



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IA  
TO BE HELD IN THE  
**FIRE DEPARTMENT TRAINING ROOM,**  
**215 E. WASHINGTON STREET**  
AT 6:00 P.M., TUESDAY, AUGUST 4, 2020

**\*\*\*To reduce the spread of the COVID-19 illness, members of the public interested in attending the meetings may choose to participate by electronic meeting (ZOOM) access. To request a Zoom link and password, please contact [irosien@washingtونيowa.gov](mailto:irosien@washingtونيowa.gov) or [bhinson@washingtونيowa.gov](mailto:bhinson@washingtونيowa.gov) prior to the meeting time.**

**The physical meeting will still be open to the public. However, if you would like to submit comments for the Council's information, please provide these either to either of the above listed email addresses or to any City Councilor.**

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, August 4, 2020 to be approved as proposed or amended.

**Consent:**

1. Council Minutes July 21, 2020
2. Council Minutes June 16, 2020 (revised for per IEDA request)
3. PFM, Professional Services Related to G.O. Bonds, Series 2020A, \$15,291.47
4. PFM, Professional Services Related to G.O. Bonds, Series 2020B, \$6,000.00
5. Garden & Associates, South Avenue E Street Reconstruction, \$5,129.46
6. Garden & Associates, Whitesell Survey & Subdivision, \$4,399.15
7. Garden & Associates, North Avenue D Sidewalk Investigation, \$6,860.25
8. TEAM Services, North 4<sup>th</sup> Avenue Improvements, \$1,063.15
9. TEAM Services, City Hall/Police Station Project, \$599.35
10. Fox Engineering, North 4<sup>th</sup> Avenue Street & Utility Improvements. \$11,908.50
11. Fox Engineering, Water Distribution System Study, \$3,115.20
12. IA Municipal Workers' Compensation Association, Installment #1, \$6,699.90

13. Kevin Olson, Professional Services for June and July, \$2,440.46
14. Corner Stop. 100 East Madison Street, Class E Liquor License (LE), **(new)**
15. Lebowski's Rock n Bowl, 1601 East Washington Street, Class C Liquor License (LC) (Commercial) Outdoor Service, Catering Privilege, Sunday Sales. **(renewal)**
16. Department Reports

#### **Consent – Other:**

1. Stout Companies, Shakopee Clay for Wellness Park Infield Baseball/Softball Fields, \$1,916.74
2. Stout Companies, Shakopee Clay for Wellness Park Infield Baseball/Softball Fields, \$1,880.56
3. Stout Companies, Shakopee Clay for Wellness Park Infield Baseball/Softball Fields, \$1,959.35
4. Stout Companies, Shakopee Clay for Wellness Park Infield Baseball/Softball Fields, \$1,873.32.
5. Cornerstone Excavating, N. 4<sup>th</sup> Avenue Improvements Project, \$156,664.83

#### **Claims & Financial Reports:**

Claims for August 4, 2020

Financial Reports for June, 2020

#### **SPECIAL PRESENTATION**

- Police Promotions
- Library Guest Speaker in Central Park on August 9, 2020.

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

#### **PUBLIC HEARING**

- Voluntary Annexation of Certain Properties (Bell Land)
- Discussion and Consideration of a Resolution Approving Voluntary Annexation of Certain Properties (Bell Land)

#### **NEW BUSINESS**

1. Discussion and Consideration of Quotes Received for South Avenue B Water Main Project Pavement Replacement.
2. Discussion and Consideration of Change Order #1, Wellness Park Fields & Roadway Project.
3. Discussion and Consideration of a Resolution Setting Public Hearing on Loan & Disbursement Agreement (Revised SRF Amount for Water Plant)
4. Discussion and Consideration of a Resolution Accepting Assignment of Contract (Brava/Wildhawk to 915 East Tyler Street, LLC)

5. Discussion and Consideration of a Resolution Approving Offer to Buy Real Estate and Acceptance.
6. Discussion and Consideration of First Reading of an Ordinance Amending Chapter 41.14 (Fireworks)

#### **DEPARTMENTAL REPORT**

Police Department  
City Attorney  
City Administrator

#### **MAYOR & COUNCILPERSONS**

Jaron Rosien, Mayor  
Brendan DeLong  
Steven Gault  
Elaine Moore  
Danielle Pettit-Majewski  
Fran Stigers  
Millie Youngquist

#### **ADJOURNMENT**

## Council Minutes 07-21-2020

The Council of the City of Washington, Iowa, met in Regular Session in the Washington Fire Department Training Room, 215 East Washington Street on Tuesday, July 21, 2020 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Absent: none.

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**The physical meeting will still be open to the public. However, if you would like to submit comments for the Council's information, please provide these either to either of the above listed email addresses or to any City Councilor.**

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, July 21, 2020 be approved as proposed. Motion carried.

### Consent:

1. Council Minutes July 7, 2020
2. IA Communities Assurance Pool, Commitment to Membership, \$137,001.60
3. Simmering-Cory, Progress Payment 4, \$2,000.00
4. Chamber of Commerce, Annual Contribution to Tourism FY20-21, \$20,000.00
5. YMCA, 2020 City Contribution - Pool Management Fee, \$2,000.00
6. Iowa Association of Municipal Utilities, SASSO (Safety Training) July 2020-June 2021, \$5,375.18
7. Farnsworth Group, City Hall/Police Project, \$3,243.60
8. Halcyon House, 1015 South Iowa Avenue, Special Class C Liquor License (BW) (Beer/Wine) Sunday Sales, Outdoor Service (new) **(Changing from liquor license to beer/wine and adding outdoor on patio)**
9. Department Reports

### Consent – Other:

1. DeLong Construction, Wellness Park Ballfields & Roadway, \$313,839.13
2. DeLong Construction, Airport Taxilane for Fuel Facility, \$78,568.33
3. Bolton & Menk, Taxilane for Fuel Facility, \$7,006.75
4. Bushong Construction, City Hall/Police Project, \$117,415.25

Motion by Stigers, seconded by Pettit-Majewski, to approve items 1-9 on the consent agenda. Motion carried.

Councilor Gault requested item 1 on the consent-other be pulled separate consideration. Motion by Youngquist, seconded by Pettit-Majewski, to approve item 1. Motion carried. Gault voted “no” and DeLong abstained with conflict.

Motion by Pettit-Majewski, seconded by Stigers, to approve consent-other items 2-4. Motion carried. DeLong abstained with conflict.

Motion by Youngquist, seconded by Stigers, to approve payment of the claims as presented except the duplicate one for DeLong Construction in the amount of \$78,568.33. Motion carried.

Motion by Gault, seconded by Stigers, to approve the request from Isabella Santoro to hold a wedding ceremony in Central Park on Saturday, October 10. Motion carried.

Motion by Gault, seconded by Stigers, to approve Faith Baptist Church request for Sunday, August 2 in Sunset Park. Motion carried.

A nuisance abatement update was given by Jeff Duwa.

Motion by Pettit-Majewski, seconded by DeLong, to affirm the Mayoral appointments of Bill Monroe and Will Hart to the Police Advisory Panel. Motion carried.

Motion by DeLong, seconded by Pettit-Majewski, to approve the disc golf changes per Park Board recommendation. Motion carried.

Motion by Gault, seconded by Youngquist, to acknowledge the police promotions (Shamus Altenhofen, lieutenant: Jason Chalupa, sergeant, and Ben Altenhofen, sergeant) and alternative supervisory relationship which will take effect on August 8, 2020. Motion carried.

Council received an update on the N. 4<sup>th</sup> Avenue sewer collapse.

Motion by Youngquist, seconded by Stigers, to approve the Engineering Services Agreement with Garden & Associates for Wellness Park Ballfields and Roadway Project. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, to approve the Resolution Approving Infill Housing Program for 926 S. 2<sup>nd</sup> Avenue (MSJ, LLC). Roll call on motion: Ayes: Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. DeLong abstained with conflict. Motion carried. **(Resolution No. 2020-077)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Resolution Adopting Final Plat for NLW Subdivision Plat 1 (per Planning & Zoning Recommendation). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-078)**

Bids received for the 2020 NLW Subdivision Plat 1 Project:

Vicker Drilling	\$196,350.50
DeLong Construction	\$241,534.00
Sulzco	\$260,154.00
Cornerstone Excavating	\$331,553.00

Motion by Pettit-Majewski, seconded by Gault, to approve the Resolution Awarding Construction Contract for 2020 NLW Subdivision Plat 1 Project to Vicker Drilling in the amount of \$196,350.50. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-079)**

Mayor Rosien announced that now is the time for the public hearing on the intent to sell lots in the NLW Subdivision Plat 1.

No written or oral objections were received.

Motion by Pettit-Majewski, seconded by Youngquist, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve the Resolution Setting Lot Prices and Declaring Intent to Sell Lots Located in the NLW Subdivision. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-080)**

The Council then went into a workshop to discuss South Avenue C Traffic and Parking. After discussion, motion by Moore, seconded by Pettit-Majewski, to direct staff to send letters to property owners on South Avenue C from W. Madison Street to W. Tyler Street notifying them that the Council is looking to make a change in parking regulations on South Avenue C from W. Madison Street to W. Tyler Street. Motion carried.

Motion by Gault, seconded by Stigers, that the Regular Session held at 6:00 P.M., Tuesday, July 21, 2020, is adjourned.

Illa Earnest, City Clerk

## Council Minutes 06-16-2020

The Council of the City of Washington, Iowa, met in Regular Session in the Washington Fire Department Training Room, 215 East Washington Street on Tuesday, June 16, 2020 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Absent: none.

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**The physical meeting will be open to the public, but measures are being taken to keep the total number of persons onsite under 10 to comply with federal and state emergency guidelines. If you would like to submit comments for the Council's information, please provide these either to either of the above listed email addresses or to any City Councilor. All comments received will be referenced in the meeting minutes.\*\*\***

Motion by Gault, seconded by Pettit-Majewski, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 16, 2020 be approved as amended. Item #1 under new business is moved to after #4. Motion carried.

### Consent:

1. Council Minutes June 2, 2020
2. Heiman, Inc., New Fire Truck Final Payment, \$158,211.00
3. Fox Engineering, Water Distribution System Study, \$778.80
4. Fox Engineering, N. 4<sup>th</sup> Ave. Street & Utility Improvements, \$16,193.75
5. Fox Engineering, Wastewater Treatment Plant, \$1,947.50
6. Fox Engineering, SE Basin I&I Reduction, \$7,432.15
7. CIT Sewer Solutions, Sewer Cleaning & Televising, \$5,570.00
8. Farnsworth Group, City Hall/Police, \$2,803.08
9. YMCA of Washington County, City Sports Sponsorships – 2020 Rec Services Fee, \$32,000.00
10. Peerless Well & Pump, Well #5 Service & Repair, \$40,250.00
11. ECICOG, Housing Rehabilitation 409 W. Madison Street, \$1,800.00.
12. Storey Kenworthy, City Hall/Police Bldg Project, Furniture, Pay App 1, \$23,364.81
13. Bushong Construction, City Hall/Police Bldg Project, Pay App #8, \$111,053.10
14. Corner Stop, 100 E. Madison St., Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
15. Washington Liquor & Tobacco Outlet, 304 W. Madison St., Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
16. Wine & Spirits, 106 W. 2<sup>nd</sup> St., Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
17. Hy-Vee Fast & Fresh Express, 520 HWY 1 S, Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
18. Hy-Vee Wine & Spirits, 1004 W. Madison, Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
19. Hy-Vee Food Store, 528 HWY 1 S, Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
20. Wal-Mart Super Store #1475, 2485 Highway 92, Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
21. Dollar General Store #2237, 1056 E. Washington St., Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**

22. Dollar General Store #21535, 225 W. Madison St., Cigarette/Tobacco/Nicotine/Vapor Permit (renewal)
23. Department Reports

**Consent – Other:**

1. Stout Companies, Shakopee Seed for Wellness Park, \$66490.80
2. Stout Companies, Shakopee Seed for Wellness Park, \$9899.65
3. Stout Companies, Shakopee Seed for Wellness Park, \$19443.13
4. Stout Companies, Shakopee Seed for Wellness Park, \$15741.52
5. Stout Companies, Shakopee Seed for Wellness Park, \$11973.97
6. Stout Companies, Shakopee Seed for Wellness Park, \$1930.40
7. MSA Professional Services, Wellness Park Phase 1 Design & Bidding, 3,686.00
8. DeLong Construction, Wellness Park Ballfields & Roadway, \$461,773.88

Councilor DeLong requested item 13 be pulled for separate consideration and Councilor Moore requested item 9 be pulled for separate consideration.

Motion by Youngquist, seconded by Pettit-Majewski, to approve items 1-8, 10-12, and 14-23. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, to approve item 9. Motion carried. Moore and Stigers voted “no”.

Motion by Pettit-Majewski, seconded by Stigers, to approve item 13. Motion carried. DeLong abstained with conflict.

Councilor Moore requested items 1-6 be pulled from the consent agenda - other. After discussion, motion by Youngquist, seconded by Stigers, to approve items 1-6. Motion carried. Gault voted “no”.

Motion by Pettit-Majewski, seconded by Youngquist, to approve consent - other items 7-8. Motion carried. DeLong abstained with conflict. Gault voted “no”.

Motion by Youngquist, seconded by Pettit-Majewski, to approve payment of the claims as presented. Motion carried.

Finance Director Kelsey Brown gave the financial reports for May, 2020.

Motion by Stigers, seconded by DeLong, to accept the financial reports for May, 2020. Motion carried.

The request from Marlin Bontrager for use of Central Park on August 15, 2020 was put on hold pending further information.

An update on the pool opening and details about the procedures were discussed.

A nuisance abatement update was given by Jeff Duwa.

Motion by Pettit-Majewski, seconded by Stigers, to approve the Washington High School request for street closure for Graduation Activities on June 21, 2020.

Mayor Rosien announced that now is the time for the public hearing on the Intent to Vacate Certain Rights-of-Way – Prairie Ridge Subdivision,

No written or oral objections were received.

Motion by Gault, seconded by Youngquist, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the first reading of an Ordinance Vacating Certain Rights-of-Way – Prairie Ridge Subdivision. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by DeLong, seconded by Stigers, to suspend the rules. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Gault, to adopt the Ordinance Vacating Certain Street Rights-of-Way – Prairie Ridge Subdivision. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Ordinance No. 1105)**

Mayor Rosien announced that now is the time for the public hearing for Application for Community Development Block Grant Funds for Owner-Occupied Housing Exterior Rehabilitation Program and Gather Public Input for a Community Development and Housing Needs Assessment.

Tracey Achenbach, ECICOG Community Development and Housing Director, read through the Community Development and Housing Needs Assessment, based on the Washington County Housing Study and other community initiatives, and requested public input on additional needs. No other needs were identified. Achenbach then reviewed the project activities:

**1. How the need for the proposed activity or project was identified.**

The City of Washington has determined that housing rehabilitation funding assistance would be greatly beneficial in implementing its goal of maintaining a safe, livable, and affordable housing stock within the city. The City's investment in the Washington County Housing Study, the City's current targeted neighborhood rehabilitation program, and the City's most recent Community Development and Housing Needs Assessment demonstrates that the City places a great deal of emphasis on the area's housing stock.

**2. How the proposed activity or project will be funded and the source of the funds.**

The owner-occupied housing rehabilitation project will be funded with \$234,994 in federal funds.

**3. The date the Housing Fund application will be submitted.**

The application will be submitted online no later than June 30, 2020 at 5:00 pm.

**4. Amount of federal funds to be requested.**

The amount of federal funds to be requested is \$234,994.

**5. Estimated portion of federal funds that will benefit persons of low and moderate income.**

One hundred percent of the funds will benefit households with incomes at or below 80 percent of the area's median income level.

**6. Where the proposed activity or project will be.**

The proposed activity will be located within the city limits of Washington.

**7. Plans to minimize displacement of persons and businesses as a result of funded activities**

**or projects.**

Due to the lead hazard reduction activities required as a part of this program, homeowners may be temporarily relocated from their homes as part of the project. Because the project is an exterior improvements rehabilitation project, and the only interior work to be done will be lead hazard reduction activity, displacement is not anticipated to occur often. If it does, a portion of the grant has been dedicated to cover the costs associated with temporary displacement. The amount will be allocated as necessary for each rehabilitation project.

