

# AGENDA OF THE SPECIAL/WORK SESSION OF THE COUNCIL OF THE CITY OF WASHINGTON, IOWA TO BE HELD AT 120 E. MAIN STREET AT **5:00** P.M., WEDNESDAY, APRIL 17, 2013

# Call to Order

# Roll call

Agenda for the Special/Work Session to be held at 5:00 P.M., Wednesday, April 17, 2013 to be approved as proposed or amended.

Discussion and Consideration of Street Special Assessment Policy.

# **ADJOURNMENT**

# MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor Merle Hagie Mark Kendall Bob Shellmyer Bob Shepherd Fred Stark Russ Zieglowsky

# **ADJOURNMENT**

Illa Earnest, City Clerk

Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Craig Arbuckle, City Attorney



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

# **Memorandum**

April 12, 2013

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

From: Brent Hinson

City Administrator

Re: Special Assessments

We have been talking about establishing a special assessment policy for the last several meetings. The Council has heard a variety of viewpoints on the issue, not least from those concerned that they will be assessed in the future. In an effort to clearly show what a special assessment project would look like in terms of the amounts assessed to residents, I have run the Flint Formula on the West Tyler project we are planning to do this summer. According to Leland of V&K, we will have around \$85,000 in direct paving and road base costs for the project. When you subtract the intersections (City responsibility) and divide the number in half, since the residents only get assessed for one side of the street (and the High School is on the other side- see attached letter from School Board Secretary Jeff Dieleman), the assessable costs for the project are \$35,000. If the Council were to decide to assess 40% of the assessable costs, that would be \$14,000; 50% would be \$17,500; and 60% would be \$21,000. This total assessable amount is then distributed to the 8 affected property owners based on frontage feet, depth of their lot and proximity to the project. See the attached spreadsheet for more detail.

I have edited the proposed policy to include a corner lot assessment reduction, which is a common practice, since owners of corner lots typically have higher assessments than those with mid-block properties. I also included some criteria to guide the Council in determining the percentage of assessable costs to be assessed on a project.

Finally, I have attached my cover memo from the January 16 meeting just to refresh your memories on some of the basics regarding special assessments.

We are not planning for consideration of the resolution adopting the policy at the April 17 meeting. If the Council gets the policy to a final form, we would have this on the May 1 agenda for consideration.



# Washington Community School District

404 West Main Phone (319) 653-6543

P.O. Box 926

Washington, IA 52353 Fax (319) 653-5685

Dr. Mike Jorgensen Superintendent Veta Thode Curriculum Director Jeffery A. Dieleman Board Secretary

March 27, 2012

City Hall Attn: Brent Hinson 215 E Washington St. Washington, IA 52353

Dear Mr. Hinson,

The Washington Community School District agrees to commit \$8,000 annually, for a period of 10 years, to the City of Washington. The funds will be used to assist with the construction of the road, near the new High School.

Sincerely

Jeffery A. Dieleman

Business Manager / Board Secretary Washington Community School District

City of Washington
Assessment Factor Examination
West Tyler Reconstruction

Project Assessable Costs (Total) Project Assessable Costs (After a Share Cost			105-017 105-016		, , , , , , , , , , , , , , , , , , ,	105-021		105-022			105-009	105-010			104-005	104-007	104-006	Lot		
Project Assessable Costs (Total) Project Assessable Costs (After adjustment per Council policy) Share Cost		-120.00	120.00 300.00		-293	300	-160	300		-80	300	80		-139	300	139	139	Depth		
er Council policy)		<u>-1.62</u> 0.35	1.62 1.97	0.00	-1.97	0.19	<u>-1.78</u>	1.97	0.63	<u>-1.34</u>	1.97	1.34	0.26	-1.71	1.97	1.71	1.71	Factor	Assess	Flint
		132	132	132		132			132			132	314			157	120	Feet	Frontage	
	1,100.47	46.20	213.84	0.00		25.08			83.16			176.88	81.64			268.47	205.20	Assessment	Trial	
\$35,000.00 \$14,000.00 \$12.72	\$14,000.00	<u>\$587.75</u>	\$2,720.44	\$0.00		\$319.06			\$1,057.95			\$2,250.24	\$1,038.61			\$3,415.43	\$2,610.52	Assessment	Total	40% Level
\$35,000.00 \$17,500.00 \$15.90	\$17,500.00	<u>\$734.69</u>	\$3,400.55	\$0.00		\$398.83			\$1,322.43			\$2,812.80	\$1,298.26			\$4,269.29	\$3,263.15	Assessment	Total	50% Level
\$35,000.00 \$21,000.00 \$19.08	\$21,000.00	\$881.62	\$4,080.66	\$0.00		\$478.60			\$1,586.92			\$3,375.36	\$1,557.92			\$5,123.15	\$3,915.78	Assessment	Total	60% Level

DRAFT- for illustrative purposes only

Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Craig Arbuckle, City Attorney



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

# **Street Special Assessment Policy**

**Policy Background:** This policy relates to the utilization of special assessments for street infrastructure projects by the City of Washington.

The City of Washington has utilized special assessments for many years. Special assessments levy part of the cost of a public street infrastructure project to the area property owners receiving a special benefit from the project, which reduces the burden on taxpayers a whole. Special Assessments are allowed by Chapter 384 of the Iowa Code.

**Policy Statement:** For streets, the City of Washington will only utilize special assessments for reconstruction projects, which are defined as projects involving the complete removal of existing base and pavement, and replacement with new base and pavement, with or without curb & gutter included in the project. No property shall be assessed a second time for the same type of reconstruction activity, but curb & gutter and mainline paving may be assessed separately if merited and upon approval of the City Council.

Special assessments will only apply to properties within 300 feet of the street being improved, or one-half the block, whichever is less. Assessments will be weighted based on proximity to the street being reconstructed, with assessment levels higher for abutting properties than non-abutting properties. In no case will the owner of a particular single property be assessed for improvements not directly abutting the owner's property more than once in ten years. Owners of corner lots being assessed on both sides at once or for the 2<sup>nd</sup> time within ten years for abutting streets will have their assessment reduced by 25% of the assessed cost of the more expensive side.

The City Council will determine the level of assessment for each particular project, but the percentage of the cost of paving and/or curb & gutter for which property owners will be responsible will range between 40% and 60%, considering relevant factors as follows:

Factors Indicating Lower Percentage of Total Costs Assessed	Factors Indicating <b>Higher</b> Percentage of Total Costs Assessed
Pavement width greater than or equal to 31'	Pavement width equal or less than 25'
Pavement depth greater than 7"	Street serves primarily or only the

# City of Washington- Street Special Assessment Policy

	immediate neighborhood	
Street serves as a collector street and/or		
street directly serves a nearby major		
commercial, non-profit or governmental		
entity		

In accordance with Iowa Code 384.62(1), no assessment shall exceed 25% of the assessed value of an affected property.

**Non-Assessable Improvements:** Crack-sealing, pavement patching, asphalt mill & overlay, sealcoat projects or other maintenance projects will not be specially assessed. Ancillary improvements such as public storm sewer, sanitary sewer or water mains will not be specially assessed. Street paving projects done using Federal Aid or other grant dollars, if greater than 50% of the paving and curb & gutter cost, will not be assessed.

**Assessment Deferrals/Waivers:** Under Iowa Code 384.62(3), property used for agricultural purposes shall have assessments filed but deferred until the property is no longer assessed as agricultural property. The Council may also waive assessments to County or School District property if tax-increment financing (TIF) is utilized for the project or an alternate form of payment, in-kind or actual, is negotiated in lieu of taxes and approved by the City Council by resolution.

**Repayment Period:** While special assessments may be paid at any time following the adoption of the final assessment schedule, property owners will be granted up to a 10-year period of repayment for assessments filed with the County Treasurer. The interest percentage on special assessments paid in installments will be a percentage 2% higher than the interest percentage of the bonds issued for the project or otherwise the most recent general obligation bonds issued by the City, but in no case shall the interest percentage be less than 4% or greater than 9%.

Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Craig Arbuckle, City Attorney



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

# **Memorandum**

January 11, 2013

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

From: Brent Hinson

City Administrator

For Ref

Re: Special Assessment Procedures

As the Council may be aware, the City has in the past utilized special assessments to help pay for street and other infrastructure improvements. Special assessments levy an extra tax on property owners that receive a special benefit from a particular infrastructure improvement, in lieu of taxing all property owners in the City for the full cost of the improvements. These affected property owners then can pay their assessment costs all at once or over a period of years set by the Council through their property tax bill.

We will have a number of street projects, particularly, over the next few years for which we will need to consider specially assessing a portion. I think that it is important that we stay consistent from year to year on our approach, and so would like to open general discussion as to what our policy should be. I have gathered information from several sources to give you an overview of the topic. Leland Belding from V&K also plans to attend our meeting, and will serve as a resource on this topic.

My understanding is that the past unwritten policy on streets has been to specially assess only for a portion of the street and curb portions of the project (not for the underlying stormwater infrastructure, for example). We have not utilized special assessments for maintenance activities such as asphalt overlays, sealcoating, etc. We have not utilized assessments when a project has Federal aid dollars attached, which can provide up to 80% of the project cost. I think these are basically sound practices. We can certainly consider a wide variety of adjustments to this policy, or if you don't like it, we can totally dispose of it. It is especially important for the Council members that have not been through a special assessment process to realize that it can be a very contentious process. Members should make sure they are comfortable with the policy, and I think it is essential to then put this in writing so that we know everyone is in agreement and will stand together on this issue.

I look forward to discussion at the meeting.



# AGENDA OF THE REGULAR SESSION OF THE COUNCIL OF THE CITY OF WASHINGTON, IOWA TO BE HELD AT 120 E. MAIN STREET AT 6:00 P.M., WEDNESDAY, APRIL 17, 2013

# Call to Order

# Pledge of Allegiance

# Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Wednesday, April 17, 2013 to be approved as proposed or amended.

## **Consent:**

- 1. Council Minutes 04-03-2013
- 2. Connerley Construction, Housing Rehabilitation Project, \$11,781.00
- 3. Griggs Music, Timpani, \$5995.00 (Riverboat Grant pass through).
- 4. Fox Engineering, West Side Sanitary Sewer Collection System Project, \$3,505.46
- 5. Fox Engineering, WWTP Facility Project, \$6,237.30
- 6. Snyder & Associates, Municipal Airport AGIS, \$ 605.17
- 7. Confluence, Washington Wellness Park Master Plan, \$5,963.63
- 8. Confluence, Washington Wellness Park Master Plan, \$9,160.75
- 9. ECICOG, Housing Rehabilitation Project, \$1,978.00
- 10. JP's 207, 207 W. Main Street, Class C Liquor License, Sunday Sales, (renewal)
- 11. Washington County Auditor, Task Force Grant FY 13, \$10,143.18
- 12. Department Reports

### **Claims and Financial Reports:**

Claims as Presented.

Financial Reports.

**Mayoral Proclamation - Volunteers** 

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

# **NEW BUSINESS**

Discussion and Consideration of Kirkwood Regional Education Center Site Plan.

Discussion and Consideration of a New Historic Preservation Commission HRDP Grant Application.

Chamber of Commerce – Ridiculous Day Request.

Discussion and Consideration of Proposal for Police Records Management System.

Café Dodici – Sidewalk Café Application.

Presentation of Water Facility Plan.

Discussion of a Treatment Agreement with IRE Biodiesel.

Discussion and Consideration of Change Order #4 West Side Interceptor Project.

West Side Interceptor Easements.

Discussion and Consideration of West Tyler Street Drainage Study.

Discussion and Consideration of Engineering Services Agreement – West Tyler Reconstruction.

# CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Second Reading of an Ordinance Amending Code of Ordinances Chapter 164 "Site Plan" (with changes).

Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer.

# **DEPARTMENTAL REPORT**

Police Department City Administrator City Attorney

# MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor Merle Hagie Mark Kendall Bob Shellmyer Bob Shepherd Fred Stark Russ Zieglowsky

# **ADJOURNMENT**

Illa Earnest, City Clerk

### Council Minutes 04-03-2013

The Council of the City of Washington, Iowa, met in Regular Session in the council chambers, 120 E. Main Street, at 6:00 P.M., Wednesday, April 3, 2013. Mayor Johnson in the chair. On roll call present: Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Absent: Hagie.

Motion by Kendall, seconded by Shellmyer, that the agenda be approved as amended. Motion carried unanimously. Marion Avenue Baptist Church Fireworks Permit Request was removed from the agenda at the request of the Church.

Mayor Johnson requested that the council minutes for March 3, 2013 be removed from the consent agenda for clarification. The items for discussion at a special session scheduled for April 10 will be discussed at the April 17 regular council meeting which will start at 5:00 P.M. There will not be an April 10 meeting.

Motion by Kendall, seconded by Shepherd, that consent agenda items 2 -8 be approved. Motion carried unanimously.

Motion by Stark, seconded by Zieglowsky, that the council minutes for March 3, 2013 be approved. Motion carried unanimously.

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

Suzanne Ackerman, spoke to the council regarding the recycling trailer now in service for downtown residents behind the library and her wish to distribute recycling program information in English and Spanish to the downtown residents. The council endorsed her efforts to distribute the information.

Marde McConnell, representing the Washington Tree Beautification Committee, with questions regarding the proposed amendments to the Site Plan Ordinance in regard to required tree plantings.

Susan Winkle, a neighbor of Luke's Waste Management on Highway 92, came before council with several concerns. The area in question is outside of the City limits and out of council jurisdiction.

Continued discussion with council and Russ Miller from Parkside Mobile Home Community. Mr. Miller has applied for the permits as suggested by the DNR. He came before council to request a waiver of the base fee he is being charged for empty trailer lots. This matter will be further discussed at the work session on Wednesday, April 24, 2013.

Marcy Stout and Brianne Banger came before the council to ask approval to host a 5K run/walk on Saturday, May 18, 2013 to benefit Cystic Fibrosis Research. Motion by Stark, seconded by Kendall, to approve the request for the 5K run/walk on May 18, 2013. Motion carried unanimously.

Terri Hartzler, representing Demon Dash for Cash came before council to request approval for the 4 mile walk/run to be held on Saturday, April 6, 2013 at 9:00 A.M.. The walk/run will start at the Washington High School and go past the Middle School, Lincoln, and Stewart Schools and return to the High School. Motion by Shepherd, seconded by Shellmyer, to approve the Demon Dash for Cash Event. Motion carried unanimously.

Discussion on the garbage contract. Council consensus to have City Administrator Hinson bring a proposal back to council for action at the April 17th council meeting.

After discussion, motion by Kendall, seconded by Zieglowsky, to approve the first reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 55.07 "Livestock" (Urban Chickens). Roll call on said motion as follows: Ayes: Kendall, Shellmyer, Zieglowsky. Nays: Shepherd, Stark. Absent: Hagie. Motion fails.

Motion by Shellmyer, seconded by Stark, to approve the first reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 164 "Site Plan Requirements". Roll call on said motion as follows: Ayes: Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Absent: Hagie. Motion carried.

Motion by Shellmyer, seconded by Stark, to go into closed session per Code of Iowa Chapter 21.5 (g) Law Enforcement Matters. Roll call on said motion as follows: Ayes: Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Absent: Hagie. Motion carried.

Motion by Shellmyer, seconded by Zieglowsky, that council return to open session. Roll call on said motion as follows: Ayes: Kendall, Shellmyer, Shepherd, Stark, Zieglowsky. Nays: none. Absent: Hagie. Motion carried.

Mayor Johnson announced that no action had been taken in the closed session.

Motion by Shellmyer, seconded by Shepherd, that the Regular Session held in the council chambers, 120 E. Main Street, at 6:00 P.M., Wednesday, April 3, 2013 be adjourned. Motion carried unanimously.

Illa Earnest. City Clerk

Sandra Johnson, Mayor

# City of Washington HOUSING REHABILITATION PROGRAM 712 N. Marion Avenue Washington, IA 52353

**Contractor Name:** 

**Connerley Construction** 

**Contractor Address:** 

130 Brighton Circle SW

Cedar Rapids, IA 52404

**Contractor Phone Number:** 

319-521-8008

# PARTIAL PAYMENT REQUEST

Rehab Items Completed to Date: Lead Items Completed to Date: Change Order Completed to Date: Contract Total 10% Retained: Earned Less Retainage: Current Payment Due:	\$5,089.00 \$8,001.00 N/A \$13,090.00 \$1,309.00 \$11,781.00 \$11,781.00		
The undersigned contractor certifies with the contract documents and that	that all work is completed in regards to this request at all work to date was inspected.	for paymer	nt in accordance
General Contractor:	alla Conf	Date: 4	11-13
A Property inspection has been made construction contract. I authorize the	de and the work completed to date meets my satisface release of payment.	tion in acco	ordance with the
Property Owner:	Royald E. Blum	Date:	4-11-13
Approved by the Housing Inspector:	It South	Date:	4-11-13
Grantee Representative:	Dandia Johnson	Date:	4-12-2013
Project Administrator:	MILL	Date:	4/11/13



BRADY AT KIMBERLY

# GRIGGS MUSIC, INC. 132023 3849 BRADY ST., P.O. BOX 2750 DAVENPORT, IOWA 52809 (563) 391-9000 TOLL-FREE 1-877-391-9001

www.griggsmusic.com

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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

35112

Date

03/30/2013

Project 204509B Washington Sanitary Sewer Collection System

# Professional Services for the Period of 02/24/2013 to 03/30/2013

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Engineering Report - Pump Station Replacement	14,500.00	100.00	14,500.00	14,500.00	0.00
Preliminary Design	54,500.00	100.00	54,500.00	54,500.00	0.00
Final Design	74,500.00	100.00	74,500.00	74,500.00	0.00
Bidding	12,500.00	100.00	12,500.00	12,500.00	0.00
Construction Administration	89,500.00	100.00	89,500.00	89,500.00	0.00
Post Construction	6,500.00	100.00	3,250.00	6,500.00	3,250.00
Construction Staking	20,500.00	100.00	20,500.00	20,500.00	0.00
Total	272,500.00	100.00	269,250.00	272,500.00	3,250.00

Easement Acquisition
Outside Services
Phase subtotal

255.46 255.46

Billed Amount

Invoice total

\$3,505.46

Approved by:

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

City of Washington



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

35051

Date

03/30/2013

Project 204508A Washington Wastewater Treatment Plant

Professional Services for the Period of 02/24/2013 to 03/30/2013

t Porcont			
	Prior Billed	Total Billed	Current Billed
100.00	13,500.00	13,500.00	0.00
100.00	307,400.00	307,400.00	0.00
100.00	424,000.00	424,000.00	0.00
100.00	22,500.00	22,500.00	0.00
100.00	-6,946.00	-6,946.00	0.00
95.00	34,485.00	34,485.00	0.00
100.00	24,840.00	24,840.00	0.00
99.78	819,779.00	819,779.00	0.00
	nt Complete 0 100.00 0 100.00 0 100.00 0 100.00 0 100.00 0 95.00 0 100.00	0     100.00     13,500.00       0     100.00     307,400.00       0     100.00     424,000.00       0     100.00     22,500.00       0     100.00     -6,946.00       0     95.00     34,485.00       0     100.00     24,840.00	off         Complete         Billed         Billed           0         100.00         13,500.00         13,500.00           0         100.00         307,400.00         307,400.00           0         100.00         424,000.00         424,000.00           0         100.00         22,500.00         22,500.00           0         100.00         -6,946.00         -6,946.00           0         95.00         34,485.00         34,485.00           0         100.00         24,840.00         24,840.00

			Billed Amount
Construction Administration		×-	7 tiriodite
Professional Fees			2,848.00
Reimbursables			202.80
Outside Services			1,260.00
	Phase subtotal	-	4,310.80
Post Construction			
Professional Fees			1,926.50
	Phase subtotal	-	1,926.50
		Invoice total	\$6,237.30

Approved by

City of Washington



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

# INVOICE FOR PROFESSIONAL SERVICES

Washington Airp	ort Commission
PO Box 516	
Washington, IA	52353

March 28, 2013

Invoice No:

109.1021.01A - 13

Project

109.1021.01A

Washington Municipal Airport AGIS

Professional Services through February 28, 2013

		0	_
Lu	mp	Sum	rees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
AGIS	60,517.00	46.00	27,837.82	27,232.65	605.17
Amt invoiced and paid Proj # 110.0714	-1,480.00	100.00	-1,480.00	-1,480.00	0.00
Aerometrics	32,000.00	77.00	24,640.00	24,640.00	0.00
Total Fee	91,037.00		50,997.82	50,392.65	605.17

**Total Lump Sum Fees** 

605.17

			Amount Due this Invoice	\$605.17
	Total	Prior	Current	
Billings to Date	50,997.82	50,392.65	605.17	

Snyder & Associates, Inc.

