



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IOWA  
TO BE HELD IN THE NICOLA-STOUFER ROOM  
AT 115 W. WASHINGTON STREET  
AT 6:00 P.M., TUESDAY, DECEMBER 5, 2017

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, December 5, 2017 to be approved as proposed or amended.

**Consent:**

1. Council Minutes November 21, 2017
2. Council Minutes November 28, 2017
3. IMWCA, Workers Comp. Prem. #6, \$6,787.00
4. MSA, Wellness Park Project, \$7,200.00
5. Bolton & Menk, Washington Airport General Engineering, \$1,015.00
6. Garden & Associates, Sanitary Sewer Extension - City Hall Project, \$6,008.55
7. Garden & Associates, Survey for W. 7<sup>th</sup> Street Land Swap, \$2,695.81
8. A & R Land Services, ROW Services for E. Adams Street Improvement Project, \$390.00
9. Bankers Trust, GO Bonds, Series 2016C, Interest & Fees, \$5,250.00
10. Bankers Trust, GO Capital Loan Notes, Series 2015, Interest & Fees, \$28,893.75
11. Bankers Trust, GO Refunding Bonds, Series 2016A, Interest, \$17,935.00
12. Bankers Trust, GO Refunding Bonds, Series 2016B, Interest & Fees, \$8,231.25
13. Tricon Construction, Water Treatment Plant Improvements, Pay App #2, \$287,316.80
14. Kevin D. Olson, Professional Services for October & November, \$2,021.76
15. Simmering-Cory, Professional Services CDBG, \$4,000.00
16. Ace-N-More, 1901 E. Washington Street, Class C Beer Permit (BC), Sunday Sales, **(renewal)**
17. Casey's General Store #1624, 1002 W. Madison Street, Class C Beer Permit (BC), Sunday Sales, **(renewal)**

**Claims and Financial Reports:**

Claims as Presented.

**SPECIAL PRESENTATION**

University of Iowa Physical Activity Interventions class – Washington Weekly 150

Discussion and Consideration of Employee Health Insurance Renewal for 2018.

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

**OLD BUSINESS**

Discussion and Consideration of a Development Agreement with David and Lisa Nacos. **(Tabled 10-17-2017)**

Discussion and Consideration Directing Sale of an Interest in Real Property (208 E. Jefferson Street – House) **(Tabled 11-21-2017)**

Discussion of E. Main and 2<sup>nd</sup> Avenue Stoplight Status.

**NEW BUSINESS**

Discussion and Consideration of 2018 Computer Support Agreement with Impressions Custom Computers.

Discussion of Computer Policy for Elected Officials.

**CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS**

**Public Hearing** - Amendment of FY 17-2018 Budget.

Discussion and Consideration of a Resolution Amending FY18 Budget.

Discussion and Consideration of a Resolution Setting Strategic Priorities for 2018 & 2019.

Discussion and Consideration of a Resolution Approving Land Exchange Agreement – West 7<sup>th</sup> Street.

**Closed Session** per Iowa Code 21.5(j) Real Estate

**DEPARTMENTAL REPORT**

Police Department  
City Attorney  
City Administrator

**MAYOR & COUNCILPERSONS**

Sandra Johnson, Mayor  
Brendan DeLong  
Steven Gault  
Kerry Janecek  
Jaron Rosien  
Kathryn Salazar  
Millie Youngquist

**ADJOURNMENT**

Illa Earnest, City Clerk

Council Minutes 11-21-2017

The Council of the City of Washington, Iowa, met in Regular Session in the Nicola-Stoufer Room, 115 W. Washington Street, at 6:00 P.M., Tuesday, November 21, 2017. Mayor Johnson in the chair. On roll call present: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Absent: none.

Motion by Youngquist, seconded by Salazar, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, November 21, 2017 be approved as proposed. Motion carried.

**Consent:**

1. Council Minutes November 7, 2017
2. MSA Professional Services, Regional Trails & Recreation Plan, \$5,000.00
3. SPARK Consulting, West Side Residential Historic District, \$4,190.70
4. IMWCA, Premium Installment #5, \$6,787.00
5. Fox Engineering, City Hall Interceptor Reroute, \$4,563.00
6. Fox Engineering, SE Basin I & I Reduction, \$11,991.00
7. Fox Engineering, Water Treatment Plant Improvements, \$32,843.49
8. Fox Engineering, Elevated Water Storage Tank Project, \$885.25
9. Fox Engineering, Well #6 Pump Replacement, \$720.00
10. Fox Engineering, South 0.5 MG Elevated Water Storage Tank Improvements, \$3,790.85
11. IA Finance Authority State Revolving Fund, West Side Interceptor Project (Interest), \$38,445.00
12. IA Finance Authority State Revolving Fund, WWTP Project (Interest), \$193,410.00
13. Cedar Rapids Bank & Trust, Urban Renewal Series 2006, (Interest) \$1,053.50
14. Washington State Bank, 2013 GO Bonds, (Interest) \$182.68
15. Washington State Bank, 2014 GO Bonds, (Interest) \$823.22
16. Design Alliance, Fire Station Project, \$2,731.07
17. Trinity Rose LLC, Tax Abatement Application
18. Café Dodici, 120-122 S. Iowa Ave., Class B Wine, Class C Liquor License, Catering Privilege, Outdoor Service, Sunday Sales. **(renewal)**
19. Pipeliner's Bar & Grill, 331 N. 4<sup>th</sup> Ave., Class C Liquor License, Catering Privilege, Outdoor Service, Sunday Sales. **(renewal)**
20. Department Reports.

Motion by Salazar, seconded by Youngquist, to approve the consent agenda items 1-20. Motion carried.

Motion by Rosien, seconded by Gault, to approve payment of the claims as presented. Motion carried.

Motion by Janecek, seconded by Gault, to accept the October Financial Reports as presented. Motion carried.

Discussion and Consideration of a Resolution Approving Development Agreement with David and Lisa Nacos. **(Tabled 10-17-2017)** remains tabled.

Motion by Rosien, seconded by DeLong, to set the Public Hearing for Amendment of FY 17-2018 Budget for December 5, 2017 at 6:00 P.M. Motion carried.

Bids received for removal of hazardous trees:

Pat Stoutner	\$13,950.00
Midwest Tree Service	\$21,550.00
Hairy Tree Care	\$22,387.50

Motion by Rosien, seconded by Janecek, to approve the bid of \$13,950.00 from Pat Stoutner for hazardous tree removal. Motion carried.

Motion by Youngquist, seconded by Rosien, to approve the FY17 State TIF Report. Motion carried.

Mayor Johnson announced that now is the time for the public hearing Directing Sale of an Interest in Real Property (208 E. Jefferson Street – House).

No written or oral objections were received.

No bids were received.

Motion by Rosien, seconded by Salazar, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

After discussion, motion by DeLong, seconded by Salazar, to table the discussion and consideration of the House at 208 E. Jefferson Street. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by Rosien, seconded by Salazar, to approve the Resolution Adopting the Updated Personnel Manual. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-072)**

Motion by Rosien, seconded by DeLong, to approve the Resolution Certifying an Internal Debt and Promissory Note – Washington Business Park TIF Repayment not to exceed \$262,058.96. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-073)**

Motion by Youngquist, seconded by Salazar, to approve the Resolution Obligating TIF Debts for FY19. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-074)**

The Council will meet in a Special Session Tuesday, November 28, 2017, at 6:00 P.M. for goal setting.

Mayor Johnson has appointed Brendan DeLong to replace outgoing Councilor Kathy Salazar on the Washington County Communications Board.

Motion by DeLong, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, November 21, 2017 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

## Council Minutes 11-28-2017

The Council of the City of Washington, Iowa, met in Special Session in the Nicola-Stoufer Room, 115 W. Washington Street, at 6:00 P.M., Tuesday, November 28, 2017. Mayor Johnson in the chair. On roll call present: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Absent: none.

Motion by DeLong, seconded by Youngquist, that the agenda for the Special Session to be held at 6:00 P.M., Tuesday, November 28, 2017 be approved as proposed. Motion carried.

Facilitator Mark Jackson went over the list of accomplishments, concerns, and responses from his one-on-one talks with current and incoming councilors, current and incoming mayor, meetings with city staff, meetings with citizens, and online Survey Monkey results. The current council and newly elected councilors discussed the topics that emerged from Mr. Jackson's meetings. Councilors were given the opportunity to indicate on a scale how important each topic was to them.

The City Administrator will put the results in a resolution for council action at the December 5 council meeting.

Motion by DeLong, seconded by Youngquist, that the Special Session held at 6:00 P.M., Tuesday, November 28, 2017 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

# INVOICE

INV67074

## IMWCA

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

500 SW 7TH STREET, SUITE 101

DES MOINES, IA 50309-4506

PHONE: 800-257-2708

DATE

12/1/2017

PAGE:

1

Washington, City of  
215 E Washington

Mbr No: Member Name:  
0706 Washington, City of

Washington IA 52353

Please remit payment to: IMWCA, P.O. Box 310009, Des Moines, IA 50331-0009

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 17-18			6,787.00	\$6,787.00

This invoice is due by January 1, 2018.

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

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

*Thank You*

Subtotal	\$6,787.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$6,787.00



PROFESSIONAL SERVICES

# INVOICE

*Payment due upon receipt of invoice.  
Interest at the rate of 1.5% per  
month on unpaid balance will be  
added to your next statement.*

**REMIT TO:**  
MSA PROFESSIONAL SERVICES INC  
PO Box 435  
BARABOO WI 53913-0435

City of Washington  
215 East Washington Street  
Washington, IA 52353

November 21, 2017  
Project No: R10322001.0  
Invoice No: 2  
Project Manager: Jacob Huck  
Client Liaison: Shawn O'Shea

Project R10322001.0 Washington Wellness Park Concept Plan, Design and CRS  
Professional Services from October 22, 2017 to November 18, 2017

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Wellness Park- Conceptual Design Develop	18,000.00	50.00	9,000.00	1,800.00	7,200.00	
Total Fee	18,000.00		9,000.00	1,800.00	7,200.00	
			<b>Total Fee</b>			<b>7,200.00</b>
						<b>AMOUNT DUE THIS INVOICE</b>
						<b>\$7,200.00</b>

Offices in Illinois, Iowa, Minnesota, and Wisconsin

For Information, Contact The Dubuque Office at: 563-582-3973 1-888-869-1214 Fax: 563-582-4020



Real People. Real Solutions.

