



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, December 7, 2021

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, December 7, 2021 to be approved as proposed or amended.

Oaths of Office

Consent:

1. Council Minutes November 16, 2021
2. Bolton & Menk, Washington Airport Fuel System Repair, \$4,850.00
3. Garden & Associates, Water Main Extension Deao Property, \$2,624.84
4. Garden & Associates, South E Avenue Street Reconstruction, \$2,103.56
5. Garden & Associates, Reconstruction of Adams Street, \$5,950.50
6. Garden & Associates, Buchanan Street Paving Project, \$3,163.25
7. Garden & Associates, NLW Subdivision Phase 2, \$1,255.45
8. Iowa Municipalities Workers' Compensation Association, Installment 6 – Work Comp. Premium 21-22, \$6,921.00
9. Kevin Olson, City Attorney November Legal Services, \$1,033.38
10. Midwest Municipal Consulting, LLC, Third Installment, \$4,557.60
11. Sign Design, Completed LED Sign and Electrical Installation, \$9,827.80
12. Stout Carpentry, Partial Payment Request ECICOG Housing Program, 319 East Washington Street, \$4,904.10
13. Main Street Washington, 205 West Main Street, Class B Native Wine Permit, Sunday Sales
14. Department Reports

Claims

- Claims for December 7, 2021

SPECIAL PRESENTATION

- Mayoral Appointment – Historic Preservation Commission – Fred Stark

SPECIAL EVENT REQUESTS

- United Presbyterian Church – Church in the Park 2022

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

PUBLIC HEARING

- Public Hearing on Fiscal Year 2022 Budget Amendment No. 1

NEW BUSINESS

1. Discussion and Consideration of a Resolution Approving Fiscal Year 2022 Budget Amendment No. 1
2. Discussion and Consideration of Resolution of Support of Downtown Housing Grant Program Application (111 North Marion Avenue)
3. Discussion and Consideration of Resolution of Support of Economic Development Authority Grant Application (Wellness Park Lighting)
4. Discussion and Consideration of Resolution Setting Dates of a Consultation and a Public Hearing on a Proposed Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan in the City of Washington, State of Iowa
5. Discussion and Consideration of Services Agreement with Impressions Custom Computers, Inc.
6. Discussion and Consideration of Site Plan Revision for Hospice of Washington County at 948 E. 11th St. (Planning and Zoning Commission recommendation)
7. Discussion and Consideration of Tree Bids
8. Discussion and Consideration of a Resolution Confirming the Appointment of Deanna McCusker as City Administrator and Approving the Employment Agreement
9. Discussion and Consideration of Resolution Adopting Plans, Schedule, and Estimate of Cost Setting Public Hearing on Resolution of Necessity– East Adams Project
10. Discussion and Consideration of Second Reading (and possible Third and Final Reading) of an Ordinance Amending Zoning District Boundaries (980 West 5th, 986 West 5th, and 1005 West 5th from I-2 to B-2 – P&Z Recommendation)

WORKSHOP

- Discussion on Reprecincting Ordinance
- Setting Public Hearing for Reprecincting Ordinance for December 21, 2021
- Discussion and Possible Action on Consideration of Law Enforcement Technology Upgrade

CITY OF WASHINGTON
Council Minutes 11-16-2021

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

On roll call present: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist.

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

Consent:

1. Council Minutes November 2, 2021
2. DeLong Construction Inc., West Buchanan Paving and Reconstruction STBG-SWAP-8140(612)-SG-92, Pay Application No. 1, \$199,682.44
3. ECICOG, Washington/ECIHTF Housing Rehab Program 1115 E. 2nd St., \$1,800.00
4. ECICOG, CDBG Rehab Grant Administration, \$975.00
5. FOX Engineering, 204520A Washington 2020 Sanitary Sewer Extension, \$920.00
6. FOX Engineering, 204521A Old Wastewater Treatment Plant Demolition, \$7,713.00
7. FOX Engineering, 204508A Washington Wastewater Treatment Plant, \$300.00
8. FOX Engineering, 342420B 2021 Water Main Improvements, \$54,322.50
9. Iowa Finance Authority, SRF Loan, Additional Water Treatment Plant Project, Interest & Fee, \$2,090.00
10. Iowa Finance Authority, Wastewater Treatment Plant, Interest, \$38,270.00
11. Iowa Finance Authority, SRF Loan, Water Treatment Plant, Interest & Fee, \$170,175.00
12. Iowa Finance Authority. SRF Loan, Westside Interceptor Project, Interest, \$34,155.00
13. Iowa Grow Inc. Sludge Pumping at Wastewater Treatment Plant, \$32,059.65
14. Iowa Municipalities Workers' Compensation Association, Installment 5 – Work Comp Premium 21-22, \$6,921.00
15. Iowa Municipalities Workers' Compensation Association, 2021-2021 Audit Premium Adjustment, \$448.00
16. Kevin Olson, City Attorney October Legal Services, \$1,370.88
17. Lynch Dallas, P.C., Police Negotiations, \$536.50
18. Lynch Dallas, P.C., Public Works Negotiations, \$129.50
19. UMB, General Obligation Capital Loan Notes Series 2015, \$22,412.50
20. UMB, General Obligation Refunding Bonds Series 2016A, \$12,685.00
21. UMB, General Obligation Refunding Bonds Series 2016B, \$6,056.25
22. UMB, General Obligation Capital Loan Notes Series 2018A, \$31,885.00
23. UMB, LOSST Revenue Bonds Series 2018B, \$26,170.00
24. UMB, Capital Loan Notes Series 2020A, \$44,550.00
25. UMB, Capital Loan Notes Series 2020B, \$4,000.00
26. YMCA of Washington County, City Sports Sponsorship First Half of 2021/2022 Rec Services Fees, \$20,000.00
27. Dodici Inc. - Café Dodici, 120-122 South Iowa Avenue, Class C Liquor License, Sunday Sales, Outdoor Service, Catering (**Renewal**)
28. Hy-Vee Washington Fast and Fresh Express, 520 South Highway 1, Class C Beer Permit, Sunday Sales (**Renewal**)
29. Panda Palace LLC, 100 West Main Street, Class C Liquor License, Sunday Sales (**Renewal**)
30. Department Reports

CITY OF WASHINGTON
Council Minutes 11-16-2021

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29. Panda Palace LLC, 100 West Main Street, Class C Liquor License, Sunday Sales **(Renewal)**
30. Department Reports

31. Iowa Bred, LLC, 331 North 4th Avenue, Class C Liquor License, Sunday Sales, Outdoor Service Area (**Renewal**) (*pending required inspections, and police and fire chiefs' signatures*)

Motion by Youngquist, seconded by Pettit-Majewski, to approve consent items 1-25 and 27-30
Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve consent item 26. Motion carried 4-2, with Gault and Stigers voting no.

Motion by Moore, seconded by Stigers, to approve consent item 31 with required inspections and police and fire chiefs' signatures. Motion carried.

Claims for November 16, 2021 were presented by Finance Director Kelsey Brown.

Motion by Pettit-Majewski, seconded by Youngquist, to approve the claims for November 16, 2021. Motion carried.

Brown presented the October 2021 financial report.

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

Motion by Pettit-Majewski, seconded by Youngquist, to approve the mayoral appointments of Illa Earnest to the Main Street Washington Board, Illa Earnest to the Historic Preservation Commission, and Elaine Moore to the PAWS & More board. Motion carried.

Steve Roth with the Jingle Bell 5k Run presented a special event request for a run in Washington on November 27th. Motion by Pettit-Majewski, seconded by Earnest, to approve the special event request for the Jingle Bell 5k Run on November 27th. Motion carried.

Sonia Leyva and Bethany Glinsmann of Latinos for Washington presented a special event request via Zoom for Latinos for Washington's annual Latino Festival to be held on August 20, 2022, in Central Park. Motion by Gault, seconded by Pettit-Majewski, to approve the special event request for Latino Festival on August 20, 2022. Motion carried.

Presentation from the Public: none.

Motion by Moore, seconded by Pettit-Majewski, to approve a Resolution Adopting a Development Agreement (D.J. Redlinger). Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. (**Resolution 2021-102**)

Motion by Pettit-Majewski, seconded by Gault, 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 2021-103**)

Motion by Youngquist, seconded by Stigers, to approve a Preliminary Resolution for Construction of the East Adams Improvements Project. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. (**Resolution 2021-104**)

Motion by Earnest, seconded by Stigers, to approve a Bond Counsel Engagement Agreement (Rate Reset for Sewer Revenue Capital Loan Notes). Motion carried.

Motion by Youngquist, seconded by Stigers, to approve a Resolution Approving and Authorizing

Amendment to Loan and Disbursement Agreement By and Between the City of Washington, Iowa and the Iowa Finance Authority, and Authorizing and Providing the Reissuance of the Outstanding Principal Amount of the \$16,316,000 Sewer Revenue Capital Loan Note, Series 2011A. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-105)**

Motion by Moore, seconded by Youngquist, to Set a Public Hearing for Budget Amendment for December 7, 2021, at 6 p.m. Motion carried.

Motion by Moore, seconded by Stigers, to approve Updating the Fire Apparatus Driver Job Description. Motion carried.

Motion by Moore, seconded by Pettit-Majewski, to approve a Resolution Approving Preliminary Plat for NLW Phase 2 as recommended by Planning and Zoning Commission. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-106)**

The council went into workshop to discuss the American Rescue Plan Act (ARPA) funding. Mayor Rosien explained that now is a time to learn new ideas as to what they'd like to see done with the funds. Jonathan Ward with Kiwanis AMers requested that some of the funding be used to support a \$300,000 project for a new handicap accessible playground at the Wellness Park that they are raising money for from multiple sources. Parks Director Nick Pacha also spoke in favor of the Wellness Park play structure, and additional restrooms at the Wellness Park that are accessible outside of the ball field fence, and shade structures. Rosien encouraged more public comments on the funding.

Motion by Earnest, seconded by Youngquist, to go into closed session per Iowa Code 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried.

Council enters closed session at 6:47 p.m.

Motion by Pettit-Majewski, seconded by Gault, to end closed session at 7:00 p.m. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried.

Departmental reports were presented.

Motion by Pettit-Majewski, seconded by Gault, that the Regular Session held at 6:00 p.m., Tuesday, November 16, 2021, is adjourned at 7:09 p.m.

Sally Y. Hart, City Clerk



Real People. Real Solutions.

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

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

Vendor # 6705

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

October 29, 2021
Project No: 0T5.125319
Invoice No: 0279058
Client Account: WASHINGT_CI_IA

Washington Airport/Fuel System Repair

Refurbish and Link 2 Existing 10K Gallon Tanks

Design and Construction (001)

Fee

Total Fee	48,500.00		
Percent Complete	10.00	Total Earned	4,850.00
		Previous Fee Billing	0.00
		Current Fee Billing	4,850.00
		Total Fee	4,850.00
		Total this Task	\$4,850.00
		Total this Invoice	\$4,850.00

301-6-6020-6705

~~507-6-2080~~ Initials *KE*

EXP. *Fuel Farm*

Vender # _____ Date Rec. *11-23-2021*

Due Date _____ Inv # _____



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

November 23, 2021
Invoice No: 42601

Project 4021249 Washington - Water Main Extension Deao Property.
Client ID# 20040

Professional Services for the Period: October 22, 2021 to November 18, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	12.50	152.00	1,900.00	
Technician #5	4.50	74.00	333.00	
Totals	17.00		2,233.00	
Total Professional Services				2,233.00

Reimbursable Expenses

Job Costs-Recoverable				
11/4/2021 QUESTCDN.COM			285.00	
Total Reimbursables			285.00	285.00

Unit Billing

Copies-Specs.			48.60	
Mileage			58.24	
Total Units			106.84	106.84

Total Project Invoice Amount \$2,624.84

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



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

November 23, 2021
Invoice No: 42602

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

Professional Services for the Period: October 22, 2021 to November 18, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	13.00	152.00	1,976.00	
Technician #4	1.00	85.00	85.00	
Totals	14.00		2,061.00	
Total Professional Services				2,061.00

Unit Billing

Mileage			42.56	
Total Units			42.56	42.56
		Total Project Invoice Amount		\$2,103.56

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



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

November 23, 2021
Invoice No: 42603

Project 5019061 Washington - Reconstruction of Adams Street.
Client ID# 20040

Professional Services for the Period: October 22, 2021 to November 18, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	14.00	152.00	2,128.00	
Engineer #3	3.00	114.00	342.00	
Surveyor 2	3.75	119.00	446.25	
Technician #1	17.50	113.00	1,977.50	
Technician #2	9.75	97.00	945.75	
Technician #5	1.50	74.00	111.00	
Totals	49.50		5,950.50	
Total Professional Services				5,950.50
			Total Project Invoice Amount	\$5,950.50

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

November 23, 2021
Invoice No: 42604

Project 5020201 Washington - Buchanan Street Paving Project.
Client ID# 20040

Professional Services for the Period: October 22, 2021 to November 18, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	8.00	152.00	1,216.00	
Technician #1	16.25	113.00	1,836.25	
Technician #5	1.50	74.00	111.00	
Totals	25.75		3,163.25	
Total Professional Services				3,163.25
		Total Project Invoice Amount		\$3,163.25

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



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

November 23, 2021
Invoice No: 42605

Project 7021157 Washington - NLW Subdivision - Phase 2
Client ID# 20040

Professional Services for the Period: October 22, 2021 to November 18, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	4.50	152.00	684.00	
Technician #5	2.75	74.00	203.50	
Technician #6	1.00	60.00	60.00	
Totals	8.25		947.50	
Total Professional Services				947.50

Reimburable Expenses

Filing Fee				
11/9/2021 IDNR			100.00	
11/9/2021 IDNR			109.00	
Total Reimbursables			209.00	209.00

Unit Billing

Copies-Specs.			42.00	
Prints-Plans			56.95	
Total Units			98.95	98.95

Total Project Invoice Amount \$1,255.45

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

INVOICE

INV81712

IMWCA
IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
 500 SW 7TH STREET, SUITE 101
 DES MOINES, IA 50309-4506
 PHONE: 800-257-2708

DATE
 12/1/2021

PAGE: 1

Washington, City of
 215 E Washington

Mr No: Member Name:
 0706 Washington, City of

Washington IA 52353

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

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL6	Installment 6 - Work Comp Prem 21-22			6,921.00	\$6,921.00

This invoice is due by January 1, 2022.

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

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

Subtotal	\$6,921.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$6,921.00

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

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

December 2, 2021

Sally Y. Hart, City Clerk
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

For legal services rendered to the City of Washington, Iowa in November, 2021

TOTAL HOURS 10.25 hours (reg)

TOTAL MILES 198 miles

Hourly Rate \$90/hour- Reg
\$75/hour - Court

Mileage Rate \$0.56 per mile

TOTAL INVOICE FOR NOVEMBER, 2021 \$1,033.38



Midwest Municipal Consulting, L.L.C.
 1210 NE 29th Street
 Ankeny, IA 50021

INVOICE

Date	Invoice #
12/3/2021	12321

Bill To
City of Washington
Attn: Sally Hart and Kelsey Brown
Po Box 516
Washington, IA 52353

P.O. No.	Terms	Project
	Net 10	3-Dec

Quantity	Description	Rate	Amount
0	Executive Search Services	11800	\$3,933.33
1	Supplies - Schedules for Interview Day 9/28/21	0.25	\$7.50
1	9/28/21 - Meal at Panda Palace	18.67	\$18.67
1	Advertising - SDML	50	\$50.00
1	Advertising - MOML	90	\$90.00
1	Advertising - LNM	0.550	\$37.95
1	Advertising - IML	45	\$45.00
1	DCI Reports	15.00	\$15.00
1	Supplies - Copies for Apps 2 and Interview Day 2, etc.	206.25	\$206.25
3	A-Check Global Credit Check Fee	6.50	\$19.50
240	11/30/21 Mileage - Interview Day	0.56	\$134.40
Total		\$	\$4,557.60

Thank you for your business!
 Elizabeth A. Hansen

SIGN DESIGN

2361 220th Street
Washington, IA 52353

Invoice

Date	Invoice #
11/16/2021	1675

Bill To
City of Washington 215 East Washington Washington, Iowa 52353

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	TW	11/16/2021			

Quantity	Item Code	Description	Price Each	Amount
1	Sign	Completed LED sign	9,067.00	9,067.00
1	Material	Extra electrical cost as underground conduit was unusable.	760.80	760.80

301-6-6020-6751
ms
11/19/21

Thank you for your business.	Total	\$9,827.80
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MEMORANDUM

DATE: December 1, 2021
TO: Sally Hart & Kelsey Brown, City of Washington
FROM: Mark Culver, Housing Specialist
RE: Contractor Payment Request

Enclosed please find the required paperwork to authorize contractor payment for the house at:
319 E. Washington Street, Washington, IA 52353 (Mondia)

I approve the payment request in the amount of **\$4,904.10**

Please cut a check in the amount of \$4,904.10 and send to the contractor.

Stout Carpentry
414 S. 2nd Ave
Washington, IA 52353

Please forward a copy of the check to me.
Thank you and as always, please let me know if you have any questions.

Mark Culver
Housing Specialist
ECICOG
700 16th St NE Suite 301
Cedar Rapids, IA 52402
319-289-0061

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



Jaron P. Rosien, Mayor
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **Main Street Washington, Inc.**

Business Address: **205 West Main Street**

App #: **App-151173**

Type of License: New: Renewal: **X**

- Beer/Wine Permit: **Class B Native Wine Permit**
- Liquor License:
- Cigarette License:
- Dance Permit:
- Sunday Sales: **X**
- Living Quarters:
- Outdoor Service Area:
- Catering Privilege:

Date of Council Meeting: **December 7, 2021**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off _____ . Date _____ .

Fire: fire inspection done: Yes: **No.**

Fire Chief sign off  _____ . Date **12/2/21**

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



Jaron P. Rosien, Mayor
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **Main Street Washington, Inc.**

Business Address: **205 West Main Street**

App #: **App-151173**

Type of License: New: Renewal: **X**

Beer/Wine Permit: **Class B Native Wine Permit**

Liquor License:

Cigarette License:

Dance Permit:

Sunday Sales: **X**

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **December 7, 2021**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off . Date 12-1-2021

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ . Date _____



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Main Street Washington, Inc	Main Street Washington	(319) 653-3918

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
205 W. Main Street	Washington	Washington	52353

MAILING ADDRESS	CITY	STATE	ZIP
205 W. Main Street	Washington	Iowa	52353

Contact Person

NAME	PHONE	EMAIL
Sarah Grunewaldt	(319) 653-3918	sarah@washingtioniowa.org

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
WBN001275	Class B Native Wine Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 1, 2021	Nov 30, 2022	

SUB-PERMITS

Class B Native Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

**WWTP report
December 7th, 2021
Council meeting**

- **After hour alarm and dog call outs**
11-19-21 Decanter #3 VFD Fault alarm at WWTP 1:35a.m. Jason

- **Dept Head meetings** –I attended the meetings on Nov. 16th, 23rd, Dec, 7th

- **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.

