



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE COUNCIL CHAMBERS
AT 120 E. MAIN STREET
AT 6:00 P.M., TUESDAY, FEBRUARY 17, 2015

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, February 17, 2015 to be approved as proposed or amended.

Consent:

1. Council Minutes 02-03-2015
2. Council Minutes 02-10-2015
3. Ahlers & Cooney, Professional Services-Unified South Central Residential UR Area Amendment, \$1,710.49
4. Natgun Corp., Ground Storage Reservoir, \$56,076.60
5. Bp One Trip, 1504 E. Washington St., Class C Beer Permit (BC), Sunday Sales, (renewal)
6. Department Reports

Claims and Financial Reports:

Claims as Presented.

Financial Reports.

SPECIAL PRESENTATION

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

UNFINISHED BUSINESS

NEW BUSINESS

Auditor's Report for FY2013-2014 – Gronewold, Bell, Kyhnn & Co., P.C.

Discussion and Consideration of Engineering Services Agreement – Business Park Design.

Discussion and Consideration of Engagement Agreement with Ahlers & Cooney – 2015 Streets/Fire Truck Bond Issue.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Discussion and Consideration of Resolution Fixing Date for a Hearing on the Issuance of Debt – 2015 Streets/Fire Truck Bond Issue.

Discussion and Consideration of Resolution Adopting Updated City of Washington Safety Manual.

Discussion and Consideration of Resolution Amending Personnel Policies – Mileage Reimbursement.

Discussion and Consideration of First Reading of Ordinance Amending Chapter 165 - Residential Zoning Code Changes – P&Z Recommendations.

Discussion and Consideration of Third Reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 147 “Rental Housing Regulatory and Inspection Program” to Define Exemptions to Registration and Inspection.

Discussion and Consideration of Second Reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 65 “Stop or Yield Required” by Replacing Stop Sign with Yield Sign Ridgeview Court at Timber Ridge Drive.

DEPARTMENTAL REPORT

Police Department
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

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

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 02-03-2015

The Council of the City of Washington, Iowa, met in the council chambers, 120 E. Main Street, at 6:00 P.M., Tuesday, February 3, 2015. Mayor Johnson in the chair. On roll call present: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Absent: Zieglofsky.

Motion by Rosien, seconded by Shellmyer, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, February 3, 2015 be approved as amended. Presentations from the Public was moved before Special Presentations. Motion carried.

Consent:

1. Council Minutes 01-20-2015
2. Council Minutes 01-27-2015
3. Veenstra & Kimm, Reserves Site Plan, \$495.75
4. Veenstra & Kimm, N. 6th Ave. Reconstruction-Design, \$667.20
5. Veenstra & Kimm, Engineering Services Sitler Dr. Widening, \$7,940.00
6. Spark Consulting(Rebecca Lawin McCarley), West Side Neighborhood Survey, \$1,918.89.
7. Kevin D. Olson, Professional Services, \$1,458.72
8. Columbus Club, 606 W. 3rd Street, Liquor License (LC) (Commercial), Sunday Sales, **(Renewal)**
9. Columbus Club, 606 W. 3rd Street, Dance Permit **(Renewal)**
10. Department Reports

Motion by Kendall, seconded by Shepherd, that the consent agenda be approved. Motion carried.

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

Kay Sheetz came before council to read a presentation to the council regarding a serious farm accident her son, Brad Sheetz, had suffered in September, 2014 and what action might have been taken to make the response to the accident better. Several people involved in the incident rose to speak. Council agreed that a work session meeting should be held with county groups and others to discuss the matter further.

The Washington Tree Committee members Marde McConnell, Linda Varney, John Marshall, and Carol Miller, came before council to give their annual report. Halcyon House received the Volunteer of the Year Award which was accepted by Halcyon House Executive Director Chris Marshall.

KIDZFEST represented by April Cuddeback came before council to request street closures around the Square for their annual event on May 15. Motion by Shellmyer, seconded by Rosien, to approve the request. Motion carried.

Craig Rembold representing Relay for Life and Corn Country Cruisers came before council to request closure of the entire Square parking area for their joint Relay for Life and Corn Country Cruisers Car Show event "Cruising for Cancer" on June 13. Because of the car show the outside parking areas around the Square will be blocked off and the inner lanes blocked for the Relay walking route. Motion by Rosien, seconded by Kendall, to approve the request for the June 13th event. Motion carried.

The nuisance abatement update to council was given by Building & Zoning Official Steve Donnolly.

After discussion concerning the Wayland Road/Country Club Area and future planning, motion by Salazar, seconded by Rosien, to direct staff to come up with more cost figures and get an idea of interest in any potential projects. Motion carried.

Motion by Rosien, seconded by Kendall, to approve the Resolution Approving Reimbursement Agreement with Washington Chamber of Commerce. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shepherd. Nays: Shellmyer. Motion carried. **(Resolution No. 2015-003)**

Motion by Kendall, seconded by Shepherd, to approve the Resolution Establishing New Fund – 010 Chamber of Commerce Reimbursement. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shepherd. Nays: Shellmyer. Motion carried. **(Resolution No. 2015-004)**

Motion by Shepherd, seconded by Kendall, to approve the Resolution Authorizing Assessment to Taxes. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. **(Resolution No. 2015-005)**

Mayor Johnson announced that now is the time for the first reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 65 “Stop or Yield Required” by Replacing Stop Sign with Yield Sign Ridgeview Court at Timber Ridge Drive.

Motion by Rosien, seconded by Shellmyer, to approve the first reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 65 “Stop or Yield Required” by Replacing Stop Sign with Yield Sign Ridgeview Court at Timber Ridge Drive. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried.

Mayor Johnson announced that now is the time for the first reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 147 “Rental Housing Regulatory and Inspection Program” to Define Exemptions to Registration and Inspection.

Motion by Kendall, seconded by Salazar, to approve the first reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 147 “Rental Housing Regulatory and Inspection Program” to Define Exemptions to Registration and Inspection. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer. Nays: Shepherd. Motion carried.

Motion by Kendall, seconded by Shepherd, that the Regular Session held at 6:00 P.M., Tuesday, February 3, 2015 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Council Minutes 02-10-2015

The Council of the City of Washington, Iowa, met in Special Session in the Nicola-Stoufer Meeting Room, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Tuesday, February 10, 2015. Mayor Johnson in the Chair. On roll call present: Kendall, Rosien, Salazar, Shellmyer, Shepherd, Zieglowsky. Absent: none.

Motion by Kendall, seconded by Shepherd, that the agenda for the Special Session to be held at 6:00 P.M., Tuesday, February 10, 2015 be approved as proposed. Motion carried unanimously.

Richard Gilmore, Washington resident and business owner, came before council with concerns regarding available off street parking for cars during snow events and snow emergencies, especially on the Square. Some residents do not have a place to get their cars off of the street. Council said they were aware of the problem and they will address the issue at a future council work session.

The budget discussion began with the Outside Entities budget requests - Washington Chamber of Commerce (Tourism) (\$15,000), Main Street Washington (\$15,000), and WEDG (\$21,000). In attendance were Michelle Redlinger and Paul Horak representing the Chamber of Commerce; Sarah Sadrakula representing Main Street Washington; and Ed Raber representing the Washington Economic Development Group.

After discussion, motion by Rosien, seconded by Kendall, to approve \$15,000 to Washington Chamber of Commerce (Tourism). Motion carried.

After discussion, motion by Shellmyer, seconded by Rosien, to approve \$15,000 to Main Street Washington. Motion carried.

After discussion, motion by Salazar, seconded by Kendall, to approve \$21,000 to WEDG. Shellmyer: "No". Motion carried.

Council reviewed the final three department budgets (Development Services, Administration & Finance, and Sanitation) not discussed at the last budget session January 27.

The police department budget was revisited. After discussion, motion by Salazar, seconded by Shellmyer, to approve 1.50% as the increase in the police department operating budget. Motion carried.

