



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, JUNE 6, 2017

Call to Order

Pledge of Allegiance

Roll call

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

Consent:

1. Council Minutes 05-16-2017
2. Council Minutes 05-30-2017
3. Harris Global Software, Annual TAC 10 Maintenance, \$11,342.00
4. Garden & Assoc., 2017 Seal Coat Project, \$1,745.25
5. Bolton & Menk, Washington Airport/Construct Apron, \$2,720.00
6. A & R Land Services, ROW Services – E. Adams St. Improvement Project, \$130.00
7. Moore's BP, 1061 W. Madison St., Cigarette Permit, **(renewal)**
8. Corner Stop, 100 E. Madison St., Cigarette Permit, **(renewal)**
9. Smokin' Joe's Tobacco & Liquor Outlet #9, 304 W. Madison St., Cigarette Permit, **(renewal)**
10. BP One Trip, 1504 E. Washington St., Cigarette Permit **(renewal)**
11. Dollar General Store #2237, 1506 E. Washington St., Cigarette Permit **(renewal)**
12. Department Reports

Consent - Other:

Claims and Financial Reports:

Claims as Presented.

SPECIAL PRESENTATION

Discussion and Consideration of Resolution Approving Washington Farmers' Market Fiscal Agreement.

Farmers Market Presentation.

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

NEW BUSINESS

Discussion and Consideration of Affirm Mayoral Appointment to Washington Library Board – Rick Hofer.

Discussion and Consideration of Parks Equipment Purchases.

Discussion and Consideration of COBRA Extension Request – Tim Widmer.

Discussion and Consideration of Task Order for Egg Sewer Relocation.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Public Hearing: Sale of 123 E. 2nd Street.

Discussion and Consideration of a Resolution Placing the Imposition of a Local Hotel and Motel Tax on the Election Ballot.

Discussion and Consideration of a Resolution Approving Guidelines for a Downtown Incentive Grant (DIG) Program and Renaming Fund 050 as Downtown Incentive Grant Fund.

Discussion and Consideration of an Ordinance Amending Code of Ordinances Section 41.12 (Fireworks).

Discussion and Consideration of an Ordinance Amending Code of Ordinances Section 55 (Animal Control & Protection).

Discussion and Consideration of a Resolution Accepting Bid for Soil Remediation and Disposal at Old Water Tower Site.

Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer.

Discussion and Consideration of a Resolution Changing a Regular Meeting Date (Scheduled July 4 Meeting)

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

Closed Session per Iowa Code 21.5 (i) Personnel

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 05-16-2017

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, May 16, 2017. Mayor Johnson in the chair. On roll call present: DeLong, Janecek, Rosien, Youngquist. Absent: Gault, Salazar.

Motion by DeLong, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, May 16, 2017 be approved as amended. Motion carried. The closed session was struck from the agenda.

Consent:

1. Council Minutes May 2, 2017
2. Application for Tax Abatement (301 E. 5th St.) – Rodney & Rita Stogdill,
3. Bankers Trust, GO Loan Note, Series 2009, \$139,285.00
4. Bankers Trust, GO Loan Note, Series 2015, \$190,093.75
5. Bankers Trust, GO Loan Note, Series 2016B, \$43,581.25
6. Bankers Trust, GO Loan Note, Series 2016C, \$562,470.00
7. Bankers Trust, GO Loan Note, Series 2016, Bond Redemption Fee, \$100.00
8. Federation Bank, 2012 Go Bond, \$50,375.00
9. Washington State Bank, 2013 GO Bonds, \$50,370.18
10. Washington State Bank, 2014 GO Bonds, \$51,014.44
11. Cedar Rapids Bank & Trust, TIF Fund, \$25,058.75
12. Iowa Finance Authority, SRF, CF0412R, \$327,395.00
13. Iowa Finance Authority, SRF, C0441R, \$112,007.50
14. Fox Engineering, Water Plant Lead Soil Removal, \$534.70
15. Fox Engineering, Well #6 Pump Replacement, \$600.00
16. Fox Engineering, Water Treatment Plant Improvements, \$18,818.10
17. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$1,319.50
18. Agriland FS, Fuel Pumps and Equipment, \$14,285.00 **(previously approved by council)**
19. Hy-Vee Food Store, 528 S. HWY 1, Cigarette Permit, **(renewal)**
20. Hy-Vee Wine & Spirits, 1004 W. Madison Street, Cigarette Permit. **(renewal)**
21. Wine & Spirits, 106 W. 2nd Street, Cigarette Permit, **(renewal)**
22. Casey's General Store #3528, 1730 E. Washington Street, Cigarette Permit, **(renewal)**
23. Casey's General Store #1624, 1002 W. Madison Street, Cigarette Permit, **(renewal)**
24. Wal-Mart #1485, 2485 Hwy 92, Cigarette Permit **(renewal)**
25. The Wagon Wheel, 521 E. 7th Street, Class C Liquor License (LC) (Commercial), Living Quarters, Outdoor Service Area, Sunday Sales, **(renewal)**
26. Department Reports.

Consent - Other:

Motion by Youngquist, seconded by Janecek, to approve the consent agenda items. Motion carried.

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

Finance Director Kelsey Brown gave the April Financial Reports.

Motion by Rosien, seconded by Youngquist, to approve the April Financial Reports. Motion carried.

Special Presentations:

Amber Talbot from PAWS & More Animal Shelter gave a power point presentation and gave council an update on numbers of animals the Shelter deals with, programs the Shelter provides for teaching and education, fund raising activities, and upgrades they have made to the Shelter building.

Dave Mitchell, President of the YMCA Board, came to share some of the Y's plans for the new building, use of the old building, partnering with the City for the Wellness Park Project and to ask the City to do a joint grant application to Enhance Iowa for the Y and the Wellness Park.

Motion by Rosien, seconded by DeLong, to authorize proceeding with a joint grant application with the Y for the YMCA and the Wellness Park Project. Motion carried.

Jim Gorham, a Washington citizen, came before council to ask that dogs brought into Central Park and all dogs when out in public should be muzzled. And dogs and cats should have collars with tags indicating they have their shots.

Richard Gilmore, 1201 S. Iowa Avenue, questioned the assessment process used for Sitler Drive Improvements.

Motion by Rosien, seconded by Youngquist, to approve the Manhole Rehabilitation Demo by Hydro-Klean in the amount of \$14,397.66. Motion carried.

Motion by DeLong, seconded by Janecek, to approve the Amendment to the City Safety Manual – Section VIII “Seat Belt Policy” Motion carried.

Motion by DeLong, seconded by Janecek, to approve the Architect Request for Proposals – Fire Station Project. Motion carried.

Motion by Rosien, seconded by Youngquist, to approve the Engineering Task Order – South Water Tower Rehabilitation with Fox Engineering in the amount of \$42,591.00. Motion carried.

Motion by Rosien, seconded by DeLong, to Set a Public Hearing for June 6, 2017, for the Sale of Real Estate – 123 E. 2nd Street. Motion carried.

Mayor Johnson announced that now is the time for the public hearing on Amending the FY17 Budget.

No written or oral objections were received.

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

Motion by Youngquist, seconded by Rosien, to approve the Resolution Amending the FY17 Budget. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-034)**

Mayor Johnson announced that now is the time for the public hearing for the 2017 Seal Coat Project.

One bid was received for the 2017 Seal Coat Project:

L.L. Pelling Company	\$94,988.30
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No written or oral objections were received.

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

Motion by Rosien, seconded by Youngquist, to approve the Resolution Awarding Bid for the 2017 Seal Coat Project to LL Pelling Company in the amount of \$94,988.30. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-035)**

Motion by Youngquist, seconded by Janecek, to approve the second reading of an Ordinance – Utility Rates. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Youngquist. Nays: none. Motion carried.

The council will meet in a Special/Work Session Tuesday, May 30, 2017, at 6:00 P.M. in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street.

Motion by Janecek, seconded by DeLong, that the Regular Session held at 6:00 P.M., Tuesday, May 16, 2017 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Council Minutes 05-30-2017

The Council of the City of Washington, Iowa, met in Special/Work Session in the Nicola-Stoufer Room, 115 W. Washington Street, at 6:00 P.M., Tuesday, May 30, 2017. Mayor Johnson in the chair. On roll call present: DeLong, Janecek, Rosien, Salazar, Youngquist. Absent: Gault.

Motion by Salazar, seconded by Rosien, that the agenda for the Special/Work Session to be held at 6:00 P.M., Tuesday, May 30, 2017 be approved amended. Motion carried. Farmers Market Request was struck from the agenda.

Presentations from the Public: Michael Jennings came before council to ask that a sidewalk be constructed to Wal-Mart as a safety issue for those people who walk and bike along the busy highway.

Motion by Rosien, seconded by Janecek, to approve the urban chicken request from Sarah Johnson. Motion carried.

Motion by Salazar, seconded by Youngquist, to direct staff to prepare a resolution for the proposed guidelines for the Downtown Incentive Grant (DIG) Program. Motion carried.

Motion by Salazar, seconded by DeLong, to direct staff to work with the veterans' group to co-ordinate with the DOT process to honor veterans with signage on Lexington Blvd. Motion carried.

Motion by Rosien, seconded by Youngquist, to approve the Professional Services Agreement with MSA in the lump sum of \$50,000 for Countywide Trials Plan. Motion carried.

After discussion with Washington Fire Marshall Bruce McAvoy, motion by Rosien, seconded by DeLong, to direct staff to prepare an ordinance for a first reading to amend Chapter 41.12 "Fireworks". Motion carried.

After discussion, motion by Youngquist, seconded by DeLong, to direct staff to prepare an ordinance for a first reading to amend Chapter 55 "Animal Control and Protection" . Motion carried.

After discussion, motion by Salazar, seconded by Janecek, to make the changes discussed to the Historic Preservation Ordinance and send it to the State for review. Motion carried.

Motion by Youngquist, seconded by Janecek, to approve the third reading and adopt the Ordinance amending Chapter 92, 99, and 106 – Water, Sewer, and Solid Waste Rate Changes. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist. Nays: none. **(Ordinance No. 1062)**

No closed sessions were held.

Motion by Janecek, seconded by Rosien, that the Special/Work Session held at 6:00 P.M., Tuesday, May 30, 2017 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Remit To: Global Software
62133 Collections Center Drive
Chicago, IL 60693-0621

Bill To
Washington Police Department Chief Greg Goodman 215 E Washington St. Washington, IA 52353 USA

Ship To
Washington Police Department 215 E Washington St. Washington, IA 52353 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	WAS1801			Net 30

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Annual TAC10 Maintenance; JUL/2017 - JUN/2018 *To avoid a lapse in coverage, payment is due BEFORE the start of the maintenance period. Thank you. Note: 2017 Contract Price: \$25,029. City billed 45%	US\$0.00	US\$0.00
1.00	NOTE		US\$0.00	US\$0.00
1.00	GLOBAL - MAINT	RMS	US\$4,167.00	US\$4,167.00
1.00	GLOBAL - MAINT	CAD	US\$3,425.00	US\$3,425.00
1.00	GLOBAL - MAINT	Mobile	US\$2,105.00	US\$2,105.00
1.00	GLOBAL - MAINT	Evidence	US\$535.00	US\$535.00
1.00	GLOBAL - MAINT	Admin	US\$613.00	US\$613.00
1.00	GLOBAL - MAINT	Interfaces	US\$418.00	US\$418.00
1.00	GLOBAL - MAINT	Bulberry CAD Interface (not part of contract price)	US\$56.00	US\$56.00
1.00	GLOBAL - MAINT	Mobile CAD & Daily Log (not part of contract price)	US\$23.00	US\$23.00
1.00	NOTE	<p>***IMPORTANT***</p> <p>Changes or Cancellations MUST be received via email to kbays@harriscomputer.com and will take effect 30 days after receipt.</p> <p>We appreciate your business!</p> <p>001-6-1010-6210 Initials <i>KB</i></p> <p>EXP. _____</p> <p>Vender # _____ Date Rec. _____</p> <p>Due Date _____ Inv # _____</p>	US\$0.00	US\$0.00

Invoice Questions? Please call Kim Bays at 613-226-5511 ext 2017 OR e-mail kbays@harriscomputer.com	Subtotal	US\$11,342.00
	Misc	US\$0.00
	Tax	US\$0.00
	Freight	US\$0.00
	Trade Discount	US\$0.00
Total		US\$11,342.00



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

May 24, 2017
Invoice No: 35337

Project 5017106 Washington - 2017 Seal Coat Project.
Client ID# 20040

Professional Services for the Period: April 14, 2017 to May 18, 2017

Professional Services

	Hours	Rate	Amount	
Principal Engineer	11.50	137.00	1,575.50	
Technician #2	1.00	86.00	86.00	
Technician #5	1.25	67.00	83.75	
Totals	13.75		1,745.25	
Total Professional Services				1,745.25
		Total Project Invoice Amount		\$1,745.25

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



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
 Kevin Erpelding, Chairman
 1625 South Airport Road
 Washington, IA 52353

April 28, 2017
 Project No: T51.109617
 Invoice No: 0202886

Washington Airport/Construct Apron

Design and Construct Aircraft Parking Apron

Construction Phase (004)

Description: Assist with Grant Application, Grant Administration, and Construction Observation

Professional Services

	Hours	Amount	
Project Manager	17.00	2,720.00	
Totals	17.00	2,720.00	
Total Labor			2,720.00
		Total this Task	\$2,720.00
		Total this Invoice	\$2,720.00

301-6-6020-6791
 002-0-2080 _____ Initials JEK
 EXP. Ramp
 Vendor # _____ Date Rec. 6-2-17
 Due Date _____ Inv # _____

A & R Land Services, Inc.

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

Invoice No. WASH-ADAMS-17-3

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 4/15/2017
Order No. WASH-ADAMS-17

Qty	Description	Unit Price	TOTAL
	March 2017		
2	ROW Services for City of Washington, Iowa East Adams Street Improvement Project	\$65.00	\$130.00
	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	\$130.00
		Shipping & Handling	\$0.00
		Taxes Iowa	
		TOTAL	\$130.00

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

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

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

Your Expert Right of Way Resource

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA MOORE'S BP AMOCO INC
Physical Location Address 1061 W MADISON ST City WASHINGTON ZIP 52353
Mailing Address SAME City _____ State _____ ZIP _____
Business Phone Number 319-653-2509

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP SAME AS ABOVE
Mailing Address _____ City _____ State _____ ZIP _____
Phone Number _____ Fax Number _____ Email _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) George A Moore Name (please print) _____
Signature George A Moore Signature _____
Date _____ Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Corner Stop
Physical Location Address 100 East Madison City Washington ZIP 52353
Mailing Address PO Box 5160 City Coralville State IA ZIP 52241
Business Phone Number 319-653-6833

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Petroleum Services Company, LLC
Mailing Address PO Box 5160 City Coralville State IA ZIP 52241
Phone Number 319-351-6498 Fax Number 319-338-8510 Email sgloede@pscollector.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Scott L. Gloede Name (please print) _____
Signature Scott L. Gloede Signature _____
Date 5/25/2017 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

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- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) July 1st / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Smokin' Joe's Tobacco & Liquor Outlet # 9
Physical Location Address 304 W. Madison St City Washington ZIP 52353
Mailing Address 1916 N. Sturdevant St City Davenport State Ia ZIP 52804
Business Phone Number 563-322-8340

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP The Outlet, Inc
Mailing Address 1916 N. Sturdevant St City Davenport State Ia ZIP 52804
Phone Number 563-322-8340 Fax Number 563-322-8348 Email Tom@Cigout,inc.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Joseph De Paene Name (please print) Michael Gripp
Signature [Signature] Signature [Signature]
Date 5/17/2017 Date 5/17/2017

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA BP One Trip
Physical Location Address 1504 East Washington St City Washington ZIP 52353
Mailing Address PO Box 178 City Brighton State IA ZIP 52540
Business Phone Number 319-653-2243

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Cobb Oil Co., Inc.
Mailing Address PO Box 178 City Brighton State IA ZIP 52540
Phone Number 319-694-2200 Fax Number 319-694-2201 Email lcobb@cobbsoil.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Laura Cobb Name (please print) _____
Signature Laura Cobb Signature _____
Date 4-28-17 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

6/30

Jul-June 2018



Iowa Department of Revenue
https://tax.iowa.gov

City of Washington
215 E. Washington
Washington, IA 52353

2237

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 / 01 / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Dollar General Store #2237 ✓ Fee: \$75.00 ✓

Physical Location Address: 1506 E. Washington St. ✓ City: Washington ZIP: 52353

Mailing Address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072

Business Phone Number: (615) 855-4000

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: Dolgenercorp, LLC

Mailing Address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072

Phone Number: (615) 855-4000 Fax Number: (877) 364-4130 Email: @dollargeneral.com
tax-beerandwinelicense

Retail Information:

Types of Sales: Over-the-counter Vending machine

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other Retail Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Christina Walden Name (please print): _____

Signature: *Christina Walden* Signature: _____

Date: 5/8/17 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Vendor #309964 ✓
Invoice #201802237TOBCITY32 ✓
Batch #13546 ✓ \$ 75.00

*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*

*Park Board Members:
Kevin Caldwell
Donald Pfeiffer
Larry Bartlett*

*Parks Superintendent:
Nick Pacha*

May 2017 City Council Update – Parks Department

- Mowing, spraying and string trimming of all Park properties under our jurisdiction
- Hired new full time - part time employee
- The fountain cover is off. We are waiting on LED lights to arrive and power com to install. The electrician has installed the wiring. We have a deadline of June 1 so we can get water into it for the Summer Classic events.
- Washington Middle School Black & Orange give back day. We had two groups of students spreading mulch at Sunset park and Redlinger park.
- 3 parks employees attended SASSO safety training. Chain saw operation and ladder safety
- Assisted with several events at Central Park including national day of prayer, car show, etc.
- All park restrooms are open for the season
- Picnic tables have been put out around the park
- Fertilized the soccer fields
- Scoreboard repairs at Redlinger field
- Pool heater repairs at outdoor pool
- Attended two Parks Board meetings and weekly Department head meetings.
- Attended Ash borer meeting
- Storm/wind damage cleanup
- 2- Part Time staff have returned for the summer season
- Pool is cleaned and looking great and ready for swimmers. 3 school swims had to be canceled due to weather temperatures. Opening day for public swim is Sat. May 27, 2017

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

Maintenance and Construction Report

5/6/17-5/19/17

STREETS: M/C Personnel finished the seal coat street prep work to be completed by Pelling, including ditching, cold mixing numerous low areas and getting manholes adjusted. Personnel installed a new stop sign located at South 11th Ave-East Madison St, northbound. Personnel began picking up storm debris around town.

WATER DISTRIBUTION: M/C Personnel repaired a rod on a water box located at 725 East 15th St. Personnel repaired a water main break just north of West Adams St on South Ave E, 4 inch CIP, where a short piece of 4 inch PVC was installed.

SEWER COLLECTION: M/C Personnel continued on inspecting and GPS'ing manholes on the Egg sewer basin. Personnel excavated a sanitary sewer line in the 900 block of South Iowa and repaired a hole in the pipe.

STORM SEWER COLLECTION: M/C Personnel jetted numerous culverts under driveways. Personnel installed an intake on North Ave D (east side) between West Main & West 2nd St. personnel unplugged numerous intakes that had debris causing blockage.

MECHANIC/SHOP: M/C Personnel serviced PD 97 (rotate tires and check driver's seat cost), PD Tahoe (rotate tires and replaced all four rear suspension control arms, sprayed salt eliminator on under body and transmission cooler lines), #303 (plug issues), K-9 Unit (salt eliminator, coolant leak and replaced running board emergency side lights), #311 (began compressor work) and PD 73 (check pressure issue).

OTHER: M/C Personnel hauled numerous loads of spoil away from the shop. Personnel hauled 40 ton of cold mix in for the seal coat project. Half of M/C attended a SASSO meeting on Ladder Safety/Chain Saw/Brush cutter. All M/C personnel have their water distribution license renewed through the DNR. Personnel continued to pick up yard waste and bags bringing the YTD total to 4,500 bags. Personnel responded to 74 One Call Locates.

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

**WWTP report
June 6, 2017
Council meeting**

- **After hour alarm and dog call outs -**
 - 11th WWTP, high TSS alarm, 8:00 p.m. Jason
 - 15th dog call, Safety Center reported a dog to be picked up at W 5th & W View Dr, 5:30 p.m. Parker
 - 16th dog call, Safety Center reported a dog to be picked up at 612 South 8th, 5:30 p.m. Parker
 - 17th Alliant power outage, west side of town, 6:30 p.m. Fred
 - 17th Alliant power outage, Fred called Jason in at 11:00 p.m. to assist with power outage.
 - 20th dog call, Safety Center reported a dog to be picked up on East side of the square, 4:30 p.m. Parker
 - 26th dog call, Safety Center reported a dog to be picked up at the Sheriff's office, 7:53 p.m. Parker
 - 28th dog call, Public reported a dog at Casey's west, 6:15 p.m. Parker
 - 29th dog call, Safety Center reported two (2) dogs to be picked up at South B Ave & W Adams, 12:55 p.m. Parker
- **Dept Head meetings** – I attended the meetings on May 16, 23, and 30, 2017.
- **WWTP/YWC** – We'll no longer be open on Saturday mornings from 7 – 10 a.m. We have returned to our normal hours of 7:00 a.m. – 4:00 p.m. M –F.
- **IAMU mock OSHA WWTP walk through inspection** – I hired Hupp Crane & Hoist of Cedar Rapids to inspect the WWTP's chain hoist and cranes. Hupp found four (4) cranes that had to be taken out of service until repairs can be made to them. Waiting on a repair quote from Hupp to get the cranes/hoists repaired so we can get them back in service.
- **Mowing & spraying** – Parker and Jason have been busy mowing the WWTP yards, lift stations, EQ basin fields, and the new business park. I got the weeds sprayed along the chain link fences and around the buildings.
- **East EQ basin** – I hired Washington Ag to spray for weeds around the inside of the rock berms. The cost was \$57.75.
- **Alliant power outage** – The west side of town lost Alliant electrical power around 6:30 p.m. on May 17, 2017. The power was restored around 9:30 p.m. The following events occurred:
 1. WWTP generator ran fine during the outage. However after the Alliant power was restored and the generator was still running it tripped a generator trouble alarm. I couldn't get the alarm to reset. I called 3E emergency phone line and talked to the service tech on duty. He gave me several things to try to get the alarm to go away but nothing worked. Even though the alarm was on the generator would still run if needed. Jason called 3E's office the next morning another service tech gave him a few more things to try but the alarm remained on. 3E sent a service tech out that afternoon. After several attempts to get the alarm to go away. 3E discovered there were two (2) wires that were hooked up wrong inside the generator's control panel. The 3E service tech switched the wires to their correct locations. Turns out the trouble alarm was for low fuel. However the generator still has around fifteen hundred (1,500) gallons of fuel in it. The alarm is set to go off when fuel level hits fifty (50) percent. 3E recommends running it until tank level is around thirty (30) percent or nine hundred (900) gallons before refilling the tank to one hundred (100) percent or three thousand (3,000) gallons. The trouble alarm will remain on until the fuel tank is refilled.
 2. Lexington Blvd lift station – Generator ran fine during outage. When Alliant power was restored the generator shut off and returned to Alliant power without problems.

