



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, OCTOBER 6, 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 or 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, October 6, 2020 to be approved as proposed or amended.

Consent:

1. Council Minutes September 15, 2020
2. TEAM Services, City Hall/Police Project, \$1,619.54
3. TEAM Services, N. 4th Avenue Improvements, \$5,352.78
4. Garden & Assoc., General Engineering, \$241.00
5. Garden & Assoc., N. Ave. D Sidewalk Investigation, \$2,387.40
6. Garden & Assoc., S. Ave. E Reconstruction, \$3,148.38
7. Garden & Assoc., Water Main Extension - Construction Permit, \$1,450.00
8. Garden & Assoc., Whitesell Survey & Subdivision, \$695.75
9. Garden & Assoc., Buchanan Street Paving Project, \$565.75
10. Electric Pump, Pump Inspection at Water Treatment Plant, \$1,353.20
11. Kevin Olson, Professional Fees (August & September), \$1,874.44
12. Bolton & Menk, Taxilane for Fuel Facility, \$3,510.00
13. Cornerstone Excavating, N. 4th Ave. Improvements, Pay App #4, \$213,967.63
14. Main Street Washington, 205 W. Main Street, Class B Native Wine Permit (WBN) (**new**)
15. Columbus Club, 606 W. Third Street, Class C Liquor License (LC) (Commercial) Outdoor

Service (new)
16. Department Reports

Consent – Other:

1. Garden & Assoc., Wellness Park Construction and Staking, Wellness Park Completion, \$4,869.20
2. TEAM Services, Wellness Park Ball Fields and Roadway, \$638.69

Claims & Financial Reports:

Claims for October 6, 2020

SPECIAL PRESENTATION

- Mayoral Proclamation “Domestic Violence Awareness Month”
- 2020 Aquatic Center Operations Report & Consideration of Reimbursement Request
- Nuisance Abatement Update.
- Repurpose - Choctober Event – Close parking in front of store for Kettle Corn Seller.
- Bags Tournament Request – in front of 207 W. Main Street.

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

PUBLIC HEARING

- Development Agreement with Enos Yoder 314 North Avenue C Redevelopment.
- Discussion and Consideration of a Resolution Approving Development Agreement with Enos Yoder for 314 North Avenue C Redevelopment.

NEW BUSINESS

1. Discussion and Consideration of 28E Agreement with the Iowa Alcoholic Beverages Division for FY2021 Tobacco Compliance Program.
2. Discussion and Consideration of FY2020 City of Washington Annual Financial Report.
3. Discussion & Consideration of Purchase of Parks Tractor & Batwing Mower
4. Discussion and Consideration of Fall Land Application of Bio-Solids.
5. Discussion & Consideration of Change Order #4, SE Basin I&I Reduction Project
6. Discussion & Consideration of a Resolution Accepting Public Improvements & Approving Pay Applications 11 & 12, SE Basin I&I Reduction Project
7. Discussion and Consideration of Seeking Bids for 534 S. Marion Avenue.
8. Discussion and Consideration of Change Order #2, Wellness Park Ball Fields & Roadway Project.
9. Discussion and Consideration of a Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund.
10. Discussion and Consideration of a Resolution Accepting Public Improvements and

Authorizing Final Payment for 2020 Sealcoat Program.

11. Discussion and Consideration of a Resolution Approving and Authorizing a Form of Loan and Disbursement Agreement by and between the City of Washington, Iowa, and the Iowa Finance Authority and Authorizing and Providing for the Issuance and Securing the Payment of \$219,000 Water Revenue Capital Loan Notes, Series 2020, of the City of Washington, Iowa, under the Provisions of the Code of Iowa, and Providing for a Method of Payment of Said Notes, and Approving Form of Tax Exemption Certificate.
12. Discussion and Consideration of the First Reading of an Ordinance Amending Chapters 15 and 17 – Mayor and Council Compensation.
13. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 65 – Special Stops Required (North Avenue D Westbound at West 7th Street)
14. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 69.08 – No Parking Zones (South Avenue C from Madison to Tyler)
15. Discussion and Consideration of Third Reading of an Ordinance Amending Chapters 18 & 21 (City Clerk/Development Services Director).

WORKSHOP

- Discussion on Airport Commission – Residency.
- Discussion on Vacant By-Choice Properties.

Closed Session

Closed Session Under Iowa Code 21.5(1j) Property Acquisition.

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 09-15-2020

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, September 15, 2020 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Absent: Gault.

Motion by Stigers, seconded by Pettit-Majewski, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, September 15, 2020 be approved as proposed. Motion carried.

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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.

Consent:

1. Council Minutes September 1, 2020
2. IA Municipalities Workers Compensation Assoc., Installment #3, \$6,699.00
3. Pickens, Barnes, & Abernathy, Northway Well & Pump Lawsuit, \$2,155.00
4. Fox Engineering, N. 4th Ave. Street and Utility Improvements, \$13,260.00
5. Fox Engineering, Wastewater Treatment Plant, \$465.25
6. Fox Engineering, Water Distribution System Study, \$6,230.40
7. ECICOG, CDBG Housing Rehabilitation Grant Application, \$3,000.00
8. Farnsworth Group, Washington City Hall/Police Station Project, \$3,650.21
9. Department Reports

Consent – Other:

1. Bushong Construction, City Hall/Police Station Project, Pay App #11, \$151,258.61
2. DeLong Construction, South Avenue E Reconstruction, Pay App #2, \$101,123.37
3. DeLong Construction, Wellness Park Ballfields and Roadway, Pay App #5, \$399,857.21

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

Motion by Pettit-Majewski, seconded by Youngquist, to approve the consent-other agenda items. Motion carried. DeLong abstained with conflict.

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

Finance Director Kelsey Brown gave the August Financial Reports.

Motion by DeLong, seconded by Youngquist, to accept the August Financial Reports. Motion carried.

Haleigh Brockman representing Washington For Justice read a statement regarding their petition.

Vani Tschantz, one of the signers of the Washington For Justice petition, spoke about her experiences with racism.

Motion by Pettit-Majewski, seconded by Youngquist, to approve the request for the Shop Hop Event on Saturday, September 19, 2020. Motion carried.

Mayor Rosien announced that now is the time for the public hearing for the Voluntary Annexation of Certain Properties (Bell Land).

No written or oral objections were received.

Motion by Youngquist, seconded by Moore, to close the public hearing. Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: Gault absent. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Resolution Approving Voluntary Annexation of Certain Properties (Bell Land). Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: Gault absent. Motion carried. **(Resolution No. 2020-092)**

Quote received for 10' Additional Stack on Water Treatment Plant:

Evans Welding, LLC	\$9,721.07
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Quote received for Chlorination of Well #6:

Peerless Well & Pump	\$3,480.00
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Motion by Youngquist, seconded by Pettit-Majewski, to approve trying the chlorination shock treatment of Well #6 by Peerless and approving the additional stack installation by Evans Welding if the chlorination does not work. Motion carried.

Bids received for the concrete work for 4' footing/wall and floor for Jones garage to be moved to Elm Grove Cemetery:

Greg Bruty Construction	\$7,014.00
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Coleman Construction	\$7,120.00
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Motion by DeLong, seconded by Pettit-Majewski, to approve the bid from Greg Bruty Construction in the amount of \$7,014.00 for the 4' footing/wall and floor. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the Resolution Approving the 2020 Street Financial Report. Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: Gault absent. Motion carried. **(Resolution No. 2020-093)**

Motion by DeLong, seconded by Youngquist, to approve the Resolution Authorizing Fiscal Year End 2020 Transfers. Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: Gault absent. Motion carried. **(Resolution No. 2020-094)**

Motion by DeLong, seconded by Moore, to approve setting a public hearing for October 6, 2020 on a development agreement with Enos Yoder for 314 North Avenue C Redevelopment. Motion carried.

No action was taken on seeking bids for demolition of 314 and 320 N. Avenue C.

Motion by Pettit-Majewski, seconded by Stigers, to approve the advertising plan and position profile for City Clerk/Development Director position. Motion carried.

Motion by Youngquist, seconded by DeLong, to approve the First Reading of an Ordinance Amending Chapter 65-Special Stops Required at North Avenue D Westbound at West 7th Street. Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: Gault absent. Motion carried.

Motion by Moore, seconded by Stigers, to approve the First Reading of an Ordinance Amending Chapter 69.08 – No Parking Zones on South Avenue C from Madison to Tyler. Restricted parking on one side during school hours. Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: Gault absent. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the Second Reading of an Ordinance Amending Chapters 18 & 21 (City Clerk/Development Services Director). Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: Gault absent. Motion carried.

Motion by Moore, seconded by Pettit-Majewski, to approve the Third Reading and Adopt the Ordinance Amending Chapter 41.14 (Fireworks). Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Youngquist. Nays: Stigers, Gault absent. Motion carried. **(Ordinance No. 1109)**

WORKSHOP

Discussion on elected officials' wages which have not been changed since 2003. Council consensus was to put the item on the October 6, 2020 agenda for first reading. Changes would not take effect until January 1, 2022.

Motion by Pettit-Majewski, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, September 15, 2020, is adjourned.

Illa Earnest, City Clerk

INVOICE



INVOICE NO: 1803753-0

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

INVOICE DATE: September 17, 2020

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 8/1/2020 through 8/31/2020
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	3.00	hour	Field Concrete Testing - Engineering Technician O-T	69.00	207.00
2	8.75	hour	Sample Pickup	46.00	402.50
3	4.50	hour	Field Testing of Concrete Paving/Site Concrete Testing	46.00	207.00
4	12.00	test	Concrete Cylinder Compressive Strength Tests, including Molds	14.00	168.00
5	648.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	635.04

Invoice Total: 1619.54

Amount Received: \$0.00

Amount Due: \$1,619.54

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

Total billed, through 9/17/2020: \$6,885.57

Project Summary Through September 17, 2020:

Project Budget: \$13,364.96
Project Total Billed: \$6,885.57
Project Amount Received: \$5,266.03
Project Budget Remaining: \$6,479.39

Pay by Credit Card

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

Name on Card : _____

Card Number : _____

Exp.Date (MM/YY) : _____ / _____

Printed: 9/17/2020 2:28 PM

INVOICE

INVOICE NO: 1803969-0

INVOICE DATE: September 29, 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 8/1/2020 through 8/31/2020

Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	0.75	hour	Services of Project Engineer - Analysis/Report	115.00	86.25
2	6.00	hour	Field Testing of Compacted Fill/Backfill/Trench Backfill	49.00	294.00
3	1.00	hour	Field Testing of Compacted Fill/Backfill - OT Rate	73.50	73.50
4	4.00	hour	Services of Senior Engineering Technician -- Pavement Coring	49.00	196.00
5	4.00	hour	Sample Pickup	49.00	196.00
6	4.50	hour	Field Observation of Subgrade Proofroll/Observation of Subgrade Stabilization	49.00	220.50
7	37.50	hour	Field Testing of Concrete Paving/Site Concrete Testing	49.00	1837.50
8	4.50	hour	Field Testing of Concrete Paving/Site Concrete Testing - OT	73.50	330.75
9	34.00	test	Concrete Cylinder Compressive Strength Tests, including Molds	15.00	510.00
10	2.00	test	Concrete Core 9-point Length Tests	16.00	32.00
11	1.00	test	Standard Proctor Test (ASTM D-698)	120.00	120.00
12	1486.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	1456.28

Invoice Total: 5352.78

Amount Received: \$0.00

Amount Due: \$5,352.78

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

Total billed, through 9/29/2020: \$8,665.46

Project Summary Through September 29, 2020:

Project Budget: \$14,047.98
Project Total Billed: \$8,665.46
Project Amount Received: \$3,312.68
Project Budget Remaining: \$5,382.52

Pay by Credit Card

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

Name on Card :

Card Number :

Exp.Date (MM/YY) : /



GARDEN & ASSOCIATES, LTD.

1701 3rd 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

September 22, 2020

Invoice No: 40402

Project 9020317 Washington - General Engineering.

Client ID# 20040

Professional Services for the Period: August 21, 2020 to September 17, 2020

Professional Services

	Hours	Rate	Amount	
Principal Engineer	.50	149.00	74.50	
Engineer #3	1.50	111.00	166.50	
Totals	2.00		241.00	
Total Professional Services				241.00
Total Project Invoice Amount				\$241.00

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JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA



GARDEN & ASSOCIATES, LTD.

1701 3rd 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

September 22, 2020
Invoice No: 40400

Project 9020141 Washington - North D Ave - Sidewalk Investigation.
Client ID# 20040

Professional Services for the Period: August 21, 2020 to September 17, 2020

Professional Services

	Hours	Rate	Amount
Principal Engineer	10.00	149.00	1,490.00
Technician #1	8.00	110.00	880.00
Totals	18.00		2,370.00
Total Professional Services			2,370.00

Unit Billing

Mileage	17.40
Total Units	17.40

Total Project Invoice Amount \$2,387.40

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ENGINEERS AND SURVEYORS
OSKALOOSA IOWA CRESTON IOWA



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Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

September 22, 2020

Invoice No: 40399

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

Professional Services for the Period: August 21, 2020 to September 17, 2020

Professional Services

	Hours	Rate	Amount
Principal Engineer	14.00	149.00	2,086.00
Surveyor 1	1.50	122.00	183.00
Technician #2	1.75	95.00	166.25
Technician #4	5.75	83.00	477.25
Technician #5	.50	73.00	36.50
Totals	23.50		2,949.00
Total Professional Services			2,949.00

Unit Billing

Mileage	64.38
GPS Survey Equipment	135.00
Total Units	199.38
Total Project Invoice Amount	\$3,148.38

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ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA



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Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

September 22, 2020

Invoice No: 40398

Project 4020305 Washington - Water Main Ext - Construction Permit
Client ID# 20040

Professional Services for the Period: August 21, 2020 to September 17, 2020

Professional Services

	Hours	Rate	Amount	
Principal Engineer	2.00	149.00	298.00	
Engineer #5	12.00	96.00	1,152.00	
Totals	14.00		1,450.00	
Total Professional Services				1,450.00
Total Project Invoice Amount				\$1,450.00

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1701 3rd 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

September 22, 2020
Invoice No: 40397

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

Professional Services for the Period: August 21, 2020 to September 17, 2020

Professional Services

	Hours	Rate	Amount
Principal Engineer	2.50	149.00	372.50
Technician #2	2.25	95.00	213.75
Technician #5	1.50	73.00	109.50
Totals	6.25		695.75
Total Professional Services			695.75
Total Project Invoice Amount			\$695.75

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Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

September 22, 2020

Invoice No: 40396

Project 5020201 Washington - Buchanan Street Paving Project.

Client ID# 20040

Professional Services for the Period: August 21, 2020 to September 17, 2020

Professional Services

	Hours	Rate	Amount
Principal Engineer	3.00	149.00	447.00
Technician #2	1.25	95.00	118.75
Totals	4.25		565.75
Total Professional Services			565.75
Total Project Invoice Amount			\$565.75

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ENGINEERS AND SURVEYORS

OSKALOOSA IOWA

CRESTON IOWA

INVOICE



4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0888901-IN

INVOICE DATE: 9/17/2020

ORDER NUMBER: 0138735

SHIPMENT DATE: 9/17/2020

SALESPERSON: JOHN LETO

CUSTOMER NO: 6536584

SOLD BY: JAR

SOLD TO:
CITY OF WASHINGTON
215 E WASHINGTON
WASHINGTON, IA 52353
United States

SHIP TO:
CITY OF WASHINGTON
215 E WASHINGTON
WASHINGTON, IA 52353
United States

CONFIRM TO:
KYLE 319-653-1531

REFERENCE:
8-21-20 SERVICE CALL

CUSTOMER P.O.: KYLE	FOB: ORIGIN	SHIP VIA: OUR TRK	Terms: Net 30 Days
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ITEM NO.	ORDERED	SHIPPED	BACK ORD		PRICE	UNIT	AMOUNT
8/24/20 - WENT TO THE WATER TREATMENT PLANT TO INSPECT A GOULDS PUMP THAT WAS VIBRATING ADJUSTED THE COUPLING TO REMEDY THE VIBRATION. TOLD THE CUSTOMER THAT IF THE VIBRATION CAME BACK AND GOT WORSE TO LET US KNOW AND WE WOULD PULL IT.							
/TCRL	4.00	4.00	0.00		130.00	HOUR	520.00
				TRAVEL-RYAN LOWMAN			
/TCAP	2.00	2.00	0.00		130.00	HOUR	260.00
				TRAVEL - ALDO PEREZ			
/MIAP	232.00	232.00	0.00		1.35	MILE	313.20
				MILEAGE - ALDO PEREZ			
/SCRL	1.00	1.00	0.00		130.00	HOUR	130.00
				SERVICE CALL-RYAN LOWMAN			
/SCAP	1.00	1.00	0.00		130.00	HOUR	130.00
				SERVICE CALL-ALDO PEREZ			

THANK YOU, JASON BARKER
jasonbarker@electricpump.com

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

A 1.5% LATE CHARGE WILL BE ADDED TO ACCOUNTS 30 DAYS AND OLDER.

