



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, MARCH 16, 2021

Call to Order

Pledge of Allegiance

Swearing in of Illa Earnest Ward 3 Councilor

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, March 16, 2021 to be approved as proposed or amended.

Consent:

1. Council Minutes March 2, 2021
2. CIT Sewer Solutions, Heavy Cleaning and Televising, \$30,408.00.
3. Gronewold, Bell, Kyhnn & Co. P.C., Audit of Financial Statements for the Year Ended June 30, 2020, \$3,501.05.
4. A&R Land Services, Inc., ROW Services, \$900.00.
5. FOX Engineering, Water Treatment Plant Improvements, \$3,243.00.
6. FOX Engineering, Water Main Improvements Project, \$27,255.00.
7. FOX Engineering, North 4th Avenue Street and Utility Improvements, \$395.00.
8. FOX Engineering, Sanitary Sewer Extension, \$7,025.00.
9. JP's 207, 207 West Main St., Class C Liquor License (LC) (Commercial), Sunday Sales, Catering Privilege. **(renewal)**
10. Department Reports

Claims & Financial Reports:

- Claims for March 16, 2021
- Financials for February 2021

SPECIAL PRESENTATION

- Mayoral Proclamation – Junior Achievement Day April 1, 2021
- Nuisance Report

- Washington County Hospital and Clinics KidzFest 2021 – May 21, 2021
- Washington Chamber of Commerce Event Requests
- Sunday Night Church in the Park – Washington First Assembly of God Event Requests – 3-9 p.m. on May 30, June 27, July 25, August 29
- Palm Sunday Parade Request – March 28, 2021
- UP Church Worship in Central Park Requests – 9:30-11:30 a.m. on May 30, June 27, July 25, August 29

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

PUBLIC HEARING

- Public Hearing on Adopting a Development Agreement/Sale of NLW Subdivision Lots (Matnic, LLC)
- Discussion and Consideration of a Resolution Adopting a Development Agreement/Sale of NLW Subdivision Lots (Matnic, LLC)

NEW BUSINESS

1. Discussion and Consideration of an Agreement with C.J. Cooper and Associates Inc. for Drug and Alcohol Screening Services
2. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer
3. Discussion and Consideration of Purchase of Fire Department Air Bottles
4. Discussion and Consideration of Pay Application 9 (Partial Release of Retainage) North 4th Ave. Improvements
5. Discussion and Consideration or Revised Council Minutes from December 15, 2020
6. Discussion and Consideration of a Resolution Endorsing an Application for an All-Star Community Award (Municipal Campus)
7. Discussion and Consideration of Second Reading of an Ordinance Vacating a Portion of a Street (600 Block of East Tyler Cul-de-Sac)

WORKSHOP

- Chapter 55 – Animal Protection and Control Ordinance Revisions; Possible Consideration of Second Reading of an Ordinance Amending Chapter 55
- Discussion on Wellness Park Agreements

DEPARTMENTAL REPORT

Police Department
 City Attorney
 City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor

Illa Earnest

Steven Gault

Elaine Moore

Danielle Pettit-Majewski

Fran Stigers

Millie Youngquist

ADJOURNMENT

Council Minutes 3-2-2021

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, March 2nd, 2021 at 6:00 P.M. Mayor Pro-tem Youngquist in the chair. On roll call present: Gault, Moore, Pettit-Majewski (via Zoom), and Stigers.

Absent: Rosien

Motion by Gault, seconded by Stigers, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, March 2, 2021 be approved as amended. Motion carried.

Consent:

1. Council Minutes February 16, 2021
2. Garden & Associates, Reconstruction of Adams Street and 12th Street, \$5,673.82.
3. Garden & Associates, Buchanan Street Paving Project, \$5,524.15.
4. Garden & Associates, Business Park Subdivision – Phase 2, \$1,581.64.
5. Kevin Olson, January and February Services, \$1,520.34.
6. Department Reports

Motion by Stigers, seconded by Pettit-Majewski, to approve the Consent items 1-6. Motion carried.

Consent – Other:

1. Garden & Associates, Wellness Park R.O.W. Acquisition in Sections 7 & 18, 75-7, \$4,792.97.

Motion by Pettit-Majewski, seconded by Stigers, to approve Consent – Other items 1. Motion carried. Gault voted “no”.

Claims for March 2, 2021 were presented by Finance Director Kelsey Brown.

Motion by Gault, seconded by Pettit-Majewski, to approve the claims for March 2, 2021. Motion carried.

A special event request was presented by Sonia Leyva with Latinos for Washington to hold a Latino Festival on June 6, 2021 with a backup date of September 18, 2021.

Motion by Moore, seconded by Gault, to approve the special event request for Latinos for Washington Festival. Motion carried.

Washington Public Library Director Bryna Walker presented the library’s Fiscal Year 20 annual report.

Presentation from the Public: none.

Mayor Pro-tem Youngquist announced that now is the time for public hearing on authorizing the issuance of \$1,470,000 General Obligation Capital Loan Notes.

No written or oral objections were received.

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

Motion by Moore, seconded by Stigers, to approve a Resolution Instituting Proceedings to Take Additional Action (\$1,470,000 G.O. Issuance). Roll call on the motion: Ayes: Gault, Pettit-Majewski, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-012)**

Motion by Pettit-Majewski, seconded by Stigers, to approve a Resolution Authorizing the Issuance and Levying a Tax for the Payment Thereof (\$1,385,000 G.O. Issuance). Roll call on the motion: Ayes: Gault, Pettit-Majewski, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-013)**

Mayor Pro-tem Youngquist announced that now is the time for public hearing Adopting the FY22 Budget.

No written or oral objections were received.

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

Motion by Gault, seconded by Stigers, to approve a Resolution Adopting the FY22 Budget. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-014)**

Motion by Gault, seconded by Moore, to approve a farm lease with Jeff and Jason Bell. Motion carried.

Motion by Stigers, seconded by Gault, to approve of wastewater treatment plant repairs with JC Cross Company for \$18,935. Motion carried.

Motion by Moore, seconded by Stigers, to approve of water tank inspections to Midco for \$5,438. Motion carried.

Motion by Stigers, seconded by Moore, to approve of an Engagement Agreement with PFM Financial Advisors (SEC Compliance Filings). Motion carried.

Motion by Stigers, seconded by Moore, to approve a Resolution Extending the Temporary Treatment Agreement Amendment with IRE for 120 days. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-015)**

Motion by Gault, seconded by Moore, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-016)**

Motion by Stigers, seconded by Gault, to Set a Public Hearing on a Proposed Development Agreement for the NLW Subdivision with Matnic, LLC for 6 p.m. March 16, 2021. Mayor Rosien joined by Zoom and spoke in favor of the proposal. Motion carried.

Mayor Rosien left the council meeting at 7:20 p.m.

Motion by Pettit-Majewski, seconded by Stigers, to approve a Resolution Adopting a Memorandum of Understanding with Washington County Mini-Bus and ECICOG for the Mini-Bus Facility Grant Application. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-017)**

Motion by Stigers, seconded by Gault, to approve a Resolution Endorsing an Application for Washington County Riverboat Foundation Grant Funds for Pickleball Courts. Roll call on the motion: Ayes: Pettit-Majewski, Stigers, and Youngquist. Nays: Gault and Moore. Motion failed, requires a quorum of the full Council in favor.

Council held discussion, in which Moore called for more attention to existing soccer fields, and Pettit-Majewski spoke in favor of grant funding for outdoor activities like pickleball.

Motion by Gault, seconded by Pettit-Majewski, to reconsider the Resolution Endorsing an Application for Washington County Riverboat Foundation Grant Funds for Pickleball Courts. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Stigers, and Youngquist. Nays: Moore. Motion carried.

Motion by Pettit-Majewski, seconded by Stigers, to approve a Resolution Endorsing an Application for Washington County Riverboat Foundation Grant Funds for Pickleball Courts. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-018)**

Motion by Stigers, seconded by Gault, to approve the First Reading of an Ordinance Vacating a Portion of a Street (600 Block of East Tyler Cul-de-Sac). Roll call on the motion: Ayes: Gault, Pettit-Majewski, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve a Grant Application for an Electrical Vehicle Charge Station Not to Exceed \$15,000. Motion carried.

City Administrator Brent Hinson announced the listed closed session was not needed, as the property for discussion had already sold.

Motion by Gault, seconded by Stigers, that the Regular Session held at 6:00 p.m., Tuesday, March 2, 2021, is adjourned at 8:11 p.m.

Sally Y. Hart, City Clerk

Invoice



530 Dubois Avenue
 PO Box 203
 Mc Callsburg, Iowa 50154

3/1/2021	4993
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Phone # 515-434-2248

Fax # 515-338-0340 www.citsewer.com

City of Washington
 215 E Washington St
 Washington, IA 52353

P.O. No.	Due Date	Project
	3/2/2021	

Description	Quantity	Rate	Amount
Heavy Cleaning and Televising for City of Washington - 3/1/21			
Mobilization	5	300.00	1,500.00
Heavy Cleaning by the hour	50.68	300.00	15,204.00
Televising Truck by the hour	50.68	300.00	15,204.00
Good Customer Discount	-5	300.00	-1,500.00
<i>VB 3/4/21</i>			

E-mail
 office@citsewer.com

\$30,408.00

CIT Sewer Solutions offers E-mailed Invoices and Credit Card payments. A Convenience Fee of 3% will be charged on all credit card payments. Please let us know if you would like to use these services.

Gronewold, Bell, Kyhnn & Co. P.C.

1910 E. 7th Street
P.O. Box 369
Atlantic, IA 50022
712-243-1800

CITY OF WASHINGTON
215 EAST WASHINGTON ST.
WASHINGTON, IA 52353

Invoice No. 27618
Date 02/28/2021
Client No. 03793

Audit of financial statements for the year ended June 30, 2020, including required compliance testing in accordance with the Single Audit Act and Uniform Guidance and presentation to the City Council.		\$ 16,775.00
	Total For Services	16,775.00
Lodging	\$ 470.34	
Postage, copies and supplies	104.45	
Meals	275.89	
Mileage	<u>375.37</u>	
	Total For Expenses	<u>1,226.05</u>
	Total	18,001.05
	Progress Applied	<u>(14,500.00)</u>
	Current Amount Due	\$ <u>3,501.05</u>

Interest at 18% per annum will be charged on any balance not paid within 30 days of receipt of invoice.

A & R Land Services, Inc.

1609 Golden Aspen Drive, Suite 104
 Ames, IA 50010
 515-337-1197

Invoice No. WAS-MUR-2021-1

INVOICE

Customer

Name City of Washington, Iowa, c/o Brent D. Hinson
 Address 215 East Washington Street
 City Washington State IA ZIP 52353
 Phone 319-653-6584

Date 3/11/2021
 Order No. WAS-MUR-2021

Qty	Description	Unit Price	TOTAL
	<u>JANUARY 2021</u>		
12	ROW Services for City of Washington, Iowa 2021 Murphy Acquisition	\$75.00	\$900.00
	Mileage for project trips taken.	\$0.560	
	Color copies/printing.	\$0.50	
	Black and white copies/printing.	\$0.10	
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
	SubTotal		\$900.00
	Shipping & Handling		\$0.00
	Taxes Iowa		
	TOTAL		\$900.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
 CC # _____
 Expires _____

Office Use Only: Customer will be charged 1.5% interest per month for any invoices past due over 30 days.

Agreed expenses include: mileage at current the Federal rate, lodging at GSA's current rate, per diem at GSA's current rate, postage, copies/printing at 10 cents per black & white page and 50 cents per color page, telephone calls, and any other project-related expenses to be billed to client based on actual expense.

Your Expert Right of Way Resource



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

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

Invoice number 47451
 Date 02/28/2021

Project **342416A Washington Water Treatment
 Plant Improvements**

Professional Services for the Period of 1/31/2021 to 2/27/2021

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	126,460.00	100.00	126,460.00	126,460.00	0.00
Final Design	177,830.00	100.00	177,830.00	177,830.00	0.00
Bidding	16,780.00	100.00	16,780.00	16,780.00	0.00
Total	321,070.00	100.00	321,070.00	321,070.00	0.00

Standard Hourly Rate Phases

General Consulting
 Professional Fees

	Billed Amount
	3,243.00
General Consulting subtotal	3,243.00
Invoice total	\$3,243.00

Approved by:

Steven J. Trayer

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



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

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

Invoice number 47529
 Date 02/28/2021

Project 342420B 2021 Washington Water Main Improvements

Professional Services for the Period of 1/31/2021 to 2/27/2021

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
General Consultation	2,500.00	0.00	0.00	0.00	0.00
Preliminary Design	56,500.00	100.00	53,675.00	56,500.00	2,825.00
Final Design	49,000.00	37.00	0.00	18,130.00	18,130.00
Bidding Phase	8,600.00	0.00	0.00	0.00	0.00
Property Survey	9,000.00	90.00	1,800.00	8,100.00	6,300.00
Topographic Survey	9,600.00	90.00	8,640.00	8,640.00	0.00
Construction Administration	57,100.00	0.00	0.00	0.00	0.00
Post Construction Record Drawings	7,600.00	0.00	0.00	0.00	0.00
Total	199,900.00	45.71	64,115.00	91,370.00	27,255.00

Invoice total \$27,255.00

Approved by:

Steven P. Soupir

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



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

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

Invoice number 47534
 Date 02/28/2021

Project 711419A N 4th Avenue Street and Utility Improvements

Professional Services for the Period of 1/31/2021 to 2/27/2021

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection	1,000.00	100.00	1,000.00	1,000.00	0.00
N. 4th Avenue Improvements Scoping Study	8,200.00	100.00	8,200.00	8,200.00	0.00
N. 2nd Avenue Stormwater Pump Station Evaluation	8,300.00	100.00	8,300.00	8,300.00	0.00
Preliminary Design	82,500.00	100.00	82,500.00	82,500.00	0.00
Final Design	71,000.00	100.00	71,000.00	71,000.00	0.00
Bidding & Negotiaton	9,500.00	100.00	9,500.00	9,500.00	0.00
Property Boundary Survey	7,500.00	100.00	7,500.00	7,500.00	0.00
Topographic Survey	9,500.00	100.00	9,500.00	9,500.00	0.00
Construction Administration	65,000.00	100.00	65,000.00	65,000.00	0.00
Post Construction Record Drawings	7,900.00	5.00	0.00	395.00	395.00
Construction Staking	19,500.00	100.00	19,500.00	19,500.00	0.00
Total	289,900.00	97.41	282,000.00	282,395.00	395.00

Invoice total **\$395.00**

Approved by:

Steven P. Soupir

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



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

City of Washington
 PO Box 516
 Washington, IA 52353

Invoice number 47526
 Date 02/28/2021

Project 204520A Washington 2020 Sanitary
 Sewer Extension

Professional Services for the Period of 1/31/2021 to 2/27/2021

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	7,100.00	50.00	0.00	3,550.00	3,550.00
Final Design	5,250.00	0.00	0.00	0.00	0.00
Bidding	3,900.00	0.00	0.00	0.00	0.00
Boundary Survey	3,100.00	45.00	0.00	1,395.00	1,395.00
Topographic Survey	2,600.00	55.00	0.00	1,430.00	1,430.00
Construction Administration	9,200.00	0.00	0.00	0.00	0.00
Post Construction	1,200.00	0.00	0.00	0.00	0.00
Construction Staking	2,100.00	0.00	0.00	0.00	0.00
Geotechnical Report	6,500.00	10.00	0.00	650.00	650.00
Total	40,950.00	17.16	0.00	7,025.00	7,025.00

Invoice total **\$7,025.00**

Approved by:

Steven P. Soupir

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

Applicant License Application (LC0039133)

Name of Applicant: <u>JARON PRICE, LLC</u>		
Name of Business (DBA): <u>JP's 207</u>		
Address of Premises: <u>207 W Main Street</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business <u>(319) 321-5365</u>		
Mailing <u>207 W Main Street</u>		
City <u>Washington</u>	State <u>IA</u>	Zip: <u>52353</u>

Contact Person

Name <u>Jaron P Rosien</u>		
Phone: <u>(319) 321-5365</u>	Email <u>jaron.jps207@gmail.com</u>	

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 05/01/2021

Expiration Date: 04/30/2022

Privileges:

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

Status of Business

BusinessType: <u>Limited Liability Company</u>		
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>	

Ownership

Jaron P Rosien

First Name: Jaron P **Last Name:** Rosien
City: Washington **State:** Iowa **Zip:** 52353
Position: Manager
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Owners Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Washington Volunteer Fire Department

Meeting Minutes

March 3, 2021

Call to order at 7:00 pm

December Fires:

4 City Fires	\$1,290
1 Rural Fires	\$1,000
Drills	<u>\$ 0</u>
Total	\$ 2,290

Meeting opened with Chief DeLong in charge. Minutes were read from last meeting; Charles motioned to approve; seconded by Ron; motion approved. Treasurer report was read; Zach motioned to approve; seconded by Scott; motion approved.

Motion to pay bills by Zach; second by Scott; motion passed.

Communications: Nothing

Committees: **Social:** Leftovers from trustee meeting; thanks to everyone who helped with preparing and serving the meal at the trustee meeting.

Pancake: Looking at upgrading patty machines; further discussion in the future

Gun Raffle: Tickets are currently being sold

Dance: Nothing

Rescue Discussion

Old Business: EMR/EMS still scheduled at the end of April. New pagers have been handed out, and new radios are in service as of March 1. Front seat passenger in fire apparatuses should be the radio operator. Dispatch will communicate which Ops and Ground channels to use during a call. Air pack grant with FEMA ran into some difficulties; therefore, application was not submitted. In the meantime, new bottles will be purchased to stay in compliance. UTV doors and lights have been installed. Trustee meeting was well attended and good discussions.

New Business: Bill Dusenbery presented his resignation after 26 years of service. Motion by Joe to make Bill Dusenbery an honorary member; seconded by Jerry; motion approved. Thanks to Bill for his many years of service. Work is being done on updating city ID certifications. The \$100 registration fee for the KeWash marathon will be redirected to Washington PD charity. The second Covid 19 shot this Friday at the hospital. March 17 training at 5:30 will tour the schools. April 21 training will be cutting cars. Burn Trailer will be on April 24th at 9 a.m.

Discussion of Calls – Went over investigation of house explosion.

Roll taken; Motion to adjourn by Randy Tisor; seconded by Scott; motion passed at 7:45 p.m.

Minutes completed by: *Philip Morris* - secretary

MAINTENANCE & CONSTRUCTION DEPT. REPORT

2-20-21/3-5-21

STREETS: Personnel cold mixed a few areas on & off. Some new sign posts were installed due to damaged posts around the City. Personnel installed 4 new No Parking signs and posts in the 500 block of North Marion Ave & North Iowa Ave.

WATER DISTRIBUTION: Personnel had 13 water shut offs for nonpayment. Personnel repaired 3 water main breaks all on North 8th Ave between East 7th and East 9th. Totalling 7 main breaks for 2021, these were all 4 inch CIP, where 2 sleeves were used on shears and the third under a storm line had a 12 ft piece of 4 inch PVC installed. Personnel repaired a gate valve box on West 5th St.

SEWER COLLECTION: Personnel jetted and used the root saw in a sanitary sewer main, traveling 600 ft located at South Ave F-West Adams St.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced #330 backhoe, new PD vehicle (fasten loose brackets on radio), WWTP vehicle (rebuild front end:ball joints, tie rod ends, wheel bearings, stabilizer, drag links and grease hubs), Parks truck (rotate tires), #630 backhoe , PD 009, WWTP 501 and check over Trailblazer for PD to travel with (rotate tires, thermostat-cooling system, alternator, battery, repair tail light, salt eliminator on under carriage and check brakes).

OTHER: Personnel responded to 21 One Call Locate requests including a design locate for FOX Eng on both water main projects on East Main and West Madison St.

. Personnel hauled numerous loads of sand and rock to the stock piles.

*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.



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

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

Jason Chalupa
Sergeant

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

Tanner Lavelly
Police Officer

Christopher Raymer
Police Officer

Ethan Hansen
Police Officer

Department Activity February 2021

An officer was injured during an arrest at a domestic violence incident in early February and is currently on light-duty status. Other officers are picking up extra shifts to fill the schedule.

Tobacco compliance checks were completed at 13 retailers during the month of February and all establishments were in compliance.

We hosted the Leadership Washington class in February with Sgt. Altenhofen and Investigator VanWilligen providing a tour of the new facility and a demonstration with intoxication simulation goggles.

Lt. Altenhofen attended a week-long National Tactical Officer's Association leadership training in Ames.

Several officers participated in ICAP's training webinar on De-escalation and Implicit Bias.

Respectfully submitted,



Jim Lester
Chief of Police

**Washington Police Department
Activity & Offense Summary
For the Month of February 2021**

Activity	Previous Month	Current Month	Year-To-Date
Citations / Warnings	26	44	70
Traffic Stops	61	33	61
Traffic Accidents	13	17	13
Parking Tickets	8	7	15
Vehicle Unlocks	23	46	69
Arrest Warrants Served	8	2	10
Search Warrants Served	1	2	3
Calls for Service	388	328	716
Animal Calls	23	20	23
Mental Health Responses / Suicidal Subjects	9	7	16
Arrests	17	35	52

Offense Summary

Offenses	Previous Month	Current Month	Year-To-Date
Assaults	2	3	5
Domestic Assault	1	1	2
No Contact Order Violation	0	2	2
Burglary	0	2	0
Burglary to a Motor Vehicle	0	0	0
Criminal Mischief / Vandalism	2	2	4
Disorderly Conduct	0	0	0
Driving While Intoxicated (OWI)	0	2	2
Drunkenness (Public Intoxication)	0	1	1
Drug Offenses	3	1	4
Drug Paraphernalia	2	1	3
Sexual Abuse	1	0	1
Theft (includes Shoplifting)	4	6	10
Trespass	2	1	3
Pornography / Obscene Material	0	0	0
Weapons Laws Violations	0	0	0

This chart indicates a summary of the types of offenses the Washington Police Department responded to during the reporting period. Some offense types are combined to simplify this report. It should also be noted that an offense does not always result in an arrest. Calls for service do not always include requests to return phone calls, instances where officers are approached while on patrol for minor issues or requests for assistance from other agencies such as probation / parole checks.

**WWTP report
March 16th, 2021
Council meeting**

- **After hour alarm and dog call outs –**
2-27-2021 WWTP Alarm, plant sub drain station alarm 5:06p.m. Dalton
- **Dept Head meetings –**I attended the meetings on March 2nd,9th
- **Virtual Training-** Parker and I have been doing some virtual training for CEUs (Continuing Education Units) to keep up our certifications for renewal this year.
- **UV equipment-**The UV equipment will be put in service 3-12-2021. It is required to be in 3-15-2021
- **Tree Removal-**We had Trent Greiner remove two trees that were located between the dog pound building and our exterior high fence. The trees were dead or dying, he could remove them safely without damaging the building or fence with his equipment.
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
- **WWTP February 2021, Discharge Monitoring Report (DMR) –** Average daily flow **1.749 million gallons (mg)**, maximum daily flow **4.206 mg**, minimum daily flow **1.115 mg**. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for January = **>1.08"** (recorded at the WWTP).

CBOD5 removal 85% required	result = 98.39 %
Influent CBOD5 monthly total =	510.6 mg/L
Effluent CBOD5 monthly total =	8.19 mg/L

TSS removal 85% required	result = 98.73 %
Influent TSS monthly total =	842.3 mg/L
Effluent TSS monthly total =	10.66 mg/L

***Due to all Effluent samples being under detection levels the results are counted as 0**

**Jason Whisler
3/12//2021 8:00 A.M.**

Water Treatment Plant: February 2021 Council Report

Here is a summary of major updates and activities from the Water Treatment Department in February, 2021.

Street/traffic lights: The 2 street lights on the south side of HWY 92 at the Wal-Mart intersection are currently not working. Joe Marie is going to get them fixed when he gets his bucket truck out to fix the 2 street lights in front of Ross Auto.

Water Plant Operations: Got budget finalized for next fiscal year. Submitted January MOR to the DNR. Attended on-line training with IRWA, DNR and AWIA. Worked on the CCR for the April newsletter. We have been working on the dead meter list. Will read book 7. We collected routine monthly bacteria samples; results were absent. We also collected Boyd's yearly bacteria sample; it also came back good. We changed bag filters. Our monthly bulk chemicals were filled up. We collected our monthly well levels. Midwest Alarms installed a cellular dialer for alarm system. Received bids from Iowa pumps and Electric pumps for pump and motor service agreement. Electric Pump is who we are going with. Received quotes for tank inspections and cleaning, Midco was awarded the bid. Worked and communicated well with CIT during the sewer televising.

Operators: Will is scheduled to take his Grade I Water Distribution exam in March. I will be scheduling my Grade III Water Distribution exam in March and taking it in April. Will and I both had our hearing exam. Meetings I attended were weekly staff meetings and City Council Budget meeting. If you have any questions or concerns don't hesitate to call or email. Thanks, stay safe!