#### **8. Plans to assist persons actually displaced.**

Those owner-occupants who are required to be temporarily relocated will be asked to find housing that is Lead Safe in which to be relocated until the rehabilitated home has passed clearance testing. The City will pay up to three days of relocation expenses and reimburse the rest of the funds once the full amount of days out of the project home is known. If the homeowner is to enter the home during a period of relocation activity, funds will not be awarded or reimbursed.

#### **9. The nature of the proposed activity or project.**

This project will provide for the exterior rehabilitation of six owner-occupied homes and the voluntary relocation of these participants within city limits. Exterior improvements will be completed, and any lead hazards identified in the interior of the home will also be addressed. Rehabilitation activities include, but are not limited to, siding, gutters, roofing, windows, and activities related to lead hazard reduction.

Eligible households must meet the State of Iowa's Housing Fund income guidelines. The home to be rehabilitated must be the occupant's principal residence and be located outside of the 100-year floodplain, and property insurance on the home is required.

Maximum federal dollars to be spent per home for rehabilitation costs is \$24,999 plus an average of \$6,000 per house for lead hazard reduction activities. The federal funds utilized for rehabilitation will be secured by five-year forgivable loans.

Motion by DeLong, seconded by Pettit-Majewski, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Pettit-Majewski, seconded by Stigers, to approve the Resolution Approving the Award of the CDBG Technical Services Contract (Pending Notification of CDBG Grant Award) to East Central Iowa Council of Governments. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-062)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Owner-Occupied Housing Exterior Rehabilitation Administrative Plan for CDBG Program Year 2020. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the Resolution Authorizing the Mayor to Sign HUD Disclosure Form 2880 and Federal Assurances Signature Page. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-063)**

Motion by Youngquist, seconded by Pettit-Majewski, to affirm the Mayoral Appointments to various Boards and Commissions. Motion carried. Gault abstained with conflict.

Board and Commission Appointees:

Bryan Kendall for Historic Preservation - Term expires 06/30/2023  
John Greener for Board of Adjustment - Term expires 06/30/2025  
Mardi Knerr for Board of Adjustment - Term expires 06/30/2025  
Jim Zieglowsky for Board of Adjustment - Term expires 06/30/2025  
Steve Gault for Hotel/Motel - Term expires 06/30/2023  
Jamie Engeman-Evans for Hotel/Motel - Term expires 06/30/2023  
Don Pfeiffer for Forestry Commission - Term expires 06/30/2023  
Charles Halvorson for Forestry Commission - Term expires 06/30/2023  
Andy Dahl for Forestry Commission – Term expires 06/30/2023

Motion by Stigers, seconded by Youngquist, to approve the Resolution Supporting a Workforce Housing Tax Credit Application for NLW Subdivision for MSJ, LLC. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-064)**

Motion by DeLong, seconded by Moore, to approve the Resolution Providing for a Notice of Hearing (July 7) and Letting (July 16) for 2020 NLW Subdivision Plat 1 Improvements Project. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-065)**

Motion by Gault, seconded by Pettit-Majewski, to approve the Resolution Providing a Notice of Public Hearing on July 7, 2020 on Intent to Dispose of Whitesell Factory and Land. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-066)**

Motion by DeLong, seconded by Moore, to approve the Resolution for FY21 Salaries. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-067)**

Motion by Youngquist, seconded by Pettit-Majewski, to Approve Change Order #3 in the amount of \$27,490.40 for the S. 15<sup>th</sup> Ave. Project. Motion carried. DeLong abstained with conflict.

Motion by Gault, seconded by Stigers, to approve the Resolution Accepting S. 15<sup>th</sup> Ave. Improvements Project as Completed and Approving Pay Application #9 in the amount of \$9,904.83. Roll call on motion: Ayes: Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. DeLong abstained with conflict. **(Resolution No. 2020-068)**

Motion by Stigers, seconded by Youngquist, to approve the Resolution Fixing the Amount to be Assessed for the S. 15<sup>th</sup> Ave. Improvements Project. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-069)**

Bids received for the South Avenue E 2020 Reconstruction Project:

Cornerstone Excavating	\$1,182,419.35
DeLong Construction	\$ 752,848.65
Keokuk Contractors	\$1,365,496.98

Motion by Stigers, seconded by Moore, to approve the Resolution Making Award of Construction Contract for 2020 South Avenue E Improvements Project to DeLong Construction in the amount of

\$752,848.65. Roll call on motion: Ayes: Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. DeLong abstained with conflict. Motion carried. **(Resolution No. 2020-070)**

Motion by Pettit-Majewski, seconded by Gault, to approve the Proposed Grade Crossing and Extension for Sidewalk – N. 4<sup>th</sup> Avenue Improvements Project. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, to approve Change Order #1 in the amount of \$355,690.80 for the N. 4<sup>th</sup> Avenue Improvements Project (Sewer Collapse Under Railroad Crossing Area). Motion carried 3-2. DeLong abstained with conflict, Gault and Moore voted “no”.

Motion by Stigers, seconded by Pettit-Majewski, to approve the second reading of an Ordinance Amending Chapter 63.04 “Speed Zones” (West 5<sup>th</sup> Street). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by DeLong, seconded by Stigers, to approve the second reading of an Ordinance Amending Chapter 165.09 and 165.12 (R-1 and R-3 Front Setbacks) (per Planning and Zoning Recommendation). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Gault, to approve the second reading of an Ordinance Rezoning Certain Property from I-1 “Industrial” to R-3 “Residential” (NLW Subdivision). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, June 16, 2020, is adjourned. Motion carried.

Illa Earnest, City Clerk



Date	Invoice Number
March 25, 2020	108880
Payment Terms	Due Date
Upon Receipt	March 25, 2020

<b>Bill To:</b> Brent Hinson  City of Washington, Iowa 215 E. Washington Street Washington, IA 52353-2024 United States of America
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<b>Company Address:</b> 1735 Market Street 43rd Floor Philadelphia, PA 19103 +1 (215) 567-6100  Federal Tax ID: 81-1642787
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**Remittance Options:**

<u>Via ACH (preferred):</u>	<u>Via Wire:</u>	<u>Via Mail:</u>
PFM Financial Advisors LLC Bank Name:M&T Bank ACH# (ACH): 031302955 Account #: 9865883681	Bank Name:M&T Bank ABA# (Wire): 022000046 Account #: 9865883681	PFM Financial Advisors LLC P.O. Box 65117 Baltimore, MD 21264-5117 United States of America

**RE:** For Professional Services Related to G.O. Series 2020A.

Professional Fees	\$15,000.00
Expenses	\$291.47
<b>Total Amount Due</b>	<b><u>\$15,291.47</u></b>



Date	Invoice Number
March 25, 2020	108879
Payment Terms	Due Date
Upon Receipt	March 25, 2020

Bill To:  
Brent Hinson  
  
City of Washington, Iowa  
215 E. Washington Street  
Washington, IA 52353-2024  
United States of America

Company Address:  
1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215) 567-6100  
  
Federal Tax ID: 81-1642787

**Remittance Options:**

Via ACH (preferred):

PFM Financial Advisors LLC  
Bank Name:M&T Bank  
ACH# (ACH): 031302955  
Account #: 9865883681

Via Wire:

Bank Name:M&T Bank  
ABA# (Wire): 022000046  
Account #: 9865883681

Via Mail:

PFM Financial Advisors LLC  
P.O. Box 65117  
Baltimore, MD 21264-5117  
United States of America

**RE:** For Professional Services Related to Taxable G.O. Series 2020B

Professional Fees  
**Total Amount Due**

\$6,000.00  
**\$6,000.00**



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

July 20, 2020  
Invoice No: 40084

Project 5018069 Washington - South E. Ave Street Reconstruction  
Client ID# 20040

Professional Services for the Period: June 19, 2020 to July 16, 2020

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	18.00	149.00	2,682.00	
Surveyor 1	5.50	122.00	671.00	
Technician #1	4.00	110.00	440.00	
Technician #4	4.25	83.00	352.75	
Technician #5	3.50	73.00	255.50	
Technician #6	3.25	59.00	191.75	
Totals	38.50		4,593.00	
<b>Total Professional Services</b>				<b>4,593.00</b>

### Reimbursable Expenses

Job Costs-Recoverable				
7/10/2020 QUESTCDN.COM			375.00	
<b>Total Reimbursables</b>			<b>375.00</b>	<b>375.00</b>

### Unit Billing

GPS Survey Equipment			67.50	
Mileage			93.96	
<b>Total Units</b>			<b>161.46</b>	<b>161.46</b>

**Total Project Invoice Amount \$5,129.46**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS  
OSKALOOSA, IOWA CRESTON, IOWA



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

July 20, 2020

Invoice No: 40085

Project 7019316 Washington - Whitesell Survey & Subdivision.  
Client ID# 20040

**Professional Services for the Period: June 19, 2020 to July 16, 2020**

### Professional Services

	Hours	Rate	Amount
Principal Engineer	11.00	149.00	1,639.00
Engineer #3	9.50	111.00	1,054.50
Surveyor 1	4.00	122.00	488.00
Technician #2	3.25	95.00	308.75
Technician #4	3.00	83.00	249.00
Technician #5	3.75	73.00	273.75
Technician #6	3.25	59.00	191.75
Totals	37.75		4,204.75
<b>Total Professional Services</b>			<b>4,204.75</b>

### Unit Billing

GPS Survey Equipment	90.00
Mileage	104.40
<b>Total Units</b>	<b>194.40</b>

**Total Project Invoice Amount \$4,399.15**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

July 20, 2020  
Invoice No: 40072

Project 9020141 Washington - North D Ave - Sidewalk Investigation.

Client ID# 20040

**Professional Services for the Period: June 19, 2020 to July 16, 2020**

### Professional Services

	Hours	Rate	Amount
Principal Engineer	7.00	149.00	1,043.00
Engineer #3	.50	111.00	55.50
Surveyor 1	1.00	122.00	122.00
Technician #1	21.50	110.00	2,365.00
Technician #2	9.25	95.00	878.75
Technician #4	20.00	83.00	1,660.00
Technician #5	.50	73.00	36.50
Totals	59.75		6,160.75
<b>Total Professional Services</b>			<b>6,160.75</b>

### Unit Billing

GPS Survey Equipment	112.50
Mileage	159.50
Robot Total Station Equipment	427.50
<b>Total Units</b>	<b>699.50</b>

**Total Project Invoice Amount \$6,860.25**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA IOWA

CRESTON IOWA

# INVOICE

INVOICE NO: 1803071-0

INVOICE DATE: July 17, 2020



REMIT TO: **TEAM Services, Inc.**  
717 S.E. 6th Street  
Des Moines, IA 50309  
ph: 515-282-8818  
fax: 515-282-8741  
ID No. 42-1416550

BILL TO: Brent Hinson  
City of Washington  
215 East Washington Street  
  
Washington, IA 52353

PROJECT: **North 4th Avenue Improvements**  
Washington, IA  
No: 9-2901

Services for period of 6/1/2020 through 6/30/2020  
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	3.75	hour	Field Testing of Compacted Fill/Backfill/Trench Backfill	49.00	183.75
2	4.00	hour	Sample Pickup	49.00	196.00
3	3.00	test	Standard Proctor Test (ASTM D-698)	120.00	360.00
4	330.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	323.40

Invoice Total: 1063.15

Amount Received: \$0.00

Amount Due: **\$1,063.15**

TERMS: 1.5% Interest per month will be added after 30 days.

Total billed, through 7/17/2020: \$1,063.15

Project Summary Through July 17, 2020:

Project Budget: \$14,047.98

Project Total Billed: \$1,063.15

Project Amount Received: \$0.00

Project Budget Remaining: \$12,984.83

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card :

Card Number :

Exp. Date (MM/YY) :

/

Printed: 7/17/2020 11:10 AM

# INVOICE

INVOICE NO: 1803040-0

INVOICE DATE: July 17, 2020



REMIT TO: **TEAM Services, Inc.**

717 S.E. 6th Street  
Des Moines, IA 50309  
ph: 515-282-8818  
fax: 515-282-8741  
ID No. 42-1416550

BILL TO: Brent Hinson  
City of Washington  
215 East Washington Street

Washington, IA 52353

PROJECT: **Washington City Hall and Police Station Project**  
Washington, IA  
No: 9-2715

PO Reference: 11-2349

Services for period of 6/1/2020 through 6/30/2020

Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	0.75	hour	Services of Project Engineer - Analysis/Report	113.00	84.75
2	2.00	hour	Field Inspection of Proofrolling O-T	69.00	138.00
3	3.50	hour	Field Observation of Subgrade Proofroll/Observation of Subgrade Stabilization	46.00	161.00
4	220.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	215.60

**Invoice Total:** 599.35

**Amount Received:** \$0.00

**Amount Due:** \$599.35

TERMS: 1.5% Interest per month will be added after 30 days.

Total billed, through 7/17/2020: \$4,058.01

Project Summary Through July 17, 2020:

Project Budget: \$13,364.96

Project Total Billed: \$4,058.01

Project Amount Received: \$3,458.66

Project Budget Remaining: \$9,306.95

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card : \_\_\_\_\_

Card Number : \_\_\_\_\_

Exp.Date (MM/YY) : \_\_\_\_\_ / \_\_\_\_\_

Printed: 7/17/2020 10:48 AM



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

City of Washington  
PO Box 516  
Washington, IA 52353  
Brent Hinson

Invoice number 46569  
Date 06/30/2020

Project 711419A N 4th Avenue Street and Utility Improvements

Professional Services for the Period of 5/31/2020 to 6/27/2020

**Lump Sum Phases**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection	1,000.00	100.00	1,000.00	1,000.00	0.00
N. 4th Avenue Improvements Scoping Study	8,200.00	100.00	8,200.00	8,200.00	0.00
N. 2nd Avenue Stormwater Pump Station Evaluation	8,300.00	100.00	8,300.00	8,300.00	0.00
Preliminary Design	82,500.00	100.00	82,500.00	82,500.00	0.00
Final Design	71,000.00	100.00	71,000.00	71,000.00	0.00
Bidding & Negotiation	9,500.00	100.00	9,500.00	9,500.00	0.00
Property Boundary Survey	7,500.00	100.00	7,500.00	7,500.00	0.00
Topographic Survey	9,500.00	100.00	9,500.00	9,500.00	0.00
Construction Administration	65,000.00	25.00	11,050.00	16,250.00	5,200.00
Post Construction Record Drawings	7,900.00	0.00	0.00	0.00	0.00
Construction Staking	19,500.00	50.00	3,315.00	9,750.00	6,435.00
Total	289,900.00	77.10	211,865.00	223,500.00	11,635.00

**Standard Hourly Rate Phases**

**Permits**

Professional Fees

Reimbursables

Billed Amount

93.50

180.00

Permits subtotal

273.50

Invoice total **\$11,908.50**

Approved by:

*Steven P. Soupir*



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

City of Washington  
PO Box 516  
Washington, IA 52353

Invoice number 46486  
Date 06/30/2020

Project 342420A Water Distribution System  
Study

Professional Services for the Period of 5/31/2020 to 6/27/2020

**Lump Sum Phases**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Study & Report	19,470.00	20.00	778.80	3,894.00	3,115.20
Total	19,470.00	20.00	778.80	3,894.00	3,115.20

Invoice total **\$3,115.20**

Approved by:

*Steven J. Trayer*

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

# INVOICE

INV76816

## IMWCA

### IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

500 SW 7TH STREET, SUITE 101

DES MOINES, IA 50309-4506

PHONE: 800-257-2708

DATE

7/1/2020

PAGE:

1

Washington, City of  
215 E Washington

Washington IA 52353

Mbr No: 0706    Member Name:  
Washington, City of

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
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WASHI001	AG0075					
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QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
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1.00	INSTALL1	Installment 1 - Work Comp Prem 20-21			6,699.00	\$6,699.00
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This invoice is due on August 1, 2020.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	\$6,699.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$6,699.00

*Thank You*

08075807-03

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

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

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July 31, 2020

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

**INVOICE**

For legal services rendered to the City of Washington, Iowa in June and July, 2020

