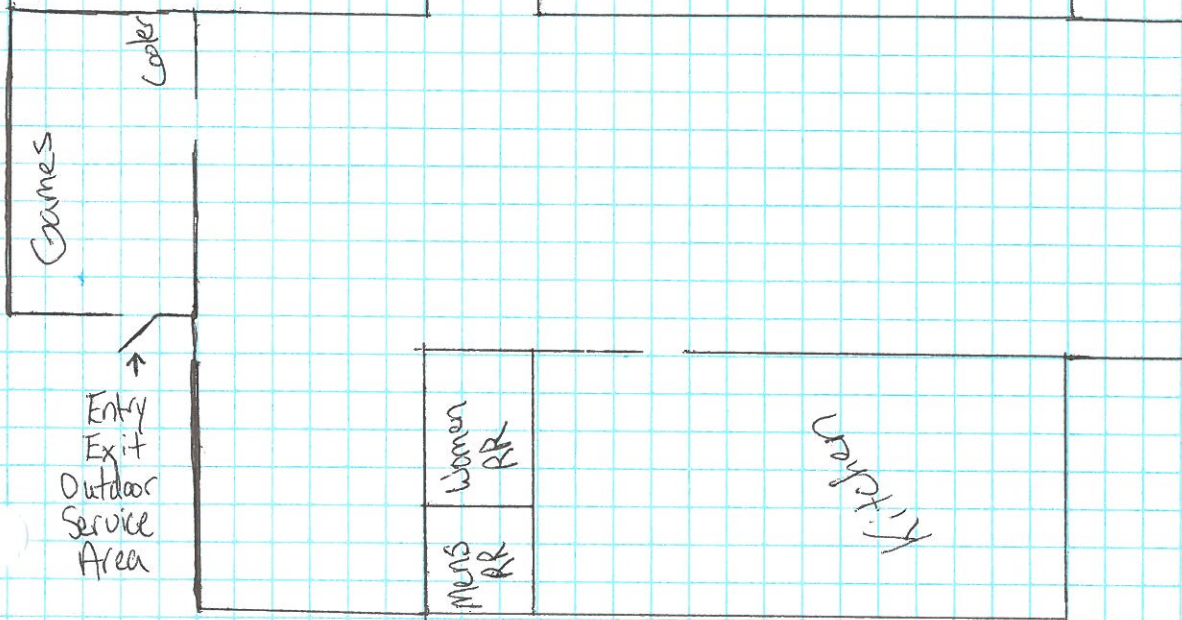
Please let me know if you have any issues or concerns.

Kind Regards,
Susan Van Osdol
319-458-0201

Pipeliner's Bar
& Grill

Additional information will be coming before the meeting.

N →



Outdoor Service Area

Temporary Fencing Around Outdoor Service Area

4th AVE



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

April 27, 2016

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

Dear Council Members,

Last summer Main Street Washington received some seed funds for community events following the 175th Celebration and we were able to launch the successful Movies on Main Street program in Central Park. We saw a great response from the community and would like to continue this summer with year 2.

We are requesting permission to use Central Square Park & the Bandstand to show movies on the first Fridays of June, July, and August. 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. This year we will begin June 3rd with *Back to the Future* as we were rained out last September. The films shown in July and August will be subject to a Facebook survey of the community to help us pick.

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 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,

A handwritten signature in black ink, appearing to read "Sarah", written in a cursive style.

Sarah Grunewaldt, Executive Director
Main Street Washington



2016 Chamber Board

Michelle Redlinger
Executive Director

205 West Main Street • Washington, IA 52353 • www.chamber.washingtoniowa.org

Jeremy Peterson
President
Engineered Building
Design

April 25, 2016

Maureen Howard
Vice President
Immanuel Lutheran
Church

Washington City Council,

Shelli Cleverley
Treasurer
WCHC

The Chamber of Commerce is excited to be hosting the Summer Classic, June 2-June 5, which includes 4 days of events to kick off summer in Washington. The Summer Classic will highlight all that we love about the community and Iowa summers.

The activities that will be offered as part of this year's schedule will be identical to last year, with a few minor changes. We look forward to hosting this summer kickoff for years to come, and thank you for your continued support.

Jaime Carpenter
Secretary
Washington Chamber

Attached in the packet you will find the maps listing all requested street closures. We will have food, two parades, family games, and the concerts at the airport. Thank you for your time and consideration. Please let us know if you have any questions.

Jaron Rosien
City Counsel Rep
JP's 207

Paul Horak
Past-President
Horak Insurance
Ex-Officio

A handwritten signature in black ink that reads 'Michelle Redlinger'.

Tina Hoffmann
Halcyon House

Michelle Redlinger
Executive Director

Erik Buchholz
Washington High
School

Janelle Escher
Federation Bank

Rich Bentler
Riverside Casino &
Golf Resort

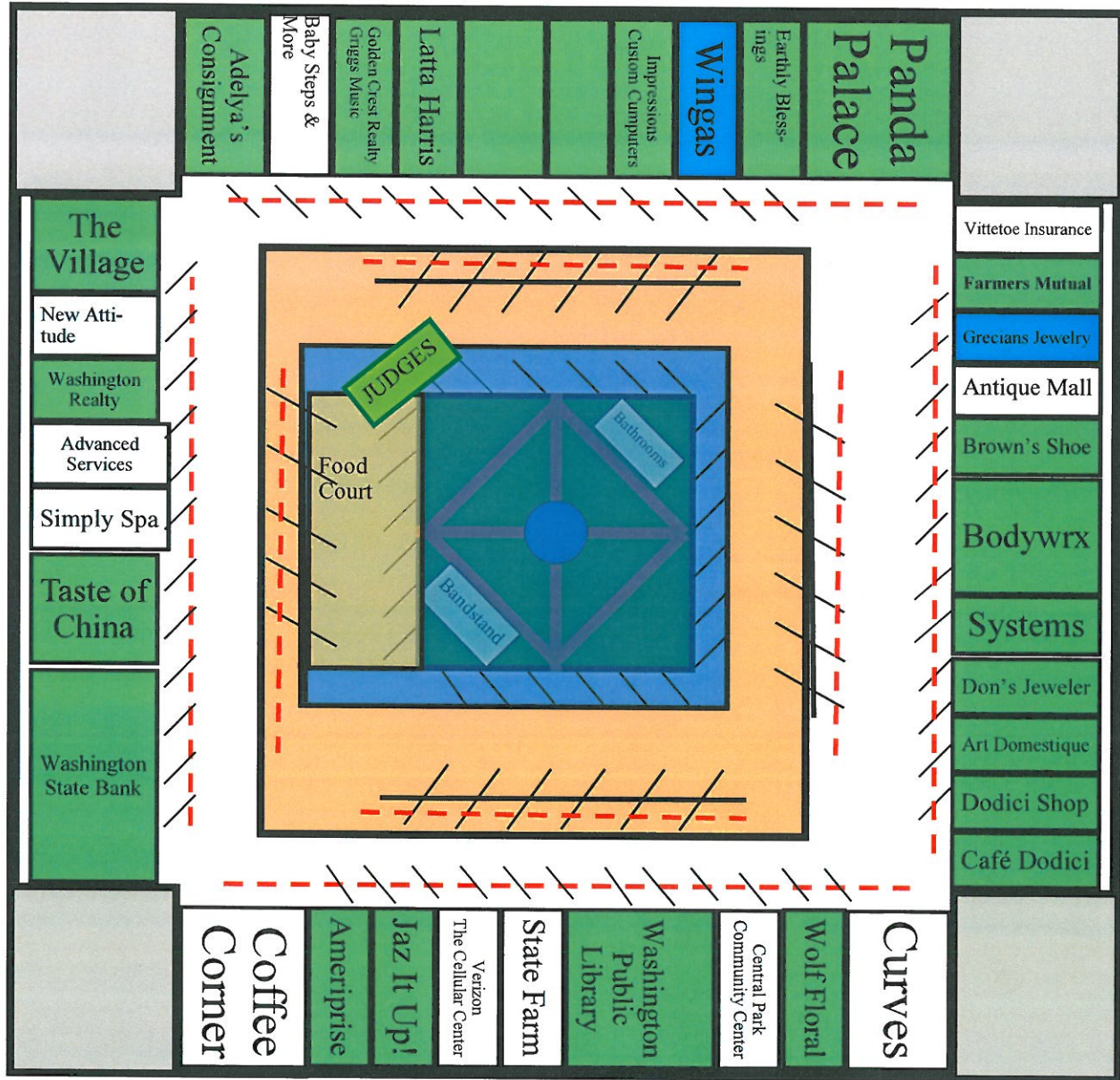
Ed Raber
WEDG
Ex-Officio

Sarah Sadrakula
Main Street
Ex-Officio

O (319) 653-3272 • F (888) 833-3529 • michelle@washingtoniowa.org

Washington Downtown Street Closures Map

2016 Summer Classic: June 2– June 5



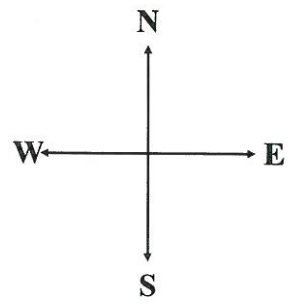
Pedestrian Zone: Thursday– Sunday
 No parking requested for the event. Open spaces will be opened back up daily if not used.

Ag Day (Thursday): No parking as of midnight June 1 until 8pm June 2 for Modern Ag Display, Antique Tractor Parade, and festivities.

Food Court: Thursday—Sunday

--- Closed Saturday (6/6) after noon for parade

JUDGES The trailer will be dropped off Friday and picked up by Sunday morning



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



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

Public Bid Announcement
Demolition of Building for the City of Washington

The City of Washington, Iowa, is requesting public proposals for the demolition of a house located at 216 East Jefferson Street. This house is being removed for future improvements to the adjacent City of Washington campus.

Bid packets containing information regarding the conditions for the demolition contract are available at City Hall, located at 215 East Washington Street. Anyone submitting a proposal for the above-listed property must agree in writing to meet the conditions set by the City of Washington.

Sealed proposals are due on or before 9 o'clock A.M. on the 2nd day of May, 2016, in the office of the City Administrator, City Hall, 215 East Washington Street, Washington, Iowa. Proposals will be opened immediately following the deadline. Any interested contractors are advised to contact the Washington Fire Department for additional details at 653-2239.