3. Parkside Estates (PSE) lift station – This lift station has no backup power to power the pumps during an Alliant power outage. I got to this lift station around 7:00 p.m. the wet well was filling. I opened the bypass line that's inside of the wet well. This bypass line was installed during the west side interceptor project. This line allows waste water to flow from the wet well into the west interceptor to keep the waste water from backing up the sewer lines causing overflow problems. I got back to the lift station around 10:40 p.m. there was Alliant power all around the lift station. The lift station was still without power. I called Jason to come in to help out. We determined it was an Alliant problem. We both tried calling Alliant to report the outage. We couldn't get Alliant to answer after waiting on the phone for several minutes. I contacted the safety center to see if they had an emergency number. They gave me a number and said good luck that they had been trying to contact it and no one would answer. Jason knew someone who worked at Alliant so he texted him to see if he was working and he was. He told Jason they would try to get down after they finished a job they were working on. I told Jason he might as well go home and that I would stick around since I was on call. I waited at PSE until around 1:15 a.m. when Jason texted me and said Alliant wasn't going to make it down there. So I headed home. Several times between 7:00 p.m. and 1:15 a.m. I was checking the upstream manholes to make sure there weren't any overflows. There weren't any found. The next morning when I got to work I called the Alliant outage number. I was on hold for forty five (45) minutes before I got to talk with somebody to report the lift station was still without power. When I talked to the operator I said it was important we get power restored ASAP. She said they would work on it. We kept checking the lift station for power all morning and it still hadn't been restored. I talked to Brent before lunch and told him what was going on. He said he would reach out to his contact at Alliant but he was gone so he contacted a number he had. Alliant said there was no record of anyone contacting them about PSE. Anyway THANKS to Brent for getting them there that afternoon. There was blown fuse on Alliant's line that feeds the lift station. The power was back on around 3:10 p.m. No overflows or backups were reported during this outage. I guess the bypass line installed between the wet well and interceptor was money well spent!
- **Ninth grade science classes** – On May 22, 2017, Jason gave four (4) tours to ninth (9th) science classes.
 - **HVAC/air exchangers** – We replaced the twenty nine (29) paper filters that are in the HVAC and air exchanger equipment at the WWTP.
 - **WWTP equipment** – We have been servicing and greasing the WWTP equipment when the SCADA notifies us when the maintenance is due.
 - **Annual toxicity test** – We passed the toxicity test on the sample that was collected on May 15, 2017. We won't be required to test again until May 2018.

Fred E Doggett
6/1/2017 3:05 PM

Maintenance and Construction Report

5/20/17-6/2/17

STREETS: M/C Personnel marked manholes and water gate valves for Pelling who will begin the seal coat program Tuesday June 6. Personnel broke out a street blow up located at North 6th Ave-East 15th St. Personnel performed some ditch work, shoulder work and the mowing of shoulders/ditches was accomplished. The street sweeper made its way around the town. The storm debris was finished up using equipment such as the wood chipper for small debris and heavy machinery for larger tree debris. Personnel attended a few alleys that either needed bladed or the addition of rock.

WATER DISTRIBUTION: M/C Personnel had 15 water shut offs for nonpayment.

SEWER COLLECTION: M/C Personnel flushed a few terminal manholes and trouble spots using 18,000 gallons. Personnel continued inspecting and GPS manholes in the Egg sewer basin.

STORM SEWER COLLECTION: M/C Personnel repaired two intakes on the north side of West Madison at both G & E Ave (replacing the broken cast).

MECHANIC/SHOP: M/C Personnel serviced PD 96 (front suspension), PD 97 (flushed transmission), 311 (list for intake repair), Vermeer wood chipper (new battery), storm intake (welded steel for two intakes on West Madison and assisted with the installation), 601 (shifter issue) and PD Explorer.

OTHER: M/C Personnel continued the yard waste/bag pickup. Personnel responded to 57 One Call Locates. Personnel assisted with the Chamber and Ridiculous Days festivities by placing cones and barricades on the square and at the Airport. Personnel rolled the compost piles at the Waste Water Treatment Plant in preparation for the brush and bag piles to be ground the week of June 19.

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

CITY OF WASHINGTON, IOWA

CLAIMS LIST FOR JUNE 6, 2017

POLICE	ALLIANT ENERGY	SERVICE	184.17	
	ALTENHOFEN, BEN	TRAINING REIMBURSEMENT	35.00	
	ALTENHOFEN, SHAMUS	REIMBURSEMENT	10.00	
	ARNOLD MOTOR SUPPLY	PARTS	67.18	
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	119.64	
	GALLS LLC	SHIRTS	160.13	
	HIWAY SERVICE CENTER	OIL FILTERS	70.84	
	IOWA LAW ENFORCMT ACADEMY	J CHALUPA EVALUATION	180.00	
	JOHN DEERE FINANCIAL	DOG FOOD	21.99	
	KCTC	INTERNET SERVICE	84.99	
	MARCO TECHNOLOGIES LLC.	COPIER	122.90	
	MARCO, INC.	COPIER	103.00	
	MINCER FORD	PUMP ASSEMBLY PULLEY (REISSUE)	168.03	
	MOORE'S BP AMOCO INC	TOWING FORD & STORAGE	190.00	
	UPS	UPS CHARGES	66.10	
	VERIZON WIRELESS	WIRELESS SERVICE	1300.96	
	VISA	SUPP, SOFTWARE, CAR WASHES	663.22	
	WAL-MART	SUPPLIES	42.11	
		TOTAL	3590.26	
	FIRE	ACE-N-MORE	SUPPLIES	63.18
		ALLIANT ENERGY	SERVICE	368.34
		EAGLE ENGRAVING	ID TAGS	544.29
		MOORE'S BP AMOCO INC	FUEL	11.76
STRANSKY, JIM		FIRE DEPT REPAIR	137.62	
VERIZON WIRELESS		WIRELESS SERVICE	184.17	
WINDSTREAM IOWA COMMUNICATIONS		SERVICE	173.16	
		TOTAL	1482.52	
DEVELOP SERV		BRUNS, DAVID	MILEAGE REIMB	27.82
		HEDGE ABOVE	GRASS ABATEMENT- 3 PROPERTIES	410.62
	LUKE WASTE MANAGEMENT	ABATEMENT 1303 E 3RD	90.00	
	MARK'S SANITATION	ABATE TRASH 807 S 2ND	75.00	
	VERIZON WIRELESS	WIRELESS SERVICE	321.86	
	WASHINGTON EVENING JOURNAL	SUBSCRIPTION	122.25	
		TOTAL	1047.55	
	LIBRARY	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
AMAZON		LIBRARY MATERIALS	508.06	
CINTAS CORP LOC. 342		RUG SERVICE	52.15	
CITY DIRECTORY, INC.		PHONE-BOOK REFERENCE	173.00	
EBERT SUPPLY CO.		JANITORIAL SUPPLIES	128.82	
GALE/CENGAGE LEARNING		WESTERNS	66.51	
J & S ELECTRONIC BUSINESS SYSTEMS, INC		COPIER MAINTENANCE	177.60	
KCII		SENIOR SALUTES 2017	88.32	
KCTC		ELEVATOR LINE	34.80	
RECORDED BOOKS LLC		RECORDED BOOK	132.30	
SITLER'S ELECTRIC		LIBRARY- LIGHT BULBS	12.20	
THE DES MOINES REGISTER		YEARLY SUBSCRIPTION	420.04	
VISA		POSTAGE AND SUPPLIES	214.55	
		TOTAL	2052.35	
PARKS		ACE-N-MORE	SUPPLIES	863.94
		ALLIANT ENERGY	ALLIANT ENERGY	897.28

BLACK, SAWYER	MUNIBAND STIPEND 2016 (REISSUE)	55.00
CUSTOM IMPRESSIONS INC	STAFF SAFETY SHIRTS	342.72
IOWA DIRECT EQUIPMENT & APPRAISAL L.C.	RELINGER SCOREBOARD REPAIR	2785.00
IPERS	RETIREMENT CONTRIBUTIONS	409.28
JOHN DEERE FINANCIAL	SUPPLIES	74.11
KCTC	INTERNET & PHONE SERVICE	121.46
VISA	BB EQUIP, TAPE, SUPPLIES	854.99
	TOTAL	6403.78

POOL

ACCO	POOL GUAGES	280.17
ACE-N-MORE	POOL DIVING BOARD PARTS	16.02
CINTAS FIRST AID & SAFETY	POOL AED SUPPLIES	356.64
CUSTOM IMPRESSIONS INC	POOL SIGN REPAIR	97.95
GRAINGER	POOL SHOWER REPAIR	168.00
RECREATION SUPPLY	SEALANT	99.15
USA BLUEBOOK	CHEMICAL	25.59
	TOTAL	1043.52

CEMETERY

ACE-N-MORE	CONCRETE FOR FLAG POLES	160.95
ALLIANT ENERGY	ALLIANT ENERGY	121.87
DULTMEIER SALES	HOSE REPAIR SUPPLIES	298.31
GREINER DISCOUNT TIRES	TIRE REPAIR	40.90
MENARDS	PART SUPPLIES	339.91
PATS SALES AND SERVICE	MOWER PARTS	1052.52
STRANSKY, JIM	REPAIR FOR CEMETARY	42.40
TIFCO INDUSTRIES	PARTS	24.02
	TOTAL	2080.88

FINAN ADMIN

ALLIANT ENERGY	ALLIANT ENERGY	390.92
BAKER PAPER & SUPPLY	COPY PAPER	85.05
CARSON PLUMBING & HEATING SRVS INC	SEWER-CLOGGED DRAINS	160.90
CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	296.92
EBERT SUPPLY CO.	TOWELS	57.00
GOOGLE INC	SERVICE	660.33
IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	243.50
J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIER MAINTENANCE	505.63
KCTC	INTERNET SERVICE	85.00
US POSTAL SERVICE	ANNUAL P O BOX FEE	116.00
VERIZON WIRELESS	WIRELESS SERVICE	134.09
VIVIAL	AD	24.15
WASHINGTON EVENING JOURNAL	ADVERTISING	489.14
	TOTAL	3248.63

AIRPORT

ACE-N-MORE	SUPPLIES	11.48
ALLIANT ENERGY	ALLIANT ENERGY	774.27
BAKER PAPER & SUPPLY	SUPPLIES	100.65
CARSON PLUMBING & HEATING SRVS INC	NEW FIXTURES	1261.45
CUSTOM IMPRESSIONS INC	SIGNS	254.40
JAMIESON, JEAN	MAY CLEANING	196.00
KLEOPFER LAWN CARE LLC	SPRAYING	765.00
VERIZON WIRELESS	WIRELESS SERVICE	25.94
VETTER'S INC-CULLIGAN WATER	WATER	59.94
WEST LAWN CARE	MAY MOWING SERVICE	2280.00
	TOTAL	5729.13

ROAD USE	ACE-N-MORE	SUPPLIES	36.04	
	AGRILAND FS, INC	SUPPLIES	149.73	
	ARENDT, NATHAN	TOOLS- TAX EXEMPT	49.99	
	BARRON MOTOR SUPPLY	SUPPLIES	82.67	
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	19.00	
	CENTRE STATE INTERNATIONAL	SUPPLIES	9.89	
	CHEMUNG SUPPLY	SNOW PLOW CUTTING EDGE	1062.80	
	HIWAY SERVICE CENTER	SUPPLIES	87.02	
	IA DEPT OF TRANSPORTATION	PAINT	1367.36	
	JOHN DEERE FINANCIAL	GILL PARTS	319.25	
	L L PELLING CO	CHIP AND SEAL REPAIRS/PREMIX	4978.45	
	LAWSON PRODUCTS INC	PARTS AND SUPPLIES	247.85	
	MIDWEST WHEEL	TOOL BOX	334.27	
	OVERHEAD DOOR CO.	REPAIR	975.50	
	S & G MATERIALS	RECYCLING ASPHALT	153.43	
	TODD, ADAM	REIMBURSEMENT FOR MEAL	6.41	
	WASHINGTON EVENING JOURNAL	ADVERTISING	16.86	
	WASHINGTON LUMBER	SUPPLIES	47.21	
	WELLINGTON, EARL	WRENCH	246.00	
	ZARNOTH BRUSH WORKS	GUTTER BROOM	488.00	
		TOTAL	10677.73	
	STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	10383.56
		MARIE ELECTRIC INC.	BATTERIES FOR SIERENS	767.80
			TOTAL	11151.36
TREE REMOVAL	STOUTNER PROPERTY MAINTENANCE	STUMP REMOVALS	500.00	
		TOTAL	500.00	
TREE COMMITTEE	MCCONNELL, MARDE	REIMBURSEMENT	87.15	
		TOTAL	87.15	
PARK GIFT	MORNING VIEW GREENHOUSE	FLOWERS FOR CENTRAL PARK	1348.00	
		TOTAL	1348.00	
LIBRARY GIFT	VISA	POSTAGE AND SUPPLIES	103.00	
		TOTAL	103.00	
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	46.88	
	ACE-N-MORE	SUPPLIES	28.25	
	ALLIANT ENERGY	ALLIANT ENERGY	10472.47	
	CARROLL, SUSAN	MILEAGE REIMBURSEMENT	19.26	
	FERGUSON WATERWORKS# 2516	METERS	4986.20	
	JENNINGS, ELAINE	REIMBURSEMENT	12.31	
	POSTMASTER	BULK MAILING- WATER BILLS	801.16	
	STATE HYGIENIC LAB	TESTING	112.50	
	STREFF, ROSE	MILEAGE REIMB	2.46	
	VERIZON WIRELESS	WIRELESS SERVICE	52.05	
	VERNON MANUFACTURING CO	VALVE	970.00	
	WATER SOLUTIONS UNLIMITED	CHEMICALS	4046.90	
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	41.84	
		TOTAL	21592.28	

WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	374.19	
	ALLIANT ENERGY	ALLIANT ENERGY	29.25	
	BARRON MOTOR SUPPLY	SUPPLIES	87.20	
	CENTRAL IOWA DISTRIBUTING	WEED KILLER	571.20	
	IOWA ONE CALL	SERVICE	110.00	
	JOHN DEERE FINANCIAL	WEED KILLER	89.98	
	LAWSON PRODUCTS INC	PARTS AND SUPPLIES	78.27	
	MOORE'S BP AMOCO INC	FUEL	145.78	
	PRODUCTIVITY PLUS	TANK	25.00	
	THOMPSON TRUCK AND TRAILER INC.	COOLANT	99.97	
	UTILITY EQUIPMENT CO	SUPPLIES	158.42	
	VERIZON WIRELESS	WIRELESS SERVICE	169.85	
	WELLINGTON, EARL	TOOLS	227.95	
		TOTAL	2167.06	
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	9516.60	
	CENTRAL IOWA DISTRIBUTING	SAFETY GLOVES	123.00	
	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	73.34	
	ELECTRICAL ENGINEERING & EQUIPMENT CO	GENERATOR PM CONTRACT	2145.00	
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	243.75	
	O'REILLY AUTOMOTIVE INC	OIL	38.61	
	SMITH & LOVELESS INC.	PUMP PARTS	451.18	
	TESTAMERICA LABORATORIES INC	TESTING	2071.18	
	UNITED LABORATORIES	LIFT STATION DEGREASER	599.40	
	VERIZON WIRELESS	WIRELESS SERVICE	183.28	
	VISA	HARD DRIVE, LODGING, SUPPL	337.30	
	WASHINGTON AG SUPPLY	WEED SPRAYING	57.75	
		TOTAL	15840.39	
	SEWER COLLECT	ACE-N-MORE	SUPPLIES	141.94
ALLIANT ENERGY		ALLIANT ENERGY	673.64	
ALTORFER		EQUIPMENT RENTAL	587.00	
COLEMAN, DENNIS		REIMBURSEMENT	9.29	
EVANS WELDING LLC		WELDING SERVICE	121.37	
GARD SPECIALISTS CO INC		SUPPLIES	13.60	
GREINER DISCOUNT TIRES		TIRE REPAIR	64.25	
HIWAY SERVICE CENTER		SUPPLIES	32.67	
IDEAL READY MIX		NORTH 15TH	435.00	
MOSE LEVY CO INC		ANGLE IRON	214.80	
PLANK IMPLEMENT INC.		PARTS	107.50	
RIVER PRODUCTS		ROADSTONE	449.63	
UTILITY EQUIPMENT CO		SUPPLIES	3494.52	
VERIZON WIRELESS		WIRELESS SERVICE	117.26	
		TOTAL	6462.47	
ANIMAL CONTROL		JOHN DEERE FINANCIAL	DOG FOOD	37.98
		TOWN & COUNTRY VET CLINIC	FEES	45.86
		TOTAL	83.84	
SANITATION	WEMIGA WASTE INC.	MAY SERVICES	3500.00	
	LUKE WASTE MANAGEMENT	REFUSE AND RECYCLING/BULKY	28716.00	
	WASH CO HUMANE SOCIETY	COLLECTIONS FOR MAY	415.99	
		TOTAL	32631.99	
	TOTAL	129323.89		

**CITY OF WASHINGTON, IA
VISA Card Charges - 2017**

CLAIMS REPORT 06/06/2017

DESCRIPTION	AMOUNT	DATE	STATUS
POLICE			
UPTOWN AUTOWASH - CAR WASH	8.00		
NORDVPN.COM - MEMBERSHIP	69.00		
SIRCHIE FINGER PRINT LAB - HINGLE LIFTER ASSORT 3 WHITE/3 BLACK	151.00		
UPTOWN AUTOWASH - CAR WASH	8.00		
ADOBE-PHOTOGRAPHY PLAN - PHOTO ENHANCING SOFTWARE	119.88		
BARNES AND NOBLE - 2 ADOBE PHOTOSHOP EBOOKS	74.89		
SKECHERS - GOOWDAN WORKBOOTS	72.97		
UPTOWN AUTOWASH - CAR WASH	8.00		
AMAZON - MICROSOFT ARC TOUCH MOUSE -SURFACE EDITION - GOODMAN	63.58		
AMAZON - SOFT SHELL TACTICAL JACKET - SEE	87.90		
LIBRARY/LIBRARY GIFT			
CHAMBER OF WASHINGTON - MARKETING CLASS - GOING TO BE REIMBURSED	40.00		
ENDICIA FEES - POSTAGE FEES	9.95		
DODICIS SHOP - NATIONAL LIBRARY WORKERS DAY	8.81		
JPS 207 - NATTTIONAL LIBRARY WORKERS DAY	24.00		
HOMETOWN INN AND SUITES - JERRY BARLOW-PERFORMER (LIBRARY FOUNDATION HAS REIMBURSED)	63.00		
WALMART - PROGRAM SUPPLIES	20.55		
OUR IOWA MAGAZINE - SUBSCRIPTION	34.98		
WALMART - SUMMER READING CLUB SUPPLIES	16.26		
USPS - POSTAGE	100.00		

663.22

317.55

DESCRIPTION	AMOUNT	DATE	STATUS
PARKS			
NORTHERN TOOL - VARIOUS SUPPLIES	121.29		
AMAZON - PIPE THREAD TAPE	10.99		
BEACON ATHLETICS - BASEBALL FIELD EQUIPMENT	516.71		
STANDARD GOLF COMPANY - 6 DISC GOLF GARBAGE CANS	206.00		
SEWER PLANT			
TECHNOLOGY SERVICES OF IOWA - INTERNAL HARD DRIVE FOR SCADA COMPUTER	89.95		
CONFORT INN ALTOONA - DOGGETT HOTEL FEES FOR AWWWA CONFERENCE	72.80		
WALMART - LAB SUPPLIES	50.73		
ICE QUBE - FILTERS FOR LEXINGTON LIFT STATION	123.82		

854.99

337.30

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RESOLUTION NO. _____

**A RESOLUTION CONCURRING WITH
WASHINGTON FARMERS' MARKET FISCAL AGREEMENT**

WHEREAS, discussions have been held to continue to enhance the Washington Farmers' Market, including gaining non-profit status; and

WHEREAS, the Farmers' Market Committee has agreed to partner with Main Street Washington to this end; and

WHEREAS, the City Council wishes to reflect its support of this agreement for the betterment of an important community event, which occurs on City property.