TOTAL HOURS	22.5 hours (reg)
-------------	------------------

TOTAL MILES	264 miles
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Hourly Rate	\$90/hour- Reg \$75/hour - Court
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Mileage Rate	\$0.56 per mile
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Reimbursements	\$185.00 filing fee (Washington County District Court) \$82.62 (service fee – Polk County Sheriff)
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TOTAL INVOICE FOR JUNE/JULY, 2020	\$2,440.46
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**Applicant License Application ( )**

**Name of Applicant:** DNP LLC

**Name of Business (DBA):** Corner Stop

**Address of Premises:** 100 E Madisin street

**City** Washington

**County:** Washington

**Zip:** 52353

**Business** (319) 653-6833

**Mailing** 100 E Madisin street

**City** Washington

**State** IA

**Zip:** 52353

**Contact Person**

**Name** purushotam baral

**Phone:** (502) 356-5226

**Email**

puru.pfj@gmail.com

**Classification** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 06/05/2020

**Expiration Date:** 01/01/1900

**Privileges:**

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

**Status of Business**

**BusinessType:** Limited Liability Company

**Corporate ID Number:** XXXXXXXXXX

**Federal Employer ID** XXXXXXXXXX

**Ownership**

**purushotam baral**

**First Name:** purushotam

**Last Name:** baral

**City:** washington

**State:** iowa

**Zip:** 52353

**Position:** president

**% of Ownership:** 100.00%

**U.S. Citizen:** No

**Insurance Company Information**

**Insurance Company:** Merchants Bonding Company

**Policy Effective Date:** 06/05/2020

**Policy Expiration** 01/01/1900

**Bond Effective** 2

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Applicant License Application ( LC0040294 )**

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

**Contact Person**

**Name** Bob Gaal  
**Phone:** (319) 548-1999 **Email** bgaal212@gmail.com

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

**Term:** 12 months

**Effective Date:** 08/30/2020

**Expiration Date:** 08/29/2021

**Privileges:**

Catering Privilege  
Class C Liquor License (LC) (Commercial)  
Outdoor Service  
Sunday Sales

**Status of Business**

**BusinessType:** Privately Held Corporation  
**Corporate ID Number:** XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

**Ownership**

**robert gaal**

**First Name:** robert **Last Name:** gaal  
**City:** washington **State:** iowa **Zip:** 52353  
**Position:** President  
**% of Ownership:** 50.00% **U.S. Citizen:** Yes

**Mark Kendall**

**First Name:** Mark **Last Name:** Kendall  
**City:** Washington **State:** iowa **Zip:** 52353  
**Position:** CFO  
**% of Ownership:** 50.00% **U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Illinois Casualty Co

**Policy Effective Date:** 08/30/2020

**Policy Expiration** 08/30/2021

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**

## Water Treatment Plant: July 2020 Council Report

Here is a summary of major updates and activities from the Water Department in July 2020.

**North 4<sup>th</sup> project-** I have continued to submit a bypass report to the DNR a few times a week. This will continue until the collapsed sewer is fixed. The flashing red lights at N 4<sup>th</sup> and E 7<sup>th</sup> are not working. Washington Electric is going to run all new wire and conduit to both flashing red lights at that intersection.

**Water Plant Operations:** Submitted the June MOR and currently working on July. Will read book 7. We collected routine monthly bacteria samples; results were absent. We also collected Nitrate, TTHM's, HAA5, and Ammonia samples. These samples get collected every July. We changed bag filters and cleaned the filter vessels. Our monthly bulk chemicals were filled up. Ace Electric serviced our generator. Collected our monthly well levels. We got our order of meters and filters delivered. We are working on punch list items from the DNR inspection. We hand delivered all 40 lead and copper sample results. I also submitted paper work to the DNR for lead and copper sampling. Police borrowed our explorer for a week for training.

**Upcoming projects and to-do's:** I thought it would be a good time to fill council in on some future projects. Some of these things can wait until next years budget. Well 7 needs housing repairs. The roof is in bad shape and the design is flawed. We have to remove the roof and a wall every time we do work to that well. It's the only well house designed that way. Marde McConnell is leading the tree planting project at the water plant this fall. After the N 4<sup>th</sup> and tree planting projects are completed, I want to hire a painting crew to pressure wash and touch up paint the GSR. The GSR and North Tower need inspected. I plan to have Evans Welding raise the aerator stack another 10'. This is to mitigate the hydrogen sulfide smell. We raised the stack 10' last year and it helped a lot. I think raising it another 10' will fix the problem. The water plant is in need of a scissor lift. We have a lot of overhead parts to our treatment process. A lot of things we can not reach with a ladder. A scissor lift will make our job safer. It would also be available for any other city use.

**Operators:** We are still limiting ourselves from being in the public's homes and having people at the plant. We are only going in homes as needed and letting people in the plant as needed. We attended an on-line chlorine and lab safety meeting hosted by IAMU. I attended weekly staff meetings. I attended a N 4<sup>th</sup> progress meeting. Both Will and I plan to take exams as soon as the DNR opens back up testing. Stay safe everyone!

Water Plant Superintendent

Kyle W

## MAINTENANCE & CONSTRUCTION DEPT. REPORT

7-11-20/7-24-20

**STREETS:** Personnel operated the street sweeper throughout the town. Personnel cold patched in areas deemed necessary. Personnel continued street line painting throughout the town.

**WATER DISTRIBUTION:** Personnel completed the water service connections (7) over to the new 8 inch PVC water main on South Ave B in the 800 & 900 block. Personnel repaired a water service leak at 719 North Iowa Ave, replacing the entire line and both the corp and curb stop.

**SEWER COLLECTION:** Personnel N/A

**STORM SEWER COLLECTION:** Personnel installed an intake behind 116 East Main in the alley.

**MECHANIC/SHOP:** Personnel serviced the street sweeper (replaced the main broom and dirt shoes while adjusting the pattern), FD Engine #1 (power supply switch), Cemetery Ford dump truck (Tranny, clutch and flywheel removal-sent to Sadler's Power Train), WWTP truck, PD 307, FD Tanker, 103 (replace front calipers & rotate tires), Park's Dept skid loader, PD Jeep (rotate tires), #105 and setup auctions online through Public Surplus.

**OTHER:** Personnel responded to 59 One Call Locates. Yard waste and bag pick up continued on a weekly basis. The brush pile at the WWTP was hired out to be ground, we used a couple end loaders to assist with one having a grapple bucket. Personnel hauled away spoils from the shop area. Assisted Cornerstone on some sewer issues and two water shut downs for a couple different connections.

\*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.



**Stout Companies**  
PO BOX 101  
Ainsworth, IA 52201  
319-657-2020  
office@stoutseed.com

## Invoice

**BILL TO**

Nick Pacha  
City of Washington  
215 E. St.  
Washington,  
Washington, IA 52353

**SHIP TO**

Nick Pacha  
City of Washington  
City of Washington  
Nick Pacha  
215 E. Washington St.  
Washington, IA 52353

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
INV-10411	06/10/2020	\$1,945.49	07/01/2020	Due on receipt	

**SHIP DATE**  
06/08/2020

**SALES REP**  
Dillon BB

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Red Ball - Shakopee (Delivered)		23.84	80.40	1,916.74
	Late fee	1.5% - Applied on Jul 9, 2020			

Thank you for your business! --- Customer PO: Wellness Park

**BALANCE DUE**

A finance charge of 1.5% per month will be assessed on past due balance.



**Stout Companies**  
PO BOX 101  
Ainsworth, IA 52201  
319-657-2020  
office@stoutseed.com

## Invoice

**BILL TO**

Nick Pacha  
City of Washington  
215 E. St.  
Washington,  
Washington, IA 52353

**SHIP TO**

Nick Pacha  
City of Washington  
City of Washington  
Nick Pacha  
215 E. Washington St.  
Washington, IA 52353

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
INV-10416	06/10/2020	\$1,908.77	07/01/2020	Due on receipt	

**SHIP DATE**  
06/09/2020

**SALES REP**  
Dillon BB

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Red Ball - Shakopee (Delivered)		23.39	80.40	1,880.56
	Late fee	1.5% - Applied on Jul 9, 2020			-

Thank you for your business! --- Customer PO: Wellness Park      **BALANCE DUE**

A finance charge of 1.5% per month will be assessed on past due balance.



**Stout Companies**  
PO BOX 101  
Ainsworth, IA 52201  
319-657-2020  
office@stoutseed.com

## Invoice

**BILL TO**

Nick Pacha  
City of Washington  
215 E. St.  
Washington,  
Washington, IA 52353

**SHIP TO**

Nick Pacha  
City of Washington  
City of Washington  
Nick Pacha  
215 E. Washington St.  
Washington, IA 52353

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
INV-10419	06/11/2020	\$1,988.74	07/01/2020	Due on receipt	

**SHIP DATE**  
06/10/2020

**SALES REP**  
Dillon BB

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Red Ball - Shakopee (Delivered)		24.37	80.40	1,959.35
	Late fee	1.5% - Applied on Jul 9, 2020			

Thank you for your business! --- Customer PO: Wellness Park

**BALANCE DUE**

A finance charge of 1.5% per month will be assessed on past due balance.



**Stout Companies**  
PO BOX 101  
Ainsworth, IA 52201  
319-657-2020  
office@stoutseed.com

## Invoice

**BILL TO**  
Nick Pacha  
City of Washington  
215 E. St.  
Washington,  
Washington, IA 52353

**SHIP TO**  
Nick Pacha  
City of Washington  
City of Washington  
Nick Pacha  
215 E. Washington St.  
Washington, IA 52353

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
INV-10427	06/12/2020	\$1,901.42	07/01/2020	Due on receipt	

**SHIP DATE**  
06/12/2020

**SALES REP**  
Dillon BB

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Red Ball - Shakopee (Delivered)		23.30	80.40	1,873.32
	Late fee	1.5% - Applied on Jul 9, 2020			

Thank you for your business! --- Customer PO: Wellness Park

**BALANCE DUE**

A finance charge of 1.5% per month will be assessed on past due balance.



**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
AUGUST 4, 2020**

<b>POLICE</b>	ALLIANT ENERGY	ALLIANT ENERGY	563.88
	ARNOLD MOTOR SUPPLY	PARTS	22.44
	CAPPER CHRYSLER DODGE JEEP RAM	VEHICLE REPAIR	574.77
	CINTAS CORP LOC. 342	TOWEL SERVICE	7.14
	CUSTOM IMPRESSIONS INC	GOLF CART REGISTRATIONS	21.00
	GALLS LLC	UNIFORMS	85.73
	MARCO, INC.	LEASE	437.91
	QUILL	OFFICE SUPPLIES	34.36
	VISA	SUPPLIES, TRAINING	147.26
		<b>TOTAL</b>	<b>1,894.49</b>
<b>FIRE</b>	ALLIANT ENERGY	ALLIANT ENERGY	1,268.73
	CINTAS CORP LOC. 342	TOWEL SERVICE	109.81
	GALLS LLC	T SHIRTS	49.97
	HEIMAN FIRE EQUIPMENT	GAS TESTING	343.75
	MCAVOY, BRUCE	REIMBURSEMENT FOR SAFETY S	497.92
	STRANSKY, JIM	CHAINS AND SHARPENING	53.50
	TOYNE INC	SWITCH PLATE	50.49
	VETTER'S INC-CULLIGAN WATER	SOFTNER STARTUP	241.04
	VISA	TRAINING AND BATTERY FOR A	305.83
	WITTHOFT FARM SUPPLY	NOZZLE VALVE	113.64
		<b>TOTAL</b>	<b>3,034.68</b>
<b>DEVELOPMENT SERV</b>	KCII	CODE ENFORCEMENT EMPLOYMEN	316.00
	VISA	PLUMBING CODE BOOKS	184.23
		<b>TOTAL</b>	<b>500.23</b>
<b>LIBRARY</b>	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	111.95
	DEMCO	LIBRARY MATERIALS	111.00
	HEARTLAND BUSINESS SYSTEMS LLC	WI-FI-3YR CONTRACT	1,595.44
	HIWAY SERVICE CENTER	BELT FOR HVAC SYSTEM	52.98
	JOHNSON CONTROLS	MAINTENANCE SERVICE AGREEM	7,652.00
	VISA	POSTAGE, TECHNOLOGY, ZOOM	308.01
	WASHINGTON LUMBER	LUMBER FOR LIBRARY	49.69
	WASHINGTON NOON KIWANIS CLUB	ASSOC. DUES	18.00
		<b>TOTAL</b>	<b>9,899.07</b>
<b>PARKS</b>	ACE-N-MORE	SUPPLIES	23.28
	ALLIANT ENERGY	ALLIANT ENERGY	656.18
	AMAZON CAPITAL SERVICES	DONOR WALL REPAIR	16.98
	ARNOLD MOTOR SUPPLY	PARTS	70.16
	CUSTOM IMPRESSIONS INC	SIGNS	219.00
	G & R MILLER CONSTRUCTION	PVC CAPS	71.25
	IOWA PARKS & RECREATION ASSOCIATION	MEMBERSHIPS	340.00
	O'REILLY AUTOMOTIVE INC	WIPER FLUID & CLEANER/BATTERY	65.52
	WASHINGTON LUMBER	PARK LUMBER	340.12
		<b>TOTAL</b>	<b>1,802.49</b>
<b>POOL</b>	ACCO	POOL CHEMICALS	1,607.80
	STATE HYGIENIC LAB	TESTING	2.00
		<b>TOTAL</b>	<b>1,609.80</b>
<b>CEMETERY</b>	ALLIANT ENERGY	ALLIANT ENERGY	138.54
	ARNOLD MOTOR SUPPLY	PARTS	94.45
	VISA	TRIMMER & TOOLS	422.10
		<b>TOTAL</b>	<b>655.09</b>
<b>FINANCIAL ADMIN</b>	ALLIANT ENERGY	ALLIANT ENERGY	986.79
	CINTAS CORP LOC. 342	TOWEL SERVICE	4.99
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	IGRAPHIX, INC	INK REFILLS	7.00

	KCII SIMMERING-CORY, INC. VISA	ADVERTISING ANNUAL WEB HOSTING SERVICE SOFTWARE, ZOOM <b>TOTAL</b>	212.24 475.00 187.98 <b>2,028.98</b>	
<b>AIRPORT</b>	CLOUDBURST 9 TITAN AVIATION FUELS TITAN AVIATION FUELS VISA	INTERNET FUEL FUEL POSTAGE STAMPS <b>TOTAL</b>	69.95 17,982.60 8,383.16 11.00 <b>26,446.71</b>	
<b>ROAD USE</b>	ARNOLD MOTOR SUPPLY ALLIANT ENERGY	PARTS ALLIANT ENERGY <b>TOTAL</b>	20.17 10.60 <b>30.77</b>	
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY <b>TOTAL</b>	193.95 <b>193.95</b>	
<b>HOUSING REHAB</b>	MSJ, LLC	HOUSING INFILL PROGRAM <b>TOTAL</b>	5,500.00 <b>5,500.00</b>	<b>APPROVED 7/21/2020</b>
<b>TREE REMOVAL &amp; REP</b>	IOWA CITY LANDSCAPING MCCONNELL, MARDE	EAB REPLACEMENT POSTAGE REIMBURSEMENT <b>TOTAL</b>	148.00 25.00 <b>173.00</b>	
<b>K-9 PROGRAM</b>	VISA	SUPPLIES, TRAINING <b>TOTAL</b>	73.63 <b>73.63</b>	
<b>CEMETERY GIFT</b>	WOLF FLORAL INC.	MEMORIAL PLANTS <b>TOTAL</b>	105.00 <b>105.00</b>	
<b>WATER PLANT</b>	ALLIANT ENERGY FERGUSON WATERWORKS# 2516 JENNINGS, ELAINE POSTMASTER STATE HYGIENIC LAB STREFF, ROSE	ALLIANT ENERGY METERS, FREIGHT CHRG MILEAGE REIMBURSEMENT BULK MAILING WATER BILLS TESTING MILEAGE REIMBURSEMENT <b>TOTAL</b>	361.22 185.51 21.28 808.54 900.00 5.18 <b>2,281.73</b>	
<b>WATER DISTRIBUTION</b>	ALLIANT ENERGY	ALLIANT ENERGY <b>TOTAL</b>	87.03 <b>87.03</b>	
<b>SEWER PLANT</b>	ARNOLD MOTOR SUPPLY IA DEPT OF NATURAL RESOURCES MARIE ELECTRIC INC. O'REILLY AUTOMOTIVE INC STATE HYGIENIC LAB UNITED LABORATORIES USA BLUEBOOK VAN METER INDUSTRIAL INC	PARTS DISCHARGE PERMIT 9271001 BREAKER REPAIR BULB TESTING CHEMICALS LAB SUPPLIES/HOSE BREAKER FOR UV CONTROLS <b>TOTAL</b>	128.22 1,275.00 481.84 5.90 473.00 671.40 894.24 160.33 <b>4,089.93</b>	
<b>SANITATION</b>	WASH CO HUMANE SOCIETY	JULY COLLECTIONS <b>TOTAL</b>	350.00 <b>350.00</b>	
		<b>TOTAL</b>	<b>60,756.58</b>	