Motion by Kendall, seconded by Salazar, to hold the public hearing on the proposed FY 2015-2016 Budget Tuesday, March 3, 2015, at 6:00 P.M. at the Regular Council Session to be held in the council chambers, 120 E. Main Street. Motion carried.

Motion by Rosien, seconded by Salazar, that the Special Session held at 6:00 P.M., Tuesday, February 10, 2015 be adjourned. Motion carried unanimously.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

January 27, 2015

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 686597
Client #: 11307
Matter #: 40
Billing Attorney: PJM

INVOICE SUMMARY

RE: AMENDMENT NO. 1 TO UNIFIED SOUTH CENTRAL
RESIDENTIAL UR AREA

For professional services rendered and costs advanced through January 23, 2015:

Total Professional Services	\$ 1,690.00
Total Expenses	<u>\$ 20.49</u>
TOTAL THIS INVOICE	\$ 1,710.49



Contractor's Application for Payment No. 9

Application Period: 1/1/2015 - 01/31/2015		Application Date: 1/31/2015	
To (Owner):	City of Washington, Iowa	Via (Engineer):	FOX Engineering
Project:	New 1.0 MG Ground Storage Reservoir	Contract:	
Owner's Contract No.:		Engineer's Project No.:	3424-13A

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1	\$10,801.37	
TOTALS			
NET CHANGE BY CHANGE ORDERS		\$10,801.37	

1. ORIGINAL CONTRACT PRICE	\$	\$1,622,088.00
2. Net change by Change Orders	\$	\$10,801.37
3. Current Contract Price (Line 1 + 2)	\$	\$1,632,889.37
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	\$1,597,209.37
5. RETAINAGE:		
a. 5% X 1,597,209.37 Work Completed	\$	\$79,860.47
b. 5% X Stored Material	\$	\$79,860.47
c. Total Retainage (Line 5a + Line 5b)	\$	\$159,720.94
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	\$1,437,568.43
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$1,461,272.30
8. AMOUNT DUE THIS APPLICATION	\$	\$56,076.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above)	\$	\$115,540.47

Contractor's Certification

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

Contractor Signature

By: Wayne Goon *Wayne Goon* Date: 1/31/2015

Payment of:

\$ 56,076.60

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Anthony J. Jager (Engineer) 2-9-15 (Date)

Payment of:

\$ 56,076.60

(Line 8 or other - attach explanation of the other amount)

is approved by:

Wayne Goon (Owner) 2/13/15 (Date)

Approved by:

Funding or Financing Entity (if applicable) (Date)

License Application (BC0027956)

Applicant

Name of Applicant: Cobb Oil Co., Inc.
Name of Business (DBA): bp One Trip
Address of Premises: 1504 E Washington St
City: Washington County: Washington Zip: 52353
Business Phone: (319) 653-2243
Mailing Address: 1504 E Washington St
City: Washington State: IA Zip: 52353

Contact Person

Name: Mark Cobb
Phone: (319) 653-2243 Email Address:

Classification: Class C Beer Permit (BC)

Term: 12 months

Effective Date: 04/01/2015

Expiration Date: 03/31/2016

Privileges:

Class C Beer Permit (BC)
Sunday Sales

Status of Business

BusinessType: Privately Held Corporation
Corporate ID Number: 8663 Federal Employer ID # 42-1110174

Ownership

Mark Cobb

First Name: Mark Last Name: Cobb
City: Brighton State: Iowa Zip: 52540
Position President
% of Ownership 100.00 % U.S. Citizen

Insurance Company Information

Insurance Company: First Western Insurance
Policy Effective Date: Policy Expiration Date:
Bond Effective Continuously: Dram Cancel Date:
Outdoor Service Effective Date: Outdoor Service Expiration Date:
Temp Transfer Effective Date: Temp Transfer Expiration Date:

Maintenance and Construction Report

1/17/15-1/30/15

STREETS: M/C Personnel pothole patched nearly the entire town. The street sweeper ran most of the curb and gutter streets in town while weather permitted. Personnel placed brine and salt on the streets a couple occasions. Personnel installed 2 Yield signs at North Ave C-West 6th St as passed by City Council, a previously uncontrolled intersection. Personnel assisted the Park Supt by taking out 8 old park benches in Central Park. Personnel measured all the seal coat streets L/W for a master list as well as inspecting the streets for the seal coat project this year. The Christmas tree pick up totaled 135.

WATER DISTRIBUTION: M/C Personnel repaired a couple water shut offs, 1020 North 7th Ave (new rod) and 1004 North 6th Ave (new curb stop). Personnel had 16 water shut offs for nonpayment.

SEWER COLLECTION: M/C Personnel flushed terminal manholes and trouble spots using 42,000 gallons of water. Personnel came upon a plugged sewer while flushing and after jetting 200 ft at North Ave B- West 6th, the obstruction had been eliminated and normal flow resumed.

STORM SEWER COLLECTION: M/C Personnel performed investigations for Fox Engineering on a storm line.

MECHANIC/SHOP: M/C Personnel serviced PD 97, PD 96, #119 (plow cutting edge), #111 (brakes), #115 (turbo, air filters and fuel filters), #601 (plow mount), PD 672, #003 (fuel pump), backhoes and end loaders (greased) and #611 (tailgate).

OTHER: M/C Personnel responded to 17 One Call Locates. Personnel attended a couple meetings, DOT with the Skunk River bridge along Hwy 1 and the annual meeting for Iowa One Call. Personnel assisted Nick at the Cemetery with a couple services.

Please note that this report does not include every task M/C personnel performed, but shall be a highlight of our work performed as a department.

**WWTP report
February 17, 2015
Council Meeting**

- **After hour alarm and dog call outs –**
31st dog call, Safety Center reported a dog to be picked at 1015 E Washington, 12:30 p.m. Delen
- **Dept Head meetings –** I attended the meetings on the 10th and 17th.
- **IRE –** IRE hasn't discharged any waste water to the WWTP.
- **SASSO safety meeting–** Jason, Delen and I attended the meeting in Washington on the 10th. Jason, Delen, and I all had hearing tests after the meeting.
- **Delen –** Has received 2 of 3 preventative rabies shots. These shots will protect him in case he is bitten by a rabid animal or dog.
- **WWTP AED –** Safety Director Henkle installed a new battery and replaced the pads in our AED.
- **Maintenance –** We been performing routine maintenance on a lot of equipment. The SCADA system lets us know when it's required.
- **WWTP January 2015 MOR –** Average daily flow **1.54** million gallons (mg), maximum daily flow **2.08** mg, minimum daily flow **1.31** mg. There were **no** violations of the WWTP's NPDES discharge permit. Total melted precipitation for January 2015 = **>0.85"** (recorded at the WWTP).

CBOD5 Removal 85% required result = <100 %
Influent CBOD5 monthly average = **46.89** mg/L
Effluent CBOD5 monthly average = **<3.0** mg/L

TSS Removal 85 % required result = 98.4 %
Influent TSS monthly average = **147.9**mg/L
Effluent TSS monthly average = **2.3** mg/L

**Fred E. Doggett
2/13/2015 2:01 PM**

CITY OF WASHINGTON, IOWA

CLAIMS REPORT FEBRUARY 17, 2015

POLICE

ALLIANT ENERGY
 ARAMARK UNIFORM SERV INC.
 BARRON MOTOR SUPPLY
 COBB PETROLEUM
 DIGITAL ALLY
 JOHN DEERE FINANCIAL
 LONG, ERIC
 L-TRON CORPORATION
 MARCO INC
 MEDIACOM
 MID-STATES ORGANIZED CRIME
 MOORE'S BP AMOCO INC
 QUILL
 ROSS AUTO & MUFFLER SHOP INC
 SHOTTENKIRK
 TODD, ADAM
 VERIZON WIRELESS
 WASH CO AUDITOR
 WINDSTREAM IOWA COMMUNICATIONS