Net Invoice:	1,353.20
Freight:	0.00
Sales Tax:	0.00
Invoice Total	1,353.20

CUSTOMER

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

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

October 1, 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 August and September, 2020

TOTAL HOURS	18.5 hours (reg)
TOTAL MILES	374 miles
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR AUGUST/SEPTEMBER, 2020	\$1,874.44



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)
 www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment



* 2 0 2 0 *



* 0 2 5 6 4 9 1 *



* T 5 1 . 1 1 7 6 7 8 *

City of Washington
 Washington Airport Commission
 Kevin Erpelding, Chairman
 215 East Washington
 Washington, IA 52353

August 31, 2020
 Project No: T51.117678
 Invoice No: 0256491
 Client Account: WASHINGT_CI_IA

Washington/Taxilane for Fuel Facility

Taxilane for Fuel Facility Construction Phase

Construction Services (002)

Professional Services

	Hours	Amount	
Design Engineer	15.50	1,580.00	
Project Engineer	8.50	1,105.00	
Project Manager	5.00	825.00	
Totals	29.00	3,510.00	
Total Labor			3,510.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	3,510.00	66,784.88	70,294.88	
Limit			71,900.00	
Remaining			1,605.12	
		Total this Task		\$3,510.00
		Total this Invoice		\$3,510.00

Contractor's Application for Payment No. 4

Unit Price Contract

Project:	N. 4th Ave. Improvements	From (Contractor):	Cornerstone Excavating Inc.	Application Date:	9/29/2020
To (Owner):	City of Washington	Owner's Project No.:	WAS020	Period From:	8/22/2020
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	7114-19A	Period To:	9/26/2020

Approved Change Order Summary:			1. ORIGINAL CONTRACT PRICE..... \$		1,552,705.20
No.	Date Approved	Additions	Deductions	2. Net change by Change Orders..... \$	355,690.80
1	6/19/2020	\$374,058.80	-\$18,368.00	3. Current Contract Price (Line 1 + 2)..... \$	1,908,396.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$	1,039,788.26
				5. RETAINAGE:	
			a. 5% X \$1,039,788.26 Work Completed..... \$	51,989.41	
			b. 5% X Stored Material..... \$		
			c. Less Total Retainage Released Early..... \$		
			d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$	51,989.41	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$	987,798.85	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$	773,831.22	
			8. AMOUNT DUE THIS APPLICATION..... \$	213,967.63	
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$	920,597.15	
		TOTALS	\$374,058.80		
		NET CHANGE BY CHANGE ORDERS	-\$18,368.00		
			\$355,690.80		

Contractor's Certification

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

By:

Date:

10/2/20

Payment of:

\$ 213,967.63

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

Is recommended by:



(Engineer)

10/2/2020

(Date)

Payment of:

\$

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

Is approved by:

(Owner)

(Date)

Endorsed by the Construction Specifications Institute.

Applicant License Application ()

Name of Applicant: Main Street Washington, Inc

Name of Business (DBA): Main Street Washington

Address of Premises: 205 W. Main Street

City Washington

County: Iowa

Zip: 52353

Business (319) 653-3918

Mailing 205 W. Main Street

City Washington

State IA

Zip: 52353

Contact Person

Name Sarah Grunewaldt

Phone: (319) 653-3918

Email

sarah@washingtoniowa.org

Classification Class B Native Wine Permit (WBN)

Term: 5 days

Effective Date: 10/15/2020

Expiration Date: 01/01/1900

Privileges: -

Class B Native Wine Permit (WBN)

Status of Business

BusinessType: Sole Proprietorship

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

Sarah Grunewaldt

First Name: Sarah

Last Name: Grunewaldt

City:

State: Iowa

Zip: 52353

Position: Executive Director

% of Ownership: 100.00%

U.S. Citizen: Yes

Sean Grunewaldt

First Name: Sean

Last Name: Grunewaldt

City:

State: Iowa

Zip: 52353

Position: Spouse

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Applicant License Application (LC0035929)

Name of Applicant: COLUMBUS CLUB OF

Name of Business (DBA): COLUMBUS CLUB OF WASHINGTON, IOWA

Address of Premises: 606 WEST THIRD

City Washington

County: Washington

Zip: 52353

Business (319) 653-5000

Mailing 606 WEST THIRD

City Washington

State IA

Zip: 52353

Contact Person

Name DAVE SCHANTZ

Phone: (319) 750-2451

Email

schantzdave@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 03/05/2020

Expiration Date: 03/04/2021

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

DAVE SCHANTZ

First Name: DAVE

Last Name: SCHANTZ

City: WASHINGTON

State: Iowa

Zip: 52353

Position: PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

DANIEL CONRAD

First Name: DANIEL

Last Name: CONRAD

City: WASHINGTON

State: Iowa

Zip: 52353

Position: BOARD MEMBER

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Specialty Risk of America

Policy Effective Date: 03/05/2020

Policy Expiration 03/05/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective 10/03/2020

Outdoor Service Expiration 10/04/2020

Temp Transfer Effective

Temp Transfer Expiration Date:



Search here



Knights of Columbus



KC hall
Washington, Iowa

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



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

*Park Board Members:
Keely Brower
Charles Halvorson
Gabriela Canchola
Genie Davis
Trent Stout
Open Seat*

*Parks Superintendent:
Nick Pacha*

August/Sept 2020 City Council Update – Parks Department

- Mowing, trimming and spraying of all park properties and areas under park duties
- Daily checking, monitoring and weekly cleaning of central park fountain
- Daily watering of flowers and weekly fertilizing of flowers
- Removed 12 dead bushes and installed new bushes at outdoor pool
- Weekly watering of nearly 100 newly planted trees and bushes during the severe dryness
- Hanging baskets and downtown flowers watered daily & fertilized weekly
- Attended weekly Department head meetings.
- August & Sept Park Board meeting
- SASSO meetings
- Wellness Park progress meetings
- Wellness Park operations meetings.
- Procuring truck and tractor and pull behind mower bids.
- Painting of New Dawn donor wall names
- Painting of pavilion structures.
- Removal of old YMCA cabinets to refurbish for new Wellness park concession stand.
- Improvements at dog park mowing outside of fence working on trail improvements.
- Meet with contractors and sales people for wellness park and owner supplied items
- A lot of man hours picking up glass at Wellness Park.

- Pool - Daily checks, adding chemicals at pool. Weekly vacuuming and backwashing of pool and fixing problems.
- Last day of pool was August 21. Pool winterization has begun.
- Fountain was shut down due to mechanical malfunction on Sept. 16.
- Working on Pool filter replacement and pool heater options.
- Fixing vandalism at Parks including, spray painting of signs, picnic tables damaged and play areas.
- Central Park bandstand railing- North & South sides repaired and painted.
- Installing concrete at soccer fields for drinking fountain and bench and port o potty wind and visual screen completed backfilled and seeded.
- Painted all restroom dividers at outdoor pool bathhouse locker rooms.
- Installed new concrete disc golf pad for hole #1
- Sprayed for broad leaf and weeds at Central Park, Madison park, Sunset Park, North Park.
- Restrooms at Central Park and Sunset still closed due to Covid-19

*Please note, this is a summary of work completed this month and does not include everything completed by the Department.

MAINTENANCE & CONSTRUCTION DEPT. REPORT

9-5-20/9-18-20

STREETS: Personnel worked on numerous alleys and added rock where needed. Personnel hauled numerous loads of rock and asphalt millings to the stockpile. Loads of asphalt chunks were hauled out of the spoil pile. The Street sweeper operated in its normal route.

WATER DISTRIBUTION: Personnel finished installing an 8 inch water main on West 7th St. This line had both tests come back negative and was put into service. One water tap was also connected to this new water main install. Personnel disconnected an old water service from a CIP water main on North Ave D near West 7th St. Personnel shut the water main down for De Long's Construction and City staff to cap an 8 inch PVC water main no longer in service.

SEWER COLLECTION: Personnel assisted with Cornerstone Construction on the North 4th Ave project.

STORM SEWER COLLECTION: Personnel cleaned out a few intakes.

MECHANIC/SHOP: Personnel serviced PD 905 (Fan wiring), #311 (Weld headache rack & adjust clutch), WWTP (new crane install), PD 306, FD #4, 305 (rotate tires), WTP Explorer (rotate tires & install new power switch on strobe light), K-9 (rotate tires) and FD #3 (Replaced alternator).

OTHER: Personnel continued the yard waste route pick up. Personnel attended a SASSO meeting on Chains, Slings, Wire Rope & Fire Ext.

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

**WWTP report
October 6th , 2020
Council meeting**

- **After hour alarm and dog call outs –**
 - 9-13-2020 Dog call at 700 South 6th Ave. 12:15 p.m. Dalton
 - 9-15-2020 SBR high float alarm at the WWTP 11:05 p.m. Dalton and Jason
 - 9-20-2020 Dog call at 1010 N 2nd Ave. 3:49p.m. Dalton
 - 9-23-2020 dog call at 605 N Ave D 7:20 p.m.
 - 9-24-2020 WWTP alarm 2:30 a.m. Dalton
 - 9-25-2020 Dog call 821 N 4th Ave. 5:50 p.m. Dalton
 - 9-27-2020 Post SBR tank High level alarm 10:27 p.m. Parker
- **Dept Head meetings** – I attended the meetings Sept. 15th, 22nd, Parker on the 29th, Oct. 6th
- **UV Equipment**-Working well.
- **E-Coli testing**-3rd and final round for the year of E-Coil was completed in September.
- **Hydrogen Sulfide Gas Testing**-We removed 2 from service and sent in for calibration. We did keep one in service, because of high readings. I've forwarded some of this information to Fox Engineering and believe we will be scheduling a meeting with IRE.
- **Mowing**-Mowing has picked up at the WWTP and lift stations.
- **Lexington Lift Station**- I believe there is a transducer going bad, JetCo Inc. will be here on the 6th to test and replace.
- **All Lift stations**- Iowa pump works will be here on the 8th for annual pump inspection and maintenance.
- **2020 Bio-Solids Application**- Only one bid was returned and has been included for approval.

**Jason Whisler
10/2/2020 9:00 AM**

Washington Free Public Library

Regular Meeting Minutes- August 27, 2020

Zoom E-Meeting

Call to Order: The meeting was called to order by President Mike Kramme at 10:03 a.m. with Margi Jarrard, Mindy Graham, Rick Hofer, Harold Frakes, Carol Ray, Isabella Santoro and Bryna Walker, ex-Officio, in attendance.

Approval of Minutes: Ray moved to approve the minutes, seconded by Graham. The motion was approved.

Approval of Expenditures (Aug., 2020): Walker mentioned that purchases from Amazon have tapered off. DVD's have been purchased at Walmart. Heartland paid for the Meraki wifi. Jarrard moved to approve the expenditures, seconded by Hofer. The motion was approved.

Budget Report (July and August, 2020): **July:** Walker said that 95% had been spent and that 3.69% was put into the 2020 budget. Jarrard moved to accept the July budget, seconded by Santoro. The motion was approved. **August:** We are at 8.83%. Apollo was 130% and building maintenance was 12.41% over due to purchasing some supplies. Walker said that the revenue was under as the Brighton check went into the 2020 budget. The city has a contract with All American Pest Control of which the library is a part. Walker pointed out at \$15,000 gift from Maurice Ferrier that was used for the Baby Garden. A \$1000 grant from Walmart was used for Envisionware. Hofer moved to accept the August budget, seconded by Santoro. The motion was approved.

Old Business: a. Reopening Plan Changes for September- The hours for the month of September are Monday-Thursday 8:00 a.m.- 7:00 p.m., Friday 8:00 a.m.- 5:00 p.m. and Saturday 10:00 a.m.- 2:00 p.m. Fifteen people can be in at a time, including staff. Curbside will be Monday-Saturday. Express browsing will be 9:00 a.m., 11:00 a.m., 1:00 p.m. and 3:00 p.m. for thirty minutes. Six at a time will be allowed. Four can be at the computers and/or copiers. There is no seating. The Washington State Bank Conference Room will be available with a maximum of four people. Proctoring will be available. Walker will post the changes on Google and in the newspaper. Santoro moved to accept the reopening plan changes for September, seconded by Ray. The motion was approved.

b. Election of Officers: Carol Ray was elected President, Rick Hofer Vice-President and Margi Jarrard and Mindy Graham, Co-Secretaries. The motion was made by Hofer, seconded by Santoro and was approved.

New Business: a. Amendment to Circulation of Materials Policy DVD's, page 8- A change was made for DVD's from 5 to 14 days. Ray made the motion, seconded by Graham, and was approved.

b. Sink repair on 3rd floor Women's Restroom- Walker said that a new sink will cost \$649.00 plus \$20.00 shipping. There will no labor cost as the custodian will install it. Ray moved to approve the purchase, seconded by Jarrard. The motion was approved.

c. Approval of 50% cost of Baby Garden installation from Library Gift Fund- The total cost of the Baby Garden was \$9129.00. \$4564.00 will be taken from the Gift Fund. Hofer moved to approve, seconded by Ray. The motion was approved.

d. Approval of J9 Painting Quote for Teen Room out of Library Gift Fund- Graham moved to approve \$1209.64 for J9 Painting, seconded by Hofer. The motion was approved.

e. Approval of Furniture Quotes for Teen Room Furniture out of Library Gift Fund- Walker presented quotes of \$4592.00 from the Gift Fund and \$2296.00 for teen room furniture. Jarrard moved to accept the quotes, seconded by Ray. The motion was approved.

f. Approval of Face Painting by Brandi quote for décor on wall of Teen Room- Hofer moved to approve the quote for \$50.00, seconded by Jarrard. The motion was approved.

Announcements and Adjournment: a. Next meeting Thursday, September 24, 2020, at 10:00 a.m.

Walker announced that an outdoor speaker has been installed to transmit music and concerts outside. There was discussion about the Board meetings on Zoom. A physical spot should be set up for anyone who would like to view the meeting. The meeting was adjourned at 11:09 a.m.

Respectfully submitted: Margi Jarrard



GARDEN & ASSOCIATES, LTD.