**CITY OF WASHINGTON, IA  
VISA Card Charges**

**CLAIMS REPORT 8/4/2020**

<b>FIRE/EMS</b>	AED BATTERY INFPALO RECERT - CHENOWETH	180.83 125.00	<b>FIN ADMIN</b> ADOBE ZOOM IOWA LEAGUE OF CITIES HP CREDIT VOUCHER	AADOBE ACROBAT EXPORT PDF - ANNUAL SUBSCRIPTION WEB MEETING SUBSCRIPTION IACVIA DUES - HINSON RETURN OF TAX ON ORDER	25.31 58.84 150.00 (46.17)
<b>POLICE</b>	DISPOSABLE GLOVES-20 BOXES K9 SUPPLIES TRAINING CREDIT-CANCELLED TRAINING	305.83 262.13 110.95 65.00 (217.19)	<b>LIBRARY/LIBRARY GIFT</b> USPS STAMPS ENDICIA ENDICIA GOOGLE GSUITE ZOOM	POSTAGE POSTAGE EMAIL SUBSCRIPTION WEB MEETING SUBSCRIPTION	187.98 200.00 10.65 38.52 58.84
<b>WATER PLANT</b>		220.89			308.01
<b>SEWER PLANT</b>		-	<b>CEMETERY</b> PARTSTREE.COM ACVETTOOLS	TRIMMER PARTS TOOLS	124.10 298.00
		-	<b>PARKS/POOL</b>		422.10
<b>AIRPORT</b>	POSTAGE	11.00	<b>DEVELOP SERVICES</b> IAPWIO	2018 UNIFORM PLUMBING CODE TRAINING MANUAL	-
<b>USPS</b>		11.00			184.23
					184.23
				<b>Grand Total</b>	1,640.04

**CITY OF WASHINGTON, IOWA**  
**MONTH TO DATE TREASURERS REPORT**  
**JUNE 30, 2020**

	6/1/2020					6/30/2020
FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	1,606,758.04	98,637.41	-	675,830.90	-	1,029,564.55
002-AIRPORT FUND	287,264.57	12,518.20	-	8,696.08	-	291,086.69
010-CHAMBER REIMBURSEMENT	9,392.40	6,905.51	-	7,694.19	-	8,603.72
011-MAIN STREET REIMBURSEMENT	(32,469.34)	37,990.00	-	5,520.66	-	-
012-WEDG REIMBURSEMENT	2,071.98	8,431.61	-	9,284.66	-	1,218.93
050-DOWNTOWN INCENTIVE GRANT	80,500.00	-	-	-	-	80,500.00
110-ROAD USE	944,984.79	44,299.23	-	147,829.88	-	841,454.14
112-EMPLOYEE BENEFITS	-	5,161.07	-	5,161.07	-	-
114-EMERGENCY LEVY	-	484.81	-	484.81	-	-
121-LOCAL OPTION SALES TAX	-	77,113.72	-	77,113.72	-	-
122-LOST DEBT SERVICE	300.00	-	-	300.00	-	-
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	68,092.16	2,051.14	-	10,639.95	-	59,503.35
125-UNIF COMM UR-NE IND	18,156.74	-	-	18,156.74	-	-
127-UNIF COMM UR - BRIARWOOD	17,855.00	-	-	17,855.00	-	-
129-SC RES UR	36,189.33	-	-	36,189.33	-	-
132-UNIF COMM UR - EBD	34,980.96	-	-	34,980.96	-	-
134-DOWNTOWN COMM UR	47,758.14	190.43	-	47,948.57	-	-
145-HOUSING REHABILITATION	33,061.81	-	-	1,800.00	-	31,261.81
146-LMI TIF SET-ASIDE	44,338.53	52,484.31	-	-	-	96,822.84
200-DEBT SERVICE	(55,097.23)	56,397.23	-	1,300.00	-	-
300-CAPITAL EQUIPMENT	103,730.31	229,883.00	-	158,211.00	-	175,402.31
301-CAPITAL PROJECTS FUND	3,337,521.51	1,006,359.11	-	970,887.48	-	3,372,993.14
308-INDUSTRIAL DEVELOPMENT	362,478.76	36,565.66	-	(18,260.95)	-	417,305.37
309-MUNICIPAL BUILDING	832,865.18	368,670.96	-	804,204.02	-	397,332.12
310-WELLNESS PARK	807,994.54	290.60	-	-	-	808,285.14
311-SIDEWALK REPAIR & REPLACE	7,309.24	-	-	4,608.00	-	2,701.24
312-TREE REMOVAL & REPLACE	25,523.34	15,000.00	-	1,925.09	-	38,598.25
315-RESIDENTIAL DEVELOPMENT	522,218.57	-	-	457,252.55	-	64,966.02
510-MUNICIPAL BAND	3,963.16	-	-	-	-	3,963.16
520-DOG PARK	4,579.10	-	-	-	-	4,579.10
530-TREE COMMITTEE	11,209.20	4,500.00	-	6,566.86	-	9,142.34
540-POLICE FORFEITURE	1,109.01	4,310.64	-	1,859.93	-	3,559.72
541-K-9 PROGRAM	2,525.78	-	-	21.36	-	2,504.42
545-SAFETY FUND	2,175.50	2,235.00	-	-	-	4,410.50
550-PARK GIFT	44,804.80	0.47	-	2,195.07	-	42,610.20
570-LIBRARY GIFT	349,450.15	233.88	-	84.64	-	349,599.39
580-CEMETERY GIFT	10,993.00	-	-	-	-	10,993.00
590-CABLE COMMISSION	10,761.14	-	-	10,761.14	-	-
600-WATER UTILITY	673,698.16	268,109.59	-	578,742.66	-	363,065.09
601-WATER DEPOSIT FUND	29,980.00	1,650.00	-	1,575.00	-	30,055.00
602-WATER SINKING	-	224,723.44	-	224,723.44	-	-
603-WATER CAPITAL PROJECTS	138,911.98	928.80	-	139,840.78	-	-
610-SANITARY SEWER	1,493,083.50	205,732.53	-	937,659.48	-	761,156.55
612-SEWER SINKING	-	720,957.50	-	720,957.50	-	-
613-SEWER CAPITAL PROJECTS	215.80	7,216.35	-	7,432.15	-	-
670-SANITATION	110,708.10	45,609.78	-	54,401.35	-	101,916.53
950-SELF INSURANCE	299,915.63	31,942.81	-	3,769.33	-	328,089.11
951-UNEMPLOYMENT SELF INS	55,064.22	10,769.48	-	-	-	65,833.70
<b>TOTAL BALANCE</b>	<b>12,466,097.56</b>	<b>3,588,354.27</b>	<b>-</b>	<b>6,176,204.40</b>	<b>-</b>	<b>9,878,247.43</b>

**Cash in Bank - Pooled Cash**

		Interest Rate
Wash St. Bank - Operating Account	831,557.73 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash In Drawer	350.00	N/A
Investment in IPAIT	2,056,221.24	0.20%
Wash St - Farm Mgmt Acct	97,046.78	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	2.75%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	2.02%
Wash St Bank - CD 1/14/2019	500,000.00	2.75%
IPAIT ROLLING CD - MATURES MONTHLY	2,626,472.57	0.25%
Wash St Bank - CD 08/30/2018	266,023.75	2.28%
Wash St Bank - ISC Account	2,000,575.36	0.74%
<b>TOTAL CASH IN BANK</b>	<b>9,878,247.43</b>	

(1) Washington State Bank	1,129,722.58
Outstanding Deposits & Checks/Wages payable	(298,164.85)
	<b>831,557.73</b>

**CITY OF WASHINGTON, IOWA  
YEAR TO DATE TREASURERS REPORT  
JUNE 30, 2020**

FUND	7/1/2019 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	6/30/2020 ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	3,875,575.92	-	3,846,011.37	-	1,029,564.55
002-AIRPORT FUND	291,302.19	262,469.70	-	262,685.20	-	291,086.69
010-CHAMBER REIMBURSEMENT	7,806.45	80,103.88	-	79,306.61	-	8,603.72
011-MAIN STREET REIMBURSEMENT	-	76,337.80	-	76,337.80	-	-
012-WEDG REIMBURSEMENT	1,259.20	100,604.24	-	100,644.51	-	1,218.93
050-DOWNTOWN INCENTIVE GRANT	9,500.00	100,000.00	-	29,000.00	-	80,500.00
110-ROAD USE	981,616.71	1,039,013.11	-	1,179,175.68	-	841,454.14
112-EMPLOYEE BENEFITS	-	712,539.73	-	712,539.73	-	-
114-EMERGENCY LEVY	-	65,085.40	-	65,085.40	-	-
121-LOCAL OPTION SALES TAX	-	961,870.82	-	961,870.82	-	-
122-LOST DEBT SERVICE	-	158,940.00	-	158,940.00	-	-
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	50,552.29	45,662.75	-	36,711.69	-	59,503.35
125-UNIF COMM UR-NE IND	-	18,156.74	-	18,156.74	-	-
127-UNIF COMM UR - BRIARWOOD	3,562.36	27,464.14	-	31,026.50	-	-
129-SC RES UR	1,314.27	73,469.96	-	74,784.23	-	-
132-UNIF COMM UR - EBD	-	34,980.96	-	34,980.96	-	-
133-UNIF COMM UR-IRE	-	112,428.05	-	112,428.05	-	-
134-DOWNTOWN COMM UR	4,198.90	46,717.41	-	50,916.31	-	-
145-HOUSING REHABILITATION	8,740.56	134,517.00	-	111,995.75	-	31,261.81
146-LMI TIF SET-ASIDE	68,475.93	66,146.91	-	37,800.00	-	96,822.84
200-DEBT SERVICE	632.26	1,049,071.83	-	1,049,704.09	-	-
300-CAPITAL EQUIPMENT	142,108.48	558,669.62	-	525,375.79	-	175,402.31
301-CAPITAL PROJECTS FUND	2,124,307.12	6,711,032.03	-	5,462,346.01	-	3,372,993.14
305-RIVERBOAT FOUND CAP PROJ	-	480,016.57	-	480,016.57	-	-
308-INDUSTRIAL DEVELOPMENT	299,670.29	174,116.26	-	56,481.18	-	417,305.37
309-MUNICIPAL BUILDING	1,443,871.94	559,840.12	-	1,606,379.94	-	397,332.12
310-WELLNESS PARK	398,324.05	409,961.09	-	-	-	808,285.14
311-SIDEWALK REPAIR & REPLACE	45,361.60	30,000.00	-	72,660.36	-	2,701.24
312-TREE REMOVAL & REPLACE	62,663.34	15,000.00	-	39,065.09	-	38,598.25
315-RESIDENTIAL DEVELOPMENT	-	531,319.40	-	466,353.38	-	64,966.02
510-MUNICIPAL BAND	3,363.16	600.00	-	-	-	3,963.16
520-DOG PARK	4,899.95	199.15	-	520.00	-	4,579.10
530-TREE COMMITTEE	13,843.88	15,100.01	-	19,801.55	-	9,142.34
540-POLICE FORFEITURE	2,160.99	4,310.64	-	2,911.91	-	3,559.72
541-K-9 PROGRAM	3,985.70	600.00	-	2,081.28	-	2,504.42
545-SAFETY FUND	2,475.50	2,235.00	-	300.00	-	4,410.50
550-PARK GIFT	43,809.97	5,498.12	-	6,697.89	-	42,610.20
570-LIBRARY GIFT	337,893.03	20,922.01	-	9,215.65	-	349,599.39
580-CEMETERY GIFT	10,993.00	-	-	-	-	10,993.00
590-CABLE COMMISSION	10,761.14	-	-	10,761.14	-	-
600-WATER UTILITY	692,482.31	1,795,064.73	-	2,124,481.95	-	363,065.09
601-WATER DEPOSIT FUND	26,830.00	21,300.00	-	18,075.00	-	30,055.00
602-WATER SINKING	-	263,043.21	-	263,043.21	-	-
603-WATER CAPITAL PROJECTS	-	773,936.43	-	773,936.43	-	-
610-SANITARY SEWER	843,146.97	2,264,041.34	-	2,346,031.76	-	761,156.55
612-SEWER SINKING	-	939,492.50	-	939,492.50	-	-
613-SEWER CAPITAL PROJECTS	346,219.50	817,142.96	-	1,163,362.46	-	-
670-SANITATION	139,865.38	762,736.17	-	800,685.02	-	101,916.53
950-SELF INSURANCE	265,746.61	132,159.02	-	69,816.52	-	328,089.11
951-UNEMPLOYMENT SELF INS	50,228.60	30,434.60	-	14,829.50	-	65,833.70
<b>TOTAL BALANCE</b>	<b>9,823,143.63</b>	<b>26,359,927.33</b>	<b>-</b>	<b>26,304,823.53</b>	<b>-</b>	<b>9,878,247.43</b>

**Cash in Bank - Pooled Cash**

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	831,557.73 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	2,056,221.24	0.20%
Wash St - Farm Mgmt Acct	97,046.78	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	2.75%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	2.02%
Wash St Bank - CD 1/14/2019	500,000.00	2.75%
IPAIT ROLLING CD - MATURES MONTHLY	2,626,472.57	0.25%
Wash St Bank - CD 08/30/2018	266,023.75	2.28%
Wash St Bank - ISC Account	2,000,575.36	0.74%
<b>TOTAL CASH IN BANK</b>	<b>9,878,247.43</b>	

(1) Washington State Bank  
Outstanding Deposits & Checks/Wages payable

1,129,722.58  
(298,164.85)  
**831,557.73**



## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact info: Illa Earnest, 319-653-6584 ext 131; [learnest@washingtونيowa.gov](mailto:learnest@washingtونيowa.gov)

**\*\*Requires advance City Council approval- Council meets 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays at 6 PM;  
Completed applications are due the Thursday previous to the meeting\*\***

**1. APPLICANT INFORMATION**

Name/Event: PEACE PROCLAMATION

Coordinator: Carol Ray

Contact Number: 653-6387

Email Address: artimesia@iowatelocom.net

**2. EVENT INFORMATION**

Event Description: A talk from Dr. Kesho Scott, Grinnell College, regarding how to be anti-racist & the true meaning of Black Lives Matter

Days/Dates of Event: Sunday, August 9, 1:30 - 3:30

Time(s) of Event: (Include Set Up/Tear Down Time) 1:00 - 4:00

Event Location: Bandstand, Central Park

Will event require an alcohol license or require modification of an existing license? ☐ Yes ☒ No

**3. REQUEST INFORMATION (Check All Applicable Items)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

N/A Temporarily close a street for a special event (specify street, times, and indicate on map: )

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Method of Notification for businesses/downtown residents (if applicable):

\_\_\_\_\_

\_\_\_\_\_

Other Requests

no Temporarily park in a "No Parking" area  
location : \_\_\_\_\_

X Use of City Park (specify park : CENTRAL  
Electrical Needs: PA System

no Walk/Run (attach map of route and indicate  
streets to be closed)

no Fireworks (specify location :)

no Use of gators/UTV/ATV on City streets

no Parade (attach map of route and indicate  
streets to be closed)

no Tent(s) to be used – over 400 sq ft or canopies  
over 1,000 sq ft

\_\_\_\_\_ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

\_\_\_\_\_ Street barricades

\_\_\_\_\_ Emergency "No Parking" Signs

\_\_\_\_\_ Traffic cones

\_\_\_\_\_ Picnic Tables

*NONE*

\_\_\_\_\_ Yield signs for crosswalks

\_\_\_\_\_ Garbage/Recycling Barrels

\_\_\_\_\_ Street Sweeping following (parades)

\_\_\_\_\_ Other (please specify :)

5. SOUND SYSTEMS Please indicate if the following will be used (verify availability with Parks Dept):

\_\_\_\_\_ Amplified Sound/Speaker System

\_\_\_\_\_ Recorded/Live Music

X Public Address System

\_\_\_\_\_ If so: BMI/ASCAP License obtained?