ALLIANT ENERGY	302.45
SERVICE	157.51
SUPPLIES	329.16
M/C GARAGE %	1,733.92
SUPPLIES	395.00
SUPPLIES	39.98
REIMBURSEMENT	120.00
SCANNER KIT	1,385.40
COPIER MAINT	81.50
INTERNET SERVICE	102.95
MEMBERSHIP DUES	150.00
CAR WASH	6.00
OFFICE SUPPLIES	68.82
WHEEL ALIGNMENT	51.74
REPAIR AND PARTS	393.17
SERVICE	20.00
WIRELESS SERVICE	1,419.87
FEBRUARY COMMUNICATION	20,276.83
SERVICE	370.71
TOTAL	27,405.01

FIRE

ALLIANT ENERGY
 COBB PETROLEUM
 LEET'S REFRIGERATION
 MARK'S SANITATION
 MIDWEST BREATHING AIR SYSTEMS
 SITLER'S ELECTRIC
 VERIZON WIRELESS
 WL CONSTRUCTION

ALLIANT ENERGY	604.90
M/C GARAGE %	84.18
ICE MACHINE MAINTENANCE	32.75
FIRE DEPT DUMPSTER	215.00
MIDWEST BREATHING AIR SYST	184.00
ELEC SUPPLIES	219.13
WIRELESS SERVICE	61.66
SAFETY EQUIPMENT	194.85
TOTAL	1,596.47

DEVELOP SERV

BRUNS, DAVID
 COBB PETROLEUM
 HENKEL, KEITH
 IAPMO - IOWA CHAPTER
 IMPRESSIONS COMPUTERS, INC
 MIKE'S LAWN CARE
 SHOTTENKIRK
 VERIZON WIRELESS
 VISA

MILEAGE REIMB	44.64
M/C GARAGE %	32.63
REIMBURSE FOR MEALS AT CONF	29.38
MEMBERSHIP DUES	20.00
SERVICE	187.50
ABATEMENTS	187.00
REPAIR PARTS	59.17
WIRELESS SERVICE	253.96
SCREEN PROT & CASES	183.92
TOTAL	998.20

LIBRARY

ALL AMERICAN PEST CONTROL
 ALLIANT ENERGY
 AMAZON
 BAKER & TAYLOR
 CINTAS CORP LOC. 342
 DEMCO
 GALE/CENGAGE LEARNING
 MIDWEST ALARM
 RECORDED BOOKS LLC
 TEI LANDMARK AUDIO
 VISA
 WINDSTREAM IOWA COMMUNICATIONS
 ZEE MEDICAL INC.

SERVICE	40.00
ALLIANT ENERGY	2,712.65
SUPPLIES	2,036.78
BOOKS	926.58
SERVICE	42.90
BOOK PROCESSING SUPPLIES	75.57
WESTERNS	36.34
INSPECTION AND FIRE ALARM	648.00
AUDIOBOOKS	26.99
BOOKS	344.30
POSTAGE AND SUPPLIES	401.51
ELEVATOR LINE	53.19
LIFE SUPPORT SUPPLIES	270.00
TOTAL	7,614.81

PARKS	ACE-N-MORE	SUPPLIES	121.66
	ALLIANT ENERGY	ALLIANT ENERGY	2,633.72
	COBB PETROLEUM	M/C GARAGE %	64.44
	FASTENAL COMPANY	SUPPLIES	43.68
	JOHN DEERE FINANCIAL	SUPPLIES	44.86
	LOWRY EQUIPMENT	SKID SHOE	312.28
	SITLER'S ELECTRIC	ELEC SUPPLIES	176.99
	SITLER'S SUPPLIES INC.	LIGHTS FOR PARK	305.00
	VERIZON WIRELESS	WIRELESS SERVICE	27.96
	VISA	BABY CHANGING STATIONS	410.98
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	104.01
		TOTAL	4,245.58
POOL	ZEE MEDICAL INC.	LIFE SUPPORT SUPPLIES	270.00
		TOTAL	270.00
CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	627.78
	GREINER DISCOUNT TIRES	TIRES	757.44
	LOWRY EQUIPMENT	MOWER PARTS	141.64
	O'REILLY AUTOMOTIVE INC	PARTS	289.99
	TIFCO INDUSTRIES	SHOP SUPPLIES	42.17
	VISA	BLINDS	271.80
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	129.74
		TOTAL	2,260.56
FINAN ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	1,541.02
	CINTAS CORP LOC. 342	SERVICE	122.42
	GOOGLE INC	SERVICE	200.00
	IOWA DIVISION OF LABOR SERVICES	BOILER INSPECT. OLD LIBRAR	40.00
	LEET'S REFRIGERATION	ICE MACHINE MAINTENANCE	32.75
	MEDIACOM	INTERNET SERVICE	102.95
	PIP PRINTING	WINDOW ENVELOPES	430.92
	VERIZON WIRELESS	WIRELESS SERVICE	305.79
	WASH COUNTY MINIBUS	LOST	15,867.91
	WASHINGTON EVENING JOURNAL	LEGAL & CLASS ADVERTISING	463.93
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	1,228.35
	ZEE MEDICAL INC.	LIFE SUPPORT SUPPLIES	155.00
		TOTAL	20,491.04
AIRPORT	ACE-N-MORE	SUPPLIES	8.48
	ALLIANT ENERGY	ALLIANT ENERGY	668.91
	EASTERN AVIATION FUELS INC	FUEL	587.47
	MAPLE GROVE CONSTRUCTION	HANGAR A RECOVER PROJ	21,740.00
	MIKE'S LAWN CARE	SNOW REMOVAL AIRPORT & ABA	189.00
	VERIZON WIRELESS	WIRELESS SERVICE	27.96
	VISA	WHEELS	125.31
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	169.75
		TOTAL	23,516.88
ROAD USE	ACE-N-MORE	SUPPLIES	181.94
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	85.50
	CERTIFIED LABORATORIES	SUPPLIES	431.77
	CHEMSEARCH	SUPPLIES	59.79
	COBB PETROLEUM	M/C GARAGE %	1,265.03
	DOUDS STONE LLC	ROADSTONE	181.80
	EVANS WELDING LLC	SERVICE	250.00

	GILLUND ENTERPRISES	SUPPLIES	175.22
	HIWAY SERVICE CENTER	SUPPLIES	258.81
	JOHN DEERE FINANCIAL	SUPPLIES	25.68
	KCII	ADVERTISING	175.50
	KIMBALL MIDWEST	SUPPLIES	140.25
	RIVER PRODUCTS	CONCRETE/SAND	374.61
	THOMPSON TRUCK AND TRAILER INC.	MIRROR	88.88
	SADLER POWERTRAIN	ELBOW	9.05
	WASHINGTON CO TREASURER	SALT	3,549.00
	WASHINGTON EVENING JOURNAL	LEGAL & CLASS ADVERTISING	45.00
	WIBSTAD, ZACH	MEAL REIMBURSEMENT	13.35
	WINTER EQUIPMENT	CURB GUARD	719.08
		TOTAL	8,030.26
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	9,974.96
		TOTAL	9,974.96
TREE COMMITTEE	CUSTOM IMPRESSIONS INC	SUPPLIES	28.95
	MCCONNELL, MARDE	REIMBURSEMENT	104.48
		TOTAL	133.43
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	12,375.16
	COBB PETROLEUM	M/C GARAGE %	71.78
	FERGUSON WATERWORKS# 2516	SUPPLIES	64.59
	STATE HYGIENIC LAB	WATER TESTING	787.50
	VERIZON WIRELESS	WIRELESS SERVICE	51.66
	WASHINGTON ELECTRIC INC.	LIGHT REPAIR	88.77
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	51.80
		TOTAL	13,491.26
WATER DIST	ACE-N-MORE	SUPPLIES	55.98
	ALLIANT ENERGY	ALLIANT ENERGY	47.06
	COBB PETROLEUM	M/C GARAGE %	718.49
	HIWAY SERVICE CENTER	SUPPLIES	73.28
	JOHN DEERE FINANCIAL	SUPPLIES	0.91
	LEET'S REFRIGERATION	ICE MACHINE MAINTENANCE	32.75
	MILLER & SONS, INC.	REPAIR 827 W MAD, CITY SIDE	985.00
	MOORE'S BP AMOCO INC	FUEL	8.43
	MOSE LEVY CO INC	VALVE WRENCH	16.80
	VERIZON WIRELESS	WIRELESS SERVICE	128.31
	VISA	ANTIVIRUS FOR COMPUTER	49.99
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	93.75
		TOTAL	2,210.75
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	297.46
	ATCO INTERNATIONAL	SUPPLIES	100.00
	COBB PETROLEUM	M/C GARAGE %	82.39
	FAREWAY STORES	SUPPLIES	16.72
	GREINER DISCOUNT TIRES	TIRES	757.44
	HIWAY SERVICE CENTER	SUPPLIES	30.95
	JOHN DEERE FINANCIAL	SUPPLIES	75.98
	NORTHERN SAFETY CO., INC.	SAFETY SUPPLIES	119.36
	O'REILLY AUTOMOTIVE INC	PARTS	73.24
	TIFCO INDUSTRIES	SAFETY SUPPLIES	122.10
	VERIZON WIRELESS	WIRELESS SERVICE	509.16
	VISA	TRAINING AND SUPPLIES	216.69
	WASHINGTON LUMBER	BUILDING SUPPLIES	32.77
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	300.62