- **Extended yard waste hours-**After six weeks of Wednesday evenings with extended hours being open till 7 p.m. We counted two cars from 4-6p.m., five cars from 5-6p.m. and zero cars from 6-7p.m. For a total of seven cars total with a total of 18 hours over overtime.

- **Ultraviolet Disinfection Equipment-**We removed, cleaned , and stored the UV equipment for the winter months as we not required to disinfect from November 15th to March 15th .

- **Parkside Lift station-** We had a vacuum pump go bad, we had a rebuilt spare we replaced it with.

- **Parker-**Parker recently completed an online CEU class, working towards his next level of certification.

- **Cold weather-**Been preparing our facilities for the upcoming winter season.

**Jason Whisler
12/03/2021 8:00 a.m.**

MAINTENANCE & CONSTRUCTION DEPT. REPORT

10-30-21/11-12-21

STREETS: Personnel continued with the leaf vac (routes will inevitably continue into December). Street sweeping is continuing as well. Personnel cold mixed a few areas. Personnel also cleaned up after a light post had been hit by a semi in the SE corner of Iowa-Main St, a new light pole has been ordered (ETA undetermined). Crews repaired assign post (STOP) located at North Marion Ave-West 15th St that had been struck.

WATER DISTRIBUTION: Personnel repaired a couple water boxes, broken top and broken rod. Personnel installed over 1,700 ft of 12 inch water main, two 12 inch gate valves, one fire hydrant and a couple 45's in the Wellness Park to the north for the extension in which De Long Construction will finish. Personnel shut off numerous water services for snowbirds.

SEWER COLLECTION: Personnel installed a 6 ft piece of 10 inch PVC, two ferncos and a 6 inch tap for a service located at 703 West Adams St.

STORM SEWER COLLECTION: Personnel repaired an object marker sign/post (by storm box) located at North 6th Ave-East 17th St.

MECHANIC/SHOP: Personnel treated bulk fuel tanks, serviced PD 009, CAT end loader (new tires & sold the original tires), #630 Backhoe (tire repair, PD 307 (alternator & batteries), #601 (new batteries & smoke issue-oil burn), K-9 (coolant hose leak), #504 (coolant leak, needs new intake manifold) and PD 306 (to Cappers-for oil leak).

OTHER: Personnel responded to 36 One Call Locates. Yard waste routes continued and will conclude on Wednesday November 24.

*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

11-13-21/11-26-21

STREETS: Personnel continued picking up leaves throughout the town, normally concluding the program at Thanksgiving, we're extending it until about mid December. Street sweeper continued when permitted and also swept loose chips off of seal streets from 2021 totalling 18 tons.

WATER DISTRIBUTION: Personnel had 20 water shut offs for nonpayment. Personnel repaired a water box on South 12th Ave (no water). Also assisted a contractor on South 12th Ave with a hydrant that happened to be in the middle of a driveway.

SEWER COLLECTION: Personnel N/A

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced PD 306 (high temp gauge), 504 (intake manifold), Leaf vac (repair broken leaf spring, replaced both), #601, PD 307 and #105 (new flatbed installed). Assisted

OTHER: Personnel concluded the yard waste and bag pick up. The bag & brush pile was ground before the holiday weekend as we assisted the contractor on that task. Personnel responded to 47 One Call Locates. Personnel attended a safety meeting on CPR & First Aid. Personnel attended a meeting in Altoona for Water Distribution CEU's. Personnel cleared out a fence and treeline in the Wellness Park. Personnel set up barricades and parked a trailer with cones by Central Park for the 5K run and Christmas parade.

*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.

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
DECEMBER 7, 2021**

POLICE	ACE-N-MORE	SUPPLIES	33.99	
	ALLIANT ENERGY	ALLIANT ENERGY	552.28	
	AMAZON CAPITAL SERVICES	SUPPLIES	33.33	
	ARNOLD MOTOR SUPPLY	PARTS	89.56	
	BDH TECHNOLOGY LLC	TECH SERVICE	522.00	
	BROWN SHOE FIT CO	FOOTWARE	170.00	
	CRITICAL HIRE	SEVICES	100.00	
	EMBLEM ENTERPRISES	UNIFORM PATCHES	772.62	
	GALLS LLC	JACKET	55.66	
	GREAT WESTERN SUPPLY CO	JANITORIAL SUPPLIES	96.89	
	IGRAPHIX, INC	SHIPPING	12.25	
	KCTC	TELEPHONE & INTERNET	367.94	
	KIWANIS WASHINGTON AMer's	DUES	85.00	
	MARCO, INC.	COPIERS	433.86	
	MOORE'S BP AMOCO, INC.	TOWING	165.00	
	POLICE LEGAL SCIENCES	LEGAL TRAINING	1,440.00	
	PRO-VISION	STORAGE	30.00	
	QUILL	OFFICE SUPPLIES	121.47	
	SYNNEX FINANCIAL SERVICES	LEASE PMT	604.26	
	VISA-TCM BANK, N.A.	TOOLS, WEDGE, PRINTER PAPE	398.70	
		TOTAL	6,084.81	
	FIRE	ARNOLD MOTOR SUPPLY	PARTS	44.94
		ALLIANT ENERGY	ALLIANT ENERGY	1,242.63
		AMAZON CAPITAL SERVICES	LIGHT BULBS/WALL CALENDAR	36.26
		FELD FIRE	GEAR	4,200.00
GREAT WESTERN SUPPLY CO		GLASS CLEANER	4.72	
KCTC		TELEPHONE & INTERNET	217.24	
MINCER FORD		TRUCK REPAIR	180.77	
RACOM CORPORATION		PAGER SYSTEM REPAIR	2,366.91	
TOYNE INC		SERVICE AND TESTING	2,288.98	
VISA-TCM BANK, N.A.		CLOTHING	125.96	
WASHINGTON LUMBER		QUICK SAW	59.96	
		TOTAL	10,768.37	
EMS		ORNDUFF, CARRIE	DIRECTOR WORKSHOP	308.80
	WAGNER, BILL	SUPPLY REIMBURSEMENT	10.33	
		TOTAL	319.13	
ANIMAL CONTROL	ACE-N-MORE	CLIPS FOR CURTAIN	2.76	
		TOTAL	2.76	
DEVELOPMENT SERV	STRYKER SALES CORPORATION	TRAINER KIT	419.40	
		TOTAL	419.40	
LIBRARY	ALBERT, KIRK	MILEAGE REIMBURSEMENT	70.00	
	BAKER & TAYLOR	LIBRARY MATERIALS	1,427.62	
	BLACKSTONE PUBLISHING	AUDIO BOOKS	167.79	
	HARRIS, JENISA	MILEAGE FOR CONFERENCE	40.54	
	KCTC	CONFERENCEING CAMERA	169.99	
	OVERDRIVE, INC.	LIBRARY MATERIAL & E-BOOKS	561.62	
	VALENTINE, TAMMY	HOMEBOUND REIMB MILEAGE	9.52	
	VISA-TCM BANK, N.A.	POSTAGE, TECH SERV, ZOOM,	164.94	
		TOTAL	2,612.02	
	PARKS	ACE-N-MORE	SUPPLIES	248.29

	ALLIANT ENERGY	ALLIANT ENERGY	1,227.05
	CJ COOPER & ASSOC.	SERVICE	5.00
	HY-VEE	SPRAY PAINT	4.59
	IDALS - PECTICIDE BUREAU	WAGENKNECHT-RENEWAL FEE	20.00
	KCTC	TELEPHONE & INTERNET	331.58
	VISA-TCM BANK, N.A.	POSTAGE, SUPPLIES, TOOLS	546.25
		TOTAL	2,382.76
POOL	ACE-N-MORE	WINTERIZING POOL SUPPLIES	21.00
	ALLIANT ENERGY	ALLIANT ENERGY	75.07
	KCTC	TELEPHONE & INTERNET	85.94
		TOTAL	182.01
CEMETERY	ACE-N-MORE	PARTS	54.69
	ALLIANT ENERGY	ALLIANT ENERGY	181.61
	ARNOLD MOTOR SUPPLY	FILTERS & OIL	679.14
	ATCO INTERNATIONAL	ICE MELT	424.00
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	22.08
	CJ COOPER & ASSOC.	SERVICE	5.00
	KCTC	TELEPHONE & INTERNET	163.24
	VISA-TCM BANK, N.A.	FLAGS, SUPP, FILLER UNIT,H	716.60
		TOTAL	2,246.36
FINANCIAL ADMIN	ACE-N-MORE	ICE MELT	8.59
	ALLIANT ENERGY	ALLIANT ENERGY	986.67
	AMAZON CAPITAL SERVICES	WALL CALENDAR	13.84
	BAKER PAPER & SUPPLY	COPY PAPER	214.86
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	43.80
	CREDIT BUREAU OF WASH	WEEKLY REPORT	150.00
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	DODICI'S SHOP	ADMINISTRATOR SEARCH EXP	456.60
	IGRAPHIX, INC	LABELS	11.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	340.00
	KALONA KOUNTRY KATERING	ADMINISTRATOR SEARCH LUNCH	495.00
	KCII	ADVERTISING	145.98
	KCTC	TELEPHONE & INTERNET	945.51
	PURCHASE POWER	POSTAGE REFILLS FOR MACHIN	1,074.64
	QUILL	SUPPLIES	122.03
	ROSIEN, JARON	MILEAGE REIMBURSEMENT	140.56
	ROTARY CLUB OF WASHINGTON	ROTARY DUES	310.50
	SUMMIT COMPANIES	FIRE SPRINKLER INSPECTION	460.00
	TASC	TASC ADMIN FEE	212.64
	VISA-TCM BANK, N.A.	FEMA TRAINING/SUB RENEWAL	529.51
	WASH CO AUDITOR	ELECTION	4,338.18
	WASH CO RECORDER	DJ REDLINGER RECORDING OF	27.00
	WASH COUNTY MINIBUS	NOV LOST RECON/DEC LOST	64,376.94
	WEDG	CHILDCARE/WORKFORCE STUDY	500.00
		TOTAL	76,058.83
AIRPORT	ALLIANT ENERGY	ALLIANT ENERGY	699.21
	CLOUDBURST 9	INTERNET	72.09
	HORAK INSURANCE CO	INSURANCE	5,159.00
	TITAN AVIATION FUELS	JET FUEL	16,797.10
	WINDSTREAM IOWA COMMUNICATIONS	NOVEMBER SERVICES	187.70
		TOTAL	22,915.10
ROAD USE	ARNOLD MOTOR SUPPLY	MECHANIC SUPPLIES/PARTS	20.85
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	262.00
	CJ COOPER & ASSOC.	SERVICE	30.00
	GILLUND ENTERPRISES	SUPPLIES	168.64
	MID-AM RES. CHEMICAL CORP	CHEMICALS AND SUPPLIES	661.34

	RIVER PRODUCTS	BACKFILL ON ALLEY & HYDRAN	270.07
	WAGENKNECHT, RICK	REIMBURSEMENT FOR APPLICATO	50.00
	WASH CHAMBER OF COMMERCE	ADVERTISING	30.00
		TOTAL	1,492.90
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	11,400.04
		TOTAL	11,400.04
UNIF COMM UR - BRIARWOOD	BRIARWOOD PARTNERS, LLC	TIF REBATE	14,608.48
		TOTAL	14,608.48
SC RES UR	WASHINGTON STATE BANK	WASHINGTON STATE BANK	28,997.84
		TOTAL	28,997.84
DOWNTOWN COMM UR	MARSHALL'S PROPERTIES, LLC	TIF REBATE	2,001.68
		TOTAL	2,001.68
HOUSING REHABILITA	WASH TITLE & GUARANTY CO	TITLE 1212 E 2ND	165.00
		TOTAL	165.00
CAPITAL EQUIPMENT	STEVE MEYER CONSULTING LLC	CONSULTING - AIRPACKS	1,500.00
		TOTAL	1,500.00
CAPITAL PROJECTS	KINGS MATERIAL INC.	MADISON PARK SIGN	520.00
	WASH CO RECORDER	RECORDING BUSINESS PARK	82.00
		TOTAL	602.00
INDUSTRIAL DEVELOP	WEDG	WEDG SHARE- 915 E TYLER	3,638.57
		TOTAL	3,638.57
LIBRARY GIFT	BAKER & TAYLOR	LIBRARY MATERIALS	14.99
	VISA-TCM BANK, N.A.	POSTAGE, TECH SERV, ZOOM,	98.10
		TOTAL	113.09
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	13,783.98
	CUSTOM IMPRESSIONS INC	SAFETY SWEATSHIRTS	351.59
	DAGE, JESSICA	WATER DEPOSIT REFUND	69.74
	FLYING BOYS LLC.	WATER DEPOSIT REFUND	73.05
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	119.00
	JETCO	VFD REPLACEMENT	811.00
	KCTC	TELEPHONE & INTERNET	165.62
	MISCELLANEOUS V SHEETZ, TAYLOR E.	WATER DEPOSIT REFUND	95.95
	PHILLIP, JUSTWEETHA	WATER DEPOSIT REFUND	5.02
	POSTIN, CHRISTOPHER	WATER DEPOSIT REFUND	39.22
	POSTMASTER	BULK MAILING WATER BILLS	953.75
	SCHOONOVER, JON	WATER DEPOSIT REFUND	102.59
	STATE HYGIENIC LAB	TESTING	93.50
	STREFF, ROSE	MILEAGE REIMBURSEMENT	5.60
	VMC MANAGEMENT	WATER DEPOSIT REFUND	114.94
		TOTAL	16,784.55
WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	70.04
	ARNOLD MOTOR SUPPLY	PARTS	35.79
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	22.92
	G & R MILLER CONSTRUCTION	DOZER RENT-PUSH SPOIL @ HW	232.50

KCTC	TELEPHONE & INTERNET	99.81
RIVER PRODUCTS	BACKFILL ON ALLEY & HYDRAN	270.07
USA BLUEBOOK	WATER MAIN PARTS	360.04
VISA-TCM BANK, N.A.	CLOTHING	82.91
	TOTAL	1,174.08

SEWER PLANT

ACE-N-MORE	TIRE GUAGES	5.97
ALLIANT ENERGY	ALLIANT ENERGY	11,942.79
ARNOLD MOTOR SUPPLY	OIL	931.66
BIG STATE INDUSTRIAL SUPPLY	TOOLS FOR TRUCK	359.70
CJ COOPER & ASSOC.	SERVICE	10.00
DETECTION INSTRUMENTS CORPORATION	H2S CALIBRATION FOR METERS	452.35
IGRAPHIX, INC	SHIPPING	14.54
IOWA RURAL WATER ASSOC.	IRWA ANNUAL CONFERENCE	175.00
JETCO	GRIT WASHER MAINTENANCE	2,215.05
STATE HYGIENIC LAB	TESTING	28.00
TESTAMERICA LABORATORIES INC	CERTIFIED TESTING	2,282.44
USA BLUEBOOK	FLAG	71.03
VISA-TCM BANK, N.A.	SUPPLIES , COMPUTER BACKUP	264.74
WASHINGTON RENTAL	SAFETY STRAPS AND OIL	56.67
WINDSTREAM IOWA COMMUNICATIONS	NOVEMBER SERVICES	285.76
	TOTAL	19,095.70

SEWER COLLECTION

ALLIANT ENERGY	ALLIANT ENERGY	764.08
ARNOLD MOTOR SUPPLY	PARTS	248.54
HY-VEE	TRAINING	37.98
KCTC	TELEPHONE & INTERNET	99.81
QUAD CITIES WINWATER	QUAD CITIES WINWATER	3,122.71
	TOTAL	4,273.12

SANITATION

JOHNSON COUNTY REFUSE INC	REFUSE AND RECYCLING/STICKERS	52,645.00
WASH CO HUMANE SOCIETY	NOVEMBER COLLECTIONS	339.67
	TOTAL	52,984.67

TOTAL **282,823.27**



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: United Presbyterian Church

Coordinator: Erin Kaye

Contact Number: 319-461-8765

Email Address: PastorErinKaye@gmail.com

2. **EVENT INFORMATION**

Event Description: Having our church service in the
Central Park

Days/Dates of Event: May 29, 2022, June 26, 2022, July 31, 2022, Aug 28, 2022

Time(s) of Event: (Include Set Up/Tear Down Time) 9 am - 1 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: _____

Use of gators/UTV/ATV on City streets

Use of City Park (specify park: Central Park)
Electrical Needs: Just bandstand

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 :)
Restrooms

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

Yes 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: Erin Kaye

Phone: 319-461-8765

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

Please let us know if current certificate is still on file

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.

Cristin P Kaye
Applicant/Sponsor Signature

10/25/2021
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@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:		
<u>11/1/2021</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
_____		Comments/Restrictions: <i>None</i>		
_____	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: _____

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
WASHINGTON**

Fiscal Year July 1, 2021 - June 30, 2022

The City of WASHINGTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 12/7/2021 06:00 PM

Contact: Kelsey Brown

Phone: (319) 653-6584 ext: 122

Meeting Location: Washington City Council Chambers
215 E. Washington Street
Washington, Iowa 52353

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,777,229	0	3,777,229
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,777,229	0	3,777,229
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	480,417	0	480,417
Other City Taxes	6	1,068,241	0	1,068,241
Licenses & Permits	7	100,375	0	100,375
Use of Money & Property	8	306,915	0	306,915
Intergovernmental	9	4,875,400	1,082,000	5,957,400
Charges for Service	10	5,348,983	0	5,348,983
Special Assessments	11	53,000	0	53,000
Miscellaneous	12	659,952	177,234	837,186
Other Financing Sources	13	0	0	0
Transfers In	14	6,813,793	353,788	7,167,581
Total Revenues & Other Sources	15	23,484,305	1,613,022	25,097,327
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,868,042	107,222	1,975,264
Public Works	17	1,271,365	0	1,271,365
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,050,510	148,120	1,198,630
Community and Economic Development	20	109,061	0	109,061
General Government	21	1,074,002	0	1,074,002
Debt Service	22	1,491,400	0	1,491,400
Capital Projects	23	5,546,169	929,378	6,475,547
Total Government Activities Expenditures	24	12,410,549	1,184,720	13,595,269
Business Type/Enterprise	25	6,377,375	352,788	6,730,163
Total Gov Activities & Business Expenditures	26	18,787,924	1,537,508	20,325,432
Transfers Out	27	6,813,793	353,788	7,167,581
Total Expenditures/Transfers Out	28	25,601,717	1,891,296	27,493,013
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-2,117,412	-278,274	-2,395,686
Beginning Fund Balance July 1, 2021	30	6,460,527	-889,623	5,470,904
Ending Fund Balance June 30, 2022	31	4,343,115	-1,267,897	3,075,218

Explanation of Changes: Amend for carryover capital projects from fiscal year 21 (N 4th Ave Reconstruction, S Ave E Reconstruction) Amend for newly approved capital projects (MSJ Subdivision, Lift station, Wellness Park Water main, and Sanitary Sewer extension. Amending for public safety costs previously approved by council as well as library costs related to an insurance claim. Lastly amending to adjust the beginning fund balance.