Water Plant Superintendent: Kyle W

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
MARCH 16, 2021**

POLICE	ACE-N-MORE	SUPPLIES	52.17	
	AMAZON CAPITAL SERVICES	CLOCK	64.19	
	BDH TECHNOLOGY LLC	IT CONTRACT	522.00	
	COBB OIL CO, INC.	FUEL	1,166.93	
	CUSTOM IMPRESSIONS INC	MEMORIAL PLAQUE	144.95	
	IAPE	MEMBERSHIP RENEWAL	50.00	
	INTOXIMETERS INC	PBT-GTSB GRANT	395.00	
	IOWA POLICE CHIEFS ASSOCIATION	ANNUAL CONFERENCE	135.00	
	KCTC	PHONE & INTERNET	360.21	
	MOORE'S BP AMOCO, INC.	TOWING	307.00	
	PRO-VISION	STORAGE	30.00	
	QUALITY INN & SUITES STARLITE VILLAGE	LODGING- SHAMUS ALTENHOFEN	364.00	
	RAY O'HERRON CO.,INC.	EQUIPMENT	1,011.53	
	STOP STICK LTD.	REPLACEMENT	493.00	
	SYNNEX FINANCIAL SERVICES	LEASING	604.26	
	UPS	SHIPPING	11.37	
	VERIZON WIRELESS	WIRELESS PHONE SERVICE	838.19	
		TOTAL	6,549.80	
	FIRE	ACE-N-MORE	SUPPLIES	62.26
		ALL AMERICAN PEST CONTROL	PEST CONTROL	31.25
ARMSTRONG HEATING & AIR CONDITIONING I		FILTER	8.40	
CINTAS CORP LOC. 342		TOWEL SERVICE	100.05	
COBB OIL CO, INC.		FUEL	77.27	
IOWA FIRE CHIEFS ASSN.		MEMBERSHIP RENEWAL	25.00	
KCTC		PHONE & INTERNET	206.69	
MIDWEST BREATHING		AIR TEST	166.28	
VERIZON WIRELESS		WIRELESS PHONE SERVICE	120.03	
		TOTAL	797.23	
DEVELOPMENT SERVICES		ACE-N-MORE	GLOVES/CHIP KEY	105.96
		AMAZON CAPITAL SERVICES	PRINTER PARTS	433.94
		AMERICAN HEART ASSOCIATION, INC	SAFETY SUPPLIES	406.50
	CINTAS FIRST AID & SAFETY	FIRST AID CABINET SUPPLIES	38.27	
	COBB OIL CO, INC.	FUEL	83.43	
	COLEMAN CONSTRUCTION INC.	SNOW REMOVALS	560.00	
	VERIZON WIRELESS	WIRELESS PHONE SERVICE	184.53	
	WMPF GROUP LLC	LEGAL ADVERTISING	9.43	
		TOTAL	1,822.06	
	LIBRARY	ACE-N-MORE	BUILDING REPAIR	89.34
ALL AMERICAN PEST CONTROL		PEST CONTROL	31.25	
ALLIANT ENERGY		ALLIANT ENERGY	2,745.38	
BAIN, JOHN R.		BOOK	18.14	
BAKER & TAYLOR		LIBRARY MATERIALS	578.42	
BLACKSTONE PUBLISHING		LIBRARY MATERIALS	92.83	
CENTRAL IOWA DISTRIBUTING		JANITORIAL SUPPLIES	180.80	
CINTAS FIRST AID & SAFETY		SAFETY CABINET SUPPLIES	47.27	
DEMCO		OFFICE SUPPLIES	159.66	
J & S ELECTRONIC BUSINESS SYSTEMS, INC		COPIER CONTRACT & COPIES	197.50	
KCTC		PHONE & INTERNET	468.02	
PRARIE LIGHTS		BOOKS	75.63	
WMPF GROUP LLC		EMPLOYMENT ADVERTISING	142.47	
		TOTAL	4,826.71	
PARKS		ACE-N-MORE	WP CONCESSION	44.98
		ALLIANT ENERGY	ALLIANT ENERGY	2,321.81

AMAZON CAPITAL SERVICES	HEDGE TRIMMER/WRENCHES/POLE	238.46
COBB OIL CO, INC.	FUEL	168.10
CUSTOM IMPRESSIONS INC	BANNER	340.00
KCTC	PHONE & INTERNET	119.78
MENARDS	SUPPLIES FOR NEW TRUCK	351.76
MIDWEST WHEEL	RUNNING BOARDS	364.16
VERIZON WIRELESS	WIRELESS PHONE SERVICE	41.51
WASHINGTON CO EXTENSION	APPLICATORS REGISTRATION	30.00
WASHINGTON RENTAL	CHAIN SAW OIL	12.26
	TOTAL	4,032.82

POOL	ALLIANT ENERGY	ALLIANT ENERGY	163.64
	HAWKEYE ELECTRIC MOTORS	POOL PUMP REPAIR	788.00
	KCTC	PHONE & INTERNET	85.94
		TOTAL	1,037.58

CEMETERY	ACE-N-MORE	ICE MELT	59.13
	ATCO INTERNATIONAL	ICE MELT	364.00
	COBB OIL CO, INC.	FUEL	344.23
	KCTC	PHONE & INTERNET	155.62
		TOTAL	922.98

FINANCIAL ADMIN	ACE-N-MORE	JANITORIAL SUPPLIES	32.96
	ALL AMERICAN PEST CONTROL	PEST CONTROL	31.25
	ALLIANT ENERGY	ALLIANT ENERGY	22.08
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	82.80
	CINTAS CORP LOC. 342	RUG SERVICE	42.80
	CUSTOM IMPRESSIONS INC	ENGRAVED SIGN	10.10
	GOOGLE LLC	MONTHLY SERVICE	396.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	120.00
	IOWA COMMUNITIES ASSURANCE POOL	ADDITL COVERAGE-NEW RADIO	132.00
	JP'S	CATERING-EMPLOYEE RECOGNIT	600.00
	KCII	ADVERTISING	97.32
	KCTC	PHONE & INTERNET	947.07
	PACE PAYMENT SYSTEMS	ONLINE PAYMENT ADMIN FEE	20.00
	PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE LEASE	313.44
	ROTARY CLUB OF WASHINGTON	DUES AND MEMBERSHIP	129.30
	RUNNING ROBOTS	WEB HOSTING AND MAINT	498.00
	VERIZON WIRELESS	WIRELESS PHONE SERVICE	86.52
	WASH CHAMBER OF COMMERCE	ADVERTISING	175.00
	WASH CO AUDITOR	SPECIAL ELECTION COSTS	1,312.28
	WASH CO RECORDER	FILING FEES	29.00
	WASH COUNTY MINIBUS	LOST- MARCH	17,236.99
	WMPF GROUP LLC	ADVERTISING	982.75
		TOTAL	23,297.66

AIRPORT	ACE-N-MORE	SUPPLIES	16.58
	JAMIESON, JEAN	FEBRUARY CLEANING	147.00
	VERIZON WIRELESS	WIRELESS PHONE SERVICE	50.93
	WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	186.59
		TOTAL	401.10

ROAD USE	ACE-N-MORE	SUPPLIES/SNOWBLOWER PARTS	35.14
	COBB OIL CO, INC.	FUEL	2,091.48
	DOUDS STONE LLC	ROADSTONE	382.67
	IOWA PRISON INDUSTRIES	SIGNS	132.00
	KIMBALL MIDWEST	SUPPLIES	411.93
	MIDWEST WHEEL	CHAINS	611.93
	MOORE'S BP AMOCO, INC.	TOWING	195.00
	NORRIS ASPHALT & PAVING	MATERIAL	1,560.85
	WASH CO TREASURER	ROAD SALT	3,337.23

	ZARNOTH BRUSH WORKS	GUTTER BROOMS FOR SWEEPER	2,057.60
		TOTAL	10,815.83
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	10,501.07
	IDEAL READY MIX	ST LIGHT FIX ON BLVD	209.50
		TOTAL	10,710.57
HOUSING REHAB	WASH CO TREASURER	534 S MARION AVE-PROP TAXES	357.00
		TOTAL	357.00
CAPITAL PROJECTS	BSN SPORTS LLC	BENCHES FOR DUGOUTS	5,934.00
	COMMUNICATIONS ENGINEERING CO	INSTALLATION-COMM SERVICES	3,186.93
	KING'S MATERIAL INC.	STONE PARKING BARRIERS	3,675.00
	ULINE	WELLNESS PARK TRASH RECEIPT	2,340.29
		TOTAL	15,136.22
INDUSTRIAL DEVELOP	WASH CO TREASURER	BUSINESS PARKI	2,839.00
	WEDG	WEDGE SHARE- 915 E TYLER B	3,638.57
		TOTAL	6,477.57
K-9 PROGRAM	DOGS FOR LAW ENFORCEMENT	K-9 TRAINING	350.00
		TOTAL	350.00
SAFETY FUND	CITY OF WASH - PETTY CASH	SAFETY BUCKS FOR APPR DINN	300.00
		TOTAL	300.00
LIBRARY GIFT	BAKER & TAYLOR	LIBRARY MATERIALS	60.09
	LIBRARY FURNITURE INERNATIONAL, INC	TEEN LOUNGE FURNITURE	4,765.00
	PRARIE LIGHTS	BOOKS	36.19
		BOOKS	23.98
		TOTAL	4,885.26
WATER PLANT	ACE-N-MORE	PORTABLE HEATER	19.99
	ALL AMERICAN PEST CONTROL	PEST CONTROL	31.25
	ALLIANT ENERGY	ALLIANT ENERGY	14,361.10
	COBB OIL CO, INC.	FUEL	17.67
	GLOBAL PAYMENTS	DC/CC ADMIN FEE	1,396.24
	GOMEZ, ALFREDO	1-58900-03	12.82
	HADDEN, TARA	1-18410-07	18.32
	IA DEPT OF REVENUE	WET TAX	7,126.00
	JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	19.60
	KCTC	PHONE & INTERNET	160.62
	SCOTT, TREVOR A.	1-02230-00	63.50
	STOUT, JENNIFER	1-62070-11	102.50
	VERIZON WIRELESS	WIRELESS PHONE SERVICE	46.51
		TOTAL	23,376.12
WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	24.56
	ALLIANT ENERGY	ALLIANT ENERGY	49.24
	AMAZON CAPITAL SERVICES	SAFETY SHIRTS	476.40
	BRINNING, JACOB	BOOT REIMBURSEMENT	100.00
	CHEMSEARCH FE	SUPPLIES	277.50
	CINTAS FIRST AID & SAFETY	SAFETY CABINET SUPPLIES	43.30
	COBB OIL CO, INC.	FUEL	170.24
	DOUDS STONE LLC	1" CLEAN STONE	167.67
	GLANDON, SETH	BOOT REIMBURSEMENT	100.00
	MARTIN EQUIPMENT OF IA-IL	PARTS/DRIVESHAFT/GUARD KIT	1,620.41

ULINE	SAND BAGS	129.00
VERIZON WIRELESS	WIRELESS PHONE SERVICE	89.53
WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	116.12
	TOTAL	3,363.97

SEWER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	575.99
ATCO INTERNATIONAL	LIFTSTATION SUPPLIES	450.00
CAPPER CHRYSLER DODGE JEEP RAM	#502 FRONT END REPAIR	198.00
CINTAS FIRST AID & SAFETY	FIRST AID CABINET SUPPLIES	58.36
COBB OIL CO, INC.	FUEL	174.23
GREINER, TRENT	TREE REMOVAL BEHIND DOG PO	350.00
IA DEPT OF REVENUE	SALES TAX	2,127.00
IGRAPHIX, INC	SHIPPING-H2S METER CALIBRATION	41.99
O'REILLY AUTOMOTIVE INC	OIL FOR MOTORS	17.99
USA BLUEBOOK	FLAG/CHEMICALS	364.14
VERIZON WIRELESS	WIRELESS PHONE SERVICE	139.53
WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	278.31
YOTTYS, INC.	GOLF CART TUNE UP	257.00
	TOTAL	5,032.54

SEWER COLLECTION

ALLIANT ENERGY	ALLIANT ENERGY	1,955.65
COBB OIL CO, INC.	FUEL	802.12
MARTIN EQUIPMENT OF IA-IL	GUARD KIT	369.28
MID-AM RES. CHEMICAL CORP	SUPPLIES	700.63
UPS	SHIPPING	12.57
USA BLUEBOOK	SEWER JET PART	104.57
VERIZON WIRELESS	WIRELESS PHONE SERVICE	93.02
WASHINGTON DISCOUNT TIRE	TIRE REPAIR	144.90
WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	116.11
	TOTAL	4,298.85

SANITATION

JOHNSON COUNTY REFUSE INC	CITY SITE PICKUP	500.00
	REFUSE AND RECYCLING	47,262.50
	TOTAL	47,762.50

SELF INSURANCE

EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	366.52
	TOTAL	366.52

TOTAL 176,920.89

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
MARCH 16, 2021**

POLICE

ACE-N-MORE	SUPPLIES	52.17
AMAZON CAPITAL SERVICES	CLOCK	64.19
BDH TECHNOLOGY LLC	IT CONTRACT	522.00
COBB OIL CO, INC.	FUEL	1166.93
CUSTOM IMPRESSIONS INC	MEMORIAL PLAQUE	144.95
IAPE	MEMBERSHIP RENEWAL	50.00
INTOXIMETERS INC	PBT-GTSB GRANT	395.00
IOWA POLICE CHIEFS ASSOCIATION	ANNUAL CONFERENCE	135.00
KCTC	PHONE & INTERNET	360.21
MOORE'S BP AMOCO, INC.	TOWING	307.00
PRO-VISION	STORAGE	30.00
QUALITY INN & SUITES STARLITE VILLAGE	LODGING- SHAMUS ALTENHOFEN	364.00
RAY O'HERRON CO.,INC.	EQUIPMENT	1011.53
STOP STICK LTD.	REPLACEMENT	493.00
SYNNEX FINANCIAL SERVICES	LEASING	604.26
UPS	SHIPPING	11.37
VERIZON WIRELESS	WIRELESS PHONE SERVICE	838.19
	TOTAL	6549.80

FIRE

ACE-N-MORE	SUPPLIES	62.26
ALL AMERICAN PEST CONTROL	PEST CONTROL	31.25
ARMSTRONG HEATING & AIR CONDITIONING I	FILTER	8.40
CINTAS CORP LOC. 342	TOWEL SERVICE	100.05
COBB OIL CO, INC.	FUEL	77.27
IOWA FIRE CHIEFS ASSN.	MEMBERSHIP RENEWAL	25.00
KCTC	PHONE & INTERNET	206.69
MIDWEST BREATHING	AIR TEST	166.28
VERIZON WIRELESS	WIRELESS PHONE SERVICE	120.03
	TOTAL	797.23

DEVELOPMENT SERVICES

ACE-N-MORE	GLOVES/CHIP KEY	105.96
AMAZON CAPITAL SERVICES	PRINTER PARTS	433.94
AMERICAN HEART ASSOCIATION, INC	SAFETY SUPPLIES	406.50
CINTAS FIRST AID & SAFETY	FIRST AID CABINET SUPPLIES	38.27
COBB OIL CO, INC.	FUEL	83.43
COLEMAN CONSTRUCTION INC.	SNOW REMOVALS	560.00
VERIZON WIRELESS	WIRELESS PHONE SERVICE	184.53
WMPF GROUP LLC	LEGAL ADVERTISING	9.43
	TOTAL	1822.06

LIBRARY

ACE-N-MORE	BUILDING REPAIR	89.34
ALL AMERICAN PEST CONTROL	PEST CONTROL	31.25
ALLIANT ENERGY	ALLIANT ENERGY	2745.38
BAIN, JOHN R.	BOOK	18.14
BAKER & TAYLOR	LIBRARY MATERIALS	578.42
BLACKSTONE PUBLISHING	LIBRARY MATERIALS	92.83
CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	180.80
CINTAS FIRST AID & SAFETY	SAFETY CABINET SUPPLIES	47.27

DEMCO
 J & S ELECTRONIC BUSINESS SYSTEMS, INC
 KCTC
 PRARIE LIGHTS
 WMPF GROUP LLC

PARKS

ACE-N-MORE
 ALLIANT ENERGY
 AMAZON CAPITAL SERVICES
 COBB OIL CO, INC.
 CUSTOM IMPRESSIONS INC
 KCTC
 MENARDS
 MIDWEST WHEEL
 VERIZON WIRELESS
 WASHINGTON CO EXTENSION
 WASHINGTON RENTAL

POOL

ALLIANT ENERGY
 HAWKEYE ELECTRIC MOTORS
 KCTC

CEMETERY

ACE-N-MORE
 ATCO INTERNATIONAL
 COBB OIL CO, INC.
 KCTC

FINANCIAL ADMIN

ACE-N-MORE
 ALL AMERICAN PEST CONTROL
 ALLIANT ENERGY
 CENTRAL IOWA DISTRIBUTING
 CINTAS CORP LOC. 342
 CUSTOM IMPRESSIONS INC
 GOOGLE LLC
 IMPRESSIONS COMPUTERS, INC
 IOWA COMMUNITIES ASSURANCE POOL
 JP'S
 KCII
 KCTC
 PACE PAYMENT SYSTEMS
 PITNEY BOWES GLOBAL FINANCIAL SERVICES
 ROTARY CLUB OF WASHINGTON
 RUNNING ROBOTS
 VERIZON WIRELESS
 WASH CHAMBER OF COMMERCE
 WASH CO AUDITOR
 WASH CO RECORDER
 WASH COUNTY MINIBUS

OFFICE SUPPLIES 159.66
 COPIER CONTRACT & COPIES 197.50
 PHONE & INTERNET 468.02
 BOOKS 75.63
 EMPLOYMENT ADVERTISING 142.47
TOTAL 4826.71

WP CONCESSION 44.98
 ALLIANT ENERGY 2321.81
 HEDGE TRIMMER/WRENCHES/POLE 238.46
 FUEL 168.10
 BANNER 340.00
 PHONE & INTERNET 119.78
 SUPPLIES FOR NEW TRUCK 351.76
 RUNNING BOARDS 364.16
 WIRELESS PHONE SERVICE 41.51
 APPLICATORS REGISTRATION 30.00
 CHAIN SAW OIL 12.26
TOTAL 4032.82

ALLIANT ENERGY 163.64
 POOL PUMP REPAIR 788.00
 PHONE & INTERNET 85.94
TOTAL 1037.58

ICE MELT 59.13
 ICE MELT 364.00
 FUEL 344.23
 PHONE & INTERNET 155.62
TOTAL 922.98

JANITORIAL SUPPLIES 32.96
 PEST CONTROL 31.25
 ALLIANT ENERGY 22.08
 JANITORIAL SUPPLIES 82.80
 RUG SERVICE 42.80
 ENGRAVED SIGN 10.10
 MONTHLY SERVICE 396.00
 COMPUTER MAINTENANCE 120.00
 ADDITL COVERAGE-NEW RADIO 132.00
 CATERING-EMPLOYEE RECOGNIT 600.00
 ADVERTISING 97.32
 PHONE & INTERNET 947.07
 ONLINE PAYMENT ADMIN FEE 20.00
 POSTAGE LEASE 313.44
 DUES AND MEMBERSHIP 129.30
 WEB HOSTING AND MAINT 498.00
 WIRELESS PHONE SERVICE 86.52
 ADVERTISING 175.00
 SPECIAL ELECTION COSTS 1312.28
 FILING FEES 29.00
 LOST- MARCH 17236.99

WMPF GROUP LLC	ADVERTISING	982.75
	TOTAL	23297.66
AIRPORT		
ACE-N-MORE	SUPPLIES	16.58
JAMIESON, JEAN	FEBRUARY CLEANING	147.00
VERIZON WIRELESS	WIRELESS PHONE SERVICE	50.93
WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	186.59
	TOTAL	401.10
ROAD USE		
ACE-N-MORE	SUPPLIES/SNOWBLOWER PARTS	35.14
COBB OIL CO, INC.	FUEL	2091.48
DOUDS STONE LLC	ROADSTONE	382.67
IOWA PRISON INDUSTRIES	SIGNS	132.00
KIMBALL MIDWEST	SUPPLIES	411.93
MIDWEST WHEEL	CHAINS	611.93
MOORE'S BP AMOCO, INC.	TOWING	195.00
NORRIS ASPHALT & PAVING	MATERIAL	1560.85
WASH CO TREASURER	ROAD SALT	3337.23
ZARNOTH BRUSH WORKS	GUTTER BROOMS FOR SWEEPER	2057.60
	TOTAL	10815.83
STREET LIGHTING		
ALLIANT ENERGY	ALLIANT ENERGY	10501.07
IDEAL READY MIX	ST LIGHT FIX ON BLVD	209.50
	TOTAL	10710.57
HOUSING REHAB		
WASH CO TREASURER	534 S MARION AVE-PROP TAXES	357.00
	TOTAL	357.00
CAPITAL PROJECTS		
BSN SPORTS LLC	BENCHES FOR DUGOUTS	5934.00
COMMUNICATIONS ENGINEERING CO	INSTALLATION-COMM SERVICES	3186.93
KING'S MATERIAL INC.	STONE PARKING BARRIERS	3675.00
ULINE	WELLNESS PARK TRASH RECEIPT	2340.29
	TOTAL	15136.22
INDUSTRIAL DEVELOP		
WASH CO TREASURER	BUSINESS PARKI	2839.00
WEDG	WEDGE SHARE- 915 E TYLER B	3638.57
	TOTAL	6477.57
K-9 PROGRAM		
DOGS FOR LAW ENFORCEMENT	K-9 TRAINING	350.00
	TOTAL	350.00
SAFETY FUND		
CITY OF WASH - PETTY CASH	SAFETY BUCKS FOR APPR DINN	300.00
	TOTAL	300.00
LIBRARY GIFT		
BAKER & TAYLOR	LIBRARY MATERIALS	60.09
LIBRARY FURNITURE INERNATIONAL, INC	TEEN LOUNGE FURNITURE	4765.00
PRARIE LIGHTS	BOOKS	36.19
	BOOKS	23.98
	TOTAL	4885.26
WATER PLANT		
ACE-N-MORE	PORTABLE HEATER	19.99
ALL AMERICAN PEST CONTROL	PEST CONTROL	31.25

ALLIANT ENERGY	ALLIANT ENERGY	14361.10
COBB OIL CO, INC.	FUEL	17.67
GLOBAL PAYMENTS	DC/CC ADMIN FEE	1396.24
GOMEZ, ALFREDO	1-58900-03	12.82
HADDEN, TARA	1-18410-07	18.32
IA DEPT OF REVENUE	WET TAX	7126.00
JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	19.60
KCTC	PHONE & INTERNET	160.62
SCOTT, TREVOR A.	1-02230-00	63.50
STOUT, JENNIFER	1-62070-11	102.50
VERIZON WIRELESS	WIRELESS PHONE SERVICE	46.51
	TOTAL	23376.12

WATER DISTRIBUTION

ACE-N-MORE	SUPPLIES	24.56
ALLIANT ENERGY	ALLIANT ENERGY	49.24
AMAZON CAPITAL SERVICES	SAFETY SHIRTS	476.40
BRINNING, JACOB	BOOT REIMBURSEMENT	100.00
CHEMSEARCH FE	SUPPLIES	277.50
CINTAS FIRST AID & SAFETY	SAFETY CABINET SUPPLIES	43.30
COBB OIL CO, INC.	FUEL	170.24
DOUDS STONE LLC	1" CLEAN STONE	167.67
GLANDON, SETH	BOOT REIMBURSEMENT	100.00
MARTIN EQUIPMENT OF IA-IL	PARTS/DRIVESHAFT/GUARD KIT	1620.41
ULINE	SAND BAGS	129.00
VERIZON WIRELESS	WIRELESS PHONE SERVICE	89.53
WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	116.12
	TOTAL	3363.97

SEWER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	575.99
ATCO INTERNATIONAL	LIFTSTATION SUPPLIES	450.00
CAPPER CHRYSLER DODGE JEEP RAM	#502 FRONT END REPAIR	198.00
CINTAS FIRST AID & SAFETY	FIRST AID CABINET SUPPLIES	58.36
COBB OIL CO, INC.	FUEL	174.23
GREINER, TRENT	TREE REMOVAL BEHIND DOG PO	350.00
IA DEPT OF REVENUE	SALES TAX	2127.00
IGRAPHIX, INC	SHIPPING-H2S METER CALIBRATION	41.99
O'REILLY AUTOMOTIVE INC	OIL FOR MOTORS	17.99
USA BLUEBOOK	FLAG/CHEMICALS	364.14
VERIZON WIRELESS	WIRELESS PHONE SERVICE	139.53
WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	278.31
YOTTYS, INC.	GOLF CART TUNE UP	257.00
	TOTAL	5032.54

SEWER COLLECTION

ALLIANT ENERGY	ALLIANT ENERGY	1955.65
COBB OIL CO, INC.	FUEL	802.12
MARTIN EQUIPMENT OF IA-IL	GUARD KIT	369.28
MID-AM RES. CHEMICAL CORP	SUPPLIES	700.63
UPS	SHIPPING	12.57
USA BLUEBOOK	SEWER JET PART	104.57
VERIZON WIRELESS	WIRELESS PHONE SERVICE	93.02
WASHINGTON DISCOUNT TIRE	TIRE REPAIR	144.90
WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	116.11

	TOTAL	4298.85
SANITATION		
JOHNSON COUNTY REFUSE INC	CITY SITE PICKUP	500.00
	REFUSE AND RECYCLING	47262.50
	TOTAL	47762.50
SELF INSURANCE		
EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	366.52
	TOTAL	366.52
	TOTAL	176920.89

**CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
FEBRUARY 28, 2021**

FUND	2/1/2021 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	2/28/2021 ENDING CASH BALANCE
001-GENERAL FUND	1,165,731.00	53,623.36	-	231,994.98	-	987,359.38
002-AIRPORT FUND	318,111.71	8,559.45	-	2,264.78	-	324,406.38
010-CHAMBER REIMBURSEMENT	12,051.83	7,195.93	-	6,258.67	-	12,989.09
011-MAIN STREET REIMBURSEMENT	(16,905.00)	-	-	3,743.92	-	(20,648.92)
012-WEDG REIMBURSEMENT	3,911.48	7,552.10	-	6,882.24	-	4,581.34
050-DOWNTOWN INCENTIVE GRANT	32,000.00	-	-	-	-	32,000.00
110-ROAD USE	700,838.82	84,030.13	-	397,454.18	-	387,414.77
112-EMPLOYEE BENEFITS	-	3,043.40	-	3,043.40	-	-
114-EMERGENCY LEVY	-	280.98	-	280.98	-	-
122-LOST DEBT SERVICE	127,970.00	-	-	-	-	127,970.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	94,401.79	-	-	-	-	94,401.79
125-UNIF COMM UR-NE IND	3,039.79	-	-	3,039.79	-	-
127-UNIF COMM UR - BRIARWOOD	10,436.53	-	-	9,700.62	-	735.91
129-SC RES UR	4,069.57	4,683.55	-	-	-	8,753.12
132-UNIF COMM UR - EBD	20,357.64	-	-	20,357.64	-	-
133-UNIF COMM UR-IRE	55,439.18	-	-	55,439.18	-	-
134-DOWNTOWN COMM UR	63,888.71	99.74	-	63,988.45	-	-
145-HOUSING REHABILITATION	346.97	-	-	300.00	-	46.97
146-LMI TIF SET-ASIDE	110,290.77	-	-	-	-	110,290.77
200-DEBT SERVICE	347,861.63	4,197.66	-	-	-	352,059.29
300-CAPITAL EQUIPMENT	34,605.42	10,394.75	-	36,123.17	-	8,877.00
301-CAPITAL PROJECTS FUND	(997,920.69)	626,082.68	-	215,898.73	-	(587,736.74)
308-INDUSTRIAL DEVELOPMENT	422,421.57	8,652.37	-	9,258.57	-	421,815.37
309-MUNICIPAL BUILDING	281,784.04	13.71	-	-	-	281,797.75
310-WELLNESS PARK	386,697.89	18.81	-	-	-	386,716.70
311-SIDEWALK REPAIR & REPLACE	42,549.24	-	-	-	-	42,549.24
312-TREE REMOVAL & REPLACE	29,386.01	-	-	-	-	29,386.01
315-RESIDENTIAL DEVELOPMENT	42,451.38	-	-	-	-	42,451.38
510-MUNICIPAL BAND	3,963.16	-	-	-	-	3,963.16
520-DOG PARK	4,579.10	-	-	-	-	4,579.10
530-TREE COMMITTEE	6,119.67	2,890.00	-	33.95	-	8,975.72
540-POLICE FORFEITURE	3,559.72	-	-	-	-	3,559.72
541-K-9 PROGRAM	2,167.82	-	-	76.55	-	2,091.27
545-SAFETY FUND	4,410.50	-	-	-	-	4,410.50
550-PARK GIFT	45,113.18	0.29	-	-	-	45,113.47
570-LIBRARY GIFT	357,558.61	2,920.43	-	94.45	-	360,384.59
580-CEMETERY GIFT	10,888.00	-	-	3,400.00	-	7,488.00
600-WATER UTILITY	573,092.86	146,585.10	-	179,953.10	-	539,724.86
601-WATER DEPOSIT FUND	30,050.00	900.00	-	900.00	-	30,050.00
603-WATER CAPITAL PROJECTS	173,909.09	25,000.00	-	34,516.00	-	164,393.09
610-SANTTARY SEWER	1,013,552.16	246,888.99	-	218,845.64	-	1,041,595.51
613-SEWER CAPITAL PROJECTS	-	1,140.00	-	1,140.00	-	-
670-SANITATION	79,131.06	46,351.15	-	47,786.22	-	77,695.99
950-SELF INSURANCE	347,672.92	356.08	-	2,929.06	-	345,099.94
951-UNEMPLOYMENT SELF INS	73,610.54	82.17	-	-	-	73,692.71
TOTAL BALANCE	6,104,365.67	1,291,542.83	-	1,555,704.27	-	5,840,204.23

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	816,674.86 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	555,830.30	0.20%
Wash St - Farm Mgmt Acct	141,858.67	
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	0.65%
Wash St Bank - CD 1/14/2019	516,155.85	0.65%
Wash St Bank - CD 08/30/2018	267,203.69	0.65%
Wash St Bank - ISC Account	2,542,130.89	0.55%
TOTAL CASH IN BANK	5,840,204.26	

(1) Washington State Bank	918,973.00
Outstanding Deposits & Checks/Wages payable	(102,298.14)
	816,674.86

**CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
FEBRUARY 28, 2021**

FUND	7/1/2020 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	2/28/2021 ENDING CASH BALANCE
001-GENERAL FUND	1,029,564.55	2,417,103.49	-	2,459,308.66	-	987,359.38
002-AIRPORT FUND	291,086.69	159,354.72	-	126,035.03	-	324,406.38
010-CHAMBER REIMBURSEMENT	8,603.72	57,242.31	-	52,856.94	-	12,989.09
011-MAIN STREET REIMBURSEMENT	-	45,000.00	-	65,648.92	-	(20,648.92)
012-WEDG REIMBURSEMENT	1,218.93	33,191.31	-	29,828.90	-	4,581.34
050-DOWNTOWN INCENTIVE GRANT	80,500.00	-	-	48,500.00	-	32,000.00
110-ROAD USE	841,454.14	731,031.98	-	1,185,071.35	-	387,414.77
112-EMPLOYEE BENEFITS	-	413,565.81	-	413,565.81	-	-
114-EMERGENCY LEVY	-	37,301.02	-	37,301.02	-	-
121-LOCAL OPTION SALES TAX	-	659,348.24	-	659,348.24	-	-
122-LOST DEBT SERVICE	-	155,940.00	-	27,970.00	-	127,970.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	59,503.35	35,048.44	-	150.00	-	94,401.79
125-UNIF COMM UR-NE IND	-	3,039.79	-	3,039.79	-	-
127-UNIF COMM UR - BRIARWOOD	-	10,436.53	-	9,700.62	-	735.91
129-SC RES UR	-	46,798.12	-	38,045.00	-	8,753.12
132-UNIF COMM UR - EBD	-	20,357.64	-	20,357.64	-	-
133-UNIF COMM UR-IRE	-	55,439.18	-	55,439.18	-	-
134-DOWNTOWN COMM UR	-	67,518.62	-	67,518.62	-	-
145-HOUSING REHABILITATION	31,261.81	350.00	-	31,564.84	-	46.97
146-LMI TIF SET-ASIDE	96,822.84	13,467.93	-	-	-	110,290.77
200-DEBT SERVICE	-	524,426.47	-	172,367.18	-	352,059.29
300-CAPITAL EQUIPMENT	175,402.31	85,394.75	-	251,920.06	-	8,877.00
301-CAPITAL PROJECTS FUND	3,372,993.14	2,579,811.08	-	6,540,540.96	-	(587,736.74)
305-RIVERBOAT FOUND CAP PROJ	-	298,333.25	-	298,333.25	-	-
308-INDUSTRIAL DEVELOPMENT	417,305.37	137,189.21	-	132,679.21	-	421,815.37
309-MUNICIPAL BUILDING	397,332.12	5,124.48	-	120,658.85	-	281,797.75
310-WELLNESS PARK	808,285.14	623,571.77	-	1,045,140.21	-	386,716.70
311-SIDEWALK REPAIR & REPLACE	2,701.24	45,000.00	-	5,152.00	-	42,549.24
312-TREE REMOVAL & REPLACE	38,598.25	-	-	9,212.24	-	29,386.01
315-RESIDENTIAL DEVELOPMENT	64,966.02	17,874.72	-	40,389.36	-	42,451.38
510-MUNICIPAL BAND	3,963.16	-	-	-	-	3,963.16
520-DOG PARK	4,579.10	-	-	-	-	4,579.10
530-TREE COMMITTEE	9,142.34	9,487.00	-	9,653.62	-	8,975.72
540-POLICE FORFEITURE	3,559.72	-	-	-	-	3,559.72
541-K-9 PROGRAM	2,504.42	-	-	413.15	-	2,091.27
545-SAFETY FUND	4,410.50	-	-	-	-	4,410.50
550-PARK GIFT	42,610.20	2,503.27	-	-	-	45,113.47
570-LIBRARY GIFT	349,599.39	21,575.59	-	10,790.39	-	360,384.59
580-CEMETERY GIFT	10,993.00	-	-	3,505.00	-	7,488.00
600-WATER UTILITY	363,065.09	1,178,245.75	-	1,001,585.98	-	539,724.86
601-WATER DEPOSIT FUND	30,055.00	14,850.00	-	14,855.00	-	30,050.00
602-WATER SINKING	-	40,142.31	-	40,142.31	-	-
603-WATER CAPITAL PROJECTS	-	264,029.10	-	99,636.01	-	164,393.09
610-SANITARY SEWER	761,156.55	1,584,056.63	-	1,303,617.67	-	1,041,595.51
612-SEWER SINKING	-	211,545.00	-	211,545.00	-	-
613-SEWER CAPITAL PROJECTS	-	187,364.92	-	187,364.92	-	-
670-SANITATION	101,916.53	381,014.42	-	405,234.96	-	77,695.99
950-SELF INSURANCE	328,089.11	48,417.11	-	31,406.28	-	345,099.94
951-UNEMPLOYMENT SELF INS	65,833.70	11,166.26	-	3,307.25	-	73,692.71
TOTAL BALANCE	9,878,247.43	13,232,658.22	-	17,270,701.42	-	5,840,204.23

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	816,674.86 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	555,830.30	0.20%
Wash St - Farm Mgmt Acct	141,858.67	
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	0.65%
Wash St Bank - CD 1/14/2019	516,155.85	0.65%
Wash St Bank - CD 08/30/2018	267,203.69	0.65%
Wash St Bank - ISC Account	2,542,130.89	0.55%
TOTAL CASH IN BANK	5,840,204.26	

(1) Washington State Bank	918,973.00
Outstanding Deposits & Checks/Wages payable	(102,298.14)
	816,674.86

City of Washington

Mayor Jaron Rosien

PROCLAMATION

WHEREAS, the City of Washington will observe Junior Achievement Day on April 1, 2021, as an opportunity to recognize and celebrate Junior Achievement of the Heartland for empowering our young people to own their economic success.

