



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, April 6, 2021

Call to Order

Pledge of Allegiance

Roll call

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

Consent:

1. Council Minutes March 16, 2021
2. A&R Land Services, ROW Services Murphy Acquisition, \$1,162.50.
3. Garden & Associates, Business Park Subdivision Phase 2, \$1,386.25.
4. Garden & Associates, Whitesell Survey and Subdivision, \$403.36.
5. Garden & Associates, Buchanan Street Paving Project, \$13,315.31.
6. Garden & Associates, Reconstruction of Adams Street and 12th Street, \$5,260.98.
7. J&M Displays, Yarmouth, Annual Fireworks Display, \$9,000.00.
8. Pickens, Barnes, & Abernathy, Northway Well and Pump Co. v. City of Washington final invoice, \$4,678.30.
9. Urban Chicken Permit, 903 S. 4th Avenue, Melissa Turner
10. Wal-Mart Supercenter #1475, 2485 Highway 92, Class B Wine Permit, Class C Beer Permit (Carryout Beer), Class E Liquor License (LE), Sunday Sales (**renewal**)
11. Department Reports

Claims & Financial Reports:

- Claims for April 6, 2021

SPECIAL PRESENTATION

SPECIAL EVENT REQUESTS

- Main Street Washington Special Event Requests
- Blissed Out Movement Special Event Requests
- MUSIC Inc., Latinos for Washington, & Washington for Justice Juneteenth Special Event Request – June 19

- Washington Middle School Talent Show Special Event Request – May 18
- Chamber of Commerce Alive After 5 Special Event Requests – May 4 and June 8
- Latinos for Washington Inc. Special Event Request – September 25

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

PUBLIC HEARING

NEW BUSINESS

1. Discussion and Consideration of a Resolution to Close a Portion of an Alley (200 Block East-West Alley between South 2nd and South 3rd)
2. Discussion and Consideration of Change Order No. 2 for the City Hall/Police Building
3. Discussion and Consideration of a Resolution Accepting the City Hall/Police Building Construction Project as Completed and Approving Pay Application #14 – Partial Release of Retainage
4. Discussion and Consideration of Purchase of a Truck (WWTP – as budgeted for FY22)
5. Discussion and Consideration of Municipal Building LED Message Sign Quotes
6. Discussion and Consideration of a Resolution Approving a Sanitary Sewer Connection Agreement (Linn Hollow Mobile Home Park)
7. Discussion and Consideration of a Resolution to Setting a Public Hearing on Unified Commercial Urban Renewal Plan Amendment #5
8. Discussion and Consideration of a Resolution Setting a Public Hearing on the Proposal to Enter into a Development Agreement with Bazooka Farmstar, Inc.
9. Discussion and Consideration of a Resolution Approving Wellness Park Operational Agreements
10. Discussion and Consideration of a Resolution Dedicating a Street (W. 7th and North E – Wellness Park)
11. Discussion and Consideration of First Reading of an Ordinance Amending Chapter 165 (Definition of Essential Services)
12. Discussion and Consideration of First Reading of an Ordinance Changing the Boundaries of Zoning Districts (Wellness Park to C-1 Conservation Zoning)
13. Discussion and Consideration of Third Reading of an Ordinance Vacating a Portion of a Street (600 Block of East Tyler Cul-de-Sac)
14. Discussion and Consideration of a Resolution Conveying Surplus Property (600 Block of East Tyler Cul-de-Sac Right of Way)

15. Discussion and Consideration of a Resolution Approving a Preliminary and Final Plat (Tyler Circle Subdivision)
16. Discussion and Consideration of a Third Reading of an Ordinance Amending Chapter 55 – Animal Protection and Control Ordinance
17. Discussion and Consideration of the Proposed 2021-2026 Washington Police Department Strategic Plan
18. Discussion and Consideration of Request for Alcohol in Central Park at the Spring Craft Fair – Washington Chamber of Commerce **(added item)**
19. Discussion and Consideration of Pay Application No. 10 and Release of Partial Retainage – DeLong Construction, Inc. for Wellness Park Ballfields and Roadway **(added item)**
20. Discussion and Consideration of Purchase of an Aluminum Dumping Flatbed for Existing Truck (Parks Department – as budgeted for FY22) **(added item)**
21. Discussion and Consideration of Purchase of a John Deere ZTrak Mower **(added item)**

WORKSHOP

- Discussion on E. Jackson and E. Van Buren Parking

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 3-16-2021

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, March 16, 2021 at 6:00 P.M. Mayor Rosien in the chair.

Mayor Rosien administered the oath of office for Ila Earnest elected to serve as Ward 3 councilor.

On roll call present: Earnest, Gault, Moore, Pettit-Majewski (via Zoom), Stigers, and Youngquist.
Absent: none.

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, March 16, 2021 be approved. Motion carried.

Consent:

1. Council Minutes March 2, 2021
2. CIT Sewer Solutions, Heavy Cleaning and Televising, \$30,408.00.
3. Gronewold, Bell, Kyhnm & 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

Motion by Pettit-Majewski, seconded by Stigers, to approve Consent items 1-10. Motion carried.

Claims for March 16, 2021 and the Financial Report for March 2021 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Gault, to approve the claims for March 16, 2021. Motion carried.

Motion by Gault, seconded by Stigers, to approve the financial report for March 2021. Motion carried.

Mayor Rosien presented a proclamation for Junior Achievement Day on April 1, 2021.

Code Enforcement Officer Elaine Jennings presented the nuisance abatement update.

Greta Clemons with Washington County Hospital and Clinics via Zoom presented a special event request for Kidzfest in Central Park on May 21st. Motion by Stigers, seconded by Pettit-Majewski, to approve the special event request for Kidzfest with proof of insurance and continued work on street closures. Motion carried.

Alisha Davis with the Washington Chamber of Commerce via Zoom presented special event requests for Spring Craft Fair on May 8th, Summer Classic on June 4 and 5, Chair-A-Thon Auction on July 29, Fall Craft Fair on September 11, Flightline Live Concert on September 11, and Thursday Night Live Concert Series each Thursday June 3 through August 12. Motion by Gault, seconded by Youngquist, to approve the special event requests with continued work on street closures on September 11, 2021, and the dram shop request to be presented separately at a later meeting. Motion carried.

Motion by Stigers, seconded by Gault, to approve Sunday Night Church in the park request from First

Assembly of God 3-9 p.m. on May 30, June 27, July 25, and August 29, 2021, pending proof of insurance. Motion carried.

Motion by Youngquist, seconded by Earnest, to approve Palm Sunday Parade request for March 28, 2021, pending proof of insurance. Motion carried.

Motion by Stigers, seconded by Youngquist, to approve United Presbyterian Church Worship in Central Park requests 9:30-11:30 a.m. on May 30, June 27, July 25, and August 29, 2021, pending proof of insurance. Motion carried.
Presentation from the public: none.

Mayor Rosien announced that now is the time for public hearing for adopting a development agreement/sale of NLW Subdivision Lots (Matnic, LLC).

Public comments: Dale Torpey suggested delaying the agreement if timeline requirements changed to 36 months. City Administrator Brent Hinson stated the covenant remains 18 months for single lots to be built out and the agreement gives Matnic, LLC 36 months for all 9 lots to be developed.

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

Motion by Stigers, seconded by Pettit-Majewski, to approve a Resolution Adopting a Development Agreement/Sale of NLW Subdivision Lots (Matnic, LLC). Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-019)**

Motion by Pettit-Majewski, seconded by Youngquist, to approve an Agreement with C.J. Cooper and Associates Inc. for Drug and Alcohol Screening Services. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-020)**

Motion by Youngquist, seconded by Earnest, to approve the purchase of up to 16 Fire Department Air Bottles for up to \$8,240.00. Motion carried.

Motion by Earnest, seconded by Youngquist, to approve Pay Application 9 (Partial Release of Retainage) for North 4th Avenue Improvements. Motion carried.

Motion by Youngquist, seconded by Gault, to approve Revised Council Minutes from December 15, 2020. ECICOG Consultant John Bruce attended via Zoom. Motion carried.

Motion by Earnest, seconded by Stigers, to approve a Resolution Endorsing an Application for an All-Star Community Award (municipal campus). Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-021)**

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

Mayor Rosien announced a brief recess at 7:17 p.m.

Mayor Rosien announced the end of the recess and to return to the meeting at 7:23 p.m.

The council went into workshop to discuss Wellness Park Agreements. Washington YMCA CEO Amy Schulte joined discussion via Zoom. The three agreements included a Shared Use Agreement, Scheduling Agreement, and a Recreation Services & Field Management Agreement. Gault asked about the priority for scheduling. Mayor Rosien stated the process listed in section two of the Recreation Services Agreement includes the YMCA keeping a master schedule and the city's partner entities taking part in annual meetings for reserving fields cooperatively. City Administrator Brent Hinson stated the entities will work together and can review it after one year for any suggested changes if needed.

No action was taken, and the agreements will be presented for consideration by council at a future meeting.

The council went into workshop to discuss the Chapter 55 Animal Protection and Control Ordinance. Mayor Rosien stated there were some suggested additions from veterinarian Dr. Wendy Miller included in the draft. Police Chief Jim Lester explained the tethering section in the original ordinance is included under 55.03.

Motion by Gault, seconded by Stigers, to approve the Second Reading of an Ordinance Amending Chapter 55. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Earnest, seconded by Gault, that the Regular Session held at 6:00 p.m. Tuesday, March 16, 2021, is adjourned at 8:23 p.m.

Sally Y. Hart, City Clerk

A & R Land Services, Inc.

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

Invoice No. WAS-MUR-2021-2

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 3/16/2021
Order No. WAS-MUR-2021

Qty	Description	Unit Price	TOTAL
	FEBRUARY - MARCH, 2021		
15.5	ROW Services for City of Washington, Iowa 2021 Murphy Acquisition	\$75.00	\$1,162.50
	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		\$1,162.50
	Shipping & Handling		\$0.00
	Taxes Iowa		
	TOTAL		\$1,162.50

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



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577
Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

March 23, 2021
Invoice No: 41309

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

Professional Services for the Period: February 19, 2021 to March 18, 2021

Professional Services

	Hours	Rate	Amount	
Technician #4	3.50	83.00	290.50	
Totals	3.50		290.50	
Total Professional Services				290.50

Unit Billing

Mileage			67.86	
GPS Survey Equipment			45.00	
Total Units			112.86	112.86

Total Project Invoice Amount \$403.36

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA



J&M Displays Proposal for: City of Washington Washington, IA.

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$8,249.32	Total Shot Count:	1314
Discount:	\$1,359.32	Packing Check:	744
Subtotal Fireworks:	\$6,890.00	Date of Display:	07/04/21
Sales Tax:		Customer Number:	11252
Local Sales Tax:			
Insurance Processing:	\$900.00		
License and Permit:			
Shoot Fee:	\$850.00		
Delivery:	\$360.00		
Musical Firing:			
Shoot Cost:			
Equipment Rental:			
Barge/Pontoon Fee:			
Total Price of Show:	\$9,000.00		

Summary of Free Items Added to Your Show See Previous Pages for a Listing of Free Items

Free Items are Based on the \$6,890.00 Fireworks Subtotal

\$546.60	8% Free for Early Payment
\$1,057.85	15% Free for Multiple Year Agreement
\$1,604.45	Total Free

Total Value of Show is \$11,963.77. Your Price is \$9,000.00

*THANK YOU
Monte*

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Pickens, Barnes & Abernathy

1800 First Avenue NE, Suite 200

P.O. Box 74170

Cedar Rapids, IA 52407-4170

(319)366-7621

Federal Tax ID 42-0835719

Statement as of March 17, 2021

Statement No.16538

Washington, City of

2448-001: Northway Well and Pump Co v. City of Washington - Washington Co.

Professional Fees			Hours	Rate	Amount
1/5/2021	MGN	Outline for witness and exhibit list and comparison to documents produced with Initial Disclosures.	0.50	250.00	125.00
1/7/2021	MGN	Additional file review for exhibits for upcoming trial.	0.80	250.00	200.00
1/7/2021	MGN	Correspondence to City and attorney Olson regarding witness and exhibit list.	0.40	250.00	100.00
1/7/2021	MGN	Correspondence to witnesses to prepare for trial schedule.	0.30	250.00	75.00
1/9/2021	MGN	Finalize and review pretrial filings. Exchange correspondence with attorney Briley.	1.50	250.00	375.00
1/11/2021	MGN	Extended telephone discussion with attorney Briley concerning pretrial filings.	0.30	250.00	75.00
1/11/2021	MGN	Telephone update to Kevin Olson.	0.20	250.00	50.00
1/12/2021	BK	Correspondence with Olson and Hinson regarding Northway motion to continue trial.	0.50	250.00	125.00
1/12/2021	BK	Research regarding precedent on discharge of counsel as grounds for continuance.	0.60	250.00	150.00
1/12/2021	BK	Draft resistance and response to Northway motion to continue trial.	1.60	250.00	400.00
1/12/2021	MGN	Brief research regarding response to any request for continuance.	0.50	250.00	125.00
1/12/2021	TJA	Research on resistance to plaintiff's motion for continuance based on claim discharge of counsel.	1.00	250.00	250.00
1/15/2021	BK	Appear for hearing on Northway motion to continue trial (NO CHARGE).	0.50	0.00	0.00
1/15/2021	MGN	Attend hearing on motion to continue and receipt of order denying motion. Update to City and witnesses.	1.00	250.00	250.00
1/17/2021	BK	Receive, review, and analyze Northway application for interlocutory appeal and motion to stay.	0.40	250.00	100.00
1/17/2021	BK	Research on standard of review for denial of motion to continue and precedent applying the same.	1.00	250.00	250.00

1/17/2021	BK	Draft resistance to application for interlocutory appeal.	1.40	250.00	350.00
1/17/2021	BK	Draft resistance to Northway motion to stay.	0.50	250.00	125.00
1/18/2021	BK	Revise and finalize resistance to Northway motion to stay.	0.20	250.00	50.00
1/19/2021	BK	Revise and finalize resistance to Northway application for interlocutory appeal.	0.30	250.00	75.00
1/20/2021	BK	Receive and review Northway reply to resistance to application for Interlocutory appeal and Supreme Court order denying interlocutory appeal.	0.20	250.00	50.00
1/20/2021	BK	Dictate letter to Hinson regarding application for interlocutory appeal, motion to stay, resistances, and order denying Northway's application.	0.30	250.00	75.00
1/20/2021	MGN	Review plaintiff's exhibits and comparison to Initial Disclosures.	0.30	250.00	75.00
1/21/2021	BK	Telephone and email correspondence with Northway counsel regarding settlement negotiations and terms of settlement agreement.	1.30	250.00	325.00
1/21/2021	BK	Telephone and email correspondence with Hinson regarding settlement negotiations and agreement.	0.60	250.00	150.00
1/23/2021	MGN	Initial draft of settlement agreement and mutual release for review by City.	1.00	250.00	250.00
1/25/2021	MGN	Revisions to draft settlement agreement and correspondence to City.	0.30	250.00	75.00
1/26/2021	MGN	Finalize settlement agreement and correspondence to attorney Briley.	0.30	250.00	75.00
1/27/2021	MGN	Exchange emails with attorney Briley concerning changes to the settlement agreement.	0.20	250.00	50.00
2/2/2021	MGN	Exchange emails regarding Settlement Agreement with counsel for Northway and review of proposed Satisfaction of Judgment.	0.30	250.00	75.00
2/10/2021	MGN	Exchange emails with counsel and City regarding status of settlement documents and payment.	0.20	250.00	50.00
2/16/2021	MGN	Closing correspondence to City with Dismissals and Satisfaction of Judgment.	0.20	250.00	50.00
				Sub-total Fees:	<u>4,550.00</u>
Expenses					
1/31/2021		640 Photocopies @ \$.20 per sheet.			128.00
1/31/2021		3 Photocopies @ \$.10 per sheet.			0.30
				Sub-total Expenses:	<u>128.30</u>

Rate Summary

Terry J. Abernathy	1.00 hours at 250.00 /hr
Bradley J. Kaspar	0.50 hours at 0.00 /hr
Bradley J. Kaspar	8.90 hours at 250.00 /hr
Matthew G. Novak	8.30 hours at 250.00 /hr

Total Current Billing:	<u>4,678.30</u>
Previous Balance Due:	0.00
Total Now Due:	<u>4,678.30</u>

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



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

Urban Chicken Permit Application

****Failure to complete all sections of the application and provide supporting documentation may result in a return or denial of your application. ****

1. Applicant Information

Name Melissa Turner
 Property Address 902 S. 4th Ave
 Daytime Phone # 319-461-8866 Evening Phone # _____

Number of chickens &/or poultry to be kept 4
 (No roosters are allowed, Maximum number is 4)

2. Application Checklist

Resident's Submittal

Staff Review

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • Landlord sign-off (if applicant is a tenant) • Description of chicken coop and pen including materials used & cubic feet • Diagram of the property including dimensions, location of coop and pen, and identification of adjacent properties by street address • Sign-off of all adjacent property owners (please use form attached as Exhibit A) | <p><u>NA</u></p> <p>✓</p> <p>✓</p> <p>✓</p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|--|---|---|

"One of the 100 Best Small Towns in America"

3. Statement of Understanding (Please initial by each item)

MA 1) I am aware that owners of all adjacent properties (i.e., all properties that contact each other at any point) must give their written consent for any urban chicken permit application to be approved.

MA 2) I am aware that I must receive approval from the City prior to obtaining chickens.

MA 3) I will follow all City ordinances and state laws relating to the care and keeping of animals.

MA 4) I am aware that I am responsible for keeping chickens within the confines of my property at all times.

MA 5) I am aware that I may not make any dimensional changes to my chicken coop without first obtaining approval from the City of Washington.

MA 6) I grant the right for City staff to inspect my property at any time to investigate a complaint related to this permit.

MA 7) I acknowledge that I live in an owner-occupied single-family home, or if renting, have the written permission of my landlord (landlord must provide a signature below).

MA 8) I affirm that I have never been found guilty of any animal welfare, neglect or cruelty violations.

MA 9) I understand that the permit is a limited license for the activity, no vested zoning rights arise from this permit and that the permit does not run with the land.

MA 10) I understand the private restrictions on the use of the property shall remain enforceable and shall supersede the permit. I affirm that there are no private restrictions including, but not limited to, deed restrictions, condominium restrictions, neighborhood association bylaws, covenants, and restrictions and rental agreements. A permit issued to a property subject to private restrictions that prohibit keeping of chickens is void.

MA 11) I understand that the City Council's approval is good for two years, by which time the City may have developed different guidelines and I must reapply for my continued keeping of chickens.

I affirm that all statements contained in the application and attachments are true and correct and that I the permit holder will keep the chickens in compliance with all related ordinances and as otherwise directed by the City Council. I understand that failure to comply with regulations may result in revocation of the permit and/or issuance of a municipal infraction.

Signature MA _____ Date 3/4/21 _____

If applicant is a tenant, the landlord must sign below:

As the owner/authorized manager of the property at _____ (address), I give permission for my tenant _____ (applicant), to install a chicken coop and to keep chickens on the property, as may be approved by the City Council.

Landlord Signature _____ Date _____

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



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

**NEIGHBOR SIGN-OFF FOR URBAN CHICKEN PERMIT
 EXHIBIT A TO PERMIT APPLICATION**

Any person wanting to keep chickens must first receive written approval from all property owners adjacent to the property for which the permit is requested. Adjacent means all parcels of property that share a property line with the applicant's property, including those that only meet at a single property corner.

Applicant Name: Melissa Turner

Site Address: 903 S. 4th Ave

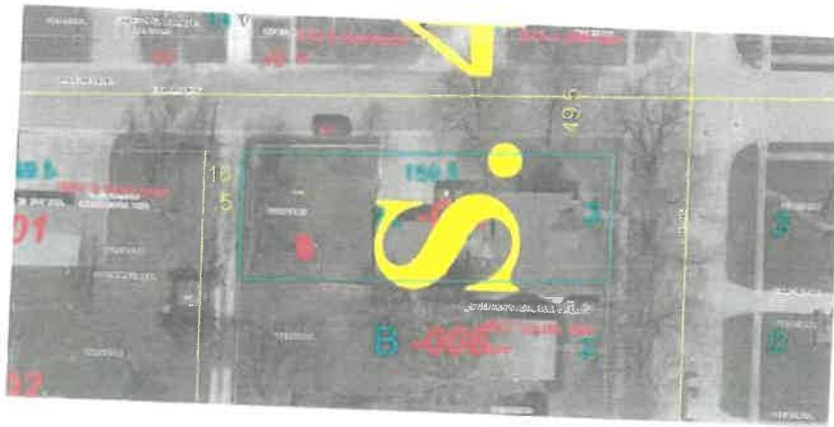
The above applicant wishes to keep chickens in a coop at the property listed. I/We, being the adjacent property owner(s), have been provided a diagram of the planned coop and pen in relation to the applicant's property lines, and do not object to the above-named person keeping chickens as may be approved by the Washington City Council.

Name(s) & Address	Phone	Signature(s) & Date
Kristina Halbur 825 5th Ave	712 249 8499	Kristina Halbur 3/4/2021
Adam Clark 310 E Harrison St.	319 930- 8216	Adam Clark 3/4/2021
Carol Nardy 301 E. Harrison	653-3044	Carol Nardy
Zac Morrison 907 South 4th	319-591-1347	[Signature]

(For additional adjacent property owners, please attach additional sheets)

"One of the 100 Best Small Towns in America"

903 S. 4th Ave urban chicken permit info



RED square indicates coop and pin location

Dimensions of property are 159.5'x54'

Coop - made of 2"x2" wood studs with OSB walls and floors roof is asphalt shingles

Coop Dimensions are 5'x5'x5 (125 cubic ft)

Pin- made of 1'x4' lumber and hardware cloth Pin dimensions are 4'x6'x5' (120 cubic ft)

Applicant License Application (LE0001529)

Name of Applicant: <u>Walmart Inc.</u>		
Name of Business (DBA): <u>Wal-Mart Supercenter# 1475</u>		
Address of Premises: <u>2485 HWY 92</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business	<u>(319) 653-7213</u>	
Mailing	<u>702 SW 8th Street</u>	
City <u>Bentonville</u>	State <u>AR</u>	Zip: <u>72716</u>

Contact Person

Name <u>Sarah Kerr</u>	Email <u>COMPLIC@wal-mart.com</u>
Phone: <u>(479) 258-8818</u>	

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 05/11/2020

Expiration Date: 05/10/2021

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Doug McMillon

First Name: Doug **Last Name:** McMillon
City: Bentonville **State:** Arkansas **Zip:** 72712
Position: President & CEO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Cynthia Moehring

First Name: Cynthia **Last Name:** Moehring
City: Bentonville **State:** Arkansas **Zip:** 72712
Position: Sr. VP & Chief Compliance Officer
% of Ownership: 0.00% **U.S. Citizen:** Yes

Andrea Marie Lazenby

First Name: Andrea Marie **Last Name:** Lazenby

City: Bentonville State: Arkansas Zip: 72712
Position: Assistant Secretary
% of Ownership: 0.00% U.S. Citizen: Yes

Matthew Allen

First Name: Matthew Last Name: Allen
City: Rogers State: Arkansas Zip: 72758
Position: Assistant Treasurer
% of Ownership: 0.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>American Casualty Company of Reading, PA</u>		
Policy Effective Date:	<u>05/11/2020</u>	Policy Expiration	<u>01/01/1900</u>
Bond Effective	<u>2</u>	Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

MAINTENANCE & CONSTRUCTION DEPT. REPORT

3-6-21/3-19-21

STREETS: Personnel pothole patched on numerous occasions. Personnel poured the wash bay hole and the clean out on the outside, total yards poured 7 for both Street and Sewer Collection. Street sweeper made it out to begin sweeping.

WATER DISTRIBUTION: Personnel repaired a broken gate valve box (Y's new service on West 5th St).

SEWER COLLECTION: Personnel flushed terminal manholes and trouble spots, using 26,000 gallons of water. Personnel jetted and root sawed on a few sanitary mains. Personnel excavated a sinkhole in Jersey Mike's drive thru, set a manhole and finished by pouring the pavement followed by opening up to traffic. Personnel poured 9 yards of flowable mortar in the excavation beforehand to fill up the 18 inch pipe to the north after televising and verifying no connections. Personnel replaced a sanitary sewer line located south of South Ave E-West Adams St, totalling over 200 ft. This is inside Boothill Ranch just west of Woodlawn Cemetery.

STORM SEWER COLLECTION: Personnel unplugged storm intakes with the recent rain.

MECHANIC/SHOP: Personnel serviced Sweeper (Modify dirt shoe, replace grease zerk line, hopper load wheel bearing, replace main broom and adjust broom pattern), PD 636, FD Aerial, PD 307 (rotate tires, mount chop sticks, flashlight & fire extinguisher and salt eliminator), PD 005 (brake issue), PD 232 (modify gun mount) and FD Tanker (Pump charger wiring).

OTHER: Personnel responded to 47 One Call Locates. Hauled rock and sand back to the stock piles. Personnel began the yard waste and bag pick up program.

*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.

MAINTENANCE & CONSTRUCTION DEPT. REPORT 3-20-21/4-2-21

STREETS: Personnel operated the street sweeper through most of the town. Personnel pothole patched numerous areas. Personnel sawed a few areas for concrete replacement.

WATER DISTRIBUTION: Personnel repaired #8 water main break of the year located just west of F Ave on West Madison, a 6 inch PVC 7 ft was installed replacing the old 6 inch CIP. Personnel repaired a leaky curb stop located at 902 North Marion Ave, where a leak had been originally found on the property owners side. Personnel installed a 1 ½ inch water service for the new duplex on West 5th St (503 & 505).

SEWER COLLECTION: Personnel installed two 4 inch sewer taps located at 503 & 505 West 5th St duplex. Jetted and root sawed sewer line located at 915 North Marion. Jetted at 903 North Iowa Ave.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced sewer jet (replacing the reel control), Sweeper (changed all hydraulic filters and checked broom pattern), PD 306 (rotate tires, replace front brake pads & rotors, bleed brakes and torqued wheels after test drive and salt eliminate the car), took Explorer to Mincer Ford for a recall, #119 (removed salt spreader), 201 WWTP, K9 (rotate tires, front differential and took photos of front bumper for repair estimates), FD F-150 (multiple dash light issues), FD #2 (diagnosis for starting issue & ordered parts and removed old starter), New FD Tanker (portable pump charger wiring and install battery fender), FD #5 (began service) and #104 (installed shims on doors).

OTHER: Personnel responded to 49 One Call Locates. Continued with the yard waste program. Personnel installed the newly painted flag drop off box. Personnel loaded up scrap metal onto two 30 yard dumpsters.

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

**WWTP report
April 2nd , 2021
Council meeting**

- **After hour alarm and dog call outs –**
03-20-21 Dog call at the WWTP 9:45 a.m. Jason
03-20-21 Dog call at the WWTP 2:00 p.m. Jason
03-20-21 Dog call at Paws and More 11:30 Parker
03-24-21 Alarm at WWTP due to high flows 12:00 a.m. Jason
- **Dept Head meetings –**I attended the meetings on March, 16th, 23rd, 30th
- **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.
- **Mower Delivery-** The mower we ordered last year is to be delivered mid-week of March 29
- **D.O. Meters-** Andrew from Onsite Service Solutions was here 3-24-21 and serviced and calibrated all D.O. (dissolved oxygen) meters and our TSS (total suspended solids) meter. One D.O. Meter was a little, after discussing it with Andrew we plan to replace next spring on his next visit.
- **Truck Bid-**I am including a truck bid for approval, for July 1st delivery. The money was approved and will be available July 1st in line 610-6-8015-6910.
- **E-Coli testing-**April will be our first of three months for e-coli testing.
- **Time off-** I will be off March 31st through April 4th

**Jason Whisler
2/26/2021 10:00 A.M.**

Elm Grove & Woodlawn Cemeteries

Council Report for February 2021

I plowed snow at the WWTP three times in February, four times at the airport, and four times at the cemetery. I moved snow for 4 funerals. I had 3 family requests for information this month. I sold several cemetery plots. I have been working on updating cemetery records and the cemetery information book. I also have been working on equipment repairs and servicing mowers.