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

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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

October 31, 2017  
 Project No: T51.113568  
 Invoice No: 0210254

**Washington Airport/General Engineering**

**Professional Services**

	Hours	Rate	Amount	
Project Design Engineer				
Mashek, Devin	3.00	105.00	315.00	
<i>Water Tower Penetration Survey</i>				
Survey Technician				
Ahrens, Luke	3.00	100.00	300.00	
<i>Process Topo</i>				
Ahrens, Luke	4.00	100.00	400.00	
<i>Shot Water Tower</i>				
Totals	10.00		1,015.00	
<b>Total Labor</b>				<b>1,015.00</b>
		<b>Total this Invoice</b>		<b>\$1,015.00</b>





# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

November 21, 2017  
Invoice No: 35978

Project 3017207 Santiary Sewer Extension to Proposed Office Building.  
Client ID# 20040

**Professional Services for the Period: October 20, 2017 to November 16, 2017**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	16.00	137.00	2,192.00	
Engineer #4	.75	94.00	70.50	
Surveyor 2	15.00	108.00	1,620.00	
Technician #2	10.50	86.00	903.00	
Technician #5	12.25	67.00	820.75	
Totals	54.50		5,606.25	
<b>Total Professional Services</b>				<b>5,606.25</b>

### Unit Billing

GPS Survey Equipment			270.00	
Mileage			132.30	
<b>Total Units</b>			<b>402.30</b>	<b>402.30</b>

**Total Project Invoice Amount \$6,008.55**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

**ENGINEERS AND SURVEYORS**  
OSKALOOSA, IOWA                      CRESTON, IOWA



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

November 21, 2017  
Invoice No: 35983

Project 6017300 City of Washington - Survey for West 7th St Land Swap.  
Client ID# 20040

**Professional Services for the Period: October 20, 2017 to November 16, 2017**

**Professional Services**

	Hours	Rate	Amount	
Principal Engineer	2.50	137.00	342.50	
Surveyor 2	12.75	108.00	1,377.00	
Technician #2	.50	86.00	43.00	
Technician #5	9.75	67.00	653.25	
Technician #6	.50	53.00	26.50	
Totals	26.00		2,442.25	
<b>Total Professional Services</b>				<b>2,442.25</b>

**Reimbursable Expenses**

Filing Fee				
11/3/2017	Washington County Recorder		12.00	
<b>Total Reimbursables</b>			<b>12.00</b>	<b>12.00</b>

**Unit Billing**

Mileage			61.56	
GPS Survey Equipment			180.00	
<b>Total Units</b>			<b>241.56</b>	<b>241.56</b>

**Total Project Invoice Amount \$2,695.81**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

# A & R Land Services, Inc.

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

Invoice No. WASH-ADAMS-17-6

## INVOICE

### Customer

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

Date 11/24/2017  
 Order No. WASH-ADAMS-17

Qty	Description	Unit Price	TOTAL
	<b>OCTOBER 2017</b>		
6	ROW Services for City of Washington, Iowa East Adams Street Improvement Project	\$65.00	\$390.00
	Mileage for project trips taken.	\$0.540	
	Color copies/printing.	\$0.50	
	Black and white copies/printing.	\$0.10	
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
	SubTotal		\$390.00
	Shipping & Handling		\$0.00
	Taxes Iowa		
	<b>TOTAL</b>		<b>\$390.00</b>

### Payment Details

- Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

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

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

Your Expert Right of Way Resource



Date: 10/10/2017

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Re:  
WASHINGTON  
GENERAL OBLIGATION BONDS  
SERIES 2016C  
\$1,470,000 DTD 04/19/2016

Corporate Trust Department  
DIANA VAN VLEET  
Account Name: WASHINGTON16C  
Trust Acct No: 0185408846

Debt Service

Registered interest due	12/01/2017	5,000.00
Registered principal due	12/01/2017	0.00
Fees for invoice#	42094	250.00
Less: Funds on Deposit		( 0.00)
Total Due		<hr/> 5,250.00

FUNDS MUST BE ON DEPOSIT AT BANKERS TRUST COMPANY BEFORE  
PRINCIPAL AND INTEREST PAYMENTS ARE MADE TO BONDHOLDERS.

PAYMENT BY CHECK MUST BE RECEIVED 5 DAYS PRIOR TO DUE DATE. PLEASE  
RETURN YOUR PAYMENT IN THE ENCLOSED RETURN ENVELOPE OR SEND IT TO:

BANKERS TRUST COMPANY  
CORPORATE TRUST DEPARTMENT  
453 7TH STREET  
DES MOINES, IOWA 50309

PAYMENT BY WIRE MUST BE RECEIVED ON PAYMENT DATE PRIOR TO 11:00 AM CST.

WIRE FUNDS TO:  
BANKERS TRUST COMPANY, DES MOINES, IOWA  
ABA # 073000642  
ATTN: CORPORATE TRUST DEPARTMENT ACCT #801119

ALL LATE PAYMENTS WILL BE CHARGED A \$75.00 FEE



Date: 10/10/2017

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Re:  
CITY OF WASHINGTON  
GENERAL OBLIGATION CAPITAL LOAN NOTES  
SERIES 2015, DTD 7/21/15  
\$2,335,000

Corporate Trust Department  
DIANA VAN VLEET  
Account Name: WASHINGTON15  
Trust Acct No: 0185406592

Debt Service

Registered interest due	12/01/2017	28,643.75
Registered principal due	12/01/2017	0.00
Fees for invoice#	42095	250.00
Less: Funds on Deposit		( 0.00)
Total Due		<hr/> 28,893.75

FUNDS MUST BE ON DEPOSIT AT BANKERS TRUST COMPANY BEFORE  
PRINCIPAL AND INTEREST PAYMENTS ARE MADE TO BONDHOLDERS.

PAYMENT BY CHECK MUST BE RECEIVED 5 DAYS PRIOR TO DUE DATE. PLEASE  
RETURN YOUR PAYMENT IN THE ENCLOSED RETURN ENVELOPE OR SEND IT TO:

BANKERS TRUST COMPANY  
CORPORATE TRUST DEPARTMENT  
453 7TH STREET  
DES MOINES, IOWA 50309

PAYMENT BY WIRE MUST BE RECEIVED ON PAYMENT DATE PRIOR TO 11:00 AM CST.

WIRE FUNDS TO:  
BANKERS TRUST COMPANY, DES MOINES, IOWA  
ABA # 073000642  
ATTN: CORPORATE TRUST DEPARTMENT ACCT #801119

ALL LATE PAYMENTS WILL BE CHARGED A \$75.00 FEE



Date: 10/10/2017

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Re:  
WASHINGTON  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2016A  
\$1,770,000 DTD 04-19-16

Corporate Trust Department  
DIANA VAN VLEET  
Account Name: WASHINGTON16A  
Trust Acct No: 0185408820

Debt Service

Registered interest due	12/01/2017	17,935.00
Registered principal due	12/01/2017	0.00
Fees for invoice#		0.00
Less: Funds on Deposit	(	0.00)
Total Due		<hr/> 17,935.00

FUNDS MUST BE ON DEPOSIT AT BANKERS TRUST COMPANY BEFORE  
PRINCIPAL AND INTEREST PAYMENTS ARE MADE TO BONDHOLDERS.

PAYMENT BY CHECK MUST BE RECEIVED 5 DAYS PRIOR TO DUE DATE. PLEASE  
RETURN YOUR PAYMENT IN THE ENCLOSED RETURN ENVELOPE OR SEND IT TO:

BANKERS TRUST COMPANY  
CORPORATE TRUST DEPARTMENT  
453 7TH STREET  
DES MOINES, IOWA 50309

PAYMENT BY WIRE MUST BE RECEIVED ON PAYMENT DATE PRIOR TO 11:00 AM CST.

WIRE FUNDS TO:  
BANKERS TRUST COMPANY, DES MOINES, IOWA  
ABA # 073000642  
ATTN: CORPORATE TRUST DEPARTMENT ACCT #801119

ALL LATE PAYMENTS WILL BE CHARGED A \$75.00 FEE



Date: 10/10/2017

CITY OF WASHINGTON  
ATTN: CITY CLERK  
215 E WASHINGTON ST  
PO BOX 516  
WASHINGTON IA 52353

Re:  
WASHINGTON  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2016B  
\$630,000 DTD 04/19/16

Corporate Trust Department  
DIANA VAN VLEET  
Account Name: WASHINGTON16B  
Trust Acct No: 0185408838

Debt Service

Registered interest due	12/01/2017	7,981.25
Registered principal due	12/01/2017	0.00
Fees for invoice#	42096	250.00
Less: Funds on Deposit		( 0.00)
Total Due		<hr/> 8,231.25

FUNDS MUST BE ON DEPOSIT AT BANKERS TRUST COMPANY BEFORE  
PRINCIPAL AND INTEREST PAYMENTS ARE MADE TO BONDHOLDERS.

PAYMENT BY CHECK MUST BE RECEIVED 5 DAYS PRIOR TO DUE DATE. PLEASE  
RETURN YOUR PAYMENT IN THE ENCLOSED RETURN ENVELOPE OR SEND IT TO:

BANKERS TRUST COMPANY  
CORPORATE TRUST DEPARTMENT  
453 7TH STREET  
DES MOINES, IOWA 50309

PAYMENT BY WIRE MUST BE RECEIVED ON PAYMENT DATE PRIOR TO 11:00 AM CST.