WHEREAS, Junior Achievement of the Heartland's educational contribution equips our young people to become the next generation of productive employees and self-sufficient citizens to ensure the economic prosperity of Washington.

WHEREAS, it is fitting for parents, educators, businesses and other members of the community to join in Junior Achievement's effort to ensure the future success and economic health of our young people and the communities in which they live.

NOW, THEREFORE, I, Jaron Rosien, Mayor of Washington, do hereby proclaim official recognition of April 1, 2021 as

Junior Achievement Day
in the City of Washington



Case Report

02/22/2021 - 03/11/2021

Case Date	Main Status	Actions Taken	Method of Warning	Parcel Address	Description
3/10/2021	Open		Hanger	1003 E 3RD ST	parked on grass
3/10/2021	Open		Hanger	1026 E 2ND ST	parked on grass
3/10/2021	Open		Hanger	1104 E 2ND ST	parked on grass
3/10/2021	Open		Hanger	620 S IOWA AVE	tires unlicense vehicle park on grass
3/10/2021	Open		Hanger	714 W MONROE ST	junk vehicles, park on grass
3/10/2021	Open		Phone Call	W 18TH ST UNIT A	TV&TIRES BY DUMPSTER
3/10/2021	Open		Phone Call	727 S 7TH AVE	garage needs repaired
3/9/2021	Open	took pictures	Hanger	903 E 3RD ST	indoor furniture outside
3/8/2021	Open		Letter	709 E JEFFERSON ST	garage needs repaired
3/5/2021	Open	letter to owner	Letter	620 W MADISON ST	Dead or diseased tree
3/5/2021	Open	letter to owner	Letter	606 W MADISON ST	Dead or diseased tree
3/4/2021	Open		Hanger	1115 E 3RD ST	vehicle on grass
3/3/2021	Closed		Hanger	701 E 14TH ST	truck on grass
3/3/2021	Open		Hanger	904 N 5TH AVE	truck on grass tires in yard
3/3/2021	Open		Hanger	603 N 5TH AVE	vehicle on grass

3/2/2021	Open		Hanger	431 S 7TH AVE	boat on grass
3/2/2021	Open		Hanger	903 S 3RD AVE	truck on grass
3/1/2021	Closed		Email	727 N C AVE	car on grass
3/1/2021	Open		Email	1003 W MADISON ST	political sign needs removed
2/25/2021	Closed		Letter	1001 N 6TH AVE	snow pushed in Street
2/24/2021	Closed		Hanger	819 E VAN BUREN ST	dumpster several months
2/23/2021	Closed		Phone Call	914 E 3RD ST	sidewalk needs clean
2/22/2021	Closed		Phone Call	702 HIGHLAND CT	sidewalk needs clean
2/22/2021	Closed		Email	502 E 10TH ST	sidewalk needs clean

Total Records: 24

3/12/2021

Memorandum

To: Washington City Council
From: Greta Clemons
Special Events Coordinator, WCHC
Date: March 5, 2021
Re: KidzFest

The WCHC KidzFest Committee is planning our 2021 event for Friday, May 14th from 4:30 pm - 7:30 pm and would like to request the use of Central Park and permission to impose parking and traffic restrictions around the park in the following manner:

- Block off the interior most parking lane surrounding the square beginning late the evening of Thursday, May 13th
- Expand the parking and traffic restrictions by blocking off the innermost center parking lane on the east and south sides of the Square and both center parking lanes on the north and west sides of the Square beginning at 12 noon on Friday, May 14th.
- Further expand the parking and traffic restrictions by blocking off all lanes on the north and west sides of the Square beginning at 4pm on Friday, May 14th

We are making this request to ensure the removal of vehicles and provide for more convenient event set-up throughout the day for our food vendors, pony rides, race cars, bounce houses, and fire trucks, as well as allowing us to provide safer surroundings for attendees.

KidzFest is a long-running health fair promoting health, wellness, and safety to our youth in Washington and the surrounding communities. In past years we have had attendance of 900+ children and their families.

We have followed up with Jim Lester, Brendan DeLong, JJ Bell and Nick Pacha to request proper equipment and to finalize the application to get approval from City Council. We will also plan to inform business and residential residents around the square about the restrictions the week of the event.

Thank you for your time and consideration in helping to make this event safe and successful!

*Jaron P. Rosien, Mayor
Sally Y. Hart, 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*

March 5, 2021

To: Mayor & City Council
CC: Brent Hinson, City Administrator

From: Sally Y. Hart
City Clerk

Re: KidzFest 2021

Due to an event already approved by council being held in Central Park on May 14th, WCHC has requested to hold Kidzfest in Central Park one week later. The new request is for KidzFest set up to begin on Thursday, May 20th with the event on Friday, May 21st.



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact Info: Illa Earnest, 319-653-6584 ext 131; learnest@washingtioniowa.gov

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

1. APPLICANT INFORMATION

Name/Event: WCHC's Kidzfest
Coordinator: Greta Clemans
Contact Number: 319-863-3921
Email Address: gclemans@wchc.org

2. EVENT INFORMATION

Event Description: Kidzfest is designed to promote health, wellness and safety to youth in Washington and the surrounding area. It is an evening of entertainment, activities and food for everyone.
Days/Dates of Event: ~~May 14, 2021~~ May 21st, 2021
Time(s) of Event: (Include Set Up/Tear Down Time) May 13th @ 8pm - May 14th @ 9:30pm
Event Location: Central Park

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: ²⁰ Block off the interior most parking lane surrounding the square beginning late the evening of May 13th. Expand the parking and traffic restrictions by blocking off the Intermost center parking lane off the east & south sides of the square & both center parking lanes on the North & West Sides of the square beginning @ 12 pm on May 14th. Further expand the parking & traffic restrictions by blocking off all lanes on the north and west sides of the square beginning @ 4pm on May 14th. ^{21st}

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

Post cards to businesses and residents in mailboxes

Other Requests

Temporarily park in a "No Parking" area location: _____

Use of City Park (specify park : _____)
Electrical Needs: from light posts (need uncovered please)

Walk/Run (attach map of route and indicate streets to be closed)

Fireworks (specify location :)

Use of gators/UTV/ATV on City streets

Parade (attach map of route and indicate streets to be closed)

Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Emergency "No Parking" Signs

Traffic cones

Picnic Tables

Yield signs for crosswalks

Garbage/Recycling Barrels

Street Sweeping following (parades)

Other (please specify :)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?

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

Will additional restrooms be brought to the site? Yes No If yes, how many? 2
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? Yes No If yes, how many? 7

Contact Person: Cindy Miller

Phone: 309-354-0047

7. INSURANCE

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

Certificate of Insurance provided and accepted Certificate of Insurance not required

8. AGREEMENT

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

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

[Signature]
 Applicant/Sponsor Signature

_____ Date

DEPARTMENT APPROVALS

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

_____ City Clerk Illa Earnest 319-653-6584 learnest@washingtioniowa.gov
 (Liquor Licenses) ext 131

Comments/Restrictions:

2/25/21 Police Chief Jim Lester 319-458-0264 jlester@washingtioniowa.gov

Comments/Restrictions:

3/3/21 Fire Chief ~~Tom Wide~~ ^{Brendan DeLong} 319-863-3332 firedept@washingtioniowa.gov

Comments/Restrictions: *manen & main st need to be easily accessible*

2/23/21 Streets JJ Bell 319-653-1538 jjbell@washingtioniowa.gov

Comments/Restrictions:

2/26/21 Parks Nick Pacha 319-321-4886 npacha@washingtioniowa.gov

Comments/Restrictions:

County Environmental Health (if serving food):
 Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us

Comments/Restrictions:

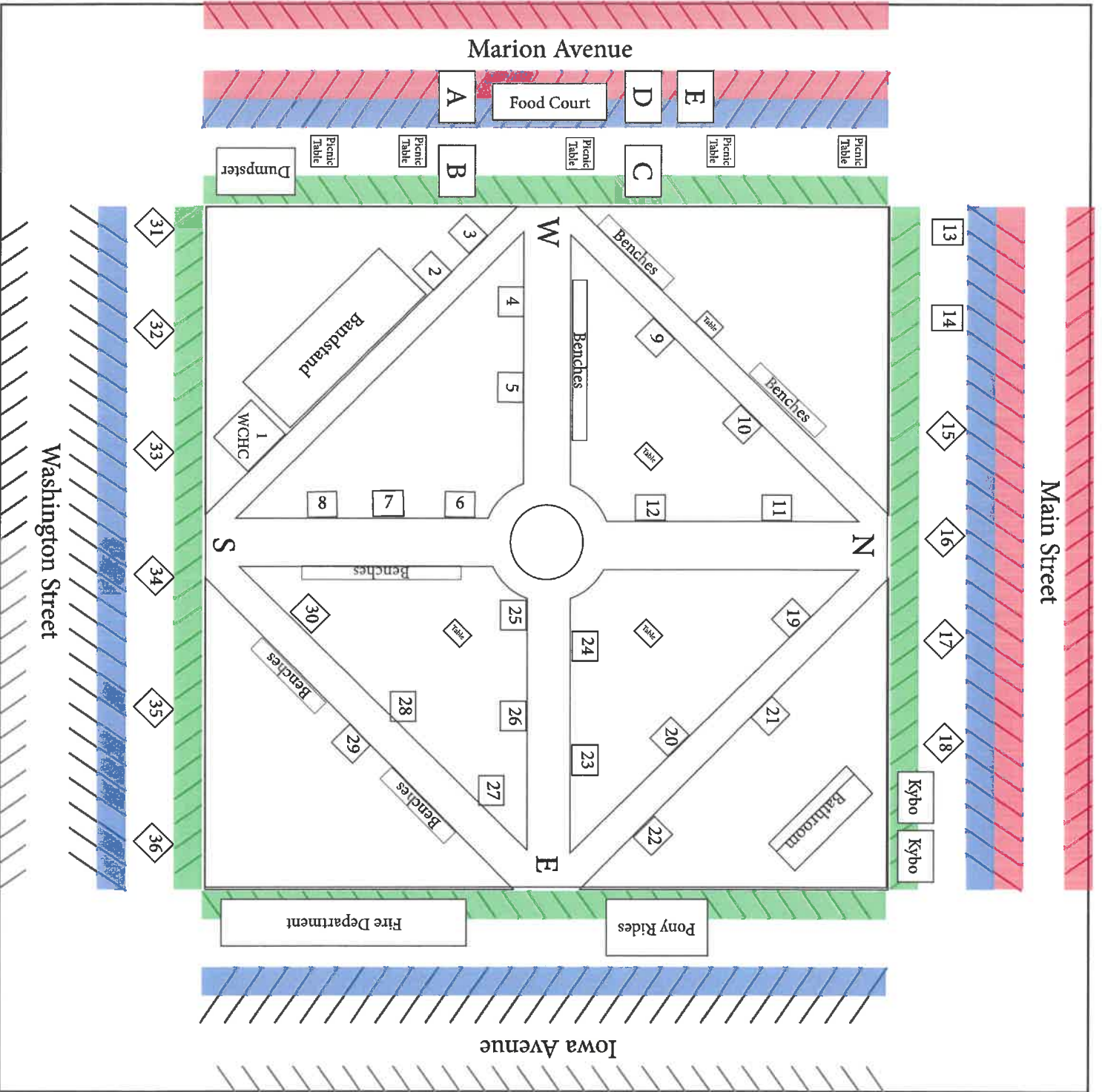
CITY COUNCIL APPROVAL

 City Clerk Signature

 Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____



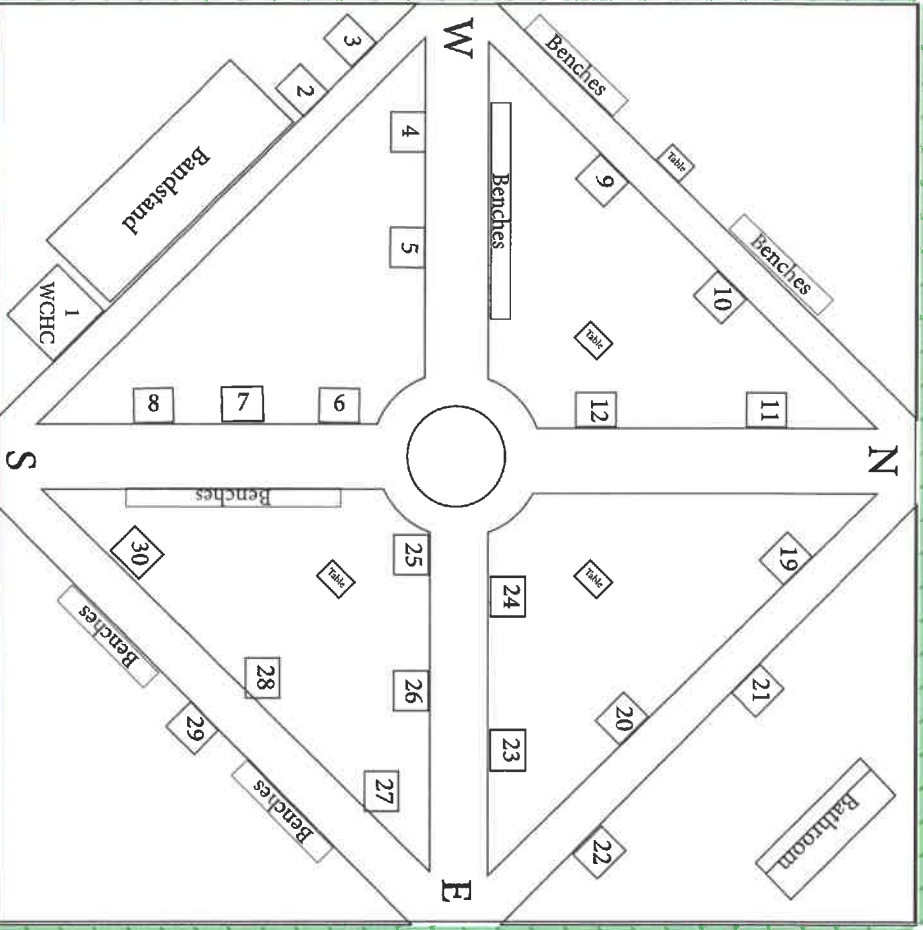
Main Street

13 14 15 16 17 18

Marion Avenue

A Food Court D E B C

Dumpster Picnic Table Picnic Table



Pony Rides Fire Department

Iowa Avenue

Washington Street

31 32 33 34 35 36

Thursday, May 13th, 8 pm

close parking spaces curbside of Central Park

Friday, May 14th, 12 pm

close inner most traffic lane and inner row of center parking around Central Park

Friday, May 14th, 4 pm

close remaining portion of Marion Avenue and Main Street (parking and traffic lane)
will have easily moveable barricades in case of emergency



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Illa Earnest, 319-653-6584 ext 131; iearnest@washingtioniowa.gov

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

1. APPLICANT INFORMATION

Name/Event: Craft Fair - Spring + Fall Summer Classic, Thursday Night Live
Chair: A-thon auction, Flightline Live
Coordinator: Alisha Davis

Contact Number: 319-750-1546

Email Address: alisha@washingtioniowa.org

2. EVENT INFORMATION

Event Description: Craft Fair, Summer Classic (Big Day, Ridiculous Days) Family Day
Thursday Night Live, Chair-A-thon auction community events in Central Park, Flightline Live concert at Municipal Airport
Days/Dates of Event: See maps attached

Time(s) of Event: (Include Set Up/Tear Down Time) See maps for details

Event Location: See maps for details

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: Antique Tractor Parade/Ridiculous Day

Parade: Saturday, June 5th @ 4-6 PM

Craft Fair: May 8th + September 11th 9am-3pm

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

Letter to residents + businesses within one month prior to events.

Other Requests

Temporarily park in a "No Parking" area
location: _____

Use of gators/UTV/ATV on City streets

Use of City Park (specify park :
Electrical Needs: OUTLETS FOR FOOD/

Parade (attach map of route and indicate
streets to be closed)

STAFF VENDORS
_____ Walk/Run (attach map of route and indicate
streets to be closed)

_____ Tent(s) to be used – over 400 sq ft or
canopies over 1,000 sq ft

_____ Fireworks (specify location :)

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Yield signs for crosswalks

_____ Emergency "No Parking" Signs

Garbage/Recycling Barrels

Traffic cones

Street Sweeping following (parades)

Picnic Tables

Other (please specify :)

Cleaning park

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?

YES.

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

Will additional restrooms be brought to the site? Yes _____ No If yes, how many? 10

Will handwashing/hand sanitizer stations be provided? Yes _____ No If yes, how many? 4 DOWNTOWN EVENTS UP FLIGHTLINE CORNER

Contact Person: Curry's Transportation Phone: 503-203-4100

7. INSURANCE

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

Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

8. AGREEMENT

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

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

Alexis Dant

3/11/21

Applicant/Sponsor Signature

Date

DEPARTMENT APPROVALS

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
<u>3/11/21</u>	City Clerk	<i>Illa Earnest</i> <i>Sally Hart</i>	319-653-6584 ext 131	<i>Sally Hart</i> iearnest@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/3/21</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/10/21</u>	Fire Chief	<i>Brendan DeLong</i> Tom Wide	319-863-3332	firedept@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/11/21</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/11/21</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/11/21</u>	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions:			

CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

Greetings everyone!

I am presenting our city council event requests for several Chamber community events that will be held from May-September at the next council meeting this coming Tuesday, March 16th.

Attached you will find the Special Events Application and maps/information for each event.

May 8th: Craft Fair: Spring Edition (Central Park) Request for Alcohol Beverage Booth Vendor for this year, pending her dram shop certificate.

June 3-August 12: Thursday Night Live Concert Series (Central Park Bandstand)

June 4: Summer Classic Family Day (Central Park)

June 5: Summer Classic Ag Day/Ridiculous Day (Central Park & Antique Tractor/Ridiculous Parade)

July 29: Chair-A-Thon Auction (Central Park Bandstand)

September 11: Fall Craft Fair (Central Park)

September 11: Flightline Live Concert (Washington Municipal Airport)

Thank you for continuing to help bring these events to the community and partner with us. I look forward to this year being much different than last year and can't wait to bring some joy to the community!

Feel free to call or email me for any questions.

Thank you!

Alisha Davis

Event Coordinator

Washington Chamber of Commerce
205 West Main Street, Washington, IA. 52353

Office: [\(319\) 653-3272](tel:3196533272)

Fax: [\(888\) 833-3529](tel:8888333529)

www.chamber.washingtونيowa.gov

alisha@washingtونيowa.org

Spring Craft Fair Map



Road Closure on Marion Ave. East Bound for food vendors. Alcohol Beverage Vendor request pending dram shop license.

Main Street



The standard booth size is 10ft. X 10ft.

Reserved Vendor Booths

Light Poles have electric outlets

Trees

Park Bench

Picnic Table

Water Fountain has water spigot for hose attachment

Created by and property of the
Washington Chamber of Commerce

Updated 3/11/21



2021 Spring Craft Fair Vendors

1. Fussy Junk: Refurbished furniture & crafts
2. Flory Restore & Decor: Repurposed furniture & farmhouse decorations
3. SenseGenCe/LipSense: Long lasting lip color, make up, skin care, hair care & body care
4. BJV & Co, LLC: Holy whistle that alerts wildlife of driving
7. Newton Fruit-n-Things: Amish preserves, pocket plus, seasonal produce
8. Truelys: All natural & eco-friendly bath & body care
12. The Pampered Chef: Kitchen supplies
13. Release the Kraken Bath & Body: Bath Products
14. Myrtle Tyrtle Creation: Fabric items-bibs, burp cloths, tooth fairy pillows, blankets, potholders
16. GraceMundt: Handcrafted polymer clay jewelry
17. Sass Family Farm: Fall produce, antiques & crafts
18. Riverbend Creations: Handmade vinyl crafts
19. LulaRoe: Clothing-womens, kids, teens & men's
20. Norwex: Eco-friendly home cleaning & personal care items
21. Fancy Pants & Fabulous Finds: American girl dolls & handmade crafts
22. Rural Roots Boutique: Women's Clothing
23. Aunt B's Crafts: Homemade wooden signs & home decor
24. Crazy Creations by Jenna: Handmade coasters, greeting cards, stickers and signs
25. Harvey's Custom Engravings: Custom Engraver of glass, mirrors, wood, metal
26. Life's Too Short: Hand painted, reimagined decor
28. Spoon River Valley Scenic Drive: Info booth & merchandise
29. Faith & Findings: Jewelry, magnets, etc. made from upcycled scrabble tiles, clay metal
30. Stuff A Bear And More
31. Hanna Banana Creations: Handmade signs, repainted furniture, thrift store upcycles, hand painted items.
32. Dot Dot Smile by Anuber Kline: Little girls dresses
33. Al Made: Jewelry, accessories, home décor, seasonal décor, t-shirts, wood items
34. Crafts: Decorated wooden boxes, horseshoe sun catchers, horseshoe picture frames
35. Thirty One Gifts: Bags, totes, thermals and organization solutions
36. Evans Elegant Dessert: Baked goods (cakes, cookies, breads, pies, etc.)
38. Java Dog Toys: Handmade dog toys, leashes, collars, snuffle mats & cat toys
39. Bower's Designs: Florals, lighted baskets, emu oil lotions, lotion sticks, soaps
40. ABC Design Company: Home gifts, cups, signs
41. Tupperware: Kitchen & storage solutions
42. Meadow & Brook Boutique: Women's clothing & accessories boutique with vintage home décor
43. See The Joy Boutique: Women's Fashion
44. A&D home spun design: Handmade shirts & crafts
45. Black Eyed Susan's Primitives: Paper Mache Halloween & Christmas, Primitive stitchery & handcrafted leather & pearl jewelry
46. Robin Miller: Stretchy Bracelets, Necklaces & Earrings
47. Kathleen Rose Designs: Handmade accessories, apparel & jewelry
48. Who's Barking Now: Gourmet dog treats, bulk dog treats and cat treats
49. Long Creek Candle Company, LLC: Soywax candles & melts
50. Sparetime: Pillows
51. Arbonne: Health & wellness
52. Kucera Fabrication & Repair, LLC: Metal signs, rustic & industrial furniture
53. G.G. & Company: Hand poured essential oil soap, perfumes, wax melts and incense, tie-dye, repurposed wine bottles, metal signage, jewelry, aprons, key chains
54. BJM Creations/ G.R.E.E.N: Photography items, mittens, puppets, bags
55. Long Creek Candle Company, LLC: Soywax candles & melts, auto air fresheners
57. B You Designs: Leather earrings & necklaces, onesies, shirts, koozies, tea towels, shadow boxes, makeup bags
58. Sweet Pea Boutique: Women's clothing and accessories
59. YoungDillon Creations: Rugs, signs, onesies, and more!
60. Paky's Pipes: Steam punk lamps & Home decor
61. & 62. Ah Jeez: Dry food mixes
63. Forever Bandanas: On collar pet bandanas
67. Anything Country Crafts: Seasonal wood décor, signs & sewn bowl koozies
68. Mama Llama's Barn: Candles, car freshies, Children's & women's boutique
69. I.E.T.'s Center for the Healing & Creative Arts: Mixed Media
70. Hollow Hill Designs: Metal yard art
71. Ah Jeez: Dry Food Mixes
72. The New You: Snap jewelry & accessories
73. Plain Sight Woodworking: Unique custom made wood products
74. K+D Jewelry Design: Handmade jewelry
75. Walker Family Farm: Alpaca apparel
76. Cosmic Creations: Signs, Yarn Tapestries, Fluid Art
77. Leaf Filter: Gutter protection
78. Cosmic Creations: Reverse canvas signs, pour paintings, crystals
79. LuSher: Jewelry
80. Custom Metal Art
81. Wooden Wheel Vineyards: Wine
82. Custom Woodcraft LLC: Hand turned items made of wood & resin, pens, wine bottle stoppers, ice cream scoops
83. The Art Nest: Artwork, Drawings, Pen, Paintings
84. Mary Kay: Beauty products
85. Mechanic's Gems: Handmade natural gemstone jewelry
86. Lily's Country Soaps: Farm fresh goat milk soaps, lip butters, bath milks, bubble bath truffles, wooden wick soy candles, melts
87. Sandy's Country Creations: Handmade wooden pallet furniture, wooden roses, pillows & cases, etc.
88. Designs by Dorcas: Barn quilts & word blocks
89. Bob Kling-Artist: Paintings & pottery in both oil & acrylic
90. Breezy's Biscuits 'n' Barks Dog Treats: Homemade all natural dog treats (certified by Iowa Dept. of Ag)
91. Burn's Crafts: Framed Puzzles
92. Designs by Jeanne: Jewelry and fused glass
93. Color Street: 100% Nail polish strips
94. Soft Scents Candle Shop: Soy candles, wax tarts & goat's milk soaps
95. Mystic Creations: Glycerin soaps & bath products
96. River Bottom Hill Co.: Tree of life jewelry & wire sculpture
98. Kucera Fabrication: Metal signs & barn wood furniture
99. GM Farms-Madsen's Goat Milk Soap: Goat milk soap & alpaca fiber products & yarn, lotion bars, shower melts, rice packs
100. Usborne Books & More: Kid's books
101. Melissas Tags: Home décor, gifts, apparel
102. Grampy's Designs: Handmade home decor
103. Jessica's Antiques: Hand built furniture, refinished trunks, stained glass windows



Find us on
Facebook

TAG US in your pictures!
#washingtoncraftshow

FOOD VENDORS

- F1- Lugo Gourmet Popcorn—Gourmet kettle & caramel popcorn
- F2- Ice Cream Shack—Walking tacos, nachos, homemade ice cream & shakes
- F3—Stone Wall Brick Oven Pizza—Homemade pizzas
- F4—Gabby's Snack—Mexican corn, fruit & snacks
- F5-Tiny Town-Puerto Rican
- F6-Salty Hog-BBQ
- F7-El Gringo Loco-Tacos

May 8th, 2021

9:00am-3:00pm

On the Square in Downtown
Washington

This Chamber event is brought to you by:
Repurpose It, Earthly Blessings,
Jaz It Up & The Village

DISCOVER A CLASSIC

Here for you, your family, and your business.