We have had 4 funerals at Elm Grove this month, 9 interments so far this year. In March, we plan to continue with funeral services, begin spring cemetery cleanup (as weather permits), updating cemetery records, plowing snow as needed, and finish servicing mowers and trimmers. Thank you.

Respectfully submitted,

Nicholas Duvall

Elm Grove & Woodlawn Cemeteries

Council Report for March 2021

I broomed rock at both cemeteries, along with the WWTP, Lexington lift Station, and the old Jones property. We completed the spring cemetery cleanup with about 30 bags of trash, and picked up several loads of sticks. We also cleaned up sod and other debris left from plowing snow. I also have been able to negotiate with a family, exchanging cemetery plots, so the Right-of-Way of West Buchanan Street could be moved a little farther into the cemetery. I had 4 family requests for information this month. I sold several cemetery plots. I have been working on updating cemetery records and the cemetery information book. I also have been working on equipment repairs and servicing mowers. I had one part time employee start on 3/22. I was also off for a couple of weeks with carpal tunnel surgery.

We have had 9 funerals at Elm Grove this month, 18 interments so far this year. In April, we plan to continue with funeral services, updating cemetery records, settle and seed winter graves, finish servicing mowers and trimmers and start mowing and trimming. Thank you.

Respectfully submitted,

Nicholas Duvall

**Brent Hinson, City
Administrator
Jaron Roslen, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney**



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

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

**Parks Superintendent:
Nick Pacha**

Winter - March 2021 City Council Update – Parks Department

- Lots of snow removal over the winter. Clearing of snow on Kewash trail
- Removed Central park fountain cover and decoration. Ordered new decoration for fall installation.
- Changed out chamber/main street decorative downtown banners
- Put up and take down holiday decorations around town
- Attended weekly Department head meetings.
- November, December, January, March Park Board meetings
- SASSO meetings
- Wellness Park progress meetings & Wellness Park operations meetings.
- Meetings with contractors at Wellness park.
- Acquisition of owner supplied items for Wellness Park
- 5 trees removed and branches trimmed at Parks.
- Install and painting of cabinets and countertops at Concession stand
- Maintenance of equipment
- Took delivery of new pickup and tractor for Dept.
- Looking into switching chemical sanitization at outdoor pool and bids for outdoor pool heater.
- Grant applications to Betterment foundation for Flowers and fountain decoration. Grant to Aureon for security cameras at Wellness Park.
- Removal of Federation Bank Mushroom top to get repainted and decals. Federation Bank sponsored this project.
- Raking and blowing of leaves at Parks
- Garbage removal at Parks, clean up and repair of grounds after snow removal.
- Restrooms at Central Park and Sunset still closed due to Covid-19 - we will open them up soon.

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

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
APRIL 6, 2021**

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	1,008.72	
	ACE-N-MORE	BATTERIES	88.94	
	ADAM, SETH	MEAL REIMBURSEMENT	22.85	
	BDH TECHNOLOGY LLC	SYSTEM UPGRADES/IT CONTRACT	949.93	
	CDW GOVERNMENT	RMS SERVER UPGRADE- 1/3 PD	2,930.00	
	EMBROIDERY BARN	UNIFORM REPAIRS	93.50	
	IOWA EMERGENCY VEHICLE INSTALLS	EQUIPMENT & INSTALLATION	883.00	
	MARCO, INC.	COPIER/PRINTER LEASE	393.86	
	QUILL	OFFICE SUPPLIES	52.38	
	WAL-MART	POLICE SUPPLIES	3.68	
	TOTAL	6,426.86		
FIRE	ARNOLD MOTOR SUPPLY	MINI LAMP	288.81	
	ALLIANT ENERGY	ALLIANT ENERGY	2,269.62	
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	133.60	
	FIRE SERVICE TRAINING BUREAU	CERTIFICATIONS-MURGIA	100.00	
	CINTAS CORP LOC. 342	TOWEL SERVICE	77.66	
	VISA-TCM BANK, N.A.	OFFICE SUPP , BATTERY CHA	72.79	
	RELIANT FIRE APPARATUS	PARTS	1,160.94	
		TOTAL	4,103.42	
	DEVELOPMENT SERV	ARNOLD MOTOR SUPPLY	CLEANER	18.66
		CAPPER CHRYSLER DODGE JEEP RAM	VEHICLE REPAIR	440.50
VISA-TCM BANK, N.A.		FIRE EXTINGUISHER TAGS/SUBSCRIP	493.27	
		TOTAL	952.43	
LIBRARY	ALBERT, KIRK	MILEAGE REIMBURSEMENT	39.20	
	BLACKSTONE PUBLISHING	LIBRARY MATERIALS	472.42	
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	104.25	
	CINTAS CORP LOC. 342	RUG SERVICE	64.98	
	DES MOINES REGISTER	SUBSCRIPTION	416.16	
	PEARSON, MAYA ELI	PROGRAMMING	40.00	
	PRARIE LIGHTS	BOOKS	84.48	
	STAPLES BUSINESS ADVANTAGE	TONER & ENVELOPES	266.75	
	VALENTINE, TAMMY	MILEAGE REIMBURSEMENT	8.96	
	VISA-TCM BANK, N.A.	POSTAGE AND TECHNOLOGY	100.94	
	WAL-MART	SUPPLIES	109.13	
		TOTAL	1,707.27	
	PARKS	ACE-N-MORE	SUPPLIES	162.19
		ACTION SERVICES INC	PORTABLE TOILETS	790.00
ALLIANT ENERGY		ALLIANT ENERGY	869.65	
AMAZON CAPITAL SERVICES		PARTS & EQUIPMENT	197.86	
ARNOLD MOTOR SUPPLY		SUPPLIES	16.36	
CINTAS FIRST AID & SAFETY		FIRST AID SUPPLIES	45.00	
O'REILLY AUTOMOTIVE INC		OIL FILTER	6.94	
PIONEER MFG.		QUIK STRIPE- ARCTIC WHITE	242.00	
STOUT COMPANIES		FERTILIZER AND HERBICIDE	1,400.00	
VISA-TCM BANK, N.A.		FLOOR MATS	127.95	
WAL-MART		SUPPLIES	36.52	
		TOTAL	3,894.47	

POOL	ALLIANT ENERGY	ALLIANT ENERGY	177.40
		TOTAL	177.40
CEMETERY	ACE-N-MORE	TRASH BAGS/OIL	188.88
	ALLIANT ENERGY	ALLIANT ENERGY	548.41
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	55.32
	EASTERN IOWA CHIROPRACTIC	DRUG SCREENINGS	45.00
		TOTAL	837.61
FINANCIAL ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	1,765.26
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	37.48
	CINTAS CORP LOC. 342	RUG SERVICE	42.79
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	IGRAPHIX, INC	COPY PAPER	2,336.82
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	320.00
	IOWA LEAGUE OF CITIES	IMPI-SUMMER SESSION- K BRO	224.00
	RUNNING ROBOTS	WEBSITE HOSTING & MAINT	498.00
	VISA-TCM BANK, N.A.	MEMBERSHIP/REGISTRATION	404.99
	WAL-MART	SUPPLIES	56.17
		TOTAL	5,840.49
AIRPORT	ALLIANT ENERGY	ALLIANT ENERGY	1,233.75
	CLOUDBURST 9	INTERNET	72.09
	TITAN AVIATION FUELS	FUEL	15,022.14
	VISA-TCM BANK, N.A.	FUEL SYSTEM	1,346.25
		TOTAL	17,674.23
ROAD USE	ACE-N-MORE	SUPPLIES	62.53
	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES/PLOW LIGHT	108.71
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	329.00
	CONSTRUCTION MATERIALS INC.	TIE BARS	960.00
	DOUDS STONE LLC	ROADSTONE	142.22
	EASTERN IOWA CHIROPRACTIC	DRUG SCREENINGS	90.00
	ELLIOTT EQUIPMENT CO	PARTS	1,564.45
	JOHN DEERE FINANCIAL	SUPPLIES	95.24
	MIDWEST WHEEL	APPLICATOR	160.80
	PRODUCTIVITY PLUS	84" BOLT ON	604.80
	STOUT COMPANIES	SEED AND FERTILIZER	275.50
	TIFCO INDUSTRIES	CLAMPS, VALVES, AND COUPLI	527.13
	TRUCK COUNTRY OF IOWA	REPAIRS	9,328.06
		TOTAL	14,248.44
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	355.36
	FRANZEN, DENNIS	TRAFFIC SIGNAL REPAIR	102.00
		TOTAL	457.36
HOTEL/MOTEL TAX	WALLDOG PUBLIC ART	MURAL PAINTING-DOWNPMT	6,750.00
		TOTAL	6,750.00
CAPITAL EQUIPMENT	MORNING SUN FARM	TRACTOR - PARKS	39,278.68
		TOTAL	39,278.68
CAPITAL PROJECTS	BEACON ATHLETICS	BASEBALL DIAMOND SUPPLIES	3,821.00
	COMMUNICATIONS ENGINEERING CO	SERVICE- INSTALLATION	8,710.00

	FOX ENGINEERING ASSOCIATES, INC YOTTYS, INC.	N 4TH STREET IMPROVEMENTS TERRAIN VEHICLE TOTAL	3,250.00 4,900.00 20,681.00
RESIDENTIAL DEVELOP	AHLERS & COONEY, P.C. WASH TITLE & GUARANTY CO	PROFESSIONAL SERVICES NINE LOTS- E TYLER TOTAL	105.00 1,800.00 1,905.00
TREE COMMITTEE	MCCONNELL, MARDE	TREE COMM- BEAUTIFICATION TOTAL	29.68 29.68
K-9 PROGRAM	JOHN DEERE FINANCIAL	K9 FOOD TOTAL	140.62 140.62
LIBRARY GIFT	AMAZON I TECH TECHNOLOGY EXPERTS PRARIE LIGHTS	LIBRARY MATERIALS PRINTER & WARRANTY BOOKS TOTAL	136.04 879.99 46.99 1,063.02
WATER PLANT	ALLIANT ENERGY CINTAS FIRST AID & SAFETY FERGUSON WATERWORKS# 2516 ION ENVIRONMENTAL SOLUTIONS JENNINGS, ELAINE MIDWEST ALARM POSTMASTER STREFF, ROSE WATER SOLUTIONS UNLIMITED	ALLIANT ENERGY FIRST AID SUPPLIES METERS LAB SERVICES MILEAGE REIMBURSEMENT CELLULAR DIALER COMMUNICAT BULK MAILING WATER BILLS MILEAGE REIMBURSMET CHEMICALS TOTAL	4,438.29 46.86 9,372.90 119.00 18.48 2,601.64 828.31 5.60 7,474.69 24,905.77
WATER DISTRIBUTION	ACE-N-MORE ALLIANT ENERGY ARNOLD MOTOR SUPPLY BELL, JUSTIN J CRONE, TONY JOHN DEERE FINANCIAL NORSOLV SYSTEMS ENVIRONMENTAL SERVICES RIVER PRODUCTS SCHIMBERG CO. USA BLUEBOOK	MARKING PAINT ALLIANT ENERGY PARTS BOOT REIMBURSEMENT BOOT REIMBURSEMENT SUPPLIES USED OIL RECYCLING SAND SUPPLIES & EQUIPMENT ALUMINUM COUPLINGS TOTAL	355.80 53.55 299.84 100.00 100.00 358.03 311.40 94.17 2,054.16 73.14 3,800.09
SEWER PLANT	ACE-N-MORE ALLIANT ENERGY AMAZON CAPITAL SERVICES ARNOLD MOTOR SUPPLY DETECTION INSTRUMENTS CORPORATION EASTERN IOWA CHIROPRACTIC MINCER FORD ONSITE SERVICES SOLUTIONS, LLC TESTAMERICA LABORATORIES INC USA BLUEBOOK VISA-TCM BANK, N.A.	TOOLS FOR SHOP ALLIANT ENERGY HEAD LIGHTS FRONT END REPAIR/BLOWER H2S CALIBRATIONS DRUG SCREENINGS FRONT END REPAIR D.O. METER CALIBRATION CERTIFIED TESTING FEES FLOAT SWITCHES CONFERENCE/TRAINING/MEMBER TOTAL	33.99 10,859.76 47.99 811.59 343.37 45.00 992.85 2,971.00 1,701.00 323.81 803.09 18,933.45

SEWER COLLECTION

ARNOLD MOTOR SUPPLY
IDEAL READY MIX
IOWA COMMUNITIES ASSURANCE POOL
JOHN DEERE FINANCIAL
SCHIMBERG CO.
SEWER EQUIPMENT
USA BLUEBOOK
WASHINGTON DISCOUNT TIRE

PARTS 96.6
CEMENT-CITY SHOP/JERSEY MI 2,308.0
SEWER EQUIP INSURANCE 219.0
HYDRAULIC OIL 237.7
SUPPLIES & EQUIPMENT 1,346.8
PARTS 463.5
HOSE 581.7
YARD WASTE TRAILER TIRES 155.9
TOTAL 5,409.32

SANITATION

JOHNSON COUNTY REFUSE INC
WASH CO HUMANE SOCIETY

CITY LOCATION REFUSE PICKU 500.00
MARCH COLLECTIONS - HUMANE 340.10
TOTAL 840.10

TOTAL 180,056.72

205 W. Main Street Washington, Iowa 52353
319-653-3918 | 888-832-3529 | sarah@washingtioniowa.org



2021 Board of Directors

3/31/2021

Brent Kromrie, President
Tim Elliott, Vice President
Elaine Moore, Treasurer
Jordan Hill, Secretary
Jamie Collier
Maddie Widmer

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

Ex-Officio

Michelle Redlinger
Stan Stoops
Brent Hinson
Mary Audia

Dear City Council Members,

Main Street Washington is jumping in with both feet to planning our annual slate of activities. Attached to this letter which gives more details on the events you will also find a special event application for each event, a packet of maps for the various activities. I have spoken with the appropriate departments. We are not creating any new events this year, but repeating past successful events.

What we do in a nutshell?

- Historic Preservation
- Economic Development
- Business Support
- Downtown Beautification
- Design Assistance & Consultation
- Marketing
- Event Planning
- Community Organizing
- & so much more. .

Due to the ongoing COVID 19 pandemic, we will be continuing to encourage mask wearing & social distancing as well as providing hand-wash stations as well as sanitizers. All events will be handled with CDC & local public health's guidance & recommendations.

Events we are requesting permission for:

- **Main Street Masters- putt putt tournament**
 - Friday May 7, 2021 from 5-8 pm *actual event is 6-8 pm
 - Businesses will be setting up miniature golf holes around the square on the sidewalks or inside their doors. Central Park will be used for sign ups & playing music from the bandstand during the event.
 - We will utilize the cross-walk signs stored in the Bandstand at the 4 mid-block crossings.
- **Washington Farmers' Market**
 - Thursday May 20th through October 14th from 5-7:30 pm

Business Visit Program

We'd love to know more about you & your business! Let's sit down & see how Main Street can benefit you.

Farmers' Market was quite successful In 2020. As we launch into our 33rd season, we will continue as we have In the past. We are asking for parking on

Accredited by:



the northwest side of the square to be blocked for our featured food truck weekly starting May 27th.

- We will continue to have the handwash & sanitizers out. Vendors will be required to wear masks & customers will be encouraged to as well.
 - After speaking with Nick we will encourage our vendors to shift spaces to protect the grass. Rugs where vendors are walking would also be allowed to help protect the long-term health of the grass.
- **Movies on Main Street**
 - Friday's June 4, July 2, August 6th from 8-10:30 pm; October 8th as part of Hocus Pocus in the Park.
 - Free family films shown on the bandstand.
 - We would like our concessions stand to return for 2021.
 - We will continue to encourage social distancing & mask wearing when interacting with groups outside your immediate family.
 - Crosswalk signs will be used for the mid-block crossings.
- **Sip & Shop/Fall Fashion Week Mash-Up**
 - Tentatively: Thursday September 9, 2021 from 4:30-8 pm (event from 5-7:30 pm)
 - 3rd annual wine tasting event mashed up with our Fall Fashion show. The Fashion Show usually takes place inside a restaurant & has a limited number of tickets available, but for safety reasons, we'd like to host it free on the bandstand as people peruse the Farmers' Market & get their wristbands/Id check for Sip & Shop.
 - Sip & Shop is contingent upon continued lowering of COVID numbers, increases in vaccinations, & retailer/winery comfort.
 - Main Street will be applying for our Class C Native Wine license at a later date for this event.
- **Hocus Pocus in the Park**
 - Friday October 8, 2021 from 6-9 pm
 - Repeating last year's successful Halloween celebration with Costume Contest, Free Meal, Candy & Pumpkin Giveaways, Games, & capping the night off with the final installment of Movies on Main Street. (Rain Date October 15th)
 - We will use the crosswalk signs at the mid-block crossings & all activities will be contained within the park & on the bandstand.
- **SNOW Holiday Lighting Ceremony & Parade**
 - Saturday November 27, 2021 from 4:30-9 pm
 - Live Radio Play- close the street in front of the Library for the Live Radio Play performance.
 - Hayrack Rides around inside perimeter of the Square from 6-9 pm
 - Lighting Ceremony on the Central Park bandstand at 6 pm
 - Parade at 6:30 pm
 - We're spreading the route out an additional block. We'd like to encourage people to park at Fareway & in the City lot on 2nd Street.
 - For the parade we are requesting from City Maintenance additional Type A barricades & Cones:

- Barricades for the corners of the square
- The corner of B Avenue/Main
- 2nd Street/Marion Avenue
- Cones for around the square for No Parking Signs
- WPD: In previous years we have had issues with vehicles trying to get around barricades & during parade line-up. This is dangerous for our volunteers & parade participants. We'd like to station a WPD car:
 - B Ave./Washington- to direct traffic & lead the parade
 - B Ave./Main- traffic control
 - 2nd St/Marion Ave. (Methodist Church)- traffic control

Please let me know if you have any questions related to these events. I'm happy to answer them.

Thank you for your continued support,



Sarah Grunewaldt
Executive Director
Main Street Washington



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: Main Street Masters

Coordinator: Sarah Grunewaldt

Contact Number: 319-653-3918

Email Address: sarah@washingtioniowa.org

2. EVENT INFORMATION

Event Description: A putt-putt tournament around the square in Downtown Washington. Golf holes will be built by & placed in front of businesses on the sidewalks. This will be our 3rd tournament.

Businesses from outside of downtown are eligible & will be partnered with a business host.

Days/Dates of Event: Friday May 7th, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) 5-8 pm

Event Location: Downtown, Central Park for sign-up. Food Trucks.

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 gators/UTV/ATV on City streets
- Use of City Park (specify park: _____) Parade (attach map of route and indicate streets to be closed)
- Electrical Needs: _____
- 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? _____

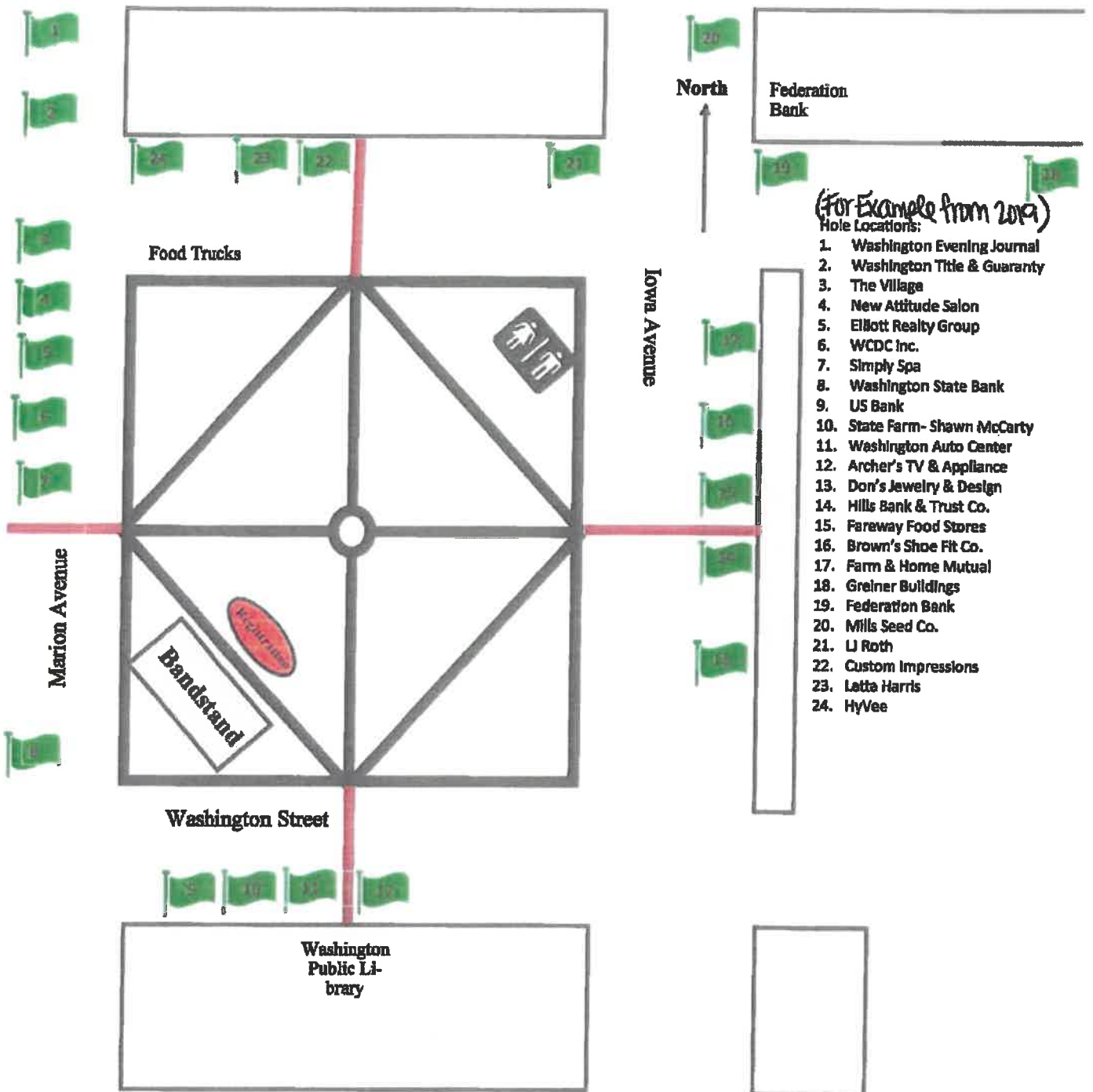
Contact Person: Sarah Grunewaldt Phone: 319-653-3918

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

Main Street Masters Layout 2021





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: Washington Farmers' Market

Coordinator: Sarah Grunewaldt & Bob Shepherd

Contact Number: 319-653-3918 & 319-458-9396

Email Address: sarah@washingtioniowa.org or shep_farms02@yahoo.com

2. EVENT INFORMATION

Event Description: Our 33rd annual season

Days/Dates of Event: Thursdays May 20 through October 14

Time(s) of Event: (Include Set Up/Tear Down Time) 3 pm - 8 pm

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: 8 parking spaces, nw corner
- Use of City Park (specify park :
Electrical Needs: lamposts for a small # of vendors
- _____ 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?) 2-4

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

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.

Sarah Grunwaldt

3/17/2021

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	Sally Hart	319-653-6584	sallyhart@washingtoniowa.gov ext 131
	(Liquor Licenses)			
	Comments/Restrictions:			
3/31/21	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:			
3/30/2021	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:			
3/30/2021	Make sure vendors are moving or use mats to protect grass			
	County Environmental Health (if serving food):			
	Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions:			
	Spoken with will be attending our April 24 vendor mtg.			

CITY COUNCIL APPROVAL

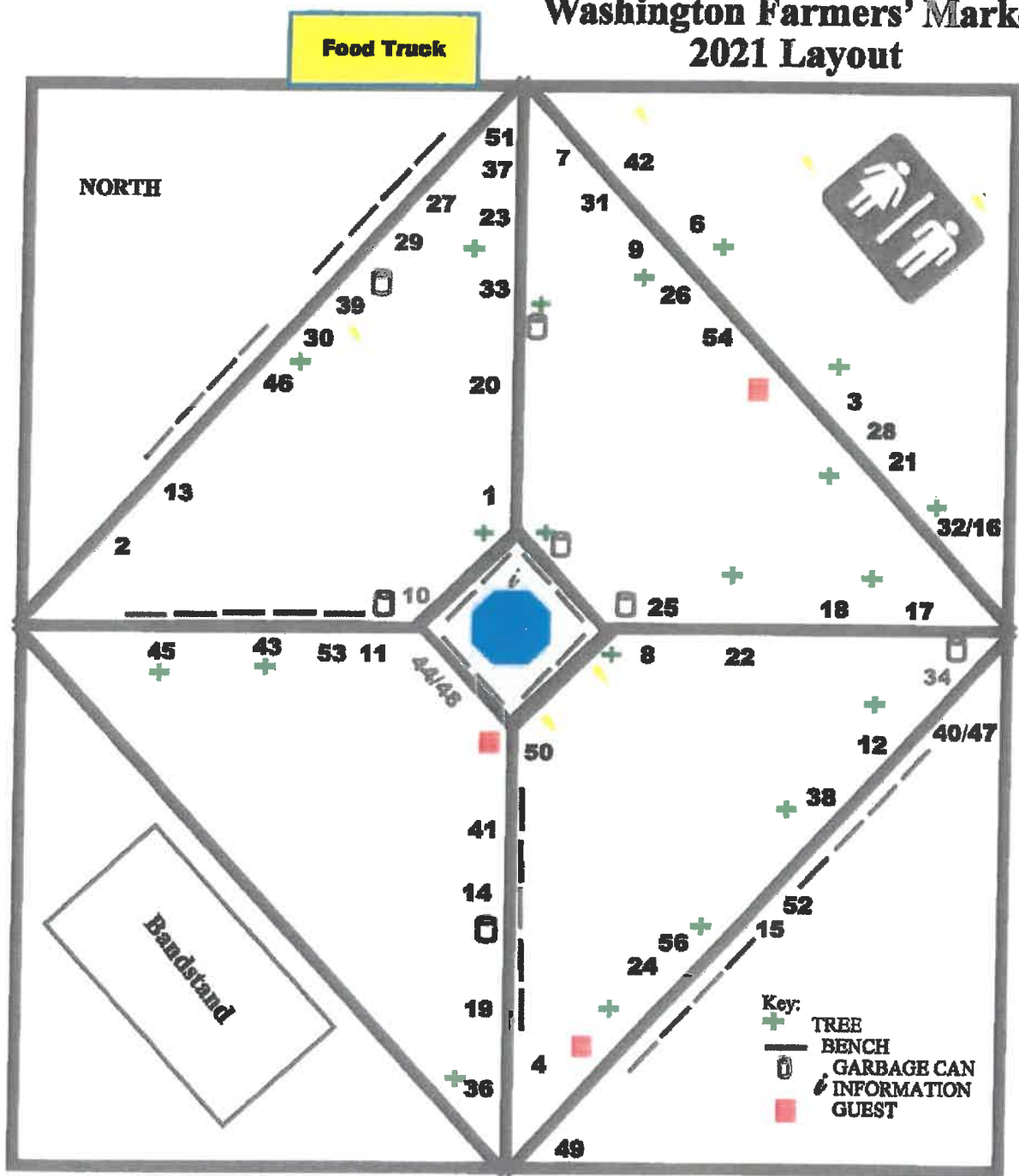
City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Washington Farmers' Market 2021 Layout





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: Movies on Main Street

Coordinator: Sarah Grunewaldt

Contact Number: 319-653-3918

Email Address: sarah@washingtioniowa.org

2. EVENT INFORMATION

Event Description: Our 5th annual series of free films on the Bandstand the first Friday of June July, & August. We'd like to add a 4th film this year in October in partnership with the Chamber of Commerce. We showed Hocus Pocus in 2020 with great success.