WIRE FUNDS TO:  
BANKERS TRUST COMPANY, DES MOINES, IOWA  
ABA # 073000642  
ATTN: CORPORATE TRUST DEPARTMENT ACCT #801119

ALL LATE PAYMENTS WILL BE CHARGED A \$75.00 FEE



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

2R

Application Period: 11/01/17 - 11/30/17		Application Date: 11/17/2017	
To (Owner): City of Washington	From (Contractor): Tricon Construction	Via (Engineer): Fox Engineering Inc, 414 South 17th Street, Ste107, Ames, IA 50010	
Project: Water Treatment Plant Improvements, City of Washington, Washington, Iowa	Contract: Washington WTP		
Owner's Contract No.:	Contractor's Project No.: 17-011-IA	Engineer's Project No.: 2489-11A	

Application For Payment  
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$	\$4,943,000.00
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 ± 2)	\$	\$4,943,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	\$490,542.59
5. RETAINAGE:		
a. 5% X \$480,942.59 Work Completed	\$	\$24,047.13
b. 5% X \$9,600.00 Stored Material	\$	\$480.00
c. Total Retainage (Line 5.a + Line 5.b)	\$	\$24,527.13
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$	\$466,015.46
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$178,698.66
8. AMOUNT DUE THIS APPLICATION	\$	\$287,316.80
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$	\$4,476,984.54

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

Contractor Signature  
By: Mary K. Stone Date: 11-30-17

Payment of: \$ \$ 287,316.80  
(Line 8 or other - attach explanation of the other amount)

is recommended by: RJB R.J. BAKER, P.E. 11/30/2017  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)



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

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

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December 1, 2017

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

**INVOICE**

For legal services rendered to the City of Washington, Iowa in October and November, 2017

TOTAL HOURS	October, 2017	10.5 hours (reg)
	November, 2017	9.5 hours (reg)
TOTAL MILEAGE	October, 2017	198 miles
	November, 2017	198 miles
Hourly Rate		\$90/hour- Reg
Mileage Rate		\$0.56 per mile

TOTAL INVOICE FOR OCTOBER, 2017                      \$1,055.88

NOVEMBER, 2017    965.88

TOTAL FOR THIS INVOICE                      **2,021.76**

Simmering-Cory | Iowa Codification  
114 E. 5<sup>th</sup> Street, Storm Lake, IA 50588  
P.O. Box 244, Storm Lake, IA 50588  
Tel 641-357-7595 | Fax 515-724-7868



INVOICE 2017-SC-0074

12.1.2017

**BILL TO**

City of Washington  
215 E. Washington St.  
Washington IA 52353

**INSTRUCTIONS**

Project #17-WS-014

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2 <sup>nd</sup> Milestone	1 <sup>st</sup> Progress Payment – 20% every six (6) months after Release of Funds.	\$4,000.00	\$4,000.00

TOTAL AMOUNT OF CONTRACT: \$20,000  
LESS PREVIOUS PAYMENTS: \$ 2,000  
LESS THIS PAYMENT: \$ 4,000  
BALANCE DUE AFTER THIS PAYMENT: \$14,000

**TOTAL DUE** **\$4,000.00**

Thank you for your business!

**Applicant License Application ( BC0029303 )**

<b>Name of Applicant:</b>	<u>C &amp; H Jones, Inc.</u>		
<b>Name of Business (DBA):</b>	<u>ACE-N-MORE</u>		
<b>Address of Premises:</b>	<u>1901 EAST WASHINGTON STREET</u>		
<b>City</b>	<u>Washington</u>	<b>County:</b>	<u>Washington</u> <b>Zip:</b> <u>52353</u>
<b>Business</b>	<u>(319) 653-6700</u>		
<b>Mailing</b>	<u>1901 EAST WASHINGTON STREET</u>		
<b>City</b>	<u>Washington</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>52353</u>

**Contact Person**

<b>Name</b>	<u>Holly Jones</u>		
<b>Phone:</b>	<u>(319) 653-6700</u>	<b>Email</b>	<u>holly.ace@iowatelecom.net</u>

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 01/12/2017

**Expiration Date:** 01/11/2018

**Privileges:**

Class C Beer Permit (BC)

Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Privately Held Corporation</u>		
<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**Holly Jones**

**First Name:** Holly **Last Name:** Jones  
**City:** Washington **State:** Iowa **Zip:** 52353  
**Position:** President  
**% of Ownership:** 50.00% **U.S. Citizen:** Yes

**Craig Jones**

**First Name:** Craig **Last Name:** Jones  
**City:** Washington **State:** Iowa **Zip:** 52353  
**Position:** secretary  
**% of Ownership:** 50.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>
---------------------------

**Applicant License Application ( BC0020351 )**

<b>Name of Applicant:</b>	<u>Casey's Marketing Company</u>				
<b>Name of Business (DBA):</b>	<u>Casey's General Store #1624</u>				
<b>Address of Premises:</b>	<u>1002 West Madison</u>				
<b>City</b>	<u>Washington</u>	<b>County:</b>	<u>Washington</u>	<b>Zip:</b>	<u>5235300</u>
<b>Business</b>	<u>(319) 863-9040</u>				
<b>Mailing</b>	<u>PO Box 3001</u>				
<b>City</b>	<u>Ankeny</u>	<b>State</b>	<u>IA</u>	<b>Zip:</b>	<u>500218045</u>

**Contact Person**

<b>Name</b>	<u>JESSICA FISHER, Store Operations</u>		
<b>Phone:</b>	<u>(515) 446-6404</u>	<b>Email</b>	<u>JESSICA.FISHER@caseys.com</u>

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 01/15/2018

**Expiration Date:** 01/14/2019

**Privileges:**

Class C Beer Permit (BC)

Sunday Sales

**Status of Business**

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

**Ownership**

**Michael Richardson**

**First Name:** Michael                      **Last Name:** Richardson  
**City:** Pleasant Hill                      **State:** Iowa                      **Zip:** 50327  
**Position:** President  
**% of Ownership:** 0.00%                      **U.S. Citizen:** Yes

**42-0935283 Casey's General Stores, Inc**

**First Name:** 42-0935283                      **Last Name:** Casey's General Stores, Inc  
**City:** Ankeny                      **State:** Iowa                      **Zip:** 50021-804  
**Position:** Owner  
**% of Ownership:** 100.00%                      **U.S. Citizen:** No

**Julia Jackowski**

**First Name:** Julia                      **Last Name:** Jackowski  
**City:** Urbandale                      **State:** Iowa                      **Zip:** 50322  
**Position:** Asst

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**James Pistillo**

**First Name:** James

**Last Name:** Pistillo

**City:** Urbandale

**State:** Iowa

**Zip:** 50323

**Position:** Treasurer

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**JOHN SOUPENE**

**First Name:** JOHN

**Last Name:** SOUPENE

**City:** ANKENY

**State:** Iowa

**Zip:** 50023

**Position:** VICE-PRESIDENT

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** First Western Insurance

**Policy Effective Date:**

**Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

**WWTP report  
December 5, 2017  
Council meeting**

- **After hour alarm and dog call outs –**  
20<sup>th</sup> WWTP alarm, SBR blower #5 not in auto, 5:17 p.m. Fred  
20<sup>th</sup> dog call, Safety Center reported a dog to be picked at 408 E Harrison, 6:30 p.m. Parker
- **Dept Head meetings -** I attended the meetings on the 21<sup>st</sup> & 28<sup>th</sup>.
- **Treated bio-solids land application project –** Iowa Grow, Inc. plans to start this project on December 1<sup>st</sup> or 2<sup>nd</sup>. This project should take less than a week to complete depending on the weather conditions.
- **Dog pound report for October 2017 –** Ten (10) calls total for October 2017. Four (4) call outs during normal hours and six (6) call outs after hours. Seven (7) dogs were returned to the owners. One (1) dog taken to Paws and More. Two (2) were euthanized.
- **Operations Building exhaust heat exchanger –** Jason tightened the drive belts on the heat exchanger as they were all loose.
- **Alliant power –** The WWTP lost Alliant power around 11:00 a.m. on the 22<sup>nd</sup>. The generator ran for around 20 minutes before switching back to Alliant power. Not sure what caused this.
- **WWTP generator –** The generator didn't exercise or call out for an alarm condition on the 29<sup>th</sup>. Jason found a low coolant alarm on the generator control panel. Talking with 3E they had Jason reset the alarm and start the generator it ran for about two (2) minutes then shut down due to another low coolant alarm. I contacted 3E they thought the low coolant sensor might be bad and need to be replaced so they sent a service tech to the WWTP in the afternoon. The service tech found the generator was actually low on coolant so he added more coolant to fix the problem. 3E had replaced the coolant on November 20, 2017 as part of the preventative maintenance contract we had with them. The generator holds ninety seven (97) gallons of anti freeze. Cobb Oil is scheduled to deliver seven hundred fifty (750) gallons of winter blend diesel fuel sometime in the near future.
- **WWTP HVAC filters –** We replaced 26/29 paper air filters in the WWTP's HVAC system on the 30<sup>th</sup>.

**Fred E Doggett  
12/1/2017 10:31 AM**

## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for November 2017**

**By Nicholas Duvall**

We mowed Elm Grove and Woodlawn for the last time each during November. We have been mulching trees around Elm Grove. We have been settling graves, and hauling dirt. We also have been trimming trees at Elm Grove. We had one EAB meeting this month also. We have been also prepping snow removal equipment, and servicing weed trimmers to put away for the winter.

We have had 7 funerals at Elm Grove this month. This brings our total for the calendar year to 79. This month we plan to continue with services, settle graves, tree trimming, and begin with snow removal as weather dictates. We will also be working on records updating as time allows.

# Maintenance & Construction Department Report

11/18/17 12/1/17

**STREETS:** Personnel continued with the leaf vac program, with the timing of the leaves falling this year we will continue through mid December. Total number of loads thus far is 97. Personnel continued with alley work and pothole patching.

**WATER DISTRIBUTION:** Personnel repaired a water box (rod) located at 701 East Madison St. Personnel installed a 6 inch gate valve on East 5th St south of the Water Treatment Plant construction for a new fire hydrant. Personnel had 7 water shutoffs for nonpayment. Personnel repaired a water box (rod) at 732 South 8th Ave.

**SEWER COLLECTION:** Personnel had Hydro Klean rehab 3 manholes located at South 2nd Ave-McCreedy Drive, 1000 block East Adams St and Ash Lane-Cedar Drive (inside UP Campus), this work began Thursday Nov 30.

**STORM SEWER COLLECTION:** Personnel investigated a few storm lines that potentially had sanitary issues causing an odor.

**MECHANIC/SHOP:** Personnel serviced PD 97 (replaced gasket on cooler hose assembly & rotate tires), #105 (rotate tires) and #611 (picked up and repair wiring for plow and brake valve replacement).

