



AGENDA OF THE SPECIAL SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD AT WASHINGTON FREE PUBLIC LIBRARY
NICOLA STOUFER MEETING ROOM
115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, MAY 30, 2017

Call to Order

Pledge of Allegiance

Roll Call

Agenda for the Special Session to be held at 6:00 P.M., Tuesday, May 30, 2017 to be approved as proposed or amended.

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

SPECIAL PRESENTATION

Farmers Market Request

NEW BUSINESS

Discussion and Consideration of Urban Chicken Request – Sarah Johnson

Discussion of Proposed Guidelines for Downtown Incentive Grant (DIG) Program.

Discussion of Honorary Naming Request – Lexington Blvd “Veterans’ Memorial Way”

Discussion and Consideration of Professional Services Agreement with MSA for Countywide Trails Plan.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Discussion and Consideration of Amending Code of Ordinances Section 41.12 “Fireworks”

Discussion and Consideration of Chapter 55 – Animal Control & Protection.

Discussion and Consideration of Historic Preservation Ordinance Changes

Discussion and Consideration of Third Reading of an Ordinance – Utility Rates.

Closed Session per Iowa Code 21.5(j) Real Estate

Closed Session per Iowa Code 21.5 (i) Personnel

DEPARTMENTAL REPORT

Police
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor
Brendan DeLong
Steve Gault
Kerry Janecek
Jaron Rosien
Kathy Salazar
Mille Youngquist

ADJOURMENT

Illa Earnest, City Clerk

Farmers Market Request to Council:

From Ann Williams

I think we just would like to ask the Council if they will approve 4 parking spaces each week on the north side of the park for a food truck vendor to set up. If the truck is small we could potentially have more than 1 within the 4 stalls. During the BBQ challenge we would ask to allow maybe a few more in the street if their truck/grill is too big to go inside the park. Finally, we would like approval to use 8 stalls (2 at each crosswalk) to put our large produce vendors. We want them to back their truck up to the curb, but they will sell from a table in front of the truck. No sales from the truck.

So, presentation – nothing overly formal, we will probably use a diagram of the square and that is it.

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

Urban Chicken Permit Application

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

1. Applicant Information

Name Sarah Johnson
Property Address 724 E. 2nd St.
Daytime Phone # (319) 461-0670 Evening Phone # (319) 461-0670
Number of chickens to be kept 2
(No roosters are allowed, Maximum number of hens is 4)

2. Application Checklist

Resident's Submittal

Staff Review

- | | | |
|---|------------|-----------------|
| • Landlord sign-off (if applicant is a tenant) | <u>N/A</u> | <u> </u> |
| • Description of chicken coop and pen including materials used & cubic feet | <u>✓</u> | <u> </u> |
| • Diagram of the property including dimensions, location of coop and pen, and identification of adjacent properties by street address | <u>✓</u> | <u> </u> |
| • Sign-off of all adjacent property owners (please use form attached as Exhibit A) | <u>✓</u> | <u> </u> |

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature Sarah Johnson Date 5/22/17

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

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

Landlord Signature _____ Date _____

Brent Hinson, City Administrator
 Sandra Johnson, Mayor
 Illa Earnest, City Clerk
 Craig Arbuckle, City Attorney



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

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

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

Applicant Name: Sarah Johnson
 Site Address: 724 E. 2nd St

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

Name(s) & Address	Phone	Signature(s) & Date
Trisha Laws 732 E 2nd Street	319-217-1729	<i>[Signature]</i> 5/16/17
Andy Six 720 E. 2nd St.	319-383-6533	<i>[Signature]</i>

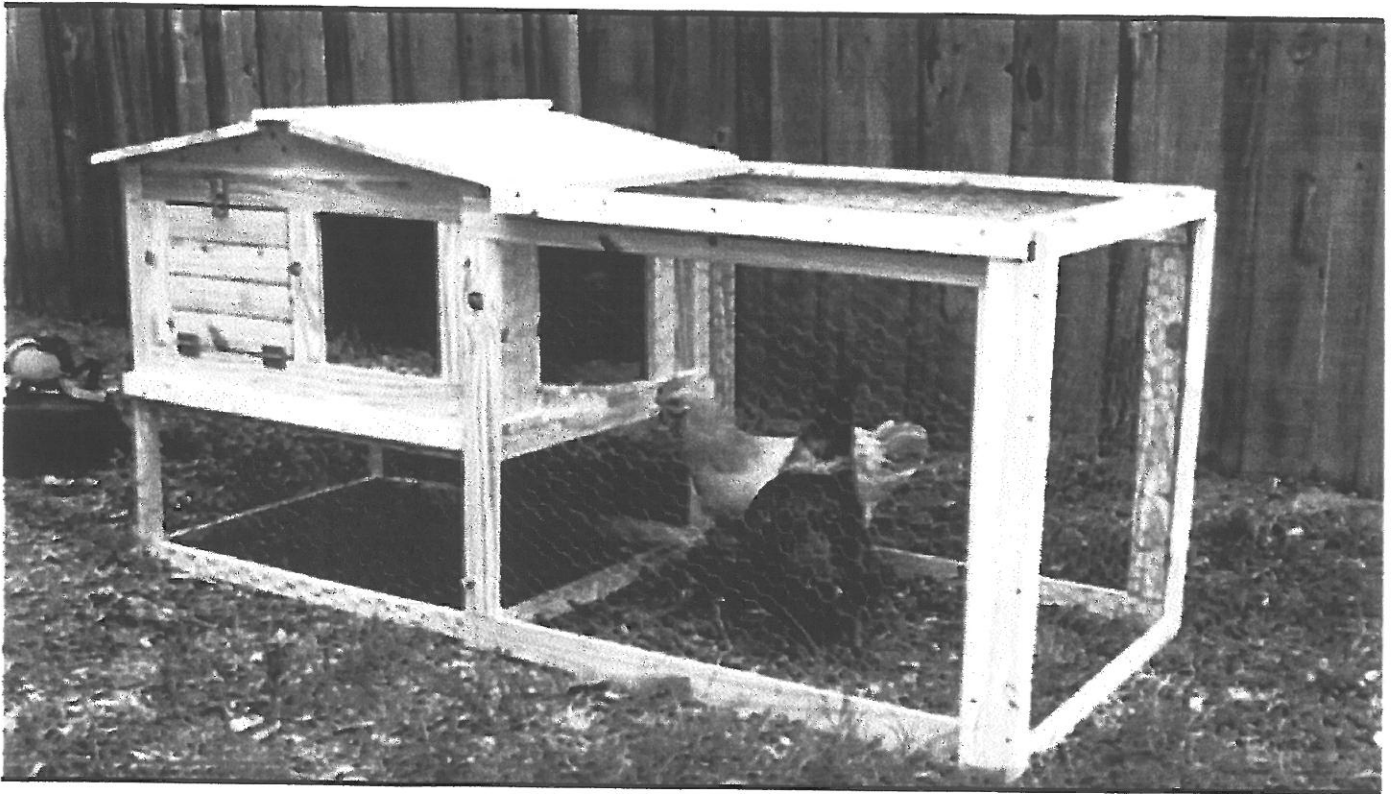
(For additional adjacent property owners, please attach additional sheets)

Description of coop and pen:

Materials used—wood, screws, nails, and chicken wire

Coop Dimensions: 7 ft L x 3 ft W x 4 ft H
84 ft³

pen dimensions:
25 ft L x 18 ft W



Coop would be similar to the one shown above with a chicken wire pen.

Property dimensions

alley

63 ft

adjacent property: 720 E 2nd St.