ZEE MEDICAL INC.

LIFE SUPPORT SUPPLIES

155.00

TOTAL

2,889.88

SEWER COLLECT

ALLIANT ENERGY

COBB PETROLEUM

FRYTOWN TRAILERS

LEET'S REFRIGERATION

UTILITY EQUIPMENT CO

VERIZON WIRELESS

WINDSTREAM IOWA COMMUNICATIONS

ALLIANT ENERGY

2,124.72

M/C GARAGE %

618.49

FLATBED

2,265.00

ICE MACHINE MAINTENANCE

32.75

STRAPS

204.33

WIRELESS SERVICE

87.54

SERVICE

93.75

TOTAL

5,426.58

ANIMAL CONTROL

IDALS - IA DEPT OF AGRICULTURE

JOHN DEERE FINANCIAL

DOG POUND LICENSE RENEWAL

75.00

DOG FOOD

59.97

TOTAL

134.97

SANITATION

IOWA BAG & RECYCLING PRODUCTS

RECYCLING SERVICES AGENCY

IOWA BAG & RECYCLING PRODU

8,987.20

FEBRUARY RECYCLING

816.67

TOTAL

9,803.87

TOTAL

140,494.51

CITY OF WASHINGTON
MONTH TO DATE TREASURERS REPORT
JANUARY 31, 2015

FUND	1/1/2015 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/31/2015 ENDING CASH BALANCE
001-GENERAL FUND	956,075.68	130,333.34	-	306,173.43	575.98	780,811.57
002-AIRPORT FUND	184,782.08	27,485.24	-	24,567.96	-	187,699.36
011-MAIN STREET REIMBURSEMENT	-	3,832.77	-	4,503.78	32.49	(638.52)
012-WEDG REIMBURSEMENT	240.96	6,491.09	-	8,527.32	47.16	(1,748.11)
110-ROAD USE	626,562.21	66,097.06	-	67,059.79	264.77	625,864.25
112-EMPLOYEE BENEFITS	-	6,930.11	-	6,930.11	-	-
114-EMERGENCY LEVY	0.01	613.26	-	613.27	-	-
121-LOCAL OPTION SALES TAX	-	63,471.63	-	63,471.63	-	-
132-URBAN RENEWAL AREA #5	15,099.19	-	-	-	-	15,099.19
133-URBAN RENEWAL AREA #6	164.79	-	-	-	-	164.79
134-URBAN RENEWAL AREA #7	183.93	-	-	-	-	183.93
145-HOUSING REHABILITATION	(50.00)	-	-	-	-	(50.00)
146-LMI TIF SET-ASIDE	38,115.88	-	-	-	-	38,115.88
200-DEBT SERVICE	365,598.53	8,872.56	-	-	-	374,471.09
300-CAPITAL EQUIPMENT	205,633.35	-	-	-	-	205,633.35
301-CAPITAL PROJECTS FUND	573,359.16	10.28	-	71,279.85	-	502,089.59
305-RIVERBOAT FOUND CAP PROJ	112,925.03	-	-	-	-	112,925.03
308-INDUSTRIAL DEVELOPMENT	540,459.18	3.36	-	5,216.00	-	535,246.54
309-MUNICIPAL BUILDING	98,558.60	-	-	-	-	98,558.60
510-MUNICIPAL BAND	50.00	-	-	-	-	50.00
520-DOG PARK	6,232.28	9.25	-	-	-	6,241.53
530-TREE COMMITTEE	6,688.37	-	-	767.87	-	5,920.50
540-POLICE FORFEITURE	(150.00)	-	-	-	-	(150.00)
550-PARK GIFT	167,479.44	2,000.21	-	-	-	169,479.65
570-LIBRARY GIFT	34,150.21	659.04	-	300.00	-	34,509.25
580-CEMETERY GIFT	40,150.00	-	-	-	-	40,150.00
590-CABLE COMMISSION	16,301.43	-	-	-	-	16,301.43
600-WATER UTILITY	1,154,298.11	136,917.59	-	88,048.18	246.40	1,203,413.92
601-WATER DEPOSIT FUND	18,160.00	750.00	-	150.00	-	18,760.00
603-WATER CAPITAL PROJECTS	-	27,223.11	-	27,223.11	-	-
610-SANITARY SEWER	1,769,012.33	170,572.37	-	90,288.58	411.07	1,849,707.19
613-SEWER CAPITAL PROJECTS	83,418.28	-	-	22,778.93	-	60,639.35
670-SANITATION	111,834.46	72,127.08	-	35,248.89	-	148,712.65
910-LIBRARY TRUST	218,387.53	15.42	-	-	-	218,402.95
950-SELF INSURANCE	90,533.38	623.71	-	1,103.93	-	90,053.16
951-UNEMPLOYMENT SELF INS	2,678.61	69.30	-	1,543.00	-	1,204.91
TOTAL BALANCE	7,436,933.01	725,107.78	-	825,795.63	(1,577.87)	7,337,823.03

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	1,155,456.66 (1)	0.01%
Cash in Drawer	350.00	N/A
Wash St Bank - MM	256,629.68	0.01%
Investment in IPAIT	1,484,400.39	0.01%
Wash St Bank - Library Acct	167,470.12	0.01%
Wash St - Farm Mgmt Acct	23,516.18	
Federation Bank - CD - 10/02/13-renewed	500,000.00	0.51%
Wash St Bank - CD - 1/9/14 - renewed	500,000.00	0.65%
Federation Bank - CD - 2/14/2014	500,000.00	0.56%
Wash St Bank - CD - 3/14/2014	500,000.00	0.47%
Federation Bank - CD - 3/14/2014	250,000.00	0.45%
IPAIT - CD - 5/19/2014	500,000.00	0.59%
Wash St Bank - CD - 6/20/2014	500,000.00	0.45%
Wash St Bank - CD - 8/8/2014	500,000.00	0.45%
Wash St Bank - CD - 12/10/2014	500,000.00	
TOTAL CASH IN BANK	7,337,823.03	

(1) Washington State Bank	1,247,496.54
Outstanding Deposits & Checks	(92,039.88)
	<u>1,155,456.66</u>