**OTHER:** Personnel responded to 49 One Call Locates. Yard waste and brush pick up continued and won't conclude until mid December as such with the leaf pick up. Personnel hauled the snow plows back to the shop to get ready for the winter.

*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.*



## **Council Report for December 5<sup>th</sup>, 2017**

### **Water Dept.**

Construction continues on the new water plant. Footings have been poured and much of the new water lines have been installed.

EDR 3 has been taken out of service, leaving us with only EDR 1 and 2. This has a pretty drastic effect on our water quality considering that we can't continue to treat at the same capacity as before. This has led to a constant state of flux in terms of flows, chemical dosing, and water quality changes considering that some days we run on one well and some days we run on two. Overall though, we are staying in compliance and keeping the storage tanks at appropriate levels.

The South Tower was taken out of services in early November for repairs. Most of the work that was done was in preparation for the large-scale work that is going to take place in the spring. We did meet the requirements laid out by the DNR with regards to the holes in the roof. The tower was disinfected, passed a bacteria test, and put back into service on November 21<sup>st</sup>. The contractors will be back in the spring to finish making repairs and to recoat the tank.

We are waiting on the electrical components at Well 6. As soon as everything arrives, work will continue.

We still have yet to purchase a vehicle. When I called Mincer after council approved the purchase, they informed me that they could no longer order a 2017. In their defense, the availability of a 2017 was noted on their quote. I am going to get another round of quotes for a 2018 and bring them to council for approval.

### **Street/Traffic Lighting Dept.**

Not much to report here other than the reconfiguration at 2<sup>nd</sup> and Main seems to be going fine. There have been no reported accidents so far.

Chad McCleary, Superintendent

<b>POLICE</b>	ALLIANT ENERGY	SERVICE	218.91	
	BDH TECHNOLOGY	COMPUTER MAINTENANCE	21.25	
	CHARLES CAPPER AUTO CENTER INC	PARTS	231.10	
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	43.06	
	COBB OIL CO, INC.	FUEL	2,202.49	
	ELECTRONIC APPLICATIONS	LIGHTS 105'S VEHICLE/CAMERA MAINT	797.08	
	GOLDEN WEST INDUSTRIAL SUPPLY	LIGHT LED FLARES KIT	356.93	
	HANSEN, LYLE	REIMBURSEMENT FOR EQUIP	53.49	
	ISCIA	CONFERENCE	150.00	
	MARCO TECHNOLOGIES LLC.	COPIERS	238.31	
	MARCO, INC.	COPIERS	136.28	
	QUILL	OFFICE SUPPLIES	57.34	
	SEE, RON	REIMBURSEMENT-CLOTHING/BOX	302.90	
	UPS	SHIPPING	20.48	
	WAL-MART	VIDEO EQUIP, SOFTWARE, COR	179.46	
		<b>TOTAL</b>	<b>5,009.08</b>	
	<b>FIRE</b>	ALLIANT ENERGY	SERVICE	437.83
COBB OIL CO, INC.		FUEL	353.75	
GALLS LLC		FIRE HELMETS/BOOTS	811.38	
KIRKWOOD COMMUNITY COLLEGE		TRAINING	886.84	
MOORE'S BP AMOCO INC		FUEL	23.00	
WASH CO AMBULANCE		DEFIB PADS FOR AED	73.50	
WINDSTREAM IOWA COMMUNICATIONS		SERVICE	173.02	
		<b>TOTAL</b>	<b>2,759.32</b>	
<b>DEVELOP SERV</b>		COBB OIL CO, INC.	FUEL	136.41
		EICCD	CPR/AED TRAINING	5.00
	LUKE WASTE MANAGEMENT	TRASH ABATEMENT	45.00	
	WHOLESALE FIRE EQUIPMENT	FIRE EXTINGUISHER SUPPLIES	738.95	
		<b>TOTAL</b>	<b>925.36</b>	
<b>LIBRARY</b>	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00	
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	215.02	
	EICCD	CPR/AED TRAINING	45.00	
	J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIER MAINT	239.09	
	RAY, CAROL	REIMBURSEMENT FOR MED COST	370.00	
	RECORDED BOOKS LLC	AUDIO BOOKS	40.50	
	WCDC INC	WINDOW WASHING	30.00	
		<b>TOTAL</b>	<b>983.61</b>	
<b>PARKS</b>	ALLIANT ENERGY	SERVICE	75.94	
	CINTAS FIRST AID & SAFETY	MEDICAL KIT SUPPLIES	70.02	
	COBB OIL CO, INC.	FUEL	803.38	
	IDEAL READY MIX	PLAYSET/DISC GOLF CONCRETE	763.75	
	WASH CO RECORDER	GATOR REGISTRATION	17.75	
	WASHINGTON LUMBER	LUMBER	14.79	
		<b>TOTAL</b>	<b>1,745.63</b>	
<b>POOL</b>	ALLIANT ENERGY	ALLIANT ENERGY	74.33	
		<b>TOTAL</b>	<b>74.33</b>	
<b>CEMETERY</b>	ALLIANT ENERGY	SERVICE	124.11	
	ATCO INTERNATIONAL	EPOXY FOR HEADSTONES	229.30	
	CERTIFIED LABORATORIES	DE-ICER	199.85	
	SORRELL GLASS	PLEXIGLASS	152.62	
		<b>TOTAL</b>	<b>705.88</b>	
<b>FINAN ADMIN</b>	ALLIANT ENERGY	SERVICE	459.93	
	BAKER PAPER & SUPPLY	COPIER PAPER	88.05	
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	140.86	
	EARNEST, ILLA	MILEAGE REIMBURSEMENT	35.31	

EBERT SUPPLY CO.	CLEANING SUPPLIES	71.55
IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	225.00
POSTMASTER	PRESORT FEE	225.00
ROTARY CLUB OF WASHINGTON	MEALS AND DUES	122.80
STOREY KENWORTHY/MATT PARROTT	TAX FORMS	230.85
WAL-MART	WATER FOR MACHINE	2.68
WASH CO AUDITOR	ELECTION COSTS	2,604.45
	<b>TOTAL</b>	<b>4,206.48</b>

<b>AIRPORT</b>	BOLTON & MENK, INC.	WATER TOWER SURVEY	1,015.00
	JAMIESON, JEAN	NOVEMBER CLEANING	196.00
	STEVE'S SALES & SERVICE	REPAIR	27.00
		<b>TOTAL</b>	<b>1,238.00</b>

<b>ROAD USE</b>	ACE-N-MORE	TARP	59.99
	ARNOLD MOTOR SUPPLY	PARTS	229.39
	BINNS & STEVENS EXPLOSIVES INC	LIQUID CALCIUM	476.85
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	126.35
	CHEMSEARCH	SUPPLIES	408.37
	COBB OIL CO, INC.	FUEL	809.64
	COLMAN, DENNIS	REIMBURSEMENT	27.87
	DOUDS STONE LLC	ROADSTONE	770.77
	HIWAY SERVICE CENTER	PARTS	207.00
	KIMBALL MIDWEST	BATTERIES/PARTS	826.17
	LAWSON PRODUCTS INC	PARTS AND SUPPLIES	136.59
	MIDWEST WHEEL	PARTS	83.61
	MOORE'S BP AMOCO INC	FUEL	284.77
	MORNING SUN FARM	PART	465.84
	MOSE LEVY CO INC	STEEL	99.60
	RIVER PRODUCTS	ROADSTONE	755.85
	S & G MATERIALS	RECYCLING ASPHALT	635.47
	TRANS IOWA EQUIPMENT	PARTS	626.19
	ULINE	SAND BAGS	97.33
		<b>TOTAL</b>	<b>7,127.65</b>

<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	301.79
		<b>TOTAL</b>	<b>301.79</b>

<b>UNIFIED COMM UR-BRIARWOOD</b>	OVERLAND PROPERTIES, LLC	BRIARWOOD TIF REBATE	17,213.41
		<b>TOTAL</b>	<b>17,213.41</b>

<b>SC RES UR - OAKWOOD</b>	WASHINGTON STATE BANK	TIF PAYMENT - VOGELS	14,607.93
		<b>TOTAL</b>	<b>14,607.93</b>

<b>CAPITAL PROJECTS</b>	FOREVER DRY ROOFING INC.	ROOF REPAIR-RED BEAR	1,089.39
		<b>TOTAL</b>	<b>1,089.39</b>

<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	5,789.86
	ARMSTRONG HEATING & AIR CONDITIONING I	FURNACES MAINTENANCE	343.21
	POSTMASTER	BULK MAILING WATER BILLS	798.61
	WATER SOLUTIONS UNLIMITED	CHEMICALS	1,437.50
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	41.87
		<b>TOTAL</b>	<b>8,411.05</b>

<b>WATER DIST</b>	ACE-N-MORE	MARKING PAING	80.52
	ALLIANT ENERGY	ALLIANT ENERGY	308.25
	ARNOLD MOTOR SUPPLY	BATTERY	382.49
	CENTRE STATE INTERNATIONAL	PARTS	59.94
	COBB OIL CO, INC.	FUEL	370.92
	DOUDS STONE LLC	ROADSTONE	251.23
	GARD SPECIALISTS CO INC	PARTS	192.76
	HIWAY SERVICE CENTER	PARTS	184.72
	IOWA ONE CALL	SERVICE	161.70
	JOHN DEERE FINANCIAL	WRENCH/TAPE MEASURER	375.95
	NORTHERN SAFETY CO., INC.	PARTS	398.43

	TIFCO INDUSTRIES	SHOP SUPPLIES	294.83
	UTILITY EQUIPMENT CO	EQUIPMENT SUPPLIES	1,040.50
		<b>TOTAL</b>	<b>4,102.24</b>
<b>WATER CAPITAL PROJ</b>	DOUDS STONE LLC	S WATER TOWER DR & TURN AR	936.87
		<b>TOTAL</b>	<b>936.87</b>
<b>SEWER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	23.53
	COBB OIL CO, INC.	FUEL	413.02
	CONTROL INSTALLATIONS OF IOWA INC	GARAGE & FLOOR HEAT/MOTHER	1,483.79
	JETCO	SCADA SUPPORT CONTRACT	19,500.00
	TESTAMERICA LABORATORIES INC	TESTING	2,244.01
	TIFCO INDUSTRIES	SHOP SUPPLIES	162.30
	USA BLUEBOOK	TESTING SUPPLIES	814.67
		<b>TOTAL</b>	<b>24,641.32</b>
<b>SEWER COLLECT</b>	ARNOLD MOTOR SUPPLY	PARTS	27.06
	COBB OIL CO, INC.	FUEL	640.84
	G & R MILLER CONSTRUCTION	PARTS	36.51
	HIWAY SERVICE CENTER	PARTS	83.99
	IDEAL READY MIX	TIMBER RIDGE CEMENT	1,190.00
	JOHN DEERE FINANCIAL	PART	3.74
	MIDWEST WHEEL	PARTS	525.07
	USA BLUEBOOK	BLOWER WITH CANNISTER	507.72
		<b>TOTAL</b>	<b>3,014.93</b>
<b>SANITATION</b>	WASH CO HUMANE SOCIETY	COLLECTIONS FOR NOVEMBER	400.61
	LUKE WASTE MANAGEMENT	REFUSE, RECY, FALL CL & BULKY	32,150.25
		<b>TOTAL</b>	<b>32,550.86</b>
		<b>TOTAL</b>	<b>131,645.13</b>

Dear Council Members,

The University of Iowa Physical Activity Interventions class has been working to promote walkability and walking participation rates in Washington, Iowa. We have developed a website that includes: evidence based walking resources, complete street policy resources, a built environment assessment, safe walking routes, a mass media campaign called Washington Weekly 150, and community responses to their personal physical activity behavior. We encourage you, the city council members, health professionals, and community members, to use this information and tools for your communities benefit.