The Washington City Council will hold a public hearing and act on proposals for the demolition on Tuesday, May 3, 2016 at 6 o'clock P.M. at the Former Public Library, 120 East Main Street. At that time, the City Council may accept the proposals and award the sale to the contractor whose application is the most advantageous to the citizens of the City. The City Council may reject any and all proposals in its sole discretion. The City may waive any discrepancies or technicalities associated with said proposal.

Published by order of the City Council of Washington, Iowa
Illa Earnest, City Clerk

Demolition Guidelines

By making a proposal, the contractor represents that it has examined the property in question. Additional questions may be directed to the Washington Fire Department at 653-2239.

The structure has been tested for asbestos, and the necessary asbestos removal will be done by the City prior to demolition by the contractor. The Washington Fire Department will assist in wetting down the structure as demolition proceeds to reduce dust. The contractor will be responsible for hauling all debris to the SEMCO landfill or a City-approved off-site location using the guidelines propagated by the Iowa DNR for controlled burns of demolished buildings.

This is a unit price, lump-sum contract, and all proposals are on a “not-to-exceed” basis. Change orders must be approved by the City Administrator in writing before the work is performed. No work shall be commenced until a start time and date is coordinated with the Washington Fire Department.

The contractor will be responsible for complete removal of the structures on the site, including removal of foundations and leveling of the site. All backfill shall be clay, properly compacted to support new construction in the future. The City will arrange for disconnection of all utilities prior to demolition proceeding. The contractor will have sole salvage rights to any items of value remaining on the site as of the bid award date.

The contractor must carry and be able to provide proof of the following insurances:

- 1) Workman’s compensation insurance;
- 2) Public liability and property damage insurance not less than \$1 million per occurrence or \$2 million aggregate; and
- 3) Automobile liability insurance on all vehicles used on the project, not less than \$500,000 per occurrence or \$1 million aggregate.

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



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

Memorandum

April 22, 2016

To: City Council
CC: Brent Hinson

From: Kelsey Brown
Finance Director

Re: Online Payments

We have had many requests from customers to facilitate online payments. I have done some research and talked to a couple other cities and I believe I have come up with the best way to take online payments. I am proposing we use two different sites to do this. For our utility payments, I would like to go through our Incode system. When customers go to our website to pay their utility bill, they would be taken to an Incode site to complete their transaction. They would also have the ability to see their consumption chart along with transaction history, see their current balance owed, their last payment and their past due amount. The benefit of using the Incode system is that it applies directly to the customer's account. With other sites, we would have to go apply the payments to each account at the end of the day, which can be incredibly time consuming. We can also continue to use ETS to facilitate those transactions, just as we do with our current credit card services. We will still be paying a fee per month as we do now. This fee ranges between \$200-\$300/month depending on how many transactions we complete. There would be a \$1.25 charge that Incode charges per transactions, that I propose we have the customer pay to complete their online transaction due to the added convenience. That would split the approx \$3/transaction fee almost in half for us.

The second site I am proposing to use is through our current website Govoffice. They work with a company called PACE payment systems that allows online payments with no fee to us at all. It will work the same way as with Incode, where the customer will be taken to PACE's website to complete their payment. The entire fee is paid by the customer. I am proposing to set this up for Parking Tickets, Library Fines, Rental Inspections, Building Permits, and Park Reservations. Using this process will take a little more time at the end of the day, splitting up the transactions to the different revenue accounts it needs to go, but the traffic for these items will be far less than the utility payments. The services fee ranges in price by the amount of the transaction.

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



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

Payments between \$1 - \$50 would have a \$1.50 service fee. Anything over \$50 would be charged 2.75%. I feel that is a very reasonable fee for the convenience we are providing the citizens.

Attached is the Investment Summary from Tyler Technologies (Incode).

Thank you for your consideration,



Proposal

Utility Billing Online

Local Government Division

Presented to:

Kelsey Brown

City of Washington
215 East Washington St
Washington, IA 52353
(319) 653-6584
kbrown@wasingtoniowa.net

Proposal date:

April 18, 2016

Submitted by:

DK Robertson
(800) 646-2633
dk.robertson@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Kelsey Brown
City of Washington
April 18, 2016



Investment Breakdown

Proposal Valid for 120 days

Tyler On-Demand	Investment	Annual Fees
Hosted Applications	800	1,450
	800	1,450
Project Total	800	1,450

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date

All payment terms are net thirty (30) days

Hosted Applications

Kelsey Brown
 City of Washington
 April 18, 2016



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	800	800	
<ul style="list-style-type: none"> - Hardware Configuration - DNS registration 				
INCODE Utility Billing On-Line Component				
Utility Billing Online (4 cents per bill, per month)				
- Data extraction and storage				
- Display of:				
<ul style="list-style-type: none"> • Current status (late, cut off etc) • Action needed to avoid penalty • Current Balance • Deposits on file (optional) • Last payment date • Last payment amount • Payment arrangements on file • Last bill amount • Last bill date • Bill due date • Contracts on file and status • Transaction history 				
- Address information including	<u>3,020</u>	0.04 /month	1,450	1,450
<ul style="list-style-type: none"> • Mapping • Legal description* • Precinct* • School district* • Services at address * - Subject to data availability 				
- Consumption history by service, including graphs				
- Request for service (optional)				
- Information change request (optional)				
- Security - SSL (Secure Socket Layer)				
- Online Payments				
<ul style="list-style-type: none"> • Payment packet is created to be imported to Utility System 				
<i>NOTE: Customer pays \$1.25 fee per transaction for payment on-line.</i>				
Hosted Applications Total			2,250	1,450



PROFESSIONAL SERVICES AGREEMENT

ATTN: Brent Hinson
City of Washington, Iowa
215 E. Washington St.
Washington, IA 52353

PROJECT: 2016 Sitler Drive Improvements Project

PROJECT LOCATION: Washington, Iowa

DATE OF AGREEMENT: April 29, 2016

PROJECT DESCRIPTION

This project consists of surveying, engineering and construction administration services for the widening of Sitler Drive, from South Avenue B to South Iowa Avenue in Washington, Iowa.

SCOPE OF SERVICES

The project consists of the following scope of services:

1. Surveying services:
 - a) Topographic survey
 - b) As-built utility survey
2. Engineering and design:
 - a) Preliminary design
 - b) Review and final design
 - c) Prepare NPDES permit application
 - d) Preparation of assessments plat and schedule of assessments
 - e) Assistance with bid letting
 - f) Meetings with Client and city staff
3. Construction administration:
 - a) Progress meetings with Client, contractor and city staff
 - b) Review Contractor submittals
 - c) Review Contractor pay requests
 - d) Periodic site visits to deal with construction issues
 - e) Develop contractor's punch list with city staff

SERVICES NOT INCLUDED

1. Construction staking
2. Construction inspection. We understand the city's engineering technician will provide inspection services.

SCHEDULE

We will begin our services upon receipt of this signed agreement.



Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

COMPENSATION

TOTAL	Fixed Fee	\$26,900
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ADDITIONAL SERVICES

MMS Consultants, Inc. will provide additional services as directed by the Client at our current hourly rates.

TERMS AND CONDITIONS

1. Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers.
2. MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
3. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
4. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except MMS's own employees) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.
5. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
6. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.
7. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to



Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on representations made in such documents and was damaged thereby. Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.

8. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.
9. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.
10. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

AGREEMENT

This is an Agreement made as of April 29, 2016, between MMS Consultants, Inc. (MMS) and the City of Washington, Iowa (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

MMS Consultants, Inc.

City of Washington, Iowa

By: _____

By: _____

Glen D. Meisner, P.E., P.L.S.
 Principal

Address for giving notices:
 215 E. Washington St.
 Washington, IA 52353



Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

PROFESSIONAL SERVICES AGREEMENT

ATTN: Brent Hinson
 City of Washington, Iowa
 215 E. Washington St.
 Washington, IA 52353

PROJECT: 2016 Sunset Park-Avenue H Project
PROJECT LOCATION: Washington, Iowa
DATE OF AGREEMENT: April 29, 2016

PROJECT DESCRIPTION

This project consists of surveying, engineering and construction administration services for the reconstruction of Avenue H located in Sunset Park in Washington, Iowa.

SCOPE OF SERVICES

The project consists of the following scope of services:

1. Surveying services:
 - a) Topographic survey
2. Engineering and design:
 - a) Preliminary design
 - b) Review and final design
 - c) Assistance with bid letting
 - d) Meetings with Client and city staff
3. Construction administration:
 - a) Progress meetings with Client, contractor and city staff
 - b) Review Contractor submittals
 - c) Review Contractor pay requests
 - d) Periodic site visits to deal with construction issues
 - e) Develop contractor's punch list with city staff

SERVICES NOT INCLUDED

1. Construction staking
2. Construction inspection. We understand the city's engineering technician will provide inspection services.

SCHEDULE

We will begin our services upon receipt of this signed agreement.

COMPENSATION

TOTAL	Fixed Fee	\$8,500
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ADDITIONAL SERVICES

MMS Consultants, Inc. will provide additional services as directed by the Client at our current hourly rates.

TERMS AND CONDITIONS

1. Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers.
2. **MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.**
3. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
4. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except **MMS's own employees**) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.
5. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
6. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and **the other's employees, officers, directors, agents, insurers, partners** and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) **agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.**
7. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on **representations made in such documents and was damaged thereby.** Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.



Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

8. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.
9. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.
10. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

AGREEMENT

This is an Agreement made as of April 29, 2016, between MMS Consultants, Inc. (MMS) and the City of Washington, Iowa (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

MMS Consultants, Inc.

City of Washington, Iowa

By: _____

By: _____

Glen D. Meisner, P.E., P.L.S.
 Principal

Address for giving notices:
 215 E. Washington St.
 Washington, IA 52353

*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

April 29, 2016

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.