1701 3rd 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

September 22, 2020
Invoice No: 40401

Project 9020226 Washington - Construction Administration and Staking, Wellness Park Completion.
Client ID# 20040

Professional Services for the Period: August 21, 2020 to September 17, 2020

Professional Services

	Hours	Rate	Amount	
Principal Engineer	4.00	149.00	596.00	
Surveyor 1	2.00	122.00	244.00	
Technician #2	22.00	95.00	2,090.00	
Technician #4	16.00	83.00	1,328.00	
Technician #5	.50	73.00	36.50	
Totals	44.50		4,294.50	
Total Professional Services				4,294.50

Unit Billing

Mileage	124.70	
Robot Total Station Equipment	450.00	
Total Units	574.70	574.70
Total Project Invoice Amount		\$4,869.20

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA

INVOICE

INVOICE NO: 1803900-0

INVOICE DATE: September 25, 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: **Wellness Park Ball Fields and Roadway**
Washington, IA
No: 9-2878

Services for period of 8/1/2020 through 8/31/2020

Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	2.50	hour	Sample Pickup	49.00	122.50
2	4.75	hour	Field Observation and Testing of Reinforced Steel/Cast-in-Place Concrete	49.00	232.75
3	4.00	test	Concrete Cylinder Compressive Strength Tests, including Molds	15.00	60.00
4	228.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	223.44

Invoice Total: 638.69

Amount Received: \$0.00

Amount Due: **\$638.69**

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

Total billed, through 9/25/2020: \$638.69

Project Summary Through September 25, 2020:

Project Budget: \$22,130.40
Project Total Billed: \$638.69
Project Amount Received: \$0.00
Project Budget Remaining: \$21,491.71

Pay by Credit Card

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

Name on Card :

Card Number :

Exp. Date (MM/YY) :

/

Printed: 9/25/2020 8:26 AM

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
OCTOBER 6, 2020**

POLICE	ACE-N-MORE	UNIFORM SUPPLIES	8.98
	ALLIANT ENERGY	ALLIANT ENERGY	599.15
	ARCHER APPLIANCE	OFFICE SUPPLIES	17.00
	BDH TECHNOLOGY LLC	COMPUTERS-NEW PD/IT CONTRACT	4,674.90
	BRUBAKER DOGGIE LODGE	K9 BOARDING	32.10
	CINTAS CORP LOC. 342	SCRAPER	22.09
	COBB OIL CO., INC.	FUEL	266.62
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	112.05
	HANSEN, LYLE	MEAL REIMBURSEMENT	11.84
	JOHN DEERE FINANCIAL	K9 DOG FOOD	44.99
	LPI FIRE	RUNNING BOARD BRACKETS	130.04
	MARCO, INC.	COPIER LEASE	327.91
	MOORE'S BP AMOCO, INC.	TOWING/STORAGE	470.00
	QUILL	OFFICE SUPPLIES	163.98
	SIRCHIE	SUPPLIES	50.55
	UPS	SHIPPING CHARGES	20.86
		TOTAL	6,953.06
FIRE	ARNOLD MOTOR SUPPLY	PARTS	179.66
	ACE-N-MORE	WEED EATER SUPPLIES	4.59
	ALLIANT ENERGY	ALLIANT ENERGY	1,348.08
	AMAZON CAPITAL SERVICES	AMERICAN FLAGS/FILE FOLDERS	150.66
	AMERICAN TEST CENTER, INC	FIRE TRUCK INSPECTION	1,175.00
	CINTAS CORP LOC. 342	TOWEL SERVICE	70.24
	COBB OIL CO., INC.	FUEL	48.00
	FELD FIRE	FIRE GEAR	2,522.80
	HEIMAN FIRE EQUIPMENT	NEW TANKER PART	1,683.80
	HIWAY SERVICE CENTER	PARTS	512.15
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	40.00
	JOHN DEERE FINANCIAL	SUPPLIES	72.95
	MIDWEST BREATHING AIR SYSTEMS	TESTING	726.37
	MORNING SUN FARM	MORNING SUN FARM	31.79
	O'REILLY AUTOMOTIVE INC	FILTERS/OIL	201.15
	RELIANT FIRE APPARATUS	BOLT	26.98
	SORRELL GLASS	CLEANING SUPPLIES	51.00
	TREASURER STATE OF IOWA	GALISNKI, S	127.98
		TOTAL	8,973.20
DEVELOPMENT SERV	ACE-N-MORE	THERMOMETER	4.99
	AMAZON CAPITAL SERVICES	LAMINATING POUCHES	13.10
	LPI FIRE	RUNNING BOARD BRACKETS	55.00
		TOTAL	73.09
LIBRARY	ABAIDO, GHADEER	LIBRARY PROGRAMMING	40.00
	AMAZON	LIBRARY MATERIALS	195.27
	CASEY, ISABELLA	WRITERS WORKSHOP	40.00
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	18.89
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	280.20
	CUSTOM IMPRESSIONS INC	PROGRAMMING-LAMINATING	59.50
	LIBRARY JOURNAL	SUBSCRIPTION	104.99
	MCMURRAY, IAN	WRITERS WORKSHOP	40.00
	NOON KIWANIS CLUB	DUES	9.00
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	148.50
	THE NEWS	SUBSCRIPTION RENEWAL	43.00
	TREASURER STATE OF IOWA	GARCIA-NUNEZ, N	35.10

	VISA	LIB MATERIAL, POSTAGE & TE	166.65
		TOTAL	1,181.10
PARKS			
	ACE-N-MORE	SUPPLIES	241.17
	ALLIANT ENERGY	ALLIANT ENERGY	783.28
	AMAZON CAPITAL SERVICES	BATTERY FOR ALARM	25.59
	ARNOLD MOTOR SUPPLY	PARTS	24.07
	JOHN DEERE FINANCIAL	OIL FILTERS	30.15
	STOUT COMPANIES	CHEMICALS	138.35
	TREASURER STATE OF IOWA	CRONE/HILDEBRAND/SANSEN	95.00
	VISA	WELLNESS PARK MEETING	14.73
	WAL-MART	OFFICE SUPPLIES AND PARTS	23.49
	WASHINGTON LUMBER	SUPPLIES	144.72
	WASHINGTON RENTAL	LAWN AERATOR/SHARPENING	134.32
	WEMIGA WASTE INC.	DISPOSAL	13.00
		TOTAL	1,667.87
POOL			
	ACE-N-MORE	POOL PAINT/SUPPLIES	438.78
	STATE HYGIENIC LAB	TESTING	13.50
		TOTAL	452.28
CEMETERY			
	ALLIANT ENERGY	ALLIANT ENERGY	140.18
	ATCO INTERNATIONAL	DISINFECTANT WIPES	140.90
	JOHN DEERE FINANCIAL	HERBICIDE	179.96
	VISA	HERBICIDE, MOLE KILLER, DR	1,254.88
		TOTAL	1,715.92
FINANCIAL ADMIN			
	ALLIANT ENERGY	ALLIANT ENERGY	1,048.51
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	75.42
	BAKER PAPER & SUPPLY	COPY PAPER & DISINFECT. W	156.77
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	62.00
	CINTAS CORP LOC. 342	RUG SERVICE	39.77
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	223.85
	GOOGLE LLC	MONTHLY SERVICE	372.60
	IGRAPHIX, INC	NEWSLETTERS/POSTAGE	2,316.93
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	260.00
	IOWA RADIO PLUS	ADVERTISING-BACK TO SCHOOL	8.00
	KCII	ADVERTISING	75.80
	POSTMASTER	ANNUAL 1ST CLASS PRESORT F	240.00
	PURCHASE POWER	POSTAGE AND SUPPLIES	736.26
	QUILL	OFFICE SUPPLIES	403.13
	RUNNING ROBOTS	MONTHLY HOSTING AND MAINT	498.00
	VISA	ZOOM/PLANTERS/FERTILIZER/REG	856.45
	WASH COUNTY MINIBUS	DEC 2019 LOST PMT/OCT 2020	39,551.06
		TOTAL	47,079.53
AIRPORT			
	ALLIANT ENERGY	SERVICE	667.23
	CLOUDBURST 9	INTERNET	72.09
		TOTAL	739.32
ROAD USE			
	ACE-N-MORE	SUPPLIES	2.79
	ARNOLD MOTOR SUPPLY	PARTS	95.17
	COBB OIL CO., INC.	FUEL	65.09
	L L PELLING CO	PAVEMENT MARKINGS	3,208.80
	WASH CO EXTENSION OFFICE	AQUATIC-FOREST & ORN TURFG	70.00

		TOTAL	3,441.85
STREET LIGHTING	ALLIANT ENERGY FRANZEN, DENNIS MARIE ELECTRIC INC. TRAFFIC & TRANSPORATION	ALLIANT ENERGY 4-WAY FLASHER REPAIR BULB BATTERY BACKUP UNIT TOTAL	345.71 199.92 57.46 2,400.00 3,003.09
HOUSING REHAB	WASH CO RECORDER	RECORDING FEE TOTAL	17.00 17.00
CAPITAL PROJECTS	CANADIAN PACIFIC RAILROAD PRO-VISION QUAD CITY WINWATER	GRADE CROSSING EXT - N 4TH INTERVIEW ROOM CAMERA FRAME AND GRATE/HYDRANT EXT TOTAL	19,085.36 1,144.42 938.64 21,168.42
TREE COMMITTEE	MCCONNELL, MARDE WMPF GROUP LLC	REIMBURSEMENT FOR TREES TREE COMMITTEE ADVERTISING TOTAL	454.00 114.36 568.36
LIBRARY GIFT	TREASURER STATE OF IOWA VISA	MC CLELLEN, M LIB MATERIAL, POSTAGE & TE TOTAL	125.00 45.00 170.00
WATER PLANT	ACE-N-MORE ALLIANT ENERGY FRANK MILLARD & CO ION ENVIRONMENTAL SOLUTIONS JENNINGS, ELAINE POSTMASTER STATE HYGIENIC LAB STREFF, ROSE TREASURER OF STATE WAL-MART WATER SOLUTIONS UNLIMITED	SUPPLIES ALLIANT ENERGY BACK FLOW PREVENTERS LAB SERVICES SEPT MILEAGE REIMB BULK MAILING WATER BILLS TESTING MILEAGE REIMBURSEMENT WATER DEPOSIT REFUNDS OFFICE SUPPLIES AND PARTS CHEMICALS TOTAL	115.94 650.97 750.00 104.00 16.68 808.54 299.00 5.18 149.94 49.20 6,327.90 9,277.35
WATER DISTRIBUTION	ACE-N-MORE WAL-MART	SUPPLIES/SMALL EQUIPMENT OFFICE SUPPLIES AND PARTS TOTAL	301.99 83.89 385.88
SEWER PLANT	ALLIANT ENERGY AMAZON CAPITAL SERVICES EVANS WELDING LLC IGRAPHIX, INC JOHN DEERE FINANCIAL O'REILLY AUTOMOTIVE INC STATE HYGIENIC LAB TESTAMERICA LABORATORIES INC TIFCO INDUSTRIES VISA WASHINGTON RENTAL	ALLIANT ENERGY TOOL BOX DOG BOX MODIFICATION SHIPPING PAINT/SUPPLIES/TOOLS WIPER BLADES DMRQA-STUDY SAMPLES TESTING SHOP TOOLS ONLINE CLASS, MATERIAL, MT PART FOR WEED EATER TOTAL	13,288.50 249.96 101.30 17.00 192.22 27.72 74.00 2,503.46 72.73 467.42 39.99 17,034.30

SEWER COLLECTION	ACE-N-MORE	SUPPLIES	11.18
	ARNOLD MOTOR SUPPLY	PARTS	128.30
	QUAD CITY WINWATER	FRAME AND GRATE	650.00
		TOTAL	789.48
SEWER CAPITAL PROJ	MUNICIPAL PIPE TOOL CO	PAY APP#11-SE BASIN I & I	665.00
		TOTAL	665.00
SANITIATION	JOHNSON COUNTY REFUSE INC	CITY- RECYCLING AND REFUSE	500.00
	WASH CO HUMANE SOCIETY	SEPTEMBER 2020 COLLECTION	342.96
		TOTAL	842.96
		TOTAL	126,199.06

CITY OF WASHINGTON, IA
VISA Card Charges

CLAIMS REPORT 10/6/2020

FIRE/EMS

FIN ADMIN
INTERNATION
ZOOM
WALMART
VRSN DOTGOVREGISTRATION

ICMA ONLINE CONFERENCE - BRENT
ONLINE CONFENCING
FLOWERS FOR PLANTERS/FERTILIZER
.GOV DOMAIN REGISTRATION

199.00
54.99
202.46
400.00

POLICE

LIBRARY/LIBRARY GIFT
ENDICIA
WALMART
WALMART
GOOGLE GSUITE
TECHSOUP
ZOOM
WALMART

POSTAGE
LIBRARY MATERIALS
LIBRARY MATERIALS
EMAIL SUBSCRIPTION
HOTSPOTS
ONLINE CONFENCING
CREDIT VOUCHER

10.65
26.53
51.65
38.52
45.00
58.84
(19.54)

WATER PLANT

CEMETERY
ACMETOOLS.COM
DOMYTOWN.COM
DOMYTOWN.COM

HAMMER DRILL
MOLE KILLER
HERBICIDE

299.00
133.92
821.96

SEWER PLANT

WALMART
WEL MAIN
IOWA WATER ENVIRONMENT
DETECTION INSTRUMENTS

OFFICE SUPPLIES
PERACETIC ACID BOOK
ONLINE CEUS
H2S METER CALIBRATION

174.04
115.00
60.00
118.38

PARKS
CASEYS

WELLNESS PARK MEETING/GLASS PICK UP -DRINKS/DONUTS

14.73

ROAD USE

DEVELOP SERVICES

Grand Total

2,790.40

COPY

*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*

Memorandum

September 21, 2020

To: Mayor and City Council

Cc: Illa Earnest, City Clerk; Nick Pacha, Park Superintendent

From: Brent Hinson
City Administrator

Re: 2020 Aquatic Center Operations Report

As the Council is aware, working with the Y, we chose to open the aquatic center this year in difficult conditions due to the pandemic. While I believe we made the right decision in going the extra mile to offer the service, we will now have the matter of the season financial impact to deal with. We plan to bring this to the October 6 meeting for discussion, but I thought I would provide you with the information well in advance to ensure that we have the opportunity to get any questions addressed.

Lesson revenue for the season was fairly stable compared to past years. However, pass revenue was about a third of the usual level and there was no concessions revenue due to the decision for health & safety reasons to not offer concessions. We had set a maximum level of 100 users at the facility at a time, and rarely bumped up against this number, where in comparison several hundred patrons could be expected on a nice "normal" day prior to this year.

The total loss for the season was \$23,263.60, which the Y has requested the City cover. I do think this is an understandable request. Working as a team, we did the best we could to plan for the continuation of the service, understanding there could be some financial impact. Thankfully, we have a ready way to pay for this, through the CARES Act COVID relief funds from the State of Iowa. This type of revenue loss is exactly what those funds are meant to address.

Please see attached for detail from Amy Schulte, including the season budget. Please let me know any questions you may have. Thanks.

"One of the 100 Best Small Towns in America"

Brent Hinson

From: aschulte@washingtonty.org
Sent: Thursday, September 10, 2020 3:20 PM
To: 'Brent Hinson'; 'Jaron Rosien'
Subject: final report on outdoor pool
Attachments: WSFAC Outdoor Pool 2020.docx; Outdoor pool financials 2020.xlsx

Brent & Jaron

We have finally paid the last payroll that included August 16-21st to our lifeguards so I have the final numbers for the outdoor pool this past summer. I have attached the financial report that shows not only this year but the previous 2 seasons as well for your reference. In addition, I have included data on the usage numbers for this season and last year along with the swim lesson numbers. The only bright spot on the reports was that the lessons were very successful and were about on budget which helped us early on in the season. Unfortunately, as you can see the daily admissions were no where near enough to cover even the payroll for the operations of the pool. We were able to have very little supplies expense since we hold over any left overs from the previous year and we also did not have to order nearly as much since the concession stand did not open. As in the past the items that make up the employee expense for 2020 are the cost of the life guard certifications, background check costs, swim suits/trunks, and shirts for our staff.

I will be asking the city to reimburse the YMCA for this loss as we pursued this venture together for the benefit of the community and I cannot ask our membership base or donors to subsidize this program loss. If you would like to meet about this to discuss the best approach for presenting this request to the council please let me know and we can set up a time to work through this.

Amy Schulte

CEO
YMCA OF WASHINGTON COUNTY
520 W 5th St. PO Box 887, Washington, IA 52353
(P) 319 653 2141 (F) 319 653 2142 (M) 319 461 3148
(E) aschulte@washingtonty.org (W) www.washingtonty.org
(O) Facebook

The Y: We're for youth development, healthy living and social responsibility.



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

**Washington Steele Family Aquatics Center Summer 2020
June 26, 2020 to August 21, 2020**

Season Attendance Breakdown

Dates	Attendance	
June 26 - 30	389	
July 1 - 31	2,753	
August 1-21	<u>1,334</u>	
Summer total	4,476	
2019 Day Passes	8,085	
2019 Season Pass Scans	<u>4,788</u>	
2019 Total	12,873	usage dropped by 65% Revenue was down by 69%

Swim Lesson Breakdown

	2018	2019	2020
Group lessons	126	158	148
Private lessons	54	33	35

We missed an entire session of group lessons for 2020 late in the season due to a lack of staff availability.

No private pool parties at the outdoor pool this summer, we only had a couple of requests

Daily lap swim was still very well attended

We did not close early other than storm closures

All gift certificates for season passes will be honored in the 2021 pool season

YMCA of WASHINGTON COUNTY IOWA
121 E Main Street Washington, Iowa 52353
Phone: 319-653-2141 Fax: 319-653-2142 www.washingtony.org

Statement Of Activities Report

Washington Community YMCA

Fund: All
 Branch: Washington 01
 Department: Outdoor Pool 10
 Major Account: All

Account Number	Account Name	2020 Actual	2020 Budget	2019	2018
Revenue					
01-01-10-1100	Contributions	2,000.00	2,000.00	6,800.00	6,800.00
01-01-10-1401	Lessons/classes	11,654.00	12,000.00	11,990.00	12,590.00
01-01-10-1442	Outdoor Pool Admissions	17,519.00	54,000.00	56,465.31	55,728.64
01-01-10-1700	Outdoor Pool Concession Income	0.00	14,000.00	13,440.92	14,794.87
Total Unrestricted Revenue		31,173.00	82,000.00	88,696.23	89,913.51
Total Restricted Revenue		0.00	0.00	0.00	0.00
Total Revenue		31,173.00	82,000.00	88,696.23	89,913.51
Expenses					
01-01-10-2140	Aquatic Wages	49,563.89	58,230.00	51,938.73	50,135.49
01-01-10-2310	FICA	2,021.55	4,454.60	3,973.31	3,835.36
01-01-10-2540	Supplies Expense	295.84	1,000.00	2,546.22	1,287.36
01-01-10-2570	Merchandise for resale Concessions	0.00	8,000.00	7,798.62	7,724.07
01-01-10-2600	Telephone	0.00	560.43	698.04	736.64
01-01-10-2810	Licenses, permits & insurance	1,078.00	5,118.50	5,020.00	5,233.25
01-01-10-2900	Maintenance of equipment/chemicals	0.00	300.00	8,136.12	7,726.90
01-01-10-3100	Printing and promotions	0.00	350.00	214.00	371.08
01-01-10-3400	Employee Expense	1,477.32	1,500.00	2,523.70	3,033.17
01-01-10-3700	Financing Costs	0.00	0.00	0.00	0.00
Total Unrestricted Expenses		54,436.60	79,513.53	82,848.74	80,083.32
Total Restricted Expenses		0.00	0.00	0.00	0.00
Total Expenses		54,436.60	79,513.53	82,848.74	80,083.32
Change in Net Assets		-23,263.60	2,486.47	5,847.49	9,830.19



Case Report

08/15/2020 - 09/30/2020

Case #	Case Date	Main Status	Type	Description	Actions Taken	Method of Warning	Parcel Address
20229	9/29/2020	Open	Code Enforcement	high grass		Hanger	620 S IOWA AVE
20228	9/29/2020	Open	Code Enforcement	couch on curb		Hanger	608 N IOWA AVE
20227	9/25/2020	Closed	Code Enforcement	couch on curb		Hanger	607 S 4TH AVE
20226	9/25/2020	Open	Code Enforcement	basketball hoop, tv garbage on ground		Letter	213 W MAIN ST
20225	9/25/2020	Open	Code Enforcement	boat travel trailer weeds in back by alley		Hanger	614 N D AVE
20224	9/25/2020	Closed	Code Enforcement	couch on curb		Hanger	615 S 4TH AVE
20223	9/24/2020	Closed	Code Enforcement	high grass		Hanger	608 N D AVE
20222	9/23/2020	Open	Code Enforcement	vehicles not licensed, weeds, junk		Hanger	319 S C AVE
20221	9/22/2020	Open	Code Enforcement	high grass indoor furniture		Hanger	1212 E 2ND ST
20220	9/22/2020	Abated	Code Enforcement	junk on curb		Hanger	912 S D AVE
20219	9/22/2020	Closed	Code Enforcement	high grass		Hanger	603 S 10TH AVE
20218	9/22/2020	Closed	Code Enforcement	high grass		Hanger	731 S 10TH AVE
20217	9/21/2020	Open	Code Enforcement	Commercial vehicles parked on VanBuren(renters Darron Hay)		Verbal Warning	732 PERDOCK CT
20216	9/17/2020	Open	Code Enforcement	garage& vehicles	took pictures	Letter	1005 N 5TH AVE
20215	9/17/2020	Closed	Code Enforcement	weeds		Hanger	1326 E 2ND ST
20214	9/17/2020	Open	Code	unlicensed vehicle		Hanger	421 S C AVE

			Enforcement	and appliance in yard			
20213	9/17/2020	Open	Code Enforcement	camper in back yard	called will be out of state for week	Hanger	622 S 2ND AVE
20212	9/17/2020	Closed	Code Enforcement	boats on grass		Hanger	617 S 7TH AVE
20211	9/16/2020	Closed	Code Enforcement	furniture on curb		Hanger	525 W 3RD ST
20210	9/16/2020	Closed	Code Enforcement	high grass vehicle on grass		Hanger	1030 N IOWA AVE
20209	9/16/2020	Closed	Code Enforcement	junk on curb		Hanger	1512 N 2ND AVE
20208	9/16/2020	Closed	Code Enforcement	high grass		Hanger	1505 N 2ND AVE
20207	9/16/2020	Closed	Code Enforcement	indoor furniture outside		Hanger	1603 N 2ND AVE
20206	9/15/2020	Closed	Code Enforcement	weeds, vehicle,in door furniture outside		Hanger	1104 E 2ND ST
20205	9/15/2020	Closed	Code Enforcement	chairs on curb		Hanger	1105 E 2ND ST
20204	9/15/2020	Open	Code Enforcement	meter reader weeds, vehicle	weeds gone keep checking	Hanger	316 S B AVE
20203	9/14/2020	Closed	Code Enforcement	garage falling down		Email	715 N IOWA AVE
20202	9/14/2020	Closed	Code Enforcement	weeds		Hanger	415 S 6TH AVE
20201	9/14/2020	Closed	Code Enforcement	weeds and vehicles		Hanger	428 S 6TH AVE
20200	9/14/2020	Open	Code Enforcement	boat in yard		Hanger	806 S 2ND AVE
20199	9/11/2020	Open	Code Enforcement	junk ,vehicles sidewalk	took pictures	Letter	1004 N 6TH AVE
20198	9/9/2020	Open	Code Enforcement	junk vehicle not licensed properly		Hanger	1009 E 2ND ST
20197	9/9/2020	Closed	Code Enforcement	weeds		Hanger	320 W 6TH ST
20196	9/9/2020	Open	Code Enforcement	weeds, old tire in yard		Hanger	623 N C AVE
20195	9/9/2020	Open	Code Enforcement	vehicle behind garage 2017		Hanger	404 E 7TH ST
20194	9/9/2020	Closed	Code Enforcement	weeds truck 2019license boat truck on grass		Hanger	1103 E 3RD ST

20193	9/8/2020	Closed	Code Enforcement	weeds vehicle on grass	2 door hangers	Hanger	714 N 4TH AVE
20192	9/8/2020		Code Enforcement			Hanger	
20191	9/8/2020	Closed	Code Enforcement	weeds reffridgerator, vehicle no plates on grass	left 3 door hangers	Hanger	102 N 7TH AVE
20190	9/3/2020	Open	Code Enforcement	weed, garage	took pictures	Letter	818 N 4TH AVE
20189	9/2/2020	Open	Code Enforcement	weeds fence	took pictures did a lot of work 9/26	Letter	1024 N 5TH AVE
20188	9/2/2020	Closed	Code Enforcement	ford truck outdated plates		Hanger	314 E JEFFERSON ST
20187	9/2/2020	Abated	Code Enforcement	tall grass		Hanger	717 E 2ND ST
20186	9/2/2020	Open	Code Enforcement	boats, campers, vehicles in back yard		Hanger	1015 N 6TH AVE
20185	9/2/2020	Closed	Code Enforcement	boat on grass		Hanger	1027 N 6TH AVE
20184	9/2/2020	Closed	Code Enforcement	dryer		Hanger	1620 N IOWA AVE
20183	9/1/2020	Abated	Code Enforcement			Letter	
20182	8/31/2020	Closed	Code Enforcement	2 couches@curb		Hanger	1020 N IOWA AVE
20181	8/28/2020	Open	Code Enforcement	junk vehicle garage	took pictures met with him	Letter	601 N 7TH AVE
20180	8/27/2020	Closed	Code Enforcement	electric stove,washer,dryer in yard		Hanger	902 N MARION AVE
20179	8/26/2020	Closed	Code Enforcement	weeds	on vacation will take care of next week	Phone Call	201 N IOWA AVE
20178	8/26/2020	Closed	Code Enforcement	weeds	talk to Elliott Realty	Verbal Warning	1123 E 4TH ST
20177	8/26/2020	Closed	Code Enforcement	weeds		Phone Call	123 E 2ND ST
20175	8/25/2020	Closed	Code Enforcement	Tall grass and weeds in alley	talked to office manager	Verbal Warning	206 S IOWA AVE
20174	8/24/2020	Open	Code Enforcement	weeds, junk vehicle, hot water heater	left 3 door hangers called been	Hanger	308 N C AVE

					helping disabled uncle in CR 319 591 1730		
20173	8/24/2020	Closed	Code Enforcement	Tall grass and weeds		Hanger	1501 HIGHLAND AVE
20172	8/24/2020	Closed	Code Enforcement	Tall grass and weeds in alley	called left message stopped in business 08/25 take care of this weekend	Phone Call	210 S IOWA AVE
20171	8/21/2020	Closed	Code Enforcement	Tall grass and weeds	contacted owner- will hire someone to get it done	Verbal Warning	208 S IOWA AVE
20169	8/20/2020	Closed	Code Enforcement	boat on grass		Hanger	422 S 3RD AVE
20167	8/19/2020	Closed	Code Enforcement	shrubs overgrown		Hanger	1027 E 2ND ST
20166	8/19/2020	Closed	Code Enforcement	weeds		Hanger	601 N 7TH AVE
20165	8/19/2020	Closed	Code Enforcement	refrigerator	email no reply called left message 319 461 3079 left hanger on renters door8/26	Phone Call	1037 N 2ND AVE
20164	8/18/2020	Open	Code Enforcement	weeds junk in backyard		Hanger	921 E 2ND ST
20163	8/18/2020	Open	Code Enforcement	overgrowth trees in alley		Hanger	743 E MAIN ST
20162	8/18/2020	Open	Code Enforcement	weeds	phone 319 541 8281	Hanger	403 E MADISON ST
20161	8/17/2020	Closed	Code Enforcement	Dumpster overflowing	Called Marks Sanitation to dump trash		213 W MAIN ST

*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*

Memorandum

October 1, 2020

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

From: Brent Hinson
City Administrator

Re: Demo of 314 & 320 North C; Construction of Duplexes

The proposed development agreement has been signed by Enos Yoder, and we are ready for a public hearing and then consideration of the agreement. As discussed last time, Yoder would demolish a house at 320 North C that we own, along with a house he owns next door at 314 North C. We would reimburse him up to \$7,500 for demolition expenses. He would then agree to build a duplex, meeting certain minimum requirements, on his property, along with a 24' strip we would transfer to him at the time of construction. Following construction of that duplex, he would have the option to purchase our lot for \$1 and build another duplex.

I believe this arrangement gives us the best chance of making a major improvement to the neighborhood, which is one of our most distressed areas. The City has very minor risk for the potential return to the neighborhood of 4 new housing units constructed over the next few years.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A
DEVELOPMENT AGREEMENT WITH ENOS R. YODER**

WHEREAS, Enos R. Yoder (the “Developer”) and the City have negotiated a Development Agreement whereby the City and Developer would work together to redevelop a City-owned property at 320 North C and a Developer-owned property at 314 North C for two duplexes; and

WHEREAS, the Developer agrees to demolish both of the existing fire-damaged homes and construct the new duplexes under the terms of the Agreement, with certain assurances and incentives from the City; and

WHEREAS, the City Council has heretofore determined that entering into the Development Agreement with the Developer is in the best interests of the citizens of the City.

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

Section 1. The City Council hereby approves the aforementioned Development Agreement, attached to this Resolution.

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

PASSED AND APPROVED this 6th day of October, 2020.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

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

DEVELOPMENT AGREEMENT

This Agreement is made this _____ day of _____, 2020, between the City of Washington, Iowa, 215 East Washington Street, Washington, Iowa, hereafter the “City”; and Enos R. Yoder, a single person, 2293 Johnson-Washington Road, Kalona, Iowa, hereafter “Yoder”.

WHEREAS, Yoder is the owner of that certain lot legally described as follows:

Lot 11, Block 2 of M.M. Young’s Addition to the City of Washington,
Washington County, Iowa, known locally as 314 North Avenue C (the
“Property at 314 North C”)

; and

Whereas, City is the owner of that certain lot adjacent to the Property at 314 North C,
legally described as follows:

Lot 7, Block 2 of M.M. Young’s Addition to the City of Washington,
Washington County, Iowa, known locally as 320 North Avenue C (the
“Property at 320 North C”)

WHEREAS, Yoder wishes to redevelop the Property at 314 North C for two-family duplex residential purposes (the “Project at 314 North C”); and have an option to redevelop the Property at 320 North C in a similar manner (the “Project at 320 North C”); and

WHEREAS, each property is located within the Washington Urban Revitalization Area;
and

WHEREAS, it is in the best interest of the City for each Property to be redeveloped.

NOW, THEREFORE, ON THE BASIS OF THE PRECEDING RECITALS, AND FOR THE MUTUAL CONSIDERATION OF ENTERING INTO THIS AGREEMENT, THE DEVELOPER AND CITY AGREE AS FOLLOWS:

A. City's Obligations.

1. City agrees to provide Yoder with access as needed to the Property at 320 North C and to cooperate with the demolition process. Upon completion of satisfactory documentation of demolition costs, City shall reimburse actual expenses including Yoder's labor up to Seven Thousand Five Hundred Dollars (\$7,500).
2. City agrees to arrange & pay for the plat of survey of 314 North C, 320 North C, and the east-west alley north of 320 North C, as shown in Exhibit A to this Agreement, with the goal of creating a 24' x 123.75' strip (the "24' strip") for transfer to Yoder upon performance of certain obligations as stated in this Agreement, reconstituting the Development Property as an approximately 90'(street frontage) x 123.75' (depth) lot.
3. City shall, upon appropriate application by Yoder, grant tax abatements to Yoder in accordance with the Washington Urban Revitalization Plan.
4. Upon Yoder's completion of the Project at 314 North C as agreed upon, the City establishes intent to grant Yoder an option to purchase 320 North C for \$1, in exchange for Yoder's agreement to construct two-family duplex housing on the property within eighteen (18) months of completion of the Project at 314 North C. Said option shall be adopted by separate agreement upon completion of the Project at 314 North C.
5. City will record the survey and deeds referenced above and will assume all recording costs.

B. Yoder's Obligations.

1. Yoder agrees to demolish the existing houses including removal of the existing foundations and disconnection of private utilities at the Property at 314 North C and the Property at 320 North C, at his sole expense, no later than December 31, 2020.

2. Yoder agrees to construct the Project at 314 North C within thirty (30) months of City Council approval of this Agreement. City shall transfer the above-referenced 24' strip within sixty (60) days of a valid building permit application, readiness to proceed, and affirmative statement by Yoder to meet all minimum standards specified in this Agreement. In addition to the adopted codes of the City of Washington, said minimum standards are as follows:

- a. Stick-built or approved modular construction
- b. Poured concrete foundation/slab
- c. 900 square feet of living area
- d. One-car attached garage
- e. Paved driveway at garage width from garage to property line

3. Within thirty (30) days of issuance of a Certificate of Occupancy by the City Building Official for the Project at 314 North C, Yoder shall notify the City of his desire to proceed with an option agreement for purchase the City property to construct the Project at 320 North C. If Yoder does not notify the City within this 30-day time period, Yoder's right to purchase the Property at 320 North C shall become null and void, and the City may contract to sell the property to a different party or propose to enter into a new agreement with Yoder, at its sole discretion.

4. If Yoder exercises said option, he shall complete construction on the Project at 320 North C within eighteen (18) months of the completion of the Project at 314 North C. The Project at 320 North C shall meet the same minimum standards as the Project at 314 North C, as described above. Yoder expressly agrees that the quit claim deed to convey the 320 North C Property to Yoder will contain a right of reverter in the City if Yoder fails to complete the Project at 320 North C within said 18-month time period.

5. Yoder will cause all Projects under this Agreement to be constructed on each Property in strict compliance with the all applicable laws, regulations and ordinances.

C. Administrative Provisions.

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding Agreement duly authorized by the governing body of each party.

2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa, and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

5. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6. That this Agreement may be executed in counterparts.

Dated this ____ day of _____, 2020.

(The rest of this page left intentionally blank.)