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

Section 1. The City Council hereby declares its support for the Washington Farmers' Market Fiscal Agreement, dated June 2, 2017, which is attached as Exhibit A to this Resolution.

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

PASSED AND APPROVED this 6th day of June, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

WASHINGTON FARMERS' MARKET FISCAL AGREEMENT

Washington Farmers' Market Committee

This Agreement, dated June 2, 2017, is between **Main Street Washington** (Fiscal Agent) and **Washington Farmers' Market Committee** (Committee) made up of representatives from the partner agencies including Main Street Washington, City of Washington Iowa and other designated community members and representatives. During the duration of this agreement, the President of the Committee shall be Robert Shepherd as Market Manager, Sarah Grunewaldt, as Main Street Washington Representative, a city of Washington Representative, and community representatives including but not limited to: Deana DeLong, Stan Stoops, Ann C. Williams, and Bill Wellington.

Committee's focus is to provide a public benefit to the community through organizing and conducting the Washington Farmers' Market primarily May 2017 through October 2017 each year so long as this agreement is in place.

The Fiscal Agent will maintain a restricted fund designated for the Committee, and will grant all amounts deposited to that fund to the Committee, subject to the following terms and conditions:

1. Committee understands that, in compliance with IRS regulations, as Fiscal Agent it retains full legal ownership and control over funds contributed on behalf of the Washington Farmers' Market if until such funds are released to Committee in accordance with this Agreement.
2. Committee shall use the funds solely for the project described in the accompanying proposal. Any changes in the purposes for which funds are spent must be approved in writing by Fiscal Agent before implementation. Fiscal Agent retains the right, if Committee breaches this Agreement, or if Committee's conduct of the Project jeopardizes Fiscal Agent's legal or tax status, to withhold, withdraw, or demand immediate return of funds, and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Fiscal Agent's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Committee as part of this project shall remain the property of Committee.
3. Committee may solicit gifts, contributions, sponsorships, and grants to Fiscal Agent, earmarked for Fiscal Agent's restricted fund for this Project. Committee's choice of funding sources to be approached and the text of Committee's fundraising materials are subject to Fiscal Agent's prior written approval.
4. Nothing in this Agreement shall constitute the naming of Committee as an agent or legal representative of Fiscal Agent for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, joint venture or employment between the parties hereto, and Committee shall make no such representation to anyone.
5. The Committee shall provide the Fiscal Agent an initial budget report no later than November 15 of each year, and subsequent reports shall be due on the anniversary date of the initial report. The Fiscal Agent shall submit a complete report to Committee as of the end of Fiscal Agent's monthly accounting period within which any portion of these restricted funds are received or spent.
6. The Committee shall not commit funds over and above the restricted funds balance without written permission from the Fiscal Agent if they are to be covered by the Fiscal Agent. Project expenses incurred by Committee members can be submitted to Fiscal Agent for reimbursement.
7. Each partner agency commits equal responsibility to ensure the project's success.
8. Fiscal Agent, at any time and at its sole discretion, may conduct an audit of the Project's activities. Such audits are to investigate and document that the Project is being carried out in accordance with the approved application, this Agreement, Fiscal Agent's exempt purposes, and all applicable laws.

Fiscal Agreement - 2

9. The Committee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Fiscal Agent, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Committee, its employees or agents, in applying for or accepting Project funds, in expending or applying the funds furnished pursuant to the Project, or in carrying out the Project to be funded by the restricted funds. The Committee further agrees to cooperate in any way to maintain insurance coverage for any projects or events through the Fiscal Agent.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa applicable to agreements made and to be performed entirely within such State.


11. This Agreement shall be terminated when the balance of the restricted fund shows zero dollars, after a final distribution request, and within 30 days of such request for any legitimate Project related anticipated or unreimbursed expenses.

12. The parties below represent that they are duly authorized to enter into this Agreement and qualify under regulatory definitions to be the responsible entity officials to execute the Agreement.

13. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by all parties hereto.

14. Committee has Insurance for the liability and functioning of the committee and its events, and will provide a copy of the insurance to the fiscal agent as needed to evidence ongoing coverage.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the 2 day
Of June, 2017.



Sarah Grunewaldt; Main Street Washington Director
06/02/2017 Date



Robert Shepherd; President of Committee & Market Manager
6/02/2017 Date



June 2017

June 8-

Guest: Heritage Senior Nutrition Program

*sign up and voucher dispersal

Thursday Night Live- Just Us Girls

June 15-

Thursday Night Live- Catfish Keith

June 22-

Guest- Relay for Life

Thursday Night Live- Keota Brass Band

June 29-

Thursday Night Live- Fairfield Big

Save the Date!

for these Special Events

July 13th: BBQ/Smoker Challenge

Aug. 31st: 18th Annual 'Tasters Choice Salsa Contest'

Sept. 7th: Tailgate Cookoff Challenge Iowa v. ISU

Illa Earnest

From: Bob Shepherd [shep_farms02@yahoo.com]
Sent: Tuesday, June 06, 2017 1:48 PM
To: ann.c.williams@fbfs.com
Cc: iearnest@washingtioniowa.net; sarah@washingtioniowa.org
Subject: June - October calender

Ann;

Here is the through October, at this time, subject to additions as they develop.

Washington Farmers' Market 2017

All Washington Farmers' Markets 5pm - 7:30pm (Washington Central Park)
Thursday Night Live (TNL) 6:30 - 7:30 (Central Park Stage)
Washington Municipal Band 8:00 - 9:00 (Central Park Stage)

The Washington Urban Sketch Club plans to attend and sketch Thursday evenings throughout the summer, with a meeting following at the Art Domesticue east side of the square.

June 1st 3rd Washington Farmers' Market of 2017

participating in Ag Day, Washington's 2017 Summer Classic

June 8th 4th Market of 2017

Guest- Heritage/ Senior Farmers Market Nutrition Program, sign up and Voucher dispersal (Tim Getty)
Guest - Hospice of Washington Co.

TNL- Just Us Girls

June 15th 5th Market of 2017

Business Spotlight - The Village (6 unique shops in one location) June Henderson

TNL- Catfish Keith

June 22nd 6th Market of 2017

Mkt Guest - Relay for Life (Bertie Miller)

TNL- Keota Brass Band

June 29th 7th Market of 2017
"BarB-Q /Smoker Challenge"

TNL- The Fairfield Big Band

July 6th 8th Market of 2017

TNL - So. East Ia. Acoustic/Folk Music Club

July 13th 9th Market of 2017 and " BarB-Q/Smoker Challenge (contact for further information)

Guest - Hospice of Washington Co. 9Mary Maxted)

TNL - Patrick Hazell

July 20th 10th Market of 2017

Market as usual....5pm Downtown Central Park, 5pm)

TNL - nothing scheduled (Washington County Fair)

July 27th 11th Market of 2017

TNL - Pennies on the Rail

August 3rd 11th Market of 2017

TNL - Mad Creek Mud Cats

August 10th 12th Market of 2017

TNL - possible rain date

August 17th 13th Market of 2017

August 24th 14th Market of 2017

August 31st 15th Market of 2017

18th Annual "Tasters Choice Salsa Contest" (everyone takes part in this event)
Further information available

September 7th 16th Market of 2017

1st Annual "Tailgate Contest" the Thursday before the Annual University of Iowa
vs Iowa State University 9/09/2017 Game

September 14th 17th Market of 2017

September 21st 18th Market of 2017

Guest - Washington Domestic Violence Coalition

Tentative : Demon FB team 'Supper downtown at the Farmers' Market.'

September 28th 19th Market of 2017

October 5th 20th Market of 2017

Guest - Washington Domestic Violence Coalition




October 12th 21st Market of 2017

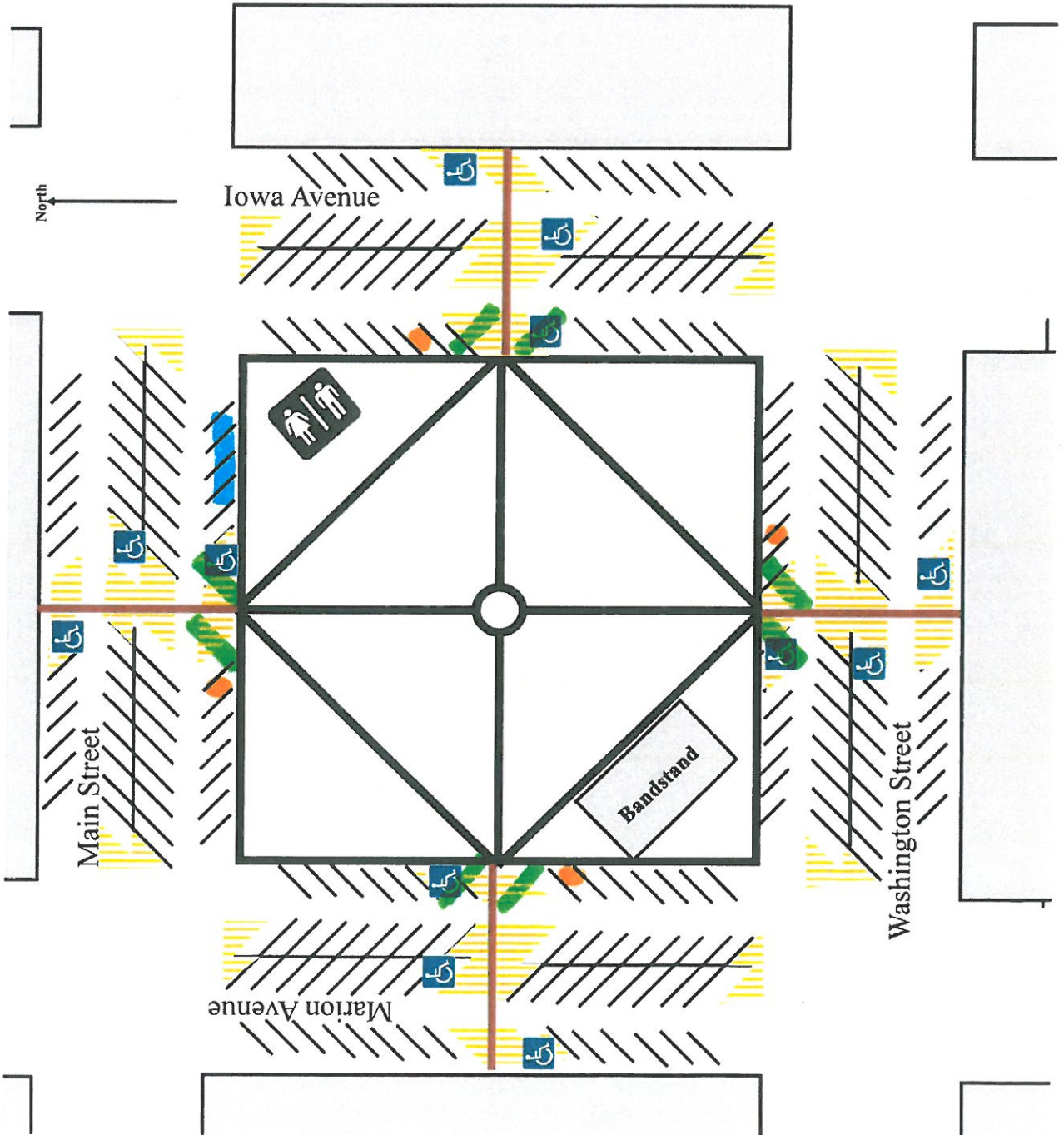
October 19th 22nd and Last Washington Farmers' Market of 2017 Season!!

Thanks,
Bob Shepherd
Washington Farmers' Market
Washington, Iowa 52353
319-458-9396

Farmers' Market Parking Request 2017

Key:

-  = Parking spaces to be blocked for large produce vendors (likely 4, up to 8 spots weekly)
-  = replacement handicap parking spaces
-  = Special Food Truck Vendors





.....
2017 FARMERS' MARKET
BBQ & Smoker Challenge
.....

It's BACK! The BBQ & Smoker Challenge is returning
to Washington's Farmers' Market

July 13th, 2017

Fire up your grill or smoker & join us around
the fountain to compete for the title of best BBQ & great prizes!

Sign up by July 6th at the Market or message us on Facebook

Rules: Any menu of your choosing, must be prepared on a grill/smoker.

Must provide one plate for judges, plated to serve by 5:30 pm

Samples to Market guests are encouraged

(toothpicks will be provided by the Market, any other serving products are your responsibility)



Find us on
Facebook

@WashingtonIAFarmersMarket



2017 WASHINGTON FARMER'S MARKET RULES

Revised May 2017

1. 2017 Washington Farmers' Market dates including holidays:
Thursday Evenings May 18, through October 19, in Central Park/downtown square, Washington, Iowa.
2. Market hours will be:
Central Park/downtown square, Washington, Iowa – Thursday evenings 5:00 p.m. – 7:30 p.m.
3. The vendor/grower shall abide by and comply with the hours of operation as prescribed. Failure to observe these hours may mean loss of the privilege to sell. **NO sales or set backs** are allowed before the official start of the market by the Market Master.
4. Vendors/growers may not occupy or set up their stall until fifty-five (55) minutes before the market begins or 4:05 p.m.
5. The vendor/grower shall pay the sum of \$3.00 advertising/promotion fee to the Washington Farmers' Market Account, per each day of use. If electricity or other amenities are necessary, the fee will be \$5.00 per each day of use.
6. The vendor/grower shall not sublet their space to anyone without the permission of the Washington Market Master.
7. The vendor/grower shall offer to sale only approved items which are actually produced, manufactured, or value added by the vendor there of in the vendor's garden, farm, or home. The offering for sale of any item acquired by/from others, either for resale or consignment, will not be permitted. The market is limited to individuals only; civic, fraternal, religious, governmental organizations or groups must comply with special section governing their participation. Brokers and wholesalers cannot resell their products or produce at the Farmers' Market.

APPROVED ITEMS (per Iowa Department of Inspection and Appeals):

- A. Fresh fruits and vegetables
 1. Washed and stored in clean containers; displayed at least 6" off the ground.
- B. Baked Goods (except soft pies and bakery products with custard or cream fillings)
 1. Must be completely wrapped, covered, bagged, or boxed.
 2. Must be labeled with:
 - a. Name of product
 - b. Quantity
 - c. Ingredients label encouraged
 - d. Name and address of person who made the item

- C. Eggs
 - 1. Cooled and kept cool at 45 degrees
 - 2. Not stored/sold in USDA certified containers
- D. Honey
 - 1. Labeled (see B2 above)
- E. Flowers and Plants
- F. Handicrafts
- G. Cider
 - 1. Labeled (see B2 above)
 - 2. Pasteurization Label or USDA approved Warning Label
- H. Organic Produce
 - 1. Packaged produce labeled (see B2 above)
 - 2. Proof of certification and records available
 - 3. Prominently display ORGANIC OR TRANSITIONAL ORGANIC sign with farm location included.
- I. Jams, Jellies, Noodles, Pasta, Apple Butter, Dehydrated Fruit, Dried Soup Mixes, and other non-potentially Hazardous products (does NOT require refrigeration and is shelf safe).
 - 1. Labeled (see B2 above)
 - 2. Listing of ingredients recommended
 - 3. Pepper Jelly & Salsa are NOT approved

UNAPPROVED ITEMS

- A. Meat, meat products, fish, poultry
- B. Livestock or pets
- C. Dairy Products (examples: homemade butter, raw milk, ice cream)
- D. Home canned low-acid fruits and vegetables
- E. Home processed acidified foods (examples: salsa, egg rolls, pickles)
- F. Cider made from windfall/downfall apples

A person wanting to sell a product that is listed unapproved should contact the Iowa Department of Agriculture and Land Stewardship at (515) 281-6588. They will inform as to what option and requirements are available, if any (i.e. a food service establishment license, Farmers' Market potentially hazardous food license, mobile food license) as well as information and referrals pertaining to weights, measures, and tax questions.

8. The vendor/grower shall be responsible for providing uncontaminated, bacteria free products/produce, using recommended standard agricultural and sanitary practices. Product and personal liability is the responsibility of the vendor, a check with your homeowner's insurance agent is advisable. Questions concerning information regarding product/sample safety should be directed to the Market Master, the Washington County Health officer, Jason Taylor (653-7782), or the Iowa Department of Agriculture and Land Stewardship Horticulture & Farmers Market Bureau (515) 281-6588.
 1. PS # 1. US Food & Drug (11/13/2015)
New standards for produce safety. Testing & records are required at any time that contact is made with produce for wash or irrigation. The well source must be tested & a record kept. The Washington County Health officer, Jason Taylor (653-7782) will test once for free.
9. The vendor/grower shall at all times keep the vendor's space, including the surrounding area, clean and free of debris. The vendor/grower shall remove all personal equipment and product/produce upon departure. All pets, except those for the hearing or visually impaired, will be prohibited from the market area.
10. The vendor/grower shall occupy the prescribed stalls. All walkways or traffic areas must be kept clear.
11. All sales are to be by container or item, not by weight. Sale by weight is permissible and encouraged if scales are State of Iowa Certified or approved (515) 725-1492.
12. Each seller is responsible to file sales tax statements where applicable, contact the Department of Revenue and Finance (800) 367-3388 for further questions concerning reports, temporary sales tax permits, and applications for an Iowa sales tax permit. Vendors shall be prepared to provide necessary information upon request.
13. No person in the public market shall attract attention to his/her articles by outcry or in a boisterous manner. The use of logos/identification on flags, umbrellas, canopies, display, signs and banners, thematic to the product and image of the Farmers' Market are permissible and encouraged.
14. Sales will take place in designated display areas only. The use of large trucks or detachable trailers is prohibited; except under extenuating circumstances, sales on normal traffic areas will be prohibited.
15. In the event that the vendor/grower fails to comply with these rules or the authorized directions of the Market Master, the vendor/grower shall immediately vacate their space and immediately cease sales.

16. The Washington Farmers' Market is a certified Market in the Iowa Farmers' Market Nutritional Program, strict adherence to the rules and regulations concerning the WIC/Nutrition and the Iowa Seniors Nutrition programs and the state food voucher program will be required by participants.
17. The Washington Farmers' Market and the area of Washington Central Park is a "SMOKE FREE ZONE" smoking by participants (vendors and customers) is prohibited!
18. All small burner heat sources are to have an insulating material to protect grass or concrete surface. Hot materials (kettles, bowls, pans or similar hot containers) shall not be placed directly on to the grass or concrete surface.
19. No vehicles will be permitted on the grass.
20. Recycling of plastic, cans, paper bags and cardboard is encouraged. There are recycle trailers in the alley behind the Public Library and the corner of the Muni parking lot across from the Post Office.
21. Class K and Class ABC fire extinguishers are available in the "Sound Room" storage on the left side of the Municipal Band Stand.
 1. PS #2 It is highly encouraged that all growers take the Farmers' Market Food Safety training. It's offered free at: www.safeproduce.cals.iastate.edu. There are four (4) sections;
 - a. Pre-Harvest
 - b. Post-Harvest
 - c. Marketing and Best Practices at the Market
 - d. Value Added Products

WASHINGTON FARMERS' MARKET

Market Master

Robert Shepherd, Jr.

Washington, IA 52353

Cell: (319) 458-9396

E-mail: Shep_farms02@yahoo.com

Facebook: WashingtonFarmersMarket

WASHINGTON FARMERS' MARKET "GUEST" RULES 2017

The Washington Farmers' Market makes a concerted and specific effort to be a home town social, economic, and cultural event every week during the growing season. The Market invites and encourages local organizations to be our guests to disseminate information and support their organization at one of the weekly mini-fairs.

Rules and Regulations for Non-profit Organizations and Community Groups

1. Non-profit organizations and community groups (organizations) shall be allowed at the Washington Farmer's Market three (3) visits per season, only two (2) of which may be on consecutive markets.
2. An organization's request for space must be made to the Market Master a minimum of two (2) weeks prior to the market day requested. The space will be made available on a first come, first served basis.
3. The Iowa Legislature has ruled that all entities, including non-profits and organizations must adhere to the same "safe serve" food rules.
4. All organizations will set up their display in the space assigned by the Market Master.
5. An applicant must provide the Market Master with satisfactory proof of the organization's non-profit status and of his/her position as a representative of the organization.
6. Only non-profit and community information organizations may engage in resale of items related to or in support of their organizations for fund raising purposes.
7. Organization representatives shall not interfere with market operations by aggressively soliciting signatures, donations, or attention. Activities shall not block sidewalks or access to vendor/grower stalls.
8. The market retains the right to regulate the time, place and manner of activities relating to displays, signs, posters, and expressions of the interests represented. The use of fighting words, obscenities, grisly, or gruesome displays, or inflammatory slogans likely to provoke a disturbance are prohibited. The Market Master reserves the right to expel an exhibitor/vendor for such behavior.
9. Each organization must prominently display its name, and must comply with all applicable market rules.

WASHINGTON FARMERS' MARKET

Robert Shepherd, Jr. – Market Master

Washington, IA 52353

Cell: (319) 458-9396 ~ E-mail: Shep_farms02@yahoo.com

Facebook: WashingtonFarmersMarket

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

Please see information below on Mower and Gator options for Parks Dept.

New Parks Mower

X Sinclair Tractor – Washington, IA	Farmers Supply Kalona, IA
2017 John Deere Z970R \$10,750	2017 John Deere Z970R \$11,028
Trade in of 2008 John Deere mower \$1,500	Trade in of 2008 John Deere mower \$2,318
Total mower price = \$9,250	Total mower price = \$8,710

Parks board and Council have budgeted \$10,000 towards a new mower in FY18.