6. SANITATION Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? \_\_\_\_\_ Yes X No \_\_\_\_\_ If yes, how many? \_\_\_\_\_  
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? \_\_\_\_\_ Yes X No \_\_\_\_\_ If yes, how many? )

Contact Person: Carol Ray

Phone: 653-6387

7. INSURANCE

For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

N/A Certificate of Insurance provided and accepted \_\_\_\_\_ Certificate of Insurance not required

## 8. AGREEMENT

In consideration of the City of Washington, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Washington, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Washington, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the codes, rules, regulations, terms and conditions established by the City of Washington, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Carol Perry  
Applicant/Sponsor Signature

7-29-2020  
Date

### DEPARTMENT APPROVALS

Indicate Date  
Contacted

The applicant is responsible for coordinating with all applicable departments  
in advance of City Council consideration.

7-29-2020

City Clerk Illa Earnest , 319-653-6584 [iearnest@washingtونيowa.gov](mailto:iearnest@washingtونيowa.gov)  
(Liquor Licenses) ext 131

Comments/Restrictions: O.K.!

7-29-2020

Police Chief Jim Lester 319-458-0264 [jlester@washingtونيowa.gov](mailto:jlester@washingtونيowa.gov)

Comments/Restrictions: O.K.!

7-29-2020

Fire Chief Tom Wide 319-863-3332 [firedept@washingtونيowa.gov](mailto:firedept@washingtونيowa.gov)

Comments/Restrictions: O.K.!

7-29-2020  
~~NA~~

Streets JJ Bell , 319-653-1538 [jjbell@washingtونيowa.gov](mailto:jjbell@washingtونيowa.gov)

Comments/Restrictions: O.K.!

7-29-2020

Parks Nick Pacha . 319-321-4886 [npacha@washingtونيowa.gov](mailto:npacha@washingtونيowa.gov)

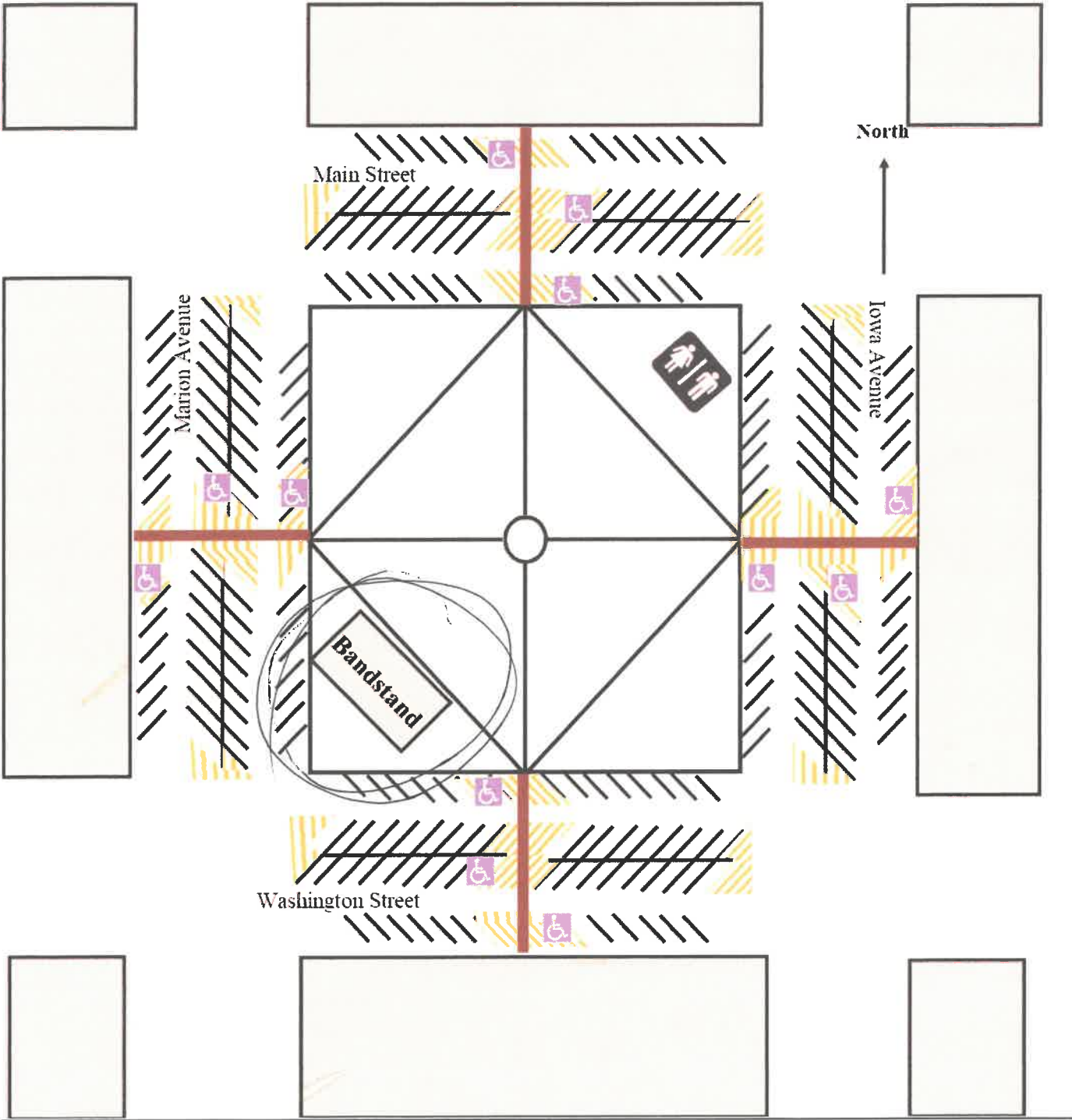
Comments/Restrictions: O.K.!

NA

County Environmental Health (if serving food):  
Jason Taylor; 319-461-2876; [jtaylor@co.washington.ia.us](mailto:jtaylor@co.washington.ia.us)  
Comments/Restrictions:

### CITY COUNCIL APPROVAL

**Downtown Map (If Area Outside Downtown, Please Attach a Map):**



\_\_\_\_\_  
City Clerk Signature

\_\_\_\_\_  
Date of Action

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_

\_\_\_\_\_

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**2020 08 09 Sunday - 1:30 pm**  
**Central Park**

**"A Peace Proclamation"**

**Washington, Iowa,**

Kesho Scott, Professor of Sociology and American Studies at Grinnell College, will address the topic "A Peace Proclamation" about the meaning of anti-racism and the Black Lives Matter movement. Kesho grew up in poverty in Detroit and experienced racism as an eight year old girl when white parents attacked the school bus in which she was riding.

Now as an Associate Professor of American Studies and sociology at Grinnell College—the first tenured African-American woman in the school's history—Scott shares her message of equality and social justice worldwide. In 2008, Kesho spoke to 400 teachers and scholars at the first International Women's Studies and Gender Studies conference in China.

A diversity trainer and gender consultant, Scott is the mother of four and has also toured the world to conduct workshops she calls "Unlearning Racism," where people have a safe place to talk about race and racism in hopes of challenging cross-cultural and multicultural ignorance.

Kesho Scott received her bachelor's degree from Wayne State University, her master's in political sociology from the University of Detroit, and her Ph.D. in American Studies from the University of Iowa, where she was Woman of the Year in 1986. She has held several distinguished faculty positions, including visiting professor at Nanjing University in China

and Fulbright visiting professor at Addis Ababa University in Ethiopia. The recipient of numerous honors, Scott is especially proud to have been awarded the Cristine Wilson Medal for Equality and Justice by the Iowa Commission on the Status of Women in 2008. In addition, Scott has appeared on CNN, Iowa Public Radio, and The Oprah Winfrey Show.

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Dr. Scott is hoping to take this message to every county in Iowa. Her experience in the state has been very positive - she loves Iowa - and this is her way of saying, "Thank-you." She is working with Steve Beck, City Manager of Belle Plaine, Ia, who was her student at Grinnell College. One of their goals is to appeal to younger Iowans, hoping to keep them here. I think we are very fortunate to have the opportunity to hear Dr. Scott.

*Jaron P. Rosien, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator*



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

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## **Memorandum**

July 30, 2020

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

From: Brent Hinson  
City Administrator

Re: Bell Property Annexation

We have completed all of the required mailings, I met with the Board of Supervisors (who indicated their approval of the annexation), and we properly published the notice of hearing, so now it is time for a public hearing and then consideration of the annexation.

Following approval, we will file with Secretary of State, each utility affected, Iowa Department of Transportation and Washington County Recorder's Office.

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

**A RESOLUTION APPROVING VOLUNTARY  
ANNEXATION OF CERTAIN PROPERTIES**

WHEREAS, property owners Bell family and the City of Washington have petitioned for voluntary annexation of certain properties adjoining the current boundary line into the city limits of Washington, Iowa, said territory not being within an urbanized area; and

WHEREAS, the legally-required notifications to interested parties and public hearing have been completed; and

WHEREAS, the City of Washington, Iowa desires to have said real property annexed to and developed as a part of the community.

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

Section 1. That the Petition for Voluntary Annexation of said real property as described in Exhibit A attached hereto be and the same is hereby approved and accepted.

Section 2. That the Clerk is authorized to make the necessary legal filings to complete said annexation.

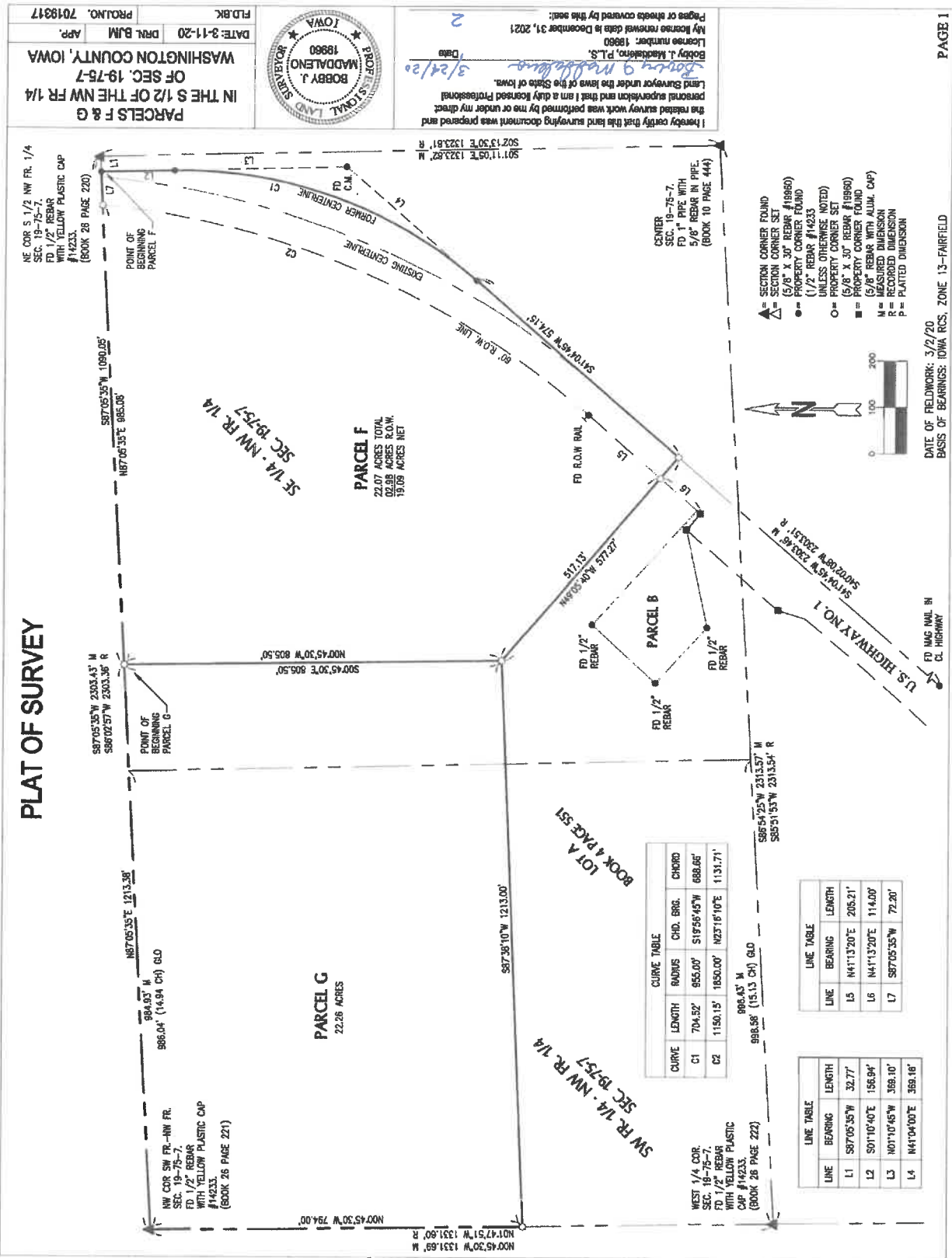
Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 4<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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





GARDEN &amp; ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

## PLAT OF SURVEY

## PARCEL F LAND DESCRIPTION:

Parcel F being part of the South One-half of the Northwest Fractional Quarter of Section 19 - Township 75 North - Range 7 West of the 5<sup>th</sup> P.M., Washington County, Iowa which lies West and North of the centerline of the Highway as same was located on March 2, 1925. Said Parcel F is more particularly described as follows:

Commencing at the Northeast corner of said South 1/2 of the NW Fractional 1/4; thence South 87°05'35" West 32.77 feet along the North line thereof to the centerline of said Highway as same was located on March 2, 1925, said point being the Point of Beginning; thence South 01°10'40" East 156.94 feet along said centerline; thence Southwesterly 704.52 feet along said centerline along a 955.00 foot radius curve, concave Northwesterly and having a chord which bears South 19°56'45" West 688.66 feet; thence continuing along said centerline South 41°04'45" West 574.15 feet; thence North 49°05'40" West 577.27 feet; thence North 00°45'30" West 805.50 feet to the North line of said South 1/2 of the NW Fractional 1/4; thence North 87°05'35" East 1057.28 feet along said North line to the Point of Beginning. Said Parcel F contains 22.07 acres subject to 2.98 acres of right-of-way.

## PARCEL G LAND DESCRIPTION:

Parcel G being part of the South One-half of the Northwest Fractional Quarter of Section 19 - Township 75 North - Range 7 West of the 5<sup>th</sup> P.M., Washington County, Iowa which lies West and North of the centerline of the Highway as same was located on March 2, 1925. Said Parcel G is more particularly described as follows:

Commencing at the Northeast corner of said South 1/2 of the NW Fractional 1/4; thence South 87°05'35" West 1090.05 feet along the North line thereof to the Point of Beginning; thence South 00°45'30" East 805.50 feet; thence South 87°38'10" West 1213.00 feet to the West line of said South 1/2 of the NW Fractional 1/4; thence North 00°45'30" West 794.00 feet along said West line to the NW corner of said South 1/2 of the NW Fractional 1/4; thence North 87°05'35" East 1213.38 feet along the North line of said South 1/2 of the NW Fractional 1/4 to the Point of Beginning. Said Parcel G contains 22.26 acres.

AREA TABLE PARCEL F (ACRES)			
1/4-1/4	TOTAL	R.O.W.	NET
SE-NW FR.	22.07	2.98	19.09
SW FR.-NW FR.	N.A.	N.A.	N.A.

AREA TABLE PARCEL G (ACRES)			
1/4-1/4	TOTAL	R.O.W.	NET
SE-NW FR.	4.15	0.00	4.15
SW FR.-NW FR.	18.11	0.00	18.11

PAGE 2

PARCELS F & G IN THE S 1/2 OF THE NW FR 1/4 OF SEC. 19-75-7 WASHINGTON COUNTY, IOWA		
DATE: 3-11-20	DRN. BJM	APP.
FLD.BK.	PROJ.NO.	7019317

*Jaron P. Rosien, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator*



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

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## **Memorandum**

July 30, 2020

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

From: Brent Hinson  
City Administrator

Re: South Avenue B Water Main Project

All of the water infrastructure work is done, and we'd like to get the concrete poured back prior to the start of school. This is a very large area of concrete, and we are recommending that this work be hired out in order to hit this deadline. JJ sought local quotes, and received 3 bids:

- Greg Bruty Construction: \$46,850
- DeLong Construction: \$55,990
- Coleman Construction: \$58,600

We recommend the bid from Greg Bruty Construction. If approved, he would plan to start as soon as possible.