301-6.6020-6762-102 0<del>02/6 208</del>0 Initials *Q GA*EXP. *A6 I S* Vender # \_\_\_\_ Date Rec. 4-//-/3 Due Date \_\_\_\_\_ inv # \_\_\_\_

REMIT TO: SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD. - PO BOX 1159 - ANKENY, IA 50023

(515) 964-2020 email: ar@snyder-associates.com Federal E.I.N. 42-1379015

Invoice



CONFLUENCE 1300 Walnut Street, Suite 200 Des Moines, Iowa 50309 www.thinkconfluence.com TEL 515-288-4875 / FAX 515-288-8359

**Brent Hinson** 

January 30, 2013

City of Washington

Project No:

10017IC

215 E Washington Street Washington, IA 52353 Invoice No:

9774

•

Project

10017IC

Washington Wellness Park Master Plan

Professional Services from December 11, 2012 to January 10, 2013

**Professional Personnel** 

	Hours	Rate	Amount	
Principal	4.00	135.00	540.00	
Landscape Architect Intern II	49.75	65.00	3,233.75	
Draftsperson	4.00	50.00	200.00	
Project Manager	.25	85.00	21.25	
Totals	58.00		3,995.00	
Total Labor				3,995.00
Consultants				
Shoemaker & Haaland Professional Enginee			5,165.75	
Total Consultants			5,165.75	5,165.75
Billing Limits	Current	Prior	To-Date	
Labor	3,995.00	5,001.25	8,996.25	
Limit			10,000.00	
Remaining			1,003.75	
10 PA				

5,165.75

INVOICE TOTAL
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5,947.00

8,500.00

2,553.00

781.25

\$9,160.75

**Billings to Date** 

Consultants

Limit

Remaining

	Current	Prior	Total	Received
Labor	3,995.00	5,001.25	8,996.25	
Consultant	5,165.75	781.25	5,947.00	
Expense	0.00	181.13	181.13	
Totals	9,160.75	5,963.63	15,124.38	0.00

# **Outstanding Invoices**

Number	Date	Balance
9673	12/6/2012	5,963.63
Total		5,963.63

Total With Outstanding Invoices \$15,124.38

Invoice



CONFLUENCE 1300 Walnut Street, Suite 200 Des Moines, Iowa 50309 www.thinkconfluence.com TEL 515-288-4875 / FAX 515-288-8359

Dave Plyman

December 06, 2012

City of Washington

Project No:

10017IC

215 E Washington Street

Invoice No:

9673

Washington, IA 52353

Project

10017IC

Washington Wellness Park Master Plan

Professional Services from October 11, 2012 to November 10, 2012

**Professional Personnel** 

	Hours	Rate	Amount
Principal	6.00	135.00	810.00
Landscape Architect Intern II	55.25	65.00	3,591.25
Landscape Architect Intern I	10.00	60.00	600.00
Totals	71.25		5,001.25
Total Labor			

Consultants

Shoemaker &	& Haaland	l Professional	Enginee	
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781.25

Total Consultants 781.25 781.25

Reimbursable Expenses

Travel - Direct	36.23
Consultant Reimbursable Expenses	3.45
Other Project Expenses	55.34
Total Reimbursables	95.02

In-House Expense Billing

11x17 Black and White Print

11x17 Color Print

Bond Plotting by the SF

86.11

95.02

5,001.25

Billing Limits	Current	Prior	To-Date
Labor	5,001.25	0.00	5,001.25
Limit			10,000.00
Remaining			4,998.75
Consultants	781.25	0.00	781.25
Limit			8,500.00
Remaining			7,718.75

INVOICE TOTAL

\$5,963.63

**Billings to Date** 

	Current	Prior	Total	Received
Labor	5,001.25	0.00	5,001.25	
Consultant	781.25	0.00	781.25	
Expense	181.13	0.00	181.13	
Totals	5,963.63	0.00	5,963.63	0.00



# Invoice

Date	Invoice #
3/29/2013	6670

700 16th Street NE, Suite 301 Cedar Rapids, IA 52402

Phone #	Fax #
319-365-9941	319-365-9981

Bill To	
CITY OF WASHINGTON	
PO BOX 516	
WASHINGTON IA 52353	

Approved by:

Quantity	Description	Rate	Amount
	CDBG HOUSING REHAB DIRECT ADMINISTRATION REHAB CONSTRUCTION	46.00 46.00	1,426.00 552.00
	·		
Please remit payme	ent within 30 days.	Total	\$1,978.00

# License Application (LC0039133

Applicant

Name of Applicant:

JARON PRICE, LLC

Name of Business (DBA):

JP's 207

Address of Premises:

207 W Main Street

City: Washington

County: Washington

Zip: 52353

**Business Phone:** 

(319) 321-5365

Mailing Address:

207 W Main Street

City: Washington

State: IA

Zip: 52353

# Contact Person

Name: Jaron P Rosien

Phone: (319) 321-5365

Email Address:

jaron.jps207@gmail.com

Classification: Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 05/01/2013 Expiration Date: 04/30/2014

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

# Status of Business

BusinessType:

Limited Liability Company

Corporate ID Number:

432732

Federal Employer ID # 45-4735729

# Ownership

Jaron P Rosien

First Name: Jaron P

Last Name: Rosien

City: Washington

State: lowa

Zip: 52353

Position Manager

% of Ownership 100.00 %

U.S. Citizen

# Insurance Company Information

Insurance Company:

Founders Insurance Company

Policy Effective Date: 05/01/2013

Policy Expiration Date: 05/01/2014

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

**Outdoor Service Expiration Date:** 

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

INVOICE

**Washington County Auditor** 

Washington County Courthouse

PO Box 889 222 West Main Street Washington, Iowa 52353

Phone 319-653-1177 Fax 319-653-7788

TO Washington Police Department 215 East Washington Street

Washington, IA 52353

319-653-2256

4/2/13

TASK FORCE GRANT FY 13

Washington Politic Portron.

Youg

INVOICE # 2013-2 DATE: APRIL 2, 2013

COPY

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Byrne - Justice Assistance Task Force Grant Funding Match	\$10,143.18	\$10,143.18
		001-6-1010- ? EXP	nitials
		Due Date	Date Rec.
		TOTAL	\$10,143.18

# WWTP report for April 17, 2013 Council Meeting

- After hour alarm and dog call outs
  - 4<sup>th</sup> dog call, Safety Center reported a dog to be picked up at the Center, 7:00 p.m. Jason
  - 5<sup>th</sup> dog call, Safety Center reported a dog in 700 Block North 5<sup>th</sup>, 6:30 p.m. Jason
  - 6<sup>th</sup> dog call, Safety Center reported dog to be picked up. Owner found, 12:00 p.m. Jason
  - 7<sup>th</sup> dog call, Public reported dog to be picked up on South E Ave, 6:30 p.m. Jason
  - 8<sup>th</sup> WWTP, SBR #1 VFD alarm, 10:28 p.m. Danny
  - 9<sup>th</sup> WWTP, upstream stair screen high water alarm, 4:54 a.m. Danny
  - 10<sup>th</sup> Lexington Blvd lift station, high water alarm, 10:23 p.m. Danny
  - 11<sup>th</sup> dog call, Safety Center reported dog to be picked up at Center, Jason
- **Dept Head meetings** I attended the meeting on the 16<sup>th</sup>.
- Insurance meeting Jason and I attended the insurance meeting at the library on the 10<sup>th</sup>
- SASSO safety meeting Danny attended the meeting on the 8<sup>th</sup>. The topics were Flagger and work zone safety. Jason and I were unable to attend.
- West EQ basin The basin filled to a level of 9.1' during the recent rains. Bypassing over the overflow outlet starts at 14.0'. We started pumping EQ contents back through the WWTP for treatment on the 12<sup>th</sup>.
- East EQ basin We got the wet well isolated to keep the water out so GRIDOR can replace the pump guide rails. This was a challenge since none of the valves that shut flow off to the wet well work. There is about 1.5' of solids in the wet well M/C will vacuum these solids out with their vac trailer so GRIDOR can bolt the guide rails to the floor. We were having problems with pump #1 at this location when we were trying to pump it down. Jason pulled the pump on the 11<sup>th</sup> and found that a big rock got sucked into the pump and was stuck in the impeller. This caused the pump to only pump a minimal amount of water. He removed the rock and pumps like it should now.
- SBR Decanter motor problems The new motor showed upon the 3<sup>rd</sup> and it was installed that afternoon. We cycled it overnight to make sure it would keep running. On April 4<sup>th</sup> we put the fourth and final SBR basin in service. We're now operating all four (4) SBR basins. GRIDOR gave us the decanter motor that was replaced with a new one. We took it to Electric Motors of Iowa City to be rebuilt so we have a spare motor on hand. The estimated cost for the rebuild was \$550 compared to \$2,800 for a new one.
- WWTP The painting contractor has been at the WWTP finishing up items that were on the punch list. GRIDOR, PRICE, BRECKE, GIESE, and JETCO have also been here to work on punch list items. Tree Committee will be here on the 20<sup>th</sup> to plant trees around new WWTP site.
- Lexington Blvd lift station Pump #1 (MYERS 25 HP) quit pumping on the 11<sup>th</sup>. Jason and Danny pulled this pump on the 11<sup>th</sup>. Jason took it up to Electric Motors of Iowa City on the 12<sup>th</sup> for repairs.
- WWTP March 2013 MOR Average daily flow 2.71 million gallons (mg), maximum daily flow 4.95 mg, minimum daily flow 1.34 mg. One (1) bypass event to report for March 2013. The bypass occurred on March 11 & 12, 2013. This is a NPDES discharge permit violation. FOX Engineering and I submitted letters to IDNR Field Office #6 addressing this bypass event. Copies available upon request.

### CBOD5 Removal 85% required result = 93.3 %

Influent CBOD5 monthly average = **53.9** mg/L Effluent CBOD5 monthly average = <3.6 mg/L

result = 92.9 %

TSS Removal 85 % required result Influent TSS monthly average = 122.7 mg/L Effluent TSS monthly average = <8.7 mg/L

Yard Waste Center – Has been very busy this spring. We'll be open from 7:00 a.m. to 10:00 a.m. on Saturday mornings during the month of May 2013.

> Fred E. Doggett 4/12/2013 3:09 PM

# **CLAIM REPORT - APRIL 17,2013**

POLICE	ACE-N-MORE	SUPPLIES	3.49
TOLICE	ARAMARK UNIFORM SERV INC.	SERVICE	174.10
	ARNOLD MOTOR SUPPLY	PARTS	548.35
	COBB PETROLEUM	FUEL	3,978.96
	DIGITAL ALLY	MIRROR	395.00
	EMBROIDERY BARN	SERVICE	142.50
	FELD FIRE	FILTERS	61.00
	GALL'S INC.	EQUIPMENT	303.69
	GREINER DISCOUNT TIRES	SERVICE	11.00
	IOWA NAFTO	CLASS REG.	400.00
	MID-STATES ORGANIZED CRIME	MEMBERSHIP FEES	150.00
	MOORE'S BP AMOCO INC	CAR WASHES	30.00
	QUILL	RECORDING MEDIA	49.98
	SADLER POWER TRAIN	PARTS AND SUPPLIES	752.73
	SEE, RON	CONF, MEALS, LODGING	526.38
	SITLER'S SUPPLIES INC.	BATTERIES	59.50
	ULTRAMAX	SUPPLIES	396.00
	VERIZON WIRELESS	WIRELESS SERVICE	1,171.10
	VISA	SOFTWARE, PAPER, MEALS, GL	296.66
	WASH CO AUDITOR	TASK FORCE GRANT FUND	10,143.18
	WASHINGTON KIWANIS CLUB	ELLINGSON- DUES/MEMBERSHIP	79.75
	WINDSTREAM IOWA COMMUN	SERVICE	305.97
		TOTAL:	19,979.34
FIRE	ACE-N-MORE	SUPPLIES	14.99
	ALLIANT ENERGY	SERVICE	1,906.32
	COBB PETROLEUM	FUEL	239.90
	FIRE ENGINEERING	RENEWAL	29.00
	GLANDON'S WESTSIDE SERVICE	GAS	17.80
	VERIZON WIRELESS	WIRELESS SERVICE	61.15
	WASH CO AMBULANCE	DEFIB PADS	45.00
		TOTAL:	2,314.16
DEVELOP SERV	ACE-N-MORE	SUPPLIES	119.98
DEVELOT SERV	BRUNS, DAVID	MILEAGE REIMB	75.15
	CAPPS HOME REPAIR	SNOW REMOVAL	313.00
	COBB PETROLEUM	FUEL	82.72
	IMPRESSIONS COMPUTERS	SERVICE	84.48
	MIKE RODER	ICE/ SNOW REMOVAL	50.00
	VERIZON WIRELESS	WIRELESS SERVICE	171.86
	VISA	COMPUTER, BACKUP, PARTS	1,398.57
	1571	TOTAL:	2,295.76
		- 0	_,,_
LIBRARY	ALLIANT ENERGY	SERVICE	19.95
	AMAZON	LIB MATERIALS AND SUPPLIES	1,914.03
	AUDIOGO	WESTERNS	224.52
	BAKER & TAYLOR	BOOKS	1,335.34
	CINTAS CORP LOC. 342	SERVICE	40.00
	EBERT SUPPLY CO.	SUPPLIES	160.09
	KONE INC.	ELEVATOR MAINTENANCE	801.40
	MICRO MARKETING ASSOC	BOOK	18.75
	PROQUEST LLC	GENEALOGY DATABASE	1,970.00
	STAPLES ADVANTAGE	TONER	63.00
	TAGLAUER, BILLIE	CLEANING FOR MARCH	1,040.00

PARKS	TECHNOLOGY SERVICES OF IA TUMBLEWEED PRESS INC. VISA WEIDNER, JOLISA WINDSTREAM IOWA COMMUN ACE-N-MORE	MAC CONTRACT SUBSCRIPTION POSTAGE, CRAFT SUPP, DISPL REIMBURSEMENT SERVICE TOTAL: SUPPLIES	122.50 200.00 239.96 47.46 51.90 <b>8,248.90</b>
	ACTION SERVICES INC BRUTY BUILDING SUPPLY COBB PETROLEUM KLEOPFER LAWN CARE KUNZ, DAVID REED, DONIELLE SMITH TREE SERVICE TOWNER, PAUL VERIZON WIRELESS WINDSTREAM IOWA COMMUN	SERVICE MATERIALS FUEL SERVICE REPLACE LOST CHECK REPLACE LOST CHECK SERVICE REPLACE LOST CHECK WIRELESS SERVICE SERVICE TOTAL:	390.00 83.32 190.26 120.00 75.75 75.75 85.00 111.10 27.46 58.72 1,248.14
POOL	WINDSTREAM IOWA COMMUN	SERVICE TOTAL:	65.08 65.08
CEMETERY	ACE-N-MORE GREENLINE DISTRIBUTORS LLC. JOHN DEERE FINANCIAL O'REILLY AUTOMOTIVE INC WINDSTREAM IOWA COMMUN	SUPPLIES PARTS PARTS PARTS SERVICE TOTAL:	6.50 704.56 19.68 5.60 124.70 <b>861.04</b>
FINAN ADMIN	CINTAS CORP LOC. 342 GOOGLE INC IMPRESSIONS COMPUTERS KCII PERSONNEL CONCEPTS QUILL SCHUMACHER SHEPHERD JR, ROBERT VERIZON WIRELESS VISA WALKER'S OFFICE SUPPLIES WASH COUNTY MINIBUS WASHINGTON BETTERMENT WINDSTREAM IOWA COMMUN	SERVICE SERVICE SERVICE ADVERTISING HIPPA MANUAL/POSTERS SUPPLIES SERVICE MILEAGE REIMBURSEMENT WIRELESS SERVICE REG, CONFERENCE, MEALS COPY PAPER, DESK MAT APRIL - LOST 2013 CONFERENCE FEES SERVICE TOTAL:	110.82 164.59 84.47 137.60 332.18 33.48 351.90 172.33 112.29 117.96 325.22 13,324.50 56.50 657.46 <b>15,981.30</b>
AIRPORT	ALLIANT ENERGY MAXTED, MIKE MIKE'S LAWN CARE VERIZON WIRELESS WINDSTREAM IOWA COMMUN	SERVICE JAN, FEB, MARCH MGRS CONTR SERVICE WIRELESS SERVICE SERVICE TOTAL:	727.98 2,520.00 125.00 27.46 211.84 <b>3,612.28</b>
ROAD USE	ARNOLD MOTOR SUPPLY BRUTY BUILDING SUPPLY CENTRAL IOWA DISTRIBUTING COBB PETROLEUM	PARTS MATERIALS SUPPLIES FUEL	252.49 56.92 266.20 1,406.29