We have included several screenshots of our website as attachments for you to view as we present our findings and recommendations. We thank you for giving us the opportunity to come speak directly to you about our findings and ideas.

Sincerely,

Hugh Ritter and  
Julie Campbell

# WASHINGTON, IA

HOME WALKING RESOURCES WALKING ROUTES COMPLETE STREETS BUILT ENVIRONMENT MORE...



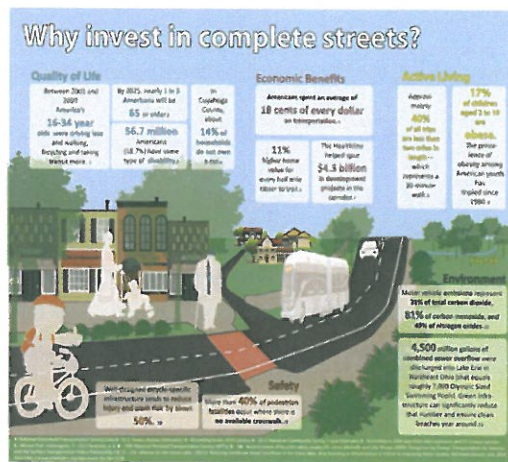
- This image above shows the front page of the website we've created.

HOME WALKING RESOURCES WALKING ROUTES COMPLETE STREETS BUILT ENVIRONMENT MORE...

## Complete Streets

### Overview

Complete streets are transportation and design policies that require streets, trails, and sidewalks to be planned, designed, operated, and maintained to promote safe, convenient and comfortable travel, regardless of the user's age, abilities, and mode of transportation (Smart Growth America). Implementing complete streets has been proven by numerous studies throughout the U.S. as well as, other Countries to promote health and environmental benefits. Complete streets: Address Chronic Diseases; Increase Physical Activity; Improve Safety; Reduce Human Exposure to Transportation-Related Emissions; Reduce Motor Vehicle-Related Injuries and Fatalities; and Reduce Transportation's Contribution to Air Pollution (U.S. Department of Transportation). If implemented in Washington, IA a complete streets policy would increase physical activity and improve the health of the town.



# WASHINGTON WEEKLY 150 CAMPAIGN

## What is "Washington Weekly 150"?

Washington Weekly 150 is a mass media campaign created through a partnership with Washington County Community Health and the University of Iowa to encourage walking 150 minutes a week (or only 22 minutes a day!) by you and the residents of Washington, Iowa; using resources from the community and evidence based research to help the community understand the benefits of getting regular weekly exercise and get out there!



## Why Should I Walk?/Benefits of Walking

- **Interested?**
  - Call (319) 653-2141
  - Website: <http://washingtonty.org/membership.aspx>



### Resources for when you can walk in the community:

- 27th Annual Candlelight Tour of Homes o December 2 nd 4-8 p.m.
- Park hours: sunrise to sunset
  - Kewash Nature Trail
  - Sunset Park
  - Central Park
- 5K
  - April 21, 2018
- Case Field High School Track
  - Sunrise to sunset

### Walk to Community Events such as:

- Community Fun Night
  - YMCA: 6-8 p.m.
  - November 15 th , December 15th
- Spokebuster's Full Moon Ride
  - December 3 rd
  - 4:30-5:30 p.m.
  - Sesquicentennial Park

### Options for elderly people in nursing homes:

- Organize walking groups in the gym facilities
  - Halcyon House
  - United Presbyterian Home

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



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

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## **Memorandum**

November 30, 2017

To: Mayor and City Council

Cc: Illa Earnest, City Clerk

From: Brent Hinson  
City Administrator

Re: Health Insurance Renewal

As the Council is aware, we had another tough health insurance renewal quote this year, with a 30.61% increase to continue with our current plan. We had another bad year for major claims in our group, and this contributed to the higher rates. Coupled with this, due to personnel changes and employees opting to switch their coverage, we had a net effect of 2 employees with family coverage that did not previously have it. This increased our cost of premiums, and more or less wiped out a chunk of the amount we had budgeted for a rate increase (we typically budget a 10% rate increase). Therefore, the net increase would affect the City's share of premiums and current budget by around \$104,000 if we made no changes. Based on this information, we have undertaken significant efforts to reduce the City's costs while maintaining the best plan possible for the employees.

We are on a non-Affordable Care Act (ACA) "grandmothered" plan, which we self-insure down to save money. We currently buy a plan from Wellmark that has \$3,000 single/\$6,000 family deductibles and \$6,000 single/\$12,000 family out-of-pocket maximums. We self-insure that down to \$1,000/\$2,000 deductibles and \$2,000/\$4,000 out-of-pocket maximums. This self-insurance saves us in the neighborhood of \$100,000 annually versus purchasing the lower deductible plan from Wellmark.

While we did examine options for higher deductible plans in the range of our current plan that would not trigger the requirement to switch to an ACA plan, these plans generally do not work to our financial benefit or that of the employees.

My recommendation is to switch to a Wellmark plan with \$5,000 single/\$10,000 family deductibles and \$10,000 single/\$20,000 family out-of-pocket maximums, self-insured down to \$1,000/\$2,000 deductibles and \$3,000/\$6,000 out-of-pocket maximums. The net effect to the City would be reduced to a \$58,000 increase under this plan. While the employees would take on additional risk with higher out-of-pocket maximums, they would



keep the same deductibles, co-pays and co-insurance. The City does also take on more risk thru the increase in self-insurance, but our track record on usage over the past five years indicates the program is working very well, and we currently have around a \$160,000 balance in the self-insurance fund to cushion against additional self-insurance usage. See the table below for a quick summary of the proposed changes; much more detail is provided on the attachment.

<u>Item</u>	<u>Current Plan</u>	<u>Proposed Plan</u>
Deductibles- Purchased	\$3,000/\$6,000	\$5,000/\$10,000
Deductibles- Net to Employee (after self-ins)	\$1,000/\$2,000	\$1,000/\$2,000
Out-of-Pocket Maximum- Purchased	\$6,000/\$12,000	\$10,000/\$20,000
Out-of-Pocket Max- Net to Employee (after self-ins)	\$2,000/\$4,000	\$3,000/\$6,000
Premium Cost to City	\$453,114.08	\$511,309.84
Premium Cost to Employees	\$86,102.98	\$93,899.24

I look forward to discussion at the meeting.

City of Washington  
Health Insurance Cost Analysis  
November 30, 2017

	<u>Family</u>	<u>Emp/Ch</u>	<u>Emp/Sp</u>	<u>Single</u>	<u>Subtotal</u>	<u>Total</u>	Increase % Vs. Actual	Increase % Vs. Budget
<b>Budgeted</b> Coverages	8	6	9	23		46		
Budgeted City Cost	\$ 111,063.46	\$ 51,379.27	\$ 83,379.62	\$ 134,565.73	\$ 380,388.08			
Budgeted City Cost of Self-Ins	\$ 16,648.00	\$ 12,486.00	\$ 18,729.00	\$ 24,863.00	\$ 72,726.00	<b>\$ 453,114.08</b>		
Budgeted Employee Cost	\$ 37,021.82	\$ 17,126.42	\$ 27,793.21	\$ 4,161.53		<b>\$ 86,102.98</b>		
<b>Actual</b> Coverages (10/31/17)	10	7	6	23		46		
Current City Cost	\$ 132,219.34	\$ 57,088.35	\$ 52,939.42	\$ 128,156.23	\$ 370,403.34			
Current City Cost of Self-Ins	\$ 20,810.00	\$ 14,567.00	\$ 12,486.00	\$ 24,863.00	\$ 72,726.00	<b>\$ 443,129.34</b>		
Current Employee Cost	\$ 44,073.11	\$ 19,029.45	\$ 17,646.47	\$ 3,963.59		<b>\$ 84,712.63</b>		
<b>Renewal of Current Plan at 1/1/18, Self-Insure OPM down to \$2,000/\$4,000 (Current)</b>								
Renewal City Cost	\$ 172,686.60	\$ 74,561.13	\$ 69,142.14	\$ 167,378.54	\$ 483,768.41			
Renewal City Cost of Self-Ins	\$ 20,900.00	\$ 14,630.00	\$ 12,540.00	\$ 25,070.00	\$ 73,140.00	<b>\$ 556,908.41</b>	25.68%	22.91%
Renewal Employee Cost	\$ 57,562.20	\$ 24,853.71	\$ 23,047.38	\$ 5,176.66		<b>\$ 110,639.95</b>	30.61%	28.50%