*Jaron P. Rosien, Mayor
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

December 1, 2021

To: Mayor & City Council

From: Sally Y. Hart
City Clerk

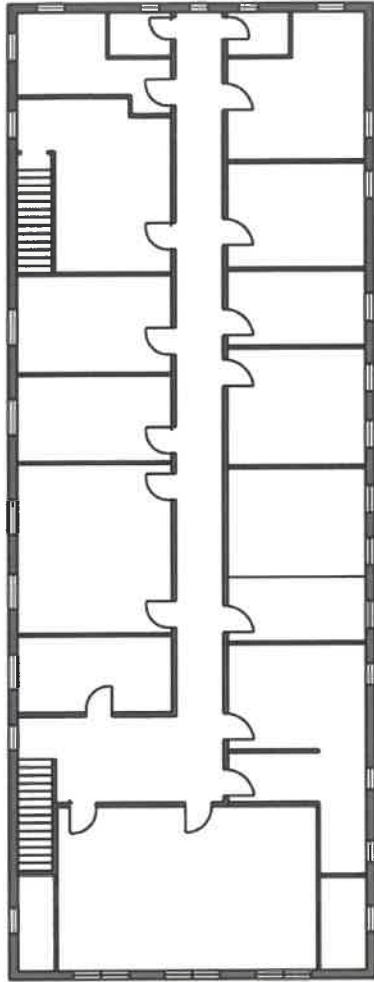
A handwritten signature in blue ink that reads "Sally Y. Hart". The signature is written in a cursive style.

Re: Downtown Housing Grant Application

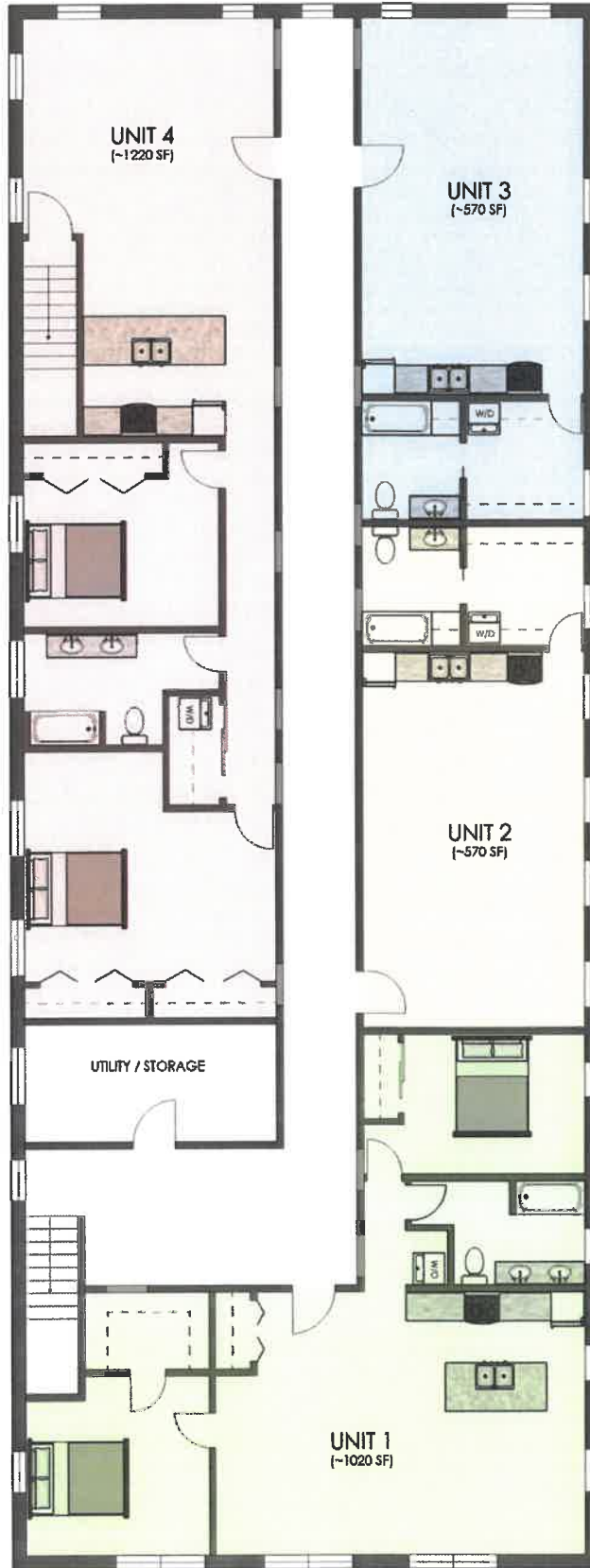
The Iowa Economic Development Authority has a grant program to promote downtown revitalization through new and renovated housing opportunities in communities under 30,000 in population. The aim is to add more upper story housing in existing downtown buildings. The City must be the applicant and eligible projects can receive \$100,000 to \$300,000 for projects with 9 or fewer units. The program looks to be a great fit for adding upper story housing at 111 North Marion Avenue, the Journal building.

The City was approached by DW Developers and Main Street Washington with the grant opportunity. The project is essentially shovel ready and would add four units downtown – two studios and two two-bedrooms. It would be an investment of an estimated \$430,000 to \$450,000 in downtown Washington.

Applications are due January 31, 2022 with grants to be awarded in March of 2022.



Existing



Proposed



RESOLUTION NO. 2021-_____

A RESOLUTION ENDORSING AN APPLICATION FOR DOWNTOWN HOUSING GRANT FUNDS

WHEREAS, the building, located at 111 North Marion Avenue, has a vacant upper level in the downtown district; and

WHEREAS, owners of the building, DW Developments, have expressed interest in pursuing the renovation of this building to add four upper-level apartments; and

WHEREAS, the City may apply for one Downtown Housing Grant from the Iowa Economic Development Authority; and

WHEREAS, DW Developments will provide the required funding match; and

WHEREAS, in order to be eligible to apply for a \$300,000 Iowa Economic Development Authority Downtown Housing Grant, a pre-application must be submitted by January 31, 2022.

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

Section 1. The City Council endorses the submission of an application for grant funds to the Iowa Economic Development Authority in the amount of \$300,000 for the 111 North Marion Avenue redevelopment project.

Section 2. The City Council states its commitment in partnering with DW Developments to work toward the renovation of this building.

PASSED AND APPROVED this 7th day of December, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

*Jaron P. Rosien, Mayor
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

December 3, 2021

To: Mayor & City Council

From: Sally Y. Hart
City Clerk

Re: U.S. Economic Development Administration Travel, Tourism, and Outdoor Recreational Competitive Grant

The U.S. Economic Development Administration has a grant program to promote travel, tourism, and outdoor recreation. The program is to accelerate the recovery of communities specifically in the fields of travel, tourism, and outdoor recreation. In total \$240 million has been earmarked for this program to invest in infrastructure, workforce, or projects to support the recovery and resiliency in the future.

The City was made aware of the grant opportunity by our partners at the YMCA of Washington County. Enhancing the lighting at the Wellness Park to provide more opportunities for outdoor recreation fits the criteria. By adding lighting to the baseball/softball fields, one full-sized soccer field, and the sand volleyball courts Washington would be able to offer games and practices later in the evening. This helps open the schedule to more recreation and can provide more times for games in the evening during summer months, when temperatures are a bit cooler.

The total project is estimated to cost \$605,000 for lighting and installation. We will be requesting a \$460,000 grant. A 20% local match is required.

We have received letters of support from the YMCA and other partner organizations who benefit from the Wellness Park. They demonstrate the regional need to continue to add to the amenities of the park in Washington.

Grant applications are being reviewed as they are received.

EDA: AMERICAN RESCUE PLAN

TRAVEL, TOURISM & OUTDOOR RECREATION

Promoting America's Tourist Communities



Through the **Travel, Tourism & Outdoor Recreation** program, EDA is focused on accelerating the recovery of communities that rely on the travel, tourism and outdoor recreation sectors. \$750 million of EDA's American Rescue Plan funds are allocated to support the following efforts:

- **State Tourism Grants: \$510 million** in non-competitive awards to help states quickly invest in marketing, infrastructure, workforce and other projects to rejuvenate safe leisure, business and international travel.
- **Competitive Grants: \$240 million** to help communities that have been hardest hit by challenges facing the travel, tourism and outdoor recreation sectors to invest in infrastructure, workforce or other projects to support the recovery of the industry and economic resilience of the community in the future.



WHO SHOULD APPLY

State Tourism Grants

Eligible applicants for EDA's Statewide Planning Grants include Governors, the Mayor of DC, and other applicable Territory leaders or their designees. EDA will send these applicants a formal invitation to apply.

Competitive Tourism Grants

Eligible applicants for EDA's Competitive Tourism Grants program include a(n):

- District Organization of an EDA-designated Economic Development District
- Indian Tribe or a consortium of Indian Tribes
- State, county, city, or other political subdivision of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions
- Institution of higher education or a consortium of institutions of higher education
- Public or private non-profit organization or association acting in cooperation with officials of a political subdivision of a State

Individuals or for-profit entities are not eligible.



APPLICATION DEADLINE

State Tourism Grants

- Application due 60 days after receiving invitation

Competitive Tourism Grants

- Suggested Application Submission Date:
March 15, 2022

Applications reviewed on a rolling basis



CONTACTS

- Email your questions about the American Rescue Plan Travel, Tourism & Outdoor Recreation program to TravelandTourism@eda.gov
- Visit www.eda.gov/contact to find contact information for your Economic Development Representative



To learn more about EDA's American Rescue Plan **Travel, Tourism and Outdoor Recreation** program, visit eda.gov/arpa/travel-tourism/.

RESOLUTION NO. 2021-_____

A RESOLUTION ENDORSING AN APPLICATION FOR ECONOMIC DEVELOPMENT ADMINISTRATION TRAVEL, TOURISM, & OUTDOOR RECREATION GRANT FUNDS

WHEREAS, the Wellness Park promotes outdoor recreation and is a regional draw for activities; and

WHEREAS, the Wellness Park facilities would be able to host more baseball, softball, soccer, and sand volleyball games and practices with the addition of lighting; and

WHEREAS, the City may apply for a U.S. Economic Development Administration Travel, Tourism, and Outdoor Recreation Competitive Grant; and

WHEREAS, the City of Washington will provide the required 20% funding match of \$121,000; and

WHEREAS, in order to be eligible to apply for a \$460,000 EDA Travel, Tourism, and Outdoor Recreation Competitive Grant, an application must be submitted by January 31, 2022.

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

Section 1. The City Council endorses the submission of an application for grant funds to the U.S. Economic Development Administration in the amount of \$300,000 for the Wellness Park lighting project.

Section 2. The City Council states its commitment in partnering with local non-profit organizations to increase the regional use of the Wellness Park for outdoor recreational activities.

PASSED AND APPROVED this 7th day of December, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

December 7, 2021

The City Council of the City of Washington, State of Iowa, met in regular session, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 2 TO THE WASHINGTON UNIFIED SOUTH CENTRAL RESIDENTIAL URBAN RENEWAL PLAN IN THE CITY OF WASHINGTON, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION AND
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 2
TO THE WASHINGTON UNIFIED SOUTH CENTRAL
RESIDENTIAL URBAN RENEWAL PLAN IN THE CITY OF
WASHINGTON, STATE OF IOWA

WHEREAS, by Resolution No. 2012-71, adopted September 19, 2012, this City Council approved and adopted an Amendment No. 1 to the Washington Unified South Central Residential Urban Renewal Plan ("Plan" or "Urban Renewal Plan"), which unified two existing residential urban renewal areas and renamed the unified area as the Washington Unified South Central Residential Urban Renewal Area ("Area" or "Urban Renewal Area"), a single unified urban renewal area; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

URBAN RENEWAL AREA #3C

The Unified South Central Urban Renewal Area includes the following properties and is described as follows:

A part of Auditor's Parcel A in Lot 2 of the Auditor's Subdivision of the South Half of the Southwest Quarter of Section 20, Township 75 North, Range 7 West of the Fifth Principal Meridian, Washington County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of Southwest Quarter of said Section 20; thence along the west line of the Southwest Quarter of the Southwest Quarter of said Section 20 a distance of 1335.21 feet to the Southwest Corner of said Section 20; thence South 89 degrees 03 minutes 50 seconds East along the south line of said Section 20 a distance of 33.00 feet to a point on the east line of E Avenue and the Point of Beginning; thence 89 degrees 03 minutes 50 seconds East along the south line of said Section 20 a distance of 880.76 feet to the Southwest Corner of Lot 3 of the Auditor's Subdivision of the South Half of the Southwest Quarter of said Section 20; thence North 00 degrees 20 minutes 18 seconds West along the west line of said Lot 3 a distance of 94.34 feet; thence North 58 degrees 32 minutes 34 seconds West a distance of 300.93 feet; thence northerly a distance of 24.71 feet on a curve concave westerly with a radius of 45.00 feet, a central angle of 31 degrees 27 minutes 26 seconds, a chord bearing of North 15 degrees 43 minutes 43 seconds East, and a chord length of 24.40 feet; thence North a distance of 77.36 feet; thence West a distance of 190.00 feet; thence North a distance of 253.62 feet; thence West a distance of 440.00 feet to a point on the east line of E Avenue; thence South a distance of 591.46 feet along the east line of E Avenue to the Point of Beginning, containing 8.49 acres, more or less.

The area includes the full right-of-way of all streets forming the boundary.

URBAN RENEWAL AREA #3B/D

A part of Auditor's Parcel A in Lot of the Auditor's Subdivision of the South Half of the Southwest Quarter of Section 20, Township 75 North, Range 7 West of the Fifth Principal Meridian, Washington County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of Southwest Quarter of the Southwest Quarter of said Section 20 and the Northwest Corner of Parcel A of said Lot 2; thence South along west line of the Southwest Quarter of the Southwest Quarter of said Section 20 a distance of 33.00 feet; thence South 89 degrees 09 minutes 16 seconds East a distance of 33.00 feet to the Southwest Corner of the intersection of E Avenue and Lincoln Street; thence South 89 degrees 09 minutes 16 seconds East along the south line of Lincoln Street a distance of 1199.94 feet to the most westerly line of Parcel B of Lot 2 of the Auditor's Subdivision of the South Half of the Southwest Quarter of said Section 20 and the Point of Beginning; thence South 20 degrees 02 minutes 32 seconds East along the most westerly line of said Parcel B a distance of 103.43 feet; thence North 89 degrees 44 minutes 51 seconds East along a southerly line of said Parcel B a distance of 62.04 feet; thence South 01 degrees 40 minutes 05 seconds East along a westerly line of said Parcel B a distance of 248.55 feet to the most Southerly corner of said Parcel B; thence South 02 degrees 49 minutes 27 seconds West a distance of 268.17 feet; thence North 87 degrees 10 minutes 33 seconds West a distance of 78.49 feet; thence South 02 degrees 49 minutes 27 seconds West a distance of 60.00 feet; thence South 00 degrees 56 minutes 10 seconds West a distance of 140.11 feet to the north line of Lot 3 of the Auditor's Subdivision of the South Half of the South Half of the Southwest Quarter of said Section 20; thence North 89 degrees 03 minutes 50 seconds West along the north line of said Lot 3 a distance of 300.00 feet; thence North 00 degrees 56 minutes 10 seconds East a distance 150.00 feet; thence North 87 degrees 10 minutes 33 seconds West a distance of 58.28 feet; thence northwesterly a distance of 105.06 feet on a curve concave northeasterly with a radius of 130.00 feet, a central angle of 46 degrees 18 minutes 21 second, a chord bearing of North 64 degrees 01 minute 22 seconds West, a chord length of 102.23 feet; thence North 49 degrees 07 minutes 48 seconds East a distance of 60.00 feet; thence North 40 degrees 52 minutes 12 seconds West a distance of 221.98 feet; thence North 37 degrees 57 minutes 53 seconds West a distance of 182.24 feet; thence northwesterly a distance of 113.81 feet on a curve concave northwesterly with a radius of 470.00 feet, a central angle of 13 degrees 52 minutes 27 seconds, a chord bearing of North 31 degrees 01 minute 40 seconds West, and a chord length 113.53 feet; thence North 24 degrees 05 minutes 26 seconds West a distance of 82.42 feet; thence North 29 degrees 31 minutes 26 seconds East a distance of 107.66 feet; to a point on the south line of Lincoln Street; thence South 89 degrees 09 minutes 16 seconds East along the south line of Lincoln Street a distance of 690.92 feet to the Point of Beginning, containing 11.10 acres more or less.

A part of Auditor's Parcel A in the Lot 2 of the Auditor's Subdivision of the South Half of the Southwest Quarter of Section 20, Township 75 North, Range 7 West of the Fifth Principal Meridian, Washington County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 20 and the Northwest Corner of Parcel A of said Lot 2; thence South along the west line of the Southwest Quarter of the Southwest Quarter of said Section 20 a distance of 33.00 feet; thence South 89 degrees 09 minutes 16 seconds East a distance of 33.00 feet to the southeast corner of the intersection of E Avenue and Lincoln Street; thence South 89 degrees 09 minutes 16 seconds East along the south line of Lincoln Street a distance of 1199.94 feet to the most westerly line of Parcel B of Lot 2 of the Auditor's Subdivision of the South Half of the Southwest Quarter of said Section 20; thence South 20 degrees 02 minutes 32 East along the most westerly line of said Parcel B a distance of 103.43 feet; thence North 89 degrees 44 minutes 51 seconds East along a southerly line of Parcel B a distance of 62.04 feet; thence South 01 degree 40 minutes 05 seconds East along a westerly line of said Parcel B a distance of 248.55 feet to the most Southwesterly Corner of said Parcel B and the Point of Beginning; thence South 68 degrees 31 minutes 54 seconds East along the most southerly line of said Parcel B a distance of 393.46 feet to the westerly line of Wayland Road (W55); thence South 01 degree 40 minutes 24 seconds East along the westerly line of Wayland Road a distance of 327.86 feet to the north line of Lot 3 of the Auditor's Subdivision of the South Half of the Southwest Quarter of said Section 20; thence North 89 degrees 03 minutes 50 seconds West along the north line of said Lot 3 a distance of 472.65 feet; thence North 00 degrees 56 minutes 10 seconds East a distance of 140.11 feet; thence North 02 degrees 49 minutes 27 seconds East a distance of 60.00 feet; thence South 87 degrees 10 minutes 33 seconds East a distance of 78.49 feet; thence North 02 degrees 49 minutes 27 seconds East a distance of 268.17 feet to the Point of Beginning, containing 3.84 acres more or less.

The area includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 1 SUBAREA

Auditor's Parcel K in Lot 1 of the Auditors Subdivision of the South Half of the Southwest Quarter of Section 20, Township 75 North, Rage 7 West of the 5th Principal Meridian, Washington County, Iowa, containing 7.157 acres and being subject to all easements and restrictions of Record.