**BID/ESTIMATE**

Washington, LA 52353

319-461-4808

greg.bruty@gmail.com

**DATE: JULY 20, 2020**

**BID/ESTIMATE TO:**

City of Washington

**JOB SITE:**

**South Avenue B**

[illegible]

**Thank you for the opportunity to bid on your job!**



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

An EEO/AA Employer

An Iowa DOT Certified DBE / WBE Contractor

1320 North 8<sup>th</sup> Avenue  
PO Box 488  
Washington, Iowa 52353

Ph: 319-653-3334  
Fax: 319-653-3351  
[www.delonginc.com](http://www.delonginc.com)

## QUOTE

PROJECT: South Avenue B Concrete Project

DATE: 7/24/2020

LOCATION: Washington, IA

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	7" Reinforced Concrete Paving	7600	SF	\$ 6.50	\$ 49,400.00
2	6" Curb & Gutter.	285	LF	\$ 22.00	\$ 6,270.00
3	Detectable Warning (ADA)	32	SF	\$ 10.00	\$ 320.00
TOTAL					\$ 55,990.00

### Inclusions:

7" pcc includes reinforced rebar

Includes measurements provided by the city. Final payment based on measurements in the field.

Brendan DeLong  
Project Manager  
DeLong Construction, Inc  
319.461.3796

**COLEMAN CONSTRUCTION, INC.**

206 S Huntsberry Street  
Winfield, IA 52659  
Phone: (319) 330-9988

**ESTIMATE 3248**

Date: 7-15- 2020

TO: City of Washington  
South Ave B & Harrison St. 800 block

Attn: J J Bell

QTY	DESCRIPTION	UNIT PRICE	TOTAL
7,600 SF	Pour street with M4 concrete, grade and replace with 7" depth		\$53,200.00
285 FT	Curb		\$3,400.00
2	Handicapped corners		\$500.00
	Pump truck		\$1,500.00
	Any fill rock extra		
	NO SALT ON FLOOR FOR TWO YEARS		
		<b>TOTAL</b>	<b>\$58,600.00</b>

*Jaron P. Rosien, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator*



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

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## **Memorandum**

July 31, 2020

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

From: Brent Hinson  
City Administrator

Re: Wellness Park Ballfields & Roadway Project, Change Order #1

We are asking the Council to consider Change Order #1, the main purpose of which is to include fencing around the 2 new soccer fields, which was suggested by our fields contractor to keep motorized vehicles off the fields and to also contain the soccer balls to a close radius of the fields (in particular, balls kicked to the west just right could roll far). This will also help us to create more of a defined spectator area.

There are several other small changes. We are seeking to fund this change order largely by deducts from the contract, based on some "value engineering" that we conducted in cooperation with DeLong and their subcontractors. We have identified \$48,094 in deducts, versus the \$52,030 in added items for the fields. We are making up the difference with a deduct in the owner-supplied items of \$7,995 because we will only plan to order one double batting cage instead of the two double cages we had planned on.

The final recommended change order does add \$10,791 to DeLong's contract, because we also asked them to provide subdrain for West 7<sup>th</sup> Street, since this is our practice when we pave new curb & gutter streets, but was left off the plans by the previous engineer.

Date of Issuance: **7-31-2020**  
Owner: **City of Washington, Iowa**  
Contractor: **DeLong Construction, Inc.**  
Engineer: **Garden & Associates, LTD.**  
Project: **Wellness Park Ball Fields & Roadway -  
Washington, Iowa**

Effective Date: **8-4-2020**  
Owner's Contract No.: **-----**  
Contractor's Project No.: **-----**  
Engineer's Project No.: **9020226**  
Contract Name: **Wellness Park Ball Fields &  
Roadway – Washington, Iowa**

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

Description: **Modification to Bid Items, Addition of Soccer Field Fence, Subdrains & Dugout Conduit**

Attachments: **Attachment No. 1 to Change Order No. 1**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <b>2,983,670.85</b>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ <b>0.00</b>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <b>2,983,670.85</b>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order:  \$ <b>10,791.18</b>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <b>2,994,462.03</b>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<b>RECOMMENDED:</b>		<b>ACCEPTED:</b>		<b>ACCEPTED:</b>	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Title: <b>Project Engineer/Vice President</b>	Title: <b>Mayor</b>	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if  
applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment No. 1 to Change Order No. 1  
Wellness Park Ball Fields & Roadway  
Washington, Iowa  
G&A 9020226

Bid Item No.	Description	Item Quantity	Units	Unit Price	Scheduled Value	Quantity Change	Unit Price Change	Adjusted Quantity	Contract Adjustment	Adjusted Unit Price	Adjusted Scheduled Value
<b>DIVISION 2: EARTHWORK</b>											
2.01	EXCAVATION, CLASS 13	1	LS	\$158,000.00	\$158,000.00			1		\$158,000.00	\$158,000.00
2.02	SUBGRADE PREPARATION	12,079	SY	\$2.25	\$27,177.75			12,079		\$2.25	\$27,177.75
2.03	SPECIAL BACKFILL	5,624	TONS	\$26.50	\$149,036.00			5,624		\$26.50	\$149,036.00
<b>DIVISION 3: TRENCH &amp; TRENCHLESS CONSTRUCTION</b>											
3.01	GRANULAR TRENCH BACKFILL	852	LF	\$22.00	\$18,744.00			852		\$22.00	\$18,744.00
<b>DIVISION 4: SEWERS &amp; DRAINS</b>											
4.01	SANITARY SEWER SDR-35, 4"	22	LF	\$170.00	\$3,740.00			22		\$170.00	\$3,740.00
4.02	SANITARY SEWER CLEANOUT	1	EA	\$750.00	\$750.00			1		\$750.00	\$750.00
4.03	STORM SEWER CLEANOUT	5	EA	\$960.00	\$4,800.00			5		\$960.00	\$4,800.00
4.04	STORM SEWER HDPE, 6"	208	LF	\$23.00	\$4,784.00			208		\$23.00	\$4,784.00
4.05	STORM SUBDRAIN, HDPE, 6"	382	LF	\$20.00	\$7,640.00			382		\$20.00	\$7,640.00
4.06	STORM SEWER HDPE, 15"	668	LF	\$41.00	\$27,388.00			668		\$41.00	\$27,388.00
4.07	STORM SEWER, RCP, 15"	247	LF	\$56.00	\$13,832.00			247		\$56.00	\$13,832.00
4.08	STORM SEWER, RCP, 18"	356	LF	\$60.00	\$21,360.00			356		\$60.00	\$21,360.00
4.09	FLARED END SECTION, STEEL, 15"	1	EA	\$600.00	\$600.00			1		\$600.00	\$600.00
4.10	FLARED END SECTION, RCP, 18"	1	EA	\$2,950.00	\$2,950.00			1		\$2,950.00	\$2,950.00
<b>DIVISION 5: WATER MAINS &amp; APPURTENANCES</b>											
5.01	WATER SERVICE, POLYETHYLENE, 2"	360	LF	\$20.00	\$7,200.00			360		\$20.00	\$7,200.00
5.02	CORPORATION STOP, 2"	3	EA	\$850.00	\$2,550.00			3		\$850.00	\$2,550.00
5.03	CURB STOP & BOX, 2"	4	EA	\$1,000.00	\$4,000.00			4		\$1,000.00	\$4,000.00
5.04	WATER SERVICE CONNECTION	3	EA	\$1,000.00	\$3,000.00			3		\$1,000.00	\$3,000.00
5.05	VALVE BOX ADJUSTMENT	10	EA	\$575.00	\$5,750.00			10		\$575.00	\$5,750.00
5.06	HYDRANT ADJUSTMENT	5	EA	\$1,290.00	\$6,450.00			5		\$1,290.00	\$6,450.00
<b>DIVISION 6: STRUCTURES FOR SANITARY &amp; STORM SEWERS</b>											
6.01	MANHOLE, SW-401, 48"	4	EA	\$4,250.00	\$17,000.00			4		\$4,250.00	\$17,000.00
6.02	INTAKE, SW-501	2	EA	\$5,950.00	\$11,900.00			2		\$5,950.00	\$11,900.00
6.03	NYLOPLAST DRAIN BASIN, 30"	4	EA	\$4,180.00	\$16,720.00			4		\$4,180.00	\$16,720.00
6.04	SANITARY MANHOLE ADJUSTMENT, MINOR	5	EA	\$1,100.00	\$5,500.00			5		\$1,100.00	\$5,500.00
6.05	GREASE TRAP	1	LS	\$3,455.00	\$3,455.00			1		\$3,455.00	\$3,455.00
<b>DIVISION 7: STREETS &amp; RELATED WORK</b>											
7.01	PCC PAVEMENT, 6"	10,812	SY	\$39.65	\$428,695.80	(\$6,579)		10,648	(\$6,599.82)	\$39.65	\$422,195.98
7.02	PCC PAVEMENT, 7"	5,500	SY	\$35.75	\$196,625.00			5,500		\$35.75	\$196,625.00
7.03	PCC PAVEMENT W/INTEGRAL CURB, 7"	1,872	SY	\$44.30	\$82,929.60			1,872		\$44.30	\$82,929.60
7.04	DETECTABLE WARNINGS	112	SY	\$40.00	\$4,480.00			112		\$40.00	\$4,480.00
7.05	GRANULAR SURFACING, 6"	1,259	SY	\$8.50	\$10,701.50			1,259		\$8.50	\$10,701.50
<b>DIVISION 8: TRAFFIC CONTROL</b>											
8.01	PAINTED PAVEMENT MARKINGS	865	SF	\$2.50	\$2,162.50			865		\$2.50	\$2,162.50
<b>DIVISION 9: SITE WORK &amp; LANDSCAPING</b>											
9.01	CONVENTIONAL SEEDING	44,527	SY	\$0.50	\$22,263.50			44,527		\$0.50	\$22,263.50
9.02	TURF SEEDING	39,690	SY	\$3.55	\$140,899.50			39,690		\$3.55	\$140,899.50
9.03	FERTILIZER FOR SEEDING	84,233	SY	\$0.10	\$8,423.30			84,233		\$0.10	\$8,423.30
9.04	HYDROMULCHING FOR SEEDING	84,233	SY	\$0.60	\$50,539.80			84,233		\$0.60	\$50,539.80
9.05	SWPPP	1	LS	\$8,000.00	\$8,000.00		(\$3,000.00)	1	(\$3,000.00)	\$5,000.00	\$5,000.00
9.06	EROSION CONTROL BLANKET	2,820	SY	\$1.10	\$3,102.00			2,820		\$1.10	\$3,102.00
9.07	RIP RAP	29	SY	\$60.00	\$1,740.00	45		74	\$2,700.00	\$60.00	\$4,440.00
9.08	SILT FENCE	5,704	LF	\$2.25	\$12,834.00			5,704		\$2.25	\$12,834.00
9.09	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$1,500.00	\$1,500.00	(1)			(\$1,500.00)	\$1,500.00	
9.10	INLET PROTECTION	11	EA	\$175.00	\$1,925.00			11		\$175.00	\$1,925.00
9.11	FLOW TRANSITION MAT	409	SF	\$20.00	\$8,000.00	(400)			(\$8,000.00)	\$20.00	
9.12	CHAIN LINK FENCE, 6' HEIGHT	4,186	LF	\$14.30	\$59,859.80			4,186		\$14.30	\$59,859.80
9.13	CHAIN LINK FENCE, 10' HEIGHT	216	LF	\$39.40	\$8,510.40			216		\$39.40	\$8,510.40
9.14	CHAIN LINK FENCE, 18' HEIGHT (BACKSTOP)	488	LF	\$102.00	\$49,776.00			488		\$102.00	\$49,776.00
9.15	CHAIN LINK FENCE, 10' WIDTH, 6' HEIGHT	8	EA	\$410.00	\$3,280.00			8		\$410.00	\$3,280.00
9.16	CHAIN LINK FENCE, 6' WIDTH, 6' HEIGHT	8	EA	\$185.00	\$1,480.00			8		\$185.00	\$1,480.00
9.17	CHAIN LINK FENCE, 14' WIDTH, 6' HEIGHT	4	EA	\$565.00	\$2,260.00			4		\$565.00	\$2,260.00
<b>DIVISION 11: MISCELLANEOUS</b>											
11.01	MOBILIZATION	1	LS	\$223,000.00	\$223,000.00			1		\$223,000.00	\$223,000.00
11.02	CONCRETE WASHOUT	1	LS	\$1,200.00	\$1,200.00			1		\$1,200.00	\$1,200.00
11.03	SKINNED INFIELD, 4"	9,168	SY	\$4.15	\$38,047.20			9,168		\$4.15	\$38,047.20
11.04	GRANULAR SURFACE, 4"	467	SY	\$11.00	\$5,137.00			467		\$11.00	\$5,137.00
11.05	SAND BASE, VOLLEYBALL	1,475	SY	\$22.50	\$33,187.50			1,475		\$22.50	\$33,187.50
11.06	BORDER EDGING	1,450	LF	\$11.50	\$16,675.00	(956)		494	(\$10,994.00)	\$11.50	\$5,681.00
11.07	CONCESSION STRUCTURE, COMPLETE	1	LS	\$347,500.00	\$347,500.00			1		\$347,500.00	\$347,500.00
11.08	DUGOUT STRUCTURE, COMPLETE	8	EA	\$13,240.00	\$105,920.00			8		\$13,240.00	\$105,920.00
11.09	IRRIGATION SYSTEM, BASEBALL FIELDS	1	LS	\$95,000.00	\$95,000.00			1		\$95,000.00	\$95,000.00
11.10	IRRIGATION SYSTEM, SOCCER FIELD	1	LS	\$40,000.00	\$40,000.00			1		\$40,000.00	\$40,000.00
11.11	BASEBALL FIELD 1 EQUIPMENT	1	LS	\$8,890.00	\$8,890.00			1		\$8,890.00	\$8,890.00
11.12	BASEBALL FIELD 2 EQUIPMENT	1	LS	\$8,890.00	\$8,890.00			1		\$8,890.00	\$8,890.00
11.13	BASEBALL FIELD 3 EQUIPMENT	1	LS	\$8,890.00	\$8,890.00			1		\$8,890.00	\$8,890.00
11.14	BASEBALL FIELD 4 EQUIPMENT	1	LS	\$8,890.00	\$8,890.00			1		\$8,890.00	\$8,890.00
11.15	SAND VOLLEYBALL COURT EQUIPMENT	1	LS	\$3,000.00	\$3,000.00			1		\$3,000.00	\$3,000.00
11.16	FLAGPOLE ARRANGEMENT	1	LS	\$23,500.00	\$23,500.00		(\$15,700.00)	1	(\$15,700.00)	\$7,800.00	\$7,800.00
11.17	REMOVABLE BOLLARD	2	EA	\$1,000.00	\$2,000.00			2		\$1,000.00	\$2,000.00
11.18	FENCE TOP PROTECTION (OUTFIELD FENCE)	2,046	LF	\$2.35	\$4,808.10			2,046		\$2.35	\$4,808.10
11.19	BATTING CAGE EQUIPMENT	2	EA	\$1,200.00	\$2,400.00			2		\$1,200.00	\$2,400.00
0	STORED MATERIALS									\$1.00	
<b>DIVISION 12: ELECTRICAL</b>											
12.01	SITE ELECTRICAL CONDUIT	1	LS	\$77,000.00	\$77,000.00			1		\$77,000.00	\$77,000.00
<b>ALTERNATE 1</b>											
A.01	CHAIN LINK FENCE, 6' HEIGHT, UPGRADE	4,186	LF	\$5.30	\$22,185.80			4,186		\$5.30	\$22,185.80
A.02	CHAIN LINK FENCE, 10' HEIGHT, UPGRADE	216	LF	\$9.30	\$2,008.80			216		\$9.30	\$2,008.80
A.03	CHAIN LINK FENCE, 18' HEIGHT BACKSTOP, UPGRADE	488	LF	\$24.50	\$11,956.00			488		\$24.50	\$11,956.00
A.04	CHAIN LINK FENCE, 10' WIDTH, 6' HEIGHT, UPGRADE	8	EA	\$210.00	\$1,680.00			8		\$210.00	\$1,680.00
A.05	BASEBALL FIELD LIGHTING (FIELD 1)	1	LS	\$249,000.00	\$249,000.00			1		\$249,000.00	\$249,000.00
A.08	FENCE TOP PROTECTION (FOUL LINE FENCE)	1,300	LF	\$2.35	\$3,055.00			1,300		\$2.35	\$3,055.00