SIGNATURE PAGE FOR THE CITY OF WASHINGTON, IOWA

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jaron P. Rosien and Illa Earnest, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Washington, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Jaron P. Rosien and Illa Earnest acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

SIGNATURE PAGE OF DEVELOPER:

By: Enos R. Yoder
Enos R. Yoder, a single person

STATE OF IOWA, COUNTY OF WASHINGTON:

On this 1st day of October, 2020, this document was executed by Enos R. Yoder, a single person.

Linda Krotz
Notary Public



[illegible]

City/Yoder Agreement
300 Block N. Avenue C
Exhibit A

1ST ADD.

WASHINGTON TWP.

N.C. AVE

180 R

53.70

186.18

PAR O

-013

187.93

-014

123.5

Current Alley ROW

90.11

0.258 acres

91.67

Property at 320 North C

123.5

123.75

24' > Strip

73.2

90.11

Property at 314 North C

90.11

120.9

78.54

9

-004

109.56

115.5

3

12

-005

66

164

2

City/Yoder Agreement
300 Block N. Avenue C
Exhibit A

1ST ADD.

WASHINGTON TWP.

N.C. AVE

180 R

180.18

PAR O

-013

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123.5

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16.4

2

City/Yoder Agreement
300 Block N. Avenue C
Exhibit A

1ST ADD.

WASHINGTON TWP.

N.C. AVE

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180.18

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-014

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-004

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-005

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90.11

16.4

2

City/Yoder Agreement
300 Block N. Avenue C
Exhibit A

1ST ADD.

WASHINGTON TWP.

N.C. AVE

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180.18

PAR O

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-014

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16.4

2

City/Yoder Agreement
300 Block N. Avenue C
Exhibit A

1ST ADD.

WASHINGTON TWP.

180 R

N.C AVE

24' > Strip

Current Alley ROW

Property at 320 North C

Property at 314 North C

0.258 acres

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180.18

PAR O

-013

-014

164

2

-004

-005

73.2

66

62.55

53.70

187.93

City/Yoder Agreement
300 Block N. Avenue C
Exhibit A

1ST ADD.

WASHINGTON TWP.

180 R

N.C AVE

24' > Strip

Current Alley ROW

Property at 320 North C

Property at 314 North C

0.258 acres

123.5

123.75

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PAR O

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-014

164

2

-004

-005

73.2

66

62.55

53.70

187.93

City/Yoder Agreement
300 Block N. Avenue C
Exhibit A

1ST ADD.

WASHINGTON TWP.

N.C. AVE

180.18

PAR O

-013

-014

123.5

Current Alley ROW

0.258 acres

Property at 320 North C

90.11

91.67

123.5

123.75

24' > Strip

Property at 314 North C

90.11

120.9

78.54

9

-004

109.56

3

115.5

12

-005

73.2

66

164

2

City/Yoder Agreement
300 Block N. Avenue C
Exhibit A

1ST ADD.

WASHINGTON TWP.

N.C. AVE

180.18

PAR O

-013

-014

123.5

Current Alley ROW

0.258 acres

Property at 320 North C

90.11

91.67

123.5

123.75

24' > Strip

Property at 314 North C

90.11

120.9

78.54

9

-004

109.56

3

115.5

12

-005

73.2

66

164

2



Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

Rhonda Hill
Administrative Assistant

September 28, 2020

Lyle Hansen
Lieutenant

To: Mayor & City Council

Shamus Altenhofen
Lieutenant

Cc: Brent Hinson, City Administrator

Jason Chalupa
Sergeant

Ref.: 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

The Police Department has been invited to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY2021. The Department has participated in this program for several years. Last year, all but one of the Washington retailers checked were in compliance. The statewide compliance rate for FY2020 was 95%.

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

The agreement requires a compliance check at each of the tobacco, alternative nicotine and vapor product retailers between now and February 15, 2021. In addition, a repeat check of any business that fails the first compliance check must be completed prior to May 15, 2021. Clerks that fail compliance checks shall be ticketed.

Tanner Lavelly
Police Officer

Christopher Raymer
Police Officer

Ethan Hansen
Police Officer

The agreement includes a \$75 fee paid to the Department for each compliance check.

I am requesting Council approval to sign the 28E Agreement with the Iowa Alcoholic Beverages Division for the FY2021 tobacco compliance program.

Respectfully,

Jim Lester
Chief of Police

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2020 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Washington Police Department (The "Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Washington Police Department
215 E. Washington Street, Washington, Iowa 52353

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2021, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2020.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2021**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2020 business year, but not before October 1, 2020. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2020 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2021**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2021**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with

Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.5 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the

authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

- 5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2020** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 By the Department. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 Contact Person. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the

Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department:

Chief Jim Lester
Washington Police Department
215 E. Washington Street
Washington, Iowa 52353
Email: jlester@washingtoniowa.gov

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 Successors in Interest. All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 Record Retention and Access. The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Joshua Happe
Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

Washington PD

STATE OF IOWA	
2020	
FINANCIAL REPORT	16209200600000
FISCAL YEAR ENDED	CITY OF WASHINGTON
JUNE 30, 2020	PO Box 516
CITY OF WASHINGTON, IOWA	WASHINGTON IA 52353-0516
DUE: December 1, 2020	POPULATION: 7266

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	3,806,301		3,806,301	3,707,941
Less: Uncollected Property Taxes-Levy Year	0		0	
Net Current Property Taxes	3,806,301		3,806,301	3,707,941
Delinquent Property Taxes	0		0	0
TIF Revenues	313,217		313,217	309,473
Other City Taxes	1,007,534	0	1,007,534	989,074
Licenses and Permits	110,920	0	110,920	107,550
Use of Money and Property	198,849	17,021	215,870	223,008
Intergovernmental	1,148,453	598,254	1,746,707	3,081,187
Charges for Fees and Service	54,507	4,256,940	4,311,447	5,275,792
Special Assessments	17,807	650	18,457	63,000
Miscellaneous	1,392,821	315,099	1,707,920	773,845
Other Financing Sources	5,218,902	363,394	5,582,296	6,019,566
Transfers In	5,291,266	2,247,993	7,539,259	7,178,037
Total Revenues and Other Sources	18,560,577	7,799,351	26,359,928	27,728,473
Expenditures and Other Financing Uses				
Public Safety	2,169,493		2,169,493	1,845,836
Public Works	1,263,411		1,263,411	1,370,684
Health and Social Services	0		0	0
Culture and Recreation	940,765		940,765	1,007,414
Community and Economic Development	99,542		99,542	190,799
General Government	1,284,084		1,284,084	1,182,089
Debt Service	1,208,644		1,208,644	1,155,153
Capital Projects	5,342,453		5,342,453	9,375,837
Total Governmental Activities Expenditures	12,308,392	0	12,308,392	16,127,812
BUSINESS TYPE ACTIVITIES		6,457,173	6,457,173	6,990,082
Total All Expenditures	12,308,392	6,457,173	18,765,565	23,117,894
Other Financing Uses	0	0	0	
Transfers Out	5,482,678	2,056,581	7,539,259	7,178,037
Total All Expenditures/and Other Financing Uses	17,791,070	8,513,754	26,304,824	30,295,931
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	769,507	-714,403	55,104	-2,567,458
Beginning Fund Balance July 1, 2019	7,458,625	2,364,519	9,823,144	9,823,145
Ending Fund Balance June 30, 2020	8,228,132	1,650,116	9,878,248	7,255,687

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds		Pension Trust Funds	
Private Purpose Trust Funds		Agency Funds	
Indebtedness at June 30, 2020	Amount	Indebtedness at June 30, 2020	Amount
General Obligation Debt	10,970,000	Other Long-Term Debt	0
Revenue Debt	19,348,607	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	21,127,563

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

Signature of Preparer	Publication
Printed name of Preparer	
Signature of Mayor or other City official (Name and Title)	Phone Number 319-653-6584
	Date Signed

PLEASE PUBLISH THIS PAGE ONLY

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

*Park Board Members:
Charles Halvorson
Keely Brower
Gabriela Canchola
Genie Davis
Trent Stout
Open seat*



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

*Parks Superintendent:
Nick Pacha*

September 30, 2020

RE: Parks Dept. tractor purchase

The Parks Department went out for bid for a new 50-60HP tractor and pull behind 14' grooming mower in early September. We sent out attached bid sheet to 4 dealers and received 3 bids back. We also searched the internet for used tractors with all the features and accessories we would need. The used compact tractor market is very tight in our budget range as this is a popular size. We found a couple options around the country with higher hours so it makes more sense to go with new to get warranty coverage and discounts. City government's receive a very good discount on new purchases. Also to stay in budget we are going to trade in our current old gas skidloader as we will not need it with our new tractor and loader.

We are recommending we purchase the Kubota tractor from Morning Sun for \$37,412.68 and the Land Pride 14' grooming mower from Sinclair Washington for \$14,500. Total of \$51,912.68 with a \$53,900 total budget available. We would also like to add the purchase of pallet forks for the tractor for around \$800. Also we are looking into front blade for the tractor to assist in snow removal.

Below is the breakdown of tractors and costs :

	Sinclair- wash4066R 4066r	Sinclair 4052R	Bobcat - Iowa city CT5558	Kubota - morning sun MX6000HSTC
	\$ 61,620.73	\$ 54,914.73	\$ 40,793.82	\$ 34,945.00
Trade in skid steer	\$ (3,500.00)	\$ (3,500.00)		\$ 45,485.00
Discounts	\$ (13,125.37)	\$ (11,419.43)	\$ -	\$ (4,500.00)
Govt dis tractor	\$ -			\$ (2,606.32)
Govt dis loader	\$ -			
accs	\$ -			
	\$ 44,995.36	\$ 39,995.30	\$ 40,793.82	\$ 38,378.68
less bucket	(\$1,864.03)			\$ (966.00)
TOTAL Tractor price	\$ 43,131.33		\$ 40,793.82	\$ 37,412.68
Land pride 14' mower	\$ 14,500.00		\$ 14,927.51	\$ 16,400.00
	\$ 57,631.33		\$ 55,721.33	\$ 53,812.68

WWTP MEMORANDUM

TO: BRENT HINSON
FROM: JASON WHISLER
SUBJECT: FALL 2020 LAND APPLICATION OF TREATED BIO-SOLIDS
DATE: FRIDAY, OCTOBER 2ND 2020

IT'S THAT TIME OF THE YEAR AGAIN WE'LL BE LAND APPLYING OUR TREATED BIO-SOLIDS IN THE NEAR FUTURE. I SENT OUT COST ESTIMATE LETTERS TO THREE (3) AREA MANURE CONTACTORS. I ONLY RECEIVED ONE (1) LETTER BACK FROM IOWA GROW, INC (IGI). IGI'S COST ESTIMATE WAS TWOPOINT EIGHT FIVE CENTS PER (2.85) CENTS PER GALLON. I'M ESTIMATING THERE WILL BE BETWEEN ONE POINT TWO MILLION GALLONS (1,200,000) TO ONE POINT FIVE MILLION GALLONS (1,500,000). THIS PROJECT WILL EXCEED \$5,000.00, SO COUNCIL APPROVAL IS NECESSARY. WE WON'T KNOW THE TOTAL COST UNTIL THE TANK IS EMPTY AND THE NUMBER OF GALLONS ARE TOTALED. PLEASE NOTE WE ARE ONLY APPLYING BIO-SOLIDS ONCE A YEAR INSTEAD OF TWICE A YEAR. THERE IS MONEY AVAILABLE IN ACCOUNT # 610-6-8015-6599 FOR THIS PROJECT. I'LL ASK ILLA TO INCLUDE THIS PROJECT ON THE CONSENT AGENDA FOR THE OCTOBER 6,2020COUNCIL MEETING.

LET ME KNOW IF YOU HAVE ANY QUESTIONS.

THANKS

Iowa Grow, Inc.
Gilbert Troyer, Pres.
831 14th Street
Kalona, IA 52247

September 24, 2020

City of Washington
City Clerks Office
Washington, Iowa 52356

Re: Sludge pumping at wastewater treatment plant

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

Price for pumping and application: 2.85 cents per gallon with gallons tallied by city flow meter.

Respectfully submitted,

Gilbert Troyer, President
Iowa Grow, Inc.


A handwritten signature in dark ink, appearing to read "Gilbert Troyer", is written over a horizontal line.

Signed by Gilbert Troyer


A handwritten date "Sept 25, 2020" is written over a horizontal line.

Date

*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*

Memorandum

October 1, 2020

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

From: Brent Hinson
City Administrator

Re: Southeast Basin I&I Reduction Project Closeout

We are bringing you a number of items to initiate the closeout of the Southeast Basin I&I project. We first have a closeout Change Order #4 to square up all of the quantities with actuals. This results in a reduction of \$33,248.84 to the contract.

Additionally, we are asking you to approve the closeout resolution. See the attached completion certification from engineer Steve Soupier. This accepts the improvements from the contractor, approves Pay Application #11, and allows the release of retainage under Pay Application #12 for the project after 30 days in accordance with Iowa law.


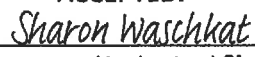
Date of Issuance: 09/28/2020
 Owner: City of Washington
 Contractor: Municipal Pipe & Tool, LLC
 Engineer: FOX Engineering Associates, Inc.
 Project: SE Basin I&I Reduction Project – Phase I

Effective Date:
 Owner's Contract No.: N/A
 Contractor's Project No.:
 Engineer's Project No.: 2045-17A
 Contract Name:

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

CO No. 4, Item 1 - Change the contract units for balance of quantities as included on the attached Change Order No. 4 Balance of Quantities document. **Deduct \$33,248.84.**

ATTACHMENTS: *Change Order No. 4 Balance of Quantities*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,079,630.10</u>	Original Contract Times: Substantial Completion: <u>September 13, 2019</u> Ready for Final Payment: <u>October 11, 2019</u> days or dates
Increase from previously approved Change Order No. <u>3</u> : \$ <u>208,124.90</u>	Increase from previously approved Change Orders No. <u>3</u> : Substantial Completion: <u>262 days</u> Ready for Final Payment: <u>266 days</u> days
Contract Price prior to this Change Order: \$ <u>1,287,755.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 1, 2020</u> Ready for Final Payment: <u>July 3, 2020</u> days or dates
Decrease of this Change Order: \$ <u>33,248.84</u>	Increase/Decrease of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,254,506.16</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 1, 2020</u> Ready for Final Payment: <u>July 3, 2020</u> days or dates
RECOMMENDED: By: <u></u> Engineer (if required) Title: <u>Project Manager</u> Date: <u>09/29/2020</u>	ACCEPTED: By: <u></u> Owner (Authorized Signature) Contractor (Authorized Signature) Title: <u>COO</u> Date: <u>9/29/2020</u>

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE 2019 SOUTHEAST BASIN I&I REDUCTION PROJECT AS COMPLETED.

WHEREAS, the City Council of the City of Washington did award a construction contract to Municipal Pipe Tool Co., LLC in the amount of \$1,079,630.10 for the “2019 Southeast Basin I&I Reduction Project” (the “Project”); and

WHEREAS, the Project has now been completed in accordance with the plans and specifications; and

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

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

Section 1. That Final Pay Application #11 is hereby approved in the amount of \$665.00.

Section 2. That the construction of the Project is hereby accepted as completed, with a final contract price of \$1,254,506.16.

Section 3. That Pay Application #12 for retainage in the amount of \$62,725.31 for the completion of the Project will be paid 30 days after the date of this Resolution if no claims are filed against the retainage without further action from this Council.

Passed and approved this 6th day of October, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Engineer's Statement of Completion

Project: SE Basin I&I Reduction – Phase 1 project	Date of Contract: February 26, 2019
Owner: City of Washington	Owner's Contract No.: N/A
Engineer: FOX Engineering	Engineer's Project No.: 2045-17A
Contractor: Municipal Pipe Tool Company, LLC	

I hereby state that the construction of **SE Basin I&I Reduction Project – Phase 1**, by a Contract dated **February 26, 2019**, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **September 21, 2020**. The Contract final completion date is **July 3, 2020**.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **\$1,254,506.16**.