Days/Dates of Event: June 4, July 2, August 6, October 8 (tentatively)

Time(s) of Event: (Include Set Up/Tear Down Time) 7-10:30 pm

Event Location: Central Park Bandstand

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 gators/UTV/ATV on City streets
- Use of City Park (specify park: _____) Parade (attach map of route and indicate streets to be closed)
- Electrical Needs: _____
- 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

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.

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Sarah Grunwaldt

3/17/2021

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)	Sally Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/31/21</u>	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:			
<u>3/30/2021</u>	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: Sip & Shop/Fall Fashion Week Mash-Up

Coordinator: Sarah Grunewaldt

Contact Number: 319-653-3918

Email Address: sarah@washingtioniowa.org

2. EVENT INFORMATION

Event Description: Our 3rd annual wine tasting event, hosted by the Downtown retailers returns. Tickets & ID checking will take place in Central Park during Farmers' Market.

Retailers would like to kick off the event with a Fashion Show in Central Park to safely showcase new Fall merchandise as well as promote more shopping during the event.

Days/Dates of Event: Thursday September 9th, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) 4:30-~~6:00~~⁸ pm

Event Location: Central Park & Downtown Retailers

Class C Native Wine; not applied for yet
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)
- 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? _____
(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

8. AGREEMENT

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Sarah Grunwaldt

Applicant/Sponsor Signature

3/17/2021

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@washingtونيowa.gov
_____		Comments/Restrictions:		
3/31/21	Police Chief	Jim Lester	319-458-0264	jlester@washingtونيowa.gov
_____		Comments/Restrictions:		
_____	Fire Chief	Brendan DeLong	319-863-3332	firedept@washingtونيowa.gov
_____		Comments/Restrictions:		
_____	Streets	JJ Bell	319-653-1538	jjbell@washingtونيowa.gov
_____		Comments/Restrictions:		
3/30/21	Parks	Nick Pacha	319-321-4886	npacha@washingtونيowa.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: Hocus Pocus in the Park

Coordinator: Sarah Grunewaldt/Alisha Davis

Contact Number: 319-653-3918 or 319-653-3272

Email Address: sarah@washingtioniowa.org or alisha@washingtioniowa.org

2. EVENT INFORMATION

Event Description: Celebrate Halloween & all things fall in Central Park on Friday October 8th.
Main Street Washington & the Washington Chamber of Commerce will partner to provide family friendly events including a costume contest, candy giveaway, & more. Capping off the evening is the final installment of Movies on Main Street.

Days/Dates of Event: Friday October 8th, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) 5:30- 9 pm
6-8 pm

Event Location: Central Park (All within Central Park : on Bandstand)

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 gators/UTV/ATV on City streets
- Use of City Park (specify park : _____) Parade (attach map of route and indicate streets to be closed)
- Electrical Needs: _____
- 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: Sarah Grunewaldt Phone: 319-653-3918

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

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Sarah Grunwaldt
 Applicant/Sponsor Signature

3/30/2021

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:
3/31/21	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	jbell@washingtioniowa.gov Comments/Restrictions:
3/30/21	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: _____



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: SNOW: Lighting Ceremony, Live Radio Play, Hayrack Rides & Holiday Parade

Coordinator: Sarah Grunewaldt

Contact Number: 319-653-3918

Email Address: sarah@washingtioniowa.org

2. EVENT INFORMATION

Event Description: Our annual kick-off to the holidays with our lighting ceremony, the Live Radio Play, & the Lighted Holiday Parade around the square.

Radio Play 5-6 pm, Lighting Ceremony 6-6:30, Hayrack Rides 6-8 pm, Parade 6:30-7 pm

Days/Dates of Event: Saturday November 27, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) ~~6:30 pm~~ 4:30-9 pm

Event Location: Downtown, focused on Bandstand.

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: Close Washington St. in front of the Library for the Live Radio Play, so that spectators may view it through the Library windows. Close inside parking around directly adjacent to Square for the Hayrack Rides. Close outside driving lane for the Parade using barricades.

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

Media Release, Social Media, & postcards to mailboxes. Signs will be placed in cones around downtown stating no parking after 4:30 for a parade.

Other Requests

- Temporarily park in a "No Parking" area location: _____
- Use of City Park (specify park: _____ 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
- 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? _____
(General guideline of 1 restroom/100 people)

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

Contact Person: Sarah Grunewaldt Phone: 319-653-3918

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 arising 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.

Sarah Grunewaldt

Applicant/Sponsor Signature

03/17/2021

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:			
<u>3/31/21</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
_____	Fire Chief	Brendan DeLong	319-863-3332	firedept@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/30/2021</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/30/2021</u>	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: Blissed Out Movement
Coordinator: Melissa Turner
Contact Number: 319-461-8866
Email Address: blissedoutmovement@gmail.com

2. EVENT INFORMATION

Event Description: yoga in the park
class registration open to the public

Days/Dates of Event: See attached

Time(s) of Event: (Include Set Up/Tear Down Time) Saturdays at 9am- Once per
month at 7pm

Event Location: Bandstand

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)
- 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
- 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

8. AGREEMENT

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Applicant/Sponsor Signature

3/29/21

Date

DEPARTMENT APPROVALS

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
_____	City Clerk (Liquor Licenses)	Sally Y. 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	319-461-3796 bdelong@washingtioniowa.gov
_____		Comments/Restrictions:	
_____	Streets	JJ Bell	319-653-1538 jjbell@washingtioniowa.gov
_____		Comments/Restrictions:	
3/25/21	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: _____

Blissed Out Movement – Yoga in the Park

MAY

May 22 & 29 – 9 a.m. (Saturdays)

May 26 – 7 p.m. (Wednesday)

JUNE

June 12, 19, & 26 – 9 a.m. (Saturdays)

June 23 – 7 p.m. (Wednesday)

JULY

July 3, 10, 17, 24, & 31 – 9 a.m. (Saturdays)

July 23 – 7 p.m. (Friday)

AUGUST

August 7, 14, 21, & 28 – 9 a.m. (Saturdays)

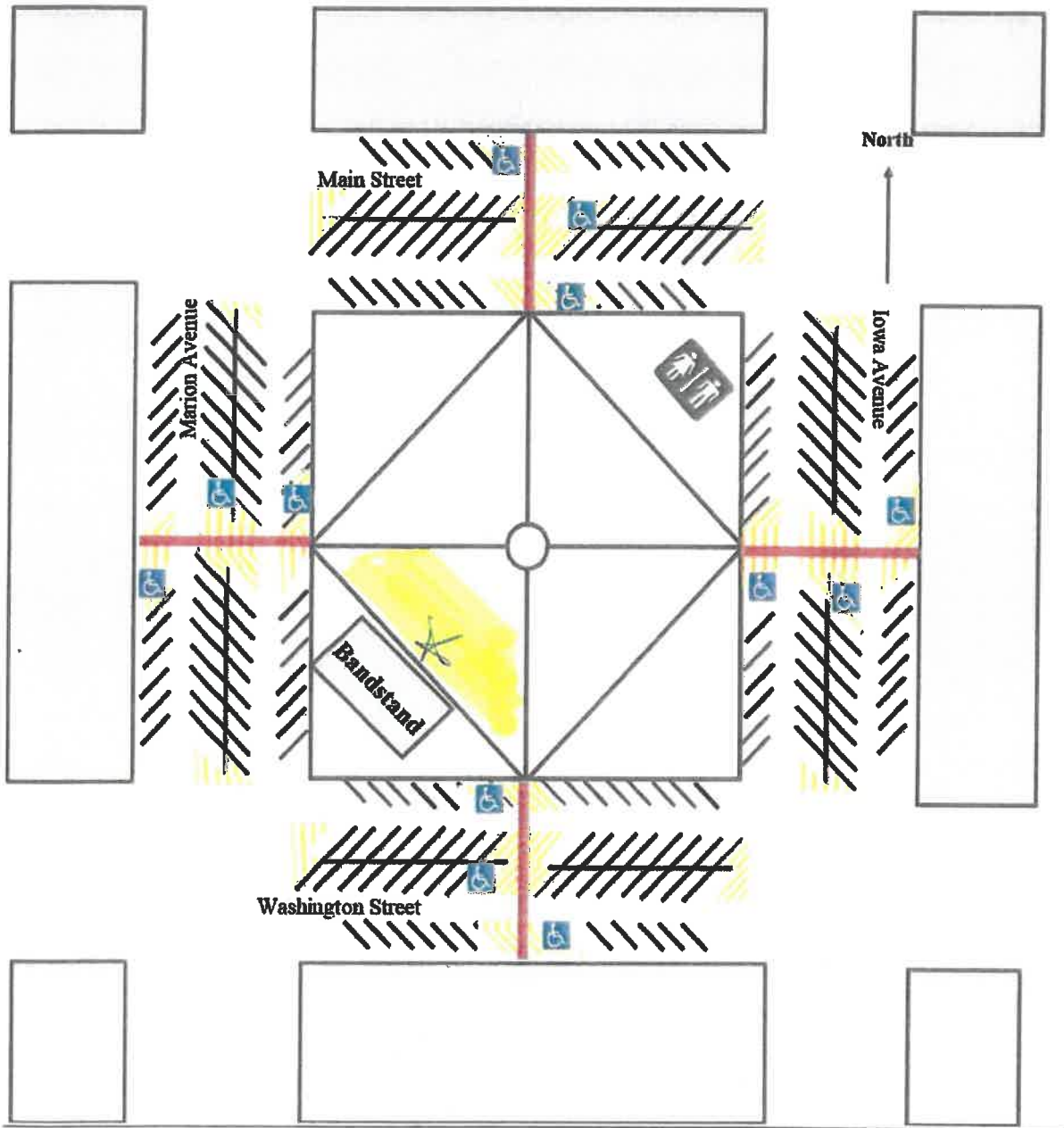
August 22 – 7 p.m. (Sunday)

SEPTEMBER

September 4, 18, & 25 – 9 a.m. (Saturdays)

September 20 – 7 p.m. (Monday)

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



Special Events Application & Hold Harmless Agreement

1. Applicant Information

- a. Name/Event: Juneteenth Freedom Celebration Day**
- b. Coordinator: Dan Henderson**
- c. Contact Number: 319-461-1055**
- d. Email: danleehen55@gmail.com**

2. Event Information

- a. Description: This will be a one-day event where we celebrate Juneteenth, which is the freedom from slavery day that Black Americans have celebrated for many years. We will sponsor a special concert in Central Park and have invited Kevin Burt from Iowa City to perform for us. We will also have a guest speaker to talk about the meaning of Juneteenth and why all Americans can join in the celebration. Freedom is for everyone. We hope this event will be a fitting prelude to the July 4 Celebration coming up soon after. Juneteenth Freedom Day Celebration will be an uplifting and inspirational event.
There are three sponsoring organizations: MUSIC Inc., Latino's for Washington and Washington for Justice**
- b. Date: June 19, 2021**
- c. Time of Event (including set up/tear down): set up time will begin at 3:00 pm, speaker will be at 4:30 or 5:00, concert will begin at 6:00 pm and run to 7:30 or 7:45. We will clean up and be done by 8:00 or 8:30 pm**
- d. Location: Central Park Band Shell**
- e. Will need an alcohol license? No – this will be a family friendly event**

3. Request Information:

- a. We may have a couple of food vendor trucks to sell food. So one side of the park may need to be closed, probably the west side nearest the park.**
- b. Other requests: not sure about no parking areas**
- c. Use of Central park including electrical/sound system**

4. **Items requested from the City of Washington**
 - a. **Will need: street barricade for one side, emergency no parking signs, traffic cones**
 - b. **Also will need: garbage/recycling barrels**
5. **Sound Systems**
 - a. **Amplified Sound/speaker System – one mic**
 - b. **The musician only sings and uses an amplifier for a guitar. Minimal sound equipment needed.**
6. **Sanitation:**
 - a. **Additional restrooms – we will secure additional porta potties for use, probably 2 or 3.**
 - b. **We will provide handwashing/hand sanitizer station for the event – probably 1 or 2 stations**
 - c. **Contact person – Dan Henderson**
7. **Insurance -- see attached insurance binder**

Other Requests

- Temporarily park in a "No Parking" area location : _____
- Use of City Park (specify park : _____ 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

Working w/ Jacqueline Arneola to secure ins. will forward certificate

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Sam Henderson
Applicant/Sponsor Signature

3-28-2021
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:			
<u><i>[Signature]</i></u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
<u><i>[Signature]</i></u>	Fire Chief	Brendan DeLong	319-863-3332	firedept@washingtioniowa.gov
	Comments/Restrictions:			
<u><i>[Signature]</i></u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
<u><i>[Signature]</i></u>	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:			

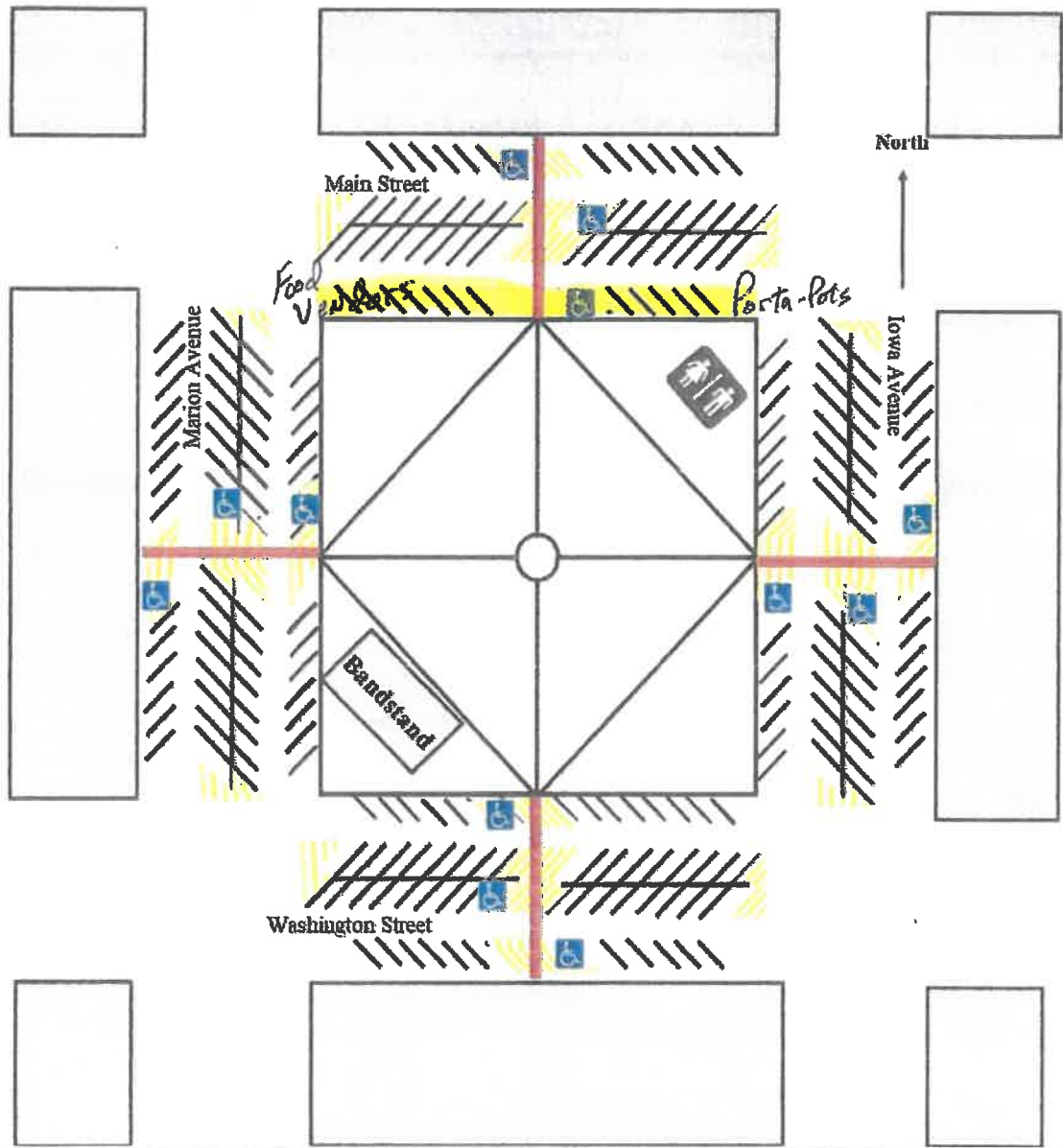
See attached email from Jason

CITY COUNCIL APPROVAL

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

CONDITIONS IMPOSED: _____

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



3/31/2021

Gmail - Event Application



Dan Henderson <danleehen55@gmail.com>

Event Application

Jason Taylor <jtaylor@co.washington.ia.us>
To: Dan Henderson <danleehen55@gmail.com>

Wed, Mar 31, 2021 at 10:36 AM

Dan,

After talking with you today, you stated that the food vendors will be State Licensed and if any vendor doesn't have a license, they will contact my office. Please turn this email into the City for permitting. Keep me informed on what vendors will be coming.

Thanks,

Jason Taylor
Washington County
Environmental Director

Sent from my U.S.Cellular® Smartphone
(Quoted text hidden)



Juneteenth is the oldest nationally-celebrated commemoration of the ending of slavery in the United States. Learn about the history of this holiday — celebrated annually on June 19th — by exploring the following 10 facts.

Fact #1: Following the issuing of the Emancipation Proclamation on January 1, 1863, not all enslaved people immediately found freedom.

The Emancipation Proclamation freed slaves in states then in rebellion against the United States. Union troops operating in said states gave teeth to the Proclamation. This, however, did not apply to the border states.

Fact #2: The Civil War ended in the summer of 1865. Union General Gordon Granger and his troops traveled to Galveston, Texas to announce General Orders No. 3 on June 19, 1865. June 19th would go on to be known and celebrated as Juneteenth.

General Orders No. 3 stated: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and hired labor.”

Fact #3: Part of General Order No. 3 encouraged the newly freed people to remain with their past owners.

“The freedmen are advised to remain quietly at their present homes and work for wages. They are informed that they will not be allowed to collect at military posts and that they will not be supported in idleness either there or elsewhere.”

Fact #4: The period after Juneteenth is known as the ‘Scatter.’

Undeterred by the recommendation to remain in place, many former slaves left the area during the original reading. In the following weeks formerly enslaved people left Texas in great numbers to find family members and make their way in the postbellum United States.

Fact #5: Juneteenth has been celebrated under many names.

Freedom Day, Jubilee Day, and Cel-Liberation Day, Second Independence Day, and Emancipation Day to name just a few.

Fact #6: Emancipation Park in Houston, Texas was bought specifically to celebrate Juneteenth.

The 10-acre parcel of land was purchased by former slaves, Richard Allen, Richard Brock, Jack Yates, and Elias Dibble for \$800 in 1872.

Fact #7: During the early 20th-century Juneteenth celebrations declined.

The enactment of Jim Crow laws dampened the celebration of freedom. In addition, the Great Depression forced many black farming families away from rural areas and into urban environments to seek work— resulting in difficulty taking the day off to celebrate.

Fact #8: The celebration of Juneteenth was revived during the civil rights movement.

The Poor People's March planned by Martin Luther King Jr. was purposely scheduled to coincide with the date. March participants took the celebrations back to their home states and soon the holiday was reborn.

Fact #9: Celebrations of Juneteenth continue today.

Traditions include public readings of the Emancipation Proclamation, singing traditional songs, and reading of works by noted African American writers. Celebrations can also take the form of rodeos, street fairs, cookouts, family reunions, park parties, historical reenactments, and Miss Juneteenth contests.

Fact #10: Forty-seven states and the District of Columbia recognize Juneteenth as either a state holiday or ceremonial holiday, a day of observance.

New Hampshire became the latest state to formally recognize Juneteenth in 2019.

Fact #11: Thursday, April 11, 2002, Iowa Governor Tom Vilsack (D-IA) signed legislation establishing Juneteenth as a state holiday in Iowa. The holiday will be known as Juneteenth National Freedom Day.

Iowa is the seventh state to officially recognize Juneteenth. The Iowa Juneteenth Observance encompasses a statewide scope of programming that spans an eight-day period and focuses on education and entertainment activities related to freedom, liberty, and responsible citizenship. Activities feature family fun and economic/political/and social development. Get more information at <https://www.iowajuneteenth.org/>

INTRODUCING: KEVIN BURT



For more than 25 years Kevin Burt has been electrifying audiences throughout the Midwest dispelling the myth that true blues has no roots in Iowa. His soul-inspired presentation is unique which consistently get him compared to a range of artists like Bill Withers and Aaron Neville, with the ability to build an audience rapport that has been compared to B.B. King.

Kevin is a self-taught musician (vocals, harmonica, and guitar) whose smooth, warm vocal presentation sets a mood of

relaxed exhilaration, with a welcome mixture of serious music and infectious humor audiences of all ages seem to enjoy. His voice and presence are powerful. His unique delivery ranges from the sweetest, fullest, juiciest come-on to the most playful growl. Though he performs between 325 and 400 shows a year, he holds nothing back night after night and audiences leave knowing that. Kevin has had some stage acting experience in his short career. His role as "Papa Gee" in an off Broadway play called "Klub Ka, the Blues Legend" had a two week run at LaMama's Experimental Theater in New York City was sold out each night. It ran originally in Iowa City, and then in Washington D.C.. Burt also arranged all of the blues music for this play.

Kevin has also had roles in several other plays at the University of Iowa. Playing "Old Timer" in "Waking Niccodemus". Also playing the role of "Whining Boy" in the acclaimed play by August Wilson, "The Piano Lesson".

Kevin also composed the musical soundtrack landed a lead role in a short silent film called "The Guru's Game". He also landed a part as himself performing in the independent film "Twelve-thirty".

Kevin Burt has won many awards and played many festivals both solo and with his band, the Instigators. His awards include Best Entertainer in Iowa City (three times) Best Band in Iowa City (three times) Iowa Blues Challenge Champions, Named as one of the top 25 unsigned blues bands in the world by the International Blues Challenge Competition.

Quotation**Special Events Policy**

From:	KARISSA CHAPMAN		
To:	Associated Ins Services Inc	Commission: 8%	
Quotation valid until:	05/01/2021		
Proposed Named Insured and Mailing Address:	MUSIC, Inc 2480 Robbins Ct Washington, IA 52353-9602		
Issuing Company:	Capitol Specialty Insurance Corporation (A.M. Best Rating: A Excellent; Non-Admitted)		
Proposal Policy Period:	Effective Date	Expiration Date	
	06/19/2021	06/20/2021	

12:01 a.m. standard time at the mailing address of the Named Insured first listed above.

This Quotation is subject to and conditioned upon the receipt, review and acceptance of the following additional information which is required prior to binding:

- Completed, Signed and Dated CapSpecialty Application

Account Number	410364
Quote Number	1

Premium Summary

General Liability	\$250
Total Advance Premium	\$250
Surplus Lines Tax	\$3.15
Policy Fee	\$65.00
Grand Total	\$318.15 **
Optional TRIA	\$100 plus tax

To bind the above quotation please sign and date here _____

Location	
#	Address
1	2480 Robbins Ct Washington, IA 52353-9602

General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products Completed Operations Aggregate Limit*	Included
Personal and Advertising Injury Limit	\$1,000,000
Damage To Premises Rented To You Limit	\$100,000 Any One Premise
Medical Expense Limit	\$5,000 Any One Person
Combined Bodily Injury & Property Damage Deductible	\$250 Per Claim

* If the limit is shown as Included, Products Completed Operations are subject to the General Aggregate Limit.

Code and Classification	Premium Basis	Rates		Advance Premium
		Pr / Co	All Other	
General Liability Classifications for Location 1				
Live Performances - Organizer	100 Total Attendance	Included	.131	\$113

Quotation

General Liability Additional Coverages	
Balance To Meet Minimum	\$137
Total General Liability Term Premium	\$250

Interline Forms & Endorsements:

WHAT TO DO IF YOU HAVE A CLAIM OR POTENTIAL CLAIM OR INCIDENT	N-200 (09/16)
Common Declarations	IPG 001 04 16
Policy Coverage Part Form Schedule	IPG 007 04 16
Locations Schedule	IPG 002 04 16
Service of Suit	CGE 071 03 15
Common Policy Conditions	IL 00 17 11 98
Exclusion - Firearms and Weapons	CGL 408 08 13
Minimum Earned Premium	CGE 126 05 20
\$250 or 100%, whichever is greater	
Policyholder Audit Information	CGE 263 03 15
Auditable Policy with Minimum Premium	CGE 517 09 18
100%	
Non Renewable Short Term Policy	CGE 418 11 08
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	CG 21 87 01 15

Commercial General Liability Forms & Endorsements:

Commercial General Liability Declarations	IPG 003 04 16
Commercial General Liability Coverage Form Schedule	IPG 008 04 16
Commercial General Liability Coverage Form	CG 00 01 04 13
Deductible Liability Insurance	CG 03 00 01 96
Exclusion - Extreme or Adventure Sports Activities	CGL 427 01 13
Exclusion - Amusement Rides	CGL 431 01 13
Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - with	CG 21 06 05 14
Limited Bodily Injury Exception	
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Exclusion - New Entities	CG 21 36 03 05
Contractual Liability Limitation	CG 21 39 10 93
Employment-Related Practices Exclusion	CG 21 47 12 07
Total Pollution Exclusion Endorsement	CG 21 49 09 99
Exclusion - Volunteer Workers as Insureds	CG 21 66 12 19
Fungi or Bacteria Exclusion	CG 21 67 12 04
Cannabis Exclusion	CG 40 14 12 19
Exclusion - Punitive or Statutory Damages	CGL 004 01 13
Total Liquor Liability Exclusion	CGL 030 04 13
Exclusion - Discrimination	CGL 111 08 18
Exclusion - Lead Liability	CGL 135 01 13
Exclusion - Participants and Contestants	CGL 285 08 03
Exclusion - Assault and Battery - General Liability	CGL 309 05 18
Policy Period Amendment - Postponed Event	CGL 364 04 12
Exclusion - Injury to Workers Endorsement	CGL 486 02 16
Exclusion - Inflatable Amusement Device	CGL 367 01 13
Exclusion - Described Hazard - Fireworks, Explosives, Pyrotechnic Devices or Incendiary Devices	CGL 426 01 13
Limitation of Coverage to Designated Events or Activities	CGL 439 06 16
Limitation of Coverage to Designated Classification(s) Endorsement	CGL 441 09 15
Exclusion - Organized Sports Participants	CGL 450 01 14
Total Asbestos Exclusion	CGL 453 07 13
Amend Other Insurance Endorsement	CGL 490 02 16
Amendment of Conditions - Premium Basis Endorsement	CGL 492 02 16

Quotation

[Exclusion - Injury to Entertainers, Performers or Crew](#)

CGL 500 06 16

[Exclusion - Personal and Advertising Injury to Employees and Others](#)

CGL 524 08 18

[Communicable Disease or Virus Exclusion](#)

CGL 542 (05-20)

If Terrorism coverage is accepted the following forms will be added to the policy:

[Cap on Losses from Certified Acts of Terrorism](#)

CG 21 70 01 15

[Exclusion of Punitive Damages Related to a Certified Act of Terrorism](#)

CG 21 76 01 15

[Disclosure Pursuant to Terrorism Risk Insurance Act](#)

IL 09 85 12 20

If Terrorism coverage is rejected the following forms will be added to the policy:

[Exclusion of Certified Acts of Terrorism](#)

CG 21 73 01 15

****Surplus Lines Requirements**

The Issuing Company is not responsible for and does not collect or file surplus lines taxes or any other applicable fees. It is our responsibility as the surplus lines producing agent to determine such amounts, and collect and file those taxes and fees in accordance with the applicable state's surplus lines laws and/or regulations.