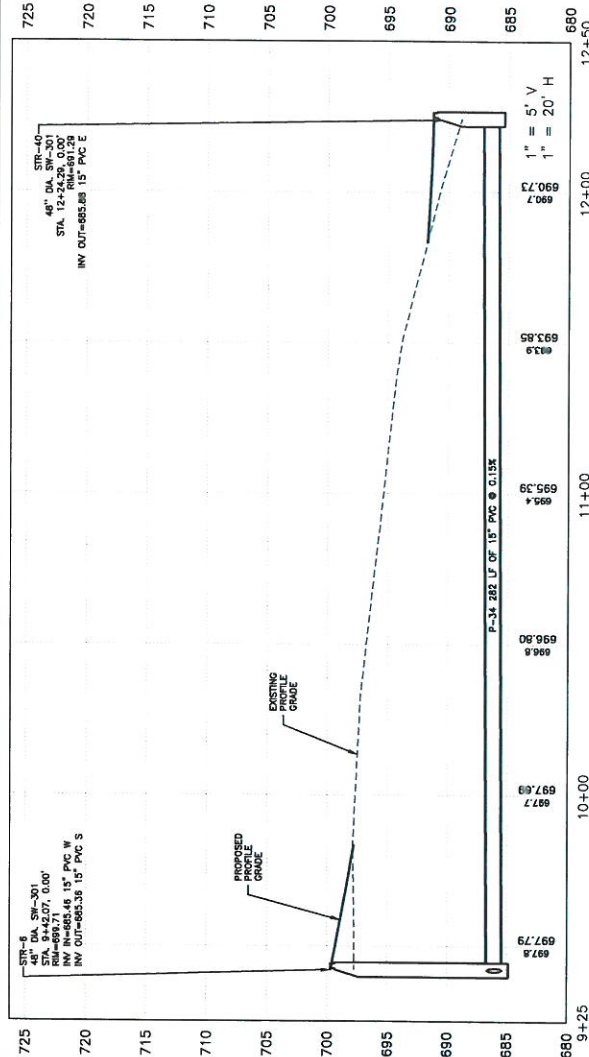
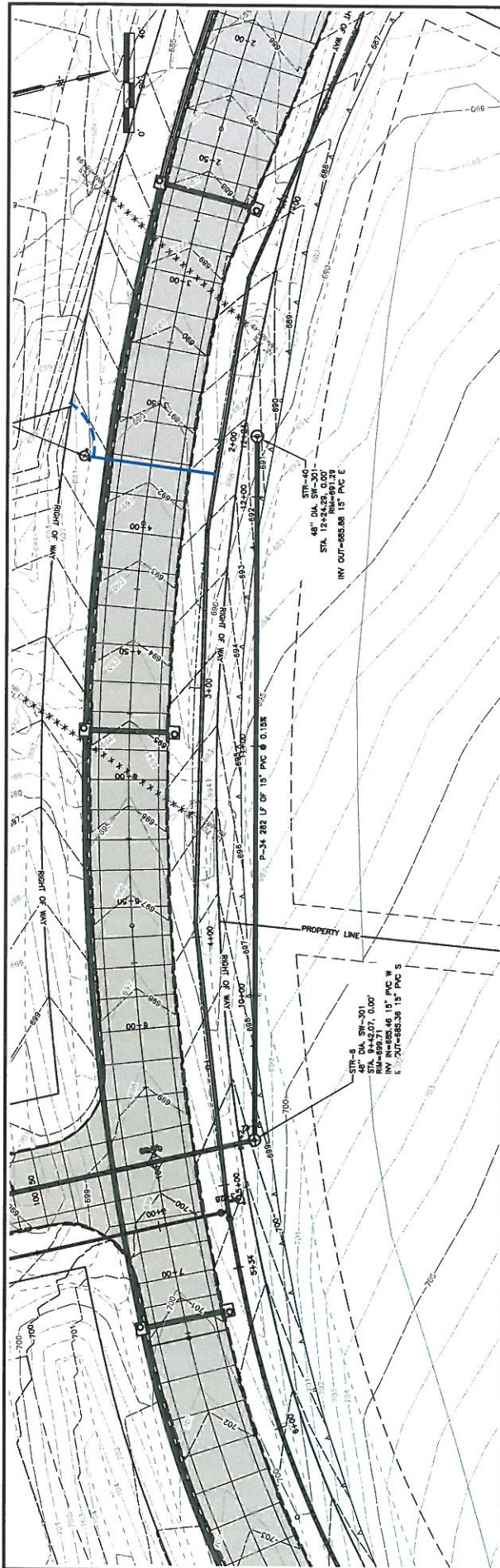
Re: Change Order #1, Washington Business Park

As discussed when we received bids in February, the contract for construction of the Business Park is well under the estimate we went to bid with. As a result, it was my recommendation that we investigate extending the paving of West Buchanan all the way to the WWTP road (an additional 675 feet). This also develops two additional lots, and is designed to maximize our usage of our RISE grant (the max is \$581,784, and we are currently utilizing only \$455,344). It also reduces the amount we will later have to pave to get Buchanan into the main part of town, and opens up the possibility of large-lot developments to be able to go into the Phase 2 area, so for example, if an industry came in that wanted 20 acres, we would be able to work with them on that request.

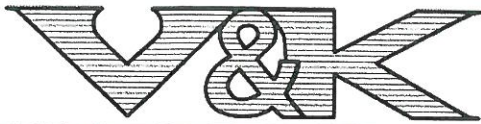
Using the same bid prices for these changes, the work is estimated at a total of \$265,583.95. I also asked V&K to look into taking additional measures to make the lots more "shovel ready" and to avoid the need to cut into the street later for the installation of water and sewer services. I don't know how this slipped past my attention during design, but it was always my intent to see that we developed lots in a way that would make it as simple as possible for a business or industry to come in and start building. Of course in the same token, it can be difficult to predict what an industry may need- will they only need a 1" water service, or will they have a sprinkled building needing a 6"? To avoid having to predict this, we've simply tried to provide easy access to the mains for each lot, and in the case of the smaller cul-de-sac lots, have actually recommended extending sewer service lines. I have attached the schematic. The changes needed include installation of 2 new hydrants, 3 sanitary sewer services, 282 feet of 15" sanitary sewer main, and an additional sewer manhole. The cost for providing these "shovel-ready" enhancements is \$27,721.

Since we are slightly under \$300,000 for additional cost, we should be well within the pre-bid budget for the project. However, I also need to make the Council aware that we have received some unanticipated static from the DOT in regard to the RISE eligibility of the additional street paving. It was thought that the worst scenario was that we would have to go RISE non-participating on the cul-de-sac street in order to make the remainder of West Buchanan RISE participating, but the initial indication is that the DOT contact thinks we would have to go back to the DOT Commission for approval, something that would delay any progress on the (potentially) RISE-eligible items for an unacceptable amount of time and jeopardize our Riverboat competitive grant. I believe the DOT contact is wrong based on my experience with the RISE program, and this is an issue worth pushing with them, even if we have to go up the chain of command a bit. However, in the meantime, I believe it is necessary to proceed with the items we know will not be RISE-eligible, in order to allow the contractor some certainty as to the work they will be asked to do. The total amount of this non-RISE work would be \$85,057, as included on the draft change order that is attached (we expect to have the official change order on Monday).

I have also provided you a “worst-case” project budget, which would include all of the work described above, and no additional RISE reimbursement. In this event, we would be cutting into our contingency by about \$64,000. I believe the chance of obtaining a decision of additional RISE eligibility is very good, but am not scared by the amount of the change even if this is not granted. We are working on a greenfield site with very little in regard to utilities, so large additional change orders should not be a major concern moving forward. Regardless of RISE eligibility, I recommend that we proceed with all of these changes.



SANITARY SEWER
- LOT 2



VEENSTRA & KIMM, INC.

860 22nd Avenue, Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

Draft

CHANGE ORDER NO. 1

**INDUSTRIAL PARK RISE IMPROVEMENTS
WASHINGTON, IOWA**

Change Order No. 1 is for the following modifications to the project:

Provide all labor, equipment, and materials necessary to extend the water main of West Buchanan Street Phase 1 to the east approximately 675 feet and then connect to the Waste Water Treatment Plant entrance. Provide sanitary sewer service connections and water main to lots on Avenue M Court.

Item No.	Item Code	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	2102-2710070	Excavation, CL 10, Rdwy + Borrow	CY	2,600	\$2.00	\$5,200.00
2	2105-8425015	Topsoil, Strip, Salvage + Spread	CY	1,700	\$3.30	\$5,610.00
3	2554-0114008	Water Main, Trenched, PVC, 8"	LF	340	\$19.90	\$6,766.00
4	2554-0114012	Water Main, Trenched, PVC, 12"	LF	730	\$29.50	\$21,535.00
5	2554-0207008	Valve, Gate, DIP, 8"	Ea.	1	\$1,390.00	\$1,390.00
6	2554-0207012	Valve, Gate, DIP, 12"	Ea.	2	\$2,300.00	\$4,600.00
7	2554-0210201	Fire Hydrant Assembly, WM-201	Ea.	5	\$4,075.00	\$20,375.00
8	2504-0114015	San SWR, G-Main, Trenched, PVC, 15"	LF	282	\$35.50	\$10,011.00
9	2435-0130148	Manhole, San SWR, SW-301, 48"	Ea.	1	\$3,015.00	\$3,015.00
10	2504-0200404	San SWR, Service Stub, PVC, 4"	LF	215	\$27.00	\$5,805.00
11	2599-999005	San SWR Connection	Ea.	3	\$250.00	\$750.00

Change Order Item No. 1-11 \$85,057.00

Change Order No. 1 increases the contract amount by \$ 85,057.00.

DELONG CONSTRUCTION, INC.

CITY OF WASHINTON, IOWA

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____

By _____

Title Project Engineer

Title _____

Date [DATE]

Date _____

City of Washington
 Washington Business Park Project
 As of 4/29/16- Expanded Scope (Worst Case)

<u>Expenditures</u>	<u>Amount</u>
Highway 1 Water Main Construction	\$ 262,532.00
Highway 1 Easements & Legal	\$ 25,000.00
RISE Project	\$ 1,118,936.71
Site Work	\$ 348,967.60
Gas/Electric Extensions	\$ 50,000.00
Contingency	\$ 116,765.82
Engineering	\$ 226,000.00
Misc Legal & Admin	\$ 25,000.00
	\$ 2,173,202.13

Sources

		Max RISE	Loss of RISE
RISE Grant	\$ 455,344.38	\$ 581,784.00	\$ 126,439.63
Water Fund	\$ 550,000.00		
Sewer Fund	\$ 400,000.00		
Quarterly Riverboat	\$ 200,000.00		
Riverboat Grant	\$ 125,000.00		
TIF- FY15 & FY16	\$ 42,857.76		
TIF Loan- Internal	\$ 200,000.00		
TIF Loan- External	\$ 200,000.00		
	\$ 2,173,202.14		
Surplus/(Deficit)	\$ 0.00		

*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

April 29, 2016

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

From: Brent Hinson
City Administrator

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

Re: Courthouse Sewer Separation Project Change Order #2

Unfortunately, we have run into another change order on the project. This time is clearly due to a design error- the pipe comes in 1 ½ feet lower than the receiving structure at the northwest corner of D & Jefferson. V&K did come up with one option that does not involve an increase in cost, but Keith Henkel and the contractor have conferred, and believe this "solution" would be very problematic. The pipe would be laid both nearly flat and at a depth of only about 2 feet for most of its length. We believe this approach would cause constant headaches and effort to keep it from plugging with leaves or other debris.