Parks Dept. Gator options

- X Sinclair Tractor New 2017 John Deere Gator XUV 825i 0 hrs - \$10,300
- Farmers Supply 2013 John Deere Gator XUV 825 -26 hrs - \$10,950
- Sinclair Tractor 2013 John Deere Gator XUV 825i 274 hrs - \$10,850
- Sinclair Tractor Fairfield 2012 John Deere Gator XUV 825i 908 hrs - \$9,250
- Sinclair Tractor Winfield 2014 John Deere Gator XUV 825i 583 hrs - \$9,295

X = Recommended

After getting two bids from Sinclair Washington and Farmers supply Kalona and looking around online at used gators I have put together the above information. With the great government discount it makes a brand new 2017 model very reasonable to get. The 2017 from Sinclair would be brand new and have a full warranty. It will also have turn signals and brake lights. Other than that it will be fairly basic and we have deleted the power dump box option for now to lower the price.

Parks Board and Council budgeted \$8,000 towards a gator in FY18. If we were able to put the \$750 in savings on the mower and \$1,550 from our grounds maintenance budget we could purchase a brand new gator from Sinclair Washington. Parks Dept has been very careful with the Parks funds and we project that we will be well below budget for FY17. Parks board at our most recent meeting on May 24 gave the recommendation to purchase the new gator from Sinclair Washington.



Quote Summary

Prepared For:

City Of Washington Parks Dept.
215 E Washington St
Washington, IA 52353
Business: 319-653-6584

Prepared By:

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

Quote Id: 15347138
Created On: 15 May 2017
Last Modified On: 18 May 2017
Expiration Date: 22 May 2017

Equipment Summary

	Selling Price	Qty	Extended
2017 JOHN DEERE Z970R Commercial ZTrak - 1TC970RCAGT051028	\$ 10,750.00 X	1 =	\$ 10,750.00

Equipment Total

\$ 10,750.00

Trade In Summary

	Qty	Each	Extended
2008 JOHN DEERE Z840A - TC840AU010028	1	\$ 1,500.00	\$ 1,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,500.00

Trade In Total

\$ 1,500.00

Quote Summary

Equipment Total	\$ 10,750.00
Trade In	\$ (1,500.00)
SubTotal	\$ 9,250.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 9,250.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 9,250.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 15347138

Customer: CITY OF WASHINGTON PARKS DEPT.

JOHN DEERE XUV825i (MY17)

Hours:

Stock Number:

				Selling Price
				\$ 11,400.00
Code	Description	Qty	Unit	Extended
5117M	XUV825i (MY17)	1	\$ 11,999.00	\$ 11,999.00
Standard Options - Per Unit				
001A	US/Canada	1	\$ 0.00	\$ 0.00
0501	PR - Open Station	1	\$ 0.00	\$ 0.00
1002	Yellow Steel Wheels Ancla M-T Extreme Terrain Tire	1	\$ 0.00	\$ 0.00
2006	Bench Seat - Yellow	1	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box - with Paint and reflectors	1	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	\$ 0.00
4000	OPS with nets	1	\$ 0.00	\$ 0.00
4049	Less Black Roof	1	\$ 0.00	\$ 0.00
4099	Less Power and Protection Package	1	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	\$ 0.00
4249	Less Front Brush Guard	1	\$ 0.00	\$ 0.00
6309	Less Front Hood Rack XUV	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Dealer Attachments				
BM25143	Cargo Box Power Lift Kit	1	\$ 908.43	\$ 908.43
BM26183	Turn Signal Light Harness Kit	1	\$ 140.17	\$ 140.17
BM25546	Turn Signal Light Kit	1	\$ 51.36	\$ 51.36
Dealer Attachments Total				\$ 1,099.96
Value Added Services Total				\$ 0.00
Other Charges				
	Setup	1	\$ 400.00	\$ 400.00
Other Charges Total				\$ 400.00
Suggested Price				\$ 13,498.96
Customer Discounts				
Customer Discounts Total			\$ -2,098.96	\$ -2,098.96
Total Selling Price				\$ 11,400.00



Quote Summary

Prepared For:

City Of Washington Parks Dept.
215 E Washington St
Washington, IA 52353
Business: 319-653-6584

Prepared By:

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

Quote Id: 15347138
Created On: 15 May 2017
Last Modified On: 17 May 2017
Expiration Date: 22 May 2017

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE XUV825i (MY17)	\$ 11,400.00 X	1 =	\$ 11,400.00

Equipment Total

\$ 11,400.00

Quote Summary

Equipment Total	\$ 11,400.00
SubTotal	\$ 11,400.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,400.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,400.00

Subtract Power Dump Box

- 1,100

= \$10,300

Salesperson : X _____

Accepted By : X _____

June 2, 2017

To: City of Washington Council Members

From: Tim and Cindy Widmer

We have been buying Cobra health insurance through the City for Cindy since I retired Feb. 2016. I am on Medicare but Cindy still works fulltime and receives a stipend from her employer to purchase health insurance however she chooses. Cobra insurance purchased through the City has been the best deal we can find. August 2017 will complete 18 months since we've had this arrangement and we're asking for an extension to continue for one more year.

Thank you for your consideration in this matter.

Tim and Cindy Widmer

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



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

Memorandum

June 1, 2017

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

From: Brent Hinson 
City Administrator

Re: Egg Sewer Relocation

As the Council is aware, we are planning to relocate the egg sewer on the block south of City Hall. I have attached a proposed task order from FOX for engineering services for this project. Their engineering costs are included with the cost estimate of \$295,000, which also includes 25% construction contingency. We are planning to have Keith handle project inspection, so recommend the task order without the \$17,500 for "RPR Services".

The project is proposed to be funded by the G.O. bond approved in the FY18 budget.

Brent Hinson

From: Steven Soupir
Sent: Wednesday, May 24, 2017 3:31 PM
To: Brent Hinson
Subject: 204517B - City Hall Interceptor Reroute
Attachments: Task Order 204517B - City Hall Interceptor Reroute.pdf

Brent,

I attached a task order for the egg sanitary sewer interceptor reroute around city hall assuming the project will be similar to option 3 as presented in the April 6th scoping report. I included approximately 2 days a week for on site observation during construction assuming a 30 day window for a majority of this work. We do not have a cost for the geotechnical investigation included as we usually have that completed directly for the city. However, I have included time to coordinate the RFP for the geotechnical exploration and surveying of the boring locations.

If you have any questions or would like to discuss, please contact me.

Thank You,

Steven Soupir, P.E., CFM

FOX Engineering Associates, Inc.

414 South 17th Street | Suite 107 | Ames, IA 50010

Office | 515.233.0000 | Cell | 515.451.7498

www.foxeng.com

**This is Task Order No. 2045-17B,
consisting of 4 pages**

Task Order

In accordance with paragraph 1.01 of the Master Agreement Between Owner and Engineer for Professional Services dated May 1, 2013 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: City Hall Sanitary Sewer Interceptor Reroute
- B. Description: Design, permitting, bidding, and construction services related to installation of approximately 310 lineal feet of new 30-inch diameter sanitary sewer interceptor rerouted around city hall. The new sanitary sewer will begin with a connection at manhole 808 and will be routed to the east to S. 3rd Avenue, south to E. Jefferson Street, then west to the existing interceptor. It is anticipated that the interceptor will be routed within city property outside the current right-of-way. The purpose of this project is to re-route the existing interceptor to allow for the construction of the future city hall expansion. The work shall include new sanitary sewer pipe, manholes, and associated other work.

1. Services of Engineer

Exhibit A shall apply to this project in its entirety, with the following exceptions and additions:

A1.01 Study and Report Phase – Not included; study and report phase has already been completed and revisions are not anticipated to be necessary.

A1.02 Preliminary Design Phase – per Exhibit A, except as follows:

- 1. FOX will complete a topographic field survey of the project's anticipated work areas. The base coordinates for the survey will be based on State Plane coordinates. Survey work does not include a boundary survey or legal property definition.
- 2. The Engineer will advise the Owner on the need for geotechnical investigations. Geotechnical investigations will be performed by others under separate contract with the Owner. It is anticipated that a geotechnical investigation will be needed for this project.
- 3. Engineer will provide a preliminary design of the project alignment.
- 4. Engineer will provide a design meeting conference call to discuss the Preliminary Design Phase documents and project coordination.
- 5. The Engineer will advise the Owner on the need for easement negotiation. Easement negotiations will be performed by others under separate contract with the Owner.
- 6. Submit to Owner three hard copies and one electronic copy of the Preliminary Design Phase documents.

A1.03 Final Design Phase – per Exhibit A, except as follows:

- 1. The Engineer shall prepare the IDNR Construction Permit Application to be executed and submitted by the Owner.
- 2. Design shall include a SWPPP plan.
- 3. Engineer shall include a traffic control plan if necessary.
- 4. Submit to Owner three hard copies and one electronic copy of final Bidding Documents and a current opinion of probable Construction Cost.
- 5. One construction bid package (one prime contract) is assumed for the project.

A1.04 Bidding Phase – per Exhibit A, except as follows:

- 1. The Engineer shall provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - a. Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
 - b. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.

- c. Prepare and distribute signatory copies of the Notice to Proceed.
2. The Engineer shall attend bid opening and public hearing.
3. Bidding Documents - The Engineer shall prepare and distribute a sufficient number of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. Costs for bid document printing and distribution will be paid by the Owner as an additional expense.

A1.05 Construction Phase – per Exhibit A, except as follows:

1. RPR Services will be provided by the Engineer on a part-time basis. The hourly estimate fees are based on 30 working days for this project and assumes RPR to be utilized two days a week and/or as the work dictates.
2. Engineer shall provide construction staking services in general conformance with SUDAS.
3. Engineer shall attend and administer the preconstruction meeting and no more than two progress meetings and/or site visits. Additional site visits shall be performed as an additional expense.
4. Once the Work is substantially complete, the Engineer shall make one site visit and prepare a punch list for items to be completed prior to final acceptance of the project.
5. Construction phase services are based on construction duration of 30 days.

A1.06 Commissioning and Post Construction Phase – per Exhibit A, except as follows:

1. Prepare record drawings based on Contractor furnished information.

A.2.01 Additional Services Requiring Owner's Authorization in Advance – per Exhibit A, except as follows or as specifically identified in this document as part of other phases of work:

1. Property/Easement Acquisitions – If necessary and requested by the Owner, the Engineer will provide services associated with aiding the Owner in obtaining property or easements (temporary or permanent). The Engineer will provide easement descriptions to be filed by the City, prepare documents for public meetings, attend public meetings, and assist in acquiring the easements as per Chapter 6B of the Code of Iowa.

Exhibit D shall apply to this project in its entirety.

2. **Owner's Responsibilities**

Exhibit B shall apply to this project in its entirety.

Times for Rendering Services:

Phase	Days
<u>Preliminary Design Phase</u>	<u>60 days</u>
<u>Final Design Phase</u>	<u>30 days</u>
<u>Bidding Phase</u>	<u>30 days</u>
<u>Construction Phase</u>	<u>30 days (estimated)</u>
<u>Commissioning/Post Construction Phase</u>	<u>as required</u>

The above days are after the date of approval of the agreement and based on Owner providing the necessary information, comments, approvals, etc. to Engineer in a timely manner to allow work to proceed. If there are protracted delays for reasons beyond Engineer's control, the schedule will be adjusted to reflect such delays.

4. Payments to Engineer

Owner shall pay Engineer for services within each phase as follows:

Phase	Method of Payment	Amount
Preliminary Design Phase	Lump Sum	\$19,500
Final Design Phase	Lump Sum	\$9,500
Bidding Phase	Lump Sum**	\$6,500
Construction Phase	Lump Sum***	\$11,000
Construction Staking	Lump Sum	\$3,000
RPR Services (approximately 160 hrs)	Hourly*	\$17,500
Post Construction Phase Services	Hourly*	\$1,500

Total Lump Sum Fee: \$49,500
 Total Estimated Hourly Fee: \$19,000
Estimated Total Fee: \$68,500

- * Hourly/Reimbursable amounts are estimated amounts and not maximums. Engineer will request written authorization from Owner to continue such services should the accumulated hourly amounts charged for any given task or phase reach the estimated total amounts given above.
- ** Costs for bid document printing and distribution will be paid by the Owner as an additional expense.
- *** Includes preconstruction meeting and no more than two progress meetings and/or site visits. Additional site visits shall be performed as an additional expense.

5. Engineer's Consultants:

The Engineer does not anticipate the need to use any subconsultants for this project.

6. Other Modifications to Master Agreement: None

7. Attachments: None

8. Documents Incorporated By Reference: None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2017.

Engineer
Steven J. Troyer 5-24-17
Signature Date
Steven J. Troyer, P.E.
Name

Owner

Signature Date

Name

Principal
Title

Title

Designated Representative for Task Order:

Designated Representative for Task Order:

Steven P. Soupir, P.E.
Name

Brent Hinson
Name

Project Manager
Title

City Administrator
Title

414 South 17th Street, Suite 107
Ames, IA 50010
Address

215 E. Washington Street
Washington, IA 52353
Address

sps@foxeng.com
E-Mail Address

bhinson@washingtioniowa.net
E-Mail Address

515-233-0000
Phone

(319) 653-6584
Phone

515-233-0103
Fax

Fax



E. JEFFERSON ST. AND S. 3rd AVE SANITARY RE-ROUTE

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

April 6, 2017

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

**RE: East Jefferson St. and South 3rd Ave Sanitary Sewer Re-route
Scoping Report**
FOX File No. 2045-15A.200

Dear Mr. Hinson:

Thank you for contacting FOX Engineering Associates, Inc. (FOX) regarding your need for engineering services related to concept and budget costs for realignment of the sanitary sewer from manhole 808 to manhole 810 along East Jefferson Street and South 3rd Avenue.

This scoping study is intended to provide information to the city for budget planning of future projects. Enclosed for your review is the preliminary concept plan and opinion of probable project costs.

FOX Engineering has evaluated the following options based on previous discussions:

1. Option 1 – Sanitary re-route from manhole 810 to manhole 808.
2. Option 2 – Sanitary re-route from manhole 810 to manhole 807.
3. Option 3 – Sanitary re-route from a proposed manhole to manhole 808.

General Project Information

The existing sanitary sewer system route between East Washington Street and East Jefferson Street is currently passing through numerous parcels south of the fire station. The City plans to construct a new fire station south of its current location, and desires to re-route the existing sanitary sewer line to be adjacent to existing streets.

Several assumptions were implemented to complete the opinion of probable project costs as follows:

1. The existing utility information shown is considered approximate. The proposed sanitary sewer must be installed at least 10 feet away from any water mains. Field verification of existing utilities my dictate a need for adjustments of the proposed location.
2. FOX does not have information on services to adjacent homes. The Blair house will need to have a service extended and re-connected as part of this project. FOX assumed \$2,500 for this work.

All of the above play a key role in determining the opinion of probable project costs for the project.

Project Options

1. *Option 1 - Sanitary re-route from manhole 810 on the south of E. Jefferson Street, and north along S. 3rd Avenue to manhole 808, south of the fire station.*

This option includes the addition of approximately 395 LF of 30-inch sanitary sewer main. The sanitary sewer would be trenched throughout the length of the project. The Blair house sanitary service lateral would need to be extended and re-connected as part of this option. The proposed sanitary sewer interceptor re-route will connect to the existing sanitary sewer system at two locations on E. Jefferson Street where it will cross the existing sanitary sewer lines. In addition, a new sanitary sewer line will be extended from the S. 3rd Avenue, by removing and replacing the existing 15-inch sanitary sewer line, to the connection of the existing interceptor at manhole 808.

The budget estimated opinion of probable project cost is **\$410,500**. A figure illustrating this concept is included on the attached Figure C.01.

2. *Option 2 - Sanitary re-route from manhole 810 on the south of E. Jefferson Street, and north along S. 3rd Avenue to manhole 807, south of E. Washington Street.*

This option includes the addition of approximately 565 LF of 30-inch sanitary sewer main and is similar to option 1. However, this option includes extending the 30-inch interceptor reroute to the north to E. Washington Street. The sanitary sewer would be trenched throughout the length of the project.

The budget estimated opinion of probable project cost is **\$531,300**. A figure illustrating this concept is included on the attached Figure C.02.

-
3. *Option 3 - Sanitary re-route from a proposed manhole north of E. Jefferson Street to the east, and north along S. 3rd Avenue to manhole 808, south of the fire station.*

This option includes the addition of approximately 310 LF of 30-inch sanitary sewer main. This option would provide a sanitary manhole over an existing sewer line north of E. Jefferson Street, and does not require a large amount of pavement replacement. The sanitary sewer would be trenched throughout the length of the project.

The budget estimated opinion of probable project cost is **\$295,000**. A figure illustrating this concept is included on the attached Figure C.03.

The opinion of probable construction costs presented above include a 25 percent contingency for a budgetary estimate based on the information available. In addition, the following anticipated engineering and soil boring costs are included in the total project costs as a percentage of the construction costs:

- Engineering
- Surveying
- Specifications
- Bidding
- Permits
- Construction Administration
- Construction Observation
- Construction Staking
- Soils Borings

Summary

A summary of the opinion of probable total project costs are presented in Table 1.

Table 1. Summary of Project Costs

Project Option	Opinion of Total Project Cost
Option 1 - Sanitary re-route from manhole 810 to manhole 808.	\$410,500
Option 2 - Sanitary re-route from manhole 810 to manhole 807.	\$531,300
Option 3 – Sanitary re-route from a proposed manhole to Manhole 808	\$295,000

These costs are presented for planning purposes. If you have any questions or require additional information, please contact me at 515-233-000 or email at sps@foxeng.com.

Respectfully submitted,
FOX Engineering Associates, Inc.



Steven P. Soupir, P.E. CFM
Project Manager

Att: Option 1 Concept Plan Figure C.01
Option 2 Concept Plan Figure C.02
Option 3 Concept Plan Figure C.03

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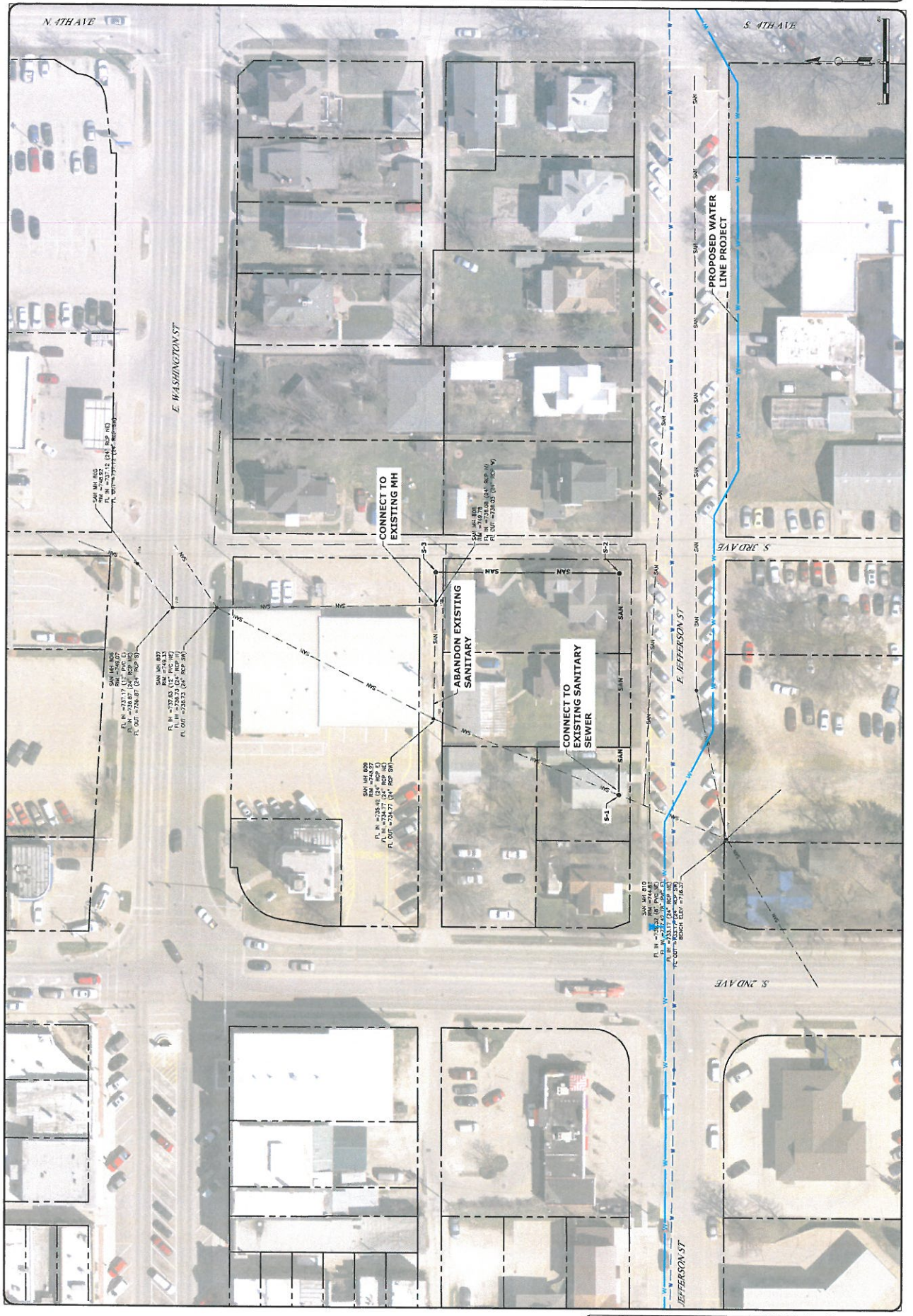
DATE	07/11/17
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CHECKED	SS
DATE	07/11/17
PROJECT	01/11/17

DATE	
PROJECT	

FOX Engineering Associates, Inc.
 414 South 17th Street, Suite 101
 Ames, Iowa 50010
 Phone: (515) 233-0000
 FAX: (515) 233-0103

FOX Engineering
 Engineering Associates, Inc.