Please read this Quotation carefully. This Quotation is based upon the insurance application, supplements, or additional documentation submitted. The potential insured may be subject to additional requirements that may affect their insurability, the coverage conditions and exclusions, or estimated premium or deductibles. Only the actual insurance policy issued by the Issuing Company can provide coverage conditions, exclusions, premiums, or deductibles. The terms and conditions of coverage may differ from those requested on the application.

NOTICE – OFFER OF TERRORISM COVERAGE / DISCLOSURE OF PREMIUM

Named Insured:	MUSIC, Inc
Attached to Quote #:	410364
Attached to Policy #:	TBD

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

DISCLOSURE OF PREMIUM

If you ACCEPT this offer, no signature is needed. The prospective premium for terrorism coverage is:	\$100
---	-------

You may choose to reject the offer by signing the enclosed statement and returning it to us by the premium due date, and your policy will be endorsed to exclude the described coverage.

REJECTION STATEMENT

I hereby **REJECT** the offer of terrorism coverage by signing below. I understand that an **exclusion** of certain terrorism losses will be made part of this policy.

Signature (Named Insured)

Dated



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: Washington Middle School's Got Talent
Coordinator: Cailee Wenger
Contact Number: 563-880-6987
Email Address: cwenger@washington.k12.ia.us

2. EVENT INFORMATION

Event Description: Middle School students (choir, especially) will perform a variety of acts (singing, compositions, poetry, skits, instruments, etc.) for their families + community!

Days/Dates of Event: Tuesday, May 18th, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) Set up: 4 PM, Event @ 5:30, ^{ACTS} Music @ 6:30, Tear Down By 9:30 PM

Event Location: Band Shell- Washington Square

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: Food vendors are desired - food trucks would need at least one lane of the square.

Unsure of set-up time for vendors, approx. 4 PM - 9:30 PM as well.

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

I am willing to email, call, mail - whatever is preferred!

Other Requests

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

Use of City Park (specify park: _____)
Electrical Needs: Sound, lights, vendors trucks

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:)
use of lawn chairs on park property

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:)
our students will help with clean-up/tear down!

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?

Not recording or selling for non-educational purposes

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? we will try to have up to 10 stations!

Contact Person: Cailee Wenger

Phone: 563-880-6987

7. INSURANCE

X
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

unsure of how insurance works for school related event? may already have full coverage?

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.


 Applicant/Sponsor Signature

3/31/2021
 Date

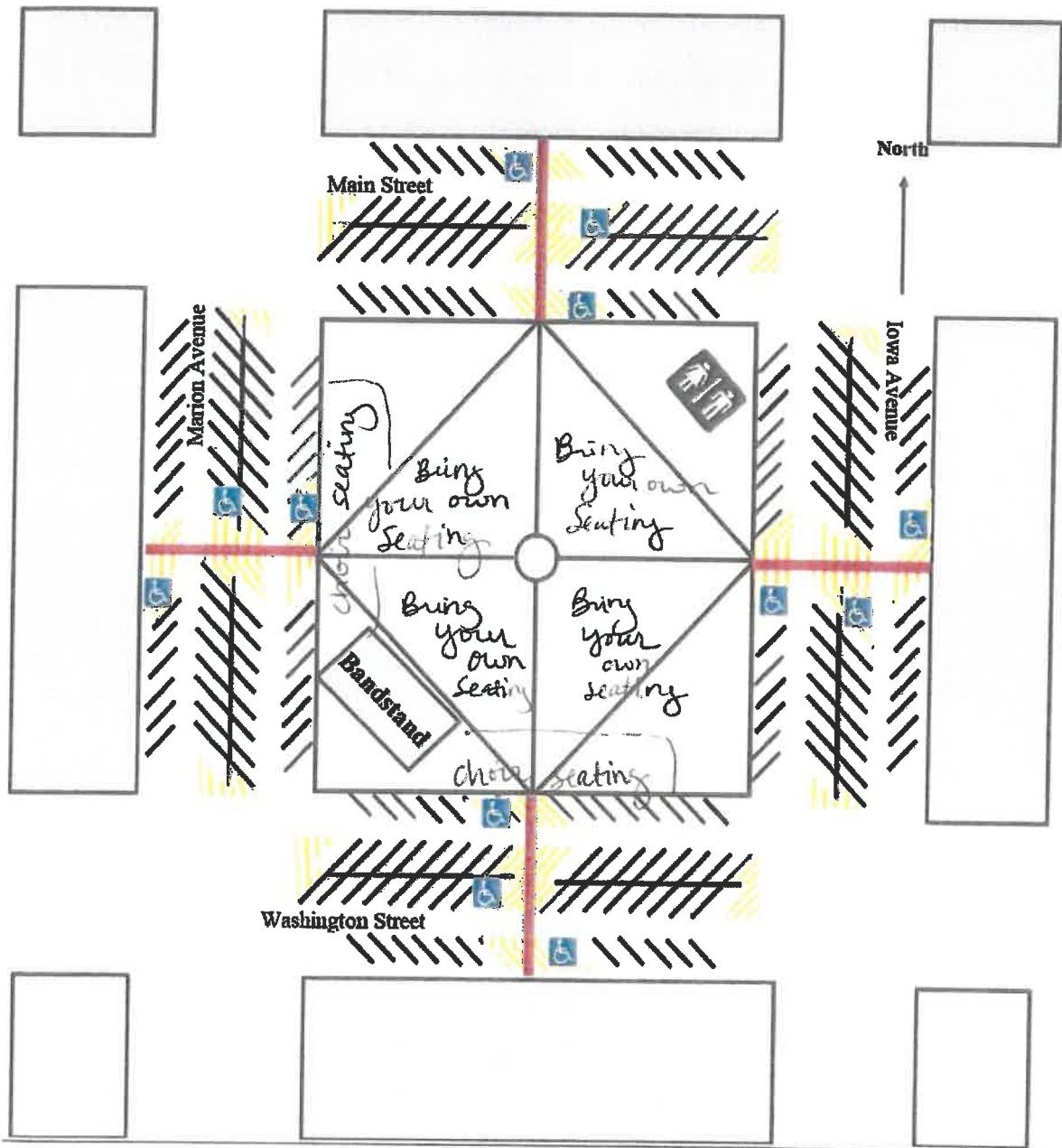
DEPARTMENT APPROVALS

<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 Y. Hart 319-653-6584 ext 131	sallyhart@washingtونيowa.gov
_____		Comments/Restrictions:	
_____	Police Chief	Jim Lester 319-458-0264	jlester@washingtونيowa.gov
_____		Comments/Restrictions:	
_____	Fire Chief	Brendan DeLong 319-461-3796	bdelong@washingtونيowa.gov
_____		Comments/Restrictions:	
_____	Streets	JJ Bell 319-653-1538	jibell@washingtونيowa.gov
_____		Comments/Restrictions:	
_____	Parks	Nick Pacha 319-321-4886	npacha@washingtونيowa.gov
_____		Comments/Restrictions:	
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us		
_____		Comments/Restrictions:	

CITY COUNCIL APPROVAL

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

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



Not particular about where the food trucks/vendors are located → any of the longer, rectangular street areas would be fine!
* Main Street or Lower Ave. may be best! *



205 W Main Street, Washington, IA 52353
www.chamber.washingtoniowa.gov
chamber@washingtoniowa.org

2021 Board of Directors

Michelle Redlinger
Executive Director

Phil Minino, President
Bazooka Farmstar

Diane Gallagher, Vice President
Gallagher Farms

Erin Drahota, Treasurer
United Presbyterian Home

Alisha Davis, Secretary
Washington Chamber of Commerce

Matty Brown, President
CBI Bank

Jaron Rosien
JP's 207/Mayor

Erik Buchholz
Washington High School

Patty Elliott
Elliott Realty Group

Makyla Maize
Washington County Hospital

Lee Iben
ActionCOACH Business Coaching

Mary Audia
WEDG
Ex-Officio

Sarah Grunewaldt
Main Street
Ex-Officio

Bill Monroe
Washington Chamber of Commerce
Ex-Officio

March 26, 2020

Washington City Council,

The Washington Chamber of Commerce is hosting Alive After 5 events for 3 of our downtown Washington businesses.

KCTC Anniversary Alive After 5, Tuesday, May 4th, 5-7 p.m.
Paneless Window Cleaning Alive After 5, Tuesday, June 8th, 5-7 p.m.

These events are located in the downtown and we would like to request blocked parking so the event can be held outside. Due to the large number of attendees at these events, we are requesting to host seating, food and beverage in the parking stalls nearest the sidewalk in front of our respecting businesses. The perimeter of the event will be designated with the use of cones.

The parking stalls have been blocked in the same fashion for similar events that have turned out well and with no incidents.

Please see the attached maps for a visual of our requests.

Thank you for your consideration,

Alisha Davis
Event Coordinator





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: Washington Chamber of Commerce

Coordinator: Alisha Davis

Contact Number: 319-750-1540

Email Address: alisha@washingtioniowa.org

2. EVENT INFORMATION

Event Description: olive after 5 events with KCTC on May 4th + Panesess window cleaning on June 8th

Days/Dates of Event: Tue. May 4th + Tue. June 8th

Time(s) of Event: (Include Set Up/Tear Down Time) 12 p.m (setup) 5-7 p.m

Event Location: KCTC + CityPoint Church

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):

Letter to businesses next to KCTC/ CityPoint.

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: _____

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 (5 spots reserved outside each business)

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: _____

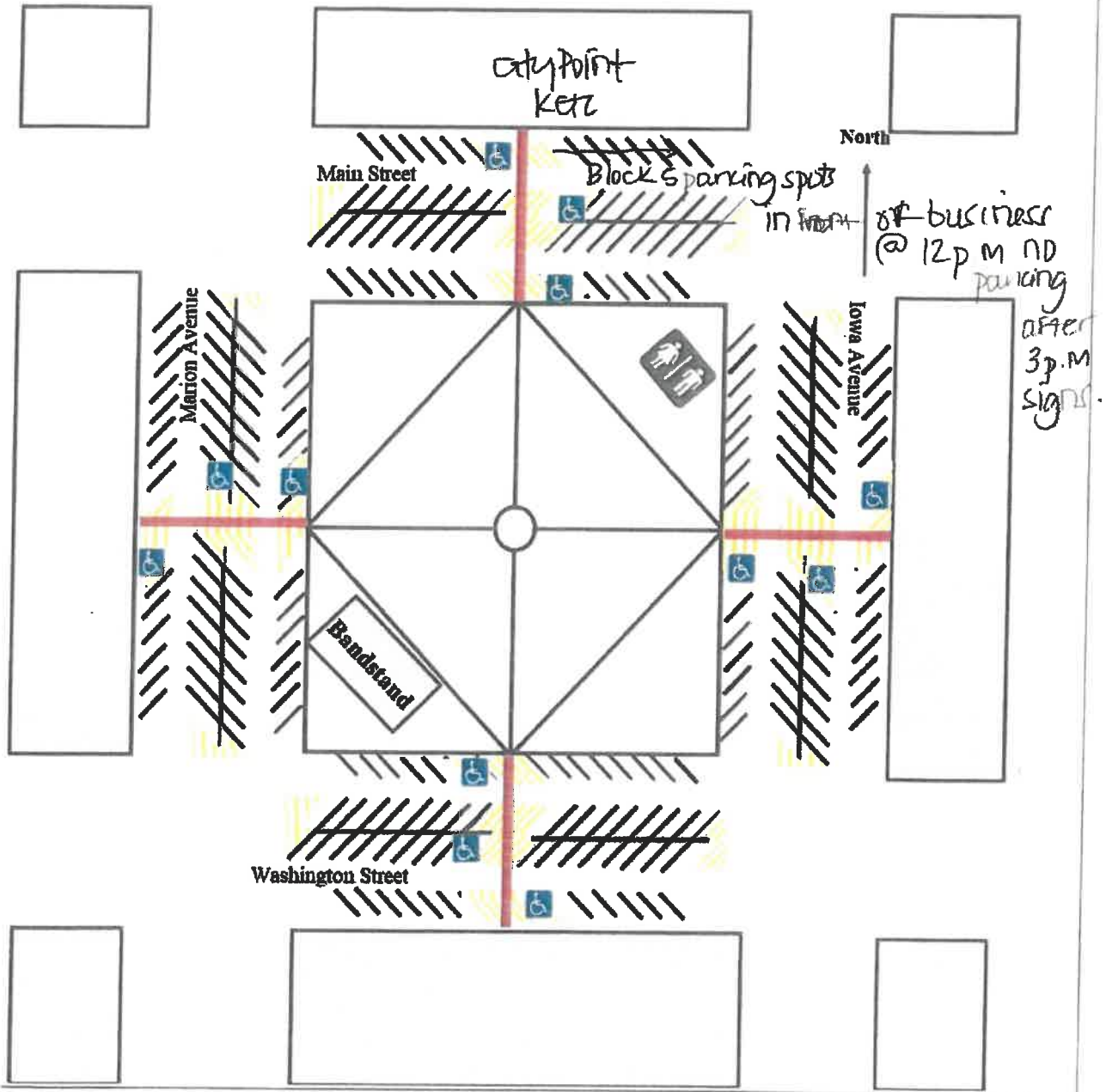
Phone: _____

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

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@washingtontown.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: Latino Festival
Coordinator: Sonia Lengua
Contact Number: 319 541-1094
Email Address: latinosforwashingtoninc@gmail.com

2. EVENT INFORMATION

Event Description: Latino Festival, cultural event with performers, food vendors, & organization booths.

Days/Dates of Event: Sat, Sept 25, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) ~8am - 10pm

Event Location: Downtown, Central Park

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

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.

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

Description: Closure of west side lane needed for Food Court/vendors.

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

Other Requests

- Temporarily park in a "No Parking" area location: _____ Use of gators/UTV/ATV on City streets
- Use of City Park (specify park: _____) Parade (attach map of route and indicate streets to be closed)
- Electrical Needs: Central Park Bandstand for food 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 (for food cart)
- 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? 24 porta potties
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? Yes No If yes, how many? all 4 entrances - each booth - in porta potties

Contact Person: Senia Leyva Phone: 319 591-1094

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.

[Signature]
Applicant/Sponsor Signature

4/11/21
Date

DEPARTMENT APPROVALS

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
4/2/21	City Clerk (Liquor Licenses)	Sally Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
	Comments/Restrictions:			
4/2/21	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
4/2/21	Fire Chief	Brendan DeLong	319-863-3332	firedept@washingtioniowa.gov
	Comments/Restrictions:			
4/2/21	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
4/2/21	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:			
4/2/21	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions:			

CITY COUNCIL APPROVAL

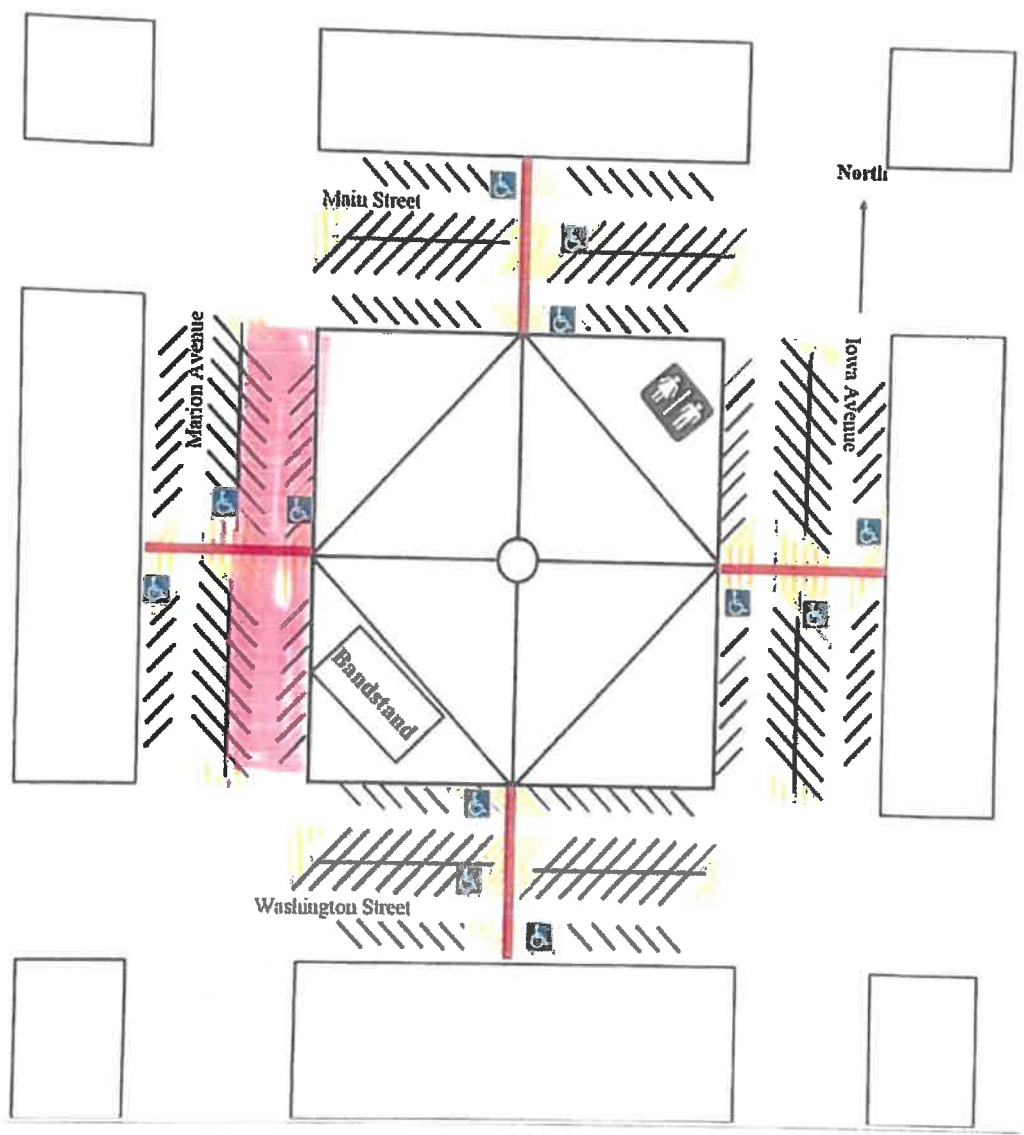
City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED:

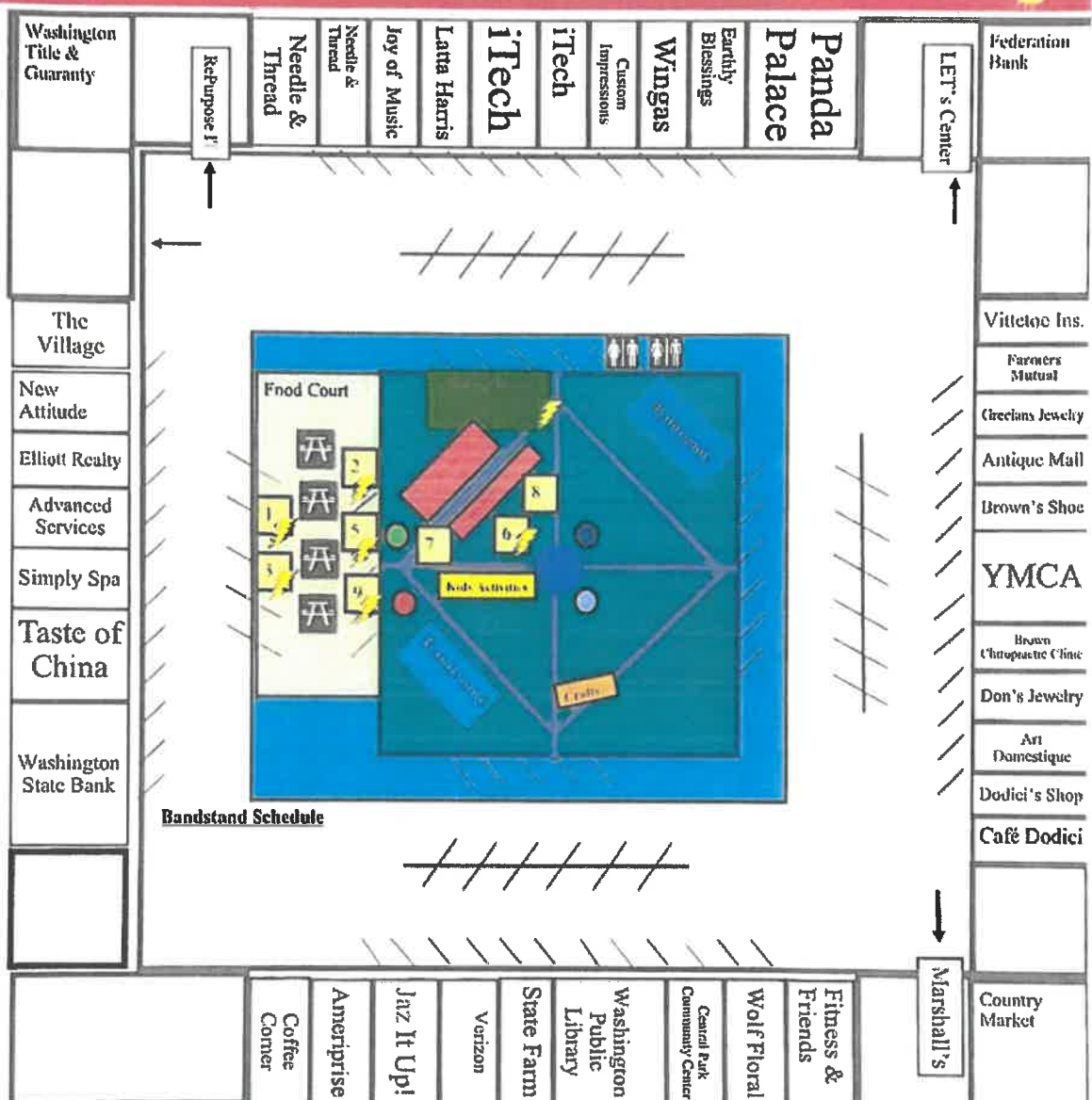
Downtown Map (If Area Outside Downtown, Please Attach a Map):



■ Closure of lane for food court/vendors



Washington Downtown Street Closures & Activities
 2019 Summer Classic: SUNDAY, June 2 - Latino Festival



- Redevelopment Zone (Thursday - Sunday)
- Food Court: Thursday - Sunday
- Bathrooms
- Electricity
- Pinatas
- Latinos
- Community 1st Booth
- JW Vittetoe

Bandstand Schedule
 11:30am-12:30pm: St. James Bilingual Mass
 12:40-6pm: A Variety of Delicious Latino Food Vendors serving Tacos, Tortas, Burritos, Tamales, Corn, Limonadas, Mango Ice Cream, Puerto Rican Food and more! Latino Musical Performances, Children & Family Activities including a Bounce House, Free Face Painting, Pinatas, Games & Dancing. Join in on the Corn Eating, Salsa & Regalla Contests, Zumba, Churromals Clown from Moline, Educational & Informational Booths.

- 1 Cheryl's
- 2 St. James
- 3 Super Taco
- 4 Take2Scene2
- 5 Martinez Cotton Candy
- 6 Tiny Town
- 7 Gabby's Corn
- 8
- 9 Guzman Hamburgers

*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

April 5, 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 name "Brent Hinson" in the "From:" field.

Re: Alley Closure for Madison Park

We had originally published for a public hearing to allow for consideration of an ordinance vacating the east-west alley to allow for the expansion of Madison Park. However, after further consideration, Kevin has advised that closure of the alley to traffic is sufficient. This can be done without a public hearing and by resolution rather than by ordinance over 3 meetings.

See attached for the resolution & additional information.

RESOLUTION NO. _____

RESOLUTION CLOSING A PORTION OF THAT CERTAIN ALLEY IN THE 200-300
BLOCK BETWEEN SOUTH 2ND AVENUE AND SOUTH 3RD AVENUE.

WHEREAS, the City Council has heretofore determined that a portion of the east-west alley in the 200-300 block between S. 2nd Avenue and S. 3rd Avenue should be closed; and

WHEREAS, the portion to be closed is generally described as:

“[T]he West 66 feet of a 16.5 foot alley in Block 21 of the Original Plat of the City of Washington, Washington, Washington County, Iowa. Containing 1,089 square feet more or less.”

(the “Alley”)

WHEREAS, it is now necessary to pass a resolution to close a portion of said Alley.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of the City of Washington that the aforementioned alley be and the same is hereby closed to the public.

BE IT FURTHER RESOLVED, that the City Administration shall take all necessary measures to ensure that this alley remain closed to access of the general public.

Passed and approved this 6th day of April, 2021.

Jaron Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

Madison Park Diagram
4/5/21

E JEFFERSON ST

49.5
36.5

S 2ND AVE

2nd Ave.

132
66
4 -001

66
319
3

1117381019

< Former Jones Property- to
be added to Madison Park

66
2
1 -004

Portion of Alley ^
to close

63.6
5 -020
132.04

< Existing Madison Park

WASHINGTON TWP.

