



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE NICOLA-STOUFER ROOM.
PUBLIC LIBRARY AT 115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, APRIL 17, 2018

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 17, 2018 to be approved as proposed or amended.

Consent:

1. Council Minutes April 3, 2018
2. MSA, Wellness Park Phase 1, Design & Bidding, \$13,500.00
3. Design Alliance, Professional Services, Washington Fire Station Project, \$18,870.32
4. Simmering-Cory, Grant Writing Services, 2018 Water/Sewer CDBG Application, \$1,000.00
5. Office of Auditor of State, FY17 Audit Services, \$15,395.00
6. Tricon Construction, Water Treatment Plant Improvements, \$470,766.97
7. Mark & Stacey Chenoweth, 609 E. Main Street, Urban Chicken Request
8. A & R Land Services, ROW Services for East Adams Street Improvement Project, \$552.50
9. A & R Land Services, ROW Services for Pamida Sewer Project. \$1,842.39
10. Fox Engineering, WWTP Nutrient Reduction Study, \$2,871.15
11. Fox Engineering, Well #6 Pump Replacement, \$1,993.75
12. Fox Engineering, Water Treatment Plant Improvements. \$20,704.86
13. Fox Engineering, South Elevated Water Storage Tank Improvements, \$1,316.75
14. Fox Engineering, SE Basin I & I Reduction, \$521.00
15. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$360.00
16. Fox Engineering, City Hall Interceptor Reroute, \$5,035.00
17. Trans Iowa Equipment, Street Sweeper Repairs, \$22,409.03
18. Wal-Mart Supercenter #1475, 2485 Hwy 92, Class E Liquor License, Class B Wine Permit, Class C Beer Permit (carryout beer), Sunday Sales, (**renewal**)
19. Department Reports

Consent - Other:

DeLong Construction, Inc., Work at E. Washington St. and S. 2nd Ave., \$4,400.00

Claims & Financial Reports:

Claims for April 17, 2018

Financial Reports for March, 2018

SPECIAL PRESENTATION

Main Street Washington and Farmers' Market Requests.

Hospice of Washington County request for Parking Closure on May 22, 2018

Crystal Lotus request for Sidewalk and Parking Closure on April 28, 2018.

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

UNFINISHED BUSINESS

1. Discussion and Consideration of a Development Agreement with David and Lisa Nacos. **(Tabled 10-17-2017)**
2. Discussion and Consideration of the Second Reading of an Ordinance Amending the Code of Ordinances of the City of Washington, Iowa, Chapter 69 "Parking Regulations" – Marshall's Parking Requests.

NEW BUSINESS

Presentation – Fire Station Design Development Plans.

Discussion and Consideration of Fire Station Design Development Plans.

Discussion and Consideration of a Resolution Setting a Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost for Fire Station Site Improvement Project.

Discussion and Consideration of a Resolution Setting a Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost for Fire Station Phase I Renovations.

Discussion and Consideration of Fire/Police/City Hall Generator Quotes.

Discussion and Consideration of Engineering Services Agreement for East Washington St. Sidewalk.

Discussion and Consideration of Engineering Services Agreement for 2019 South Avenue E Reconstruction Project.

Public Hearing: Adopting Plans, Specifications, Form of Contract and Estimate of Cost (Wellness Park Grading and Utilities Project)

Discussion and Consideration of a Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost (Wellness Park Grading and Utilities Project)

Discussion and Consideration of a Resolution Awarding Construction Contract (Wellness Park Grading and Utilities Project)

Discussion and Consideration of a Farm Lease (Washington FFA)

Discussion and Consideration of Change Order #2, Well #6 Improvements Project.

Discussion and Consideration of a Resolution Approving Right-of-Way Purchase Agreement and Approving Drainage Easement Agreement.

Discussion and Consideration of a Resolution Approving Permanent Easement Agreements with Property Owners for Former Pamida Building Redevelopment Project.

Discussion and Consideration of a Resolution in Supporting Continued Funding of Commercial/Industrial Property Tax Revenue Backfill.

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Brendan DeLong
Steven Gault
Kerry Janecek
Elaine Moore
Fran Stigers
Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 04-03-2018

The Council of the City of Washington, Iowa, met in Regular Session in the Nicola-Stoufer Room, Washington Free Public Library, 115 West Washington Street on April 3, 2018 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Stigers, Youngquist. Absent: Janecek,.

Motion by Youngquist, seconded by DeLong, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 3, 2018 be approved as proposed. Motion carried.

Consent:

1. Council Minutes March 27, 2018
2. Terracon, Professional Services, Fire Station Project, \$4,950.00
3. Terracon, Professional Services, Water Treatment Plant Improvements, \$3,924.25
4. City of Washington, Fire Works Permit
5. Kevin Olson, Professional Services, \$1,115.34
6. Midwest Tree Service, Tree Removal, \$16,770.00
7. Department Reports

Councilor Stigers requested that item 4 be removed from the consent agenda. There was a question regarding the amount budgeted for fireworks this year.

Motion by DeLong, seconded by Gault, to approve the consent agenda items 1-3 and 5-7. Motion carried.

Motion by Stigers, seconded by Youngquist, to approve item 4 on the consent agenda. Motion carried.

Motion by Youngquist, seconded by Moore, to approve the claims as presented. Motion carried.

Motion by DeLong, seconded by Stigers, to approve the requests from the Chamber of Commerce for the Summer Classic Events.

Presentations from the Public:

Geneva Genkinger came before council with concerns about excessive traffic speed on S. 12th Avenue and a hazard caused by a parked truck with a rearview mirror that intruded into passing traffic.

Evie Richardson came before council with concerns about traffic going too fast on S. Ave. B and other traffic concerns of vehicles parked too close to intersections.

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

Mayor Rosien announced that now is the time for the public hearing for the FY19 budget.

No written or oral objections were received.

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

Motion by Youngquist, seconded by DeLong, to approve the Resolution Adopting the FY19 Budget. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-043)**

Motion by DeLong, seconded by Moore, to approve the First Reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 69 "Parking Regulations" (as corrected) – Marshall's Parking Requests. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Moore, to approve the Hotel/Motel Tax Fund Administration Committee's Recommendation for a Marketing Firm (Running Robots) in the amount of \$38,176.00 with \$5,000 from the Chamber of Commerce for a down payment now and then to be reimbursed by the City of Washington from funds available from Hotel/Motel Tax in June.

Motion by DeLong, seconded by Gault, to approve the Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-044)**

Motion by DeLong, seconded by Youngquist, to approve the Resolution to Provide for a Revised Notice of Hearing and Letting on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for Wellness Park Grading and Utilities Project, and Taking of Bids Therefore. Roll call on motion: Ayes: DeLong, Moore, Stigers, Youngquist. Nays: Gault. Motion carried. **(Resolution No. 2018-045)**

Motion by Youngquist, seconded by Stigers, to approve the Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement. (\$3,180,000 General Obligation Capital Loan Notes, Series 2018A) Roll call on motion: Ayes: DeLong, Gault, Stigers, Youngquist. Nays: none. Moore abstained with conflict. Motion carried. **(Resolution No. 2018-046)**

Motion by DeLong, seconded by Youngquist, to approve the Resolution (as corrected) Amending Resolutions Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-047)**

Motion by Gault, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, April 3, 2018, be adjourned. Motion carried.

Illa Earnest, City Clerk



PROFESSIONAL SERVICES

INVOICE

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

REMIT TO:

MSA PROFESSIONAL SERVICES INC
PO Box 435
BARABOO WI 53913-0435

City of Washington
215 East Washington Street
Washington, IA 52353

March 29, 2018
Project No: R10322002.0
Invoice No: 2
Project Manager: Jacob Huck
Client Liaison: Shawn O'Shea

Project R10322002.0 Washington Wellness Park Phase 1 Design & Bidding
Professional Services from February 25, 2018 to March 24, 2018

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Wellness Park Phase 1 Design & Bidding	90,000.00	40.00	36,000.00	22,500.00	13,500.00
Total Fee	90,000.00		36,000.00	22,500.00	13,500.00
Total Fee					13,500.00
AMOUNT DUE THIS INVOICE:					\$13,500.00

Offices in Illinois, Iowa, Minnesota, and Wisconsin

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



City of Washington
215 East Washington Street
Washington, IA 52353

April 4, 2018
Invoice No: 205295
Project No: 217055

Attn: Brent Hinson

Re: Washington Fire Station

For professional services rendered for the period March 1, 2018 to March 31, 2018
for the referenced project.

<u>Description</u>	<u>Contract Amount</u>	<u>% Work To Date</u>	<u>Amount Billed</u>	<u>Previous Billed</u>	<u>This Inv Billed</u>
Predesign	15,500.00	100.00%	15,500.00	15,500.00	0.00
Schematic	7,750.00	100.00%	7,750.00	7,750.00	0.00
Design Dev	31,000.00	100.00%	31,000.00	12,400.00	18,600.00
Const Doc	54,250.00	0.00%	0.00	0.00	0.00
Bid/Negot	7,750.00	0.00%	0.00	0.00	0.00
Const Admin	38,750.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	155,000.00		54,250.00	35,650.00	18,600.00
Total Fixed Fee					\$18,600.00

Kristofer Orth - mileage	270.32
Total Out-of-Pocket Expenses	\$270.32

INVOICE TOTAL \$18,870.32

Please notify our office if you have any questions concerning your invoice balance.

1.5% interest charged on unpaid balance over 30 days

14225 University
Suite 110
Waukee, IA 50263
TEL 515.225.3469
FAX 515.225.9649
DesignAllianceInc.com

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



INVOICE 2018-SC-0031 4.2.2018

BILL TO

City of Washington
PO Box 516
Washington, IA 52353

INSTRUCTIONS

Thanks for your business!

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Grant Writing Services 2018 Water/Sewer CDBG Application	1,000.00	\$1,000.00

TOTAL DUE **\$1,000.00**

Thank you for your business!

*Thanks
Brent J. Illa*



**OFFICE OF AUDITOR OF STATE
STATE OF IOWA**

Mary Mosiman, CPA
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0004

Telephone (515) 281-5834 Facsimile (515) 242-6134

BILL TO:

Washington
215 E. Washington Street
PO Box 516
Washington, IA 52353-0516

INVOICE

DATE	4/6/2018
NUMBER	23776
AMOUNT DUE	\$ 15,395.00

DESCRIPTION	HOURS	PER DIEM	EXPENSE	TOTAL
Brustkern, Brian	24.0	1,808.40	111.93	\$ 1,920.33
Fangman, Gwen	78.0	5,070.00	189.93	5,259.93
Schwind, Sarah	66.0	2,574.00	-	2,574.00
Shiple, Sidot	38.0	2,014.00	-	2,014.00
Sigmon, Rachel	62.0	2,976.00	25.74	3,001.74
BILLING FOR AUDIT SERVICES PERFORMED FOR YEAR ENDED JUNE 30, 2017.				
STATUTORY FILING FEE			625.00	625.00
TOTAL	268.0	\$ 14,442.40	\$ 952.60	\$ 15,395.00
OFFICE USE ONLY	Please make payments to MARY MOSIMAN, AUDITOR OF STATE and mail to the OFFICE OF AUDITOR OF STATE, STATE CAPITOL 1007 E. GRAND AVENUE, ROOM 111, DES MOINES, IOWA 50319			
	If you have any questions, please contact ANDY NIELSEN (515-281-5834).			



Contractor's Application for Payment No. 5R

Application Period: 2/01/18 - 2/28/18	Application Date: 4/2/2018
To (Owner): City of Washington	From (Contractor): Tricon Construction
Project: Water Treatment Plant Improvements, City of Washington, Washington, Iowa	Via (Engineer): Fox Engineering Inc, 414 South 17th Street, Ste107, Ames, IA 50010
Owner's Contract No.:	Contractor's Project No.: 17-011-JA
	Engineer's Project No.: 2489-11A

**Application For Payment
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE	\$	54,943,000.00
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 ± 2)	\$	54,943,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	1,774,435.44
5. RETAINAGE:		
a. 5% X <u>1,396,334.71</u> Work Completed.....	\$	69,816.74
b. 5% X <u>378,100.73</u> Stored Material.....	\$	18,905.04
c. Total Retainage (Line 5.a + Line 5.b).....	\$	88,721.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$	1,685,713.67
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	1,214,946.70
8. AMOUNT DUE THIS APPLICATION	\$	470,766.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	3,257,286.33

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

Contractor Signature
By: Mary K. Stone Date: 4-2-18

Payment of: \$ \$ 470,766.97
(Line 8 or other - attach explanation of the other amount)

is recommended by: R.J. Baker, P.E. 4/4/2018
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

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

due by April 10th

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 Mark + Stacey Chenoweth

Property Address 609 East Main St.

Daytime Phone # Stacey 319-461-6713 Evening Phone # Same

mark 319-591-6038

Number of chickens to be kept 4

(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)
- Description of chicken coop and pen including materials used & cubic feet
- Diagram of the property including dimensions, location of coop and pen, and identification of adjacent properties by street address
- Sign-off of all adjacent property owners (please use form attached as Exhibit A)

✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____

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

SLC 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.

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

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

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

SLC 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.

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

SLC 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).

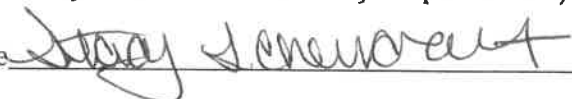
SLC 8) I affirm that I have never been found guilty of any animal welfare, neglect or cruelty violations.

SLC 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.

SLC 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.

SLC 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  Date 3-27-18

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
 Ila 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: Mark + Stacey Chenoweth
 Site Address: 609 East Main 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
Rick Wagenknecht 603 E Main St Washington	319-863-3144	Rick Wagenknecht 3/27/18
Ratoy Kujaczynski 415 E Main St.	319-591-9032	Ratoy Kujaczynski 3/27/18
Jan Wagenknecht 603 E. Main St. Washington	319-655-5770	Jan Wagenknecht 4/9/18

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

main Street

603

609

615

Rick +
Jan
Wagenknecht
603 East
Main Street

609 East
Main

Patsy
Kujaczynski
615 East Main



Garden
Tunnel

Coop Pen
3x3x5

Coop 45 ft²

Pen 45 ft²

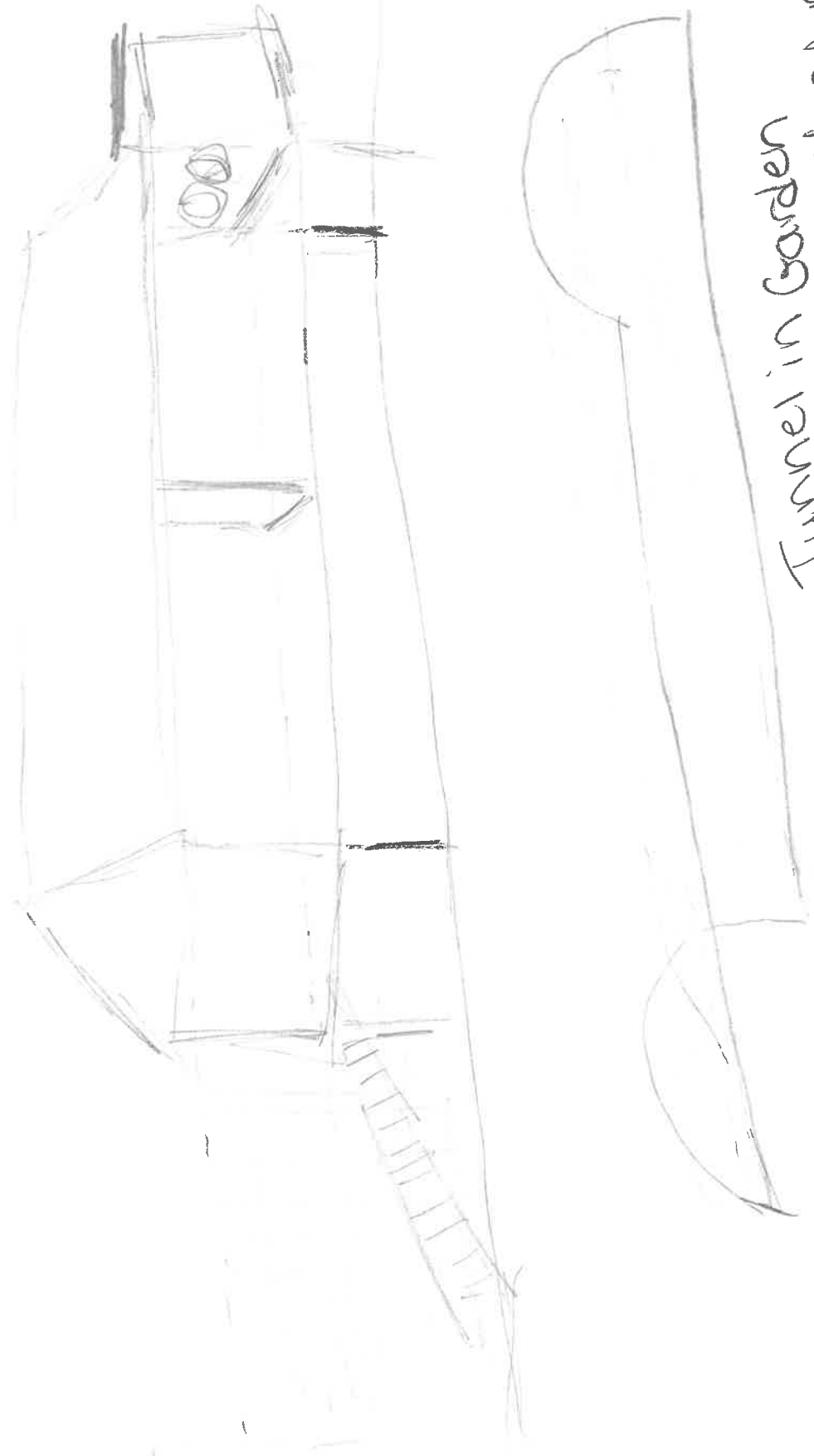
wood +
chicken wire
Fence

Pen
105

garden

Coop 3x3x5 45 #3 Made of
Pen 3x3x5 45 #3 wood & chicken wire

← To garden



Tunnel in Garden
That will connect at north
end of Pen

A & R Land Services, Inc.

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

Invoice No. WASH-ADAMS-18-2

INVOICE

Customer

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

Date 4/10/2018
Order No. WASH-ADAMS-18

Qty	Description	Unit Price	TOTAL
	FEBRUARY 2018		
8.5	ROW Services for City of Washington, Iowa East Adams Street Improvement Project	\$65.00	\$552.50
	Mileage for project trips taken.	\$0.540	
	Color copies/printing.	\$0.50	
	Black and white copies/printing.	\$0.10	
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
		SubTotal	\$552.50
		Shipping & Handling	\$0.00
		Taxes Iowa	
		TOTAL	\$552.50

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

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

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

Your Expert Right of Way Resource

A & R Land Services, Inc.

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

Invoice No. WASH-PAMIDA-18-2

INVOICE

Customer

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

Date 4/10/2018
 Order No. WASH-PAMIDA-18

Qty	Description	Unit Price	TOTAL
	FEBRUARY 2018		
22	ROW Services for City of Washington, Iowa Pamida Sewer Project	\$75.00	\$1,650.00
353	Mileage for project trips taken.	\$0.545	\$192.39
	Color copies/printing.	\$0.50	
	Black and white copies/printing.	\$0.10	
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
	SubTotal		\$1,842.39
	Shipping & Handling		\$0.00
	Taxes Iowa		
	TOTAL		\$1,842.39

Payment Details

- Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

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

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

Your Expert Right of Way Resource



414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

City of Washington
PO Box 516
Washington, IA 52353
Brent Hinson

Invoice number 42736
Date 03/31/2018

Project **204517C Washington WWTP Nutrient
Reduction Strategy**

Professional Services for the Period of 02/25/2018 to 03/31/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Study & Report	14,519.00	95.00	13,793.05	13,793.05	0.00
Total	14,519.00	95.00	13,793.05	13,793.05	0.00

Standard Hourly Rate Phases

IRE Pretreatment Consultation
Professional Fees

	Billed Amount
Phase subtotal	2,871.15

Invoice total \$2,871.15

Approved by:  _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42737
 Date 03/31/2018

Project **342415C Washington Well 6 Pump Replacement**

Professional Services for the Period of 02/25/2018 to 03/31/2018

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	28,324.00	100.00	28,324.00	28,324.00	0.00
Bidding	4,768.00	100.00	4,768.00	4,768.00	0.00
Total	33,092.00	100.00	33,092.00	33,092.00	0.00
					Billed Amount
Construction Administration					
Professional Fees					1,018.75
Outside Services					
Riesberg Engineering Company					975.00
Phase subtotal					1,993.75
					Invoice total \$1,993.75

Approved by: 

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42738
 Date 03/31/2018

Project **342416A Washington Water Treatment Plant Improvements**

Professional Services for the Period of 02/25/2018 to 03/31/2018

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	126,460.00	100.00	126,460.00	126,460.00	0.00
Final Design	177,830.00	100.00	177,830.00	177,830.00	0.00
Bidding	16,780.00	100.00	16,780.00	16,780.00	0.00
Total	321,070.00	100.00	321,070.00	321,070.00	0.00

	Billed Amount
Construction Administration	
Professional Fees	17,066.63
Reimbursables	102.70
Outside Services	
Rietz Consultants, Ltd	750.00
Phase subtotal	<u>17,919.33</u>
Resident Project Representative	
Professional Fees	1,880.00
Reimbursables	311.53
Phase subtotal	<u>2,191.53</u>
Commissioning & Post-Construction	
Professional Fees	594.00
Phase subtotal	<u>594.00</u>
Invoice total	<u><u>\$20,704.86</u></u>



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42739
 Date 03/31/2018

Project **342417B Washington South 0.5 MG
 Elevated Water Storage Tank
 Improvements**

Professional Services for the Period of 02/25/2018 to 03/31/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	5,713.00	100.00	5,713.00	5,713.00	0.00
Final Design	13,534.00	100.00	13,534.00	13,534.00	0.00
Bidding	3,994.00	100.00	3,994.00	3,994.00	0.00
Total	23,241.00	100.00	23,241.00	23,241.00	0.00

Standard Hourly Rate Phases

Construction Administration

Professional Fees	366.75
Outside Services	950.00
Phase subtotal	1,316.75

Invoice total \$1,316.75

Approved by:  _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

City of Washington
PO Box 516
Washington, IA 52353
Brent Hinson

Invoice number 42741
Date 03/31/2018
Project **204517A Washington SE Basin I&I Reduction**

Professional Services for the Period of 02/25/2018 to 03/31/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	57,100.00	78.10	44,075.00	44,596.00	521.00
Final Design	29,500.00	0.00	0.00	0.00	0.00
Bidding	8,500.00	0.00	0.00	0.00	0.00
Construction Administration	29,800.00	0.00	0.00	0.00	0.00
Post Construction Record Drawings	5,700.00	0.00	0.00	0.00	0.00
Total	130,600.00	34.15	44,075.00	44,596.00	521.00

Invoice total **\$521.00**

Approved by: _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42740
 Date 03/31/2018

Project **204515A Washington Sanitary Sewer
 Collection System Evaluation**

Professional Services for the Period of 02/25/2018 to 03/31/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection & Kickoff Meeting	5,500.00	100.00	5,500.00	5,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Mapping	12,500.00	100.00	12,500.00	12,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Modeling	12,000.00	100.00	12,000.00	12,000.00	0.00
Southeast Drainage Basin Rehabilitation Report	27,500.00	100.00	27,500.00	27,500.00	0.00
Total	57,500.00	100.00	57,500.00	57,500.00	0.00

Standard Hourly Rate Phases

General Consultation

Professional Fees

	Billed Amount
Professional Fees	360.00
Phase subtotal	360.00
Invoice total	\$360.00

Approved by: _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
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 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42742
 Date 03/31/2018

Project **204517B Washington City Hall
 Interceptor Reroute**

Professional Services for the Period of 02/25/2018 to 03/31/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	19,500.00	100.00	19,500.00	19,500.00	0.00
Final Design	9,500.00	100.00	4,465.00	9,500.00	5,035.00
Bidding	6,500.00	0.00	0.00	0.00	0.00
Boundary Survey	3,900.00	75.00	2,925.00	2,925.00	0.00
Construction Administration	11,000.00	0.00	0.00	0.00	0.00
Construction Staking	3,000.00	0.00	0.00	0.00	0.00
Total	53,400.00	59.78	26,890.00	31,925.00	5,035.00

Invoice total **\$5,035.00**

Approved by: _____

Late Payment Charge: 15% per annum beginning 30 days from above date

Kelsey (Kranz) Brown

Subject: RE: Street Sweeping

From: JJ Bell [<mailto:jjbell@washingtioniowa.gov>]
Sent: Thursday, April 12, 2018 2:26 PM
To: Greg Goodman
Cc: Brent Hinson; Illa Earnest; Kelsey (Kranz) Brown
Subject: Street Sweeping

Brent, the sweeper arrived yesterday from Trans Iowa, Dick has been in it since. The invoice was surprisingly more than we anticipated. We were under the impression it would be around \$7,000. Unfortunately it is \$21,800. A few of the major repairs consisted of-
Dirt Shoe assembly (bearing,u-joint, thrust washer and Hyd Motor) & S B Thrust washer. Of course labor was 25% of the bill. This piece of equipment is here for long term obviously, especially after putting previous work into it. I won't forget this. Still not happy with Trans Iowa, I will leave it at that.
Just an FYI

--
J J Bell
Superintendent
City of Washington
Maintenance & Construction Dept
jjbell@washingtioniowa.gov
319-653-1538

NOTE: Effective immediately my email has changed to the same first initial and last name
@washingtioniowa.gov - Please change your address book to reflect the change.

Per JJ:

Street Sweeper hasn't been out at all this year due to issues
the discovered in December. Zach thought it was too much for
him to dive into, so they sent it to TransIowa for about 10 days.