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
JANUARY 31, 2015

FUND	7/1/2014 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/31/2015 ENDING CASH BALANCE
001-GENERAL FUND	831,620.44	2,108,366.61	-	2,162,220.70	3,045.22	780,811.57
002-AIRPORT FUND	193,599.45	312,468.47	-	318,368.56	-	187,699.36
011-MAIN STREET REIMBURSEMENT	-	3,832.77	-	4,503.78	32.49	(638.52)
012-WEDG REIMBURSEMENT	-	6,491.09	-	8,286.36	47.16	(1,748.11)
110-ROAD USE	755,668.20	501,144.11	-	632,448.33	1,500.27	625,864.25
112-EMPLOYEE BENEFITS	-	355,378.37	-	355,378.37	-	-
114-EMERGENCY LEVY	-	30,259.47	-	30,259.47	-	-
121-LOCAL OPTION SALES TAX	-	469,059.33	-	469,059.33	-	-
125-URBAN RENEWAL AREA #1	-	10,668.11	-	10,668.11	-	-
129-URBAN RENEWAL AREA #3C	-	38,352.04	-	38,352.04	-	-
131-URBAN RENEWAL AREA #4	-	23,041.07	-	23,041.07	-	-
132-URBAN RENEWAL AREA #5	-	17,571.69	-	2,472.50	-	15,099.19
133-URBAN RENEWAL AREA #6	-	22,299.51	-	22,134.72	-	164.79
134-URBAN RENEWAL AREA #7	-	1,259.34	-	1,075.41	-	183.93
145-HOUSING REHABILITATION	-	-	-	50.00	-	(50.00)
146-LMI TIF SET-ASIDE	26,671.90	11,443.98	-	-	-	38,115.88
200-DEBT SERVICE	170.31	483,438.03	-	109,137.25	-	374,471.09
300-CAPITAL EQUIPMENT	253,628.85	1,890.40	-	49,885.90	-	205,633.35
301-CAPITAL PROJECTS FUND	1,648,473.03	1,728,784.84	-	2,875,168.28	-	502,089.59
305-RIVERBOAT FOUND CAP PROJ	308,670.99	224,254.04	-	420,000.00	-	112,925.03
308-INDUSTRIAL DEVELOPMENT	542,202.68	18.26	-	6,974.40	-	535,246.54
309-MUNICIPAL BUILDING	100,000.00	-	-	1,441.40	-	98,558.60
310-WELLNESS PARK	-	5,000.00	-	5,000.00	-	-
510-MUNICIPAL BAND	-	1,150.00	-	1,100.00	-	50.00
520-DOG PARK	5,893.18	637.40	-	289.05	-	6,241.53
530-TREE COMMITTEE	6,113.63	1,550.00	-	1,743.13	-	5,920.50
540-POLICE FORFEITURE	-	100.00	-	250.00	-	(150.00)
550-PARK GIFT	170,488.99	10,899.43	-	11,908.77	-	169,479.65
570-LIBRARY GIFT	35,060.27	5,279.15	-	5,830.17	-	34,509.25
580-CEMETERY GIFT	40,000.00	150.00	-	-	-	40,150.00
590-CABLE COMMISSION	16,418.04	-	-	116.61	-	16,301.43
600-WATER UTILITY	915,582.48	958,971.16	-	672,295.68	1,155.96	1,203,413.92
601-WATER DEPOSIT FUND	16,030.00	13,500.00	-	10,770.00	-	18,760.00
603-WATER CAPITAL PROJECTS	-	1,330,756.19	-	1,330,756.19	-	-
610-SANITARY SEWER	1,546,122.64	1,193,374.76	-	891,729.57	1,939.36	1,849,707.19
612-SEWER SINKING	-	276,381.86	-	276,381.86	-	-
613-SEWER CAPITAL PROJECTS	363,193.12	2,944.50	-	305,498.27	-	60,639.35
670-SANITATION	99,692.03	247,401.47	-	198,380.85	-	148,712.65
910-LIBRARY TRUST	218,312.16	90.79	-	-	-	218,402.95
950-SELF INSURANCE	83,348.94	27,053.19	-	20,348.97	-	90,053.16
951-UNEMPLOYMENT SELF INS	-	3,005.91	-	1,801.00	-	1,204.91
TOTAL BALANCE	8,176,961.33	10,428,267.34	-	11,275,126.10	(7,720.46)	7,337,823.03

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	1,155,456.66 (1)	0.01%
Cash in Drawer	350.00	N/A
Wash St Bank - MM	256,629.68	0.01%
Investment in IPAIT	1,484,400.39	0.01%
Wash St Bank - Library Acct	167,470.12	0.01%
Wash St - Farm Mgmt Acct	23,516.18	
Federation Bank - CD - 10/02/13-renewed	500,000.00	0.51%
Wash St Bank - CD - 1/9/14 - renewed	500,000.00	0.65%
Federation Bank - CD - 2/14/2014	500,000.00	0.56%
Wash St Bank - CD - 3/14/2014	500,000.00	0.47%
Federation Bank - CD - 3/14/2014	250,000.00	0.45%
IPAIT - CD - 5/19/2014	500,000.00	0.59%
Wash St Bank - CD - 6/20/2014	500,000.00	0.45%
Wash St Bank - CD - 8/8/2014	500,000.00	0.45%
Wash St Bank - CD - 12/10/2014	500,000.00	
TOTAL CASH IN BANK	7,337,823.03	

(1) Washington State Bank	1,247,496.54
Outstanding Deposits & Checks	(92,039.88)
	<u>1,155,456.66</u>

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



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

Memorandum

DATE: February 13, 2015

TO: City Council
CC: City Administrator

From: Kelsey Kranz
Finance Director

RE: FY14 Audit

Copies of the audit have been distributed. The Auditors will be at the Council Meeting February 17 to present the audit and answer any questions.

Our Fiscal Year 2014 audit included a regular audit of financial statements as well as a Single Audit. Due to having more than \$300,000 of Federal Awards expended for the fiscal year, a Single Audit was performed on the following two major programs: Airport Improvement Program and the Highway Planning and Construction Program. We received an unmodified opinion which states our financial statements present fairly, in all material aspects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information.

Thanks

Kelsey

ENGINEERING SERVICES AGREEMENT

CITY OF WASHINGTON INDUSTRIAL PARK RISE IMPROVEMENTS PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the **CITY OF WASHINGTON**, hereinafter referred to as the **Owner**, 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, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the Owner is now contemplating construction of certain **Industrial Park Rise Improvements**, 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 services:
 - a. Topographic Survey of Highway 1 from Hy-Vee to the West Fork of Crooked Creek.
 - b. Design of water main from Hy-Vee along Highway 1 to Buchanan and then to the WWTP entrance.
 - a. Approximately 3300 LF of 12" water main loop.
 - b. Approximately 300 LF of 8" water main for cul-de-sac.
 - c. Associated hydrants, valves, and services.
 - d. IDNR construction permits
 - e. IDOT construction permits
 - c. Design of sanitary sewer – from WWTP to Cul-de-sac
 - a. Approximately 2670 LF of 15" sanitary sewer from the trunk sewer to the cul-de-sac.
 - b. Approximately 210 LF of 15" sanitary sewer from the trunk sewer west along Buchanan.
 - c. Associated manholes, services, and connections to existing.

- d. Design of Turn Lanes on Highway 1
 - a. Widening on the west side of Highway 1 for approximately 2,000 LF to allow for a southbound left turn lane on to Buchanan Street.
 - b. Widening of the east side of Highway 1 for approximately 900 LF to allow for a northbound right turn lane onto Buchanan.
 - e. Design of W. Buchanan Street
 - a. Design of approximately 700 LF 8" PCC 31 FT wide pavement.
 - b. Design of storm sewer system.
 - f. Design of cul-de-sac
 - a. Design of approximately 300 LF of 7" PCC 31 ft wide pavement.
 - b. Design of storm sewer system.
 - g. Design of Lot Grading
 - a. Grading for the proposed roadway.
 - b. Grading for the lots.
 - c. Grading of the detention basin located on the southwest corner of the development.
 - h. Design of sanitary sewer system to service the lots west of the wastewater treatment plant road.
 - i. General construction contract services.
2. **DESIGN SURVEYS.** The Engineers shall make all 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.
3. **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 Iowa Department of Transportation, Iowa Department of Natural Resources, and the US Army Corps of Engineers.
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 responsibility 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 fee for design services, design conferences and preparation of the plans and specifications for the Project shall be the hourly not to exceed fee of One Hundred Ninety Thousand Dollars (\$190,000).
 - 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 incurred by personnel who are actually engaged in the work. The total fee for general services is based on providing 300 hours of service and shall not exceed the sum of Thirty-Six Thousand Dollars (\$36,000).
 - d. The total fee for all engineering services for the Project shall not exceed the sum of Two Hundred Twenty-Six Thousand Dollars (\$226,000).
 - f. 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, and resident 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.
- b. 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, are not included in this Project cost, in or 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. 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.
- j. 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 of 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**	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella) **	*5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability**, *	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:

By _____

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____
Office Manager

By _____
Authorized Representative

ENGAGEMENT AGREEMENT

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers and Cooney, P.C., in its capacity as Bond Counsel, to the City of Washington, Iowa (the "Issuer") in connection with the issuance of bonds, notes, and other obligations ("Bonds")

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

1. Prepare and review documents related to the authorization, issuance and delivery of the Bonds (the "Proceedings").
2. After proper approval and execution of the Proceedings, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment with regard to the legality of the security pledged, and the excludability of interest on the Bonds from gross income for federal tax purposes, as applicable.
3. Review those sections of any offering or disclosure documents (the "Offering Documents") to be disseminated in connection with the sale of the Bonds related solely to the description of the Bonds, the legal basis for the security pledged, the tax-exempt status of the Bonds, and excerpts, summaries or copies of the Bond Opinion; and in the event Issuer retains separate Disclosure Counsel we will coordinate with said Disclosure Counsel in regards to the above-identified information we are reviewing in the Offering Documents.
4. Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
5. Prepare procedure to advertise and direct the sale of Bonds when we are advised that a particular issue of Bonds will be sold at public sale, and prepare procedure accepting a proposal to purchase the Bonds when we are advised that the sale of a particular issue of Bond will accomplished by negotiated sale.
6. Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
7. Prepare an IRS Form 8038-G or 8038-GC, when applicable.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser thereof or other persons, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. This Engagement Agreement does not include the following services, or any other matter not required to render our Bond Opinion:

- a. Except as described in paragraph (3) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. This engagement does not include the services of Disclosure Counsel.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the Securities and Exchange Commission.
- c. Drafting state constitutional or legislative amendments.
- d. Pursuing test cases or other litigation, such as contested validation proceedings.
- e. Except as described in paragraph (6) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer’s continued compliance with the undertaking.
- f. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- g. After Closing a particular issue of Bonds, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on that issue of Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of the above duties.

Services listed in subparts (h)–(k), below, are not included in this Engagement Agreement, nor will they be provided at any time.

- h. Acting as an underwriter, or otherwise marketing the Bonds.
- i. Acting in a financial advisory role.
- j. Preparing blue sky or investment surveys with respect to the Bonds.
- k. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon our receipt of notification that Bond Counsel services are requested under this Engagement Agreement, the Issuer will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Each representation of the Issuer and the attorney-client relationship for the Bonds created by this Engagement Agreement will be concluded upon issuance of that respective issue of Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

FEES

We will charge a flat fee of \$4,200 for services rendered under this Agreement. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above, but we will do so in the event that circumstances require. If, at any time, we believe that an adjustment of our flat fee is necessary during an engagement as Bond Counsel for a particular issuance of Bonds, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds to be issued differs significantly from the amount stated at the time we advise you of our fee; (b) there are material changes in the structure, security or opinion from the description of the Bonds after we advise you of our fee; or (c) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of Bonds.

In addition to the flat fee, we will bill you for all expenses incurred on your behalf, such as travel cost reimbursement, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research, bond printing, and other related expenses. Generally these expenses will not exceed \$400. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after each particular issue of Bonds have been closed and is due and payable within thirty (30) days of receipt.

If, for any reason, you terminate the engagement on a particular issue of Bonds covered by this Agreement before closing a particular issue of Bonds are not issued for any reason, or the Bonds are issued without the delivery of our Bond Opinion, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal hourly rates for those attorneys and legal assistants who have performed such services. We will also then bill you for all expenses we have incurred as outlined above. My current hourly rate is \$300. Work performed by associates will be billed at \$200 per hour. Services performed on your behalf by legal assistants will be billed at \$100 per hour.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

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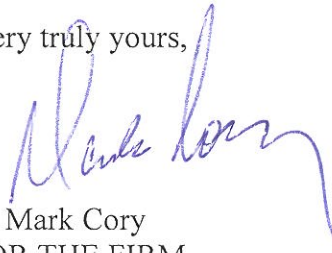
APPROVAL

Please carefully review the terms and conditions of this Agreement. **If the above correctly reflects the terms of this engagement, please obtain approval by your governing body, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,



R. Mark Cory
FOR THE FIRM

Accepted:

City of Washington, State of Iowa*

By: _____ Date: _____

*Approved by Resolution No. _____ of the governing body on _____, 2015.

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$375,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$375,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Washington, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$375,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, 120 E. Main Street, Washington, Iowa, at 6:00 P.M., on the 3rd day of March, 2015, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$375,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of Not to Exceed \$375,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 26, 2015)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WASHINGTON, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF A
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$375,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES OF THE CITY (FOR ESSENTIAL CORPORATE
PURPOSES), AND THE HEARING ON THE ISSUANCE
THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Washington, State of Iowa, will hold a public hearing on the 3rd day of March, 2015, at 6:00 P.M., in the Council Chambers, 120 E. Main Street, Washington, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$375,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Washington, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this 17th day of February, 2015.

City Clerk, City of Washington, State of Iowa

(End of Notice)

PASSED AND APPROVED this 17th day of February, 2015.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

**A RESOLUTION ADOPTING UPDATED
CITY OF WASHINGTON SAFETY MANUAL**

WHEREAS, the City of Washington believes creating a safe workplace environment is important; and

WHEREAS, to this end the City's compensation carrier has recommended a certain change to the City's safety policies and procedures: and

WHEREAS, the City's previously designated physician Mercy Clinic no longer is available, and

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

Section 1. The City of Washington hereby adopts the proposed updates to the Safety Manual.

- a. Changed pre-employment physical at WCHC to a functional capacity exam conducted at Jet Physical Therapy.
- b. Changed Mercy Clinic to WCHC-Family Practice as Designated Physician.

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

PASSED AND APPROVED this 17th day of February, 2015.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

V. Hiring Practices

Safety starts with the proper hiring practices to ensure that the person being hired for a position is physically and technically capable of safely performing the task(s).

The City of Washington reserves the right to require new employees to undergo a functional capacity examination. The employee will be directed to Jet Physical Therapy. The therapist performing the exam shall present an opinion as to the employee's ability to perform the job responsibilities. (See Attachment 2). The costs of the exam shall be paid by the City of Washington.

a. Job Descriptions

It shall be the responsibility of the safety director to provide a copy of the applicable job description to the therapist conducting the functional capacity examination for each new employee. Each department head shall be responsible for periodically updating all job descriptions within their department to ensure they adequately reflect the requirements of the job.

VI. Medical Services

a. Company Nurse

In the case of an injury that is not a medical emergency, the manager or supervisor and the employee will immediately telephone Company Nurse, the accident reporting agency for the Iowa Municipal Workers' Compensation Association (IMWCA) of which the City of Washington is a member, at 877-740-5017 to speak with a medical professional to ensure proper treatment for the employee's medical needs. The attending nurse will provide the employee with first aid/self-care advice and jointly, with the injured worker, determine whether additional services are required or requested by the employee with the designated physician. Company Nurse will handle all initial reporting of workplace injuries.

b. Designated Physician Policy

The City of Washington has designated the WCHC - Family Medicine, in Washington, Iowa as its workers' compensation authorized treating clinic as provided by law under Chapter 85.39 of the Code of Iowa. Employees with a work-related illness or injury will be required to have their initial evaluation with this clinic. If appropriate, and with prior approval from IMWCA, the clinic may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating clinic.

c. First Aid

Any injury shall be treated by the supervisor or other available personnel in accordance with their individual abilities and the severity of the injury. Each department supervisor or a designee will receive first aid training. In case of

Attachment 2

Functional Capacity Exam Form
City of Washington Iowa

Date: _____ Therapist: _____

Employee Name: _____

Position Reviewed For: _____

A copy of the job description must be provided to the reviewing therapist prior to functional capacity exam.