AND

The North 135 feet of East 440 feet except the east 40 feet thereof of the Northwest Quarter of the Northwest Quarter of Section 29, Township 75 North, Range 7 West of the 5th Principal Meridian, Washington County, Iowa containing 1.239 acres.

AND

A triangular tract, being a portion of Lot 4, in Second Country Club Subdivision in Washington County, Iowa, described as follows:

Commencing at the NW corner of the NE 1/4 of the NW 1/4 of Section 29, Township 75 North, Range 7 West of the 5th P.M., Washington County, Iowa, thence S 89°43'00" E 25 feet, thence Southwesterly to a point which is 25 feet S 0°13'50" E of the point of beginning, thence N 0°13'50" W 25 feet to the point of beginning. Containing 313 square feet more or less.

AND

Commencing at the N.W. corner of the N.E. ¼ of the N.W. ¼ Section 29 T-75N R-7W of the 5th P.M. Washington County, Iowa, thence East 461.00 feet, thence North 40.00 Feet, thence West 501.00 feet, thence South 40.00 feet, thence East 40.00 feet to the point of beginning less established roadway. Containing 18,886 square feet more or less.

Auditor's Parcel K in Lot 1 of the Auditors Subdivision of the South Half of the Southwest Quarter of Section 20, Township 75 North, Range 7 West of the 5th Principal Meridian, Washington County, Iowa, containing 7.157 acres and being subject to all easements and restrictions of Record.

AND

The North 135 feet of East 440 feet except the east 40 feet thereof of the Northwest Quarter of the Northwest Quarter of Section 29, Township 75 North, Range 7 West of the 5th Principal Meridian, Washington County, Iowa containing 1.239 acres.

AND

A triangular tract, being a portion of Lot 4, in Second Country Club Subdivision in Washington County, Iowa, described as follows:

Commencing at the NW corner of the NE 1/4 of the NW 1/4 of Section 29, Township 75 North, Range 7 West of the 5th P.M., Washington County, Iowa, thence S 89°43'00" E 25 feet, thence Southwesterly to a point which is 25 feet S 0°13'50" E of the point of beginning, thence N 0°13'50" W 25 feet to the point of beginning. Containing 313 square feet more or less.

AND

Commencing at the N.W. corner of the N.E. ¼ of the N.W. ¼ Section 29 T-75N R-7W of the 5th P.M. Washington County, Iowa, thence East 461.00 feet, thence North 40.00 Feet, thence West 501.00 feet, thence South 40.00 feet, thence East 40.00

feet to the point of beginning less established roadway. Containing 18,886 square feet more or less.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 2 to the Plan ("Amendment No. 2" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add property to the Urban Renewal Area and to authorize additional urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 2 adds the following land to the Urban Renewal Area:

Prairie Ridge Subdivision

Prairie Ridge Subdivision is a part of Auditor's Parcel L, 4.989 acres, as shown in Plat Book 22, Page 244, In the South Half (S ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) in Lot F of the Auditor's Subdivision of the Southwest Quarter (SW ¼) of Section Sixteen (16), Township Seventy- five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, in the City of Washington; In Washington County, Iowa; subject to easements and restrictions of record. Deed Book 2008 Page 4335 in the office of Washington County Recorder, except Lots One (1) and Two (2) of Auditor's Parcel "L". Prairie Ridge Subdivision is more particularly described as follows:

Beginning at the Southeast corner of said Parcel "L" of SW ¼ of SW ¼ Section 16; thence South 89°07'40" West 328.00 feet along the South line thereof; thence North 01°19'00" East 513.10 feet along the West line of said Parcel "L"; thence North 89°2 2'05" East 133.97 feet along the South line of Lot 2 of Parcel "L"; thence North 01°21'10" East 120.68 feet along the East line of Lot 2 of Parcel "L"; thence North 01°25'05" East 30.01 feet along the East line of Lot 1 of Parcel "L"; thence North 89°25'50" East 193.87 feet along the North line of Parcel "L" to the East line thereof; thence South 01°19'05" West 662.20 feet along said East line to the Point of Beginning, containing 197,141 square feet (4.53 acres).

AND

NLW Subdivision Plat 1

Lot 1 of Lot A in the Subdivision of Outlot 10 of A.W. Chilcote's Outlot Addition to Southeast Washington, Washington County, Iowa. Said Lot 1 of Lot A is more particularly described as follows: Beginning at the Northeast corner of said Lot A of Outlot 10 as shown in Plat Book 4 on Page 511, in the Office of the Washington County Recorder; thence South 01°01'20" East 772.64 feet along the East line thereof to the North right-of-way line of East 772.64 feet along the East line thereof

to the North right-of-way line of East Fillmore Street according to the Acquisition Plat recorded in Book 22 on Page 242; thence South 89°31'55" West 379.00 feet West 379.00 feet along said right-of-way line; thence North 01°01'20" West 771.87 feet to the North line of said Lot A of Outlot 10 of A.W. West 771.87 feet to the North line of said Lot A of Outlot 10 of A.W. Chilcote's Outlot Addition; thence North 89°25'00" East 379.00 feet along said North line to the Point of Beginning. Said Lot 1 of East 379.00 feet along said North line to the Point of Beginning. Said Lot 1 of Lot A contains 6.72 acres.

AND

NLW Subdivision Plat 2

Outlot A of NLW Subdivision – Plat 1, an Addition to the City of Washington, Washington County, Iowa

AND

MSJ Subdivision

The West Twenty feet (20') of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Commencing at the Northwest corner of said NE 1/4 Section 30; thence South 01°07'55" East 487.01 feet along the West line thereof to the Point of Beginning; thence North 84°31'45" East 20.11 feet along the North line of said Auditor's Parcel B to the East line of Nutmeg Avenue as it exists now; thence South 01°06'50" East 404.03 feet along the East line of Nutmeg Avenue; thence South 87°16'50" West 19.87 feet along the South line of said Auditor's Parcel B to the Southwest corner thereof; thence North 01°08'25" West 403.06 feet along the West line of Auditor's Parcel B of the NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.18 acres.

AND

The North 33 feet of the East 368.3 feet of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said Section 30; thence South 01°28'45" East 33.02 feet along the East line of Section 30; thence South 87°21'25" West 368.86 feet along the South line of Nutmeg Avenue; thence North 00°29'40" West 33.03 feet along the West line of said Auditor's Parcel B to the Northline thereof; thence North 87°21'20" East 368.30 feet along the North line of said NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.28 acres.

AND

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said NW 1/ 4 of the NW 1/ 4 Section 29; thence South 00°58'20" East 1062.48 feet along the East line thereof; thence North 82°59'35" West 156.36 feet to the Southeast corner of Auditor's Parcel I of said NW 1/4 of the NW 1/4 Section 29; thence North 11°18'55" East 539.40 feet along the East line of Auditor's Parcel I; thence North 00°58'00" West 379.16 feet along the East line of said Auditor's Parcel I; thence North 01°05'50" West 135.02 feet to the North line of said NW 1/4 of the NW 1/4 Section 29; thence North 89°40'50" East 40.31 feet along the North line to the Point of Beginning, containing 1.69 acres.

AND

Public Right-of-Way

Full road right-of-way of the following streets:

South Iowa Avenue from Lincoln Street to East Polk Street
West Lincoln Street from South E Avenue to South Iowa Avenue
South E Avenue from Nutmeg Avenue to West Lincoln Street
East Tyler Street from South 9th Avenue to South 12th Avenue
South 9th Avenue from East Polk Street to East Tyler Street
East Polk Street from South Iowa Avenue to South 9th Avenue
South 11th Avenue from East Fillmore Street to East Tyler Street
East Fillmore Street from South 11th Avenue to South 12th Avenue
South 12th Avenue from East Fillmore Street to East Adams Street
East Adams Street from South 12th Avenue to South 15th Avenue

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and written permission of the current owners will be obtained; and

WHEREAS, the land proposed to be added to the Area contains property within Washington County, Iowa that is outside, but within two miles, of the corporate limits of the City, and Washington County will execute a Joint Agreement to allow the City to operate within the Area outside the corporate limits of the City and within Washington County; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 2 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 2 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 2 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the December 14, 2021, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, at 10:00 A.M., and the Finance Director, or her delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 2, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF WASHINGTON, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 2 TO THE WASHINGTON UNIFIED SOUTH CENTRAL RESIDENTIAL URBAN RENEWAL PLAN FOR THE CITY OF WASHINGTON, STATE OF IOWA

The City of Washington, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on December 14, 2021, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa concerning a proposed Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan for the Unified South Central Residential Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Finance Director, or her delegate, as the designated representative of the City of Washington, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

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

Dated this _____ day of _____, 2021.

City Clerk, City of Washington, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 2 before the City Council at its meeting which commences at 6:00 P.M. on January 4, 2022, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Southeast Iowa Union, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 2 TO THE WASHINGTON UNIFIED
SOUTH CENTRAL RESIDENTIAL 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 P.M. on January 4, 2022 in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, to consider adoption of a proposed Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan (the "Amendment") concerning the Unified South Central Residential Urban Renewal Area in the City of Washington, State of Iowa.

The Amendment proposes to add certain land to the Urban Renewal Area, legally described as follows:

Prairie Ridge Subdivision

Prairie Ridge Subdivision is a part of Auditor's Parcel L, 4.989 acres, as shown in Plat Book 22, Page 244, In the South Half (S ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) in Lot F of the Auditor's Subdivision of the Southwest Quarter (SW ¼) of Section Sixteen (16), Township Seventy- five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, in the City of Washington; In Washington County, Iowa; subject to easements and restrictions of record. Deed Book 2008 Page 4335 in the office of Washington County Recorder, except Lots One (1) and Two (2) of Auditor's Parcel "L". Prairie Ridge Subdivision is more particularly described as follows:

Beginning at the Southeast corner of said Parcel "L" of SW ¼ of SW ¼ Section 16; thence South 89°07'40" West 328.00 feet along the South line thereof; thence North 01°19'00" East 513.10 feet along the West line of said Parcel "L"; thence North 89°2 2'05" East 133.97 feet along the South line of Lot 2 of Parcel "L"; thence North 01°21'10" East 120.68 feet along the East line of Lot 2 of Parcel "L"; thence North 01°25'05" East 30.01 feet along the East line of Lot 1 of Parcel "L"; thence North 89°25'50" East 193.87 feet along the North line of Parcel "L" to the East line thereof; thence South 01°19'05" West 662.20 feet along said East line to the Point of Beginning, containing 197,141 square feet (4.53 acres).

AND

NLW Subdivision Plat 1

Lot 1 of Lot A in the Subdivision of Outlot 10 of A.W. Chilcote's Outlot Addition to Southeast Washington, Washington County, Iowa. Said Lot 1 of Lot A is more particularly described as follows: Beginning at the Northeast corner of said Lot A of Outlot 10 as shown in Plat Book 4 on Page 511, in the Office of the Washington County Recorder; thence South 01°01'20" East 772.64 feet along the East line thereof to the North right-of-way line of East 772.64 feet along the East line thereof to the North right-of-way line of East Fillmore Street according to the Acquisition Plat recorded in Book 22 on Page 242; thence South 89°31'55" West 379.00 feet West 379.00 feet along said right-of-way line; thence North 01°01'20" West 771.87 feet to the North line of said Lot A of Outlot 10 of A.W. West 771.87 feet to the North line of said Lot A of Outlot 10 of A.W. Chilcote's Outlot

Addition; thence North 89°25'00" East 379.00 feet along said North line to the Point of Beginning. Said Lot 1 of East 379.00 feet along said North line to the Point of Beginning. Said Lot 1 of Lot A contains 6.72 acres.

AND

NLW Subdivision Plat 2

Outlot A of NLW Subdivision – Plat 1, an Addition to the City of Washington, Washington County, Iowa

AND

MSJ Subdivision

The West Twenty feet (20') of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Commencing at the Northwest corner of said NE 1/4 Section 30; thence South 01°07'55" East 487.01 feet along the West line thereof to the Point of Beginning; thence North 84°31'45" East 20.11 feet along the North line of said Auditor's Parcel B to the East line of Nutmeg Avenue as it exists now; thence South 01°06'50" East 404.03 feet along the East line of Nutmeg Avenue; thence South 87°16'50" West 19.87 feet along the South line of said Auditor's Parcel B to the Southwest corner thereof; thence North 01°08'25" West 403.06 feet along the West line of Auditor's Parcel B of the NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.18 acres.

AND

The North 33 feet of the East 368.3 feet of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said Section 30; thence South 01°28'45" East 33.02 feet along the East line of Section 30; thence South 87°21'25" West 368.86 feet along the South line of Nutmeg Avenue; thence North 00°29'40" West 33.03 feet along the West line of said Auditor's Parcel B to the Northline thereof; thence North 87°21'20" East 368.30 feet along the North line of said NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.28 acres.

AND

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said NW 1/4 of the NW 1/4 Section 29; thence South 00°58'20" East 1062.48 feet along the East line thereof; thence North 82°59'35" West 156.36 feet to the Southeast corner of Auditor's Parcel I of said NW 1/4 of the NW 1/4 Section 29; thence North 11°18'55" East 539.40 feet along the East line of Auditor's Parcel I; thence North 00°58'00" West 379.16 feet along the East line of said Auditor's Parcel I; thence North 01°05'50" West 135.02 feet to the North line of said NW 1/4 of the NW 1/4 Section 29;

thence North 89°40'50" East 40.31 feet along the North line to the Point of Beginning, containing 1.69 acres.

AND

Public Right-of-Way

Full road right-of-way of the following streets:

South Iowa Avenue from Lincoln Street to East Polk Street
West Lincoln Street from South E Avenue to South Iowa Avenue
South E Avenue from Nutmeg Avenue to West Lincoln Street
East Tyler Street from South 9th Avenue to South 12th Avenue
South 9th Avenue from East Polk Street to East Tyler Street
East Polk Street from South Iowa Avenue to South 9th Avenue
South 11th Avenue from East Fillmore Street to East Tyler Street
East Fillmore Street from South 11th Avenue to South 12th Avenue
South 12th Avenue from East Fillmore Street to East Adams Street
East Adams Street from South 12th Avenue to South 15th Avenue

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 stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic 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, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects 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. 2 would add property to the Urban Renewal Area and authorize additional urban renewal projects to be undertaken within the Urban Renewal Area.

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, Code of Iowa.

Dated this _____ day of _____, 2021.

City Clerk, City of Washington, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 2, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 2 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7th day of December, 2021.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

AMENDMENT NO. 2

to the

**WASHINGTON UNIFIED SOUTH CENTRAL
RESIDENTIAL
URBAN RENEWAL PLAN**

for the

**UNIFIED SOUTH CENTRAL RESIDENTIAL
URBAN RENEWAL AREA**

CITY OF WASHINGTON, IOWA

**Washington Urban Renewal
Area #3C – 1999**

**Merged Washington Urban Renewal Area
Area #3B/D– 2008**

**Amendment #1 to Unified Plan – 2012
Amendment #2 to Unified Plan – 2021**

**AMENDMENT #2 TO THE
WASHINGTON UNIFIED SOUTH CENTRAL RESIDENTIAL
URBAN RENEWAL PLAN
FOR THE
UNIFIED SOUTH CENTRAL RESIDENTIAL URBAN RENEWAL AREA**

City of Washington, Iowa

INTRODUCTION AND HISTORY

The Washington Unified South Central Residential Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) was adopted in 2012 by the adoption of Amendment No. 1 to the Washington Unified South Central Residential Urban Renewal Plan (“Amendment No. 1”), which unified two existing residential urban renewal areas and renamed the unified area as the Washington Unified South Central Residential Urban Renewal Area (“Area” or “Urban Renewal Area”).

The Urban Renewal Plan is being further amended by the adoption of this Amendment No. 2 to the Plan (“Amendment” or “Amendment No. 2”) to add property to the Urban Renewal Area and authorize additional urban renewal projects to be undertaken within the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the Urban Renewal Plan, as previously amended and set forth in Amendment No. 1, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsection of the Plan not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

DESIGNATION OF URBAN RENEWAL AREA

The Area, as amended, continues to be designated as an economic development area appropriate for the promotion of public improvements related to housing and residential development.

DESCRIPTION OF URBAN RENEWAL AREA

The land included in the residential urban renewal areas unified by Amendment No. 1 (Washington Urban Renewal Area #3C - 1999 (also called Timber Ridge Subdivision Phase 2) and Merged Washington Urban Renewal Area #3B/D- 2008 (merged 3B and 3D Timber Ridge Phase 3)), the property added to the Urban Renewal Area by Amendment No. 1, and the land added to the Urban Renewal Area by this Amendment No. 2 may be referred to as the different subareas of the Urban Renewal Area.

The land being added to the Urban Renewal Area by this Amendment may be referred to as the "Amendment No. 2 Subarea." The legal description of the Amendment No. 2 Subarea is attached hereto as Exhibit A. A map of the entire Urban Renewal Area, as amended, and identifying the Amendment No. 2 Subarea, is attached as Exhibit B.

BASE VALUES

The base value for the purposes of Tax Increment Financing (“TIF”) of the property in the Amendment No. 2 Subarea shall be the assessed value as of January 1 of the calendar year preceding the year in which the property is added to the applicable TIF ordinance. It may be that the multiple TIF ordinances are adopted for the properties within the Amendment No. 2 Subarea, such that base values may vary among the properties in the Amendment No. 2 Subarea. Nothing in this Amendment otherwise affects other already established frozen base values for any other subarea of the Urban Renewal Area.

Unless the affected taxing entities agree to extend the time period of collection of incremental tax revenues, consistent with Iowa Code Section 403.22, the collection of incremental property tax revenues or the “division of revenue,” under Iowa Code Section 403.19, from the property added to the Urban Renewal Area by this Amendment, which is included in an ordinance which designates that property as a tax increment area (a “TIF Ordinance”) and is designated based on an economic development finding to provide or to assist in the provision of public improvements related to housing and residential development, is limited to ten (10) fiscal years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds following the inclusion of the property in a TIF Ordinance.

DEVELOPMENT PLAN

The Urban Renewal Plan, as amended, and this Amendment are in conformity with the City’s Comprehensive Plan, adopted July 2012, which is the City’s general plan for the development of the City as a whole.

This Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth herein.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, as amended, and this Amendment. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

RESIDENTIAL DEVELOPMENT

The City’s objective for the Urban Renewal Area, as amended, is to promote new housing and residential development. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses. Providing incentives and assistance for residential development may ease the cost of extending necessary infrastructure and other factors that can make residential development risky and less profitable than other types of development.