	GIERKE ROBINSON GREINER DISCOUNT TIRES	MATERIALS TIRES	1,354.41 100.00
	HIWAY SERVICE CENTER	PARTS	62.65
	JIM'S SMALL ENGINE REPAIR	SERVICE	44.00
	JOHN DEERE FINANCIAL	PARTS	68.15
	KIMBALL MIDWEST	SUPPLIES	78.31
	LAWSON PRODUCTS INC	MISC PARTS	337.13
	MARIE ELECTRIC INC.	REPAIR LIGHTS	284.83
	MIKE SHIRKEY	SIDEWALK - REIMBURSEMENT	113.22
	PRO-AG BUILDERS	POLY SHEET	74.03
	RIVER PRODUCTS WASH CO. TREASURER	CONCRETE SAND ROAD SALT	95.92 1,332.00
	WASH CO. TREASURER	TOTAL:	5,926.55
		TOTAL.	5,720.55
HOUSING REHAB	STATE HYGIENIC LAB	TESTS	130.00
		TOTAL:	130.00
CAPITAL PROJ	IA DEPT OF TRANSPORTATION	MATERIAL TESTING	389.36
		TOTAL:	389.36
TREE COMM	CUSTOM IMPRESSIONS INC	SIGNS - TREE COMM	105.75
	IGRAPHIX, INC	INFO. SHEETS - TREE COMM	67.50
	JIM BLAKENEY	REIMBURSEMENT - TREE COMM	54.55
		TOTAL:	227.80
WATER PLANT	COBB PETROLEUM	FUEL	74.45
	FERGUSON WATERWORKS	METERS	2,100.84
	HAWKINS INC.	CHEMICALS	2,262.33
	JENNINGS, ELAINE	JENNINGS, ELAINE	27.69
	STATE HYGIENIC LAB	WATER TESTING	88.00
	TOTAL FILTRATION SYSTEM VERIZON WIRELESS	FILTERS WIRELESS SERVICE	919.64 51.15
	VISA	COMPUTER, BACKUP, PARTS	109.00
	WINDSTREAM IOWA COMMUN	SERVICE	49.41
		TOTAL:	5,682.51
WATER DISTR	ACE-N-MORE	SUPPLIES	35.22
	COBB PETROLEUM	FUEL	769.32
	IOWA ONE CALL	LOCATES	42.70
	VERIZON WIRELESS	WIRELESS SERVICE	120.16
	VISA	CLASSES AND CLINICS & HEAD	990.00
	WINDSTREAM IOWA COMMUN	SERVICE	184.42
		TOTAL:	2,141.82
SEWER PLANT	ALLIANT ENERGY	SERVICE	8,752.93
	CENTRAL IOWA DISTR	CHEMICALS	285.20
	COBB PETROLEUM	FUEL	239.90
	O'REILLY AUTOMOTIVE INC TESTAMERICA LAB	PARTS TESTING	40.98 567.94
	VERIZON WIRELESS	WIRELESS SERVICE	136.86
	WINDSTREAM IOWA COMMUN	SERVICE	277.06
		TOTAL:	10,300.87
SEWER COLLECT	ARNOLD MOTOR SUPPLY	PARTS	490.00
	COBB PETROLEUM	FUEL	1,290.48
	LAWSON PRODUCTS INC	PART	337.86
	VERIZON WIRELESS	WIRELESS SERVICE	102.30

	VISA	CLASSES AND CLINICS & HEAD	86.99
		TOTAL:	2,307.63
SANITIATION	SHIPLEY, DAVID	GARBAGE STICKER REFUND	50.00
	VISA	COMPUTER, BACKUP, PARTS	114.84
		TOTAL:	164.84
		TOTAL:	81,877.38

# CITY OF WASHINGTON, IA MONTH-TO-DATE TREASURERS REPORT MARCH, 2013

	03/01/2013					03/31/2013
	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	89,999.38	203,127.72	_	258,947.57	16,870.10	51,049.63
002-AIRPORT FUND	106,047.09	33,448.16	_	12,543.35	10,070.10	126,951.90
110-ROAD USE	686,545.96	76,492.29	_	64,538.51	3,021.67	701,521.41
112-EMPLOYEE BENEFITS	8,085.32	11,770.24	_	-	5,021.07	19,855.56
114-EMERGENCY LEVY	740.68	1,054.11	_	_	_	1,794.79
121-LOCAL OPTION SALES TAX	-	53,297.98	_	53,297.98	_	-
125-URBAN RENEWAL AREA #1	(259.20)	33,237.30	_	-	_	(259.20)
129-URBAN RENEWAL AREA #3C	19,924.91	138.21	_	-	_	20,063.12
132-URBAN RENEWAL AREA #5	13,393.93	-	_	-	_	13,393.93
145-HOUSING REHABILITATION	(34,594.30)	15,860.00	_	2,476.00	_	(21,210.30)
146-LMI TIF SET-ASIDE	25,057.24		_	-,	-	25,057.24
200-DEBT SERVICE	320,418.34	15,252.91	_	-	-	335,671.25
300-CAPITAL EQUIPMENT	231,571.43	1,100.00	_	-	-	232,671.43
301-CAPITAL PROJECTS FUND	2,155,030.96	89,435.56	_	54,657.49	-	2,189,809.03
303-WWTP CAPITAL PROJ FUND	33,099.87	100,000.00	_	116,517.42	-	16,582.45
305-RIVERBOAT FOUND CAP PROJ	258,934.21	107,571.53	_	-	-	366,505.74
308-INDUSTRIAL DEVELOPMENT	51,258.40	31,629.65	_	-	-	82,888.05
520-DOG PARK	6,944.87	-	-	-	-	6,944.87
530-TREE COMMITTEE	9,832.86	770.00	-	909.73	-	9,693.13
540-POLICE FORFEITURE	680.55	1,941.60	-	-	-	2,622.15
550-PARK GIFT	203,063.85	0.19	-	-	-	203,064.04
570-LIBRARY GIFT	40,516.85	288.50	-	895.13	-	39,910.22
590-CABLE COMMISSION	11,418.04	-	-	-	-	11,418.04
600-WATER UTILITY	450,733.25	115,422.62	-	76,706.33	3,747.86	493,197.40
601-WATER DEPOSIT FUND	10,055.00	2,250.00	-	605.00	-	11,700.00
610-SANITARY SEWER	1,873,937.40	176,406.18	-	85,201.01	4,907.31	1,970,049.88
670-SANITATION	74,479.58	22,497.81	-	20,309.99	-	76,667.40
910-LIBRARY TRUST	218,104.83	13.75	-	-	-	218,118.58
950-SELF INSURANCE	20,696.44	-	-	1,658.18	-	19,038.26
951-UNEMPLOYMENT SELF INS	1,233.00	-	-	-	-	1,233.00
TOTAL BALANCE	6,886,950.74	1,059,769.01	-	749,263.69	(28,546.94)	7,226,003.00
Cash in Bank - Pooled Cash				Interest Rate		
Wash St. Bank - Operating Account		196,603.73	(1)	0.01%		
Cash in Drawer		350.00				
Wash St Bank - MM		256,179.41		0.01%		
Wash St Bank - CD		4,711.35		???		
Federation Bank - Utility Account		-				
Investment in IPAIT		6,283,784.69		0.01%		
Wash St Bank - Library Acct		167,178.57		0.01%		
Wash St - Farm Mgmt Acct		67,195.25				
Wash St Bank - CD - 03/12/13	_	250,000.00		0.45%		
TOTAL CASH IN BANK	_	7,226,003.00				
(1) Washington State Bank		270,832.25				
Outstanding Deposits & Checks	_	(74,228.52)				

196,603.73

# CITY OF WASHINGTON, IA YEAR-TO-DATE TREASURERS REPORT MARCH, 2013

FUND	07/01/2012 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	03/31/2013 ENDING CASH BALANCE
001-GENERAL FUND	277,207.22	2,350,832.75	_	2,581,941.43	4,951.09	51,049.63
002-AIRPORT FUND	95,605.00	313,205.40	-	281,858.50	4,531.05	126,951.90
110-ROAD USE	617,233.39	678,768.70	-	594,690.48	209.80	701,521.41
112-EMPLOYEE BENEFITS	017,233.39	341,400.22	-	321,544.66	209.80	19,855.56
114-EMERGENCY LEVY	_	29,636.85		27,842.06	_	1,794.79
121-LOCAL OPTION SALES TAX	- -	556,739.34		556,739.34	_	1,734.73
125-URBAN RENEWAL AREA #1	0.32	25,924.86		26,184.38	_	(259.20)
129-URBAN RENEWAL AREA #3C	0.32	20,618.12		555.00	_	20,063.12
131-URBAN RENEWAL AREA #4	_	873.64		873.64	_	20,003.12
132-URBAN RENEWAL AREA #5	_	18,054.27		4,660.34	_	13,393.93
134-URBAN RENEWAL AREA #7	_	6,412.85		6,412.85	_	13,393.93
145-HOUSING REHABILITATION	-	109,138.00	-	130,348.30	-	(21,210.30)
	22,967.76	•	-		-	
146-LMI TIF SET-ASIDE	,	2,089.48	-	- 260 706 06	-	25,057.24
200-DEBT SERVICE	-	704,458.21	-	368,786.96	-	335,671.25
300-CAPITAL EQUIPMENT	231,701.43	1,100.00	-	130.00	-	232,671.43
301-CAPITAL PROJECTS FUND	2,013,877.04	1,440,377.95	-	1,264,445.96	-	2,189,809.03
303-WWTP CAPITAL PROJ FUND	12,063.00	1,992,681.59	-	1,988,162.14	-	16,582.45
305-RIVERBOAT FOUND CAP PROJ	332,266.37	324,199.84	-	289,960.47	-	366,505.74
308-INDUSTRIAL DEVELOPMENT	49,051.26	56,946.10	-	23,109.31	-	82,888.05
510-MUNICIPAL BAND	1,000.00	200.00	-	1,200.00	-	-
520-DOG PARK	6,995.80	455.20	-	506.13	-	6,944.87
530-TREE COMMITTEE	4,999.92	7,735.00	-	3,041.79	-	9,693.13
540-POLICE FORFEITURE	680.55	1,941.60	-	-	-	2,622.15
550-PARK GIFT	207,536.87	2,101.88	-	6,574.71	-	203,064.04
570-LIBRARY GIFT	45,348.66	19,801.33	-	25,239.77	-	39,910.22
590-CABLE COMMISSION	-	11,418.04	-	-	- (	11,418.04
600-WATER UTILITY	294,974.16	1,140,987.89	-	940,723.40	(2,041.25)	493,197.40
601-WATER DEPOSIT FUND	-	20,780.00	-	9,080.00	-	11,700.00
610-SANITARY SEWER	1,469,521.83	1,533,566.68	-	1,034,213.58	1,174.95	1,970,049.88
670-SANITATION	34,516.08	246,913.03	-	204,761.71	-	76,667.40
910-LIBRARY TRUST	218,220.67	136.68	-	238.77	=	218,118.58
950-SELF INSURANCE	13,000.74	27,483.00	-	21,445.48	-	19,038.26
951-UNEMPLOYMENT SELF INS	-	1,976.00	-	743.00	-	1,233.00
TOTAL BALANCE	5,948,768.07	11,988,954.50	-	10,716,014.16	(4,294.59)	7,226,003.00
Cash in Bank - Pooled Cash				Interest Rate		
Wash St. Bank - Operating Account		196,603.73	(1)	0.01%		
Cash in Drawer		350.00				
Wash St Bank - MM		256,179.41		0.01%		
Wash St Bank - CD		4,711.35		???		
Federation Bank - Utility Account		, - -				
Investment in IPAIT		6,283,784.69		0.01%		
Wash St Bank - Library Acct		167,178.57		0.01%		
Wash St - Farm Mgmt Acct		67,195.25				
Wash St Bank - CD - 03/12/13		250,000.00		0.45%		
TOTAL CASH IN BANK	- -	7,226,003.00				
(4)	_	070.000.00				
(1) Washington State Bank		270,832.25				
Outstanding Deposits & Checks	_	(74,228.52)				

196,603.73

# A RESOLUTION APPROVING THE SITE PLAN FOR THE KIRKWOOD COMMUNITY COLLEGE WASHINGTON REGIONAL EDUCATION CENTER

WHEREAS, Kirkwood Community College has filed a Site Plan for its proposed facility on Lexington Boulevard as required under Chapter 164 of the Washington Code of Ordinances; and

WHEREAS, the City Engineer has reviewed said Site Plan; and

WHEREAS, following recommended adjustments made by the developer, the Planning & Zoning recommended to the City Council the approval of said Site Plan:

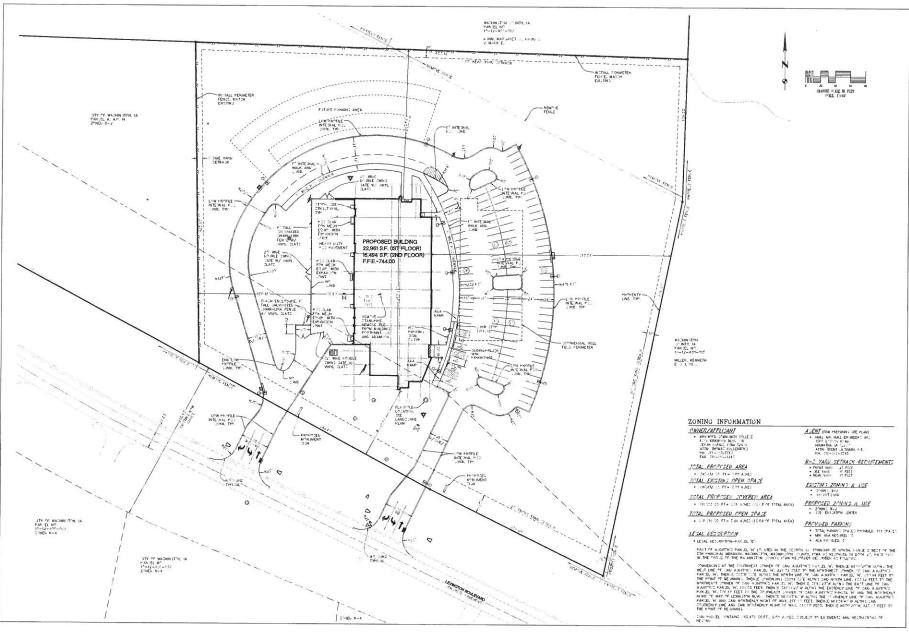
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. Said Site Plan is hereby approved by the City Council with the following variances:

1. Landscaping is approved as shown on the site plan.

PASSED AND APPROVED this 17<sup>th</sup> day of April, 2013.

ATTEST:	Sandra Johnson, Mayor
Illa Earnest, City Clerk	





OPN ARCHITECTS, INC. 200 FIFTH AVE. SE, SUITE 191
GEDAR RAPIDS, IA CHO1
319/051-6018 PHONE
319/053-7349 FAX
www.opharchitests.com
oph@colarchitects.com

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KIRKWOOD COMMUNITY COLLEGE

KIRKWOOD WASHINGTON COUNTY REGIONAL EDUCATION CENTER



HALL AND HALL ENGINEERS

LANDSCAPE ARCHITECT HALL SITCH HALL EMSINGERS, IN

MCCHARGAL ENGINEER
DETOUN EN ANEERA P.C.

PLUMOING ENGINEER P.C.

ELECTRICAL ENGAGER
DESIGN PROMETER P.C.

TROUGH GOV ENGINEER LICEREN EN INECKEL P.C.

1011 CORET 10.15.12 15% REVIEW SET 12: 19: 12 02 22 19

CONSTRUCTION DOCUMENTS

SITE LAYOUT PLAN

C100















WASHINGTON COUNTY REGIONAL CENTER
KIRKWOOD COMMUNITY COLLEGE
WASHINGTON, IOWA



# **Brent Hinson**

From:

Mary Patterson

Sent: To: Friday, March 29, 2013 10:47 AM

Cc: Subject: Brent Hinson Sandra Johnson Grant Prospects

Brent,

I need to chat with you for a few minutes regarding a possible HRDP grant application for historic preservation. I included an estimated amount for the upcoming budget year in the figures I gave you at budget time, and I understand that was approved.

My question is this ~ should I talk with the council soon about the overall plan? We want to apply for a 2.5 year grant for intensive research on the west side residential neighborhood, boundaries are Avenue B west on Main, Washington, and Jefferson to and including Sunset Park.

The grant application is due no later than May 15, 2013. The time line begins July 1, 2013, and ends Dec. 31, 2015. At the time the city budget was approved, I did not have a solid budget for the project, but now I do. My \$2,000 estimate was reasonable and is fine for 2013-14. There would need to be another \$2,900 for the following budget year, and the catch is that once we have been granted the funds and entered into contract with a consultant, we must finish, so it's really a two budget commitment.

### FYI

On a different grant matter, I have started preparing the final report for our 2011HRDP grant which paid for much of the downtown NRHP nomination, so the balance of that grant should be here before the end of this budget year. It will be around \$10,000 to reimburse the city for funds already spent on the project. (No, this is not the log cabin grant.)

Perhaps I've explained enough that we don't need to talk face to face. Let me know if you have questions.