Please circle one:

Yes, the individual reviewed can perform the duties of the position.

Yes, the employee can perform the duties of the position, but with the following restrictions:

No, the employee cannot perform the duties of the position.

Comments:

Therapist's signature: _____

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE PERSONNEL POLICIES
OF THE CITY OF WASHINGTON, IOWA**

WHEREAS, the current personnel policies of the City of Washington set guidelines for reimbursement for employee travel and training; and

WHEREAS, the Council wishes to revise this policy:

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

Section 1. Chapter 5 of the City of Washington Personnel Manual is hereby repealed, and the following adopted in its place:

Chapter 5 Travel and Training

When approved by the Department Head or City Administrator, all appropriate continuing education and training expenses shall be paid for by the City. Department Heads may approve single-day in-state travel requests. Out of state or multi-day travel must be pre-approved by the City Administrator. All employees involved in continuing education and training will be paid their regular rate of pay for all time spent in continuing education and training sessions. The City reserves the right to adjust an employee's regular weekly schedule to assure the employee being paid during this time.

The City will pay for meals and expenses incurred in attending approved training sessions, meetings or seminars on a reasonable basis.

Receipts must be retained and submitted for reimbursement for any expense incurred for meals when on approved travel. Upon return, employees must complete an expense form with sixty (60) days and attach any applicable receipts to receive reimbursement. Alternatively or additionally, the Department Head or City Administrator may authorize the employee to carry and utilize a City credit card for the duration of the travel. All credit card receipts must be kept and submitted within the time period necessary to allow for timely payment of the bill by the City. The City will not reimburse, nor may a City credit card be used for expenses related to personal entertainment or alcoholic drinks.

Employees will attempt to travel and reach the location of the session during regular working hours if possible, by the most direct route. Any compensation for time an employee spends travelling will be governed by the Fair Labor Standards Act and the particular circumstances. If the session exceeds one day, and overnight stay is required, lodging will be reimbursable for a standard hotel room only. Employees will be compensated for mandatory time spent in training, plus the travel time from the City to the session and vice versa.

The City will provide a vehicle for transportation if available. If a City vehicle is not available for approved travel, employees will be reimbursed for any mileage incurred on

a personal vehicle due to City business, excluding transportation to and from the employee's place of work. This will be at the IRS mileage rate. All claims for mileage reimbursement must be submitted within sixty (60) days after return from the travel or training. The same mileage reimbursement policy shall apply to employees authorized by the City Administrator to utilize their personal vehicles for regular City business in or around the City of Washington.

PASSED AND APPROVED this 17th day of February, 2015.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

6. How To Report

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This chapter explains where and how to report the expenses discussed in this publication. It discusses reimbursements and how to treat them under accountable and nonaccountable plans. It also explains rules for independent contractors and clients, fee-basis officials, certain performing artists, Armed Forces reservists, and certain disabled employees. The chapter ends with illustrations of how to report travel, entertainment, gift, and car expenses on Forms 2106 and 2106-EZ.

Where To Report

This section provides general information on where to report the expenses discussed in this publication.

Self-employed. You must report your income and expenses on Schedule C (Form 1040) or Schedule C-EZ (Form 1040) if you are a sole proprietor, or on Schedule F (Form 1040) if you are a farmer. You do not use Form 2106 or 2106-EZ.

If you claim car or truck expenses, you must provide certain information on the use of your vehicle. You provide this information on Schedule C (Form 1040), Schedule C-EZ (Form 1040), or Form 4562.

If you file Schedule C (Form 1040):

- Report your travel expenses, except meals, on line 24a,
- Report your deductible meals (actual cost or standard meal allowance) and entertainment on line 24b,
- Report your gift expenses and transportation expenses, other than car expenses, on line 27a, and
- Report your car expenses on line 9. Complete Part IV of the form unless you have to file Form 4562 for depreciation or amortization.

If you file Schedule C-EZ (Form 1040), report the total of all business expenses on line 2. You can only include 50% of your meals and entertainment in that total. If you include car expenses, you must also complete Part III of the form.

If you file Schedule F (Form 1040):

- Report your car expenses on line 10. Attach Form 4562 and provide information on the use of your car in Part V of Form 4562.
- Report all other business expenses discussed in this publication on line 32. You can only include 50% of your meals and entertainment on that line.

See your form instructions for more information on how to complete your tax return.

Both self-employed and an employee. If you are both self-employed and an employee, you must keep separate records for each business activity. Report your business expenses for self-employment on Schedule C (Form 1040), Schedule C-EZ (Form 1040), or Schedule F (Form 1040), as discussed earlier. Report your business expenses for your work as an employee on Form 2106 or 2106-EZ, as discussed next.

Employees. If you are an employee, you generally must complete Form 2106 to deduct your travel, transportation, and entertainment expenses. However, you can use the shorter Form 2106-EZ instead of Form 2106 if you meet all of the following conditions.

- You are an employee deducting expenses attributable to your job.
- You were not reimbursed by your employer for your expenses (amounts included in box 1 of your Form W-2 are not considered reimbursements).
- If you claim car expenses, you use the standard mileage rate.

For more information on how to report your expenses on Forms 2106 and 2106-EZ, see [Completing Forms 2106 and 2106-EZ](#), later.

Gifts. If you did not receive any reimbursements (or the reimbursements were all included in box 1 of your Form W-2), the only business expense you are claiming is for gifts, and the [Special Rules](#) discussed later do not apply to you, do not complete Form 2106 or 2106-EZ. Instead, claim the amount of your deductible gifts directly on line 21 of Schedule A (Form 1040).

Statutory employees. If you received a Form W-2 and the "Statutory employee" box in box 13 was checked, report your income and expenses related to that income on Schedule C (Form 1040) or Schedule C-EZ (Form 1040). Do not complete Form 2106 or 2106-EZ.

Statutory employees include full-time life insurance salespersons, certain agent or commission drivers, traveling salespersons, and certain homeworkers.



If you are entitled to a reimbursement from your employer but you do not claim it, you cannot claim a deduction for the expenses to which that unclaimed reimbursement applies.

Reimbursement for personal expenses. If your employer reimburses you for nondeductible personal expenses, such as for vacation trips, your employer must report the reimbursement as wage income in box 1 of your Form W-2. You cannot deduct personal expenses.

Income-producing property. If you have travel or transportation expenses related to income-producing property, report your deductible expenses on the form appropriate for that activity.

For example, if you have rental real estate income and expenses, report your expenses on Schedule E (Form 1040), Supplemental Income and Loss. See Publication 527, Residential Rental Property, for more information on the rental of real estate. If you have deductible investment-related transportation expenses, report them on Schedule A (Form 1040), line 23.

Vehicle Provided by Your Employer

If your employer provides you with a car, you may be able to deduct the actual expenses of operating that car for business purposes. The amount you can deduct depends on the amount that your employer included in your income and the business and personal miles you drove during the year. You cannot use the standard mileage rate.

Value reported on Form W-2. Your employer can figure and report either the actual value of your personal use of the car or the value of the car as if you used it only for personal purposes (100% income inclusion). Your employer must separately state the amount if 100% of the annual lease value was included in your income. If you are unsure of the amount included on your Form W-2, ask your employer.

Full value included in your income. You can deduct the value of the business use of an employer-provided car if your employer reported 100% of the value of the car in your income. On your 2014 Form W-2, the amount of the value will be included in box 1, Wages, tips, other compensation, and box 14.

To claim your expenses, complete Form 2106, Part II, Sections A and C. Enter your actual expenses on line 23 of Section C and include the entire value of the employer-provided car on line 25. Complete the rest of the form.

Less than full value included in your income. If less than the full annual lease value of the car was included on your Form W-2, this means that your Form W-2 only includes the value of your personal use of the car. Do not enter this value on your Form 2106 because it is not deductible.