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Plan 2: Wellmark PPO Plan WYB/X45, Self-Insure OPM down to \$3,000/\$6,000 (Current is \$2,000/\$4,000); cut SI to 20% <b>*Proposed</b>								
Plan 2 City Cost	\$ 146,557.80	\$ 63,279.09	\$ 58,680.72	\$ 142,052.23	\$ 410,569.84			
Plan 2 City Cost of Self-Ins	\$ 28,900.00	\$ 20,230.00	\$ 17,340.00	\$ 34,270.00	\$ 100,740.00	<b>\$ 511,309.84</b>	15.39%	12.84%
Plan 2 Employee Cost*	\$ 48,852.60	\$ 21,093.03	\$ 19,560.24	\$ 4,393.37		<b>\$ 93,899.24</b>	10.84%	9.05%
Plan 3: Wellmark PPO Plan WYA/X45, Self-Insure OPM down to \$4,000/\$8,000 (Current is \$2,000/\$4,000)								
Plan 3 City Cost	\$ 158,054.40	\$ 68,242.86	\$ 63,283.68	\$ 153,197.42	\$ 442,778.36			
Plan 3 City Cost of Self-Ins	\$ 16,900.00	\$ 11,830.00	\$ 10,140.00	\$ 20,470.00	\$ 59,340.00	<b>\$ 502,118.36</b>	13.31%	10.81%
Plan 3 Employee Cost*	\$ 52,684.80	\$ 22,747.62	\$ 21,094.56	\$ 4,738.06		<b>\$ 101,265.04</b>	19.54%	17.61%
Plan 4: Wellmark PPO Plan WYB/X45, Self-Insure OPM down to \$4,000/\$8,000 (Current is \$2,000/\$4,000)								
Plan 4 City Cost	\$ 146,557.80	\$ 63,279.09	\$ 58,680.72	\$ 142,052.23	\$ 410,569.84			
Plan 4 City Cost of Self-Ins	\$ 24,900.00	\$ 17,430.00	\$ 14,940.00	\$ 29,670.00	\$ 86,940.00	<b>\$ 497,509.84</b>	12.27%	9.80%
Plan 4 Employee Cost*	\$ 48,852.60	\$ 21,093.03	\$ 19,560.24	\$ 4,393.37		<b>\$ 93,899.24</b>	10.84%	9.05%

**Rate Tables**

	<u>Family</u>	<u>Emp/Ch</u>	<u>Emp/Sp</u>	<u>Single</u>
Monthly Rate- City Budget	\$ 1,156.91	\$ 713.60	\$ 772.03	\$ 487.56
Monthly Rate- Emp Budget	\$ 385.64	\$ 237.87	\$ 257.34	\$ 15.08
Monthly Rate- City Current	\$ 1,101.83	\$ 679.62	\$ 735.27	\$ 464.33
Monthly Rate- Emp Current	\$ 367.28	\$ 226.54	\$ 245.09	\$ 14.36
Monthly Rate- City Renewal 1	\$ 1,439.06	\$ 887.63	\$ 960.31	\$ 606.44
Monthly Rate- Emp Renewal 1	\$ 479.69	\$ 295.88	\$ 320.10	\$ 18.76
Monthly Rate- City Plan 2	\$ 1,221.32	\$ 753.32	\$ 815.01	\$ 514.68
Monthly Rate- Emp Plan 2	\$ 407.11	\$ 251.11	\$ 271.67	\$ 15.92
Monthly Rate- City Plan 3	\$ 1,317.12	\$ 812.42	\$ 878.94	\$ 555.06
Monthly Rate- Emp Plan 3	\$ 439.04	\$ 270.81	\$ 292.98	\$ 17.17
Monthly Rate- City Plan 4	\$ 1,221.32	\$ 753.32	\$ 815.01	\$ 514.68
Monthly Rate- Emp Plan 4	\$ 407.11	\$ 251.11	\$ 271.67	\$ 15.92

\* Employee cost does not include potential extra expense for higher Out-of-Pocket Maximums

# Partially Self Funded Cost Comparison for City of Washington

*Not Examined*      *Not Examined*

	Current	Renewal	OPTION 1	OPTION 2
	Wellmark BCBS of Iowa Alliance Select OBS 118758-54/174650-12	Wellmark BCBS of Iowa Alliance Select 118758-55/174650-13	Wellmark BCBS of Iowa Alliance Select 118758-56/174650-13	Wellmark BCBS of Iowa Alliance Select 118758-56/174650-13
<b>Carrier Issued Plan</b>	\$3,000/\$6,000 Ded \$6,000/\$12,000 OPM	\$3,000/\$6,000 Ded \$6,000/\$12,000 OPM	<b>\$4,000/\$8,000 Ded</b> <b>\$8,000/\$16,000 OPM</b>	<b>\$5,000/\$10,000 Ded</b> <b>\$10,000/\$20,000 OPM</b>
<b>Partially Self Funded</b>	\$1,000/\$2,000 Ded \$2,000/\$4,000 OPM	\$1,000/\$2,000 Ded \$2,000/\$4,000 OPM	\$1,000/\$2,000 Ded \$2,000/\$4,000 OPM	\$1,000/\$2,000 Ded \$2,000/\$4,000 OPM
<b>Total Annual Estimated Carrier Premium</b>	\$478,765.68	\$625,295.76	\$572,313.60	\$530,683.08
<b>Projected Exposure (25%)</b>	\$72,000.00	\$72,000.00	\$108,000.00	\$144,000.00
<b>Admin Fees</b>	\$4,230.00	\$4,230.00	\$4,230.00	\$4,230.00
<b>TOTAL PLAN COST</b>	\$554,995.68	\$701,525.76	\$684,543.60	\$678,913.08
<b>Percentage Change</b>		26.40%	23.34%	22.33%
<b>Annual Dollar Change</b>		\$146,530.08	\$129,547.92	\$123,917.40

\*Admin Fees include \$7.50 pepm

# Partially Self Funded Cost Comparison for City of Washington

*Not examined*

*\* Recommended*

	OPTION 3 Wellmark BCBS of Iowa Alliance Select 118758-56/174650-13	OPTION 4 Wellmark BCBS of Iowa Alliance Select 118758-56/174650-13	OPTION 5 Wellmark BCBS of Iowa Alliance Select 118758-56/174650-13	OPTION 6 Wellmark BCBS of Iowa Alliance Select 118758-56/174650-13
<b>Carrier Issued Plan</b>	<b>\$4,000/\$8,000 Ded</b> <b>\$8,000/\$16,000 OPM</b>	<b>\$5,000/\$10,000 Ded</b> <b>\$10,000/\$20,000 OPM</b>	<b>\$4,000/\$8,000 Ded</b> <b>\$8,000/\$16,000 OPM</b>	<b>\$5,000/\$10,000 Ded</b> <b>\$10,000/\$20,000 OPM</b>
<b>Partially Self Funded</b>	\$1,000/\$2,000 Ded <b>\$3,000/\$6,000 OPM</b>	\$1,000/\$2,000 Ded <b>\$3,000/\$6,000 OPM</b>	\$1,000/\$2,000 Ded <b>\$4,000/\$8,000 OPM</b>	\$1,000/\$2,000 Ded <b>\$4,000/\$8,000 OPM</b>
<b>Total Annual Estimated Carrier Premium</b>	\$572,313.60	\$530,683.08	\$572,313.60	\$530,683.08
<b>Projected Exposure (25%)</b>	\$90,000.00	\$126,000.00	\$72,000.00	\$108,000.00
<b>Admin Fees</b>	\$4,230.00	\$4,230.00	\$4,230.00	\$4,230.00
<b>TOTAL PLAN COST</b>	\$666,543.60	\$660,913.08	\$648,543.60	\$642,913.08
<b>Percentage Change</b>	20.10%	19.08%	16.86%	15.84%
<b>Annual Dollar Change</b>	\$111,547.92	\$105,917.40	\$93,547.92	\$87,917.40

\*Admin Fees include \$7.50 pepm

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



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

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## **Memorandum**

December 1, 2017

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

From: Brent Hinson   
City Administrator

Re: Stoplights at East Main & Second Avenue

We've now had two months to experience and evaluate potential changes to the East Main-Second Avenue stoplights. The results of our experiment in switching the north-south lights to flashing yellow and the east-west lights to flashing red seem to be mixed. We have heard some positive comments about not having to stop when traveling north-south, some comments from those that think the current setup is confusing (people stopping at the flashing yellows, for example), and some concerns about sight distance at the intersection for east-west traffic. In some way, I personally agree with all of these observations.

I would describe the Council's choices for moving forward as follows:

- 1) Keep stoplights as-is (flashing yellow/flashing red) for the time being
- 2) Keep stoplights and switch to 4-way flashing red
- 3) Remove stoplights; 2-way stop east-west
- 4) Remove stoplights; 2-way stop east-west with hanging flashing light
- 5) Remove stoplights; 4-way stop

One of the challenges of inserting stop signs at this location is figuring out where to physically place them. It's a wide intersection, and with stoplights placed on the other side of the curb, we could easily have issues with people running the stop signs (in either direction, in the case of the 4-way stop plan). Also, correcting sight-distance issues in the two-way stop plans involves the probable removal of several parking stalls, which are always at a premium in a downtown area.

Based on the potential complexity of the issues involved, I think it could be reasonable to have a traffic engineer review the intersection and offer recommendations, but I am open to your thoughts as to how best proceed on this matter.

# 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 27<sup>th</sup> day of November, 2017 and terminates on the 27<sup>th</sup> day of December, 2018. 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: Kathryn Shubert

Title \_\_\_\_\_

Title President

Date \_\_\_\_\_

Date 11/28/17



**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: <u>Valdys Skuldas</u>
Title _____	Title <u>President</u>
Date _____	Date <u>11/28/17</u>

**ADDENDUM B**

Client: \_\_\_\_\_ **Impressions Custom Computers, Inc.**  
By: \_\_\_\_\_ By: Walter Skulski  
Title \_\_\_\_\_ Title President  
Date \_\_\_\_\_ Date 11/28/17

Compensation for Services:

\$1800 per year and a hourly rate of \$75



# Impressions Computers, Inc.

108 W. Main St., Suite B

Washington, IA 52353

(319)653-2969

# Invoice

DATE	INVOICE #
11/27/2017	985148

BILL TO
City of Washington 215 E. Washington P.O. Box 516 Washington, IA 52353

DESCRIPTION	AMOUNT
Yearly Contractual Full IT	1,800.00
Payment in full is due upon receipt. Thank You!	<b>Total</b> \$1,800.00

# 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 27<sup>th</sup> day of November, 2017 and terminates on the 29<sup>th</sup> day of December, 2018. 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:** \_\_\_\_\_  
By: \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Impressions Custom Computers, Inc.**  
By: Kathryn Skub  
Title President  
Date 11/28/17

**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: *Harvey Sh...*  
Title \_\_\_\_\_ Title *President*  
Date \_\_\_\_\_ Date *11/28/17*

**ADDENDUM B**

Client: \_\_\_\_\_ **Impressions Custom Computers, Inc.**  
By: \_\_\_\_\_ By: Hollyn Skubal  
Title \_\_\_\_\_ Title President  
Date \_\_\_\_\_ Date 11/28/17

Compensation for Services:

\$1800 per year and a hourly rate of \$75

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



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

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## **Memorandum**

November 30, 2017

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

From: Brent Hinson  
City Administrator

Re: Computer Use Policy for Elected Officials

The City Council adopted the attached policy in 2014 regarding issuance of laptops/tablet computers to elected officials. I have received questions regarding the repurchase schedule for departing officials, and was asked to put this on the agenda for discussion.