21

381

75-7 TW

36.5
66

66
63.15

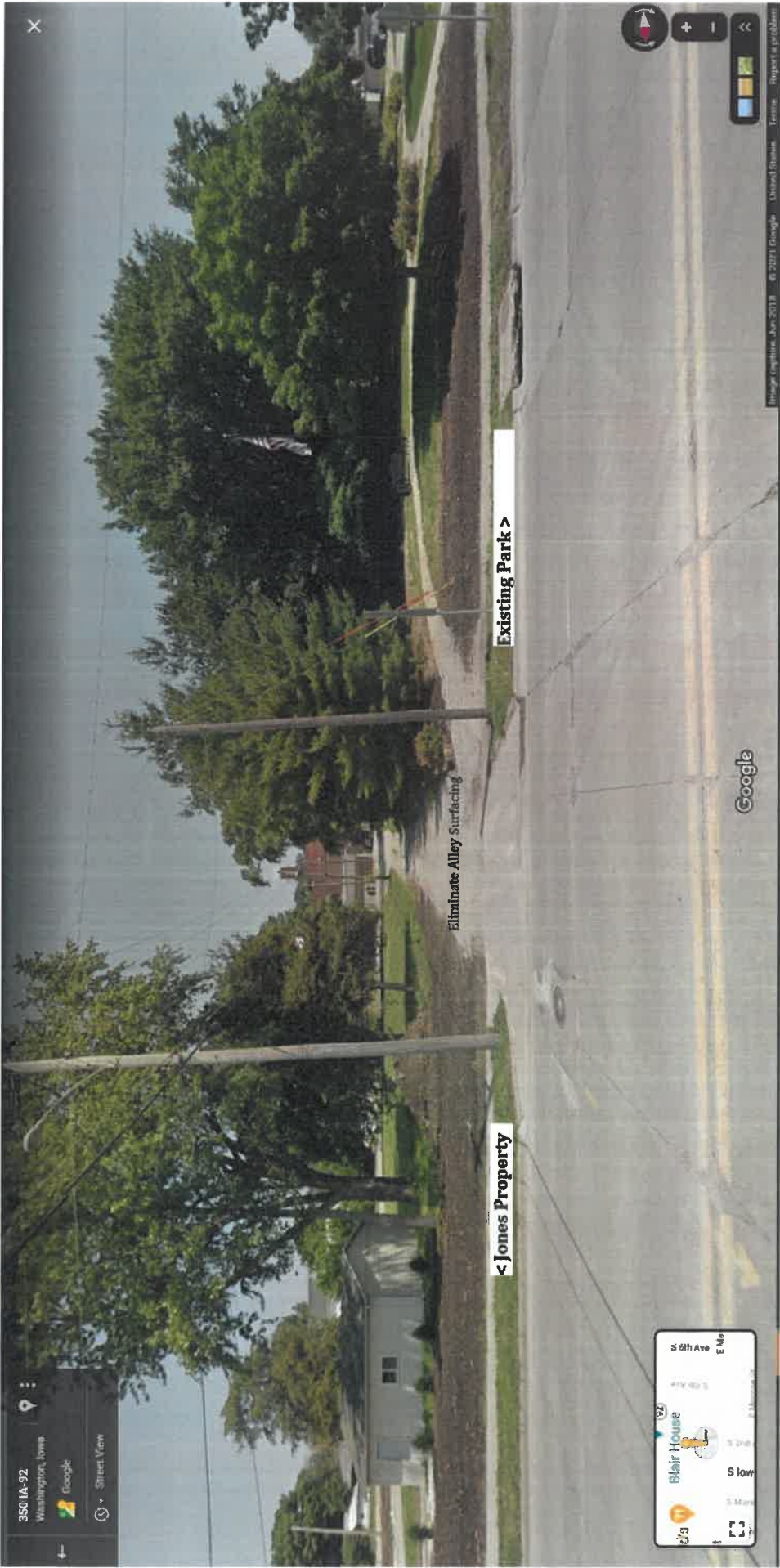
6
66

7 -012
66
8 -013
66

132

5
16

E. Madison St.



350 IA-92
Washington, Iowa
Google
Street View

< Jones Property

Eliminate Alley Surfacing

Existing Park >

Google

5 6th Ave E Map
41° 48' 30" N
Blair House
41° 48' 30" N
S 2nd
S low
S Mary
41° 48' 30" N

Image copyright: Jan. 2011 © 2021 Google - United States Terms Report a problem



...formerly
DESIGN ALLIANCE

April 2, 2021

City of Washington, Iowa
215 East Washington Street
Washington, Iowa

Attn: Brent Hinson, City Administrator

Re: Washington City Hall & Police Station
Pay Application No. 14 – Partial Release of Retainage

Dear Mr. Hinson,

We are enclosing (1) copy of Bushong Construction Company's Pay Application No. 14, period ending 03/18/2021, requesting payment in the revised amount of **\$69,919.92** for the above referenced project.

Farnsworth Group recommends retaining 20% of the retainage (1% of the Total Contract Amount) or \$20,007.70 to resolve several remaining punch list and closeout items.

Based on our onsite observations and the data submitted; including the Schedule of Values, we certify payment in the amount noted above. Please send payment along with a copy of the Certified Application for Payment to the Contractor, Bushong Construction Company.

Sincerely,

FARNSWORTH GROUP, INC., formerly Design Alliance, Inc.



Kristofer J. Orth, AIA,
KJO:kjo

Cc: Kelsey Brown, Finance Director - City of Washington
John Bushong, Bushong Construction Co.
Contract File

Enclosures

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE CITY HALL/POLICE
BUILDING CONSTRUCTION PROJECT AS COMPLETED

WHEREAS, the City Council of the City of Washington did award a construction contract to Bushong Construction Company, Inc. in the amount of \$1,909,000.00 for the “City Hall/Police Building Construction Project” (the “Project”); and

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

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

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

Section 1. That Change Order #2, which increases the contract price by \$7,772.15, is hereby approved.

Section 2. That Pay Application #14 (partial release of retainage) is hereby approved in the amount of \$69,919.92.

Section 3. That the construction of the Project is hereby accepted as completed, with a final contract price of \$2,000,769.52.

Section 5. That remaining retainage of \$20,007.70 for the completion of the Project will be held until the satisfactory completion of the unresolved punch list and warranty items listings provided by the project architect, and upon the Council approval of the release of this retainage.

Passed and approved this 6th day of April, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk



Document G701* - 2017

Change Order

PROJECT: <i>(Name and address)</i> Washington City Hall & Police Station 215 East Washington Street Washington, Iowa 52353	CONTRACT INFORMATION: Contract For: General Construction Date: July 23, 2019	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: April 2, 2021
OWNER: <i>(Name and address)</i> City of Washington, Iowa 215 East Washington Street Washington, Iowa 52353	ARCHITECT: <i>(Name and address)</i> Farnsworth Group, formerly Design Alliance 14225 University Avenue, Suite 110 Waukee, Iowa 50263	CONTRACTOR: <i>(Name and address)</i> Bushong Construction Company, Inc. 704 E. Wood Street P.O. Box 696 Montezuma, Iowa 50171

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Change Order Log dated 04/02/21. Total of approved changes exceeds Construction Contingency Allowance.



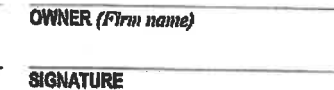
TOTAL ADD: \$1,772.15

The original Contract Sum was	\$	1,909,000.00
The net change by previously authorized Change Orders	\$	83,997.37
The Contract Sum prior to this Change Order was	\$	1,992,997.37
The Contract Sum will be increased by this Change Order in the amount of	\$	1,772.15
The new Contract Sum including this Change Order will be	\$	2,000,769.52

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Farnsworth Group, formerly Design Alliance ARCHITECT <i>(Firm name)</i>  SIGNATURE Kristofer J. Orth, AIA PRINTED NAME AND TITLE 04/02/2021 DATE	Bushong Construction Co., Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE John Bushong, Vice President PRINTED NAME AND TITLE 04/02/2021 DATE	City of Washington OWNER <i>(Firm name)</i>  SIGNATURE Jaron Rosien, Mayor PRINTED NAME AND TITLE DATE
---	---	--



CHANGE ORDER - LOG

Washington City Hall & Police Station

Date: 04/02/21

Original Contract Sum: \$1,909,000.00

CHANGE ORDER NO. 01

1) Add site work which was deducted from the Washington Fire Station \$83,997.37 ✓

The new Contract Sum including this Change Order will be \$1,992,997.37

Construction Contingency Allowance, included in Contract Sum \$56,000.00

APPROVED CHANGE ORDER ITEMS

1) COR #02	RFP-01 Replace cracked Concrete	\$1,207.50	✓
2) COR #03	RFP-02.1 Door & Hardware Revisions (Includes Card Access Revs)	\$5,954.30	✓
3) COR #04	RFP-03 Delete Fire Extinguishers	(\$361.90)	✓
4) NA	RFP-04 Weapons Locker & Shelf Kit	Not Approved	✗
5) COR #5.1	RFP-05 Casework & Plumbing	\$4,629.24	✓
6) COR #06	RFP-06 Horizontal Blinds	\$0.00	✓
7) COR #7.1	RFP-07 Electrical Revisions	(\$1,301.00)	✓
8) COR #08	RFP-08 Utility 133 & Telecom Revisions	\$12,258.15	✓
9) COR #09	RFP-09 Add ballistic resistant material at City Council Desk	\$2,928.25	✓
10) COR #10	RFP-10 Replace Existing Armory (Vault) Door w/ new HMD x HMF	\$3,154.80	✓
11) COR #11	RFP-11 Corner Guards	\$510.60	✓
12) COR #12.1	RFP-12 Rub Strips	\$1,629.55	✓
13) COR #13	RFP-13 VCT in Storage [173]	\$990.00	✓
14) COR #14	RFP-14 IT & Power Revisions	\$7,014.63	✓
15) COR #15	RFP-15 TV Mounts by Telecom Subcontractor; Credit from GC	(\$1,338.00)	✓
16) COR #16	RFP-16 HVAC Duct Revision	\$964.37	✓
17) COR #17	RFI-05 Vestibule 131 Roof Flashing - North Side	\$950.00	✓
18) COR #18	RFP-17 Add ramp to north side of city council desk	\$478.40	✓
19) COR #19	RFP-17 Install owner furnished Payment Drop Box 600-DOC	\$55.00	✓
20) COR #20	Unit Price Adjustments for Overexcavation at East Parking	\$7,437.01	✓
21) COR #21	Repair concrete damaged by Windstream's subcontractor	\$4,380.49	✓
22) COR #22	RFP-18.1 Electrical & Telecom Revisions	\$11,910.04	✓
23) COR #23	ASI-04 River Rock in Place of Sod (Delete Sod Only)	(\$200.00)	✓
24) COR #24	RFP-19 East Parking Lot Revisions	(\$2,625.00)	✓
25) COR #25	Replace Existing Brick with Holes	\$1,650.00	✓
26) COR #26.1	RFP-20 Phase 2 Keying Revisions	\$1,760.65	✓
27) COR #27	RFP-21 ADD Camera in Vestibule 185	\$1,358.55	✓
28) COR #28	Signage with Name Windows	\$587.89	✓
29) COR #29	Door 168 Hardware Revisions (Add Card Reader and Electric Strike)	\$2,720.10	✓
30) COR #30	Change Carpet to LVT at Sgt. Patrol as requested	\$506.00	✓
31) COR #31	Add Exterior and Interior Signage	\$4,859.03	✓
32) COR #32	Add receptacle & circuit for Microwave in Room [177]	\$346.50	✓
33) INVOICE	Carpet Allowance Reconciliation	(\$10,643.00)	✓

TOTAL OF APPROVED CHANGES \$63,772.15

Construction Contingency Allowance (Remaining) (\$7,772.15)

TO OWNER: City of Washington
 215 E Washington Street
 Washington, IA 52353

PROJECT: Washington City Hall & Police Station
 Washington, IA

FROM CONTRACTOR: Bushong Construction Company
 704 E Wood Street
 Montezuma, IA 50171

VIA ARCHITECT: Farnsworth Group
 14225 University Avenue, Suite 110
 Waukee, IA 50263

APPLICATION NO: 14 - Retainage Distribution to: OWNER

PERIOD TO: 3/18/2021 CONTRACTOR

PROJECT NOS: A/R

CONTRACT DATE: 7/23/2019 FILE

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM..... \$ 1,909,000.00
2. Net change by Change Orders \$ 402,412.52
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,641,412.52
4. TOTAL COMPLETED & STORED TO DATE \$ 2,011,412.52
5. RETAINAGE:
 - a. ~~8~~ % of Completed Work \$ 20,007.70-
 (Column D + E on G703)
 - b. 5 % of Stored Material \$ -
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ -
6. TOTAL EARNED LESS RETA..... \$ 2,911,412.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,910,841.89
8. CURRENT PAYMENT DUE..... \$ 100,570.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)..... \$ 20,007.70

CONTRACTOR: BUSHONG CONSTRUCTION COMPANY, INC.

By: *Jen Bushong* Date: 03/18/21

State of Iowa County of: Poweshiek
 Subscribed and sworn to before me this 18th day of March, 2021
 Notary Public: *Brenda J. Moore*
 My Commission Expires: 11/05/2022



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the amount of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
 AMOUNT CERTIFIED \$ 69,919.92

OWNER CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$102,412.52	\$0.00
Total approved this Month		\$0.00
TOTALS	\$102,412.52	\$0.00
NET CHANGES by Change Order		\$102,412.52

(Attach explanation if amount certified differs from the amount applied. Initial all figures on Application and on the Continuation Sheet that are changed to conform to the amount certified ARCHITECT: *JMB*)
 By: *JMB* Date: 04/02/2021
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Jaron P. Rosien, Mayor
Sally 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

Memorandum:

March 29, 2021

TO: City Council

From: Jason Whisler
Wastewater Superintendent

RE: Truck Bid

To Council:

I have two truck bids for July delivery, one is state bid provided by the DOT, the other is from Capper's Auto. Both are for a 2021 Dodge 1500 extended cab 4x4. They are both equipped with the same options, such as the optional motor and trailer tow package which increases payload and towing capacity.

State DOT Bid: \$26,500

Capper's Bid : \$26,900

I recommend the local bid from Capper's . The money was approved for the upcoming budget and will be available in budget line 610-6-8015-6710 in July.

Please let me know if you have any questions.

Thank You
Jason Whisler

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CAPPER CHRYSLER DODGE JEEP RAM, INC.
 1738 E WASHINGTON ST.
 WASHINGTON, IA 523532170

New Body Style

Configuration Preview

Date Printed: 2021-03-16 3:38 PM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 01AV1 City of Washington Police
 FAN 2:
 Client Code:
 Bid Number: TB1061
 PO Number:

Sold to: CAPPER CHRYSLER DODGE JEEP RAM, INC. (60608)
 1738 E WASHINGTON ST.
 WASHINGTON, IA 523532170
 Ship to: CAPPER CHRYSLER DODGE JEEP RAM, INC. (60608)
 1738 E WASHINGTON ST.
 WASHINGTON, IA 523532170

Vehicle: 2021 1500 TRADESMAN QUAD CAB 4X4 (140 in WB 6 FT 4 IN box) (DT6L41)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DT6L41	1500 TRADESMAN QUAD CAB 4X4 (140 in WB 6 FT 4 IN box)	35,745	34,199
Package:	25A	Customer Preferred Package 25A	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	1,795	1,652
	DFR	8-Spd Auto 8HP75 Trans	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	315	289
	-X9	Black	0	0
Options:	MAF	Fleet Purchase Incentive	0	-1,115
	ADB	Protection Group	395	364
	YEP	Manuf Statement of Origin	0	0
	XHC	Trailer Brake Control	295	272
	XFH	Class IV Receiver Hitch	445	409
	MDA	Front License Plate Bracket	0	0
	4DH	Prepaid Holdback	0	-1,169
	4ES	Delivery Allowance Credit	0	-357
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	151	Zone 51-Chicago	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB1061	Government Incentives	0	-10,000
Discounts:	YGE	5 Additional Gallons of Gas	0	13
Destination Fees:			1,695	1,695
Total Price:			40,665	26,252

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address: USA

PSP Month/Week:
 Build Priority: 99

~~Spray In Blue 548.00~~

Anti Spin - \$456.00

26,180.00

Instructions:

\$ 26,900

~~\$ 27,000~~

Note: This is not an invoice. The prices and equipment shown on this price order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



RAM

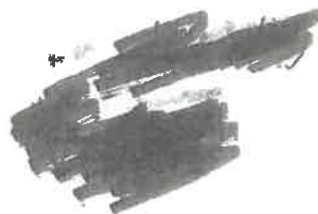
STP Group 2 - Extended Cab - Standard 4X2 and 4X4 Pickup Automatic Transmission

Examples: Silverado 1500, Ford F150, RAM 1500, Sierra 1500, Tundra

STEW HANSEN DOGS CITY

	4X2	4X4
Make:	RAM	RAM
Model Name:	1500	1500
Exact Model Code:	D5L141	D5L141
Trim Pkg. Common Name:	TRADESMAN	TRADESMAN
Exact Trim Pkg. Code:	298	298
Engine Code:	6RD	6RA
Transmission Code:	DFT	DFT
Payload Capacity:	1920	1740
Towing Capacity:	4550	4350

Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Gross Vehicle Weight Rating (GVW)	6,000 lb. GVWR minimum	STATE GVWR: 6500
Gross Vehicle W. Rating (GVW)	6,500 lb. GVWR minimum	STATE GVWR:
Wheelbase Length	Minimum 140 inches	STATE LENGTH: 140.5
Bed	SHORT BOX	STATE LENGTH: 5.4'
Engine	V6 Engine, 6BS FV engine if available in VG; include all required options and other pertinent information.	Cylinders: 6 Displ: 3.6 HP: 265 Torque: 265
Drive Axle		DRIVE AXLES: 2 2WD ONLY
Rear Axle	Locking differential must be provided if available; limited slip acceptable if locking differential not available.	STATE RATIO: 3.21 Locking or limited slip provided? ANTISPER
Transfer Case (4X4)	Shift-on-the-fly, electric	STANDARD
Transfer Case (4X4)	With Hi/Low ranges	STANDARD
Electrical		
Power Point	Located in Driver Area	STANDARD
Doors & Windows		
Doors	Power door locks with remote keyless entry	GM4
Key Sets / Fobs	2 fobs with push button start; 2 keys and fobs w/o push button start	GM1
Windows	Power	STANDARD
Windows	Rear Defroster, if available must provide	GFA Rear Defroster Included? YES
Wipers	Intermittent	STANDARD
Exterior		
Bumpers	Rear Step	STANDARD
License Plate Holders	Front and Rear license plate holders	MDR
Mirrors	Power, if available must provide	STANDARD
Tailgate	Locking, if not standard	STANDARD Power Included? YES
Flooring		
Floor Covering	Full floor covering, rubber or vinyl acceptable.	STANDARD
Interior		
Air Conditioning	AC with all required options.	STANDARD
Bluetooth	Factory preferred but dealer installed acceptable	STANDARD
Radio	AM/FM with internal clock	STANDARD
Steering Column	Tilt / Cruise Control	STANDARD
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp. Split bench seat (3-pass) w/dash upholstery, folding center console/storage bin.	VS-19
Safety		
Brakes	Power 4 Wheel Anti-lock	STANDARD
Daytime Running Lights	If available must provide	LM1
Rearview Camera	OEM; Factory installed only	STANDARD Factory Installed? YES
Suspension		
Suspension Package (4X4)	Heavy Duty 4x4 off-road suspension and undercarriage protection package (heavy-duty shocks, skid plates, etc.); Skid plates only is acceptable in lieu of suspension package when suspension package cannot be supplied.	ADB
Tires & Wheels		
Tires (4X2)	All Season Radial	STANDARD
Tires (4X4)	Heavy-duty, "LT" (P passenger not acceptable) all-terrain radial tires; All-terrain M&S tires or ON/OFF Road tires acceptable only when "LT" all-terrain radial tires are available.	All Terrain or M&S provided? AT TIRES YTB
Spare	If available must provide	1st spare full size? YES
BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X2:		\$20,195.00
Delivery Cost to Department of Administrative Services, Des Moines:		\$0.00
TOTAL VEHICLE PRICE FOR 4X2 INCLUDING BASE COST AND DELIVERY:		\$20,195.00
BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X4:		\$23,695.00
Delivery Cost to Department of Administrative Services, Des Moines:		\$0.00
TOTAL VEHICLE PRICE FOR 4X4 INCLUDING BASE COST AND DELIVERY:		\$23,695.00



with options
state Bid
\$ 26,500

*Jaron P. Rosien, Mayor
Sally 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*

Memorandum

April 2, 2021

**To: Mayor and City Council
Cc: Brent Hinson, City Administrator**

**From: Sally Y. Hart
City Clerk and Development Services Director**

Re: LED City Hall and Fire Department Sign

Requests for quotes for an LED messaging sign and installation were sent out in early March. The request sought a turnkey, wired and installed double-sided LED message center with 8 mm pixels that needed to fit within 45" tall by 74" long, with a preference for a 42"x72" sign for the space. Four proposals were received.

The lowest proposal was \$17,134.00 at 8 mm pixel, with an alternate option of 6 mm pixel at \$18,134, from Sign Design. The sign cabinet will be approximately 41"x68". That proposal also includes labor, installation, and software installed on a computer with a Wi-Fi signal to the sign.

"One of the 100 Best Small Towns in America"

3/30/2021

City of Washington Mail - LED Sign for city of Washington



Sally Hart <sallyhart@washingtioniowa.gov>

LED Sign for city of Washington

signdesign@iowatelecom.net <signdesign@iowatelecom.net>
To: Sally Hart <sallyhart@washingtioniowa.gov>

Mon, Mar 29, 2021 at 12:55 PM

Sally,

Turnkey dbl-sided Led 8mm pixel \$17,134.00. Turnkey dbl-sided Led 6mm pixel \$18,134.00

Thanks Tom Wide

SignDesign

From: Sally Hart <sallyhart@washingtioniowa.gov>
Sent: Monday, March 22, 2021 10:19 AM
To: signdesign@iowatelecom.net
Subject: LED Sign for city of Washington

Hello,

[Quoted text hidden]



CR Signs & Lighting, Inc.
 4701 1st Ave SE, Ste 11
 Cedar Rapids, IA 52402

E-mail
jamie@crsignsinc.com

REP
MJS
Phone: 319-826-3608

Proposal

P.O.

Proposal Date: 3/24/2021
Proposal #: 55953
Project:

Bill To:

City of Washington
 Sally Hart
 215 E Washington St
 Washington, IA 52353

Ship To:

Item	Description	Qty	Price / ea	Total
EMC	<p>LINE 1: Produce and install new D/F 7.95mm full color digital display with 120 x 200 matrix size. Cabinet size is approx. 42" H x 65" W with 37.5" x 62.75" display area. Mount display faces to new aluminum frame. Secure frame to existing monument sign with lags. Mount radio to building (1000' max, line of sight required) and connect to network/computer. Includes software training and technical support.</p> <p>OPTIONAL UPGRADE TO 4G CELLULAR DATA FOR COMMUNICATIONS: Add \$3,981 for cellular modem and 5 years of prepaid data. Sign can be updated from anywhere with internet access via a computer with software installed.</p> <p>Plus applicable taxes and permit fees. Assumes final electrical hookup by others. Estimate</p>	1	26,824.00	26,824.00T
			0.00%	0.00

Terms 50% Down 50% On Compl..

Total **\$26,824.00**

SIGNATURE _____

...



P.O. Box 7853, Urbandale, IA 50323

Quote

#0033021-1

FOR:

City of Washington
215 East Washington Street
Washington, IA 52353
Phone: 319-653-6584
Attention: Sally Hart

Date: March 30, 2021

Contact: Scott Hale
Phone: 518-967-5500

Quote valid for 60 days

Item / Description	Cost
<p>Outdoor Marquee Sign</p> <p>Two-sided, full-color LED sign with front service access</p> <p>Resolution: 6mm SMD</p> <p>Pixel matrix: Height - 144 Width - 288</p> <p>Number of pixels for each face: 41,472</p> <p>Cabinet dimensions: Height - 42 inches Width - 76 inches</p> <p>Image area: Height--38 inches Length--76 inches</p> <p>Includes proprietary "Flyslide" software</p> <p>Includes laptop computer and VX4S video processor</p> <p>Includes light sensor</p> <p>Includes training</p> <p>Includes five-year warranty for parts</p>	<p>\$32,000.00</p>
<p>Installation</p>	<p>TBD</p>
<p>Data communication</p> <p>Connection to sign from operating location via fiber optic cable or CAT6 cable</p>	<p>TBD</p>
<p>Total</p>	<p></p>

Note: electrical services not included

Terms: 50% deposit due with order; balance due net 30 days upon completion

NESPER SIGN ADVERTISING, INC.

C E D A R R A P I D S , I O W A • N A T I O N A L

Proposal

Number: 39893

Date: 03/30/21

INSTALLED AT:

CITY OF WASHINGTON FIRE DEPT
215 E WASHINGTON ST
WASHINGTON IA 52353

CITY OF WASHINGTON FIRE DEPT
215 E WASHINGTON ST
WASHINGTON IA 52353
SALLY HART EXT 131

Nesper Sign hereby proposes to furnish all the materials and perform all the labor necessary for the completion of:

ALL QUALITY MATERIALS AND PROFESSIONAL LABOR AND EQUIPMENT TO SUPPLY AND INSTALL NEW DOUBLE-FACED, FULL COLOR LED, WATCHFIRE BRAND, ELECTRONIC MESSAGE CENTER TO MATCH NESPER DESIGN #TG-215. 8MM, 108 X 216 PIXEL MATRIX, MEASURING 41" HIGH X 6'3" LONG. INCLUDES IGNITE GRAPHICS SOFTWARE WITH TIME AND TEMPERATURE AND ON-SITE HOOK UP AND TRAINING. OFFERS UP TO 1.2 QUINTILLION COLORS. CONTROLLED WITH 4G WIRELESS WITH LIFE OF SIGN CELLULAR DATA PLAN. STEEL ANGLE FRAME WITH .080 ALUMINUM OVERLAY FINISHED BASE COAT INDUSTRIAL PAINT. ATTACH TO EXISTING BRICK STRUCTURE BY OTHERS. PC BY OTHERS. POWER SUPPLY BY OTHERS PER CODE, 120 VOLT WITH GROUND REQUIRED. INCLUDES SIGN PERMIT.

QUOTE: \$32,515.00 (TAX EXEMPT)

All material is guaranteed, as limited by paragraph 5 in the additional terms and conditions, to be as specified, and the above to be in accordance with the drawings and or specifications submitted for the above work and completed in a workmanlike manner for the sum of:

DOLLARS: \$32,515.00

TERMS: 1/2 DOWN, NET 30 DAYS

Maximum Payment by Credit Card is \$2500.00
(INTEREST OF 1.5% WILL BE ADDED TO PAST DUE ACCOUNTS)

THOMAS E GARLAND

4620 J. St. SW • Cedar Rapids, IA 52404-4928
(319) 366 - 5312 • Fax (319) 366- 6493 • 800 332-8403



*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 30, 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 and title.

Re: Linn Hollow Mobile Home Park Sewer Agreement

We have had contacts going back several years on the possibility of Linn Hollow Mobile Home Park connecting onto our sewer. Linn Hollow is located a little under ½ mile from the city limits along Wayland Road. They have DNR compliance issues with their existing wastewater lagoon, and connecting to our system is the best option for them, even with them responsible for all of the cost of connecting & maintaining the private system prior to the City connection point. They would need to construct a lift station and forcemain from the park along Wayland Road to carry the sanitary sewer flow to our terminal manhole along Country Club Road. The City would be responsible for managing the flow after that connection point.

Linn Hollow indicated last fall that they were ready to move forward, and contracted with an engineer to design the system. Since then, we have been in touch with them, and Steve Soupir from FOX Engineering has reviewed their plans on our behalf, and we have come to an agreement on metering for billing purposes.

As part of the attached agreement, Linn Hollow expressly agrees to pay sewer fees at the outside city limits rate required in our ordinance (175% of in-town rates) and to voluntarily annex at a time of the City's future choosing. I believe it is unlikely we would ever annex them due to the distance from the city limits and the cost of serving the other properties in that area if we were to attempt a mass annexation.

"One of the 100 Best Small Towns in America"

Linn Hollow Sewer Project Overview- 3/30/21



Linn Hollow Sewer Project Overview- 3/30/21



RESOLUTION NO. _____

RESOLUTION APPROVING A SEWER CONNECTION AND ANNEXATION
AGREEMENT WITH LINN HOLLOW MOBILE HOME PARK, LLC

WHEREAS, Linn Hollow Mobile Home Park, LLC (herein "Linn Hollow"), 230 S. 7th Avenue, Iowa City, Iowa, owns a property located at 2659 Wayland Road, outside the corporate limits of Washington; and

WHEREAS, Linn Hollow wishes to receive sewer service from the City of Washington;
and

WHEREAS, Section 99.09 of the Washington Code of Ordinances states in part, "Sewer service shall be provided to any customer located outside the corporate limits...[n]o such customer, however, will be served unless the customer shall have signed a service contract agreeing to be bound by the ordinances, rules and regulations applying to water service established by the Council and agreeing to be voluntarily annexed into the corporate limits of the City at such time as the City Council may determine is prudent":

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Washington County, Iowa, that the aforementioned Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall record this Resolution; the public hearing notice and this Agreement in the Office of the Washington County Recorder.