The recommended option is Option #2, which would involve re-laying the pipe running across Jefferson to the south to put it in at a lesser slope. This option adds \$10,870 in cost to the project. Option #3 would be a slightly better solution, but would add significantly more cost due to adding an additional structure, so is not recommended.

We are hoping to have the formal change order on Monday, but have included DeLong's estimate for your review for now.

Brent Hinson

From: Keith Henkel
Sent: Friday, April 29, 2016 1:32 PM
To: Brent Hinson
Subject: FW: Washington Courthouse Sewer Separation
Attachments: M.07 OPTION 2-M.07 PLAN AND PROFILE - SOUTH D AVENUE.pdf; M.07 OPTION 1-M.07 PLAN AND PROFILE - SOUTH D AVENUE.pdf; M.07 OPTION 3-M.07 PLAN AND PROFILE - SOUTH D AVENUE.pdf

- Keith Henkel
- City of Washington

From: Eric Gould [mailto:egould@v-k.net]
Sent: Friday, April 29, 2016 1:31 PM
To: khenkel@washingtioniowa.net
Cc: Leland Belding
Subject: FW: Washington Courthouse Sewer Separation

From: Eric Gould
Sent: Friday, April 29, 2016 10:03 AM
To: 'khenkel@washingtioniowa.net'
Cc: 'jjbell@washingtioniowa.net'; Aaron L. Gesell (agesell@v-k.net); Leland Belding (lbelding@v-k.net)
Subject: FW: Washington Courthouse Sewer Separation

Keith;

Attached are three option.

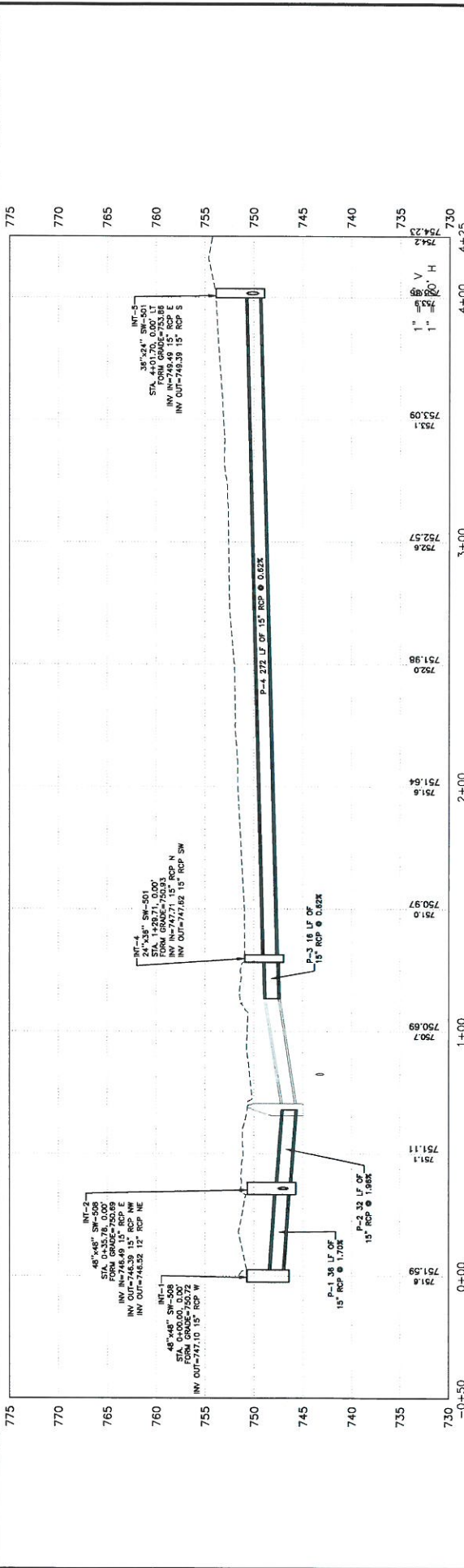
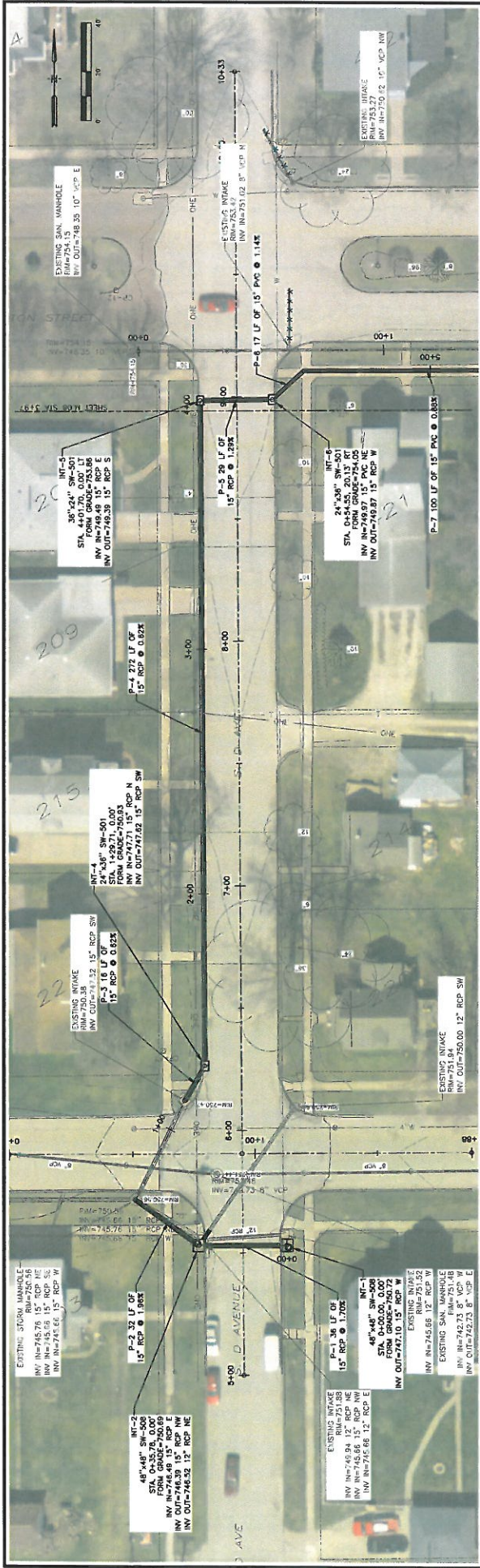
Option # 1 will be the cheapest and should not add any additional cost to the project.

Option # 2 will be an additional cost of \$10,870 to the project.

Option # 3 will add slightly more cost due to pipe, but will also collect the storm water around and near corner and sidewalk, better than the other two Options.

Eric Gould

Veenstra & Kimm, INC
860 22nd Avenue, Suite 4
Coralville, Iowa 52241-1565
www.egould@v-k.net
(319)466-1000



DATE		REVISIONS		VERIFY SCALE		CITY OF WASHINGTON		PLAN AND PROFILE - SOUTH D AVENUE		DWG. NO.	
SCALE	AS NOTED	SCALE	AS NOTED	SCALE	AS NOTED	CITY OF WASHINGTON		PLAN AND PROFILE - SOUTH D AVENUE		M.07	
DRAWN	ALS	DRAWN	ALS	SCALE	AS NOTED	860 22nd Avenue		VEENSTRA & KIMM, INC.		PROJECT	
CHECKED	LSR	CHECKED	LSR	IF NOT ONE INCH OR SMALLER	1"	215 46th Avenue		860 22nd Avenue		2463	
APPROVED	LSR	APPROVED	LSR	IF NOT ONE INCH OR SMALLER	1"	215 46th Avenue		860 22nd Avenue		2463	
DATE	REVISIONS	DATE	REVISIONS	SCALE	AS NOTED	215 46th Avenue		860 22nd Avenue		2463	
DATE	REVISIONS	DATE	REVISIONS	SCALE	AS NOTED	215 46th Avenue		860 22nd Avenue		2463	

ESTIMATE

City of Washington



DeLong Construction Inc

1320 North 8th Ave. P.O. Box 488
Washington, Iowa 52353

Phone: (319) 653-3334
Email: cwharton.delonginc@gmail.com
Fax: (319) 653-3351
Web: delonginc.com

Estimate # 000142
Date 04/28/2016
PO # jeff and D ave
Business / Tax # An Iowa DOT Certified DBE / WBE Contractor

Description	Quantity	Rate	Total
PCC remove and replace Sy	70.0	\$101.00	\$7,070.00
Pipe removal Lf	35.0	\$10.00	\$350.00
15" RCP Lf	35.0	\$60.00	\$2,100.00
Special Backfill Ton	45.0	\$30.00	\$1,350.00
Subtotal			\$10,870.00
Total			\$10,870.00

Let me know if you have any question concerning this Estimate

Craig Wharton

City of Washington

April 28, 2016

City of Washington
215 East Washington Street
Washington, Iowa 52353

Re: Final Completion Acceptance
Lexington Boulevard Pump Station Modifications
FOX PN 2045-14A.680

Honorable Mayor and City Council Members:

The Contractor completed the items related to the punch list on site by April 22, 2016. With this work completed, we have determined that WRH, Inc. has met the requirements for Final Completion in accordance with the Contract Documents. We recommend that the City consider final acceptance of this project. Three copies of the Engineer's Statement of Completion are attached for your use.

A project cost and payment summary is attached to the Engineer's Statement of Completion. As shown in this summary, the original contract amount was \$178,000.00, while the final contract amount (with change order) is \$176,124.55. Changer Order No. 1 represents a total decrease of 1.05% of the original contract amount. This project included a construction contingency allowance of \$8,000.00, of which \$6124.55 was used. Descriptions of the work performed related to the contingency allowance were documented in Work Change Directives 001, 002, 003.

The final amount pending due to WRH Inc. for completion of the project is \$9,280.04. Of this amount, \$8,806.23 is retainage that shall then be paid no sooner than thirty (30) days following formal acceptance of construction by the City Council, and provided that no unpaid claims exist in connection with this contract.