CITY OF WASHINGTON, IOWA
 SANITARY SEWER RE-ROUTE OPTION 3
 E. JEFFERSON AND S. 2ND AVE
 PROJECT NO. 20145-USA
 SHEET C.03



DATE	07/11/17
DRAWN	SS
CHECKED	SS
DATE	07/11/17
PROJECT	01/11/17

*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*

Public Bid Announcement
Sale of Commercial Building by the City of Washington

The City of Washington, Iowa, will open public bids on June 1 for the following described real estate located in Washington County, Iowa, to-wit:

- The north half of Lots One (1), Two (2) and Three (3) in Block Nine (9) in the Original Plat of the town, now City of Washington, Washington County, Iowa (local address 123 E. 2nd Street), exact legal description to be obtained from the abstract of title.

The building is an 8,580 square foot commercial building, with most recent uses being a child care and a restaurant. This building is offered in "as-is" condition. The building is located in downtown Washington, 1 ½ blocks off the square. It is zoned B-1 downtown commercial. The property for sale includes an adjacent fenced lot with driveway access.

Sealed bids are due on or before 2 o'clock P.M. on the 1st day of June 1, 2017, in the office of the City Clerk, City Hall, 215 East Washington Street, Washington, Iowa. Minimum bid shall be \$85,000. Bids will be opened immediately following the deadline.

The Washington City Council will hold a public hearing and act on bids for the above-described real estate on Tuesday, June 6, 2017 at 6 o'clock P.M. at the Nicola-Stoufer Room of the Washington Free Public Library, 115 West Washington Street. At that time, the City Council may accept the bids and award the sale to the bidder whose application is the most advantageous to the citizens of the City. The City Council may reject any and all bids in its sole discretion. The City may waive any discrepancies or technicalities associated with said bid.

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

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



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

Memorandum

June 1, 2017

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

From: Brent Hinson
City Administrator

Re: Hotel/Motel Tax Ballot Initiative

Attached is a proposed resolution to place a ballot question on a special election to be held August 1, 2017 regarding the implementation of a 7% hotel/motel tax. In compliance with Iowa law, 50% would be dedicated to tourism and promotion of Washington. The committee would like the remaining 50% used for community promotion and improvement. It takes a simple majority vote to approve the initiative.

The committee also proposes that if the initiative passes, the City and the Chamber enter into a multi-year agreement to jointly determine how best to utilize the new funding stream. Under such an agreement, the City Council would set up a Fund Administration Committee composed of two City representatives, two Chamber representatives, and three general community representatives. This Fund Administration Committee would develop yearly or multi-year plans for fund usage, and present its recommendations to the Chamber Board and City Council for approval.

If the ballot initiative passes, lodging establishments would begin collecting the tax January 1, 2018, and the first payment the City would receive would likely be in mid-June, 2018, and quarterly thereafter. Before that time, we would need to set up a dedicated Hotel/Motel Tax Fund to deposit the tax payments received.

The City Council then proceeded to discuss the matter of calling a special city election.

Council Member _____ introduced the following Resolution entitled "RESOLUTION CALLING A SPECIAL CITY ELECTION", and moved its adoption.

Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION CALLING A SPECIAL CITY ELECTION

WHEREAS, the City of Washington, Iowa, proposes to impose by ordinance a hotel and motel tax within the City; and

WHEREAS, Section 423A.4 of the City Code of Iowa, provides that before the Council of a City may institute proceedings for the imposition of such tax, it shall call a special City election to vote upon the proposition of imposing the tax in accordance with the provisions of the statute; and

WHEREAS, A _____ @, is a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, and is published in said City and of general circulation therein; and

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

Section 1. That there is hereby called a special City election on Tuesday, the 1st day of August, 2017, at which election there shall be submitted to the registered voters of said City the following question, to-wit:

"SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?"

"Shall the City of Washington, Iowa be authorized to impose by Ordinance a Local Hotel and Motel Tax at the rate of seven percent (7%), effective January 1, 2018, with at least fifty percent (50%) of the revenues derived from the Local Hotel and Motel Tax to be used for the promotion and encouragement of tourist and convention business in the city and surrounding areas; and the remaining revenues derived from the Local Hotel and Motel Tax to be used for all other purposes permitted by Chapter 423A of the Code of Iowa?"

Section 2. That the voting place or places for the election, and the hours the polls shall be opened and closed shall be as set out in the notice of election, such notice to be prepared and approved by the County Commissioner of Elections.

Section 3. That the form of ballot to be used at the election shall be of the type authorized by the Code of Iowa that will permit the use of electronic counters and will be in substantially the form set forth in the Notice of Election. That, if more than one public measure shall be submitted to the electors at the time of the election, all such measures shall be printed upon one ballot.

Section 4. That the Election Board for the voting precinct or precincts shall be appointed by the County Commissioner of Elections, not less than 15 days before the date of said election.

Section 5. That the Auditor of Washington County, Iowa, being the County Commissioner of Elections, is hereby directed to publish the notice of election once in the "_____ ", being a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, published in said County and of general circulation therein, the publication to be not less than four clear days nor more than twenty days prior to the date of the election.

Section 6. That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election.

Section 7. That the City Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commissioner of Elections, which filing shall also constitute the "written notice" to the County Commissioner of Elections of the election date required to be given by the governing body under the provisions of Chapter 47 of the Code of Iowa.

PASSED AND APPROVED this 6th day of June, 2017.

Mayor

ATTEST:

City Clerk

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



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

Memorandum

June 1, 2017

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

From: Brent Hinson 
City Administrator

Re: Downtown Investment Grants (DIG) Program

All of the documents are exactly the same as were presented at the May 30 workshop, except that the term of the promissory note was changed as suggested at that meeting. The forms attached for your approval are:

- Memorandum of Understanding: This is the agreement between the City and Main Street governing the use of program funds. All of the other documents are subdocuments to this agreement.
 - Exhibit "A" (1 page): a map of the Main Street District/ eligible project area.
 - Exhibit "B" (2 pages): summary of eligible program activities
 - Exhibit "C" (1 page): letter of intent
 - Exhibit "D" (2 pages): application
 - Exhibit "E" (5 pages): grant agreement and promissory note

I am also suggesting that you change the name of Fund 050 from "Washington Incentive Fund" to "Downtown Investment Grant Fund" to reflect the new program name.

RESOLUTION NO. _____

**A RESOLUTION CREATING A DOWNTOWN INVESTMENT GRANT PROGRAM,
SETTING PROGRAM GUIDELINES AND RENAMING FUND 050**

WHEREAS, the City Council has expressed the desire to establish a new program to incentivize large downtown building renovations, and budgeted for the same; and

WHEREAS, a committee has developed proposed guidelines for said program; and

WHEREAS, the City Council created a Fund 050- Washington Incentive Fund in Resolution 2017-017 on February 21, 2017; and

WHEREAS, the proposed program name has changed, and the Council wishes to match the fund name with the program name.

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

Section 1. The City Council hereby creates a new program to incentivize large downtown building renovations, called Downtown Investment Grants (DIG).

Section 2. The City Council hereby adopts the program guidelines and forms as attached to this Resolution.

Section 3. Fund 050 will hereby be renamed "Downtown Incentive Grant Fund", with the stated purposes as follows:

- a. For the purpose of setting aside appropriate funds for the Downtown Incentive Grant (DIG) Program with Main Street Washington, and related purposes as the Council may designate in the future.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 6th day of June, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Washington, Iowa, a municipal corporation, 215 E. Washington Street, Washington, Iowa 52353 (the “City”); and Main Street Washington, Inc., 205 W. Main Street, Washington, Iowa 52353 (“Main Street”).

WHEREAS, Main Street has heretofore deemed it necessary and desirable for the economic vitality of the City to expand the scope of the Washington Incentive Fund to fund grants for the owners of buildings in the downtown district to upgrade the building facades and storefronts and interior improvements, said program being known as the “Downtown Investment Grants” (the “Program”); and

WHEREAS, the City has agreed to assist in funding the program through monies received from the Washington County Riverboat Foundation; and

WHEREAS, the City has agreed that Main Street shall be the lead agency in implementing the Program with oversight from the City; and

WHEREAS, to that end, the City and Main Street desire to enter into this MOU to outline the obligations of each party as it pertains to the Program.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this MOU agree as follows:

1. That Main Street shall be the lead agency to implement this Program.
2. That the City shall pledge the amount of \$128,500 to the Program to be used for Eligible Program Activities.
3. Eligible Properties. Only the properties identified as the “Project Area” on Exhibit “A” attached hereto, generally described as the “Main Street District” shall be eligible to apply for grant funding via the Program.
4. Eligible Program Activities. The program shall involve forgivable loans of not less than \$25,000 but not more than \$50,000. The minimum owner investment shall be three dollars for every City dollar invested, thus a minimum project size of \$100,000. National Register listed or contributing properties will be given the highest priority for funding. Eligible Program Activities are further described in Exhibit “B” attached hereto.
5. Application Process.
 - a. An application for a Program grant shall be submitted to Main Street for review to determine if the proposed project involves Eligible Program Activities. Letters of intent to apply (as necessary) shall be provided in a form substantially similar to Exhibit “C”, and applications shall be provided in a form substantially similar to Exhibit “D”.

b. If the application is deemed not eligible or is rejected by Main Street, that proposed project shall be denied.

c. If Main Street determines that the proposed project on the application is eligible and that Main Street recommends award of a certain amount of Program funding, Main Street shall submit its recommendation to the Washington City Council for acceptance as a whole or return to Main Street with instructions.

d. If the Washington City Council approves the application, the Program funding shall be disbursed to the applicant as outlined in Section 5 below.

5. Disbursement of Grants by City.

a. Upon approval of an application for funding, the City and the applicant shall enter into a DIG Agreement in a form similar as listed in Exhibit “E” attached hereto (the “Grant Agreement”).

b. After execution of the Grant Agreement by both parties, the City shall record said Grant Agreement and the applicant shall reimburse the City for the costs of said recording.

c. Because the Program wants to encourage long-term investment in the downtown district, the grant disbursed by the City shall be in the form of a three-year forgivable loan, which is repayable if the applicant sells the building to another entity within three years from the Disbursement Date as outlined in the Grant Agreement. The payback schedule shall be as follows:

(i)	Sale in 0-1 years from Disbursement Date:	100% repayment
(ii)	Sale in 1-2 years from Disbursement Date:	50% repayment
(iii)	Sale in 2-3 years from Disbursement Date:	25% repayment
(iv)	Sale after 3 years from Disbursement Date:	Loan is forgiven

d. If required by the applicant’s lending institution, the City shall subordinate the Grant Agreement to the applicant’s first mortgage on the property to be rehabilitated.

e. The City reserves the right to reject any and all applications for any reason whatsoever even if Main Street recommended approval of said application.

Dated this ____ day of _____, 2017.

MAIN STREET:

CITY:

By: _____

Sandra Johnson, Mayor

Print name and title

ATTEST:

Illa Earnest, City Clerk

EXHIBIT A



Main Street Washington Downtown Investment Grants (DIG)

In Partnership with Washington's Local Banks; Grants are made possible through the generosity of the City of Washington, furnished through the Washington County Riverboat Foundation's Municipal Grant Program

The goal of this program is to encourage remodeling and repair work of a larger scale and scope for which our traditional Washington Incentive Fund (WIF) would be insufficient. Projects that are eligible are limited to existing commercial building rehabilitations (not including building acquisition costs) within the Main Street District and that utilize proven Main Street Washington (MSW) practices including emphasis on the Historic Preservation and the Secretary of Interior's Standards and Guidelines, including those that retain unique historic elements and use "green" materials. (<https://www.nps.gov/tps/standards/four-treatments/treatment-rehabilitation.htm>)

Grants are offered on a sliding scale from \$25,000-\$50,000 with a minimum investment of \$100,000 (3:1 minimum match). All projects require owner funding, and all elements of the project must meet MSW criteria. Project timelines are negotiable based on complexity, but are generally limited to 12 months. Projects will be handled in a project team method with checkup meetings on timeline and progress. This differs from the Washington Incentive Fund program, teams are in general the Building Owner, Contractor/Developer, and MSW Design Committee members. Individual grants will be managed within the framework of a written Project Agreement.

Funds will be awarded after the project is completed according to contract with MSW and applications will be available year round with awards made semi-annually, following September 1 and March 1 deadlines.

Main Street Washington wants to support your project in any way we can, so please do not hesitate to ask. We offer:

- ★ Free Main Street Design Assistance from a professional architect
- ★ Technical publications such as Cleaning and Water-Repellent Treatments, Improving Energy Efficiency, Historic Storefronts, Repair of Wooden Windows, etc.
- ★ Interpretation and further explanation of Secretary of Interior's Standards for Rehabilitation
- ★ Certification for low-interest loans from participating local banks
- ★ Information and assistance with state and Federal tax credit programs

Steps in the Application Process:

1. Send a Letter of Intent to Participate (pdf attached) by FAX, email, or to Main Street Washington, 205 W. Main St., Washington IA 52353 [Required for eligibility]
2. Within a few days, the MSW Design Committee will make an appointment to visit your property to discuss your plans. [Required for eligibility]
3. Plan the details of the project with your contractor using information from the MSW Design Committee visit as guidelines. Be sure to contact MSW if you or your contractor have questions.
4. Compute the estimated cost of the project. [Required for eligibility]
5. Complete the application form, attach contractor bids, and return the packet to the Main Street Office, 205 W. Main St., Washington IA 52353. [Required for eligibility]
6. Only AFTER the Main Street Board of Directors and Washington City Council approve your project may work begin.
7. All invoices and proof of payment must be turned in for final drawdown.

RETAIN THIS DOCUMENT FOR REFERENCE

**Main Street Washington Downtown Investment Grant
(DIG)**

Eligibility requirements for all programs will assure high quality that will enhance our downtown for many years to come. Projects must adhere to the proposed plan, as specified in the Project Agreement. Any changes must be approved by the Main Street Washington Design Committee prior to completing that portion of the work. Construction progress meetings will be scheduled as agreed upon by the Project Team. A final walk-through is required to access grant funds.

How to Qualify: All commercial properties in the Main Street District are eligible to apply following the steps described on page one. Final decisions about borrower eligibility for the low interest loans will be determined by each individual lender.

The **Letter of Intent to Participate** must use the form provided. Please include as much information as possible so we can best assist applicants in choosing appropriate materials and methods.

<p>B. Building Improvement A City/WCRF Grant Partnership</p>
<p>Purpose: To facilitate repairs and maintenance on commercial buildings in the Main Street District. The proposed work may be interior or exterior, and may include removal of contemporary façade material in conjunction with other façade improvements.</p>
<p>Incentive: Up to \$50,000 per building for approved plans; match requirement is 3:1 with minimum investment of \$100,000. Grant funds may be applied to labor and materials.</p>

<p>D. Low Interest Loan A Local Financial Institution Partnership</p>
<p>Purpose: For new construction or for making improvements to existing buildings. May be exterior or interior work; no business fixtures or merchandise expenses may be part of the loan.</p>
<p>Incentive: Loans at special DIG terms are available from local lenders. See your bank for details.</p>



**Letter of Intent to Participate
Downtown Investment Grants
(DIG)**

Application forms will be provided at the time the project has been reviewed/walked through.

Questions? Call Sarah at 319-653-3819

Property Owner Information	Business Information , if different than building owner
Name:	Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

★ Who is the **primary contact person** regarding this project? _____

Project Information:

Please check all the items being considered for the project.

- | | | |
|---------------------|--------------------------|------------------------|
| Roof | Exterior Painting | Handicapped Access |
| Masonry Work | Signs | Rear Entrance |
| Basement/Foundation | Awnings | Interior Updating |
| Heating/Cooling | Storefront Restoration | Upper Story Renovation |
| Electrical Work | Transom Windows | Metal Ceiling |
| Site Improvements | Entrances/Doors | Windows |
| Asbestos Abatement | Engineering Consultation | Design Assistance |

Other: _____

Intended Start Date: _____ **Expected Completion Date:** _____

Approximate Project Budget: (bids not necessary at this time)

Signing this document indicates I/we would like a site visit from Main Street Design Committee.

Building Owner Signature _____ Date _____

Business Owner Signature _____ Date _____
(if different than building owner)

Return this form to Main Street Washington, 205 W. Main Street by Noon on Friday, September 1, 2017. Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damages incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.

Scoring Information

In order to be deemed eligible for consideration, all applications must follow the steps listed on page 1 of the invitation to apply. If you no longer have that document, we'll be glad to provide another copy by email. Without the information gained from applicants following the process, the committee can not fairly score the applications.

Applications will be scored on six criteria, but no project must fit into all categories. The categories are:

- the historic integrity - will the historic elements of the building be respected? or in the case of new construction, will the new building blend in and complement the district?
- the aesthetic value of the project - does it contribute to improving the appearance of our business district?
- life safety/ADA issues - does it make a building safer or more accessible?
- does the proposed work improve or assure the structural integrity of the building?
- does the project support economic development by adding useable space to a building?
- does the project make "green" improvements?

Again, no project is expected to fit into all categories, but we expect all projects will be strong in some categories.

All eligible applications will be scored by the Design Committee shortly after the application deadline. Recommendations for grants awards will be sent to the Main Street board & Washington City Council.

All applicants will be notified whether their application was approved or denied shortly after the Main Street board determines the awards and sends it onto Washington City Council.

Once you have signed a contract with MSW to have the work performed as described in the grant application, work may begin.

Work which does not adhere to the approved plan may be subject to non-payment of grant funds.

As always, if you or your contractor have questions or need to make a change to the approved plan, please call the Main Street office at 319-653-3918 before doing the work in question.

EXHIBIT "E": Grant Agreement & Promissory Note

Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5th Street, Coralville, Iowa 52241 (319) 351-2277
Return document to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

MAIN STREET WASHINGTON/CITY OF WASHINGTON DOWNTOWN INVESTMENT GRANT AGREEMENT

In consideration of INSERT GRANT AMOUNT (the "Grant Amount"), received from the Downtown Investment Grant Program for rehabilitation assistance for property generally referred to as INSERT ADDRESS, Washington, Iowa, and legally described as:

INSERT LEGAL DESCRIPTION

(the "Property")

The undersigned owner, INSERT OWNER(s) name (collectively the "Owner"), hereby states that the Owner is lawfully seized of the Property described above, and hereby gives consent to the creation and imposition of a lien to, and in favor of the City of Washington, Iowa, as lien holder upon the Property, subject to the terms and conditions outlined below:

1. Construction of the Improvements. After approval of the application of a Downtown Investment Grant by the Washington City Council to rehabilitate the Owner's Property (the "Improvements"), the Owner shall submit appropriate plans and specifications to the City and obtain all necessary permits to construct the improvements listed in the grant application at the Property in strict compliance with all applicable laws, regulations and ordinances.
2. Required Expenditure. Prior to the disbursement of the Grant Amount by the City, the Owner shall submit documentation showing to the City's satisfaction that the Owner has spent at least three (3) times the Grant Amount on the Improvements (the "Owner Threshold"). The Grant Amount will be reduced accordingly if the Owner Threshold does not show at least a three to one ratio of Owner expenses as compared to the Grant Amount.
3. Disbursement of Grant Amount. After the issuance of a Certificate of Occupancy, the City will disburse the Grant Amount to the Owner (the "Disbursement Date").
4. Repayment of the Grant Amount. If any of following circumstances should occur prior to the Third (3rd) Anniversary of the Disbursement Date, the Repayment Schedule listed in Section 3 of this Agreement shall become effective:

EXHIBIT "E": Grant Agreement & Promissory Note

a. If the Property is sold or transferred to another party, including via real estate contract, sale of the corporate entity holding title to the real estate or any other transfer; or

b. If the Property is abandoned or is otherwise in violation of any applicable law pertaining to occupancy of the Property.

c. If however, the transfer occurs because of the death of the Owner, then Section 5 shall not be triggered.

5. Repayment Schedule. If any of the events listed in Section (3)(a) or (3)(b) above occur prior to the 3rd Anniversary of the Disbursement Date, the Owner shall repay to the City, the following amounts:

a. Event occurs within 0-1 years from Disbursement: 100%

b. Event occurs within 1-2 years from Disbursement: 50%

c. Event occurs within 2-3 years from Disbursement: 25%

6. Forgiveness of Grant. If the Repayment Schedule is not triggered prior to the 3rd Anniversary of the Disbursement Date, then the entire Grant is hereby forgiven and no longer remains a lien on the Property.

7. Promissory Note. To evidence the obligation to repay the Grant Amount, the Owner and City shall execute the Promissory Note in the form listed on Appendix 1 to this Agreement.

8. The provisions of this Agreement shall inure to the benefit of the parties and shall run with the land.

Dated this ____ day of _____, 2017.

OWNER:

CITY:

By: _____

Sandra Johnson, Mayor

By: _____

ATTEST:

Illa Earnest, City Clerk

INSERT APPROPRIATE NOTARY BLOCKS FOR RECORDING

CITY OF WASHINGTON
CITY FORGIVABLE LOAN
PROMISSORY NOTE

Dated this _____ day of _____, 2017.

\$ _____

Washington, Iowa

FOR VALUE RECEIVED, the undersigned (hereafter called the "Maker") promises to pay to the order of the City of Washington, Iowa (hereafter called the "Payee"), at its office at City Hall, 215 E. Washington Street, Washington, Iowa, or upon notice to the Maker, at such other place as may be designated from time to time by the holder, the principal sum of _____, to be paid as follows:

A 3-year \$ _____ loan at three percent (3%) interest per annum.

1. Payments. All payments under the Note shall be applied in this order:

- (1) to interest, and
- (2) to principal.