Passed and approved this 6th day of April, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

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

SANITARY SEWER CONNECTION AGREEMENT

THIS SANITARY SEWER CONNECTION AGREEMENT is entered into by and between the City of Washington, Iowa, an Iowa municipal corporation, 215 E. Washington Street, Washington, Iowa 52353 (hereafter the "City"); and Linn Hollow Mobile Home Park, LLC, an Iowa limited liability company, 230 S. 7th Avenue, Iowa City, Iowa 52245 (hereafter the "Owner").

WHEREAS, the Owner is the owner of that property generally referred to as the Linn Hollow Mobile Home Park, located at 2659 Wayland Road, Washington, Iowa, and legally described as:

Commencing at the SW corner of the SE ¼ NW ¼ of Section 29, Township 75 North, Range 7 West of the 5th P.M., in Washington County, Iowa; thence east 348.50 feet on the south line of said quarter section to the point of beginning; thence north 665 feet along the east line of County Club Subdivision to the NE corner of Lot 5 in said Country Club Subdivision; thence S89°39'40"E 466.69 feet to the center line of the county road; thence southeasterly 685.27 feet along the center line of said county road to a point where the center line of said county road intersection the south line of said quarter section; thence west 623.6 feet along the south line of said quarter section to the point of beginning, in Washington County, Iowa.

(the "Property"); and

WHEREAS, the Property is located in unincorporated Washington County and is currently served by private water and wastewater systems regulated by the Iowa Department of Natural Resources; and

WHEREAS, the Owner has approached the City about connecting to the City's public wastewater system via a sanitary sewer main located on Country Club Road (the "Project") to serve the residents of Linn Hollow Mobile Home Park; and

WHEREAS, the City has agreed to allow the connection to the City's public wastewater systems under the following conditions.

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. Owner's obligation to construct the Project.

1. The Owner, at its sole cost, shall cause to be designed the appropriate plans to connect the Property to the City's public wastewater system on Country Club Road. Prior to Iowa Department of Natural Resources approval of the permit to construct the Project, the Owner's engineer shall submit stamped plans outlining the proposed design which shall be approved by the City's engineer prior to submission of the plans to the Iowa Department of Natural Resources.

2. The parties agree that a force main will be installed within the City's right-of-way as part of the Project. In installing said force main in the City's right-of-way, the Owner's contractor shall call the City to ensure that city personnel may monitor the connection to the City's manhole by giving the City 48-hours prior notice of said connection. The failure to allow for the monitoring of the installation shall be grounds to disconnect the force main from said sanitary manhole.

3. Prior to working in the City's right-of-way, the Owner's contractor shall provide a certificate of insurance in an amount of not less than \$1 million insuring the City against any claims because of the work performed in the City's right-of-way. Said insurance of certificate shall name the City as an additional insured on its commercial liability policy.

4. The Owner shall provide the City with all applicable permits prior to construction of the Project, including, but not limited to, permits from the Iowa Department of Natural Resources and Washington County.

B. City Access to Property. By execution of this Agreement, the Owner, its successors and assigns, grant to the City the right to access the Property to monitor construction and to have access to the flow meter to ensure that the flow meter is functioning properly and that the Project is functioning property within the Property.

C. Responsibility for Maintenance of the Project.

After construction of the Project in strict compliance with the plans, the Owner shall be solely responsible for maintenance of the Project, including the force main and manhole connection on the City right-of-way.

In the event that the City discovers that any portion of the Project needs to be repaired, the City shall give the Owner fourteen (14) days written notice of the same. In the event that the Owner fails to complete said repairs, the City may enter onto the Property and complete the required repairs. The City will then invoice the Owner the costs of said repairs and request payment to the City within thirty (30) days. In the event that the Owner fails to pay said

invoice, the parties expressly agree that the City may certify the costs of the same with the Washington County Treasurer to be collected in the same manner as property taxes.

In addition to repairs, the Owner shall also be responsible for the correction of any Hydrogen Sulfide (H₂S) gas and/or odor that will be released at the sanitary manhole above allowable limits. In the event that the discharge causes odor or H₂S gas issues that are required to be corrected to comply with state rules and regulations, the Owner shall prepare a corrective action plan to present to the City for implementation by the Owner within fourteen (14) days' notice from the City to correct said issues.

D. Indemnification. The Owner, its officers and employees, shall indemnify, defend and save the City harmless from any and all claims made against the City, its officers, employees or agents, that arise from the work contemplated under this Agreement.

E. Future Annexation. By executing this Agreement, the Owner expressly agrees, that within thirty (30) days written request of the City, that the Owner will execute an application for Voluntary Annexation into the City of Washington.

F. Payment of Sanitary Sewer monthly charges.

The Owner shall pay the monthly sanitary sewer charge to the City, said rate being 175% of the current rate charged to city rate payers as outlined in the Washington Code of Ordinances.

G. 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.

OWNER:

CITY:

By: _____

Jaron P. Rosien, Mayor

Print name and title

ATTEST:

Sally Y. Hart, City Clerk

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this ____ day of _____, 2021, by Jaron P. Rosien and Sally Y. Hart, as Mayor and City Clerk respectively of the City of Washington.

Notary Public

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on this ____ day of _____, 2021 by _____ as _____ of Linn Hollow Mobile Home Park, LLC.

Notary Public

*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 30, 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 name "Brent Hinson" in the "From:" field.

Re: Unified Commercial Urban Renewal Plan Amendment #5 & Bazooka Development Agreement

Things are ready to move forward on the Bazooka expansion. In order to move forward, we are asking the Council to set a hearing on an Urban Renewal Plan amendment to amend the Bazooka project into our plan.

The amendment also involves removing the new YMCA property from the Unified Commercial Area. This is because in order to potentially qualify for New Market Tax Credits, it must be in a redevelopment TIF like our Downtown TIF. By removing this now, we save ourselves work next time we amend the Downtown TIF. There is no plan to utilize TIF funds for the Y project, which would have to be specifically authorized.

The Urban Renewal amendment process involves a consultation with the other taxing bodies, which I have set for the Board of Supervisors' meeting on April 20. The hearing and adoption of the plan could then take place at our May 4 meeting.

Kevin has also prepared proceedings to allow us to move forward on the Bazooka development agreement, with a minimum assessment agreement in place of the proposed U.S. Economic Development Administration grant, which will not work, because their horizon for reviewing new applications has spread out to six months or more, and this does not work for Bazooka's planned schedule.

"One of the 100 Best Small Towns in America"

City of Washington
Schedule for Bazooka Development Agreement Process- As of 3/30/21

<u>Step</u>	<u>Task</u>	<u>Responsible Parties</u>	<u>Tentative Date</u>	<u>Complete?</u>
1	Preparation/review of Urban Renewal (UR) Plan amendment	City Staff	By April 2, 2021	X
2	Preparation of legal proceedings for approval of UR Plan	City Staff	By April 2	X
3	Council sets date for public hearing on UR Plan for May 18 at 6 PM	City Council	April 6	
4	Council sets date for public hearing on DA for May 18 at 6 PM	City Council	April 6	
5	Mailing to affected taxing entities, including copy of UR Plan	Hinson	April 8	
6	Consultation with Board of Supervisors and Board of Education	Hinson	April 20 at 9 AM	
7	Finalization of Development Agreement (DA)	City Staff/ Bazooka	By April 20	
8	Submission of public notices for UR Plan & DA	City Staff	By April 20	
9	Preparation of legal proceedings for approval of DA	City Staff	By April 28, 2021	
10	Hearing on UR Plan & adoption of plan	City Council	May 4, 2021 at 6 PM	
11	Hearing on DA & adoption of agreement	City Council	May 4, 2021 at 6 PM	

City of Washington
 Bazooka Farmstar Sewer Relocation Analysis*
 March 2021

<u>Cost of Sewer</u>			
FOX Estimate	\$ 176,935.00		
Plus: Contingency (5%)	\$ 8,846.75		
Plus: Engineering, Legal, Etc.	\$ 45,950.00		
	\$ 231,731.75		
<u>Tax Analysis</u>			
Addition SF	37,500	Proposed Maximum	\$1M Val
Addition Valuation	500,000	750,000	37,500
TIF Tax Rate (\$/1,000)	34	34	1,000,000
Rollback	90%	90%	34
Annual TIF Taxes			90%
Annual Rebate to Bazooka	\$ 15,300.00	\$ 22,950.00	\$ 30,600.00
		\$	\$ 7,650.00
Total Net Property Taxes (Incl Outside TIF)	\$ 18,900.00	\$ 28,350.00	\$ 30,150.00
<u>Sewer Options/Payback</u>			
Cost (from above)	\$ 231,731.75	\$ 231,731.75	\$ 231,731.75
Potential EDA Grant	\$ -	\$ -	\$ -
Net Cost to City	\$ 231,731.75	\$ 231,731.75	\$ 231,731.75
Payback Years	15.15	10.10	10.10

* Tax dollar numbers do not include any tax credits such as Business Property Tax Credit, etc.

RESOLUTION NO. _____

RESOLUTION SETTING A DATE FOR CONSULTATION AND A DATE FOR A PUBLIC HEARING ON THE PROPOSED AMENDMENT NO. 5 TO THE WASHINGTON UNIFIED COMMERCIAL URBAN RENEWAL PLAN.

WHEREAS, the City Council of the City of Washington has heretofore deemed it necessary and desirable to prepare Amendment No. 5 (the "Amendment") to the Washington Unified Commercial Urban Renewal Plan (the "Urban Renewal Plan"); and

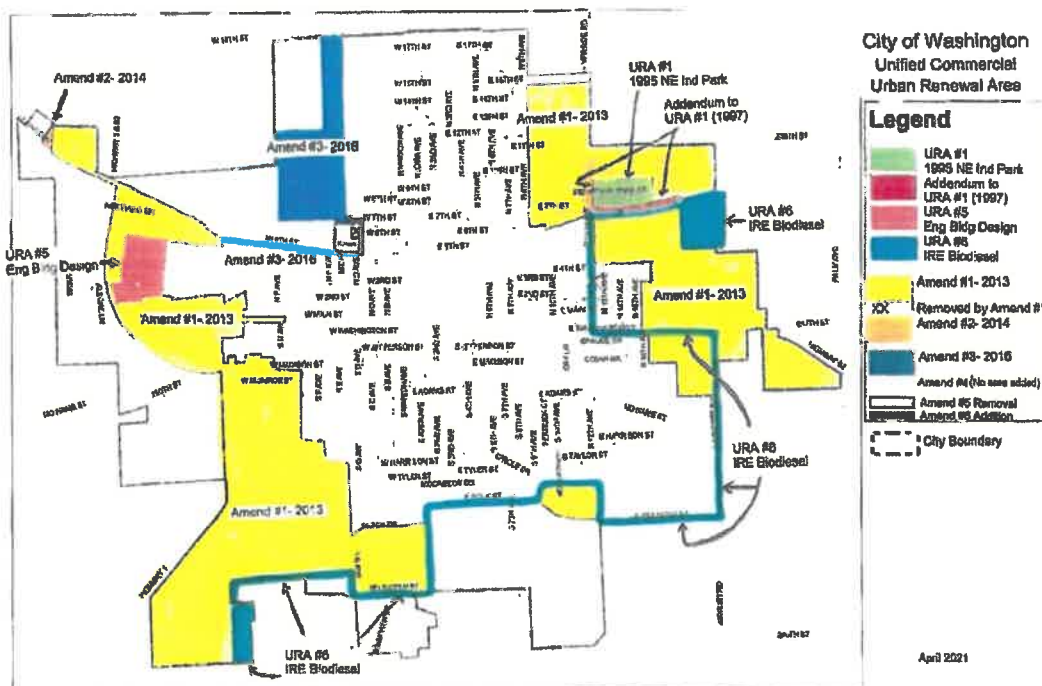
WHEREAS, the City Administrator, with advice from the City Attorney, has prepared said Amendment to the Urban Renewal Plan; and

WHEREAS, Chapter 403 of the Code of Iowa requires prior to passage of an Urban Renewal Plan Amendment, the holding of a consultation among the affected taxing entities and the publication and holding of a public hearing.

WHEREAS, the form of Public Notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED
AMENDMENT NO. 5 TO THE WASHINGTON UNIFIED COMMERCIAL URBAN
RENEWAL PLAN FOR AN URBAN RENEWAL AREA
IN THE CITY OF WASHINGTON, STATE OF IOWA**

The City Council of the City of Washington, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:00 o'clock P.M. on May 4, 2021 in the City Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, to consider adoption of a proposed Amendment No. 5 to the Washington Unified Commercial Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Washington, State of Iowa, generally depicted in the following map:



which land is to be included as part of this amended Urban Renewal Area.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Washington, Iowa.

The City of Washington, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development in the Urban Renewal Area, including the Bazooka-Farmstar,

Inc. property, through various public purpose and special financing activities outlined in the Amendment, and to repay certain public infrastructure improvement costs already incurred. To accomplish the objectives of the Amendment, and to encourage the further development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of such costs may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 5 remove the YMCA property from the Urban Renewal Area and add two streets to the legal description to ensure physical linkage with other Urban Renewal Area property as follows:

Legal Description of Amendment No. 5 Area To Be Removed

**Amendment #5 to the Washington Unified Commercial Urban Renewal Plan:
Removals from Existing Unified Commercial Urban Renewal Plan**

Commencing at the northeast corner of the southeast quarter (SE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, thence west 228.6 feet, thence south 695.5 feet, thence south 75° 44' east 219 feet, thence north 54 feet, thence east 132 feet, thence north 691.5 feet, thence west 132 feet to the place of beginning and containing six (6) acres, more or less; Washington County, Iowa; and

Lots numbered Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block Number Four (4) in Margaret M. Young's Second Addition to the Town, now City of Washington, Washington County, Iowa.

The above is also known as Lot A of Parcel F, Containing 5.41 Acres.

Legal Description of Amendment No. 5 Area To Be Added

**Amendment #5 to the Washington Unified Commercial Urban Renewal Plan:
Additions to Existing Unified Commercial Urban Renewal Plan**

North Avenue D from its intersection with West Fifth Street to its intersection with West Seventh Street; and

West Seventh Street from its intersection with North Avenue D to its intersection with North Avenue E.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Washington, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this 6th day of April, 2021.

/s/ _____

Sally Hart, City Clerk

By order of the Washington City Council

NOW, THEREFORE, the City Council of the City of Washington, Washington County, Iowa, hereby set a consultation date with affected taxing entities for Tuesday, April 20, 2021 at 9:00 a.m. at the Board of Supervisors Room at the Washington County Courthouse, 222 West Main Street, Washington, Iowa. Further, the City Clerk is directed that said Notice of Consultation be sent to the affected taxing entities, along with a proposed copy of said proposed Amendment to the Urban Renewal Plan.

BE IT FURTHER RESOLVED, that the City Council shall hold a public hearing at 6:00 p.m. on Tuesday, May 18, 2021 on the proposed Amendment to said Urban Renewal Plan. Further, the City Clerk is directed to publish notice of said public hearing as required by law.

Passed and approved this 6th day of April, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

**Amendment No. 5 to
Washington Unified Commercial Urban Renewal Plan**



**Washington 1995 Urban Renewal Area #1
Urban Renewal Area #5
Urban Renewal Area #6
Amendment No. 1 to Unified Commercial Plan 2013
Amendment No. 2 to Unified Commercial Plan 2014
Amendment No. 3 to Unified Commercial Plan 2016
Amendment No. 4 to Unified Commercial Plan 2019
Amendment No. 5 to Unified Commercial Plan 2021**

AMENDMENT NO. 5 TO THE WASHINGTON
UNIFIED COMMERCIAL URBAN RENEWAL PLAN

REFERENCE is hereby made to Amendment No. 1 to the City of Washington Unified Commercial Urban Renewal Plan, (the "Urban Renewal Plan") which was passed and adopted by the Washington City Council on June 5, 2013, Amendment No. 2 of the Urban Renewal Plan, passed and adopted on June 17, 2014, Amendment No. 3 of the Urban Renewal Plan, passed and adopted on May 31, 2016, and Amendment No. 4 of the Urban Renewal Plan, passed and adopted on March 19, 2019; and

WHEREAS, pursuant to Chapter 403 of the Code of Iowa, cities need to specifically list the Urban Renewal Projects that will be funded using incremental tax revenues; and

WHEREAS, Section H, Paragraph 2 of said Urban Renewal Plan contemplates that the City may arrange for or cause to be provided the construction of public infrastructure including, but not limited to, streets, water, sanitary sewer or other facilities in connection with Urban Renewal Projects; and

WHEREAS, the City intends to enter into a Development Agreement with Bazooka-Farmstar, Inc. to incur certain infrastructure costs and reimburse itself from incremental revenues to be created by development on that property, along with the possibility of rebates to the developer under certain circumstances ("the Project"); and

WHEREAS, it is now necessary to amend the Plan to include this Project.

NOW, THEREFORE, the Urban Renewal Plan is hereby amended as follows:

1. In Section J, Paragraph 1 of the Urban Renewal Plan, the following Public Improvement Project is hereby added and incorporated into the Urban Renewal Plan:

Bazooka-Farmstar, Inc. Grants and Internal Loan Repayment for installation of public sewer infrastructure	Grants, rebates and internal loan repayments not to exceed \$500,000
---	---

2. Except as modified by this Amendment No. 5, the original provisions of the Urban Renewal Plan are hereby ratified, affirmed and approved and shall remain in full force & effect.

3. This Amendment No. 5 to the Urban Renewal Plan shall be in full force and effect upon adoption by the City Council.

4. Any parts of the previous Urban Renewal Plan in conflict with the provisions of this Amendment No. 5 are hereby repealed.

EXHIBIT A

Legal Description of Amendment No. 5 Area To Be Removed

**Amendment #5 to the Washington Unified Commercial Urban Renewal Plan:
Removals from Existing Unified Commercial Urban Renewal Plan**

Commencing at the northeast corner of the southeast quarter (SE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, thence west 228.6 feet, thence south 695.5 feet, thence south 75° 44' east 219 feet, thence north 54 feet, thence east 132 feet, thence north 691.5 feet, thence west 132 feet to the place of beginning and containing six (6) acres, more or less; Washington County, Iowa; and

Lots numbered Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block Number Four (4) in Margaret M. Young's Second Addition to the Town, now City of Washington, Washington County, Iowa.

The above is also known as Lot A of Parcel F, Containing 5.41 Acres.

Legal Description of Amendment No. 5 Area To Be Added

**Amendment #5 to the Washington Unified Commercial Urban Renewal Plan:
Additions to Existing Unified Commercial Urban Renewal Plan**

North Avenue D from its intersection with West Fifth Street to its intersection with West Seventh Street; and

West Seventh Street from its intersection with North Avenue D to its intersection with North Avenue E.

EXHIBIT B
Map of the Washington Unified Commercial Urban Renewal Area
(including Original Area and Amendments No. 1, 2, 3, 4 & 5)

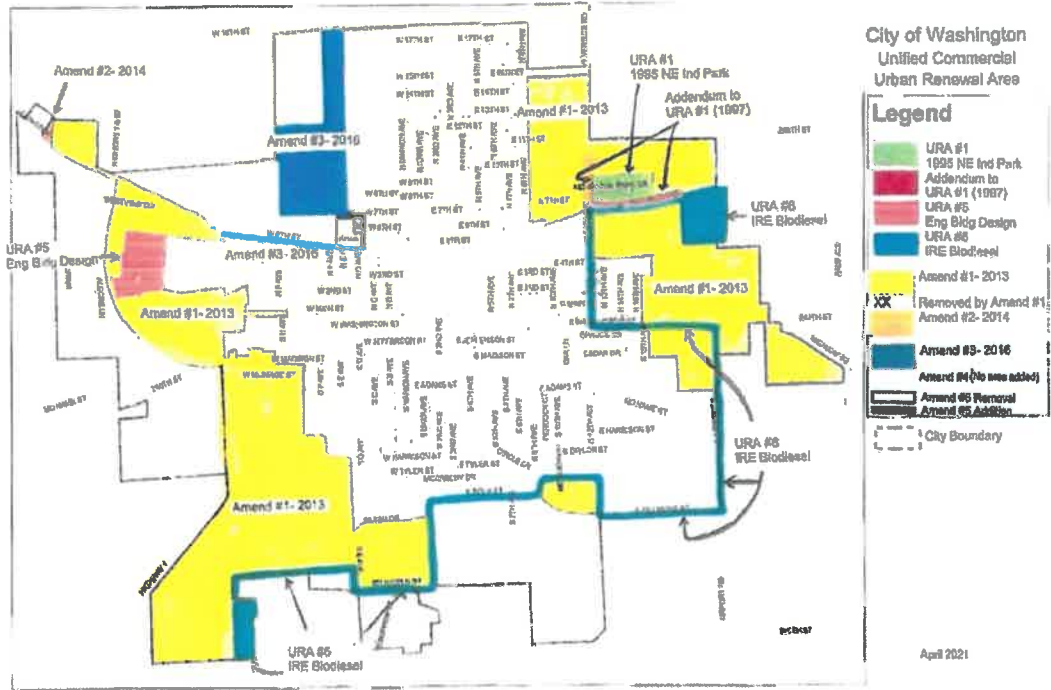


Exhibit E: Project Summary

Washington Unified Commercial Urban Renewal Area

Project Name:	Bazooka-Farmstar, Inc.
Location:	800 East 7 th Street
Type of Project:	City Internal Loan Repayment by TIF, Rebates to industry if taxable valuation created exceeds \$750,000.
Purpose:	Relocate & improve sewer to facilitate industrial expansion & better serve future development.
Project Description:	The project will involve a City project to construct a relocated sewer line to serve the Bazooka facility, Modine facility, and undeveloped land to the north.
Cost not to Exceed Estimate:	\$500,000
Potential Sources of Funding	Incremental revenues from a proposed 37,500 square foot expansion of Bazooka-Farmstar's industrial facility.
Need for TIF Project:	To promote economic development.
Time Table for Project:	2021
Date of Amendment:	April 2021

*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 29, 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 "Brent Hinson".

Re: Wellness Park Operational Agreements

Thank you for the in-depth discussion last time on the proposed agreements. I have prepared a single resolution for adopting of the agreements, which I believe is appropriate given their interlinked nature.

Amy Schulte plans to be present for the meeting. The Y board has already approved the agreements, and the Board of Education will be considering on April 14.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING
WELLNESS PARK OPERATIONAL AGREEMENTS**

WHEREAS, the City Council has seen to a considerable investment in recreation fields in the community through the Wellness Park Phase 1 projects; and

WHEREAS, it has been deemed prudent to have in-depth discussions with all facility partners to determine the best practices for managing these new facilities in a professional and organized manner; and

WHEREAS, the following these discussions, with the assistance of the City Attorney, three agreements related to management of the complex have been arrived at and agreed upon by all facility partners.

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

Section 1. The attached agreements are hereby adopted:

- A. Shared Use Agreement
- B. Cooperative Agreement for the Use & Scheduling of Recreation Fields
- C. Recreation Services & Fields Management Agreement

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

PASSED AND APPROVED this 6th day of April, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

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:

By: _____
Liz Hall, Board President

By: _____
Amy Schulte, CEO

SCHOOL:

By: _____
Eric Turner, Board President

By: _____
Willie Stone, Superintendent of Schools

CITY:

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

WASP:

By: _____

WABC:

By: _____

WASA:

By: _____

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator
Nick Pacha, Park Superintendent*



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

Wellness Park Operations

The City of Washington has developed the sports complex at the Washington Wellness Park for the benefit of the community and the support of youth recreational activities. The main complex includes 4 softball/baseball fields, 2 soccer/multi-use fields, and a concessions/restrooms building. The north soccer complex includes 8 additional fields, and the existing ball fields located at Lincoln School, Stewart School, Water Tower Park, and Case Field are subject to the terms of this agreement. This document seeks to outline the general terms of facility operations and expectations for proper usage.

General Management & Scheduling

The governing board for facility operations is the Washington Parks & Recreation Board. All grounds maintenance outside of the playing field areas will be handled by the Washington Parks Department. The Parks Department will be responsible for field turf mowing, general maintenance and field quality. The YMCA will be responsible for scheduling & general oversight of the operations of the complex, including oversight of concessions operations. Facility partner groups, including the YMCA as applicable will be responsible for line-marking, dragging of infields, management of concessions & restrooms including post-event cleanup, and event garbage management. Generally speaking, the YMCA will be the primary responsible party for these duties Monday – Friday. Events scheduled outside of this will need to make arrangements at the time of reserving the fields for these duties through the City. City building maintenance personnel will maintain and clean the concessions and restrooms facilities on an on-going basis. Garbage from events must be collected and deposited in the City dumpster on-site.

In the case of questions or disputes, the initial contact for grounds & building issues is the City Parks Superintendent. In the case of programming or scheduling issues, the contact is the YMCA Program Director. Every effort will be made to solve minor issues on the spot or swiftly following the event, in an even-handed and professional manner. For any issues not able to be resolved by these initial contacts, a staff panel with one representative each from the City, the YMCA, and Washington Schools will seek to resolve the question or dispute. In the case where major policy issues are involved or formal direction is needed, the question or issue may be referred by this staff panel to the Washington Parks & Recreation Board and ultimately to the Washington City Council for resolution.

As stated above, the YMCA is the chief scheduling agent for the fields. An initial joint meeting with the baseball/softball facility partner group will occur no later than September 30th with a second round of scheduling to occur no later than November 30th each year. An initial joint meeting with the soccer facility partner group will occur no later than February 28th with a second round of scheduling to occur no later than March 31 each year. The YMCA will maintain a shared calendar with access provided to all facility partners, and careful effort to ensure equitable access to the fields. All facility partners will seek to plan scheduled activities as far in advance as practical, including practices, and to maintain a courteous and respectful dialogue amongst themselves, the City, and the YMCA. Contact Ryan Harris, YMCA Program Director at rharris@washingtonty.org or utilize the shared calendar to schedule field space.

Also as stated above, the YMCA is the chief agent for operations of the concessions building at the site, for purposes of ensuring compliance with safety and health regulations. The YMCA will 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 that will be staffing the concession stand outside of the above listed schedule will need to provide the City and the YMCA with a copy of their sales tax permit and ServeSafe certificate.

The City will be responsible for providing the consumable products necessary for the public restrooms (toilet paper, hand soap, paper towels, etc.) while the YMCA will be responsible for providing the consumable and cleaning products for the concession stand (paper towels, dish & hand soap, gloves, etc.)

The City, YMCA, and all Facility Partners are responsible for maintaining appropriate liability insurance coverages for their specific situation.

Funding

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 shall be transferred to the City following the event for the general maintenance of the facilities.

As stated above, the YMCA will receive the net sales proceeds from concessions operations for events to compensate it for general management & inventory. Facility partners are free to offer branded merchandise or apparel for sale at events, at their sole effort and for their sole benefit. Food trucks are allowable for events with payment of _\$?? toward the project fund.

All facility partners will contribute \$10 participant for the first five years of operations, payable prior to the first game of the team's season. This will be deposited into a designated fund in the City treasury and will be available solely for facility maintenance and operations, upon the recommendation of the staff panel and at the approval of the

Washington Parks & Recreation Board. This fee structure will be re-examined after five years of operations.

Gate fees are allowable if approved in advance, with a predetermined portion of the gate fee going to the City for deposit in the facility maintenance fund.