After the resolution of acceptance is approved by the council, please have all copies of the Engineer's Statement of Completion signed and distributed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robbie J. Baker".

Robbie J. Baker, P.E.

Enclosures:



Engineer's Statement of Completion
Final Application of Payment
Example Resolution of Acceptance

Change Order No. 1

for

Lexington Boulevard Pump Station Modifications

Washington, Iowa

 <p>ROBBIE J. BAKER 19510</p> <p>LICENSED PROFESSIONAL ENGINEER</p> <p>★ IOWA ★</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p> ROBBIE JOHN BAKER, P.E. License number 19510</p> <p>4/28/2016 DATE</p> <p>My license renewal date is December 31, 2016.</p> <p>Pages or sheets covered by this seal: <u>CHANGE ORDER No. 1</u></p>
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Date of Issuance:	Effective Date: May 3, 2015
Owner: City of Washington, Iowa	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: FOX Engineering	Engineer's Project No.: 2045-14A
Project: Lexington Blvd Pump Station Modifications	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: The contract specifications included a \$8,000 construction contingency allowance for contract changes. Not all of this allowance was used. Refund unused allowance to Owner. **Deduct \$1875.45.00 for this change.**

Attachments: Work Change Directives 001, 002, 003

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>178,000.00</u>	Original Contract Times: Substantial Completion: <u>140</u> Ready for Final Payment: <u>170</u> days or dates
{Increase} {Decrease} from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0.00</u>	{Increase} {Decrease} from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>178,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>140</u> Ready for Final Payment: <u>170</u> days or dates
{Increase} {Decrease} of this Change Order: \$ <u>1875.45</u>	{Increase} {Decrease} of this Change Order: Substantial Completion: <u>56</u> Ready for Final Payment: <u>94</u> days or dates
Contract Price incorporating this Change Order: \$ <u>176,124.55</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>196</u> Ready for Final Payment: <u>264</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>R.J. BAKER</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>PROFESSIONAL ENGINEER</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>4/28/2016</u>	Date: _____	Date: <u>4/28/16</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Contractor's Application for Payment No. 4

Application Period: From (Contractor): WRH Construction, Inc. Contract: Lexington Blvd Pump Station Modifications Owner's Contract No.: 1153	Schedule of Values: Application Date: 4/26/2016 Via (Engineer): FOX Engineering Associates, Inc. Engineer's Project No.: 2045-14A
--	---

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1		\$1,875.00
TOTALS		
NET CHANGE BY CHANGE ORDERS		-\$1,875.00

1. ORIGINAL CONTRACT PRICE..... \$ **\$178,000.00**
2. Net change by Change Orders..... \$ **-\$1,875.00**
3. Current Contract Price (Line 1 ± 2)..... \$ **\$176,125.00**
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ **\$176,124.55**
5. RETAINAGE:
 - a. **X** \$176,124.55 Work Completed..... \$
 - b. **X** Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ **\$176,124.55**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ **\$166,844.51**
8. AMOUNT DUE THIS APPLICATION..... \$ **\$9,280.04**
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ **\$0.00**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature Kurt Reihmann	Date: 4/26/2016
---	------------------------

Payment of: \$ **\$9,280.04**
 (Line 8 or other - attach explanation of the other amount)

is recommended by: R. J. BAKER (Engineer) 4/28/2016 (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Funding or Financing Entity (if applicable)) _____ (Date)

Engineer's Statement of Completion

Project: Lexington Blvd Pump Station Modifications	Date of Contract: August 4, 2015
Owner: City of Washington, Iowa	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 2045-14A
Contractor: WRH	

I hereby state that the construction of **Lexington Boulevard Pump Station Modifications** project by a Contract dated August 4, 2015 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on April 22, 2016. The Contract completion date is April 22, 2016.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$ 176,124.55.

The derivation of this total amount is tabulated on the attached sheet. A total of \$166,844.51 has been paid previously, leaving \$9280.04 pending due at the date of this document. Of this amount \$8,806.23 is retainage that shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims existing in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By:  Robbie Baker

Iowa Registration No.: 19510

Date: April 28, 2016

FOX PN: 2045-14A

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:

- Engineer
- Contractor
- Owner
- IDNR

Resolution No. 2016-

RESOLUTION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS

WHEREAS, CITY OF WASHINGTON, Washington, Iowa has entered into an Agreement with WRH, Inc., South Amana, Iowa, dated August 4, 2015, for the construction of certain public improvements described as Lexington Boulevard Pump Station Modifications, and referred to as the Project, and;

WHEREAS, FOX Engineering Associates, Inc., the Engineer for said Project, has stated the Project has been completed in general compliance with the terms, conditions, and stipulations of said Contract as per attached Engineer's Statement of Completion.

NOW, THEREFORE, BE IT RESOLVED, that the City of Washington City Council, Washington, Iowa, hereby accepts the Project subject to warranties and Maintenance Bond provisions provided under the Agreement between the Owner and Contractor, and approves total payment in the amount of **One Hundred Seventy-Six Thousand One Hundred Twenty-Four Dollars and Fifty-Five Cents (\$176,124.55)**.

Ninety-five percent (95%) of the pending amount due is to be paid within thirty (30) days of the date of this Resolution of Acceptance. The final five percent (5%) shall be paid no sooner than thirty (30) days from the date of the Resolution provided that no unpaid claims exist in connection with this Contract.

Approved this ____ day of May, 2016, by Resolution No. _____ of the **City of Washington City Council**, Washington, Iowa.

Signed: _____
Mayor

Attest: _____
Clerk

Resolution No. _____

Resolution of Support and Financial Commitment
for the Main Street Program in
Washington, Iowa

WHEREAS, an Agreement between the Iowa Economic Development Authority, Main Street Washington and the City of Washington for the purpose of continuing the Main Street Iowa program in Washington, Iowa, and,

WHEREAS, this Agreement is pursuant to contractual agreements between the National Main Street Center, Inc. and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Washington, Iowa, and,

WHEREAS, the City Council of Washington endorses the goal of economic revitalization of the Downtown within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach® as developed by the National Main Street Center and espoused by Main Street Iowa.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Washington, Iowa, meeting in regular session on the 3rd day of May, 2016 that the City of Washington hereby agrees to support both financially and philosophically the work of Main Street Washington and designates the Main Street Board to supervise the Executive Director. The source of funds to support Main Street Washington will be from the City of Washington's General Fund.

PASSED, APPROVED, AND ADOPTED THIS 3rd day of May, 2016.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

Main Street Iowa Program Agreement
Agreement # PS2016 -G300-48

Agreement between the Iowa Economic Development Authority, the City of Washington and Main Street Washington Inc. for the purpose of continuing the Main Street Program in Washington.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Washington and Main Street Washington Inc. hereinafter referred to as the "Community or Local Main Street Program".

WHEREAS, Main Street Washington Inc. established a partnership with the Iowa Economic Development Authority in 2008 and desires that the program continue; and

WHEREAS, the Iowa Economic Development Authority desires to continue the relationship which has been established with Main Street Washington Inc.;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the historic commercial district utilizing the Main Street Approach®. This should be reflected in the programs annual action plans, goals and objectives, vision, and mission statement.
2. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description, which includes the rate of compensation, describing the administrative activities for which the program director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve National Main Street Center accreditation at a minimum once every three years. Not achieving National Main Street Center accreditation at a minimum once every three years will result in termination of this agreement and loss of recognition as a Main Street Program Community.
9. Participate, as required by the State Main Street Coordinator, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for National Main Street accreditation, the Local Main Street Program must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired program director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Community.
10. Have a Resolution of Support passed by the City Council. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing

board of directors, and that the Local Main Street Program will continue to follow the Main Street Approach® as developed by the National Main Street Center, Inc. and espoused by Main Street Iowa.

11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue to follow the Main Street Approach® as developed by the National Main Street Center, Inc.
12. Maintain a "Designated Main Street Network" membership with the National Main Street Center.
13. Use the words "Main Street" when referring to and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the National Main Street Center/Main Street America and the Main Street Iowa logos on local program websites.
14. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
15. Remain in compliance with the requirements of this program as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement, the Local Main Street Program will be notified of non-compliance and given a 90-day probationary period in which to return to compliance. Continued non-compliance will result in termination of this agreement and loss of recognition as a Main Street Program Community.
16. Submit with this signed Program Agreement, one (1) copy the City's Resolution of Support, one (1) copy of the Local Main Street Program Board of Director's Resolution of Support, and one (1) completed W-9 of the Local Main Street Program.

SECTION II. The IEDA agrees to:

1. Designate a Main Street State Coordinator to handle communication between the Community, the Main Street Iowa Program, and state government agencies.
2. Coordinate up to three (3) statewide training sessions annually for program directors and local Main Street volunteers based on the combined needs of all Iowa Main Street Communities.
3. Conduct three one-day (1) Main Street orientations for all new program directors, board members and volunteers. The Orientation will introduce the Executive Director to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
4. Conduct an on-site program visit annually.
5. Provide continuing advice and information to the Local Main Street Program.
6. Include the Community in the Main Street Iowa network.
7. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, action planning.
8. Offer additional optional, regionally hosted trainings throughout the year.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of two years, beginning July 1, 2016, and ending June 30, 2018. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Community and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ (Date)
(Mayor Signature)

(Mayor Printed Name) Washington, Iowa
(City)

BY: Brent Kromrie _____ 4-7-16
(Board President Signature) (Date)
Brent Kromrie _____
(Board President Printed Name) Main Street Washington Inc.
(Local Main Street Program)

BY: _____ (Date)
Deborah V. Durham, Director
Iowa Economic Development Authority

*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

April 29, 2016

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

From: Brent Hinson
City Administrator

Re: UP Home Conduit Bond Issuance

As they have done in the past on at least two occasions, the UP Home is asking the City to issue tax-exempt bonds to facilitate a project. This time, the amount of the issuance is \$5,660,000. Erin Drahota will be present at Tuesday's meeting to represent the UP Home, but I thought that I would offer you some background on how this process works and the City's role. The information below is partially based on a letter from the bonding attorney when the UP Home last refinanced their debt this way in 2012.

These Bonds would be issued under Chapter 419 of the Code of Iowa. Because the interest on such Bonds is exempt from federal income taxes, the Borrower will be able to borrow the money at lower interest rates than a conventional taxable loan. The City is authorized to issue such Bonds for facilities located within the City limits and anywhere within 8 miles of the boundaries of the City or to refund existing debt or bonds relating to such facilities.

Bonds issued by the City pursuant to Chapter 419 are commonly referred to as "conduit" Bonds because the City acts as a conduit between the purchasers of the Bonds and the Borrower. The Bonds are issued by the City and sold to purchasers of the Bonds. The proceeds of the sale of the Bonds are then loaned to the Borrower pursuant to a Loan Agreement in which the Borrower agrees to repay the Bonds. Once the City issues the Bonds the City steps out of the picture and the payments made by the Borrower under the Loan Agreement are made directly to the Bondholders or a Trustee for the Bondholders. The City would have no accounting or processing responsibilities with respect to payments by the Borrower under the Loan Agreement or to the purchasers of the Bonds.

The Bonds do NOT count against the City's constitutional debt limit. As provided in Section 419.3 of the Iowa Code, the Bonds would be limited obligations of the City and would never constitute an indebtedness of the City within the meaning of any state constitutional

provision or statutory limitation and shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers. The Bonds would be payable solely and only out of payments made by the Borrower under the Loan Agreement and the City would not be called upon to pay the Bonds from any City funds, and these limitations will be plainly stated on the face of the Bonds.

The City is authorized by Section 265 of the Internal Revenue Code (the "Code") to issue up to \$10,000,000 of "bank qualified" obligations in this calendar year (the "\$10,000,000 BQ Limit") (subject to certain exceptions in the Code). The Bonds requested by the Borrower will count against the City's \$10,000,000 BQ Limit for 2016. This will not limit the ability of the City to issue up to \$10,000,000 "bank qualified" bonds in any future calendar year. The ability of the Borrower to receive "bank qualified" status for the Bonds will result in substantial interest costs savings to the Borrower.

For this year, we will be near the limit for bank qualification, as the 2016A,B&C bond issuances earlier this year were \$3.87 million, and with this issuance we will be at \$9.53 million in bank-qualified issuances for the year. The proposed YMCA issuance is unaffected, because if voters authorize it, we would not proceed with issuance proceedings until after January 1 as per the proposed development agreement.

Bond counsel has prepared for consideration by the City Council the initial proceedings which includes a Resolution approving a Memorandum of Agreement with the Borrower and setting a public hearing date on the proposal to issue the Bonds for the June 7 meeting of the Council. The Memorandum of Agreement sets forth certain understandings between the City and the Borrower with respect to the Bonds, including the obligation of the Borrower to reimburse the City for any of its costs relating to the issuance of the Bonds (ie for publications, mailings, etc) and to pay any fee charged by the City.

Essentially, all the City is being asked to do is to use its "good name" to assist an important partner in the community, and to cooperate with the associated legal proceedings. I have been involved with a number of similar issuances over my career, and it is a relatively simple way to assist local partners without creating a tax impact or using the City's debt limit.

RESOLUTION NO. _____

A RESOLUTION RELATING TO THE ISSUANCE OF NOT TO EXCEED \$5,660,000 IN AGGREGATE PRINCIPAL AMOUNT OF REVENUE BONDS (UNITED PRESBYTERIAN HOME PROJECT) SERIES 2016, OF THE CITY OF WASHINGTON, IOWA; AND SPECIFICALLY (1) FIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ISSUE SAID BONDS; (2) DIRECTING PUBLICATION OF A NOTICE OF INTENTION TO ISSUE SAID BONDS; AND (3) AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT.

WHEREAS, the City of Washington, Iowa (hereinafter "Issuer"), is authorized and empowered by Chapter 419 of the Code of Iowa (hereinafter "Act") to issue revenue bonds or notes and loan the proceeds from the sale of said bonds or notes to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing, improving, and equipping land, buildings and improvements for a "project," as that term is defined in the Act, specifically including a project which is suitable for use as facility for an organization described in Section 501(c)(3) of the Internal Revenue Code which is exempt from tax under Section 501(a) of the Internal Revenue Code (a "Tax-Exempt Organization") within Issuer in order to create jobs and employment opportunities and to improve the welfare of the residents of the Issuer and of the State of Iowa; and

WHEREAS, the Issuer has been requested by The United Presbyterian Home of Washington, Iowa, a nonprofit corporation organized under Chapter 504 of the laws of Iowa and a Tax-Exempt organization (hereinafter "Borrower"), to authorize and issue its revenue bonds or notes, in one or more series, in a principal amount not to exceed \$5,660,000 (the "Bonds") pursuant to the provisions of the Act for the purpose of constructing, equipping and furnishing a 2,560 square foot, two story addition adding skilled nursing units, and wellness, fitness and therapy facilities located at 1203 East Washington Street, Washington, Iowa, (hereinafter "Project") together with all incidental items and paying the costs of issuance of the Bonds, which Project will be owned and operated by Borrower; and

WHEREAS, said Project will provide and induce other public benefits flowing from the conduct of enhanced operations which will add to the welfare and prosperity of the Issuer and its inhabitants; and

WHEREAS, the Borrower has represented to the Issuer that the amount of Bonds necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will not exceed \$5,660,000 in aggregate principal amount and it is proposed that the Issuer loan the amount received from the sale of the Bonds to Borrower under a loan agreement between the Issuer and Borrower (the "Loan Agreement") pursuant to which loan payments will be made by Borrower in amounts sufficient to pay the principal, interest and premium, if any, on the Bonds when due; and

WHEREAS, the Bonds shall be limited obligations of the Issuer and shall never constitute an indebtedness of the Issuer within any state constitutional provision or statutory limitation and not give rise to a pecuniary liability of the Issuer or be a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the Project; and

WHEREAS, regulations promulgated under Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, (the "Code") may require that the Issuer of such Bonds adopt a Resolution with respect to the Bonds or take "some other similar official action" toward the issuance of the Bonds prior to the commencement of construction or acquisition relating to the proposed Project and it is intended that this Resolution shall constitute "some other similar official action" toward the issuance of the Bonds within the meaning of the Federal Income Tax regulations; and

WHEREAS, there has been presented to the City Council (the "Governing Body") a Memorandum of Agreement, attached hereto as Exhibit "A," which sets forth the mutual representations and agreements between the Issuer and Borrower relating to the further processing and issuance of the Bonds, and the Issuer believes it desirable and in the best interest that the Memorandum of Agreement be executed for and on behalf of the Issuer; and

WHEREAS, before the Bonds may be issued, it is also necessary to conduct a public hearing on the proposal to issue the Bonds, all as required and provided by Section 419.9 of the Act and Section 147(f) of the Code; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, as follows:

Section 1. A public hearing shall be conducted on June 7, 2016, at 6:00 p.m. before the City Council of the City of Washington, Iowa, in the Council Room, 120 E. Main Street, Washington, Iowa 52353, on the proposal to issue not to exceed \$5,660,000 in aggregate principal amount of the Issuer's Revenue Bonds (United Presbyterian Home Project) Series 2016, pursuant to the provisions of the Act, for the purpose of defraying all or a portion of the cost of acquiring, constructing, improving and equipping the Project, including all necessary incidental expenses, and allowing all local residents who appear at the hearing to be given an opportunity to express their views for or against the proposal to issue the Bonds and at the conclusion of the hearing, the City Council shall adopt a resolution determining whether or not to proceed with the issuance of the Bonds.

Section 2. The City Clerk is hereby directed to publish one time, not less than fifteen (15) days prior to the date fixed for the hearing, in the Washington Evening Journal, a newspaper published and having a general circulation within the City, a Notice of Intention to issue the Bonds. The Notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF INTENTION
TO ISSUE
REVENUE BONDS
(UNITED PRESBYTERIAN HOME PROJECT)
SERIES 2016

Notice is hereby given that the City Council of the City of Washington, Iowa (hereinafter "Issuer"), will meet on the 7th day of June, 2016, in the Council Room, at the City of Washington, 120 E. Main Street, Washington, Iowa 52353 at 6:00 p.m. and hold a public hearing on the proposal to issue not to exceed \$5,660,000 principal amount of the City's Revenue Bonds (United Presbyterian Home Project), Series 2016, (hereinafter "Bonds") pursuant to the provisions of Chapter 419 of the Code of Iowa and Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, for the purpose of constructing, equipping and furnishing a 2,560 square foot, two story addition adding skilled nursing units, and wellness, fitness and therapy facilities located at 1203 East Washington Street, Washington, Iowa, together with all incidental items and paying the costs of issuance of the Bonds. The proposed facilities will be owned and operated by The United Presbyterian Home of Washington, Iowa, a nonprofit corporation organized and existing under the laws of the State of Iowa (hereinafter "Borrower"). It is contemplated that a Loan Agreement will be entered into between the Issuer and Borrower wherein the Issuer will loan to Borrower the proceeds from the sale of the Bonds in return for loan payments from Borrower sufficient to pay the principal of, interest and premium, if any, on such Bonds as the same shall become due and payable.

Such Bonds, if issued, and the interest thereon will be payable solely out of the revenues derived from the Loan Agreement and shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or become a charge against its general credit or taxing powers.

The Bonds, if issued, will be designated as qualified tax-exempt obligations pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

All local residents who appear at the public hearing or any adjournment thereof, shall be given an opportunity to express their views for or against the above stated proposal and, at the meeting or any adjournment thereof, the City Council of the City of Washington, Iowa, shall adopt a resolution determining whether or not to proceed with the issuance of the Bonds. Written comments may also be submitted by the above hearing date to the Issuer at 120 E. Main Street, Washington, IA 52353.

By Order of the City Council this _____ day of May, 2016.

ILLA EARNEST, City Clerk

Section 3. The Issuer recognizes that regulations promulgated under Sections 103 and 141-150 of the Code may require the taking by the City Council of official action or "some other similar official action," if interest on the Bonds, issued by the Issuer and used to acquire, construct, improve and equip the Project, is to be exempt from federal income taxes. In order to preserve such exemption, this Resolution is intended to constitute solely for federal income tax purposes official action or "some other similar official action" with respect to the issuance of the Bonds.

Section 4. In order to assure the acquisition, construction, improvement and equipping of the Project in the City, and the resulting public benefits which will flow from the Project, it is deemed necessary and advisable that the Memorandum of Agreement, in the form attached hereto as Exhibit "A," incorporated by reference herein, be approved and that the Mayor of the City of Washington be and hereby is authorized and directed to execute the Memorandum of Agreement and the City Clerk or deputy be and hereby is authorized to attest the same and to affix the seal of the Issuer thereto.