2. Loan Agreement; Acceleration Upon Default. This Note is issued by Maker to evidence an obligation to repay a loan according to the terms of that certain Downtown Investment Grant Agreement, dated _____, 2017, between the Payee and Maker and, at the election of the holder without notice to the Maker, shall become immediately due and payable in the event that any of the events in Section 4 of the Downtown Investment Grant Agreement should occur prior to the 3rd Anniversary of the issuance of an Occupancy Permit by the City of Washington.

3. Security. Payment of this Note is secured by a lien created by the recording of the Downtown Investment Grant Agreement.

4. Waiver. No delay or omission on the part of the holder in exercising any right under this Note shall operate as a waiver of that right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.

5. Waiver of Protest. Each maker, surety indorser and guarantor of this Note, expressly waives presentment, protest, demand, notice of dishonor or default, and notice of any kind with respect to this Note.

6. Costs of Collection. The Maker will pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Notice on default.

7. Meaning of Terms. As used in this Note, "holder" shall mean the Payee or other indorsee of this Note, who is in possession of it, or the bearer hereof, if this Note is at the time payable to the bearer. The word "Maker" shall mean each of the undersigned. If this Note is signed by more than one person, it shall be the joint and several liabilities of such persons.

8. Miscellaneous. The captions of paragraphs in this Promissory Note are for the convenience of reference only, shall not define or limit the provisions hereof, and shall not have any legal or other significance whatsoever.

ACCEPTED & AGREED:

(SEAL)

Payee:
CITY OF WASHINGTON, IOWA

By: _____
Sandra Johnson, Mayor

ATTEST:

By: _____
Illa Earnest, City Clerk

Maker:
OWNER

By: _____

Print name and title

LOAN FORGIVENESS SCHEDULE

Upon the passage of one (1) year from the issuance of the Occupancy Permit, if the Developer is in compliance with the terms of the Development Agreement, the City shall forgive 50% of the Note amount.

Upon the passage of two (2) years from the issuance of the Occupancy Permit, if the Developer is in compliance with the terms of the agreement, the City shall forgive 25% of the Note amount.

Upon the passage of three (3) years from the issuance of the Occupancy Permit, if the Developer is in compliance with the terms of the Development Agreement, the entire Note amount shall be forgiven by the City.

Brent Hinson

From: Bruce McAvoy
Sent: Friday, June 02, 2017 1:23 PM
To: Brent Hinson; WFD Station; Greg Goodman; Steve Donnolly; Kevin Olson
Subject: Washington's Fireworks Ordinance Updated Draft
Attachments: City of Washington Fireworks Ordinance, Draft 2.docx

Gentlemen,

After discussing our city's fireworks ordinance with my peers in the state, I've amended my first draft. This new draft is more in line with Iowa Administrative Code, and the site plan process being used by the SFMO.

As of right now the following businesses in Washington have requested initial licensing through the SFMO. Once all initial paperwork is completed and reviewed by the SFMO, I will get notified to conduct an inspection.

- Cobb Oil Company Inc, dba BP One Trip
- Dollar General
- Walmart

Bruce McAvoy

Fire Code Official

Washington Fire Department

215 East Washington Street

Washington, IA 52353

Station - (319) 653-2236

Cell - (319) 458-0312

Updated 6/5/17

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CITY CODE OF WASHINGTON, IOWA, BY
AMENDING CHAPTER 41.12 (FIREWORKS PERMIT)

WHEREAS, the General Assembly of the State of Iowa has taken measures to allow the sale and use of consumer fireworks in the State of Iowa during specific timeframes and pursuant to applicable state licensure; and

WHEREAS, the new legislation provides for city councils, by ordinance, to prohibit or limit the use of consumer fireworks within their jurisdiction, if determined a public safety risk or a nuisance to neighbors.

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

SECTION 1. AMEND CHAPTER 41.12 (FIREWORKS PERMIT). The Code of Ordinances of the City of Washington, Iowa, is amended by repealing Section 41.12 and adopting the new section stated as follows:

41.12 FIREWORKS

The sale, use or exploding of fireworks within the City is subject to the following:

1. **Definition.** For purposes of this section, definitions are enumerated in the Iowa Code section 727.2, which definitions are incorporated herein by reference.

(Code of Iowa, Sec. 727.2)

2. Sales - General Requirements.

- A. Prior to any person engaging in the sale of consumer fireworks, the following shall be provided to the fire chief or their designee:
 - 1) License: Proof of valid license issued from the state fire marshal.
 - 2) Liability Insurance: Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount of \$2,000,000.
 - 3) Fire Inspection: Any property, building, or premise whether it be permanent or temporary, intended for the sale of consumer fireworks shall have an initial fire inspection completed by the fire chief or their designee prior to engaging in the sale of consumer fireworks. The fire chief or their designee shall cause an annual inspection to occur meeting the requirements of the current National Fire Protection Code 1124 and fire code adopted by the City of Washington. Inspection Costs shall be assessed as follows:
 - a. Permanent Structure where fireworks are sold - Annual inspection fee of \$100.

- 9) Any person engaged in consumer firework sales in any other zone other than commercial zoned areas shall not be approved for sales within the city limits.

3. Fireworks - Discharging General Requirements.

- A. No person under the age of 18 shall discharge a DOT 1.4 class consumer firework without parental supervision.
- B. A person shall only discharge a consumer fireworks device on real property they own or on property where consent has been given. Novelties, including snakes, sparklers, or caps, can be discharged on a public place so long as all trash, wrappers, and wires are properly disposed of.
- C. Consumer fireworks shall not be discharged by persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotic.
- D. Any person discharging a consumer fireworks device assumes all responsibility for its operation and the consequences thereof. No person shall discharge a consumer fireworks device in a reckless manner or manner likely to cause death, injury, fire, or property damage.
- E. No person shall discharge a consumer fireworks device outside the following dates and hours:
 - 1) June 1 thru July 8 from the hours of 9am until 10pm.
Exception: discharge hours are extended to 11 pm on July 4th only.
 - 2) December 10 thru January 3 from the hours of 9am until 10pm.
Exception: discharge hours are extended to 12:30am on January 1.
- F. It shall be unlawful to alter, remove, or discharge components of a consumer fireworks device from its intended method of discharging.
- G. Sky lantern open flame devices are not permitted to be released within the city limits, except if tethered by a retrievable rope so long as the person discharging has control over the sky lantern.
- H. The City may, upon application in writing, grant a permit for the display of display fireworks on public property by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when such display fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:
 - 1) Personal Injury: \$250,000 per person.
 - 2) Property Damage: \$50,000.

3) Total Exposure: \$1,000,000.

4. **Violations.** All violations of any provisions of this Chapter are hereby declared simple misdemeanors and/or municipal infractions. Violations may be prosecuted as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the fire chief or Police Chief. Fines shall be set by resolution of the City Council. Violations of this chapter shall be reported to the state fire marshal.

5. **Exceptions.** This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theater, or for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2017.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2017.

City Clerk

Compare 6/5 proposed to
5/11 proposed

ORDINANCE NO. ____

**AN ORDINANCE AMENDING THE CITY CODE OF WASHINGTON, IOWA, BY
AMENDING CHAPTER 41.12 (FIREWORKS PERMIT)**

WHEREAS, the General Assembly of the State of Iowa has taken measures to allow the sale and use of consumer fireworks in the State of Iowa during specific timeframes and pursuant to applicable state licensure; and

WHEREAS, the new legislation provides for city councils, by ordinance, to prohibit or limit the use of consumer fireworks within their jurisdiction, if determined a public safety risk or a nuisance to neighbors.

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

SECTION 1. AMEND CHAPTER 41.12 (FIREWORKS PERMIT). The Code of Ordinances of the City of Washington, Iowa, is amended by repealing Section 41.12 and adopting the new section stated as follows:

41.12 FIREWORKS

The sale, use or exploding of fireworks within the City is subject to the following:

1. **Definition.** For purposes of this section, definitions are enumerated in the Iowa Code section 727.2, which definitions are incorporated herein by reference.

(Code of Iowa, Sec. 727.2)

2. Sales - General Requirements.

- A. Prior to any person engaging in the sale of consumer fireworks, the following shall be provided to the fire chief or their designee:
 - 1) License: Proof of valid license issued from the state fire marshal.
 - 2) Liability Insurance: Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount of \$2,000,000.
 - 3) Fire Inspection: Any property, building, or premise whether it be permanent or temporary, intended for the sale of consumer fireworks shall have an initial fire inspection completed by the fire chief or their designee prior to engaging in the sale of consumer fireworks. The fire chief or their designee shall cause an annual inspection to occur meeting the requirements of the National Fire Protection Code 1124 (2006 edition) and the current fire code adopted by the City of Washington; '15 International Fire Code. Inspection Costs shall be assessed as follows:
 - a. Permanent Structure where fireworks are sold - Annual inspection fee of \$100.

- b. Temporary or Non-Brick or Mortar Building where fireworks are sold - Annual inspection fee of \$200.

B. Dates of Sale: Consumer fireworks sales shall only be conducted in accordance with dates and times designated by Iowa Code Section 727.2. It shall be unlawful to sell consumer fireworks without meeting the requirements specified in this ordinance, or to sell fireworks outside of the dates specified.

- 1) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.
- 2) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 and July 8.

C. Safety Requirements: The following safety requirements shall be adopted for all locations where consumer fireworks are sold:

- 1) Not more than 100 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located inside a commercial business with other mercantile products for sale.
- 2) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located inside a building where fireworks are the primary business.
- 3) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located in a temporary structure used primarily for fireworks sales.
- ~~4) Any permanent structure used primarily for the purpose of consumer fireworks sales shall be located 35 feet from a property line, public roadway, alley, or highway; and 70 feet from an inhabited building.~~
- ~~5) Any temporary structure having not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located 55 feet from a property line, public roadway, alley, or highway; and 110 feet from an inhabited building.~~
- ~~6) Smoking, open flame source, or matches shall not be located within 50 feet where consumer fireworks are sold. The following exemptions apply:
 - a. Lighters and matches may be sold as part of a retail business in commercial structures who engage in other merchandise sales where consumer fireworks are not the primary business.
 - b. Locations that engage in consumer fireworks sales as a primary source of revenue may sell extended lighters so long as lighters are located in a sealed package and not opened within the store premises.~~
- ~~7) All electrical wiring shall meet NFPA 70 National Electrical Code. Permanent structures or buildings used primarily for consumer fireworks sales shall meet wiring requirements for a hazardous location, including covered light fixtures to avoid sparks upon failure or damage to lights.~~

- ~~8) Locations shall maintain a 48-inch clear aisles between consumer fireworks display shelves.~~
- ~~9) Locations shall maintain two approved exits for egress during an emergency. All approved exits shall be clearly marked with approved signage; except that, exit signs shall be illuminated in permanent structures.~~
- 4) Consumer fireworks sales shall only be permitted in a single story at grade building or structure to facilitate easy exiting during an emergency.
- 5) Locations shall have a minimum of two ~~10 pound ABC rated fire extinguishers~~ fire extinguishers; 1 being a 2.5 gallon pressurized water fire extinguisher having a UL rating of 2A and one being a 10 pound ABC dry chemical fire extinguisher, having a minimum UL listing of 4A, 60B,C mounted and inspected in accordance with NFPA 10. Additional fire extinguishers shall be placed in locations to prevent travel distance exceeding 50 feet in order to reach a fire extinguisher.
- a. ~~For stands less than 500 square feet only one 10 pound ABC rated fire extinguisher, having a minimum UL Listing of 4A, 60B,C shall be required.~~
- ~~12) All doors used as service doors outside the view of a clerk shall be locked to prevent unauthorized persons from entering the building unnoticed. If doors are approved exit doors as part of the two approved exits needed, they shall be operable without special tools, keys, or knowledge. Delayed or alarmed egress doors are permitted so long as release is activated within 8 seconds.~~
- ~~13) No persons under the influence of alcohol, drugs, or narcotics, shall be allowed to remain in the business where consumer fireworks are sold as a primary business.~~
- 6) No more than one "conex" container or approved explosive magazine shall be located on site for short-term storage of extra product. All containers shall be properly placarded and equipped with tamper proof locking devices. It is permitted to place containers in a security fenced area.
- 7) Individual consumer fireworks devices or opened consumer fireworks packages shall not be permitted to be displayed. No open fuses shall be exposed during storage inside a sales location.
- 8) Consumer fireworks sales shall only be allowed in areas zoned for commercial use.
- 9) Any person engaged in consumer firework sales in any other zone other than commercial zoned areas shall not be approved for sales within the city limits.
- ~~18) No person shall sell a DOT 1.4 class consumer firework to a person under the age of 18.~~
- ~~19) Consumer fireworks shall not be sold to an intoxicated person or to any person whom a reasonable person would believe may be impaired by other substances.~~

3. **Fireworks - Discharging General Requirements.**

- A. No person under the age of 18 shall discharge a DOT 1.4 class consumer firework without parental supervision.
- B. A person shall only discharge a consumer fireworks device on real property they own or on property where consent has been given. Novelties, including snakes, sparklers, or caps, can be discharged on a public place so long as all trash, wrappers, and wires are properly disposed of.
- C. Consumer fireworks shall not be discharged by persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotic.
- D. Any person discharging a consumer fireworks device assumes all responsibility for its operation and the consequences thereof. No person shall discharge a consumer fireworks device in a reckless manner or manner likely to cause death, injury, fire, or property damage.
- E. No person shall discharge a consumer fireworks device outside the following dates and hours:
 - 1) June 1 thru July 8 from the hours of 9am until 10pm.
Exception: discharge hours are extended to 11 pm on July 4th only.
 - 2) December 10 thru January 3 from the hours of 9am until 10pm.
Exception: discharge hours are extended to 12:30am on January 1.
- F. It shall be unlawful to alter, remove, or discharge components of a consumer fireworks device from its intended method of discharging.
- G. Sky lantern open flame devices are not permitted to be released within the city limits, except if tethered by a retrievable rope so long as the person discharging has control over the sky lantern.
- H. The City may, upon application in writing, grant a permit for the display of display fireworks on public property by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when such display fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:
 - 1) Personal Injury: \$250,000 per person.
 - 2) Property Damage: \$50,000.
 - 3) Total Exposure: \$1,000,000.

4. **Violations.** All violations of any provisions of this Chapter are hereby declared simple misdemeanors and/or municipal infractions. Violations may be prosecuted as either a

misdemeanor criminal offense or a municipal infraction at the sole discretion of the fire chief or Police Chief. Fines shall be set by resolution of the City Council. Violations of this chapter shall be reported to the state fire marshal.

5. **Exceptions.** This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theater, or for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed First Reading by the City Council of Washington, Iowa, ___ day of _____, 2017.

Passed Second Reading by the City Council of Washington, Iowa, the ___ day of _____, 2017.

PASSED AND ENACTED by the City Council of Washington, Iowa, the ___ day of _____, 2017.

, Mayor

ATTEST:

, City Clerk

1st Reading –

Motion by Council Member __, seconded by Council Member __, first reading of Ordinance No. _____ (2016/2017).

AYES: _____

NAYS: -
ABSENT: -

2nd Reading - _

Motion by Council Member __, seconded Council Member __, to approve the second reading of Ordinance No. __ (2016/2017).

AYES: -
NAYS: -
ABSENT: -

3rd Reading - _

Motion by Council Member __, seconded by Council Member __, to approve the third reading of Ordinance No. __ (2016/2017)

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Ordinance No. __ (2016/2017) was passed on _____.

I certify that the foregoing was published as Ordinance No. __ (2016/2017) on the __ day of __ 2017.

, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF WASHINGTON, IOWA,
CHAPTER 55, ANIMAL PROTECTION AND CONTROL**

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

Section 1. Chapter 55, "Animal Protection and Control" is hereby repealed.

Section 2. A new Chapter 55, "Animal Protection and Control" is adopted as follows:

"CHAPTER 55 ANIMAL PROTECTION AND CONTROL"

55.01 DEFINITIONS. The following terms are defined for use in this chapter:

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

5. "At Large" means off the premises of the animal's owner and not under the control of a competent person, whether by use of a leash or electronic device; restrained within a motor vehicle; or housed in a veterinary hospital or kennel.
6. "Business" means any enterprise relating to any of the following:
 - A. The sale or offer for sale of goods or services.
 - B. A recruitment for employment or membership in an organization.
 - C. A solicitation to make an investment.
 - D. An amusement or entertainment activity.
7. "Cat" means any member of the feline species.
8. "Confinement Area" means the outdoor portion of an owner's property occupied by and available to an animal.
9. "Dangerous Animal" means:
 - A. Any animal which is not naturally tame or gentle, which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies to do so;
 - B. Any animal declared to be vicious by the Police Chief or designee; and
 - C. Any animal defined by this ordinance as an "illegal animal".
10. "Dog" means any member of the canine species.
11. "Ear Tipping" means the removal of the distal one-quarter of a cat's left ear, which is approximately three-eighths (3/8) inch or one (1) centimeter, in an adult and proportionately smaller in a kitten. Ear tipping is an effective and universally accepted method to identify a spayed or neutered and vaccinated feral or free-roaming cat. This procedure is performed under sterile conditions and anesthetic concurrent to a spay or neuter surgery.
12. "Fair" means any of the following:
 - A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the Code of Iowa or any fair event conducted by a fair under the provisions of Chapter 174 of the Code of Iowa.
 - B. An exhibition of agricultural or manufactured products.

- C. An event for operation of amusement rides or devices or concession booths.
13. "Game" means a "game of chance" or "game of skill" as defined in §99B.1 of the Code of Iowa.
14. "Illegal Animal" means:
- A. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition; and which is capable of killing, inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies as a species to do so;
 - B. Any animal declared to be illegal by the City Council;
 - C. Any non-domesticated member of the order of carnivore which as an adult exceeds the weight of 20 pounds;
 - D. Any of the following animals, which shall be deemed to be illegal animals, per se:
 - (1) Lions, tigers, jaguars, leopards, cougars, lynx and bobcats;
 - (2) Wolves, coyotes and foxes;
 - (3) Badgers, wolverines, weasels, and skunk and mink;
 - (4) Raccoons;
 - (5) Bears;
 - (6) Monkeys and chimpanzees;
 - (7) Bats;
 - (8) Alligators and crocodiles and caimans;
 - (9) Scorpions;
 - (10) Snakes and reptiles which are venomous;
 - (11) Snakes that are constrictors over six feet in length;
 - (12) Gila monsters;
 - (13) Opossums;
 - (14) All apes, baboons and macaques;
 - (15) Piranhas;

- (16) Any crossbreed of such animals which have similar characteristics to the animals specified above.
15. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas, emus; farm deer as defined in §170.1 of the Code of Iowa; or poultry.
 16. "Live Trap" means a box style trap designed for catching an animal alive and uninjured.
 17. "Owner" means any person owning, keeping, sheltering or harboring an animal (or allowing the keeping, sheltering or harboring of an animal on the premises of said person.
 18. "Permanent Identification" means an animal being implanted with an identifying microchip or being ear tipped.
 19. "Pet" means a living dog, cat or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko or iguana.
 20. "Responsible Party" means a person at least eighteen (18) years of age or any person under the age of eighteen (18) years old who is able to adequately supervise an animal within the City.
 21. "Tethering" means the use of a rope, chain, strap, cord or similar device which is attached to an animal to restrict its movement to a specific radius.
 22. "Vicious Animal. An animal is deemed to be vicious when it shall have attacked or bitten any person or animal without provocation or when the propensity to attack or bite any person or licensed animal exists and such propensity is known to the owner, or should have been reasonably known to the owner.

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

1. A Responsible Party is at the premises where the tethered dog is located.
2. The tether is connected to the dog by a buckle-type collar or body harness made of nylon or leather, not less than one inch in width.
3. The tether has the following properties: it is at least five times the length of the dogs body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than one half (1/2) of the dog's weight; and it is free of tangles.
4. The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.
5. The dog is not outside during a period of extreme weather, including without limitation extreme heat or near-freezing temperatures, thunderstorms, or tornadoes or other types of strong storms, including ice and snow.
6. The dog has access to water, shelter, and dry ground.
7. The dog is at least 6 months of age. Puppies shall not be tethered.
8. The dog is not sick or injured.
9. Pulley, running line, or trolley systems are at least 15 feet in length and are less than 7 feet above the ground.
10. The dog is tethered in a location that is generally free of feces.

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

55.03 MINIMUM CONFINEMENT AREA. It shall be unlawful for an owner to fail to provide a confinement area of at least one hundred square feet per dog.

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

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

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

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

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

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

55.10 ANIMALS AT LARGE PROHIBITED. It is unlawful for any owner or person assigned control over any animal lawfully allowed in the City to allow said animal to run at large as defined in Section 55.01(5) of this Ordinance. Any animal found to be at large shall be presumed to be so as the result of lack of sufficient supervision by the animal's owner. Proof that said animal was at large shall constitute in evidence a prima facie presumption in any proceeding charging an owner with a violation of this section.

This Section shall not apply to any feral cat that has been trapped, spayed or neutered and released as part of a program of the City, provided that animal has been provided permanent identification.

55.11 IMPOUNDING AND DISPOSITION.

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

2. The owner, if known, of such animal shall be notified that the animal has been impounded. Such owner may repossess such animal upon payment to the Clerk of the sum of twenty-five dollars (\$25.00) as an impounding fee for the first offense; fifty (\$50.00) as an impounding fee for the second offense for the same owner or home residence within the same calendar year; and one hundred dollars (\$100.00) as an impounding fee for the third and each successive offense thereafter for the same owner or home residence within the same calendar year.

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

4. When an animal has been apprehended and impounded, written notice shall be given in not less than two (2) days to the owner, if known. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an animal is not vaccinated for rabies, by having it immediately vaccinated for rabies. If the owner does not redeem the animal within seven (7) days of the date of notice, or if the owner cannot be located within seven days, the animal may be humanely destroyed or otherwise disposed of in accordance with the law.