When a city utilizes tax increment financing to support residential development (such support is limited to reimbursement of “public improvement” costs, as defined by Iowa law), a percentage of the incremental revenues (or other revenues) generated by the development must be used to provide assistance to low and moderate income (LMI) families. LMI families are those whose incomes do not exceed 80% of the median Washington County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the amount of incremental revenues (or other revenues) to be provided for low and moderate income family housing in the community shall be either equal to or greater than the percentage of the original project costs (i.e., the amount of TIF funds used to reimburse infrastructure costs serving the housing development in the Area) that is equal to the percentage of LMI families living in Washington County. That percentage is currently 39.65%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

1. Providing that at least 39.65% of the units constructed in the Urban Renewal Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
2. Setting aside an amount equal to or greater than 39.65% of the project costs to be used for LMI housing activities anywhere in the City; or
3. Ensuring that 39.65% of the houses constructed within the Urban Renewal Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for LMI family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECTS

Numerous urban renewal projects have previously been approved and are continuing. Such projects are not listed in this Amendment but may consist of a variety of urban renewal projects. This Amendment does not alter the description of those previously approved projects

ELIGIBLE URBAN RENEWAL PROJECTS
(AMENDMENT NO. 2)

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment No. 2 include:

1. Public Improvements

Project Description	Estimated Project Timeframe	Estimated Cost to be Paid with Tax Increment	Rationale for Project
NLW Subdivision Infrastructure (2 nd Phase) – water, sewer, wastewater, streets, and related infrastructure	2022-2025	\$800,000	Extension of necessary infrastructure to support new residential development
Sewer Boring in MSJ Subdivision	2022-2025	\$250,000	Extension of necessary infrastructure to support new residential development
	Total:	\$1,050,000	

2. Development Agreements

- A. *MSJ Subdivision Development Agreement:* The City expects to consider a development agreement with for developer of the MSJ Subdivision for the construction approximately 41 housing units and the public infrastructure improvements to support the development of those housing units within the Urban Renewal Area. The development agreement would provide detailed terms and conditions under which the City may make annual grant payments to the Developer in the amount of 100% of the Tax Increment generated by construction of the housing units remaining after any LMI assistance obligations have been satisfied for up to fifteen (15) fiscal years. The total amount of the grants is not to exceed the lesser of the amount calculated under the applicable formula during the 15 fiscal years, \$910,000, or the actual costs incurred by the Developer in constructing the public infrastructure improvements.

3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to Exceed \$15,000

FINANCIAL DATA

1.	July 1, 2021 constitutional debt limit:	\$21,775,088
2.	Current outstanding general obligation debt:	\$12,310,064
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 2) has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 2 are estimates only and will be incurred and spent over a number of years. In no event will the City's constitution debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 2) as described above will be approximately as indicated in the adjacent column:	\$1,975,000 (This amount does not include costs related to financing which may be incurred over the life of the Area.)

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area, as amended, and for other urban renewal projects or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of the Plan.

JOINT AGREEMENT

In accordance with Iowa Code Section 403.17(4), a City may exercise urban renewal powers with respect to property which is located outside but within two miles of the boundary of a City if the City obtains the consent of the County within which such property is located. A Joint Agreement has been executed by the City of Washington and Washington County, which gives the City permission to add land that is outside the city limits to the Area through this Amendment No. 2. A copy of such Joint Agreement is attached hereto as Exhibit C. The original signed Joint Agreement is on file at City Hall.

AGREEMENT TO ADD AGRICULTURAL LAND

Because some of the land being added to the Urban Renewal Area by this Amendment contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the City has obtained consent from the landowners of the real property defined as “agricultural land” to allow the City to add the real property in the Urban Renewal Area. Copies of the agreements are attached as Exhibit D. The original signed agreements are on file at the City Clerk’s office.

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan may be further amended from time to time for a number of reasons, including, but not limited to, to add or remove property included in the Area, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to add, update, or

confirm urban renewal projects. The City Council may amend the Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

EFFECTIVE PERIOD

This Amendment No. 2 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code. Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan, as previously amended.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

EXHIBIT A
AMENDMENT NO. 2 SUBAREA
(Land added to Urban Renewal Area by Amendment No. 2)

Prairie Ridge Subdivision

Prairie Ridge Subdivision is a part of Auditor's Parcel L, 4.989 acres, as shown in Plat Book 22, Page 244, In the South Half (S ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) in Lot F of the Auditor's Subdivision of the Southwest Quarter (SW ¼) of Section Sixteen (16), Township Seventy- five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, in the City of Washington; In Washington County, Iowa; subject to easements and restrictions of record. Deed Book 2008 Page 4335 in the office of Washington County Recorder, except Lots One (1) and Two (2) of Auditor's Parcel "L". Prairie Ridge Subdivision is more particularly described as follows:

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AND

NLW Subdivision Plat 2

Outlot A of NLW Subdivison – Plat 1, an Addition to the City of Washington, Washington County, Iowa

AND

MSJ Subdivision

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AND

The North 33 feet of the East 368.3 feet of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said Section 30; thence South 01°28'45" East 33.02 feet along the East line of Section 30; thence South 87°21'25" West 368.86 feet along the South line of Nutmeg Avenue; thence North 00°29'40" West 33.03 feet along the West line of said Auditor's Parcel B to the Northline thereof; thence North 87°21'20" East 368.30 feet along the North line of said NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.28 acres.

AND

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said NW 1/4 of the NW 1/4 Section 29; thence South 00°58'20" East 1062.48 feet along the East line thereof; thence North 82°59'35" West 156.36 feet to the Southeast corner of Auditor's Parcel I of said NW 1/4 of the NW 1/4 Section 29; thence North 11°18'55" East 539.40 feet along the East line of Auditor's Parcel I; thence North 00°58'00" West 379.16 feet along the East line of said Auditor's Parcel I; thence North 01°05'50" West 135.02 feet to the North line of said NW 1/4 of the NW 1/4 Section 29; thence North 89°40'50" East 40.31 feet along the North line to the Point of Beginning, containing 1.69 acres.

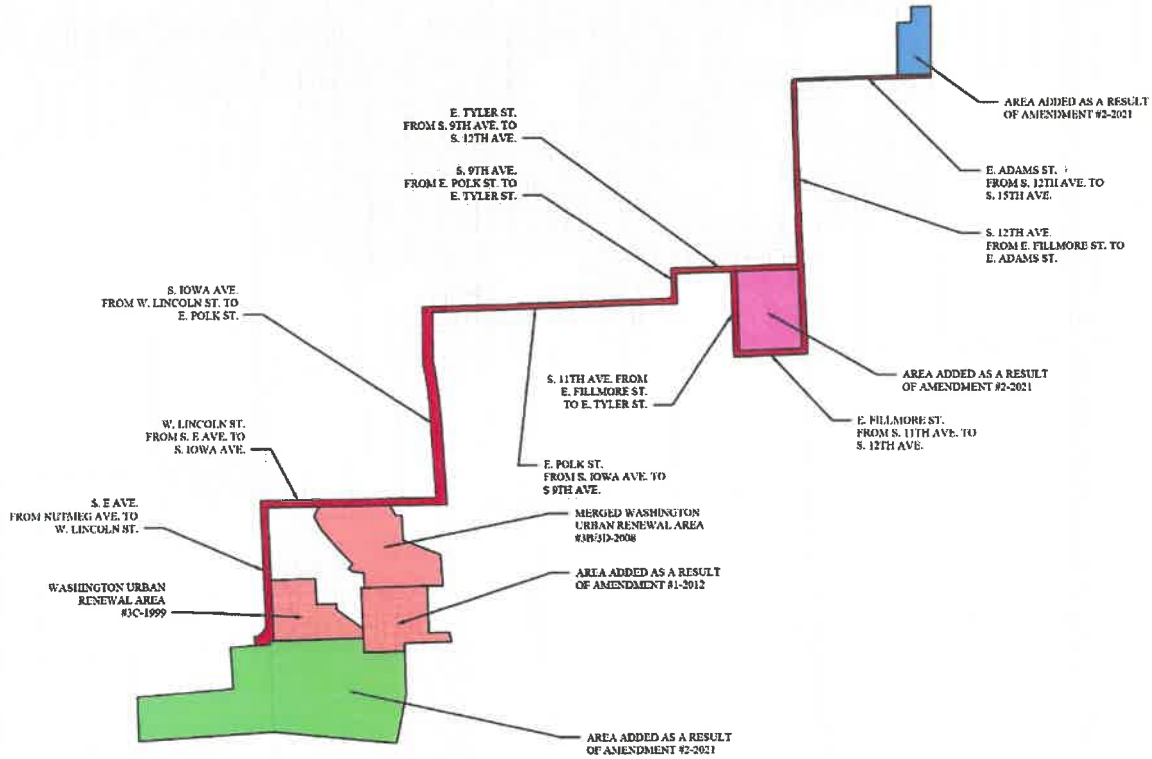
AND

Public Right-of-Way

Full road right-of-way of the following streets:

South Iowa Avenue from Lincoln Street to East Polk Street
West Lincoln Street from South E Avenue to South Iowa Avenue
South E Avenue from Nutmeg Avenue to West Lincoln Street
East Tyler Street from South 9th Avenue to South 12th Avenue
South 9th Avenue from East Polk Street to East Tyler Street
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South 12th Avenue from East Fillmore Street to East Adams Street
East Adams Street from South 12th Avenue to South 15th Avenue

**EXHIBIT B
MAP OF URBAN RENEWAL AREA, AS AMENDED
(Showing Amendment No. 2 Subarea)**



Note: Amendment No. 2 Subarea includes the green, pink, and purple areas, as well as street right-of-way shown in dark red.

EXHIBIT C
JOINT CITY/COUNTY AGREEMENT

WHEREAS, the City of Washington, Iowa (the “City”) has established the Washington Unified South Central Residential Urban Renewal Area (the “Urban Renewal Area”), within Washington County, Iowa (the “County”); and

WHEREAS, the City proposes to amend the Urban Renewal Area by the adoption of an Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan to include property that is outside, but within two miles of, its corporate boundaries within the Urban Renewal Area for the purpose of engaging in proposed urban renewal projects in the Urban Renewal Area; and

WHEREAS, the City Council has reviewed the Urban Renewal Plan for said Urban Renewal Area, and has determined that the proposed Urban Renewal Area and completion of the eligible projects described therein are in the best interests of the City; and

WHEREAS, Iowa Code Section 403.17(4) requires the City to obtain consent of the County to include property that is outside, but within two miles of, the City’s corporate limits in the Urban Renewal Area before the City can proceed with the Amendment No. 2.

NOW THEREFORE, WASHINGTON COUNTY, STATE OF IOWA AND THE CITY OF WASHINGTON, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Washington County, State of Iowa hereby agrees, authorizes, and consents for the City of Washington, State of Iowa, to amend the Urban Renewal Area to include property that is outside, but within two miles of, the City’s corporate limits, as described in Amendment No. 2.

2. This “joint agreement” is intended to meet the county consent requirements of Iowa Code Chapter 403.17(4) with respect to the City’s “area of operation” with respect to the land located outside, but within two miles of, the City’s corporate limits that is proposed to be added to the Urban Renewal Area.

3. This Joint Agreement has been duly authorized by the governing bodies of Washington County, State of Iowa and the City of Washington, State of Iowa.

[Remainder of page intentionally left black; Signature pages follow]

PASSED AND APPROVED this _____ day of _____, 20____.

WASHINGTON COUNTY, STATE OF IOWA

Chairperson, Board of Supervisors

ATTEST:

Auditor

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 20____, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Washington County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for the State of Iowa

PASSED AND APPROVED this _____ day of _____, 20____.

CITY OF WASHINGTON, STATE OF IOWA

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 20____, before me a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Washington, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

**AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE
WASHINGTON UNIFIED SOUTH CENTRAL RESIDENTIAL
URBAN RENEWAL AREA**

WHEREAS, the City of Washington, Iowa, (the "City") has proposed to include property in the Washington Unified South Central Residential Urban Renewal Area (the "Urban Renewal Area") by the adoption of Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan, pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, certain property which is owned by the Agricultural Land Owner listed below has been proposed to be included in the Urban Renewal Area; and

WHEREAS, Section 403.17(10), Code of Iowa, provides that no property may be included in an urban renewal area which meets the definition of "agricultural land" in Section 403.17(3), Code of Iowa, until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property proposed to be included in the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3).

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property proposed to be added to the Urban Renewal Area.

2. The Agricultural Land Owner hereby agrees that the City of Washington, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.

3. The Agricultural Land Owner further authorizes the governing body of the City of Washington, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403, Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this _____ day of _____, 20____.

Name of Agricultural Land Owner: _____
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: _____

Date: _____

Print Name: _____

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

I, the undersigned City Clerk of the City of Washington, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Washington, State of Iowa

(SEAL)

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 2 TO THE WASHINGTON UNIFIED
SOUTH CENTRAL RESIDENTIAL 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 P.M. on January 4, 2022 in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, to consider adoption of a proposed Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan (the "Amendment") concerning the Unified South Central Residential Urban Renewal Area in the City of Washington, State of Iowa.

The Amendment proposes to add certain land to the Urban Renewal Area, legally described as follows:

Prairie Ridge Subdivision

Prairie Ridge Subdivision is a part of Auditor's Parcel L, 4.989 acres, as shown in Plat Book 22, Page 244, In the South Half (S ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) in Lot F of the Auditor's Subdivision of the Southwest Quarter (SW ¼) of Section Sixteen (16), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, in the City of Washington; In Washington County, Iowa; subject to easements and restrictions of record. Deed Book 2008 Page 4335 in the office of Washington County Recorder, except Lots One (1) and Two (2) of Auditor's Parcel "L". Prairie Ridge Subdivision is more particularly described as follows:

Beginning at the Southeast corner of said Parcel "L" of SW ¼ of SW ¼ Section 16; thence South 89°07'40" West 328.00 feet along the South line thereof; thence North 01°19'00" East 513.10 feet along the West line of said Parcel "L"; thence North 89°2 2'05" East 133.97 feet along the South line of Lot 2 of Parcel "L"; thence North 01°21'10" East 120.68 feet along the East line of Lot 2 of Parcel "L"; thence North 01°25'05" East 30.01 feet along the East line of Lot 1 of Parcel "L"; thence North 89°25'50" East 193.87 feet along the North line of Parcel "L" to the East line thereof; thence South 01°19'05" West 662.20 feet along said East line to the Point of Beginning, containing 197,141 square feet (4.53 acres).

AND

NLW Subdivision Plat 1

Lot 1 of Lot A in the Subdivision of Outlot 10 of A.W. Chilcote's Outlot Addition to Southeast Washington, Washington County, Iowa. Said Lot 1 of Lot A is more particularly described as follows: Beginning at the Northeast corner of said Lot A of Outlot 10 as shown in Plat Book 4 on Page 511, in the Office of the Washington County Recorder; thence South 01°01'20" East 772.64 feet along the East line thereof to the North right-of-way line of East 772.64 feet along the East line thereof to the North right-of-way line of East Fillmore Street according to the Acquisition Plat recorded in Book 22 on Page 242; thence South 89°31'55" West 379.00 feet West 379.00 feet along said right-of-way line; thence North 01°01'20" West 771.87 feet to the North line of said Lot A of Outlot 10 of A.W. West 771.87 feet to the North line of said Lot A of Outlot 10 of A.W. Chilcote's Outlot

Addition; thence North 89°25'00" East 379.00 feet along said North line to the Point of Beginning. Said Lot 1 of East 379.00 feet along said North line to the Point of Beginning. Said Lot 1 of Lot A contains 6.72 acres.

AND

NLW Subdivision Plat 2

Outlot A of NLW Subdivision – Plat 1, an Addition to the City of Washington, Washington County, Iowa

AND

MSJ Subdivision

The West Twenty feet (20') of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Commencing at the Northwest corner of said NE 1/4 Section 30; thence South 01°07'55" East 487.01 feet along the West line thereof to the Point of Beginning; thence North 84°31'45" East 20.11 feet along the North line of said Auditor's Parcel B to the East line of Nutmeg Avenue as it exists now; thence South 01°06'50" East 404.03 feet along the East line of Nutmeg Avenue; thence South 87°16'50" West 19.87 feet along the South line of said Auditor's Parcel B to the Southwest corner thereof; thence North 01°08'25" West 403.06 feet along the West line of Auditor's Parcel B of the NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.18 acres.

AND

The North 33 feet of the East 368.3 feet of Auditor's Parcel B of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Thirty (30), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said Section 30; thence South 01°28'45" East 33.02 feet along the East line of Section 30; thence South 87°21'25" West 368.86 feet along the South line of Nutmeg Avenue; thence North 00°29'40" West 33.03 feet along the West line of said Auditor's Parcel B to the Northline thereof; thence North 87°21'20" East 368.30 feet along the North line of said NE 1/4 of the NE 1/4 Section 30 to the Point of Beginning, containing 0.28 acres.

AND

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and more particularly described as follows: Beginning at the Northeast corner of said NW 1/4 of the NW 1/4 Section 29; thence South 00°58'20" East 1062.48 feet along the East line thereof; thence North 82°59'35" West 156.36 feet to the Southeast corner of Auditor's Parcel I of said NW 1/4 of the NW 1/4 Section 29; thence North 11°18'55" East 539.40 feet along the East line of Auditor's Parcel I; thence North 00°58'00" West 379.16 feet along the East line of said Auditor's Parcel I; thence North 01°05'50" West 135.02 feet to the North line of said NW 1/4 of the NW 1/4 Section 29;

thence North 89°40'50" East 40.31 feet along the North line to the Point of Beginning, containing 1.69 acres.

AND

Public Right-of-Way

Full road right-of-way of the following streets:

South Iowa Avenue from Lincoln Street to East Polk Street
West Lincoln Street from South E Avenue to South Iowa Avenue
South E Avenue from Nutmeg Avenue to West Lincoln Street
East Tyler Street from South 9th Avenue to South 12th Avenue
South 9th Avenue from East Polk Street to East Tyler Street
East Polk Street from South Iowa Avenue to South 9th Avenue
South 11th Avenue from East Fillmore Street to East Tyler Street
East Fillmore Street from South 11th Avenue to South 12th Avenue
South 12th Avenue from East Fillmore Street to East Adams Street
East Adams Street from South 12th Avenue to South 15th Avenue

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 stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic 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, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects 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. 2 would add property to the Urban Renewal Area and authorize additional urban renewal projects to be undertaken within the Urban Renewal Area.

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, Code of Iowa.

Dated this _____ day of _____, 2021.

City Clerk, City of Washington, State of Iowa

(End of Notice)

01967761-1\11307-063

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF WASHINGTON, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 2 TO THE WASHINGTON UNIFIED SOUTH CENTRAL RESIDENTIAL URBAN RENEWAL PLAN FOR THE CITY OF WASHINGTON, STATE OF IOWA

The City of Washington, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on December 14, 2021, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa concerning a proposed Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan for the Unified South Central Residential Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Finance Director, or her delegate, as the designated representative of the City of Washington, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

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

Dated this _____ day of _____, 2021.

City Clerk, City of Washington, State of Iowa

(End of Notice)

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

November 23, 2021

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

From: Kelsey Brown
Finance Director

Re: Agreement with Impressions Custom Computers

This is the annual agreement we have with Impressions Custom Computers for IT services. They are keeping the same fees as last year : \$2,000 per year for a retainer plus an hourly rate of \$80 for service. They do a great job for us. I recommend approval of the agreement.