Section 5. In order that the Project will not be unduly delayed, Borrower is hereby authorized to make such commitments, expenditures and advances towards payment of the costs of the Project as it considers appropriate, subject to reimbursement from the proceeds of the Bond no when and if delivered, but otherwise without liability on the part of the Issuer.

Section 6. The officials of the Issuer are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of the Memorandum of Agreement.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

Adopted and approved this ____ day of May, 2016.

CITY OF WASHINGTON, IOWA

(Corporate Seal)

SANDRA JOHNSON, Mayor

ATTEST:

ILLA EARNEST, City Clerk

EXHIBIT "A"

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") between the CITY OF WASHINGTON, IOWA (hereinafter "Issuer") and THE UNITED PRESBYTERIAN HOME OF WASHINGTON, IOWA, a nonprofit corporation organized and existing under the laws of the State of Iowa (hereinafter "Borrower").

STATEMENT OF UNDERSTANDING

WHEREAS, the Issuer and Borrower acknowledge that Revenue Bonds issued by Issuer are subject to a limitation pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

RECITALS

WHEREAS, the Issuer is authorized and empowered by Chapter 419 of the Code of Iowa (hereinafter "Act") to issue revenue bonds or notes and loan the proceeds from the sale of said bonds or notes to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing, improving and equipping land, buildings and improvements for a "project," as that term is defined in the Act, specifically including a project which is suitable for use as facility for an organization described in Section 501(c)(3) of the Internal Revenue Code which is exempt from tax under Section 501(a) of the Internal Revenue Code (a "Tax-Exempt Organization"); and

WHEREAS, at the request of the Borrower, a Tax-Exempt Organization, the Issuer proposes to issue revenue bonds or notes, in one or more series (hereinafter "Bonds") and to loan to Borrower the proceeds from the sale of the Bonds for the purpose of constructing, equipping and furnishing a 2,560 square foot, two story addition adding skilled nursing units, and wellness, fitness and therapy facilities located at 1203 East Washington Street, Washington, Iowa, (hereinafter "Project") together with all incidental items and paying the costs of issuance of the Bonds, which Project will be owned and operated by Borrower; and

WHEREAS, before commencing the Project, the Borrower desires satisfactory assurances from the Issuer that the proceeds from the sale of the Issuer's Bonds which, when issued, will be issued to finance the Project, will be made available in an amount sufficient to finance all or a portion of the cost of the Project, including the necessary expenses related to the issuance of the Bonds. The amount of the Bonds suggested to be issued is presently estimated not to exceed \$5,660,000.

WHEREAS, the City Council has indicated their willingness to proceed with and effect the financing as an inducement to Borrower to locate the Project in the City and the City has advised Borrower that, subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals of any and all kind or manner to consummate this transaction and realize the Project, the Issuer intends to issue and sell its Bonds in an amount sufficient to finance all or a portion of the cost of the Project.

WHEREAS, the Issuer considers the undertaking of the Project will promote the economic vitality of the Issuer, provide employment opportunities for the inhabitants of the Issuer, increase the Issuer's commerce and add to the welfare and prosperity of the Issuer and its residents.

NOW, THEREFORE, based upon the foregoing premises and the agreements and representations contained herein, it is hereby agreed between the Issuer and Borrower:

1. UNDERTAKINGS ON THE PART OF THE ISSUER. The Issuer represents, covenants and agrees as follows:

(a) That it will authorize, or cause to be authorized, the issuance and sale of an issue of its Bonds, pursuant to the terms of the Act as then in force, in an aggregate principal amount sufficient to finance a portion of the cost of the Project, which bond financed cost, including the expenses related to the issuance of the Bonds, is presently estimated not to exceed \$5,660,000.

(b) That it will cooperate with Borrower to sell the Bonds upon mutually agreeable terms, and it will adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project as aforesaid, and the entering into a Loan Agreement with the Borrower with respect to the Project, all as shall be authorized by law and mutually satisfactory to the Issuer and the Borrower.

(c) That the aggregate basic payments (i.e. the payments to be used to pay the principal of, premium, if any, and interest on the Bonds) payable under the Loan Agreement shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. UNDERTAKINGS ON THE PART OF THE BORROWER. The Borrower represents, covenants and agrees as follows:

(a) It will cooperate with the Issuer to sell the Bonds in an aggregate principal amount as above stated; provided, however, that the terms of the Bonds and of the sale and delivery thereof shall be mutually satisfactory to the Issuer and the Borrower.

(b) It has not, prior to the execution of this agreement and the taking of "official action" toward the issuance of the Bonds by the Issuer, acquired or commenced construction of the Project, or any part thereof, and has not paid or incurred any costs related thereto, which will be paid or reimbursed from the proceeds of the Bonds, when and if issued.

(c) Contemporaneously with the sale of the Bonds it will execute a Loan Agreement with the Issuer under the terms of which the Borrower will obligate itself to pay to the Issuer sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such instrument to contain other provisions required by law and such other provisions as shall be mutually acceptable to the Issuer and the Borrower.

(d) It will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. GENERAL PROVISIONS.

(a) All commitments of the Issuer under paragraph 1 hereof and of the Borrower under paragraph 2 hereof are subject to the condition that on or before December 31, 2016 (or such other date as shall be mutually satisfactory to the Issuer and the Borrower), the Issuer and the Borrower shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the documents referred to in paragraph 2 and the proceedings referred to in paragraphs 1 and 2 hereof.

(b) Whether or not the events set forth in (a) of this paragraph take place within the time set forth or any extension thereof, the Borrower agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur, including but not limited to, legal fees, printing and publication costs and filing fees arising from the execution of this Agreement and the performance, or preparation to perform by the Issuer of its obligations hereunder, or done at the request of the Borrower.

(c) All commitments of the Issuer hereof are further subject to the conditions that the Issuer, and its elected and appointed officials, shall in no event incur any liability for any act or omission hereunder, and that the Bonds described herein shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

(d) Preparation of all resolutions, agreements, instruments, certificates or other documents in final form for adoption and execution shall be the sole responsibility of Bond Counsel, subject to review of Counsel to the Issuer.

(e) If requested, Counsel for the Issuer shall timely opine the non-existence of threatened litigation, pending litigation or claims with respect to the proposed Bond issue and render such other opinion regarding the proceedings and the regularity thereof. All other attorney's opinions or certificates with respect to issuing authority, non-arbitrage, regularity of proceedings, or otherwise shall be the responsibility of Borrower's Counsel or Bond Counsel.

(f) In the event Sections 145 and 146 of the Code, as amended, restrict the aggregate principal amount of Bonds for Tax-Exempt Organizations which the Issuer may issue in any calendar year, the Issuer may, in its discretion, rescind its commitments under Paragraph 1 hereof, without liability on the part of the Issuer.

(g) All commitments of the Issuer hereunder are further subject to the condition that the Bonds will only be issued if the Issuer determines that such issuance will not cause the Issuer to lose its qualification as a "qualified small issuer" within the meaning of Section 265(b)(3)(C) of the Internal Revenue Code in any year.

(h) The execution of this Memorandum of Agreement by the Issuer is not intended to nor does it create a binding commitment on the part of the Issuer to proceed with the issuance of the Bonds. It is further understood that the issuance of the Bonds is subject to further review by the City Council of the Issuer and compliance with all provisions of the Act and the Code, including the holding of a public hearing with respect thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT]

IN WITNESS WHEREOF the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of the _____ day of May, 2016.

(Corporate Seal)

CITY OF WASHINGTON, IOWA

SANDRA JOHNSON, Mayor

ATTEST:

ILLA EARNEST, City Clerk

THE UNITED PRESBYTERIAN HOME OF
WASHINGTON, IOWA

By _____
JAMES LLOYD, President

RESOLUTION NO. _____

RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF WASHINGTON, IOWA, FOR A PROPOSED ECONOMIC DEVELOPMENT GRANT IN THE AMOUNT OF NOT-TO-EXCEED \$3,000,000.

WHEREAS, the Young Men's Christian Association of Washington, Iowa (the "YMCA") and the City have negotiated a proposed Development Agreement whereby the City would grant the sum of not-to-exceed \$3,000,000 to the YMCA to fund a portion of the construction of a new YMCA facility in the City (the "Project"); and

WHEREAS, the Project is proposed to be constructed on property that will be located within the Washington Unified Commercial Urban Renewal Area; and

WHEREAS, the proposal to give the YMCA the grant in the amount of \$3,000,000 is contingent upon a referendum of the voters of the City of Washington, Iowa, to be held on August 2, 2016; and

WHEREAS, the Development Agreement is contingent upon passage of said referendum with at least 60% approval of the votes cast at said special election; and

WHEREAS, prior to the referendum, it is necessary to hold a public hearing on the proposal to grant the sum of \$3,000,000 to the YMCA as an urban renewal project.

WHEREAS, Chapters 15A and 403 of the Iowa Code authorizes cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the objectives of the urban renewal project and Chapters 15A and 403 of the Code of Iowa; and

WHEREAS, prior to entering into a Development Agreement where the City will pay the Developer incremental tax revenues, the City Council must hold a hearing on said Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that a public hearing on the proposal to enter into a Development Agreement which contemplates the payment of not-to-exceed \$3,000,000 economic development grant is

hereby set for 6:00 p.m. on Tuesday, May 31, 2016, at the Council Chambers at 120 E. Main Street in the City. Further, the City Clerk is directed to publish notice of said hearing on substantially the same form as provided in this Resolution.

Passed and approved this 3rd day of May, 2016.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

NOTICE OF PUBLIC HEARING

The City Council of the City of Washington, Iowa, will hold a public hearing on the proposal to enter into a Development Agreement with the Young Men's Christian Association of Washington, Iowa ("YMCA") at 6:00 p.m. on Tuesday, May 31, 2016 in the Nicola-Stouffer Room at the Washington Free Public Library at 115 W. Washington Street in Washington. The proposed Development Agreement contemplates the payment of a not-to-exceed \$3,000,000 economic development grant to the YMCA upon the passage of a referendum of the eligible voters of the City of Washington, Iowa.

Any and all persons are invited to make comments in person or via written communication prior to or at said public hearing. More information on this proposed Development Agreement may be obtained by contacting the City Clerk.

/s/ Illa Earnest

by Direction of the City Council

RESOLUTION NO. 2016-_____

A RESOLUTION APPROVING SPECIFICATIONS, FORM OF CONTRACT,
COST ESTIMATE, AND SETTING DATES FOR A PUBLIC HEARING AND
RECEIPT OF BIDS FOR THE 2016 SEAL COAT PROJECT

WHEREAS, specifications, form of contract, and cost estimate have been prepared for the 2016 Seal Coat Project and are filed with the City Engineering Technician; and

WHEREAS, these specifications, form of contract, and cost estimate appear to be correct and suitable for the purpose intended;

WHEREAS, the 2016 Seal Coat Project is to be paid with Road Use Tax funds;

NOW, THEREFORE, be it resolved by the City Council of Washington, Iowa that:

Section 1. The above specifications, form of contract, and cost estimate referred to are approved.

Section 2. On May 17, 2016 at 6:00 p.m. in the City Council Chambers, Washington, Iowa, this Council shall hold a public hearing on the specifications, form of contract, and cost estimate for this proposed project.

Section 3. The City Clerk shall give notice of such public hearing by publication of a notice in the Washington Evening Journal not less than four (4) nor more than fourteen (14) days prior to the date set for the hearing. The notice shall be in the following form:

(NOTICE OF PUBLIC HEARING ATTACHED)

Section 4. Sealed proposals for the 2016 Seal Coat Project will be received at the office of the City Clerk, City Hall, Washington, Iowa until 9:00 a.m. on May 17, 2016. The City Clerk shall open the proposals received and announce the results at 9:05 a.m. on the same day.

Section 5. The City Clerk is directed to give notice of such reception of bids by publication of a notice in the Washington Evening Journal not less than seven (7) nor more than thirty (30) days prior to the date for reception of bids. The notice shall be in the following form:

(NOTICE TO BIDDERS ATTACHED)

Section 6: All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED this 3th day of May, 2016.

Sandra Johnson, Mayor

ATTEST

Illa Earnest, City Clerk

PUBLIC NOTICE

NOTICE SETTING TIME AND PLACE OF PUBLIC HEARING ON THE 2016 SEAL COAT PROJECT

Public Notice is hereby given that the City Council of the City of Washington, Iowa will hold a public hearing to hear comments on the specifications, form of contract, and cost estimate for the proposed 2016 Seal Coat Project. The project will be located on various streets throughout the town. Said hearing will be held in the City Council Chambers, Washington, Iowa, on May 17, 2016 at 6:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

Illa Earnest, City Clerk

CITY OF WASHINGTON, IOWA

2016 SEALCOAT PROJECT

NOTICE TO BIDDERS

Notice is hereby given that there are on file in the Development Services office of the City of Washington, Iowa, proposed specifications, and form of contract for the public improvements hereinafter described for the 2016 Sealcoat Project.

Sealed proposals for the construction of the said improvements will be received at the office of the City Clerk for the City of Washington, Iowa until **9:00 A.M., May 17, 2016**. At 9:05 A.M. all sealed proposals will be publicly opened and read aloud.

The general description of the work involved is as follows:

2016 Sealcoat project is approximately of 46,885 SY of seal coat overlay and 0 SY of surface correction.

Bids will be received for work under one contract.

The City will be issuing a sales tax exemption certificate, so the cost of sales tax should not be included in the bid.

Each proposal shall be made on the proposal form prepared for this purpose, which may be obtained from Veenstra & Kimm, Inc. or on a form approved by Veenstra & Kimm, Inc. Each proposal shall be accompanied by a bid bond on the form included in the specifications or another approved form, or a cashier's check or certified check drawn on a bank or credit union in Iowa or a bank chartered under the laws of the United States, and filed in a sealed envelope separate from the one containing the proposal. The contractor's **bid bond**, cashier's or certified check shall be in an amount of **10%** of the bid price made payable to the Treasurer of the City of Washington, Iowa. The bid bond will act as security that, if awarded a contract by resolution of the Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The bid bond will be forfeited and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance and payment bonds and an acceptable certificate of insurance within fifteen (15) days after the acceptance of his proposal by resolution of the council. No Bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Payment for said work will be made in cash from proceeds to be received from the **Road Use Tax** funds of said City and/or cash funds of said City that are available and that may be legally used for said purpose.

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the contract value of the work completed during the preceding month. Estimates will be prepared the last week of the month by the Contractor and approved by the City of Washington's Engineering Technician. The City of Washington's Engineering Technician will certify the approved estimate to the Council for payment on the next regularly scheduled Council meeting of the following month. Such payment will in no way be construed as an act of acceptance for any part of the work partially or totally, completed. The balance of the **five percent** due the Contractor will be paid not earlier than 31 days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City Clerk that the materials, labor, and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. The Contractor may be required to submit lien waivers prior to

payment approval. The Contractor shall submit a **2-year maintenance bond** for the total amount of the project prior to final payment and acceptance of the project.

All work and equipment is to be in accordance with the specifications and form of contract now on file in the Development Services' office and by this reference made a part hereof as though fully set out and incorporated herein.

The work shall be completed by **August 5, 2016**.

Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per calendar day will be assessed for each day the work shall remain uncompleted after the contract completion date, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor and approved by the City.

The successful bidder will be required to furnish a corporate **surety bond** in an amount equal to one hundred percent (**100%**) of the contract price prior to commencing work on the project. Said bond shall be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract and the terms and conditions until the time of acceptance of the improvements by the City.

Specifications governing the construction of the proposed improvements have been prepared by Veenstra & Kimm, inc. for the City of Washington, Iowa. Said specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice, and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Said specifications and proposed contract documents are now on file in the Development Services' office at 215 East Washington Street, Washington, Iowa, for examination by bidders. Copies of specifications, form of proposal, and form of contract may be secured at the office of Veenstra & Kimm, Inc. by bona fide bidders.

The City reserves the right to reject any and all bids and to waive informalities and technicalities in any bid, and to enter into such contract, or contracts, as it shall deem for the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of letting.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. The Iowa Reciprocal Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

*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

April 22, 2016

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

From: Brent Hinson
City Administrator

Re: Lincoln Elementary No Parking Request

We received the attached request from Lincoln Elementary School last week, and I have since discussed with Principal Dave Hoffman to refine the request somewhat. What we are now recommending is a pickup/dropoff zone that would be similarly handled to the one we put in place at the Middle School. This "no parking" zone would stretch about 400 feet in the midblock area on South 6th Avenue between Van Buren and Monroe. The parking restriction would be in effect on school days from 7:30 a.m. to 4:00 p.m. While we were making this ordinance change, I also propose to fix the times in the ordinance for the parking restrictions on South 4th Avenue (the ordinance currently says this is in effect from 8-4, but the signs say 7:30-4).

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 69.08 “NO PARKING ZONES”- VICINITY OF LINCOLN ELEMENTARY SCHOOL

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

SECTION 1. **Delete Paragraph.** Section 69.08, “No Parking Zones”, Paragraph 37, is hereby repealed.

SECTION 2. **New Paragraph.** A new Section 69.08, “No Parking Zones”, Paragraph 37 is hereby adopted as follows:

“37. South Fourth Avenue in the vicinity of Lincoln School:

- a. On the east side, beginning at a point two hundred (200) feet south of the centerline of East Monroe Street and extending south to a point two hundred (200) feet south of the centerline of East Jackson Street, from 7:30 a.m. to 4:00 p.m. on school days.
- b. On the west side, beginning at a point one hundred (100) feet south of the centerline of East Monroe Street and extending south to a point one hundred seventy feet (170) feet south of the centerline of East Jackson Street, from 7:30 a.m. to 4:00 p.m. on school days.”

SECTION 3. **New Paragraph.** A new Section 69.08, “No Parking Zones”, Paragraph 86 is hereby adopted as follows:

“86. South Sixth Avenue in the vicinity of Lincoln School, on the west side, beginning at a point two hundred fifty (250) feet south of the centerline of East Monroe Street and extending south to a point four hundred (400) feet north of the centerline of West Van Buren Street, from 7:30 a.m. to 4:00 p.m. on school days.”

SECTION 4. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2016.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day
of _____, 2016.

City Clerk

**Lincoln Elementary School
Pickup/Dropoff Area Request
April 2016**

End of restricted parking zone



400 feet



Start of restricted parking zone



S 6th Ave

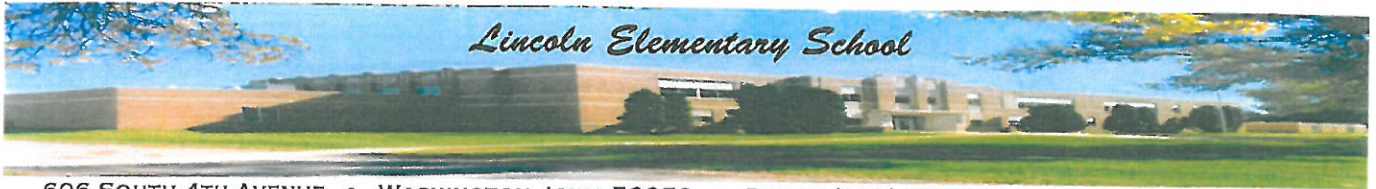
**Restricted area would have signs
saying "No Parking 7:30 AM to 4:00
PM on School Days" and "Student
Drop-Off and Pick-up Area"**





NO
PARKING

STREET
SWEEP-UP
AND
MAIL
DELIVERY



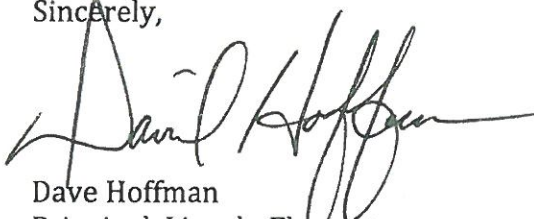
606 SOUTH 4TH AVENUE • WASHINGTON, IOWA 52353 • PHONE (319) 653-3691 • FAX (319) 653-6800
DAVID HOFFMAN, PRINCIPAL • SONYA STANERSON, GUIDANCE • CINDY GUY, SECRETARY

Dear Washington City Council:

Lincoln Elementary uses the street on the back of the Lincoln property for pick up and drop off. We would like to request the placement of two signs on that part of the street. The signs are shown below. The street would be South 6th Ave and I have attached a map showing the location.

We have had several complaints about this situation. We would appreciate your consideration on allowing us to have, "PICK-UP AND DROP-OFF ONLY / NO PARKING " signs placed on this street. I will try and be at the next council meeting on Lincoln's behalf. If you have questions or concerns, please give me a call at 319-653-3691.

Sincerely,



Dave Hoffman
Principal, Lincoln Elementary