5. Any animal that has been impounded by the City for a third time within a twelve month period shall not be released unless the animal has been spayed or neutered and provided with permanent identification.
- 55.12 RABIES CONTROL. All dogs and cats six (6) months or more of age shall be immunized against rabies and a current rabies vaccination tag, furnished by a licensed veterinarian, shall be attached to the animal's collar or harness. Dogs or cats not immunized or without a current rabies vaccination tag may be seized and impounded as provided in Section 55.16 of this chapter.
- 55.13 QUARANTINE. The owner of any animal which is suspected of having rabies, or which shall have bitten any person, shall upon demand by the Police Chief or designee, produce and surrender up such animal to be held in quarantine for observation for that period necessary to detect the existence or nonexistence of rabies. An animal with proof of current rabies vaccination may be quarantined at the owner's home or another suitable location as determined by the Police Chief or designee. An animal without proof of current rabies vaccination must be quarantined under the care of a licensed veterinarian or as otherwise determined by the Police Chief or designee for a minimum of ten (10) days. The cost of caring for a quarantined animal shall be paid by the owner.
- 55.14 DISPOSAL OF INFECTED OR TOXIC ANIMAL. If, upon examination by a licensed veterinarian, any animal shall prove infected with rabies or otherwise toxic, such dog or cat shall be disposed of and it shall be the duty of said veterinarian to notify the City Health Officer or any positive rabies case found, without delay.
- 55.15 CONFINEMENT OF FEMALE DOGS OR CATS IN HEAT. The owner of any female dog or cat in heat shall confine said female dog or cat in a building, or otherwise keep the same in such manner so that said female dog or cat cannot come into contact with another animal except for planned breeding.
- 55.16 SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS DOGS, ILLEGAL ANIMALS AND DANGEROUS ANIMALS.
1. It is unlawful for any person to keep, maintain harbor or have in his or her possession any dangerous or illegal animal within the City, except as outlined in Section 55.17. Any illegal or dangerous animal shall be impounded using any reasonable method.
 2. It is unlawful for any person to keep, maintain or harbor a vicious animal within the City.

3. If any animal is accused of being vicious under subsection 2 above, whether the animal is at-large or restrained on private property, the Police Chief or his or her designee may cause the impounding of said animal. Within five (5) days following notice of such impoundment, the City Administrator or his or her designee shall schedule a hearing thereon, giving the animal's owner at least five (5) days advance notice of said hearing. Pending the hearing, said animal shall be impounded in the municipal shelter or pound.
4. The hearing shall be to determine the following:
 - a. Whether or not the animal is vicious;
 - b. Whether or not the owner has failed to reasonably restrain the animal; and
 - c. Whether or not it is in the public interest to humanely destroy said animal.The hearing before the City Administrator or his or her designee shall be conducted in accordance with rules promulgated therefor.
5. If pursuant to subsection 4, a determination is made that the animal is Vicious, that the owner has failed to reasonably restrain said animal and that it is in the best interest of the public to destroy said animal, then the animal shall be humanely destroyed within five (5) days of the issuance of the City Administrator's written ruling. The owner of said animal may appeal said decision to the City Council within five (5) days of the filing of the City Administrator's ruling, and after hearing in front of the City Council and decision thereby, the owner may appeal the decision of the City Council to a court of competent jurisdiction within five (5) days of the City Council's written ruling.
6. Any animal found at-large and behaving in an unusual, dangerous, unresponsive or aggressive manner may be promptly destroyed by a police officer.

55.17 KEEPING OF DANGEROUS OR ILLEGAL ANIMALS PROHIBITED. No person shall keep, shelter, or harbor any dangerous or illegal animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any other purpose or in any other capacity with the City except as provided in Section 55.18 of this chapter.

55.18 DANGEROUS OR ILLEGAL ANIMAL EXCEPTIONS. The prohibition contained in Section 55.17 of this chapter shall not apply to the keeping of dangerous or illegal animals in the following circumstances:

1. The keeping of dangerous or illegal animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view or for the purpose of instruction, research or study.

2. The keeping of dangerous or illegal animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.
3. The keeping of dangerous or illegal animals in a bona fide, licensed veterinary hospital for treatment.
4. The keeping of dangerous or illegal animals by a wildlife rescue organization with appropriate permit from the Iowa Department of Natural Resources.
5. Any dangerous or illegal animals under the jurisdiction of and in the possession of the Iowa Department of Natural Resources, pursuant to Chapters 481A and 481 B of the Code of Iowa.
6. The keeping of snakes and reptiles that are venomous and the keeping of snakes that are constrictors six feet in length and over, by any individual 18 years of age or older who (a) has received a degree or bachelor or science, based upon courses of instruction which include courses in herpetology, from an accredited college level institution, or (b) has successfully completed a course of instruction taught under the auspices of a zoo on the proper handling, care and keeping of such animals, or (c) has completed a course of instruction of at least 20 hours' duration at an accredited educational institution on the care, handling and keeping of reptiles, before the effective date of the ordinance codified by this chapter. Such person shall also apply for and receive from the Clerk a permit to keep such animals, and such application shall be on a form approved by the Council.

55.19 IMMEDIATE SEIZURE OR DESTRUCTION OF ANIMALS. Any animal found at large which is a dangerous or illegal animal as defined by this Chapter may be immediately seized anywhere within the City, in which case the Police Chief or designee is authorized to destroy it immediately pursuant to Chapter 351 of the Code of Iowa. Any dog which is believed to be vicious and is not properly confined may be treated as a dangerous animal, and be immediately seized anywhere within the City.

55.20 PERMANENT REMOVAL FROM CITY. Any animal required by any provision of this chapter to be removed, voluntarily or otherwise, from the City, shall be so removed by its owner or the person harboring or having control of such animal to a location approved by the Police Chief or designee. Said owner or person in control shall provide the Police Chief or designee a notarized statement designating the place to which the animal has been removed. An animal not removed as required, or an animal which has been removed and which is again found illegally within the City shall be destroyed.

55.21 ANIMAL WASTE. It is unlawful for any person who owns, houses, leads, walks, or otherwise maintains control of any animal or pet which defecates anywhere within the City limits to fail to immediately remove the feces produced by said animal or pet to a garbage or waste receptacle after first placing said feces in a plastic or other impermeable bag and sealing said bag by tying it securely or using a "twist tie," tape or similar device to prevent the odors from escaping from said bag into the atmosphere. All structures, yards, kennels, or pens wherein any dog, cat, pet or other animal is contained must be kept clean and free from odors caused by animal waste and/or feces.

55.22 PETS AWARDS PROHIBITED.

1. Prohibition. It is unlawful for any person to award an animal or advertise that an animal may be awarded as any of the following:
 - A. A prize for participating in a game.
 - B. A prize for participating in a fair event.
 - C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.
 - D. An inducement or condition for executing a contract which includes provisions unrelated to the ownership, care or disposition of the pet.
2. Exceptions. This section does not apply to any of the following:
 - A. A pet shop licensed pursuant to §162.5 of the Code of Iowa if the award of an animal is provided in connection with the sale of an animal on the premises of the pet shop.
 - B. Youth programs associated with 4-H Clubs; Future Farmers of America; the Isaac Walton League of America; or organizations associated with the outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

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

55.24 TRAPPING OF ANIMALS. Only box style live traps shall be allowed within the city limits.”

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect after final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

Approved on First Reading: _____
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2017.

City Clerk

CHAPTER 55

ANIMAL PROTECTION AND CONTROL

55.01 Definitions	55.13 Quarantine
55.02 Animal Neglect or Cruelty	55.14 Disposal Of Infected Or Toxic Animal
55.03 Minimum Confinement Area	55.15 Confinement Of Female Dogs Or Cats In Heat
55.04 Abandonment of Cats & Dogs	55.16 Seizure, Impoundment And Disposition Of Vicious Dogs, Illegal Animals And Dangerous Animals
55.05 Livestock Neglect	55.17 Keeping Of Illegal Animals Prohibited
55.06 Livestock	55.18 Dangerous or Illegal Animals Exceptions
55.07 Damage or Injury	55.19 Immediate Seizure Or Destruction Of Animals
55.08 Annoyance or Disturbance	55.20 Permanent Removal From City
55.09 <u>O</u> wner's Duty	55.21 Animal Waste
55.10 <u>A</u> nimals <u>D</u> ogs and <u>C</u> ats At Large Prohibited	55.22 Pet Awards Prohibited
55.11 Impounding and Disposition	55.23 Liability For Damages
55.12 Rabies Control	55.24 Trapping of Animals

55.01 DEFINITIONS. The following terms are defined for use in this chapter:

1. "Adequate shelter" means that each of the following exists:

A.A. Shelter from Sunlight. When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all animals kept outdoors to protect themselves from the direct rays of the sun.

A.B. Shelter from Rain or Snow. All animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.

Ce. Shelter From Cold Weather. Shelter shall be provided for all animals kept outdoors when the atmospheric temperature falls below fifty (50) degrees Fahrenheit. Sufficient clean bedding material or other means of protection from the weather shall be provided when the ambient temperature falls below that temperature to which the species is acclimated.

D. Drainage. A suitable method shall be provided to rapidly eliminate excess water from the living area of the animal.

2. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.
3. "Allow" or "Permit" means to allow to be done or occur; to tolerate; to agree to; or to provide opportunity for.
4. "Animal" means any living creature not human.
5. "At Large" means off the premises of the animal's owner and not under the control of a competent person, whether by use of a leash or electronic device; restrained within a motor vehicle; or housed in a veterinary hospital or kennel.
6. "Business" means any enterprise relating to any of the following:

A. -A. The sale or offer for sale of goods or services.

~~B.~~ B. A recruitment for employment or membership in an organization.

~~C.~~ C. A solicitation to make an investment.

~~D.~~ D. An amusement or entertainment activity.

7. "Cat" means any member of the feline species.
8. "Confinement Area" means the outdoor portion of an owner's property occupied by and available to an animal.
9. "Dangerous Animal" means:

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

~~A.~~ B. Any animal declared to be vicious by the Police Chief or designee dangerous by the Council; and

~~C.e.~~ Any animal defined by this ordinance as an "illegal animal".

10. "Dog" means any member of the canine species.

11. "Ear Tipping" means the removal of the distal one-quarter of a cat's left ear, which is approximately three-eighths (3/8) inch or one (1) centimeter, in an adult and proportionately smaller in a kitten. Ear tipping is an effective and universally accepted method to identify a spayed or neutered and vaccinated feral or free-roaming cat. This procedure is performed under sterile conditions and anesthetic concurrent to a spay or neuter surgery.

~~11.~~12. "Fair" means any of the following:

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

~~A.B.~~ A.B. An exhibition of agricultural or manufactured products.

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

~~12.~~13. "Game" means a "game of chance" or "game of skill" as defined in §99B.1 of the Code of Iowa.

~~13.~~14. "Illegal Animal" means:

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

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

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

D. Any of the following animals, which shall be deemed to be illegal animals, per se:

(1) Lions, tigers, jaguars, leopards, cougars, lynx and bobcats;

(2) Wolves, coyotes and foxes;

(3) Badgers, wolverines, weasels, and skunk and mink;

- (4) Raccoons;
- (5) Bears;
- (6) Monkeys and chimpanzees;
- (7) Bats;
- (8) Alligators and crocodiles and caimans;
- (9) Scorpions;
- (10) Snakes and reptiles which are venomous;
- (10) Snakes that are constrictors over six feet in length;
- (11) Gila monsters;
- (12) Opossums;
- (13) All apes, baboons and macaques;
- (14) Piranhas;
- (15) Any crossbreed of such animals which have similar characteristics to the animals specified above.

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

~~15-16.~~ "Live Trap" means a box style trap designed for catching an animal alive and uninjured.

~~16.~~ ~~"Offending Animal" means a "vicious dog", "illegal animal" or a "dangerous animal" as defined hererin.~~

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

~~17-18.~~ "Permanent Identification" means an animal being implanted with an identifying microchip or being ear tipped.

19. "Pet" means a living dog, cat or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster,

mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko or iguana.

20. “Responsible Party” means a person at least eighteen (18) years of age or any person under the age of eighteen (18) years old who is able to adequately supervise an animal within the City.

~~18.21.~~ “Tethering” means the use of a rope, chain, strap, cord or similar device which is attached to an animal to restrict its movement to a specific radius.

~~19.22.~~ “Vicious Animal. An animal is deemed to be vicious when it shall have attacked or bitten any person or animal without provocation or when the propensity to attack or bite any person or licensed animal exists and such propensity is known to the owner, or should have been reasonably known to the owner. ~~DOS’ means:~~

~~A. Any dog which has attacked a human being or domestic animal one or more times, without provocation;~~

~~B. Any dog with a history, tendency or disposition to attack, to cause injury or to otherwise endanger the safety of human beings or domestic animals;~~

~~—c.— Any dog that snaps, bites or manifests a disposition to snap or bite;~~

~~D. Any dog that has been trained for dog fighting, animal fighting or animal baiting or is owned or kept for such purposes;~~

(Code of Iowa, Sec. 351.2)

(Ord. 921 - 2012 Supp.)

~~55.02—55.02~~ ANIMAL NEGLECT OR CRUELTY. No person who impounds or confines, in any place, any domestic animal or fowl or dog or cat shall fail to supply such animal during confinement with a sufficient quantity of food and water, or shall fail to provide the dog or cat with adequate shelter, or shall torture, torment, mutilate, beat, or kill such animal by any means which causes unjustified pain, distress or suffering. ~~It is unlawful to chain, tether or otherwise attach a dog to a stationary object for more than five hours during any 24-hour period. (Code of Iowa, Sec. 717B.3)~~

Any enclosure used as a primary means of confinement for a dog must meet the definition of proper enclosure as stated in this code. It shall be unlawful for a

responsible party to tether a dog ~~while~~ outdoors, except when **ALL** of the following conditions are met. This section shall not apply to the transportation of dogs:

1. A Responsible Party is at the premises where the tethered dog is located.~~The dog is in visual range of the responsible party, and the responsible party is located outside with the dog.~~
2. The tether is connected to the dog by a buckle-type collar or body harness made of nylon or leather, not less than one inch in width.
3. The tether has the following properties: it is at least five times the length of the dogs body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than ~~twice~~ one half (1/2) of the dog's weight; and it is free of tangles.
4. The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.
5. The dog is not outside during a period of extreme weather, including without limitation extreme heat or near-freezing temperatures, thunderstorms, or tornadoes or other types of strong storms, including ice and snow.
6. The dog has access to water, shelter, and dry ground.
7. The dog is at least 6 months of age. Puppies shall not be tethered.
8. The dog is not sick or injured.
9. Pulley, running line, or trolley systems are at least 15 feet in length and are ~~less than~~ 7 feet above the ground.
10. The dog is tethered in a location that is generally free of feces.

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

~~55.03~~ 55.03 MINIMUM CONFINEMENT AREA. It shall be unlawful for an owner to fail to provide a confinement area of at least one hundred square feet per dog. ~~less than the following:~~

- ~~1. For one dog under 50 pounds: 6 feet by 10 feet (60 square feet)~~
- ~~2. For one dog over 50 pounds or two dogs under 50 pounds: 8 feet by 10 feet (80 square feet)~~
- ~~3. For two dogs over 50 pounds each or three dogs under 50 pounds: 8 feet by 12 feet (96 square feet)~~

- ~~4. For three dogs over 50 pounds each or four dogs under 50 pounds: 10 feet by 14 feet (140 square feet)~~
- ~~5. Four dogs over 50 pounds each: 12 feet by 16 feet (192 square feet)~~
- ~~6. For five or more dogs, a minimum of 48 square feet per dog.~~
- ~~7. In any case in which an owner has a mix of dogs weighing below and above 50 pounds, the greater confinement space requirement as listed above shall be required.~~8.

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

(Code of Iowa, Sec. 717B.7)

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

(Code of Iowa, Sec. 717.2)

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

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

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

~~55.9~~55.09 OWNERS DUTY. It is the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It is the

duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to suffering from rabies.

(Code of Iowa, Sec. 351.38)

55.10 ANIMALS ~~DOGS AND CATS~~ AT LARGE PROHIBITED. It is unlawful for any owner or person assigned control over any animal lawfully allowed in the City to allow said animal to run at large as defined in Section 55.01(5) of this Ordinance. Any animal found to be at large shall be presumed to be so as the result of lack of sufficient supervision by the animal's owner. Proof that said animal was at large shall constitute in evidence a prima facie presumption in any proceeding charging an owner with a violation of this section. ~~It is unlawful for any owner or person assigned control of said animal to allow a dog or cat to run at large, as defined in Section 55.01(5) of the Washington Municipal Code of Ordinances, within the corporate limits of the City. Any dog found at large shall be presumed to be so as a result of lack of sufficient supervision by its owner. Proof that said dog was at large shall constitute in evidence a prima facie presumption in any proceeding charging an owner with a violation of this section.~~

55.10 This Section shall not apply to any feral cat that has been trapped, spayed or neutered and released as part of a program of the City, provided that animal has been provided permanent identification.

55.11 IMPOUNDING AND DISPOSITION.

1. Any animal ~~dog or cat found~~ at large in violation of this chapter shall be seized and impounded.
2. The owner, if known, of such animal ~~dog or cat~~ shall be notified that the animal ~~dog or cat~~ has been impounded. Such owner may repossess such animal ~~dog or cat~~ upon payment to the Clerk of the sum of twenty-five dollars (\$25.00) as an impounding fee for the first offense; fifty (\$50.00) as an impounding fee for the second offense for the same owner or home residence within the same calendar year; and one hundred dollars (\$100.00) as an impounding fee for the third and each successive offense thereafter for the same owner or home residence within the same calendar year.
3. Impounded animals ~~dogs or cats~~ may be recovered by the owner upon proper identification and by compliance with the provisions of this Chapter.
- ~~4.~~ 4. When an animal has been apprehended and impounded, written notice shall be given in not less than two (2) days to the owner, if known.

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Impounded animals may be recovered by the owner upon payment of impounding costs, and if an ~~unvaccinated~~ animal is not vaccinated for rabies, by having it immediately vaccinated for rabies. If the owner does not redeem the animal within seven (7) days of the date of notice, or if the owner cannot be located within seven days, the animal may be humanely destroyed or otherwise disposed of in accordance with the law.

5. Any animal that has been impounded by the City for a third time within a twelve month period shall not be released unless the animal has been spayed or neutered and provided with permanent identification.

- 55.12 RABIES CONTROL. All dogs and cats six (6) months or more of age shall be immunized against rabies and a current rabies vaccination tag, furnished by a licensed veterinarian, shall be attached to the animal's collar or harness. Dogs or cats not immunized or without a current rabies vaccination tag may be seized and impounded as provided in Section 55.16~~2~~ of this chapter.
- 55.13 QUARANTINE. The owner of any animal ~~dog or cat~~ which is suspected of having rabies, or which shall have bitten any person, shall upon demand by the ~~Police Chief~~Police Chief or designee, produce and surrender up such animal~~dog or cat~~ to be held in quarantine for observation for that period necessary to detect the existence or nonexistence of rabies. An animal~~A dog or cat~~ with proof of current rabies vaccination may be quarantined at the owner's home or another suitable location as determined by the ~~Police Chief~~Police Chief or designee. An animal~~dog or cat~~ without proof of current rabies vaccination must be quarantined under the care of a licensed veterinarian or as otherwise determined by the ~~Police Chief~~Police Chief or designee for a minimum of ten (10) days. The cost of caring for a quarantined animal~~dog or cat~~ shall be paid by the owner.
- 55.14 DISPOSAL OF INFECTED OR TOXIC ANIMAL. If, upon examination by a licensed veterinarian, any animal shall prove infected with rabies or otherwise toxic, such dog or cat shall be disposed of and it shall be the duty of said veterinarian to notify the City Health Officer or any positive rabies case found, without delay.
- 55.15 CONFINEMENT OF FEMALE DOGS OR CATS IN HEAT. The owner of any female dog or cat in heat shall confine said female dog or cat in a building, or otherwise keep the same in such manner so that said female dog or cat cannot come into contact with another animal except for planned breeding.
- 55.16 SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS DOGS, ILLEGAL ANIMALS AND DANGEROUS ANIMALS.
1. It is unlawful for any person to keep, maintain harbor or have in his or her possession any dangerous or illegal animal within the City, except as outlined in Section 55.17. Any illegal or dangerous animal shall be impounded using any reasonable method.
 2. It is unlawful for any person to keep, maintain or harbor a vicious animal within the City.

3. If any animal is accused of being vicious under subsection 2 above, whether the animal is at-large or restrained on private property, the Police Chief or his or her designee may cause the impounding of said animal. Within five (5) days following notice of such impoundment, the City Administrator or his or her designee shall schedule a hearing thereon, giving the animal's owner at least five (5) days advance notice of said hearing. Pending the hearing, said animal shall be impounded in the municipal shelter or pound.

4. The hearing shall be to determine the following:

a. Whether or not the animal is vicious;

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

c. Whether or not it is in the public interest to humanely destroy said animal.

The hearing before the City Administrator or his or her designee shall be conducted in accordance with rules promulgated therefor.~~1.~~

5. If pursuant to subsection 4, a determination is made that the animal is Vicious, that the owner has failed to reasonably restrain said animal and that it is in the best interest of the public to destroy said animal, then the animal shall be humanely destroyed within five (5) days of the issuance of the City Administrator's written ruling. The owner of said animal may appeal said decision to the City Council within five (5) days of the filing of the City Administrator's ruling, and after hearing in front of the City Council and decision thereby, the owner may appeal the decision of the City Council to a court of competent jurisdiction within five (5) days of the City Council's written ruling.