AGREEMENT TO PROVIDE SERVICES

This Agreement is entered into by and between **Impressions Custom Computers, Inc.**, located at 108 W. Main, Suite B, Washington, IA 52353-0927, hereinafter referred to as **Impressions**, and **City of Washington (Water & Engineer Departments)**, located at Washington, Iowa, hereinafter referred to as **Client**, for the purpose of enabling **Impressions** to provide services to the **Client**.

1. TERM AND TERMINATION.

1.1 Term/Extension. This Agreement is effective beginning the _____ day of _____, 20__ and terminates on the _____ day of _____, 20__. This Agreement will automatically be renewed on an annual basis unless written termination is received according to the Terms of paragraph 1.2. Continuation of this Agreement shall be subject to such extensions after the initial term as the parties may agree.

1.2 Termination. **Client** may not cancel this Agreement during the initial term unless, after having notified **Impressions** of a material breach of this Agreement, that breach is not cured within thirty days from the date that the written notice of breach was mailed or delivered.

Either party may cancel this agreement after the initial term with sixty days prior written notice; however, termination by the **Client** shall not create the right to a refund of any service fees previously paid or payable, except in the event **Impressions** is unable to provide the contracted services stated herein.

2. SCOPE OF SERVICES.

2.1 The scope of the services shall be as set forth in the attached Addendum.

2.2 The scope of the services shall not be expanded by conduct, acquiescence, or verbal understandings, but shall only be legally valid and enforceable if contained in writing and executed by both parties.

2.3 **Impressions** shall have no duty to perform or continue to perform any services defined by this paragraph unless payments are fully and timely made pursuant to paragraph 6 of this Agreement.

3. DUTIES OF THE CLIENT.

3.1 Cooperation. The **Client** shall cooperate in all regards with **Impressions** and its employees and agents to effectuate the purposes of this Agreement.

3.2 Title Matters. **Impressions** at all times maintains title to all its equipment, tools, manuals and other tangibles. **Impressions** shall be construed as passing title on any tangible items only when accompanied by a duly authorized and executed Bill of Sale.

4. LIMITATIONS AND DISCLAIMERS OF WARRANTY.

4.1 Limited Warranty and Remedies.

4.1a **Impressions** will perform its services in a prompt, workmanlike manner. In no event shall **Impressions** be liable to the **Client** or any other person or entity for any damage or cost directly or indirectly arising out of improper work unless due to the negligence of **Impressions**. Even if **Impressions** is notified of the possibility of any damages, the liability of **Impressions**, if any, for damages related to any allegedly defective product or service shall under any legal theory be limited to the actual price paid for such item and shall in no event include incidental or consequential commercial damages of any kind, including without limitation, loss of business or anticipatory profits.

4.1b **Impressions** does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided under this Agreement. **Impressions** makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. **Impressions** assumes no responsibility for any damages suffered by **Client**, including, but not limited to, loss of data from delays, nondeliveries, misdeliveries, or service interruption caused by **Impressions** own negligence or **Client**'s errors and/or omissions.

4.2 UCC Warranties Do Not Apply. Because this transaction is predominantly for the provision of services and since the sale of goods, if any, is merely incidental, **Impressions** and the **Client** agree that the Uniform Commercial Code does not apply.

5. GENERAL.

5.1 Non-Solicitation of Employees. Neither party shall solicit for employment, directly or indirectly, any employees from the other party for the period of this Agreement, and for 2 years after this Agreement ends. Nor shall either party assist any competitor of the other party in the solicitation or employment of any current employee or any of its related entities.

5.2 Trade Secrets. Neither party shall divulge or reveal to any of the other parties' competitor or its related entities its knowledge of methodology or trade secrets.

5.3 Insurance. The parties shall each be responsible for assessing their own need for, and ability to maintain, property, casualty and liability insurance and shall obtain such insurance covering their risks as they each sees fit. The parties agree not to make any claims against the other for any property loss, whether or not insured, and shall require their insurers, if any, to waive any rights of subrogation against the others for any such loss.

5.4 Scope. The scope of this service agreement shall not be expanded by either conduct, acquiescence, or verbal understandings, but shall only be legally valid and enforceable if contained in writing executed by both parties.

5.5 Non-Waiver. Waiver by **Impressions** of strict adherence with any particular of this contract does not waive its rights to performance or remedy for breach of performance of that particular or any other cause of this Agreement unless specifically modified in writing.

5.6 Modification. This Agreement may be modified only in writing signed by duly authorized persons for both parties.

5.7 Notification. All notices given by any party or required under this Agreement shall be in writing and addressed to the relevant party(ies) as follows:

Impressions Custom Computers, Inc.
108 W. Main, Suite B
Washington, IA 52353-0927

Client: City of Washington (Water & Engineer Dept.)
Washington, Iowa

5.8 Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties and supercedes all proposals oral or written, and all other communications between the parties related to the subject matter hereof. All previous agreements or understandings, whether written, oral or implied, are merged into this Agreement.

5.9 Governing Law and Arbitration. Any dispute arising out of this Agreement shall be governed by the laws of the State of Iowa. Any such disputes created herein, whether in tort or contract, shall be adjudicated pursuant to the terms of the Iowa Arbitration Act.

6. **TERMS AND CONDITIONS.**

6.1 **Impressions** will receive compensation for its services based upon the proposal as attached as an addendum to this Agreement.

6.2 Unpaid fees plus expenses shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is greater, compounded monthly. In the event of nonpayment of the **Client** for a period of more than 30 days, the **Client** shall be obliged to pay any reasonable court costs and attorney fees necessary to collect such sums as charged by **Impressions**.

6.3 The **Client** agrees to pay for expenses incurred at the request of the **Client**.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date set forth below.

Client: _____ **Impressions Custom Computers, Inc.**
By: _____ By: _____
Title _____ Title _____
Date _____ Date _____

ADDENDUM A

Services Being Provided by Impressions:

Our staff will take preemptive action to keep your IT system running smoothly. Installing security patches and service packs for operating system software is included, as is management of antiviral software and monitoring of backup procedures.

Impressions will suggest to you parts replacements, hardware modifications, or upgrades and computing procedural changes that prove effective, based on either our experience or research, in avoiding downtime or resisting mischief from viruses, hackers, or electronic sabotage.

Impressions will act on your behalf as a virtual IT department in consultations with specialized software vendors including digital information suppliers, Internet service providers, and application code sources.

Client: _____	Impressions Custom Computers, Inc.
By: _____	By: _____
Title _____	Title _____
Date _____	Date _____

ADDENDUM B

Client: _____ **Impressions Custom Computers, Inc.**

By: _____ **By:** _____

Title _____ **Title** _____

Date _____ **Date** _____

Compensation for Services:

\$2000 per year and a hourly rate of \$80



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: 11/10/2021
Re: Site Plan Revision for Hospice of Washington County

Issue

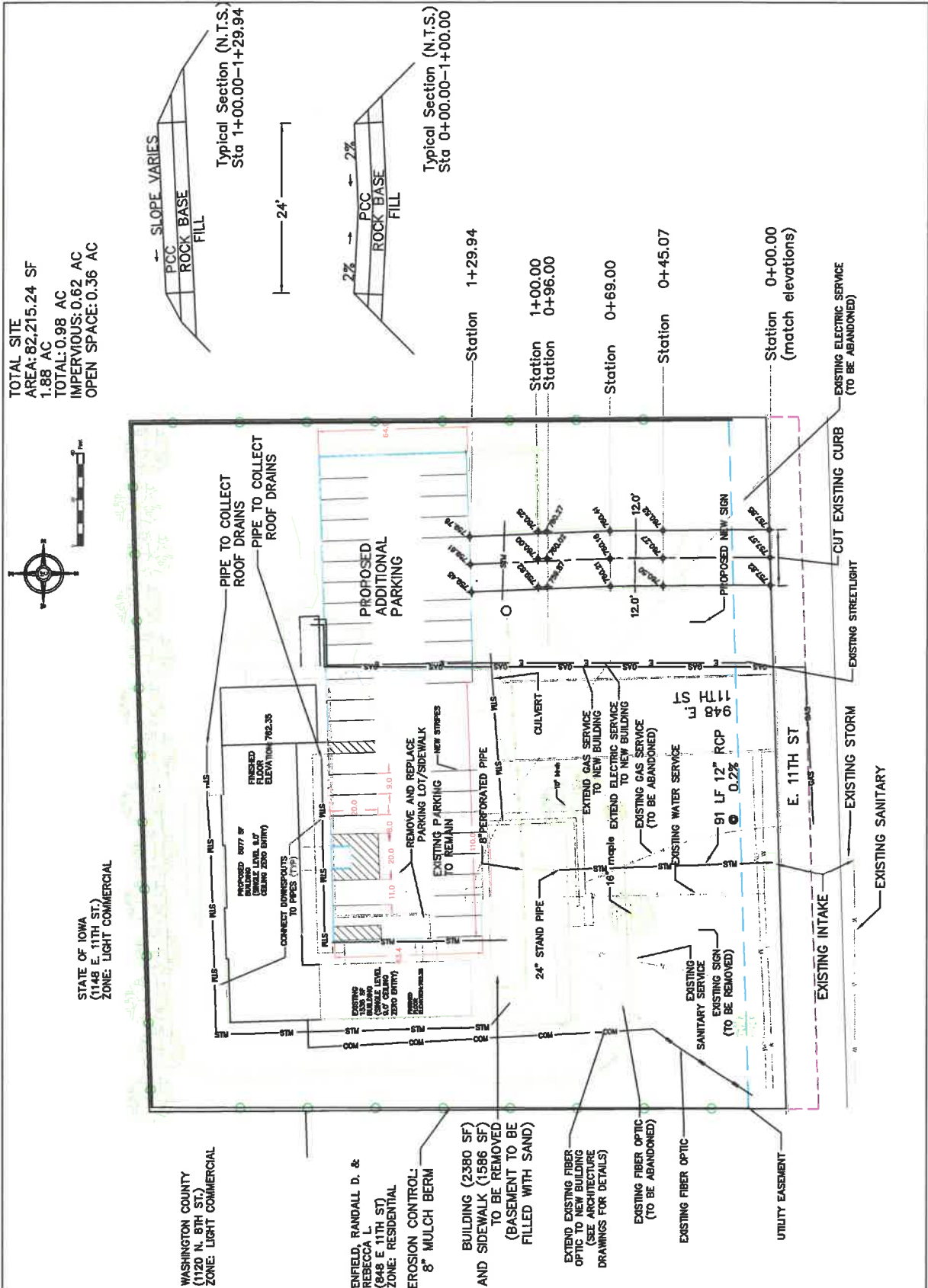
Review and consider the Site Plan Revision for Hospice of Washington County at 948 E. 11th St.

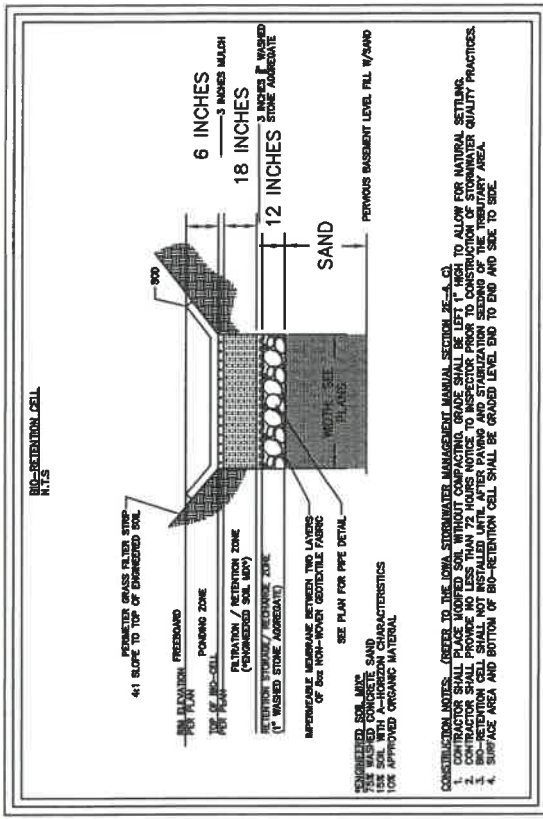
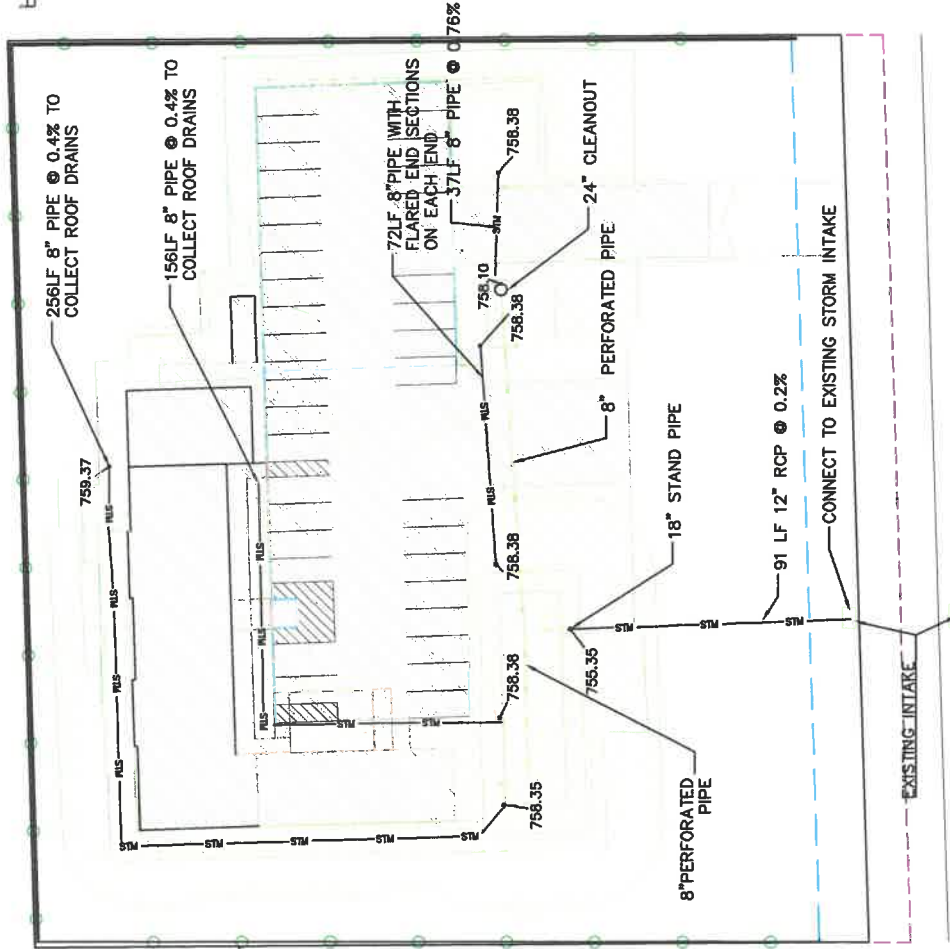
Background

Hospice of Washington County requested a revision to their site plan that was previously approved by P&Z to modify the parking lot and the addition of an additional entrance to the parking from the street creating better traffic flow in and out of the center. On Tuesday, November 9, 2021, the City of Washington's Planning and Zoning Commission met to review and discuss the site plan.

Recommendation

The City of Washington's Planning and Zoning Commission recommends that the City of Washington's City Council approve the Site Plan Revision for Hospice of Washington County at 948 E. 11th St.



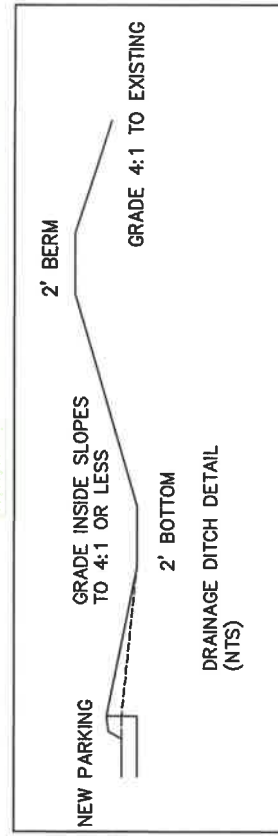


POST DEVELOPMENT FOR
948 E 11TH ST.

IMPERVIOUS AREA:
CN: 98 (PARKING LOT W/ CURB)
A: 25,501 SQ FT 0.59 ACRES

PERVIOUS AREA*:
CN: 95 (COMMERCIAL AND BUSINESS AREAS
SOIL TYPE D)
A: 17,587 SQ FT 0.40 ACRES

* Includes 1610 Sq. Ft.
of BioCell



REVISIONS	DESCRIPTION	DATE	BY	CHK	SCALE	FILED NO.
1	AS SHOWN	04/27/2008	JK	AP	AS	5



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

Memo

To: City Council
From: Jeff Duwa, Don Pfeiffer
Date: 12/2/2021
Re: Tree Bid # 3

After collecting a list of dangerous trees and coordination with Don Pfeiffer to inspect, we have concluded on November 12, 2021, the need to remove 6 hazardous trees and 7 stumps within the city right of way. We will have 2 trees to be trimmed as well.

We recommend that the City Council accept the bid from Iowa River Tree Service, Inc. for \$7100.00 for this group of trees.

Find attached a spread sheet of all the bids for this round of tree removal. If you have any questions or concerns, give me a call or email and I will try and answer your questions.

This will be the last bid that goes out for fiscal year 21 and we will continue to address hazardous trees as they come our way. I would like to thank all the Don for taking time to inspect and give feedback into this project.

Jeff Duwa
Building and Zoning Official

TREE BID #3			
Iowa River Tree Service		\$7,100.00	
Brown		\$7,450.00	

RESOLUTION NO. 2021-__

**A RESOLUTION CONFIRMING THE APPOINTMENT OF
DEANNA MCCUSKER AS CITY ADMINISTRATOR**

WHEREAS, on July 20, 2021 in Resolution 2021-070, the City Council authorized the creation of a City Administrator Search Committee to work with a consultant and oversee the process of hiring a new City Administrator to fill the position being vacated by Brent Hinson on August 6, 2021; and

WHEREAS, said committee has conducted a thorough hiring process with search consultant Elizabeth Hansen, staff and community leader interview panels, and closed session of council to interview candidates; and

WHEREAS, the consultant Hansen has negotiated a contract with Deanna McCusker of Cascade, Iowa to be the next City Administrator, subject to confirmation by the Council.

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

Section 1. The Council confirms the appointment of McCusker as the City Administrator of the City of Washington, under the general terms outlined in the attached offer letter.

Section 2. The Council hereby approves the aforementioned employment agreement between McCusker and the City.