Attachment No. 1 to Change Order No. 1  
Wellness Park Ball Fields & Roadway  
Washington, Iowa  
G&A 9020226

Bid Item No.	Description	Item Quantity	Units	Unit Price	Scheduled Value	Quantity Change	Unit Price Change	Adjusted Quantity	Contract Adjustment	Adjusted Unit Price	Adjusted Scheduled Value
A.09	BATTING CAGE EQUIPMENT	2	EA	\$1,200.00	\$2,400.00	(2)			(\$2,400.00)	\$1,200.00	
A.10	CHAIN LINK GATE, 6' WIDTH, 6' HEIGHT, UPGRADE	8	EA	\$225.00	\$1,800.00			8		\$225.00	\$1,800.00
A.11	CHAIN LINK GATE, 14' WIDTH, 6' HEIGHT, UPGRADE	4	EA	\$334.00	\$1,336.00			4		\$334.00	\$1,336.00
CHANGE ORDER ADDITIONS											
CO1-EX1	SOCCER FIELD FENCE		LS			1	\$46,800.00	1	\$46,800.00	\$46,800.00	\$46,800.00
CO1-EX2	4" SUBDRAIN		LF			900	\$5.75	900	\$5,175.00	\$5.75	\$5,175.00
CO1-EX2	4" SUBDRAIN OUTLETS		EA			4	\$420.00	4	\$1,680.00	\$420.00	\$1,680.00
CO1-EX3	CONDUIT FOR ELECTRICAL AT DUGOUTS		LS			1	\$2,530.00	1	\$2,530.00	\$2,530.00	\$2,530.00
	Totals				\$2,983,670.85				\$10,791.18		\$2,994,462.03

Total Contract Price Adjustment: \$10,791.18

*Jaron P. Rosien, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator*



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

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## **Memorandum**

July 30, 2020

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

From: Brent Hinson  
City Administrator

Re: Water Treatment Plant SRF Loan

When we were working on closing out the financials on FY20, we realized that we had not drawn the SRF loan down to the level needed to make the Water Fund projections presented during the FY21 budget process work properly. We had gotten the okay from the DNR for an SRF loan of a total of \$4,620,000 for the project back in August 2019, but overlooked doing the additional loan proceedings that were needed for this higher amount. Given the condition of our Water Fund due to much lower usage from our largest user, it is essential that we be able to draw down the full amount of funding, or we will have to cancel/delay badly needed future projects or raise rates significantly in the future. This additional draw-down keeps us on the same schedule for projects and rates as previously discussed. The loan is at 2% for 20 years.

In addition to setting the hearing on the additional loan amount, the Council is asked to approve an engagement agreement with bond counsel Ahlers & Cooney.

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$250,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, IOWA, 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 AND DISBURSEMENT  
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED  
\$250,000 WATER REVENUE CAPITAL LOAN NOTES OF  
THE CITY OF WASHINGTON, IOWA, AND PROVIDING FOR  
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Washington, Iowa should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, in the amount of not to exceed \$250,000, as authorized by Sections 384.24A, 384.82 and 384.83, Code of Iowa, as amended, for the purpose of providing funds to pay costs as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Note shall be payable solely and only out of the net earnings of the Municipal Water System and shall be a first lien on the future net earnings of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Note; and

WHEREAS, before a Loan and Disbursement Agreement may be authorized and Water Revenue 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 and Disbursement 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 THE CITY OF WASHINGTON, STATE OF IOWA:

Section 1. That this City Council meet in the Fire Department Training Room, 215 E. Washington Street, Washington, Iowa at \_\_\_\_\_ o'clock \_\_\_\_ .M., on the 18th day of August, 2020, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$250,000 Water Revenue Capital Loan Notes to evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four clear days nor more than twenty days before the date of said public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action shall be in substantially the following form:

(To be published on or before: August 13, 2020)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF  
WASHINGTON, IOWA ON THE MATTER OF THE PROPOSED  
AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND  
THE ISSUANCE OF NOT TO EXCEED \$250,000 WATER REVENUE  
CAPITAL LOAN NOTES, AND THE PUBLIC HEARING ON THE  
AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Washington, Iowa, will hold a public hearing on the 18th day of August, 2020, at \_\_\_\_\_ o'clock \_\_\_\_ M., in the Fire Department Training Room, 215 E. Washington Street, Washington, Iowa, at which meeting the City Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$250,000 Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the net revenues of the Municipal Water Utility.

At the above meeting the City 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 City Council will at this meeting or at any adjournment thereof, take additional action for the authorization of said Loan and Disbursement Agreement and the issuance of Notes or will abandon the proposal to issue the Notes.

This Notice is given by order of the City Council of the City of Washington, Iowa, as provided by Sections 384.24A, 384.82 and 384.83, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Washington, State of Iowa

(End of Notice)

PASSED AND APPROVED this 4th day of August, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Ahlers & Cooney, P.C.  
Attorneys at Law

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
www.ahlerslaw.com

Jason L. Comisky  
515.246.0337  
jcomisky@ahlerslaw.com

July 30, 2020

Via E-mail Only

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

Re: City of Washington, State of Iowa - Bond Counsel Engagement Agreement  
Not to Exceed \$250,000 Water Revenue Capital Loan Notes (DWSRF)

Dear Mayor and City Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the City of Washington, Iowa (the "City" or "Issuer") in connection with the above-referenced issuance (the "Notes"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Notes, this Agreement relates to the agreed-upon scope of bond counsel services described herein (the "Services").

A. SCOPE OF SERVICES -- *Bond Counsel*

As Bond Counsel, we will represent the City in the issuance of the Notes through the Drinking Water Facilities SRF Program and purchased by the Iowa Finance Authority (the "Note Purchasers"), counsel for the Note Purchasers, and the Municipal Advisor (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law relating to the legal status and powers of the City or otherwise relating to the issuance of the Notes.
2. Obtain information about the Note transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Notes in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Notes on a tax-exempt basis.
5. Prepare or review documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted.

6. Prepare or review all pertinent proceedings to be considered by the governing body of the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Notes, the sources of payment for the Notes and the federal income tax treatment of interest on the Notes, which opinion (the "Bond Opinion") will be delivered in written form on the date the Notes are exchanged for their purchase price (the "Closing"). Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Notes and make certain the appropriate Federal Information Reporting Form 8038 is filed for each series.

#### B. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond:

- a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- b) Drafting state constitutional or legislative amendments.
- c) Pursuing test cases or other litigation, such as contested validation proceedings.
- d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes.
- f) Opining on a continuing disclosure undertaking pertaining to the Notes and, after the execution and delivery of the Notes, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
- g) After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Notes.
- h) Undertaking responsibility as disclosure counsel.

We will provide one or more of the services listed in (a)–(h) upon your request, however, a separate, written engagement or request for services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (i)–(n) below, are not included in this Agreement, nor will they be provided by us at any time.

- i) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Notes, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Notes.
- j) Independently establishing the veracity of certifications and representations of the City or the other Participants.
- k) Acting as an underwriter, or otherwise marketing the Notes.

be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Notes.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and their security.
4. You should carefully review all of the representations you are making in the transaction documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Notes as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Notes, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The City's lawyers, financial advisors and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
6. As noted, the members of the governing body of the City also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

#### E. FEES

It is our practice to bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

We estimate that our fee for Bond Counsel services will not exceed \$5,900. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Notes actually issued differs significantly from the amount anticipated at the time we initially estimated our fee; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility.

In addition to our flat fees, we will charge for any incidental costs (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.), at actual costs incurred. We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.

#### *Billing Matters:*

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim

Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.*

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

Very truly yours,



Jason L. Comisky  
FOR THE FIRM

JLC:ks

cc: Illa Earnest (via e-mail)  
Kelsey Brown (via e-mail)

Accepted:  
City of Washington, Iowa

By: \_\_\_\_\_ Date: \_\_\_\_\_

\*Approved by action of the governing body on \_\_\_\_\_, 2020.

## CITY OF WASHINGTON, IOWA

Water Enterprise Fund

07/30/2020 13:49

## WATER REVENUE ADJUSTMENTS

Growth Assumptions	Base		Per CF		Base		Per CF		Base		Per CF		Base		Per CF	
	Base	Per CF	Base	Per CF	Base	Per CF	Base	Per CF	Base	Per CF	Base	Per CF	Base	Per CF	Base	Per CF
Water Usage	01-Jul-08	0.00%	01-Jul-13	0.00%	01-Jul-17	5.00%	01-Jul-21	0.00%	01-Jul-25	7.50%	1-Jul-25	0.00%	0.00%	0.00%	0.00%	5.00%
Operating Expenses	01-Jul-09	0.00%	01-Jul-14	0.00%	01-Jul-18	0.00%	01-Jul-22	0.00%	01-Jul-26	7.50%	1-Jul-26	0.00%	0.00%	0.00%	0.00%	5.00%
Interest Rate	01-Jul-11	12.54%	01-Jul-15	0.00%	01-Jul-19	0.00%	01-Jul-23	0.00%	01-Jul-27	5.00%	1-Jul-27	0.00%	0.00%	0.00%	0.00%	5.00%
	01-Jul-12	24.38%	01-Jul-16	0.00%	01-Jul-20	0.00%	01-Jul-24	0.00%	01-Jul-28	5.00%	1-Jul-28	0.00%	0.00%	0.00%	0.00%	5.00%
0-1,400 CF																
1,401 - 13,600 CF																
13,601 - 99,999 CF																
> 100,000 CF																
Base Rate per Month	\$3.48	\$3.65	\$3.84	\$3.97	\$4.11	\$4.42	\$4.75	\$5.10	\$5.36	\$5.63	\$6.51	\$6.84	\$7.18	\$7.52	\$7.85	\$8.18
Avg. Number of Customers	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045
Avg \$/100 CF (without Base)	\$3.48	\$3.65	\$3.84	\$3.97	\$4.11	\$4.42	\$4.75	\$5.10	\$5.36	\$5.63	\$6.51	\$6.84	\$7.18	\$7.52	\$7.85	\$8.18
Avg \$/100 CF (with Base)	\$5.59	\$5.66	\$6.24	\$6.21	\$7.27	\$7.58	\$7.69	\$7.84	\$8.10	\$8.36	\$9.25	\$9.58	\$9.92	\$10.25	\$10.58	\$10.92
Consumption (100 cubic ft)	0.00%	2.82%	2.95%	-18.91%	206,251	206,251	221,720	238,349	238,349	238,349	238,349	238,349	238,349	238,349	238,349	238,349
Total Water Usage	269,693	262,086	254,345	206,251	206,251	206,251	221,720	238,349	238,349	238,349	238,349	238,349	238,349	238,349	238,349	238,349
OPERATING REVENUES																
Usage Fees	\$885,926	\$903,996	\$927,639	\$847,380	\$910,934	\$927,639	\$847,380	\$910,934	\$927,639	\$847,380	\$910,934	\$927,639	\$847,380	\$910,934	\$927,639	\$847,380
Base Rate Fees	621,180	621,180	652,239	652,239	652,239	652,239	652,239	652,239	652,239	652,239	652,239	652,239	652,239	652,239	652,239	652,239
Reconnection Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Penalties	72,651	72,773	77,111	76,741	61,602	61,602	61,602	61,602	61,602	61,602	61,602	61,602	61,602	61,602	61,602	61,602
Sales Tax/WET	115,250	120,394	123,949	103,566	83,243	97,487	105,992	115,822	119,471	123,304	127,327	131,552	135,988	140,646	145,537	150,489
Water Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc Charges	3,864	13,867	8,724	11,262	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900
Total Operating Revenues	\$1,698,870	\$1,852,448	\$1,768,910	\$1,655,726	\$1,728,162	\$1,728,162	\$1,878,431	\$2,052,087	\$2,116,563	\$2,184,262	\$2,255,347	\$2,329,986	\$2,408,356	\$2,490,646	\$2,577,049	\$2,664,498
OPERATING EXPENSES																
Personnel	\$468,725	\$499,783	\$528,654	\$503,779	\$547,174	\$547,174	\$563,589	\$580,497	\$597,912	\$615,849	\$634,325	\$653,354	\$672,955	\$693,144	\$713,938	\$735,387
Group Insurance	44,169	49,908	66,513	80,505	84,927	84,927	91,721	99,059	106,984	115,542	124,786	134,769	145,550	157,194	169,770	183,307
Repairs & Maintenance	143,603	109,087	130,895	120,356	110,500	110,500	113,815	117,229	120,746	124,369	128,100	131,943	135,901	139,978	144,177	148,491
Utilities	198,473	202,448	229,793	217,315	235,700	235,700	254,556	274,920	296,914	320,667	346,321	374,026	403,948	436,264	471,165	508,991
Other Utility Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contractual	20,370	25,997	37,998	32,941	36,700	36,700	37,801	38,935	40,103	41,306	42,545	43,822	45,136	46,490	47,885	49,319
Commodities/Other Supplies	76,271	47,551	77,778	75,761	104,500	104,500	107,635	110,864	114,190	117,616	121,144	124,778	128,522	132,377	136,349	140,444
Taxes	25	114,983	124,561	86,621	97,487	97,487	105,992	115,822	119,471	123,304	127,327	131,552	135,988	140,646	145,537	150,489
Chemicals	60,621	61,690	68,463	98,726	136,000	136,000	140,080	144,282	148,611	153,069	157,661	162,391	167,263	172,281	177,449	182,567
Water Deposit Refunds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	(12,669)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expense	\$1,125,945	\$1,114,649	\$1,247,613	\$1,284,594	\$1,352,988	\$1,352,988	\$1,415,190	\$1,481,609	\$1,544,931	\$1,611,722	\$1,682,209	\$1,756,635	\$1,835,264	\$1,918,375	\$2,006,270	\$2,094,949
NET OPERATING REV	\$572,925	\$617,561	\$521,297	\$371,132	\$375,174	\$375,174	\$463,242	\$570,478	\$571,632	\$572,540	\$573,138	\$573,350	\$573,093	\$572,271	\$570,779	\$569,279
Interest on Reserves	0	289	615	277	1,383	1,383	1,339	1,496	1,005	1,610	352	623	790	774	746	718
Revenue for Debt Service	\$572,925	\$617,850	\$522,660	\$371,409	\$376,556	\$376,556	\$464,580	\$571,974	\$572,637	\$574,150	\$573,490	\$573,973	\$573,883	\$573,045	\$571,525	\$569,567
Water Debt Service																
2017 SRF Bonds (Plant)	\$0	\$0	\$249,215	\$263,043	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544
Proposed 2026 SRF Bonds (New Well)	\$0	\$0	\$249,215	\$263,043	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544	\$282,544
Subtotal SRF Debt	\$0	\$0	\$498,430	\$526,086	\$565,088	\$565,088	\$565,088	\$565,088	\$565,088	\$565,088	\$565,088	\$565,088	\$565,088	\$565,088	\$565,088	\$565,088
Series 2016A GO- Water Share	\$40,000	\$35,479	\$41,675	\$0	\$0	\$0	\$12,675	\$12,675	\$12,675	\$12,675	\$12,675	\$12,675	\$12,675	\$12,675	\$12,675	\$12,675
Series 2015 GO (Water Tower)	\$125,575	\$139,163	\$137,888	\$50,682	\$96,925	\$96,925	\$45,325	\$87,825	\$0	\$137,575	\$134,825	\$137,175	\$133,925	\$135,875	\$137,200	\$138,525
Series 2021- Water Mains (15yr)	\$165,575	\$174,642	\$163,950	\$92,357	\$96,925	\$96,925	\$87,236	\$87,341	\$87,534	\$87,506	\$87,286	\$87,875	\$86,272	\$88,257	\$87,181	\$88,507
Subtotal GO Debt	\$331,150	\$349,264	\$343,562	\$143,037	\$193,750	\$193,750	\$145,236	\$187,841	\$100,209	\$237,136	\$234,786	\$237,725	\$232,872	\$236,807	\$234,381	\$238,612
Total Debt	\$331,150	\$349,264	\$343,562	\$143,037	\$193,750	\$193,750	\$145,236	\$187,841	\$100,209	\$237,136	\$234,786	\$237,725	\$232,872	\$236,807	\$234,381	\$238,612
Debt Service Coverage																
Net Revenues/ Revenue Debt	N/A	N/A	85.91	2.10	1.41	1.33	1.64	2.02	2.03	2.03	2.03	1.79	1.44	1.43	1.43	1.43

\*\*\*SRF loans must have at least 1.10x coverage (Revenue Debt only)\*\*

## Water Enterprise Fund

Water Enterprise Fund

Water Enterprise Fund

*Jaron P. Rosien, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator*



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

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## **Memorandum**

July 31, 2020

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

From: Brent Hinson  
City Administrator

Re: Assignment of Real Estate Installments Contract

Brava has requested that we consent to assigning the contract to a new special purpose LLC, "915 East Tyler Street, LLC". Under the contract, they cannot assign the contract without City pre-approval. The creation of a special purpose LLC is a very common practice in this type of situation, and I see no issues with agreeing to this.