The derivation of this total amount is tabulated as follows:

Original Contract	\$ 1,079,630.10
Change Order No. 1	\$ 113,403.40
Change Order No. 2	\$ -3,927.00
Change Order No. 3	\$ 98,648.50
Change Order No. 4	\$ -33,248.84
Final Contract	\$ 1,254,506.16

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: 

Iowa Registration No.: 18924

Date: 09/30/2020

FOX PN: 2045-17A

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:

Engineer
Contractor
Owner
IDNR

Unit Price Contract

EJCDC C-620 Contractor's Application for Payment
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Unit Price Contract

Contractor's Application for Payment No.12 - Retainage

Project:

SE Basin I&I Reduction - Phase 1

From (Contractor):

Municipal Pipe Tool Co. LLC

Application Date:

9/28/2020

To (Owner):

City of Washington, IA

Owner's Project No.:

CIPP #2019-01

Period From:

7/28/2020 to 10/20/202

Via (Engineer):

FOX Engineering

Engineer's Proj. No.:

2045-17A

Period To:

10/20/2020

Approved Change Order Summary:			1. ORIGINAL CONTRACT PRICE.....	\$	1,079,630.10
No.	Date Approved	Additions	Deductions	2. Net change by Change Orders.....	\$
1	6/18/2019	\$113,403.40		3. Current Contract Price (Line 1 + 2).....	\$
2	2/4/2020		-\$3,927.00	4. TOTAL COMPLETED AND STORED TO DATE	\$
3	4/8/2020	\$98,648.50		(Column F on Progress Estimate).....	\$
4	TBD		-\$33,248.84	5. RETAINAGE:	\$
				a. X \$1,254,506.16 Work Completed.....	\$
				b. X Stored Material.....	\$
				c. Less Total Retainage Released Early.....	\$
				d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
				8. AMOUNT DUE THIS APPLICATION.....	\$
				9. BALANCE TO FINISH, PLUS RETAINAGE	\$
				(Column G on Progress Estimate + Line 5 above).....	\$
TOTALS			-\$37,175.84		
NET CHANGE BY CHANGE ORDERS			\$174,876.06		

Contractor's Certification

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


Payment of

\$

62,725.31

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

is recommended by:



(Engineer)

09/29/2020

(Date)

Payment of

\$

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

is approved by:

(Owner)

(Date)

Endorsed by the Construction Specifications Institute.

By: Sharon Waschkat

9/29/2020

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Washington	Owner's Contract No.:
Contractor: Municipal Pipe & Tool, LLC	Contractor's Project No.:
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 2045-17A
Project: SE Basin I&I Reduction Project – Phase I	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

July 20, 2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: ☒ None
☐ As follows

Amendments to Contractor's responsibilities: ☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: Punch List No. 1

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u></u>	By: _____	By: <u>Sharon Waschkat</u>	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor	(Authorized Signature)		
Title: <u>Project Manager</u>	Title: _____	Title: <u>COO</u>	Title: _____		
Date: <u>09/08/2020</u>	Date: _____	Date: <u>9/9/2020</u>	Date: _____		

Date of Issuance: 09/28/2020

Effective Date:

Owner: City of Washington

Owner's Contract No.: N/A

Contractor: Municipal Pipe & Tool, LLC

Contractor's Project No.:

Engineer: FOX Engineering Associates, Inc.

Engineer's Project No.: 2045-17A

Project: SE Basin I&I Reduction Project – Phase I



Contract Name:

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

CO No. 4, Item 1 - Change the contract units for balance of quantities as included on the attached Change Order No. 4 Balance of Quantities document. **Deduct \$33,248.84.**

ATTACHMENTS: Change Order No. 4 Balance of Quantities

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 1,079,630.10	Original Contract Times: Substantial Completion: <u>September 13, 2019</u> Ready for Final Payment: <u>October 11, 2019</u> days or dates
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Decrease of this Change Order: \$ 33,248.84	Increase/Decrease of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: \$ 1,254,506.16	Contract Times with all approved Change Orders: Substantial Completion: <u>June 1, 2020</u> Ready for Final Payment: <u>July 3, 2020</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: 	By: _____	By: _____	By: _____
Title: <u>Engineer (if required)</u>	Title: <u>Owner (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>	Title: _____	Title: _____	Title: _____
Date: <u>Project Manager</u>	Date: _____	Date: <u>COO</u>	Date: _____	Date: _____	Date: _____
Date: <u>09/29/2020</u>	Date: _____	Date: <u>9/29/2020</u>	Date: _____	Date: _____	Date: _____

Engineer's Statement of Completion

Project: SE Basin I&I Reduction – Phase 1 project	Date of Contract: February 26, 2019
Owner: City of Washington	Owner's Contract No.: N/A
Engineer: FOX Engineering	Engineer's Project No.: 2045-17A
Contractor: Municipal Pipe Tool Company, LLC	

I hereby state that the construction of **SE Basin I&I Reduction Project – Phase 1**, by a Contract dated **February 26, 2019**, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **September 21, 2020**. The Contract final completion date is **July 3, 2020**.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **\$1,254,506.16**.

The derivation of this total amount is tabulated as follows:

Original Contract	\$ 1,079,630.10
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Change Order No. 3	\$ 98,648.50
Change Order No. 4	\$ -33,248.84
Final Contract	\$ 1,254,506.16

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: 

Iowa Registration No.: 18924

Date: 09/30/2020

FOX PN: 2045-17A

Distribution:

Engineer
Contractor
Owner
IDNR

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Contractor's Application for Payment No. 11 - Balance of Quantities

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	6/18/2019	\$113,403.40	
2	2/4/2020		-\$3,927.00
3	4/8/2020	\$98,648.50	
4	TBD		-\$33,248.84
TOTALS		\$212,051.90	-\$37,175.84
NET CHANGE BY CHANGE ORDERS			\$174,876.06

1. ORIGINAL CONTRACT PRICE.....			\$	1,079,630.10
2. Net change by Change Orders.....			\$	174,876.06
3. Current Contract Price (Line 1 + 2).....			\$	1,254,506.16
4. TOTAL COMPLETED AND STORED TO DATE				
(Column F on Progress Estimate).....			\$	1,254,506.16
5. RETAINAGE:				
a. 5%	X	\$1,254,506.16	Work Completed.....	\$ 62,725.31
b. 5%	X		Stored Material.....	\$
c. Less Total Retainage Released Early.....			\$	
d. Total Retainage (Line 5a + Line 5b - Line 5c).....			\$	62,725.31
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....			\$	1,191,780.85
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....			\$	1,191,115.85
8. AMOUNT DUE THIS APPLICATION.....			\$	665.00
9. BALANCE TO FINISH, PLUS RETAINAGE				
(Column G on Progress Estimate + Line 5 above).....			\$	62,725.31

The undersigned Contractor certifies that to the best of its knowledge:

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

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

EJCDC C-620 Contractor's Application for Payment
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*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*

Memorandum

October 1, 2020

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Demo of 534 S. Marion

The City is the owner of a distressed house located at 534 South Marion Avenue. We acquired this house through an abandonment enforcement action. The house is in rough shape and needs to be demolished. We would then seek to re-sell the lot for new home construction.

We would seek to receive bids by October 15 and have the public hearing and take action on bids at the October 20 meeting.



Summary

Parcel ID 1117382010
 Property Address 534 S MARION AVE
 WASHINGTON IA 52353
 Sec/Twp/Rng N/A
 Brief Tax Description 20 SD OL B
 (Note: Not to be used on legal documents)
 Deed Book/Page 2020-1128 (3/31/2020)
 Contract Book/Page
 Gross Acres 0.00
 Net Acres 0.00
 Class R - Residential
 (Note: This is for tax purposes only, Not to be used for zoning.)
 District WACWS - WASHINGTON CITY/WASHINGTON SCH
 School District WASHINGTON COMMUNITY SCHOOL

[View Map](#)


Owner

Deed Holder
[Washington, City Of Iowa](#)
 PO Box 516
 Washington IA 52353

Contract Holder

Mailing Address
 Washington, City Of Iowa
 PO Box 516
 Washington IA 52353

Land - Assessor

Lot Dimensions Regular Lot: 66.00 x 132.00
 Lot Area 0.20 Acres; 8,712 SF

Residential Dwellings - Assessor

Residential Dwelling
 Occupancy Single-Family / Owner Occupied
 Style 1 Story Frame
 Architectural Style N/A
 Year Built 1906
 Exterior Material Composition
 Total Gross Living Area 1,308 SF
 Attic Type 1/2 Finished; 226 SF
 Number of Rooms 6 above; 1 below
 Number of Bedrooms 3 above; 0 below
 Basement Area Type None
 Basement Area 0
 Basement Finished Area
 Plumbing 1 Shower Stall Bath; 1 No Bathroom;
 Central Air No
 Heat FHA - Gas
 Fireplaces
 Porches 1S Frame Enclosed (75 SF);
 Decks
 Additions 1 Story Frame (437 SF);
 Garages

Yard Extras - Assessor

#1 - (1) 1S FR UTILITY Quantity=224.00, Units=Square Feet, Height=0, Built 1906

Sales - Assessor

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
3/31/2020	ARNOLD, GALE E.	WASHINGTON, CITY OF IOWA	2020-1128	No consideration	Deed		\$0.00
7/21/2000	ARNOLD, CHRISTINE D. & GALE E.	ARNOLD, GALE E.	370-124	Sale between family members or related parties	Deed		\$0.00
4/30/1996	ARNOLD	ARNOLD, CHRISTINE D. & GALE E.	238-34	Sale between family members or related parties	Deed		\$0.00
10/1/1952	FALK	ARNOLD	30-368	Normal	Deed		\$0.00

Valuation

	2020	2019	2018	2017	2016
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$15,200	\$15,200	\$15,200	\$18,300	\$16,400
= Gross Assessed Value	\$30,700	\$30,700	\$30,700	\$33,800	\$31,900
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$30,700	\$30,700	\$30,700	\$33,800	\$31,900

Taxation - Treasurer

	2019	2018	2017	2016
	Pay 2020-2021	Pay 2019-2020	Pay 2018-2019	Pay 2017-2018
+ Taxable Land Value	\$8,537	\$8,822	\$8,621	\$8,826
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$8,371	\$8,652	\$10,179	\$9,338
= Gross Taxable Value	\$16,908	\$17,474	\$18,800	\$18,164
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$16,908	\$17,474	\$18,800	\$18,164
x Levy Rate (per \$1000 of value)	42.24782	42.06460	41.73238	41.35554
= Gross Taxes Due	\$714.33	\$735.04	\$784.57	\$751.18
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	(\$200.57)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$714.00	\$736.00	\$784.00	\$550.00

Special Assessments - Treasurer

Beacon - Washington County, IA - Parcel Report: 1117382010

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2020	\$0.00	\$0.00	\$0.00	\$5.00	\$5.00		7/15/2020
Total		\$0.00	\$0.00	\$0.00	\$5.00	\$5.00		

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2019	\$0.00	\$0.00	\$0.00	\$5.00	\$5.00		7/15/2020
Total		\$0.00	\$0.00	\$0.00	\$5.00	\$5.00		

Year	Due Date	Amount	Paid	Date Paid	Receipt
2019	March 2021	\$357	Partial	9/28/2020	103346
	September 2020	\$357	Yes	9/28/2020	
2018	March 2020	\$368	Yes	7/27/2020	003356
	September 2019	\$368	Yes	7/27/2020	
2017	March 2019	\$392	Yes	3/19/2019	917515
	September 2018	\$392	Yes	9/19/2018	
2016	March 2018	\$275	Yes	3/14/2018	817562
	September 2017	\$275	Yes	9/28/2017	
2015	March 2017	\$265	Yes	3/22/2017	716177
	September 2016	\$265	Yes	9/23/2016	

Data for Washington County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1993. For records prior to 1993, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

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



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

Public Bid Announcement
Demolition of Structures for the City of Washington

The City of Washington, Iowa, is requesting public proposals for demolition of a house located at 534 South Marion Avenue.

The building is expected to be cleared for demolition contractor mobilization no later than October 21, 2020 following City Council approval. The selected demolition contractor must agree to final completion by December 18, 2020.

Bid packets containing information regarding the conditions for the demolition contract are available at City Hall, located at 215 East Washington Street. Any firm submitting a proposal must agree in writing to meet the conditions set by the City of Washington. Sealed proposals are due on or before 9 o'clock A.M. on the 15th day of October, 2020, in the office of the City Clerk, City Hall, 215 East Washington Street, Washington, Iowa. Proposals will be opened immediately following the deadline. Any interested contractors are advised to contact the Washington Fire Department for additional details at 653-2239.

The Washington City Council will hold a public hearing and act on proposals for the demolition on Tuesday, October 20, 2020 at 6 o'clock P.M. in the Fire Department Training Room, 215 Washington Street. At that time, the City Council may accept the proposals and award the sale to the contractor whose application is the most advantageous to the citizens of the City. The City Council may reject any and all proposals in its sole discretion. The City may waive any discrepancies or technicalities associated with said proposal.

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

Demolition Guidelines

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

The Washington Fire Department will assist in wetting down the structures as demolition proceeds to reduce dust. The contractor will be responsible for hauling all debris to the SEMCO landfill or a City-approved off-site location using the guidelines propagated by the Iowa DNR for controlled burns of demolished buildings.

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

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

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

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

Bid for Demolition of City-Owned Property**Demolition of 534 South Marion Avenue**

My bid: _____

_____ I acknowledge and agree to all of the requirements detailed in the Public Bid Announcement.

_____ I acknowledge and agree to fully comply with the requirements of the Washington Code of Ordinances as it may relate to this project.

_____ I acknowledge and agree that the City of Washington has the right to reject any and all proposals.

Contractor Information:

Contractor Name: _____

Address: _____

Contact Phone: _____

Signature: _____ Date: _____

Signed By/Title: _____

Please seal your bid in an envelope and submit to Washington City Hall at 215 East Washington Street by October 15, 2020 at 9 AM.

*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*

Memorandum

October 1, 2020

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

From: Brent Hinson 
City Administrator

Re: Wellness Park Ballfields & Roadway Project, Change Order #2

We are asking the Council to consider Change Order #2, which will incorporate the 7th & D sidewalks into the larger project, add some paving to the parking lot, and add connecting sidewalks to the soccer fields. The total amount added to the contract by the change order is \$65,449.85.

We had budgeted \$60,000 for the sidewalks, and DeLong came in with a price of \$44,275.80. The parking lot and soccer field sidewalks will cost \$21,174.05, which we are paying for from the Alliant rebate we received from electrical work that was done in 2016 to serve the area, including the North Tower, the Y, and the Wellness Park. We received a rebate for the full amount of \$22,402.37 originally spent after the Y opened and started paying for electricity.

Date of Issuance: **9-23-2020**
Owner: **City of Washington, Iowa**
Contractor: **DeLong Construction, Inc.**
Engineer: **Garden & Associates, LTD.**
Project: **Wellness Park Ball Fields & Roadway -
Washington, Iowa**

Effective Date: **9-23-2020**
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, Additional Concrete Parking & Sidewalk, Addition of North Avenue D
and 7th Street Sidewalk**

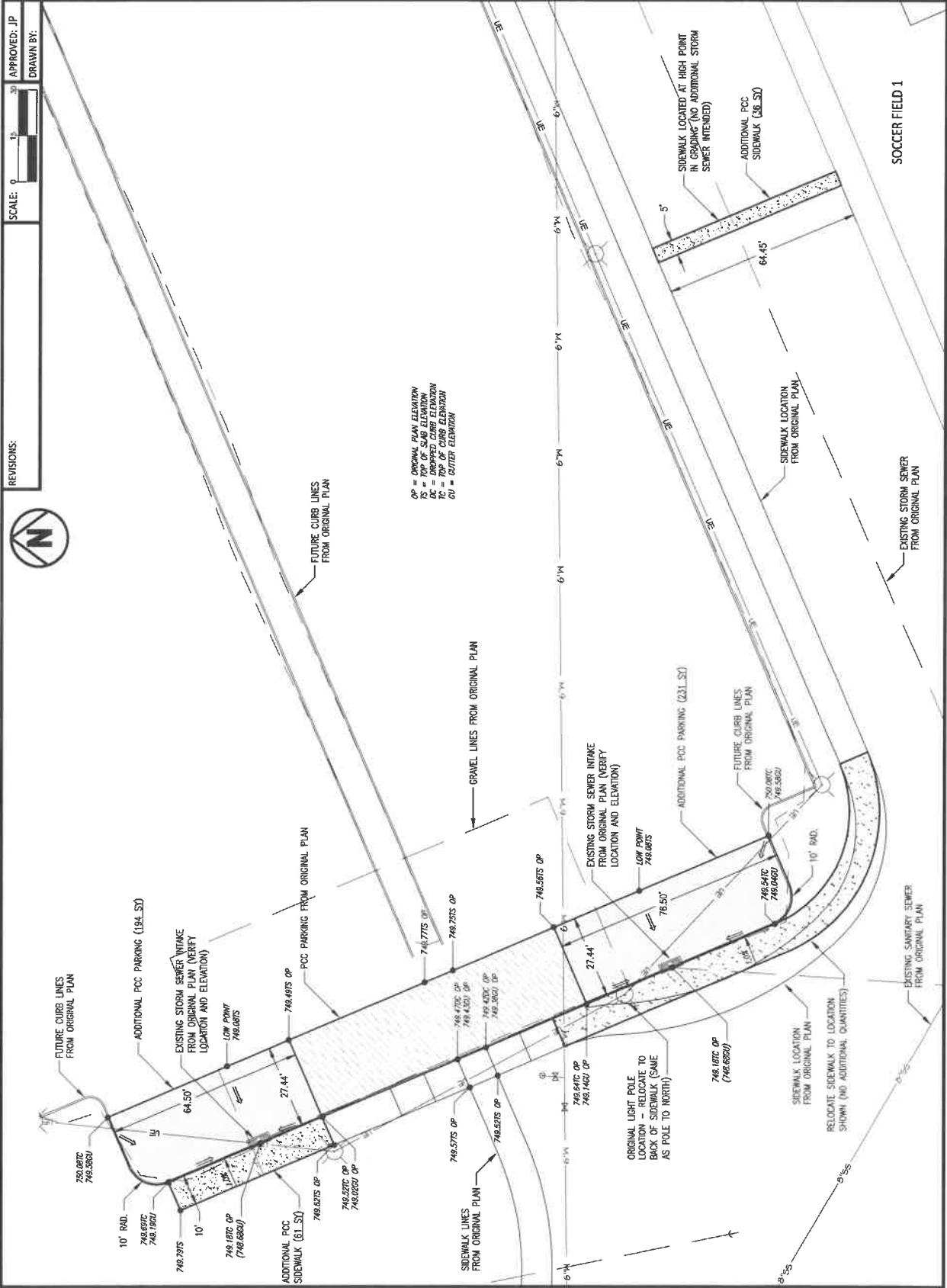
Attachments: **Attachment No. 1 to Change Order No. 2**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,983,670.85</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>10,791.18</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,994,462.03</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>65,449.85</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>3,059,911.88</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:	
By: <u><i>Jack Pope</i></u>	By: _____	By: <u><i>Brendan DeLong</i></u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Engineer/Vice President</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>	
Date: <u>9-24-2020</u>	Date: _____	Date: <u>9/24/2020</u>	

Approved by Funding Agency (if
applicable)

By: _____ Date: _____
Title: _____



WASHINGTON WELLNESS PARK
WASHINGTON, IOWA

© COPYRIGHT 2020 GARDEN & ASSOCIATES, LTD.

ENGINEERS & SURVEYORS

1701 3rd Avenue East, Suite 1
Oskaloosa, Iowa 52577
641.782.4005 Phone
641.782.4118 Fax
email@gardenassociates.net

SHEET TITLE
PARKING LOT
AND SIDEWALK
REVISIONS

DATE:
SEP. 15, 2020

PROJECT NO.:
9020226

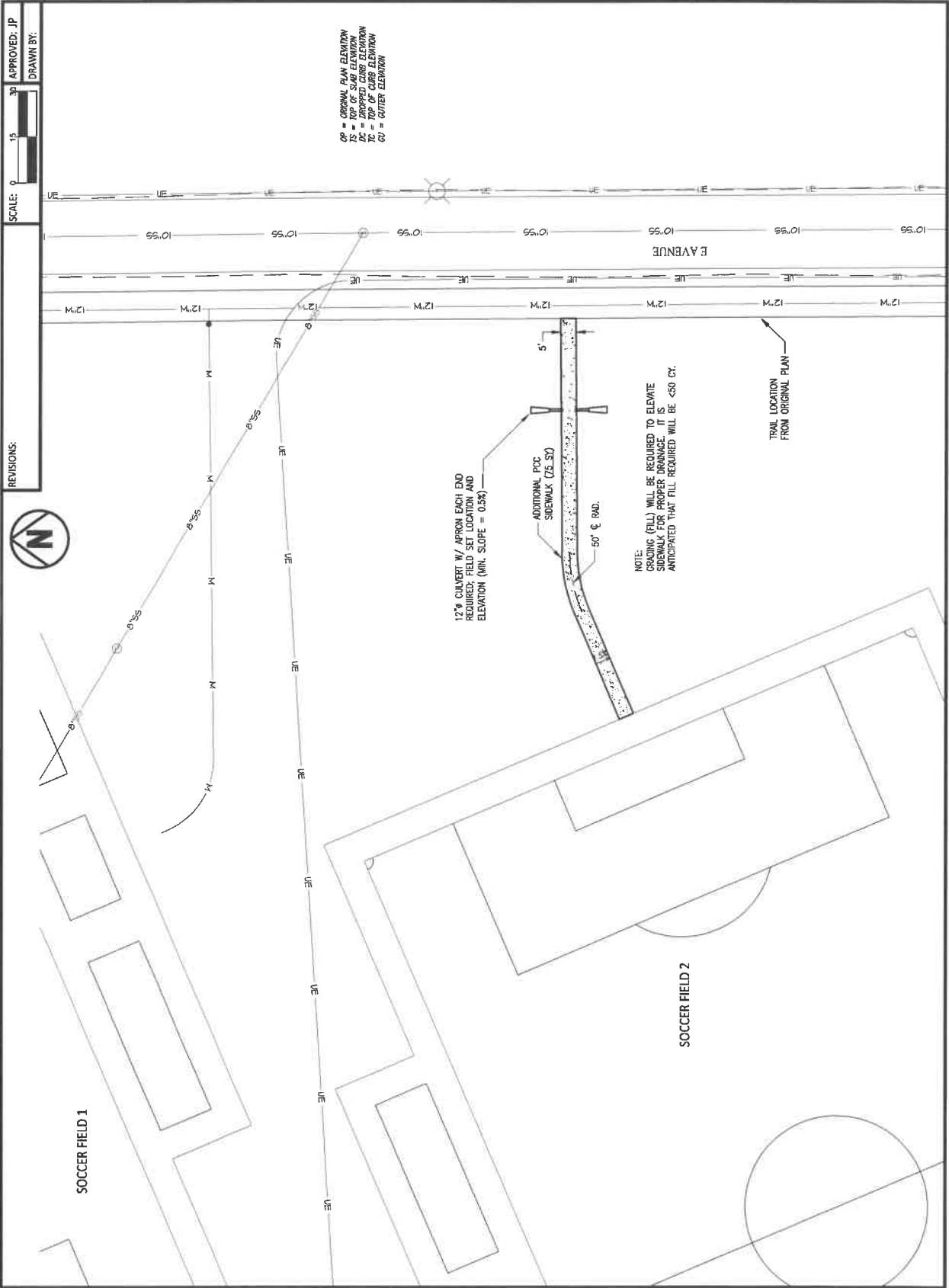
SHEET NO.:
1 OF 2

APPROVED: JP
DRAWN BY:

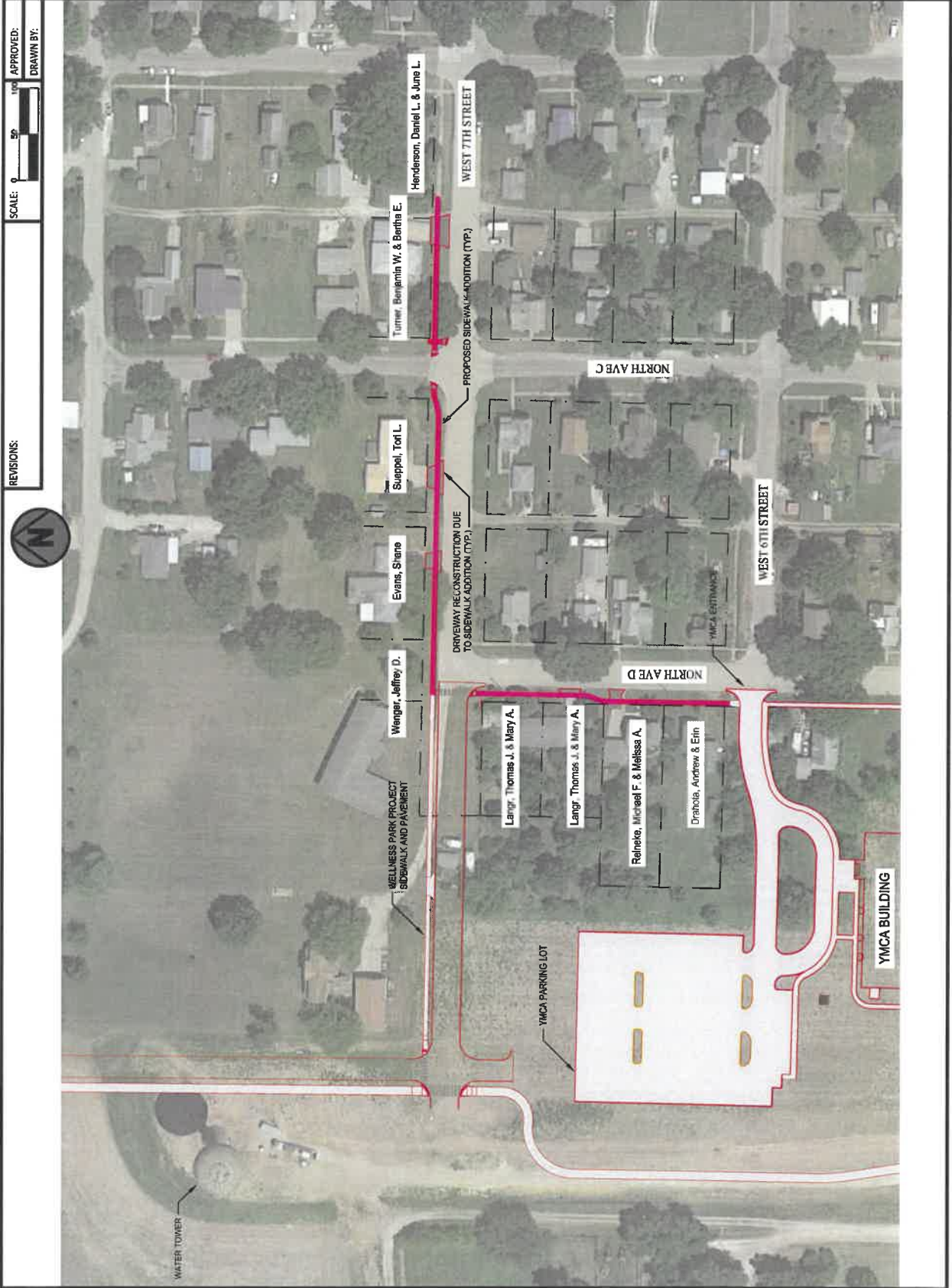
SCALE: 0 15 30

REVISIONS:

C:\Projects\9020226 - Washington - Construction Admin and Signing - Wellness Park\Comp\Drawings\Civil 3D Plan Develop\Parking and Sidewalk CC 9020226.dwg



GARDEN & ASSOCIATES, LTD. ENGINEERS & SURVEYORS 1701 3rd Avenue East, Suite 1 P.O. Box 451 Oskaloosa, Iowa 52577 641.672.2526 Phone 641.672.2091 Fax 800.491.2524 Iowa Toll Free email@gardensassociates.net	WASHINGTON WELLNESS PARK WASHINGTON, IOWA © COPYRIGHT 2020 GARDEN & ASSOCIATES, LTD.		SHEET TITLE PARKING LOT AND SIDEWALK REVISIONS	DATE: SEP. 15, 2020	PROJECT NO.: 9020226	SHEET NO.: 2 OF 2
	REVISIONS: SCALE: 0 15 30 APPROVED: JP DRAWN BY:					



REVISIONS:

SCALE: 0 50' 100'

APPROVED: _____

DRAWN BY: _____

GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS

1703 3rd Avenue East, Suite 1
P.O. Box 451
Oskaloosa, Iowa 52577
641.672.2526 Phone
641.672.2091 Fax
800.491.2524 Iowa Toll Free
email@gardenssociety.net

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**WELLNESS PARK ADDITION
SIDEWALK IMPROVEMENTS
NORTH AVE. D & WEST 7TH ST.
WASHINGTON, IOWA**

**SHEET TITLE
PROJECT LAYOUT**

DATE: SEP. 14, 2020

PROJECT NO.: 9020141

SHEET NO.: 2 OF 2

*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*

Memorandum

October 1, 2020

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

From: Brent Hinson
City Administrator

Re: CARES Act Local Government Relief Fund

As the Council is aware, the State of Iowa has made \$125 million available to local governments for COVID-19 recovery, including \$25 million to relieve local governments of any FEMA match for reimbursement of eligible expenses, and \$100 million for non-FEMA-eligible expenses, distributed on a per-capita basis after the submission of qualifying expenses. This latter provision makes the City of Washington eligible for up to \$171,832.26 in reimbursement.

We previously requested \$143,151.56 for March 1 through July 31. With this additional request of \$57,381.98, our total requested amount is \$200,533.34. While we do not necessarily expect to get reimbursed beyond the per-capita amount listed above, it does not hurt to ask for this higher amount. Perhaps if some funds go unclaimed (the State has not made it especially easy to request them), we might get funding up to the full request.

RESOLUTION NO. _____

**RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19
GOVERNMENT RELIEF FUND**

WHEREAS, The United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic;

WHEREAS, Governor Kim Reynolds allocated \$100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency;

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 20, 2020 and have not been reimbursed from other sources; and

WHEREAS, the State of Iowa has required that expenses for August 1, 2020 through September 30, 2020 be submitted by October 9, 2020.

NOW, THEREFORE BE IT RESOLVED, the City of Washington requests reimbursement of \$57,381.98 in eligible expenditures in response to the COVID-19 public health emergency.

PASSED and Approved this 6th day of October, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE 2020 SEALCOAT PROJECT AS COMPLETED.

WHEREAS, the City Council of the City of Washington did award a construction contract to L.L. Pelling Co. for the “2020 Sealcoat Project” (the “Project”); and

WHEREAS, the Project has now been completed in accordance with the plans and specifications; and

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

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

Section 1. That Final Pay Application #1 is hereby approved in the amount of \$85,805.63.

Section 2. That the construction of the Project is hereby accepted as completed, with a final contract price of \$85,805.63.

Passed and approved this 6th day of October, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

APPLICATION FOR PAYMENT NO. 1 (Final)

To: City of Washington (JURISDICTION)
From: LL Pelling Co. (CONTRACTOR)
Contract: 2020 Sealcoat Improvements
Project: 2020 Sealcoat Improvements
JURISDICTION's Contract No.: _____ ENGINEER's Project No.: 5020098
For Work Accomplished Through the Date of: August 22, 2020

1. Original Contract Price:	\$ 100,621.85
2. Net Change by Change Orders and Written Amendments (+ or -):	\$ -
3. Current Contract Price (1 plus 2):	\$ 100,621.85
4. Total Completed and Stored to Date:	\$ 85,805.63
5. Retainage (Per Agreement):	
5% of Completed Work:	\$ -
0% of Stored Material:	
Total Retainage:	\$ -
6. Total Completed and Stored to Date Less Retainage (4 minus 5):	\$ 85,805.63
7. Less Previous Application for Payments:	\$ -
8. DUE THIS APPLICATION (6 MINUS 7)	\$ 85,805.63

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from JURISDICTION on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to JURISDICTION at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 9/23/2020

LL Pelling Co.

(CONTRACTOR)

By: Bary Rhinehart

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9-23-2020

Garden & Associates, LTD.

(ENGINEER)

By: John Pope

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____

City of Washington, Iowa

(JURISDICTION)

G & A 5018069

By: _____

*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*

Memorandum

October 1, 2020

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

From: Brent Hinson 
City Administrator

Re: Water Plant SRF Closeout Documents

We are asking the Council to consider adoption of a number of items rolled into a single resolution in order to close out the State Revolving Fund issuance and allow for delivery of the funds. This includes, most importantly, the Loan & Disbursement Agreement with the Iowa Finance Authority and the Tax Exemption Certificate. We have significantly weeded down the paperwork provided by Ahlers & Cooney, our bonding attorney, to focus on the most important items. Please let me know if you'd like to review all 101 pages.