## RESOLUTION NO. 2014-004

### A RESOLUTION ADOPTING A COMPUTER USE POLICY FOR ELECTED OFFICIALS

WHEREAS, the City has adopted an Electronic Communication Policy in its Personnel Policies; and

WHEREAS, this policy recognizes that computers and the internet are very valuable as a business tool, but clear guidelines need to be established to define and govern usage, and the same applies to issuance of tablet or laptop computers to the Mayor and City Councilors:

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

Section 1. The City Council directs that a new Computer Usage Policy for Elected Officials as follows:

#### **COMPUTER USAGE POLICY FOR ELECTED OFFICIALS**

This policy is intended to establish guidelines for elected officials regarding City-provided computers.

##### Usage Standards & Guidelines

As a general matter, elected officials are expected to comply with all applicable provisions of the City's Electronic Communication Policy.

##### Issuance of Computers

Computers will be issued to newly elected officials, and are typically expected to be used for at least a four-year elected term. The City retains ownership of any such computers, and purchase shall be coordinated through the City Administrator. Any such computers will be equipped for Wi-Fi usage but typically not 4G/LTE (or successor wireless mobile phone network standard) usage, and the precise brand or model may differ based on the elected official's preferences. The cost of the computers will be reviewed prior to purchase to ensure consistency in cost and capabilities between previously purchased computers and the computer being considered for purchase. By accepting a computer for City use, the elected official agrees to waive receiving printed meeting packets produced by staff, unless specifically requested by the elected official.

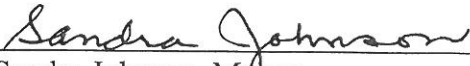
##### Replacement/Return of Computers

Upon completion of an elected official's term of office or resignation from office, the elected official may return the computer to City Hall by the end of their term, or choose to purchase the computer from the City according to the following schedule:

<u>Years from Issuance</u>	<u>Percentage of Original Price</u>
0 to 1 years	100%
1 year 1 day-2 years	80%
2 years 1 day to 3 years	60%
3 years 1 day to 4 years	40%
4 years 1 day or more	20%

Section 2. The schedule identified above may also be applied to elected official purchase of any City-owned laptops issued prior to the date of this resolution.

PASSED AND APPROVED this 2<sup>nd</sup> day of January, 2014.

  
Sandra Johnson, Mayor

ATTEST:

  
Illa Earnest, City Clerk

# 92-887

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2018 - AMENDMENT #1

To the Auditor of WASHINGTON County, Iowa:

The City Council of Washington in said County/Countries met on 12/5/2017, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. \_\_\_\_\_ <== ENTER RESOLUTION NUMBER

**A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018**  
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Washington

Section 1. Following notice published 11/27/2017

and the public hearing held, 12/5/2017 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property 1	3,477,181	0	3,477,181
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
<b>Net Current Property Taxes 3</b>	<b>3,477,181</b>	<b>0</b>	<b>3,477,181</b>
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	257,820	0	257,820
Other City Taxes 6	872,158	0	872,158
Licenses & Permits 7	122,375	0	122,375
Use of Money and Property 8	158,065	0	158,065
Intergovernmental 9	2,715,978	214,340	2,930,318
Charges for Services 10	5,091,797	0	5,091,797
Special Assessments 11	30,000	0	30,000
Miscellaneous 12	336,991	0	336,991
Other Financing Sources 13	6,920,630	0	6,920,630
Transfers In 14	7,396,185	756,226	8,152,411
<b>Total Revenues and Other Sources 15</b>	<b>27,379,180</b>	<b>970,566</b>	<b>28,349,746</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety 16	1,885,460	0	1,885,460
Public Works 17	1,309,041	0	1,309,041
Health and Social Services 18	0	0	0
Culture and Recreation 19	872,399	10,000	882,399
Community and Economic Development 20	69,666	0	69,666
General Government 21	1,104,693	0	1,104,693
Debt Service 22	1,231,668	0	1,231,668
Capital Projects 23	5,007,471	243,350	5,250,821
Total Government Activities Expenditures 24	11,480,398	253,350	11,733,748
Business Type / Enterprises 25	10,505,833	803,501	11,309,334
<b>Total Gov Activities &amp; Business Expenditures 26</b>	<b>21,986,231</b>	<b>1,056,851</b>	<b>23,043,082</b>
Transfers Out 27	7,396,185	0	7,396,185
<b>Total Expenditures/Transfers Out 28</b>	<b>29,382,416</b>	<b>1,056,851</b>	<b>30,439,267</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29</b>	<b>-2,003,236</b>	<b>-86,285</b>	<b>-2,089,521</b>
Beginning Fund Balance July 1 30	6,103,895	6,766,246	12,870,141
<b>Ending Fund Balance June 30 31</b>	<b>4,100,659</b>	<b>6,679,961</b>	<b>10,780,620</b>

Passed this \_\_\_\_\_ day of \_\_\_\_\_  
(Day) (Month/Year)

Signature  
City Clerk/Finance Officer

Signature  
Mayor

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



*215 East Washington Street  
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## **Memorandum**

November 30, 2017

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

From: Brent Hinson  
City Administrator

Re: Strategic Priorities for 2018 and 2019

Attached is a proposed goals resolution for calendar years 2018 and 2019. I have tried my best to organize the resolution and to reflect the discussion held at the November 28 meeting. I did send a draft resolution to Mark Jackson to make sure the resolution reflected his understanding, and the resolution reflects a couple of adjustments based on his comments.

Pending your approval, I will try to turn around on a strategic priorities work plan for your consideration at the December 19 meeting.

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

**A RESOLUTION SETTING STRATEGIC PRIORITIES  
FOR THE CITY OF WASHINGTON**

WHEREAS, the City Council sees the importance of strategic planning as a method for confronting the many challenges and opportunities presented our community; and

WHEREAS, the City Council met in special session on November 28, 2017 to update its top strategic priorities for 2018 and 2019:

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

Section 1. The City Council establishes the following as its top strategic priorities for 2018 and 2019:

- Design & construct Wellness Park Phase I improvements
- Sewer inflow/infiltration (I/I)
  - Construct major I/I improvements in southeast sewer basin
  - Continue evaluation of “egg” sewer basin
- Promote housing development
  - Continue to pursue single-family housing development(s), including looking for new ways to partner in development
  - Participate in countywide housing study
- Move forward on the construction of a new Fire Station and design of improvements to City Hall/Police facilities

Section 2. The City Council establishes the following as additional high strategic priorities for 2018 and 2019:

- Maintain & improve sidewalk infrastructure
  - Design & construct East Washington sidewalk
  - Implement trip hazards program
- Improve communication to public, including communication of accomplishments
  - Complete the redesign of City website
  - Implement an e-newsletter
  - Seek to actively communicate City accomplishments
- Review of Police Department
  - Staffing, technology, purchasing, management of calls
  - Consider utilizing an outside consultant

- Continue to emphasize improved private property maintenance
  - Investigate partnership with East Central Iowa Housing Trust Fund/ Federal Home Loan Bank program using Low and Moderate Tax Increment Financing (LMI TIF) funds to supplement program for home improvements for low and moderate-income residents
  - Increase proactive approach to nuisance enforcement
- Through Hotel/Motel Tax Fund Administration Committee, help to “define” Washington, and effectively promote ourselves to internal and external audiences

Section 3. While keeping in mind the broad range of important priorities the City may have, the City Council establishes its intent that the following long-term priorities and projects will receive continued emphasis:

- Continue to update & implement Capital Improvements Plan (CIP) and focus on maintaining & upgrading infrastructure
- Complete evaluation of all three sewer basins and strongly emphasize efforts toward eliminating sources of inflow/infiltration (I/I) into the sanitary sewer system
- Promote business development
  - Continue development of West Buchanan Street corridor to Highway 1/ Business Park Phase II
- Actively promote increased housing development
  - Continue acquisition & demolition of nuisance properties, then resale of lots
  - Consider CDBG housing rehabilitation & other programs
  - Pursue both single and multi-family housing development
- Complete Police/Fire/City Hall building improvements
- Promote improvements to parks & recreation, through construction projects and broadening community support & engagement.
  - Continued development of Wellness Park buildout
  - Additional park projects as per five-year CIP
  - Continued development of pedestrian/bicycle infrastructure, including trails

Section 4. The City Council recognizes the following items as organizational values that it will seek to uphold in its deliberations and actions:

- Maintain public trust
- Maintain public safety
- Maintain strong financial condition
- Support economic development efforts & programming

- Strategic and cost-effective deployment of resources, utilizing long-range planning to the greatest extent possible and in accordance with adopted plans

Section 5. The City Council commits to seeing that all of the above goals remain top priorities for the coming years and that continuing progress be made toward on-going commitments and priorities. The City Administrator is directed to provide regular updates to allow for proper benchmarking. Strategic Priorities are to be reviewed regularly.

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2017.