PASSED AND APPROVED this 7th day of December, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 7th day of December, 2021, by and between the City of Washington, Washington County, Iowa, (hereinafter referred to as "Employer") and Deanna McCusker, an individual and resident of the State of Iowa (hereinafter referred to as "Employee"), both whom agree as follows:

WHEREAS, the Employer desires to retain the services of the Employee as City Administrator of Washington, Iowa, and

WHEREAS, it is the desire of the Employer to (1) offer inducement to Employee in an effort to secure her employment and to induce her to remain in such employment in the future; (2) establish the job duties and responsibilities of the Employee; and (3) provide a means for terminating Employee's services when either the Employee or the Employer may desire to terminate the Employer-Employee relationship; and

WHEREAS, the parties acknowledge that The City Administrator is a member of the International City/County Management Association ("ICMA") and in that City Administrator is subject to the ICMA code of ethics; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) **Employment and Duties.** The Employee understands that he will serve as City Administrator of the City of Washington, Washington County, Iowa, at the pleasure of the Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to determine that Employee shall no longer serve as City Administrator, subject only to the provisions set forth in this Agreement. The Employee shall perform those duties outlined in the Washington City Code Chapter entitled "City Administrator" and such additional duties as may be assigned by the City Council. The Employee shall devote her full time and talents to the best of her ability to advance the best interests of the City of Washington, Washington County, Iowa. It is understood that the Employee will normally work at least forty (40) hours per week, exclusive of scheduled Council meetings and other evening meetings where her presence is required. It is also recognized that the Employee must devote a substantial amount of time outside the normal office hours to the business of the Employer, and to that end, Employee may vary her schedule accordingly, with approval of the Mayor. The Employer shall furnish the Employee all equipment, material and staff necessary for the efficient performance of the official duties as City Administrator.

2) **Term.**

(A) This Agreement is it an agreement for an indefinite term of employment, subject; however, to the limitations, notices, requirements, payments and matters here and after setting forth in Sections 3 and 4.

(B) Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the Council to terminate the services of City

Administrator at any time, subject only to the provision set forth in Sections 3 and 4 of this Agreement.

(C) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the same issue to resign at any time from his/ her position with the City, subject only to the provision set forth in section 4 of this agreement.

3) **Suspension and Termination.** The City may suspend or terminate City Administrator at any time during the term of this Agreement. The termination may occur without cause or for cause. For the purposes of this Agreement, cause includes, but is not limited to the following:

(A) Conviction of an illegal act involving personal gain to the Employee;

(B) Failure to adhere to the standards outlined in the City's Employee Handbook;

(C) Gross inefficiency or incompetence in office that is not corrected after reasonable notice by the City Council. In the event that the City Council believes that the Employee is operating with gross inefficiency or incompetence, the City Council shall first give the Employee a written corrective action plan and a timeline to take corrective action prior to termination for gross inefficiency or incompetence.

4) **Termination and Severance Pay.** Nothing shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer; subject only to the provisions set forth in this Agreement.

(A) In the event Employee voluntarily resigns her position with Employer during an Agreement term, the Employee shall give the Employer sixty (60) days' notice in advance, unless the parties otherwise agree.

(B) **Termination Without Cause.** In the event the Employee's employment is terminated by Employer without cause, Employer shall pay Employee a severance payment equal to four (4) months of her current base salary payable on the next scheduled payroll date. Employee's entitlement to this severance payment is conditioned upon Employee's acceptance and, where applicable, non-revocation of a release of any and all claims, known or unknown, Employee may have against Employers, its officers, employees, directors, elected officials, successors, agents, and/or assigns. In the event the Employer wishes to terminate the Agreement without just cause, it may do so by giving the Employee thirty (30) days' written notice. In such event, the Employee, if requested by Employer, shall continue to render her services and shall be paid her regular compensation up to the date of termination.

(C) Termination for Cause. Nothing in this Agreement shall limit the Employer's right to terminate Employee for cause.

5) **Salary.** Employer agrees to pay Employee for services rendered, an annual base salary of One Hundred Five Thousand Dollars (\$105,000.00) for the current fiscal year and an additional Five Thousand for a total of One Hundred Ten Thousand Dollars (\$110,000.00) at the employee's six month review, upon a favorable performance evaluation. The Employer shall not, at any time during the term of this Agreement, reduce the salary or other benefits of the Employee, except for an across-the-board reduction for that applies to all department directors.

In the event the Employer reduces the salary or any other financial benefit of the Employee, in a greater percentage than an applicable across-the-board reduction for all department directors, such action shall be regarded as a termination of this agreement at the option of the Employee. Additionally, if there are any changes in the form of government for any reason that result in the elimination or reduction of the Employee position, it shall be regarded as a termination without cause, and the Employee will have the option of either remaining in an alternate similar position, if available, at the same rate of compensation, or accepting severance pursuant to the severance provisions in this Agreement.

6) **Review.** Employer agrees to review and evaluate Employee's job performance after six months from commencement of this position and each year annually thereafter. The Agreement shall automatically continue the same terms and conditions as set forth in this Agreement, including without limitation the termination provisions hereof, including any increase in salary.

7) **Benefits.** Employee shall be entitled to those benefits set forth below:

(A) **Health and Life Insurance.** The Employer will provide Employee with the same insurance benefits available to other Employer employees.

(B) **Automobile.** The Employer will provide an automobile allowance of \$3,600.00 per year to the Employee, payable thru bi-weekly payroll for local City business.

(C) **Professional Dues, Travel Expenses and Subscriptions.** Employer shall budget and pay for professional dues and subscriptions necessary for Employee's national, regional, state, and local memberships in various associations and organizations which are necessary and desirable for her continued professional participation and growth for the good of the Employer. The Employer agrees to budget and pay reasonable living expenses for the Employee for professional and official travel, meetings and occasions, to adequately continue her professional development and to pursue necessary official functions for the City, including without limitation, the ICMA Annual Conference, the Iowa League of Cities, and other similar national, regional, state and local government organizations and committee on which the Employee serves as a member.

(D) Holidays, Vacation, Sick and Other Leaves. Employee is considered to be on-call twenty-four (24) hours a day; however, unless her services are needed, the Employee shall not be required to work on those days which have been designated as holidays or other leaves of absence available to other Employer employees as designated in the Employee Handbook.

The Employee will be permitted an exception to the Washington Employee Handbook pertaining to the vacation leave accrual as follows:

As an inducement to the City Administrator for her to become the City Administrator, upon the execution of this Agreement, City Administrator shall be credited with three weeks or 120 hours of vacation leave. Thereafter, City Administrator shall accrue, and have credited to her personal account, vacation leave at the same rate as other general employees of the city.

Management/Supervisory Employees: Management/supervisory personnel who are exempt from the Federal Fair Labor Standards Act are not entitled to overtime compensation. However, such employees shall annually receive twenty-four (24) hours of compensatory time from the City.

(E) Retirement. The Employee and Employer shall participate and contribute in the usual and customary monetary amounts into the State of Iowa Public Retirement Systems (IPERS) or at Employee's option, the equivalent percent in the ICMA-RC 457 deferred compensation Program. Current rates are 9.44% from the Employer and 6.29% from the Employee.

(F) Moving and Relocation Expenses. The Employer agrees to reimburse Employee a lump sum payment up to Three Thousand Five Hundred Dollars (\$3,500) for any relocation and moving expenses, storage costs, insurance charges, and any other miscellaneous expenses incurred with respect to moving to Washington, including packing materials and direct costs associated with the sale of the Employee's existing personal residence, including real estate agent fees and other closing costs directly associated with the sale of the property. Said reimbursement shall be made within thirty (30) days after receipt of an invoice for the same. The Employee is required to become a resident of Washington within six months unless the parties agree otherwise.

(G) Transitional housing allowance. The employer shall pay employee a transitional housing allowance of \$750 per month for up to three months. The employee shall exert her best effort to sell or otherwise transfer and convey her present residence in cascade, Iowa as soon as possible. This allowance shall terminate upon the sale of her residence or three months payments by the employer, whichever is sooner.

(H) Cellular Phone. The Employer will supply a mobile phone for City use or the Employer will provide a cellular phone allowance of \$16.15 per pay period payable thru bi-weekly payroll for local City business, or the Employer can port over her phone line to the City plan.

8) **Miscellaneous.** If any provision or any portion thereof contained in the Agreement, or portion thereof, shall be deemed unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and Clerk of the Employer of Washington, Iowa have executed this Agreement on behalf of the Employer and approved by the Washington City Council on the 7th day of December 2021.

CITY OF WASHINGTON

By _____
Jaron Rosien, Mayor

Attest:

Sally Hart, City Clerk

EMPLOYEE

Deanna McCusker

Deanna McCusker

*Jaron P. Rosien, Mayor
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

December 3, 2021

To: Mayor & City Council

From: Sally Y. Hart
City Clerk

Sally Y. Hart

Re: 2022 East Adams Improvement Project

Council approved the Preliminary Resolution for Construction of the East Adams Improvement Project on November 16th. This improvement project is estimated to cost \$1.34 million

It is now time to consider the Resolution Adopting Plans, Schedule, and Estimate of Cost Setting Public Hearing on Resolution of Necessity for the project. The special assessment process for this project will follow the attached schedule proposed by Engineer Jack Pope which has the construction set to be completed by November 2022. The schedule includes the publication of notice of hearing and letters being sent out by certified mail this week to the 22 affected property owners if approved by council. The public hearing and adoption of Resolution of Necessity would be placed on the January 4th agenda.

Adams Street Project
Preliminary Schedule of Activities (as of 10/28/21)

- **November 16, 2021:** Preliminary Resolution
- **By November 30, 2021:** Preliminary plans and estimated costs are made available
- **By November 30, 2021:** Schedule of assessments prepared by engineer
- **December 7, 2021:** Council adopts plat, schedule and estimate of cost
- **December 7, 2021:** Council sets hearing on Resolution of Necessity and orders publication
- **December 8, 2021:** Publication of notice of hearing and letters are sent by certified mail to affected property owners
- **January 4, 2022:** Public hearing and adoption of Resolution of Necessity (requires $\frac{3}{4}$ vote)
- **January 4, 2022:** Council approves resolution ordering preparation of detailed plans, specs, form of contract and estimate of cost and authorizing Notice of Hearing & Letting
- **January 11, 2022:** City Clerk files certified Resolution of Necessity, plat and schedule with County Treasurer
- **January 18, 2022:** Council holds hearing on plans, specs, form of contract and estimate of cost and adopts resolution approving the same
- **February 8, 2022:** Bid Opening
- **February 15, 2022:** Council reviews bids and approves resolution awarding contract & authorizes Mayor & Clerk to sign contracts & bonds
- **April 1, 2022:** Start of construction
- **November 18, 2022:** Construction completed
- **November 25, 2022:** Engineer files certificate of final completion
- **December 6, 2022:** Council approves resolution accepting public improvements and determines amount to be assessed
- **By December 31, 2022:** Engineer files final assessment schedule
- **January 3, 2023:** Council adopts schedule, levy assessment and orders notice to be provided to affected property owners
- **By January 6, 2023:** Publication of notice of final schedule of assessments and mailing to affected property owners
- **February 9, 2023:** Deadline for owners to pay assessments without interest applied

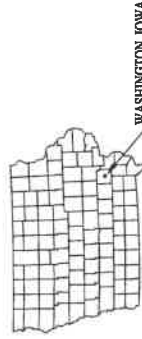
EAST ADAMS STREET RECONSTRUCTION WASHINGTON, IOWA

2022

Notations and construction shall be in accordance with the ILLINOIS Standard Specifications, 2022 Edition, plus current Departmental Specifications and Special Provisions.

SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	LEGEND, GENERAL NOTES AND LOCATION MAP
B.01	TYPICAL SECTIONS AND DETAILS
C.01	PROJECT TABULATIONS AND QUANTITIES
D.01 - D.02	EXISTING CONDITIONS AND REMOVALS
D.03 - D.07	PLAN AND PROFILE SHEETS
J.01	TEMPORARY TRAFFIC CONTROL
L.01 - L.03	INTERSECTION DETAILS
M.01 - M.03	STORM SEWER PLAN AND PROFILE
S.01 - S.02	SIDEWALK RAMP DETAILS
SW.01 - SW.02	WATER MAIN PLAN
W.01 - W.05	CROSS SECTIONS
27	TOTAL SHEETS

PRELIMINARY
NOT FOR CONSTRUCTION



WASHINGTON, IOWA



I hereby certify that the engineering documents were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.
 Date: 12/31/2021
 License No.: 17716
 All drawings covered by this seal.



GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS
 3701 2nd Avenue East, Suite 1
 506 Wyoming Ave.
 Cedar Rapids, Iowa 52401
 563.243.4000 Phone
 563.243.4118 Fax
 563.243.4005
 563.243.2535
 563.243.2535
 800.491.2524 Iowa Toll Free
 email@gardenassociates.com

**EAST ADAMS STREET
RECONSTRUCTION
WASHINGTON, IOWA**
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SHEET TITLE
TITLE SHEET

SCALE
NO SCALE

DRAWN BY
KJR

APPROVED BY
JP

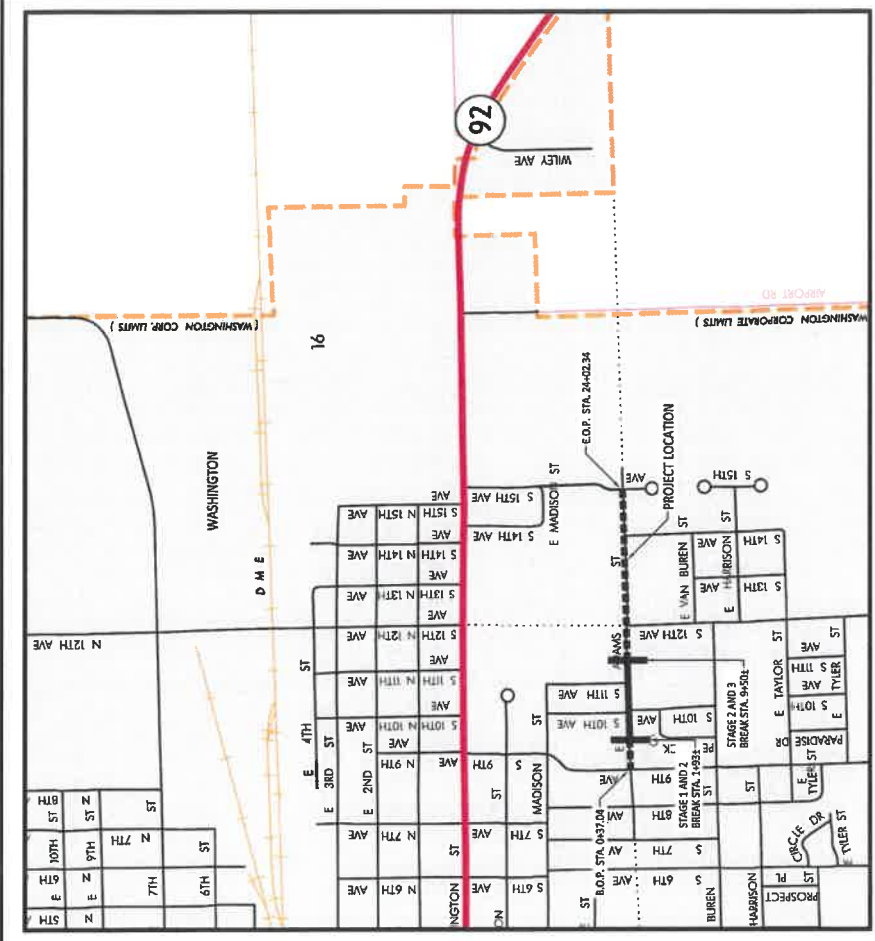
REVISIONS

DATE
NOV. 11, 2021

PROJECT NO.
5019661

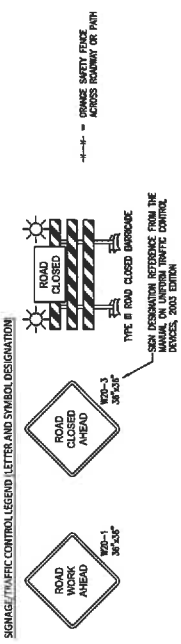
SHEET NO.
A.01

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 OTHERWISE.



LOCATION MAP
 SCALE: 1" = 500'

- GENERAL TEMPORARY TRAFFIC CONTROL NOTES**
- TEMPORARY TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF AND PROVIDED BY THE CONTRACTOR. THURSDAY, DECEMBER 9, 2021, 8:00 AM TO 5:00 PM. THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE ADHERE TO. THE CITY OF WASHINGTON RESERVES THE RIGHT TO MAKE CHANGES TO THE TRAFFIC CONTROL PLAN AT ANY TIME WITHOUT NOTICE.
 - ALL TRAFFIC CONTROL DEVICES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MUTCD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TRAFFIC CONTROL DEVICES BEING MAINTAINED.
 - NOT ALL TRAFFIC CONTROL DEVICES MAY BE SHOWN ON THE TEMPORARY TRAFFIC CONTROL PLAN. THERE TO ANY CHANGES BEING MADE TO THE TRAFFIC CONTROL PLAN SHALL BE APPROVED BY THE CITY OF WASHINGTON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TRAFFIC CONTROL DEVICES BEING MAINTAINED.
- SIGNAL CONSTRUCTION NOTES**
- THIS PROJECT SHALL CONSIST OF 3 STAGES OF CONSTRUCTION.
 - EAST ADAMS STREET WILL BE CLOSED TO THROUGH TRAFFIC FOR THE DURATION OF ALL STAGES OF CONSTRUCTION.
 - STAGE 1 CONSTRUCTION SHALL CONSIST OF STORM SEWER, WATER MAIN, GROUND, AND TEMPORARY CONSTRUCTION FROM EADP TO APPROXIMATELY STA. 1+00.00 TO APPROXIMATELY STA. 1+100.00. THE STREET WILL BE MAINTAINED AT APPROXIMATELY STA. 1+100.00 THROUGH STA. 1+140.00 DURING STAGE 1 AND 2 CONSTRUCTION.
 - DURING STAGE 1 CONSTRUCTION, WATER MAIN MAY BE CONSTRUCTED TO APPROXIMATELY STA. 1+00.00 TO APPROXIMATELY STA. 1+100.00. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TRAFFIC CONTROL DEVICES BEING MAINTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TRAFFIC CONTROL DEVICES BEING MAINTAINED.
 - STAGE 2 CONSTRUCTION SHALL CONSIST OF STORM SEWER, WATER MAIN, GROUND, AND TEMPORARY CONSTRUCTION FROM STA. 1+100.00 TO APPROXIMATELY STA. 1+140.00.
 - SOUTH 10TH AND 11TH AVENUES MAY BE CLOSED TO THROUGH TRAFFIC FOR THE DURATION OF STAGE 2 CONSTRUCTION.
 - STAGE 3 CONSTRUCTION SHALL CONSIST OF REMAINDER OF CONSTRUCTION REQUIRED TO COMPLETE PROJECT FROM END OF STAGE 2 TO EADP.
 - SOUTH 12TH AND 14TH AVENUES MAY BE CLOSED TO THROUGH TRAFFIC FOR THE DURATION OF STAGE 3 CONSTRUCTION.
 - SOUTH 15TH AVENUE SHALL REMAIN OPEN TO THROUGH TRAFFIC FOR THE DURATION OF PROJECT.