Washington Chamber of Commerce

www.chamber.washingtoniowa.org

info@washingtoniowa.org

319-653-3272



CRAFT VENDORS & BOOTH NUMBERS
Some changes may apply depending on late registrations and cancellations

THURSDAY NIGHT *Live*

July 16	Mad Creek Mudcats
July 23	Patrick Hazel
July 30	The Lone Soul
August 6	A Way Way Way Off Broadway Revue
August 13	James Crossroads
August 20	The Boys
August 27	Pennies on the Rail



**THURSDAYS IN CENTRAL PARK
AT 6:00PM**
Farmers Market : 5:00 pm
Thursday Night Live : 6:00 pm - 7:00 pm



Presenting
Sponsor:



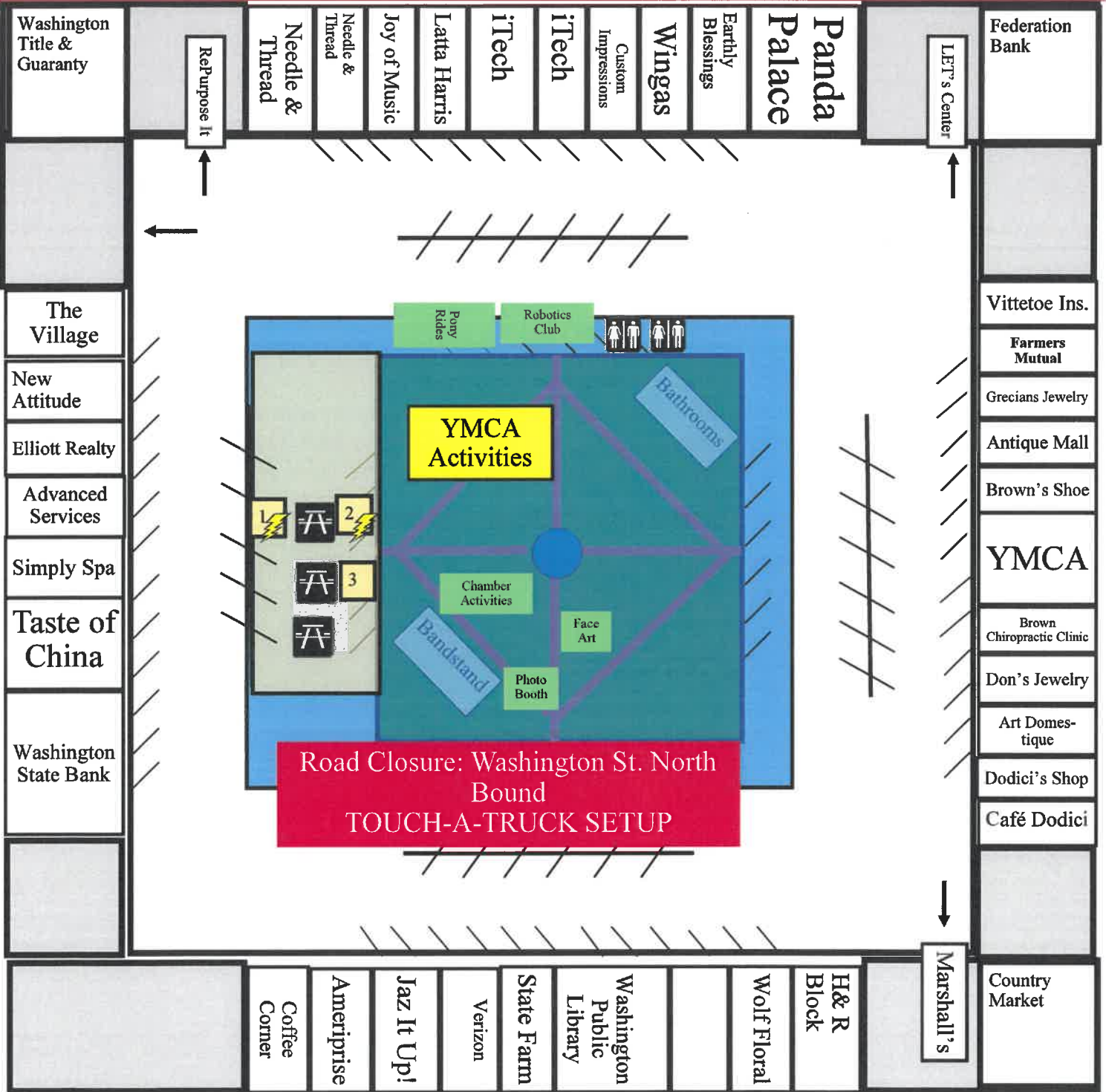
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Beatty & Peterseim
Funeral & Monument Services

The Journal
Washington Evening

Washington Farmers Market | Vetter's Culligan | Fareway | Custom Impressions | US Bank



Pedestrian Zone: Friday & Saturday

Food Court: Friday & Saturday

Electricity

Bathrooms

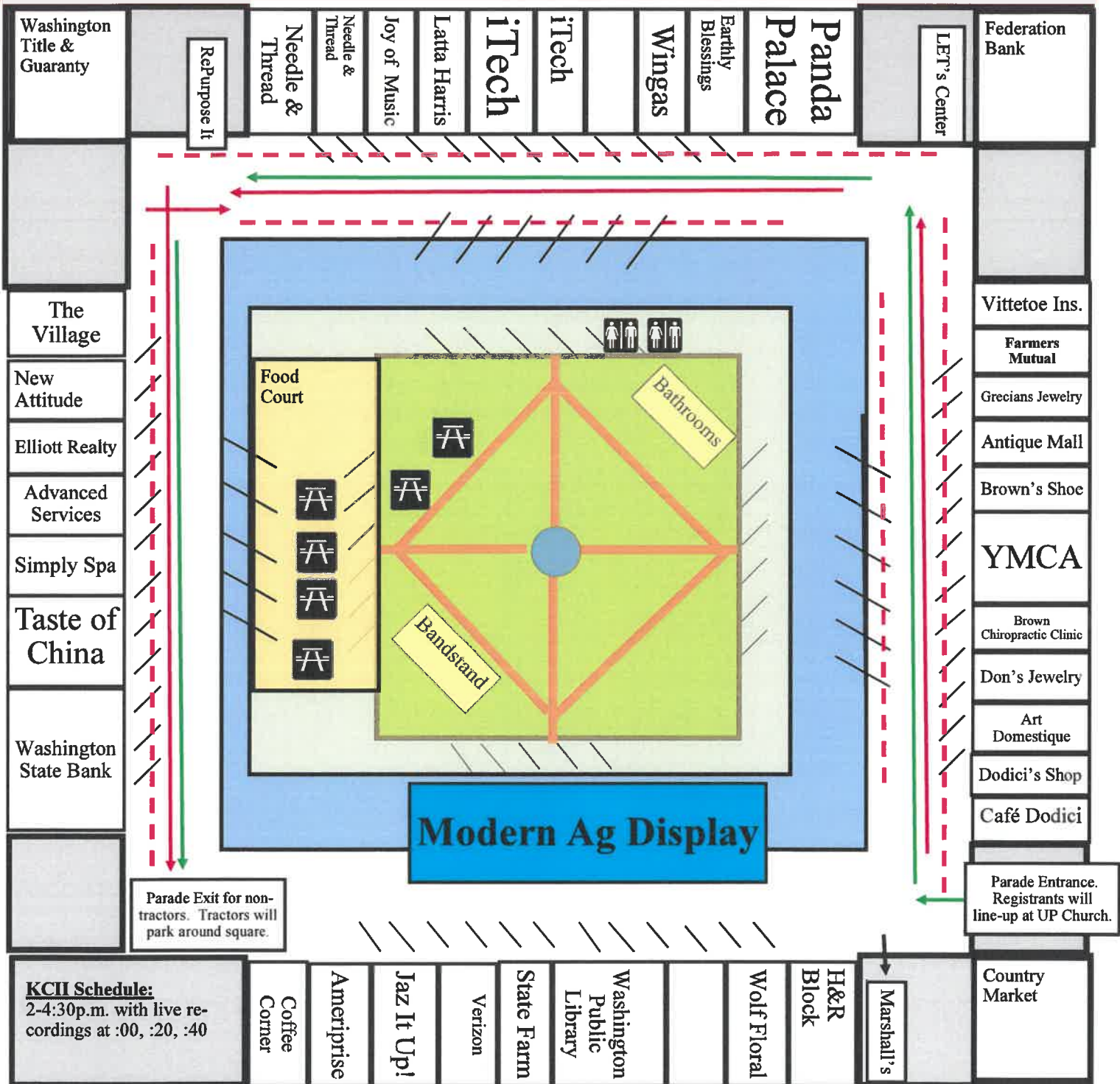
KCII Schedule
3-6p..m. with live recordings
at :00, :20, :40

Bandstand Schedule
5-6pm: Joy of Music Sing-A-Long
6-7pm: DeVox
7-8pm: WHS Concert Chon
8:30pm Movies on Main Street:
The Greatest Showman

- 1 Chery's Ice Cream
- 2
- 3 El Gringo, Loon, Jaxos

Washington Downtown Street Closures

2021 Summer Classic: June 5-Ag/Ridiculous Day Parade



KCII Schedule:
2-4:30p.m. with live recordings at :00, :20, :40

Saturday, June 5 Ag Day Pedestrian Zone

Friday-Sunday, June 4-5 Pedestrian Zone

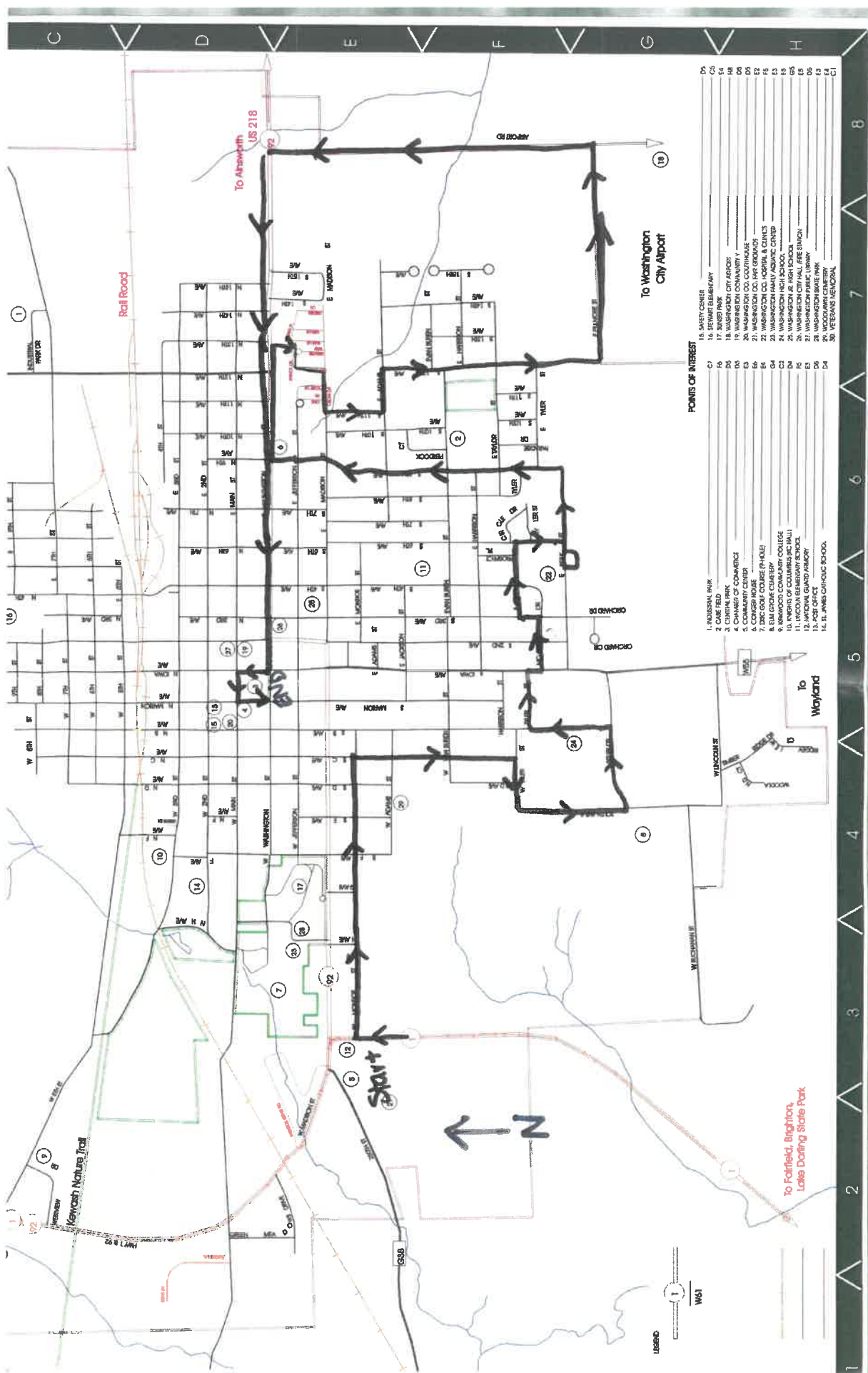
Additional Bathrooms

Food Court: Fri—Sat

June 5 Tractor Parade Route
Downtown Arrival, Apprx 6pm

June 5 No Parking 1—6pm for Ridiculous Day parade
Ridiculous Day Parade Route, Apprx 5pm

Tractor Parade
June 5



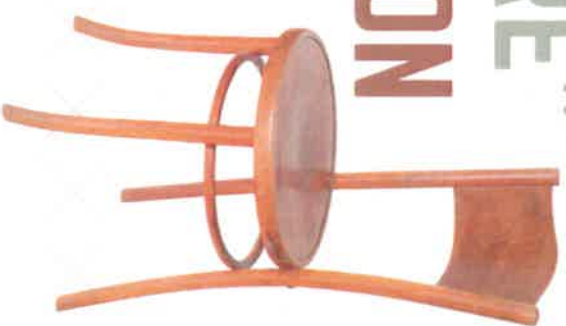
- POINTS OF INTEREST**
- 1. INDUSTRIAL PARK
 - 2. ONE FIELD
 - 3. CENTRAL PARK
 - 4. COMMUNITY CENTER
 - 5. COMMUNITY CENTER
 - 6. CONGER HOUSE
 - 7. DIXIE GOLF COURSE (PHOLE)
 - 8. DUN GROVE COMBREW
 - 9. DUN GROVE COMBREW
 - 10. HENRY OF COLLEGE (JAC HALL)
 - 11. LINCOLN ELEMENTARY SCHOOL
 - 12. NATIONAL GUARD ARMORY
 - 13. NATIONAL GUARD ARMORY
 - 14. ST. JAMES CATHOLIC SCHOOL
 - 15. SAVER CENTER
 - 16. STEWART ELEMENTARY
 - 17. WINSOR PARK
 - 18. WASHINGTON CITY ARMORY
 - 19. WASHINGTON COMMUNITY CENTER
 - 20. WASHINGTON CO. FIRE STATION
 - 21. WASHINGTON CO. HOSPITAL & CLINIC
 - 22. WASHINGTON FAMILY ASIANIC CENTER
 - 23. WASHINGTON J.S. HIGH SCHOOL
 - 24. WASHINGTON CITY HALL
 - 25. WASHINGTON CITY HALL
 - 26. WASHINGTON CITY HALL
 - 27. WASHINGTON PUBLIC LIBRARY
 - 28. WASHINGTON PUBLIC LIBRARY
 - 29. WOODRUM CENTER
 - 30. WEEBANS MEMORIAL

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LET'S CENTER FOR THE
HEALING & CREATIVE ARTS
Learn. Engage. Transform.



PROCEEDS GO TOWARD FUNDING FOR COMMUNITY MURALS

CHAIR-A-THON AUCTION

CENTRAL PARK
WASHINGTON, IA
JULY 29TH, 6PM



\$10 TO ENTER YOUR CHAIR FOR AUCTION

Event brought to you by: **Washington Chamber, LET'S
Center for the Healing & Creative Arts & Repurpose It**
Special thanks to Elliott Realty, State Farm-Shawn McCarty, Farm & Home
Mutual Insurance Association, Cafe Dodici & Artist-Nancy Albert

WASHINGTONIA.GOV 319-653-3272 INFO@WASHINGTONIA.ORG

2021 Fall Craft Fair Vendors

2. **Flory Restore & Decor:** Refurbished furniture & rustic farmhouse signs
3. **SeneGence/Lip Sense:** Lip sense and makeup
4. **Stitches:** Sewn items, phone pillow, apron, masks, kitchen boas, towels, mittens
5. **Heirloom Catering:** Cupcakes
6. **S J P:** Snap jewelry, Drinkware, Fleece items
7. **Newton Fruit-n-Things:** Amish preserves, pocket plus, seasonal produce
8. **Truelys:** All natural and eco-friendly bath and body care
9. **Luers Woodworks:** Wooden & rustic crafts
10. **Much Love Treasures:** Handmade crafts, crocheted items, signs & clothing
11. **Premier Designs Jewelry:** Jewelry
12. **Pampered Chef:** Kitchen supplies
13. **Adorable Quilted Treasures:** Handmade quilted items
14. **Myrtle Tyrtle Creation:** Fabric items-bibs, burp cloths, tooth fairy pillows, blankets, potholders
- 16 & 17. **Sass Family Farm:** Pumpkins, gourds, fall produce & crafts
18. **Grey Barn Farm LLC:** Alpaca rugs, alpaca dryer balls and insoles
19. **LulaRoe:** Clothing-womens, kids, teens & mens
20. **Grandpa's Barn Board:** Signs made from barn boards, bed springs & hearts
21. **Beautiful Mess:** American girl doll clothes, furniture
22. **Evan's Elegant Desserts:** Baked goods
23. **Aunt B's Crafts:** Wooden signs, home décor, aprons, bags and sewn items
24. **B You Designs:** leather earrings, necklaces, bracelets, t-shirts, cozies, tea towels, signs, baked goods
25. **Younique Makeup:** Makeup & skincare
26. **Black Eyed Sue's Gifts:** Primitive paper Machie holiday décor & jewelry
28. **Granny's Great Gifts:** Embroidery crafts, painting
29. **Faith & Findings:** Jewelry, magnets, etc. made with organics, such as flowers encased in resin
30. **Thirty One Gifts:** Bags, totes, thermals and organization
31. 32. & 33. **Advanced Metalwork LLC:** Metal art both 3D and 2D
34. **Meadow & Brook Boutique:** Women's clothing & accessories with viintage home décor
35. **Younique Makeup:** Makeup and skin care
36. **Crazy Creations by Jenna:** Cards, coasters, bags, signs, stickers
37. **Al Made:** Shirts, hats, headbands, macramé, home décor
38. **FoxyChick cute & crafty:** Keychains, earrings druzzy stones with faux leather, hair bows, flag art, coasters & koozies
39. **Bowers Designs:** Bowers designs
40. **Rural Roots Boutique:** Women's clothing
41. **Tupperware:** Kitchen & storage solutions
42. **Usborne Books:** Kid's books
43. **See The Joy Boutique:** Women's fashion
46. **Robin Miller:** Stretchy bracelets, necklaces & earrings
47. **Kathleen Rose Designs:** Handmade accessories, apparel & jewelry
48. **Who's Barking Now:** gourmet pet treats
49. **NowADays Studio:** Handpainted hummingbird feeders, home & garden décor on canvas, wood, etc.
50. **Long Creek Candle Company LLC:** Soy wax candles & melts
51. **Face Designs by Jes:** Face Painting
52. **Kucera Fabrication and Repair LLC:** Metal signs and rustic and industrial furniture
53. **Riverbend Creations:** Handmade vinyl crafts
54. **BJM Creations/Green:** Photography items, mittens, puppets, bags
55. & 56. **Ah Jeez:** Dry food mixes
57. **Hospice of Washington County:** Quilt raffle for fundraising
58. **Sweet Pea Boutique:** Clothing & accessories
59. **Youngdill Creations:** Signs, rugs, onesies, headbands
60. **Kim & Cher:** Seasonal décor, fabric items, hair bows, personalized glitter coffee mugs & items
61. **Breezy's BoDangles Boutique:** Little girl hair bows & handmade earrings
62. **Everday Glam by Danielle:** Paparazzi accessories
63. 64. & 65. **Art by Robin Fisher:** Artwork-drawings, pen, painting
66. **Dot Dot Smile:** Children's clothing
67. **Anything Country Crafts:** Seasonal wood cut outs, barn wood signs, fabric items
68. **Mama Llama's Barn:** Children's & women's boutique
69. **DotDotSmile Amber Kline:** Children's clothing
70. **Hollow Hill Designs:** Metal yard art
71. **AJ's Salsa & More:** Amish jams, ciders, dressings, sauce, relishes, seasonings, dips, dog treats
72. **The New You:** Snap jewelry & accessories
73. **Lizabhuart:** Acrylic painting
74. **K+D Jewelry Design:** Handmade jewelry
75. **Chrissy's Innovations:** Custom tumblers, shirts, pillow cases, koozies, etc.
76. **J.O.Y. Oils:** Young Living oils
78. **Cosmic Creations:** Reverse canvas signs, pour art, crystals
80. **Arbonne:** Health, wellness & skincare
81. **Wooden Wheel Vineyards:** Wine
82. **Breezy's Boutique:** Little girls hair bows and handmade earrings
83. **GunnySac Designs:** Handmade crafts, hoop wreaths, signs and outdoor games
84. **Mary Kay:** Beauty products
86. **Lily's Country Soaps:** Handmade goat milk soaps, lotions, lip butter, bath milk, soy candles
- 87 & 88. **Designs by Dorcas:** Barn quilts & word blocks
89. **Artist Bob Kling:** painter in oil & acrylic, stoneware & raku, hand built and wheel thrown
90. **JoJo's Jewel's:** \$5 Nickel & Lead free Paparazzi jewelry
91. **Barn Board Framed Puzzles:** Framed puzzles
92. **Designs by Jeanne:** Jewelry & fused glass
98. **Color Street:** 100% nail polish strips
94. **Soft Scents Candle Shop:** Soy candles, wax tarts and goats milk lotion
95. **River Bottom Hill Co.:** Jewelry, tree pendants & tree sculpture
96. **Mystic Creations:** Soaps & bath products
99. **English River Decoy Works:** Decoys
100. **Grampy's Designs:** Handmade home decor
101. **Melissa's Tags:** Home décor, gifts, apparel
102. **6M Farms-Madsen's Goat Milk Soap:** Goat milk soap, alpaca fiber products and yarn, lotion bars
104. **Mary Kay:** Beauty products
106. **Pupper Mom Apparel:** Clothing for the dog obsessed
107. **Dog Bandanas Creations:** Dog bandanas and pet blankets

CRAFT VENDORS & BOOTH NUMBERS
Some changes may apply depending on late registrations and cancellations



FOOD VENDORS

- F1- Lugo Gourmet Popcorn—Kettle Corn & Caramel Corn**
- F2- Cheryl's Ice Cream Shack—Walking Tacos, Nachos, Homemade Ice Cream**
- F3-Salty Hog-BBQ-Smoked Meat & More**
- F4-Sweet P's Concessions-Lemonade Shake Ups, Funnels Cakes, Crab Rangoon's**
- F5-Stone Wall Brick Oven Pizza- Homemade Pizzas**
- F6-Jerry + Margie's Catering- Broasted Chicken, Tenderloin & Wedges**

September 11th, 2021

9:00am-3:00pm

On the Square in Downtown Washington

This Chamber event is brought to you by:



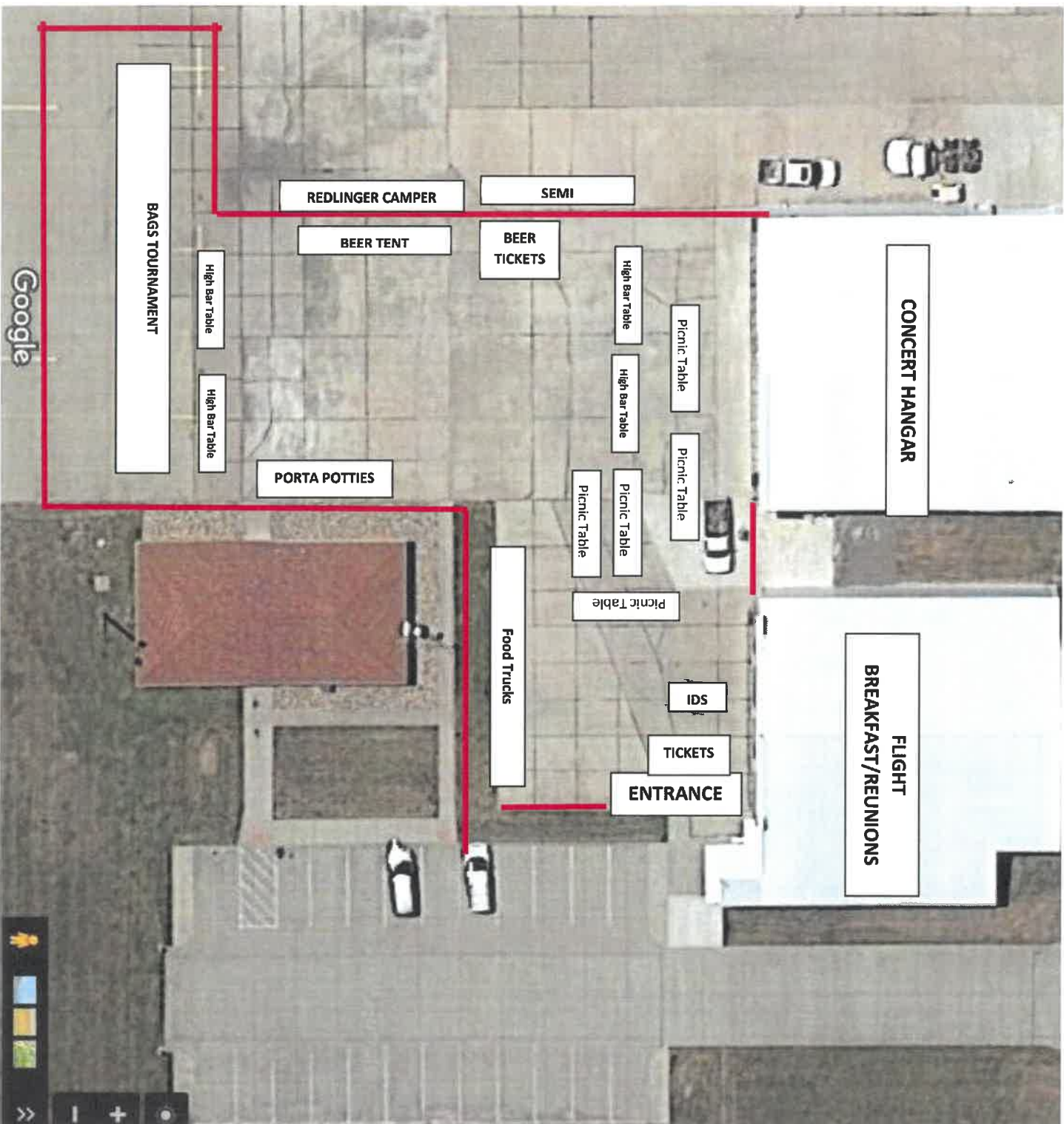
Aim High. Bank Strong.