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 Ankeny, IA 50021
 515-289-9994 • 800-933-1190
 Fax: 515-289-9995

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 Fax: 651-645-6668

Ship To: SAME AS BELOW

Invoice To: CITY OF WASHINGTON
 215 E WASHINGTON ST
 WASHINGTON IA 52353

Branch TRANS IOWA EQUI *REPRINT*		
Date 04/10/18	Time 13:33:44 (B)	Page 01
Account No WASHI002	Phone No 3196536584	Inv No W00889
Ship Via	Purchase Order ZACH	
Tax ID No		
		Salesperson 146

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C001316	PELICAN	3757	NS2044D		
	NS	14284	NS2044D		

SEGMENT# 1 C 2290 CK 03/26/18 03/28/18

Side Broom Drive
 Side broom drive broken. Rebuild side case , main broom ,
 drive chains .
 - Tear down, diagnose and make parts lists.
 ---Corrections---
 Disassembled the rest of the side broom assembly. Found
 the pinion gears were both chipped, pivot housing had a
 crack almost the entire circumference, bearings/races were
 shot, chain was kinking and damaged from rubbing the
 housing, adjustment idler was gone, lower extension housing
 was broken and the bearings/races/seals in it needed
 replaced, the drive and driven sprockets were both worn
 from excessive chain slack. Main broom chain and sprocket
 were both worn the same. The drive motor above the
 conveyor had multiple leaks and the u-joints that connected
 the motor and side/main broom drives were bad. Completed
 the full rebuild on the RH side broom, changed all bearings
 and seals, had to play with the shim stack to get proper
 backlash on the gears and proper end-play on the tapered
 bearings (almost certain that played a big part in the
 destruction of the gears). Installed new drive and driven
 sprockets and chains. Had to cut the u-joints out at the
 drive motor on both sides. Replaced the main broom arm
 pivot bushings as they were accessible during the R&R of
 the drive motor and u-joints. Replaced the drive motor,
 reusing the fittings from the old unit with new o-rings.
 Replaced u-joints and reinstalled the drive shafts.
 Adjusted side broom chain tension using new adjustment

CONTINUED ON PAGE 02

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Branch TRANS IOWA EQUI		
Date 04/10/18	Time 13:33:44 (B)	Page 02
Account No WASHI002	Phone No 3196536584	Inv No W00889
Ship Via	Purchase Order ZACH	
Tax ID No		
	Salesperson 146	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS	
C001316	PELICAN	3757	NS2044D			
	NS	14284	NS2044D			
idler. While mounting the new main broom driven sprocket, new take-up bearings were installed on both sides. New side broom segments were installed and the sweeper was tested for function/leaks.						
FRT	FREIGHT	8		47.82		382.55
SUBLET	SUBLET?	2		850.00		1700.00
1003444	M B JACK SHAFT	1		151.18		151.18
	M B JACK SHAFT BEARING					
1005412	MB DRIVEN SPROC	1	M	127.32		127.32
1005496	DRIVE SHAFT SLE	1	M	15.72		15.72
1005563	S B DRIVEN SPRO	1	M	49.60		49.60
1006130	S B THRUST WASH	3		1.95		5.85
	S B THRUST WASHER					
1006764	S B UPPER HOUSI	1	M	954.50		954.50
1008668	S B DRIVE BEVEL	1	M	238.37		238.37
1008669	S B DRIVEN BEVE	1	M	171.05		171.05
1009573	S B PVT HSG BSH	2	M	96.55		193.10
1009872	IDLER PULLEY	1	M	46.71		46.71
1011658	S B HOUSING LOW	1	M	502.67		502.67
1011664	SB SPR GUID ROD	1	M	16.66		16.66
1012119	STRIPPER PLATE-	1	M	46.96		46.96
1012683	RTNG RING, 1.38	1	M	7.84		7.84
1015256	S B OUTPUT SHAF	1	M	40.54		40.54
1021760	S B CLUTCH PIN	1		1.38		1.38
	S B CLUTCH PIN STOP					
1021761	BROOM SPROCKET	1	M	80.03		80.03
1021767	S B CLUTCH DRIV	1	M	66.20		66.20
1027867	S B SHEAR PIN A	1		6.49		6.49
	S B SHEAR PIN ASSY - S					
1031347	BUSHING-BII	1		7.09		7.09

CONTINUED ON PAGE 03

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SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C001316	PELICAN	3757	NS2044D		
	NS	14284	NS2044D		
1031769	SAFETY SNAP PIN			4	1.70
	SAFETY SNAP PIN-C				6.80
1035525	RUNNER-DIRT SHO			2	23.29
	RUNNER-DIRT SHOE				46.58
1043668	U-JOINT, SIDE BR			1	176.65
1044630	KNOB SB SHEA PN			1 M	3.70
1048546	ASSY-SB SPROCKE			1 M	130.94
1048741	BEARING-TAKE UP			2	140.22
1054322	DIRT SHOE RUNNE			2	45.42
	DIRT SHOE RUNNER-MOD				90.84
1055780	WOODRUFF KEY MD			6 M	13.81
1056540	BEARING-SB PIVO			2 M	131.88
1056878	WASHER-THRUST			2 M	9.31
1072772	U-JOINT ASSEMBL			2 N	456.86
1074158	HYD MOTOR			1 N	4967.59
1074573	WASHER-2.50 NYL			4	8.04
	WASHER-2.50 NYLON				32.16
1074587	PIN-.75D CYLIND			1	10.52
	PIN-.75D CYLINDER				10.52
1078768	TUBE-COVER HOLD			1	104.89
	TUBE-COVER HOLD-DWN				104.89
1078796	PL-MBRM CVR HOL			2	3.41
	PL-MBRM CVR HOLDDOWN				6.82
1079389	PIN-PIVOT			2 M	49.55
1080447	BRG-POLYLUBE MR			1	20.82
	BRG-POLYLUBE MRP 2.5				20.82
30265	BROOM M.B.D.W E			1 M	636.34
	BROOM M.B.D.W ELGIN SE & P RED				636.34
5004378	HSFHCS, .50-13X1			4	2.29
	HSFHCS, .50-13X1.75GR8				9.16

CONTINUED ON PAGE 04

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Date 04/10/18	Time 13:33:44 (B)	Page 04
Account No WASHI002	Phone No 3196536584	Inv No W00889
Ship Via	Purchase Order ZACH	
Tax ID No		
	Salesperson 146	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C001316	PELICAN	3757	NS2044D		
	NS	14284	NS2044D		
5004497	SQ HD SET SCREW			1	.22
5004498	SQ HD SS			1 M	.58
5005050	.500-13 HEX NUT			4	.60
5005490	COTTER PIN -.18			2	.06
	COTTER PIN -.187 X 2.00				
5005533	WOODRUFF KEY #G			1	2.73
5007103	MB DRIVE CHAIN			1 M	100.92
5007249	S B DRIVE CHAIN			1 M	61.33
5007640	BEARING LOCK WA			1 M	4.32
5008054	OIL SEAL			1 M	16.10
5008067	OIL SEAL			1 M	16.79
5008173	RTNG RING, .925			1	.52
	RTNG RING, .925 ID				
5009195	OIL SEAL-SB			1 M	14.86
5009197	BUSHING			2	4.48
5009429	RTNG RING, .574			2	.22
	RTNG RING, .574 ID				
5009557	ROLLER BEARING			4 M	9.72
	ROLLER BEARING CONE				
5009558	ROLLER BEARING			4	5.78
	ROLLER BEARING CUP				
5009595	ROLLER BEARING			2 M	9.71
5009596	BEARING CUP			2 M	12.43
5010197	OIL SEAL			1 M	16.49
5010598	3/8-16 X 1/2 HD			2	.44
	3/8-16 X 1/2 HD ST SCW				
6183819	BEARING, CUP			2	23.12
7077503	OUTER BEARING C			2	14.48
	OUTER BEARING CUP				
7077504	OUTER BEARING C			2	36.71

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Account No WASHI002	Phone No 3196536584	Inv No W00889
Ship Via	Purchase Order ZACH	
Tax ID No		
	Salesperson 146	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C001316	PELICAN	3757	NS2044D		
	NS	14284	NS2044D		
	OUTER BEARING CONE				
7077505	INNER BEARING C			2	68.69
	INNER BEARING CONE				
7077509	GREASE SEAL			2	17.48
7873221	SB SEGMENT SET			1	108.00
	SB SEGMENT SET - (4) 17 WIRE				
				PARTS	11797.02
				LABOR	5432.90
				SUBLET	1700.00
11000001				SEGMENT TOTAL==>	18929.92

SEGMENT# 3 C 2290 NA 04/02/18 04/02/18

Extra Repairs
 1) water filter housing (.5)
 2) repairs LH wiper (1)
 3) Turn signals inop from LH side --DIAG-- (1)
 4) switches lh broom down, lh broom water , head lamp ,
 beacon , mb conv height (1)
 5) repack / inspect guide wheel bearings (3)
 6) main broom curtain (1.5)
 7) conveyor support cover / frame (1.5)
 8) conveyor extensions l/r (1)
 9) rh dirt shoes replacment (1)
 10) --DIAG-- A/C (1)
 ---Corrections---
 -Checked that the compressor clutch was
 engaging/disengaging, recovered A/c system, was almost a
 pound over filled, vacuumed the system and recharged with 4
 pounds of 134a, tested ok. -Replaced RH dirt shoe
 assembly.

CONTINUED ON PAGE 06

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Branch TRANS IOWA EQUI		
Date 04/10/18	Time 13:33:44 (B)	Page 06
Account No WASHI002	Phone No 3196536584	Inv No W00889
Ship Via	Purchase Order ZACH	
Tax ID No		
	Salesperson 146	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C001316	PELICAN	3757	NS2044D		
	NS	14284	NS2044D		

Replaced conveyor extentions. -Had to cut out old conveyor frame, replaced with new frame and new bolts. -Cut the remainder of the main broom curtain, replaced with new curtain, tabs, and safety snap clips. -Removed guide wheel hubs, found that dirt inclusion from failed seals ruined the bearings on both sides, replaced bearings/races/seals, torqued to spec, and filled with grease. The LH wiper bell crank bar was jamming. LH turn signals inop due to a bad relay, replaced. Water filter housing had junk in the threads, cleaned out and stopped the leak. -All switches in

the cab are operational, had to move some around so that each function would work properly.

1025992	FILTER CARTRIDG	1	59.57	59.57
	FILTER CARTRIDGE - B			
1026803	FILL HOSE CONNE	1	47.31	47.31
1031769	SAFETY SNAP PIN	4	1.70	6.80
	SAFETY SNAP PIN-C			
1059076	RKR SW, ON-ON 1	3	15.17	45.51
	RKR SW, ON-ON 12V			
1059080	RKR SW, ON-ON 12	1	29.56	29.56
	RKR SW, ON-ON 12V			
1077482	DEFLECTOR-LWR D	2	21.22	42.44
	DEFLECTOR-LWR DIRT			
1078741	WLDT-CONV COVER	1	440.12	440.12
	WLDT-CONV COVER SPRT			
1078768	TUBE-COVER HOLD	1	104.89	104.89
	TUBE-COVER HOLD-DWN			
1078796	PL-MBRM CVR HOL	2	3.41	6.82
	PL-MBRM CVR HOLDDOWN			

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Tax ID No		
	Salesperson 146	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C001316	PELICAN NS	3757	NS2044D		
1079055	COVER-MAINBROOM, FRT	14284	NS2044D	1	122.13
1095994	AY-DIRT SHOE, R AY-DIRT SHOE, RH			1	530.55
				PARTS	1435.70
				LABOR	1687.40
11000001				SEGMENT TOTAL==>	3123.10

***** WORK ORDER TOTALS *****

PARTS	13232.72
LABOR	7120.30
SUBLET	1700.00
SHOP SUPPLIES	356.01
IN HOUSE CHARGE	22409.03

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Applicant License Application (LE0001529)

Name of Applicant: <u>Walmart Inc.</u>		
Name of Business (DBA): <u>Wal-Mart Supercenter# 1475</u>		
Address of Premises: <u>2485 HWY 92</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business <u>(319) 653-7213</u>		
Mailing <u>508 SW 8th Street</u>		
City <u>Bentonville</u>	State <u>AR</u>	Zip: <u>72716</u>

Contact Person

Name <u>Cynthia Montero</u>		
Phone: <u>(479) 277-4656</u>	Email <u>complic@walmart.com</u>	

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 05/11/2018

Expiration Date: 05/10/2019

Privileges:

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

Status of Business

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

Ownership

Doug McMillon

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

Amy Thrasher

First Name: Amy **Last Name:** Thrasher
City: Bentonville **State:** Arkansas **Zip:** 72712
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Phyllis Harris

First Name: Phyllis **Last Name:** Harris

City: Rogers **State:** Arkansas **Zip:** 72758
Position: SVP & Chief Compliance
% of Ownership: 0.00% **U.S. Citizen:** Yes

Jeff Davis

First Name: Jeff **Last Name:** Davis
City: Rogers **State:** Arkansas **Zip:** 72758
Position: Treasurer
% of Ownership: 0.00% **U.S. Citizen:** Yes

Andrea Marie Lazenby

First Name: Andrea Marie **Last Name:** Lazenby
City: Bentonville **State:** Arkansas **Zip:** 72712
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

James Robert Renfrow

First Name: James Robert **Last Name:** Renfrow
City: Rogers **State:** Arkansas **Zip:** 72758
Position: Asst. Sec
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Travelers Casualty & Surety Company of America</u>	
Policy Effective Date: <u>05/11/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Washington Volunteer Fire Department
April 4, 2018

February Fires

7 City fires	2220.00
1 rural fires	00.00
0 Drill	150.00
8 fires and 0 drill	2370.00

Preplanned The Washington County Court House before the meeting.

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved.

Treasure report was read.

Randy Tisor made a motion to pay all bills against the department. Seconded by Josh Laws. Passed
Committees; Social: snacks after meeting

Golf: Cart shed clean up sometime this month.

Communication; Thank You from Roselene Lowe and Ron Carol with \$2.00 donation. Thank you
from the Washington County Fair Board for help getting 911 Trailer here.

Keota fun Days June 9.

Application; we have a full roster.

Old Business; County meeting was in Brighton 5 attended.

The training at the Jones was very good.

Tom Wide thanked the people who helped move stuff out of the back room and garage.

Tom Wide has checked into new power washer \$9500.00. Old one should be worth 2500.00.

Rescue

New Business; April 8 thru 14 is National Communication week.

Station update; Both houses are empty and will be demolished in a couple weeks.

Active Threat Response Course May 1-3.

Pipeline meeting in Sigourney April 10 at 6pm.

Kirkwood Fire School Sept. 22-23.

Riverside road isclosed thru July. Take alternate routes.

Railroad training September 29.

Flood and moving water training June 1 thru 3.

Aerial Truck passed all test. It needs to go to Des Moines for updates.

There is a company coming to test all the SCBA and diving bottles in May.

The City wants us to wash the square.

June 3-4 WMT tractor ride will be in Washington will need help.

Our SOPs are being updated.

April 30 State training trailer will be in Richland at 5pm.

Kevin Shultz made a motion to buy a UTV and trailer Seconded by Bruce McAvoy. Chief said if we
had room we would already have one.

Discussion of calls; Good knock down on the house fire on 10th street.

Roll call taken

No other business, meeting adjourned.

Secretary
Tom Beauchamp

MAINTENANCE & CONSTRUCTION DEPT. REPORT

3-24-18/4-6-18

STREETS: Personnel salted the streets after a 2-3 inch snow storm. Total salt used in March (14 ton). Personnel cleared trees and limbs off the streets that fell during the snowstorm. Personnel backfilled numerous stump holes that were ground by a contractor working on the Ash trees. Personnel assisted the County Conservation haul brush away from the KeWash Trail west of F Ave.

WATER DISTRIBUTION: Personnel disconnected 202 East Jefferson water service at the water main. Crews repaired a water main break on East Jefferson in the 200 block, marking the 8th break of the year Personnel shut off 15 water services for nonpayment. Personnel installed a 10 inch gate valve, 6 inch gate valve and a 5 ft 6 in fire hydrant located at well #6. Personnel repaired a water box (rod) located at 839 South Marion Ave as well as 427 East Madison St.

SEWER COLLECTION: Personnel flushed 1,000 gallon of water in the 700 block of East Jefferson St where a sewer service issue occurred, City main was open.

STORM SEWER COLLECTION: Personnel investigated a sink hole between Pizza Hut & Lyon's, found concrete was used for fill on the storm line and apparently there were voids under the slabs.

MECHANIC/SHOP: Personnel serviced K-9 Unit, #302, #119 (fuel filter & hand primer), #102, Street sweeper (gutter broom drive, fuel filters & oil filters), Case Uni loader, #144 (fuel lines), PD 97 (service, new headlight & rotate tires), PD 96 (service & rotate tires), Parks truck (check engine codes), Gate valve wrench (service), M/C trailer (annual grease of wheel bearings), PD speed trap and K-9 Unit (front brakes, pads, rotors, calipers, flush transfer case and new tires).

OTHER: Personnel responded to 31 One Calls. Yard waste and bag pick up continued (65 YTD). Personnel hauled spoil away from the shop, also hauled dirt from Sesqui Park to the stockpile and hauled asphalt millings to the stockpile.

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

Emerald Ash Borer Committee Update

The EAB committee began meeting in April 2017, and since that time we have had 12 meetings at City Hall. We have presented a plan to City Council, for which they adopted, that consists of City crews removing smaller trees, and contracting out the rest of the trees as long as the bids are reasonably priced.

So far in FY18, we have had contractors remove 47 Ash trees, and 33 condition #1 hazard (non-ash) trees at an average of \$500.94/tree (\$40,075 for 80 trees). The City crews have removed 44 Ash trees, and 9 condition #1 hazard (non-ash) trees. There have been several areas where we also had to remove sidewalks to get stumps ground out. These sidewalks were trip hazards as well, and their replacements will accompany the sidewalk program.

There are 157 Ash trees left, of which we will need to evaluate this spring after they leaf out, to determine if their conditions have changed. Currently there are 5 condition #2, 62 condition #3, 50 condition #4, and 40 condition #5. Of these 153, 12 have been identified for City removal, with the remaining 145 to be contracted out. We will also be looking at all other trees for potential hazard trees as they may arise.

Please let us know of any questions or comments. Thank you.

Sincerely,

Nicholas Duvall (Committee Chair)

Cemetery Sexton

Elm Grove & Woodlawn Cemetery

319-653-3927 Office

319-461-1490 Cell

nduvall@washingtونيowa.gov

Elm Grove & Woodlawn Cemeteries

Council Report for March 2018

By Nicholas Duvall

We have plowed snow at Elm Grove twice in March. We have been settling graves, and hauling dirt as weather allows. We completed spring cemetery cleanup with 25 bags (42 gallon size) of decorations and trash picked up. One seasonal employee started on 3/19. He is working ½ days until we begin mowing. We serviced and gave a tune up to one dump truck as well. We also started putting together the recycling carts that we got on 3/16.

We have had 9 funerals at Elm Grove this month, 21 funerals total so far this year. This month we plan to continue with funeral services, settling and seeding graves, spreading rock on roads in soft areas, start mowing and trimming, mulching, normal spring maintenance and continue with snow removal as weather dictates. We will also be working on cemetery records updating as time allows.

**WWTP report
April 3, 2018
Council meeting**

- **After hour alarm and dog call outs –**
 - 24th WWTP, generator running,, 5:03 a.m. Fred
 - 24th WWTP, PSBR EQ basin high float alarm, 8:46 a.m. Fred
 - 24th WWTP, generator trouble alarm, 3:38 p.m. Fred
 - 25th dog call, Safety Center reported a dog to be picked up at 602 East 2nd, 2:20 p.m. Parker
 - 26th WWTP, elevated TSS alarm, 3:53 a.m. Fred

- **Dept Head meetings** - I attended the meetings on March 13th & 20th.

- **Post SBR (PSBR) EQ basin overflow** – The PSBR EQ basin overflowed on the 24th. This overflow was probably caused by the power outage that occurred around 5:03 a.m. and caused a SCADA computer glitch. The glitch allowed two SBR decanters to decant the contents from two basins around the same time. I received an alarm call out around 8:46 a.m. for a PSBR EQ basin high float alarm. I got to the WWTP around 9:00 a.m. and waste water was overflowing the basin. The overflow ended around 9:05 a.m. It lasted for around 20-25 minutes. I estimated it overflowed around 5,000 gallons of treated waste water (except no UV treatment) into the storm water ditch then out to the farm field south of the WWTP. Two lids on the basin had lifted off during the overflow. One of the lids ended up resting on top of the intact lids and the other lid sank to the bottom of the basin. Luckily the lid that sank didn't end up on top of basin outlet pipe. I called Jason and Parker into work to assist in getting the lid out of the basin. We were able to get the lid out around noon. Around 9:30 a.m. I reported this overflow to the IDNR spill hotline. I contacted the local IDNR Field Office #6 on Monday, March 26th. I was instructed to send an email to them outlining what had caused the overflow, which I did. No further action required at this time. On the 26th the WWTP staff met and talked about what we could do in the future to prevent this from happening again.

- **Onsite Service Solutions (OSS)** – Andy from OSS was at the WWTP on March 22, 2018 to complete the annual maintenance and calibration of our Hach dissolved oxygen and total suspended solids meters. Andy also installed the four (4) new display screens on the meter's display screens.

- **UV modules** – We're still waiting to hear back from SUEZ (Ozonix) on current UV lamp prices, warranty UV lamp replacement, and a copy of the further programming review report that was requested by their field service tech that was at the WWTP on March 8, 2017 for a field inspection of our UV equipment.

- **AWWA IA Section Region VI Water Distribution and Treatment Plant Operator training class in Washington** – Jason attended this training class on March, 21, 2018. He earned 5 hrs of continuing education hours for this class. He has earned the 10 continuing education hours needed for his grade II drinking water license recertification.

- **WWTP tour** – Jason gave a tour of the WWTP to the mayor and two city employees from the City of Brighton on the 27th.

- **WWTP equipment** – Jason and Parker have serviced some of the WWTP pretreatment equipment in the OP's building as required.

- **West EQ basin** – We've been pumping the West EQ basin contents back to the WWTP head works for treatment as the weather allows. Our goal is to get the EQ basin pumped down to its lowest level and ready for the spring rains.

DeLong Construction, Inc.
 1320 North 8th Avenue
 PO Box 488
 Washington, IA 52353
 (319) 653-3334

Invoice: 1665

Sold to
 City of Washington
 215 E. Washington
 Washington, IA 52353

Ship to

<u>Account</u> CITYWASH	<u>P.O. Num</u>	<u>Ship Via</u>	<u>Ship Date</u>	<u>Terms</u> Net 0	<u>Invoice Date</u> 3/28/18	<u>Page</u> 1
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<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	1	Work at Washington and S 2nd. Double saw cut approx 60 LF Remove and replace 100 SF of 9" street paving Remove and replace 20 SF of 12" sidewalk, including some brick.	4,400.00	4,400.00

Subtotal 4,400.00

Total \$4,400.00

CITY OF WASHINGTON

CLAIMS LIST FOR APRIL 17, 2018

POLICE	ACE-N-MORE	REPAIR SUPPLIES/KEY REPLACEMENT	48.65	
	BDH TECHNOLOGY	MONTHLY COMPUTER SUPPORT	355.00	
	CINTAS CORP LOC. 342	RUG SERVICE	26.05	
	COBB OIL CO, INC.	FUEL	2863.13	
	KCTC	PHONE SERVICE	104.99	
	KELTEK	OUTBOARD SEAT BELT	30.00	
	MARCO TECHNOLOGIES LLC.	COPIER LEASE	268.17	
	QUILL	OFFICE SUPPLIES	86.18	
	RAY O'HERRON CO.,INC.	CLOTHING	185.24	
	SECRETARY OF STATE	NOTARY FEE- RHONDA HILL	30.00	
	STEVE'S SALES & SERVICE	REPAIR	27.00	
	UPS	UPS SHIPPING	19.19	
	VERIZON WIRELESS	WIRELESS SERVICE	1369.13	
	WASH CO AUDITOR	APRIL COMMUNICATIONS	20976.08	
	WINDSTREAM IOWA COMMUNICATIONS	APRIL PHONE SERVICE	388.50	
		TOTAL	26777.31	
	FIRE	ACE-N-MORE	SUPPLIES	22.55
		ALLIANT ENERGY	ALLIANT ENERGY	242.51
		COBB OIL CO, INC.	FUEL	159.55
		EICCD	TRAINING	145.00
GALLS LLC		POLOS & BELT	117.55	
HEIMAN FIRE EQUIPMENT		MUD FLAPS	45.40	
MOORE'S BP AMOCO INC		FUEL	15.00	
TOYNE INC		SIDE DOOR SEAL	30.97	
VERIZON WIRELESS		WIRELESS SERVICE	222.81	
WIDE, TOM		LADDER REIMBURSEMENT	104.94	
		TOTAL	1106.28	
DEVELOP SERV		COBB OIL CO, INC.	FUEL	185.33
		IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	103.13
	VERIZON WIRELESS	WIRELESS SERVICE	288.67	
		TOTAL	577.13	
LIBRARY	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00	
	ALLIANT ENERGY	ALLIANT ENERGY	1407.50	
	BAKER & TAYLOR	BOOKS	769.42	
	BRAMMER, RICK	SRC PERFORMER	100.00	
	GALE/CENGAGE LEARNING	WESTERNS	36.34	
	KCTC	INTERNET & PHONES	346.28	
	NOAH RIEMER PRODUCTIONS LLC	SRC PERFORMER	25.00	
	THE WASHINGTONIAN	ADVERTISING- YEARBOOK	85.00	
	WASHINGTON COUNTY PUBLIC LIBRARY ASSN.	NEWSPAPER DIGITIZATION	568.31	
		TOTAL	3381.85	
PARKS	ACTION SERVICES INC	PORTABLE TOILET	520.00	
	ALLIANT ENERGY	ALLIANT ENERGY	1255.65	
	COBB OIL CO, INC.	FUEL	193.61	
	CUSTOM IMPRESSIONS INC	SKATE PARK SIGN	270.99	
	KCTC	PHONE & INTERNET SERVICE	122.83	
	WASHINGTON LUMBER	MATERIAL FOR SKATEPARK REP	83.55	
		TOTAL	2446.63	
POOL	ACCO	POOL SUPPLIES/REPAIR	1165.15	
		TOTAL	1165.15	
CEMETERY	ACE-N-MORE	SUPPLIES/PAINT/HINGES	98.13	
	CERTIFIED LABORATORIES	DIESEL FUEL ADDITIVE	361.95	
	COBB OIL CO, INC.	FUEL	628.08	
	WINDSTREAM IOWA COMMUNICATIONS	APRIL PHONE SERVICE	135.84	
		TOTAL	1224.00	

FINAN ADMIN	ACE-N-MORE	JONES GARAGE SUPPLIES	45.74
	ALLIANT ENERGY	ALLIANT ENERGY	20.16
	CINTAS CORP LOC. 342	RUG SERVICE	161.02
	FAREWAY STORES	SUPPLIES	51.62
	GOOGLE LLC	MONTLY SERV ICE	220.82
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	328.12
	IOWA LEAGUE OF CITIES	MLA PART THREE-3 COUNCILORS/ILL/	300.00
	KCTC	PHONE SERVICE	105.00
	PACE PAYMENT SYSTEMS	PACE ONLINE PYMT ADMIN FEE	20.00
	VERIZON WIRELESS	WIRELESS SERVICE	62.20
	WASH COUNTY MINIBUS	APRIL LOST	14334.32
	WINDSTREAM IOWA COMMUNICATIONS	APRIL PHONE SERVICE	1076.63
	WMPF GROUP LLC	LEGAL ADVERTISING	90.39
		TOTAL	16816.02
AIRPORT	ACE-N-MORE	SUPPLIES	25.25
	ALLIANT ENERGY	ALLIANT ENERGY	1056.90
	EASTERN AVIATION FUELS INC	FUEL	43606.95
	JAMIESON, JEAN	MARCH CLEANING	196.00
	QT PETROLEUM	FUEL FARM MAINTENANCE	448.46
	VERIZON WIRELESS	WIRELESS SERVICE	52.20
	WINDSTREAM IOWA COMMUNICATIONS	APRIL PHONE SERVICE	182.57
		TOTAL	45568.33
ROAD USE	AGRILAND FS, INC	LUBE	111.60
	COBB OIL CO, INC.	FUEL	857.99
	MOORE'S BP AMOCO INC	FUEL	105.00
		TOTAL	1074.59
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	10595.45
	TRAFFIC & TRANSPORATION	TRAFFIC LIGHTS REPAIR PART	6255.00
		TOTAL	16850.45
HOUSING REHAB	MIDWEST TREE SERVICE INC	JONES PROP TREE REMOVAL	1200.00
	WASH TITLE & GUARANTY CO	ABSTRACT FOR 302 S 2ND AVE	145.00
		TOTAL	1345.00
CAPITAL PROJECTS	MIDWEST TREE SERVICE INC	TREE STUMP REMOVAL	720.00
		TOTAL	720.00
TREE COMMITTEE	CUSTOM IMPRESSIONS INC	ENGRAVING	10.00
	MCCONNELL, MARDE	POSTERS AND SUPPLIES REIMB	82.48
		TOTAL	92.48
PARK GIFT	VICTOR STANLEY	CENTRAL PARK BENCHES	12199.00
		TOTAL	12199.00
LIBRARY GIFT	BLANK PARK ZOO	SRC PERFORMER	210.96
	NOAH RIEMER PRODUCTIONS LLC	SRC PERFORMER	300.00
		TOTAL	510.96
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	12713.31
	ETS CORPORTATION	CC ADMIN FEES	726.80
	FERGUSON WATERWORKS# 2516	CARRY STRAPS FOR READERS	144.70
	IA DEPT OF REVENUE	MARCH SALES TAX	9424.00
	JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	16.35
	STOREY KENWORTHY/MATT PARROTT	WATER BILL FORMS	1191.20
	UNITED PRESBYTERIAN HOME	BILLING REFUND	29963.44
	UTILITY EQUIPMENT CO	HYDRANT, CLAMPS, GATE VALV	4602.74
	VERIZON WIRELESS	WIRELESS SERVICE	52.20
	WINDSTREAM IOWA COMMUNICATIONS	APRIL PHONE SERVICE	56.64
		TOTAL	58891.38

WATER DIST	ACE-N-MORE	TOOLS-WRENCHES	261.93
	ALLIANT ENERGY	ALLIANT ENERGY	44.40
	COBB OIL CO, INC.	FUEL	316.19
	UTILITY EQUIPMENT CO	HYDRANT REPAIR - PARTS	648.36
	VERIZON WIRELESS	WIRELESS SERVICE	96.46
	WINDSTREAM IOWA COMMUNICATIONS	APRIL PHONE SERVICE	91.59
		TOTAL	1458.93
SEWER PLANT	ACE-N-MORE	FILTERS/HOSE/GASKET	38.92
	ALLIANT ENERGY	ALLIANT ENERGY	11694.01
	ATCO INTERNATIONAL	PLANT CHEMICALS	370.50
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	181.00
	COBB OIL CO, INC.	FUEL	211.17
	TIFCO INDUSTRIES	HOSE CLAMPS	44.85
	VERIZON WIRELESS	WIRELESS SERVICE	183.71
	WINDSTREAM IOWA COMMUNICATIONS	APRIL PHONE SERVICE	273.93
		TOTAL	12998.09
SEWER COLLECT	ACE-N-MORE	UTILITY KNIVES	183.48
	ALLIANT ENERGY	ALLIANT ENERGY	991.91
	COBB OIL CO, INC.	FUEL	388.23
	VERIZON WIRELESS	WIRELESS SERVICE	150.44
	WINDSTREAM IOWA COMMUNICATIONS	APRIL PHONE SERVICE	91.59
		TOTAL	1805.65
SANITATION	WEMIGA WASTE INC.	MARCH SERVICES	3500.00
		TOTAL	3500.00
SELF INSURANCE FUND	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	345.00
		TOTAL	345.00
		TOTAL	210854.23

***PREVIOUSLY APPROVED EXPENSES ARE HIGHLIGHTED**

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
MARCH 31, 2018

FUND	3/1/2018	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	3/31/2018
	BEGINNING CASH BALANCE				ENDING CASH BALANCE
001-GENERAL FUND	853,129.55	263,109.98	-	242,036.68	874,202.85
002-AIRPORT FUND	244,058.63	36,505.31	-	5,093.25	275,470.69
010-CHAMBER REIMBURSEMENT	3,876.96	5,818.57	-	5,114.63	4,580.90
011-MAIN STREET REIMBURSEMENT	2,535.02	4,253.07	-	3,807.78	2,980.31
012-WEDG REIMBURSEMENT	1,311.07	6,250.00	-	5,626.93	1,934.14
050-DOWNTOWN INCENTIVE GRANT	50,000.00	-	-	-	50,000.00
110-ROAD USE	900,859.53	68,005.07	-	43,645.69	925,218.91
112-EMPLOYEE BENEFITS	-	26,515.77	-	26,515.77	-
114-EMERGENCY LEVY	-	2,302.94	-	2,302.94	-
121-LOCAL OPTION SALES TAX	-	114,674.62	-	114,674.62	-
125-UNIF COMM UR-NE IND	273.11	-	-	-	273.11
129-SC RES UR	8,758.83	3,467.91	-	-	12,226.74
132-UNIF COMM UR - EBD	16,679.07	-	-	-	16,679.07
133-UNIF COMM UR-IRE	4,530.29	-	-	-	4,530.29
134-DOWNTOWN COMM UR	3,606.64	-	-	-	3,606.64
145-HOUSING REHABILITATION	36,171.60	-	-	181.00	35,990.60
146-LMI TIF SET-ASIDE	69,331.10	-	-	38,690.00	30,641.10
200-DEBT SERVICE	461,097.40	33,493.67	-	12,000.00	482,591.07
300-CAPITAL EQUIPMENT	145,742.38	-	-	-	145,742.38
301-CAPITAL PROJECTS FUND	23,391.63	208,861.40	-	174,914.78	57,338.25
305-RIVERBOAT FOUND CAP PROJ	38,899.94	103,454.58	-	-	142,354.52
308-INDUSTRIAL DEVELOPMENT	75,296.42	57.93	-	-	75,354.35
309-MUNICIPAL BUILDING	1,274,922.92	103.31	-	110,756.98	1,164,269.25
310-WELLNESS PARK	51,732.09	-	-	25,915.00	25,817.09
311-SIDEWALK REPAIR & REPLACE	61,480.31	1,000.00	-	9,228.00	53,252.31
312-TREE REMOVAL & REPLACE	13,979.67	-	-	-	13,979.67
510-MUNICIPAL BAND	3,843.70	-	-	-	3,843.70
520-DOG PARK	4,684.69	-	-	-	4,684.69
530-TREE COMMITTEE	6,369.62	5,120.00	-	24.06	11,465.56
540-POLICE FORFEITURE	1,742.49	-	-	-	1,742.49
545-SAFETY FUND	100.00	-	-	-	100.00
550-PARK GIFT	158,828.61	21.73	-	-	158,850.34
570-LIBRARY GIFT	273,718.57	798.77	-	1,041.97	273,475.37
580-CEMETERY GIFT	11,103.00	-	-	-	11,103.00
590-CABLE COMMISSION	10,761.14	-	-	-	10,761.14
600-WATER UTILITY	1,183,707.45	158,901.74	-	324,123.64	1,018,485.55
601-WATER DEPOSIT FUND	24,265.00	1,350.00	-	1,275.00	24,340.00
603-WATER CAPITAL PROJECTS	41,023.58	322,736.16	-	259,304.11	104,455.63
610-SANITARY SEWER	1,298,020.57	193,504.89	-	89,062.38	1,402,463.08
613-SEWER CAPITAL PROJECTS	212,614.38	-	-	43,780.81	168,833.57
670-SANITATION	186,754.80	32,137.96	-	51,067.47	167,825.29
950-SELF INSURANCE	212,592.72	1,898.53	-	2,607.69	211,883.56
951-UNEMPLOYMENT SELF INS	25,659.87	731.84	-	-	26,391.71
TOTAL BALANCE	7,997,454.35	1,595,075.75	-	1,592,791.18	7,999,738.92

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	2,451,087.44 (1)	0.12%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,916.29	0.40%
Investment in IPAIT	2,699,374.49	1.08%
Wash St - Farm Mgmt Acct	91,010.70	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	1.25%
Wash St Bank - CD 03/09/2017	500,000.00	1.25%
Wash St Bank - CD 10/12/2017	500,000.00	1.50%
CBI Bank and Trust - CD 1/11/2018	500,000.00	1.85%
TOTAL CASH IN BANK	7,999,738.92	

(1) Washington State Bank	2,506,274.57
Outstanding Deposits & Checks	(55,187.13)
	<u>2,451,087.44</u>

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
MARCH 31, 2018

FUND	7/1/2017	Y-T-D	REVENUES NOT	Y-T-D	EXPENSES NOT	3/31/2018
	BEGINNING					REVENUES
	CASH BALANCE					BALANCE
001-GENERAL FUND	1,000,000.00	2,496,136.92	-	2,621,934.07	-	874,202.85
002-AIRPORT FUND	204,275.40	250,418.46	-	179,223.17	-	275,470.69
010-CHAMBER REIMBURSEMENT	440.00	51,758.80	-	47,617.90	-	4,580.90
011-MAIN STREET REIMBURSEMENT	1,106.99	39,909.75	-	38,036.43	-	2,980.31
012-WEDG REIMBURSEMENT	-	58,679.28	-	56,745.14	-	1,934.14
050-DOWNTOWN INCENTIVE GRANT	-	50,000.00	-	-	-	50,000.00
110-ROAD USE	747,498.73	787,457.57	-	609,737.39	-	925,218.91
112-EMPLOYEE BENEFITS	-	430,676.16	-	430,676.16	-	-
114-EMERGENCY LEVY	-	52,395.90	-	52,395.90	-	-
121-LOCAL OPTION SALES TAX	-	599,228.81	-	599,228.81	-	-
125-UNIF COMM UR-NE IND	-	5,752.92	-	5,479.81	-	273.11
127-UNIF COMM UR - BRIARWOOD	-	17,213.41	-	17,213.41	-	-
129-SC RES UR	-	26,834.67	-	14,607.93	-	12,226.74
132-UNIF COMM UR - EBD	-	17,706.84	-	1,027.77	-	16,679.07
133-UNIF COMM UR-IRE	-	59,541.74	-	55,011.45	-	4,530.29
134-DOWNTOWN COMM UR	-	6,411.75	-	2,805.11	-	3,606.64
145-HOUSING REHABILITATION	40,210.80	2,500.00	-	6,720.20	-	35,990.60
146-LMI TIF SET-ASIDE	69,331.10	-	-	38,690.00	-	30,641.10
200-DEBT SERVICE	3,569.34	567,432.26	-	88,410.53	-	482,591.07
300-CAPITAL EQUIPMENT	161,276.77	55,992.00	-	71,526.39	-	145,742.38
301-CAPITAL PROJECTS FUND	124,526.44	713,679.56	-	780,867.75	-	57,338.25
305-RIVERBOAT FOUND CAP PROJ	-	314,895.30	-	172,540.78	-	142,354.52
308-INDUSTRIAL DEVELOPMENT	41,124.09	59,099.61	-	24,869.35	-	75,354.35
309-MUNICIPAL BUILDING	1,403,118.70	866.37	-	239,715.82	-	1,164,269.25
310-WELLNESS PARK	44,488.61	35,239.29	-	53,910.81	-	25,817.09
311-SIDEWALK REPAIR & REPLACE	69,176.19	12,500.00	-	28,423.88	-	53,252.31
312-TREE REMOVAL & REPLACE	33,654.67	-	-	19,675.00	-	13,979.67
510-MUNICIPAL BAND	4,043.70	-	-	200.00	-	3,843.70
520-DOG PARK	4,918.85	199.00	-	433.16	-	4,684.69
530-TREE COMMITTEE	6,085.92	11,045.00	-	5,665.36	-	11,465.56
540-POLICE FORFEITURE	1,742.49	-	-	-	-	1,742.49
545-SAFETY FUND	400.00	-	-	300.00	-	100.00
550-PARK GIFT	150,315.38	10,002.85	-	1,467.89	-	158,850.34
570-LIBRARY GIFT	269,462.46	10,768.18	-	6,755.27	-	273,475.37
580-CEMETERY GIFT	11,158.00	-	-	55.00	-	11,103.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	999,522.64	1,406,554.63	-	1,387,591.72	-	1,018,485.55
601-WATER DEPOSIT FUND	23,665.00	16,350.00	-	15,675.00	-	24,340.00
603-WATER CAPITAL PROJECTS	-	1,904,907.16	-	1,800,451.53	-	104,455.63
610-SANITARY SEWER	735,273.09	1,761,424.86	-	1,094,234.87	-	1,402,463.08
612-SEWER SINKING	-	231,855.00	-	231,855.00	-	-
613-SEWER CAPITAL PROJECTS	280,236.13	-	-	111,402.56	-	168,833.57
670-SANITATION	143,429.17	369,294.98	-	344,898.86	-	167,825.29
950-SELF INSURANCE	174,718.13	63,426.24	-	26,260.81	-	211,883.56
951-UNEMPLOYMENT SELF INS	6,716.03	22,335.84	-	2,660.16	-	26,391.71
TOTAL BALANCE	6,766,245.96	12,520,491.11	-	11,286,998.15	-	7,999,738.92

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	2,451,087.44 (1)	0.12%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,916.29	0.40%
Investment in IPAIT	2,699,374.49	1.08%
Wash St - Farm Mgmt Acct	91,010.70	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	1.25%
Wash St Bank - CD 03/09/2017	500,000.00	1.25%
Wash St Bank - CD 10/12/2017	500,000.00	1.50%
CBI Bank and Trust - CD 1/11/2018	500,000.00	1.85%
TOTAL CASH IN BANK	7,999,738.92	

(1) Washington State Bank	2,506,274.57
Outstanding Deposits & Checks	(55,187.13)
	<u>2,451,087.44</u>



2018 Board of Directors

Brent Kromrie, President
Tim Elliott, Vice President
Steve Donnolly, Treasurer
Virginia McCurdy, Secretary
Elaine Moore
Jamie Collier
Leslie Allender
Kathy Salazar

Ex-Officio

Michelle Redlinger
Ed Raber
Stan Stoops
Brent Hinson

What we do in a nutshell?

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

Business Visit Program

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

April 12, 2018

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

Dear Council Members,

Main Street Washington is celebrating its 10th Anniversary in 2018 & with it we have a TON of Spring & Summer events that we would like to bring before you.

Our requests are:

Main Street Masters- May 4th 5-8 pm
Shops with Hops- May 17th 5-8 pm
Movies on Main Street- June 1, July 6, & August 3rd 8pm until 11 pm
Main Street Mardi Gras- June 1 5-8 pm
Sip & Shop- September 27th 5-8 pm

In addition we would like to request on behalf of our partners to hold the Washington Farmers' Market Thursday's May 17 through October 18th 5-7:30 pm in Central Square Park. This request includes special parking for our weekly food vendor to start June 7th through the end of the season & picnic tables for use during the 19th Annual Taster's Choice Salsa Contest on August 20th.

Main Street Masters:

Main Street is planning a miniature golf tournament to take place outside businesses on the sidewalks, in Central Park, & within businesses on **Friday May 4th from 5-8 pm**. We will be placing the cross walk standards out to protect pedestrians. We will make sure that businesses do not impede pedestrian traffic or block the sidewalks completely. They will also not be allowed to use the street as part of the course.

Accredited by:



Movies on Main Street:

We are requesting permission to use Central Square Park & the Bandstand for our 4th Summer to show movies on the first Fridays of June, July, & August. We have consulted the community calendar to avoid conflicts & selected films that will not compete with our beautiful State Theatre's line-up of first-run movies. This year we will begin June 1st followed by July 6th, & August 3rd. We have a great list of potential films picked out & are awaiting your permission to move forward.

June 1st: *Disney's the Princess & the Frog*

July 6th & August 3rd- sending out community survey to pick films via our Facebook page.

In our due diligence, we have investigated & will continue our liability insurance under Main Street's event policy for each of the evenings & have obtained proper licensing to show the family-friendly movies.

We also will do the following to maintain the park & protect the general public:

- Display cross walk standards (as is done during farmer's markets)
- Remove all trash & recycling produced at the event properly.
- Consult with Environmental Health & comply with food service rules through our concession stand.

As inclement weather is always a threat with any outdoor event, we would seek permission to choose a rain date for the films at our own discretion, if the need arises.

Shops with Hops & Sip and Shop!:

Our businesses around Downtown would like to host beer & wine tasting events that would stroll from business to business. Participants would purchase a commemorative pint/wine glass that would be used for the tastings within the stores, dumped, rinsed, & then carried along to the next stop. No strolling beverages outside the businesses. I have already spoken with Chief Goodman & the Washington Police Department about concerns/changes from last Fall's inaugural Sip & Shop. The WPD have said that no changes need to be made as they had zero incidents in relation to the event & felt that the wristband system worked well. Our Shops with Hops is scheduled for **Thursday May 17th** & Sip and Shop is scheduled for **Thursday September 27th both from 5-8 pm.**

Each participant must check into Central Park:

- A) We can then verify age they registered under against their id & wristband them
- B) No glass & wristband, no tasting

At each tasting location we will have free water bottles provided for participants & are asking each business to provide hors d'oeuvres to pair with the beer/wine. They will also have dump/rinse stations so any un-consumed wine can be dumped out & glasses rinsed clean before they move onto the next location. There will be no selling of full glasses of wine, only tasting pours (no more than 1-2 ounces).

Main Street Mardi Gras:

Main Street is planning a Shrimp Boil in Central Park for **Friday June 1st from 5-8 pm** in conjunction with our first Movies on Main Street as a fundraising dinner. We are working with Iowa Shrimp Farms out of Sigourney to plan the event as well as scheduling live music. We have already reached out to the County

Environmental Health Department for serving & safety requirements. We would be using the bandstand for live music during the dinner & leading up to Movies on Main Street. We may also close several parking spaces, likely close to the bandstand for cooking, keeping the boiler away from the grass and pedestrians away from the hot boiler and oncoming traffic. I will double check our location with Washington PD and Brent when we have more details about cooking space needs from Iowa Shrimp Farms.

A special request that we have approached the Washington Police Department with that is pending, but I will have more information for the Council Meeting on the 17th.

Washington Farmers' Market:

Before you is the updated partnership agreement between Main Street Washington & the Washington Farmers' Market. We have found this partnership to be beneficial for both organizations & plan to continue this relationship. We have up-to-date liability coverage through Farm Bureau & the advisory board is in development of the annual budget for the year.

Our requests to the City of Washington is to host the market in Central Square Park Thursdays from **May 17 through October 18 from 5-7:30 pm**. This is the Markets 30th year and we're excited for all the great vendors & activities that we have planned. Bob Shepherd, Market Manager, met with the Park Board on April 12th to discuss the use of the park & protection of the grass per previous summers. We will do our best to minimize damage to the grass & park in general. We are asking the Park's department to please make sure that there are at least 3 moveable picnic tables in Central Park for the 19th Annual Taster's Choice Salsa Contest to take place on August 20th.

Last year we requested many changes to parking to make it easier for large produce vendors to sell, patrons to park, etc & found those changes to go unused. This year we are just requesting that we are able to block 4-5 spaces on the North-West corner of Central Park for our weekly featured food-truck. Last year, our request was the North-East corner closest to the Bathrooms & it ended up being a pretty terrible spot. We ultimately moved them to the North-West corner which worked much better for all of those involved. We will be sure to continue to put out the cross-walk standards to protect pedestrians.

Thank you so much,



Sarah Grunewaldt, Executive Director
Main Street Washington

WASHINGTON FARMERS MARKET FISCAL AGREEMENT

Washington Farmers Market Committee

This Agreement, dated March 31, 2018, is between **Main Street Washington** (Fiscal Agent) and **Washington Farmers' Market Committee** (Committee) made up of representatives from the partner agencies including Main Street Washington, City of Washington Iowa and other designated community members and representatives. During the duration of this agreement, the President of the Committee shall be Robert Shepherd as Market Manager, Sarah Grunewaldt, as Main Street Washington Representative, a city of Washington Representative, and community representatives including but not limited to: Deana DeLong, Ann C. Williams, Danielle Pettit-Majewski, and Kathy Salazar.

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

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

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

Fiscal Agreement - 2

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the 31 day
Of March, 2018.


_____ for Fiscal Agent
Sarah Grunewaldt, Main Street Washington Director

3/31/18 Date

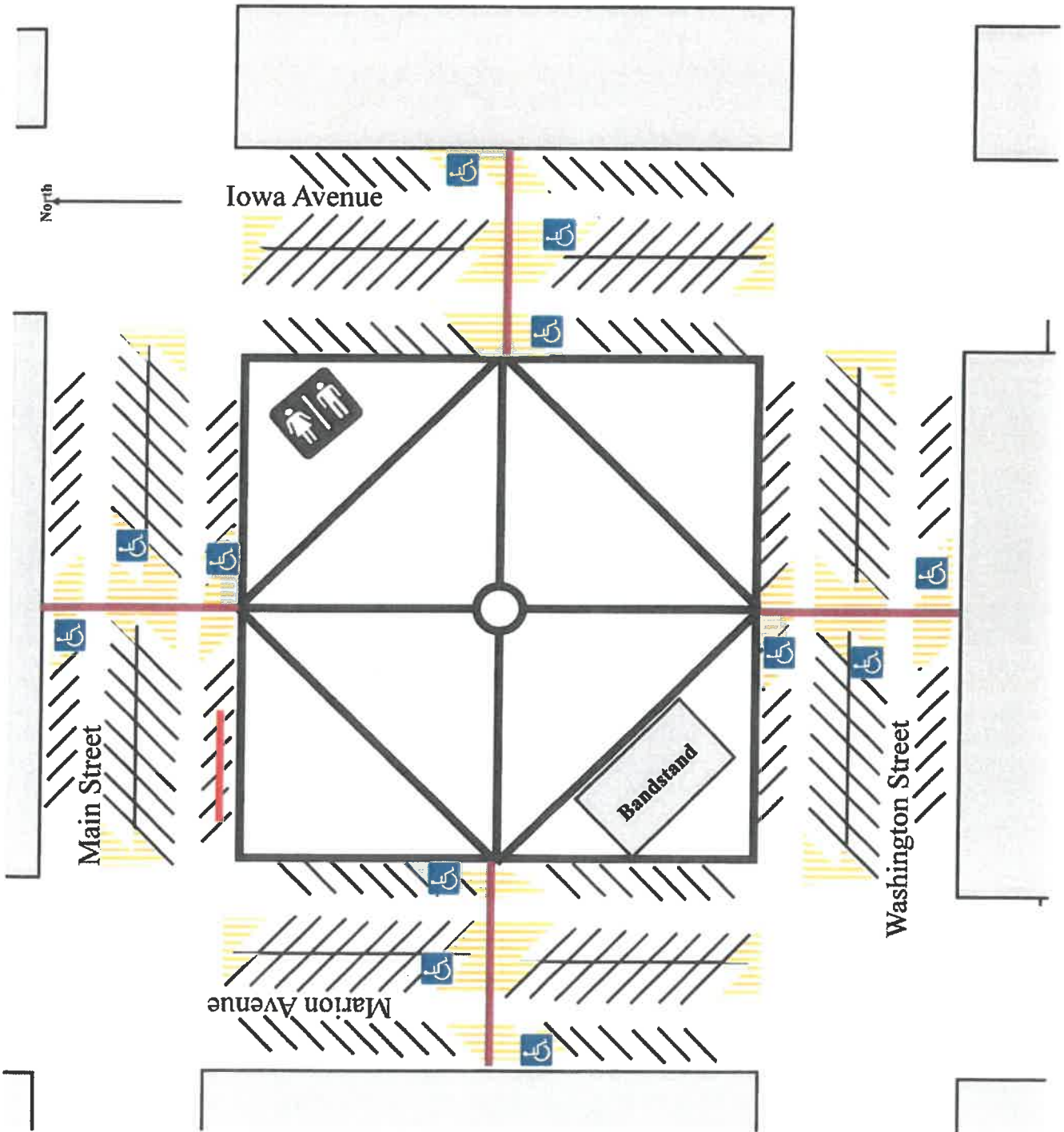

_____ for Committee
Robert Shepherd, President of Committee & Market Manage

3/31/18 Date

Farmers' Market Parking Request 2018

Key:

 = Special Food Truck Vendors



April 9, 2018

City of Washington, IA, To Whom it May Concern:

Hospice of Washington County is requesting an easement of the No Parking Law on E 11th St on May 22, 2018.

On May 22, 2018, in honor of our 30th Anniversary serving the Washington area, Hospice will be holding an Open House from 2:00-4:00 pm followed by an Alive After Five Chamber of Commerce event from 5:00-7:00 pm.

Due to the fact we may be hosting up to 75- 100 guests, we will not have adequate parking available on site at 948 E 11th St. We feel that parking on E. 11th between the intersections of N 8th Avenue and N 12th Avenue should suffice for our parking needs.

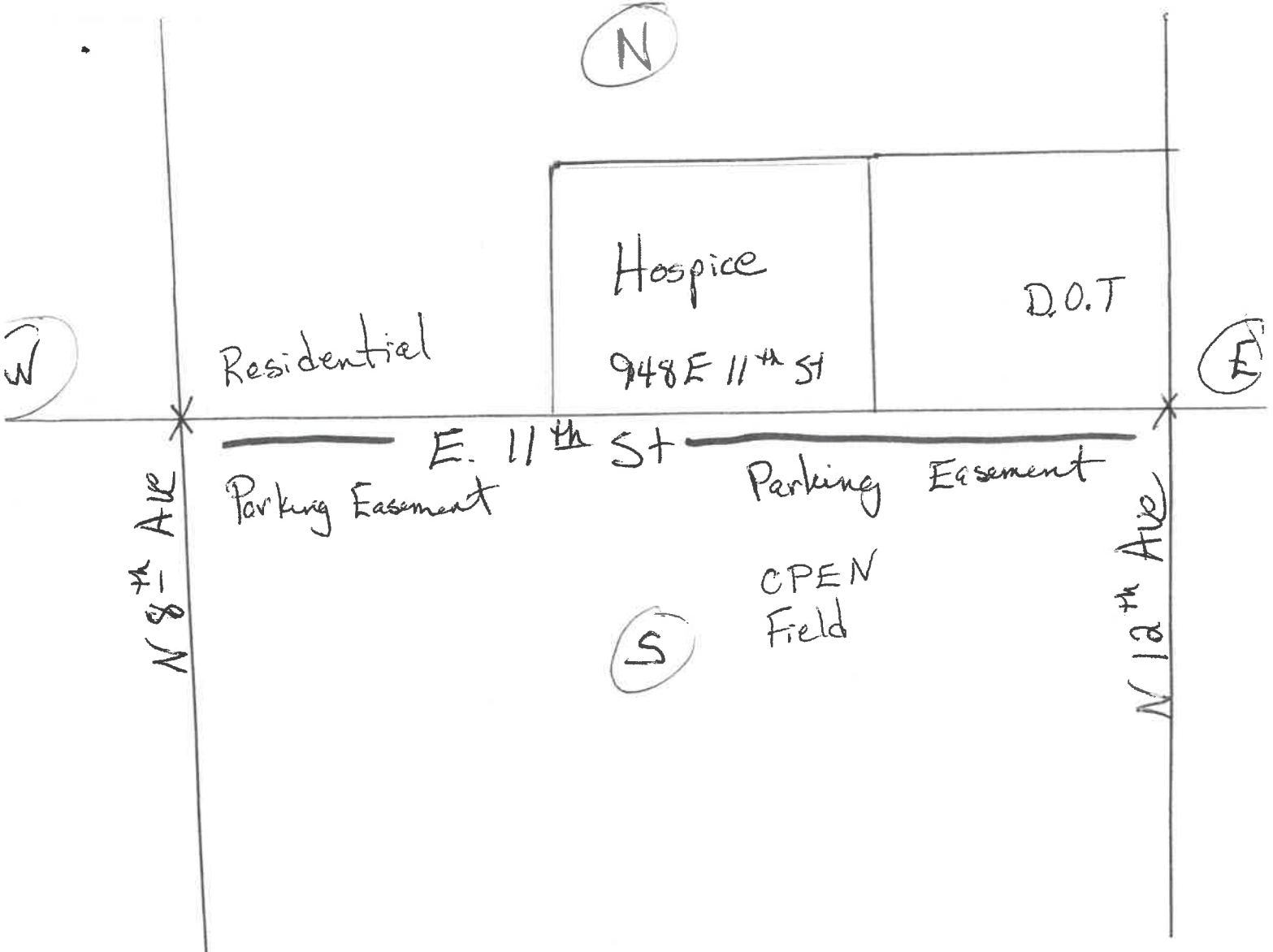
I have attached a drawing of the proposed area for you to consider for easement on No Parking.

Respectfully Yours,

Mary Maxted
Office Director
Hospice of Washington County
948 E 11th St
Washington, IA 52353
319-653-7321
mary@hospicewc.com

Hospice of Washington County

May 22, 2018 Parking Easement Request



Illa Earnest

From: Tsalika Drown
Sent: Wednesday, April 11, 2018 2:01 PM
To: iearnest@washingtioniowa.net
Subject: Question for City Counsel
Attachments: image1.jpeg; ATT00064.txt

Hi Ila,
Emailing you in regards to what we spoke about this morning at Dodici's Shop.

Crystal Lotus located at 225 West Main St will be having an open house on Saturday April 28, 11am to 4pm.

They would like space on the sidewalk directly in front of the building and block off 4 parking spaces in front of building for vending tables, food and some music. No alcohol will be there just food. Would be nice if the parking spaces were available by 10am that morning for set up.

"Cleared" it with the fire department and sheriff.

Here is a rough design of the space:

Rusty Tractor

Crystal Lotus

Sidewalk use

B ave

West Main St

Court House

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



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

Memorandum

March 30, 2018

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

From: Brent Hinson
City Administrator

Re: Marshall's No Parking Requests

As discussed previously, I have prepared an ordinance adjusting two parking areas in the 100 block of West Jefferson to 2-hour parking and eliminating two stalls along South Marion near the south entrance to McDonald's.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 69, "PARKING REGULATIONS"

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **New Paragraph.** A new Section 69.08, "No Parking Zones", Paragraph 89 is hereby adopted as follows:

89. "South Marion Avenue, on the west side, for a distance of one hundred twenty-four (124) feet north from the centerline of West Madison Street".

SECTION 2. **New Paragraph.** A new Section 69.11, "Parking Limited to Two Hours", Paragraph 6 is hereby adopted as follows:

6. "West Jefferson Street, on the north side, for a distance of one hundred sixteen (116) feet west from the centerline of South Iowa Avenue".

SECTION 3. **New Paragraph.** A new Section 69.11, "Parking Limited to Two Hours", Paragraph 7 is hereby adopted as follows:

7. "West Jefferson Street, on the south side, between a distance of one hundred twelve (112) and one hundred seventy-eight (178) feet east from the centerline of South Marion Avenue".

SECTION 4. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2018.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ April 3, 2018
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day
of _____, 2018.

City Clerk



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



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

Memorandum

April 13, 2018

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Fire Station Design & Construction Progress Items

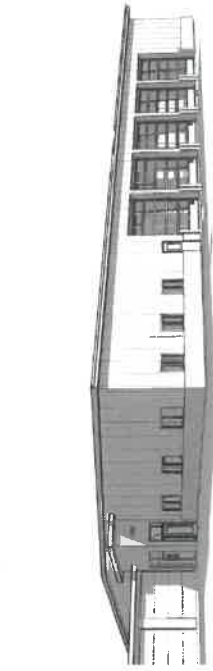
We have four items on the April 17 agenda for your review and consideration:

- 1) Architect Kristofer Orth of Design Alliance will be here to present the "Design Development" plans for the building construction for your consideration. We have continued along the same lines as the February 5 presentation on Schematic Design, but have filled in lots of details related to the building construction. With your approval, we will proceed to final design. The goal is to start work on the building project in early September.
- 2) The first of two projects you are being asked to bid out is the "Fire Station Grading and Utilities Project". This will involve the relocation of the utilities, grading of the site, and preparation of the building pad. We would receive bids on May 8, you would consider bids on May 15, and ideally the contractor would be working on site around the beginning of June.
- 3) The second project you are being asked to bid out is the "Fire Station Phase I Renovation Project". This will involve the construction of electrical and water service rooms within the existing Fire Station's far southeast corner to facilitate the construction of the new station.
- 4) Finally, you are being asked to consider generator quotes. We had hoped to re-use our existing 100kW generator, but it does not have enough juice to power the entire building once the new Fire Station is constructed. The mechanical engineer has recommended the purchase of a 180kW generator, and we will either trade off or

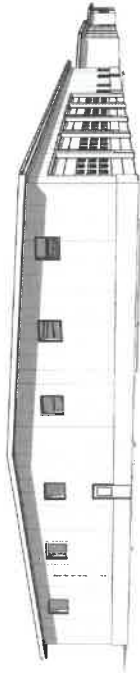
reuse the 100kW generator elsewhere for City use.

We received three quotes on the generator. The clear low quote is from Interstate Power Systems for an MTU Onsite Energy generator at a cost of \$37,800. Our mechanical engineer has had good experiences with this type of generator. Their parent company is Rolls-Royce, so I suppose that means we can tell people we're getting the "Rolls-Royce of generators". This generator is owner-supplied, but will be installed by the contractor for the Phase I Renovation Project.

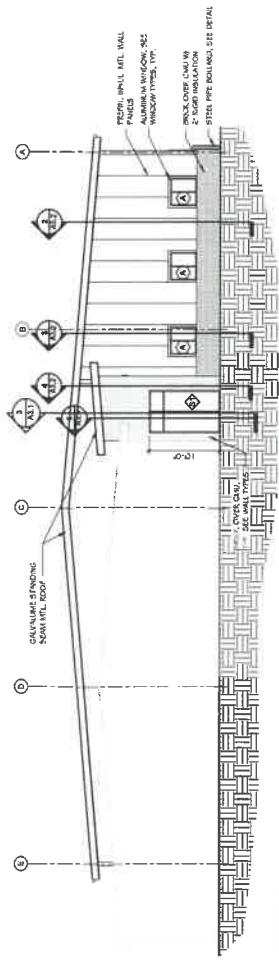
It is very exciting to have reached this point. The committee has been working very hard to get the best project possible within the available budget. I look forward to discussion at the meeting.



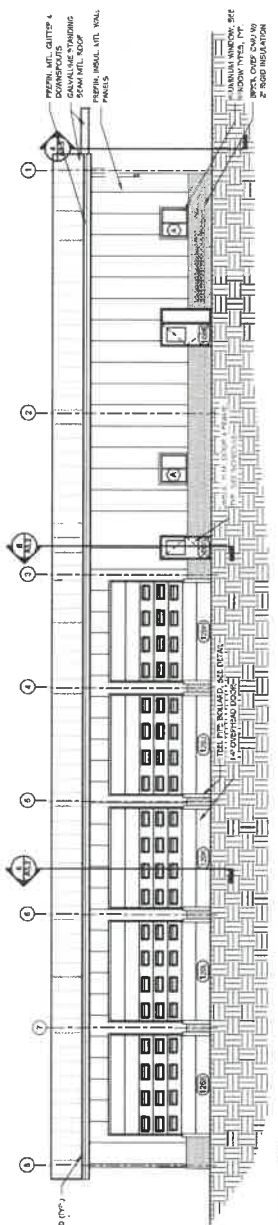
5 NORTHWEST VIEW (PHASE 1)



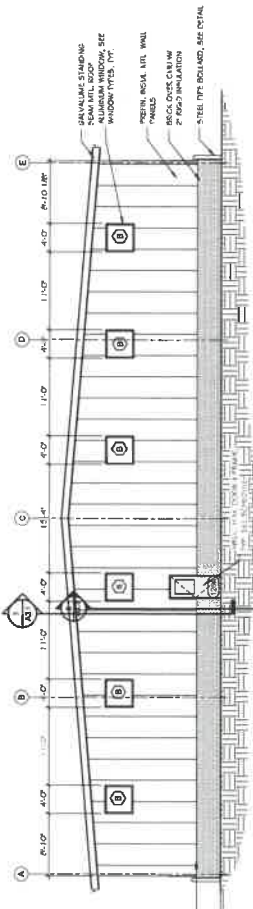
6 SOUTH VIEW (PHASE 1)



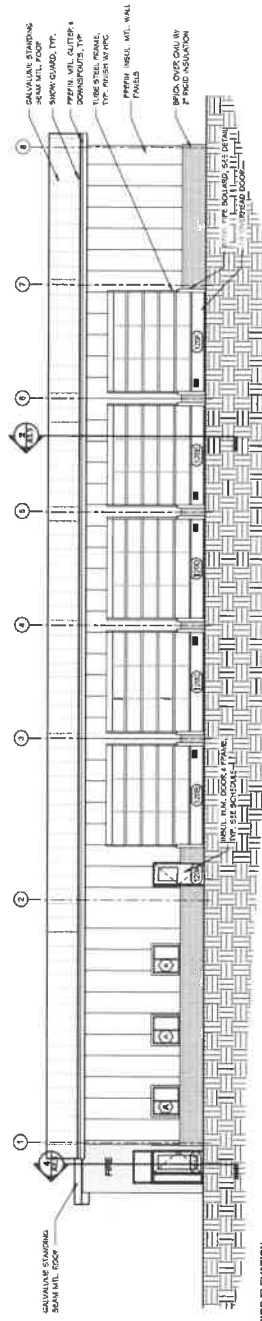
1 NORTH EXTERIOR ELEVATION
 1/8" = 1'-0"



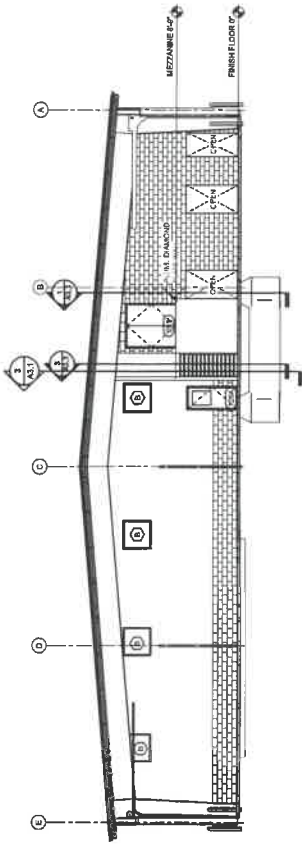
2 EAST EXTERIOR ELEVATION
 1/8" = 1'-0"



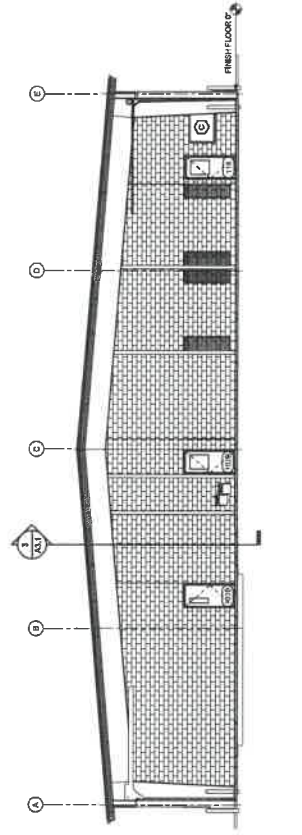
3 SOUTH EXTERIOR ELEVATION
 1/8" = 1'-0"



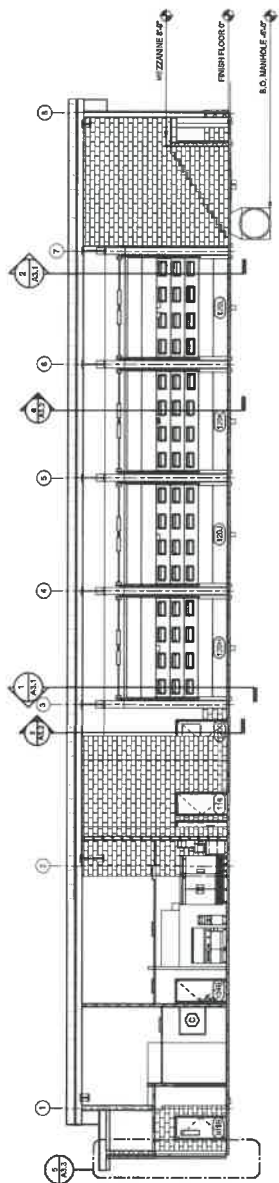
4 WEST EXTERIOR ELEVATION
 1/8" = 1'-0"



1 BUILDING SECTION - NORTH
 1/8" = 1'-0"



2 BUILDING SECTION - SOUTH
 1/8" = 1'-0"

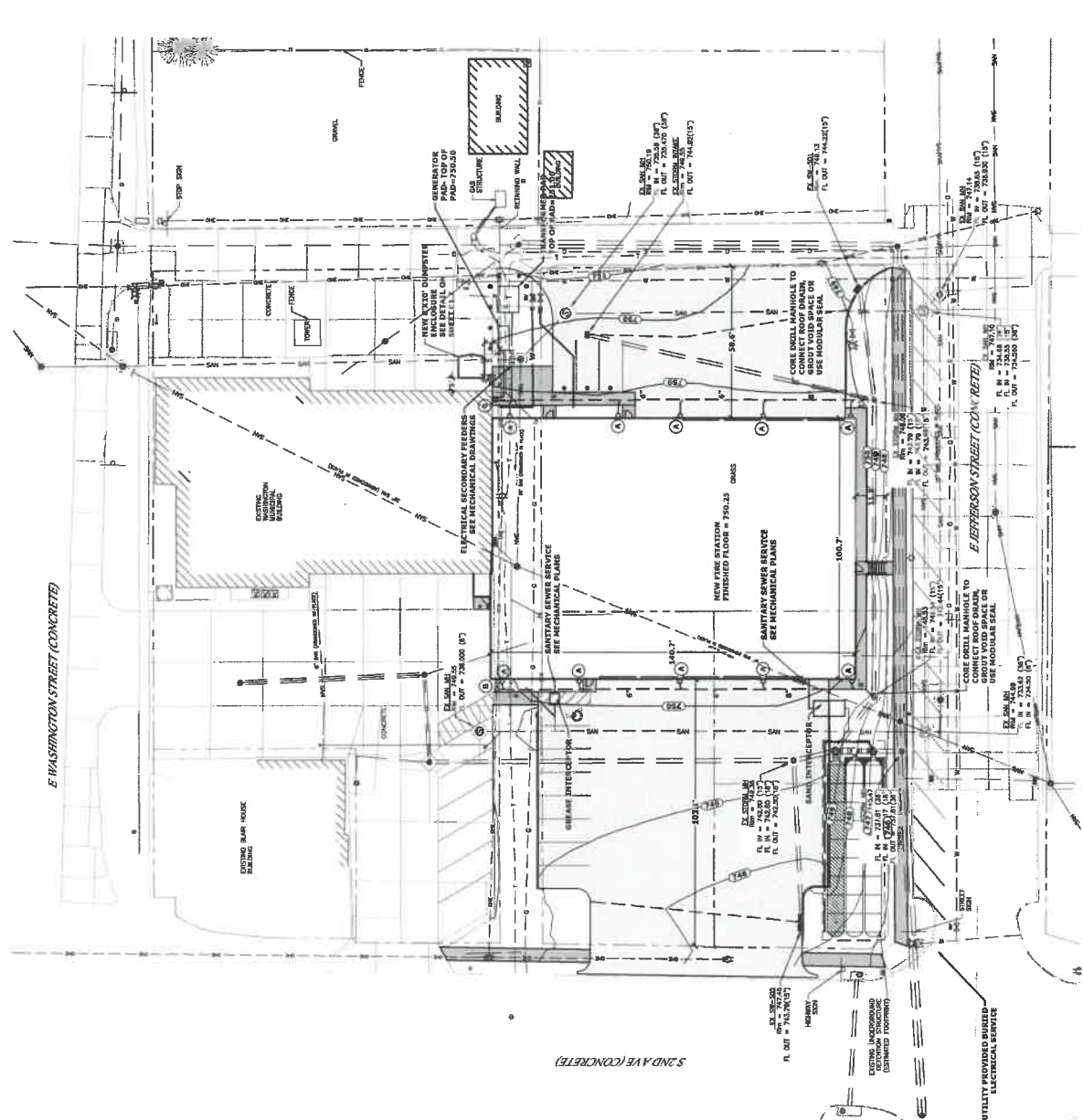
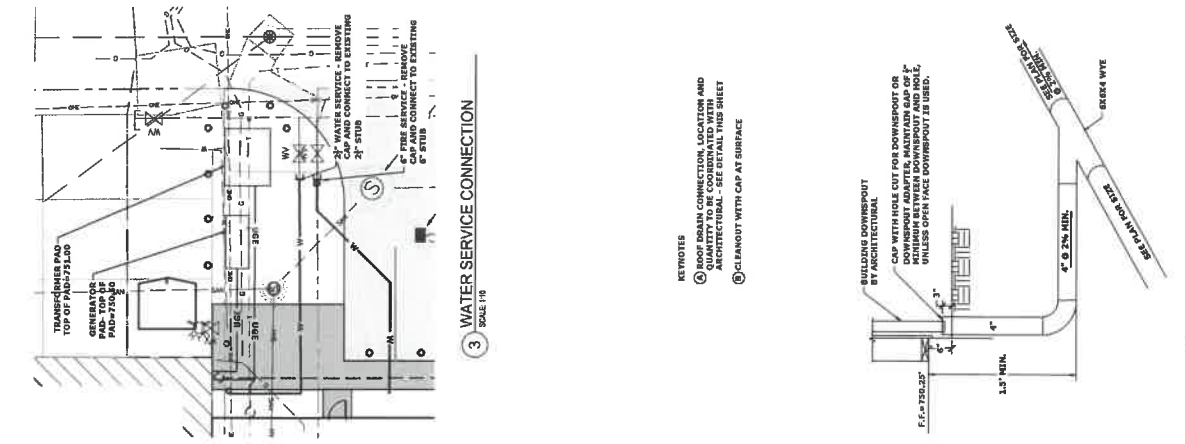


3 Section 1
 1/8" = 1'-0"

WASHINGTON FIRE STATION

OWNER	WASHINGTON, IA
TITLE	SITE UTILITY PLAN
PROJECT NO.	217005
DATE	3/30/16
REVISIONS	△

C4.1





PROGRESS PRINT
NOT FOR CONSTRUCTION

WASHINGTON FIRE STATION
Designer
215 E WASHINGTON ST., WASHINGTON, IA 52393

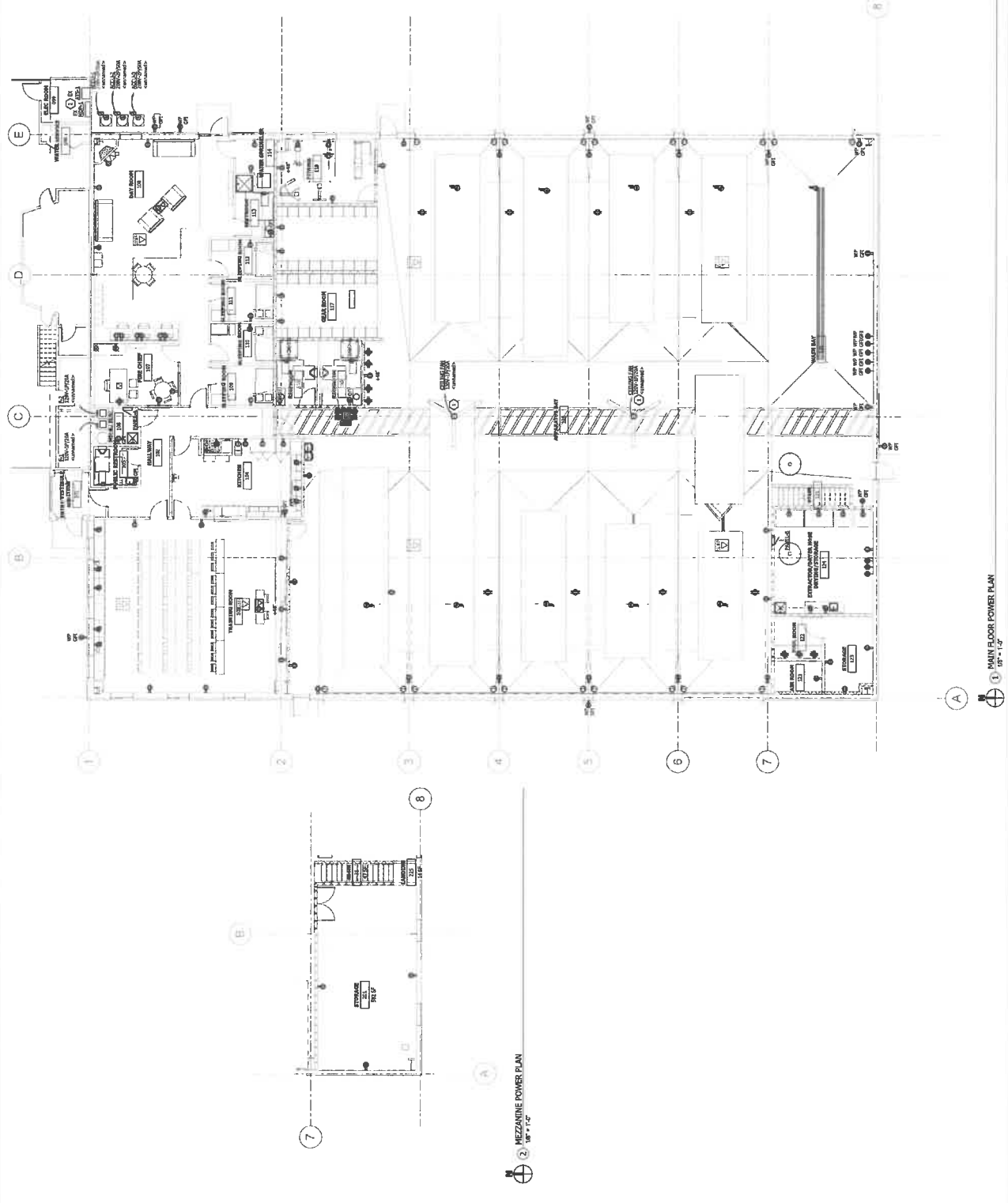
OWNER: WASHINGTON, IA
TITLE: ELECTRICAL POWER PLAN
PROJECT NUMBER: 217055
DATE: 01/15/16
DESIGNER: [Signature]
APPROVER: [Signature]
CHECKER: [Signature]

E1.1

- GENERAL NOTES:**
- ALL DOCUMENTS FOR MECHANICAL EQUIPMENT SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THAT ALL EQUIPMENT IS COMPATIBLE WITH THE ELECTRICAL SYSTEM AND SHALL PROVIDE THE NECESSARY CLEARANCE REQUIREMENTS AS SET FORTH TO THE CONTRACTOR.
 - MECHANICAL SERVICE CLEARANCE SHALL BE MAINTAINED AS SHOWN ON ALL MECHANICAL SERVICE CLEARANCE SCHEDULES AND ALL MECHANICAL SERVICE CLEARANCE SCHEDULES SHALL BE MAINTAINED AS SHOWN ON ALL MECHANICAL SERVICE CLEARANCE SCHEDULES.
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 - MECHANICAL SERVICE CLEARANCE SHALL BE MAINTAINED AS SHOWN ON ALL MECHANICAL SERVICE CLEARANCE SCHEDULES AND ALL MECHANICAL SERVICE CLEARANCE SCHEDULES SHALL BE MAINTAINED AS SHOWN ON ALL MECHANICAL SERVICE CLEARANCE SCHEDULES.
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REFERENCED NOTES:

- SEE ELECTRICAL CODES AND STANDARDS FOR THE LATEST REQUIREMENTS FOR ELECTRICAL SYSTEMS.
- SEE MECHANICAL CODES AND STANDARDS FOR THE LATEST REQUIREMENTS FOR MECHANICAL SYSTEMS.
- SEE PLUMBING CODES AND STANDARDS FOR THE LATEST REQUIREMENTS FOR PLUMBING SYSTEMS.
- SEE HVAC CODES AND STANDARDS FOR THE LATEST REQUIREMENTS FOR HVAC SYSTEMS.
- SEE GAS CODES AND STANDARDS FOR THE LATEST REQUIREMENTS FOR GAS SYSTEMS.
- SEE FIRE CODES AND STANDARDS FOR THE LATEST REQUIREMENTS FOR FIRE PROTECTION SYSTEMS.
- SEE LIFE SAFETY CODES AND STANDARDS FOR THE LATEST REQUIREMENTS FOR LIFE SAFETY SYSTEMS.
- SEE ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS AND ORDINANCES.
- SEE ALL APPLICABLE INTERNATIONAL AND NATIONAL STANDARDS.
- SEE ALL APPLICABLE MANUFACTURER'S INSTRUCTIONS AND LITERATURE.
- SEE ALL APPLICABLE DESIGNER'S SPECIFICATIONS AND NOTES.



1 MAIN FLOOR POWER PLAN
1/15/16

2 MEZANINE POWER PLAN
1/15/16

RESOLUTION NO. _____

A RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING AND LETTING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE FIRE STATION GRADING AND UTILITIES PROJECT, AND TAKING OF BIDS THEREFOR.

WHEREAS, the City Council has heretofore authorized certain improvements that are in the best interests of the City, to be completed in accordance with the plans, specifications and form of contract prepared by the City, and such proposed plans, specifications, form of contract and estimate of cost being on file with the City Clerk; and

WHEREAS, detailed plans and specifications, notice of hearing and notice to bidders, form of contract and estimate of cost have been prepared and filed by the City; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and to advertise for sealed bids.

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

Section 1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are subject to the hearing.

Section 2. The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 5%.

Section 4. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction of the Project on the 8th day of May, 2018 at 10:00 AM at City Hall, 215 E. Washington Street, Washington, Iowa. The 1st day of May, 2018 at 6:00 PM at the Nicola-Stoufer Room, Washington Public Library, 115 West Washington Street, Washington, Iowa is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and the 15th day of May, 2018 at 6:00 PM at the Nicola-Stoufer Room, Washington Public Library, 115 West Washington Street, Washington, Iowa as the time and place of considering bids received by the City in connection therewith.

Section 5. The City Council hereby authorizes the City Clerk to provide notice of the aforementioned hearing and taking of bids in accordance with Chapter 26 of the Code of Iowa by posting a notice to bidders not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids in a relevant contractor plan room service

with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the Iowa League of Cities website. The said notice is in the form substantially as attached to this Resolution.

Section 6. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all Resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 17th day of April, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

**CITY OF WASHINGTON, IOWA
WASHINGTON, IOWA
FIRE STATION UTILITIES AND GRADING, PHASE I**

NOTICE OF PUBLIC HEARING AND INVITATION TO BID

Notice is hereby given that the City Council of the City of Washington, Iowa, will meet in the Nicola-Stoufer Room of the Washington Public Library, 115 West Washington St., Washington, Iowa, at 6:00 p.m. on May 1, 2018 at which time and place the City Council will hear objections to the proposed plans, specifications, form of contract, and estimated cost for the Fire Station Utilities and Grading, Phase I project.

Sealed Bids for the Fire Station Utilities and Grading, Phase I will be received, by City of Washington, Iowa, at the office of the City Clerk at City Hall, 215 East Washington Street, Washington, Iowa, until 10:00 AM local time on May 8, 2018, at which time bids will be publicly opened and read aloud at City Hall. All bids received after the deadline for submission of bids as stated herein shall not be considered and shall be return to the late bidder unopened. Contractor assumes all risk associated with delivery of his or her bid to the office of the city clerk prior to the specified time deadline.

The work consists of approximately 326 feet of 36" gravity sewer, two 84" sanitary sewer manholes, and connection of 36" sanitary sewer to existing egg trunk sewer. Installation also includes approximately 171 feet of 8" gravity sewer and one 48" sanitary sewer manhole.

Storm sewer work includes installation of approximately 525 feet of various size storm sewer ranging from 15" to 18" and installation of underground stormwater detention structure and various manhole and intake structures. Other work includes water main installation, grading, grouting, demolition, seeding, and erosion control.

All bids shall be submitted to the City Clerk of Washington, Iowa on or before the time set herein for the bid opening. Bids shall be made on the Proposal Form furnished by the City of Washington, in a sealed envelope labeled or marked as required by the Instructions to Bidders.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form. Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Washington, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Washington, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Washington, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

The City of Washington reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) days after receipt of bids, and no bid may be withdrawn during this period.

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed." The work shall be substantially completed by September 7, 2018, and completed and ready for final payment by October 12, 2018, subject to any changes granted by the Owner.

Iowa law provides that on public improvements a resident bidder shall be allowed preference as against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference so allowed shall be equivalent to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

Each bidder shall accompany its bid with bid security as defined in Code of Iowa Section 26.8. Each successful bidder shall be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of its contract price. Said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement in good repair for a period of two (2) years from and after the completion and acceptance by the City Council. Out-of-state bidders shall be prepared to submit an Out-of-State Contractor Bond to the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa.

The Issuing Office for the Bidding Documents is: FOX Engineering, 414 South 17th Street, Ames, Iowa 50010, and the contact person is John Washington, P.E., jgw@foxeng.com, (515) 233-0000. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8 am to 5 pm, local time, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Bidding Documents also may be examined at the office of the City Clerk, City Hall, 215 East Washington Street, Washington, Iowa, on Mondays through Fridays between the hours of 8 am to 5 pm or online using the bid document service by QuestCDN.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a refundable deposit of \$100 for each set. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after the Award of Contract will receive a full refund. Checks for Bidding Documents shall be payable to FOX Engineering. Upon receipt of the bidding document deposit indicated, the Issuing Office will transmit the Bidding Documents by hand or via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bidding Documents may be accessed online by registering online with QuestCDN at www.questcdn.com. Following registration, complete sets of Bidding Documents may be downloaded from the website as portable document format (PDF) files. Bidders must input the Quest project cost number **5660020** on the website's search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and printing digital project information. Website registration is necessary to ensure that prospective bidders are placed on the plan holders list and remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from www.questcdn.com, then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

Owner: City of Washington, Iowa
By: Illa Earnest
Title: City Clerk
Date: April 17, 2018

WASHINGTON FIRE STATION

215 E WASHINGTON ST, WASHINGTON, IA 52393

NOT FOR CONSTRUCTION
02/28/16
PROGRESS PRINT



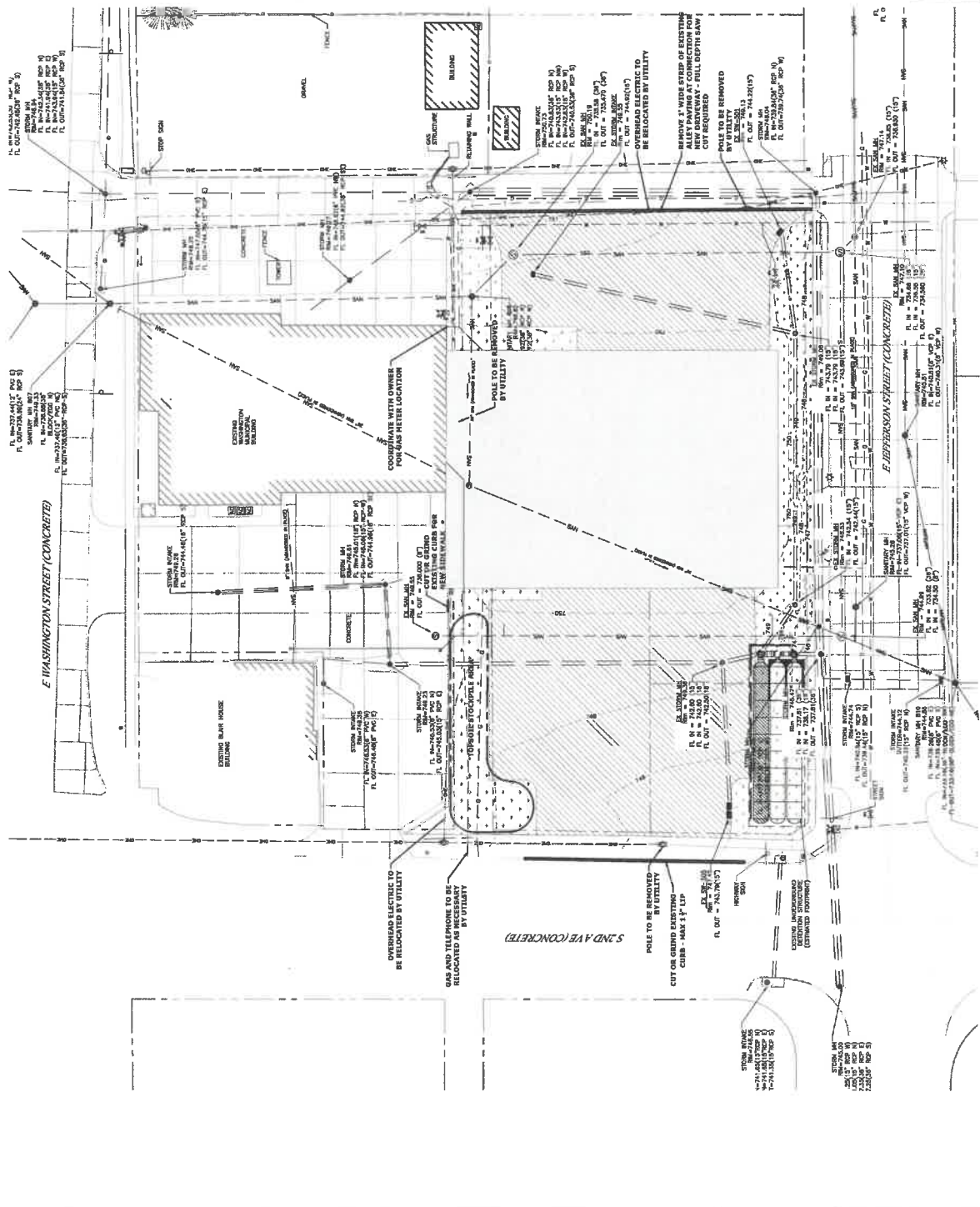
FOX Engineering & Construction
1000 S. WASHINGTON ST., SUITE 200
WASHINGTON, IA 52393
TEL: 563.248.1800
FAX: 563.248.1899

OWNER	WASHINGTON, IA
TITLE	EXISTING CONDITIONS AND REMOVALS
DATE	3/20/16
REVISION	2/1/2015

C1.8

EXISTING CONDITIONS SUBGRADE LEGEND			
MARK	SURFACE	FLOOR	SUBGRADE
	BUILDING PAD	FF-7250.3P	SP-7160.0P
	PAVING LOT	PO-15"	PO-4P"
	GREEN SPACE		

FF-FRESH FLOOR ELEV. PO-FRESH GRADE ELEV. SP-SUBGRADE ELEV.
NOTE: FRESH GRADE (PO) CONTOURS SHOWN. EXISTING CONDITIONS IS SUBGRADE ELEVATION FOR LORIED ABOVE



EXISTING CONDITIONS
SCALE 1" = 20'

RESOLUTION NO. _____

A RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING AND LETTING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE FIRE STATION PHASE I RENOVATION PROJECT, AND TAKING OF BIDS THEREFOR.

WHEREAS, the City Council has heretofore authorized certain improvements that are in the best interests of the City, to be completed in accordance with the plans, specifications and form of contract prepared by the City, and such proposed plans, specifications, form of contract and estimate of cost being on file with the City Clerk; and

WHEREAS, detailed plans and specifications, notice of hearing and notice to bidders, form of contract and estimate of cost have been prepared and filed by the City; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and to advertise for sealed bids.

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

Section 1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are subject to the hearing.

Section 2. The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 5%.

Section 4. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction of the Project on the 8th day of May, 2018 at 10:00 AM at City Hall, 215 E. Washington Street, Washington, Iowa. The 1st day of May, 2018 at 6:00 PM at the Nicola-Stoufer Room, Washington Public Library, 115 West Washington Street, Washington, Iowa is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and the 15th day of May, 2018 at 6:00 PM at the Nicola-Stoufer Room, Washington Public Library, 115 West Washington Street, Washington, Iowa as the time and place of considering bids received by the City in connection therewith.

Section 5. The City Council hereby authorizes the City Clerk to provide notice of the aforementioned hearing and taking of bids in accordance with Chapter 26 of the Code of Iowa by posting a notice to bidders not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids in a relevant contractor plan room service

with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the Iowa League of Cities website. The said notice is in the form substantially as attached to this Resolution.

Section 6. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all Resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 17th day of April, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

SECTION 00 1114
NOTICE OF PUBLIC HEARING AND INVITATION TO BID
WASHINGTON FIRE STATION PHASE 1 RENOVATIONS

Notice is hereby given that the City Council of the City of Washington, Iowa, will meet in the Nicola-Stoufer Room of the Washington Public Library, 115 West Washington St., Washington, Iowa, at 6:00 p.m. on May 1, 2018 at which time and place the City Council will hear objections to the proposed plans, specifications, form of contract, and estimated cost for the Washington Fire Station Phase I Renovations project.

Sealed Bids for the Washington Fire Station Phase I Renovations will be received, by City of Washington, Iowa, at the office of the City Clerk at City Hall, 215 East Washington Street, Washington, Iowa, until 10:00 AM local time on May 8, 2018, at which time bids will be publicly opened and read aloud at City Hall. All bids received after the deadline for submission of bids as stated herein shall not be considered and shall be return to the late bidder unopened. Contractor assumes all risk associated with delivery of his or her bid to the office of the city clerk prior to the specified time deadline.

The work consists of relocation of the existing electrical service entrance; installation of owner furnished emergency generator, connection of natural gas and water services to the existing building, minor interior demolition work and construction of a new Electric room and Water Service room.

All bids shall be submitted to the City Clerk of Washington, Iowa on or before the time set herein for the bid opening. Bids shall be made on the Proposal Form furnished by the City of Washington, in a sealed envelope labeled or marked as required by the Instructions to Bidders.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis. Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Washington, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Washington, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Washington, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Contractor will be paid each month Ninety-five Percent (95%) of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

The City of Washington reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) days after receipt of bids, and no bid may be withdrawn during this period.

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed." The work shall be substantially completed by September 7, 2018, and completed and ready for final payment by October 12, 2018, subject to any changes granted by the Owner.

Iowa law provides that on public improvements a resident bidder shall be allowed preference as against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference so allowed shall be equivalent to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

Each bidder shall accompany its bid with bid security as defined in Code of Iowa Section 26.8. Each successful bidder shall be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of its contract price. Said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement in good repair for a period of two (2) years from and after the completion and acceptance by the City Council. Out-of-state bidders shall be prepared to submit an Out-of-State Contractor Bond to the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa.

Bidding Documents (Plans and Specifications) are on file and available for viewing at the office of the City Clerk, in the office of Design Alliance, and the following online plan room locations:

- A. Master Builders of Iowa, <http://www.mbiplanroom-dsm@mbionline.com>
- B. Dodge Data and Analytics, <http://www.construction.com>
- C. ConstructConnect, <http://www.constructconnect.com>

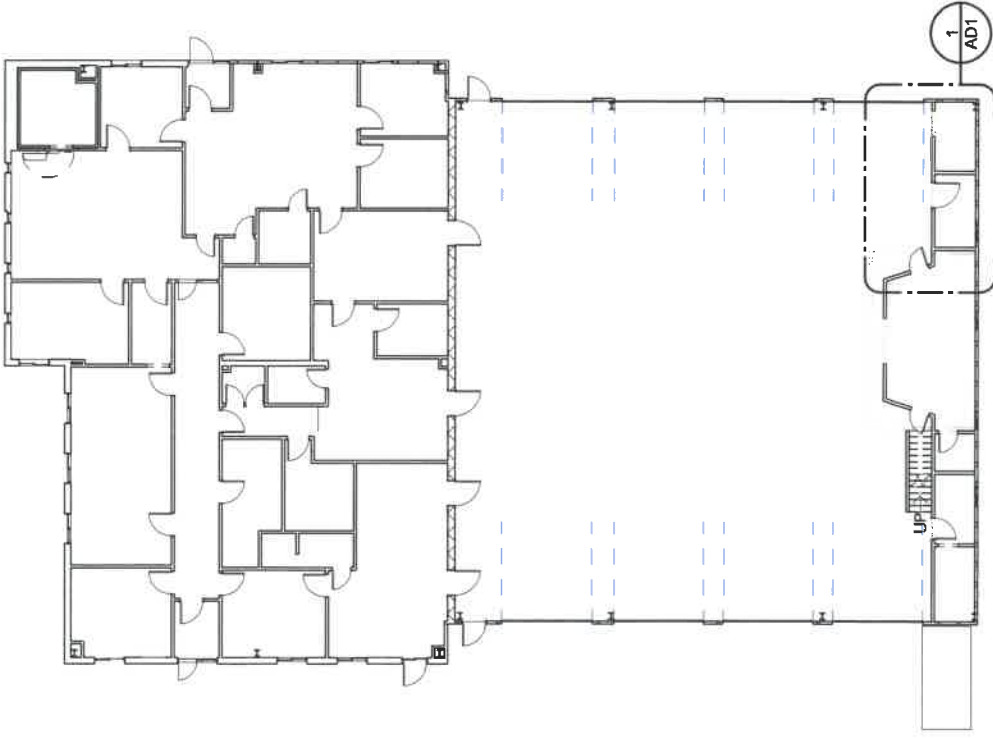
Complete sets of portable document format (PDF) files or printed bidding documents may be obtained from the office of Design Alliance, 14225 University Avenue, Suite 110, Waukee, Iowa 50263, telephone: (515)225-3469. Complete sets of portable document format (PDF) files are available from the Design Alliance at no cost. A \$40.00 refundable deposit is required for the each complete printed set of bidding documents. Documents, complete, intact, and in good condition shall be returned to the Architect's office within fourteen (14) calendar days following opening of bids.

Owner: City of Washington, Iowa

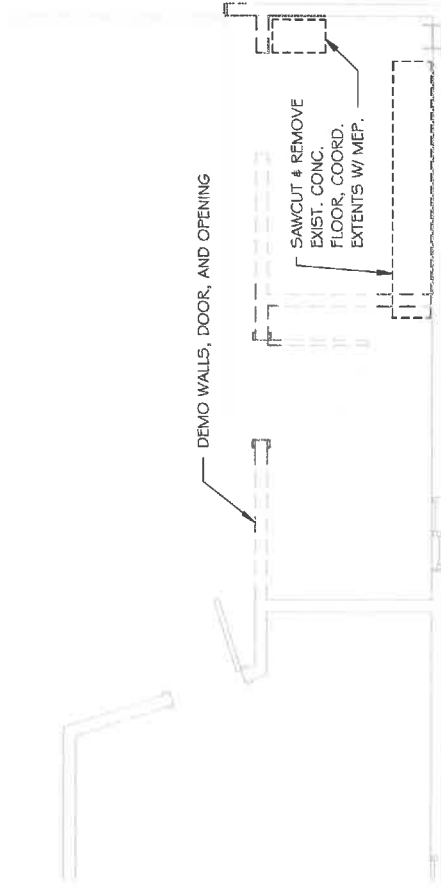
By: Illa Earnest

Title: City Clerk

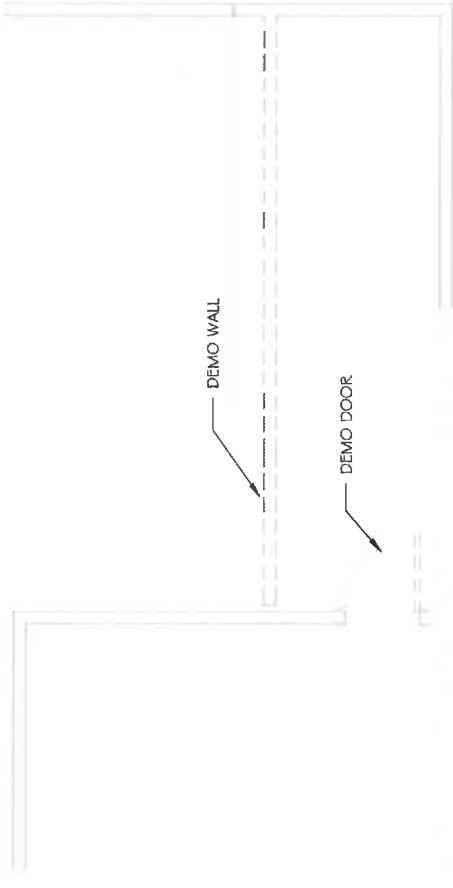
Date: April 17, 2018



1 DEMO (PHASE 1)
1/4" = 1'-0"



2 MEZZANINE DEMO PLAN
1/4" = 1'-0"



0 EXISTING OVERALL PLAN
1/16" = 1'-0"

AD1

REVISIONS

DATE

PROJECT NO.

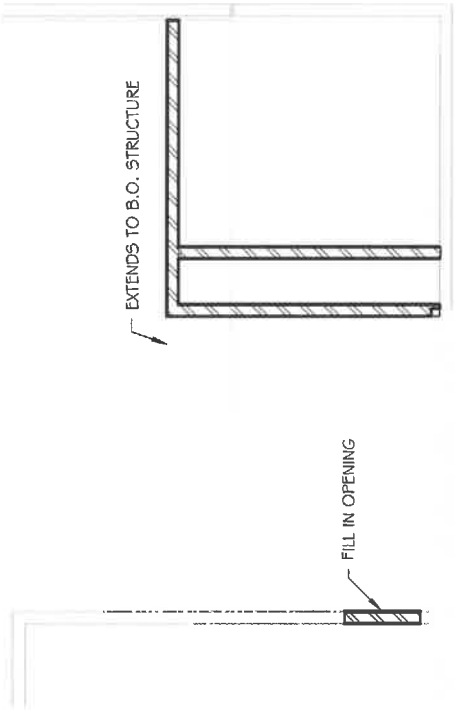
217055

WASHINGTON, IA
DEMOLITION
FLOOR PLANS -
PHASE 1

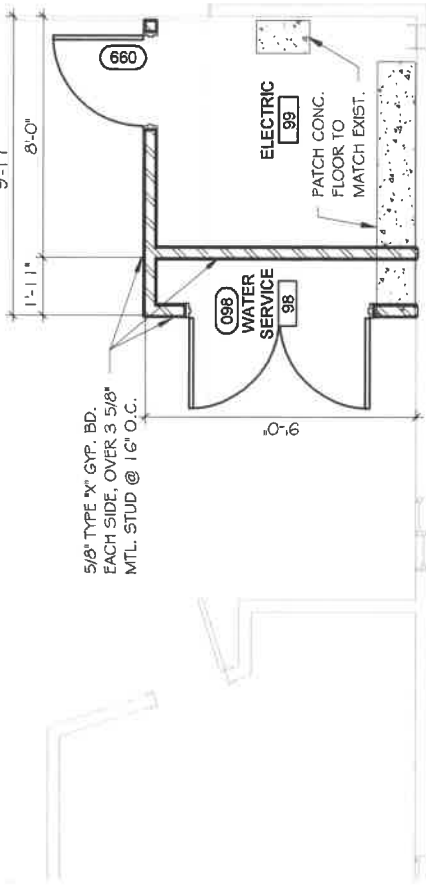
WASHINGTON FIRE STATION
PHASE 1 RENOVATION
PROGRESS PRINT
NOT FOR CONSTRUCTION
03/30/18
215 E Washington St, Washington, IA 52535

ROOM FINISH SCHEDULE (PHASE 1)

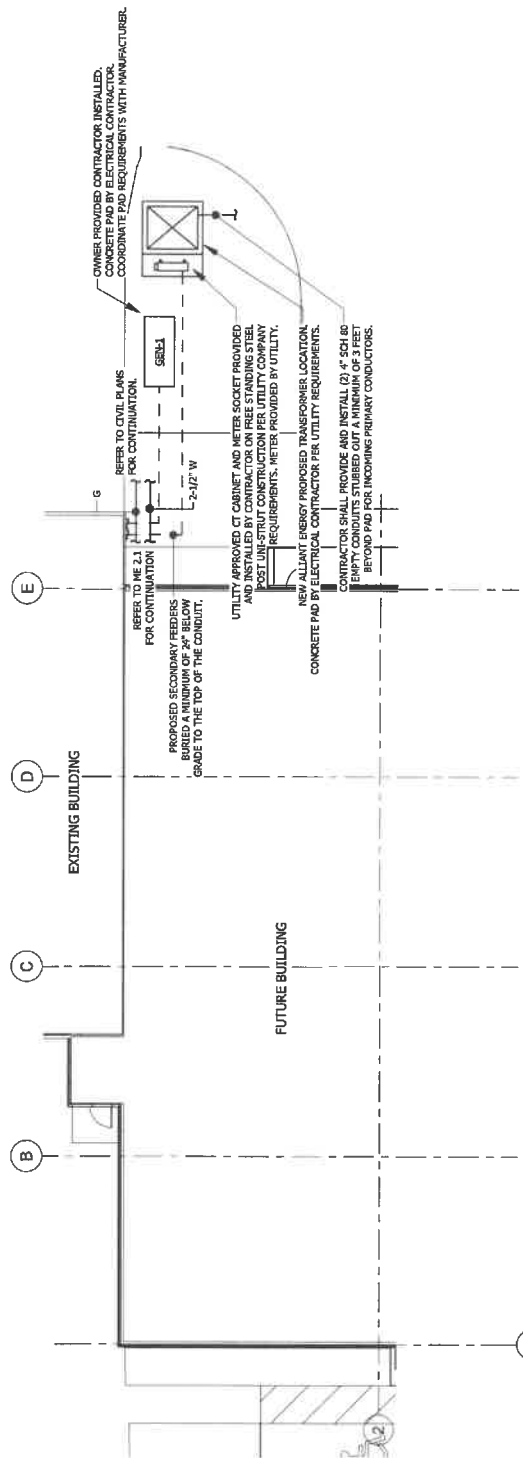
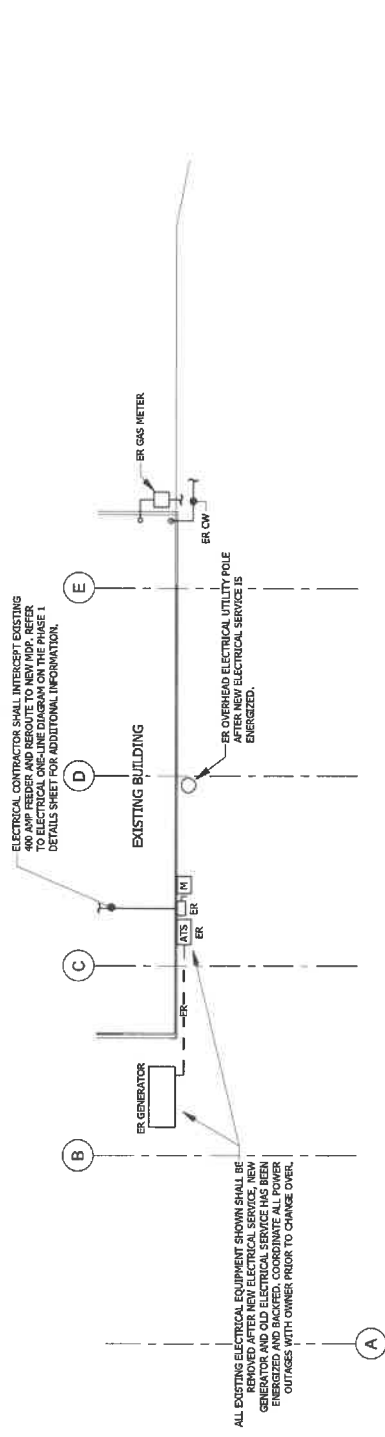
NUMBER	NAME	FLOOR		WALLS								CEILING		REMARKS		
		MATERIAL	FINISH	BASE		NORTH		EAST		SOUTH		WEST				
				MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH			
98	WATER SERVICE	EXIST	EXIST	RB	GYP	PT	GYP	GYP	PT	EXIST	EXIST	EXIST	PT	PT	PT	PROVIDE RB ON OUTSIDE
99	ELECTRIC	EXIST	EXIST	RB	GYP	PT	GYP	GYP	PT	EXIST	EXIST	EXIST	PT	PT	PT	PROVIDE RB ON OUTSIDE



A2 MEZZANINE (PHASE 1)
1/4" = 1'-0"



A1 FLOOR PLAN (PHASE 1)
1/4" = 1'-0"

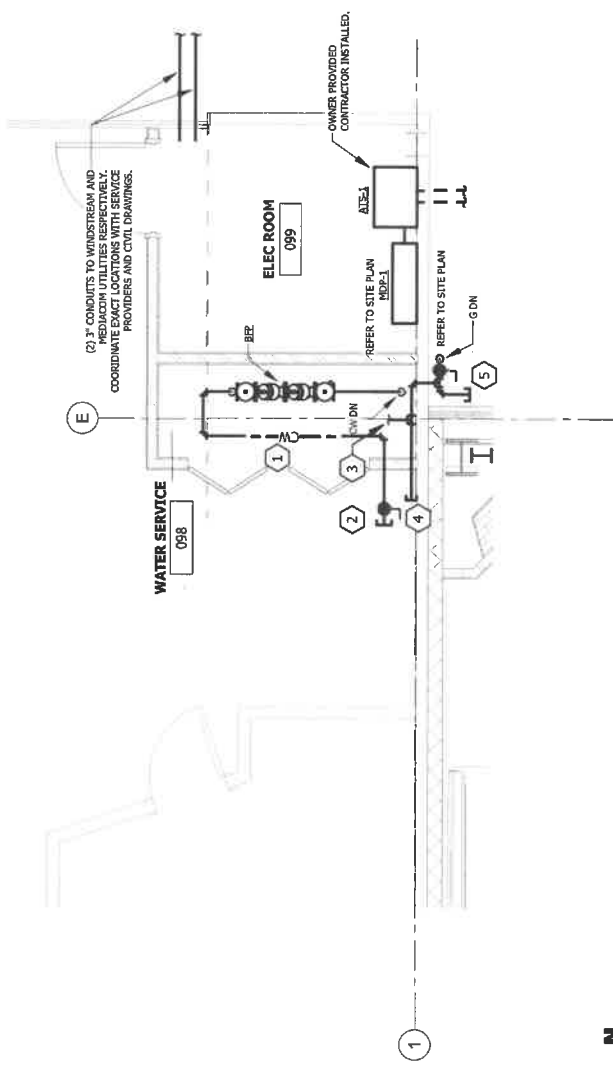


GENERAL NOTES:

- A. INSTALLATION PLANS ARE SCHEMATIC IN NATURE. CONTRACTOR TO VERIFY PLACEMENT OF NEW EQUIPMENT/FIXTURES PRIOR TO INSTALLATION.
- B. MAINTAIN SERVICE CLEARANCE AROUND ALL MECHANICAL EQUIPMENT AND ABOVE ELECTRICAL EQUIPMENT. DO NOT ROUTE PIPING IN CLEARANCE SPACE.
- C. COORDINATE PIPING LAYOUT AND ELEVATIONS WITH FOOTINGS, FLOW LINES, LOCAL PLUMBING CODE AND THE SPECIFICATIONS.
- D. VERIFY ALL SITE CONDITIONS PRIOR TO START OF WORK.
- E. COORDINATE ALL PLUMBING AND PIPING ROUTING WITH BUILDING STRUCTURE AND OTHER TRADES PRIOR TO INSTALLATION TO ALLOW FOR PROPER CLEARANCES AND FLOW REQUIREMENTS.
- F. THE MECHANICAL CONTRACTOR SHALL FURNISH AND INSTALL WATER HAMMER ARRESTORS ON ALL GROUP BATHROOM COLD WATER PIPE LOCATIONS. PROVIDE WITH SHUT-OFF BALL VALVE. REFER TO SPECIFICATIONS.
- G. ALL CONDENSATE DRAIN PIPING SHALL BE 3/4" COPPER WITH INSULATION UNLESS NOTED OTHERWISE.
- H. COORDINATE ALL VENTS THROUGH ROOF WITH STRUCTURAL DRAWINGS AND MAINTAIN 10FT REQUIRED DISTANCE FROM MECHANICAL EQUIPMENT INTAKES. OFFSET PIPING AS NECESSARY.
- I. ROUTE AS MUCH STORM PIPING AS HIGH IN JOIST SPACE AS POSSIBLE.
- J. COORDINATE ALL EXPOSED PIPE ROUTING WITH DESIGN TEAM PRIOR TO ROUGH-IN. SPECIFIC RACKING REQUIREMENTS MAY BE REQUIRED.
- K. COORDINATE ALL FLOOR DRAIN LOCATIONS WITH MECHANICAL EQUIPMENT AND RESPECTIVE TRADES PRIOR TO ROUGH-IN.
- L. COORDINATE STORM AND SANITARY SEWER CONNECTIONS WITH STRUCTURAL DRAWINGS TO MAINTAIN REQUIRED SLOPING AND PROPER ELEVATIONS.
- M. SEE PLUMBING FIXTURE CONNECTION SCHEDULE FOR FIXTURE CONNECTION SIZES.
- N. MECHANICAL CONTRACTOR SHALL REFER TO ELEVATOR INSTALLATION DETAIL FOR ADDITIONAL REQUIREMENTS.
- O. FIELD VERIFY ALL NEW AND EXISTING PIPE ROUTING WITH EXISTING CONDITIONS PRIOR TO ROUGH-IN. MAKE NECESSARY OFFSETS AS REQUIRED.
- P. COORDINATE ALL WALL CLEANOUT LOCATIONS WITH DESIGN TEAM PRIOR TO ROUGH-IN. COORDINATE ALL FLOOR CLEANOUT LOCATIONS BEING INSTALLED IN TILE, TERRAZZO OR OTHER SPECIALTY FLOOR AREAS WITH DESIGN TEAM PRIOR TO ROUGH-IN.

REFERENCED NOTES: (#)

- (NOT ALL NOTES MAY BE APPLICABLE TO THIS SHEET)
- 1. CONNECT TO EXISTING COLD WATER SERVICE TO EXISTING BUILDING.
 - 2. CAP COLD WATER PIPING AT THIS LOCATION
 - 3. CONNECT TO EXISTING GAS LINE IN EXISTING BUILDING.
 - 4. CAPPED 11" W.C. LINE FOR FUTURE BUILDING.
 - 5. CAPPED 2 PSI FOR FUTURE BUILDING.



1 ENLARGED WATER AND ELECTRICAL ROOM
 1/4" = 1'-0"

Brent Hinson

From: Kristofer Orth
Sent: Wednesday, April 4, 2018 1:41 PM
To: Brent Hinson
Cc: Tyler Luttenegger; ahennessey@modus-eng.com; mshephard@modus-eng.com
Subject: FW: Washington Fire Station | Generator Quotes for the City
Attachments: Kohler Power Systems - 180kW Genset Quote.pdf; MTU Power Systems - 180kW Genset Quote.pdf; Taylor Power Systems - 175kW Genset Quote.pdf

Brent,

Please see email below and attached quotes.

Let us know how you want to proceed and if you have any questions.

Sincerely,

Kristofer J. Orth AIA, LEED® AP
Design Alliance, Inc.

office:515.225.3469 cell: 515.537.4871

From: Tyler Luttenegger [mailto:tluttenegger@modus-eng.com]
Sent: Wednesday, April 04, 2018 1:31 PM
To: Kristofer Orth
Cc: Austin Hennessey; Matthew Shephard
Subject: Washington Fire Station | Generator Quotes for the City

Kristofer,

See attached for generator quotes we received for this project and below for a quick summary. We had hoped to get possible trade-in values but the reps were not able to give us firm numbers until it's actually available to be traded-in since they can find actual buyers at that time. We also asked for possible pricing on used generators but none were currently available. So to recap, the numbers below are just for a new generator.

Please pass along to the City so they can make a decision. We can get them in contact to get the unit ordered after they make a selection.

Tyler

Interstate Power Systems – MTU Onsite Energy: \$37,800.00
Kohler Power Systems: \$43,416.80
Taylor Power Systems: \$47,900.00

TYLER LUTTENEGGER, P.E., LEED AP BD+C

INTERSTATE POWER SYSTEMS



Minneapolis, Waite Park, Virginia – MN, Williston, Grand Forks, Bismarck, Fargo – ND, Sioux Falls, SD, Billings – MT, Gillette – WY
Omaha, Lincoln – NE, Cedar Rapids, Davenport, Des Moines – Iowa, Waukesha – Wisconsin, St. Louis – MO/ILL

April 3rd, 2018

Project Name: 180kW Modus Engineering Budget

Proposal Prepared For: Austin Hennessey (Modus)

Specification: Provided by Modus Engineering

Quotation: I-Pass # 312230195

The following MTU Onsite Energy quotation is presented by Interstate Power Systems located in Altoona Iowa. Interstate Power Systems has been a distributor for power systems since 1956 that includes equipment sales, parts and a dedicated team of factory trained power system technicians.

We are pleased to quote the following new generator set and associated equipment:

- (1) 180kW MTU Diesel Generator Set at 208V 3-Phase, Emergency Standby Rated
- (1) Weather Proof Steel Enclosure
- (1) 24HR Sub Base Fuel Tank
- (1) 800AMP ASCO 300 Series Open Transition Automatic Transfer Switch
- Start Up and Testing Services

Pricing will be found on the following pages as well as a detailed list of equipment and services to be included in this quote. Should you have any questions please feel free to contact me. I would also like to offer to meet with you at your convenience to go over this quotation.

Zac Wegner
Industrial Generator Sales
Interstate Power Systems
(515) 829-9297
zachary.wegner@istate.com

QUOTATION

MODEL: MTU 6R0120 DS180

QUANTITY: 1

OUTPUT: 180kW, 225kVA (DIESEL)

RATINGS - CERTS: Emergency Standby Duty, NFPA 110, UL2200

VOLTAGE: 120/208V, 3-Phase, 12 Wire, .8 Power Factor

ENGINE: 60 Hz, Diesel, 1800 RPM
Engine Model: Mercedes-Benz OM926LA, Four Stroke
EPA Tier 3 Certified
Heavy Duty Air Cleaner
Fuel Water Separator
Oil Cooler
Electronic Isochronous Governor
Vibration Isolators
Oil, Fuel and Air filter

ALTERNATOR: Permanent Magnet Excitation
2/3 Pitch
130C Temperature Rise, Class H Insulation
Digital Voltage Regulator: DVR2000EC

COOLING SYSTEM: Unit Mounted Radiator, 50C/122F

CONTROL PANEL: Digital Control Panel with Microprocessor Based Controls
Modbus RTU or TCP
Auxiliary Contacts for BMS System
Remote Annunciation Panel

CIRCUIT BREAKER (1): 700AMP 80% Square D Line Breaker
Shunt Trip
Aux Contacts

BATTERY: Heavy Duty Lead Acid Battery with Rack and Cables

BATTERY CHARGER: 12 Volt, 10 AMP w/ NFPA110 Alarms
Mounted and Wired AC/DC

BLOCK HEATER: 1,500 Watts with Isolation Valves, Mounted and Wired 120V
-20 Degree Protection Rating

ENCLOSURE: Weather Proof Steel Enclosure 130MPH

DIESEL FUEL TANK: 24HR Sub Base Diesel Fuel Tank 400 Gallons (UL142)

EXHAUST SILENCER: Hospital Grade Silencer (Internally Mounted)

AUTOMATIC TRANSFER SWITCH: 800 AMP ASCO 300 Series ATS
120/208V 3-Phase, 4-Wire
3-Pole (Solid Neutral)
Open Transition
Exerciser Package w/Contacts
NEMA-1 Enclosure

WARRANTY: Two (2) Year/3000hr Factory Warranty

EXECUTION: Certified Factory Tested
On-Site Factory Authorized Startup
On-Site Load Banking and Commissioning Per Bid Specifications
All fuel provided by contractor
2 O&M Manuals, Certified Test Reports and On-Site Test Reports
Unit Training Session Included
Freight Included - Offloading Not Included

GENERATOR PACKAGE NET PRICE, QUANTITY ONE (1) ----- \$ 33,200.00
AUTOMATIC TRANSFER SWITCH NET PRICE, QUANTITY ONE (1) ----- \$ 4,600.00

Total = \$ 37,800.00

Note: All pricing does not include any applicable sales taxes.

LEAD TIME: Generator 10-12 Weeks
ATS 4-6 Weeks

Notes and Clarifications:

1. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix.
2. Seller is not quoting unit installation.
3. All extended piping and wiring beyond the genset system provided by others.
4. FOB Destination (Job Site)
5. Offload of all equipment provided by others.
6. Diesel fuel / LP tanks and fuel provided by others. Fuel can be added at the time of startup at the current market rate.
7. Startup and testing performed after verified installation and termination of all main line conduits, control wiring and any communications interface the customer has requested. Please fill out startup request for found in the O&M shipped with the unit. Startup and testing will be performed per the bid documents or as per requested by the customer.
8. Unit training will be performed the same day as startup if feasible. If not it can be rescheduled at the owners discretion. Three days' notice required for request. Video tape sessions can be performed upon request at a slight change.
9. Onsite testing and load banking as per technical specifications.

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



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

Memorandum

April 13, 2018

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

From: Brent Hinson
City Administrator

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

Re: East Washington Sidewalk & South Avenue E Engineering Agreements

Attached are proposed engineering agreements for these two projects, which are included in the approved FY19 budget. Engineer Jack Pope of Garden & Associates will be present to answer questions, and to specifically talk about the sidewalk project. We think it is important that Council understand the challenges involved with the sidewalk project and be ready to take them on as they arise.

The South Avenue E project may not start design right away due to some movement we seem to be getting on the South 15th subdivision project. If South 15th is ready to go, we will prioritize that, since it was actually supposed to be our 2017 street project. South Avenue E would then be designed and constructed in 2019. This would work fine for our schedule, because the primary timing factor with E is making sure that project is done before we start the West Buchanan federal aid paving project in 2020/2021.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this ____ day of _____, 2016, by and between the City of Washington, Iowa, a Municipal Corporation, 215 E. Washington Street, Washington, Iowa 52353, hereinafter referred to as the "CITY," and Garden & Associates, Ltd., 1701 3rd Street, Suite 1, Oskaloosa, Iowa 52577, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Washington did heretofore deem it necessary and desirable to construct a sidewalk extension along East Washington Street from the sidewalk's current termination to Walmart's Subdivision (the "Project"); and

WHEREAS, the CITY did heretofore determine that it is necessary and proper to acquire professional engineering services to assist the CITY in the design of the Project; and

WHEREAS, the CONSULTANT is capable of supplying the desired professional services for a fee of not-to-exceed \$20,200.00; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed \$20,200.00 under the terms and conditions set forth below.

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

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner the consistent with standard, professional practice the engineering services in connection with the Project as set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder, excluding the construction administration as shown on Exhibit "A" no later than _____.

III. GENERAL TERMS AND PROVISIONS.

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

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

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

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Washington City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.

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

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

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY's requirements for the Project available to the

CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of CONSULTANT.

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

G. At the request of the CITY, the CONSULTANT shall attend meetings of the City Council that relate to the Project hereunder.

H. The CONSULTANT agrees to certify all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, maps, plans, drawings and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Project. Furthermore, should the CONSULTANT prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the CONSULTANT shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents, materials or data on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep copies for the CONSULTANT's own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the CITY.

L. Upon payment in full in accordance with this Agreement, all instruments of services generated by CONSULTANT shall become the property of the CITY.

M. CONSULTANT shall provide and maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement

2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000

aggregate coverage.

3. General Liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Washington as an Additional Insured under the policy.

4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00)

CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The CONSULTANT shall furnish Certificates of Insurance to the CITY made in favor of the CITY prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for services rendered under this Agreement for a total fee of \$20,200.00. Said total fee shall be paid by the CITY to the CONSULTANT upon the completion of each of the Items below:

- | | | |
|----|---|----------|
| 1. | Final Design
Bidding Phase | \$10,500 |
| 2. | Construction Staking & Admin | \$7,200 |
| 3. | Additional Services (Easements, legals) | \$2,500 |

V. INDEMNIFICATION, ENGINEERING STANDARDS.

The CONSULTANT agrees to fully indemnify, save and hold the CITY, its officers, representatives, and employees, harmless from liability to third parties

(including reimbursement of reasonable legal fees and costs) arising directly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents or employees in connection with the Project.

The CONSULTANT represents to the CITY that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession.

VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby represents that the CONSULTANT (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The CONSULTANT, in addition to the general indemnification set forth in Provision V above, does hereby further fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

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

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Washington County, Iowa or the federal courts located in Scott County, Iowa. The

parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

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

XI. SEVERABILITY.

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

XII. MODIFICATION.

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER.

No waiver by the CITY of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the CITY shall preclude future exercise thereof or the exercise of any other right or remedy.

XIV. AUTHORITY.

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

XV. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties

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

ACCEPTED & AGREED:

CONSULTANT:
Garden & Associates, Ltd.

CITY OF WASHINGTON:

Robert A. Nielsen, President

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The Companies and the Additional insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this ____ day of _____, 2016, by and between the City of Washington, Iowa, a Municipal Corporation, 215 E. Washington Street, Washington, Iowa 52353, hereinafter referred to as the "CITY," and Garden & Associates, Ltd., 1701 3rd Street, Suite 1, Oskaloosa, Iowa 52577, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Washington did heretofore deem it necessary and desirable to construct improvements related to the reconstruction of South Avenue E from Sitler Drive to Lincoln Street (the "Project"); and

WHEREAS, the CITY did heretofore determine that it is necessary and proper to acquire professional engineering services to assist the CITY in the design of the Project; and

WHEREAS, the CONSULTANT is capable of supplying the desired professional services for a fee of not-to-exceed \$86,500.00; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed \$86,500.00 under the terms and conditions set forth below.

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

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner the consistent with standard, professional practice the engineering services in connection with the Project as set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder, excluding the construction administration as shown on Exhibit "A" no later than _____.

III. GENERAL TERMS AND PROVISIONS.

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

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

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

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Washington City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.

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

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

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY's requirements for the Project available to the

CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of CONSULTANT.

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

G. At the request of the CITY, the CONSULTANT shall attend meetings of the City Council that relate to the Project hereunder.

H. The CONSULTANT agrees to certify all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, maps, plans, drawings and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Project. Furthermore, should the CONSULTANT prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the CONSULTANT shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents, materials or data on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep copies for the CONSULTANT's own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the CITY.

L. Upon payment in full in accordance with this Agreement, all instruments of services generated by CONSULTANT shall become the property of the CITY.

M. CONSULTANT shall provide and maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement

2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000

aggregate coverage.

3. General Liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Washington as an Additional Insured under the policy.

4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00)

CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The CONSULTANT shall furnish Certificates of Insurance to the CITY made in favor of the CITY prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for services rendered under this Agreement for a total fee of \$86,500.00. Said total fee shall be paid by the CITY to the CONSULTANT upon the completion of each of the Items below:

1.	Preliminary & Final Design Bidding Phase	\$69,500
2.	Construction Staking & Admin	\$14,500
3.	Additional Services (Easements, legals)	\$2,500

V. INDEMNIFICATION, ENGINEERING STANDARDS.

The CONSULTANT agrees to fully indemnify, save and hold the CITY, its officers, representatives, and employees, harmless from liability to third parties

(including reimbursement of reasonable legal fees and costs) arising directly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents or employees in connection with the Project.

The CONSULTANT represents to the CITY that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession.

VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby represents that the CONSULTANT (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The CONSULTANT, in addition to the general indemnification set forth in Provision V above, does hereby further fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

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

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Washington County, Iowa or the federal courts located in Scott County, Iowa. The

parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

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

XI. SEVERABILITY.

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

XII. MODIFICATION.

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER.

No waiver by the CITY of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the CITY shall preclude future exercise thereof or the exercise of any other right or remedy.

XIV. AUTHORITY.

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

XV. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties

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

ACCEPTED & AGREED:

CONSULTANT:
Garden & Associates, Ltd.

CITY OF WASHINGTON:

Robert A. Nielsen, President

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The Companies and the Additional insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

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



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

Memorandum

April 12, 2018

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

From: Brent Hinson
City Administrator

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

Re: Wellness Park Grading & Utilities Project

We will receive bids on Monday, April 16 at 10 AM, and will forward out a recommendation as soon as we have that.

RESOLUTION NO. _____

A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, MSA Professional Services has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as “Wellness Park Grading & Utilities Project”; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 17th day of April, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as “Wellness Park Grading & Utilities Project” has been designed and publicized for bid, and bids were received on April 16, 2018.

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

Section 1. That the following bid for the construction of certain public improvements described in general as “Wellness Park Grading & Utilities Project” be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: _____

Amount of Bid: _____

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

PASSED AND APPROVED, this 17th day of April, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

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



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

Memorandum

April 12, 2018

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

From: Brent Hinson
City Administrator 

Re: Wellness Park Farm Lease

The Council is asked to approve the attached farm lease with the Washington FFA Land Lab for the coming year. The agreed-upon lease rate is \$240/acre, which is the same as the past two years. The proposed lease reflects less acreage than the 2016 lease due to the Wellness Park development.

The lease also includes a 9.45 acre parcel adjacent to Elm Grove Cemetery that the FFA has leased each of the past 5 years.

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Washington, Iowa ("Landlord"), whose address for the purpose of this Lease is 215 E. Washington Street, Washington, Iowa 52353 and Washington FFA Lab (the "Tenant"), whose address for the purpose of this Lease is 1111 South Avenue B, Washington, Iowa 52353.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in WASHINGTON County, Iowa (collectively the "Parcel"):

A parcel of land located in the SE ¼ of Section 7, Township 75 North, Range 7 West of the 5th P.M., legally described as Auditor's Parcel B and Auditor's Parcel C, as shown on that certain Plat of Survey recorded in Plat Book 14, page 324, in the Office of the Washington County Recorder, excepting and excluding therefrom, that certain parcel being the site of a water tower constructed in 2015 and planned to be utilized for construction of a new YMCA facility area to be developed by Landlord in 2018 for Wellness Park attached as Exhibit "A" attached hereto, containing approximately 17.16 acres, more or less..

AND

A parcel of land located in the SE 1/4 of Section 7, Township 75 North, Range 7 West of the 5th P.M., as shown on that certain Plat of Survey recorded in Plat Book 14 at page 324, Records of the Washington County Recorder, excepting and excluding therefrom: Area of existing soccer fields plus area to be developed by Landlord in 2018 for Wellness Park attached as Exhibit "A" attached hereto, containing approximately 4.61 acres, more or less.

AND

That certain 9.45 acre parcel as depicted on Exhibit "B" attached hereto, said parcel being located west of the cemetery.

In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent to be payable as follows:

\$240.00 per acre, with total rent of \$7,492.80.

The TOTAL RENT referenced above is to be paid to Landlord by May 1, 2018, at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil

conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent.

Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant.

Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant.

Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good

husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other	0	100

Phosphate and potash on oats or beans shall be allocated 33% the first year and 67% the second year, and on all other crops allocated 33% the first year and 67% the second year. Lime and trace minerals shall be allocated over 2 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals YES.

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during

or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be

construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer

operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

12. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

13. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

14. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

15. NO AGENCY. Tenant is not an agent of the Landlord.

16. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

18. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

19. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

20. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission,

shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

21. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

22. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

23. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

24. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Dated this ____ day of _____, 2018.

TENANT:

CITY OF WASHINGTON, IOWA

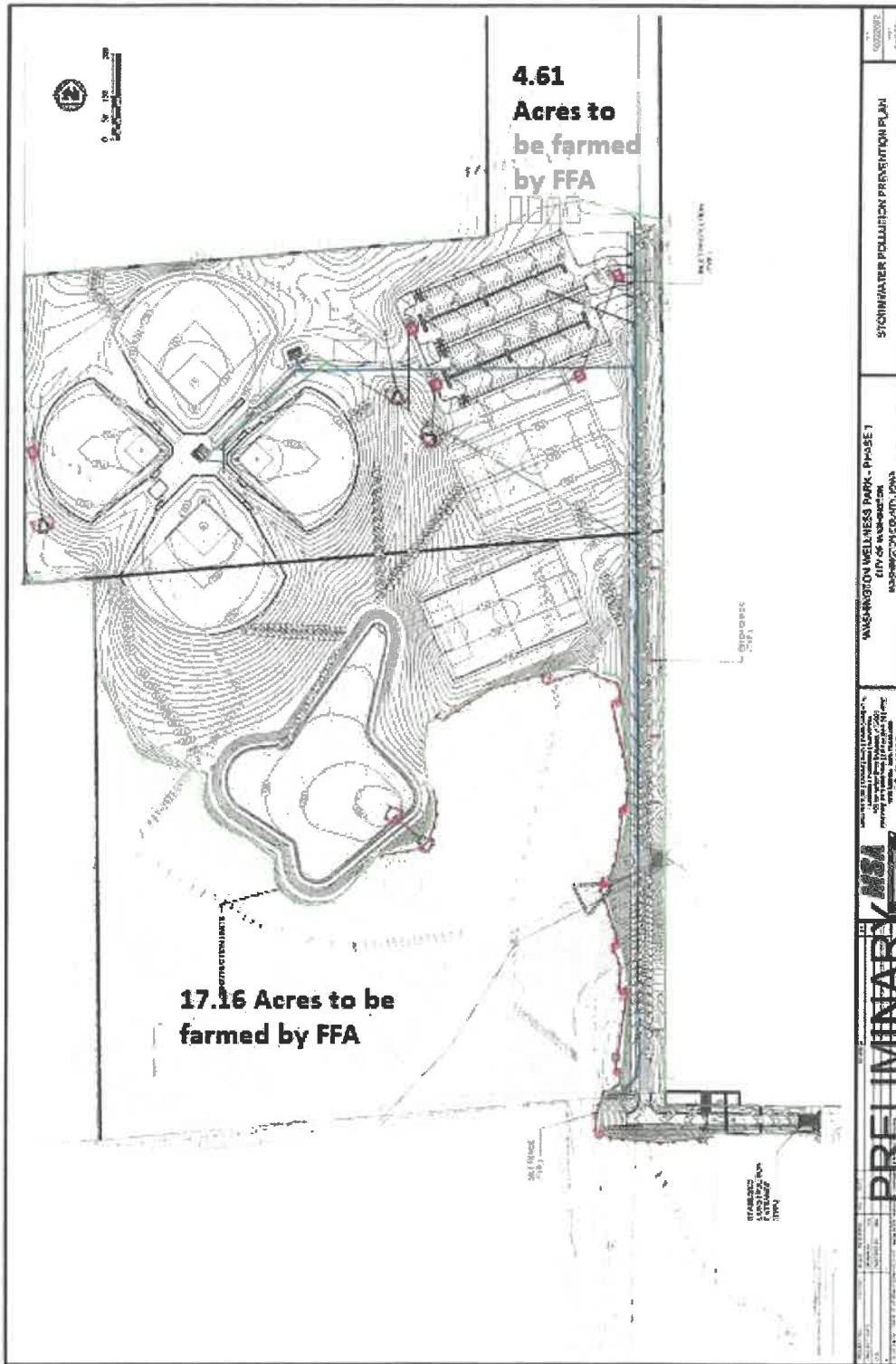
By: _____
Mr. Trent Steinhart, FFA Advisor

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

FFA Farm Lease 2018: Exhibit A



FFA Farm Lease 2018: Exhibit B



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



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

April 12, 2018

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Change Order #2, Well 6

As the engineer describes in the attached email, the items included in this change order are essentially plant staff requested additions that make sense to take care of now rather than later. We still do have the outstanding issue on this contract of the contractor's proposed charges for drilling through the grout in the casing and related issues, but plan to take a relatively hard line on that change due to a variety of factors. The bottom line is that there will be a Change Order #3 in the future to address these issues, but we will do everything we can to minimize that contract increase amount.

Brent Hinson

From: Rob Baker
Sent: Friday, March 30, 2018 11:15 AM
To: Brent Hinson; Chad McCleary
Cc: Kyle Wellington; Illa Earnest; Steve Troyer
Subject: Change Order No 2 Well 6 Improvements
Attachments: Well 6 Change Order No 2 signed.pdf

Brent and Chad,

Change Order No. 2 has been prepared and signed by FOX Engineering and Northway. The changes recommended have to do with replacement of old and worn out valves and an obsolete flow meter in Well 5 (above ground replacements in well house) and installing a small diameter PVC tubing into Well 7 (a stilling well) so that the water level sensor will function properly. Northway proved that the stilling well solution worked in Well 6 so we recommended doing the same thing for Well 7. A licensed well contractor needs to install the items and since Northway is under contract for the Well 6 Improvements, it is recommended to take care of these miscellaneous items now.

This change order also adds days for doing this work. It does not add days which would be associated with the extra time to drill through the grout last July or the extra time it took to install the pump. This is why the dates in this change order are in the past. FOX told Northway that time extensions with these items can be negotiated with the City when Northway meets with them to discuss additional payment for drilling through the grout in the casing and for pulling up the casing the first time that it did not fit. I think that the Contractor can provide some reasons for why the 125 HP pump install took longer (VFD not delivered to them in time), but we have not said that this delay would be approved just yet either. So the City still has LDs to negotiate with.

Since the VFD Bypass change proposal has needed revision and seems to be taking a while, we thought we would handle that potential change item separately and maybe once the City has better visibility on other unit price items which Northway intends to bill more for. If this change order is approved sooner, Northway is available to do the work in April.

Please let us know if there are questions.

Robbie Baker, P.E.

FOX Engineering Associates, Inc.

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

Office | 515.233.0000 | Cell | 515.313.7202

www.foxeng.com

Date of Issuance: April 3, 2018
 Owner: City of Washington, Iowa
 Contractor: Northway Well and Pump Co.
 Engineer: FOX Engineering
 Project: Well 6 Improvements

Effective Date:
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 3424-15C
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Item 1: Well 5 well house exposed piping work. Per CPRO01, replace the magnetic flow meter and check valve with the same products provided at Well 6 under this Contract. Provide a new butterfly isolation valve, a new pressure gauge and sample tap assembly, functionally the same as the assembly provided at Well 6 under this Contract. **(Add \$10,879.58).**

Item 2: provide schedule 40 PVC tubing to serve as a stilling well in Well 7. Install and verify function of level sensor. Level sensor and its accessories are provided by Owner. **(Add \$5,830.00).**

Item 3: Well 5 and/or Well 7 could not be taken out of service until February 8, 2018, when Well 6 was operational. Add 77 days to the contract times.

Attachments: Change Proposal Requests 001 and 002; Northway Cost Proposals dated February 1, 2018 and March 26, 2018.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>372,755.50</u>	[note changes in Milestones if applicable] Original Contract Times: Substantial Completion: <u>April 1, 2017</u> Ready for Final Payment: <u>May 1, 2017</u> <div style="text-align: right;">days or dates</div>
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>63,211.65</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>217</u> Ready for Final Payment: <u>217</u> <div style="text-align: right;">days</div>
Contract Price prior to this Change Order: \$ <u>435,967.15</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 3, 2017</u> Ready for Final Payment: <u>December 4, 2017</u> <div style="text-align: right;">days or dates</div>
[Increase] [Decrease] of this Change Order: \$ <u>16,709.58</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>77</u> Ready for Final Payment: <u>77</u> <div style="text-align: right;">days or dates</div>

Contract Price incorporating this Change Order:

\$ 452,676.73

Contract Times with all approved Change Orders:

Substantial Completion: January 19, 2018

Ready for Final Payment: February 19, 2018

days or dates

RECOMMENDED:

By:

R. J. Baker
Engineer (if required)

Title:

R. J. Baker, P.E.

Date:

March 29, 2018

ACCEPTED:

By:

Owner (Authorized Signature)

Title:

Date:

ACCEPTED:

By:

Tom Engelken
Contractor (Authorized Signature)

Title:

Sales / Project Manager

Date:

March 30, 2018

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



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

Memorandum

April 12, 2018

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: East Adams ROW Acquisition

In connection with the long-term street improvements plan on the southeast side of town, in November 2016, the Council approved hiring A&R Land Services to seek to acquire additional street right-of-way along East Adams Street between South 12th and South 15th Avenues. The current right-of-way there varies between 24.5' and 30', far too narrow to pave the street in the future.

Additionally, it was necessary to facilitate drainage improvements on the "horseshoe" of South 14th and South 15th to acquire additional right-of-way on East Madison. Because this involved negotiation with the same property owner, we later added that to the contract with A&R.

Finally, the property owner requested a permanent drainage easement to protect existing drainage patterns.

East Adams/East Madison Right-of-Way Acquisition

April 2018



RESOLUTION NO. _____

**A RESOLUTION APPROVING RIGHT OF WAY PURCHASE AGREEMENT
AND APPROVING DRAINAGE EASEMENT AGREEMENT**

WHEREAS, the City Council authorized A&R Land Services to negotiate the purchase of certain property to be used for street right-of-way for the 1200-1400 block of East Adams Street and for the 1400 block of East Madison Street; and

WHEREAS, A&R has conducted such negotiations and reached an accepted offer with the property owner; and

WHEREAS, in the course of these negotiations, it was also determined necessary to grant the property owner a permanent drainage easement to protect existing field drainage patterns.

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

Section 1. The City Council hereby approves the attached Purchase Agreement and Drainage Easement Agreement with Theodore C. Stewart as Trustee of the Theodore C. Stewart Living Trust.

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

PASSED AND APPROVED this 17th day of April, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

OFFICE INFORMATION ON CONTRACTS
BREAKDOWN SHEET


Owner Theodore C. Stewart as Trustee of the Theodore C. Stewart Living Trust dated August 4, 2008

Parcel 1 County Washington

Project City of Washington – East Adams Improvement City Washington, Iowa

The "breakdown" of the attached contract is as follows:

1.	Land to be acquired by fee title:	<u>.790</u> Acres	\$ <u>11,336.50</u>
1A.	Land to be acquired by underlying fee title:	<u>---</u> Acres	\$ <u>---</u>
2.	Land to be acquired by permanent easement:	<u>---</u> Acres	\$ <u>---</u>
3.	Land to be acquired by temporary construction easement:	<u>---</u> Acres	\$ <u>---</u>
4.	Buildings to be acquired:		\$ <u>---</u>
5.	Other improvements to be acquired, including fences:		\$ <u>---</u>
6.	Severance damage to remaining property:		\$ <u>7,363.42</u>
		TOTAL	\$ <u>18,699.92</u>

 COPY

PURCHASE AGREEMENT

PARCEL NO. 1 COUNTY Washington
 PROJECT City of Washington – East Adams Improvement ROAD NO. E. Adams Street
 SELLER: Theodore C. Stewart as Trustee of the Theodore C. Stewart Living Trust dated August 4, 2008

THIS AGREEMENT made and entered into this 27th day of MARCH, 2018 by and between Seller and the City of Washington, Iowa, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:
Part of the South Half (S1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), Section 16, Township 75, Range 7 West of the 5th Principal Meridian, Washington County, Iowa
 County of Washington, State of Iowa, and more particularly described on Exhibit A Page 4, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein
- 1b. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
- 2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
- 3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>0.00</u>	on conveyance of title	
\$ <u>0.00</u>	on surrender of possession	
\$ <u>18,699.92</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>18,699.92</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>		
Land by Fee Title	<u>.790</u>	Ac.	Fence: <u> </u> rods woven
Underlying Fee Title	<u> </u>	Ac.	Fence: <u> </u> rods barbed
Permanent Easement	<u> </u>	Ac.	
Temporary Easement for Borrow	<u> </u>	Ac.	

Info
← Closing

- 5. SELLER WARRANTS that there are no tenants on the premises holding under lease except:

- 6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
- 7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. Buyer agrees to pay the cost of abstract continuation. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
- 8. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
- 9. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
- 10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 11. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
- 12. Buyer agrees to allow tenant to finish the current lease term or compensate them for any loss of crop resulting from this transaction.
- 13. The North and South borders of the remaining property will be marked by a surveyor no later than 5/1/2018 to allow for the relocation of fence. Said demarcation will include at least two (2) additional points located on higher elevations to enable the correct location of the fences.
- 14. Buyer grants Seller permission to have and maintain a connection between the field tile located in the remaining property and the existing storm sewer system along the North side of E Adams Street. Buyer also agrees to provide a storm sewer inlet near the Southeast corner of Seller's remaining property so as to prevent water from backing up onto Seller's remaining property. The drainage easements and city obligation to provide storm sewer inlet shall constitute a permanent easement which shall run with the land retained by Seller and shall inure to the benefit of Seller, his heirs, successors and assigns.
- 15. Prior to construction, Buyer will construct a temporary construction fence along the entire length of the property to prevent workers from trespassing and causing damage on Seller's remaining property.
- 16. Buyer agrees to pay \$7,363.42 (included in the Total Lump Sum on page 1 of this agreement) for the relocation of existing fences impacted by this acquisition and will allow until 7/1/2018 for relocation to occur. (\$4,928.42 to cover the cost of relocating the fence on the North side of the property and \$2,435.00 to cover the cost of relocating the fence on the South side of the property).
- 17. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 18. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

REMAINDER OF PAGE INTENTIONALLY BLANK

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

THEODORE C. STEWART LIVING TRUST DATED AUGUST 4, 2008

X Theodore C. Stewart
Theodore C. Stewart, Trustee
37 Cedar Drive, Washington, IA 52353
(Mailing Address)

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA

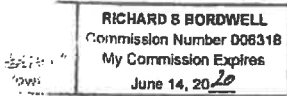
COUNTY OF WASHINGTON ss:

On this 27th day of March, AD. 2010
before me, the undersigned, a Notary Public in and for said State,
personally appeared Theodore C. Stewart

X to me personally known
or X provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
record, and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the record the person(s), or the entity
upon behalf of which the person(s) acted, executed the record.

R. Bordwell
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officers(s):

- N/A
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s)
 Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s),
- ADMINISTRATOR(s),
- or TRUSTEE(s):
- GUARDIAN(s)
- or CONSERVATOR(s)
- OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):
Theodore C. Stewart Living Trust dated
August 4, 2008

BUYER'S ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Washington, ss:

On this _____ day of _____, 20____, before me, the undersigned, personally
appeared, _____
known to me to be the
of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its
minutes, and said acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary
act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

BY _____
Recommended by: Ryan K. Gurwell, Project Manager

Date: _____

BY _____
Approved by:

Date: _____

City of Washington, Iowa

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

EXHIBIT A

The South 30 Feet and the North 30 Feet of the following described real estate:
Lot "F" of the Auditor's Subdivision of the Southwest Quarter (SW1/4) of Section 16, Township 75
North, Range 7 West of the 5th P.M., as shown by Plat Book 4, Page 543, in the office of the
County Recorder of Washington County, Iowa,

EXCEPT

Parcels C, D, E, and "Vacated 12th Ave." all of Lot F as shown on Plat Book 17 Page 339 in the
office of the County Recorder of Washington County, Iowa,

AND EXCEPT

Parcel L of F as shown on Plat Book 22 Page 244 in the office of the County Recorder of
Washington County, Iowa.

C-24

Prepared by: Richard S. Bordwell, 206 West Main St., Washington, IA 52353 Phone: 319-653-2177
Return documents to: Richard S. Bordwell, 206 West Main Street, Washington, IA 52353

DRAINAGE EASEMENT

On the date first indicated below, for good and valuable consideration, receipt of which is hereby acknowledged by Grantors, City of Washington, Iowa, does hereby grant, convey, transfer and set aside to Grantee, Theodore C. Stewart as Trustee of the Theodore C. Stewart Living Trust dated August 4, 2008, a permanent, perpetual easement for ingress and egress over and across the "Subordinated Property" described below for the benefit of the Grantee, his heirs, successors and assigns and for the benefit of the "Benefited Property."

1. Grantors are the owners of the following described property:

East Adams Street as it presently exists south of the Benefited Property and in addition, The South 30 Feet of the following described real estate:

Lot "F" of the Auditor's Subdivision of the Southwest Quarter (SW1/4) of Section 16, Township 75 North, Range 7 West of the 5th P.M., as shown by Plat Book 4, Page 543, in the office of the County Recorder of Washington County, Iowa,

EXCEPT

Parcels C, D, E, and "Vacated 12th Ave." all of Lot F as shown on Plat Book 17 Page 339 in the office of the County Recorder of Washington County, Iowa, AND EXCEPT

Parcel L of F as shown on Plat Book 22 Page 244 in the office of the County Recorder of Washington County, Iowa.

The City of Washington also owns a sewer line which crosses the southwest corner of Grantee's property described below.

2. Grantee is the owner of the following described property which is also described herein as the "Benefited Property":

Lot "F" of the Auditor's Subdivision of the Southwest Quarter (SW1/4) of Section 16, Township 75 North, Range 7 West of the 5th P.M., as shown by Plat Book 4, Page 543, in the office of the County Recorder of Washington County, Iowa, EXCEPTING the South 30 feet thereof and excepting the North 30 feet thereof and EXCEPT Parcels C, D, E, and "Vacated 12th Ave." all of Lot F as shown on Plat Book 17 Page 339 in the office of the County Recorder of Washington County, Iowa, AND EXCEPT Parcel L of F as shown on Plat Book 22 Page 244 in the office of the County Recorder of Washington County, Iowa.

3. EASEMENT DESCRIPTION. Grantors grant to Grantee, his heirs, successors and assigns, permission to have and maintain a connection between Grantor's field tile located on the "Benefited Property" described above and the existing city owned storm sewer system lying along the north side of East Adams Street and extending northwesterly across the corner of the southwest corner of the "Benefited Property". Grantors also agree to provide a storm sewer inlet on the north side of Adams Street near the southeast corner of the "Benefited Property" so as to prevent water from backing up on to Grantee's "Benefited Property". This Drainage Easement and the City's obligation to provide a storm sewer inlet shall continue as a permanent easement which shall run with the benefited land retained by Grantee and shall inure to the benefit of the Grantee's heirs, successors and assigns.

4. SPECIAL CONDITIONS. Consideration for this easement is included in the purchase agreement between the City of Washington as Buyer and the Grantee as Seller dated March 27, 2018.

5. Grantee, by his signature, acknowledges that this agreement has been agreed to and that the easement should be recorded in the Washington County Recorder's Office.

Dated this 27th day of MARCH, 2018.

CITY OF WASHINGTON, IOWA by:

THEODORE C. STEWART LIVING TRUST
DATED AUGUST 4, 2008 by:

Jaron Rosien, Mayor, Grantor

Theodore C. Stewart

Theodore C. Stewart, Trustee, Grantee

Illa Earnest, Clerk, Grantor

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

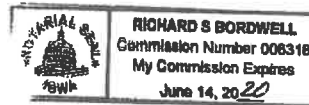
This instrument was acknowledged before me on this _____ day of _____, 2018, by _____ as _____ of City of Washington, Iowa.

_____, Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this 27th day of MARCH, 2018, by: Theodore C. Stewart as Trustee of the Theodore C. Stewart Living Trust dated August 4, 2008.

Richard S. Bordwell
_____, Notary Public



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



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

Memorandum

April 12, 2018

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Pamida Sewer Easement Agreements

In February, the City Council authorized a development agreement with Cornerstone Property Management, LLC, which included easement acquisition by the City for a new sanitary sewer main to be installed to serve both the renovated former Pamida Building and other future development. A&R Land Services negotiated these easement agreements and the sewer has been installed. We are now looking for final approval so we can make the payments for the permanent easements and get everything filed. The property owners were paid for their construction easements back in March.

**City of Washington - Pamida Sewer Project
Easement Payment Information**

Parcel #	Owner	Owner Contact Info	Owner Signed Amount
1	Kathleen Otterberg	1515 E Washington St., Washington, IA 52353 319-653-5398	\$ 1,830.00
2	David Nacos and Lisa Nacos	622 S. 15th Avenue, Washington, IA 52363 319-591-0838 nacos5@hotmail.com	\$ 1,020.00
3	Triple V Development, LLC	1430 Ridgeview Court, Washington, IA 52353 319-461-4125	\$ 1,715.00
3	David Nacos and Lisa Nacos	622 S. 15th Avenue, Washington, IA 52353 319-591-0838	\$ 1,715.00
4			\$ 6,280.00

RESOLUTION NO. _____

RESOLUTION APPROVING PERMANENT EASEMENT
AGREEMENTS WITH PROPERTY OWNERS
FOR THE FORMER PAMIDA BUILDING REDEVELOPMENT PROJECT

WHEREAS, the City of Washington, through a development agreement with Cornerstone Property Management, LLC, has arranged to construct, reconstruct and maintain utilities upon and under a portion of the attached described real property owned by the Grantors; and

WHEREAS, it is necessary to obtain easements for the said construction; and

WHEREAS, the Grantors have agreed to give the City of Washington, Iowa perpetual and continual easements for the purpose of constructing, reconstructing, and maintaining said utilities upon a portion of the real property of the Grantors, for considerations duly paid and acknowledged, as described in the attached Easement Agreements;

- A) Kathleen Otterberg;
- B) David and Lisa Nacos; and
- C) Triple V Development, LLC and David and Lisa Nacos.

NOW, THEREFORE, BE IT RESOLVED that the aforementioned Easement Agreements attached hereto be and the same are hereby approved, and the City Clerk is directed to record said Easement Agreements in the office of the County Recorder.

PASSED AND APPROVED this 17th day of April, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Prepared by: Ryan K. Gurwell, A & R Land Services, Inc., 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515) 337-1197
 Return to: Ryan K. Gurwell, A & R Land Services, Inc., 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515) 337-1197
 SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

PARCEL NO. 1 CITY Washington
 PROJECT City of Washington - Pamela Sewer COUNTY Washington

SELLER: Kathleen Otterberg, a single person

THIS AGREEMENT made and entered into this 9th day of February, 2018, by and between Seller and the **CITY OF WASHINGTON, IOWA**, Buyer.

1. SELLER AGREES to sell and furnish to Buyer an easement, on form(s) furnished by Buyer, and Buyer agrees to buy the following easement, situated in parts of the following real estate, hereinafter referred to as the premises:
Lot 4 and 5 of the Auditor's Subdivision of the SE¼ of the SW¼ of Section 16, Township 75 North, Range 7 West of the 5th P.M. as is recorded in Recorder's Plat Book 4 on Page 252 in the office of the Washington County Recorder, City of Washington, County of Washington, State of Iowa, and more particularly described on Page 4, including: a perpetual easement for sanitary sewer main right-of-way, including the right to enter, reenter, construct, maintain, repair, and replace a sanitary sewer main, together with the necessary appurtenances, and a temporary easement for a sanitary sewer main, including the right to enter, reenter, and construct a sanitary sewer main.
- 1b. Said Temporary Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except Seller has a five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 *Renegotiation of Damages* of the Code of Iowa.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. Buyer shall exercise due care in entering or reentering the premises and shall compensate the Seller for actual damages caused to the premises or to Buyer's remaining property. Upon completion of construction, Seller may assume full use and enjoyment of the premises, except the Seller shall not construct permanent improvements within the perpetual easement area.
3. Buyer agrees to pay and SELLER AGREES to grant this easement as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
<u>\$1,830.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
<u>\$1,830.00</u>	TOTAL LUMP SUM	

<u>BREAKDOWN</u>	<u>ACRES</u>
Land by Fee Title	_____
Permanent Easement	<u>.2056</u>
Temporary Easement	<u>.2399</u>

4. Names and addresses of lienholders are: None
5. If requested to do so, SELLER will deliver to Buyer an abstract of title to the premises for continuation. SELLER AGREES to provide such documents as may be required to convey the easement rights to the Buyer. Buyer agrees to pay court approval costs and all other costs necessary to transfer the easement rights to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER – ONE COPY RETAINED BY SELLER

PARCEL NO. 1 CITY Washington
 PROJECT City of Washington - Pemida Sewer COUNTY Washington
 SELLER: Kathleen Otterberg, a single person

6. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Don Moeller, 2719 240th St., Washington, IA 52353
7. If applicable, Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by construction shall be repaired or relocated at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.
10. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except: None
11. Area restoration and reconstruction of fencing removed for construction purposes shall be done by the Buyer at the Buyer's sole expense.
12. Buyer shall exercise due care in entering or re-entering said real estate, and shall compensate the Seller for actual damages caused to said real estate or to Seller's remaining property. The Buyer shall pay for all damages to lawns, landscaping, roads and driveways, fences, livestock, crops, fields, drain tile, crop loss reduction in yield due to compaction or other factors, and other property caused by the construction or maintenance of said sanitary sewer main. For crop damages, the Buyer agrees to pay 100% of the crop damaged area for the construction year based on average yield and local grain prices during the construction year. After construction, the Buyer agrees to assess the damaged area, and pay for the actual compacted area based on a 3-year schedule for future reduction in yield due to compaction. The schedule will be 50% for the first year after construction, 25% for the second year, and 25% for the third year based on average yield and local grain prices during the construction year. Payment for all of the above-referenced damages in this paragraph shall be paid by the Buyer after an assessment has been completed of the actual damaged area, and adjustments shall be made as necessary based on any current agricultural leases. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any sanitary sewer main or any appurtenance thereto, the Buyer shall restore the Easement Area and Temporary Easement Area in good and workmanlike manner. In agricultural areas, the land within the easement area will be tilled and returned to a condition suitable for continued farming; and in urban areas, restoration of lawns by seeding to a condition comparable to its condition before construction. It is anticipated that seeding will be completed shortly after substantial completion of the construction project, as weather permits, and that lawns will return to near preconstruction condition within 3 years of construction. The Seller will be responsible for watering of new grass, if necessary, after seeding is complete.
13. Buyer and Seller shall have the right to change the grade, elevation or contour of any part of the easement area as necessary, subject to Buyer and Seller agreeing to maintain a minimum of two (2) feet of fill dirt over the sanitary sewer main pipe, but manholes are hereby accepted at surface level as necessary by both the Buyer and Seller. The Buyer shall have the right to restore any changes in grade, elevation or contour made to the easement area that compromises the sanitary sewer main pipe.
14. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
15. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.

(Remainder of page intentionally blank)

PARCEL NO. 1 CITY Washington
PROJECT City of Washington - Pamida Sewer COUNTY Washington

SELLER: Kathleen Otterberg, a single person

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

BY: Kathleen Otterberg
Kathleen Otterberg
1515 E Washington St.
Washington, IA 52353

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Washington) ss:

On this 19th day of February, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathleen Otterberg, a single person,

or _____ to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument as his/her/their voluntary act and deed or the voluntary act and deed of said entity by it voluntary executed.

[Signature]
(Sign in Ink)



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

BUYER'S ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Washington, ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared, _____ known to me to be the _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

BY _____
Recommended by: Ryan K. Gurwell, Project Manager

Date: _____

BY _____
Approved by:

Date: _____

City of Washington, Iowa

INDEX LEGEND	
LOCATION:	PART OF LOTS 4 & 5 SE 1/4 - SW 1/4 SECTION 16-75-7 WASHINGTON, IOWA
PROPRIETOR:	KATHLEEN OTTERBERG
REQUESTED BY:	CITY OF WASHINGTON, IOWA
PREPARED BY:	GARY W. KEITH
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



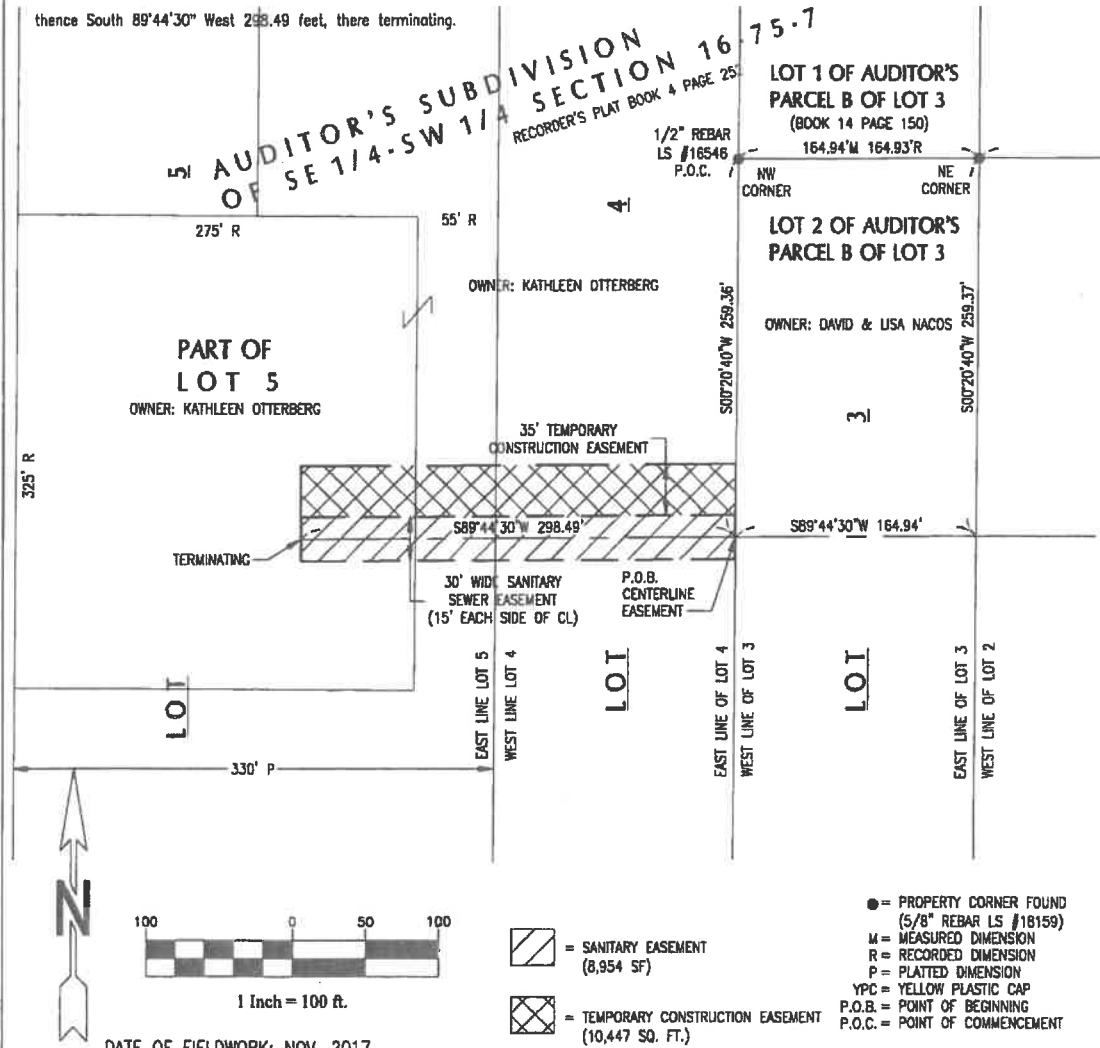
GARDEN & ASSOC.

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

RESERVED FOR RECORDER'S USE

EASEMENT PLAT

A permanent Thirty foot (30') wide Sanitary Sewer Easement Fifteen feet (15') each side of the centerline and a Thirty-five foot (35') wide Temporary Construction Easement lying on the North side of said permanent easement, over, under, through and across a portion of Lot Four (4) and Five (5) of the Auditor's Subdivision of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Sixteen (16), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in the City of Washington, Washington County, Iowa the centerline is more particular described as follows: Commencing at the Northwest corner of said Lot 2 of Auditor's Parcel B of Lot 3 of the SE 1/4 of the SW 1/4 section 16: thence South 00°20'40" West 259.36 feet along the East line of said Lot 4 of the SE 1/4 of the SW 1/4 Section 16 to the point of beginning; thence South 89°44'30" West 298.49 feet, there terminating.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Gary Wayne Keith, P.L.S. Date
 License number: 11420
 My license renewal date is December 31, 2018
 Pages or sheets covered by this seal: 1 OF 1



KATHLEEN OTTERBERG
SEWER EASEMENT
PART OF LOT 4 AND 5 SE 1/4 - SW 1/4
SECTION 16-75-7
WASHINGTON, IOWA

DATE: 01-18	DRN. AML	APP.
FLD.BK.	PROJ.NO. 3017207	

Prepared by: Ryan K. Gurwell, A & R Land Services, Inc., 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515) 337-1197
 Return to: Ryan K. Gurwell, A & R Land Services, Inc., 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515) 337-1197
 SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

PARCEL NO. 2 CITY Washington
 PROJECT City of Washington - Pamida Sewer COUNTY Washington

SELLER: David Nacos and Lisa Nacos, husband and wife

THIS AGREEMENT made and entered into this 1st day of March, 2018, by and between Seller and the CITY OF WASHINGTON, IOWA, Buyer.

1. SELLER AGREES to sell and furnish to Buyer an easement, on form(s) furnished by Buyer, and Buyer agrees to buy the following easement, situated in parts of the following real estate, hereinafter referred to as the premises:
Lot 2 of Auditor Parcel "B", Washington, Iowa, in accordance with the survey recorded in Plat Book 23, Page 341-342, Plat Records of Washington County, Iowa. Lot 2 of Auditor Parcel "B" being a part of Auditor Parcel "B" as is recorded in Book 14 on Page 150 in the office of the Washington County Recorder being of Lot 3 of the Sub-Division of the SE 1/4 of the SW 1/4 as is recorded in Book 4 on Page 252 in the office of the Washington County Recorder and all being of Section 16, Township 75 North, Range 7 West of the 5th P.M., City of Washington, County of Washington, State of Iowa, and more particularly described on Page 4, including: a perpetual easement for sanitary sewer main right-of-way, including the right to enter, reenter, construct, maintain, repair, and replace a sanitary sewer main, together with the necessary appurtenances, and a temporary easement for a sanitary sewer main, including the right to enter, reenter, and construct a sanitary sewer main.
- 1b. Said Temporary Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except Seller has a five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 *Renegotiation of Damages* of the Code of Iowa.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. Buyer shall exercise due care in entering or reentering the premises and shall compensate the Seller for actual damages caused to the premises or to Buyer's remaining property. Upon completion of construction, Seller may assume full use and enjoyment of the premises, except the Seller shall not construct permanent improvements within the perpetual easement area.
3. Buyer agrees to pay and SELLER AGREES to grant this easement as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$1,020.00 _____	on possession and conveyance	60 days after Buyer approval _____
\$1,020.00 _____	TOTAL LUMP SUM	

<u>BREAKDOWN</u>	<u>ACRES</u>
Land by Fee Title	_____
Permanent Easement	0.1136 _____
Temporary Easement	0.1325 _____

4. Names and addresses of lienholders are: None

DISTRIBUTION: TWO COPIES RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

PARCEL NO. 2 CITY Washington
 PROJECT City of Washington - Pamida Sewer COUNTY Washington

SELLER: David Nacos and Lisa Nacos, husband and wife

5. If requested to do so, SELLER will deliver to Buyer an abstract of title to the premises for continuation. SELLER AGREES to provide such documents as may be required to convey the easement rights to the Buyer. Buyer agrees to pay court approval costs and all other costs necessary to transfer the easement rights to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
6. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Donald Maeller, 2719 240th St. Washington, IA 52353
7. If applicable, Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by construction shall be repaired or relocated at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.
10. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except: None
11. Area restoration and reconstruction of fencing removed for construction purposes shall be done by the Buyer at the Buyer's sole expense.
12. Buyer shall exercise due care in entering or re-entering said real estate, and shall compensate the Seller for actual damages caused to said real estate or to Seller's remaining property. The Buyer shall pay for all damages to lawns, landscaping, roads and driveways, fences, livestock, crops, fields, drain tile, crop loss reduction in yield due to compaction or other factors, and other property caused by the construction or maintenance of said sanitary sewer main. For crop damages, the Buyer agrees to pay 100% of the crop damaged area for the construction year based on average yield and local grain prices during the construction year. After construction, the Buyer agrees to assess the damaged area, and pay for the actual compacted area based on a 3-year schedule for future reduction in yield due to compaction. The schedule will be 50% for the first year after construction, 25% for the second year, and 25% for the third year based on average yield and local grain prices during the construction year. Payment for all of the above-referenced damages in this paragraph shall be paid by the Buyer after an assessment has been completed of the actual damaged area, and adjustments shall be made as necessary based on any current agricultural leases. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any sanitary sewer main or any appurtenance thereto, the Buyer shall restore the Easement Area and Temporary Easement Area in good and workmanlike manner. In agricultural areas, the land within the easement area will be tilled and returned to a condition suitable for continued farming; and in urban areas, restoration of lawns by seeding to a condition comparable to its condition before construction. It is anticipated that seeding will be completed shortly after substantial completion of the construction project, as weather permits, and that lawns will return to near preconstruction condition within 3 years of construction. The Seller will be responsible for watering of new grass, if necessary, after seeding is complete.
13. Buyer and Seller shall have the right to change the grade, elevation or contour of any part of the easement area as necessary, subject to Buyer and Seller agreeing to maintain a minimum of two (2) feet of fill dirt over the sanitary sewer main pipe, but manholes are hereby accepted at surface level as necessary by both the Buyer and Seller. The Buyer shall have the right to restore any changes in grade, elevation or contour made to the easement area that compromises the sanitary sewer main pipe.
14. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
15. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.

(Remainder of page intentionally blank)

PARCEL NO. 2 CITY Washington
PROJECT City of Washington - Parnida Sewer COUNTY Washington

SELLER: David Nacos and Lisa Nacos, husband and wife

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

BY: [Signature]
David Nacos
622 S. 15th Avenue
Washington, IA 52363

BY: [Signature]
Lisa Nacos
622 S. 15th Avenue
Washington, IA 52363

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Washington } ss:

On this 17th day of March, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared David Nacos and Lisa Nacos, husband and wife.

or to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument as his/her/their voluntary act and deed or the voluntary act and deed of said entity by it voluntarily executed.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

[Signature]
(Sign in Ink)



BUYER'S ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Washington, ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared, _____, known to me to be the

of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

BY: [Signature]
Recommended by: Ryan K. Gurwell, Project Manager

Date: 3/14/18

BY: _____
Approved by:

Date: _____

City of Washington, Iowa

INDEX LEGEND	
LOCATION:	PART OF LOT 3 OF SE 1/4 - SW 1/4 SECTION 16-75-7 WASHINGTON, IOWA
PROPRIETOR:	DAVID AND LISA NACOS
REQUESTED BY:	CITY OF WASHINGTON, IOWA
PREPARED BY:	GARY W. KEITH
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



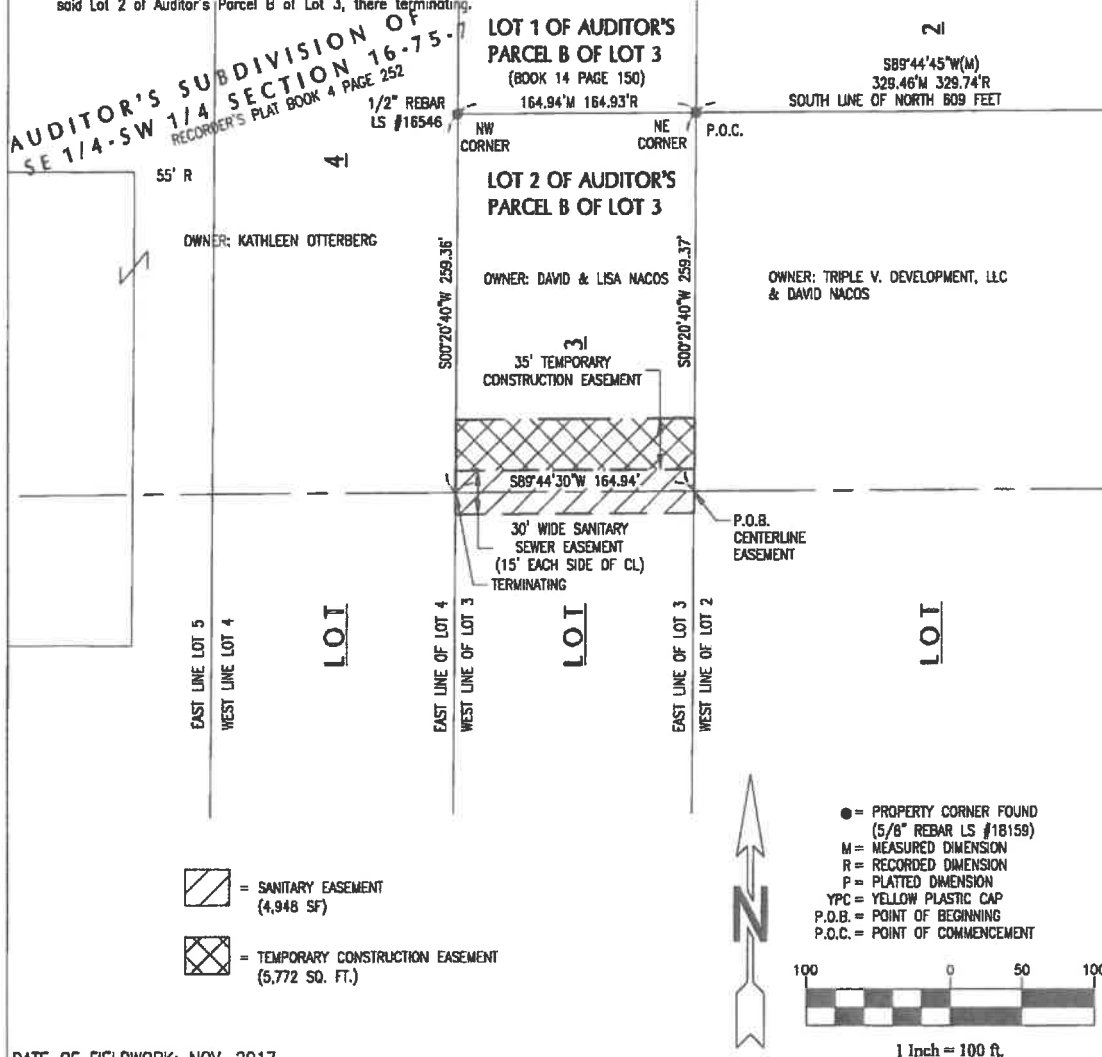
GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

EASEMENT PLAT

A permanent Thirty foot (30') wide Sanitary Sewer Easement Fifteen feet (15') each side of the centerline and a Thirty-five foot (35') Wide Temporary Construction Easement lying on the North side of said permanent easement over, under, through and across a portion of Lot Two (2) of Auditor's Parcel B of Lot Three (3) of the Auditor's Subdivision of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Sixteen (16), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in the City of Washington, Washington County, Iowa the centerline is more particular described as follows: Commencing at the Northeast corner of said Lot 2 of Auditor's Parcel B of Lot 3; thence South 00°20'40" West 259.37 feet along the East line thereof to the Point of Beginning of these easements; thence South 89°44'30" West 164.94 feet to the West line of said Lot 2 of Auditor's Parcel B of Lot 3, there terminating.



= SANITARY EASEMENT (4,948 SF)

= TEMPORARY CONSTRUCTION EASEMENT (5,772 SQ. FT.)

- = PROPERTY CORNER FOUND (5/8" REBAR LS #18158)
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION
- YPC = YELLOW PLASTIC CAP
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Gary Wayne Keith, P.L.S. Date
License number: 11420
My license renewal date is December 31, 2018
Pages or sheets covered by this seal: 1 OF 1



DAVID & LISA NACOS
SEWER EASEMENT
PART OF LOT 3 OF SE 1/4 - SW 1/4
SECTION 16-75-7
WASHINGTON, IOWA

DATE: 01-18	DRN. AML	APP.
FLD.BK.	PROJ.NO. 3017207	

Prepared by: Ryan K. Gurwell, A & R Land Services, Inc., 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515) 337-1197
 Return to: Ryan K. Gurwell, A & R Land Services, Inc., 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515) 337-1197
 SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

PARCEL NO. 3 CITY Washington
 PROJECT City of Washington - Parnida Sewer COUNTY Washington

SELLER: Triple V Development, LLC and David Nacos and Lisa Nacos, his wife

THIS AGREEMENT made and entered into this 14th day of March, 2018, by and between Seller and the CITY OF WASHINGTON, IOWA, Buyer.

1. SELLER AGREES to sell and furnish to Buyer an easement, on form(s) furnished by Buyer, and Buyer agrees to buy the following easement, situated in parts of the following real estate, hereinafter referred to as the premises:
Lot 2 except the North 609 Feet of the Auditor's Subdivision of the SE 1/4 of the SW 1/4 of Section 16, Township 75 North, Range 7 West of the 5th P.M. as is recorded in Recorder's Plat Book 4 on Page 252 in the office of the Washington County Recorder, City of Washington, County of Washington, State of Iowa, and more particularly described on Page 5, including: a perpetual easement for sanitary sewer main right-of-way including the right to enter, reenter, construct, maintain, repair, and replace a sanitary sewer main, together with the necessary appurtenances, and a temporary easement for a sanitary sewer main including the right to enter, reenter, and construct a sanitary sewer main.
- 1b. Said Temporary Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except Seller has a five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 *Renegotiation of Damages* of the Code of Iowa.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. Buyer shall exercise due care in entering or reentering the premises and shall compensate the Seller for actual damages caused to the premises or to Buyer's remaining property. Upon completion of construction, Seller may assume full use and enjoyment of the premises, except the Seller shall not construct permanent improvements within the perpetual easement area.
3. Buyer agrees to pay and SELLER AGREES to grant this easement as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$3,430.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$3,430.00	TOTAL LUMP SUM	

<u>BREAKDOWN</u>	<u>ACRES</u>
Land by Fee Title	_____
Permanent Easement	<u>.3957</u>
Temporary Easement	<u>.4094</u>

4. Names and addresses of lienholders are: None
5. If requested to do so, SELLER will deliver to Buyer an abstract of title to the premises for continuation. SELLER AGREES to provide such documents as may be required to convey the easement rights to the Buyer. Buyer agrees to pay court approval costs and all other costs necessary to transfer the easement rights to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER – ONE COPY RETAINED BY SELLER

PARCEL NO. 3 CITY Washington
 PROJECT City of Washington - Pamda Sewer COUNTY Washington

SELLER: Triple V Development, LLC and David Nacos and Lisa Nacos, his wife

6. SELLER WARRANTS that there are no tenants on the premises holding under lease except: John Lidweiler, 7210 220th St., Ames, IA 50201
7. If applicable, Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by construction shall be repaired or relocated at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.
10. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except: None
11. Area restoration and reconstruction of fencing removed for construction purposes shall be done by the Buyer at the Buyer's sole expense.
12. Buyer shall exercise due care in entering or re-entering said real estate, and shall compensate the Seller for actual damages caused to said real estate or to Seller's remaining property. The Buyer shall pay for all damages to lawns, landscaping, roads and driveways, fences, livestock, crops, fields, drain tile, crop loss reduction in yield due to compaction or other factors, and other property caused by the construction or maintenance of said sanitary sewer main. For crop damages, the Buyer agrees to pay 100% of the crop damaged area for the construction year based on average yield and local grain prices during the construction year. After construction, the Buyer agrees to assess the damaged area, and pay for the actual compacted area based on a 3-year schedule for future reduction in yield due to compaction. The schedule will be 50% for the first year after construction, 25% for the second year, and 25% for the third year based on average yield and local grain prices during the construction year. Payment for all of the above-referenced damages in this paragraph shall be paid by the Buyer after an assessment has been completed of the actual damaged area, and adjustments shall be made as necessary based on any current agricultural leases. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any sanitary sewer main or any appurtenance thereto, the Buyer shall restore the Easement Area and Temporary Easement Area in good and workmanlike manner. In agricultural areas, the land within the easement area will be tilled and returned to a condition suitable for continued farming; and in urban areas, restoration of lawns by seeding to a condition comparable to its condition before construction. It is anticipated that seeding will be completed shortly after substantial completion of the construction project, as weather permits, and that lawns will return to near preconstruction condition within 3 years of construction. The Seller will be responsible for watering of new grass, if necessary, after seeding is complete.
13. Buyer and Seller shall have the right to change the grade, elevation or contour of any part of the easement area as necessary, subject to Buyer and Seller agreeing to maintain a minimum of two (2) feet of fill dirt over the sanitary sewer main pipe, but manholes are hereby accepted at surface level as necessary by both the Buyer and Seller. The Buyer shall have the right to restore any changes in grade, elevation or contour made to the easement area that compromises the sanitary sewer main pipe.
14. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
15. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.

(Remainder of page intentionally blank)

PARCEL NO. 3 CITY Washington
PROJECT City of Washington - Pamida Sewer COUNTY Washington

SELLER: Triple V Development, LLC and David Nacos and Lisa Nacos, his wife

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

TRIPLE V DEVELOPMENT, LLC

BY: Matthew J. Vogel
Matthew J. Vogel, Manager

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF _____) ss:

On this 1st day of March, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew J. Vogel,

_____ to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument as his/her/their voluntary act and deed or the voluntary act and deed of said entity by it voluntary executed.

[Signature]
(Sign in Ink)



BY: David Nacos
David Nacos
622 S. 15th Avenue
Washington, IA 52353

BY: Lisa Nacos
Lisa Nacos
622 S. 15th Avenue
Washington, IA 52353

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s):
Manager
- _____ Corporate Seal is affixed
_____ No Corporate Seal procured
- _____ PARTNER(s):
_____ Limited Partnership
_____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s) or TRUSTEE(s)
- _____ GUARDIAN(s) or CONSERVATOR(s)
- _____ OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Triple V Development, LLC

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Washington) ss:

On this 1st day of March, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared David Nacos and Lisa Nacos, his wife,

_____ to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument as his/her/their voluntary act and deed or the voluntary act and deed of said entity by it voluntary executed.

[Signature]
(Sign in Ink)



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- _____ CORPORATE
Title(s) of Corporate Officer(s):

- _____ Corporate Seal is affixed
_____ No Corporate Seal procured
- _____ PARTNER(s):
_____ Limited Partnership
_____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s) or TRUSTEE(s)
- _____ GUARDIAN(s) or CONSERVATOR(s)
- _____ OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

PARCEL NO. 3 CITY Washington
PROJECT City of Washington - Pamida Sewer COUNTY Washington

BUYER'S ACKNOWLEDGMENT

STATE OF Iowa,
COUNTY OF Washington, ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared, _____, known to me to be the _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

BY _____
Recommended by: Ryan K. Gurwell, Project Manager

Date: _____

BY _____
Approved by:

Date: _____

City of Washington, Iowa

INDEX LEGEND	
LOCATION:	PART OF LOT 2 OF SE 1/4 - SW 1/4 SECTION 16-75-7 WASHINGTON, IOWA
PROPRIETOR:	TRIPLE V. DEVELOPMENT & DAVID NACOS
REQUESTED BY:	CITY OF WASHINGTON, IOWA
PREPARED BY:	GARY W. KEITH
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



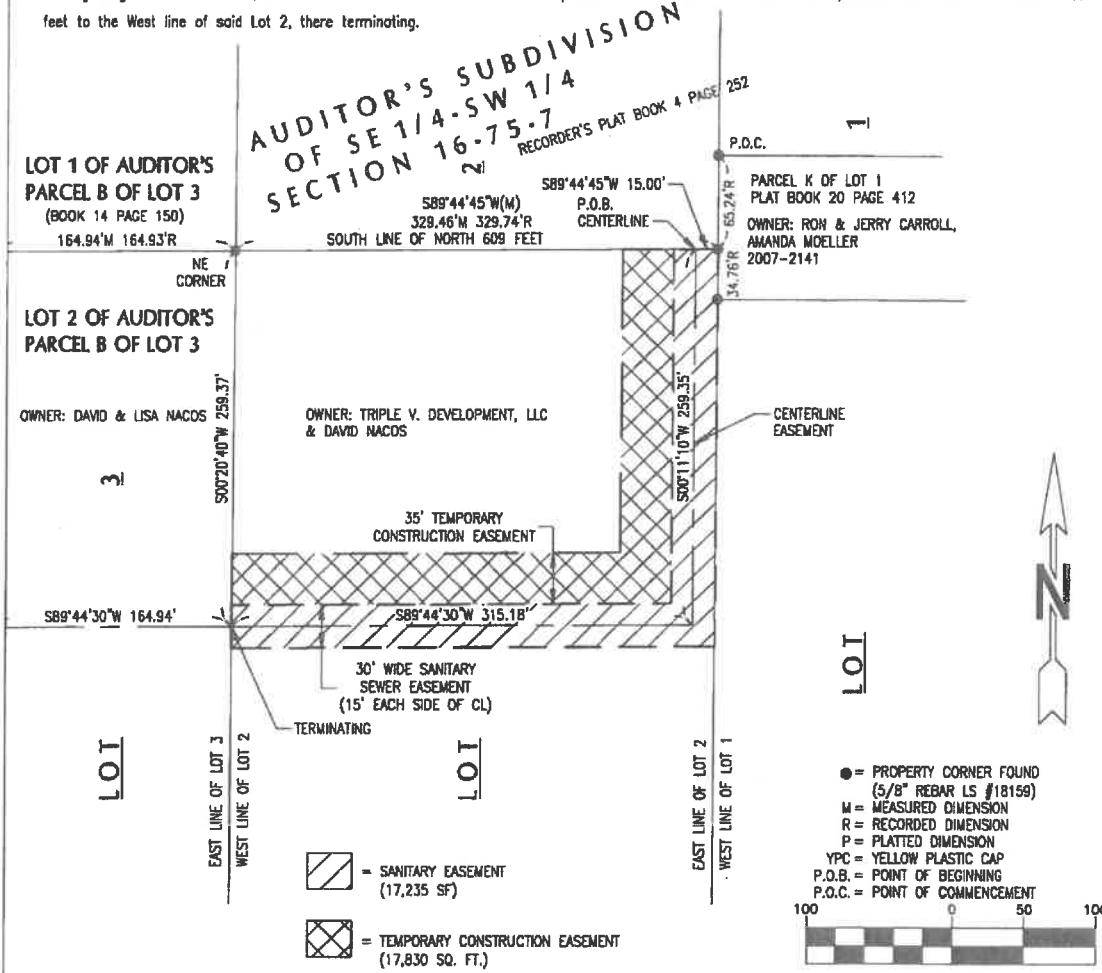
GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

EASEMENT PLAT

A permanent Thirty foot (30') wide Sanitary Sewer Easement Fifteen feet (15') each side of the centerline and a Thirty-five foot (35') wide Temporary Construction Easement lying on the North and West sides of said permanent easement, over, under, through and across a portion of Lot Two (2) of the Auditor's Subdivision of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Sixteen (16), Township Seventy-five (75) North, Range Seven (7) West of the 5th P.M. in the City of Washington, Washington County Iowa and is more particularly described as follows:
Commencing at the Northwest corner of Parcel K of Lot One (1) of said SE 1/4 of the SW 1/4 Section 16 as shown on page 252 in Recorder's Plat Book 4; thence South 00°11'10" West 65.24 feet along the West line of said Parcel K to the Southeast corner of the North 609 feet of said Lot 2 of the SE 1/4 of the SW 1/4 Section 16; thence South 89°44'45" West 15.00 feet along the South line of the North 609 feet of said Lot 2 to the Point of Beginning of said centerline; thence South 00°11'10" West 259.35 feet parallel with the East line of said Lot 2; thence South 89°44'30" West 315.18 feet to the West line of said Lot 2, there terminating.



DATE OF FIELDWORK: NOV. 2017

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Gary Wayne Keith, P.L.S. Date
 License number: 11420
 My license renewal date is December 31, 2018
 Pages or sheets covered by this seal: 1 OF 1



TRIPLE V. DEVELOPMENT, LLC
& DAVID NACOS
SEWER EASEMENT
PART OF LOT 2 OF SE 1/4 - SW 1/4
SECTION 16-75-7
WASHINGTON, IOWA

DATE: 01-18	DRN. AML	APP.
FLD.BK.	PROJ.NO. 3017207	

RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF CONTINUED FUNDING OF STATEWIDE
REIMBURSEMENT OF COMMERCIAL/INDUSTRIAL
PROPERTY TAX REVENUE BACKFILL**

WHEREAS, reforms approved by the Iowa Legislature in 2013 created a reduction in property values subject to taxation for commercial, industrial and railroad properties;

WHEREAS, the Iowa Legislature also established a statewide reimbursement to local governments to fund property tax revenue reductions resulting from the reforms, also known as “the backfill”;

WHEREAS, the Iowa Legislature has approved a full appropriation to the backfill since its inception;

WHEREAS, local governments efficiently provide essential community services and budget appropriately to meet its commitment to citizens;

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

Section 1. That the City Council supports the continued funding of the backfill by the Iowa Legislature to help ensure local governments are able to provide effective community services.

Passed and approved this 17th day of April, 2018.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

The information below comes from the Iowa League of Cities' Legislative Link email from April 6, 2018, and has been updated to include Washington's info:

Backfill

[HSB678](#) passed out of a House subcommittee on Wednesday afternoon. The bill proposes to phase out backfill payments to local taxing authorities beginning in Fiscal Year 2019 (July 1, 2018). Because state law requires that city budgets be certified by March 15 of each year, all cities have already finished their budgeting process. Cities will be unable to make changes to make up for any reduction in revenue, potentially forcing them to make difficult and extreme budget cuts. It is very important that you reach out to your legislators now to let them know the impact HSB678 will have on your community and its citizens.

	Appropriation	Cities Receive
Current	100% of Standing Appropriation: \$152,113,438.76	\$53,494,619.99
	Washington Receives	\$115,328.47

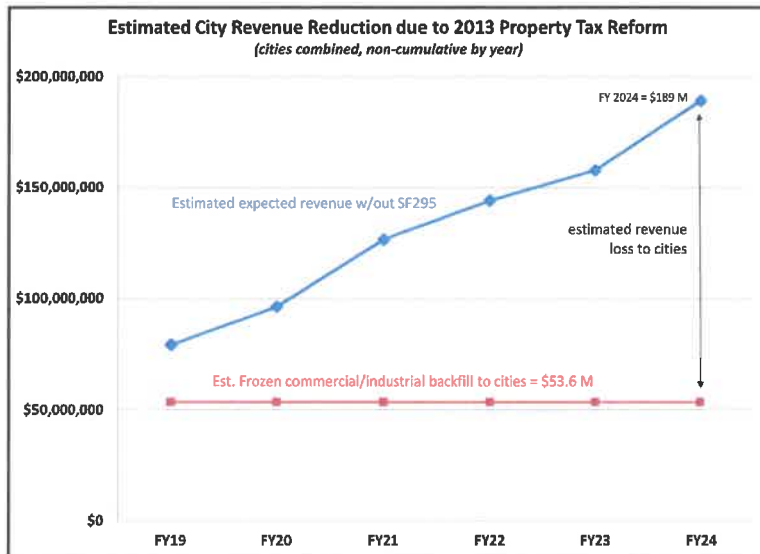
Impact of HSB678	State Appropriation for Backfill Claims after HSB678	City Portion of Backfill (based on FY18 Claims)	Shortfall	Annual Effect on Washington's Budget
FY19 ALREADY ADOPTED	\$100 Million	\$35,239,463.01	-\$18,255,156	(\$39,356.07)
FY20	\$75 Million	\$26,429,597.25	-\$27,065,021	(\$58,349.17)
FY21	\$50 Million	\$17,619,731.50	-\$35,874,888	(\$77,342.27)
FY22*	\$25 Million	\$8,809,865.75	-\$44,684,754	(\$96,335.37)

*HSB678 sets the annual backfill appropriation at \$25 million after FY22

Commercial and Industrial Property Tax Backfill: City Impact

SF295 was adopted in 2013 and hailed as “the largest property tax cut in Iowa’s history.” The stated purpose of the bill was to provide property tax relief to commercial and industrial property taxpayers.

Throughout the legislative process it was realized that such a large revenue cut would have detrimental impacts to local government finances and the services they provide to citizens. To address this concern, a compromise was made to replace, or “backfill”, the direct loss with an amount that would increase for a couple of years and then be “frozen” in FY2017. However, while the amount of state backfill has been frozen, the impact to local governments is not. As commercial and industrial property values continue to grow, the backfill remains the same, resulting in a **\$133 million gap by FY2024**.



The property tax reform has 4 components that significantly impact city revenues:

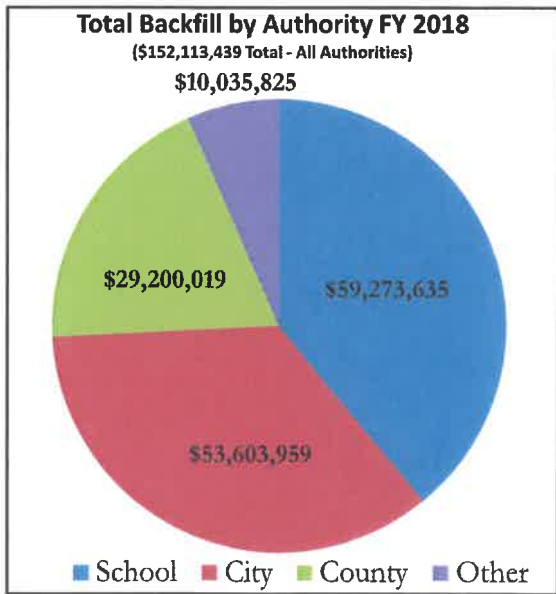
1. Reduced commercial, industrial and railroad taxable values
2. Reduced the statewide allowable growth limitation for residential property and coupled it to ag growth
3. Created a new multi-residential property class with reduced rollback percentage to match that of residential property in FY 2024 (revenue loss to cities - no backfill)
4. Created a new telecommunication property tax exemption

Responsible for health, welfare, public safety, sanitation and recreational opportunities, cities are on the front line of providing services that citizens need and expect.

Such services include:

- Public safety (police, fire and other emergency services)
- Community and economic development
- Drinking water, wastewater and storm water infrastructure
- Local transportation infrastructure
- Public spaces such as libraries and quality of life initiatives including cultural and recreational amenities

- Backfill payments to local governments are distributed bi-annually in September and March (441.21A.6.b)
- Municipal Budgets are required to be certified by March 15th for the FY beginning July 1st



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