NOTES:
 PROVIDE ADVANCED ROAD WORK AND ROAD CLOSED AHEAD SIGNS AT REQUIRED LOCATIONS. PROVIDE ROAD CLOSED SIGNS AT REQUIRED LOCATIONS. PROVIDE TRAFFIC CONTROL DEVICES NECESSARY TO PRESENT TRAFFIC FROM ENTERING THE SITE.

RESOLUTION NO. 2021-_____

A RESOLUTION ADOPTING PRELIMINARY PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2022 EAST ADAMS STREET IMPROVEMENTS PROJECT AND PROVIDING FOR A NOTICE OF HEARING

WHEREAS, this Council has adopted a preliminary resolution pursuant to section 384.42 of the Iowa Code, as amended, covering the 2022 East Adams Street Improvements Project (hereinafter referred to as “the Project”); and

WHEREAS, in accordance with such preliminary resolution, the City Engineer has prepared preliminary plans and specifications, an estimated cost of the work, and a plat & schedule, and have filed the same with the City Clerk; and

WHEREAS, this Council has determined the valuation of each lot proposed to be assessed for such Project, and such valuations are now shown on the schedule, and this Council deems it advisable that the said preliminary plans & specifications, estimated cost of the work, and plat & schedule should be approved; and

WHEREAS, this Council wishes to set a Public Hearing on a Resolution of Necessity to allow the Project to proceed.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Washington, Iowa:

Section 1. That the preliminary plans & specifications referred to in the preamble hereof be and the same are hereby approved.

Section 2. That the plat, schedule and estimate of cost are hereby ratified and approved.

Section 3. That this Council proposes to proceed with the Project and a proposed Resolution of Necessity shall be prepared and hearing held thereon in accordance with the provisions of Sections 384.49 through 384.51 of the Code of Iowa, as amended.

Section 4. That said hearing shall be held on Tuesday, January 4th, 2022 at 6 PM at the City Council Chambers, 215 East Washington Street, and the Clerk is order to see that the notice is published and sent by certified mail to affected property owners in substantially the same form as is attached in Exhibit A, in accordance with the notification provisions of Section 384.50 of the Iowa Code, as amended.

Section 5. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED this 7th day of December, 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

ORDINANCE NO. _____

AN ORDINANCE RE-ZONING THE PROPERTY GENERALLY REFERRED TO AS 980, 986 AND 1005 W. 5TH STREET FROM I-2 GENERAL INDUSTRIAL DISTRICT TO B-2 GENERAL BUSINESS DISTRICT.

WHEREAS, the owners of the property generally referred to as 980 W. 5th Street petitioned the City to change its zoning designation from I-2 General Industrial District to B-2 General Business District; and

WHEREAS, in order to correct nonconforming uses near 980 W. 5th Street, the City also included the properties at 1005 and 986 W. 5th Street in this rezoning process (along with 980 W. 5th Street, collectively referred to as the "Properties"); and

WHEREAS, the Properties are legally described as follows:

Commencing at a point 896.02 feet east of the NW corner of the S ½ of NE ¼ of Section 18, Township 75 North, Range 7 West of the 5th P.M.; which is also commencing at a point 896.02 feet east of the NW corner of Lot 5 of the North West Addition to Washington, Iowa; thence east 285.23 feet; thence S 6°41' West 355.73 feet; thence N 78°26' West 248.77 feet; thence North 303.19 feet, more or less, to the point of beginning;

AND

Auditor's Parcel A, as shown by that Plat of Survey recorded in Plat Book 11, Page 366, in the Office of the Washington County Recorder, being located in Auditor's Subdivision of Lot 5, Northwest Washington, in the City of Washington, Washington County, Iowa;

AND

Commencing at a point 753.40 feet East of the NW corner of the S ½ of NE ¼ of Section 18, Township 75 North, Range 7 West of the 5th P.M., Washington County, Iowa, which is also commencing 753.40 feet east of the NW corner of Lot 5 of the North West Addition to Washington, Iowa; thence east 142.62 feet; thence south 303.19 feet; thence N 78°26' West 145.58 feet; thence north 274 feet to the point of beginning

; and

WHEREAS, the Washington Planning and Zoning Commission has recommended the City Council approve said rezoning request for the Properties; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of Washington is hereby amended to show the Properties being located entirely in an B-2 General Business District in place of I-2 General Industrial District.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

Passed and approved this ____ day of December, 2021.

Read First Time: November 30, 2021

Read Second Time:

Read Third Time:

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

*Jaron P. Rosien, Mayor
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

December 2, 2021

To: Mayor & City Council

From: Sally Y. Hart
City Clerk

Re: Redistricting Following 2020 Census

The City of Washington's population grew from 7,266 in 2010 to 7,352 in the 2020 Census. Following the Governor signing legislation into law on November 4th for new congressional and state legislative district boundaries, cities have 60 days to finalize ward/precinct boundaries. Those plans must be submitted electronically to the Secretary of State.

The state provided software to cities to complete this required work all electronically. This software runs an integrity test on any proposed wards within a city, including the population balance.

Given that the City has 7,352 residents split among four wards, the ideal population per ward would be 1,838 people. We can deviate from that ideal number by up to 10 percent. As our wards are currently drawn, the populations in each ward meet the allowable difference.

The current population breakdowns are:

- Ward 1 – 1,791
- Ward 2 – 1,760
- Ward 3 – 1,884
- Ward 4 – 1,917

There is only one area that must be moved. The block that includes Wiley Avenue south of Highway 92 is currently in Ward 3 but must be moved to Ward 2 because it is required to be contiguous to the ward it belongs to. Making this change and keeping the rest of the lines as they currently sit passes the state's integrity tests. This would be my recommendation but there are other options that would balance the population among the wards more evenly. I've attached two options, one is the aforementioned option and the other is a split with populations closely tallied.

It is up to council to change any of the ward boundaries within the set parameters at this time.

CHAPTER 3

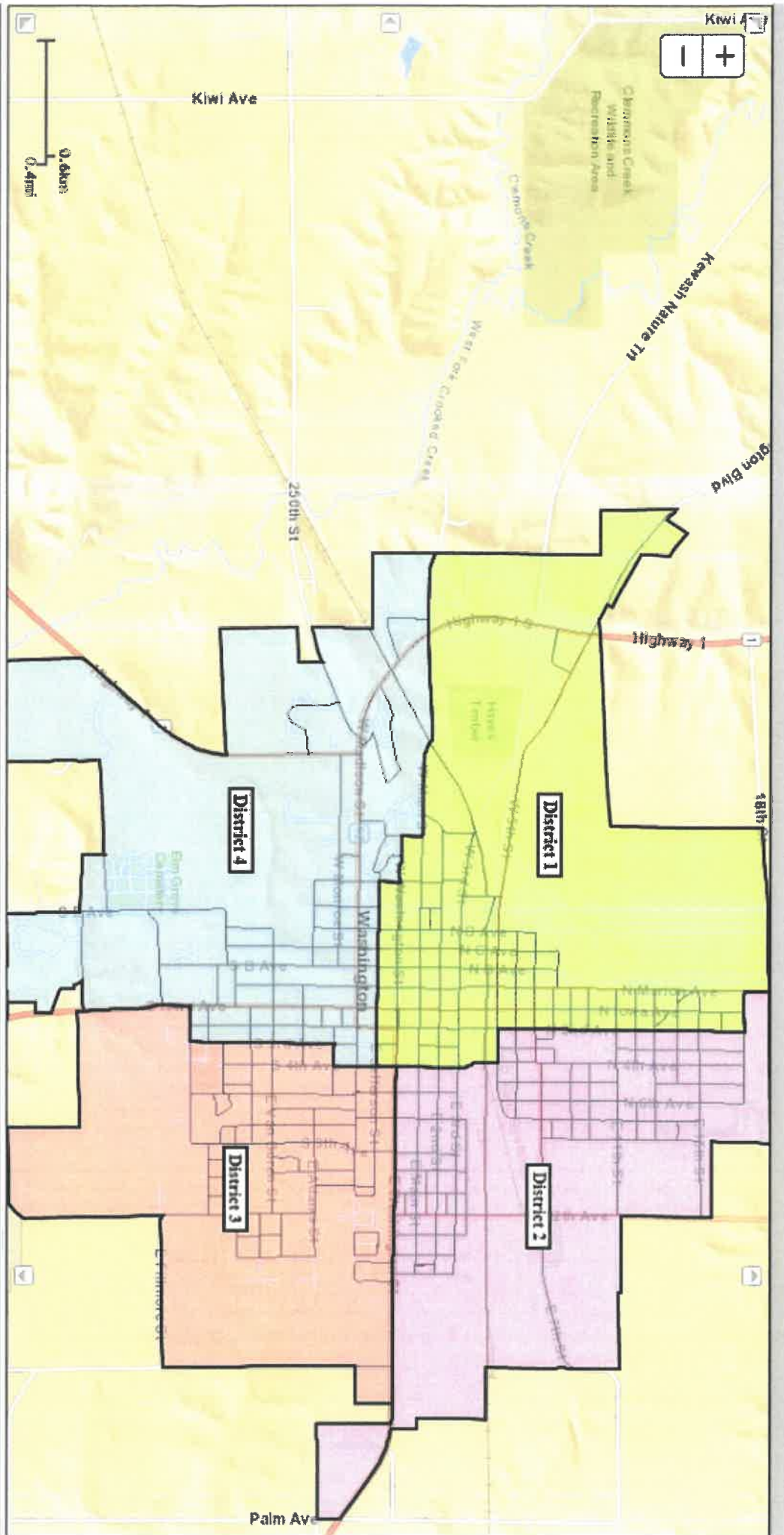
WARD BOUNDARIES

3.01 DIVISION INTO WARDS.

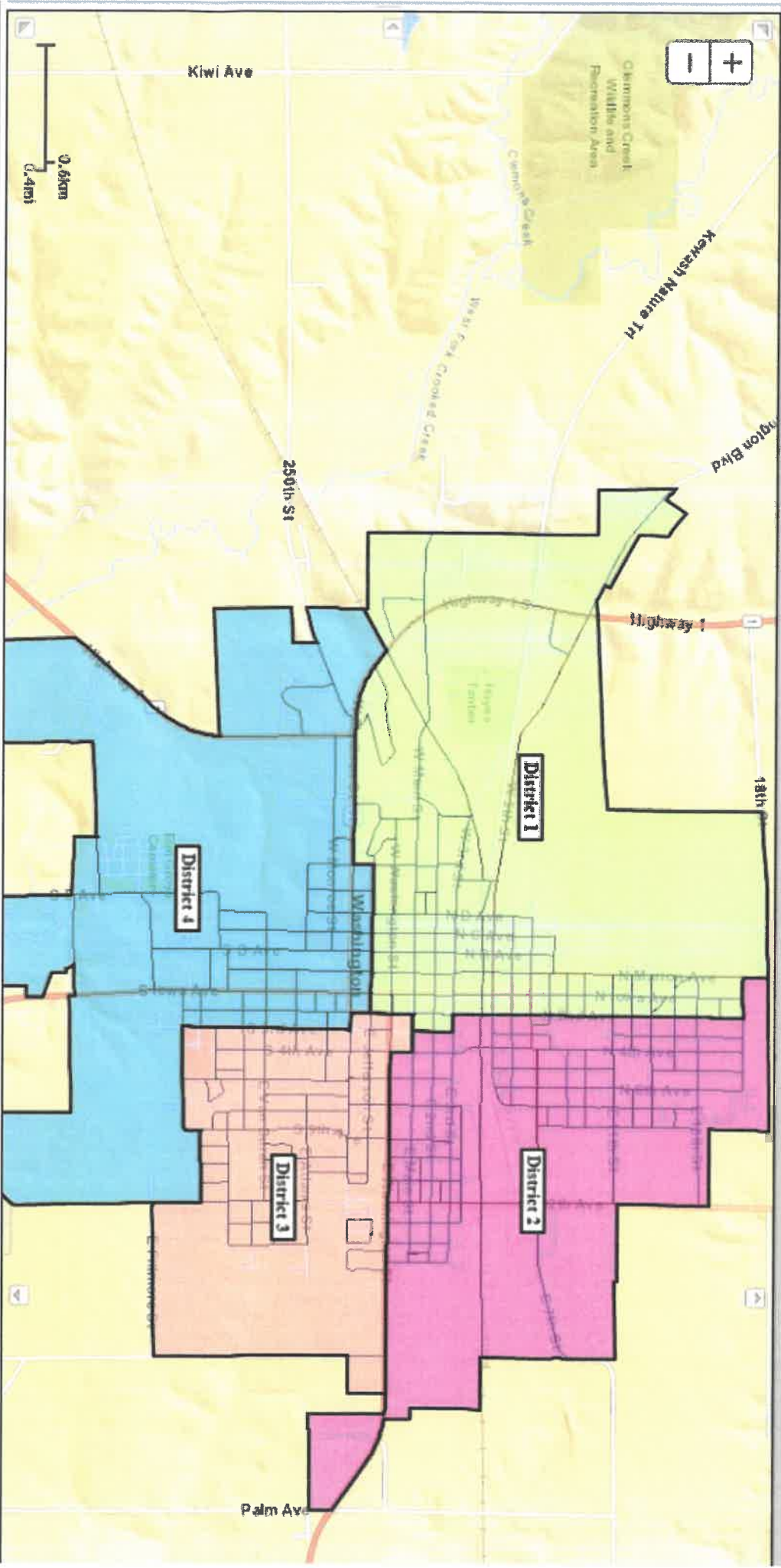
The City is divided into four wards described as follows:

(Code of Iowa, Sec. 372.4 & 372.13[7])

1. **First Ward.** The first ward consists of the area bounded on the north and west by the Washington City limits; on the south by West Jefferson Street from South Fourth Avenue to West Washington Street, thence west to South Avenue H, thence north to West Main Street, thence west to Washington City limits; and on the east by Fourth Avenue from East Jefferson Street, thence north to East Fifth Street, thence west to North Second Avenue, thence north to East Seventeenth Street, thence west to North Marion Avenue, thence north to City limits.
2. **Second Ward.** The second ward consists of the area bounded on the north and east by Washington City limits; on the west by the east boundary of the first ward; and on the south by the north boundary of the third ward.
3. **Third Ward.** The third ward consists of the area bounded on the east and south by the Washington City limits; on the north by East Washington Street from east Washington City limits to South Fourth Avenue, on the west by South Fourth Avenue from East Washington Street, thence south to East Monroe Street, thence west to South Third Avenue, thence south to East Polk Street, thence west to South Iowa Avenue, thence south to Washington City limits.
4. **Fourth Ward.** The fourth ward consists of the area bounded on the south and west by the Washington City limits; on the north by the south boundary of the first ward; and on the east by the boundary of the third ward.



District	Color	Hide	Lock	TOTAL	TARGET_DEV
Unassigned	■	<input type="checkbox"/>	<input type="checkbox"/>	0	0
District 1	■	<input type="checkbox"/>	<input type="checkbox"/>	1,791	-47
District 2	■	<input type="checkbox"/>	<input type="checkbox"/>	1,760	-78
District 3	■	<input type="checkbox"/>	<input type="checkbox"/>	1,384	46
District 4	■	<input type="checkbox"/>	<input type="checkbox"/>	1,917	79



District	Color	Hide	Lock	TOTAL	TARGET_DEV
Unassigned		<input type="checkbox"/>	<input type="checkbox"/>	0	0
District 1		<input type="checkbox"/>	<input type="checkbox"/>	1,839	1
District 2		<input type="checkbox"/>	<input type="checkbox"/>	1,841	3
District 3		<input type="checkbox"/>	<input type="checkbox"/>	1,833	-5
District 4		<input type="checkbox"/>	<input type="checkbox"/>	1,839	1



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 Hausen
Police Officer

December 2, 2021

To: Mayor and City Council
cc: Finance Director Kelsey Brown and City Clerk Sally Hart

Ref.: Discussion and Consideration of Law Enforcement Technology Upgrade

As you see each month in our activity reports; officers are responding to more calls for service and during the last year we have seen an increase in assaults and domestic violence. The ability for officers to record these oftentimes confrontational and violent situations aids in a successful prosecution of those responsible.

While the updating of our video systems is included in our Strategic Plan for the future, we have been experiencing some failures with our current body worn cameras and our current model has been discontinued and its replacement cost is nearly double. The updated model also does not offer the same video quality, especially at night. With the increasing calls for service, public interaction, and response to violent crimes, having an efficient video system is important for officer and public safety.

Videos created by the police department are shared regularly with the County Attorney's Office and other agencies that we may assist. Both County Attorney Gish and Sheriff Schneider support our efforts to switch from our current body cam system to this proposed option offered by Getac.

The Sheriff's Office has been using the Getac cameras and their digital evidence management system for about two years and have highly recommended the system for us to further our collaboration and partnership. When officers and deputies are assisting each other, the cameras will sync together and when uploaded, the system will connect the files, so they are conveniently available in one location for both their review and accessibility to the County Attorney's Office.

This change to cloud-based storage and management of our digital evidence will save both time and money as the devices upload automatically to the cloud and offer the ability to share files. This will be a great improvement over the officer having to connect the bodycam to his computer, download the video and then burn a DVD to provide a copy to the County Attorney for prosecution. This system will allow for the proper chain of custody and auditing of video that is vitally important when offering evidence at trials.

We are currently in year three of a three-year lease with our Getac mobile computers. We've had just one issue with a fan making noise, and it was replaced within a week.

In a White House briefing document released June 23, 2021, the Biden-Harris Administration announced a comprehensive strategy to combat gun violence and other violent crime. This strategy includes the use of ARPA funds for law enforcement technology.

Based on what I have seen other agencies propose, I believe this project would also be eligible for ARPA funds by mitigating the spread of COVID and other diseases by eliminating the personal handling and exchange of evidence related DVDs between agencies and organizations. I am also told developers are working on a format that will allow the public to share their photos and videos with us via the system, again mitigating the spread of disease, protecting our current network from outside sources and also supporting our community engagement and community camera initiatives. This will be great advancement of our technology infrastructure.

While I believe this project meets the original guidelines outlined in the ARPA documents, I have also read of several proposed amendments that will allow local use of the ARPA funds to cover the cost of general government services.

This project will provide one in-car system for the new K-9 unit, a body cam for each officer and one spare that will be made available to part-time staff. The cost includes a five-year warranty for the in-car system, an 8-bay body camera docking station, and 30G of annual storage per device on Getac's Enterprise Software and Storage Solution, including file sharing and case management of our video files. After this initial expense, we would plan to include the purchase of an in-car system (\$2,621) in our normal vehicle replacement schedule so that eventually all units and officers will be operating on the same system. The annual software maintenance and storage fee would also be added to our budget with a year two cost quoted at \$5,759.10.

I am requesting Council approval for the expense of \$20,344.50 for this purchase.

Finance Director Brown and I have had discussions on potential funding options for the project but believe the ARPA funds are the best option at this time.

Respectfully,



Jim Lester
Chief of Police