Washington Chamber of Commerce
www.chamber.washingtoniowa.org
info@washingtoniowa.org
319-653-3272



VOLUNTEER PARKING

VOLUNTEER PARKING



CONCERT HANGAR

FLIGHT
BREAKFAST/REUNIONS

ENTRANCE

TICKETS

IDS

Food Trucks

Picnic Table

Picnic Table

Picnic Table

Picnic Table

BEER
TICKETS

BEER TENT

PORTA POTTIES

High Bar Table

High Bar Table

REDLINGER CAMPER

SEMI

BAGS TOURNAMENT

Saturday,
September 11th
Washington
Municipal
Airport



Google



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Ila Earnest, 319-653-6584 ext 131; iearnest@washingtioniowa.gov

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

1. APPLICANT INFORMATION

Name/Event: Sunday Night Church in the Park

Coordinator: Matthew Streeter

Contact Number: 641-799-2001

Email Address: streetermatthew@gmail.com

2. EVENT INFORMATION

Event Description: I am a traveling evangelist with "Deliver His Message" Ministries and a member of Washington First Assembly of God. I plan to set up music equipment including: piano, drums, speakers, etc. on Sunday afternoon around 3pm and hold a church service at 6pm at the band stand.

Days/Dates of Event: May 30, June 27, July 25, August 29 - 2021

Time(s) of Event: (Include Set Up/Tear Down Time) 3 to 9pm

Event Location: Bandstand by the fountain

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: _____

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

Other Requests

Temporarily park in a "No Parking" area

location: _____

Use of City Park (specify park : _____
Electrical Needs: Electric at the bandstand for sound.

Walk/Run (attach map of route and indicate streets to be closed)

Fireworks (specify location :)

Use of gators/UTV/ATV on City streets

Parade (attach map of route and indicate streets to be closed)

Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Emergency "No Parking" Signs

Traffic cones

Picnic Tables

Yield signs for crosswalks

Garbage/Recycling Barrels

Street Sweeping following (parades)

Other (please specify :)

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

Amplified Sound/Speaker System *I will bring my own system*

Public Address System

Recorded/Live Music

If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: Matthew T. Streeter

Phone: (641) 799-2001

7. INSURANCE

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

_____ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

8. AGREEMENT

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

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


~~03-08-2021~~ 3-10-21

 Applicant/Sponsor Signature Date

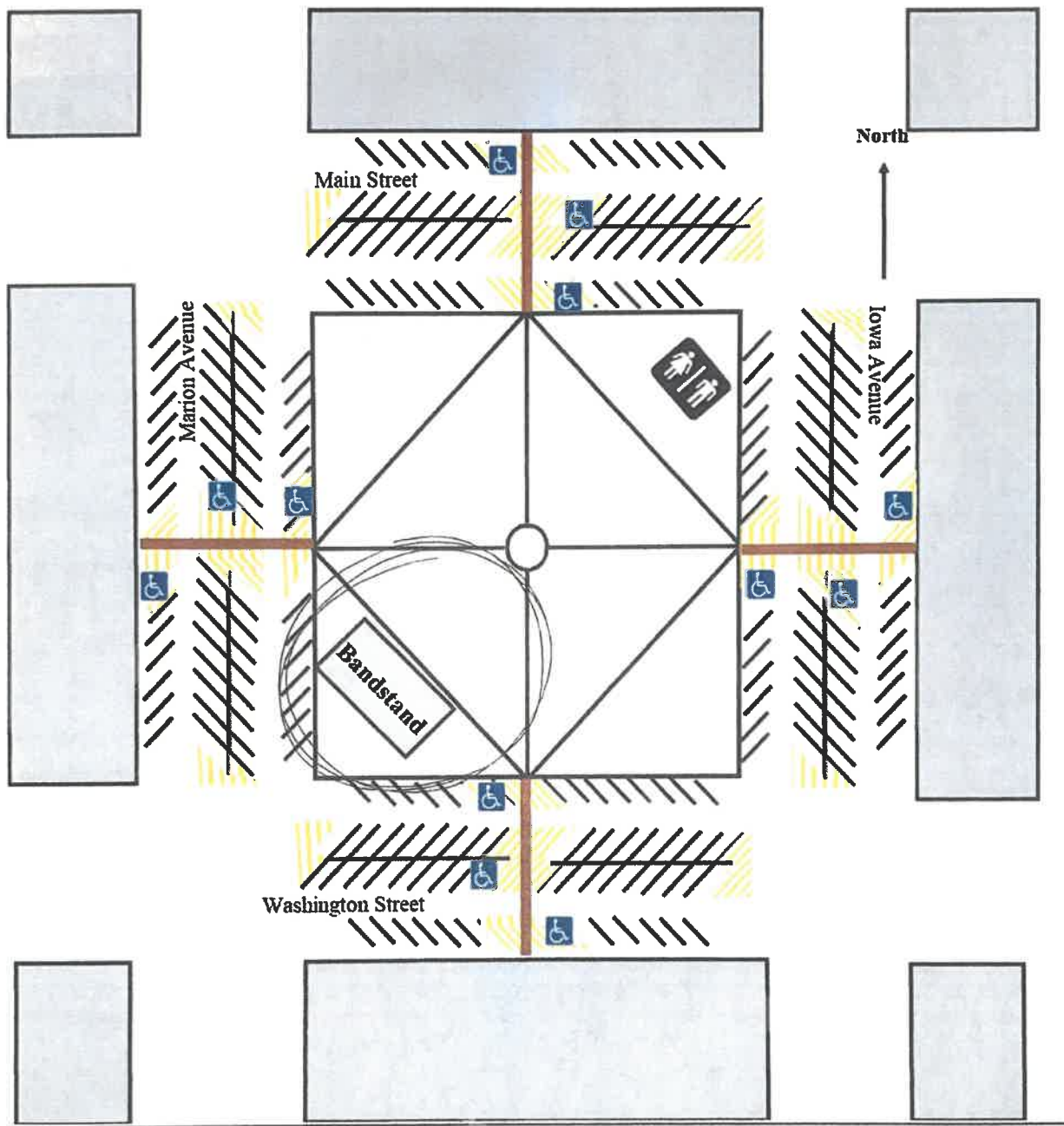
DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
_____	City Clerk (Liquor Licenses)	Ilia Earnest 319-653-6584 ext 131	iearnest@washingtioniowa.gov Comments/Restrictions:
_____	Police Chief	Jim Lester 319-458-0264	jlester@washingtioniowa.gov Comments/Restrictions:
_____	Fire Chief	Tom Wide 319-863-3332	firedept@washingtioniowa.gov Comments/Restrictions:
_____	Streets	JJ Bell 319-653-1538	jjbell@washingtioniowa.gov Comments/Restrictions:
_____	Parks	Nick Pacha 319-321-4886	npacha@washingtioniowa.gov Comments/Restrictions:
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions:		

CITY COUNCIL APPROVAL

 City Clerk Signature Date of Action Approved: _____ Denied: _____
 CONDITIONS IMPOSED: _____

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





SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Sally Hart, 319-653-6584 ext 131; sallyhart@washingtioniowa.gov

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

1. **APPLICANT INFORMATION**

Name/Event: Palm Sunday Parade

Coordinator: Maureen Howard

Contact Number: 319 512 8819

Email Address: revluthwash@gmail.com

2. **EVENT INFORMATION**

Event Description: Community is invited to drive a parade route past nursing homes.

Days/Dates of Event: March 28, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) 2:45 - 4pm

Event Location: See attached map (fairgrounds is start)

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

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

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

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

Description: _____

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

Other Requests

___ Temporarily park in a "No Parking" area
location: _____

___ Use of City Park (specify park :
Electrical Needs: _____

___ Walk/Run (attach map of route and indicate
streets to be closed)

___ Fireworks (specify location :)

___ Use of gators/UTV/ATV on City streets

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

___ Tent(s) to be used – over 400 sq ft or
canopies over 1,000 sq ft

___ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

___ Street barricades

___ Emergency "No Parking" Signs

___ Traffic cones

___ Picnic Tables

___ Yield signs for crosswalks

___ Garbage/Recycling Barrels

___ Street Sweeping following (parades)

Other (please specify :)
*Traffic control by PD
arranged w/ Chief Lester*

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

___ Amplified Sound/Speaker System

___ Public Address System

___ Recorded/Live Music

___ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: _____

Phone: _____

7. INSURANCE

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

___ Certificate of Insurance provided and accepted Certificate of Insurance not required

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Pastor Shannon Howard
Applicant/Sponsor Signature

3/11/21
Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
_____	City Clerk (Liquor Licenses)	Sally Hart	319-653-6584 ext 131 sallyhart@washingtioniowa.gov
_____		Comments/Restrictions:	
_____	Police Chief	Jim Lester	319-458-0264 jlester@washingtioniowa.gov
_____		Comments/Restrictions:	
_____	Fire Chief	Brendan DeLong	319-863-3332 firedept@washingtioniowa.gov
_____		Comments/Restrictions:	
_____	Streets	JJ Bell	319-653-1538 jjbell@washingtioniowa.gov
_____		Comments/Restrictions:	
_____	Parks	Nick Pacha	319-321-4886 npacha@washingtioniowa.gov
_____		Comments/Restrictions:	
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us		
_____		Comments/Restrictions:	

CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Sally Hart, 319-653-6584 ext 131; sallyhart@washingtioniowa.gov

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

1. **APPLICANT INFORMATION**

Name/Event: UP Church Worship

Coordinator: Erin Kaye

Contact Number: 319 467 8765

Email Address: Pastorerinkaye@gmail.com

2. **EVENT INFORMATION**

Event Description: worship service

Days/Dates of Event: May 30, June 27, July 25, Aug 29

Time(s) of Event: (Include Set Up/Tear Down Time) 9:30-11:30

Event Location: Central Park

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

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

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

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

Description: _____

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

Other Requests

___ Temporarily park in a "No Parking" area location: _____

Use of City Park (specify park: Central Bandstand)
Electrical Needs: _____

___ Use of gators/UTV/ATV on City streets

___ Parade (attach map of route and indicate streets to be closed)

___ Walk/Run (attach map of route and indicate streets to be closed)

___ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

___ Fireworks (specify location :)

___ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

___ Street barricades

___ Yield signs for crosswalks

___ Emergency "No Parking" Signs

___ Garbage/Recycling Barrels

___ Traffic cones

___ Street Sweeping following (parades)

___ Picnic Tables

___ Other (please specify :)

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

Amplified Sound/Speaker System

___ Recorded/Live Music

___ Public Address System

___ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: _____

Phone: _____

7. INSURANCE

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

___ Certificate of Insurance provided and accepted Certificate of Insurance not required

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 Applicant/Sponsor Signature

3/11/21
 Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
_____	City Clerk (Liquor Licenses)	Sally Hart	319-653-6584 ext 131 sallyhart@washingtioniowa.gov
_____	Comments/Restrictions:		
_____	Police Chief	Jim Lester	319-458-0264 jlester@washingtioniowa.gov
_____	Comments/Restrictions:		
_____	Fire Chief	Brendan DeLong	319-863-3332 firedept@washingtioniowa.gov
_____	Comments/Restrictions:		
_____	Streets	JJ Bell	319-653-1538 jjbell@washingtioniowa.gov
_____	Comments/Restrictions:		
_____	Parks	Nick Pacha	319-321-4886 npacha@washingtioniowa.gov
_____	Comments/Restrictions:		
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions:		

CITY COUNCIL APPROVAL

 City Clerk Signature

 Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

*Jaron P. Rosien, Mayor
Sally Hart, 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

March 12, 2021

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

From: Brent Hinson
City Administrator

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

Re: Proposed Development Agreement with Matnic, LLC

Attached is the development agreement signed by Matt Lepic on behalf of Matnic, LLC. Following the public hearing, Council may consider the adoption of the development agreement. This is very similar to what was in your packets last time, with a few minor adjustments:

- 1) Fixing of a few minor typos;
- 2) In Section C(2) of the agreement, a minimum of 4 houses must be complete in Plat 1 before Matnic can submit an offer for Plat 2; and
- 3) We adjusted the timeline for Plat 2 infrastructure construction to be complete by June 30, 2022 (it was previously December 31, 2022).

These are all reasonable adjustments, and I'm excited to recommend this development agreement to you. This will help us get a significant amount of much-needed housing constructed in a relatively short amount of time.

NOTICE OF PUBLIC HEARING

The City Council of the City of Washington, Iowa, will hold a public hearing on the proposal to enter into a Development Agreement with Matnic, LLC (the “Developer”) at 6:00 p.m. on Tuesday, March 16, 2021 in the City Council Chambers, City Hall, 215 East Washington Street in Washington. The proposed Development Agreement contemplates the sale of NLW Subdivision Lots 1-9 and additional provisions pursuant to said Development Agreement.

Any and all persons are invited to make comments in person or via written communication prior to or at said public hearing. More information on this proposed Development Agreement may be obtained by contacting the City Clerk.

/s/ Sally Y. Hart _____
by Direction of the City Council

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 _____, 2021, between the City of Washington, Iowa, 215 East Washington Street, Washington, Iowa, hereafter the “City”; and Matnic, LLC, an Iowa limited liability company, 305 N. Main Street, North Liberty, Iowa 52317 (hereafter “Matnic”).

WHEREAS, City is the owner of that certain property legally described as Lots 1 through 9, NLW Subdivision, Plat 1, Washington, Iowa (the “the Plat 1 Property”), said Plat being attached hereto as Exhibit “A”; and

WHEREAS, City plans to develop property located west of the Property, which will be called NLW Subdivision, Plat 2 (the “Plat 2 Property”), said proposed Plat being attached hereto as Exhibit “B”; and

WHEREAS, Matnic desires to purchase the Plat 1 Property and also expresses a desire to purchase the Plat 2 Property at a future date, the latter purchase to be more formally described in a future development agreement; and

WHEREAS, the City has agreed to sell the Plat 1 Property to Matnic for a purchase price of \$207,580.00; and

WHEREAS, Matnic intends to construct residential units on a portion of the Plat 1 Property and will be the real estate broker to sell the remaining portion of the Plat 1 Property to other homebuilders; and

WHEREAS, it is in the best interest of the City to sell the Plat 1 Property to Matnic for the construction of residential housing units in the City.

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. Real Estate Closing for Plat 1 Property.

1. **Purchase Price.** Matnic shall pay the sum of \$207,580.00 for the purchase of the Plat 1 Property, subject to deductions allowed in Section (A)(9) below.

2. **Real Estate Taxes.** City shall pay real estate taxes that are due and a pro-rata share of all of the real estate taxes that have accrued as of the date of closing.

3. **Risk of Loss and Insurance.** City shall bear the risk of loss or damage to the Plat 1 Property prior to closing and possession. City agrees to maintain existing insurance and Matnic may purchase additional insurance.

4. **Possession and Closing.** If Matnic timely performs all of its obligations, possession of the Plat 1 Property shall be delivered to Matnic on or before March 31, 2021, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by Matnic pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.

5. **Condition of Property.** The Property as of the date of this Agreement will be preserved by City in its present condition until closing. City makes no warranties, express or implied, as to the condition of the Property. Matnic acknowledges that it is purchasing the Plat 1 Property in an "AS IS" condition.

6. **Abstract and Title.** City, at City's expense, shall deliver to Matnic, at City's expense an abstract of title to the Plat 1 Property continued through the date of acceptance of this Agreement. It shall show marketable title in City in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. City shall make every reasonable effort to promptly perfect title. If closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the

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

7. **Environmental Matters.** City warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Plat 1 Property, the Plat 1 Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and City has done nothing to contaminate the Plat 1 Property with hazardous wastes or materials. City warrants that the Plat 1 Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. In the event that there exists any hazardous materials or substances, solid waste disposal sites or underground storage tanks on the Plat 1 Property, Matnic has the right to cancel this Agreement. If there exists any abandoned wells, Matnic may require City to cap the well in accordance with all applicable laws and regulations.

8. **Deed.** Upon payment of the Purchase Price, City shall convey the Property to Matnic by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except easements and restrictions of record. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City. City shall prepare the deed for signature by City at the closing.

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

B. Matnic's Obligations with respect to construction of housing and sale of remaining lots.

1. The parties to this Agreement agree that the Purchase Price for each lot in the Plat 1 Property is as follows:

Lot 1: \$30,000

Lot 2: \$27,000

Lot 3: \$22,000

Lot 4: \$22,000

Lot 5: \$22,000

Lot 6: \$22,000

Lot 7: \$22,000

Lot 8: \$22,000

Lot 9: \$25,000

Matnic may cause residential units to be constructed on any of the lots in the Plat 1 Property and will be responsible for marketing and selling the remaining lots that Matnic will not build upon in the Plat 1 Property, with the goal of having all nine (9) lots fully built out within thirty-six (36) months of the date of this Agreement. For its services in marketing the remaining lots, Matnic may sell each lot for no more than 125% of the price for each lot listed above. All lots for sale shall be clearly marked with a listing agent sign and contact information.

2. Covenants upon sale. On the lots that Matnic is constructing in the Plat 1 Property, Matnic, shall have construct said houses and have a residential dwelling(s) on said lots within thirty-six (36) months of the date on the deed conveying the lots to Matnic. As part of every sale made by Matnic of the remaining lots in the Plat 1 Property, as part of said deed, there shall be a covenant that requires a residential dwelling(s) be constructed on each lot within eighteen (18) months of the date of the deed. For purposes of this paragraph 2, the residential dwelling will be completed on the earlier of listing the house for sale or persons moving into said residential dwelling(s). The overall goal of the City is to have all of the lots built upon within thirty-six (36) months from the date of this Agreement.

C. Plat 2 Property.

1. As part of this Agreement, the City will complete the platting and installation of public improvements for the Plat 2 Property no later than June 30, 2022.

2. Matnic may submit a separate offer to the City for the Plat 2 Property once at least four (4) of the nine (9) lots are sold and have completed houses or are in the process of being constructed.

3. In the event that the City receives an offer(s) for any of the Plat 2 Property, the City shall forward the basic terms of said offer to Matnic. Matnic will have thirty (30) days from the date of the sending of the City's notice to either agree to match said terms or in writing, refuse to match the terms, thereby releasing the lots for sale by the City. In the event that Matnic has not purchased all or the remaining lots in the Plat 2 Property within twelve (12) months of the date of the completion of the building upon the Plat 1 Property, this right of first refusal shall become null and void and of no force and effect.

D. 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 _____, 2021.

(The rest of this page left intentionally blank.)

SIGNATURE PAGE FOR THE CITY OF WASHINGTON, IOWA

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jaron P. Rosien and Sally Y. Hart, 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 Sally Y. Hart 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

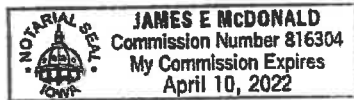
SIGNATURE PAGE OF MATNIC:

By: 
Matthew Lepic, Member

STATE OF IOWA, COUNTY OF Johnson _____ :

On this 10th day of March, 2021, this document was executed by Matthew Lepic, as Member of Matnic, LLC.

James E. McDonald
Notary Public



DRUG AND ALCOHOL TESTING SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made between **C.J. Cooper & Associates, Inc.**, an Iowa TSB corporation located at 1655 Progress Drive, Hiawatha, Iowa 52233 (hereinafter referred to as "Provider"), and **City of Washington** (hereinafter "City of Washington") (hereinafter collectively the "Parties" or individually the "Party") effective **March 8, 2021** (hereinafter the "Effective Date of this Agreement").

Provider provides alcohol and drug testing services to companies that are required to comply with Iowa and/or federal alcohol and drug testing regulations; and City of Washington has need of a program for alcohol and drug testing of applicants and/or employees.

In consideration of the mutual covenants and promises set forth herein, the Parties hereby enter into this Agreement, the terms and conditions of which shall apply from the Effective Date of this Agreement.

The Parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to laws and regulations established and governed by the State of Iowa.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

SCOPE AND STANDARD OF SERVICES

Alcohol tests are performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are performed using chain-of-custody collection, testing laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for such testing, and medical review officers (MROs) qualified to review and report test results.

All tests and test analyses and test results reporting, relating to both alcohol tests and drug tests, shall be performed by Provider in accordance with Iowa and federal statutory and regulatory legal requirements, including but not limited to all applicable procedural, personnel and equipment guidelines, and with the degree of care and skill as alcohol and drug testing providers of ordinary skill and capacity possess and exercise in providing such services.

Provider's services shall include:

- Selection/provision of alcohol testing services;
- Selection/provision of drug testing collections;
- Selection/provision of drug testing laboratory services;
- Random selection for drug and/or alcohol testing;

- Blind specimen testing for quality assurance purposes; and
- Consultation and recommendations to City of Washington for required and/or necessary employee notifications relating to the drug and/or alcohol testing.

Provider will maintain facilities and personnel necessary to meet the scope and standard for performance of services agreed to be provided to City of Washington as set forth herein, including but not limited to maintaining trained and certified personnel qualified to perform the services.

Provider will maintain, in a secure location with controlled access, all electronically stored and hard copy documents, records, information, and notifications, identified by individual and date of origination, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by Provider to City of Washington.

FIVE YEARS

- Alcohol tests > 0.02.
- Positive drug tests.
- Medical explanations of inability to provide specimens.
- Annual MIS Reports.
- Substance Abuse Professional (SAP) evaluations and related information.
- Refusals to test, including alcohol form/drug custody and control form and MRO documentation as applicable.

TWO YEARS

- Records of the inspection, maintenance, and calibration of EBTs.
- Records related to the alcohol and drug collection process. Including but not limited to documents related to random selections and medical evaluations for insufficient amounts of urine, saliva, hair and breath.

ONE YEAR

- Negative/canceled drug test results.
- Alcohol test results < 0.02.

Provider will not release individual test results to any person without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit Provider from releasing to City of Washington, and/or to any federal, state or local official with regulatory authority over the testing program, individual test results as required or allowed by law. Nothing in this paragraph shall prohibit Provider from releasing individual test results or related information to comply with the requests resulting from a legal action, including but not limited to unemployment hearings, workers' compensation hearings, or other legal proceedings as required by law.

Subject to the document retention obligations set forth above, Provider will make available to City of Washington at location(s) of its choosing, and at a reasonable expense to City of Washington for copying and shipping charges, all records related to alcohol and drug testing performed by

Provider for City of Washington, within two business days of notification by City of Washington of such request.

Reporting of results to City of Washington by Provider, if applicable, will be by facsimile transmission, electronic transmission, or first-class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, UPS, or Express Mail) can be arranged; the charge for this service to City of Washington will depend upon the carrier selected.

City of Washington RESPONSIBILITIES

City of Washington shall maintain legally compliant drug and alcohol testing policies for any drug or alcohol test required to be performed by Provider.

City of Washington will provide Provider with its most recent alcohol and/or drug testing policies.

City of Washington will designate a representative and an alternate to whom the MRO will report test results.

City of Washington will notify Provider of any responsibilities with regard to any City of Washington Employee Assistance Program as it relates to alcohol and drug testing.

City of Washington represents that the means of obtaining results from the MRO (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication) are legally compliant and are performed consistent with City of Washington policy that the results and other information remain secure and confidential with distribution of or access to such information.

City of Washington acknowledges that performance of necessary verification procedures may be dependent upon cooperation by City of Washington representatives, tested individuals, and/or personal physicians and/or health care providers that may possess relevant medical information.

City of Washington acknowledges that alcohol testing results > 0.02 or positive drug test results reported by the MRO do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

FEES AND PAYMENT

FEES

Fees for services provided by Provider to City of Washington will be in accordance with the FEES SCHEDULE hereby incorporated by Addendum A into this Agreement.

LATE FEES

A late fee of \$5.00 per every 30 days past due will be assessed and will accumulate beyond the initial 30 days. Late fee schedule: 1st 30 days \$5.00; 60 days \$10.00; 90 days \$15.00. Over 90 days a letter of cancellation of services will be sent certified mail. If credit card payment is not received within 5 business days of notification the account will be closed.

FEE CHANGES

Provider is permitted to modify the FEES SCHEDULE (Addendum A) at its discretion. Any such change shall be communicated by Provider to City of Washington in writing or email with at least a 30 day notice. The change shall become effective as of the date of notification unless City of Washington notifies Provider, in writing or email, of its objection to the change no later than seven (7) days after the notification date of the change. If City of Washington objects to the change, Provider, at its sole discretion, may continue to provide services under this agreement at the existing rates for the duration of the Agreement, or may terminate this agreement as of the objection date of the change as long as it's within seven (7) days of notification. Exception: Consolidated billing or electronic chain of custody bundle fee changes (specimen collection, breath alcohol screen/test, altering a paper COC form) that reflect an increase from the collection site/clinic will be invoiced to City of Washington immediately upon notification to provider.

MATERIAL CHANGES IN SERVICES PROVIDED

If during the term of this Agreement there is a material change in the requirements for the Provider's performance of services covered under this Agreement as the result of regulatory changes, or changes mandated by federal, state or local law, both Parties agree to renegotiate in good faith the services and fees provided herein, subject to the termination and severability provisions described in this Agreement.

PAYMENT

Provider will invoice City of Washington for all services provided pursuant to this Agreement on a weekly basis. Provider will provide City of Washington with a 1% discount on an invoice if the invoice is paid in full within ten (10) days of invoice date. Payment for undisputed invoices is due, in full, within thirty (30) days of the invoice date.

GENERAL TERMS AND CONDITIONS

SURVIVAL

All responsibilities, obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

Both Parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the Parties in the relationship of partners, joint venture, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

RESPONSIBILITY FOR City of Washington POLICY AND PROGRAM

The Parties understand and agree that Provider does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that City of Washington has sole responsibility for all such decisions.

Provider shall not be responsible for any damages caused by any acts or omissions by City of Washington under its substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement.

TERM

The term of this Agreement shall be continuous from the Effective Date of this Agreement until either party notifies the other in writing or email of termination of this Agreement. Either Party may terminate this Agreement without penalty and without cause upon thirty (30) days written notice provided to the other party via certified mail return receipt request to the address set forth in this Agreement.

FORCE MAJEURE

In no event shall Provider have any responsibility or liability to City of Washington for any failure or delay in performance by Provider which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond reasonable control of the Provider. Such causes and circumstances shall include but are not limited to acts of God, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise) effective after the Effective Date and prohibiting or unreasonably hindering Provider from providing the services set forth herein this Agreement, strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond Provider's reasonable control.

WAIVER

The failure of either Party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance of any right at any time.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Iowa, including all matters of construction, validity, and performance.

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

City of Washington agrees, to the fullest extent of the law, to limit the liability of Provider, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and

any of them, to City of Washington and any person or entity claiming by or through City of Washington, for any and all claims, damages, liabilities, losses, costs and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the services provided by Provider to City of Washington under this Agreement, from any cause, to an amount that shall not exceed the compensation paid by City of Washington to Provider under this Agreement. The parties intend this limitation of liability to apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract, breach of express or implied warranty, express, implied, or equitable indemnity, and all other claims, which except for the limitation of liability above, City of Washington waives.

City of Washington hereby releases Provider, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to City of Washington for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

City of Washington agrees to the fullest extent permitted by law to indemnify and hold harmless Provider, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, against all damages, liabilities, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees, experts' fees, and any other legal costs to the extent caused by the acts or omissions of City of Washington, its employees, agents, contractors, subcontractors, consultants or anyway for whom City of Washington is legally liable.


ENTIRE AGREEMENT

This Agreement represents the entire Agreement between Provider and City of Washington. This Agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by authorized representatives of both Provider and City of Washington.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the Effective Date.

C.J. Cooper & Associates, Inc.

City of Washington

By: 
Date: 3/8/21

By: _____
Date: _____

X

FMCSA Drug and Alcohol Clearinghouse

City of Washington authorizes Provider to perform the actions required of the FMCSA Drug and Alcohol Clearinghouse, 49 CFR § 382.107. City of Washington, at the time of Clearinghouse registration, will grant consent to Provider. It is the responsibility of City of Washington in making sure all new and currently employed CDL Drivers have signed a consent form (written or electronic) prior to Provider conducting a limited query per 382.703(a). It is the responsibility of City of Washington to purchase query plan bundles within the Clearinghouse to ensure Provider can conduct limited and full queries. Provider will notify employer when a full query is required when the limited query returns results that records were found in the Clearinghouse.

The annual fee will be:

2 – 20 CDL EMPLOYEES

\$150*

* Plus an additional fee of \$10/per query conducted.