Field Reservation/Usage Policy

Community Use

1. **Softball/Baseball Field Use:** Field 1 is a game-preference field, and is not to be used for practices or community usage unless all other fields are booked first. The field's game-preference status will be posted at the site.
2. **Soccer/Multi-Use Field Use:** Field 5 is a game-preference field, and is not to be used for practices or community usage unless all other fields are booked first. The field's game-preference status will be posted at the site.
3. Locally-based non-Facility Partners will be assessed a fee of not less than \$25/field/hour for usage, with a deposit in the amount of 10% or \$50, whichever is more, paid in advance to the City at which time the City will notify the YMCA to add the event to the schedule. All such organizations shall provide a valid certificate of liability insurance.
4. Nonlocal non-Facility Partners will be assessed a fee of not less than \$50/field/hour for usage, with a deposit in the amount of 10% or \$50, whichever is more, paid in advance to the City at which time the City will notify the YMCA to add the event to the schedule. Nonlocal is defined as having less than 50% of participants from the Washington Community School District area. All such organizations shall provide a valid certificate of liability insurance. For non-locally organized tournaments, a percentage of the gross receipts may be required in addition to the usage fee.
5. Renters will be responsible for any damages that occur during the use of the facility and the deposit can be withheld to cover any cleaning costs.
6. Cancellations at least 2 weeks prior to the event will receive a full refund, cancellations less than 2 weeks prior to the event will receive a 50% refund of fees.
7. Access and use of the concession stand for any rental must be arranged through the YMCA.

Rules & Guidelines

Good Sportsmanship Means Following the Rules

To ensure a quality leisure experience, please be aware of and adhere to the following guidelines:

Scheduled Usage

A specific time period and field can be scheduled for your activity. Please make sure that your usage complies with any reservations and that you cooperate with field users both prior to and following your activity.

Practice and Warm-up Guidelines

Do not hit or throw directly into fences. Use catchers during batting practice situations. No soft toss or batting drills will be allowed on the outfield turf at any time. Please use batting cages or areas outside of fence. Observe turf conditions and rotate location of warm-ups and practice drills to avoid excess wear to the turf. Please stay off the foul line. No usage will be allowed on prepared fields by teams or individuals that are not scheduled on that diamond.

Cancellations

The Parks Department and YMCA reserve the right to cancel all reservations and activities on fields due to inclement weather and/or field conditions. Field conditions will be regularly monitored by the Parks Department and YMCA staff. Facility partners will be notified of any cancellation as soon as possible.

Field Maintenance

All maintenance on fields must be performed under the direction of the Parks Department or YMCA staff. Unauthorized field maintenance is prohibited. Teams will be supplied access to limited equipment, including a field drag, chalk, and a lawn tractor, which are accessible by a key to be provided to the reserving party's representative in the storage area of the concessions/restroom building.

Field Preparation

Any league wanting to make up games must notify the YMCA of any make ups within 24 hour notice to allow time for field prep.

Safety

Each entity is responsible for providing first aid supplies for any event that occurs on the fields.

Parking

Parking is allowed in parking lot areas only. Vehicles are not allowed in turf or landscaped areas adjacent to fields. No campers or RV's will be allowed in the parking lot during events or overnight.

Trash and Litter

Please assist with maintenance by making sure that your team picks up all trash and litter in their dugout or player area following their game. Trash cans are located in every dugout and around each field.

Tobacco

Smoking and use of tobacco products is prohibited.

Pets

No pets are allowed in the sports complex or on the fields. Pets are allowed on walking trails and must be leashed at all times, in accordance with City Ordinance.

Field Lights

Help conserve energy and keep down the operational costs. Any field lights usage will first have to be approved by the Parks Superintendent. Use lights only when necessary for games and make ups. Field lights should not be used for 1 or 2 individuals; instead they should be used only for team game situations.

Inclement Weather

Many times, inclement weather conditions may quickly develop. Team coaches are expected to use good judgment and common sense and avoid the use of fields during unsafe playing conditions. During any chance of lighting, all spectators and participants will be asked to wait in their vehicles.

Field Condition Reports

We would appreciate your assistance in identifying problems or unsafe field conditions that you observe. If you identify a situation on your field that needs corrected, please contact the Parks Superintendent at npacha@washingtioniowa.gov.

Facility Hours

The usage hours of the complex are 7:00 a.m. to 9:00 p.m.

Violations

Failure to comply with user guidelines may result in the loss of privileges.

**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

By: _____
Amy Schulte, CEO

SCHOOL:

By: _____
Eric Turner, Board President

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

*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 29, 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: Wellness Park Street Dedication & Rezoning

We are bringing you several items to get the Wellness Park property squared away appropriately. These items have all gone through the Planning & Zoning Commission and have their recommendation. First, since the Wellness Park was not its own subdivision but rather the use of some existing parcels, we need the Council to specially consider dedicating the street rights-of-way for the extension of West 7th Street and North Avenue E.

Next, we have 2 items related to rezoning the property. The most appropriate zoning for the property is C-1 Conservation, which we have for our other parks for the most part, but we wanted to make sure that the existing water tower and a possible future municipal well were specifically allowed in this type of zoning as an "essential service". There is probably a reading of the current language where these items are already allowed, but we wanted to make sure there was no issue in the future.

Finally, assuming the essential service language looks appropriate, we would be ready for Council to consider the ordinance rezoning the entire property to C-1. This cleans up an area that is currently split between A-1 Agricultural, C-1 Conservation, R-2 Residential, and R-3 Residential.

"One of the 100 Best Small Towns in America"

RESOLUTION NO. _____

RESOLUTION DEDICATING A STREET

WHEREAS, the City Council approved the construction of a street in the plans for the 2020 Wellness Park Ball Fields and Roadway Project; and

WHEREAS, it is necessary to dedicate said street as an official City right-of-way.

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

Section 1. The City Council directs that the parcel generally described as North Avenue E from its northern terminus to West 7th Street, and West 7th Street from North Avenue E to a point 251.34 feet east of the centerline of the existing North Avenue E to the existing West 7th Street shown on the attached Acquisition Plat be designated a public street open for general traffic and use.

Section 2. That the Mayor and City Clerk be, and are hereby, authorized to execute an acceptance of dedication of property to the public, as shown on said maps.

PASSED AND APPROVED this ___ day of _____, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

INDEX LEGEND	
LOCATOR:	SECTIONS 7, 17 & 18-75-07 WASHINGTON, IOWA
PROPRIETOR:	CITY OF WASHINGTON
REQUESTED BY:	CITY OF WASHINGTON
PREPARED BY:	BOBBY & MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKAHOOSA, IOWA 52577



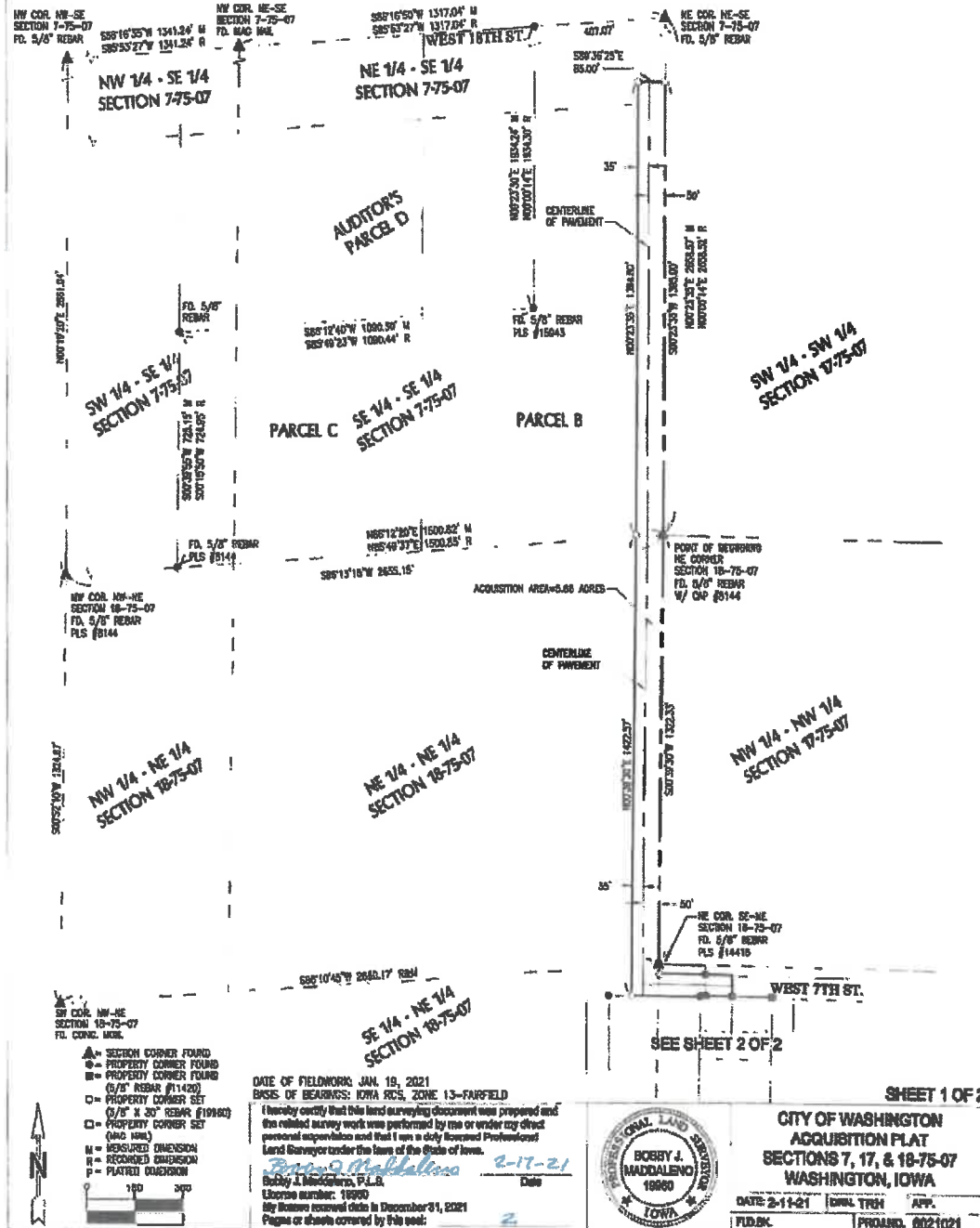
GARDEN & ASSOC.

P.O. Box 451, Oskahoosa, Iowa 52577-0451 Phone: (841)672-2526

RESERVED FOR RECORDER'S USE

ACQUISITION PLAT

LEGAL DESCRIPTION ON SHEET 2 OF 2



- ▲ SECTION CORNER FOUND
- PROPERTY CORNER FOUND
- PROPERTY CORNER FOUND (5/8" REBAR #11420)
- PROPERTY CORNER SET (5/8" x 30" REBAR #19980)
- PROPERTY CORNER SET (ANG. IRON)
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION

DATE OF FIELDWORK: JAN. 19, 2021
 BASIS OF BEARINGS: IOWA PCS, ZONE 13-FARFIELD
 I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
Bobby J. Maddaleno 2-17-21
 Bobby J. Maddaleno, P.L.S. Date
 License number: 18890
 My license renewed date is December 31, 2021
 Pages or sheets covered by this seal: 2



SHEET 1 OF 2
CITY OF WASHINGTON
ACQUISITION PLAT
SECTIONS 7, 17, & 18-75-07
WASHINGTON, IOWA
 DATE: 2-17-21 DRAWN: TRM APP:
 FILE NO. PROJECT: 0021021



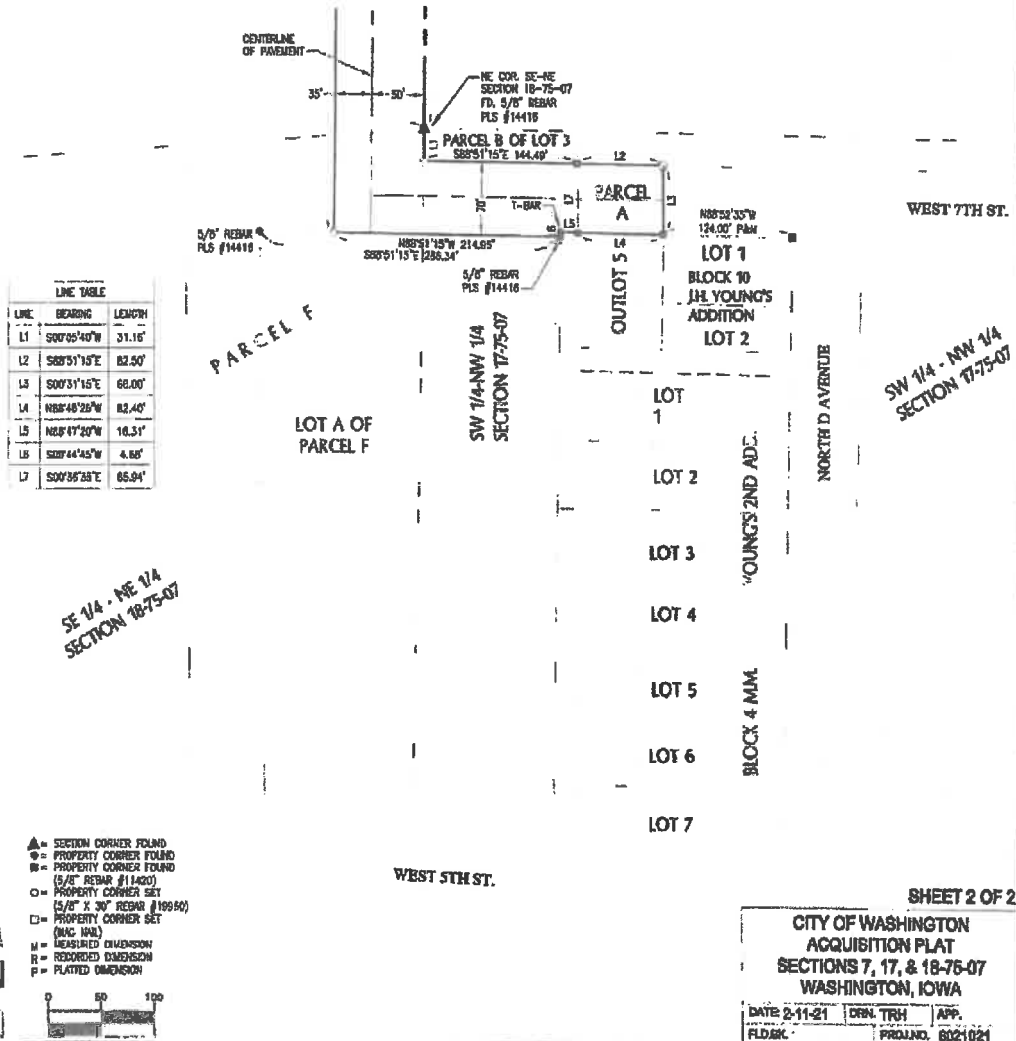
GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)872-2526

ACQUISITION PLAT

A tract of land being a part of the Southeast Quarter of the Southeast Quarter of Section 7, the Northeast Quarter of the Northeast Quarter of Section 18, part of Parcel F of the Southwest Quarter of the Northwest Quarter of Section 17 and the Southeast Quarter of the Northeast Quarter of Section 18, and all of Parcel A of Outlot 5 of J.H. Young's Addition to the City of Washington, ad in Township 75 North - Range 07 West of the 5th P.M., City of Washington, Washington County, Iowa, being more particularly described as follows:

Beginning at the Northeast corner of said Section 18; thence South 00°39'30" West 1322.33 feet along the East line thereof to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 18, said point also being the Northwest corner of Parcel B of Lot 3 of said Southwest Quarter of the Northwest Quarter of Section 17 as shown on the Plat of Survey thereof recorded in Plat Book 28 on Page 141, Washington County Records; thence South 00°05'40" West 31.16 feet to the Southwest corner of said Parcel B; thence South 86°51'15" East 144.49 feet along the South line of said Parcel B to the Northwest corner of said Parcel A of Outlot 5 of J.H. Young's Addition to the City of Washington as shown on the Plat of Survey recorded in Book 28 on Page 141; thence South 88°51'15" East 82.50 feet along the North line of said Parcel A to the Northeast corner thereof; thence South 00°31'15" East 66.00 feet along the East line of said Parcel A to the Southeast corner thereof; thence North 88°48'25" West 82.40 feet along the South of said Parcel A to the Southwest corner thereof; thence North 88°47'20" West 18.31; thence South 00°44'45" West 4.68 feet to the Northeast corner of Lot A of Parcel F according to the Plat of Survey thereof recorded in Book 28 on Page 284; thence North 88°51'15" West 214.95 feet along said North line; thence North 00°39'30" East 1422.57 feet; thence North 00°23'36" East 1394.80 feet; thence South 89°38'25" East 85.00 feet to the East line of the Southeast Quarter of said Section 7; thence South 00°23'35" West 1385.00 feet along said East line to the Point of Beginning. Said tract of land contains 5.86 acres.



SHEET 2 OF 2

**CITY OF WASHINGTON
ACQUISITION PLAT
SECTIONS 7, 17, & 18-75-07
WASHINGTON, IOWA**

DATE: 2-11-21 DRN: TRH APP:
 FLD: KC PROJNO: 6021021

**City of Washington
Concept Plan for Wellness
Park ROW Dedication &
Future Development
2-17-21**

**Area to Zone C-1
Conservation
(Outlined in Yellow) >**

**Full Extent of
2-17-21 Acquisition >
Plat ROW**

**Future ROW
Acquisition- W. 15th
Extension to North E**

**< Portion of North E Constructed
with 2020 Project**



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON BY AMENDING THE DEFINITION OF ESSENTIAL SERVICES.

WHEREAS, based on legal review of the City Attorney, it is recommended that a certain definition in the City's Code of Ordinances be amended with the purpose of allowing municipal water storage tanks and wells in C-1 Conservation District zoning; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the following ordinance.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Amendment. Section 165.01 of the Code of Ordinances is hereby amended by repealing the existing definition of "Essential services" and adopting a new definition as follows:

"38. "Essential services" means the erection, construction, alteration, or maintenance, by public utilities or municipal or other governmental agencies, of underground or overhead gas, electrical, steam or water transmission or distribution systems collection, communication, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, and other similar equipment and accessories in connection therewith; reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, including water storage tanks and wells, but not including buildings unrelated to these uses."

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

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

Passed and approved this _____ day of _____, 2021.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

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

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE WASHINGTON ZONING ORDINANCE
BY CHANGING THE BOUNDARIES OF ZONING DISTRICTS.**

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

SECTION 1. Purpose: The purpose of this ordinance is to change the zoning of particular adjacent parcels of property from A-1 Agricultural, R-2 One to Two Family Residential, and R-3 One to Six Family Residential to C-1 Conservation, as recommended by action of the City of Washington Planning & Zoning Commission on March 23, 2021.

SECTION 2. Amendment: That the Zoning Districts and Zoning Map of the City of Washington, Iowa, be and the same are hereby amended to provide that the following real-estate as now laid out and established in the City of Washington, Washington County, Iowa and more particularly described as follows, to-wit:

AUDITOR'S PARCEL B located in the Southeast Quarter (SE¼) of Section Seven (7), Township Seventy-Five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, as shown by Plat of Survey recorded in Plat Book 14, Page 324 in the Office of the Recorder of Washington County, Iowa.

AUDITOR'S PARCEL C, containing 45.508 acres, in the Southeast Quarter (SE¼) of Section Seven (7), Township Seventy-Five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, as shown by Plat of Survey recorded in Plat Book 14, Page 324 in the Office of the Recorder of Washington County, Iowa.

Excepting therefrom the above, Auditor's Parcel "D", described as follows: Beginning at the Northwest Corner of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of said Section 7; thence North 85 degrees 53 minutes 27 seconds East along the north line of said Northeast Quarter of the Southeast Quarter, also being the north line of Parcel C and the north line of Parcel B, a distance of 909.99 feet; thence South 00 degrees 00 minutes 14 seconds West a distance of 1934.30 feet; thence South 85 degrees 49 minutes 23 seconds West a distance of 1090.44 feet to the west line of said Parcel C; thence North 00 degrees 15 minutes 50 seconds East along said west line a distance of 1936.24 feet to the north line of the Northwest Quarter of the Southeast Quarter of said Section 7, also being the north line of said Parcel C; thence North 85 degrees 53 minutes 27 seconds East along said north line a distance of 171.55 feet to the Point of Beginning, containing 48.11 acres, more or less, including 1.86 acres of presently established Washington County road easement.

AND

The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Eighteen (18), Township Seventy-Five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, in Washington County, Iowa.

Be and the same is hereby re-classified as C-1 Conservation and that said real estate be subject to all provisions and regulations affecting C-1 Conservation real estate within the City of Washington, Iowa.

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

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

Passed and approved this _____ day of _____, 2021.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 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 29, 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: 3rd Reading of Ordinance Vacating of a Portion of 600 East Tyler Cul-de-Sac/ Tyler Circle Subdivision

We are now ready for the final reading of the ordinance vacating the portions of the East Tyler cul-de-sac. Following approval of this ordinance, the Council can consider the resolution conveying the property to Matnic, LLC. In exchange for this property, the City will receive back a small amount of property at the end of the street.

Approval of these items then allows Council to take up the consideration of the P&Z recommendation related to the preliminary & final plat of the Tyler Circle Subdivision, which re-draws the property lines for the 3 undeveloped lots in the current South Circle Subdivision. See the memo from Jeff Duwa for more information on the P&Z recommendation.

"One of the 100 Best Small Towns in America"

Brent Hinson

From: jduwa@washingtioniowa.gov
Sent: Wednesday, February 17, 2021 1:51 PM
To: 'Brent Hinson'; 'Sally Hart'
Subject: FW: circle drive
Attachments: 20210217130130305.pdf

Brent,

Here is the latest on the Horsey property. I think this looks like a better plan from before and should work. See email below, attachments and let me know your thoughts. Thanks!



Jeff Duwa

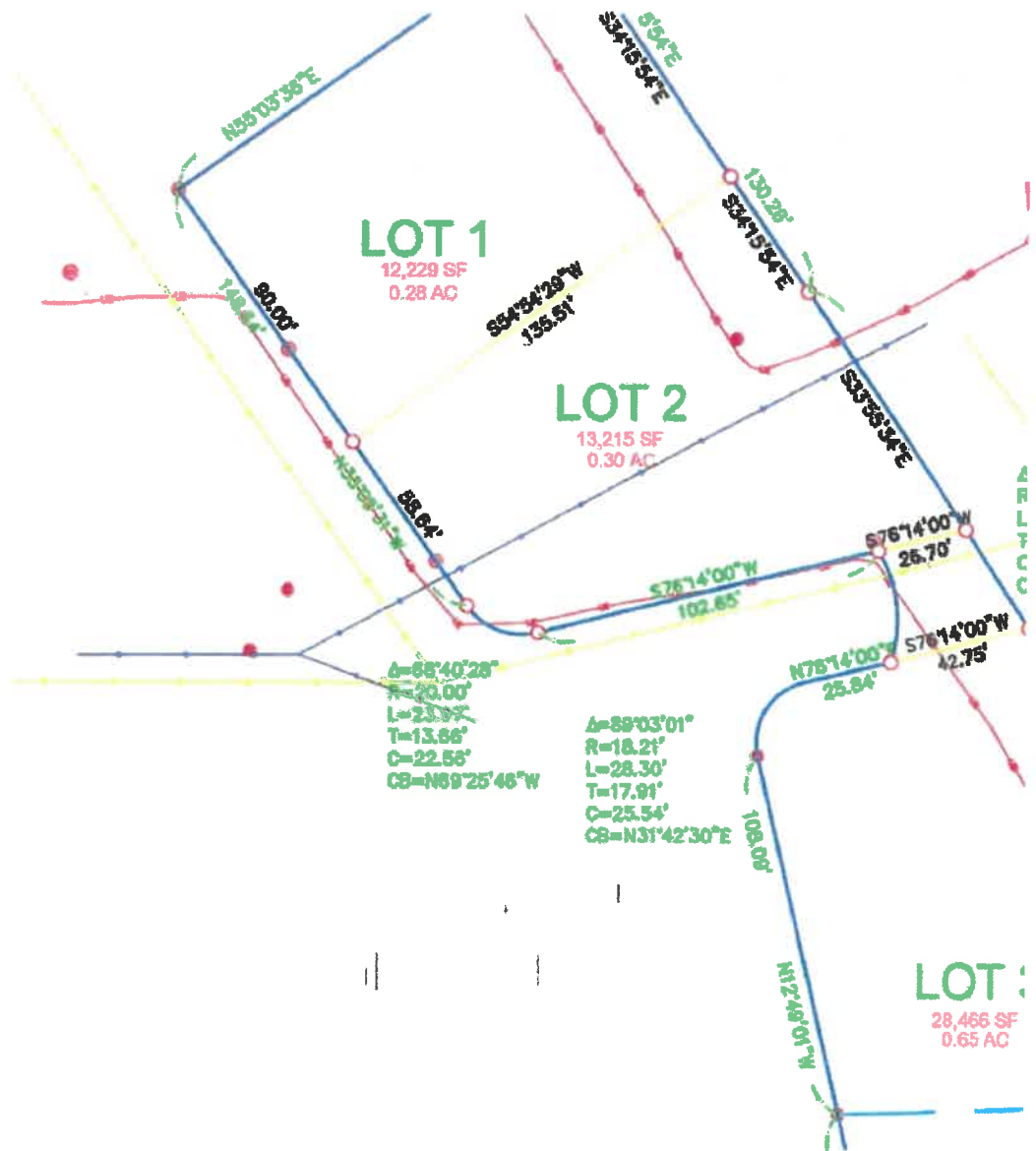
Development Services Department
Building and Zoning Official
Building, Plumbing and Electrical Inspector
215 E. Washington St. - Washington, IA 52353
(p) 319-653-6584 X124 (c) 319-460-0132
(f) 319-653-5273

From: S.steil@mmsconsultants.net <S.steil@mmsconsultants.net>
Sent: Wednesday, February 17, 2021 1:18 PM
To: jduwa@washingtioniowa.gov
Subject: circle drive

Jeff,

We widened the "alley" to get more of the sanitary line in it. We offset 7.5' (half of 15' requested sanitary easement). We will have a utility easement across the front of the lots for any underground, which is the usual on residential lots. This makes Lot 2 a corner lot and the 90' of required frontage will wrap around the lot. The orange and the blue in the attached will be vacated and included in the new lots. The yellow highlighted area can be used for the alley. It does not good to include it in the lot.

Let me know if you are all good to go with this and we can then proceed with drawing up the prelim plat.



Sandy Steil

Project Manager/Business Development

Ofc: (319) 351-8282

Cell: (319) 631-0366

Direct: (319) 351-8411

S.steil@mmsconsultants.net

mmsconsultants.net

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RESOLUTION NO. _____

RESOLUTION APPROVING THE DISPOSAL OF SURPLUS PROPERTY (600 BLOCK OF EAST TYLER STREET CUL DE SAC RIGHT-OF-WAY).

WHEREAS, the City Council has heretofore determined that to facilitate further housing development, that the City would vacate a portion of the cul de sac right-of-way in the 600 block of E. Tyler Street (the "Surplus Property"); and

WHEREAS, to that end, the City Council has previously, after public hearing, vacated said right-of-way via ordinance; and

WHEREAS, the Surplus Property is of no value to the City and can be added back to the tax rolls of the City; and

WHEREAS, it is now necessary to approve the disposal of said Surplus Property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of the City of Washington finds that the Surplus Property is of no value to the City and can be added by to the tax rolls.