If you paid any actual costs (that your employer did not provide or reimburse you for) to operate the car, you can deduct the business portion of those costs. Examples of costs that you may have are gas, oil, and repairs. Complete Form 2106, Part II, Sections A and C. Enter your actual costs on line 23 of Section C and leave line 25 blank. Complete the rest of the form.

Reimbursements

This section explains what to do when you receive an advance or are reimbursed for any of the employee business expenses discussed in this publication.

If you received an advance, allowance, or reimbursement for your expenses, how you report this amount and your expenses depends on whether your employer reimbursed you under an accountable plan or a nonaccountable plan.

This section explains the two types of plans, how per diem and car allowances simplify proving the amount of your expenses, and the tax treatment of your reimbursements and expenses. It also covers rules for independent contractors.

No reimbursement. You are not reimbursed or given an allowance for your expenses if you are paid a salary or commission with the understanding that you will pay your own expenses. In this situation, you have no reimbursement or allowance arrangement, and you do not have to read this section on reimbursements. Instead, see [Completing Forms 2106 and 2106-EZ](#), later, for information on completing your tax return.

Reimbursement, allowance, or advance. A reimbursement or other expense allowance arrangement is a system or plan that an employer uses to pay, substantiate, and recover the expenses, advances, reimbursements, and amounts charged to the employer for employee business expenses. Arrangements include per diem and car allowances.

A per diem allowance is a fixed amount of daily reimbursement your employer gives you for your lodging, meals, and incidental expenses when you are away from home on business. (The term "[incidental expenses](#)" is defined in chapter 1 under [Standard Meal Allowance](#).) A car allowance is an amount your employer gives you for the business use of your car.

Your employer should tell you what method of reimbursement is used and what records you must provide.

Employers. If you are an employer and you reimburse employee business expenses, how you treat this reimbursement on your employee's Form W-2 depends in part on whether you have an accountable plan. Reimbursements treated as paid under an accountable plan, as explained next, are not reported as pay. Reimbursements treated as paid under [nonaccountable plans](#), as explained later, are reported as pay. See Publication 15 (Circular E), Employer's Tax Guide, for information on employee pay.

Accountable Plans

To be an accountable plan, your employer's reimbursement or allowance arrangement must include all of the following rules:

1. Your expenses must have a business connection — that is, you must have paid or incurred deductible expenses while performing services as an employee of your employer.
2. You must adequately account to your employer for these expenses within a reasonable period of time.
3. You must return any excess reimbursement or allowance within a reasonable period of time.

"[Adequate accounting](#)" and "[returning excess reimbursements](#)" are discussed later.

An excess reimbursement or allowance is any amount you are paid that is more than the business-related expenses that you adequately accounted for to your employer.

Reasonable period of time. The definition of reasonable period of time depends on the facts and circumstances of your situation. However, regardless of the facts and circumstances of your situation, actions that take place within the times specified in the following list will be treated as taking place within a reasonable period of time.

- You receive an advance within 30 days of the time you have an expense.
- You adequately account for your expenses within 60 days after they were paid or incurred.
- You return any excess reimbursement within 120 days after the expense was paid or incurred.
- You are given a periodic statement (at least quarterly) that asks you to either return or adequately account for outstanding advances and you comply within 120 days of the statement.

Employee meets accountable plan rules. If you meet the three rules for accountable plans, your employer should not include any reimbursements in your income in box 1 of your Form W-2. If your expenses equal your reimbursements, you do not complete Form 2106. You have no deduction since your expenses and reimbursement are equal.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 165.01, "DEFINITIONS"

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

SECTION 1. **Delete Item.** Section 165.01(1), "Accessory use or structure" is hereby repealed.

SECTION 2. **Add Item.** A new Section 165.01(1), "Accessory use" is hereby added as follows:

"1. "Accessory use" means a use which is incidental and subordinate to the main use and which is located on the same lot."

SECTION 3. **Add Item.** A new Section 165.01(2), "Accessory building" is hereby added as follows:

"2. "Accessory building" means a subordinate building occupied or devoted to an accessory use which is located on the same lot with the main building. Where an accessory building is attached to the main building in a substantial manner, such as by a wall or roof, such accessory building shall be considered part of the main building. If attached, the square footage of the accessory use shall not exceed the square footage of the main use."

SECTION 4. **Renumber.** All subsequent definitions in Section 165.01 are hereby renumbered by increasing each number preceding the definition by one.

SECTION 5. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2015.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day
of _____, 2015.

City Clerk

CHAPTER 165

ZONING REGULATIONS

165.01 Definitions	165.15 "B-1" Retail Business Districts
165.02 Districts and Map	165.16 "B-2" General Business Districts
165.03 General Provisions	165.17 "I-1" Industrial Districts
165.04 "R-A" Residential Agricultural District	165.18 "I-2" General Industrial Districts
165.05 "FG" Fairgrounds District	165.19 Planned Developments
165.06 "C-1" Conservation Districts	165.20 Signs
165.07 "A-1" Agricultural Districts	165.21 Off-street Parking Areas and Loading Spaces
165.08 "R-1" One-family Residence District	165.22 Special Provisions
165.09 "R-S" Suburban Residence Districts	165.23 Additional Requirements, Exceptions and Modifications
165.10 "R-2" One- and Two-family Residence Districts	165.24 Enforcement
165.11 "R-3" One- to Six-family Residence Districts	165.25 Board of Adjustment
165.12 "R-4" Multi-family Residence Districts	165.26 District Changes and Ordinance Amendments
165.13 "R-5" Multi-family Residence Districts for Elderly Housing	165.27 Interpretation, Purpose and Conflict
165.14 "CCRC" Continuing Care Retirement Community	

165.01 DEFINITIONS. For the purpose of this chapter, certain terms or words are used in a limited or special sense, as herein defined.



1. "Accessory use or structure" means a use or a structure subordinate to the principal use or building on the same lot and serving a purpose customarily incidental thereto.
2. "Agriculture" means the use of land for agricultural purposes, including farming, dairying, pasturage agriculture, forestry horticulture, viticulture and animal and poultry husbandry and the necessary accessory uses for packing, treating and storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 147
OF THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA

BE IT ORDAINED by the City Council that Chapter 147 of the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Add Paragraph.** A new Paragraph 147.08(5) is adopted as follows:

“5. Other Exempt Properties. Subject to the determination of code enforcement staff, the following types of properties are generally considered to be exempt from registration and inspection:

- A. Properties that qualify for the State of Iowa homestead property tax credit;
- B. Single-family homes or dwelling units occupied by lineal ascendants or descendants of the owner, as defined by Iowa Code Chapter 450.9;
- C. Single family homes or dwelling units owned by a trust, in which a trustee of the trust or beneficiary of the trust is living in the home or dwelling unit; and
- D. Dwelling units within a Continuing Care Retirement Community zone as defined by Washington Code of Ordinances 165.14.

SECTION 2. **Renumber.** The current Paragraph 147.08(5), “Failed Inspections”, is hereby renumbered as 147.08(6).

SECTION 3. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. **Severability.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this ____ day of _____, 2015.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ February 3, 2015

Approved on Second Reading: _____ February 10, 2015

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day
of _____, 2015.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF
WASHINGTON, IOWA, BY REPLACING STOP SIGN WITH YIELD SIGN
RIDGEVIEW COURT AT TIMBER RIDGE DRIVE
(NORTHBOUND AND EASTBOUND YIELD)

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

Section 1. **Delete Phrase.** Section 65.02 "Special Stops Required", Item 254 "Ridgeview Court at Timber Ridge Drive (north-eastbound stop)" is deleted.

Section 2. **Add Phrase.** Section 65.03 "Special Yield Required" Item 56 "Ridgeview Court at Timber Ridge Drive (Northbound and Eastbound Yield) is added.

Section 3. **Repealer.** All ordinance or parts thereof in conflict with the foregoing provisions are hereby repealed.

Section 4. **Effective Date.** This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved this _____ day of _____, 2015.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on first reading February 3, 2015
Approved on second reading _____
Approved on third and final reading _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2015

Illa Earnest, City Clerk