Please go to clearinghouse.fmcsa.dot.gov to review the Query fee schedule and purchase needed bundles Provider cannot purchase queries on behalf of employers.

X

Signature

Date

Addendum A to Testing Services Agreement

FEES SCHEDULE

~~DOT Drug Test - Lab/MRO Services ONLY~~

\$ 35 / drug test*

* City of Washington may choose to pay the collection site of their choice directly rapid drug screens, alcohol screening/test and/or urine collection fees.

Annual Administrative Fee

No Charge 1st Year**

City of Washington agrees to pay Provider, in addition to the above fees for the services of the Provider, for support of administrative proceedings, litigation, arbitration, grievance and appeal proceedings and, if necessary, services as an expert witness. Such services will be provided only on a pre-approved basis at City of Washington's request. Reasonable travel and/or miscellaneous expenses will also be charged as applicable.

** Second year \$50

RESOLUTION NO. 2021-_____

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

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

WHEREAS, water service charges remain unpaid and delinquent for the following listed property owner:

The property of Randy & Ellen M. Cole-Almand at 521 South Iowa Ave. for the amount of \$214.45. Legal description (15 SD OL 8) Parcel number (11-17-382-020)

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the City Clerk be instructed to certify the above delinquent payment to be assessed against said property as listed above and that the City Clerk certify a copy of this resolution to the Washington County Treasurer.

Passed and Approved this 16th day of March, 2021.

Jaron Rosien, Mayor

Attest:

Sally Hart, City Clerk

Washington Fire Department
215 East Washington Street
Washington, Iowa 52353
(319) 653-2239 Phone
(319) 653-5273 Fax
www.washingtoniowa.gov



Bill Hartsock- 1st Asst Fire Chief
Jim Williams- 2nd Asst Fire Chief

Brendan S. DeLong- Fire Chief

MEMO

TO: Mayor & City Council
FROM: Brendan DeLong, Fire Chief
RE: Air bottle purchase for SCBA's

Mayor & City Council-

Please see attached quote for purchase of 16 air bottles. Our current air bottles are expiring and needing replaced to keep us compliant with the NFPA (National Fire Protection Agency). Originally, we were going to apply for the AFG FEMA grant to cover upgrading our air packs. Due to some issues with the application process, we were not able to apply for the AFG grant this time.

I am requesting approval to purchase 16 air bottles to replace the ones that are expiring in March of 2021. These are for the air bottles only, not the whole SCBA unit.

A break down of air bottle expiration dates is as follows:

16- Expiring in March of 2021
2- Expiring in December of 2021
11- Expiring in January of 2022

We have more air bottles but the expiration dates are further out. We hope to obtain the 2022 AFG grant to upgrade everything in 2022. If the grant is awarded, Dalmatian Fire will buy back the current air bottles we purchased at a price of \$200-\$250 per bottle depending on condition.

I plan to be at the March 16th city council meeting to answer any questions you may have.

Thank you,

A handwritten signature in black ink, appearing to read "B. DeLong", is written over a horizontal line.

Brendan DeLong
Washington Fire Department

"One of the 100 Best Small Towns in America"



Dalmatian Fire Equipment, Inc.

75 Oak Avenue
 Eaton, CO 80615
 Phone:800-436-6450
 Fax:888-436-6451
 sales@dalmatianfire.com
 www.DalmatianFire.com

QUOTE

Date	Quote #
2/24/2021	11774

Name / Address
WASHINGTON FIRE DEPARTMENT BRUCE MCAVOY 215 E WASHINGTON ST WASHINGTON, IA 52353-2024 US

Ship To
WASHINGTON FIRE DEPARTMENT BRUCE MCAVOY 215 E WASHINGTON ST WASHINGTON, IA 52353-2024 US

Customer Phone 319-653-2239

Customer Fax

Sales Rep	Quote Requested By	Terms	Estimated Ship Time
RKK	BRUCE MCAVOY	Net 30	30 DAYS

Qty	Description	Cost	Total
16	Dalmatian, 30/2216-21 Cobham-NEW, Carbon Fiber Cylinder, VALVE LISTED SEPARATELY 10% DISCOUNT APPLIED	495.00	7,920.00T
16	Scott Low Pressure Angled Cylinder Valve, Trilobe, Refurbished	0.00	0.00T
16	Shipping / Freight charges to US Locations - ESTIMATE ONLY. This line will be adjusted on final invoice to reflect shipping charges based on actual weights and sizes	20.00	320.00T
	Seller represents and warrants that Cobham products fully comply with all applicable requirements promulgated directly by the United States Department of Transportation. Seller makes no representation or warranty that Cobham products comply with the requirements of any other local, state or federal agency, including but not limited to the National Institute for Occupational Safety and Health. Buyer accepts full responsibility to investigate and, to Buyer's satisfaction, comply with such requirements.	0.00	0.00T
	10 YEAR WARRANTY - Equipment provided by Dalmatian Fire Equipment comes with a limited 10 year warranty unless otherwise noted. See the full agreement at https://dalmatianfire.com/warranty/ Dalmatian Fire Equipment, Inc. offers one free visual inspection and function test per SCBA after 24 months(shipping and battery charges will apply) and one free hydrostatic test per cylinder after 60 months.. A visual inspection and function test is required every 24 months to keep the SCBA warranty in effect for the duration of the warranty period.	0.00	0.00T
	REFURBISHED & TESTED - All equipment provided by Dalmatian Fire Equipment is fully refurbished (unless otherwise noted) and tested. SCBA Packs all ship with a current functional test, and all refurbished cylinders come with a new hydrostatic test. APPLIES TO VALVES ONLY	0.00	0.00T

ACTUAL SHIPPING CHARGES TO BE ADDED ON INVOICE

This Quote is good for 30 Days Only.
 If you have any questions please call or e-mail
 russ.kates@DalmatianFire.com

Total



Dalmatian Fire Equipment, Inc.

75 Oak Avenue
 Eaton, CO 80615
 Phone:800-436-6450
 Fax:888-436-6451
 sales@dalmatianfire.com
 www.DalmatianFire.com

QUOTE

Date	Quote #
2/24/2021	11774

Name / Address
WASHINGTON FIRE DEPARTMENT BRUCE MCAVOY 215 E WASHINGTON ST WASHINGTON, IA 52353-2024 US

Ship To
WASHINGTON FIRE DEPARTMENT BRUCE MCAVOY 215 E WASHINGTON ST WASHINGTON, IA 52353-2024 US

Customer Phone 319-653-2239

Customer Fax

Sales Rep	Quote Requested By	Terms	Estimated Ship Time
RKK	BRUCE MCAVOY	Net 30	30 DAYS

Qty	Description	Cost	Total
	SALES TAX CAN ONLY BE REMOVED FROM THIS ORDER UPON DALMATIAN'S RECEIPT OF A CURRENT SALES TAX EXEMPTION CERTIFICATE PRIOR TO ORDER SHIPMENT. Certificate must be valid in the ship-to state. Dalmatian must remit sales tax promptly after shipment regardless of your payment terms. ANY TAXABLE SALES NOT CHARGED SALES TAX HERE MUST SEPARATELY REMIT THE APPROPRIATE USE TAX TO THE SHIP TO STATE.	0.00	0.00T

ACTUAL SHIPPING CHARGES TO BE ADDED ON INVOICE

This Quote is good for 30 Days Only.
 If you have any questions please call or e-mail
 russ.kates@DalmatianFire.com

Total

U.S.A.

CANADA



Dalmatian Fire Equipment, Inc.

75 Oak Avenue
 Eaton, CO 80615
 Phone:800-436-6450
 Fax:888-436-6451
 sales@dalmatianfire.com
 www.DalmatianFire.com

QUOTE

Date	Quote #
2/24/2021	11774

Name / Address
WASHINGTON FIRE DEPARTMENT BRUCE MCAVOY 215 E WASHINGTON ST WASHINGTON, IA 52353-2024 US

Ship To
WASHINGTON FIRE DEPARTMENT BRUCE MCAVOY 215 E WASHINGTON ST WASHINGTON, IA 52353-2024 US

Customer Phone 319-653-2239

Customer Fax

Sales Rep	Quote Requested By	Terms	Estimated Ship Time
RKK	BRUCE MCAVOY	Net 30	30 DAYS

Qty	Description	Cost	Total
	<p>APPROVAL TO PURCHASE</p> <p>By signing below, I verify that I am authorized to sign for the customer named above who hereby agrees:</p> <ul style="list-style-type: none"> - to purchase the products listed above from Dalmatian Fire Equipment; - to pay for those items according to the terms listed here; - to pay a 2% finance charge for all past due invoices; - that INVOICES NOT PAID WITHIN 90 DAYS OF THE INVOICE DATE WILL BE SENT TO A COLLECTION AGENCY; and - to pay all collection agency fees and that they will be added to the invoice. <p>I verify that I have reviewed all specifications, sizes and quantities, and confirm they are correct.</p> <p>I may cancel this order at any time prior to shipment by calling Dalmatian Fire Equipment during normal business hours.</p> <p>I agree to pay return shipment fees and associated return costs.</p> <p>Signed: _____</p> <p>PRINT NAME: _____</p> <p>Please transmit a signed authorization to Dalmatian Fire Equipment, Inc. via fax at 888-436-6451 OR 970-454-9701. or scan and e-mail the signed authorization to sales@dalmatianfire.com.</p>	0.00	0.00T

ACTUAL SHIPPING CHARGES TO BE ADDED ON INVOICE

This Quote is good for 30 Days Only.
 If you have any questions please call or e-mail
 russ.kates@DalmatianFire.com

Total \$8,240.00

U.S.A.

CANADA



March 9, 2021

Brent Hinson
City of Washington
215 E. Washington St.
Washington, IA 52353

RE: N. 4th Ave. Improvements
Early Release of Retainage
7114-19A

Dear Mr. Hinson:

Cornerstone Excavating Inc. (contractor) has requested early release of retainage. The Contract Documents Supplementary Conditions SC-15.06 allows for early release of retainage in accordance with the *Code of Iowa* for work which is considered substantially complete. The *Code of Iowa, Section 7, Chapter 26.13* requires the contractor to send notice to all subcontractors, sub-subcontractors, and suppliers, for all materials which have become part of the work for which the contractor is requesting payment. Attached please find the Application for Payment #9 which includes a partial release of retainage. A sworn statement from the contractor indicating that they have met the requirements as outlined in the *Code of Iowa* and noted in the Contract Documents SC-15.06 is also attached.

Supplementary Conditions SC-15.06 4 b indicates that an amount equal to 200% of the value of the labor or materials, yet to be provided, as determined by the Engineer, will be withheld until such labor or materials are provided. The only work yet to be completed is the pavement striping, Bid Item 7.12. The value of this item is \$2,500.00 which includes labor and materials. $200\% \text{ of } \$2,500.00 = \$5,000.00$, therefore FOX recommends that a minimum of \$5,000.00 is withheld. Cornerstone Excavating has requested the early release of retainage in the amount of \$90,000.00 which would leave \$5,466.42 in retainage. This request meets the requirements of the Contract Documents and is in line with our recommendation.

Please review these documents and contact FOX Engineering if you have any questions or comments.

Sincerely,
FOX Engineering Associates, Inc.

John Washington, P.E.
Engineer

Enclosures: Pay Application No. 9
Sworn Statement from Cornerstone Excavating Inc.

CC: BJ Miller, Cornerstone Excavating Inc.

Contractor's Application for Payment No. 9

Unit Price Contract

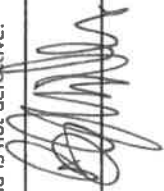
Project: N. 4th Ave. Improvements **From (Contractor):** Cornerstone Excavating Inc. **Application Date:** 3/2/2021
To (Owner): City of Washington **Owner's Project No.:** WAS020 **Period From:** 1/27/2021
Via (Engineer): FOX Engineering **Engineer's Proj. No.:** 7114-19A **Period To:** 3/2/2021


Approved Change Order Summary:		
No.	Date Approved	Deductions
1	6/19/2020	-\$18,368.00
2	2/2/2021	-\$165,354.25
TOTALS		-\$183,722.25
		\$359,123.21

1. ORIGINAL CONTRACT PRICE..... \$ **1,552,705.20**
2. Net change by Change Orders..... \$ **359,123.21**
3. Current Contract Price (Line 1 + 2)..... \$ **1,911,828.41**
4. TOTAL COMPLETED AND STORED TO DATE
 (Column F on Progress Estimate)..... \$ **1,909,328.41**
5. RETAINAGE:
 a. 5.0% X \$1,909,328.41 Work Completed..... \$ **95,466.42**
 b. 5.0% X Stored Material..... \$
 c. Less Total Retainage Released Early..... \$ **90,000.00**
 d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ **5,466.42**
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ **1,903,861.99**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ **1,813,861.99**
8. AMOUNT DUE THIS APPLICATION..... \$ **90,000.00**
9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G on Progress Estimate + Line 5 above)..... \$ **7,966.42**

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: 3-2-21

Payment of: \$ **90,000.00**
 (Line 8 or other - attach explanation of the other amount)
 is recommended by:  (Engineer) **3/9/21** (Date)
 Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)

Endorsed by the Construction Specifications Institute.

*Jaron P. Rosien, Mayor
Sally Hart, 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

March 12, 2021

To: Mayor & City Council
Cc: Sally Hart, 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: CDBG Water Main Application

As I had informed the Council last week, we were not awarded a Water/Sewer Community Development Block Grant (CDBG) by IEDA in the January 1 cycle as hoped. There were 2 items that stood in the way of our application: 1) The facility plan had not been submitted to the DNR by the project engineer; and 2) We did not have the exact wording required in the meeting minutes from the public hearing on December 15, 2020.

The good news is that both items are easily correctable to allow for a re-application in their April 1 cycle. FOX submitted the facility plan last week and has received indication from the DNR that it should likely be officially reviewed prior to April 1.

The next step is to amend the 12/15/20 minutes to include the specific announcements that were made by ECICOG staff person John Bruce during the public hearing portion of the meeting.

With these two items handled, I'm hopeful we will hear back by early June on a grant award.

The following was read aloud during the subject Public Hearing.

Washington, Iowa
December 15, 2020 at 6:00 P.M.
Council Meeting / Public Hearing

The City's proposed application for Water and Sewer improvements through the Federal Community Development Block Grant (CDBG) Program, requires that the following topics be identified for consideration:

- A. As concerned with how the need for proposed activities was identified, it is noted that a survey determined certain sewer and water mains within a targeted downtown area, as qualified in "fair" or "poor" condition, are in need of improvements.
- B. As concerned with how proposed activities will be funded and the source of funds, it is noted that with proposed project cost presently estimated to total \$1,845,300, grant assistance is being requested from the CDBG Program with local match to be provided by the City of Washington in the amount of \$1,245,300 plus property owner participation for the residual balance of cost.
- C. As concerned with the date the application will be submitted, it is noted that the CDBG Program funding application will be submitted to the Iowa Department of Economic Development for receipt by December 31, 2020.
- D. As concerned with the requested amount of federal funds, it is noted that \$600,000 is being requested from the CDBG Program with local match to be provided by the City of Washington in the amount of \$1,245,300 plus property owner participation for the residual balance of cost.
- E. As concerned with benefit from federal funding, it is noted that a target area survey has determined the project qualifies for CDBG Program funding with benefit to low-to-moderate income persons.
- F. As concerned with where proposed activities will be conducted, it is noted that Water and Sewer improvements is targeted to an area generally between West Madison Street, West Washington Boulevard, and East Main Street.
- G&H. As concerned with plans to minimize the displacement of persons or businesses as a result of funded activities, and plans to assist persons actually displaced, it is noted that, because no property acquisition is proposed, there will be no displacement of persons or businesses as a result of funded activities.
- I. As concerned with the nature of the proposed activities, it is noted that Washington's Water and Sewer application will principally comprise water main improvements.

Public Comments

None

*Jaron P. Rosien, Mayor
Sally Hart, 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

March 12, 2021

To: Mayor & City Council
Cc: Sally Hart, City Clerk

From: Brent Hinson
City Administrator

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

Re: All-Star Community Award Application for Municipal Campus

The Iowa League of Cities has had an "All-Star Community Award" program for many years. Each year at the September conference, the League presents these awards. The City of Washington was last recognized in 2017 for our participation in the Washington Area Performing Arts & Events Center (WAPAEC) project at Washington High School.

I believe we have an excellent project to submit for this year, in the form of our Municipal Campus buildout. I have attached answers to each of the questions presented in the online application. These applications are due April 2, and the projects must have been completed by December 31, 2020 to be eligible. In the ideal scenario, this could be the first of two consecutive years being recognized with this award. I believe the Wellness Park will be a very strong application to submit for the 2022 awards.

RESOLUTION NO. _____

**A RESOLUTION ENDORSING AN APPLICATION
FOR AN ALL-STAR COMMUNITY AWARD**

WHEREAS, the Iowa League of Cities has established the All-Star Community Awards program to acknowledge and encourage excellence in local government programming; and

WHEREAS, for the 2021 awards, programs successfully operated or completed between January 1, 2020 and December 31, 2020 are eligible; and

WHEREAS, the City Council believes that the Municipal Campus projects (City Hall/ Police/ Fire facilities) is deserving of this award and could serve as a model for other cities.

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

Section 1. The City Council hereby endorses an application to the Iowa League of Cities for the 2021 All-Star Community Awards for the Municipal Campus project.

Section 2. The City Council directs the Mayor and City Clerk to sign the award application to allow submittal by the deadline of April 2, 2021.

PASSED AND APPROVED this 16th day of March, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

City of Washington All-Star Community Award Application 2021

Title of Project: Municipal Campus

- Provide a summary of the project and why it was needed:

The City of Washington had outdated and insufficient facilities for City Hall, Police, and Fire operations. The Fire Station was filled beyond overflow, with various pieces of equipment stored outside. The Police Department was located in around 1,000 square feet that was formerly the City Council Chambers. City Hall had insufficient office, storage, and meeting space. Despite several minor interior renovations since the building's original construction in 1974, no square footage had been added in that time, and the Police Department had relocated to the building in 2005, increasing the space pinch. The facility had reached the point where major action was needed.

The City Council approved the commissioning of a building study in January 2013, which was completed in 2014. The primary options for improved facilities were: 1) Renovate the former library building for City Hall (a new library had been built in 2009) and then renovate the existing building for Police & Fire; or 2) Construct a new Fire Station and renovate the existing building for City Hall & Police, known as the "Campus Plan". The City Council initially voted to pursue the former library option, but after changes in Council composition with the 2015, the new Council supported the Campus Plan, pending the sale of the former library.

Following substantial marketing, the former library was sold to Greiner Buildings, a local construction company. They invested over \$300,000 to renovate the majority of the main floor for their corporate offices in 2017-2018, and recently completed the additional renovation of an office suite for two local nonprofit entities. They still have up to 3 spaces available to renovate to suit for future commercial clients. The City also sold an adjacent lot that had housed a dilapidated building to local CPA firm AllenMitchell LLP, working with them to demolish the existing building and to construct a 10,000 square foot office complex. That \$1.4 million project was completed in 2019. These private investments in our core downtown produced over \$1.2 million in new taxable valuation for the community.

The City acquired 7 residential properties adjacent to its existing facility via voluntary sales or donations, most of which were in varying states of disrepair and were subsequently demolished to make way for the new complex. Additionally, the land on which the proposed Fire Station was to sit had the primary sewer for the central part of town crossing from northeast to southwest. The initial construction project for the site thus was the relocation of this sewer to follow adjacent rights-of-way, extension of 3 blocks of water main to allow sufficient flow for fire sprinklers to be installed in the

whole campus, and reconstruction of one block of South 3rd Avenue behind the complex. The remainder of the vision was completed over 3 additional capital projects, including: 1) A project to install a new electric service, electrical room and backup generator for the entire complex; 2) A Fire Station construction project (this was all new square footage); and 3) A City Hall/Police construction project (this was the renovation of all of the existing space). City Hall and Police were able to occupy their new square footage in October 2020, nearly 8 years after the project was originally conceptualized. The wonderful new facility increased available square footage from 9,400 square feet to nearly 25,000, and provided for a nice corridor improvement, as the facility has frontage on two legs of Iowa Highway 92 running through town. Ancillary improvements envisioned to occur in the next year or so include an LED message sign, expansion of an existing park south of the facility to provide for a beautiful continuous stretch for several blocks along Iowa 92, and tree planting on the east side of the facility near the staff parking.

The new facilities include vastly increased apparatus space for the Fire Department, and greatly improved storage and meeting space. The complex has a Training Room, a City Council Chambers, and two large conference rooms, making it capable of holding virtually any type of City meeting. The City can easily host full or hybrid Zoom meetings, and now has the capability of streaming Council meetings online.

The facilities were built in a highly energy-efficient manner, and the Fire Station was recognized by Wildan with a 2020 Excellence in Energy Efficient Design Award. The project also incorporated stormwater management best practices, with the installation of a chambered underground stormwater detention system sized to handle the increased runoff from the facility additions.

- What future impact will the project have on your community?

This is the “once in a generation”, or perhaps a number of generations chance to do this type of facility, and we are confident that we have made all the proper decisions for the long term, while being as economical & efficient as possible.

The new facilities have already shown their worth with the challenges brought by COVID. Our old facilities for City Hall were served by a long common hallway, and it would have been impossible to be open to the public while working from that facility. In the new facility, we were able to have the lobby open only, and have been able to provide personal service to the community throughout the pandemic.

While it is located outside of the core downtown area, we see this project as the continuation of tremendous investment in our downtown, including \$12 million in private investment and \$15 million in public investment since we became a Main Street

community in 2008. The visual improvement alone has been fantastic for the fringe downtown area along the highway, but various features we built in with the project seek to build public trust, including putting primarily glass overhead doors on the Fire Station so that the public can see their investment in fire equipment, especially when we run the weekly lights and siren checks (we've received lots of positive comments). We also finally have professional and appropriately-sized quarters for the Police Department, and professional meeting and office space throughout the complex. The shared-space concept of the overall facility further reinforces a professional team concept for our staffing. The Training Room serves not just the Fire Department, but also Police and City Hall meetings and trainings as needed. A workout room in the Fire Department also serves the Police Department. We made sure that all of our volunteer firefighters and all full-time staff members working in the complex were recognized on the permanent facility plaques.

We believe the exhaustive and well-organized planning process for the project and the financing approach ultimately gained us significant currency with the public. A high-profile and highly visible project was accomplished, with no impact on the City's tax rate, and with non-property tax funding sources and grants to the greatest degree possible. The G.O. infrastructure debt will be paid off within 13 years, the Fire Station revenue bond will be paid off within 15 years, and there is no long-term debt for the City Hall/Police project.

- Total Cost of Project: \$6.1 million
- Financing Sources:
 - LOSST Revenue Bond: \$1.7 million (15-year term)
 - General Fund contribution: \$1.65 million
 - Grants: \$877,000
 - Other LOSST Funding: \$857,000
 - G.O. Infrastructure Bonds: \$668,000
 - Sale of Property: \$169,000
 - All Other Sources: \$179,000
- Timeline:
 - Facility Plan completed: February 2014
 - Award of Fire Station Utilities & Grading/Phase 1 Renovation Projects (Capital Projects 1 & 2 of 4): May 15, 2018
 - Substantial Completion of City/Hall Police Renovation Project (Capital Project 4 of 4): October 19, 2020
- Pictures and further information available at: <https://washingtioniowa.gov/city-of-washington/fire-station-project-progressing/> or <https://washingtioniowa.gov/city-of-washington/city-hall-police-building-project/>

ORDINANCE NO. _____

**AN ORDINANCE DECLARING SURPLUS CERTAIN PROPERTY
AND PROVIDING FOR ITS DISPOSAL THEREOF**

BE IT ENACTED by the City Council of the City of Washington, Washington County, Iowa:

SECTION 1. That a public notice was published at the direction of this Council and a public hearing held on January 19, 2021 to consider declaring surplus a property generally described as:

“A PORTION OF EAST TYLER STREET LYING ADJACENT TO LOT 3g OF SOUTH CIRCLE DRIVE SUBDIVISION TO WASHINGTON, WASHINGTON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Southwest Corner of Lot 3g of South Circle Drive Subdivision, to Washington, Iowa, in accordance with the Plat thereof Recorded in Plat Book 3 at Page 307 of the Records of the Washington County Recorder's Office; Thence Southeasterly, 34.68 feet, along the South Line of said Lot 3g, on a 30.00 foot radius curve, concave Northeasterly, whose 32.78 foot chord bears S68°12'34"E; Thence N78°40'21"E, along said South Line, 16.37 feet; Thence Northeasterly, 17.82 feet, along said South Line on a 20.00 foot radius curve, concave Northwesterly, whose 17.24 foot chord bears N53°08'58"E; Thence Northeasterly, 84.94 feet, along said South Line, and the Southeasterly projection thereof on a 40.00 foot radius curve, concave Southeasterly, whose 71.67 foot chord bears N88°27'41"E; Thence S76°14'00"W, 102.65; Thence Northwesterly, 23.97 feet, along a 20.00 foot radius curve, concave Northeasterly, whose 22.56 foot chord bears N69°25'46"W, to the Point of Beginning. Said Right-of-Way Vacation contains 2,013 square feet, and is subject to easements and restrictions of record.

-and-

A PORTION OF EAST TYLER STREET LYING ADJACENT TO LOT 3h OF SOUTH CIRCLE DRIVE SUBDIVISION TO WASHINGTON, WASHINGTON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Northwest Corner of Lot 3h of South Circle Drive Subdivision, to Washington, Iowa, in accordance with the Plat thereof Recorded in Plat Book 3 at Page 307 of the Records of the Washington County Recorder's Office; Thence Northeasterly, 28.30 feet, along a 18.21 foot radius curve, concave Southeasterly, whose 25.54 foot chord bears N31°42'30"E; Thence N76°14'00"E, 25.83 feet, to a Point on the North Line of said Lot 3h; Thence Southwesterly, 50.90 feet, along said North Line on a 40.00 foot radius curve, concave Northwesterly, whose 47.54 foot chord bears S54°06'04"W, to the Point of Beginning. Said Right-of-Way Vacation contains 577 square feet, and is subject to easements and restrictions of record.”

SECTION 2. That the City Council has determined this property is surplus and wishes to dispose of said property.

SECTION 3. That said property is hereby declared surplus.

SECTION 4. Following proper notice, the City has received only one bid and will dispose of this property by consideration the passage of a Resolution transferring it to the bidder.

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

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

Passed and approved this 2nd day of March, 2021.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: March 2, 2021

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2021.

City Clerk

*Jaron P. Rosien, Mayor
Sally Hart, 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

March 12, 2021

To: Mayor & City Council
Cc: Sally Hart, City Clerk

From: Brent Hinson
City Administrator



Re: Animal Control Ordinance Revisions

As we had advised the Council, we received a letter from Dr. Wendy Miller on February 25 following her review of the proposed ordinance. This letter is attached for your information. Chief Lester reviewed Dr. Miller's comments, and has incorporated much of her feedback into the updated proposed ordinance.

The proposed ordinance shows the same strikeout in red and additions to the existing ordinance in blue that Council previously reviewed (and approved on 1st Reading), and Chief has shown additions related to Dr. Miller's comments shaded in gray.

Given the scope & substance of the changes, we have put this on the agenda as a workshop item again, but have also given Council the option to approve the 2nd Reading following discussion, should you be ready to do that.

February 25, 2021

Police Chief Jim Lester
City of Washington
215 E. Washington Street
Washington, IA 52353

**RE: DRAFT Animal Protection and Control Ordinance
City of Washington**

Chief Lester,

Thank you for the opportunity to review the draft of the revised City of Washington Animal Protection and Control ordinance. I have studied "dangerous dog ordinances" and support several positions as numbered below. I have reviewed the draft ordinance in the context of these positions and offer my comments in bold italic below the position. I am not a legal expert and am offering my opinion as I read the text of the draft ordinance.

1. Dangerous animal legislation should not refer to specific breeds or classes of animals.

I find it agreeable that there are no references to specific breeds or classes of animals in the draft ordinance and see that behavior-based definitions are supported.

2. Legislation should deal with unjustified harm or behavior by animals and consideration should be given to the fact that there are situations in which aggressive behavior is justified by an animal. All circumstances surrounding suspect behavior should be considered.