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Sandra Johnson, Mayor

ATTEST:

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Illa Earnest, City Clerk

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



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## **Memorandum**

November 30, 2017

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

From: Brent Hinson   
City Administrator

Re: Property Acquisition- West 7<sup>th</sup> Street Extension

Following a closed session at the May 2, 2017 meeting, I initiated discussions with Joe & Kathy Wallace regarding acquisition of the end of West 7<sup>th</sup> Street to allow for a shorter and more economical route to access the Wellness Park than coming off 5<sup>th</sup> Street along the approximate route of the North Tower access road. Our first meeting went very well, but sadly, Joe passed away unexpectedly not long after that, and so we didn't proceed any further until recently.

The agreement includes a swapping of a parcel to Mrs. Wallace that would otherwise be excess right-of-way, but will allow for a reasonable setback of their existing garage from the right-of-way. With the property we are acquiring, we are also getting a shed from them that will need to be removed to extend the street.

I believe this agreement provides an excellent deal to both parties, and I ask for your approval so that we can proceed.



Wellness Park

Future W 7th Street Extension

W 7th Street

Location of Proposed  
Property Acquisition

Future Trail to Kewash Trail and Future YMCA

PHASE 1

PHASE 2

Current Future YMCA Site Plan

West 7th Land Acquisition,  
December 2017

Highway 33, 30155/41000, 08, 10/10/17

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

**A RESOLUTION APPROVING LAND EXCHANGE AGREEMENT**

WHEREAS, the City Council authorized the City Administrator to negotiate the purchase of a certain property located west of the existing right-of-way of West 7<sup>th</sup> Street for future City use as an access to the Wellness Park; and

WHEREAS, the City Administrator has conducted such negotiations and reached an accepted offer with the property owner; and

WHEREAS, in the course of these negotiations, it was also determined prudent for the City to trade a smaller parcel to the property owner to allow for the appropriate building setback for an existing garage.

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

Section 1. The City Council hereby approves the attached Land Exchange Agreement with Kathy Wallace.

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

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

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

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

## LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the "Agreement") is entered into by and between the City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353, (hereafter the "City"); and Kathy Wallace, a single person, (hereafter "Wallace").

WHEREAS, the City is the owner of that certain property depicted on Exhibit "A" attached hereto and incorporated into this Agreement by this reference and labeled as "Land transferred to Wallace" (the "City Property"); and

WHEREAS, Wallace is the owner of that certain property depicted on Exhibit "A" which is labeled "ROW Transferred to City" (the "Wallace Property"); and

WHEREAS, the City is proposing to construct an extension of W. 7<sup>th</sup> Street across the Wallace Property (the "Project"); and

WHEREAS, there is currently a shed on the Wallace Property that the City will need to acquire as part of this transaction; and

WHEREAS, Wallace has agreed to sell the Wallace Property to the City under the terms and conditions described below.

NOW, THEREFORE, the parties agree as follows:

1. That upon execution of this Agreement and the receipt of a quit claim deed from Wallace, the City shall pay the sum of \$10,000 to Wallace to acquire the Wallace Property.
2. That after receiving the quit claim deed described in paragraph 1 above, the City shall convey, via quit claim deed, the City Property to Wallace.
3. That is the Washington County Auditor requires plat(s) of survey to effectuate this transaction, it shall be the City's responsibility to obtain said surveying services at the City's sole cost.
4. The City shall pay all of the recording costs for the documentation necessary to finalize this transaction.

5. That Wallace shall have a period of sixty (60) days after the exchange of quit claim deeds to remove any personal property from the shed currently located on the Wallace Property.

6. That the City shall be responsible for the demolition of the shed located on the Wallace Property after Wallace has removed all of her personal property from the shed.

7. That the City hereby agrees that it will not assess the costs of the Project against Wallace or any of its assigns and successors for a period of twenty (20) years from the date of this Agreement.

8. That the provisions of this Agreement shall run with the land and shall be binding on any assigns or successors of interest of the City and Wallace.

Dated this 1<sup>st</sup> of December, 2017.

By: Kathy Wallace  
Kathy Wallace

CITY:

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

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

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This document was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, BY Sandra Johnson and Illa Earnest as Mayor and City Clerk respectively of the City of Washington.

\_\_\_\_\_  
Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This document was acknowledged before me on this 1st day of December, 2017, by Kathy Wallace, a single person.

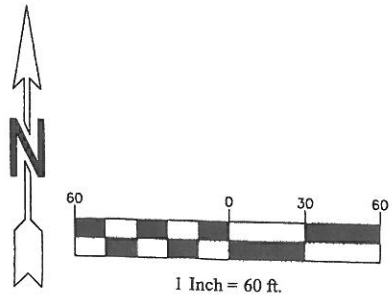
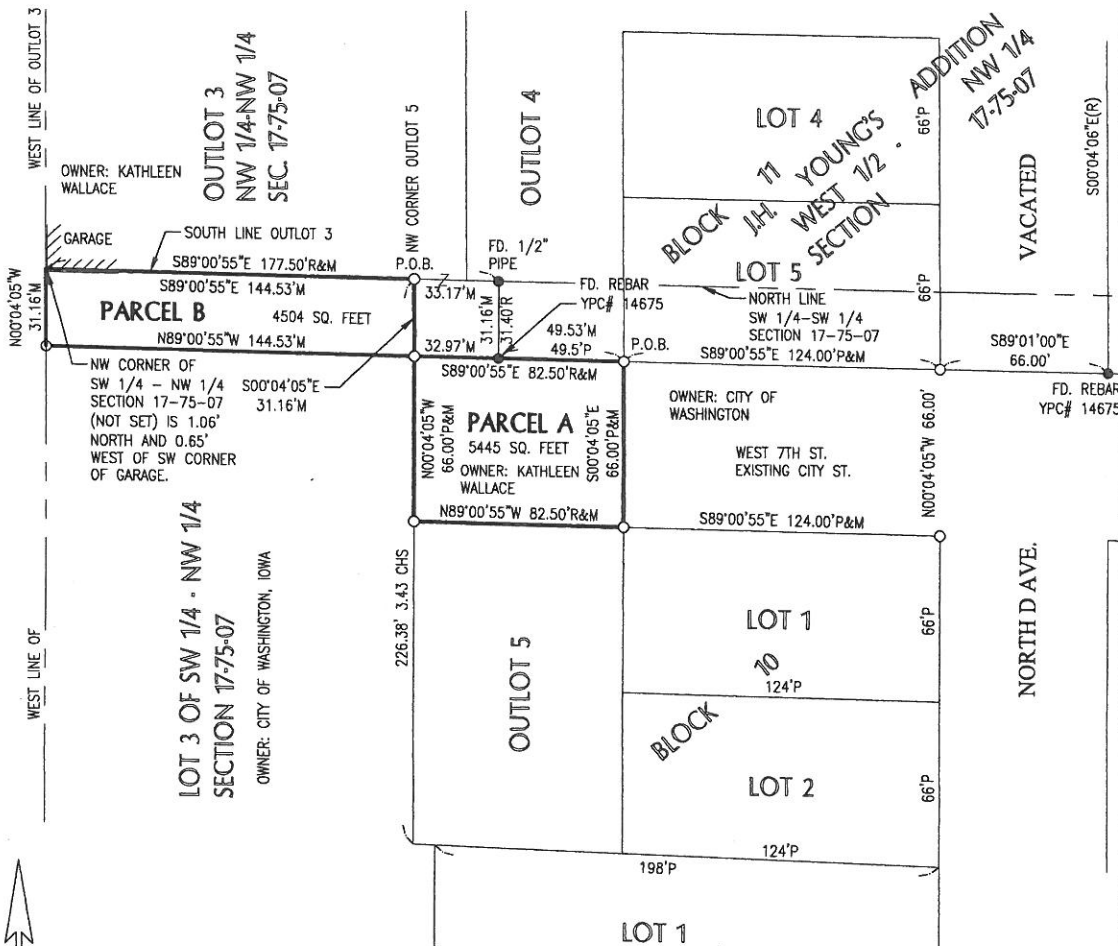


\_\_\_\_\_  
Notary Public

# PLAT OF SURVEY

Parcel A is a part of Outlot Five (5) of J.H. Young's Addition to the City of Washington, Iowa in part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) Section Seventeen (17), Township Seventy-Five (75) North, Range Seven (7) West of the 5th P.M. in Washington County, Iowa and is more particularly described as follows: Beginning at the Southwest corner of Lot 5 of Block Eleven (11) of J.H. Young's Addition; thence South 00°04'05" East 66.00 feet to the Northwest corner of Lot One (1) of Block Ten (10) of J.H. Young's Addition; thence North 89°00'55" West 82.50 feet to the West line of Outlot 5; thence North 00°04'05" West 66.00 feet along the West line of Outlot 5; thence South 89°00'55" East 82.50 feet to the Point of beginning, containing 5445 square feet. The Bearings in this description are in accord with those of a plot of Survey by Mark A. Stein P.L.S. dated March 1, 2000, recorded in Book 14 on page 382.

Parcel B is a part of Lot Three (3) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) Section Seventeen (17), Township Seventy-Five (75) North, Range Seven (7) West of the 5th P.M. in the City of Washington, Iowa and is more particularly described as follows: Beginning at the Northwest corner of Outlot Five (5) of J.H. Young's Addition to the City of Washington; thence South 00°04'05" 31.16 feet along the West line of said Outlot 5; thence North 89°00'55" West 144.53 feet to the West line of said SW 1/4 of the NW 1/4 Section 17; thence North 00°04'05" West 31.16 feet along said West line to the Southwest corner of Outlot 3 of J.H. Young's Addition; thence South 89°00'55" East 144.53 feet along the South line of said Outlot 3 to the Point of Beginning, containing 4504 Square feet. The Bearings in this description are in accord with those of a Plat of Survey by Mark A. Stein P.L.S. dated March 1, 2000, recorded in Book 14 on page 382.



- ▲ = SECTION CORNER FOUND
- △ = SECTION CORNER SET
- = PROPERTY CORNER FOUND
- = PROPERTY CORNER SET
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION
- YPC = YELLOW PLASTIC CAP

**SHEET 2 OF 2**

<b>CITY OF WASHINGTON</b> <b>PARCEL A OF OUTLOT 5 AND</b> <b>PARCEL B OF LOT 3 SW 1/4 - NW 1/4</b> <b>SECTION 17-75-07</b> <b>WASHINGTON, IOWA</b>		
DATE: 10-25-17	DRN. AML	APP. <i>[Signature]</i>
FLD.BK. 69-9C	PROJ.NO. 6017300	