BE IT FURTHER RESOLVED, that the City Administration, with the advice of the City Attorney, shall take all necessary steps, including execution of appropriate deeds, to convey the Surplus Property that is located on Lots 2 and 3 on the attached drawing to the adjacent owner for development as housing lots.

Passed and approved this 6th day of April, 2021.

Jaron Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk



Development Services
215 E. Washington St.
Washington, IA 52353
319.653.6584 ext. 124

Memo

To: City Council
From: Jeff Duwa-Building and Zoning Official
Date: 03/23/2021
Re: Preliminary/Final Plat Tyler Circle Subdivision

Issue

Review and consider the Preliminary/Final Plat Tyler Circle Subdivision on E. Tyler and along Circle Drive.

Background

Matnic LLC would like modify lots 3F, 3G and 3H with identified lot realignments and additions of the old Railroad ROW expanding the size of each lot over twelve thousand square foot. A modification to the end of E. Tyler St. for driveway access and allowing adequate space for utilities easements. On Tuesday March 31, 2021, the City of Washington's Planning and Zoning Commission met to review and discuss the Preliminary/Final Plat Tyler Circle Subdivision.

Recommendation

The City of Washington's Planning and Zoning Commission recommends that the City of Washington's City Council approve the Preliminary/Final Plat Tyler Circle Subdivision on E. Tyler and along Circle Drive.



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

April 1, 2021

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

To: Mayor and City Council
Cc: City Administrator and City Clerk

Jason Chalupa
Sergeant

Ref.: Animal Control Ordinance

Benjamin Altenhofen
Sergeant

With the third and final reading of the Animal Control Ordinance on the Agenda and after review of communication from Dr. Miller I would suggest that the following be added to the definition section as 55.01 (10) with the remaining definitions be numbered in sequence as necessary.

Brian VanWilligen
Investigator

Eric Kephart
K-9 Handler

55.01(10) – “Destroy” – as it relates to an animal’s disposition means humane euthanasia by a licensed veterinarian or a certified veterinary technician.

Seth Adam
Police Officer

Please feel free to contact me if you have any additional questions, comments or concerns.

Tanner Lavelly
Police Officer

Christopher Raymer
Police Officer

Ethan Hansen
Police Officer

Respectfully,


Jim Lester
Chief of Police

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
55.04 Abandonment of Cats and Dogs	55.16 Keeping of Dangerous Animals and Ille Animals Prohibited
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

(11) 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.

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 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.

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.

(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 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 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. 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.

Such order shall be contained in a Notice of Finding , 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, the City Administrator or their designee shall schedule a hearing within seven (7) days. 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. 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.. 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. 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.

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.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 55 ANIMAL PROTECTION AND CONTROL

Passed and approved this ___ day of April, 2021.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: February 17, 2021

Approved on Second Reading: March 16, 2021

Approved on Third & Final Reading: _____

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

City Clerk



Washington Police Department

James Lester, Chief of Police
215 East Washington Street
Washington, Iowa 52353
Phone: 319-658-2256 Dispatch: 319-653-2107

Rhonda Hill
Administrative Assistant

April 1, 2021

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

To: Mayor and City Council
Cc: City Administrator and City Clerk

Jason Chalupa
Sergeant

Ref.: Strategic Plan

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

Please find attached the proposed 2021-2026 Washington Police Department Strategic Plan.

Eric Kephart
K-9 Handler

As outlined in the document we feel this is an adequate assessment of goals and objectives for the next five years.

Seth Adam
Police Officer

This will be a living-document, in that we will review it annually and provide reports on our progress, challenges and accomplishments.

Tanner Lavelly
Police Officer

I request that the City Council approve the Washington Police Department 2021-2026 Strategic Plan as presented.

Christopher Raymer
Police Officer

If you have any comments, questions or concerns please feel free to contact me.

Ethan Hansen
Police Officer

Respectfully,

Jim Lester
Chief of Police

Washington Police Department

Strategic Plan



2021- 2026

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- VI. Organizational Structure and Operating Budget
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Mission Statement and Core Values

The Washington Police Department is a dedicated group of professionals who are committed to excellence in law enforcement and serving the community with pride; making the City of Washington a safe and enjoyable place to live, work or visit.

Our mission is to encourage community partnerships to solve problems and improve public safety in a manner that is consistent, fair, impartial, and transparent.

Teamwork

The Washington Police Department works together in carrying out the mission of our department. Police Department staff are respectful to each other and work collaboratively to solve problems and serve the Washington community.

Accountability

The Washington Police Department takes great pride in being accountable and accessible to the community we serve. The police department staff are expected to serve as role models and leaders within the community.

Professionalism

The Washington Police Department treats the public and our colleagues with courtesy, professionalism, and respect. We understand that our appearance, words, and demeanor contribute to the community's confidence in us to do our jobs promptly and efficiently.

Advocacy and Empathy

The Washington Police Department has compassion for victims of crime. We have respect for and promote the diversity of the community. We advocate for and collaborate with agencies that provide supportive services for victims, youth and others involved in the criminal justice system.

Integrity

The Washington Police Department is honest, truthful and consistent in our words and actions. We are committed to the enforcement of laws and the preservation of order and property to maintain the community's trust.

Communication

The Washington Police Department believes in transparency and recognizes that communication with city leaders, community organizations, citizens and the media is important to maintain the community's confidence in our ability to adequately serve them.

Executive Summary



It is my pleasure to present the Washington Police Department's five-year strategic plan. This publication is a result of input from members of the Police Department, city elected officials and department heads, community partners and citizens of Washington.

I want to thank everyone for their dedication and commitment in assisting with the development of this plan that creates a pathway for the future of the department and our community.

This plan focuses on enhancing our community trust through improved community engagement, maintaining a well-trained and adequately staffed department, providing transparent public information as it relates to crime and public safety, and outlining strategic objectives for the next five years.

This plan will serve as our roadmap as we continually evaluate our progress and hold ourselves accountable to ensure we are providing the best public safety possible to the citizens of Washington. We recognize that not all the goals and objectives in this plan will be fully achieved during this planning cycle; however, it is critical that we identify and address these aspirations in order to begin an intentional and deliberate course of action to achieve them.

The Police Department is dedicated to its mission of providing excellence in law enforcement and working closely with our community partners to solve problems and improve public safety.

Law enforcement has seen many changes and numerous mandates over the years as it relates to training and standards. The Police Department must adhere to mandates imposed by federal regulations, Iowa Code, City Ordinances, and court rulings. Through increased training and policy changes, the Police Department will continue to strive to meet the expectations of the community.

This Strategic Plan is our pledge to work in partnership with the community and to be as transparent as possible as we provide service to our community during the next five years.

Jim Lester
Jim Lester
Chief of Police

Strategic Issues

Community Engagement / Community Policing

Goal: Expand opportunities for collaboration with the community through focus on community engagement, focus on problem solving, and increased presence at community events.

- Objective 1:** Ongoing: Encourage officer participation in community events and membership in community organizations.
- Objective 2:** Ongoing: Improve officer presence at community events including the farmer's market, events on the square and local school activities.
- Objective 3:** Ongoing: Develop a plan for providing community educational workshops that allow for more officer-citizen interaction; including participation with Kirkwood Community College's summer camp programs.
- Objective 4:** Ongoing: Coordinate bi-monthly "Coffee with a Cop" events with local schools, businesses and organizations.
- Objective 5:** By 2022: Develop working relationships with the Chamber and Main Street Washington to provide situational awareness and crime prevention training to local businesses.
- Objective 6:** By 2023: Establish an annual Citizens Police Academy, including a ride-along program to provide the public an opportunity to experience what officers deal with on a daily basis.
- Objective 7:** By 2024: Consider the development of a Reserve Officer program allowing for more community involvement and perhaps providing a "foot in the door" for those interested in a law enforcement career.
- Significance:** The Police Department receives great community support. This continued support is vital for effective daily operations. Developing more programs that allow for positive citizen-officer interactions will provide for greater community engagement and allow for improved overall community policing.

Personnel / Staffing

Goal: Provide the citizens of Washington with a well-trained police department that is adequately staffed to ensure safety for both citizens and police officers.

- Objective 1: Ongoing: Continue to provide officers with training on diverse communities, biased based policing, and de-escalation methods.
- Objective 2: Ongoing: Direct shift supervisors to monitor and improve response times to calls for service, reaffirming to the community our dedication to providing professional and efficient service.
- Objective 3: By 2022: Complete a staffing analysis of the police department with the goal of hiring additional staff to improve the safety of the community and the officers.
- Objective 4: By 2023: Develop a more formal training plan that provides for both specialty trainings and certifications along with cross-training in certain areas.
- Objective 5: By 2023: Develop a physical fitness and defensive tactics program geared towards patrols officers that includes regular scheduled training and events.
- Objective 6: By 2023: Develop a plan to increase administrative support staff.
- Objective 7: By 2024: Develop a staffing plan that includes a collaboration with the school district for the addition of a School Resource Officer.

Significance: Having an adequately staffed and well-trained police department is paramount to successful community relations. The current number of patrol officers, coupled with their tenure sometimes limits the department's ability to provide the city with comprehensive services, such as two officer deployments, on-going narcotics investigations, and community engagement activities.

Providing on-going training related to cultural diversity, implicit bias, officer safety, de-escalation methods, and specialty areas is critical to providing essential service to the community.

Adequate and comprehensive police services are necessary to ensure a high quality of life and obtain a low rate of crime. It is also important to note the need to balance the costs associated with increased police staffing with the benefits of increased services.

Crime and Investigations

Goal: Enhance the Police Department's capability to effectively investigate all criminal incidents that impact the City of Washington.

- Objective 1:** Ongoing: Provide police department staff with more specialized training as it relates to crimes against persons, internet facilitated crimes, crime scene management, specialized traffic enforcement, and narcotics investigations.
- Objective 2:** Ongoing: Continue to work closely with advocates from DVIP and RVAP in providing compassionate response to victims of violent crimes.
- Objective 3:** Ongoing: Increase the department's capability to address crime waves and align patrol resources based on incident report data.
- Objective 4:** By 2022: Have a comprehensive inventory and system of operations for all items seized and in the custody of the department related to criminal investigations.
- Objective 5:** By 2022: Provide officers with training as it relates to reporting and documenting incidents based on federal and state Uniform Crime Reporting standards.
- Objective 6:** By 2023: Have additional officers trained in the specialized areas of narcotics investigations, crimes against persons and public information/media relations.
- Objective 7:** By 2024: Have all officers trained in Critical Incident Training and a victim-centered approach to violent crimes.
- Significance:** As the community grows, we can expect the number of incidents reported to law enforcement to also increase. With the ever-changing world of technology more and more of the reports are facilitated using social media or the internet. It is imperative that officers have a basic understanding of internet facilitated crimes.
- Officers respond to multiple calls for service related to persons in mental health crises. Adequate crisis intervention training provides for a more compassionate and safer response for both officers and citizens.
- A victim-centered, multi-disciplinary approach to violent crime has shown to provide victims with a better outcome and experience when dealing with the criminal justice system. Having officers trained in trauma-informed interviewing demonstrates the department's dedication to providing the best service possible to victims of crime.

Technology

Goal: Enhance the Police Department's capability to use technology in providing service to the community.

- Objective 1:** Ongoing: Establish internal procedures using available technology to limit duplication of data entry and lengthy preparation of information requested by other agencies or organizations.
- Objective 2:** Ongoing: Explore new technology as relates to improved public service, officer safety and more efficient use of department resources.
- Objective 3:** By 2023: Have all desktop computers updated with efficient and current technology. Explore options of upgrading the in-house computer server.
- Objective 4:** By 2024: Explore grant options to allow for the capability of video surveillance for high-crime areas and/or special events.
- Objective 5:** By 2026: Explore options for upgrading to a more robust and user-friendly Records Management System.
- Objective 6:** By 2026: Have all patrol cars and officers equipped with a user-friendly video recording system that allows for automated transfer of recorded files and an improved method of sharing files with prosecutors.
- Significance:** Law enforcement technology is constantly changing; to maintain an efficient level of community service, the Police Department must adapt and update regularly to meet the industry standards.

Acquiring and updating technology and software is an expensive endeavor, however, good financial planning and regular maintenance and replacement of equipment is imperative for successful completion of this strategic goal.

Community Survey Responses

As part of the strategic planning process, members of the community, community partners, city elected officials and department heads were asked to complete an online survey that asked four questions: What does the Police Department do well; What can the Police Department do to improve service; What should the Police Department Focus on as the city grows; and What are your expectations of the Police Department?

The responses are summarized on the following pages:

What does the Police Department do well?

- Community Presence / Involvement / Community Policing
- Community Relations / Promotes positive, professional image
- Quick, caring, professional, respectful response to calls
- Chief is always available to meet with anyone
- Watching out for children before and after school
- Treat residents with respect, dignity and fairness
- Calmly diffuse tense situations
- Getting drugs off the street
- Work well with victims of domestic/sexual violence and the advocates for those victims
- Good relationships with students
- Officers are well trained and professional to work with
- Respond to and follow-up with in a timely manner

How can the Police Department improve service?

- More officers on duty / add School Resource Officer
- Continue community outreach / offer public information forums including events for children (bike safety) / walk around neighborhoods and get to know people
- Improve communication with all citizens, particularly our Latino and African-American community
- More proactive and self-initiated policing / patrol and be present downtown more often
- More officer presence at community event and officers greet people and appear more friendly and approachable
- Maintain transparency with the community / Address community concerns
- Get to know business owners
- Increase attention to speeders on main streets and highways through town

- More diversity on the force
- Keep community informed – introduce each officer on social media, etc.
- Provide better training regarding drugs
- More contact / visibility at school events

What should the Police Department focus on as the city grows?

- Attend more events and become more active within the community
- Be open and transparent with the public
- Have a positive presence in the schools
- Have more diversity on the force
- Focus on drug investigations and education
- Diversity training for officers and translator services
- Provide better recognition for all the officers do
- Hire additional officers
- Focus on crime and crime prevention
- Attract and employ minority officers and participate in minority community events
- Add surveillance cameras to more areas of the community
- More outreach with school and other organizations

What are your expectations of the Police Department?

- Continue to grow and be a positive part of the community
- Allow grace and use minor infractions as teaching and coaching opportunities
- Continue to provide excellent service, in spite of challenges and difficulties experienced during the past year
- Be community focused and involved in the community
- Treat everyone with respect and give consideration to their circumstances
- Confront the drug issues
- Focus on conflict de-escalation
- Respond when requested and provide professional service
- Keep community safe and uphold community values
- To be fair to everyone whatever their race or social status
- To protect, serve and act as role models
- Fair and compassionate service while avoiding violent enforcement tactics

Organizational Structure and Operating Budget

The Police Department is currently staffed with 11 fulltime sworn officers and one full time civilian administrative assistant.

Current fulltime staff include:

Chief of Police Jim Lester
Lieutenant Lyle Hansen
Lieutenant Shamus Altenhofen
Sergeant Jason Chalupa
Sergeant Benjamin Altenhofen
Investigator Brian VanWilligen
Officer / K-9 Handler Eric Kephart
Officer Seth Adam
Officer Tanner Lavelly
Officer Chris Raymer
Officer Ethan Hansen
Administrative Assistant Rhonda Hill

The Police Department roster also includes four part-time patrol officers and two part-time administrative support staff.

Police Department Budget History

2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	Current 20-21 Projected Year End
1,474,571	1,493,464	1,594,320	1,294,179	1,310,163

Nearly 90% of the Police operating budget consists of personnel costs, including wages, benefits, uniforms and training.

Summary

This Strategic Plan is a thorough assessment of where the Police Department would like to be at the conclusion of 2026. Completion of the objectives will be difficult but rewarding in providing the citizens of Washington with an appropriately equipped and well-trained Police Department.

The Police Department would like to acknowledge those who assisted or provided information for the development of this document:

- The Washington community for the continued support and willingness to provide desires and expectations for future operations.
- The Washington Police Community Advisory Committee for their guidance, direction and assistance in the development of this document.
- The Officers and staff of the Washington Police Department who provided ideas and commentary concerning this plan and who will ultimately carry the burden of fulfilling the objectives.
- Chief Greg Staples and the Norwalk Police Department and Director Bryna Walker and the Washington Public Library for their assistance in formatting and wording of this document.
- Mayor Jaron Rosien, City Administrator Brent Hinson and the City of Washington Department Heads and elected officials who work closely with the Police Department and provide helpful insight into our operations.
- The many Washington businesses and organizations that work closely with the Police Department to help create a safe environment for those that live, work or visit our community.

The completion of the objectives listed will not be possible without the continued cooperation and community engagement as described herein.

The Washington Police Department Strategic Plan will be submitted to the Mayor and City Council for their consideration and approval.

Subject to approval and modification of any listed objectives and with available funding, the Police Department will begin implementation of this plan. The plan will be reviewed and updated on an annual basis to ensure the goals and objectives continue to reflect the priorities of the department and the community as we grow for the future.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2021

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

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

PRODUCER SKOGMAN CARLSON INSURANCE 1110 Dina Court Suite B Hiawatha IA 52233		CONTACT NAME: Sherri Rowden PHONE (A/C, No, Ext): (319) 366-6288 E-MAIL ADDRESS: Sherri@skogmanins.com FAX (A/C, No): (319) 364-7157	
INSURED MidWest Sips, LLC 5418 West Reinbeck Rd Hudson IA 50643		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Spriska	NAIC # 19780
		INSURER B: USLI (Inland Marine)	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2133008428 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			10-2020-6235	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			10-2020-6236	05/06/2021	05/06/2022	Each Occurrence 1000000 General Aggregate 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Commercial Inland Marine Coverage: Mobile Concession Stand Coverage Limit \$10,000 with \$1,000 Deductible

CERTIFICATE HOLDER

CANCELLATION

TO WHOM IT MAY CONCERN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Contractor's Application for Payment No. 10

Application Period:	1/16/21 - 3/19/21	Application Date:	3/22/2021
To (Owner):	City of Washington	Via (Engineer):	Garden & Associates, LDT
Project:	Wellness Park Ballfields And Roadway	Contract:	Delong Construction
Owner's Contract No.:		Contractor's Project No.:	
		Engineer's Project No.:	9020226

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
1	\$13,191.18	\$2,400.00
2	\$69,546.85	\$4,097.00
3	\$20,098.30	
4	\$15,089.90	
TOTALS		\$6,497.00
NET CHANGE BY CHANGE ORDERS		\$111,429.23

1. ORIGINAL CONTRACT PRICE..... \$ 52,983,670.85
2. Net change by Change Orders..... \$ \$111,429.23
3. Current Contract Price (Line 1 ± 2)..... \$ \$3,095,100.08
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ \$3,048,885.38
5. RETAINAGE:

a.	<input checked="" type="checkbox"/>	Work Completed.....	\$ <u>\$30,000.00</u>
b.	<input checked="" type="checkbox"/>	Stored Material.....	\$ <u>\$30,000.00</u>
c.		Total Retainage (Line 5.a + Line 5.b).....	\$ <u>\$3,018,885.38</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$2,867,739.90
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$151,145.48
8. AMOUNT DUE THIS APPLICATION..... \$ \$76,214.70
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ \$76,214.70

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature:	Date: <u>3-30-21</u>
-----------------------	----------------------

Payment of:	\$ <u>151,145.48</u>	(Line 8 or other - attach explanation of the other amount)
is recommended by:		<u>3-30-2021</u> (Date)
Payment of:	\$ <u>151,145.48</u>	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	(Date)
	_____	(Owner)



QUOTE

Quote ID: Q13069 Rev: 0

Quote Date: 3/25/2021

Quote Valid Until: 4/8/2021

P.O. Box 3265
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Page 1 of 2

Customer: 70750

Washington City Of
515 E 6th St

Washington, IA 52353

Contact: Nick Pacha

Phone: (319) 653-5220

Fax:

Salesperson: Scott Odendahl

Make: Ford	Model: F250	Year: 2020	Single/Dual:
Cab Type:	Wheelbase: 0	Cab-to-Axle: 56	VIN:

FURNISH AND INSTALL:

1 - TRUCK CRAFT "ARROW" ALUMINUM DUMPING FLATBED. MODEL TC-508

PLATFORM DIMENSIONS: 81"W x 100"L. Deck Height is 9 3/8" above frame height.
T-6 Aluminum Construction.
Three stage telescopic cylinder.
Tapered Cabguard and mounting kit included.
Pre-installed LED marker lights with wiring harness.
Lined stake pockets in rub rail tops-can be omitted.
Tongue-in-groove floor planks are 1/8" thick on top.
Load rating of ARROW is 200 lbs/sf.
Standard 4" aluminum long-sills.

Options included in pricing:

- 6" Tailboard Assembly / 81" w/LED STT & Backup Lights / Bright Diamond Plate Alum.
- 12" Drop Sides w/Tailgate & Corner Bolsters
- One Pair of Mudflaps installed behind rear wheels.
- 2 - Weather Guard 622-0-02 under bed tool boxes with brackets installed in front of rear wheels
- Fuel fill kit for Ram Chassis
- Remove Pick up Box and Trade in
- Install 360 degree strobe on cab guard and wire to upfitter switch
- Install OEM backup camera and certify to latest FMVSS standards

Sub Total:	\$14,688.00
Discount:	
Sales Tax:	\$0.00
Grand Total:	\$14,688.00

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	



JOHN DEERE

Quote Summary

Prepared For:
City Of Washington Parks Dept.
IA

Prepared By:
Daniel Hayes
Sinclair Tractor
2495 Highway 92
Washington, IA 52353
Phone: 319-653-6501
daniel@sinclairtractor.com

Quote Id: 23714497
Created On: 22 February 2021
Last Modified On: 22 February 2021
Expiration Date: 01 March 2021

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE Z970R ZTrak	\$ 12,250.00 X	1 =	\$ 12,250.00
Equipment Total			\$ 12,250.00

Quote Summary

Equipment Total	\$ 12,250.00
SubTotal	\$ 12,250.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,250.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,250.00

Salesperson : X _____

Accepted By : X _____

Confidential



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

April 1, 2021

To: Mayor and City Council

Cc: City Administrator, City Clerk and Engineering Tech

Ref.: Parking Issues

Good Morning:

At the request of Councilor Stigers, the Police Department has monitored and reviewed parking concerns around the area of Lincoln Elementary and specifically in the 300 block of East Jackson.

Based on our review of traffic flow both before and after school, I would propose the following additional NO PARKING zones be added:

1. South 4th Ave on the west side of the street between East Madison and East Monroe between 7:30am and 4pm on school days.
2. East Jackson between South 4th Ave and South 3rd Ave on the north side of the street between 7:30am and 4pm on school days.
3. East Jackson on the south side of the street for a distance of 80 feet west from the center of South 4th Ave at all times.

It is my opinion that these additional restricted parking zones will make the area safer for both pedestrians and motorists during the school day.

It was also requested by Councilor Stigers, Moore and Earnest to review parking on East Van Buren from South 4th Ave to South Ave C.

Councilor Earnest had shared an email and a photo from a citizen with concerns of a neighbor that parks a vehicle in the street that is across the street from the citizen's driveway.

While I can empathize with this citizen's frustration of a vehicle parking near their driveway, the vehicle is legally parked and it is my opinion this would set a dangerous precedence and result in multiple similar requests.

Other than this request/complaint, the Police Department's review of traffic flow and parking concerns along Van Buren in these mentioned areas has not resulted in any concerns. There is already NO PARKING zones on the south side between South Iowa and South 3rd Ave and also an area on the north side just east of South 3rd Ave.

I have attached maps of the area that show both current NO PARKING zones and proposed NO PARKING zones.

Please do not hesitate to contact me if you have any questions or concerns.

Respectfully,

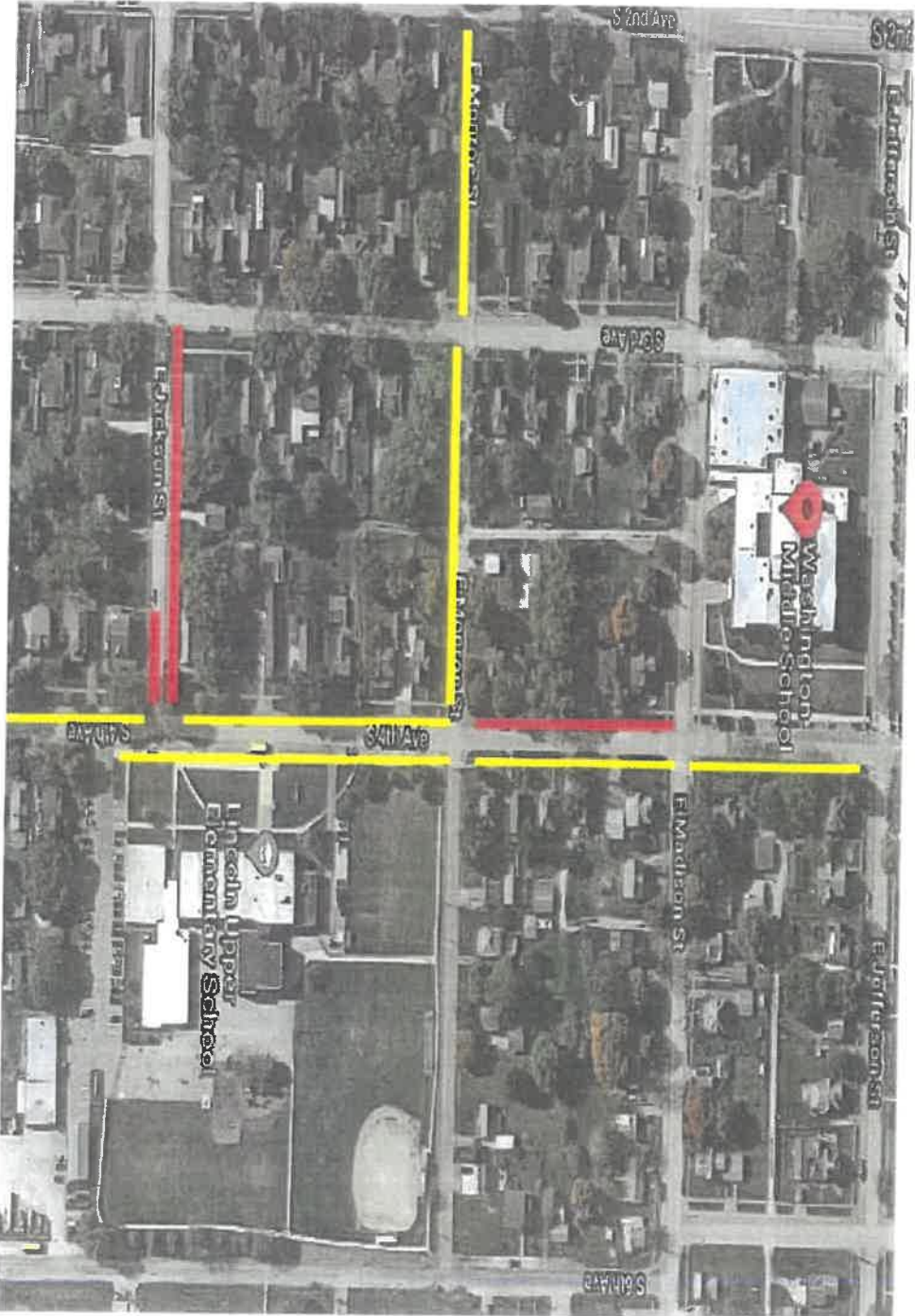


Jim Lester
Chief of Police

 NORTH

 Current
NO
PARKING
ZONE

 PROPOSED
NEW
NO
PARKING
ZONE





NORTH ↑

Current NO PARKING ZONE