Consideration of justified aggressive behavior should be added to the ordinance and the example language below is the "Dangerous Dog" definition used in the Dangerous Dog Ordinance Template available at the Iowa Department of Public Health website that better defines justified and unjustified behavior:

- 1.2. "Dangerous dog" means any dog which without justification attacks a person or domestic animal causing physical injury or death, or behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury or death to one or more persons or domestic animals. Further, no dog may be declared 'dangerous'
 - 1.2.1. If the dog was protecting or defending a person within the immediate vicinity of the dog from an attack or assault;
 - 1.2.2. If at the time the person was committing a crime or offense upon the property of the owner, or custodian, of the dog;

- 1.2.3. *If the person was teasing, tormenting, abusing or assaulting the dog, or in the past had teased, tormented, abused or assaulted the dog;*
 - 1.2.4. *If the dog was attacked or menaced by the domestic animal, or the domestic animal was on the property of the owner, or custodian of the dog;*
 - 1.2.5. *If the dog was responding to pain or injury or protecting itself, its kennels, or its offspring;*
 - 1.2.6. *If the person or domestic animal was disturbing the dog's natural functions such as sleeping or eating.*
 - 1.2.7. *Neither growling nor barking, nor both, shall alone constitute grounds upon which to find a dog to be "dangerous."*
3. In the absence of evidence of harm or aggressive behavior, determination of risk of danger should be determined by a Certified Applied Animal Behaviorist, a board-certified veterinary behaviorist or another trained and experience animal behavior expert.

It is my opinion that the City should clarify the required training and experience for this determination. At a minimum, I suggest training provided or endorsed by the ASPCA or possibly the Animal Rescue League of Central Iowa. Determination by someone who is improperly trained could create liability issues and could create a dangerous ordinance that is inconsistently applied.

4. Animal owners should be given full due process including the opportunity to challenge charges and rights to appeal findings.

I see language regarding due process in the draft ordinance but would suggest additional language that clarifies the stay of disposition pending all appeals. Patience and time for full resolution of appeals should be allowed before the very final disposition of euthanasia is ordered.

5. When aggressive behavior is encouraged by animal owners, legislation must exist and be used to protect public safety. However, when aggressive behavior is a product of ignorance or unusual circumstances, I personally feel that this legislation must be applied carefully and equal energy and resources should be spent educating the public on dog-bite avoidance.

I support dog-bite avoidance public education and outreach but find none referenced in the draft ordinance.

The following supporting documents are available for your use and review:

1. ASPCA Position Statement on Dangerous Dog Laws:
<https://www.asPCA.org/about-us/asPCA-policy-and-position-statements/position-statement-dangerous-dog-laws>
2. AVMA Policy on Dangerous Animal Legislation:
<https://www.avma.org/resources-tools/avma-policies/dangerous-animal-legislation>

3. Dangerous Dog Ordinance Template from the Iowa Department of Public Health:
<https://idph.iowa.gov/Portals/1/userfiles/79/Reports/Misc/Rabies/Dangerous%20Dog%20Ordinance%20TemplateC.pdf>
4. Draft City of Washington Chapter 55 – Animal Protection and Control ordinance as provided to me (attached).

I reviewed the draft ordinance with regards to the dangerous animal context, however I did read the entire draft ordinance and offer some additional comments:

Section 55.01.14.D ILLEGAL ANIMALS– *Although the reference to the Iowa Code in footnote 4 addresses this, I would suggest further clarification by specifically adding wolves and coyotes to the list of illegal animals.*

Section 55.03 MINIMUM CONFINEMENT AREA – *Language should be added to exclude this minimum confinement area at licensed animal kennels and boarding establishments. Different minimum areas are enforced through the licensing and inspection process by the State of Iowa.*

Section 55.14 DISPOSAL OF INFECTED OR TOXIC ANIMAL – *Because rabies cannot be diagnosed without euthanizing the animal and sending samples to the State Hygienic Laboratory this section should clarify diagnosis following euthanasia and lab processing. This is a costly service by any veterinarian as it includes euthanasia, dissection for lab samples, cadaver storage until lab results, and proper body disposal if the test is positive. The cost of these services may also be due by the City if they must be performed on a stray or unclaimed animal.*

Section 55.13 QUARANTINE – *The purpose of quarantine after a bite from an unvaccinated animal is to assure that the animal did not have rabies at the time of the bite. This requires that the animal be evaluated by a veterinarian during confinement if it exhibits any symptoms or after confinement to confirm no symptoms. This can quickly become a complicated situation and I think language should be added to this section that at least requires this evaluation with the cost of evaluation paid for by the owner. Below is text copied from Washington County Code Chapter 50.06 that explains this situation in more detail:*

50.06 CONFINEMENT AND ANIMAL RABIES CONTROL. *When the Board of Health receives information that any person has been bitten by an animal or that a dog or animal is suspected of having rabies, the Board of Health shall order the owner to confine such animal in the manner provided herein. (This section does not apply if a police service dog or a horse used by a law enforcement agency and acting in the performance of its duties has bitten a person.)*

1. *A healthy dog or cat that bites a person should be confined and observed for ten (10) days and evaluated by a licensed veterinarian at the first signs of illness during confinement.*

A. *Any illness in the cat or dog should be reported immediately to the County Sanitarian.*

B. If signs suggestive of rabies develop, the cat or dog should be humanely killed, its head removed and the head shipped under refrigeration for examination by the Iowa veterinary Diagnostic Lab, Ames, Iowa, or the State Hygienic Lab, Iowa City, Iowa.

C. The cat or dog must be quarantined by a licensed veterinarian at the owner's expense, if:

(1) The animal, over three months of age, has no record of current rabies vaccination. Unvaccinated animals cannot be vaccinated until the end of the quarantine period, at which time the animal must be vaccinated at the owner's expense.

(2) The events leading to the incident are such that rabies is suspected; there was no due cause for the incident or the animal has a suspicious recent history. This will be utilized even if the animal has a record of being currently vaccinated for rabies.

D. Home quarantine is permissible if:

(1) Conditions listed in subsection 1 of this section are not applicable and the owner can provide proper confinement of the animal, complete with the posting of a sign in a conspicuous place, warning of possible rabies infection. Confinement will be done by the kenneling or penning of the cat or dog so that there is a metal barrier as to prevent the intimate approach of any other animal or person.

(2) The owner of the cat or dog shall sign an agreement to adhere to the rules of confinement for the designated length of time, and also agrees to notify the County Sanitarian immediately if the dog or cat sickens, dies, or escapes.

(3) The animal must be examined by a licensed veterinarian at the end of the quarantine period, and revaccinated if the bite occurred within six (6) months of the expiration date of the current vaccination.

2. If it is not practical to confine the cat or dog for reasons of health and safety, the cat or dog may be humanely killed and the brain sent for examination, with the approval of the County Sanitarian and a licensed veterinarian.

3. Any stray or unwanted dog or cat that bites a person may be killed immediately and the head submitted as described above for rabies examination.

4. Wild carnivorous mammals and bats (as well as the offspring of wild animals cross bred with domestic dogs and cats) that bite people should be killed and the brains submitted as described above for rabies examination. A person bitten by any wild animal should immediately report the incident to a physician who can evaluate the need for anti-rabies treatment. (See current rabies prophylaxis recommendations of the A.C.I.P.)

5. Other biting animals, including livestock, which might have exposed a person to rabies should be reported immediately to the County Sanitarian.

Any animal bitten or scratched by a wild, carnivorous mammal (or a bat) not available for testing should be regarded as having been exposed to rabies. Current guidelines for animal rabies vaccination and control may be found in the compendium of animal rabies control, National Association of State Public Health Veterinarians, Inc. (Code of Iowa, Sec. 351.39)

GENERAL RABIES – There are many regulations regarding management and reporting of rabies testing and quarantine. I strongly encourage coordination with Washington County, the Washington County Board of Health, and Iowa Department of Public health regulations.

The following supporting documents are available for your use and review that may assist with this coordination:

1. Iowa Department of Public Health – Rabies Resource Manual For Veterinarians, Animal Control and Law Enforcement:
<https://idph.iowa.gov/Portals/1/userfiles/79/Reports/Misc/Rabies/Rabies%20Resource%20Manual-%20Update%20III%20%20---%2003-24-2016.pdf>
2. National Association of State Public Health Veterinarians Compendium of Animal Rabies Prevention:
<http://www.nasphv.org/Documents/NASPHVRabiesCompendium.pdf>

Again, thank you for the opportunity to review this draft ordinance. If you have any questions about this letter or I can be of further assistance, do not hesitate to contact me.

Sincerely,


Wendy Miller, DVM

CHAPTER 55 ANIMAL PROTECTION AND CONTROL

55.01 Definitions	55.13 Quarantine
55.02 Animal Neglect or Cruelty	55.14 Disposal of Infected or Toxic Animal
55.03 Minimum Confinement Area	55.15 Confinement of Female Dogs or Cats in Heat
55.04 Abandonment of Cats and Dogs	55.16 Keeping of Dangerous Animals and Illegal Animal
55.05 Livestock Neglect	55.17 Keeping of Vicious Animals
55.06 Livestock	55.18 Seizure, Impoundment and Disposition
55.07 Damage or Interference	55.19 Animal Waste
55.08 Annoyance or Disturbance	55.20 Pet Awards Prohibited
55.09 Owner's Duty	55.21 Liability for Damages
55.10 Animals At Large Prohibited	55.22 Trapping of Animals
55.11 Impounding and Disposition	55.23 Urban Chickens
55.12 Rabies Control	

55.01 DEFINITIONS.

The following terms are defined for use in this chapter:

1. "Adequate shelter" means that each of the following exists:
 - A. Shelter from Sunlight. When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all animals kept outdoors to protect themselves from the direct rays of the sun.
 - B. Shelter from Rain or Snow. All animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.
 - C. Shelter from Cold Weather. Shelter shall be provided for all animals kept outdoors when the atmospheric temperature falls below 50 degrees Fahrenheit. Sufficient clean bedding material or other means of protection from the weather shall be provided when the ambient temperature falls below that temperature to which the species is acclimated.
 - D. Drainage. A suitable method shall be provided to rapidly eliminate excess water from the living area of the animal.
2. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.
3. "Allow" or "permit" means to allow to be done or occur; to tolerate; to agree to; or to provide opportunity for.
4. "Animal" means a nonhuman vertebrate.

(Code of Iowa . Sec. 717B.1)
5. "At large" means off the premises of the animal's owner and not under the control of a competent person, whether by use of a leash or electronic device; restrained within a motor vehicle; or housed in a veterinary hospital or kennel.
6. "Business" means any enterprise relating to any of the following:

- A. The sale or offer for sale of goods or services.
 - B. A recruitment for employment or membership in an organization.
 - C. A solicitation to make an investment.
 - D. An amusement or entertainment activity.
7. "Cat" means any member of the feline species.
8. "Confinement area" means the outdoor portion of an owner's property occupied by and available to an animal.
9. "Dangerous animal" means:
- A. Any animal which is not naturally tame or gentle, which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies to do so.
 - B. Any animal declared to be vicious by the Police Chief or designee.
 - C. Any animal defined by this chapter as an illegal animal.
 - D. "Dangerous Dog" means:
 - (1). Any dog which without justification attacks a person or domestic animal causing physical injury or death; or behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury or death to one or more persons or domestic animals.
 - (2). Further, no dog may be declared a "Dangerous Dog":
 - (a) If the dog was protecting or defending a person within the immediate vicinity of the dog from an attack or assault;
 - (b) If at the time the person was committing a crime or offense upon the property of the owner, or custodian, of the dog;
 - (c) If the person was teasing, tormenting, abusing or assaulting the dog, or in the past had teased, tormented, abused or assaulted the dog;
 - (d) If the dog was attacked or menaced by the domestic animal, or the domestic animal was on the property of the owner, or custodian of the dog;
 - (e) If the dog was responding to pain or injury or protecting itself, its kennels, or its offspring;
 - (f) If the person or domestic animal was disturbing the dog's natural functions such as sleeping or eating.
 - (g) Neither growling nor barking, nor both, shall alone constitute grounds upon which to find a dog to be "dangerous."
10. "Dog" means any member of the canine species.
11. "Ear tipping" means the removal of the distal one-quarter of a cat's left ear, which is approximately three-eighths inch or one centimeter in an adult and proportionately smaller in a kitten. Ear tipping is an effective and universally accepted method to identify a spayed or neutered and vaccinated feral or free-roaming cat. This procedure is performed under sterile conditions and anesthetic concurrent to a spay or neuter surgery.
12. "Fair" means any of the following:

A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the *Code of Iowa* or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.

B. An exhibition of agricultural or manufactured products.

C. An event for operation of amusement rides or devices or concession booths.

13. "Game" means a "game of chance" or "game of skill" as defined in Section 99B.1 of the *Code of Iowa*.

14. "Illegal animal" means:

A. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition; and which is capable of killing, inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies as a species to do so.

B. Any animal declared to be illegal by the City Council;

C. Any non-domesticated member of the order of carnivore which as an adult exceeds the weight of 20 pounds.

D. Any of the following animals, which are deemed to be illegal animals, per se:^{†4}

(1) Badgers, wolverines, weasels, and skunk and mink.

(2) Raccoons.

(3) Chimpanzees.

(4) Bats.

(5) Scorpions.

(6) Snakes that are constrictors over six feet in length.

(7) Opossums:

(8) Piranhas.

(9) Wolves

(10) Coyotes

(911) Any crossbreed of such animals which have similar characteristics to the animals specified above.

15. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the *Code of Iowa*; or poultry.

(*Code of Iowa, Sec. 717.1*)

16. "Live trap" means a box style trap designed for catching an animal alive and uninjured.

17. "Owner" means any person owning, keeping, sheltering or harboring an animal (or allowing the keeping, sheltering or harboring of an animal on the premises of said person).

18. "Permanent identification" means an animal being implanted with an identifying microchip or being ear tipped.

19. "Pet" means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

20. "Responsible party" means a person at least 18 years of age or any person under the age of 18 who is able to adequately supervise an animal within the City.

21. "Tethering" means the use of a rope, chain, strap, cord or similar device which is attached to an animal to restrict its movement to a specific radius.

22. "Vicious animal" means an animal that has attacked or bitten any person or animal:

a. Without provocation; or

b. While running at large; or

c. When the propensity to attack or bite any person or animal exists and such propensity is known to the owner or peace officer based upon past or present conduct, or should have been reasonably known to the owner, including that said animal:

(i) Has bitten or attacked a person or animal on two (2) separate occasions within a twelve (12) month period; or

(ii) Did bite or attack once causing bodily injury that resulted in medical or veterinary care; or

(iii) Did bite or attack once causing injuries above the shoulders of a person; or

(iv) Could not be controlled or restrained at the time of attack to prevent the occurrence.

~~-without provocation or when the propensity to attack or bite any person or licensed animal exists and such propensity is known to the owner, or should have been reasonably known to the owner.~~

Notes

4 **EDITOR'S NOTE:** Certain other animals, listed in Chapter 717F.1, paragraph 5a, of the *Code of Iowa*, are specifically prohibited and regulated by the Iowa Department of Agriculture and Land Stewardship.

55.02 ANIMAL NEGLECT OR CRUELTY.

A. A person commits animal neglect when the person owns or has custody of an animal, confines the animal and fails to provide an animal with any of the following conditions for the animal's welfare:

1. Access to food in an amount and quality reasonably sufficient to satisfy the animal's basic nutrition level to the extent the animal's health or life is in _endangered;

2. Access to a supply of potable water in an amount reasonably sufficient to satisfy the animal's basic hydration level to the extent that the animal's health or life is endangered. Access to snow and ice does not satisfy this requirement.

3. Sanitary conditions free from excessive animal waste or the overcrowding of animals to the extent the animal's health or life is endangered.

4. Ventilated shelter reasonably sufficient to provide adequate protection from the elements and weather conditions suitable for the age, species and physical condition of the animal so as to maintain the animal in good health to the extent the animal's health or life is endangered. The shelter must protect the animal from wind, rain, snow or sun and have adequate bedding to provide reasonable protection against cold and dampness. A shelter may include a residence, garage, barn, shed or doghouse.

5. Grooming to the extent it is reasonably necessary to prevent adverse health effects or suffering.

6. Veterinary care deemed necessary by a reasonably prudent person to relieve the animal's distress from any of the following;

a. A condition caused by failing to provide for the animal's welfare described in this section.

b. An injury or illness suffered by the animal causing the animal to suffer prolonged pain or suffering.

7. Any enclosure used as a means of confinement for an animal must meet the definition of "Adequate Shelter" as stated in this code.

~~B. This Section 55.02 shall not apply to any of the following:~~

~~1. A person issued or renewed an authorization to operate a commercial establishment, or a person acting under the direction or supervision of that person, if all of the following apply:~~

~~a. The animal, as described in subsection 1, was maintained as part of the commercial establishment's operation;~~

~~b. In providing the care as described in subsection 1, the person complied with the standard of care requirements provided in Section 162A.10(1) of the Code of Iowa, as amended, including applicable rules adopted by the Department applying to any of the following:~~

~~(i) A state license or registrant operating pursuant to Section 162.10A(2)(a) or 162.10(A)(2)(b);~~

~~(ii) A permittee operating pursuant to Section 162.10A(2)(c).~~

~~2. A research facility as defined in Section 162.2 of the Code of Iowa, as amended if the research facility has been issued or renewed a valid authorization by the department pursuant to chapter 162, and performs functions within the scope of accepted practices and disciplines associated with the research facility.~~

~~No person who impounds or confines, in any place, any domestic animal or fowl or dog or cat shall fail to supply such animal during confinement with a sufficient quantity of food and water, or fail to provide the dog or cat with adequate shelter, or torture, torment, mutilate, beat, or kill such animal by any means which causes unjustified pain, distress or suffering. Any enclosure used as a primary means of confinement for a dog must meet the definition of proper enclosure as stated in this code. It is unlawful for a responsible party to tether a dog outdoors, except when ALL of the following conditions are met. (This section shall not apply to the transportation of dogs.)~~

~~1. A responsible party is at the premises where the tethered dog is located.~~

~~2. The tether is connected to the dog by a buckle-type collar or body harness made of nylon or leather, not less than one inch in width.~~

~~3. The tether has the following properties: it is at least five times the length of the dog's body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than one-half of the dog's weight; and it is free of tangles.~~

~~4. The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.~~

~~5. The dog is not outside during a period of extreme weather, including without limitation extreme heat or near-freezing temperatures, thunder storms, or tornadoes or other types of strong storms, including ice and snow.~~

~~6. The dog has access to water, shelter, and dry ground.~~

~~7. The dog is at least six months of age. Puppies shall not be tethered.~~

~~8. The dog is not sick or injured.~~

~~9. Pulley, running line, or trolley systems are at least 15 feet in length and are less than seven feet above the ground.~~

~~10. The dog is tethered in a location that is generally free of feces.~~

~~Violation of this section can result in the confiscation of the animal and/or the issuance of a criminal or municipal infraction citation.~~

55.03 MINIMUM CONFINEMENT AREA.

1. It is unlawful for an owner to fail to provide a confinement area of at least 100 square feet per dog.

2. It is unlawful for an owner or responsible party to tether a dog outdoors except when ALL of the following conditions are met: (This section shall not apply to the transportation of dogs.)

(a). A responsible party is at the premises where the tethered dog is located.

(b). The tether is connected to the dog by a buckle-type collar or body harness made of nylon or leather, not less than one inch in width.

(c). The tether has the following properties: it is at least five times the length of the dog's body, as measured from the tip of the nose to the base of the tail; it

terminates at both ends with a swivel; it does not weigh more than one-half of the dog's weight; and it is free of tangles.

(d). The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.

(e). The dog has access to "adequate shelter" as defined by this code.

(f). The dog is at least six months of age. Puppies shall not be tethered.

(g). The dog is not sick or injured.

(h). The pulley, running line, or trolley systems are at least 15 feet in length and are less than seven feet above the ground.

3. Violation of this section may result in impoundment of the animal and/or the issuance of a criminal or municipal infraction citation.

4. This section 55.03 Minimum Confinement Area does not apply to licensed veterinarians, kennels and boarding establishments.

55.04 ABANDONMENT OF CATS AND DOGS.

A. A person commits animal abandonment if the person owns or has custody of a cat or dog and relinquishes all rights in and duties to care for that cat or dog.

B This section 55.04 does not apply to any of the following:

1. The delivery of a cat or dog to another person who will accept ownership and custody of the cat or dog.

2. The delivery of a cat or dog to an animal shelter or pound as defined in Section 162.2 of the Code of Iowa that has been issued or renewed a valid authorization by the department under chapter 162.

3. A person who relinquishes control of a cat at a location in which the person does not hold a legal or equitable interest, if previously the person had taken custody of the cat at the same location and provided for the cat's sterilization by a veterinarian.

~~A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound.~~

(Code of Iowa, Sec. 717B.8)

55.05 LIVESTOCK NEGLECT.

It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means that causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

(Code of Iowa, Sec. 717.2)

55.06 LIVESTOCK.

It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations.

55.07 DAMAGE OR INTERFERENCE.

1. It is unlawful for any owner to allow or permit an animal to attack persons or domestic animals, to destroy property, to cause personal injury or to place persons in danger of attack or injury.

2. It is unlawful for the owner of an animal to allow or permit such animal to pass upon the premises of another thereby causing damage to, or interference with, the premises.

55.08 ANNOYANCE OR DISTURBANCE.

It is unlawful for the owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person by frequent and habitual howling, yelping, barking, or otherwise, or by running after or chasing persons, bicycles, automobiles, or other vehicles.

55.09 OWNER'S DUTY.

It is the duty of the owner of any dog, cat, or other animal that has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It is the duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to be suffering from rabies.

(Code of Iowa, Sec. 351.38)

55.10 ANIMALS AT LARGE PROHIBITED.

It is unlawful for any owner or person assigned control over any animal lawfully allowed in the City to allow said animal to run at large as defined in Section [55.01\(5\)](#) of this chapter. Any animal found to be at large shall be presumed to be so as the result of lack of sufficient supervision by the animal's owner. Proof that said animal was at large shall constitute in evidence a prima facie presumption in any proceeding charging an owner with a violation of this section. This section shall not apply to any feral cat that has been trapped, spayed or neutered and released as part of a program of the City, provided that the animal has been provided permanent identification.

55.11 IMPOUNDING AND DISPOSITION.

1. Any animal at large in violation of this chapter ~~shall~~may be seized and impounded.

2. The owner of such animal shall be notified that the animal has been impounded, if the owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. Such owner may repossess such animal upon payment to the Clerk of the sum of \$25.00 as an impounding fee for the first offense; \$50.00 as an impounding fee for the second offense for the same owner or home residence within the same calendar year; and \$100.00 as an impounding fee for the third and each successive offense thereafter for the same owner or home residence within the same calendar year.

3. Impounded animals may be recovered by the owner upon proper identification and by compliance with the provisions of this chapter.

4. When an animal has been apprehended and impounded, written notice shall be given in not less than two days to the owner, if known. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an animal is not vaccinated for rabies, by having it immediately vaccinated for rabies. If the owner does not redeem the animal within seven days of the date of notice, or if the owner cannot be located within seven days, the animal may be humanely destroyed or otherwise disposed of in accordance with the law.

5. Any animal that has been impounded by the City for a third time within a 12-month period shall not be released unless the animal has been spayed or neutered and provided with permanent identification at the owner's expense.

55.12 RABIES CONTROL.

All dogs and cats six months or more of age shall be immunized against rabies and a current rabies vaccination tag, furnished by a licensed veterinarian, shall be attached to the animal's collar or harness. Dogs or cats not immunized or without a current rabies vaccination tag may be seized and impounded as provided in Section [55.18](#) of this chapter.

55.13 QUARANTINE.

The owner of any animal which is suspected of having rabies or which has bitten any person shall, upon demand by the Police Chief, produce and surrender up such animal to be held in quarantine for observation for that period necessary to detect the existence or nonexistence of rabies. An animal with proof of current rabies vaccination may be quarantined at the owner's home or another suitable location as determined by the Police Chief. Any illness in the dog or cat quarantined at home should be reported immediately to the Police Chief and the animal shall be seized and quarantined under the care of a licensed veterinarian.—

An animal without proof of current rabies vaccination shall be seized and must be quarantined under the care of a licensed veterinarian or as otherwise determined by the Police Chief for a minimum of 10 days. The cost of caring for a quarantined animal shall be paid by the owner prior to the animal being released.

55.14 DISPOSAL OF INFECTED OR TOXIC ANIMAL.

If, upon examination by a licensed veterinarian, any animal shall prove infected with rabies or otherwise toxic, such dog or cat shall be disposed of and it shall be the duty of said veterinarian to notify the City Health Officer of any positive rabies case found, without delay. The owner of the animal is responsible for all costs associated with the euthanizing, testing and disposal of infected animals.

Any stray or unwanted dog or cat that bites any person may be euthanized immediately and examined as required with the approval of a licensed veterinarian.

If it is not practical to confine a dog or cat for reasons of health and safety, the cat or dog may be euthanized and examined for rabies with the approval of a licensed veterinarian.

55.15 CONFINEMENT OF FEMALE DOGS OR CATS IN HEAT.

The owner of any female dog or cat in heat shall confine said female dog or cat in a building, or otherwise keep the same in such manner so that said female dog or cat cannot come into contact with another animal except for planned breeding.

55.16 KEEPING OF DANGEROUS ANIMALS AND ILLEGAL ANIMALS PROHIBITED.

No person shall keep, shelter, or harbor any dangerous or illegal animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any purpose or in any capacity within the City.

55.17 KEEPING OF VICIOUS ANIMALS.

No person shall keep, shelter, or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

55.18 SEIZURE, IMPOUNDMENT AND DISPOSITION.

1. In the event that a dangerous animal, dangerous dog, illegal animal, or vicious animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Police Chief, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal, illegal animal, or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the report or complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal, dangerous dog, illegal animal, or vicious animal on premises in the City, or that an animal has attacked or bitten any person or animal, the Police Chief shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal, illegal animal, or vicious animal in the City, the Police Chief shall order the person named in the complaint to:

- a. Safely remove such animal from the City; or
- b. Arrange for the animal to be destroyed by a licensed veterinarian; or
- c. ~~Require the owner of the animal to~~ Provide evidence that the owner has sufficient liability insurance, the ability to provide reasonable care for the animal and keep it confined in a manner that will prevent future incidents; or

d. Take precautionary measures, including, but not limited to, muzzling the animal, provide the animal with specialized training within a reasonable time and to require that the animal be restrained when off the premises, all as ordered by the Police Chief.

~~safely remove such animal from the City or destroy the animal within three days of the receipt of such an order.~~ Such order shall be contained in a Notice of Finding to remove the dangerous, illegal, or vicious animal, which notice shall be given in writing to the person keeping, sheltering, or harboring such animal, and shall be served personally or by certified mail. Such order and notice to remove the animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Police Chief shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

The Order issued by the Police Chief shall give the person named in the Order seven (7) days to comply with said Order or file an appeal with the City Administrator within said seven (7) day time period.

3. Following the receipt of an appeal to a Notice of Finding made by the Police Chief, impounding of any animal accused of being vicious, dangerous, or illegal by the Police Chief, the City Administrator or their designee shall schedule a hearing within seven (7) days five days following notice of the impoundment. The City shall provide the owner with at least five days advance notice of the hearing date and time.

-Pending the hearing and final disposition of the appeal process, the animal shall be impounded in the municipal shelter or other authorized impoundment facility authorized by the Police Chief City. At the hearing the City Administrator shall hear evidence from the Police Chief and the owner of the animal to determine the following:

A. Whether or not the animal is dangerous, illegal or vicious as defined by City ordinance;

B. Whether or not the owner has failed to reasonably restrain the animal; and

—C. Whether or not it is in the public interest to humanely destroy said animal, have it removed from the City or take other precautionary measures as indicated by the Police Chief's finding.

- The hearing shall be conducted in accordance with rules promulgated therefor.

4. If the City Administrator determines that the animal is vicious, dangerous, or illegal, that the owner has failed to reasonably restrain said animal, or that it is in the best interest of the public to destroy the animal or have it removed from the City, then the animal shall be humanely destroyed or removed from the City within five (5) days of the delivery of the of the City Administrator's decision to the animal's owner.

-The animal's owner shall have the right to appeal such decision. Written notice of appeal must be filed with the City Clerk within five days after receipt of the order contained in the notice ~~to destroy the animal~~. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the City Administrator.

5. If the owner so desires, they may file a notice of appeal in writing to be delivered either personally or by certified mail to the City Clerk. The notice of appeal shall state the grounds for such appeal. The hearing of such appeal shall be scheduled within five days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the City Administrator. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

6. If the Council affirms the action of the City Administrator, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous, illegal, or vicious animal remove such animal from the City, destroy it or comply with the order of the Police Chief or City Administrator, ~~or destroy it~~. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. The animal's owner shall have five days from the date of the Council's written ruling in which to appeal the Council's decision to a court of competent jurisdiction.