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

**A RESOLUTION CONSENTING TO THE ASSIGNMENT  
OF A REAL ESTATE INSTALLMENTS CONTRACT**

WHEREAS, the City Council approved a Real Estate Installments Contract with Wildhawk Investments, LLC for the contract sale of the former Whitesell facility at 915 East Tyler Street on July 7, 2020; and

WHEREAS, Brava/Wildhawk wishes to assign this contract to a special purpose entity, 915 East Tyler Street, LLC; and

WHEREAS, said Real Estate Installments Contract requires written consent of the City to any assignment of the contract prior to it occurring.

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

Section 1. The City hereby consents that the Real Estate Installments Contract with Wildhawk Investments, LLC be assigned to 915 East Tyler Street, LLC.

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

PASSED AND APPROVED this 4<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

## Brent Hinson

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**From:** Kevin D. Olson <kevinolsonlaw@gmail.com> on behalf of Kevin D. Olson  
**Sent:** Wednesday, July 29, 2020 11:11 AM  
**To:** Brent Hinson  
**Subject:** Re: resolution directing sale [IWOV-SPMB.FID696556]

On Wed, Jul 29, 2020 at 11:05 AM Matt Hektoen <[mhektoen@spmblaw.com](mailto:mhektoen@spmblaw.com)> wrote:

Kevin,

Please use 915 East Tyler Street LLC as the SPE. My clients are in the space currently and are comfortable holding off on signing the contract until the name change is approved by Council. Does that work for the City? Thanks.

Matt

Matt Hektoen  
Member



**SIMMONS PERRINE  
MOYER BERGMAN PLC**

Simmons Perrine Moyer Bergman PLC  
115 3rd Street SE, Suite 1200  
Cedar Rapids, Iowa 52401-1266  
Telephone: (319) 896-4030  
Fax: (319) 366-1917  
[Email](#) | [Bio](#)

[www.spmblaw.com](http://www.spmblaw.com)

Please notify me if you receive this confidential email in error.

**From:** Kevin D. Olson [mailto:[kevinolsonlaw@gmail.com](mailto:kevinolsonlaw@gmail.com)]  
**Sent:** Wednesday, July 29, 2020 10:47 AM  
**To:** Matt Hektoen <[mhektoen@spmblaw.com](mailto:mhektoen@spmblaw.com)>  
**Cc:** Brent Hinson <[bhinson@washingtونيowa.gov](mailto:bhinson@washingtونيowa.gov)>  
**Subject:** Re: resolution directing sale [IWOV-SPMB.FID696556]

August 4th. If you can get me the entity, we can get a resolution approving the assignment to your special purpose entity.

*Jaron P. Rosien, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator*



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

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## **Memorandum**

July 31, 2020

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

From: Brent Hinson  
City Administrator

Re: 320 North Avenue C

As the Council is aware, the house at 320 North Avenue C suffered a major fire on the 4<sup>th</sup> of July. The owner has approached the City about purchasing the property and preparing it for redevelopment. This is in line with our Neighborhood Stabilization Program and past practices. We would pay \$5,000 for the property, and incur legal & demolition expenses. I would envision holding on to the lot for a couple of years while we work on focused code enforcement, etc. in the neighborhood, which is probably the most distressed remaining in Washington.

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

**A RESOLUTION APPROVING OFFER TO  
BUY REAL ESTATE AND ACCEPTANCE**

WHEREAS, the residence at 320 North Avenue C suffered a fire and is deemed to be beyond the point where rehabilitation is economical or advisable; and

WHEREAS, the property owner has approached the City of Washington with the proposition of selling the property to the City for demolition and future re-sale; and

WHEREAS, the City Council envisioned the acquisition and demolition of such residences for purposes of neighborhood stabilization and development of new infill housing in Resolution 2013-064, adopted on August 7, 2013; and

WHEREAS, the City Administrator has conducted such negotiations to acquire the property for demolition of the residence and resale of the lot, and reached an accepted offer with the property owner:

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

Section 1. The City Council hereby approves the attached Offer to Buy Real Estate and Acceptance for 320 North Avenue C for James Shepard.

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

PASSED AND APPROVED this 4<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

**TO: James Shepard**, a single person (hereinafter the "Owner")

The undersigned Buyers, City of Washington, Iowa (hereinafter "City"), hereby offer to buy and Owner, by their acceptance, agree to sell all of Owner's property located 320 N. Avenue C in Washington, said tract of real property situated in Washington County, Iowa, subject to easements and restrictions of record, and legally described as follows:

**Lot Seven (7) in Block Two (2) in M.M. Young's Addition to the Town, now City of Washington, Washington County, Iowa. (the "Property")**

The exact legal description of the Property shall be obtained from the abstract of title.

1. **Purchase Price/Time for Acceptance.** City shall pay to Owner the sum of **\$5,000.00** for the Property, and the method of payment shall be \$1,000.00 down with this offer and the balance of the Purchase Price to be paid at the closing. This offer shall be come null and void if not accepted and delivered to City no later than 5:00 p.m. on Friday, August 7, 2020.
2. **Real Estate Taxes.** City shall pay all real estate taxes that are due and a pro-rata share of all of the real estate taxes that have accrued as of the date of closing.
3. **Risk of Loss and Insurance.** Owner shall keep liability insurance on the Property until the Closing.
4. **Possession and Closing.** If City timely performs all of its obligations, possession of the Property shall be delivered to City on or before August 25, 2020, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by City pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.
5. **Condition of Property.** The City is purchasing the Property in an "AS IS" condition. Owner makes no warranties, express or implied, as to the condition of the Property.
6. **Abstract and Title.** Owner, at City's expense, shall deliver to City, at its expense an abstract of title to the Property continued through the date of acceptance of this Agreement. It shall show marketable title in Owner in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. Owner shall make every reasonable effort to promptly perfect title. If closing is delayed due to Owner's inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the City

when the Purchase Price is paid in full. Owner shall pay the costs of additional abstracting and title work due to any act or omission of Owner, including transfers by or the death of Owner or assignees. The abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

7. **Environmental Matters.** Owner warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Owner has done nothing to contaminate the Property with hazardous wastes or materials. Owner warrants that the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Owner shall also provide the City with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property. In the event that there exists any hazardous materials or substances, solid waste disposal sites or underground storage tanks on the Property, the City has the right to cancel this Agreement. If there exists any abandoned wells, the City may require Owner to cap the well in accordance with all applicable laws and regulations.

8. **Deed.** Upon payment of the Purchase Price, Owner shall convey the Property to the City by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City. City shall prepare the deed, groundwater hazard statement and declaration of value for signature by Owner at the closing.

9. **Use of Purchase Price.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens, and to acquire outstanding interests, if any, of others. City shall pay the real estate transfer tax associated with this transaction and the City shall pay the costs of recording the documents.

10. **Approval of Court.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by August 25, 2020, either party may declare this Agreement null and void, and all payments made hereunder shall be made to the City.

11. **Remedies of the Parties.**

A. If the City fails to timely perform under this Agreement, Owner may forfeit this Agreement as provided in Iowa Code Chapter 656, and all payments made shall be forfeited, or, at Owner's option, upon thirty days written notice of intention to accelerate the entire balance because of the City's default (during which thirty days the default is not corrected), Owner may declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Owner fails to timely perform this Agreement, the City has the right to all payments made returned to the City.

C. Owner and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorneys fees.

12. **Notice.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, address to the parties at the addresses given below.

For City of Washington:

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

For the Owner:

James Shepard  
320 N. Avenue C  
Washington, Iowa 52353

13. **General Provisions.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. The Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Owner and the City. Paragraphs and headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

14. **Real Estate Agent or Broker.** Both parties acknowledge and agree that neither party to this Agreement is using the services of a real estate agent or broker.

15. **Inspection/Testing.** During the term of this Agreement, the City may enter the premises for testing, surveying, inspection and will indemnify Owner for said entry. City agrees to give the Owner at least 24 hours notice before entering the Property.

16. **No condemnation.** The City hereby expressly agrees that it will not use its power of eminent domain to acquire this Property should voluntary negotiations fail to come to an agreement.

17. **City Council approval required.** Both parties acknowledge that this Agreement is not binding upon the City without first having been approved by the Washington City Council as required by law.

18. **Salvage rights.** The Owner shall have the right to salvage any of the items from the house prior to closing. Any items remaining as of the date of closing shall become the property of the City. Further, Owner expressly agrees that any debris or personal property of the Owner shall be removed prior to closing and that if not removed, the City will charge the Owner for the removal of said debris and items of personal property.

OFFER dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY:

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

OFFER ACCEPTED on this \_\_\_\_ day of \_\_\_\_\_, 2020.

**OWNER:**

\_\_\_\_\_  
James Shepard

SSN: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE OF WASHINGTON, IOWA, BY  
AMENDING CHAPTER 41.14 (FIREWORKS)**

**WHEREAS**, the General Assembly of the State of Iowa has taken measures to allow the sale and use of consumer fireworks in the State of Iowa during specific timeframes and pursuant to applicable state licensure; and

**WHEREAS**, the legislation provides for city councils, by ordinance, to prohibit or limit the use of consumer fireworks within their jurisdiction, if determined a public safety risk or a nuisance to neighbors; and

**WHEREAS**, the Council has determined that the discharging of consumer fireworks under the law is a public safety risk and a nuisance to neighbors.

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

**SECTION 1. REPEAL SECTIONS.** Chapter 41.14(3A) through (3I) related to Fireworks- Discharging General Requirements are hereby repealed.

**SECTION 2. ADOPT NEW SECTION & RENUMBER.** A new Chapter 41.14(3A) is adopted as follows, and all subsequent items are renumbered:

“3A. The use or explosion of consumer fireworks within the City is hereby prohibited.”

**SECTION 3. REPEALER.** All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

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

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jaron P. Rosien, 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 \_\_\_\_\_, 2020.

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

**41.14 FIREWORKS.** The sale, use, or exploding of fireworks within the City is subject to the following:  
(Code of Iowa, Sec. 727.2)

1. Definitions. For purposes of this section, definitions are as set out in Section 727.2 of the *Code of Iowa*, which definitions are incorporated herein by reference.

2. Sale of Fireworks.

A. General Requirements. Prior to any person engaging in the sale of consumer fireworks, the following shall be provided to the Fire Chief:

(1) License. Proof of valid license issued from the State Fire Marshal.

(2) Liability Insurance. Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount of \$2,000,000.00.

(3) Fire Inspection. Any property, building, or premises, whether permanent or temporary, intended for the sale of consumer fireworks shall have an initial fire inspection completed by the Fire Chief prior to engaging in the sale of consumer fireworks. The Fire Chief shall cause an annual inspection to occur meeting the requirements of the current National Fire Protection Code 1124 and fire code adopted by the City of Washington. Inspection costs shall be assessed as follows:

a. Permanent structure where fireworks are sold - annual inspection fee of \$100.00.

b. Temporary or non-brick or mortar building where fireworks are sold - annual inspection fee of \$200.00.

B. Dates of Sale. Consumer fireworks sales shall only be conducted in accordance with dates and times designated by Section 727.2 of the *Code of Iowa*. It is unlawful to sell consumer fireworks without meeting the requirements specified in this section or to sell fireworks outside of the dates specified.

(1) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.

(2) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 and July 8.

C. Safety Requirements. The following safety requirements shall be adopted for all locations where consumer fireworks are sold:

(1) Not more than 100 pounds of total aggregate weight of DOT 1.4 class-consumer fireworks shall be located inside a commercial business with other mercantile products for sale.

(2) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located inside a building where fireworks are the primary business.

(3) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located in a temporary structure used primarily for fireworks sales.

(4) Consumer fireworks sales shall only be permitted in a single story at grade building or structure to facilitate easy exiting during an emergency.

(5) Locations shall have a minimum of two fire extinguishers: one being a two and one-half gallon pressurized water fire extinguisher having a UL rating of 2A and one being a 10-pound ABC dry chemical fire extinguisher, having a minimum UL listing of 4A, 60B, C mounted and inspected in accordance with NFPA 10. Additional fire extinguishers shall be placed in locations to prevent travel distance exceeding 50 feet in order to reach a fire extinguisher.

(6) No more than one "conex" container or approved explosive magazine shall be located on site for short-term storage of extra product. All containers shall be properly placarded and equipped with tamper proof locking devices. It is permitted to place containers in a security fenced area.

(7) Individual consumer fireworks devices or opened consumer fireworks packages shall not be permitted to be displayed. No open fuses shall be exposed during storage inside a sales location.

(8) Consumer fireworks sales shall only be allowed in areas zoned for commercial use.

(9) Any person engaged in consumer firework sales in any other zone other than commercial zoned areas shall not be approved for sales within the City limits.

### 3. Fireworks – Discharging General Requirements.

A. No person under the age of 18 shall discharge a DOT 1.4 class consumer firework without parental supervision.

B. A person shall only discharge a consumer fireworks device on real property owned by such person or on property where consent has been given. Novelties, including snakes, sparklers, or caps, may be discharged on a public place so long as all trash, wrappers, and wires are properly disposed of.

C. Consumer fireworks shall not be discharged by persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotic.

D. Any person discharging a consumer fireworks device assumes all responsibility for its operation and tire consequences thereof. No person shall discharge a consumer fireworks device in a reckless manner or manner likely to cause death, injury, fire, or property damage.

*Deleted* E. No person shall discharge a consumer fireworks device outside the following dates and hours:

(1) July 3 during the hours of 9:00 a.m. until 10:00 p.m.

(2) July 4 during the hours of 9:00 a.m. until 11:00 p.m.

(3) December 31 during the hours of 9:00 a.m. until 12:30 a.m. on January 1.

F. It is unlawful to alter, remove, or discharge components of a consumer fireworks device from its intended method of discharging.

G. Sky lantern open flame devices are not permitted to be released within the City limits, except if tethered by a retrievable rope so long as the person discharging has control over the sky lantern.

H. Use of Mines and Shell Devices, American Pyrotechnics Association (APA) Standard 87-1, Section 3.1.2.5, is hereby prohibited.

I. Use of Aerial Shell Kit, Reloadable Tube, APA Standard 87-1, Section 3.1.2.6, is hereby prohibited.

J. The City may, upon application in writing, grant a permit for the display of display fireworks on public property by a City agency, fair associations, amusement parks, and other organizations or groups of individuals approved by City authorities when such display fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:

(1) Personal Injury: \$250,000.00 per person.

(2) Property Damage: \$50,000.00.

(3) Total Exposure: \$1,000,000.00.

4. **Violations.** All violations of any provisions of this chapter are hereby declared simple misdemeanors and/or municipal infractions. Violations may be prosecuted as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the Fire Chief or Police Chief. Fines shall be set by resolution of the City Council. Violations of this chapter shall be reported to the State Fire Marshal.

5. **Exceptions.** This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theater, or for signal purposes in athletic sports or by railroads or tracks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.