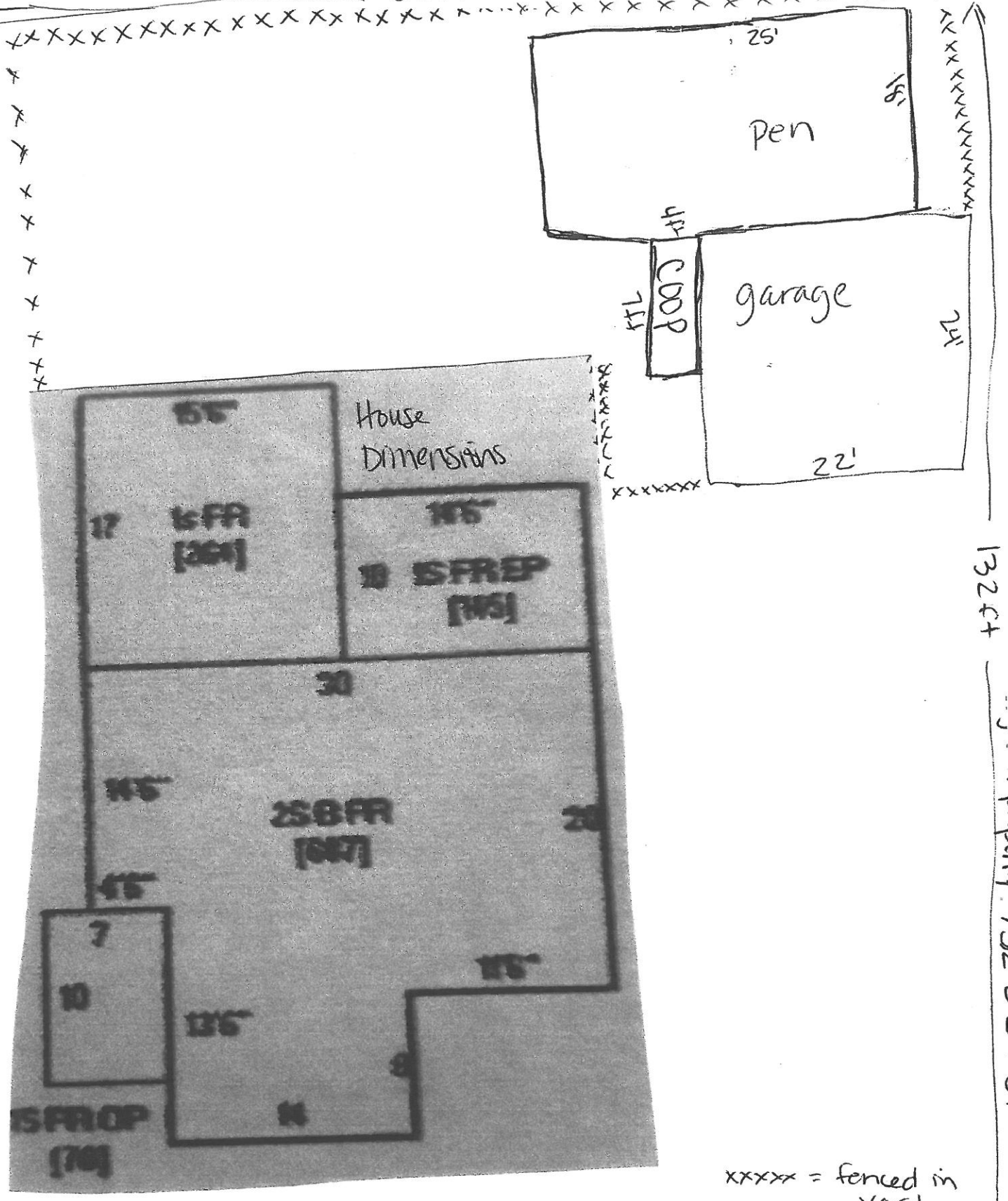
132 ft

132 ft

adjacent property: 732 E 2nd St

63 ft

E. 2nd St.



xxxxx = fenced in yard

*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
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Memorandum

May 23, 2017

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

From: Brent Hinson
City Administrator

Re: Downtown Investment Grants (DIG) Program

As the Council is aware, a committee including Kathy Salazar, Sarah Grunewaldt, Steve Donnolly, Ed Raber and me (with Kevin Olson's help) has been working to develop program guidelines for a new program partnership with Main Street Washington we are now calling Downtown Investment Grants (DIG). The goal of this program is to incentivize larger building projects in the Main Street District, in much the same way that the Washington Incentive Fund (WIF) has for projects that are generally smaller than what we have in mind for DIG.

The paperwork related to this program ends up looking fairly complicated, but here is a quick summary of documents:

- 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

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 5-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.

Wednesday, May 10th, 2017

Brent;

On Tuesday, May 9th, 2017, I attended the 911 & Communications Commission held at the current Sheriff's office & on the agenda was a request from me. It had to do with renaming Lexington Blvd as Veterans Memorial Road. I didn't know how to do such a thing but told my constituent I did know a few people that may know what to do. I spoke with Chief Dispatcher, Cara Sorrells on the subject and she suggested leaving the road named as it is and putting a "cap" on the current street, the reason being, re-naming roads or streets creates some problems for the folks living on that road, such as a big stone in the yard with names & maybe an address on it, the cost of replacing signs and the cost of new headings on business forms for those on that street and in this case it would be the sheriff's office, the jail, Kirkwood, hacap, Hillcrest and a few other offices located in the out buildings at orchard hill, not to mention Washington lumber Co. This way, no addresses would be changed, it would kind of be like in Iowa City or maybe it's Coralville where I think its highway 6 but has a cap of Hayden Fry Memorial parkway, or something like that.

I also spoke with you on this subject some time ago so you are aware of it, and on the 9th of May in the afternoon I spoke with County Engineer, Jacob Thorius just to get his take on this. One of the things we talked about was where to start, where to stop. Jacob mentioned starting at the beginning of Lexington blvd at highway 1 & 92 and stopping where the hard road dropped off to gravel – for the time being, just to maybe see how things are received on this.

Anyway Brent, it's really up to the City council, not County on this thing & should you decide it's a go, you also have the choice of using ***Veterans Memorial Blvd, Veterans Memorial Road, Veterans Memorial Parkway, Veterans Memorial Street*** or even ***Veterans Memorial Turnpike***, or maybe even something else. However, I would caution you on using ***Veterans Memorial Alley*** as you might bite off with that, a little more than the Council would want to chew.

Respectfully / Stan Stoops

*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

May 23, 2017

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

From: Brent Hinson 
City Administrator

Re: Countywide Trails Plan

As the Council is aware, the City is participating in a countywide trails planning process. The original grant application was written by WEDG, but it has been determined that some issues exist in having them serve as fiduciary for the grant, and with County Conservation as the County partner on this project, it has been determined by the committee that it is most logical for the City of Washington to act as fiduciary for this grant. This thus involves the Council considering an agreement with MSA Professional Services for the updating/creation of the trails plan.

The total cost of developing the plan is expected to be \$50,000, with a Riverboat grant covering \$30,000 of this, and the remaining partners- Washington County Conservation, City of Washington, City of Kalona, City of Wellman, City of Riverside, Keota Unlimited, and Friends of Lake Darling covering the remaining \$20,000. We expect to finalize the plan by January 2018.



Professional Services Agreement

PROFESSIONAL SERVICES

More ideas. Better solutions.

This AGREEMENT (Agreement) is made today May 16th, 2017 by and between CITY OF WASHINGTON (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Washington County Regional Trails & Recreation Plan

The scope of the work authorized is: As Attached from Proposal

The schedule to perform the work is: Start Date: May 2017
Completion Date: January 2018

The lump sum fee for the work is: \$50,000

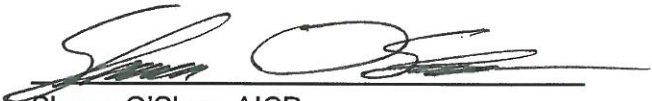
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF WASHINGTON


MSA PROFESSIONAL SERVICES, INC.

Sandra Johnson
Mayor
Date: _____



Shawn O'Shea, AICP
Project Manager
Date: 5/8/2017

Brent Hinson
City Administrator
Date: _____



Christopher Janson, AICP
Team Leader
Date: 5/8/2017

215 East Washington Street
Washington, Iowa 52353
Phone: 31-653-6584
Fax: 319-653-5273

1555 SE Delaware Avenue, Suite F
Ankeny, Iowa 50021
Phone: 515-635-3405
Fax: 515-964-4003

WORKPLAN PROPOSAL

YOUR REGIONAL TRAIL & RECREATIONAL PLANNING NEEDS

The Washington County region needs to create a Regional Trails & Recreation Plan and is looking to hire a consultant to team with the Steering Committee to help prepare a plan that reviews existing plans, existing conditions, formulates goals, identifies improvements and provides guidance on implementation. The new Washington County Regional Trail & Recreation Plan will be a critical assessment of what exists, what is planned, what is missing, and how improve the region's recreational amenities for the next 20+ years. MSA's goal is to team with the Steering Committee and citizens across the region. We will facilitate a planning process that:

- Brings varying interests, populations and governmental entities from across the county together to help set regional goals for trails and recreation development for the next 20+ years.
- Solicits feedback through a series of traditional and dynamic public engagement activities to help analyze needs and identify opportunities to improve the region's recreational amenities.
- Works with the Steering Committee to review existing plans and integrate their viable elements into the vision for the new regional plan and implementation efforts to follow.
- Investigate and create a plan that addresses regional recreational improvements and expansion on a county-wide scale.
- Creates a plan that identifies realistic linkages between the communities within Washington County as well as to the communities, counties and recreational systems across the larger region.
- Develops a plan that is attune to geographical, social, and financial constraints.

STEP I | PROCESS MANAGEMENT AND PUBLIC ENGAGEMENT PLAN

A transparent public participation process is the foundation of a successful planning effort. We will approach this work with diligence, creativity, open-mindedness and respect for the input of all participants. We believe that our role as your consultant is to work hard, analyze conditions, introduce fresh ideas, listen carefully and deliver a plan that accurately represents the consensus of the Steering Committee, WEDG, County Staff, the County Board of Supervisors, enthusiasts, advocates, organizations, business owners and residents.