7. If the order of the Police Chief, City Administrator or City Council is not complied with, the Police Chief is authorized to seize, impound or destroy such dangerous, illegal or vicious animal. Failure to comply with an order of the Police Chief, City Administrator or City Council, as the case may be, issued pursuant to this chapter constitutes a simple misdemeanor. If the original order of the Police Chief or after hearing by the City Administrator is not complied with within three days or the order of the Council after appeal is not complied with within three days of its issuance, the Police Chief is authorized to seize, impound or destroy such dangerous, illegal or vicious animal. Failure to comply with an order of the Police Chief, City Administrator or the City Council, as the case may be, issued pursuant to this chapter and not appealed (or of the City Administrator or Council after appeal) constitutes a simple misdemeanor.

8. If the decision of a prior ruling is overturned upon appeal the owner shall be able to claim their animal following verification that the animal is in compliance with the rest of this chapter and once all fees, fines, and costs of impoundment have been paid.

55.19 ANIMAL WASTE.

It is unlawful for any person who owns, houses, leads, walks, or otherwise maintains control of any animal or pet which defecates anywhere within the City limits to fail to immediately remove the feces produced by said animal or pet to a garbage or waste receptacle after first placing said feces in a plastic or other impermeable bag and sealing said bag by tying it securely or using a "twist tie," tape, or similar device to

prevent the odors from escaping from said bag into the atmosphere. All structures, yards, kennels, or pens wherein any dog, cat, pet or other animal is contained must be kept clean and free from odors caused by animal waste and/or feces.

55.20 PET AWARDS PROHIBITED.

(Code of Iowa, Ch. 717E)

1. Prohibition. It is unlawful for any person to award a pet or advertise that a pet may be awarded as any of the following:

A. A prize for participating in a game.

B. A prize for participating in a fair.

C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.

D. An inducement or condition for executing a contract that includes provisions unrelated to the ownership, care or disposition of the pet.

2. Exceptions. This section does not apply to any of the following:

A. A pet shop licensed pursuant to Section 162.5 of the *Code of Iowa* if the award of a pet is provided in connection with the sale of a pet on the premises of the pet shop.

B. Youth programs associated with 4-H Clubs; Future Farmers of America; the Izaak Walton League of America; or organizations associated with outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

55.21 LIABILITY FOR DAMAGES.

The owner of an animal shall be liable to an injured party for all damages done by the animal, when the animal is caught in the action of worrying, maiming or killing a domestic animal, or the animal is attacking or attempting to bite a person, except when the party damaged is doing an unlawful act, directly contributing to the injury. This section does not apply to damage done by an animal affected with hydrophobia unless the owner of the animal had reasonable grounds to know that the animal was afflicted with hydrophobia and by reasonable effort might have prevented the injury.

55.22 TRAPPING OF ANIMALS.

Only box style live traps shall be allowed within the City limits.

55.23 URBAN CHICKENS.

No person shall raise, harbor, or keep chickens within the City without a valid permit obtained from the City. The permit application form is contained in the Appendix to this Code of Ordinances. Applicants shall fully complete the application and provide supporting documentation.

Jaron P. Rosien, Mayor
Sally Hart, 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

March 12, 2021

To: Mayor and City Council
Cc: Sally Hart, City Clerk

From: Brent Hinson
City Administrator

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

Re: Wellness Park Operations Agreements

We have been in discussions over the past 6 months on completing Wellness Park operations discussions that have really been in progress for many years. All of the main entities with regular interest in using the fields have been engaged in these discussions, and I believe we have reached a very equitable arrangement for all involved.

There are 3 proposed agreements:

- 1) **Shared Use Agreement:** This includes all entities that will be regularly using the fields. It establishes an operations committee of representatives from all entities to review facility policies and settle disputes; sets maintenance procedures and expectations; establishes concession stand operation procedures; and establishes fees for use of the complex. The goal is to establish an "ownership mentality" for all that use this complex, where all entities have great ownership in making sure it is well-kept for the long term.
- 2) **Scheduling Agreement:** This is an agreement between Washington Schools, the City, and the YMCA, which establishes the YMCA as the scheduling agent for all of the City's sports fields, and for the School District fields located at the elementary schools.
- 3) **Recreation Services & Field Management Agreement:** This is an agreement between the City and the YMCA, which incorporates our current recreation services agreement together with the management of the Wellness Park. The City will pay the YMCA \$40,000 instead of the \$32,000 we currently pay for rec programming

only. I think this is a very reasonable approach. The initial agreement is only for one year (through December 31, 2021), with the idea that we will learn quite a bit about the financial specifics of operating the complex in the first year and can evaluate the shape of the agreement going forward in Fall 2021.

We have the agreements on the agenda this time for discussion. Pending Council input and discussion, we may be ready for formal consideration at the April 6 meeting.

SHARED USE AGREEMENT

THIS SHARED USE AGREEMENT (the "Agreement") is entered into by and between the City of Washington, Iowa (hereafter referred to as the "City"); the Washington Community School District (hereinafter referred to as the "School"); the Young Men's Christian Association of Washington County, Inc. (hereafter referred to as the "YMCA"); the Washington Area Baseball Council (hereafter referred to as "WABC"); the Washington Area Softball Association (hereafter referred to as "WASA") and the Washington Area Soccer Program (hereafter referred to as "WASP").

WHEREAS, the City is the current owner of a complex of eight (8) soccer fields located between 5th and 18th Streets and west of North Marion Avenue in the City (the "North Soccer Complex"); and

WHEREAS, the City is the owner of four (4) baseball/softball fields and two (2) soccer fields located at 1203 North Avenue E (the "Wellness Park"); and

WHEREAS, the City is the owner of that certain baseball/softball field located at Water Tower Park (the "Water Tower Field"); and

WHEREAS, the City is the owner of two (2) baseball/softball fields known as the Green and Redlinger fields; and

WHEREAS, the School is the owner of that baseball/softball field located at Lincoln Elementary School (the "Lincoln Field"); and

WHEREAS, the School is the owner of that baseball/softball field located at Stewart Elementary School (the "Stewart Field"); and

WHEREAS, the City and School desire to allow the YMCA, WABC, and WASA ("collectively all entities referred to are the 'Facility Partners') to use the baseball/softball fields at the Wellness Park; Water Tower Field; Green Field and Redlinger Field (together the "City Fields") and Lincoln Field and Stewart Field (together the "School Fields") to conduct practice and games; and

WHEREAS, the City desires to allow the YMCA, School, and WASP to use the North Soccer Complex and Wellness Park soccer fields to conduct soccer practice and games; and

WHEREAS, the City and School desire to have the YMCA coordinate the scheduling of all fields owned by the City and School respectively; and

WHEREAS, to that end, the parties desire to outline the responsibilities of each party for the scheduling and use of the City Fields; School Fields, North Soccer Complex and Wellness Park fields for use by the parties.

NOW, THEREFORE, the parties agree as follows:

1. Shared Use of the North Soccer Complex and Soccer Fields at the Wellness Park. The YMCA, WASP, and the School shall have the right to use the North Soccer Complex and soccer fields at the Wellness Park by reserving fields at the North Soccer Complex or the Wellness Park through the YMCA with at least seven (7) days prior notice of the date being reserved. Scheduling will be on a first-come basis, however, WASP and the School shall have scheduling preference Monday through Friday over other groups desiring to use the fields who are not a party to this Agreement
2. Shared Use of the City Fields and School Fields. The YMCA, WABC, and WASA shall have the right to use the City Fields and School Fields by reserving the fields through the YMCA with at least seven (7) days prior notice of the date being reserved. Scheduling will be on a first-come basis; however, WABC and WASA shall have scheduling preference Monday through Friday over other groups desiring to use the fields who are not a party to this Agreement.
3. Compliance with Rules and Guidelines Required. The use of the any of the facilities identified in this Agreement by WASP, WABC, WASA, or any other additional groups that sign on to this Agreement in the future is contingent upon said group following the rules and guidelines outlined in the operations document attached hereto as Exhibit "A". The failure to follow these rules and guidelines may cause a default of this Agreement so that said group loses its privilege to use the facilities described herein.
4. Ownership of the Facilities. The parties expressly agree that the YMCA, WASP, WABC, WASA, and any other group signing on to this Agreement in the future do not obtain any ownership or possessory rights to any of the facilities outlined in this Agreement.
5. Operations Committee. An Operations Committee is hereby established which will consist of representatives of the City, School, the YMCA, WASP, WABC, WASA and any other group that signs on to this Agreement in the future. The purpose of this Committee will be general oversight of the scheduling of the facilities, maintenance of the facilities and will mediate any disputes that arise under this Agreement.
6. Maintenance.
 - a. Turf Maintenance. The City or School, as owner of the facilities described herein, shall be responsible for the maintenance of the turf/grass at the facilities owned by each entity.
 - b. Ball Game Preparation and Maintenance. The YMCA or the entity using one of the fields under this Agreement shall be responsible for game preparation for the fields, including, but not limited to chalking and/or painting the fields and dragging the fields after the game in the case of baseball/softball fields. The person dragging the fields must be 18 years of age or older.

c. **Soccer Game Preparation and Maintenance.** The YMCA and City will work cooperatively to ensure that the soccer fields are appropriately painted, whether directly by those entities or by contract with a third party. The facility standard shall be that field lines are painted at least biweekly during the season, with allowances made for more or less frequent painting determined by the amount of game play, wear and tear on the fields, and weather conditions. City will ensure that all fields are pinned to provide appropriate line-marking locations, and only field paints jointly agreed upon by the City Parks Superintendent, YMCA Sports Director, and any third-party contractor will be used.

d. **Trash Removal.** Each entity using a field shall be responsible for the picking up of trash on the field and in the bench/bleacher areas after every game/practice. Said trash shall be deposited in receptacles to be provided by either the City or the School, as owner of the field.

7. **Concessions Stand Operations.** The YMCA is the chief agent for operations of concessions at the site and is tasked with ensuring compliance with health and safety regulations. The YMCA shall be the primary responsible party Monday-Friday. Events scheduled outside of this will need to provide their own staffing but will retain the proceeds after the cost of goods sold and a \$25 service fee have been deducted. Facility partners or outside entities that will be staffing the concessions stand for weekend events will need to provide the YMCA with a copy of their sales tax permit and ServeSafe certificate.

The YMCA shall receive the net sales proceeds from concessions events it staffs to compensate it for general management & inventory control.

Food trucks are allowable for events, subject to the advance payment of \$25 per day per event to the YMCA.

Facility Partners may offer branded merchandise at their events, at their sole effort and for their sole benefit.

8. **Fees for Use.** In general, events at the facilities will minimize the use of gate or parking fees. In the event the use of such charges is merited, it shall be approved in advance by the Washington Parks & Recreation Board, and a suitable percentage of the gate or parking fees shall be transferred to the City following the event. IHSSA events hosted by the School shall not be subject to paying a percentage of fees as long as the minimum charges mandated by the IHSSA for said events are utilized.

Facility Partners agree to pay \$10 per year per participant unduplicated in that organization's activity registrations (i.e., a child participating in multiple activities for a single entity in a year would only be subject to the \$10 charge one time). Said fees shall be remitted to the City with documentation of participants and calculation of fees no later than August 15 of the year. The City shall deposit all such fees in a dedicated fund for the maintenance of the complex.

9. Insurance. Prior to using any fields under this Agreement, the YMCA, WASP, WABC, and WASA shall maintain at all times during the Term of this Agreement for the protection of the City and/or School, as the case may be, comprehensive or commercial general bodily injury and property damage liability insurance in an amount of not less than \$1 million for each occurrence. Said insurance policies shall name the City and/or School, as the case may be, as an additional insured. The YMCA, WASP, WABC and WASA shall provide to the City and School, as the case may be, a certificate of insurance evidencing such policies with a thirty (30) day notice of cancellation.

10. Term and Termination of Agreement.

a. Term of Agreement. The term (“Term”) of this Agreement shall commence on April 1, 2021 and shall continue until December 31, 2026. The City or School, as appropriate as owner of the fields in question, may terminate this Agreement after December 31, 2026, by giving 90 days’ written notice to the other parties.

b. Notice of Default; Termination for Breach. In the event that either party breaches any term of this Agreement, the non-breaching party may send a Notice of Default to the breaching party giving the breaching party fourteen (14) calendar days to cure said default. In the event that said default is not cured within fourteen days or any extension given by the nonbreaching party, the entity breaching this Agreement shall be lose its privileges to use the facilities outlined in this Agreement.

11. Miscellaneous Provisions.

a. Notices. All notices required under this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or via hand delivery as follows:

To the City: City Clerk
 City of Washington, Iowa
 215 East Washington Street
 Washington, Iowa 52353

To the YMCA: CEO
 YMCA of Washington, Iowa
 520 W. 5th Street
 Washington, Iowa 52353

To the School: Superintendent of Schools
 Washington Community School District
 404 W. Main St.
 Washington, IA 52353

To WASP: Washington Area Soccer Program
c/o Heather Perez
415 E. Polk St.
Washington, IA 52353

To: WABC: Washington Area Baseball Council, Inc.
c/o Steve Vetter
114 McCreedy Drive
Washington, IA 52353

To WASA: Washington Area Softball Association, Inc.
c/o Jina Witthoft
2640 Palm Avenue
Washington, IA 52353

or at such other address as is from time to time designated by the party receiving the notice. Any such notice that is mailed in accordance herewith shall be deemed received when the Notice is deposited with the United States Postal Service, postage prepaid. In the event of hand delivery, the Notice shall be deemed delivered when the hand delivery is made to the address listed above.

b. No partnership or joint venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between any of the parties to this Agreement, or any of the successors or assigns of the parties to this Agreement.

c. Amendment. This Agreement shall not be amended or changed except by a written instrument executed by both parties.

d. Indemnification. The WASP, WABC and WASA agree to fully indemnify, defend, save and hold the School, City and YMCA, their officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the other party while performing these Services. This mutual indemnification shall not apply to acts or omissions by any party that are deemed intentional or reckless acts or omissions.

e. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior understandings and writings with respect to such matters, and may be changed or supplemented only by a writing executed by both parties.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together, shall constitute one and the same agreement.

g. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Iowa and any litigation commenced to enforce any of the terms of this Agreement

shall be filed in the Iowa District Court for Washington County or the Federal District Court for the Southern District of Iowa.

h. Binding Effect. This Agreement shall be binding upon the successors and assigns of each of the parties hereto.

i. Additional parties to this Agreement. The parties to this Agreement hereby expressly agree that the City can add a party to this Agreement as long as the party agrees to be bound by the terms of this Agreement. The Agreement may be assigned by a facility partner to a successor organization with the written approval of the City.

YMCA:

SCHOOL:

By: _____
Liz Hall, Board President

By: _____
Eric Turner, Board President

By: _____
Amy Schulte, CEO

By: _____
Willie Stone, Superintendent of Schools

CITY:

WASP:

Jaron P. Rosien, Mayor

By: _____

ATTEST:

Sally Y. Hart, City Clerk

WABC:

WASA:

By: _____

By: _____

YMCA:

By: _____
Liz Hall, Board President

SCHOOL:

By: _____
Eric Turner, Board President

By: _____
Amy Schulte, CEO

By: _____
Willie Stone, Superintendent of Schools

CITY:

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

COOPERATIVE AGREEMENT FOR THE USE
AND SCHEDULING OF RECREATION FIELDS

THIS AGREEMENT for the use and scheduling of recreation fields is entered into by and between the City of Washington, hereafter referred to as “City”; the Washington Community School District, hereafter referred to as “School” and the Young Men’s Christian Association of Washington County, Inc., hereafter referred to as the “YMCA.”

WHEREAS, the City is the owner eight (8) soccer fields generally referred to as the North Soccer Complex; four (4) baseball/softball fields and two (2) soccer fields generally referred to as the Wellness and two (2) baseball/softball fields generally referred to as Green and Redlinger fields (collectively the “City Fields”); and

WHEREAS, the School is the owner of one (1) baseball/softball field located at Lincoln Elementary School and one (1) baseball/softball field located at Stewart Elementary School (collectively the “School Fields”); and

WHEREAS, the City has entered into a management agreement with the YMCA to handle scheduling at the Wellness Park; and

WHEREAS, the City and School desire to enter into this Agreement for the YMCA to handle scheduling at the City Fields and the School Fields pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that at all times, the School Fields are exclusively for the use of the School during the regular school day and for School sponsored activities.
2. Notwithstanding the exception in Paragraph 1, the YMCA shall be responsible for scheduling the use of both the School Fields and the City Fields and shall provide access to a person designated by the School and City of the updated schedule for the School Fields and City Fields respectively.
3. The YMCA shall be responsible for, or make the group using the City Fields or School Fields be responsible for, preparation of any field for games/contests and shall drag all of the softball/baseball fields after any group practices or plays any game/contest and ensure that all trash has been picked up at the field after said practice and/or games/contests. Only persons 18 years of age or older may drag the fields with the City equipment.

Dated this ____ day of _____, 2021.

YMCA:

By: _____
Liz Hall, Board President

SCHOOL:

By: _____
Eric Turner, Board President

By: _____
Amy Schulte, CEO

By: _____
Willie Stone, Superintendent of Schools

CITY:

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

RECREATION SERVICES & FIELDS MANAGEMENT AGREEMENT

THIS RECREATION SERVICES & FIELDS MANAGEMENT AGREEMENT is entered into by and between the City of Washington, Iowa, an Iowa municipal corporation, 215 E. Washington Street, Washington, Iowa 52353, hereafter referred to as the “City;” and the Young Men’s Christian Association of Washington County, Inc., an Iowa nonprofit corporation, 520 West 5th Street, Washington, Iowa 52353, hereafter referred to as “YMCA.”

WHEREAS, the City does not currently have a Recreation Department and subsequently has traditionally contracted with the YMCA to provide recreation services for its citizens; and

WHEREAS, the City has readied four (4) baseball/softball fields and two (2) full-size soccer fields for play in the 2021 season, in addition to the existing and adjacent north soccer complex (collectively, the “Wellness Park sports complex”); and

WHEREAS, by separate agreement the YMCA is additionally expected to be the manager and scheduling agent for non-school activities at the ball fields at Lincoln and Stewart Elementary Schools through partnership with Washington Community Schools; and

WHEREAS, through an exhaustive committee process, it has been determined that the YMCA is the logical partner for the City in managing the Wellness Park sports complex, as well as its existing fields at Case Field; and

WHEREAS, the YMCA and the City have negotiated an agreement whereby the YMCA would continue to offer recreational services as well as Wellness Park management services to the benefit of the residents of Washington.

NOW, THEREFORE, the Parties agree as follows:

A. **RESPONSIBILITIES OF THE PARTIES.**

1. **Programming.**

- a. The YMCA shall provide a comprehensive suite of youth and adult recreational programming to the residents of Washington during the duration of this Agreement (the “Services”).
- b. The YMCA CEO shall see to the annual presentation to the Washington Park & Recreation Board of the suite of services expected to be offered, along with a report on participation and other measurable program results, no later than November 30 of each calendar year.
- c. The City shall allow the YMCA access to City-owned facilities at no additional cost to YMCA, for the purpose of providing the services contemplated in this Agreement.

2. Field Scheduling.

- a. YMCA shall keep a master schedule for the Wellness Park fields and all reservations for any of the fields for the Wellness Park shall be made through the YMCA. City shall direct all inquiries to the YMCA for scheduling.
- b. Prior to September 30 of each year this Agreement is in effect, the YMCA should schedule a meeting with the Washington Area Baseball Council (“WABC”), the Washington Area Softball Association (“WASA”) to discuss scheduling and Rules and Guidelines for use of the Wellness Park, attached hereto as Exhibit “B” and incorporated into this Agreement by this reference, with a follow up scheduling meeting to be held no later than November 30 of each year this Agreement is in effect.
- c. Prior to February 28 of each year this Agreement is in effect, the YMCA shall schedule a meeting with the Washington Area Soccer Program (“WASP”) to discuss scheduling and Rules and Guidelines for use attached hereto as Exhibit “B” for use of the Wellness Park, with a follow up scheduling meeting to take place no later than March 31 of each year this Agreement is in effect.
- d. When making the schedule for the Wellness Park, the YMCA shall adhere to the Field Reservation and Usage Policy attached hereto as Exhibit “A” and incorporated into this Agreement by this reference.
- e. Any non-facility partner entity that desires to schedule an event on either Saturday and/or Sunday shall contact the City to complete the rental agreement prior to the scheduling of these events by the YMCA.

3. Fees for Use of the Wellness Park.

- a. Each participant of the WABC, WASA, WASP or YMCA shall, prior to the start of the season, pay a fee of \$10.00 per unduplicated participant to be used for maintenance of the Wellness Park. The YMCA shall collect and forward these participation fees to the City, who will deposit said participation fees into a Wellness Park Operations & Maintenance fund solely for the purpose of operation and maintenance of the Wellness Park.
- b. Any group that desires to charge for persons attending the event at the gate shall obtain prior approval of the Washington Park & Recreation Board. The City may elect to receive a pre-determined portion any gate proceeds, in which case said gate proceeds shall be submitted to the City and deposited in the Wellness Park Operations & Maintenance fund.

- c. Any event scheduled on Saturday and/or Sunday shall be subject to a rental agreement between the City and the entity, and fees for non-facility partners shall be payable in full prior to the date of the event.
- d. The City and YMCA shall review the fees to be collected at the Wellness Park at any agreeable time, but no later than the 5th anniversary of this Agreement.

4. Maintenance of the Wellness Park.

- a. The City shall be responsible for ensuring that the fields at the Wellness Park are maintained for purposes for which the fields are intended, which shall include, but not be limited to, mowing, weed control, trimming and general maintenance of the Wellness Park fields and turf areas around the fields. The YMCA shall be responsible for dragging ball field infields in accordance with best practices. City and YMCA shall cooperate on usage and ownership of equipment for proper field maintenance.
- b. City shall provide general maintenance and cleaning for the restrooms and concession stands located in the Wellness Park, including the provision of consumable items for the restrooms (i.e. soap, paper towels, toilet paper, etc.)
- c. YMCA, or the groups that use the Wellness Park, shall be responsible for trash pickup around the grounds of the Wellness Park and depositing of trash into the City's dumpster located at the Wellness Park. City shall be responsible for payment for hauling the trash away from the dumpster.
- d. All utilities at the Wellness Park shall be paid by the City.

5. Concessions.

- a. The YMCA shall be responsible for operating the concession stand at the Wellness Park from Mondays through Fridays. This shall include the purchasing and replenishing of food, beverages, paper products and cleaning supplies for the concession stand. All equipment needed to operate the concession stand shall be provided by the City and YMCA.
- b. Outside groups may operate the concession stands on Saturday and/or Sunday with prior approval of the City and the payment of a \$200 service fee to the YMCA. Said outside group shall be responsible for providing its own food, beverages and paper products or arrange to reimburse the YMCA for the cost of goods sold based on a predetermined cost structure provided to them prior to the event. Each outside group that operates the concession stand shall provide the YMCA with a certificate of insurance

naming the City and YMCA on its policy as additional insureds and provide the YMCA with a copy of its sales tax permit and ServeSafe certificate.

- c. City shall provide general cleaning services for the concession stand. However, prior to the end of each day, the YMCA and/or outside groups shall ensure that all of the equipment in the concession stand is cleaned and trash is taken out to the City-provided dumpster.

6. Game/Contest preparation.

- a. Either the YMCA, or the outside group, whichever the case may be, shall be responsible for the chalking of the fields for baseball or softball games. The City shall provide the paint and chalk which will be stored in the maintenance building. Representatives of the YMCA shall have access to said maintenance building.
- b. YMCA shall be responsible for determining whether inclement weather will cancel/postpone games and/or contests at the Wellness Park from Mondays through Friday.
- c. The YMCA shall have a representative in charge or on call at the Wellness Park during the playing of games/contests in order to assist with the issues that arise during the games/contests. For non-YMCA activities and activities on weekends, the group organizing the event shall provide the YMCA with the name and mobile phone contact for the responsible person on site during the event.
- d. The City shall provide for a Parks contact on-call for any issues that may arise within the City's realm of responsibility.
- e. Soccer field lines shall be painted by the YMCA, City, or a third party agreed upon by the YMCA and City. Any paints used will be pre-approved by the YMCA Recreation Director and City Park Superintendent.

7. Compensation of the YMCA.

- a. Compensation. As compensation for providing the Services, the City shall pay to the YMCA \$40,000. Said payment shall be made in the following manner: \$20,000 by September 1 and \$20,000 by December 1. Said payment shall be delivered to the place listed in Section 10a below.

8. Insurance.

a. Workers' Compensation. YMCA will provide and maintain workers' compensation insurance on all of the YMCA's employees whom are providing the Services contemplated under this Agreement.

b. Liability Insurance. YMCA shall maintain at all times during the Term of this Agreement for the protection of the City and YMCA comprehensive or commercial general bodily injury and property damage liability insurance in an amount of not less than \$1 million for each occurrence. Said insurance policies shall name the City as an additional insured. YMCA shall provide to the City a certificate of insurance evidencing such policies with a thirty (30) day notice of cancellation.

9. Term and Termination of Agreement.

a. Term of Agreement. The term ("Term") of this Agreement shall commence on April 1, 2021 and shall continue until December 31, 2021. In the event this Agreement is not terminated pursuant to subparagraphs (b) or (c) below, the Agreement will remain in full force and effect on a calendar year-by-year basis after December 31, 2021, until terminated by either party in accordance with Sections 9b or 9c below.

b. Termination of Agreement for Convenience. This Agreement shall remain in full force and effect unless terminated by either party by giving written notice to the other party no later than October 31st of the year in which the Agreement is in operation.

c. Notice of Default; Termination for Breach. In the event that either party breaches any term of this Agreement, the non-breaching party may send a Notice of Default to the breaching party giving the breaching party fourteen (14) calendar days to cure said default. In the event that said default is not cured within fourteen days or any extension given by the nonbreaching party, this Agreement shall terminate.

In the event of termination under this subparagraph (c), the breaching party shall pay all reasonable costs and attorneys' fees required to terminate said Agreement or litigate the breach in a court of competent jurisdiction.

10. Miscellaneous Provisions.

a. Notices. All notices required under this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or via hand delivery as follows:

To the City: City Clerk
 City of Washington, Iowa

215 East Washington Street
Washington, Iowa 52353

To the YMCA: CEO
Y.M.C.A. of Washington, Iowa
520 West 5th Street
Washington, Iowa 52353

or at such other address as is from time to time designated by the party receiving the notice. Any such notice that is mailed in accordance herewith shall be deemed received when the Notice is deposited with the United States Postal Service, postage prepaid. In the event of hand delivery, the Notice shall be deemed delivered when the hand delivery is made to the address listed above.

b. No partnership or joint venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City on the one part, and the YMCA, its successors or assigns, on the other part.

c. Amendment. This Agreement shall not be amended or changed except by a written instrument executed by both parties.

d. Indemnification. The YMCA and City agree to fully indemnify, defend, save and hold the other party, their officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the other party while performing these Services. This mutual indemnification shall not apply to acts or omissions by either party that are deemed intentional or reckless acts or omissions.

e. Authority to Enter Agreement.

(a) In order to induce the YMCA to enter into this Agreement, the City represents and warrants that the execution of this Agreement is permitted by the statutory and constitutional authority of the City, and this Agreement has been duly authorized, executed and delivered, and will, throughout the Term of this Agreement, constitute a legal, valid and binding obligation of the City enforceable in accordance with the terms hereof.

(b) In order to induce the City to enter into this Agreement, the YMCA represents and warrants that the execution of this Agreement is permitted by the Articles of Incorporation and the Bylaws of YMCA, and this Agreement is duly authorized, executed and delivered, and throughout the Term of this Agreement, constitutes a legal, valid and binding obligation of the YMCA enforceable in accordance with the terms hereof.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior understandings and writings with respect to such matters, and may be changed or supplemented only by a writing executed by both parties.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together, shall constitute one and the same agreement.

h. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Iowa and any litigation commenced to enforce any of the terms of this Agreement shall be filed in the Iowa District Court for Washington County or the Federal District Court for the Southern District of Iowa.

i. Binding Effect. This Agreement shall be binding upon the successors and assigns of each of the parties hereto.

Dated this ____ day of _____, 2021.

YMCA:

CITY:

By: _____
Liz Hall, Board President

Jaron P. Rosien, Mayor

ATTEST:

By: _____
Amy Schulte, CEO

Sally Y. Hart, City Clerk