Mary



205 West Main Street • Washington, IA 52353 • (319) 653-3272 • Fax (319) 653-5805

April 10, 2013

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

Dear Council Members,

The Washington Chamber of Commerce is in full swing to plan the 66<sup>th</sup> Ridiculous Day that has become tradition in downtown Washington. Ridiculous Day was originally a retail activity that has been planned and implemented by the Chamber of Commerce. In 2012, we were greatly excited to see its return to the Chamber. The event had great success with 90+ parade entries, 100 ducks floating in the fountain, 30 princess contestants, 24 participating businesses and over 140 volunteers!

This year the Washington Chamber of Commerce will partner with Washington area merchants in efforts to capture the essence of the 1<sup>st</sup> Ridiculous Day, focusing on BIG sales and BIG fun. We are working with county partners to ensure a collaborate event for our region. We will invite businesses throughout the city to fill the downtown sidewalks with sales and informational booths. Businesses and service clubs representing the entire community of Washington will have an opportunity to reach a new audience. Sidewalks filled with businesses will attract new visitors and tourists to downtown Washington and, of course, help to make the cash register ring.

In order for this year's Ridiculous Day to be a success we ask for your help. The Washington Chamber of Commerce requests that you block parking on the exterior traffic stalls (near sidewalk) and the center parking closest to the sidewalk around the square on Saturday, June 1<sup>st</sup>, for a safe and fun parade. We also ask to block parking on Washington Boulevard from S Avenue B to S Avenue F for parade line-up. Please see the attached map for the parade route and parking areas that we request to be blocked.

The parade route in 2013 is the same successful route used in previous years. As we have done in the past the Washington Chamber of Commerce will coordinate the street closures and blocked parking with the Washington Police Department. Any logistical concerns will be addressed by the Chamber Retail Committee prior to the event's start.

Thank you for your time and consideration in helping to make a successful Ridiculous Day!

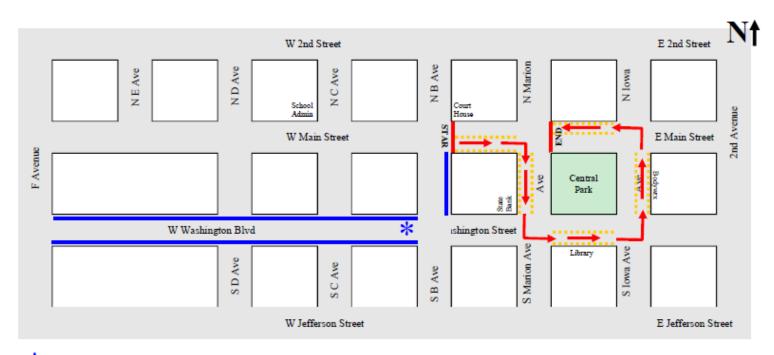
Sincerely,

Dean Kurtz Retail Committee Chair

Dean of Kurtz

Michelle Peiffer
Executive Director





- Parade Entry Registration
- Parade Line Up (parking reserved 12pm-2pm)
- → Parade Route
- ..... Reserved Parking (12pm—2pm)

Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Craig Arbuckle, City Attorney



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

### **Memorandum**

April 12, 2013

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

From: Brent Hinson

City Administrator

Re: Police RMS System

As the Council is aware, we have been working towards a new Police Records Management System in cooperation with Washington County for the last several months. The RMS is the information technology system that underpins all of the activities performed by the Washington County Sheriff's Office (hereafter "WCSO"), the Washington PD (hereafter "WPD") and the Washington County Communications Center. The process started with research on six vendors. From this list, the WCSO and WPD selected two vendors to meet with based on research and feedback from other law enforcement entities. I was involved in the process of interviewing those two firms last October and November, and it was clear that the vendor of choice for all involved was TAC 10, Inc. from Cedar Falls. Since that time, we've been negotiating with TAC 10, and have now reached what we believe is an equitable settlement on the up-front charges as well as the annual maintenance costs.

We have also spent a fair amount of time figuring out how to divide the costs between the WCSO and WPD. For the up-front costs, we agreed to split the cost based on the number of actual users where applicable, on a 60% (WCSO)-40% (WPD) basis in manners concerning the Comm Center, and on a 50-50 basis on TAC 10's installation & training. The City's share of the up-front cost will be \$62,329.98. As we discussed during budget, we will plan to finance this with a municipal lease over the next five years. This up-front cost actual comes in well under the \$75,000 we assumed at budget time.

Based on the software modules we're having installed, the WCSO share of the annual maintenance contract comes out at around 59%, with the WPD obviously then being responsible for 41%. However, we are planning to have a single server and to have Tim Smit with the WCSO administer that server. This is really a much more efficient system

than each entity paying for its own system and having to maintain it. Therefore, we've given about a \$1,500 annual concession to the WCSO for Tim's services (this covers around 30-40 hours of Tim's time each year, which we think is fair). Therefore, the actual split on the annual maintenance cost will be 52.5% WCSO and 47.5% WPD. We also agreed to split the up-front cost for the server 50-50. This will be a very high-grade server with numerous redundancies to make sure that it can stand up to the flow of data we will have and to ensure minimal downtime. This server cost was not anticipated at the time of budget, but it should end up being manageable. We have figured for the purposes of the attached analysis that the server will cost \$20,000, with the City being responsible for half that cost, and will need to be replaced every five years. In reality, we hope to come in at a bit lower cost and the server may end up having a much longer lifespan than five years.

I look forward to our discussion of this issue.

Brent

# Washington-Washington County TAC 10 Proposal City Cost Breakdown

Estimated Total Due by FY	Server Cost	Annual Maintenance* FY13-14 Budget	Up-Front Cost FY13-14 Budget Assumption	Category
			\$62,329.98	Price w/Discount
\$34,684.81	\$10,000.00	\$10,879.88 \$10,000.00	\$13,804.93 <i>\$16,000.00</i>	Year 1 (FY13-14)
\$25,011.21 \$25,347.39		\$11,206.28 \$11,542.46	\$13,804.93 \$13,804.93 \$16,000.00 \$16,000.00	Year 2 (FY14-15)
\$25,347.39		\$11,542.46	\$13,804.93 <i>\$16,000.00</i>	Year 3 (FY15-16)
\$25,693.67		\$11,888.74	\$13,804.93 \$16,000.00	Year 4 (FY16-17)
\$26,050.33		\$12,245.40 \$12,612.76	\$13,804.93 \$16,000.00	Year 5 (FY17-18)
\$26,050.33 \$22,612.76 \$12,991.15	\$10,000.00		\$0.00 <i>\$0.00</i>	Year 6 (FY18-19)
\$12,991.15		\$12,991.15	\$0.00 \$0.00	Year 7 (FY19-20)

# Washington-Washington County TAC 10 Proposal Up-Front System Cost Breakdown

NCIC NCIC		CAD CAD	CAD		Jail Mgmt	Jail Mgmt Jail Mgmt		Civil Process	Civil Process Civil Process		Intel & Analysis		Records Mgmt Records Mgmt Records Mgmt	Category
								SS	SS SS		alysis		gmt gmt	
Limited Access Full Access		Backup Mapping Interface E911 Interface	Full		MugShot Camera	Per User Guardian Interface		QuickBooks Interface	Full Partial		Agency		Full Partial Evidence Tracking	User/License Type
2		1 2 1	2		<b>1</b> 4 <b>1</b> 4	1 6		Н	ב ב		1		16 12 2	Total User <u>Licenses</u>
1 1.2		0.6 1.2 0.6	1.2		₽ ₽	1 6		1	<b>ч</b> ч		0.5		9	WCSO Users
0.8	Ω	0.4 0.8 0.4	0.8	Jail Management Subtotals	0 0	0 0	Civil Proc	0	0 0	Intel & Analy	0.5	Records Mg	7 6 1	WPD Users
\$1,500.00 \$6,000.00	CAD Subtotals	\$4,000.00 \$4,500.00 \$4,000.00	\$27,500.00	ent Subtotals	\$6,000.00	\$17,500.00	Civil Process Subtotals	\$2,000.00	\$7,000.00 \$2,000.00	Intel & Analysis Subtotals	\$5,000.00	Records Mgmt Subtotals	\$39,600.00 \$13,200.00 \$7,400.00	Base Price
\$900.00 \$3,600.00	\$24,000.00	\$2,400.00 \$2,700.00 \$2,400.00	\$16,500.00	\$15,600.00	\$3,600.00	\$10,500.00	\$6,600.00	\$1,200.00	\$4,200.00 \$1,200.00	\$3,000.00	\$3,000.00	\$36,120.00	\$23,760.00 \$7,920.00 \$4,440.00	Price w/Discount
\$450.00 \$2,160.00	\$14,400.00	\$1,440.00 \$1,620.00 \$1,440.00	\$9,900.00	\$15,600.00	\$3,600.00	\$10,500.00	\$6,600.00	\$1,200.00	\$4,200.00 \$1,200.00	\$1,500.00	\$1,500.00	\$19,545.00	\$13,365.00 \$3,960.00 \$2,220.00	WCSO Share
\$450.00 \$1,440.00	\$9,600.00	\$960.00 \$1,080.00 \$960.00	\$6,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$1,500.00	\$1,500.00	\$16,575.00	\$10,395.00 \$3,960.00 \$2,220.00	WPD Share

# Washington-Washington County TAC 10 Proposal Up-Front System Cost Breakdown

	Services Services Services		Interfaces		Administration		Mobile Mapping		Mobile Data Mobile Data Mobile Data		Category
	Product Install/Config Product Training Project Management		TraCS Interface		n Administration				Server Mobile Dispatch Mobile- NCIC Ad		User/License Type
	Product Install/Configure Product Training Project Management		face		tion		Mobile AVL Integration		Server Mobile Dispatch Mobile- NCIC Add-on		ise Type
	<b>р</b> , <b>р</b> , <b>р</b> ,		22		2		22		1 22 22 22		Total User <u>Licenses</u>
Discou	0.5 0.5 0.5		10		1		10		0.5 10 10		WCSO Users
Services Subtotals Discount for Custom Development Up-Front System Totals	0.5 0.5 0.5	Interfa	12	Administration Subtota	1	Mobile Mapping Subtotals	12	Mobile D	0.5 12 12	z	WPD Users
	\$23,859.00 \$19,088.00 \$19,088.00	Interfaces Subtotals	\$4,650.00	ion Subtotals	\$8,500.00	ing Subtotals	\$3,350.00	Mobile Data Subtotals	\$7,000.00 \$12,500.00 \$5,175.00	NCIC Subtotals	Base Price
\$43,424.50 -\$5,000.00 <b>\$152,949.50</b>	\$16,701.30 \$13,361.60 \$13,361.60	\$2,790.00	\$2,790.00	\$5,100.00	\$5,100.00	\$2,010.00	\$2,010.00	\$14,805.00	\$4,200.00 \$7,500.00 \$3,105.00	\$4,500.00	Price w/Discount
\$21,712.25 -\$3,000.00 <b>\$90,619.52</b>	\$8,350.65 \$6,680.80 \$6,680.80	\$1,268.18	\$1,268.18	\$2,550.00	\$2,550.00	\$913.64	\$913.64	\$6,920.45	\$2,100.00 \$3,409.09 \$1,411.36	\$2,610.00	WCSO Share
\$21,712.25 -\$2,000.00 <b>\$62,329.98</b>	\$8,350.65 \$6,680.80 \$6,680.80	\$1,521.82	\$1,521.82	\$2,550.00	\$2,550.00	\$1,096.36	\$1,096.36	\$7,884.55	\$2,100.00 \$4,090.91 \$1,693.64	\$1,890.00	WPD Share

# Washington-Washington County TAC 10 Proposal Annual Maintenance Cost Breakdown

		Services Subtotals	Interfaces Subtotals	Admin Subtotals	Mobile Map Subtotals	Mobile Data Subtotals	NCIC Subtotals	CAD Subtotals	Jail Mgmt Subtotals	Civil Process Subtotals	Intel & Anz Subtotals	Records Management	Base Price
	\$157,949.50	\$43,424.50	\$2,790.00	\$5,100.00	\$2,010.00	\$14,805.00	\$4,500.00	\$24,000.00	\$15,600.00	\$6,600.00	\$3,000.00	\$36,120.00	Price w/Discount
	\$93,619.52	\$21,712.25	\$1,268.18	\$2,550.00	\$913.64	\$6,920.45	\$2,610.00	\$14,400.00	\$15,600.00	\$6,600.00	\$1,500.00	\$19,545.00	WCSO Share (System)
	\$64,329.98	\$21,712.25	\$1,521.82	\$2,550.00	\$1,096.36	\$7,884.55	\$1,890.00	\$9,600.00	\$0.00	\$0.00	\$1,500.00	\$16,575.00	WCSO Share Category (System) % of Total
<b>,</b> 0	100.00%	27.49%	1.77%	3.23%	1.27%	9.37%	2.85%	15.19%	9.88%	4.18%	1.90%	22.87%	18
% of Total	\$22,905.00	\$6,297.19	\$404.59	\$739.57	\$291.48	\$2,146.94	\$652.57	\$3,480.35	\$2,262.23	\$957.10	\$435.04	\$5,237.93	Annual Maint Share of Total
59.27%	\$13,576.21	\$3,148.60	\$183.91	\$369.79	\$132.49	\$1,003.57	\$378.49	\$2,088.21	\$2,262.23	\$957.10	\$217.52	\$2,834.31	WCSO Share by System %
40.73%	\$9,328.79	\$3,148.60	\$220.69	\$369.79	\$158.99	\$1,143.38	\$274.08	\$1,392.14	\$0.00	\$0.00	\$217.52	\$2,403.62	WPD Share by System %
52.50%	\$12,025.13 \$10,879.88	ě.											WCSO Share WPD Share Proposed Proposed by System % WCSO Share WPD Share
47.50%	\$10,879.88												Proposed WPD Share

Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Craig Arbuckle, City Attorney



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

### SIDEWALK CAFÉ LICENSE APPLICATION FORM

1.	Ap	pplicant Information:	2 ( ) 1		
	•	Restaurant Name & Addr	ess: Cafe Dad	14, 122 3.	TOWA AVE. WASHINGTO
	•	Liquor License No. (if app	licable): LC	20033534	
	•	Business Owner's Informa	ation  ams	Address: <u>135</u> E-mail: <u>lorra</u>	Green Meadous DR. Line@Cafedodici, com
2.	Ap	plication Checklist	Owner's Sub	<u>mittal</u>	Staff Review
	•	Application Fee (\$50)			
	•	Must submit Site Plan which meets ordinance guidelines Proof of Insurance Indemnification Form			
3.		(See Exhibit A) tement of Understanding	<i>(</i> ( )		
I he bee as a	reb n pro pro	y acknowledge the City of rovided a copy of the ordinal dition of continued enjoys pased temporary easement of the Williams	Washington sid ance and agree nent of said lice at terms in Exhi	to abide by the ense. I further a bit B of this app	listed rules & regulations



### CERTIFICATE OF LIABILITY INSURANCE

DODICI1

OP ID: DK

04/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PR	certificate holder in lieu of such endors	sement	t(s). Phone: 319-591-801	CONTACT	Freeman			-
	eeman Insurance - Washington			PHONE 240 2		FAX 240 054 0000		
Wa	4 S Iowa Ave ashington, IA 52353 ary L. Freeman		Fax: 319-591-8032	PHONE (A/C, No. Ext): 319-351-2244 FAX (A/C, No): 319-351-3230 E-MAIL ADDRESS:				
				INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
				INSURER A : Grinne	ll Mutual Ir	surance		
INS	Dodici, Inc. dba Cafe Dodici			INSURER B:				
	Lorraine Williams			INSURER C :				
	PO Box 406			INSURER D :				
	Washington, IA 52353			INSURER E :				
				INSURER F :				
			TE NUMBER:			REVISION NUMBER:		
C	THIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCH	PERTAII POLICIE	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPEC	AT	
INSR LTR	TYPE OF INSURANCE	ADDL SU INSR W	VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
Α	COMMERCIAL GENERAL LIABILITY	X	0000579255	12/01/2012	12/01/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	5,000
	X Business Owners					PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	s	2,000,000
	X POLICY PRO- JECT LOC					The second second for the second seco	\$	_,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO		0000579266	12/01/2012	12/01/2013	BODILY INJURY (Per person)	\$	1,000,000
	ALL OWNED SCHEDULED AUTOS						\$	
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE	\$	
						(Per accident)	\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE		
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION \$						\$	
	WORKERS COMPENSATION					WC STATU- OTH-	\$	
Α	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		0000579265	12/01/2012	12/01/2013			500,000
	(Mandatory in NH)	N/A	The second secon				\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE		500,000
A	Liquor Liability		0000579255	12/01/2012	12/01/2013	E.L. DISEASE - POLICY LIMIT  Occurence	\$	500,000
				12.01/2012	12/01/2010	8.0		1,000,000
						Aggregate		2,000,000
he The	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE Certificate Holder is an A a.	ES (Attac	ch ACORD 101, Additional Remarks : ional Insured for t	Schedule, if more space is he Outdoor Ser	required)			
CEF	RTIFICATE HOLDER			CANCELLATION				
			WASHI-7	CANCELLATION				
	City of Washington 215 E Washington St		WASHI-/	SHOULD ANY OF T THE EXPIRATION ACCORDANCE WIT	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL BI Y PROVISIONS.	NCELLEI E DELIV	D BEFORE /ERED IN
				AUTHORIZED REPRESENTATIVE				

Gary L. Freeman

Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Craig Arbuckle, City Attorney



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

### RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT Exhibit A

WHEREAS, the undersigned desires to maintain a sidewalk café (e.g. an outdoor dining seating area on a portion of the public sidewalk in the City of Washington; and

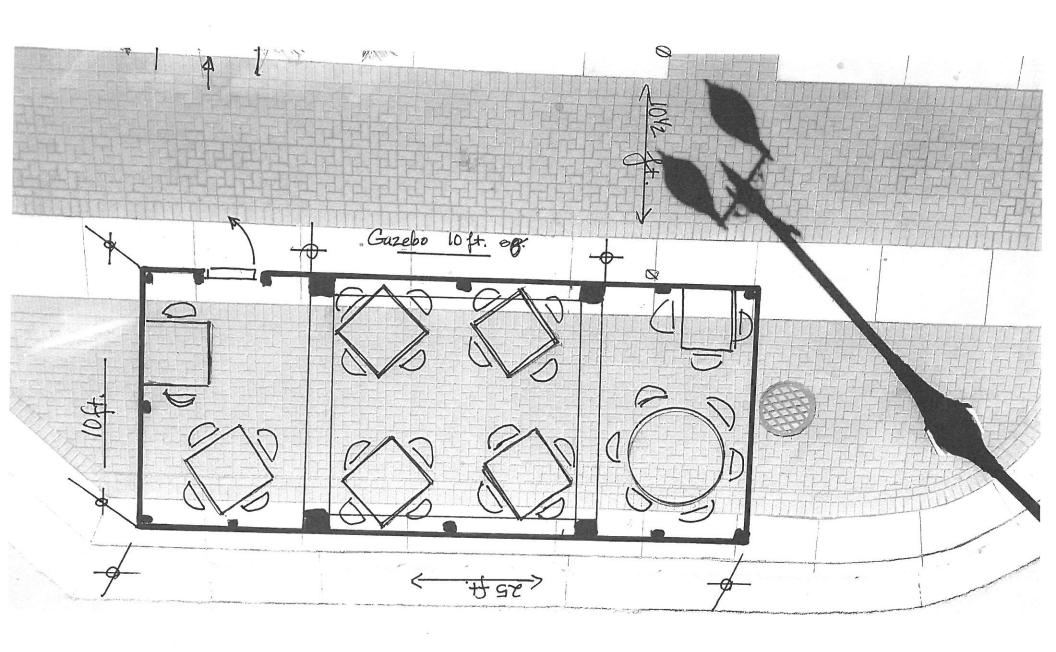
WHEREAS, the City of Washington may permit the undersigned to maintain such as area, provided that the city shall not thereby incur the risk of any liabilities to the undersigned, or to any third party or employee of the undersigned, by virtue of the presence or actions of the undersigned:

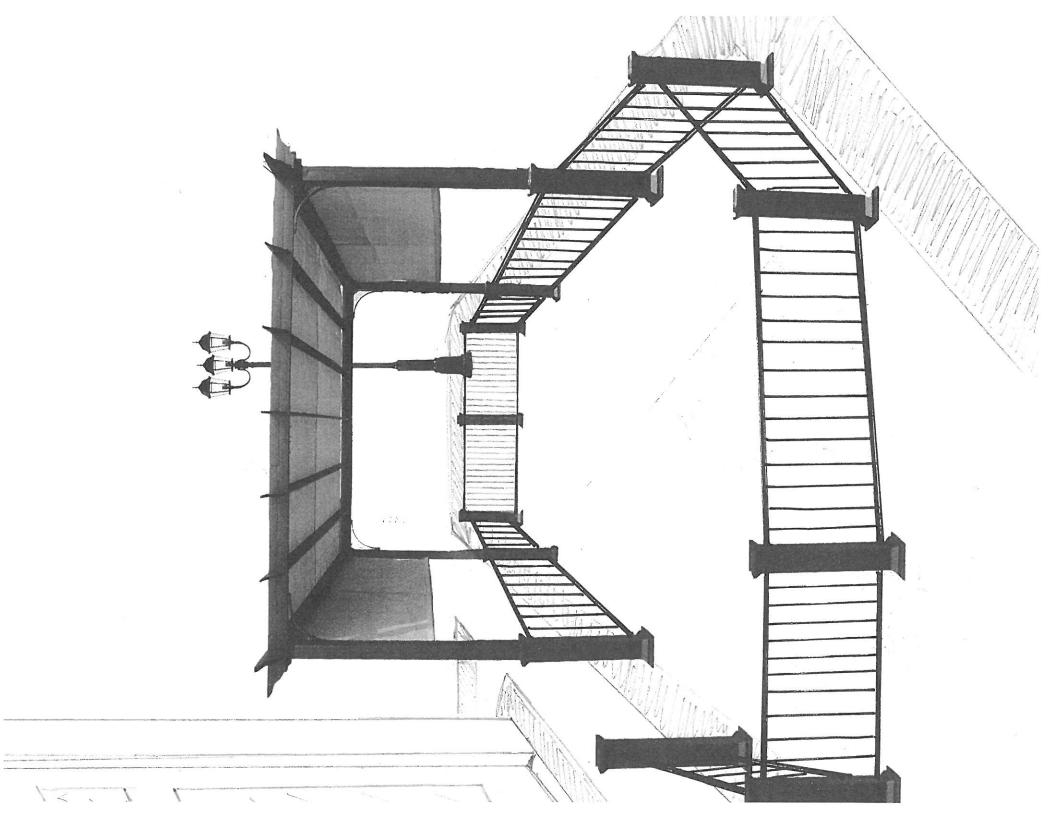
NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Washington, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk café. The undersigned shall at his or her own expense, appear, defend and pay all attorney's fees and all costs and other expenses arising therefrom or incurred in connection with the undersigned's operation of the sidewalk café. If any judgments are rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses which result from the sole negligence of the City of Washington or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF WASHINGTON AND ME, AND I SIGN IT OF MY OWN FREE WILL AND ACCORD.

Signed at WASHINGTON, IA	this 16 day of April, 2013.  Date Month
City, State	Date Month
Business Owner	
Signature Signature	Print Name
Building Owner (if different from above	e)
Signature	Print Name







Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Craig Arbuckle, City Attorney



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

### **Memorandum**

April 12, 2013

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

From: Brent Hinson

City Administrator

Re: Water Facility Plan

As the Council is aware, we've been working with FOX Engineering on the facility plan for some time. The report was essentially complete in December, but we asked FOX to go back and take a look at the impact of the southwest industrial park, an idea which had come along after the original water modeling study was done for determining a site for the new north water tower. While I don't have the revised report yet, I've given you a copy of the executive summary of a draft version FOX provided back in December. It sounds like most of the conclusions will be the same, but they will have some different recommendations for infrastructure in the southwest industrial park area and the recommendation for the placement of the north tower may be affected as well.



### 1 Executive Summary

### Purpose and Scope

The City of Washington authorized the preparation of a Water Treatment Plant Facility Plan to evaluate the existing water treatment facilities and provide professional engineering services associated with water supply, treatment, and storage facilities. The purpose of this report is to recommend the capital improvements that address the identified needs and provide the best value for the City.

### Current and Projected Water Use

Water usage in Washington is mostly related to population. Projections indicate that population growth over the 20 year planning period will result in a year 2032 population of about 8,100. Existing water demands show that the water use per capita ranges from around 104 to 118 gallons per day, with peak demands averaging around 1.6 times the average demand. To determine water needs over the 20 year planning period, average day demands were projected assuming 120 gallons per capita per day. Peak day demands were projected assuming a peaking factor of 1.75 times the average day demand. A small allowance for industrial growth was also included. This results in a design peak day demand of 1.86 million gallons per day (MGD).

### Evaluation of Existing Facilities

The existing water supply facilities consist of three wells, water treatment plant, ground storage reservoir, two elevated water tanks, and distribution system. The three existing wells are deep wells in the Jordan aquifer. The wells range in production capacity from about 550 gallons per minute (gpm) to 700 gpm. The firm capacity of the wells (with the largest unit out of service) is about 1200 gpm. The wells can provide adequate water supply for the existing demands, but additional capacity will be needed to meet the projected demands. In addition, Well 5 is nearly 70 years old, has corrosion issues, and has been re-cased once. The capacity of the well is significantly reduced from when it was first drilled. It's recommended that a new Jordan well be constructed to replace Well 5. In addition, upgrades should be made to Wells 6 and 7 to increase capacity and address some operational concerns.

The existing treatment plant utilizes an Electrodialysis Reversal (EDR) treatment system. The EDR system has been in service for about 20 years, and is in desperate need of replacement. Many operational and maintenance issues exist, including leaking stacks, outdated and obsolete parts, excessive maintenance requirements, and significantly reduced finished water quality. The existing membranes have not been replaced in the 20 years that the membranes have been in service. Typical membrane life is around 7 to 10 years. Other issues at the plant include an outdated controls system and corrosion issues throughout. The treatment plant is housed in a pre-cast concrete building that was constructed around 1992. The 1992 building is connected to an older building originally constructed in 1927 that houses the high service pumps, some electrical equipment, and some chemical storage facilities. A structural evaluation of the 1927 building found that it has several issues, including deterioration of the brick walls,



moisture damage, separation and cracking of the walls, and evidence of water damage to the roof members. Repairs to the building could be made, but it would be very costly, would change the aesthetic appeal of the building, and may not adequately address the maintenance issues with the building. Due to the age, condition, and high cost of repairing the building, it is recommended that this building be demolished and a new building be constructed next to the 1992 building.

Existing storage facilities consist of a 1.0 million gallon (MG) ground storage reservoir, a 0.2 MG North Tower, and a 0.5 MG South Tower. The ground storage reservoir is a concrete tank that is nearly 100 years old. A structural review of this tank found significant deterioration including horizontal and vertical cracks and seepage in the walls, and spalling and corrosion in the roof. There are significant structural integrity and corrosion concerns with this tank. It's recommended that this tank be replaced with a new 1.0 MG ground storage reservoir. The North Tower is nearly 90 years old and is past its useful life. The tower has become financially burdensome to maintain and repair, and is planned to be decommissioned once a new tower can be constructed to replace it. The South Tower was recently inspected and is in need of repairs as well, including re-painting and repair of corroded areas.

The distribution system consists of nearly 52 miles of water main ranging in size from 4 inch and 12 inch diameter. FOX Engineering created a water distribution system model using WaterCadd software to simulate the system and identify needed improvements in terms of fire flows and pressures. Based on water modeling efforts, there do not appear to be any areas that require attention with respect to water pressure. However, there are several areas that are deficient in terms of meeting fire flow guidelines. Section 7 includes recommendations for addressing those areas that are deficient.

### Water Supply, Treatment, and Storage Improvements

To address the water supply needs over the 20 year planning period, a new Jordan well is recommended to replace Well 5. Improvements to Wells 6 and 7 should also be considered, including replacing and upsizing the pumps, installing variable frequency drives or soft starters, and providing backup power at one of the wells.

Two main alternatives were considered for addressing the water treatment needs: replace the existing EDR units with new; and replace the existing EDR units with Reverse Osmosis (RO). Based on capital cost opinion, life-cycle cost analysis, and non-monetary factors, RO appears to be the best option. Other improvements at the plant include building an addition to replace the 1927 structure, upgrading the existing electrical and controls system, replacing the generator, and other miscellaneous improvements.

Necessary improvements to the storage facilities include construction of a new 1.0 MG ground storage tank, replacing the existing North Tower with a new 0.5 MG tower, and repairing the existing South Tower.

### Recommendations and Implementation

An opinion of probable cost for each of the recommended improvements, along with their priority ranking, is summarized in Table 1-1. Because of the many needs and only limited funds, the necessary improvements were prioritized in terms of those items that should be addressed first.



Table 1-1. Priority and Opinion of Cost for Water System Improvements

Item	Opinion of Probable Project Cost	Priority
Replace Ground Storage Reservoir	\$1,357,000	1
Replace North Water Tower	\$2,250,000	2
Repair South Water Tower	\$250,000	3
Water Treatment Plant Improvements	\$4,145,000	4
Construct New Deep Well	\$2,333,000	5
Improvements to Wells 6 & 7	\$785,000	6
Distribution System Improvements	Per CIP budgeting	

As shown in Table 1-1, it is recommended that the storage needs be addressed first, with highest priority placed on the ground storage reservoir. The treatment plant improvements are the next highest priority, and should be implemented in the near future as funding allows. A generalized implementation schedule recommended for consideration by the City is proposed as follows:

Table 1-2. Recommended Schedule for Water System Improvements

Priority	Item	Begin Improvement(1)	Complete Improvement(2)
1	Replace Ground Storage Reservoir	Feb. 2013	April 2014
2	Replace North Water Tower	Spring 2014	Summer 2015
3	Repair South Water Tower	Spring 2015	Fall 2015
4	Water Treatment Plant Improvements (3)	Summer 2014	Spring 2017
5	Construct New Deep Well	Spring 2017	Fall 2017
6	Improvements to Wells 6 & 7	2020	2020
-	Distribution System Improvements	Per Capital Imp	rovements Plan

Notes: (1) The "Begin Improvement" date refers to the start of the design process.

(2) The "Complete Improvement" date refers to the completion of construction and start-up.

(3) Pilot testing will be required for an RO system; the date refers to the start of pilot testing.

Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Craig Arbuckle, City Attorney



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

### **Memorandum**

April 12, 2013

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

From: Brent Hinson

City Administrator

Re: IRE Treatment Agreement

Discussions have occurred between the City and the Iowa Renewable Energy (IRE) biodiesel plant sporadically over the past several years about the idea of IRE hooking on to City sewer. They would be a very significant contributor to our new wastewater plant. The old plant could not handle the capacity needed to serve IRE, thus they have implemented a strategy of trucking the effluent out of town ever since the plant went into production.

FOX is working on rate calculations for consideration by IRE and the City, and should have these by meeting time on the 17th. However, we will not yet be asking the Council to consider the agreement, as we will need time to negotiate with IRE should they want to make a counterproposal. This is mainly on the agenda for this meeting because we will have Steve Troyer of FOX present on some other matters, and he will be able to answer any questions you may have. More than likely, consideration of the treatment agreement and rates will actually take place at the workshop on the 24th, although it is possible it could be pushed off to the May 1 if necessary.

### TREATMENT AGREEMENT

This AGREEMENT made and executed this \_\_ day of \_\_\_\_\_\_, 20\_\_, by and between IOWA RENEWABLE ENERGY (a.k.a. IRE) doing business in Washington, Iowa, hereinafter referred to as the "CONTRIBUTOR", and the CITY OF WASHINGTON, IOWA, hereinafter referred to as the "CITY". The CONTRIBUTOR operates a bio diesel plant in the City where two separated waste streams are generated through the production process; washwater and wastewater. The CONTRIBUTOR truck-hauls the washwater to other treatment facilities. The CONTRIBUTOR intends to discharge the pretreated wastewater to the CITY's Publically Owned Treatment Works (POTW) which may have a significant impact, either singly or in combination with other wastewater, on the City sewer system and/or treatment facilities. This AGREEMENT has been prepared in accordance with Chapter 97 Section 97.09 – 97.19 of the City Municipal Code and applicable federal and state laws and regulations for the purpose of acceptance, treatment, and discharge of the wastewater discharged by the CONTRIBUTOR into the CITY's sewer system and POTW.

This Agreement is based upon laboratory test data reported by the Contributor from wastewater samples acquired by the Contributor under Agreements with other treatment facilities. The purpose of this Agreement is to identify pollutants to be discharged by the Contributor and limit the impact on the City's sewer system and POTW.

In consideration of the City's acceptance of such wastewater, the CONTRIBUTOR AGREES to:

- 1. Adhere to all other provisions of Chapters 95, 96, 97, 98, and 99 of the City Municipal Code except as allowed by this Agreement and all other pertinent Ordinances or regulations as may be adopted by the City or any federal or state regulatory agency in the future pertaining thereto.
- 2. Discharge wastewater that does not exceed the flows, mass limits, and concentration limits listed in Exhibit 1 (DNR Form 31) attached and made part of the Agreement for Item 8 Compatible Waste, does not exceed the concentrations listed for Item 9 Incompatible Waste, and does not contain prohibited wastes or exceed the maximum allowable quantity or concentration of prohibited discharges listed in Chapter 97 Sections 97.03 and 97.06 of the City Municipal Code.
- 3. Monitor the pretreated wastewater for the parameters listed in Items 8 & 9 of Exhibit 1 (Iowa Department of Natural Resources Treatment Agreement Form) in accordance with the monitoring schedule issued in conjunction with the NPDES Permit for the POTW. Laboratory testing shall be in accordance with Chapter 97 Section 97.14, performed by a certified laboratory approved by the City, and test results shall be submitted to the City on a monthly basis. All costs associated with acquiring, preserving, transporting, and testing samples of the Contributor's wastewater shall be borne by the Contributor
- 4. Construct, operate, monitor, and maintain on-site storage/equalization and pretreatment facilities as needed for wastewater generated in accordance with Chapter 97 Sections 97.13 and 97.15 of the City Municipal Code. Storage/equalization and pretreatment facilities shall be suitable to facilitate stabilization, reduction of pollutants, flow measurement, observation and sampling. The cost of constructing and maintaining the storage/equalization and pretreatment facilities shall be borne by the Contributor.
- 5. Grant permission to the City for the Superintendent or his designee for guided access to the wastewater storage/equalization and pretreatment facilities for the purpose of inspection, surveillance, and monitoring procedures necessary to determine, independent of information supplied by the Contributor, compliance or noncompliance with the terms and conditions of this Agreement. The City shall provide advance notice of any site visit to the Contributor except where such notice is not possible or practical (such as an emergency or unforeseen event or possible legal or administrative action).

### TREATMENT AGREEMENT

- 6. Notify the City at least thirty (30) days in advance of commencing or discontinuing discharges of wastewater to the POTW.
- 7. Notify the City at least one-hundred twenty (120) days in advance of any planned increase in volume or chemical constituency of the wastewater discharge in order that the City may evaluate the effects on the sewer and POTW, notify the Iowa Department of Natural Resources (IDNR) and obtain necessary NPDES Permit Amendment as may be required, and consider amendment of this Agreement.
- 8. Cooperate at all times with the City and the Superintendent during inspection of facilities, sampling, and other studies of the wastewater generated by the Contributor.
- 9. Notify the City immediately in the event of any accidental discharge of prohibited waste or other occurrences which may have a detrimental effect on the City's sewer or biological wastewater treatment works. Costs directly attributable to any detrimental discharge from the Contributor including, but not limited to, repair of physical damages, temporary treatment measures, disposal of contaminated sludge, and monetary penalties imposed by IDNR shall be borne by the Contributor.
- 10. Pay sewer user charges and applicable surcharges in accordance with Chapter 99 of the City Municipal Code based on the volume of discharge as measured and continuously recorded by the Contributor and laboratory test results for listed parameters.

### The **CITY AGREES** to the following:

- 1. Accept the responsibility for treatment and discharge of the wastewater from the Contributor in combination with other wastewater received in accordance with the provisions of the joint Federal/State NPDES Permit to operate the City of Washington POTW until such time as laboratory testing of the wastewater from the Contributor indicates harmful concentration(s) or adverse effects directly attributable to the Contributor. At such time as harmful concentration(s) are identified, the Superintendent shall notify the Contributor that the injurious constituent(s) of the wastewater must be eliminated or reduced to acceptable levels by means of source separation, flow/load equalization, and/or pretreatment all of which shall be accomplished by the Contributor. At such time as the Superintendent shall determine that harmful or injurious concentration(s) are present in the wastewater, the Superintendent shall have the right to interrupt such discharge(s).
- 2. Obtain samples either by splitting samples collected by the Contributor or by means of other sampling devices, and conduct certain laboratory tests as shall be determined by the Superintendent. The cost of sampling and testing performed by City personnel shall be borne by the City.

This **AGREEMENT** shall be reviewed annually or more often upon written request of either party and may be modified or terminated by the City in accordance with Chapter 97 Sections 97.10, 97.12 & 97.17

April 2013

### TREATMENT AGREEMENT

ACCEPTED	this day of	, 20	for IOWA RENEW	VABLE ENERGY.
Signature:			Signature:	
By:	Typed/Printed Name		Ву:	Typed/Printed Name
Title:			Title:	
ACCEPTED (	his day of	, 20	by the <b>CITY OF W</b> .	ASHINGTON, IOWA.
Signature:			Signature:	
Ву:	Typed/Printed Name	<u></u>	Ву:	Typed/Printed Name
Title:			Title:	

### Change Order No. 4

Project: West Side Sanitary Sewer Interceptor	Date of Contract: January 12, 2012							
Owner: City of Washington	Owner's Contract No.:							
Engineer: FOX Engineering	Engineer's Project No.: 2045-09B							
Contractor: <b>DeLong Construction</b>	Date of Issuance: April 3, 2013							
The Contract Documents are modified as follow	ws upon execution of this Change Order:							
DESCRIPTIONS:								
Repair damaged street surface on West Mai	in Street from the park entrance to Hwy 1.							
Item 1 Add \$27,090.90 for Type A Base Repair a	nd single seal coat.							
i. Type A Work - 8,739 SY at \$3.1	.0/SY							
Item 2 Add \$17,041.05 for Type B single seal coa	at.							
i. Type B Work - 8,739 SY at \$1.9	05/SY							
Item 3 Add \$21,600.00 for 1200 tons of 3/4-inch	roadstone delivered and placed. (2" average depth)							
i. Road Stone - 1,200 tons at \$18/ton								
Allerday Character Charact								
Attachments: Change Order Request 11.								
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:							
Original Contract Price: \$2,817,481.35	Original Contract							
☑ Increase ☐ Decrease from previously approved Change Orders:	☐ Increase ☐ Decrease from previously approved Change Orders:							
\$38,627.05	Substantial completion (days): Ready for final payment (days):							
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:							
\$2,856,108.40	Substantial completion: October 14, 2012 Ready for final payment: June 5, 2013							
$oxtimes$ Increase $\ootnotesize$ Decrease of this Change Order:	☐ Increase ☐ Decrease of this Change Order:							
\$65,731.95	Substantial completion (days):  Ready for final payment (days):							
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:							
\$2,921,840.35	Substantial completion: October 14, 2012 Ready for final payment: June 5, 2013							
RECOMMENDED: ACCEPTED:	ACCEPTED:							
By: By: Owner (Authorized Signature)	By:Contractor (Authorized Signature)							
Engineer (Authorized Signature) Owner (Au	uthorized Signature) Contractor (Authorized Signature)							
Date: Date:	Date:							



"Our Business is Earth Moving, Our Quality is World Class"

1320 North 8th Avenue PO Box 488

Washington, Iowa 52353

Ph: 319-653-3334 Fx: 319-653-3351 www.delonginc.com

An EEO/AA Employer An Iowa DOT Certified DBE / WBE Contractor

> April 2<sup>nd</sup> 2013 City of Washington.

RE: West Main Street Seal Coat Washington, Iowa

DeLong Construction, Inc. is pleased to provide a quote for the above project We propose to do the following work and/ or Furnish the material at the unit price Quoted Below

RE: 2013 Seal Coat Work

### Type of Work

A. Base repair and single seal coat consisting of: Scarifying and pulverizing existing street surface Furnish water as required for compaction and reshape and recompact Prime with MC asphalt Furnish and apply single seal coat of MC-3000 asphalt Furnish, spread and roll 3/8" chips

B. Single seal coat consisting of:

Power broom streets Furnish and apply single seal coat of MC-3000 asphalt Furnish, spread and roll 3/8" chips

Total Type A Work

8739sy at \$3.10 /sy

\$27,090.90

Total Type B Work

8739sy at \$1.95/sy

\$17,041.05

Tons of 3/4" Roadstone delivered & placed (2" average depth)

1200 ton at \$18.00/ton

\$21,600.00

Total

\$65,731.95

Whaton

Notes: Road to be closed to local traffic only.

Roadstone will be billed on a per ton Basis paid off of actual amount placed in field per weigh tickets Not responsible for unsuitable subgrade

Sincerely,

DeLong Construction, Inc.

Craig Wharton

Project Manager

## West Side Sanitary Sewer Interceptor CHANGE ORDER NO. 3 SUMMARY

	THIS CHANGE ORDERS	PREVIOUS CHANGE ORDERS	CHANGE ORDER TOTALS
Overexcavation Soils Import	\$0.00	\$2,335.85	\$2,335.85
Casing Pipe Size Reduction	\$0.00	-\$3,120.00	-\$3,120.00
MH 761 Temporary Valve Change	\$0.00	-\$1,000.00	-\$1,000.00
Additional Restrained Joint Water Main Pipe	\$0.00	\$483.00	\$483.00
Erosion Stone Stabilization Rock	\$0.00	\$7,200.00	\$7,200.00
Tile Repair for Cross Trenches	\$0.00	\$1,353.00	\$1,353.00
Boulder Removal	\$0.00	\$0.00	\$0.00
Future Service Line Stubout in Park	\$0.00	\$5,420.00	\$5,420.00
Repair of Ex. Sanitary Sewer In Park	\$0.00	\$7,504.00	\$7,504.00
18-inch RCP Repair	\$0.00	\$2,191.20	\$2,191.20
Concrete encased pipe removal	\$0.00	\$3,255.00	\$3,255.00
Lift station overflow to new interceptor	\$0.00	\$6,950.00	\$6,950.00
Boot Hill buried concrete removal	\$0.00	\$6,055.00	\$6,055.00
West Main Street Surface Repair	\$65,731.95	\$0.00	\$65,731.95
TOTA PERCENT OF ORIGINAL CONTRAC	L \$65,731.95 T 2.33%	\$38,627.05 1.37%	\$104,359.00 3.70%

ORIGINIAL CONTRACT SUM

\$2,817,481.35

TOTAL CONTRACT SUM WITH CHANGE ORDERS

\$2,921,840.35

# West Side Sanitary Sewer Interceptor CHANGE ORDER SUMMARY AS OF 04/03/2013

**Original Contract:** 

\$2,817,481.35

<u>Change Orders</u> Change Order No. 1	<u>Change</u> \$7,251.85	% of Original 0.26%	Revised Contract \$2,824,733.20
Change Order No. 2	\$12,924.00	0.46%	\$2,837,657.20
Change Order No. 3	\$18,451.20	0.65%	\$2,856,108.40
Change Order No. 4	\$65,731.95	2.33%	\$2,921,840.35
Change Order Subtotal	\$104,359.00	3.70%	\$2,921,840.35

## Ryan K, Gurwell A & R Land Services, Inc.

1601 Golden Aspen Drive, Suite 105

Ames, IA 50010

Office: 515-337-1197
Fax: 515-337-1274
Cell: 515-450-4371
rgurwell@a-rland.com
www.a-rland.com

From: Ryan Gurwell

**Sent:** Wednesday, April 3, 2013 10:45 AM **To:** Illa Earnest (<u>iearnest@washingtoniowa.net</u>)

Cc: Steven Soupir (<a href="mailto:sps@foxeng.com">sps@foxeng.com</a>)

**Subject:** Marie Crop Damage Settlement - WWTP & Sanitary Sewer Improvement

Illa,

We are currently settling crop damages for all the agricultural properties affected by the City of Washington's WWTP & Sanitary Sewer Improvement Project. Attached are crop damage payment calculation spreadsheets for the Marie family's properties affected by this project. These calculated payments are based on the terms of the Purchase Agreement for the easement transactions as well as actual damage information received from FOX Engineering and the Marie family. Although Don Marie is claiming additional damages to the properties, FOX Engineering has requested that we settle the damage payments based on the agreement terms at this time. If you have questions or need additional information, please let me know. Otherwise, please issue the following payment for these parcels:

DJ Inc. - \$30,728.99

Please mail the check to my office at the address listed below. I will then transmit payment and have Don Marie sign a receipt form for the City's records. Also attached is a W-9 for DJ Inc. for tax purposes.

Best regards,

## Ryan K, Gurwell A & R Land Services, Inc.

1601 Golden Aspen Drive, Suite 105

Ames, IA 50010 Office: 515-337-1197

Fax: 515-337-1274 Cell: 515-450-4371 rgurwell@a-rland.com www.a-rland.com

### CROP DAMAGE PAYMENT CALCULATIONS WASHINGTON WWTP & SANITARY SEWER IMPROVEMENT PROJECT

					100%	Total Construction							500/ 6	2504.0		
			l l	Total	Crop	Area (Acres		Aug Cron				501/5	50% Compaction	25% Compaction	25% Compaction	
1					-1		9	Avg Crop			Crop Damage	69% Reduction in	Payment for 1st	Payment for 2nd	Payment for 3rd	1
				Easement		for		Yield		Damage	Payment for	Yield for	Year After	Year After	Year After	Total
		PE Area		Area	Area	compaction		(Bushels/	Price per	Payment	Construction Year	Construction Year	Construction	Construction	Construction	Damage
	Parcel #	(Acres)	(Acres)	(Acres)	(Acres)	payments)	Crop Type	Acre)	bushel	Rate/Ac	(2012)	(2012)	(2013)	(2014)	(2015)	Payment
Joyce												· · · · · · · · · · · · · · · · · · ·			()	, ,,,,,,,,,,
Marie	5	2.798	6.510	9.31	0.275	9.970	Corn	175.85	\$ 7.40	\$ 1,301.29	\$ 357.85	\$ 8,951.96	\$ 6,486.93	\$ 3,243.47	\$ 3,243.47	\$ 22,283.68

TOTAL \$ 22,283.68

### CROP DAMAGE PAYMENT CALCULATIONS WASHINGTON WWTP & SANITARY SEWER IMPROVEMENT PROJECT

						Total				ľ	I					
					100%	Construction							50% Compaction	25% Compaction	25% Compaction	
				Total	Crop	Area (Acres		Avg Crop			Crop Damage	52% Reduction in	Payment for 1st	Payment for 2nd	Payment for 3rd	
				Easement	Damage	for		Yield		Damage	Payment for	Yield for	Year After	Year After	Year After	Total
		PE Area	TE Area	Area	Area	compaction		(Bushels/	Price per	Payment	Construction Year	Construction Year	Construction	Construction	Construction	Damage
Owner	Parcel #	(Acres)	(Acres)	(Acres)	(Acres)	payments)	Crop Type	Acre)	bushel	Rate/Ac	(2012)	(2012)	(2013)	(2014)	(2015)	Payment
Donald and													(====)	(444.)	(2025)	Tayment
Jacqueline																
Marie	15 and 16	1.482	3.722	5.20	0.000	6.450	Soybeans	58.88	\$ 14.63	\$ 861.41	\$ -	\$ 2,889.18	\$ 2,778.06	\$ 1,389.03	\$ 1.389.03	\$ 8,445.31

TOTAL \$ 8,445.31

### CROP DAMAGE PAYMENT CALCULATIONS WASHINGTON WWTP & SANITARY SEWER IMPROVEMENT PROJECT

	1	8			Total									
	1				Construction			1	. !					
		1	Total	100% Crop	Area (Acres		Avg Crop	1		16% or 7bu/ac	50% Compaction	25% Compaction	25% Compaction	
		1	Easement	Damage	for		Yield		Damage	Compaction Payment		Payment for 2nd	Payment for 3rd	Total
	PE Area	TE Area	Area	Area	compaction		(Bushels/A	Price per	Payment	for Construction Year	Year After	Year After	Year After	Damage
Owner	(Acres)	(Acres)	(Acres)	(Acres)	payments)	Crop Type	cre)	bushel	Rate/Ac	(2012)	Construction (2013)	6.000000000000000000000000000000000000		
ell	1.324	3.090	4.41	0.000	5.780	Soybeans	43.70	\$ 15.39	\$ 672.54			\$ 971.82		\$ 4,509.2

TOTAL \$ 4,509.27

# Drainage Study W. Tyler Street



CITY OF WASHINGTON, IOWA

MARCH 2013



### **REPORT**

### ON

# W. TYLER STREET DRAINAGE STUDY WASHINGTON, IOWA MARCH, 2013

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

Signed:	Date:
Leland J. Belding, III., P.E. lowa License No. 15046 My license renewal date is December 3	March 27, 2013 31, 2013
Parts covered by this seal:	
All	

Prepared by VEENSTRA & KIMM, INC. Coralville, Iowa

OFESSION

LELAND J. BELDING, III 15046

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### 1. Executive Summary

### 1.1 Purpose of Report

The purpose of this report is to evaluate the drainage conditions of the W. Tyler Street drainage basin. This basin is bordered by S. E Avenue on the West, the High School on the South, Halcyon House on the East, and W. Tyler Street on the North.



Figure 1 – Location Map

### 1.2 Study Objectives

This report will evaluate the drainage patterns of the pre-developed conditions with the current or developed conditions. The pre-developed conditions evaluated occurred in the 1960s before the school or other buildings were constructed in the area and the ground was pasture. Tyler was a gravel road and there was a culvert under the road at its approximate current location.



Figure 2 - Pre-developed Condition 1960s

### 1.3 Results

The results of the study are summarized in the following tables.

Table 1: Hydrology Summary

		W. Tyler Street	Drainage Basin	
	On	Site	Off	Site
	Pre	Post	Pre	Post
Size (ac)	20.71	21.15		
Land Use	Pasture Gravel roads	Open Space Streets/Bldg		
Impervious Area (sf)	90,220	320,000		
Watershed Length (ft)	1,200	1,200		
TOC (min)	30.9	20.5		
Runoff Coefficient	0.38	0.44		
nrcs Cn				
Runoff (Q)	Mark Control			
2yr	17.9	26.64		
5 yr	22.98	34.19		
10 yr	26.68	39.60		
25 yr	32.39	48.08		
50 yr	37.49	55.80		
100 yr	43.35	64.38		

Table 2: Detention Summary

	Elevation (ft)	Area (sf)	Volume (cu. ft.)	Cumulative Volume (cu. ft.)
1	731	0	0	0
2	732	5,000	2,500	2,500
3	733	16,000	10,500	13,000
4	734	20,000	18,000	31,000
5	735	26,250	23,125	54,125
6	736	37,434	31,842	85,967
7	737	49,300	43,367	129,334

Table 3: Allowable Release Rates

	Basin Allowable Release Rate (cfs)		5-yr Pre Developed Peak Q (Pre-Dev On Site) (cfs)		100-year Post Developed Peak Q (Post On to Off) (cfs)		100-year Peak Q (Off to On) (cfs)
Basin	23	=	23	-	0	+	0

The total allowable release rate is the pre-developed peak 5-year discharge for the pre-developed site. The flows include those generated by the basin, those from off site that is conveyed on to the site, and those that are discharged off the site before it gets to the analysis area. For this site there is no off site flows entering the site and all basin flows route through the analysis area.

Table 4: Allowable Release Rates

Return Frequency	Post On Site 100 yr-peak Q		Basin Overflow Release Rate
	(cfs)		(cfs)
100-yr	64	= [	64

The allowable overflow release rate for the 100 year storm is 64 cfs. Currently, Tyler Street acts as the overflow structure and releases at the low point which is the intersection of Avenue D. The new basin is designed to release the 100 year storm at a smaller rate and to not overtop the road.

Table 5: Detention Basin Peak Inflow, Discharge, and Water Elevation

Storm Return Frequency	Peak Inflow (cfs)	Peak Outflow (cfs)	Peak Water Elevation (ft)	Freeboard Elev 737 ft (ft)
100 yr	64.38	24.54	735.14	1.86
50 yr	55.80	23.26	734.86	2.14
25 yr	48.08	21.79	734.60	2.40
10 yr	39.60	18.05	734.39	2.61
5 yr	34.19	12.05	734.29	2.71
2 yr	26.64	3.68	734.10	2.90

The peak elevation of the basin is 735.14 with a peak discharge of 24.54 cfs for the 100 year storm event.

The water quality requirement is approximately the 2 year storm with the goal being a release rate to discharge over a 24 hour period. The detention basin outlet structure has a 6" orifice which is the smallest that can reasonably be maintained and will detain the 2 year storm to release over approximately 10 hours. The basin drains along a 1,100 foot long vegetative swale also improves water quality.

#### **ENGINEERING SERVICES AGREEMENT**

## CITY OF WASHINGTON WEST TYLER STREET RECONSTRUCTION PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this	day of	, 2013, by and	
between the City of Washington, hereinafter refe	erred to as the <b>Ov</b>	vner, party of the first	
part, and VEENSTRA & KIMM, INC., a corporation organized and existing under the laws			
of the State of Iowa, party of the second part, he	reinafter referred t	to as the <b>Engineers</b> ,	

WITNESSETH: THAT WHEREAS, the Owner is now contemplating construction of certain West Tyler Street Reconstruction, hereinafter referred to as the Project, and

WHEREAS, the Owner has determined it would be appropriate to proceed with design and construction of the Project, and

WHEREAS, the Owner desires to retain the services of the Engineers to provide professional services during design and construction of Project, and

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto that the City of Washington retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

- 1. SCOPE OF PROJECT. It is understood and agreed upon the Project shall include the following improvements:
  - a. Reconstruction of approximately 660 ft of W Tyler Street from E Ave to C Ave. The existing sealcoat road will be regraded and a 7-inch Portland Cement Concrete street will be constructed. Tyler Street will be a 25 ft urban section with curb and gutter and storm sewer.
  - b. Construction of a detention basin with outlet structure and storm sewer.
  - c. Construction of a new sanitary sewer to service the two homes on the east end of West Tyler.
- 2. **DESIGN SURVEYS**. The Engineers shall make all topographic surveys necessary for design of the Project and preparation of plans and specifications. Such design surveys shall include the securing of topographic and cross-sectional data and other field information and measurements.
- DESIGN CONFERENCES. The Engineers shall attend such conferences with the Owner and/or his staff as may be necessary to make decisions as to the details of design of the Project.

- **4. REGULATORY REQUIREMENTS.** The design, and plans and specifications shall comply with the requirements of all applicable regulatory agencies including, but not limited to, the lowa Department of Transportation and the lowa Department of Natural Resources.
- 5. PLANS AND SPECIFICATIONS. The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications set forth all the details required for the construction of the improvements. The specifications will indicate the quality standards for the materials to be used and will, in general, set forth the requirements of the City and the governmental agencies as to the standards for workmanship. Two (2) sets of final plans and specifications shall be submitted to the Owner.
- **6. ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
- 7. ADVERTISEMENT FOR BIDS. The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications to bidders for contract letting. Publication costs shall be borne by the Owner.
- **8. COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided to contractors, plan rooms and suppliers during project bidding. The costs shall be reduced by the amount of non-refundable plan deposits collected by the Engineers. The costs of plans shall be separate from the fee provisions under "13. COMPENSATION".
- 9. BID OPENING AND AWARD OF CONTRACT. The Engineers shall provide services to assist in the bid letting process, and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibleness of any bidder.
- 10. PRECONSTRUCTION CONFERENCE. The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.

- 11. GENERAL SERVICES DURING CONSTRUCTION. The Engineers shall provide general services during construction including, but not limited to, the following:
  - a. Consult with and advise Owner.
  - b. Assist in interpretation of plans and specifications.
  - c. Review drawings and data of manufacturers.
  - d. Process and certify payment estimates of the Contractor to Owner.
  - e. Prepare and process necessary change orders or modifications to the construction contract.
  - f. Make routine and special trips to the Project site as required.
- **12. FINAL REVIEW.** The Engineers shall make a final review after construction is complete to determine that construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the City that construction is substantially in compliance with the plans and specifications.
- **13. COMPENSATION**. The Owner shall compensate the Engineers for their services by payment of the following fees:
  - a. The total fee for engineering services and topographic survey for the Project is based shall not exceed the sum of Twenty-five Thousand Seven Hundred Dollars (\$25,700).
  - b. The total fee for general services during construction and final review of the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs including reimbursable such as mileage and printing. The total fee for general services is based on providing 18 hours of service and shall not exceed the sum of Two Thousand Five Hundred Dollars (\$2,000).
  - c. The total fee for all engineering services for the Project shall not exceed the sum of Twenty-seven Thousand Seven Hundred Dollars (\$27,700).
  - d. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in "8. COSTS OF PLANS AND SPECIFICATIONS" above as provided in Senate File 2389. The reimbursement of the costs of plans and distribution of plans as required under Senate File 2389 is not included in the fees for services set forth under this Agreement.

- **14. PAYMENT**. The fees shall be due and payable as follows:
  - a. For design, preparation of plans and specifications, general services during construction and final review, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.
- **15. LEGAL SERVICES**. The Owner shall provide the services of their Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- **16. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
  - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
  - Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
  - c. Services relating to negotiating the acquisition of right-of-way and easements, permanent or construction.
  - d. Services related to underground utility replacements and repairs (water main and sanitary sewers and services)
  - e. Legal surveys and property surveys, other surveys necessary for preparation of easement drawings, and resetting property pins, are not included in this Project cost, in our out of the project area.
  - f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area.
  - g. Materials testing for design, approval and use.
  - h. Grant writing or compliance requirements if funding is secured beyond local requirements and funding.
  - i. Any services associated with construction administration, observation or project closeout for the awarded construction contract.

- j. Services associated with construction staking, right-of-way acquisition, right-of-way, easements and services beyond those included in the design of the Project, and condemnation proceedings.
- k. Soil borings or geotechnical analysis of the project area.

#### 17. DISPUTE RESOLUTION

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.
- 18. BETTERMENT. When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by the Engineer or the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost for the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.
- 19. CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

- **20. CHANGES**. If after approvals of the plan or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.
- 21. EXTRA WORK. Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications or additional bid lettings in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees plus expenses for personnel engaged in the authorized extra work.
- 22. INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
- 23. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis:

General Liability\*\*

Automobile Liability

Excess Liability (Umbrella) \*\*

Workers' Compensation, Statutory Benefits Coverage B

Professional Liability\*\*, \*

\$1,000,000/2,000,000

\*5,000,000/5,000,000

Statutory

1,000,000/2,000,000

\* The Owner is not to be named as an additional insured.

\*\*Occurrence/Aggregate

- **24. TERMINATION**. Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
- **25. ASSISTANTS AND CONSULTANTS**. It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.

**26. ASSIGNMENT**. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names on the date first written above.

CITY OF WASHINGTON	ATTEST:
Ву	Ву
VEENSTRA & KIMM, INC.	ATTEST:
ByOffice Manager	ByAuthorized Representative

#### Opinion of Cost for West Tyler Street Reconstruction Washington, Iowa 4/3/2013

No.	Item Code	Description	Unit	Unit Price	Quantity	Extended Price
140.	item code	Bescription	101111	Omit i nee	duantity	Extended Frice
1	2101-0850002	CLEAR+GRUBB	UNIT	\$50.00	20	\$1,000.00
2	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	\$10.00	955	
3	2105-8425015	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	\$8.00	3230	\$25,840.00
4	2111-8174100	GRANULAR SUBBASE	SY	\$8.00	2364	\$18,912.00
5	2301-1033070	STD/S-F PCC PAV'T, CL C CL 3, 7"	SY	\$35.00	1900	\$66,500.00
6	2123-7450000	SHLD CONSTRUCTION, EARTH	STA	\$100.00	13	\$1,300.00
7	2315-8275025	SURF, DRIVEWAY, CL A CR STONE	TON	\$35.00	100	\$3,500.00
8	2416-0100012	APRON, CONC, 12"	EACH	\$500.00		
9	2416-0100018	APRON, CONC, 18"	EACH	\$600.00	2	\$1,200.00
10	2435-0140148	MANHOLE, STORM SWR, SW-401, 48"	EACH	\$2,000.00		
11	2435-0250100	INTAKE, SW-501	EACH	\$3,000.00	7	\$21,000.00
12	2435-0251310	INTAKE, SW-513 MOD	EACH	\$5,000.00	1	\$5,000.00
13	2503-0134212	STORM SWR G-M/CAS,TRNCHED, RCP 2000D,12"	LF	\$30.00		\$11,280.00
14	2503-0134218	STORM SWR G-M/CAS,TRNCHED, RCP 2000D,18"	LF	\$35.00		\$7,000.00
15	2507-6800042	REVETMENT, CLASS D	TON	\$40.00	50	\$2,000.00
16	2510-6745850	RMVL OF PAV'T	SY	\$1.00		\$1,900.00
17	2515-2475006	DRIVEWAY, PCC, 6"	SY	\$35.00		*******
18	2515-6745600	RMVL OF PAVED DRIVEWAY	SY	\$5.00		\$400.00
19	2526-8285000	CONSTRUCTION SURVEY	LS	\$5,000.00		\$5,000.00
20	2528-8445110	TRAFFIC CONTROL	LS	\$5,000.00	1	\$5,000.00
21	2533-4980005	MOBILIZATION	LS	\$5,000.00	1	\$5,000.00
22	2601-2634100	MULCH	ACRE	\$1,000.00	3	
23	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	\$1,000.00		
24	2602-0000020	SILT FENCE	LF	\$2.00		
25	2602-0000071	RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	LF	\$2.00		,
26	2602-0000101	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	LF	\$2.00	200	\$400.00
27	2435-0130148	MANHOLE, SAN SWR, SW-301, 48"	EACH	\$2,000.00		
28	2504-0114008	SAN SWR G-MAIN, TRENCHED, PVC, 8"	LF	\$40.00	560	
29	2504-0200404	SAN SWR SERVICE STUB, PVC, 4"	LF	\$500.00	1	\$500.00

Road Total		\$206,932.00
Sanitary Sewer Total		\$26,900.00
Subtotal		\$233,832.00
Contingency	10%	\$23,400.00
Construction Total		\$257,232.00
Engineering	10%	\$25,700.00

# CHAPTER 164 SITE PLAN REQUIREMENTS City Ordinance #993

164.01 Title
164.02 Purpose and Application
164.03 Design Standards
164.04 Required Information
164.05 Procedure
164.06 Open Space, Landscaping, Parking and Architectural Requirements

164.07 Building Permits

164.08 Fees
164.09 Validity of Approval
164.10 Site Plan Amendment
164.11 Applicability to Existing
Development
164.12 Enforcement
164.13 Changes and Amendments
164.14 Maintenance Bonds

**164.01 TITLE.** This chapter shall be known, cited and referred to as "Site Plan Regulations of the City of Washington, Iowa."

**164.02 PURPOSE AND APPLICATION.** It is the intent and purpose of this chapter to establish a procedure which will enable the City to review certain proposed improvements to property within specified zoning districts of the City to ensure compliance with all applicable zoning, subdivision and building regulations. Site plans shall only be required whenever any person proposes to place any structure for which a building permit is required under any other section of this Code, on any tract or parcel of and within any district of the Washington Zoning Ordinance, and for any use, except one and two family residential dwellings and related accessory structures.

#### 1. MINOR SITE PLAN.

- A. Any new commercial or multi-family development with a total site area less than 10,000 sq. ft.
- B. Any commercial or multifamily building and/or pavement addition or replacement less than 10,000 sq. ft. in combined impervious surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.
- C. Parking lots under 10,000 sq. ft. in surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.
- D. Structures incidental to publicly owned parks, playgrounds, golf courses and recreation areas. Structures incidental to agricultural uses.

#### 2. MAJOR SITE PLAN

- A. Any new commercial or multifamily development with a total site area more than 10,000 sq. ft.
- B. Any commercial or multifamily building and/or pavement addition or replacement more than 10,000 sq. ft. in combined impervious surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.
- C. Parking lots over 10,000 sq. ft. in surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.

**164.03 DESIGN STANDARDS.** The standards of design provided herein are necessary to insure the orderly and harmonious development of property in such manner as will safeguard the public's health, safety and general welfare.

- 1. The design of the proposed improvements shall make adequate provisions for surface and subsurface drainage, for connections to water and sanitary sewer lines, each so designed as to neither overload existing public utility lines nor increase the danger of erosion, flooding, landslide, or other endangerment of adjoining or surrounding property.
- 2. The proposed improvements shall be designed and located within the property in such manner as not to unduly diminish or impair the use and enjoyment of adjoining property and to this end shall minimize the adverse effects on such adjoining property from automobile headlights, illumination of required perimeter yards, refuse containers, and impairment of light and air. For the purpose of this section, the term "use and enjoyment of adjoining property" shall mean the use and enjoyment presently being made of such adjoining property, unless such property is vacant. If vacant, the term "use and enjoyment of adjoining property" shall mean those uses permitted under the zoning districts in which such adjoining property is located.
- 3. The proposed development shall have such entrances and exits upon adjacent streets and such internal traffic circulation pattern as will not unduly increase congestion on adjacent or surrounding public streets.
- 4. To such end as may be necessary and proper to accomplish the standards in subsections 1, 2, and 3 above, the proposed development shall provide fences, walls, screening, landscaping, erosion control or other improvements.
- 5. The proposed development shall conform to all applicable provisions of the Code of Iowa, as amended, Iowa Statewide Urban Design and Specifications (SUDAS), Iowa Stormwater Management Manual and all applicable provisions of the Code of Ordinances of the City of Washington, as amended.

**164.04 REQUIRED INFORMATION.** All site plans required under Section 164.02, unless waived by the City Council, shall be prepared approved by a licensed engineer, or landscape architect, unless waived by the City Council and shall include as a minimum the following information:

#### MINOR SITE PLANS

- 1. Date of preparation, north point and scale no smaller than 1"=100'.
- 2. A vicinity map at a scale of 1'' = 500' or larger, showing the general location of the property, and the adjoining land uses and zoning.
- 3. Legal description and address of the property to be developed.
- 4. Name and address of the record property owner, the applicant, and the person or firm preparing the site plan.
- 5. Total number and type of dwelling units proposed; proposed uses for all buildings; total floor area of each building; estimated number of employees for each proposed use where applicable; and any other information, including peak demand, which may be necessary to determine the number of off-street parking spaces and loading spaces required by the zoning ordinance.
- 6. Off-Street Parking calculation of required and provided stalls.
- 7. Location and exterior dimensions of all existing and proposed structures or additions including setback distance from property boundary lines and distance between structures. Include finished floor elevation, number of floors, and area of each floor.
- 8. Location, grade and shape, and dimensions and all exterior elevation views of proposed buildings, for the purpose of understanding the structures and building materials to be used, the location of windows, doors, overhangs, projection height, etc. and the grade relationship to floor elevation, and the number of stories of each existing building to be retained and of each proposed building.

#### 9. Existing and proposed contours.

- 10. Property lines with dimensions to the nearest one-tenth of a foot and total square footage and acreage of the site and all required yard setbacks.
- 11. Location, grade and dimensions of all existing and proposed paved surfaces and all abutting streets including parking and loading areas, entrance and exit drives, pedestrian walkways, and other similar permanent improvements. Delete if you have a major and minor site plan.

### 12. Open Space Calculations. Lot area minus impervious area. Impervious areas include buildings and paved surfaces.

- 13. Location and type of existing or proposed signs and of any existing or proposed lighting on the property which illuminates any part of any required yard.
- 14. Location of existing trees six (6) inches or larger in diameter, landslide areas, springs and streams and other bodies of water, and any area subject to flooding by a one hundred (100) year storm on site and downstream off site.
- 15. Location, amount and type of any proposed landscaping. Location of proposed plantings, fences, walls, or other screening as required by the zoning regulations and the design standards set forth in Section 164.03.
- 16. Soil tests and similar information, if deemed necessary by the City Engineer, to determine the feasibility of the proposed development in relation to the design standards set forth in Section 163.03.
- 17. Where possible ownership or boundary problems exist, as determined by the Zoning Administrator, a property survey by a licensed land surveyor may be required.
- 18. The existing and proposed zoning.
- 19. Existing and proposed utility lines and easements such as water, sanitary sewer, storm sewer, gas, electric, and communications. Include fire hydrant locations. in accordance with Iowa Statewide Urban Design and Specifications (SUDAS) and City of Washington Subdivision Regulations.

#### 20. Existing and proposed easements.

- 21. Provide signature block for the Planning and Zoning Chairman and the City of Washington Mayor.
- 22. MAJOR Storm Water Pollution Prevention Plan. Comply with all current minimum mandatory requirements for SWPPPs promulgated by the Department of Natural Resources in connection with the issuance of a State NPDES General Permit No. 2.
- 23. MAJOR Complete traffic circulation and parking plan, showing the location and dimensions of all existing and proposed parking stalls, loading areas, entrance and exit drives, sidewalks, dividers, planters, and other similar permanent improvements.
- 24. MAJOR Exterior elevation views of proposed buildings, for the purpose of understanding the structures and building materials to be used, the location of

windows, doors, overhangs, projection height, etc. and the grade relationship to floor elevation, and the number of stories of each existing building to be retained and of each proposed building.

- 25. MAJOR Storm Water Management Plan. No plat of a site plan shall be approved unless it includes a stormwater management plan that is adequate to serve or unless there has been a determination by the Zoning Administrator, or a duly authorized representative, that a stormwater management plan is not necessary.
  - A. All areas within the proposed parcel(s) shall be developed to comply with Statewide Urban Design Standards (SUDAS) and shall manage water quality volume of 1.25 inches by infiltration processes according to the Iowa Stormwater Management Manual.
  - B. The plan must be designed to prevent the post-development rate of runoff from the subdivision or site planned development from exceeding the predevelopment rate of runoff for a five-year to a 100 year, 24-hour storm as defined by the Iowa Stormwater Management Manual.
  - C. Adequate overland relief with a proper easement established for storms larger than a 100 year storm as defined by the Iowa Stormwater Management Manual shall be provided.
  - D. The design is to be completed and signed by a licensed engineer.
  - D. Water Quality Criteria
    - A. Post-development runoff shall be captured and treated by water quality Best Management Practices (BMP), as recognized by the SUDAS and the Iowa Stormwater Management Manual, to prevent or minimize water quality impacts from land development. The applicant shall use the below information to comply with this criterion:
      - 1. Structural and non-structural practices shall be designed to capture and treat the Water Volume (WQv). The WQv shall be computed as specified in the Iowa Stormwater Management Manual.
      - 2. This criterion shall be met using practices from the Stormwater Technology section in the Iowa Stormwater Management Manual. BMPs or combinations of BMPs shall be selected that achieve the highest pollutant load reduction for the pollutants of concern.
  - E. The design is to be completed approved and signed by a licensed engineer.

#### 164.05 PROCEDURE.

- 1. Pre-Application Conference. Whenever any person proposes to place any structure for which a building permit is required under any other section of this Code, on any tract or parcel of land within any district of the Washington Zoning Ordinance, the person shall submit to the City Zoning Administrator a request for a Pre-Application Conference. The Conference shall include the applicant or his/her representative, the City Engineer or the Zoning Administrator. The purpose of the Conference shall be to acquaint the City staff with the proposed construction and to acquaint the applicant or his/her representative with the procedures and with any special problems that might relate to such construction. The applicant shall furnish a legal description of the subject real estate at the time of requesting a Pre-Application Conference, and the Conference shall be held within fourteen (14) days of such request.
- 2. Continuous Site Plan Review. After completion of the Pre-Application Conference as required by subsection 1 of this section, and in the event the applicant wishes to proceed with the construction as discussed at said Conference, he/she shall cause to be prepared a site plan of such proposed construction, and shall submit ten (10) copies of the same to the Zoning Administrator and one (1) copy to the City Engineer. The site plan shall be accompanied by a cover letter requesting review and approval of said plan. The site plan shall contain all the information required by Sections 164.04 and 164.06 of this chapter unless otherwise waived by the Zoning Administrator. The Zoning Administrator and City Engineer shall review the plan for conformance of the design to the standards and required data set forth in Sections 164.04 and 164.06 of this chapter.

#### 3. Action.

- A. The Zoning Administrator shall promptly notify the applicant in writing of any revisions or additional information needed as required by Sections 164.04 and 164.06. If necessary, the applicant shall make revisions and resubmit the revised plan(s) to the Zoning Administrator for compliance. If the site plan complies with requirements set forth in this chapter, the applicant shall submit the plan to the Planning and Zoning Commission for approval, disapproval or approval subject to conditions.
- B. The Commission shall in its regularly scheduled meeting, act upon the site plan and accompanying material. The City Engineer, City staff and other departments shall submit to the Commission their recommendation. Applicant or a representative shall be present at the meeting. Action of the Commission shall be approval subject to conditions, or denial.
- C. Approval by Commission. In the case of approval by the Commission, the approval shall be documented on nine (9) copies of the site plan. One (1) copy

- shall be returned to the applicant, one (1) copy retained by the Commission and seven (7) copies shall be forwarded to the City Council.
- D. Conditional Approval by Commission. In the case of approval subject to conditions by the Commission, the approval shall be documented on nine (9) copies of the site plan and the conditions determined attached thereto. One (1) copy shall be returned to the builder, one (1) copy shall be retained by the Commission, and seven (7) copies shall be forwarded to the City Council.
- E. Disapproval by Commission. In the case of disapproval by the Commission, the disapproval shall be documented on nine (9) copies of the site plan. One (1) copy shall be returned to the applicant, one (1) copy shall be retained by the Commission, and seven (7) copies shall be forwarded to the City Council.
- F. Council Action. At the next regularly scheduled Council meeting following Commission action, the Council shall act on the site plan and accompanying material. Applicant or a representative shall be present at the meeting. Action of the Council shall be approval, denial or return to the Planning and Zoning Commission with comments.
- G. Approval by Council. In the case of approval by the Council, the approval shall be documented on three (3) copies of the site plan. One (1) copy shall be returned to the applicant, one (1) copy shall be forwarded to the Commission, and one (1) copy shall be retained by the Building and Zoning Official Administrator. Applicant shall submit electronic files to the Building and Zoning Administrator. Electronic files shall include but are not limited to: Adobe Acrobat files of Site Plans, Drainage reports, easements, agreements, and utility permits and electronic drawings of the Site Plan in format compatible with city software and the city datum NAD83 State Plane South. Applicant may then proceed with approval of building permit and accompanying material.
- H. Denial by Council. In the case of denial by the Council, the denial shall be documented on three (3) copies of the site plan. One (1) copy shall be returned to the applicant, one (1) to the Commission, and one (1) copy shall be retained by the Building and Zoning Official.
- I. Resubmitted Site Plan Denied by Council. A site plan that has been approved by the Commission and denied by the Council may be revised by the applicant in accordance with the Council Action and nine (9) copies resubmitted to the Commission for approval as before.
- J. Resubmitted Site Plan Denied by Council and Commission. A site plan that has been denied by both the Commission and the Council may be resubmitted to the City by the applicant for Commission and Council approval with

respect to the original terms of these procedures, which includes nine (9) copies of the site plan. Resubmittal under these terms shall be considered a new site plan subject to procedures outlined in Section 163.05.

**164.06 LANDSCAPING, PARKING AND ARCHITECTURAL REQUIREMENTS.** The requirements set forth in this section for landscaping, parking and architectural standards shall apply to any development or redevelopment as contained in 164.11.

- 1. Landscaping Required. Any applicable development shall provide the following minimum number and size of landscape plantings based on the minimum required open space for the development. The following is the minimum requirement of trees and shrubs, by number and size, and type of ground cover. Street trees planted in public street right-of-way subject to approval by the City shall not be counted toward fulfillment of the minimum site requirements set forth below. Tree species to be used for landscaping shall be acceptable to Chapter 151 of the code of ordinances. Existing trees and shrubs to be retained on site may be counted toward fulfillment of the landscaping requirements.
  - A. Minimum requirements at the time of planting One (1) tree per 50 linear feet of frontage. Two (2) trees minimum for the first 1,500 square feet of open space. One (1) tree minimum for each additional 1500 square feet of open space. Plantings for open space in excess of 3000 square feet may have the number of minimum plantings reduced based on use but a waiver of all plantings shall not be allowed without City Council approval. All trees shall be 1 ½ "-2" caliper diameter. (Evergreen trees shall not be less than three (3) feet in height.)
  - B. Minimum requirements at the time of planting 6 shrubs, or 1 shrub per 2,500 1,000 square feet of open space, whichever is greater. However, open space in excess of 3000 square feet may have the minimum number of shrubs required reduced based on use but a waiver of all plantings shall not be allowed without City Council approval.
  - C. To reduce erosion all disturbed open space areas shall have ground cover of grass or native vegetation which is installed as sod, or seeded, fertilized and mulched.
  - D. Notwithstanding any of the above provisions, no parking space should be farther than 60 feet from a tree. Tree islands must be 6'x8'x3' deep at minimum to provide enough space for tree and shrubs to grow.
- 2. Buffer Required. The following conditions shall require a buffer which shall be a landscaped area, wall, or other structure intended to separate and obstruct the view between two adjacent zoning districts, land uses or properties:

- A. Any other zoning district, other than an Agricultural A-1 District that abuts any residential district shall require a buffer as described in this section. The buffer shall be provided by the non-residential use when adjoining a residential district.
- B. All Industrial Districts that abut any other district shall provide a buffer as required by this section.
- C. Any storage area, garbage storage, junk storage or loading docks, and loading areas, in any District shall be screened from public street view by a buffer.
- 3. Buffers. Buffers required under the provisions of this section or elsewhere in the zoning ordinance shall be accomplished by any one or approved combination of the following methods:
  - A. Buffer Wall: A buffer wall or fence shall not be less than six (6) feet in height and has to be constructed of a permanent low maintenance material such as concrete block, cinder block, brick, concrete, precast concrete, tile block or weather resistant wood approved by the Planning and Zoning Commission and City Council.
  - B. Landscape Buffer: A landscape buffer shall not be less than twenty-five (25) ten (10) feet in width, designed and landscaped with an earth berm and predominant plantings of evergreen type trees, shrubs and plants starting at three (3) feet in height and have minimum six (6) foot mature height as to assure year around effectiveness; height of berm a minimum of three (3) feet with a 3:1 maximum slope and density and height of plantings shall be adequate to serve as a solid and impenetrable screen. A chain link fence may exist for security purposes, but is not considered a part of the landscape screening to satisfy the intent of this requirement.
- 4. Burden of Provision of Buffer. The burden of provision and selection of the buffer shall be as follows:
  - A. Where two different zoning districts, requiring a buffer between them, are already developed, the above requirement is not retroactive and a buffer is not required. If a buffer is desired, it shall be provided by mutual agreement between adjacent property owners. However, in the event of any or all of the improved property is abandoned, destroyed, or demolished, for the purpose of renewal or redevelopment, that portion of such property being renewed or redeveloped, shall be considered vacant and subject to the requirements herein.

- B. Where one of two different zoning districts requiring a buffer between them is partly developed, the developer of the vacant land shall assume the burden, unless otherwise specified herein.
- C. Where both zoning districts, requiring a buffer between them, are vacant or undeveloped, the burden shall be assumed by the developer of the land that is improved or developed, except for agricultural uses and unless otherwise specified herein.
- 5. Waiver of Buffer Requirements. Where the line between two districts, requiring a buffer, follows a street, right-of-way, railroad, stream, or other similar barrier, the requirement for a buffer may be waived by the City Council provided such waiver does not permit the exposure of undesirable characteristics of land use to public view.
- 6. Surfacing Requirements. Driveway entrances must be of Portland Cement Concrete a minimum if ten (10) feet. Industrial Zones are allowed to have aggregate parking, loading areas and access roadways. If parking, loading areas and access roads are within 200' of any other district accept A-1, a durable and dustless surface paved with asphaltic or Portland Cement Concrete pavement must be used.
- 7. Off-Street Parking. Refer to Chapter 165.21 of the City's Code of Ordinance.
- 8. Handicap Accessible Parking Requirements. Refer to Chapter 69.07.D of the City's Code of Ordinance and Federal ADA guidelines.
- 9. Waiver of Requirements. The City Council reserves the right to waive or modify to a lesser requirement any provision or requirement of off-street parking and loading areas contained in this chapter, provided a report on such change is received from the Planning and Zoning Commission or City Administrator, provided adequate area exists for future expansion, and further provided said waiver or modification does not adversely affect the intent of these regulations to adequately safeguard the general public and surrounding property. Exceptions will only be considered for those uses where special circumstances warrant a change and whereby the modification or waiver is determined to be in the best interest of the general public.
- 10. Architectural Standards. As part of the submittal of a site plan for any development covered by this ordinance, architectural plans for buildings shall be submitted for review and approval by the City Council after recommendation from the Planning and Zoning Commission. Documentation to be submitted shall include building elevations showing the building's design and a description of structural and exterior materials to be used. The following standards shall be considered by the City to review architectural plans:

- A. Multiple-Family Dwellings in All Districts. The architecture of multiple-family buildings shall be designed in a manner compatible with adjoining residential uses in the neighborhood. Architectural design for multiple-family buildings shall include exterior building materials, exterior details and texture, treatment of windows and doors, and a variety in the wall and roof design to lessen the plainness of appearance that can be characteristic of large residential buildings. Adequate treatment or screening of negative aspects of buildings (loading docks, loading areas, outside storage areas, garbage dumpsters and HVAC mechanical units) from any public street and adjoining properties shall be required. Buildings shall be designed or oriented not to expose loading docks, or loading areas to the public.
- B. Non-Residential Uses in the "R" Districts. Any building used for a permitted non-residential use in "R" Districts shall be designed and constructed with architecture and use of materials compatible with the residential uses within the neighborhood. Buildings located on a residential street in an "R" District shall be residential in character. Adequate treatment or screening of negative aspects of buildings (loading docks, loading areas, outside storage areas, garbage dumpsters and HVAC mechanical units) from any public street and adjoining properties shall be required. Buildings shall be designed or oriented not to expose loading docks, or loading areas to the public. The architectural design shall be approved by the City.
- C. All Uses within the Central Business District. The Central Business District is defined: E. 5<sup>th</sup> Street south to E. Madison Street and N. 2<sup>nd</sup> Avenue west to N. B Avenue. Architectural design and use of materials for the construction of any building shall be approved by the City. Buildings within the Main Street District shall have as a primary element of the building exterior fascia glass(store front portion of the building), brick, concrete panels(bulkheads below store front windows), textured concrete block, architectural steel or stone panels, or cement fiber composite siding, with all sides of any building built consistent in design and use of materials. No wood, masonite, visible asphaltic exterior wall or roof material, aluminum or steel siding, nonarchitectural sheet metal, non-textured concrete block, stucco, E.I.F.S. (Exterior Insulation and Finish System) or other similar materials shall constitute a portion of any building except as a trim material, unless the City Council after receiving a recommendation from the Planning and Zoning Commission, shall determine said material when used as a primary element, does not detract from the physical appearance of the building. Infill construction, setbacks and store front design should follow National Main Street Center Guidelines. It is recommended that The Secretary of the Interiors Standards for Rehabilitation be considered when remodeling a building in the Central Business District. Adequate treatment or screening of negative aspects of buildings (loading docks, loading areas, outside storage areas, garbage dumpsters and HVAC mechanical units) from any public street

and adjoining properties shall be required. Building shall be designed not to expose loading docks, nonresidential use overhead doors or loading areas to the public.

D. All Uses within Industrial Districts. Architectural design and use of materials for construction of any building in the Industrial Districts shall be reviewed as part of the site plan proposal and shall be approved by the City. Loading areas, loading docks, storage areas, and garbage dumpsters shall be located, screened or oriented to minimize their exposure to view from public streets.

**164.07 BUILDING PERMITS.** No building permit shall be issued for the construction of any structure that is subject to the provisions of this chapter, until a site plan has been submitted for review covering the land upon which said structure is to be erected, and further, approved by City Council for such development in accordance with this chapter. A partial building permit may be granted prior to site plan approval at the recommendation of the City Engineer and the Building and Zoning Administrator.

**164.08 FEES.** The City Council shall establish a schedule of fees, charges, and expenses and a collection procedure for site plan approval and other matters pertaining to this chapter. The schedule of fees shall be posted in the office of the City Clerk, and may be altered or amended only by the City Council. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

**164.09 VALIDITY OF APPROVAL.** A site plan shall become effective upon certification of approval by the City Council.

1. The City Council approval of any site plan required by this chapter shall remain valid for one (1) year after which time the site plan shall be deemed null and void if the development has not been established or actual construction commenced. A single one (1) year extension may be allowed with approval of City Council upon recommendation of the Commission. For the purpose of this chapter "actual construction" shall mean that the permanent placement of construction materials has started and is proceeding without undue delay. Preparation of plans, securing financial arrangements, issuance of building permits, letting of contracts, grading of property, or stockpiling of materials on the site shall not constitute actual construction.

**164.10 SITE PLAN AMENDMENT.** Any site plan may be amended in accordance with the standards and procedures established herein, including payment of fees, provided that the Zoning Administrator may waive such procedures for those minor changes hereinafter listed. Such minor changes shall not be made unless the prior written approval for such changes is obtained from the Zoning Administrator. No fees shall be required for such minor changes.

- 1. Moving building walls within the confines of the smallest rectangle that would have enclosed each original approved building(s).
- 2. Relocation of building entrances, exits or shortening of building canopies.
- 3. Changing to a more restrictive commercial or industrial use, provided the number of off-street parking spaces meets the requirement of the Washington Zoning Ordinance.
- 4. Changing angle of parking or aisle provided there is no reduction in the amount of off-street parking as originally approved.
- 5. Substituting plant species provided a landscape architect, engineer or architect certifies the substituted species is similar in nature and screening effect.
- 6. Changing type and design of lighting fixtures provided an engineer or architect certifies there will be no change in the intensity of light at property boundary.
- 7. Increasing peripheral yards.
- **164.11 APPLICABILITY TO EXISTING DEVELOPMENT.** The requirements of this chapter shall not apply to the placement of any structure for which building permits have been issued as of the date of the adoption of this ordinance codified by this chapter (September 13, 2012), provided that if such building permit shall expire, then a new building permit shall not be issued until the requirements of this chapter have been met. Provided further, that if an existing structure is to be reconstructed, redeveloped, enlarged, expanded, or otherwise increased:
  - 1. In the case of building uses, in an amount 50% or greater of its existing ground coverage and/or total floor space; or
  - 2. In the case of non-building uses or non-building portion of uses, in the amount 50% or greater of the existing developed non-building site area, then the provisions of this chapter shall apply.
- **164.12 ENFORCEMENT.** No occupancy permit or building permit shall be issued by the City or have any validity until the site plan has been approved in the manner prescribed herein.
- **164.13 CHANGES AND AMENDMENTS.** Any provision of this chapter may be changed and amended from time to time by the Council; provided, however, such changes and amendments shall not become effective until after study and report by the Commission and until after a public hearing has been held, public notice of which shall be given in a newspaper of general circulation at least fifteen (15) days prior to the hearing.

**164.14 MAINTENANCE BONDS.** Maintenance bonds shall be posted with the City by the developer at the developer's cost for improvements required under this chapter for the following time periods and improvements:

Streets and alleys	5 years
Storm sewer, drainage and detention	5 years
Concrete pavement	5 years
Asphalt overlays	2 years
Sidewalks	2 years
Curb and gutter	5 years
Water facilities	2 years
Sanitary sewer facilities	2 years
All other underground utilities	2 years

#### RESOLUTION NO. \_\_\_\_\_

#### A RESOLUTION AUTHORIZING LEVY, ASSESSMENT, AND COLLECTION OF COSTS TO THE WASHINGTON COUNTY TREASURER.

WHEREAS, the City of Washington, Iowa is empowered to levy, assess, and collect costs of improvement and removal of debris against the abutting property owner,

WHEREAS, trash and junk were removed from the following listed property owners:

The property of Sean M. and Jaci R. Salazar at 633 W. Jefferson St. for the amount of \$70.00. Legal description (06 03 SW WASH). Parcel Number (11-18-479-001).

The property of Stanley R. and Roberta J. Skinner at 213-215 E. 3<sup>rd</sup> St. for the amount of \$100.00. Legal Description (02 01 OP). Parcel Number (11-17-331-005).

WHEREAS, snow and ice were removed from the following listed property owners:

The property of Federal National Mortgage Association at 921 E. Washington St. for the amount of \$65.00. Legal Description (K BAKERS SD PAR B). Parcel Number (11-17-476-032).

The property of La Canada, Inc. at 321 S. Iowa Ave. for the amount of \$105.00. Legal Description (07 23 OP E 53 FT LOT 6 EXC N 24 FT OF W 19 FT & S1/2 LOT 7 8 & W 41FT). Parcel Number (11-17-379-012).

The property of Thomas W. and Stacy B. Ross at 1304 E. Washington St. for the amount of \$40.00. Legal Description (09 11 SMOUSES 2ND ADD LOT 10 & E1/2). Parcel Number (11-16-310-010).

The property of Federation National Mortgage Association at 921 E. Washington St. for the amount of \$80.00. Legal Description (K BAKERS SD PAR B). Parcel Number (11-17-476-032).

The property of Shirley Charbonneau at 617 E. Van Buren St. for the amount of \$80.00. Legal Description (02 SIMMERINGS SD LOT 1 & E1/2 ABD RR ROW ADJ LOT 1 &). Parcel Number (11-20-207-010).

The property of La Canada, Inc. at 321 S. Iowa Ave. for the amount of \$100.00. Legal Description (07 23 OP E 53 FT LOT 6 EXC N 24 FT OF W 19 FT & S1/2 LOT 7 8 & W 41FT). Parcel Number (11-17-379-012).

and,

WHEREAS, due notice was given to the above property owners that said amount would be assessed to the property if payment was not made or an appeal was not made,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the City Clerk be instructed to certify the above delinquent payment to be assessed against

said property as listed above and that the City Clerk certify County Treasurer.	a copy of this resolution to the Washington
Passed and Approved this 17th day of April, 2013.	
	Sandra Johnson, Mayor
Attest:	
Illa Earnest, City Clerk	