We understand the importance of a genuine, multi-faceted approach to engage stakeholders in this important planning process. MSA will facilitate a thorough, inclusive and effective public engagement process that will both improve the plan and build support for adoption and implementation. Our proposed approach includes the following elements.

PROJECT WEBSITE

MSA will develop a project website where we will post the project schedule, share draft materials and solicit comments throughout the planning process. This aspect of the participation strategy is important for transparency, and for sharing information with

Steering Committee members and citizens who are unable to attend meetings. The project website will be easily accessible from a computer, smartphone or tablet.

STEERING COMMITTEE

The Steering Committee will be a primary review body throughout the planning process. We propose holding five meetings with the Steering Committee over the approximately nine-month planning process. Steering Committee meeting materials will be posted on a project website.

PROJECT FLYERS, PUBLIC NOTICES AND SOCIAL MEDIA

MSA will utilize flyers, public notices and social media postings to make stakeholders aware of the process and direct them to the Project Website for more information. Examples include designing meeting flyers, providing the text for published notices of public meetings and working with the existing Facebook pages and other social media accounts from across Washington County's communities and organizations to notify stakeholders about upcoming planning activities. Using the region's existing social networks also allows the process of implementing the plan to continue after the plan has been adopted. Stakeholders engaged in the planning process will help to implement the plan by continuously engaging with resources and people via the region's existing social networks.

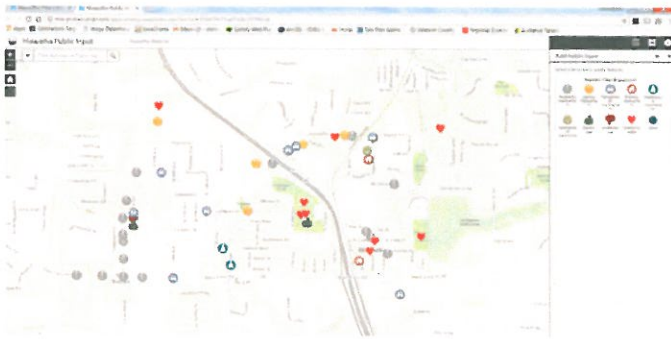
WORKPLAN PROPOSAL

KEY STAKEHOLDER/FOCUS GROUP INTERVIEWS

Our team proposes to facilitate in-person interviews with key stakeholders and small groups of stakeholders (focus groups) at the beginning of the planning process. We are primarily interested in speaking with regional stakeholders who were not represented by the Steering Committee. MSA will consult with the Steering Committee to identify interviewees and then schedule interviews. The objective of the interviews will be to gain a better understanding of the recreational plans, needs and goals of stakeholders from across the region. Advancing our understanding of stakeholder preferences will allow us to adequately represent all viewpoints regarding issues, opportunities, barriers, and needs affecting trail and recreational improvements.

CROWDSOURCE MAPPING

MSA will develop a custom online mapping tool utilizing ArcGIS Online technology that can be used by the public to contribute information to a common and dynamic online map. Visitors will be able to digitally map their own thoughts recreational assets and improvements using a computer, smartphone or tablet. User generated input in the form of lines, points, and polygons will be recorded, analyzed and documented as plan maps. Mapped ideas could include items such as: recreational expansion opportunities; overlooked assets; passive recreational areas to protect or expand; potential new trail routes; needed connections to regional amenities; issues and threats to recreational enjoyment; and access challenges. The completely customizable public mapping tool is a great visual way to get citizens involved with the planning process in a non-traditional manner at their convenience.



MSA built a custom crowdsourcing app for the City of Hiawatha, IA to gather input for its comprehensive plan update as the City defines its community character and creates a town center to thrive as the heart of its growing community.

PUBLIC SURVEY

MSA will lead, with assistance from the Steering Committee, the development of a public survey focused on trails and recreational planning. The survey will be primarily an online survey distributed via Survey Monkey. The survey will be noticed using flyers and social networks as well as linked to the Project Website. The format will be easy to access by computer, smartphone or tablet. Paper copies will also be available for those who prefer to complete a printed survey. MSA will summarize the results of the survey for the planning process.

POP-UP MEETINGS

An exciting method of public engagement that reaches people not likely to attend traditional meetings is for MSA to facilitate pop-up meetings during the planning process to solicit public input at events that draw citizens from the region. We have found that many individuals and families who may be too busy to attend a traditional public meeting have a great opportunity to participate in the planning process by providing input by visiting with us at a pop-up meeting. We'll set up booths at county-wide events and people can stop by the booths at their convenience. They can browse draft materials and we'll engage them in the process at any level they feel comfortable without taking up an evening of their time.

We have planned for two MSA staffed pop-up meetings as part of this process at events chosen by the Steering Committee. One suggestion discussed at our pre-proposal meeting was to have a booth setup during a well-attended day of the Washington County Fair in July 2017; a perfect time to gather initial public input as well as notify attendees of the other online and upcoming traditional engagement activities. A second pop-up meeting would be scheduled near the end of the process to bring the draft plan to people from across the County at another well-attended regional event. There will also be an option for booth materials to be borrowed by Steering Committee members or other champions that may choose to attend and seek feedback at additional community events.

SCHEDULED PUBLIC ENGAGEMENTS

Traditional public engagement is an important component of any planning process. To bring the plan to the region and to make the best use of both time and resources, we propose holding three sets of scheduled public engagement activities as part of the planning process:

Four Public Input Workshops

We envision the first set of meetings will be four separate public workshops held to identify key issues, priorities, and recreation preferences from stakeholders and the general public. The four workshops would be held at different locations across the County, geographically dispersed to engage different groups of stakeholders. Each of these workshops will begin with a brief discussion of planning basics and an overview of the existing recreational plans and facilities. We'll focus on sharing with participants the importance of a regional recreation plan, their role in the process and how the implementation of the plan will improve quality of life across the region. During the second half of the workshops, we'll facilitate an interactive SWOT (strengths, weaknesses, opportunities and threats) analysis exercise with the attendees to be used in formulation of goals and polices for the plan. The workshop presentation will be recorded and posted on the project website along with response materials so that anyone who could not attend one of the four workshops can attend the meeting online and provided feedback for the plan.

Four Draft Plan Public Workshops

The second set of meetings will be four Draft Plan Public Workshops, geographically dispersed across the county. The purpose of this set of workshops will be to review the draft plan near the end of the planning process. The workshops will begin with a period for open review of the draft plan, maps and exhibits. A short presentation of the updated draft plan will be facilitated by MSA followed by open discussion, exhibit review and worksheets/surveys. The presentation will be posted on the project website along with a worksheet so that anyone who could not attend a workshop can attend online and provide feedback on the draft plan.

Final Plan Open House

At the conclusion of the planning process the completed Washington County Regional Trails & Recreation Plan will be presented by MSA at a public open house. MSA's presentation will be recorded and posted to the project website so people unable to attend the meeting can watch the presentation of the plan online at their convenience.



STEP II | VISION AND FRAMEWORK

The purpose of this step will be to establish an overall “vision” for the Washington County Regional Trails & Recreation Plan that will provide focus and direction for the creation of the plan document and subsequent implementation activities. There are important elements from existing recreational planning efforts from communities across the region that will require study by the MSA and Steering Committee team for the consideration as a part the regional plan. The newly created plan will include elements of these existing plans as well as assist these plans as they strive to complete their individual recreational goals.

Based on the desired vision and input from the Steering Committee, preliminary goals and objectives will be prepared. The majority of the information required to develop materials for Step II will be gathered by MSA from a thorough existing conditions analysis and feedback from the meeting activities outlined in Step I. MSA will compile all feedback and examine current conditions, plans and trends to develop a strategic framework for the final plan document; one that addresses how the region can implement the plan to achieve its vision for trails and recreation in Washington County in 20 years.

WORKPLAN PROPOSAL

STEP III | THE WASHINGTON COUNTY REGIONAL TRAILS & RECREATION PLAN

MSA will lead the creation of the Regional Trails & Recreation Plan. The document will serve as a road map, guiding future recreation improvements across the region.

The completed document will meet the requirements set up in the request for proposals and we proposed the following outline:

- Executive Summary: A Summary of the Plan for Stand-Alone Distribution
- Chapter 1: Introduction and Regional Indicators/ Demographics
- Chapter 2: Public Engagement – Process and Summary of Public Input
- Chapter 3: Existing Recreational Inventory
- Chapter 4: Summary and Feasibility Analysis of Existing Recreational Planning Efforts
- Chapter 5: Analysis of Existing Trails, Parks and Recreational Amenities
- Chapter 6: Regional Recommended Trail and Recreation Improvements
- Chapter 7: Plan Maintenance and Action Plan for Implementation
- Appendix A: Survey Responses
- Appendix B: Plan Maps
- Appendix C: Summary Plan Poster for Stand-Alone Distribution

The plan will be completed with the inclusion of a Plan Maintenance Action Plan for Implementation (Chapter 7) which translates the process, vision, goals, principles, objectives and recommended improvements into specific actions steps. This chapter will also include cost estimates for construction and facility maintenance as well as identifying responsible parties and any available/applicable funding sources. The completed plan will guide the entire region as it continues to improve recreational amenities over the next 20+ years.

DELIVERABLES

MSA will provide PDF copies of all draft and final documents, including all plan elements and maps developed throughout the planning process. The final plan document will be provided as detailed below:

- An Adobe PDF copy/file.
- A Microsoft Word copy/file.
- Digital mapping will be provided in PDF format as well as ArcGIS 10.3 format.
- GIS data created or altered for mapping will be provided in ArcGIS 10.3 shapefile or geodatabase format as well as converted to KML format for uploading to Google Maps.
- 26 color, double-sided, printed and bound copies of the full completed plan utilizing local printer.



PROPOSED SCHEDULE

MSA's Proposed Timeline

MONTH	TASK
May 2017	<ul style="list-style-type: none"> Steering Committee Meeting #1: Kickoff Meeting Begin Existing Plan Review and Inventorying Recreational Amenities
June	<ul style="list-style-type: none"> Steering Committee Meeting #2: Website, Survey, Stakeholder Questions, and Crowdscore Map Review Launch Project Website Open Online Survey Launch Crowdscore Online Mapping Tool
July	<ul style="list-style-type: none"> Public Input Workshops (four geographically dispersed) Pop-Up Meeting #1 – Gather Input on Issues and Opportunities at Washington County Fair Key Stakeholder Interviews/Focus Groups
August	<ul style="list-style-type: none"> Steering Committee Meeting #3: Review Public Engagement Findings, Goals and Policies Prepare Draft Plan I
September	<ul style="list-style-type: none"> Complete Draft Plan I Steering Committee Meeting #4 - Presented Draft and Recommended Improvements/Expansions Workshop
October	<ul style="list-style-type: none"> Draft Plan Public Workshops (four geographically dispersed) Prepare Draft Plan II
November	<ul style="list-style-type: none"> Complete Draft Plan II Pop-Up Meeting #2 – Present Draft Plan at Washington's Snow Blitz or Other Selected Event
December	<ul style="list-style-type: none"> Steering Committee Meeting #5 – Review Draft Plan II and Feedback from Draft Plan Workshops and Pop-Up Meeting #2. Prepare Final Plan with Edits/Comments from Steering Committee
January 2018	<ul style="list-style-type: none"> Final Plan Open House

BUDGET PROPOSAL

PROPOSED COMPENSATION

Lump Sum Cost for Proposed Scope of Services

We propose to provide a Regional Trails & Recreational, as detailed in our Proposed Scope of Work, to Washington Economic Development Group of Washington County, for the lump sum cost of \$50,000. This lump sum cost is inclusive of all direct costs, such as travel and printing. We are open to discussing any modifications to our proposed scope and any associated cost changes. A general breakdown of costs is included below.

STEP	FEE
Step 1: Process Management and Public Engagement Plan	\$26,700
Step 2: Vision and Framework	\$6,600
Step 3: The Comprehensive Plan	\$15,400
Printing Final Copies (26/color/bound)	\$1,300
TOTAL:	\$50,000

During the course of the project, should the Washington Economic Development Group and/or Washington County request additional work not included in our contracted scope of work, MSA is open to discussing contract amendments for additional services. MSA prefers that any scope adjustments increasing or decreasing the amount of work on this project be negotiated as lump sum adjustments.

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively

on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

*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

May 23, 2017

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

From: Brent Hinson
City Administrator

Re: Fireworks Regulation

The Iowa Legislature passed SF489 earlier this month, which the Governor signed into law on May 9. This legalizes the sale and use of fireworks in Iowa. Many jurisdictions are considering restrictions on use and setting safety requirements for points of sale. I have attached a copy of SF489, some analysis from City Attorney Olson and Washington Fire Marshal Bruce McAvoy, and a draft ordinance that Bruce adapted from the City of Nevada.

Bruce plans to be present to discuss this issue with the Council.



Senate File 489

AN ACT
RELATING TO THE POSSESSION, SALE, TRANSFER, PURCHASE, AND USE OF
FIREWORKS, PROVIDING PENALTIES, AND INCLUDING EFFECTIVE DATE
PROVISIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

DIVISION I
FIREWORKS REGULATION

Section 1. Section 100.1, subsection 4, paragraph b, Code 2017, is amended to read as follows:

b. The storage, transportation, handling, and use of flammable liquids, combustibles, fireworks, and explosives;

Sec. 2. Section 100.1, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 8. To order the suspension of the use of consumer fireworks, display fireworks, or novelties, as described in section 727.2, if the fire marshal determines that the use of such devices would constitute a threat to public safety.

Sec. 3. NEW SECTION. 100.19 Consumer fireworks seller licensing — penalty — fund.

1. As used in this section:

a. "APA 87-1" means the American pyrotechnics association standard 87-1, as published in December 2001.

b. "Community group" means a nonprofit entity that is open for membership to the general public which is exempt from federal income taxation pursuant to section 501(c)(3) of the Internal Revenue Code or a fraternal benefit society, as that term is defined in section 512B.3.

c. "First-class consumer fireworks" means the following consumer fireworks, as described in APA 87-1, chapter 3:

(1) Aerial shell kits and reloadable tubes.

(2) Chasers.

(3) Helicopter and aerial spinners.

(4) Firecrackers.

(5) Mine and shell devices.

(6) Missile-type rockets.

(7) Roman candles.

(8) Sky rockets and bottle rockets.

(9) Multiple tube devices under this paragraph "c" that are manufactured in accordance with APA 87-1, section 3.5.

d. "Retailer" means as defined in section 423.1.

e. "Second-class consumer fireworks" means the following consumer fireworks, as described in APA 87-1, chapter 3:

(1) Cone fountains.

(2) Cylindrical fountains.

(3) Flitter sparklers.

(4) Ground and hand-held sparkling devices, including multiple tube ground and hand-held sparkling devices that are manufactured in accordance with APA 87-1, section 3.5.

(5) Ground spinners.

(6) Illuminating torches.

(7) Toy smoke devices that are not classified as novelties pursuant to APA 87-1, section 3.2.

(8) Wheels.

(9) Wire or dipped sparklers that are not classified as novelties pursuant to APA 87-1, section 3.2.

2. *a.* The state fire marshal shall establish a consumer

fireworks seller license. An application for a consumer fireworks seller license shall be made on a form provided by the state fire marshal. The state fire marshal shall adopt rules consistent with this section establishing minimum requirements for a retailer or community group to be issued a consumer fireworks seller license.

b. A person shall possess a consumer fireworks seller license under this section in order to sell consumer fireworks.

3. *a.* The state fire marshal shall establish a fee schedule for consumer fireworks seller licenses as follows:

(1) For a retailer at a permanent building who devotes fifty percent or more of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of one thousand dollars.

(2) For a retailer at a temporary structure who devotes fifty percent or more of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of five hundred dollars.

(3) For a retailer who devotes less than fifty percent of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of four hundred dollars.

(4) For a community group that offers for sale, exposes for sale, or sells first-class consumer fireworks, an annual fee of four hundred dollars.

(5) For a retailer or community group that offers for sale, exposes for sale, or sells second-class consumer fireworks, but not first-class consumer fireworks, an annual fee of one hundred dollars.

b. A license issued to a retailer or community group pursuant to paragraph "a", subparagraph (1), (2), (3), or (4), shall allow the licensee to sell both first-class consumer fireworks and second-class consumer fireworks.

4. The state fire marshal shall adopt rules to:

a. Require that any retailer or community group offering for sale at retail any consumer fireworks, as described in APA 87-1, chapter 3, shall do so in accordance with the national fire protection association standard 1124, published in the code for the manufacture, transportation, storage, and retail

sales of fireworks and pyrotechnic articles, 2006 edition.

b. Require that a retailer or community group to be issued a license pursuant to this section provide proof of and maintain commercial general liability insurance with minimum per occurrence coverage of at least one million dollars and aggregate coverage of at least two million dollars.

c. Permit a retailer or community group issued a license pursuant to this section to sell consumer fireworks, as described in APA 87-1, chapter 3, at the following locations as specified:

(1) At a permanent building that meets the requirements of paragraph "a", between June 1 and July 8 and between December 10 and January 3 each year, all dates inclusive.

(2) At a temporary structure that meets the requirements of paragraph "a" between June 13 and July 8 each year, both dates inclusive.

d. A retailer or community group shall not transfer consumer fireworks, as described in APA 87-1, chapter 3, to a person who is under eighteen years of age.

5. *a.* The state fire marshal shall adopt rules to provide that a person's consumer fireworks seller license may be revoked for the intentional violation of this section. The proceedings for revocation shall be held before the division of the state fire marshal, which may revoke the license or licenses involved as provided in paragraph "b".

b. (1) If, upon the hearing of the order to show cause, the division of the state fire marshal finds that the licensee intentionally violated this section, then the license or licenses under which the licensed retailer or community group sells first-class consumer fireworks or second-class consumer fireworks, shall be revoked.

(2) Judicial review of actions of the division of the state fire marshal may be sought in accordance with the terms of the Iowa administrative procedure Act, chapter 17A. If the licensee has not filed a petition for judicial review in district court, revocation shall date from the thirty-first day following the date of the order of the division of the state fire marshal. If the licensee has filed a petition for judicial review, revocation shall date from the thirty-first

day following entry of the order of the district court, if action by the district court is adverse to the licensee.

(3) A new license shall not be issued to a person whose license has been revoked, or to the business in control of the premises on which the violation occurred if it is established that the owner of the business had actual knowledge of the violation resulting in the license revocation, for the period of one year following the date of revocation.

6. *a.* A consumer fireworks fee fund is created in the state treasury under the control of the state fire marshal. Notwithstanding section 12C.7, interest or earnings on moneys in the consumer fireworks fee fund shall be credited to the consumer fireworks fee fund. Moneys in the fund are appropriated to the state fire marshal to be used to fulfill the responsibilities of the state fire marshal for the administration and enforcement of this section and section 100.19A and to provide grants pursuant to paragraph "b". The fund shall include the fees collected by the state fire marshal under the fee schedule established pursuant to subsection 3 and the fees collected by the state fire marshal under section 100.19A for wholesaler registration.

b. The state fire marshal shall establish a local fire protection and emergency medical service providers grant program to provide grants to local fire protection service providers and local emergency medical service providers to establish or provide fireworks safety education programming to members of the public. The state fire marshal may also provide grants to local fire protection service providers and local emergency medical service providers for the purchase of necessary enforcement, protection, or emergency response equipment related to the sale and use of consumer fireworks in this state.

7. The state fire marshal shall adopt rules for the administration of this section.

8. A person who violates a provision of this section or a rule adopted pursuant to this section is guilty of a simple misdemeanor.

Sec. 4. NEW SECTION. 100.19A Consumer fireworks wholesaler — registration — penalty.

1. For purposes of this section:

a. "Consumer fireworks" means first-class consumer fireworks and second-class consumer fireworks, as those terms are defined in section 100.19.

b. "Wholesaler" means a person who engages in the business of selling or distributing consumer fireworks for the purpose of resale in this state.

2. The state fire marshal shall adopt rules to require all wholesalers to annually register with the state fire marshal. The state fire marshal may also adopt rules to regulate the storage or transfer of consumer fireworks by wholesalers and to require wholesalers to maintain insurance.

3. The state fire marshal shall establish an annual registration fee of one thousand dollars for wholesalers of consumer fireworks within the state. Registration fees collected pursuant to this section shall be deposited in the consumer fireworks fee fund created in section 100.19.

4. A person who violates a provision of this section or a rule adopted pursuant to this section is guilty of a simple misdemeanor.

Sec. 5. Section 101A.1, subsection 3, Code 2017, is amended to read as follows:

3. "Explosive" means any chemical compound, mixture or device, the primary or common purpose of which is to function by explosion with substantially instantaneous release of gas and heat, unless such compound, mixture, or device is otherwise specifically classified by the United States department of transportation. The term "explosive" includes all materials which are classified as a class 1, division 1.1, 1.2, 1.3, or 1.4 explosive by the United States department of transportation, under 49 C.F.R. §173.50, and all materials classified as explosive materials under 18 U.S.C. §841, and includes, but is not limited to, dynamite, black powder, pellet powders, initiating explosives, blasting caps, electric blasting caps, safety fuse, fuse lighters, fuse igniters, squibs, cordeau detonative fuse, instantaneous fuse, igniter cord, igniters, smokeless propellant, cartridges for propellant-actuated power devices, cartridges for industrial guns, and overpressure devices, but does not include ~~"fireworks"~~

as "consumer fireworks", "display fireworks", or "novelties" as those terms are defined in section 727.2 or ammunition or small arms primers manufactured for use in shotguns, rifles, and pistols. Commercial explosives are those explosives which are intended to be used in commercial or industrial operations.

Sec. 6. Section 331.301, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 17. The board of supervisors may by ordinance or resolution prohibit or limit the use of consumer fireworks or display fireworks, as described in section 727.2, if the board determines that the use of such devices would constitute a threat to public safety or private property, or if the board determines that the use of such devices would constitute a nuisance to neighboring landowners.

Sec. 7. Section 331.304, subsection 8, Code 2017, is amended to read as follows:

8. The board, upon application, may grant permits for the display use of display fireworks as provided in section 727.2.

Sec. 8. Section 364.2, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 6. A city council may by ordinance or resolution prohibit or limit the use of consumer fireworks, display fireworks, or novelties, as described in section 727.2.

Sec. 9. Section 461A.42, subsection 2, Code 2017, is amended to read as follows:

2. The use of consumer fireworks or display fireworks, as defined in section 727.2, in state parks and preserves is prohibited except as authorized by a permit issued by the department. The commission shall establish, by rule adopted pursuant to chapter 17A, a fireworks permit system which authorizes the issuance of a limited number of permits to qualified persons to use or display fireworks in selected state parks and preserves.

Sec. 10. Section 727.2, Code 2017, is amended to read as follows:

727.2 Fireworks.

1. Definitions. For purposes of this section:

a. "Consumer fireworks" includes first-class consumer fireworks and second-class consumer fireworks as those terms

are defined in section 100.19, subsection 1. "Consumer fireworks" does not include novelties enumerated in chapter 3 of the American pyrotechnics association's standard 87-1 or display fireworks enumerated in chapter 4 of the American pyrotechnics association's standard 87-1.

b. ~~The term "fireworks"~~ "Display fireworks" includes any explosive composition, or combination of explosive substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, and includes ~~blank cartridges, firecrackers, torpedoes, skyrockets, roman candles, or other fireworks of like construction and~~ fireworks containing any explosive or flammable compound, or other device containing any explosive substance. ~~The term "fireworks"~~ "Display fireworks" does not include ~~goldstar-producing sparklers on wires which contain no magnesium or chlorate or perchlorate, flitter sparklers in paper tubes that do not exceed one eighth of an inch in diameter, toy snakes which contain no mercury, or caps used in cap pistols~~ novelties or consumer fireworks enumerated in chapter 3 of the American pyrotechnics association's standard 87-1.

c. "Novelties" includes all novelties enumerated in chapter 3 of the American pyrotechnics association's standard 87-1, and that comply with the labeling regulations promulgated by the United States consumer product safety commission.

2. Display fireworks.

a. A person, firm, partnership, or corporation who offers for sale, exposes for sale, sells at retail, or uses or explodes any display fireworks, commits a simple misdemeanor. ~~In addition to any other penalties, the punishment imposed for a violation of this section shall include assessment of,~~ punishable by a fine of not less than two hundred fifty dollars. However, ~~the~~ a city council of a city or a county board of supervisors may, upon application in writing, grant a permit for the display of display fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the city or the county board of supervisors when the display fireworks ~~display~~ will be handled by a competent operator, but no such permit shall

be required for the display of display fireworks at the Iowa state fairgrounds by the Iowa state fair board, at incorporated county fairs, or at district fairs receiving state aid. Sales of display fireworks for such display may be made for that purpose only.

b. (1) A person who uses or explodes display fireworks while the use of such devices is prohibited or limited by an ordinance or resolution adopted by the county or city in which the firework is used commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

(2) A person who uses or explodes display fireworks while the use of such devices is suspended by an order of the state fire marshal commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

3. Consumer fireworks and novelties.

a. A person or a firm, partnership, or corporation may possess, use, or explode consumer fireworks in accordance with this subsection and subsection 4.

b. A person, firm, partnership, or corporation who sells consumer fireworks to a person who is less than eighteen years of age commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars. A person who is less than eighteen years of age who purchases consumer fireworks commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

c. (1) A person who uses or explodes consumer fireworks or novelties while the use of such devices is prohibited or limited by an ordinance adopted by the county or city in which the fireworks are used commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

(2) A person who uses or explodes consumer fireworks or novelties while the use of such devices is suspended by an order of the state fire marshal commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

4. Limitations.

a. A person shall not use or explode consumer fireworks on days other than June 1 through July 8 and December 10 through January 3 of each year, all dates inclusive.

b. A person shall not use or explode consumer fireworks at times other than between the hours of 9:00 a.m. and 10:00 p.m., except that on the following dates consumer fireworks shall not be used at times other than between the hours specified:

(1) Between the hours of 9:00 a.m. and 11:00 p.m. on July 4 and the Saturdays and Sundays immediately preceding and following July 4.

(2) Between the hours of 9:00 a.m. on December 31 and 12:30 a.m. on the immediately following day.

(3) Between the hours of 9:00 a.m. and 11:00 p.m. on the Saturdays and Sundays immediately preceding and following December 31.

c. A person shall not use consumer fireworks on real property other than that person's real property or on the real property of a person who has consented to the use of consumer fireworks on that property.

d. A person who violates this subsection commits a simple misdemeanor. A court shall not order imprisonment for violation of this subsection.

3- 5. Applicability.

a. This section does not prohibit the sale by a resident, dealer, manufacturer, or jobber of such fireworks as are not prohibited by this section, or the sale of any kind of fireworks if they are to be shipped out of the state, or the sale or use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization.

b. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

c. Unless specifically provided otherwise, this section does not apply to novelties.


DIVISION II
RULEMAKING

Sec. 11. EMERGENCY RULES. The state fire marshal shall adopt emergency rules under section 17A.4, subsection 3, and section 17A.5, subsection 2, paragraph "b", to implement the provisions of this Act and the rules shall be effective

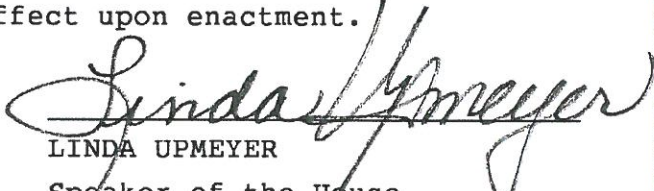
immediately upon filing unless a later date is specified in the rules. Any rules adopted in accordance with this section shall also be published as a notice of intended action as provided in section 17A.4.

DIVISION III
EFFECTIVE DATE

Sec. 12. EFFECTIVE UPON ENACTMENT. This Act, being deemed of immediate importance, takes effect upon enactment.

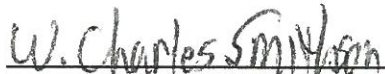


JACK WHITVER
President of the Senate



LINDA UPMEYER
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 489, Eighty-seventh General Assembly.



W. CHARLES SMITHSON
Secretary of the Senate

Approved May 9, 2017



TERRY E. BRANSTAD
Governor

Brent Hinson

From: Bruce McAvoy
Sent: Tuesday, May 09, 2017 4:10 PM
To: Brent Hinson; Fire Department; Steve Donnolly; Greg Goodman
Subject: Re: Fireworks
Attachments: SFM Division Fire Works Law Update May 8 2017.pdf; Fireworks Sales Dates.pdf

Brent,

I believe Kevin and I are interpreting the code as currently written. Attached is the first emergency rules making by the State Fire Marshals Office. I have an email into Jeff and Jeannie to see if we can legally require a fireworks merchant to obtain a city permit for fireworks sales.

As I read and understand the city's adopted fire code; '15 International Fire Code (IFC) we can require a operational permit for both temporary / membrane structures (tents) 105.6.45 and for the sale of fireworks 105.6.15. As for temporary structures, like a constructed stand or semi trailer, the city's adopted building code; '15 International Building Code (IBC) also as a permit allowance for these occupancies as well, 108.1.

As for the use of fireworks, it'll need to be up to the City Council to adopt a specific ordinance, now that the old state law has changed.

As for the permitting and if we are allowed under the provisions of the new state law, I believe we impose a permit fee / schedule for each fireworks point of sales:

\$150.00 for a temporary site, stand, trailer, or tent
\$75.00 for a permanently constructed and occupied facility

Bruce

From: Brent Hinson <bhinson@washingtioniowa.net>
Sent: Tuesday, May 9, 2017 3:02 PM
To: Bruce McAvoy; Fire Department; Steve Donnolly; Greg Goodman
Subject: FW: Fireworks

Here is guidance from Kevin.



Brent D. Hinson
City Administrator
City of Washington (Pop. 7,266)
215 East Washington St.
Washington, IA 52353
(p) 319-653-6584 X134
(f) 319-653-5273

From: Kevin D. Olson [mailto:kevinolsonlaw@gmail.com]
Sent: Tuesday, May 09, 2017 2:09 PM
To: Brent Hinson
Subject: Fireworks

SB489 was passed by the Iowa Legislature basically legalizing the sale and use of fireworks. There are two aspects to this bill, the sale by retailers and the option of the city council to restrict the use inside the city limits. The law states

that the City Council may prohibit the use upon passage of a resolution or ordinance. We already have Section 41.12 which allows fireworks with a permit. This is based upon section 727.7 of the Code of Iowa. SB489 divided fireworks into display fireworks (which our current code provides) and consumer fireworks, which would be the category that was prohibited previous to this bill. If we want to restrict the use in the City, I think we should amend the code to adopt the new definitions and the prohibit the use of consumer fireworks. The display fireworks could still be used upon a permit and insurance, like the City's July 4th show, etc. Fireworks are limited to around July 4 and the new years holiday.

As for the sale, I believe that we have the right to limit the placement of sales, which the City cannot prohibit the sale. However, I believe we can require appropriate storage/fire safety features if someone desires to sell in the City because the bill orders the state fire marshal to adopt rules to that effect.

Let me know what other questions you may have.

Kevin

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.

- 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.
- 10) Consumer fireworks sales shall only be permitted in a single story at grade building or structure to facilitate easy exiting during an emergency.
- 11) Locations shall have a minimum of two 10 pound ABC rated fire extinguishers, 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.
- 14) 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.
- 15) 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.
- 16) Consumer fireworks sales shall only be allowed in areas zoned for commercial use.
- 17) 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

DRAFT

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

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

May 24, 2017

Hon. Mayor and Councilpersons
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

MEMORANDUM

After your discussion regarding proposed changes to the animal control ordinance at a previous workshop, members of the staff and representatives of Paws and More, to discuss issues raised by your previous discussions. I will briefly described the changes below that were made since the last time you reviewed this ordinance.

1. I have added definitions for Responsible Party and Tethering.
2. We have revised the tethering section to state that a Responsible Party must be on the premises if an animal is tethered. This replaces the requirement that the Responsible Party has to be outside with the animal and within visual range of the tethered animal.
3. Revised the minimum confinement area to 100 square feet per animal instead of different areas for different size animals, making this section uniform and easier to enforce.
4. Revised the ordinance to allow for spaying/neutering and microchipping if the animal is picked up at large three or more times.
5. Revised the animal at large ordinance to except out the feral cat catch and release program sponsored by the City.
6. Revised the ordinance to make it mandatory that any animal in the City's custody will not be released prior to showing proof of rabies vaccination.

We believe these changes address some of the concerns that the Councilmembers expressed at the workshop when the Council first reviewed these revisions. In my opinion, this will further protect animal welfare and public safety and streamline the process for dealing with vicious animals.

Please contact me if you have further questions.

Kevin

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 owner's Duty	55.21 Animal Waste
55.10 Dogs and Cats 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. 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 ~~dangerous by the Council~~; and
 - C. Any animal defined by this ordinance as an "illegal animal".
10. "Dog" means any member of the canine species.

11. "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.
12. "Game" means a "game of chance" or "game of skill" as defined in §99B.1 of the Code of Iowa.
13. "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;

- 1
- (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.
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. "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.~~
16. "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. "Permanent Identification" means an animal being implanted with an identifying microchip.
18. "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.
19. "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.
- ~~18-20.~~ "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.

~~19.21.~~ "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~~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—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. Is 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 of the dogs weight; and it is free of tangles.

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- 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. ~~a fine.~~

~~55.03~~55.02 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 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~~

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~~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 implanted with a microchip providing 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 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. ~~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 ~~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 with 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 via an implanted microchip.

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 animals collar or harness. Dogs or cats not immunized or without a current rabies vaccination tag may be seized and impounded as provided in Section 55.12 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, 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. 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 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 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 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. Said owner or person in control shall provide the Police Chief 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)

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Washington Free Public Library
Director, Debbie Stanton
admin@washington.lib.ia.us
www.washington.lib.ia.us

115 W. Washington St.
Washington, IA 52353
319.653.2726 Phone
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To: Washington City Council
CC: Brent Hinson, City Administrator; Illa Earnest, City Clerk
Date: May 24, 2017
Subject: Updates to Chapter 28 – Historic Preservation Commission

To the Washington City Council,

I have been privileged to help the city and Historic Preservation Commission with facilitating meetings regarding changes to Chapter 28 in the city ordinances. The regular attendees at our meetings included me, Brent Hinson, Illa Earnest, Steve Donnolly, Mary Patterson, and Jamie Engeman-Evans. This is a brief outline of some of the changes being proposed.

- Grammatical and typographical updates to the code, including recommended legal wording changes by the City Attorney, and the addition of definitions for concepts added or clarified in the proposed sections.
- A process for designation of Historic Landmarks. Historic Landmark designation would be entirely voluntary – the process is led by the property owner. The property owner will do research to clarify why they believe the property has historic significance, and the nomination will then go to the Commission, which also submits the nomination to the State Historic Preservation Office for comment. The Commission will either recommend/not recommend the designation to the Council after looking at the Historic Significance Criteria. The Council will then approve/disapprove an ordinance marking the property as a Historic Landmark, and any approved ordinance will be recorded by the City Clerk and filed in the city's Property Inventory.
- A Historic Building Preservation section that outlines the process that a building owner seeking a demolition permit for a building in a Historic District or designated as a Historic Landmark will be required to follow. The Commission will review the application and can request additional information to determine whether the building has historic significance to the community and whether denial of the permit would prevent the property owner from earning a reasonable economic return on the property. The Commission will provide this determination to the Council, who will determine, within 90 days of the original application, whether or not to approve the application.

I am eager to discuss these proposed changes further at the May 30 council workshop.

Sincerely,

Debbie Stanton
Director, Washington Free Public Library

CHAPTER 28

HISTORIC PRESERVATION COMMISSION

28.01 Purpose and Intent

28.02 Definitions

28.03 Historic Preservation Commission

28.04 Powers of the Commission

28.05 Historic Building Preservation

28.01 PURPOSE AND INTENT.

1. Promote the educational, cultural, economic and general welfare of the public through the recognition, enhancement, and perpetuation of sites and districts of historical and cultural significance.
2. Safeguard the City's historic, aesthetic, and cultural heritage by preserving sites and districts of historic and cultural significance.
3. Stabilize and improve property values.
4. Foster pride in the legacy of beauty and achievements of the past.
5. Protect and enhance the City's attractions to tourists and visitors and the support and stimulus to business thereby provided.
6. Strengthen the economy of the City.
7. Promote the use of sites and districts of historic and cultural significance as places for the education, pleasure, and welfare of the people of the City.

28.02 DEFINITIONS.

1. ~~1~~Building. Any man-made enclosed structure built for the support, shelter, or enclosure of persons, animals, or property of any kind.
2. Commission. The City of Washington, Iowa Historic Preservation Commission, as established by this ordinance.
23. Historic District. An area which contains a significant portion of archaeological sites, buildings, structures, objects, and/or other improvements which, considered as a whole,

possesses integrity of location, design, setting, materials, workmanship, feeling, and association, and

A. Embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or,

B. Is associated with events that have made significant contributions to the broad patterns of our local, state, or national history; or,

C. Possesses a coherent and distinctive visual character or integrity based upon similarity of scale, design, color, setting, workmanship, materials, or combinations thereof, which is deemed to add significantly to the value and attractiveness of properties within such area; or,

D. Is associated with the lives of persons significant in our past; or,

E. Has yielded, or may be likely to yield, information important in prehistory or history.

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4. Historic Landmark. A building, structure, object, or site that meets one or more of the Historic Significance Criteria.

5. Historic Significance Criteria. The quality of significance in American history, architecture, archaeology, engineering, and culture that is present in sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

A. are associated with events that have made significant contributions to the broad patterns of our local, state, or national history; or,

B. possess a coherent and distinctive visual character or integrity based upon similarity of scale, design, color, setting, workmanship, materials, or combinations thereof, which is deemed to add significantly to the value and attractiveness of properties within such area; or,

C. are associated with the lives of persons significant in our past; or,

D. have yielded, or may be likely to yield, information important in prehistory or history.

6. Historic Site. An archaeological site, ~~structure~~Structure or ~~building~~Building which,

A. Is associated with events that have made a significant contribution to the broad patterns of our history; or,

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B. Is associated with the lives of persons significant in our past; or,

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C. Embodies the distinctive characteristics of a type, period, or method of construction, or that represents a work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or,

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D. Has yielded, or may be likely to yield, information important in prehistory or history.

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7. Object. Any small man-made item, including, but not limited to: a lamp post, bench, fountain, or monument.

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8. Property Inventory. A file of information about Buildings, Structures, Objects, sites, and districts in the City including, but not limited to, completed Iowa Site Inventory forms, National Register of Historic Places nominations, reports of survey and evaluation projects and contexts developed for the City, officially designated Historic Landmark nominations and other germane information.

9. Structure. Any man-made construction, which is not enclosed, which includes, but is not limited to, a bridge, shelter house, or bandstand.

28.03 HISTORIC ~~PRESERVATION~~PRESERVATION COMMISSION.

1. The Commission shall initially consist of five (5) members who shall be residents of the City.

2. Members of the Commission shall be appointed by the Mayor with the advice and consent of the City Council. Members shall demonstrate a positive interest in historic preservation, possessing interest or expertise in archaeology, architecture, architectural history, historic preservation, city planning, building rehabilitation and conservation in general or real estate.

3. The original appointment of the members of the Commission shall be two (2) for two (2) years, and three (3) for three (3) years, from January 1 following the year of such appointment or until their successor is appointed to serve for the term of three (3) years.

4. Vacancies occurring in the Commission, other than expiration of term of office, shall be only for the unexpired portion of the term of the member replaced.

5. Members may serve for more than one (1) term and each member shall serve until the appointment of a successor.

6. ~~Vacancies~~Thereafter, vacancies shall be filled by the City ~~according to~~ in June of the original selection ~~final year of the appointees' terms except as aforesaid,~~ as subject to the terms of Section 28.03(4) of this Code.

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7. Members shall serve without compensation.

8. A simple majority of the Commission shall constitute a quorum for the transaction of business.

9. The Commission shall elect a Chairman who shall preside over all Commission meetings and elect a Secretary who shall be responsible for maintaining written records of the Commission's proceedings.

10. The Commission shall meet at least ~~three~~ (3four (4)) times a year.

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28.04 POWERS OF THE COMMISSION

1. The Commission may conduct studies for the identification and designation of historic districts and sites meeting the definitions established by this ordinance. The Commission may proceed at its own initiative or upon petition from any person, group or association. The Commission shall maintain records of all studies and inventories for public use.

2. The Commission may make recommendations to the State Historic Preservation Officer for the listing of a historic district or site in the National Register of Historic Places and may conduct a public hearing thereon.

3. The Commission may investigate and recommend to the City Council the adoption of ordinances designating ~~historic sites and historic districts~~ Historic Landmarks if they qualify as defined ~~herein~~ in Section 28.02(5) of this Code.

A. Process for Designation of Historic Landmarks

1. A property owner may request designation of a Historic Landmark.

2. Nominations to designate a Historic Landmark will be submitted to the Preservation Commission and must contain the following:

- a. A completed Iowa site inventory form with all attachments, or a National Register of Historic Plan Nomination form for the listed property.
 - b. Photo documentation of the property at the time of application.
 - c. Any available historic photos of the property.
 - d. A scale map of the property showing the location of the property within the city limits.
 - e. A scale map of the property showing the proposed boundaries, extant buildings, structures, objects, and sites within the tract at the time of nomination.
 - f. A statement of, and documentation that the property meets one or more of the Historic Significance Criteria.
3. After nomination is submitted to the Commission, complete nomination forms will be sent to the State Historic Preservation Office for review and comment. Incomplete nomination forms will be returned to the applicant with guidance for completion.
4. When the State Historic Preservation Office review process is complete and comments are received, the City Clerk will notify property owners within 300 feet of the proposed historic landmark of the request. This notification shall be made at least thirty (30) days in advance of the Commission meeting at which the nomination will be considered.
5. Nominations will be made available for public review at City Hall and at the Washington Free Public Library at least fourteen (14) days in advance of the Commission meeting at which the nomination will be considered.
6. Complete nominations will then be reviewed at the next regularly scheduled Commission meeting. At this meeting the Commission will determine if the property meets the Historic Significance Criteria. If the property meets the criteria, the Commission will recommend designation. If the property does not meet the criteria, the Commission will not recommend designation.
7. If the Commission recommends designation, they shall prepare a proposed ordinance designating the property as a historic landmark. The ordinance will:
 - a. Include the legal description of the property;
 - b. Specify the applicable Historic Significance Criteria and provide an explanation of significance.
8. The proposed ordinance will be submitted to the State Historic Preservation Office for review and comment.

9. Upon receipt of comments from the State Historic Preservation Office, the Commission will submit their recommendation, the nomination, and the proposed ordinance designating the property to the City Council.

10. The City Council will consider the nomination, the proposed ordinance, and the recommendations of the Commission and the State Historic Preservation Office at a regularly scheduled meeting. If the City Council approves the designation ordinance, it will be forwarded to the City Clerk for recording and the designation and the nomination will be filed in the City's property inventory.

B. Amending or Repealing Historic Landmark Designations

1. A property owner, the Commission, an interested party, agency, or organization may initiate the amendment or repeal of a Historic Landmark designation by submitting a request for amendment or repeal. The request will then follow the process outlined for initial designation (28.04; Section 3.A).

2. Amending a Historic Landmark will involve adding buildings, structures, objects, and sites to the Property Inventory, and those additions can be made by completing the designation process outlined in this section.

3. A repeal of designation may occur if the Historic Landmark no longer meets the Historic Significance Criteria due to subsequent discovery of information regarding the significance of the building or property.

4. A statement and documentation that the property no longer meets one or more of the Historic Significance Criteria must accompany the request for repeal.

4. Other powers in addition to those duties and powers specified above, the Commission may, with City Council approval,

A. Accept unconditional gifts and donations of real and personal property, including money, for the purpose of historic preservation; or,

B. Acquire by purchase, bequest or donation, fee or lesser interests in historic properties, including properties adjacent to or associated with historic properties; ~~or, however no contract for acquisition of any property shall be enforceable unless approved by City Council, or,~~

C. Preserve, restore, maintain and operate historic properties, under the ownership and control of the Commission; or,

- D. Lease, sell, and otherwise transfer or dispose of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property, subject to the approval of the City Council; or,
- E. Contract, with the approval of the governing body, with the State or Federal governments or other organizations; or,
- F. Cooperate with the Federal, State or local governments in the purpose of the objectives of historic preservation; or,
- G. Provide information for the purpose of historic preservation to the governing body; or,
- H. Promote and conduct an educational and interpretive program on historic properties within its jurisdiction.

(Ord. 896—2006 Supp.)

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28.05 HISTORIC BUILDING PRESERVATION

1. Application of Section. The provisions of this section shall apply to all buildings and structures located in whole or in part within the following described Historic Building Preservation Districts that require a demolition permit issued by the City of Washington Building Official. Physical addresses for properties covered by this section can be found in the Identified Historic Properties listing kept at City Hall, with additional information and maps available on the Washington Free Public Library website:

- A. Downtown Commercial District (92-00349; NRHP NPS-2013).
- B. West Side Residential Historic District (92-00350).
- C. Other historic properties individually listed in the National Register of Historic Places or accepted as Historic Landmarks following the process outlined in section 28.04.

2. The City of Washington Building Official may issue a demolition permit if a building is deemed to be dangerous and an immediate public hazard.

3. Review by the Washington Historic Preservation Commission.

- A. Upon receiving an application for a demolition permit for any building subject to this section, the Building Official shall immediately notify the Washington Historic Preservation Commission of such application.

B. The applicant shall file the information required in this section at City Hall by the application deadline established by the Commission.

C. The applicant shall post notice on the property regarding notice of the proposed demolition immediately after filing the required information at City Hall.

D. At the City Council's next regular meeting after all information is received from the applicant, the Commission shall recommend to the City Council approval or denial of the application, or table the application for additional information for a specified period not to exceed sixty (60) days from the date of application with the Commission.

E. A failure of the Commission to take action on the application within the sixty (60) day period, unless the applicant requests an extension of such time, shall constitute Commission approval thereof.

F. The recommendation of the Commission shall be transmitted to the City Clerk. The City Clerk shall transmit the recommendation and the application within the sixty (60) day period to the City Council for its consideration.

G. The Commission shall review all of the information submitted by the applicant and shall make a determination as to the following:

1. Whether the building proposed for demolition has historic or architectural significance to the community; and
2. Whether denial of the proposed demolition permit would prevent the property owner from earning a reasonable economic return on the property.

H. If the Commission finds that denial of the application would prevent the property owner from earning a reasonable economic return on the property, or that the building does not have any historical or architectural significance to the community, the Commission shall recommend approval of the application.

I. If the Commission finds that denial of the application would not prevent the property owner from earning a reasonable economic return on the property and that the building has historical or architectural significance to the community, the Commission shall recommend denial of the permit application.

4. In determining whether a building has historic or architectural significance, the Commission and the City Council shall consider an application for a demolition permit in accordance with the standards for review set forth in the Secretary of the Interior's Standards

for Identification and Evaluation, and any subsequent revisions of these standards and guidelines by the Secretary of the Interior.

5. Economic Guidelines and Review Criteria. In determining whether to recommend approval or denial of the application, the Commission and the City Council may consider the information set forth in this subsection. The Commission and the City Council may also investigate strategies which would allow the property owner to earn a reasonable economic return on the property, may solicit expert testimony, and may require that the applicant make submissions concerning any or all of the following information:

A. A completed demolition application form, and an estimate of all costs related to the proposed demolition, including disposal fee, termination of utilities, equipment rental, safety fencing, asbestos abatement, etc.;

B. A report from a licensed structural engineer or architect with experience in rehabilitation as to the structural soundness of any buildings and their suitability for rehabilitation;

C. An estimated market value prepared by a real estate appraiser of the property in its:

1. Current condition of property and building
2. After completion of the proposed demolition and,
3. After renovation of the existing property for continued use.

D. The estimate of a construction professional experienced in rehabilitation, as to the costs to rehabilitate or reuse the existing building on the property;

E. Information regarding the current economic viability of the building;

F. Information regarding the future economic viability of the building, such as a statement from applicants in regard to their efforts to obtain financing, tax incentives, preservation grants and other incentives sufficient to allow the applicant to earn a reasonable economic return from the property in its current condition, and after renovation of the existing property for continued use; and

G. Evidence showing the applicant's efforts in ongoing maintenance and repair.

H. The Commission may request access to the inside of the building from the owner.

6. Action by the City Council.

A. At its next regular meeting following receipt of the recommendation of the Commission by the City Clerk, the City Council shall hold a hearing on the application for a demolition permit and shall approve, deny or withhold action on the application for a specified period not to exceed ninety (90) days from the date of application to the Historic Preservation Commission, unless the applicant requests an extension of such time. If the City Council fails to take action to approve, deny or withhold action on the application within the ninety (90) day period, or such extension as requested by the applicant, the building official shall issue the permit forthwith.

B. The City Council may withhold action on the application to allow the City Council and the Commission an opportunity to investigate the historical or architectural value of the building to the community and to take such action as may be appropriate to encourage its preservation. However, nothing in this section shall authorize the withholding by the building official of a demolition permit for more than ninety (90) days from the date of application to the building services department, unless the applicant requests an extension.

C. The applicant will be required to post notice on the property not less than four (4) days prior to the public hearing by the Washington City Council. At the hearing, the City Council shall consider the recommendation of the Commission, any information submitted to the Commission by the applicant and any information submitted to the City Council by the applicant.

D. If the City Council finds that denial of the application would prevent the property owner from earning a reasonable economic return on the property or that the building does not have any historical or architectural significance to the community, the City Council shall approve the application.

E. If the City Council finds that denial of the application would not prevent the owner from earning a reasonable economic return on the property and that the building has historical or architectural significance to the community, the City Council shall deny the application.

F. If the City Council denies the application, it shall state its findings in writing and shall transmit a copy of such findings to the applicant.

G. The applicant aggrieved by the decision of the City Council may appeal the decision to the Iowa District Court.

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 92, WATER RATES,
SECTION 99, SEWER USER CHARGE AND
SECTION 106, COLLECTION OF SOLID WASTE

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

SECTION 1. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 92.02, titled, "Rates for Service", is hereby amended to read as follows by amending Section 92.02 (1) and (2):

"92.02 RATES FOR SERVICE. Water service shall be furnished at the following rates with the City:

1. Base Charge. There shall be a basic monthly water service charge of seventeen dollars and eighty-five cents (\$17.85) per account.
2. Usage Rates. Customers shall be charged for water usage in accordance with the following rate schedule:

(Code of Iowa, Sec. 384.84[1])

Cubic Feet Used Per Month	Rate
All Usage	\$3.84 per 100 cubic feet

”

SECTION 2. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 99.05, titled, "Rates for Service", is hereby amended to read as follows by amending Section 99.05(1) and (2):

"99.05 CHARGES. The monthly sewer use charge shall be in accordance with the following:

1. Non-Residential Customers.
 - A. For each water meter of every nonresidential property receiving municipal sewer service using 1,400 cubic feet or less of water, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month plus \$3.83 per 100 cubic feet of water used.
 - B. For each water meter of every nonresidential property receiving municipal sewer service using between 1,401 and 15,000 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$63.00 per month plus \$3.83 per 100 cubic feet of water used.

C. For each water meter of every nonresidential property receiving municipal sewer service using between 15,001 and 100,000 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$126.00 per month plus \$3.83 per 100 cubic feet of water used.

D. For each water meter of every nonresidential property receiving municipal sewer service using more than 100,001 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$252.00 per month plus \$3.83 per 100 cubic feet of water used.

2. Residential Customers. For each water meter of every residential property (including multiple-family residential properties) receiving municipal sewer service, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month per dwelling unit plus \$3.83 per 100 cubic feet of water used.”

SECTION 3. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 106.08, titled, “Collection Fees”, is hereby amended to read as follows by amending Section 106.08(1):

“106.08 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefore in accordance with the following:

1. Fees.

A. The fee for solid waste collection and disposal service used or available, for each residential premise, is seven dollars and thirty-five cents (\$7.35) per month.

B. The fee for the identification stickers for disposable containers is two dollars (\$2.00) each.

C. The fee for the annual identification sticker for reusable containers is ninety dollars (\$90.00) per year prorated monthly.”

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its 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: _____ May 2, 2017

Approved on Second Reading: _____ May 16, 2017

Approved on Third & Final Reading: _____

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

City Clerk