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

October 1, 2020

Via E-mail Only

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

RE: City of Washington, State of Iowa
\$219,000 Water Revenue Capital Loan Notes, Series 2020
(Iowa Drinking Water Facilities Financing Program)

Dear Brent:

With this letter I am enclosing a resolution approving and authorizing the form of Loan and Disbursement Agreement and authorizing the issuance of the above Note to the Iowa Finance Authority (the "Authority"). **Please return one executed copy of the resolution to us for the transcript.** The resolution also incorporates by reference the form of the Tax Exemption Certificate and Loan and Disbursement Agreement. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain this Note as tax exempt. **Please execute and return two copies of the Tax Exemption Certificate to us for the transcript.** The Loan and Disbursement Agreement also sets forth a number of covenants and agreements on the part of the City with respect to the repayment of the Loan.

I am also enclosing the final closing certificates. The Transcript Certificate can be completed and dated as soon as final action has been taken. The Delivery Certificate and the Tax Exemption Certificate should be executed but left undated (**you will need to complete the financial data for the City in the Delivery Certificate on page 2**). Similarly, the Loan and Disbursement Agreement should be signed and sealed but left undated. The dates will be added pursuant to authorization from the City at the time of final closing and delivery of the Note to the Authority. **Please execute and return two copies of each to us for the transcript.**

An original form of Note R-1 and the IRS Form 8038-G will be delivered under a separate cover.

The Tax Exemption Certificate is an important document and contains important information concerning the calculated yield on the Notes and a number of covenants and obligations on the part of the City. This certificate should be retained as a part of your

permanent records. I will not attempt to summarize all of the matters which are included in this certificate but I do want to point out some important ones.

Tax exemption is based in part upon the fact that the use of the facilities to be acquired by the City with the proceeds of the Loan will be for the benefit of the public and will not be used in the private trade or business of any business or non-tax-exempt entity. The properties acquired with the proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel.

We understand that the proceeds of the loan will be used for the purpose of paying costs of construction of certain improvements and extensions to the Municipal Water Utility of the City. All of the financed facilities are expected to be owned by the City and used by the public generally, including commercial and industrial users. We understand that there are no contractual arrangements or agreements of any sort between the City and any commercial or industrial user of the municipal utility with respect to rates or use of any part of the Utility. We recognize that larger customers of the Utility may be subject to charges or rates that are different from the current residential charges, depending on the volume of the water they purchase. However, any such charges must be imposed by virtue of City ordinances and apply to all entities meeting the standards set forth therein. No other charges or payments should be imposed or paid to the City by any commercial or industrial user for water services or Project-related construction and acquisition activities beyond those mandated by ordinance for certain classes of users. These understandings are reflected in the Tax Exemption Certificate, so please let me know immediately if our understandings are not correct in any respect.

In addition, the Tax Exemption Certificate sets forth the best knowledge and belief which the City has as of today concerning the timely expenditure of the proceeds as the City reasonably expects expenditures to occur. If for any reason the City finds it will be prevented from expending the proceeds fully within three years, that matter should be referred to us.

This Note also is issued under the expectation that the City will be exempt from the requirement to rebate arbitrage earnings to the United States Government, because the City will issue less than \$5,000,000 of bonds or any similar obligations for public purposes during this calendar year. (This excludes Industrial Development Revenue Bonds.) If for any reason the City should need to exceed that amount of bond issuance, the matter should be brought to our attention immediately. For this purpose, "bonds" generally includes any debt obligation including warrants, lease-purchase contracts, contracts to purchase, notes and others.

This Note also is issued under the expectation that the City will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Note for construction purposes within two (2) years of issuance and meet the other requirements of the two-year expenditure exemption from the rebate regulations.

There are a number of other general promises and commitments by the City to take or refrain from action, which are necessary to maintain the tax exemption of this Note. You should recognize that these promises and commitments are required of the City on an ongoing basis and that the possibility of some additional future action does exist.

Please return all executed documents to us by Monday, October 12th to allow sufficient time for review prior to submissions to the Authority.

If any questions arise, please don't hesitate to call.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky".

Jason L. Comisky
FOR THE FIRM

JLC:ks

Enclosure

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

October 6, 2020

The City Council of the City of Washington, State of Iowa, met in _____ session, in the Fire Department Training Room, 215 E. Washington Street, Washington, Iowa, at _____ o'clock _____.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$219,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2020, OF THE CITY OF WASHINGTON, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES, AND APPROVING FORM OF TAX EXEMPTION CERTIFICATE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. _____

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$219,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2020, OF THE CITY OF WASHINGTON, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES, AND APPROVING FORM OF TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Washington, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the municipal water system, sometimes hereinafter referred to as the "System", and said revenues have not been pledged and are available for the payment of Water Revenue Capital Loan Notes, Series 2020, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2020, to the extent of \$219,000, for the purpose of defraying the costs of the Project as set forth in Section 1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of

the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there were issued \$4,378,000 Water Revenue Capital Loan Notes, Series 2018, part of which remain outstanding and are a lien on the net revenues of the System (the "Outstanding Obligations"). In the resolution authorizing the issuance of the Outstanding Obligations it is provided that additional revenue notes or bonds may be issued on a parity with the outstanding notes or bonds, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, the Original Purchaser of the current issue of Notes also purchased and holds the Outstanding Obligations issue and has waived any requirement in the resolution authorizing the Outstanding Obligations to obtain a "parity certificate" from an independent auditor, and hereby consents to the current issue on an equal parity to the Outstanding Obligations; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of \$219,000 Water Revenue Capital Loan Notes, Series 2020, has heretofore been duly published and no objections to such proposed action have been filed.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

◆ "Additional Bonds" shall mean any water revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of Section 21 hereof.

◆ "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser, relating to the Loan made to the City under the Program;

◆ "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Trustee;

◆ "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body;

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Washington, in the County of Washington, State of Iowa, each to be designated as "Water Revenue Capital Loan Note, Series 2020", in the aggregate amount of \$219,000, for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Water Revenue Capital Loan Notes, Series 2020, of the City in the amount of \$219,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A, 384.82 and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "WATER REVENUE CAPITAL LOAN NOTE, SERIES 2020", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2020, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2021 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2038. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Trustee based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes may be in the denomination of \$1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$219,000 and numbered R-1.

the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 29. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other Ordinances, Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 31. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

Section 32. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

PASSED AND APPROVED this 6th day of October, 2020.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTERS 15 & 17 CONCERNING MAYOR AND COUNCIL COMPENSATION

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

SECTION 1. **Delete Section.** Section 15.04, “Compensation”, is hereby repealed.

SECTION 2. **Add Section.** A new Section 15.04, “Compensation”, is adopted as follows:

“15.04 COMPENSATION.

The salary of the Mayor is eighteen thousand dollars (\$18,000) per year, payable biweekly.”

SECTION 4. **Delete Section.** Section 17.06, “Compensation”, is hereby repealed.

SECTION 5. **Add Section.** A new Section 17.06, “Compensation”, is adopted as follows:

“17.06 COMPENSATION.

The salary of each Council member is seventy-five dollars (\$75.00) for each official meeting of the Council attended and forty dollars (\$40.00) for each board, commission, or committee meeting attended as an official representative of the Council. It shall be the duty of each Council member to document each meeting attended under the latter provision and to periodically provide this documentation to the Finance Director for payroll purposes. All said compensation shall be paid semiannually.”

SECTION 6. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7. **Effective Date.** Under Iowa Code 372.13(8), this Ordinance shall be in effect January 1, 2022, 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.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 65.02
“STOP REQUIRED”

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

SECTION 1. **Add Phrase.** Section 65.02, “Stop Required”, New Paragraph 259 “North Avenue D and West Seventh Street (northbound stop).”

SECTION 2. **Add Phrase.** Section 65.02, “Stop Required”, New Paragraph 260 “North Avenue E and West Seventh Street (southbound and westbound stop).”

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

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

Passed and approved this _____ day of _____, 2020.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ September 15, 2020

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER
69.08 REGARDING SCHOOL PARKING

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

SECTION 1. **Add Paragraph.** A new Section 69.08, "No Parking Zones", Paragraph 92 is added as follows: "South Avenue C, on the west side, from Madison Street to Tyler Street, from 7:30 a.m. to 4:00 p.m. on school days."

SECTION 2. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. **Severability.** If any section, provision or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this _____ day of _____, 2020.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ September 15, 2020
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY OF WASHINGTON, IOWA, BY
AMENDING CHAPTERS 18 AND 21

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

SECTION 1. **Delete Words.** Paragraph 18.01, "Appointment and Compensation" is hereby repealed.

SECTION 2. **Add Paragraph.** A new Paragraph 18.01 is adopted as follows:

"18.01 Appointment and Compensation. The Council shall appoint by majority vote a City Clerk under the general supervision of the City Administrator."

SECTION 3. **Add Item & Renumber.** A new item is added to Paragraph 21.04 "City Administrator- Appointments" as follows, and all subsequent items are renumbered:

"4. Development Services Director"

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

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

Passed and approved this _____ day of _____, 2020.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ September 1, 2020
Approved on Second Reading: _____ September 15, 2020
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

City Clerk

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



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

Memorandum

October 1, 2020

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

From: Brent Hinson 
City Administrator

Re: Airport Commission Residency

Washington's ordinance for the Airport Commission requires all 5 members to live in town, while Iowa Code 330.20 allows up to two members of an airport commission to live outside of the city limits. With the resignation of long-time board member Mike Roe and the need to fill his seat, we are asking you to review this issue to potentially broaden the pool of available applicants. The issue was last reviewed by the City Council in 2013, and it was ultimately decided not to make any changes to the ordinance at that time.

If you believe a change to the ordinance would be appropriate at this time, we would bring a proposed ordinance to the next meeting for consideration.

330.20 Appointment of commission — terms.

When a majority of the voters favors airport control and management by a commission, the governing body shall, within ten days, appoint an airport commission of three or five members, each of whom shall be a resident of the city or county establishing the commission or a resident of a city or county in this state served by the airport. At least two of the members of a three-member commission and at least three of the members of a five-member commission shall be residents of the city or county establishing the commission. The governing body shall by ordinance set the commencement dates of office and the length of the terms of office which shall be no more than six and no less than three years. The terms of the first appointees of a newly created commission shall be staggered by length of term and all subsequent appointments shall be for full terms. Vacancies shall be filled in the same manner as original appointments are made. Members of the airport commission shall serve without compensation. Each commissioner shall execute and furnish a bond in an amount fixed by the governing body and filed with the city clerk of the city, or county auditor of the county, establishing the commission. The commission shall elect from its own members a chairperson and a secretary who shall serve for a term as the commission shall determine.

[C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §330.20]

[83 Acts, ch 123, §131, 209](#); [91 Acts, ch 76, §1](#); [2009 Acts, ch 114, §1](#); [2011 Acts, ch 34, §83](#)

Referred to in [§330.4](#), [330.23](#), [330.24](#), [331.321](#), [331.381](#), [331.382](#)

*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
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Memorandum

October 1, 2020

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

From: Brent Hinson
City Administrator

Re: Vacant-by-Choice Property Discussion

Periodically, for some time at our nuisance review meetings, we have discussed various buildings and homes that are vacant in Washington, some of which are well cared-for and some which are not. The most prominent examples we have of this phenomenon are 3 downtown buildings around the core square area I could point out that have been empty by the owners' choices for 10 years or more. This has a very negative impact on our otherwise vibrant downtown, and having these buildings vacant has denied a number of potential businesses the opportunity to open on the square over the years.

An additional issue that Washington is plagued by is vacant-by-choice houses. As many are aware, we have a very tight housing market in Washington. In an analysis conducted in November 2019 through WEDG, we found at least 37 houses in Washington that were sitting empty by the owners' choices.

I have attached an article provided by Main Street Director Sarah Grunewaldt for some additional insights on the cost to the community of vacant properties.

I would see this discussion as a beginning point for a process to work toward improvements in this area. We do have some existing legal and ordinance options for addressing some of the issues we are seeing, but would likely need to look into additional code amendments to properly and comprehensively address the issues that we have. We do have ordinance examples from Adel and Oelwein that we could review to this end, and probably would need to conduct additional research.

ABANDONMENT ISSUES

Vacancy is in essence, city rot. If allowed to take hold, it spreads, and in time, will destroy the whole if not treated. Criminologist William Spelman found that, in Austin, “crime rates on blocks with open abandoned buildings were twice as high as rates on matched blocks without open buildings.” Communities are like fabric. The more people cross paths, the higher the thread count. If we traced the paths of people, as they came across one another face to face, we would have a set of lines. The more lines, the stronger the fabric, the stronger the sense of community. When we have a high thread count, a community is strong, resilient, hard to pull apart. When those lines are few, the fabric is weak, and comes apart easily. When property is abandoned, that section of fabric begins to rot and the thread deteriorates. Most people will then avoid that area, but worse, some will seek it out.

Vacant property has a significant impact on property values both to the property itself, but also all the adjacent parcels. In this, it significantly reduces the amount of property taxes government can collect. It has an effect on income tax and sales tax in the area and again reduces the tax base. It dampens civic pride and affects the way people feel about their city leading to apathy and negativity. The deterioration of legacy buildings is one of the single greatest contributors to a community’s lack of self-esteem. It decreases tourism and economic development efforts. It increases crime and risk of fire. A study completed by Place Economics based on a study by RMA showed that a vacant, average sized, mixed-use, downtown building, would cost upwards of \$200,000 annually in lost revenue and increased cost. A study done by the Toledo Blade in 2006 found that vacant property cost taxpayers \$3.8 million.

This rot is expensive. It destroys a community’s image, depresses residents, hinders tourism, depletes the tax base, decimates property values and overall, harms resident’s quality of life. So why do we accept it? Certainly blight leads to apathy and people stop caring, but that’s not the full story. I have talked with a number of city leaders regarding downtown vacancy and they say they avoid tackling the issue out of concern for the owner or fear of stirring up a property rights fight. This is a poor argument and demonstrates a lack of courage. An owner that isn’t maintaining their property is the one that is creating the property rights issue. Their decision to neglect their building damages surrounding property and the city as whole. They are not required to maintain ownership, but if they do, they have an obligation to make sure the property does not deteriorate. So it is a property rights issue after all and the delinquent owner is the one violating them, not the city for enforcing them. For some reason we understand this with residential property, but have a problem making the same case for downtown commercial property.

As far as sympathy for the property owner goes, there should be absolutely none. So often these buildings have been passed down. The current owner has likely never spent

a cent on the building and is content to collect what they can while it is still standing. When it burns, they can collect again. If it was purchased as an investment property, it doesn't merit any more sympathy. These owners are pulling more and more money out of the downtown while putting nothing back in. A building operates the same as a business and if nothing is invested, nothing will be returned. Property owners cannot be allowed to bleed the last dollars out of these buildings until they reach a point when the cost to renovate exceeds the value of the building. This is where a community is complicit. We can't stand by and watch these buildings melt into the street and assume it's not going to do irreparable damage, or just hope it gets better. It won't.

When downtown buildings begin to deteriorate and go vacant, a community is complicit for not stopping the decline. The cost is far, far too high to allow this rot to take hold and spread. All the tools are available for a community to combat vacancy and blight issues. Between stricter code enforcement, vacant property legislation, land banks, and more, there are so many ways to go about dealing with vacant property. There are certain extreme situations in significantly depressed communities where there are no buyers available at any price, but most cities are not in this situation. In most towns, when steps are taken, the problem lessens and the impacts are substantial. I recall the fire chief in Sandusky, Ohio telling me vacancy in their downtown was reduced by 60% in the first year of their vacant property registry. In a recent article in the New Yorker titled The Other Side of Broken Windows, regarding vacant property in Philadelphia "Simple treatments of abandoned buildings and vacant lots returned conservative estimates of between \$5.00 and \$26.00 in net benefits to taxpayers and between \$79.00 and \$333.00 to society at large, for every dollar invested." Noting that not only is it safer to address vacant property, but it also provides a huge cost savings.

Vacant property is the visible sign of community rot and in every instance leads to problems that aren't as visible and are much harder to address. Downtown is the center of the city and the rot will only spread outwards if allowed to take hold. The issue of vacant property must be tackled head-on if there is any hope of turning around a struggling community and its economy. All the tools are available to city leaders to combat this issue and considering the cost, there are no excuses for inaction.

- Jeff Siegler