

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, OCTOBER 18, 2016

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, October 18, 2016 to be approved as proposed or amended.

Consent:

- 1. Council Minutes 10-04-2016
- 2. Iowa City Landscaping, Tree Committee (trees for Sunset Park), \$5,810.88
- 3. Fox Engineering, Well #6 Pump Replacement, \$4,391.64
- 4. Fox Engineering, Well #7 Pump Replacement & Electrical Modifications, \$2,463.25
- 5. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$4,725.00
- 6. Paws & More, Animal Services April June, 2016, \$4,000
- 7. Paws & More, Animal Services July September, 2016 \$4,250.00
- 8. Paws & More, Animal Services (dogs (63) taken May 2015-Sept.2016) \$2,938.95
- 9. Dave Schmitt Construction, Pay App #4, W. 5th St. Water Main Project, \$2,052.00
- 10. Iowa Grow, Inc., Sludge Pumping at WWTP, 3 cents per gallon (approx.1.5 million gallons) Budgeted amount is \$52,500.00
- 11. Panda Palace, 100 W. Main Street, Special Class C Liquor License (BW) (Beer/Wine), Sunday Sales, (renewal)
- 12. Department Reports.

Consent - Other:

Claims and Financial Reports:

Claims as Presented.

Financial Reports.

SPECIAL PRESENTATION

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

NEW BUSINESS

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

<u>Public Hearing</u> – On a Resolution Approving Plans, Specifications, Form of Contract, and Estimate of Cost for Well #6 Improvements.

Discussion and Consideration of a Resolution Approving Plans, Specifications, Form of Contract, and Estimate of Cost for Well #6 Improvements.

<u>Public Hearing</u> — On a Purchase Agreement with Washington Economic Development Group (WEDG) — Washington Business Park Lot Sales.

Discussion and Consideration of a Resolution Approving a Purchase Agreement with WEDG for Business Park Lot Sales.

Discussion and Consideration of a Resolution Approving Gas Facilities Extension Agreement – Business Park.

Discussion and Consideration of Change Order #1 for W. 5th Street Water Main Project.

Discussion and Consideration of a Resolution Accepting Public Improvements for W. 5th Street Water Main Project.

Discussion and Consideration of a Resolution Approving Contract for 28E Recycling Center.

Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 69 – S. Iowa Avenue/Sitler Drive - No Parking Zones.

Discussion and Consideration of First Reading of an Ordinance Establishing Grade Elevations for Sitler Drive.

Discussion and Consideration of the Third Reading of an Ordinance Amending Chapter 155 to Adopt 2015 International Codes.

DEPARTMENTAL REPORT

Police Department City Administrator City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor Brendan DeLong Steve Gault Kerry Janecek Jaron Rosien Kathryn Salazar Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 10-04-2016

After the call to order, Mayor Johnson administered the oath of office to Steven Gault who won the special election for the open seat in Ward 2

The Council of the City of Washington, Iowa, met in Regular Session in the council chambers 120 E. Main Street, at 6:00 P.M., Tuesday, October 4, 2016. Mayor Johnson in the chair. On roll call present: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Absent: none.

Motion by Salazar, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, October 4, 2016 be approved as proposed. Motion carried.

Consent:

- 1. Council Minutes 09-20-2016
- 2. Ahlers & Cooney, P.C., Professional Services, \$724.17
- 3. Veenstra & Kimm, Engineering Services, ACH Foam Detention Pond, \$514.00
- 4. Veenstra & Kimm, Engineering Services, Business Park Rise Improvements-Design Services, \$2,849.40
- 5. Veenstra & Kimm, Engineering Services, Business Park Rise Improvements-General Services, \$1,688.55
- 6. Washington County Auditor, Special Election Costs, \$674.04
- 7. IMWCA, Premium Installment #5, \$9,673.00
- 8. L.L. Pelling Co., 2016 Seal Coat Project, \$83,603.05
- 9. Kevin Olson, Professional Services, \$1,362.84
- 10. Bolton & Menk, Airport Parking Apron Project, \$5,931.00
- 11. Smokin Joe's Tobacco and Liquor Outlet #9, 304 W. Madison St., Class E Liquor License (LE), Class B Wine Permit, Class C Beer Permit (carryout beer), Sunday Sales (renewal)
- 12. Department Reports.

Consent - Other:

- 1. DeLong Construction, Business Park Water Main Project, \$3,000.94
- 2. DeLong Construction, Sitler Drive & S. Ave. H Projects, \$156,136.00

Motion by Salazar, seconded by Janecek, to approve the consent agenda. Motion carried.

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

Motion by Rosien, seconded by Janecek, to approve payment of the claims as presented. Motion carried.

Several members of the Domestic Violence Intervention Board were present to give council information about the percentage of domestic violence victims in Washington County and the kinds of help that is available to victims of abuse and that all services are free and confidential. Mayor Johnson read a proclamation proclaiming October, 2016, "Domestic Violence Awareness Month in Washington, Iowa".

Motion by Rosien, seconded by DeLong, to approve the Marion Avenue Baptist Church request to block off the South side of the Square parking and use Central Park for a celebration they are having on Sunday, October 16. Motion carried.

Motion by Rosien, seconded by Youngquist, to approve the Washington Chamber of Commerce request for Octoberfest activities on October 31. Motion carried.

Motion by Salazar, seconded by Rosien, to approve the Washington Music Boosters Haunted Walk request. Motion carried.

Debbie Stanton, Washington Public Library Director, gave the Library's Annual Report to Council.

Steve Donnolly gave council an update on nuisance abatement activities.

Dean Kurtz and members of the RAGBRAI Entertainment Committee came before council to thank them for their support and presented a framed picture of the Committee.

Discussion with Mark Spanner, from Loyal, LLC, and attorney, Richard Bordwell regarding a high water bill the company received for the trailer court. After investigation, a computer error was found. Staff was directed to work with Loyal, LLC and resolve the issue.

After discussion, motion by Janecek, seconded by Gault, to approve as part of the W. 3rd Street Storm Sewer Project the construction of approximately 95 feet of sidewalk along the Southside of W. 3rd Street to the St. James parking lot and replace an additional 160 feet of sidewalk that is in poor condition along W. 3rd Street not to exceed \$11,000. Motion carried.

Mayor Johnson announced that now is the time for the public hearing on a proposal to Vacate and Offer for Sale a Platted Portion of the 1500 Block of E. Madison Street.

No written or oral objections were received.

Motion by Salazar, seconded by Rosien, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by Rosien, seconded by DeLong, to approve the first reading of an Ordinance Vacating a Platted Street – 1500 Block of E. Madison Street. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by Rosien, seconded by Gault, to suspend the rules and approve the second and third readings and adopt the Ordinance. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. (Ordinance No. 1050)

Motion by Salazar, seconded by Youngquist, to approve the Resolution Selling an Interest in Real Property -1500 Block of E. Madison Street- and execute a quit claim deed. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. (Resolution No. 2016-092)

Motion by Rosien, seconded by Salazar, to approve the second reading of an Ordinance Amending Chapter 155 to Adopt the 2015 International Codes. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by Rosien, seconded by Janecek, to approve the Resolution Approving and Authorizing a Form of Interim Loan and Disbursement Agreement - \$507,000 Planning and Design Loan. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. (Resolution No. 2016-093)

Motion by Rosien, seconded by Youngquist, to approve the Resolution Approving the Final Plat and Dedication of Washington Business Park – Phase I. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. (Resolution No. 2016-094)

Motion by Rosien, seconded by Gault, to approve the Resolution Adopting Protective Covenants for the Washington Business Park as amended with lots 1-10. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. (Resolution No. 2016-095)

Motion by Rosien, seconded by Youngquist, to approve the Resolution Setting a Public Hearing for October 18 at 6:00 P.M. on a Purchase Agreement with Washington Economic Development Group (WEDG) for Washington Business Park Lot Sales. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. (Resolution No. 2016-096)

Motion by DeLong, seconded by Youngquist, to approve the first reading of an Ordinance Amending Chapter 69 – S. Iowa/Sitler Drive –No Parking Zones. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by DeLong, seconded by Gault, to approve the Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: none. Motion carried. Salazar abstained with conflict. (Resolution No. 2016-097)

Motion by DeLong, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, October 4, 2016 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

REPRINTED

Iowa City Landscaping & Garden Center

520 Hwy 1 West lowa City, IA 52246 (319) 337-8351 www.iowacitylandscaping.com

Bill To: Washington, City of Washington, City of City of Washington Washington, IA 52353 (319) 653-6584

tomer PO# Tree Committee

Name	Item Description	Disc %Type	Qty	Price	Ext PriceTax
e Pine #5	Pinus strobus		6	\$69.99	\$419.94 T
estead Horsechestnut 6' POT	Aesculus x 'Homestead'		1	\$149.00	\$149.00 T
rnut Hickory #5	Carya cordiformis		2	\$69.99	\$139.98 T
an #5	Carya illinoiensis		2	\$69.99	\$139.98 T
mond Linden 1.25" POT	Tilia americana 'Redmond'		1	\$149.00	\$149.00 T
r Birch #7 6'	Betula nigra		1	\$99.99	\$99.99 T
ceton Sentry Ginkgo 1" POT	Ginkgo biloba 'Princeton Sentry'		4	\$199.00	\$796.00 T
plesdon Sweetgum 6' POT	Liquidambar styraciflua 'Worplesdon'		2	\$129.00	\$258.00 T
umber Magnolia #10	Magnolia acuminata		1	\$149.00	\$149.00 T
vood #10	Ostrya virginiana		3	\$199.00	\$597.00 T
Fiesta Maple 1" POT	Acer saccharum 'Fall Fiesta'		3	\$199.00	\$597.00 T
Oak #7	Quercus macrocarpa		4	\$129.00	\$516.00 T
cypress 6' POT	Taxodium distichum		13	\$149.00	\$1,937.00 T
mp White Oak #7 6'	Quercus bicolor		2	\$149.00	\$298.00 T
en Giant Arborvitae #5	Thuja x 'Green Giant'		5	\$69.99	\$349.95 T
ine Honeylocust 1"	Gleditsia tricanthos 'Skyline'		1	\$169.00	\$169.00 T
fire Black Gum #5	Nyssa sylvatica 'Wildfire'		1	\$129.00	\$129.00 T
Oak #7 6'	Quercus rubra		4	\$129.00	\$516.00 T
wnee Brave Baldcypress #15	Taxodium distichum 'Shawnee Brave'		2	\$169.00	\$338.00 T
				C. det et els	Φ7 747 O4

Subtotal: \$7,747.84

25 % Disc: - \$1,936.96

Exempt 0 % Tax: + \$0.00

RECEIPT TOTAL: \$5,810.88

Account: \$5,810.88

Fotal Deposit Taken: \$0.00 alance Outstanding: \$1,936.96

Previous Account Balance: \$7.49

Account Balance: \$5,818.37

Total Sales Discounts: \$1,936

From Sales Order #460
Thanks for shopping with us!





414 South 17th Street, Suite 107 Ames, IA 50010 515-233-0000

> City of Washington PO Box 516

Washington, IA 52353

Brent Hinson

Invoice number

40529

Date

09/30/2016

Project 342415C Washington Well 6 Pump Replacement

Professional Services for the Period of 08/28/2016 to 09/30/2016

Lump Sum Phases						
Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design		28,324.00	95.00	22,659.20	26,907.80	4,248.60
Bidding		4,768.00	3.00	0.00	143.04	143.04
	Total	33,092.00	81.74	22,659.20	27,050.84	4,391.64

Invoice total \$4,391.64

Approved by:

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



414 South 17th Street, Suite 107 Ames, IA 50010 515-233-0000

> City of Washington PO Box 516

Washington, IA 52353

Brent Hinson

Lump Sum Phases

Invoice number

40527

Date

09/30/2016

Project 342416B Washington Well 7 Pump Replacement & Electrical Modifications

Professional Services for the Period of 08/28/2016 to 09/30/2016

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design		12,408.25	100.00	12,408.25	12,408.25	0.00
Bidding		2,912.00	100.00	2,912.00	2,912.00	0.00
	Total	15,320.25	100.00	15,320.25	15,320.25	0.00
Standard Hourly Rate Phases				100	_	Billed Amount
Construction Administration						
Professional Fees						993.25
Outside Services						1,470.00
			Phase subto	tal	_	2,463.25
					Invoice total	\$2.463.25

Approved by:

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



414 South 17th Street, Suite 107 Ames, IA 50010 515-233-0000

> City of Washington PO Box 516 Washington, IA 52353

Brent Hinson

Invoice number

40564

Date

09/30/2016

Project 204515A Washington Sanitary Sewer **Collection System Evaluation**

Professional Services for the Period of 08/28/2016 to 09/30/2016

Lump Sum Phases					***************************************
Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection & Kickoff Meeting	5,500.00	94.00	5,170.00	5,170.00	0.00
Southeast Drainage Basin Sanitary Sewer Mapping	12,500.00	100.00	12,500.00	12,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Modeling	12,000.00	95.00	10,800.00	11,400.00	600.00
Southeast Drainage Basin Rehabilitation Report	27,500.00	50.00	9,625.00	13,750.00	4,125.00
Total	57,500.00	74.47	38,095.00	42,820.00	4,725.00

Invoice total \$4,725.00

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

PAWS & More Animal Shelter

1004 1/2 West Madison Street Washington, IA 52353

Invoice

1000			
\Box	21	-	
$\boldsymbol{\mathcal{L}}$	a	.C	

7/12/2016

Invoice #

47

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

Terms

DUE UPON RE...

Description	Quantity	Rate	Amount
Animal Services- April - June 2016		4,000.00	4,000.00
	-		
•			
e e			
	Tot	al	\$4,000.00

PAWS & More Animal Shelter

1004 1/2 West Madison Street Washington, IA 52353

Invoice

-	70	
\Box	ata	
\cup	ate	

10/11/2016

Invoice #

47

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

Terms DUE UPON RE...

Description	Quantity	Rate	Amount
Animal Services- July - September 2016 Animal Services - Dog pound dogs taken in leu of euthanasia - May 2015 thru September 2016	63	4,250.00 46.65	4,250.00 2,938.95
	Tot	tal	\$7,188.95

Unit Price Contract		Con	tracto	Contractor's Application for Payment No.	Payment	No. 4
Project:	West 5th Street Water Main	From (Contractor):	ctor):	Dave Schmitt Construction Company, Inc.	Application Date:	/2016
To (Owner):	City of Washington, Iowa	Owner's Project No.:	ect No.:		Period From:	6/7/2016
Via (Engineer):	FOX Engineering	Engineer's Prof. No.:		3424-15A	Period To:	10/12/2016
						0707/24/04
Approved Change Order Summary:	Order Summary:		1. ORIGINAL	ORIGINAL CONTRACT PRICE	•	940
No. Date Approved	Additions	Deductions	2. Net change	Net change by Change Orders		-10 103 01
1 10/18/2016		-\$19,193.01	3. Current Co	Current Contract Price (Line 1 + 2)		70.700 000
			4. TOTAL COI	TOTAL COMPLETED AND STORED TO DATE		7007007
			(Column F	(Column F on Progress Estimate)		198.981.99
			5. RETAINAGE:	ů		
			a. 5%	× \$198,981.99	Work Completed	9.949.10
			ģ	1		2400000
			ů	c. Less Total Retainage Released Early		
				d. Total Retainage (Line 5a + Line 5b - Line 5c)		0 040 10
			6. AMOUNT E	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	+ +	סמ כבת מאו
			7. LESS PREV	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	ation).	185 090 90
			B. AMOUNT D	AMOUNT DIJE THIS APPLICATION		Connector
TOTALS		-\$19,193.01	9. BALANCE T	Щ	***************************************	2,052,00
NET	NET CHANGE BY CHANGE ORDERS	-\$19,193.01	(Column G	(Column G on Progress Estimate + Line 5 above)	*	0 0 0 0
	•					Orientale
Contractor's Certification The undersigned Contract	ontractor's Certification The undersigned Contractor certifies that to the best of its knowledge: (1)	st of its knowledge: (1)	Payment of:	2,6	2,052,00	
done under the Con	all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge	er on account of Work ount to discharge		(Line 8 pr other -	explanation of the othe	r amount)
covered by prior Api	covered by prior Applications for Payment; (2) title of all Work, materials	ection with Work e of all Work, materials				' '
by this Application for	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	vise listed in or covered at time of payment free	is recommended by:	led by:		71/21/07
and clear of all Liens are covered by a Bo	and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner analyses	brances (except such as		(Engineer)		(Date)
any such Liens, seca covered by this Appl	any such Liens, security interest or encumbrances); and (3) all work covered by this Application for Payment is in accordance with the Contract	; and (3) all Work dance with the Contract	Payment of:	2,0	2,052,00	
Documents and is not defective.	ot defective.		7.000	(Line 8 or other - attach explanation of the other amount)	explanation of the other	Tamount)
By: Ban H	John John Co	Date:	is approved by:			
			-	(Owner)		(Date)
		Endorsed by the	e Construction Sp	Endorsed by the Construction Specifications Institute.		

October 7, 2016

City of Washington City Clerks Office Washington, Iowa 5235

Re: Sludge pumping at wastewater treatment plant

lowa Grow, Inc. of Kalona, Iowa will provide machinery, labor and fuel for pumping sludge storage tank and approximately 1.5 million gallons of sludge. Sludge will be applied according to IDNR rules and monitored by waste water facility.

Price for pumping and application: Three cents per gallon with gallons tallied by city flow meter.

Respectfully submitted,

Gilbert Troyer, President Iowa Grow, Inc. 831 14th Street Kalona, IA 52247 319-936-2812

Signed by Gilbert Troyer

Date

Applicant

License Application (BW0093322

Name of Applicant:

hua mei

Name of Business (DBA): panda palace chinese restaurant

Address of Premises: 100 w main st

City Washington

County: Washington

Zip: <u>52353</u>

Business

(319) 653-6888

Mailing

100 w main st

City Washington

State IA

Zip: <u>52353</u>

Contact Person

Name hua mei

Phone: (626) 905-7280

Email

shuaige19@yahoo.com

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: <u>11/15/2016</u>

Expiration Date: <u>11/14/2017</u>

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

Status of Business

BusinessType:

Sole Proprietorship

Corporate ID Number:

Federal Employer ID Applied For

Ownership

HUA mei

First Name:

Position:

<u>HUA</u>

Last Name:

State:

mei

Iowa

Zip: <u>52353</u>

City:

Washington

Owner

% of Ownership: <u>100.00%</u>

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: West Bend Mutual Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Maintenance and Construction Report

9/24/16-10/7/16

STREETS: M/C Personnel finished trimming trees in City streets & alleys. Personnel pothole patched and consumed some shoulder work. Street sweeper was repaired and back sweeping the streets as well as picking up chips on seal coat streets from this year's project.

WATER DISTRIBUTION: M/C Personnel repaired the 10th water main break of the year, located at 810 North Iowa Ave 4 inch CIP and crews installed a 6 ft pc of PVC with two repair sleeves. Personnel had 10 water disconnects this past month.

SEWER COLLECTION: M/C Personnel flushed terminal manholes and trouble spots, as well as jetting a couple areas needed using 122,800 gallons of water.

STORM SEWER COLLECTION: M/C Personnel began work on West 3rd St storm project.

MECHANIC/SHOP: M/C Personnel serviced 301 (hydraulic hose), 005 (front license plate holder), PD 97 (serviced & rotate tires), 105 (serviced), sewer jet (hydraulic line), FD #2 (air leak), 117 (began engine dialysis), 303 (serviced and installed leveling kit) and 111 (king pin repair).

OTHER: M/C Personnel repaired a few signs that were hit resulting in damaged sign posts. Personnel responded to 74 One Call Locates. Numerous loads of sand and rock were hauled back to the material storage building. Yard waste and brush pick up continued on a weekly basis.

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.

WWTP report October 18, 2016 Council meeting

- After hour alarm and dog call outs 3rd called out to unlock the City tow lot gate for the Police (Brian V), 7:31 p.m., Fred 5th JJ called out Parker to check out what Delong hit while digging at S Iowa & Sitler Dr, 5p.m. 6th WWTP & Lexington lift station alarms, generators running, 9:22 p.m. Fred
- **Dept Head meetings** I attended the meeting on the 4th.
- Saturday mornings We will be open on Saturday mornings from 7:00 a.m. to 10:00 a.m. on the following dates: October 22nd & 29th /November 5th, 12th, & 19th so Washington residents can bring out their yard waste and tree trimmings.
- Parker He has completed the thirty (30) hour basic waste water training class. He has been approved to take the State of Iowa grade I waste water exam. He plans to take the exam soon.
- Treated bio-solids sample All test results are back. The results are under the parameters
 outlined in the IDNR 503 regs so we can go ahead with the annual land application project.
- **Bio-solids land application project** On September 14, 2016, I sent out cost estimate letters to four (4) area manure contractors. I asked to have the letters returned by 4:00 p.m. Oct 7, 2016. We only received one (1) letter back from Iowa Grow, Inc. (IGI). IGI submitted the lone bid of three (3) cents per gallon for land applying the bio-solids. I'm estimating between one point two million (1,200,000) to one point five million (1,500,000) will be available to be land applied. We won't know the exact number of gallons until the project is finished. Money was included in this year's budget for this project.
- National Weather Service (NWS) Staff from the Quad Cities NWS office were at the WWTP on October 13, 2016 to service their and winterize equipment.
- WWTP generator A service tech from the 3E Company is expected to be at the WWTP on October 18, 2016 to perform the bi-annual preventative maintenance contract work.
- WWTP September 2016 Discharge Monitoring Report (DMR) Average daily flow 1.410 million gallons (mg), maximum daily flow 2.082 mg, minimum daily flow 0.988 mg. There were no violations of the WWTP's NPDES discharge permit. Total precipitation for September 2016 = >1.61" (recorded at the WWTP).

CBOD5 removal 85% required result = 99.5%Influent CBOD5 monthly average = 95.9 mg/L 95.9 mg/L 95.9 mg/L

TSS removal 85% required result = 97.9%Influent TSS monthly average = 153.5 mg/LEffluent TSS monthly average = 3.3 mg/L

- SCADA control nuisance alarms We had been getting a lot of nuisance alarms on the SCADA computer controls that operate the WWTP. Dustin from JETCO made some changes in the programming this week. The changes Dustin made have eliminated the alarms for now.
- City farm Nick Shelman and crew got the corn harvested from the City farm on October 10th.

- **Dog bite case** I transported the two (2) pitbulls to the pound after the bite occurred on the 11th. Thanks to Greg G for helping with getting them in the pens at the pound.
- SASSO safety meeting Parker attended the safety meeting in Mount Pleasant on the 13th. The topics were confined space entry and lock out/tag out.
- Grease problems at the WWTP On October 5th after the M/C Dept was flushing/jetting trouble spots in the sanitary sewer collection system a lot of hard grease chunks entered the WWTP. This caused the stair screen to plug up until we could get some of it removed from the influent channel by hand. We shut the raw waste water pumps off so the grease wouldn't be pumped into the SBR tanks. After the pumps were turned off we diverted the greasy water to the West EQ. After a couple hours things returned to normal.

Fred E. Doggett 10/14/2016 9:22 AM

CLAIMS REPORT OCTOBER 18, 2016

POLICE	ARNOLD MOTOR SUPPLY ALLIANT ENERGY CLERK OF COURT COBB OIL CO, INC. EMBROIDERY BARN GALLS LLC GREINER DISCOUNT TIRES IGRAPHIX, INC JOHNSON, BRETT KCTC MEDIACOM SUNSET LAW ENFORCEMENT VERIZON WIRELESS WASH CO AUDITOR WINDSTREAM IOWA COMMUNICATIONS	PART ALLIANT ENERGY CIVIL INFRACTION - POTTER FUEL PATCHES SHIRTS TIRES SHIPPING MEALS & MILEAGE REIMB INTERNET SERVICE FINAL BILLING FOR SERVICE SUPPLIES CELLULAR SERVICE OCTOBER COMMUNICATIONS SERVICE TOTAL	27.11 336.59 85.00 2,658.67 18.00 153.48 543.60 16.58 196.41 95.00 137.45 517.75 1,284.29 20,682.58 382.01 27,134.52
FIRE	ALLIANT ENERGY GLANDON'S WESTSIDE SERVICE KELTEK O'REILLY AUTOMOTIVE INC VERIZON WIRELESS VISA WIDE, TOM	ALLIANT ENERGY GAS FOR ENGINE #1 SUPPLIES PARTS CELLULAR SERVICE MTG, LODGING, RECERT, GAS REIMB FOR SUPPLIES TOTAL	673.19 10.00 328.32 19.98 144.71 917.33 8.97 2,102.50
DEVELOP SERV	ACE-N-MORE COBB OIL CO, INC. SITLER'S SUPPLIES INC. VERIZON WIRELESS VISA WHOLESALE FIRE EQUIPMENT WORLDPOINT	SUPPLIES FUEL CIRCUITS CELLULAR SERVICE MTG, LODGING, RECERT, GAS FLAGS SAFETY EQUIPMENT TOTAL	39.99 65.54 16.20 254.88 365.00 78.22 602.42 1,422.25
LIBRARY	ALLIANT ENERGY AAA MECHANICAL CONTRACTORS INC BAKER & TAYLOR CINTAS CORP LOC. 342 KCTC MEDIACOM OFFICE EXPRESS PIZZA HUT STAPLES ADVANTAGE WASH CHAMBER OF COMMERCE	ALLIANT ENERGY HVAC MAINTENANCE BOOKS RUG & TOWEL SERVICE LIBRARY- ELEVATOR SERVICE SERVICE CLEANING SUPPLIES SUPPLIES PAPER CHAMBER AD TOTAL	1,978.79 4,356.05 891.88 52.15 66.74 305.87 65.98 58.20 155.12 25.00 7,955.78
PARKS	ACE-N-MORE ALLIANT ENERGY ARNOLD MOTOR SUPPLY BLUE MOON SATELLITES, LLC COBB OIL CO, INC. MORNING SUN FARM O'REILLY AUTOMOTIVE INC VISA WASH CO EXTENSION OFFICE WASHINGTON RENTAL WINDSTREAM IOWA COMMUNICATIONS	SUPPLIES ALLIANT ENERGY ANTI FREEZE/OIL PORTABLE TOILET SRV-SOCCER FUEL KUBOTA REPAIR PARTS LAPTOP, SOCCER FIELD GOALS TURFGRASS APPLICATION REGI AERATOR RENTAL SERVICE	137.17 1,552.02 65.76 108.75 744.80 142.34 4.29 619.86 35.00 175.00

		TOTAL	3,690.80
POOL	ACCO ACE-N-MORE BRENNEMAN BUILDERS BROWN SUPPLY CO	POOL REPAIR SUPPLIES BATH HOUSE ROOF REPLACEMEN POOL MAIN VALVE TOTAL	66.48 107.76 9,470.00 160.35 9,804.59
CEMETERY	ACE-N-MORE ALLIANT ENERGY CERTIFIED LABORATORIES PATS SALES AND SERVICE VISA WINDSTREAM IOWA COMMUNICATIONS	SUPPLIES ALLIANT ENERGY CHEMICALS WHEEL MOTORS PARTS AND TRIMMER STRING SERVICE TOTAL	308.03 118.69 221.00 1,474.50 215.81 135.16 2,473.19
FINAN ADMIN	ALLIANT ENERGY BAKER PAPER CO. CINTAS CORP LOC. 342 IMPRESSIONS COMPUTERS, INC KCTC MEDIACOM PIP PRINTING SCHUMACHER SITLER'S SUPPLIES INC. VERIZON WIRELESS VISA WASH COUNTY MINIBUS WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY COPY PAPER RUG & TOWEL SERVICE COMPUTER SRV INTERNET SERVICE FINAL BILLING SERVICE NEWSLETTER & POSTAGE QUARTERLY ELEV SERV CIRCUITS CELLULAR SERVICE MTG, LODGING, RECERT, GAS OCTOBER- LOST SERVICE TOTAL	1,235.95 29.85 138.68 206.25 94.99 137.45 1,265.04 386.19 540.00 134.09 333.76 16,473.96 1,213.92 22,190.13
AIRPORT	ACE-N-MORE HARRIS BOYZ HEATING & AIR LLC VERIZON WIRELESS VISA WINDSTREAM IOWA COMMUNICATIONS	SUPPLIES AIR-SERVICE CALL CELLULAR SERVICE SUPPLIES SERVICE TOTAL	27.82 174.00 28.03 28.58 177.95 436.38
ROAD USE	ACE-N-MORE ARNOLD MOTOR SUPPLY BARRON MOTOR SUPPLY CENTRAL IOWA DISTRIBUTING CHEMSEARCH COBB OIL CO, INC. IDEAL READY MIX IOWA PRISON INDUSTRIES L L PELLING CO MOORE'S BP AMOCO INC	SUPPLIES PARTS SHOP TOOL BOX SUPPLIES CHEMICALS FUEL SIDEWALKS SIGNS PRE-MIX TOWING SWEEPER TOTAL	141.73 127.02 285.19 485.20 712.59 1,038.01 358.50 766.00 947.75 219.42 5,081.41
STREET LIGHTING	ALLIANT ENERGY MARIE ELECTRIC INC.	ALLIANT ENERGY STREET LIGHT REPAIR TOTAL	10,020.74 45.05 10,065.79
CAPITAL PROJECTS	ACE-N-MORE ALLIANT ENERGY	SUPPLIES/KEYS FOR LOT LOCKS WASH BIZ PARK ELECTRIC CON TOTAL	61.79 95,525.42 95,587.21

SIDEWALK REPAIR&REPLACE	PHILLIPS, TERRY	SIDEWALK REIMB TOTAL	1,001.44 1,001.44
TREE REMOVAL	STOUTNER PROPERTY MAINTENANCE	TREE REMOVAL TOTAL	750.00 750.00
LIBRARY GIFT	FAREWAY STORES BAKER & TAYLOR	PROGRAMMING (TAB) BOOKS TOTAL	13.48 140.13 153.61
WATER PLANT	ACE-N-MORE ALLIANT ENERGY COBB OIL CO, INC. IA DEPT OF NATURAL RESOURCES JENNINGS, ELAINE MUNICIPAL SUPPLY INC PINNACLE ENGINEERING VAN METER INDUSTRIAL INC VERIZON WIRELESS WINDSTREAM IOWA COMMUNICATIONS	SUPPLIES ALLIANT ENERGY FUEL WATER USE FEE MILEAGE REIMB RESETTER 13 SLOT RACK/SUPPORT MODULE CELLULAR SERVICE SERVICE	26.38 23,769.34 104.79 66.00 12.96 251.90 2,904.62 457.00 52.05 55.26 27,700.30
WATER DISTRIBUTION	ALLIANT ENERGY ARNOLD MOTOR SUPPLY CERTIFIED LABORATORIES COBB OIL CO, INC. UTILITY EQUIPMENT CO VERIZON WIRELESS WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY SUPPLIES CHEMICALS FUEL COMPRESSION COUPLING CELLULAR SERVICE SERVICE TOTAL	44.33 12.87 618.74 993.29 158.42 94.74 90.94 2,013.33
SEWER PLANT	ALLIANT ENERGY CINTAS FIRST AID & SAFETY COBB OIL CO, INC. IOWA PUMP WORKS INC JOHN DEERE FINANCIAL STATE HYGIENIC LAB TESTAMERICA LABORATORIES INC USA BLUEBOOK VERIZON WIRELESS WASHINGTON LUMBER WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY 1ST AIDE SUPPLIES FUEL PUMP SRVS AGREEMENT/E EQ PUMP REBUILD DRILL BIT/PARTS BIO-SOLIDS BIO-SOLID TESTING FEES TESTING SUPPLIES CELLULAR SERVICE SCREWS SERVICE TOTAL	447.37 93.96 191.83 6,131.26 48.46 108.00 258.09 170.91 183.28 29.97 249.76 7,912.89
SEWER COLLECTION	ALLIANT ENERGY ARNOLD MOTOR SUPPLY BAKER PAPER CO. BARRON MOTOR SUPPLY COBB OIL CO, INC. HIWAY SERVICE CENTER IDEAL READY MIX KELTEK SEMCO SANITARY LANDFILL VERIZON WIRELESS WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY HOSE/PARTS COPY PAPER PARTS FUEL PARTS S IOWA SEWER HIT SUPPLIES CONST & DEMO MATERIAL CELLULAR SERVICE SERVICE TOTAL	786.06 637.89 26.85 255.65 1,093.64 496.55 776.00 47.88 53.00 124.10 90.94 4,388.56

ANIMAL CONTROL	JOHN DEERE FINANCIAL WASH CO HOSPITAL	KENNEL GATE RABIES VACCINATION- TURNER TOTAL	84.99 2,467.50 2,552.49
SANITIATION	RECYCLING SERVICES AGENCY	RECYCLING CENTER EXTRA PMT/OCT RECYLING TOTAL	4,018.71 4,018.71

TOTAL

238,435.88

	135.00 80.00 150.00	365.00	178.09 37.72	215.81	28.58	28.58		
	CTOR RENEWAL CERT							
	VATIONAL CODES MERCIAL BUILDING INSPE		AT - TRIMMER PARTS		1			
/18/2016	DEVELOP SERV INT'L CODE COUNCIL-INTERNATIONAL CODES INT'L CODE COUNCIL - COMMERCIAL BUILDING INSPECTOR RENEWAL CERT IAPMO - MEMBERSHIP RENEWAL		CEMETERY GREENLINE & BYRON PLANTAT - TRIMMER PARTS PARTSTREE.COM - PARTS	AIRPORT	HYVEE - POP AND WATER			
CLAIMS REPORT 10/18/2016	917.33	917.33	333.76 G	333.76	499.98 H 29.97 29.97	29.97	[-	
OI		П	AGE OF CITIES CON	П		Ц	П	П
	DPER SYSTEM		FINAN ADMIN MARRIOT - DES MOINES - HOTEL ROOM FOR MAYOR JOHNSON - LEAGE OF CITIES CON	¥	TECHNOLOGY SERVICES OF IOWA - LAPTOP COMPUTER REPAIR AMAZON - SOĆCER FIELD GOALS AMAZON - SOCCER FIELD GOALS AMAZON - SOCCER FIELD GOALS			
CITY OF WASHINGTON, IA VISA Card Charges - 2016	FIRE GETZ FIRE EQUIPMENT - 50# VACU FILL HOPPER SYSTEM		OINES - HOTEL ROOM FG		RVICES OF IOWA - LAP' ER FIELD GOALS ER FIELD GOALS	ER FIELD GOALS		
CITY OF WA VISA Card C	FIRE GETZ FIRE EQUIPA		FINAN ADMIN MARRIOT - DES M	PARK	AMAZON - SOCCER FIELD GOALS AMAZON - SOCCER FIELD GOALS AMAZON - SOCCER FIELD GOALS	AMAZON - SOCCER FIELD GOALS		

VISA CHARGES 2016.xlsx

CITY OF WASHINGTON, IOWA MONTH TO DATE TREASURERS REPORT SEPTEMBER 30, 2016

	9/1/2016		14			9/30/2016
	BEGINNING	M-T-D	REVENUES NOT	M-T-D	EXPENSES NOT	ENDING CASH
FUND	CASH BALANCE	REVENUES	YET RECEIVED	EXPENDITURES	YET EXPENDED	BALANCE
001-GENERAL FUND	435,223.12	277,799.61		266 104 41		446 010 22
002-AIRPORT FUND	262,877.97	19,005.81	1.	266,104.41	-	446,918.32
010-CHAMBER REIMBURSEMENT	(84.80)	4,938.24	-	42,454.77 444.16	175	239,429.01
011-MAIN STREET REIMBURSMENT	(156.35)	3,968.56	2.0	3,586.58	-	4,409.28
012-WEDG REIMBURSEMENT	(1,714.60)	6,491.09	-	55-04 5-05-04-05-04-04-04-04-04-04-04-04-04-04-04-04-04-	7-	225.63
110-ROAD USE	808,823.69	99,695.52		5,962.16	1.7	(1,185.67
112-EMPLOYEE BENEFITS	000,023.09		·-	83,944.52	(-	824,574.69
114-EMF LOTEE BENEFITS 114-EMERGENCY LEVY	**	51,028.97	-	51,028.97	-	-
121-LOCAL OPTION SALES TAX	15	4,546.96		4,546.96	18	*
125-URBAN RENEWAL AREA #1	2. -	65,895.86	-	65,895.86	-	
	2.00	2,295.34	-	•	1151	2,295.34
129-URBAN RENEWAL AREA #3C	2.60	824.76	-	-	5=6	827.36
134-URBAN RENEWAL AREA #7	629.22	2,773.97	12	0	-	3,403.19
145-HOUSING REHABILITATION	50,519.80	-	S.T.	4,450.00	-	46,069.80
146-LMI TIF SET-ASIDE	56,983.87	- 1	-	v ·	-	56,983.87
200-DEBT SERVICE	12,412.29	67,113.21	-	-	-	79,525.50
300-CAPITAL EQUIPMENT	262,405.65			113,960.00	1.0	148,445.65
301-CAPITAL PROJECTS FUND	276,520.10	945,968.82	-	628,541.20		593,947.72
305-RIVERBOAT FOUND CAP PROJ	94,827.75	108,510.19	-	110,000.00	0 <u>#</u> 3	93,337.94
308-INDUSTRIAL DEVELOPMENT	468,771.19	50,248.98	(m)	501,419.00	13 4	17,601.17
309-MUNICIPAL BUILDING	622,653.76	6.90	92	-	-	622,660.66
310-WELLNESS PARK	25,569.41			100	-	25,569.41
311-SIDEWALK REPAIR & REPLACE	56,207.51	-	-	4,205.16	84	52,002.35
312-TREE REMOVAL & REPLACE	15,000.00	12	-	4,375.00	-	10,625.00
510-MUNICIPAL BAND	1,018.70		-			1,018.70
520-DOG PARK	4,524.76	-	-	_		4,524.76
530-TREE COMMITTEE	6,874.58	6,000.00	-	-	-	12,874.58
540-POLICE FORFEITURE	486.75	-			-	486.75
545-SAFETY FUND	700.00	-	0.0	-	(2)	700.00
550-PARK GIFT	147,811.39	1.28		-	-	147,812.67
570-LIBRARY GIFT	26,347.96	292.19	-	280.25	624	26,359.90
580-CEMETERY GIFT	43,517.06	0.2		25,163.06	, <u>a</u>	18,354.00
590-CABLE COMMISSION	8,761.14	-	-		1187	8,761.14
600-WATER UTILITY	1,156,337.80	152,802.82	-	186,466.06	, <u>-</u>	1,122,674.56
601-WATER DEPOSIT FUND	19,615.00	2,250.00		1,725.00	_	20,140.00
603-WATER CAPITAL PROJECTS	16,383.00	148,804.63	150 120	149,476.63	· ·	15,711.00
610-SANITARY SEWER	823,296.83	178,745.71		81,317.64	<u>=</u>	920,724.90
613-SEWER CAPITAL PROJECTS	105,348.45	170,743.71	-	12,430.10	<u> </u>	920,724.90
670-SANITATION	121,925.25	32,652.31	(j. d .)	31,085.90	-	
910-LIBRARY TRUST	218,728.28	21.63	6. =	31,083.90		123,491.66
950-SELF INSURANCE	10-2111/0-2011-0-2111-0-2111-0-2111-0-2111-0-2111-0-2111-0-2111-0-2111-0-2111-0-2111-0-2111-0-2111-0-2111-0-211		8 5	2 704 62	0.53	218,749.91
951-UNEMPLOYMENT SELF INS	161,790.02	5,130.25		2,784.03		164,136.24
TOTAL BALANCE	366.09	1,474.74		2 201 (47 42		1,840.83
TOTAL DALANCE	6,311,305.24	2,239,288.35		2,381,647.42		6,168,946.17

Cash in Bank - Pooled Cash			Interest Rate
Wash St. Bank - Operating Account	695,684.20	(1)	0.01%
Wash St. Bank - Airport Fuel Account	1.03		
Cash in Drawer	350.00		N/A
Wash St Bank - MM	257,078.63		0.01%
Investment in IPAIT	987,999.69		0.01%
Wash St Bank - Library Acct	167,765.00		0.01%
Wash St - Farm Mgmt Acct	55,700.40		
Wast St Bank - CD - 1/9/13 - renewed	500,000.00		0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00		0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00		0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00		0.85%
CBI Bank & Trust - CD - 10/8/2015	502,326.34		0.62%
CBI Bank & Trust - CD - 2/19/2016	502,040.88		0.82%
IPAIT CD - 3/9/2016	500,000.00		1.00%
IPAIT CD - 6/7/2016	500,000.00		0.82%
TOTAL CASH IN BANK	6,168,946.17	-	
(1) Washington State Bank	859,682.53		
Outstanding Deposits & Checks	(163,998.33))	
	695,684.20	_	

CITY OF WASHINGTON, IOWA YEAR TO DATE TREASURERS REPORT SEPTEMBER 30, 2016

		SEPTEMBE	CR 30, 2016			
	7/1/2016					9/30/2016
	BEGINNING	Y-T-D	REVENUES NOT	Y-T-D	EXPENSES NOT	ENDING CASH
FUND	CASH BALANCE	REVENUES	YET RECEIVED	EXPENDITURES	YET EXPENDED	BALANCE
001-GENERAL FUND	1,000,000.00	498,584.49		1,051,666.17		446 019 22
002-AIRPORT FUND		120000	-			446,918.32
	225,517.92	137,004.81		123,093.72	()	239,429.01
010-CHAMBER REIMBURSEMEN	1,054.05	14,814.72	-	11,459.49	-	4,409.28
011-MAIN STREET REIMBURSM	632.45	11,905.68		12,312.50	-	225.63
012-WEDG REIMBURSEMENT	-	19,473.27	-	20,658.94		(1,185.67)
110-ROAD USE	810,566.76	267,728.63	-	253,720.70	-	824,574.69
112-EMPLOYEE BENEFITS	5	59,902.10		59,902.10		-
114-EMERGENCY LEVY	-	5,336.12	-	5,336.12	1 -	-
121-LOCAL OPTION SALES TAX	=	200,353.68	=======================================	200,353.68	2	=
125-URBAN RENEWAL AREA #1	-	2,295.34				2,295.34
129-URBAN RENEWAL AREA #3(western work	827.36	田 田	-	(=)	827.36
134-URBAN RENEWAL AREA #7	629.22	2,773.97		-	-	3,403.19
145-HOUSING REHABILITATION	51,031.80	100	=	4,962.00	-	46,069.80
146-LMI TIF SET-ASIDE	56,983.87	(4)	#	-	12	56,983.87
200-DEBT SERVICE	4,963.94	93,651.95	H	19,090.39	-	79,525.50
300-CAPITAL EQUIPMENT	291,396.04	-		142,950.39	-	148,445.65
301-CAPITAL PROJECTS FUND	718,877.81	1,159,442.89	2	1,284,372.98	_	593,947.72
305-RIVERBOAT FOUND CAP PR	94,827.75	108,510.19		110,000.00	· =	93,337.94
308-INDUSTRIAL DEVELOPMEN	478,750.29	50,263.88	2	511,413.00	(-	17,601.17
309-MUNICIPAL BUILDING	626,831.76	6.90	2. <u>-</u>	4,178.00	-	622,660.66
310-WELLNESS PARK	25,569.41	8 5	=	-	381	25,569.41
311-SIDEWALK REPAIR & REPL	63,332.31	5±	9	11,329.96	12	52,002.35
312-TREE REMOVAL & REPLAC	15,000.00	-	2	4,375.00	-	10,625.00
510-MUNICIPAL BAND	1,018.70		-		3.4	1,018.70
520-DOG PARK	4,420.76	104.00	€	14	-	4,524.76
530-TREE COMMITTEE	7,458.99	6,000.00	-	584.41	-	12,874.58
540-POLICE FORFEITURE	486.75	-		-	84	486.75
545-SAFETY FUND	700.00	_	2	-		700.00
550-PARK GIFT	149,393.47	3.24	-	1,584.04		147,812.67
570-LIBRARY GIFT	26,542.94	823.18		1,006.22	12	26,359.90
580-CEMETERY GIFT	43,572.06	-	_	25,218.06		18,354.00
590-CABLE COMMISSION	8,761.14	-	_	20,210.00		8,761.14
600-WATER UTILITY	1,142,357.16	458,302.93		477,985.53	10 <u>0</u> 0	1,122,674.56
601-WATER DEPOSIT FUND	20,740.00	3,900.00		4,500.00	157	20,140.00
603-WATER CAPITAL PROJECTS	20,770.00	419,593.02		403,882.02	3. 5 .	15,711.00
610-SANITARY SEWER	680,392.61	536,436.73	-	296,104.44	-	
613-SEWER CAPITAL PROJECTS	207,445.04				3 0	920,724.90
670-SANITATION	126,556.87	02 592 49	-	114,526.69) -	92,918.35
910-LIBRARY TRUST		92,583.48	~	95,648.69	-	123,491.66
	218,673.55	76.36		10 227 22		218,749.91
950-SELF INSURANCE	175,016.97	7,446.59		18,327.32	-	164,136.24
951-UNEMPLOYMENT SELF INS	109.67	1,731.16		F 200 542 54	-	1,840.83
TOTAL BALANCE	7,279,612.06	4,159,876.67		5,270,542.56	-	6,168,946.17

4.20 (1) 0.01% 1.03 0.00 N/A
0.00 N/A
7.75
8.63 0.01%
9.69 0.01%
5.00 0.01%
0.40
0.00 0.75%
0.00
0.00 0.70%
0.00 0.85%
6.34 0.62%
0.88
0.00 1.00%
0.00 0.82%
6.17
32.53
2.50
(8.33)
֡

CITY OF WASHINGTON, IOWA WASHINGTON, IOWA WELL 6 IMPROVEMENTS

NOTICE OF PUBLIC HEARING AND INVITATION TO BID

Notice is hereby given that the City Council of the City of Washington, Iowa, will meet at the Council Chambers in the old public library at 120 East Main Street, Washington, Iowa, at 6:00 p.m. on October 18, 2016 at which time and place the City Council will hear objections to the proposed plans, specifications, form of contract, and estimated cost for the Well 6 Improvements project.

Sealed Bids for the construction of the Well 6 Improvements will be received, by City of Washington, Iowa, at the office of the City Clerk at City Hall, 215 East Washington Street, Washington, Iowa, until 2 pm local time on November 9, 2016, at which time bids will be publicly opened and read aloud at City Hall. All bids received after the deadline for submission of bids as stated herein shall not be considered and shall be return to the late bidder unopened. Contractor assumes all risk associated with delivery of his or her bid to the office of the city clerk prior to the specified time deadline.

The Project consists of removal of existing pump equipment and abandoned pump equipment in Well 6, re-casing Well 6, test pumping the well, installing a new submersible well pump with all accessories, electrical equipment, instrumentation, and other improvements and making the well ready for service, as indicated on the Drawings and in the Specifications.

All bids shall be submitted to the City Clerk of Washington, Iowa on or before the time set herein for the bid opening. Bids shall be made on the Proposal Form furnished by the City of Washington, in a sealed envelope labeled or marked as required by the Instructions to Bidders.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form. Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an lowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in lowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Washington, lowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Washington, lowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Washington, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

The City of Washington reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) days after receipt of bids, and no bid may be withdrawn during this period.

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed." The work shall be substantially completed by April 1, 2017, and completed and ready for final payment by May 1, 2017, subject to any changes granted by the Owner.

lowa law provides that on public improvements a resident bidder shall be allowed preference as against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state

or foreign country. The preference so allowed shall be equivalent to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

Each bidder shall accompany its bid with bid security as defined in Code of Iowa Section 26.8. Each successful bidder shall be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of its contract price. Said bond to 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 therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement in good repair for a period of two (2) years from and after the completion and acceptance by the City Council. Out-of-state bidders shall be prepared to submit an Out-of-State Contractor Bond to the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa.

The Issuing Office for the Bidding Documents is: FOX Engineering, 414 South 17th Street, Ames, Iowa 50010, and the contact person is Rob Baker, P.E., rib@foxeng.com, (515) 233-0000. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8 am to 5 pm, Iocal time, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Bidding Documents also may be examined at the office of the City Clerk, City Hall, 215 East Washington Street, Washington, Iowa, on Mondays through Fridays between the hours of 8 am to 5 pm or online using the bid document service by QuestCDN.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of \$50 for each set. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after the Award of Contract will receive a full refund. Checks for Bidding Documents shall be payable to FOX Engineering. Upon receipt of the bidding document deposit indicated, the Issuing Office will transmit the Bidding Documents by hand or via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bidding Documents may be accessed online by registering online with QuestCDN at www.questcdn.com. Following registration, complete sets of Bidding Documents may be downloaded from the website as portable document format (PDF) files. Bidders must input the Quest project cost number 4680301 on the website's search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and printing digital project information. Website registration is necessary to ensure that prospective bidders are placed on the plan holders list and remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from www.questcdn.com, then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

Owner: City of Washington, Iowa

By: Illa Earnest Title: City Clerk

Date: October 12, 2016

RESOLUTION NO.

A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR WELL 6 IMPROVEMENTS PROJECT

WHEREAS, FOX Engineering Associates has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as "Well 6 Improvements Project"; and

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

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

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

PASSED AND APPROVED, this 18th day of October, 2016.

	Sandra Johnson, Mayor
TEST:	
TEST:	

Brent Hinson

From:

Rob Baker

Sent:

Tuesday, September 13, 2016 2:05 PM

To:

Cc:

Taylor Hopper; Brian Riesberg; Steve Trover; cmccleary

Subject:

Re: Well 6 Design, Bidding, and Construction Schedule

Brent,

Glad you mentioned it, I have revised to include notice of public hearing and the public hearing date.

Sept 16: Submit 100% Drawings/Specs to City for Review, and Permit Schedule A for City signature

Sept 21: Submit 100% Drawings/Specs to DNR with Construction Permit Application

Oct 12: Publish Notice to Bidders and Notice of Public Hearing of Plans/Specs (we can make this a joint notice, or issue separately). Make Bid docs available to potential bidders in Plan Rooms.

Oct 18: Public Hearing on Plans/Specs

Oct 19: DNR issues construction permit

Nov 7: Issue final addendum

Nov. 9: Bid opening Well 6 (4-week bidding period)

Nov. 15: Council Approves dual motion to award contract and sign agreement (if PP&M bond and insurance

certificates meet the contract documents).

Nov 29: Notice to Proceed, Start Construction. April 1: Substantial Completion

May 1: Final Completion

Thank you,

Rob

Robbie Baker, P.E.

FOX Engineering Associates, Inc.

414 South 17th Street | Suite 107 | Ames, IA 50010 Office | 515.233.0000 | Cell | 515.313.7202

www.foxeng.com

From: "bhinson" <bhinson@washingtoniowa.net>

To: "Rob Baker" <rib@foxeng.com>

Cc: "Taylor Hopper" < tah@foxeng.com, "Brian Riesberg" < brian@riesberg-engr.com, "Steve Troyer"

<sit@foxeng.com>, "cmccleary" <cmccleary@washingtoniowa.net>

Sent: Tuesday, September 13, 2016 1:14:04 PM

Subject: Re: Well 6 Design, Bidding, and Construction Schedule

Thanks, Rob. I think this schedule makes sense. I assume this means City Council action on October 4 to approve notice of hearing & letting. Otherwise, the other October meeting is the 18th.

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

On Sep 13, 2016 9:49 AM, "Rob Baker" < rib@foxeng.com > wrote:

Brent and Chad,



control contro

I hereby certify that this engineering document was prepared by me or under my direct perso supervision and that I om a duly licensed Professional Engineer under the laws of the State of lowe.

My Idense renewal date is December 31, 2015.
Pages or sheets covered by this sed:
E1

BRAN D. RESBERG, P.E. License number 14412

BRUN D. RIESBERG 14412

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly lienned Professional Engineer under the laws of the State of Iowa.

My Icense renewal date is December 31, 2016.

ROBBIE JOHN BAKER, P.E. License number 19510

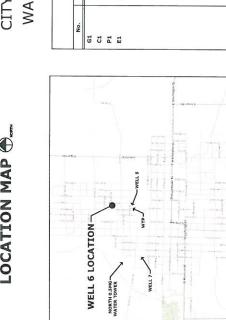
ROBINE J. BAKER 19510 NOWA *

Pages or sheets covered by this sect: G1, C1, P1

WELL 6 IMPROVEMENTS PLANS OF PROPOSED IMPROVEMENTS FOR

LEGEND
Besher int
Bollord
Building

LOCATION MAP ...



CITY OF WASHINGTON WASHINGTON, IOWA

INDEX OF SHEETS	Description	COVER SHEET	SITE PLAN	WELL HOUSE PLAN & WELL PROFILE	ELECTRICAL PLAN				
	No.	61	ប	P1	E1				





GENERAL NOTE: ALL UTLITIES ARE ONLY GENERALLY LOCAYED. CONTRACTOR IS REPONSIBLE FOR LOCATING AND EXPOSING ALL UTLLITES THAT HAY HTREFERE WITH CONSTRUCTION BEFORE CONSTRUCTION BEGINS.

SIOWA CALL

LAYER MNCS NAHE

1-800-292-8989 | E...



ROVEMENTS 9 MEI

-29

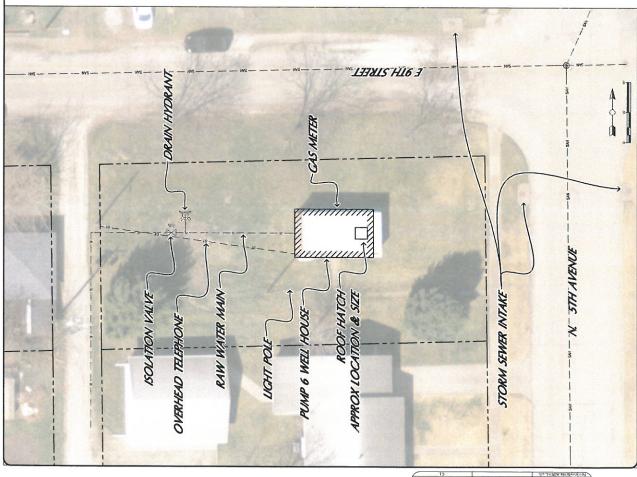
WASHINGTON

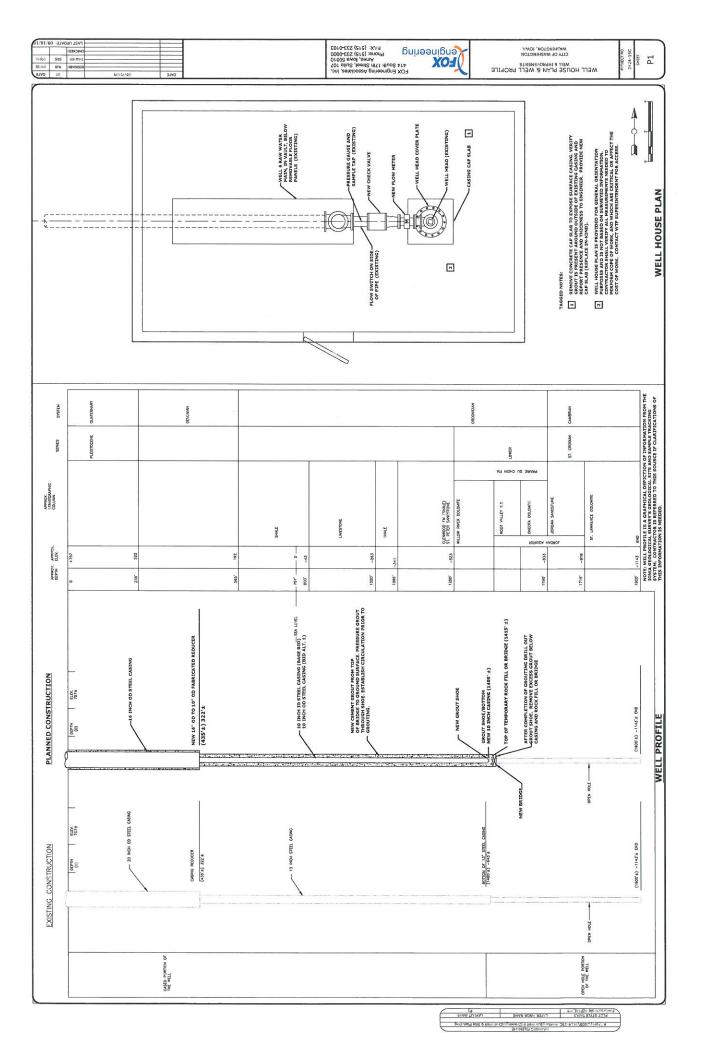


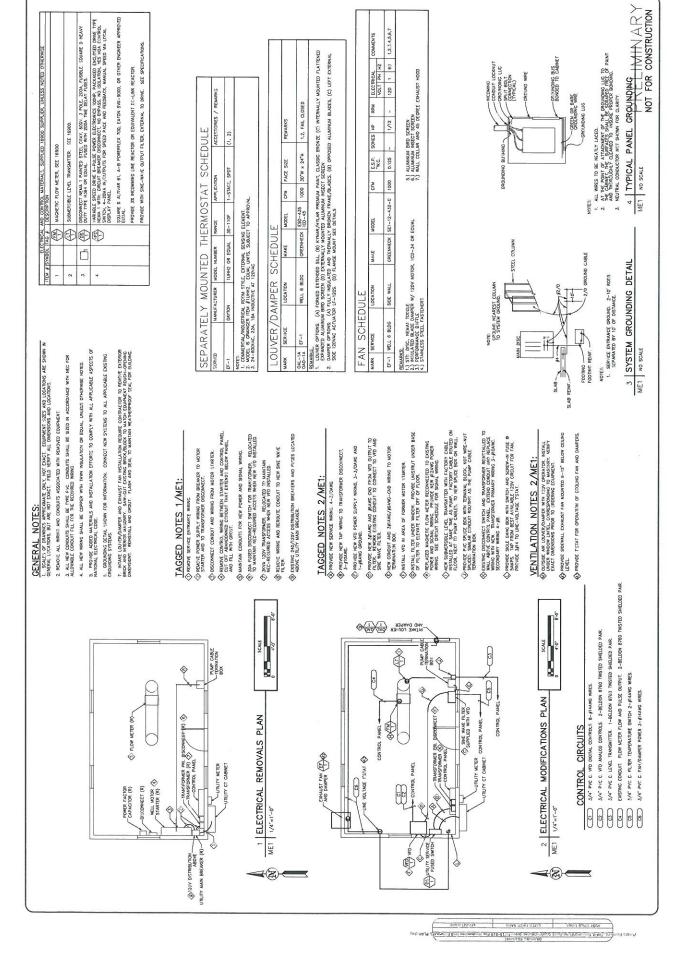




- 2. NO EARTHWORK OR DIGGING IS ANTICIPATED TO COMPLETE THE SCOPE OF WORK.
- CONTRACTOR SHALL CONTROL ALL WELL WATER DISCHARGES IN ACCORDANCE WITH IOWA GENERAL PERMIT NO. 6, AND SECTION 02375.
- 4. CONTRACTOR SHALL NOT DISCHARGE WELL WATER INTO RAW WATER MAIN, DOWNSTREAM OF HYDRANT WITHOUT PERMISSION OF THE WATER TREATMENT PLANT SUPERINTENDENT.







FOX Engineering Associates, Inc.
Ames, lowa 50010
Ames, lowa 50010
Phone: (\$15) 233-0000

9 FAX: (\$15) 233-0103

FOX 41

WYZHINGLON' IONY WYZHINGLON

MECHANICAL ELECTRICAL PLAN

3424-15C SHEET

Ph. 515.822.1609 · Perry, lowalinteresty-engr.com

Engineering Company

Well 6 Improvements

City of Washington, Iowa 9/16/2016

Fox Engineering PN 3424-15C.420

TOX ENGINEETING TN 3424-13C.420				
Bid				
Item No. Item Description	Quantity	Unit	Unit Cost	Cost
1 Bid Item 1 Mob/Demob, Demo	1 LS		\$20,000	\$20,000
2 WWPPP	1 LS		\$5,000	\$5,000
3 Retrieve previously abandoned well pump & accessories	1 LS		\$10,000	\$10,000
4 Mechanically Brush Clean Casing	120 Hr		\$225	\$27,000
5 Fill Open Hole	1 LS		\$7,500	\$7,500
6 Run Dummy Casing	1 LS		\$1,800	\$1,800
7 16-inch Upper Casing	465 LF		\$92	\$42,780
8 10-inch Lower Casing	965 LF		\$36	\$34,740
9 Grouting Set Up / Removal	1 LS		\$7,500	\$7,500
10 Grout Primary Casing	537 Sac	ck	\$34	\$18,260
11 Remove Debris, Rock	1 LS		\$45,000	\$45,000
12 Video Inspect Well	1 LS		\$1,300	\$1,300
13 Test Pump Well	1 LS		\$2,000	\$2,000
14 Disinfection	1 LS		\$1,500	\$1,500
15 Install New Pump	1 LS		\$100,230	\$100,230
16 Submittal Exchange Allowance	1 LS		1400	\$1,400
17 Construction Contingency Allowance	1 LS		\$10,300	\$10,300
	Opinion of Probable	Constr	uction Cost	\$336,310

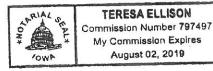
AFFIDAVIT OF PUBLICATION

STATE OF IOWA Washington County SS

Mathew W. Bryant being first duly sworn on oath deposes and says that he is Publisher of the Cotoper 18, 200 C

Tuesas Ellison

Notary Public



RESOLUTION APPROVING A PURCHASE AGREEMENT WITH THE WASHINGTON ECONOMIC DEVELOPMENT GROUP FOR THE WASHINGTON BUSINESS PARK – PHASE I.
WHEREAS, the City of Washington has developed the Washington Business Park Subdivision. Phase One (the "Property") in order to create jobs and expand the City's tax base; and
WHEREAS, the City Council has heretofore deemed it necessary and desirable to engage the

RESOLUTION NO. 2016-

WHEREAS, to that end, the City Attorney has drafted a proposed Purchase Agreement with WEDG to market the Property and facilitate sales of the Property on behalf of the City.

Washington Economic Development Group ("WEDG") to assist the City to market the Property; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Washington County, Iowa that the aforementioned Purchase Agreement is hereby approved. The Mayor and City Clerk are hereby directed to execute the Purchase Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk, with assistance from the City Attorney, are hereby directed to execute any and all further documents to facilitate the sale of any portion of the Property to WEDG in the future.

Passed and approved this 18th day of October, 2016.

	Sandra Johnson, Mayor
ATTEST:	
Illa Earnest, City Clerk	

Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277 Return to: Washington City Clerk, 215 E. Washington Street, Washington, Iowa 52353

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT entered into by and between the City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353 (hereafter the "Seller"); and Washington Economic Development Group, 205 W. Main Street, Washington, Iowa 52353 (hereinafter the "Buyer").

1.	REAL ESTATE DESCRIPTION. The Seller agrees to sell and the Buyer agrees to purchase the following described properties in the City of Washington, Washington County, Iowa:
	Lots 1-10, Washington Business Park, Phase I, according to the plat thereof recorded in Book at page, Records of the Washington County Recorder.
	These parcels shall hereafter be collectively referred to as the "Property."

2. PURCHASE PRICE. The purchase price of each lot of the Property shall be as follows:

Lot 1: \$100,000 Lot 2: \$30,000 Lot 3: \$25,000 Lot 4: \$25,000 Lot 5: \$35,000 Lot 6: \$30,000 Lot 7: \$130,000 Lot 8: \$85,000 Lot 9: \$75,000 Lot 10: \$90,000

3. **DATE OF POSSESSION/CLOSING.** The Buyer have the right to market and sell the Property for a period of ten (10) years from the date of this Agreement. The Seller shall give possession of the Property, or any portion thereof, on the same date that the Buyer closes on the Property, or any portion thereof, with a permitted user of the Property.

- 4. **LIMITATIONS ON SALE.** Buyer expressly agrees and understands that the City has invested in the City's Business Park for the purpose of expanding the tax base and creating jobs. Therefore, Buyer expressly agrees that it shall not sell or attempt to sell any portion of the Property to any business that is tax exempt unless first obtaining the necessary further approvals of the City, said approval only to be given in its sole discretion. Because of the impacts upon neighboring properties, the Buyer is also prohibiting from selling any portion of the Property for an adult entertainment establishment.
- 4. **REAL ESTATE TAXES.** Seller shall pay any unpaid real estate taxes payable in prior years and any and all real estate taxes and utilities that accrue during the term of this Agreement.
- 5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to the date of possession. Buyer may, at his sole cost and expense, maintain insurance on the Property, but is not obliged to do so. The Seller shall maintain liability insurance only on the Property during the term of this Agreement.
- 6. **USE OF PURCHASE PRICE.** At the time of closing, the Buyer shall pay, without setoff, all the remaining monies due to the Seller after deducting the payments referenced in Paragraph 15 below.
- 7. **ABSTRACT AND TITLE.** Seller shall promptly obtain an abstract of title to the Property continued through the date of acceptance of an Offer produced by the Buyer to sell any portion of the Property to a permitted user, and deliver it to Buyer for examination. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law and title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to perfect title. If the closing is delayed by Seller's inability to provide marketable title, this Agreement shall remain in full force and effect unless rescinded by Buyer after giving ten days written notice to Seller. The abstract shall become property of Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting work due to any act or omission of Seller.
- 8. **DEED.** Upon payment of the purchase price, Seller shall convey the Property to Buyer by Quit Claim Deed, free and clear of all liens, restrictions, and encumbrances.
- 9. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

10. REMEDIES OF THE PARTIES.

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

- b. If Seller fails to timely perform this contract, Buyer shall have the right to have all payments made returned to them.
- c. Seller and Buyer also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain a judgment for costs and attorneys fees as permitted by law.
- 11. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
- 12. **ASSIGNMENT.** Either party may assign this Purchase Agreement by giving written notice of said assignment to the other party.
- 13. **CONSTRUCTION.** Words and phrased shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 14. **CERTIFICATION.** Seller and Buyer each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.
- 15. **CREDITS FROM PURCHASE PRICE ALLOWABLE.** The Buyer shall be allowed to deduct from the Purchase Price listed in Paragraph 2 above, or another price approved by the Washington City Council, the costs to include, but not be limited to, the costs of any real estate commissions, recording fees, transfer taxes and 6% of the final purchase price as payment for marketing the Property on behalf of the City.
- 16. **TIME OF ACCEPTANCE.** The Seller shall have until 5:00 p.m. on November 30, 2016 to accept this Offer by the City or this Agreement shall become null and void.

Seller:	Buyer:
City of Washington, Iowa	Washington Economic Development Group
By:	
By: Sandra Johnson, Mayor	Edward Raber, Executive Director
Date:	Date:
STATE OF IOWA, COUNTY OF W	ASHINGTON, ss:
	Iged before me on this day of Sandra Johnson and Illa Earnest, as Mayor and City Clerk .
	Notary public
STATE OF IOWA, COUNTY OF W	ASHINGTON, ss:
	lged before me on this day of 016, by Edward Raber as Executive Director of the
Washington Economic Development C	Group.
	Notary Public

|--|

A RESOLUTION APPROVING A GAS FACILITIES EXTENSION AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY

WHEREAS, the Washington Business Park is currently being developed, and as part of this process, it is necessary to extend natural gas services throughout the new subdivision; and

WHEREAS, Interstate Power and Light Company (Alliant Energy) has a practice of requiring the costs of these natural gas extensions to be paid up front by the developer, in this case the City of Washington, and later reimbursed as the subdivision develops.

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

Section 1. The City Council hereby authorizes the City Administrator to sign the attached Gas Facilities Extension Agreement for the Washington Business Park.

Section 2. The City Council hereby establishes intent that any refund payments will be deposited in Fund 308, Industrial Development, to assist with future industrial development activities.

PASSED AND APPROVED this 18th day of October, 2016.

ATTEST:	Sandra Johnson, Mayor	
Illa Earnest, City Clerk	-	

GAS FACILITIES EXTENSION AGREEMENT (ADVANCE)

THIS AGREEMENT, made this 14th day of October, 2016, between Interstate Power and Light Company, hereinafter called the Company, and the City of Washington hereinafter called the Customer/Developer.

WITNESSETH:

WHEREAS, the Company is engaged in the distribution of gas in the City of Washington, Iowa; and

WHEREAS, the Customer/Developer is the owner of the following legally described premises: 19 75 07 PT LOT B W1/2 N OF S1/2 SW1/4, Iowa, as shown on the map attached hereto (marked Exhibit A) and made a part hereof; and

WHEREAS, the Company desires to sell natural gas to the ultimate owners or occupants of the residences, or other buildings being built or installed on said premises, and the Customer/Developer desires to have natural gas available for such residences or other buildings to be used for heating, water heating, cooking and other uses, hereinafter called gas service.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. The Company agrees to construct, install, maintain and operate natural gas facilities to serve said premises; upon application for gas service made by the owner or occupant of each such building.
- 2. The Customer/Developer agrees to advance to the Company the estimated cost of construction of gas facilities, as set out in Exhibit B, attached, and the Company agrees to refund to the Customer/Developer the cost of installing the facilities, as set forth in Paragraph 4 below.
- 3. For the purpose of this agreement, the Company's estimated cost and the Customer/Developer advance for this gas extension are shown on Exhibit B.
- 4. The Customer/Developer agrees to advance \$79,849.29 to the Company payable prior to the commencement of construction. Upon acceptance by the Company of each application for gas service by Customer/Developers along the extensions contemplated herein, the Company shall refund Customer/Developer's advances in accordance with the Company's Gas Tariff Extension policy on file with the Iowa Utilities Board. The Company shall not be obligated to refund more than the original amount advanced and the refunds shall be without interest.
- 5. The obligation of the Company to make refund to the Customer/Developers shall be null and void after the expiration of ten (10) years from the date of this agreement, and any and all monies remaining unrefunded in the hands of the Company shall then become the sole property of the Company.
- 6. The Customer/Developer agrees to furnish at his own expense all necessary easements and permits required for the installation of said gas main, and the Customer/Developer

and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.

- 7. Title to all gas facilities installed pursuant to this agreement shall be in the Company.
- 8. Applications for gas service referred to above shall be subject to and pursuant to applicable rules and regulations of the Company effective at the date of said applications with respect to the availability of natural gas and the rates and charges for same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

INTERSTATE POWER AND LIGHT COMP
Ву
Title
CUSTOMER/DEVELOPER
Ву
Title

Interstate Power and Light Company (WIPL) both Alliant Energy utility companies and hereafter referred to as the Utilities) assume no liability and make no warranty or representation whatscever as to the accuracy or completened of this map. Any data provided is for general information only and any as of this fast is at your own risk. Any inhibition to exact any inhibition to accurate the actual physical location or buried fast is dispirated in the requirements of applicable law. This map constitutes infined protected nonpublic data that is confidential and propriets up to the requirements of applicable law. This map constitutes infined protected nonpublic data that is confidential and propriets up to the requirements of applicable law. This map constitutes in the part of the confidence and the Utilities are confidential and to use and disclose it to use and disclose it in the requirements of a factor of the confidence and the requirements of a factor of the confidence and the requirements of the confidence and the requirements of the confidence and the requirements of t HOWA AVE S W HARRISON ST 2" PE TIE IN TO 60# SYSTEM 1,200" SITLER DR SBAVE SC AVE WEINCOLNS VTYLERS SAVEE 2" PE TIE IN TO 60# SYSTEM 300' 4" PE MAIN EXTENSION TO DEVELOPMENT W BUCHANAN ST 1,300 WHY by

Washington - SW Development Business Park Gas Expansion



Interstate Power & Light Company (Applicable to the Iowa Service Area) **EXHIBIT "B"**

NON-STANDARD GAS FACILITIES EXTENSION AGREEMENT

Customer Name: CITY OF WASHINGTON

Date: 10/14/2016

Mailing Address: 215 E WASHINGTON

WASHINGTON, IA 52353

Phone #

Project Address: WASHINGTON SW BUSINESS PARK

NUB Account ID 3408329379 NUB SA ID 3408981103

WASHINGTON, IA 52353

WR # 4057676

WASHINGTON BUISINESS PARK SUBDIVISION PHASE 1

Contract #

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

Charge Description	YTP	Installed Cost
WASHINGTON SW DEVELOPMENT BUSINESS PARK GAS EXPANSION	1	\$64,838.00
	Total Installed Cost =	\$64,838.0
Margin	nal Estimated Future Revenue Allowance =	\$0.0
	Total Installed Cost Without Tax Adder =	\$64,838.0
	Iowa Advance Tax Adder =	23,152%
	Tax Adder Amount =	\$15,011.2
Total Refundable Advance In Aid	d of Construction Required =	\$79,849.2
MENTS:		

Pricing valid for 30 calendar days. (until 11/13/2016)

October 12, 2016

City of Washington Attn: Mayor and City Council 215 E. Washington St. Washington, Iowa 52353

West 5th Street Water Main RE:

Engineering Recommendation for Completion

3424-15A

Dear Mayor and City Council,

Dave Schmitt Construction Company, Inc. (Contractor) has satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract for the West 5th Street Water Main Project, dated October 6, 2015. In addition to the attached Engineer's Statement of Final Completion, please also find the attached Change Order 1 (adjustment of quantities) and Progress Payment 4 (acknowledgement of Change Order 1 showing zero balance).

The Original Contract Price was \$218,175.00 and there was a total of one Change Order totaling a deduct of \$19,193.01. The total amount due to the Contractor for the fulfillment of said Contract is \$198,981.99.

The final work was completed on September 23, 2016. The Contract final completion date is October 31, 2016. Dave Schmitt Construction has provided a warranty document to address seeding issues in the spring if/when necessary for areas of the project disturbed by construction. This warranty is attached.

FOX Engineering recommends the Council accept the Certificate of Final Completion for the West 5th Street Water Main.

If you find the documents to be acceptable, please sign three copies of each of the change order and progress payment documents. Please keep one copy for your records and distribute the others to Dave Schmitt Construction and FOX Engineering.

It has been a pleasure working on this project. FOX Engineering appreciates the work and our continued partnership with The City of Washington.

Sincerely,

FOX Engineering Associates, Inc.

Mitch Holtz, P.E. Project Manager

Enclosures:

Change Order No. 1

Pay Application No. 4

Engineering Statement of Final Completion

Seed Warranty

CC:

Ben Hosch, Dave Schmitt Construction Company, Inc.



Project: West 5th Street Water Main	Date of Contract: October 6, 2015
Owner: City of Washington, IA	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 3424-15A
Contractor: Dave Schmitt Construction Company, Inc.	Date of Issuance: October 12, 2016

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

DESCRIPTIONS:

Item 1 - Miscellaneous items Added/Subtracted as needed for construction.

Item 1 Adjustment of Final Quantities:

- Construction Contingency Allowance (Item 1.3) –
 Decreases by 0.092286 LS @ 7,000.00 = (\$646.00)
- ii. Trench Foundation (Item 3.2) Decreases by 32.81 Ton @ \$21.00/Ton = (\$689.01)
- iii. Replacement of Unsuitable Backfill, Trench (Item 3.3) Decreases by 100 CY @ \$21.00/CY = (\$2,100.00)
- iv. Tile Repair, 4-inch to 10-inch (Item 4.1) –
 Decreases by 206 LF @ \$15.00/LF = (\$3,090.00)
- v. Tapping Sleeve and Valve (Item 5.2) Decreases by 1 EA @ 44.848.00 = (44.848.00)
- vi. Seeding, Fertilizing, and Mulching Type 5 (Item 9.1) Decreases by 1.8 Acres @ \$800.00/Acre = (\$1,440.00)
- vii. Silt Fence (Item 9.3) Decreases by 1,000 LF @ \$1.80/LF = (\$1,800.00)
- viii. Turf Reinforcement Mat (TRM) (Item 9.4) –
 Decreases by 1,145 SY @ \$4.00/SY = (\$4,580.00)

Total for Change Order No. 1 = (\$19,193.01)

Attachments: N/A

CHANGE IN CONTRACT PRI	CE:	CHANG	E IN CONTRACT TIE	WFS:
Original Contract Price: \$218,175.00	•	Original Contract Substantial	☐ Working	☐ Calendar
☐ Increase ☐ Decrease from previou approved Change Orders:	sly	Change Orders: Substantial	ecrease from previous precion (days): nal payment (days);	usly approved
Contract Price prior to this Change Orde	er:	Contract Times p	rior to this Change O	rder:
\$218,175.00			completion: nal payment:	
☐ Increase ☐ Decrease of this Chang	e Order:		ecrease of this Char	nge Order:
\$ 19,193.01			completion (days): nal payment (days):	
Contract Price incorporating this Change	Order:		ith all approved Char	ige Orders:
\$198,981.99			completion: nal payment:	
RECOMMENDED:	CEPTED:		ACCEPTED:	
By: By	-		By: Bu Hosa	1
Engineer (Authorized Signature)	Owner (Aut	horized Signature)	Contractor (Autho	rized Signature)
Date:	ite:		Date: 10-14-	16

RESOLUTION NO.	
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RESOLUTION ACCEPTING THE WEST 5TH WATER MAIN PROJECT AS COMPLETED.

WHEREAS, the City Council of the City of Washington did award a construction contract to Dave Schmitt Construction Company, Inc. in the amount of \$218,175.00 for the "West 5th Water Main Project" (the "Project"); and

WHEREAS, the Project has now been completed in accordance with the plans and specifications as per the attached Engineer's Statement of Completion; and

WHEREAS, it is necessary for the City Council to formally accept the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that the construction of the Project is hereby accepted as completed, with a final contract price of One Hundred Ninety-Eight Thousand Nine Hundred Eighty-One Dollars and Ninety-Nine Cents (\$198,981.99).

BE IT FURTHER RESOLVED that retainage in the amount of \$9,949.10 for the completion of the Project will be paid 30 days after the date of this Resolution if no claims are filed against the retainage, without further action from this Council.

Passed and approved this 18th day of October, 2016.

	Sandra Johnson, Mayor
ATTEST:	
Illa Farnest City Clerk	_

Engineer's Statement of Completion

Project: West 5th Street Water Main	Date of Contract: October 6, 2015
Owner: City of Washington, IA	Owner's Contract No.:
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 3424-15A
Contractor: Dave Schmitt Construction Company, I	nc.

I hereby state that the construction of the West 5^{th} Street Water Main project by a Contract dated October 6, 2015, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on September 23, 2016. The Contract completion date was October 31, 2016.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$198,981.99 or One Hundred Ninety-Eight Thousand Nine Hundred Eighty-One dollars and 99/100. This amount is derived from the contract bid amount of \$218,175.00 minus one change order totaling \$19,193.01.

The derivation of this total amount is tabulated on the attached sheet.

Contractor Owner IDNR

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council. The remaining five percent (5%) 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 exist 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:	Accepted by:
FOX Engineering Associates	Owner:
By: Mill H	Resolution:
Iowa Registration No.: 19936	Date:
Date: 10/13/16	Signed:
FOX PN: 3424-15A	Title:
<u>Distribution</u> : Engineer	Attest:



October 12, 2016

Re: Washington West 5th St Water Main Improvements

Dear Mr. Mitch Holtz,

Dave Schmitt Construction, along with Stevens Erosion, will warranty the seeding that took place on the above referenced project in May of 2016, also the seeding done on 9-23-2016, until the spring of 2017, or accepted by the engineer.

If you have questions or need additional clarification, feel free to contact us at 319-365-8669.

We look forward to working with you in the future.

Sincerely,

Ben Hosch

Dave Schmitt Construction

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

October 14, 2016

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

From: Brent Hinson

City Administrato

Re: 28E Recycling Center RFP

As the Council is aware, a joint City/County committee has been handling discussion of changes to the management of the 28E Recycling Center over the past two years. At last week's joint workshop, the City Council and Board of Supervisors empowered the committee to hear presentations from the vendors that responded to the RFP and to utilize this information to formulate a recommendation for the boards to take action on.

The committee heard presentations from the vendors last Thursday night. This was an interesting and informative process. The committee asked many questions of the vendors, and got a much more full idea of each vendor's plans for the facility. The committee utilized a scoring system that evaluated the proposal on the basis of cost, qualifications, communication quality, business practices, references and additional factors as outlined on the attached scoring sheet. After all the presentations were done, each committee member's scores were tallied, and then the average score for all 4 committee members for each vendor was determined. The aggregate results of this evaluation were:

• Wemiga Waste, Inc.: 82 points out of 100

• Hawkeye Waste Systems: 74 points out of 100

Luke Waste Management: 72 points out of 100

Mark's Sanitation: 51 points out of 100

One of the results of the presentations is that we discovered that one of the vendors (who happened to be the last one to present) had understood the solid waste portion of the RFP to mean that the contractor would pay the tipping fees at the landfill, and then bill the County back for these fees. While this was not the intent of the RFP, the contractor made a good point that it appears the amount of tipping fees currently being paid by the County is significantly higher than should be expected at a site of this nature, so it may actually be to the County's advantage to pay tipping fees in this manner at least for a while to establish a new, more accurate baseline for this expense.

As a result of this differing interpretation, the Supervisors asked the vendors to come back last night to attend a special worksession of the BOS on this topic. I attended this meeting. I believe the BOS got all of their questions answered.

The committee recommendation, as per the scoring listed above, is to enter into a contract with Wemiga Waste, Inc. for a time period starting December 1, 2016 and ending June 30, 2019. The impact of accepting the Wemiga bid is that the City will be \$13,000 over in expenditures versus what we had budgeted for FY17. While this is not ideal, I believe you should support the committee's recommendation, which is based on review of their proposals, site visits, presentations/interviews with the vendors, and much additional background research and examination.

The County Attorney is working on changes to the contract to reflect the changed way of billing tipping fees versus what is presented in the RFP, so the recommended action at this time is to award the bid to Wemiga subject to the County Attorney making this change. It is important that we take action as soon as possible, since we will now be less than 45 days from when the contract is due to start.

RESOLUTION NO.	
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A RESOLUTION MAKING AWARD OF 28E RECYCLING CENTER CONTRACT

WHEREAS, the City of Washington and Washington County jointly advertised for proposals for the operation of the joint City/County (28E) Recycling Center on Lexington Boulevard; and

WHEREAS, these proposals have been evaluated and a recommendation made by a joint committee organized to oversee the operations of the center.

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

Section 1. Subject to concurrence by the Washington County Board of Supervisors, that the contract for operation of the 28E Recycling Center be awarded to Wemiga Waste, Inc. for the period beginning December 1, 2016 and ending June 30, 2019.

Section 2. That such award is also subject to City Council approval of a written contract to be finalized by the County Attorney.

PASSED AND APPROVED, this 18th day of October, 2016.

	Sandra Johnson, Mayor
ATTEST:	
Illa Earnest, City Clerk	_

___RFP Bid Evaluation -- 60CT 2016

Washington County Recycling and Trash Center

Qualifications and Experience in the Industry	Experience & Qualifications(10)
Do you belong to any industry associations Identify the owners of the business Identify the names of the other businesses the owner has operated What happened to those other businesses	
Communications –	Communication(10)
Is it clear and complete Do they provides complete answers Are responses timely	
Business practices Describe the structure of energtions	Past(5)
Describe the structure of operations Describe plans to handle and market recycling Describe equipment available – age & condition Number of employees needed and available	Present(10)
Any plans for the future What is the public appearance of current operations	Future(5)
What is the public appearance of current operations What is the history of complaints History of regulatory issues – local/DNR/EPA	ruture(5)
Financial stability	Finances(10)
How long in business Do you have a history with associated businesses Describe significant claims/lawsuits/bankruptcy	
References and reputation	(10)
Creativeness	(5)
Overall presentation	(5)

(30)_____

Total sco	re	By:
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Responsible Bid/Cost

CITY/COUNTY RECYCLING CENTER/SOLID WASTE SITE PROPOSALS September 15, 2016 (10/14/16 Update)

	Hawkeye Waste Effective	Mark's Sanitation Effective	K	Wemiga Waste, Inc. Effective	Budget or Current
for recycling \$ collection of waste as	5,412.00	\$ 4,850.00	\$ 5,344.00	\$ 7,000.00	\$ 4,416.67
described in Section 1.1 Monthly rate for collection & disposal of solid waste received from rural residents, with Contractor responsible for tipping	\$ 14,300.00	\$ 9,062.00	\$ 13,624.00	\$ 19,915.00	\$ 13,583.33
rees at SEMICO. Rate to Customer for Appliance \$ Disposal	\$ 12.00	\$ 15.00	\$ 15.00	\$	\$ 15.00
Rate to Customer for Carpet, § Mattresses, Household Furnishings (per pickup truck)	\$ 60.00	\$ 75.00	\$ 75.00	75.00	\$ 75.00
Rate to Customer for Electronics \$	2.00	\$ 15.00	\$ 15.00	\$	\$ 20.00
Annual Charge for Recycling Center Operations*	\$ 64,944.00	\$ 58,200.00	\$ 64,128.00	\$ 84,000.00	\$ 53,000.00
Annual Charge for Solid Waste Disposal & Hauling**	171,600.00	\$ 108,744.00	\$ 163,488.00	\$ 238,980.00	\$ 163,000.00
Subtotal	\$ 236,544.00	\$ 166,944.00	\$ 227,616.00	\$ 322,980.00	\$ 216,000.00
NOTES: 1	NOTES: 10% revenue credit on recyclables based on sale prices			With tipping fees billed to County: Est. \$168,000	
				Total: \$252,000	

* Paid 50/50 by City and County ** Paid 100% by County

Wemiga Addl. Bid Info



This is how our services will work under our bid.

Our Bid: \$10,332.00 per month flat rate to man and operate the entire collection process of solid waste as requested in the RFP.

Landfill Expenses: Our bid states that we will pay all disposal fees and charge back those disposal fees to the agency on a monthly basis. It is stated in the RFP that those rates are currently \$115,000.00 annually or \$9583.00 per month. We believe this amount will be much less than you have shown. Based on similar operations your landfill should run \$3700.00 per month.

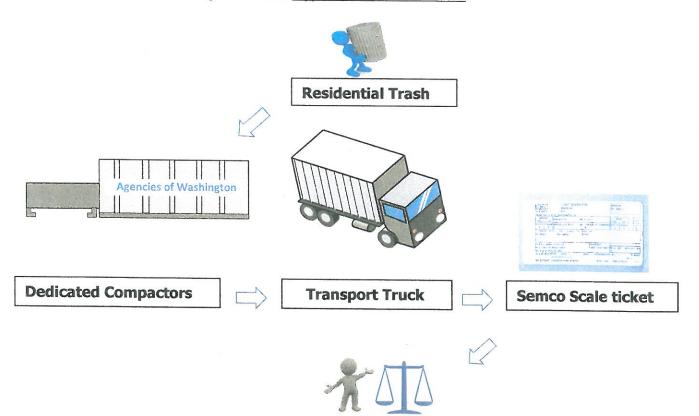
Therefore we would expect to see your entire monthly Solid Waste bill to be around \$14,000.00.

Current operating hours: Will remain the same as stated in RFP

Current items taken: Will remain the same as stated in RFP

<u>Current gate fees if any:</u> Will remain the same as are currently in place. Any revenues received from items taken will belong to Wemiga Waste Inc. as stated in the RFP.

Below is how "residential trash" will be brought into the facility, put into two "dedicated trash compactors" marked "Agencies of Washington", "transported by truck" to Semco Landfill and weighed receiving a "Semco scale ticket", and then billed out to the Agencies with a "copy of each Semco scale ticket".



Billing will include a copy of each Semco Scale ticket showing each dedicated box hauled in.



This is how the services will work under our bid.

<u>Our bid:</u> \$7000.00 per month / flat rate to man and operate the entire collection process of recyclables as requested in the RFP.

Current operating hours: Will remain the same as stated in RFP

Current items taken: Will remain the same as stated in RFP

<u>Current gate fees "if any":</u> Will remain the same as are currently in place.

Any revenues received from items taken will belong to Wemiga Waste Inc. as stated in the RFP.

i.e. Cardboard, Tin & Plastics sold at market, tires taken \$3.50 to \$50 each depending on size taken, appliances & computers \$15 each, batteries N/C.



Note:

We will follow the layout of the work being asked of us and if able to "improve services" in any way, we will approach the Board at that time.

I believe that making the services for the residents as convenient and user friendly as possible should be key. Having operated a CCC and Transfer Station for many years getting traffic thru in a safe manner is something I will address first and foremost.

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



Sample of Letter Sent to Sitter/South Iona Property Owners

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

October 10, 2016

Redlinger, Keaton J. 1133 South Iowa Avenue Washington, IA 52353

Re: Street Parking Changes Near 1133 South Iowa Avenue

Dear Property Owner:

In conjunction with the Sitler Drive paving project being conducted this year, the City Council is proposing extending existing "no parking" areas near the intersection of Sitler Drive and South Iowa Avenue, adjacent to your property. These changes are being proposed on the recommendation of our engineer based on a study conducted by the Iowa Department of Transportation, with the goal of ensuring maximum visibility and safety at the intersection.

I have attached the engineer's drawing of the proposed changes. Please feel free to contact me at 319-653-6584, extension 134, with any questions. The City Council plans to address these changes at its October 18 meeting and potentially finalize the changes at its October 25 meeting.

Thank you for your attention to this matter.

Sincerely,

Brent Hinson

City Administrator

Sitler/South Iowa "No Parking" Letter to Property Owners- 10/10/16

Redlinger, Keaton J. 1133 South Iowa Avenue Washington, IA 52353

Paredes, Indalecio & Maria G. 1140 South Iowa Avenue Washington, IA 52353

Schaley, Barry A. & Angela D. 1205 South Iowa Avenue Washington, IA 52353

Gilplat Trust, The 1201 South Iowa Avenue Washington, IA 52353 Potter, Douglas J. & Amanda J. 1134 South Iowa Avenue Washington, IA 52353

Joette Armbruster Iowa City FM Group 2730 Bradford Drive Iowa City, IA 52240-2550

Wesley Retirement Services, Inc. 1015 South Iowa Avenue Washington, IA 52353

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AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 69.08 "NO PARKING ZONES"- SOUTH IOWA AVENUE AT SITLER DRIVE

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

SECTION 1. <u>New Paragraph.</u> Section 69.08, "No Parking Zones", Paragraph 87 "South Iowa Avenue, on the east side, from a point 51.37 feet north to a point 91.31 feet south of the centerline of Sitler Drive; and on the west side from a point 174.67 feet north to a point 171.33 feet south of the centerline of Sitler Drive."

SECTION 2. <u>Repealer.</u> All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

Passed and approved this day of _	, 2016.	
Attest:	Sandra Johnson, Mayor	
Illa Earnest, City Clerk		
Approved on First Reading: 1 Approved on Second Reading: Approved on Third & Final Reading:	0-04-2016	
I certify that the foregoing was published of, 2016.	d as Ordinance No on the	day
	City Clerk	



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1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319) 351-8282 www.mmsconsultants.net

Date Revision

NO PARKING EXHIBIT

HTRON

WASHINGTON WASHINGTON COUNTY IOWA MAS CONSULTANTS, INC.

Cate	09-16-16
Designed by, PVA	Fleid Book No.
Drawn by: JDM	Scale: 1"=50"
checked by: PVA	Sheet No:
Project No: IC 5955002	. J.

SITLER DRIVE AND SOUTH H AVENUE 2016 PAVING PROJECT

No Parking Sign	No Parking Sign Double Yellow Center Strip Included in Sitler Drive Project
51.37 51.37 45.20 36.10	SITLER DRIVE
No Parking Sign	ng Sign- No Parking Sign-
IOWA AVE	No Parking Sign

Brent Hinson

From:

Paul Anderson

Sent:

Friday, October 14, 2016 10:17 AM

To:

Brent Hinson; Illa Earnest

Subject:

MEMO FOR COUNCIL PACKET REGARDING SITLER DRIVE

Attachments:

Grade Ordinance Memorandum.docx

Brent and Illa,

I have attached a memo clarifying the purpose of the grade elevation ordinance.

Paul

Sign up for our newsletter - We promise short, meaningful updates just six times a year.



Paul Anderson, P.E.

Project Manager

Office: (319) 351-8282 Mobile: (319) 631-3014

P.anderson@mmsconsultants.net

www.mmsconsultants.net

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Memorandum

To: Brent Hinson, Washington City Administrator

From: Paul Anderson

Date: 10/14/2016

Re: Purpose of a Grade Ordinance

While specific advice on the legal intricacies of special assessments and grade ordinances is best left to your City Attorney and not an engineer, we understand the grounds for a grade ordinance as follows:

The foundation of a Special Assessment is the theory that a special benefit is conferred upon a property arising from construction of the improvement that is in excess of the general benefit enjoyed by the entire neighborhood or city. Additionally, an assessed property should be able to rely on the benefit received and for which it has paid. In the case of a street project, the enactment of a grade ordinance defines this benefit by formally establishing and recording the grade of the street. A street grade ordinance is a required component of street assessment projects in accordance with lowa Code.

If, at a future date, the street is reconstructed at a different grade, a property once assessed might not be subject to additional assessments for that work. In addition, if driveways, sidewalks, structures or other improvements that rely on the established grade are impacted by the new grade, the property may have a claim for damages. The grade ordinance serves as a protection to the owner of an assessed property against assessment or cost to alter their own property resulting from future modifications to the street by the city.

ORDINANCE NO.	Ο.
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AN ORDINANCE ESTABLISHING GRADE ELEVATIONS ON CERTAIN DESCRIBED STREETS IN THE CITY OF WASHINGTON, IOWA FOR THE "SITLER DRIVE 2016 PAVING PROJECT"

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

The Sitler Drive 2016 Paving Project includes street widening for which costs are to be assessed to individual properties as Special Assessments. Widening consists of placement of Portland Cement Concrete adjacent to the existing pavement to a thickness of seven inches (7").

For purposes of this Grade Ordinance it shall be understood that the street included in this project was set to grade and paved under prior construction projects, for which no related Grade Ordinance was found to have been set by the City Council of Washington, Iowa. Therefore the longitudinal reference lines and related centerline elevations which follow are based on existing conditions. The intersection of the centerlines of South B Avenue and Sitler Drive is established as Station 20+00 with Stationing increasing along the centerline of Sitler Drive in an easterly direction.

That the following street grade elevations are hereby established at the locations hereafter indicated on Sitler Drive from the west line of South Iowa Avenue to the east line of South B Avenue to-wit:

	DISTANCE	
STATION	FROM	ELEVATION
	CENTERLINE	
20+50.63	15.5′ L	750.43
20+55.63	15.5′ R	750.28
21+25.00	15.5′ L	750.55
21+32.20	15.5′ R	750.48
22+00.00	15.5′ L	750.22
22+00.00	15.5′ R	750.17
22+50.00	15.5′ L	750.08
22+50.00	15.5′ R	750.07
23+46.65	15.5′ L	749.47
23+46.65	15.5′ R	749.46

24+00.00	15.5′ L	749.93
24+00.00	15.5′ R	749.91
24+50.00	15.5′ L	750.18
24+50.00	15.5′ R	750.26
25+00.00	15.5′ L	750.67
25+00.00	15.5′ R	750.72
25+09.00	15.5′ L	750.75
25+38.99	15.5′ R	751.19
25+99.00	18.0′ L	751.85
25+99.00	18.0′ R	751.88
26+50.00	18.0 L	752.49
26+50.00	18.0′ R	752.49

Passed and Approved this XXth day of October 2016.

Attest:	Sandra Johnson, Mayor

1st reading: October XX, 2016 2nd reading: October XX, 2016 3rd reading: October XX, 2016

	NO.	NCE	NAI	ORD
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AN ORDINANCE AMENDING CHAPTER 155.01, 155.03, 155.04 and 155.05 OF THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, REGARDING ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2015 EDIITION, INTERNATIONAL MECHANICAL CODE, 2015 EDITION WITH STATE AMENDMENTS, UNIFORM PLUMBING CODE, 2015 EDITION WITH STATE AMENDMENTS AND INTERNATIONAL FIRE CODE, 2015 EDITION.

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

Section 1. Section 155.01 is hereby amended by deleting the words '2009 Edition" and substituting the words "2015 Edition" and changing the first sentence of the body of the code section to read as follows: "This code is adopted by reference and shall apply to all covered properties within the City."

Section 2. Section 155.03 is hereby amended by deleting the first paragraph and substituting the words "155.03-ADOPTION OF INTERNATIONAL MECHANICAL CODE 2015 Edition with State of Iowa Amendments. The International Mechanical Code, 2015 Edition with State of Iowa Amendments, is hereby adopted by reference and shall apply to all properties within the City. The fee for a permit issued under the International Mechanical Code adopted in this chapter shall be set by resolution of the City Council."

Section 3. Section 155.04 is hereby amended by deleting the first paragraph and substituting the words "155.04 ADOPTION OF UNIFORM PLUMBING CODE, 2015 Edition with State of Iowa Amendments. The Uniform Plumbing Code, 2015 Edition with State of Iowa Amendments, is hereby adopted by reference and shall apply to all properties within the City, except as to those provisions governing the replacement of water heaters in one and two family dwellings. The fee for a permit issued under the Uniform Plumbing code adopted in this chapter shall be set by resolution of the City Council."

Section 4. Section 155.05 is hereby amended by deleting the words "2009 Edition" and substituting the words "2015 Edition", and changing the first sentence of the body of the code section to read as follows: "This code is adopted by reference and shall apply to all covered properties within the City."

publication as provided by law.	e in effect after its final passage, approval and
Passed and approved this day of	_, 2016.
	Sandra Johnson, Mayor
ATTEST:	
Illa Earnest, City Clerk	
Approved on First Reading: 09-20-2016	
Approved on First Reading: 09-20-2016 Approved on Second Reading: 10-04-2016	
Approved on First Reading: 09-20-2016 Approved on Second Reading: 10-04-2016 Approved on Third & Final Reading:	
Approved on Second Reading: 10-04-2016	