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6. Any animal found at-large and behaving in an unusual, dangerous, unresponsive or aggressive manner may be promptly destroyed by a police officer.

~~The Police Chief, in his or her discretion or upon receipt of a complaint alleging that a particular animal is a vicious dog, illegal animal, or dangerous animal as defined herein, may initiate proceedings to declare said animal an "offending animal." If the owner contest said designation, a hearing on the matter shall be conducted by the City Council. The person owning, keeping, sheltering or harboring the offending animal in question shall be given not less than 72 hours' written notice of the time and place of said hearing. Said notice shall set forth the description of the offending animal in question and the basis for the allegation of viciousness. The notice shall be served upon any adult residing at~~

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~~the premises where the animal is located, or may be posted on those premises if no adult is present to accept service.~~

- ~~2. If, after hearing, the City Council determines an animal is an offending animal held in violation of this chapter as set out in the notice of hearing, the Council shall order the person owning, sheltering or harboring or keeping the animal to confine the animal as required by this chapter, or remove it from the City or have it destroyed. The order shall immediately be served upon the person against whom it is issued in the same manner as the notice of hearing. If the order is not complied with within three days of its issuance, the Police Chief is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the person against whom the order of the City Council was issued has not appealed such order, or has not complied with the order, the Police Chief shall cause the animal to be destroyed. Before being returned to the owner, an unaltered dog shall be surgically spayed or neutered, unless the dog has been duly registered for breeding purposes. (Ord. 1009-2013 supp)~~
- ~~3. Failure to comply with an order of the City Council if not appealed is a misdemeanor.~~

~~4. Any animal which is alleged to be an offending animal and which is under impoundment or quarantine at the animal shelter shall not be released to the owner, but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner, if the dog is determined to be vicious or the animal is found to be an offending animal. If the dog is not determined to be vicious or the animal is found not to be offending, all costs shall be paid by the City except cost attributable to initial confinement prior to notice or costs of any required quarantine which shall nonetheless be paid by the owner.~~

55.17 KEEPING OF DANGEROUS OR ILLEGAL ANIMALS PROHIBITED. No person shall keep, shelter, or harbor any dangerous or illegal animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any other purpose or in any other capacity with the City except as provided in Section 55.18 of this chapter.

55.18 DANGEROUS OR ILLEGAL ANIMAL EXCEPTIONS. The prohibition contained in Section 55.17 of this chapter shall not apply to the keeping of dangerous or illegal animals in the following circumstances:

1. The keeping of dangerous or illegal animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view or for the purpose of instruction, research or study.
2. The keeping of dangerous or illegal animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.
3. The keeping of dangerous or illegal animals in a bona fide, licensed veterinary hospital for treatment.
4. The keeping of dangerous or illegal animals by a wildlife rescue organization with appropriate permit from the Iowa Department of Natural Resources.
5. Any dangerous or illegal animals under the jurisdiction of and in the possession of the Iowa Department of Natural Resources, pursuant to Chapters 481A and 481 B of the Code of Iowa.
6. The keeping of snakes and reptiles that are venomous and the keeping of snakes that are constrictors six feet in length and over, by any individual 18

years of age or older who (a) has received a degree or bachelor or science, based upon courses of instruction which include courses in herpetology, from an accredited college level institution, or (b) has successfully completed a course of instruction taught under the auspices of a zoo on the proper handling, care and keeping of such animals, or (c) has completed a course of instruction of at least 20 hours' duration at an accredited educational institution on the care, handling and keeping of reptiles, before the effective date of the ordinance codified by this chapter. Such person shall also apply for and receive from the Clerk a permit to keep such animals, and such application shall be on a form approved by the Council.

55.19 IMMEDIATE SEIZURE OR DESTRUCTION OF ANIMALS. Any animal found at large which is a dangerous or illegal animal as defined by this Chapter may be immediately seized anywhere within the City, in which case the ~~Police Chief~~Police Chief or designee is authorized to destroy it immediately pursuant to Chapter 351 of the Code of Iowa. Any dog which is believed to be vicious and is not properly confined may be treated as a dangerous animal, and be immediately seized anywhere with the City.

55.20 PERMANENT REMOVAL FROM CITY. Any animal required by any provision of this chapter to be removed, voluntarily or otherwise, from the City, shall be so removed by its owner or the person harboring or having control of such animal to a location approved by the ~~Police Chief~~Police Chief or designee. Said owner or person in control shall provide the ~~Police Chief~~Police Chief or designee a notarized statement designating the place to which the animal has been removed. An animal not removed as required, or an animal which has been removed and which is again found illegally within the City shall be destroyed.

55.21 ANIMAL WASTE. It is unlawful for any person who owns, houses, leads, walks, or otherwise maintains control of any animal or pet which defecates anywhere within the City limits to fail to immediately remove the feces produced by said animal or pet to a garbage or waste receptacle after first placing said feces in a plastic or other impermeable bag and sealing said bag by tying it securely or using a "twist tie," tape or similar device to prevent the odors from escaping from said bag into the atmosphere. All structures, yards, kennels, or pens wherein any dog, cat, pet or other animal is contained must be kept clean and free from odors caused by animal waste and/or feces.

55.22 PETS AWARDS PROHIBITED.

1. Prohibition. It is unlawful for any person to award an animal or advertise that an animal may be awarded as any of the following:
 - A. A prize for participating in a game.
 - B. A prize for participating in a fair event.
 - C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.
 - D. An inducement or condition for executing a contract which includes provisions unrelated to the ownership, care or disposition of the pet.
2. Exceptions. This section does not apply to any of the following:
 - A. A pet shop licensed pursuant to §162.5 of the Code of Iowa if the award of an animal is provided in connection with the sale of an animal on the premises of the pet shop.
 - B. Youth programs associated with 4-H Clubs; Future Farmers of America; the Isaac Walton League of America; or organizations associated with the outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

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

55.24 TRAPPING OF ANIMALS. Only box style live traps shall be allowed within the city limits.

(Ord. 995-2012 supp)

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



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

Memorandum

June 1, 2017

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

From: Brent Hinson
City Administrator

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

Re: Lead Soil Removal at Water Plant Site

In April 2015, we had a lead paint inspection done on the old north tower to prepare for demolition as part of the new north tower project. We found no lead paint on the tank itself, but did find considerable lead paint contamination in the soil below the tower, no doubt from past sandblasting of paint on that tower. As a result, we did not include demolition of the footings or removal of the soil in the contract, since it is specialized work that could have driven up the bid price for the new tower project.

We recently sought competitive quotes on the soil removal from DeLong, G&R Miller, Leichty & Son, and Cornerstone. We got one quote back, from DeLong, in the amount of \$66,110. While this is slightly higher than what we were hoping, it is much lower than the initial estimate FOX was able to get, which was \$101,350. We developed the project budget for the north tower project with the higher number in mind, so there is adequate funding to proceed. We are aiming to get this project done before major work begins on the plant project, so time is of the essence.



May 25, 2017

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

RE: Soil Remediation and Disposal at Site of Former Elevated Water Tank
FOX P.N. 3424-16C.440

Dear Mr. Hinson and City Council:

The purpose of this letter is to summarize the results of the recent quotation received for the subject named project and to provide our recommendation for consideration.

One (1) quotation for the project was received and opened on May 24, 2017 at 2:00 p.m. by the City Clerk. The City Clerk did not find that the quotation proposal was unresponsive upon initial opening of documents. The quotation proposal received was submitted by DeLong Construction, Inc. of Washington, Iowa. The quotation amount submitted was \$66,110.00. The engineer's opinion of probable construction cost was \$50,625.00. There were no alternates. This quotation was based on unit prices submitted by the Contractor and quantities calculated by the Engineer. Actual quantities will be recorded in the field during the project's execution. Payment will be based upon those field recorded quantities, verified by the Engineer. A bid tabulation summary is enclosed for your reference.

The Contractor who prepared this quotation was one of the three contractors in contact with the Engineer during the bidding period and was expected to submit a proposal. The other two Contractors, J&R Miller and Leichy & Son were working on quotations, but had decided not to submit their quotation. J&R Miller stated that he was not able to get pricing from a supplier in time. The Engineer was not able to reach Leichy & Son prior to drafting this letter.

The quotation documents established that the contract will be awarded to the lowest responsive, responsible Bidder whose quotation is in the best interest of the Project. DeLong Construction, Inc. of Washington, Iowa, submitted the apparent low bid.

Based on information provided by the Contractor who submitted the lowest quotation and our own cost opinion, we did some further investigation into the difference in cost, especially Quotation Item 6. The Engineer's cost opinion assumed that Item 6 would be billed along with Item 4. After speaking with DeLong, they assumed that if Item 6 would be needed, then Item 4 would not be billed. So in essence, DeLong's Item 6 includes Item 4 in its costs. Further, the other reason why DeLong's bid item 6 is a greater cost is due to Terracon further developing their plan during the bidding period. Terracon found that 2-3 lifts and Contractor mobilizations would be needed to treat the soil with Calciment, whereas this was not known to the Engineer when the

Engineer's cost opinion was tabulated. Now that this refinement is known, the Engineer agrees that it is necessary and that the cost appears to be reasonable.

As a review, the work included in this project involves multiple steps to be done in order. First, the soil will be sampled and tested using the Toxicity Leaching Test Procedure (TCLP), which measures how much the lead in the soil will leach out of the soil when soaked in water. This test was not previously done and is required for landfill disposal of the soil. If the soil tests above the threshold value that the landfill can accept, then the soil will be sampled and mixed with a soil treatment additive which fixes the lead to the soil matrix so that it cannot leach out. Terracon (Cedar Rapids office) will prepare three mix ratios of the soil and treatment additive and then test the mixes using the TCLP. Upon finding the correct additive rate, Terracon will direct the Contractor on how to incorporate the additive on site. The additive will be mixed in place and the soil will not be moved away from the site until an acceptable TCLP test has been accomplished. The Engineer will continue to be in contact with the DNR throughout the process to ensure that the regulations are being complied with.

While the soil testing is occurring and before the soil in the contaminated area is worked, the Contractor will isolate the buried piping to be removed from the active part of the distribution system. Outside of the contaminated soil area, the Contractor will remove a short section pipe and install a concrete plug and thrust block.

The proposed method of treating the soil has generally been successful elsewhere in the state. Once the TCLP test results are below the required value, we have been assured by the SEMCO Landfill that the soil will be accepted. Once the contaminated soil has been removed, the Contractor will then remove the remains of the old water tower foundations, piping vault, and buried piping from the area. Last, the site will be backfilled with uncontaminated soil material and seeded.

The scope of work involved in this project is well within the capabilities of the Contractor. DeLong has performed multiple earthwork projects in the local area. Terracon Engineering (Cedar Rapids office) is familiar with the water treatment plant site as it has performed the geotechnical investigations for the last two projects at the water plant site. Terracon also has experience with the soil sampling, testing and treatment methods involved. FOX Engineering has not found a information which would indicate that DeLong Construction will not deliver a successful project.

After review of the quotation and discussions with Kyle Johnson of DeLong Construction, we believe they the Contractor has the practical knowledge of the work, adequate equipment, and personnel to complete the project. Performance of the work will be backed with a 100% performance and payment bond, along with a two-year maintenance bond. While the proposal is higher than the Engineer's Opinion of Probable Cost, it is not uncommon to see variability in pricing for contaminated soil treatment and removal from one location to another. Fortunately for the people of Iowa, this type of work is not common. FOX Engineering recommends that the City award the Contract to DeLong Construction for the quoted amount. Please feel free to contact us if you have any questions or comments regarding this recommendation.

If the Council approves of awarding the contract, we also ask the Council to consider authorizing the Mayor, or other designated individual, to approve the Agreement once the performance, payment, and maintenance bond and insurance certificates are verified to be in accordance with the Contract Documents. Signing the Agreement prior to the next Council meeting will permit the construction period to be started sooner.

Sincerely,
FOX ENGINEERING ASSOCIATES, INC.



Robbie J. Baker, P.E.
Project Manager

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as "Lead Soil Removal at Water Plant Site" has been designed and publicized for competitive quotations under the process allowed by Iowa law, and said quotations were received on May 24, 2017:

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

Section 1. That the following quotation for the construction of certain public improvements described in general as "Lead Soil Removal at Water Plant Site" be and is hereby accepted, the same being the lowest responsible quotation received for said work, as follows:

Contractor: _____ DeLong Construction, Inc. _____

Amount of Bid: _____ \$66,110.00 _____

Section 2. That the Mayor and Clerk are hereby directed to execute the necessary contract & bonds with the contractor for the construction of said public improvements.

PASSED AND APPROVED, this 6th day of June, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

TABULATION OF QUOTATIONS

**Soil Remediation and Disposal at Site of Former Elevated Storage Tank
Washington, Iowa**

Quotation DATE: May 24, 2017

FOX PN: 3424-16C.440

				Engineer's Cost Opinion		DeLong Construction, Inc. PO Box 488 Washington, IA 52353	
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	Lump Sum	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
2	Isolate/disconnect piping in Work Area from Distribution System	Lump Sum	1	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
3	Contaminated Soil Sampling and Testing	Each Occurrence	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
4	Contaminated Soil Removal and Disposal	Per Ton	200	\$70.00	\$14,000.00	\$80.00	\$16,000.00
5	Determination and implementation of soil additive application rate to fixate metals in contaminated soil	Lump Sum	1	\$3,500.00	\$3,500.00	\$3,000	\$3,000.00
6	Incorporate soil additive into contaminated soil in Work Area	Per Ton	230	\$7.50	\$1,725.00	\$117.00	\$26,910.00
7	Remove concrete foundations, piping, and appurtenances associated with removed water tower	Lump Sum	1	\$10,000.00	\$10,000.00	\$3,750.00	\$3,750.00
8	Backfill, compaction, and placement of topsoil in Work Area	Per Ton	200	\$12.00	\$2,400.00	\$25.00	\$5,000.00
9	Site Restoration	Per Square Yard	1,400	\$5.36	\$7,500.00	\$1.75	\$2,450.00
	Total				\$50,625.00		\$66,110.00

PREPARED BY:
FOX ENGINEERING ASSOCIATES, INC.
AMES, IOWA

NOTICE OF AWARD

Date of Issuance: May 30, 2017

Owner:	City of Washington, Iowa	Owner's Contract No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	3424-16C.440
Project:	Soil Remediation and Disposal	Contract Name:	
Bidder:	DeLong Construction, Inc.		
Bidder's Address: P.O. Box 488, IA 52353			

TO BIDDER:

You are notified that Owner has accepted your Quotation dated May 24, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Removal of lead contaminated soil, structural foundations from a former water tower, and associated buried piping and appurtenances at the water treatment plant

The Contract Price of the awarded Contract is: Sixty-Six Thousand One Hundred and Ten dollars and no cents (\$66,110.00)

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Contract and the Request for Quotations.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, and annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner:

Authorized Signature

By: _____

Title: _____

Copy: Engineer

**CITY OF WASHINGTON
SOIL REMEDIATION AND DISPOSAL
AT WATER TREATMENT PLANT SITE AGREEMENT**

THIS AGREEMENT FOR LEAD CONTAMINATED SOIL REMOVAL AT THE WATER TREATMENT PLANT SITE (the "Agreement"), made and entered as of this ____ day of _____, 2016, by and between the City of Washington, Iowa, a Municipal Corporation, 215 E. Washington Street, Was, hereinafter referred to as the "CITY", and DeLong Construction, Inc., P.O. Box 488, Washington, Iowa 52353, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City Council of the City of Washington has heretofore deemed it necessary and desirable to contract for removal of lead contaminated soil, structural foundations from a former water tower, and associated buried piping and appurtenances at the water treatment plant (the "Services"); and

WHEREAS, CONTRACTOR submitted the lowest responsive, responsible quotation for said Project; and

WHEREAS, CONTRACTOR is qualified and capable of performing said Project in strict compliance with the specifications; and

WHEREAS, the Project Engineer has heretofore recommended approval of said services; and

WHEREAS, it would be in the best interests of the City to execute said Agreement.

NOW THEREFORE, THE CITY AND THE CONTRACTOR, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

A. The CONTRACTOR shall perform in a timely and satisfactory manner the Services for the City of Washington as same are set forth in **Exhibit "A"** and its attachments attached hereto and incorporated into this Agreement by this reference.

B. That the CONTRACTOR agrees and acknowledges that TIME IS OF THE ESSENCE under this Agreement and that timely performance shall be made by July 14, 2017 for Substantial Completion and by July 31, 2017 for Final Completion.

II. TERM.

A. The TERM of this Agreement shall commence as of the date set forth above and shall be two (2) years.

III. GENERAL TERMS AND PROVISIONS.

A. The CONTRACTOR shall not commit any of the following employment practices in connection with or while rendering service hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONTRACTOR in connection with the Project. Upon request, the CONTRACTOR shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONTRACTOR and a subcontractor in connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) days written notice. In the event that the CITY does so terminate this Agreement, the CONTRACTOR shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Washington City Council at the next regularly scheduled Council Meeting.

C. This agreement shall not be assigned or in any manner transferred by the CONTRACTOR, without the express written consent of the Washington City Council.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONTRACTOR by the CITY shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONTRACTOR has first obtained approval of same from the CITY; and further provided that, should the CONTRACTOR so engage subcontractors under the terms of this Subparagraph III(D), the CONTRACTOR shall be solely responsible for compensating any such subcontractors.

E. The CITY shall furnish reasonable assistance to the CONTRACTOR in the use of said information and documentation at the request of CONTRACTOR.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Washington City Code of Ordinances.

G. At the request of the CITY, the CONTRACTOR shall attend such meetings of the City Council and/or any federal or state regulatory agency or commission with authority and jurisdiction over community water supply, including, without limitation, the installation well pump installation and startup services.

H. Upon termination of this Agreement and request of the CITY, the CONTRACTOR shall provide the CITY with copies of all basic notes, charts, computations, maps, plans and any other data prepared or obtained by the CONTRACTOR pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof. It is understood, however, that the CONTRACTOR shall not be liable for the CITY's use of such documents, materials or data on other projects or in connection with the Services after the termination of this Agreement.

I. (1) CONTRACTOR shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. Without limiting the generality of the immediately preceding sentence, the CONTRACTOR shall obtain and carry throughout the Term of this Agreement insurance with a reputable company, acceptable to the Owner, and allowed to do business in the State of Iowa, the following coverages:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement
2. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the CITY, Fox Engineering, and Riesberg Engineering as Additional Insured under the policy.
3. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00).

4. Builder's Risk Insurance in the amount of \$500,000.

(2) The contractor shall furnish the CITY, prior to the commencement of the Services, with proof of such insurance and each policy shall require a 30-day notice of cancellation or material change to be given to the CITY while this Agreement is in effect.

5. Contractor's Pollution Liability with a general aggregate amount of \$2,000,000.

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONTRACTOR for services rendered under this Agreement for a cost of Sixty-Six Thousand, One Hundred and Ten Dollars and No Cents (\$66,110.00). Furthermore, it is understood that the aforementioned price is inclusive of all of the CONTRACTORS's costs including, but not limited to, labor, utilities, chemicals, fuel, vehicles, materials, supplies, equipment and miscellaneous expenses. This amount shall include the costs associated with the scope of work specified in Exhibit A and its Attachments.

The Contractor shall be paid by the CITY upon submission to the CITY by the CONTRACTOR of a monthly invoice, which shall include a complete record of modification made, after the same has been reviewed and approved by the Washington City Council at the next regularly scheduled Council Meeting. The City shall retain 5% of each such invoice submitted by the CONTRACTOR as required by Section 573.12 of the Code of Iowa (2013) until completion and acceptance of all of the Services to be performed under this Agreement.

V. INDEMNIFICATION

To the extent permitted by law, the CONTRACTOR agrees to fully indemnify, defend, save and hold the CITY, FOX Engineering (the "Project Engineer"), its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent acts, errors or omissions of the CONTRACTOR, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Services to be rendered hereunder.

VI. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards for community water supply; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the accepted standards, the explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VII. SURVIVAL.

All express representations, guarantees and indemnifications set forth in this Agreement shall survive the completion of the services to be rendered by the CONTRACTOR hereunder or the termination of this Agreement for any reason.

VIII. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Washington County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

IX. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

X. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONTRACTOR, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONTRACTOR, the CITY or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XI. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XII. FINAL AGREEMENT

Both the CONTRACTOR and the CITY hereby expressly acknowledge and agree that this Agreement, is intended to set forth the entire agreement between the parties regarding the Services to be rendered by the CONTRACTOR to the CITY, that there are no other

considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party here to unless in writing and signed by both the CONTRACTOR and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision of condition in this Agreement.

Accepted & Agreed:

CONTRACTOR:
INSERT CONTRACTOR NAME
An Iowa Corporation

CITY OF WASHINGTON:

An Authorized Representative

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

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

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

WHEREAS, trash and junk was removed from the following listed property owners:

The property of Joseph P. and Stacey L. Burke located at 614 N. Marion Ave. for the amount of \$125.00. Legal description (07 05 DENNYS ADD S3/4) Parcel Number (11-17-176-003).

and,

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

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

Passed and Approved this 6th day of June 2017

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

RESOLUTION NO. _____

A RESOLUTION RESCHEDULING A REGULAR COUNCIL MEETING

WHEREAS, the City Council has set the 1st and 3rd Tuesdays of each month as regular meeting dates by previous Resolution; and

WHEREAS, the Council has discussed moving the first July meeting this year due to the Independence Day holiday.

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

Section 1. The regular Council meeting to be held July 4, 2017, is hereby moved to _____, 2017 at 6 PM.

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

PASSED AND APPROVED this 6th day of June, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk