



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, JUNE 5, 2018

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 5, 2018 to be approved as proposed or amended.

**Consent:**

1. Council Minutes May 15, 2018
2. Fox Engineering, Water Treatment Plant Improvements, \$18,702.12
3. Fox Engineering, City Hall Interceptor Reroute, \$3,820.00
4. Fox Engineering, Well #6 Pump Replacement, \$715.00
5. Fox Engineering, S. 0.5 MG Elevated Water Storage Tank Improvements, \$1,572.25
6. A & R Land Services, E. Adams St., Improvement Project, \$732.75
7. A & R Land Services, Pamida Sewer Project, \$1,317.10
8. Smith & Loveless, Inc., Electrical Motor for Grit Agitator Drive (WWTP), \$1,099.32
9. Garden & Assoc., 2018 Sealcoat Project, \$852.90
10. Garden & Assoc., E. Washington St. Sidewalk Extension Plan, \$3,251.25
11. Global Software, Annual TAC10 Software Maintenance Renewal, \$11,680.00
12. Canadian Pacific Railway, N. 4<sup>th</sup> Ave. Railroad Grade Crossing, \$3,365.03
13. Smokin'Joe's Tobacco and Liquor Outlet #9, 304 W. Madison St., Cigarette License  
**(renewal)**
14. Hy-Vee Food Store, 528 S. Hwy #1, Cigarette License, **(renewal)**
15. Hy-Vee Wine and Spirits, 1004 W. Madison St., Cigarette License **(renewal)**
16. Halcyon House, 1015 S. Iowa Ave., Class C Liquor License (LC), (Commercial), Sunday  
Sales, **(renewal)**
17. Department Reports

**Consent – Other:**

1. MSA, Wellness Park Phase 1, Design and Bidding, \$9,000.00
2. Tricon Construction, Water Treatment Plant Improvements, \$771,562.21

**Claims & Financial Reports:**

Claims for June 5, 2018

**SPECIAL PRESENTATION**

Chamber of Commerce Request for Additional Parking Spaces for Tractorcade.

**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 Second Reading of an Ordinance Creating a New Chapter 43, Park Regulations.
3. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 92 (Water Rates) and Chapter 99 (Sewer Use Charge)

**NEW BUSINESS**

1. Discussion and Consideration of Contractor Surcharge Request for Joint City-County Recycling Center.
2. Discussion and Consideration of Revised Recommendation for E. Main St. and 2<sup>nd</sup> Ave. Intersection/Stoplights.
3. Discussion of Changing Yield Signs to Stop Signs at 7<sup>th</sup> Avenue and E. Jefferson Street Intersection.
4. Discussion and Consideration of First Reading of an Ordinance Amending Chapters 65 & 69 – Traffic and Parking Regulations.
5. Discussion and Consideration of Housing Study Contribution.
6. Discussion and Consideration of a Resolution Endorsing Application for Mini-Grant Funds
7. Discussion and Consideration of Quotes for Relocation of Generator to Maintenance Shop.
8. Discussion and Consideration of a Resolution Adopting Procurement Policy.
9. Discussion and Consideration of a Resolution Amending Sidewalk Inspection Program.
10. Discussion and Consideration of a Resolution Authorizing Assessment to Washington County Treasurer.
11. Discussion and Consideration of a Resolution Acknowledging Fulfillment of a Contract for Sale of Real Property.
12. Closed Session Per Iowa Code 21.5(i) – Personnel.

**DEPARTMENTAL REPORT**

Police Department  
City Attorney  
City Administrator

**MAYOR & COUNCILPERSONS**

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

**ADJOURNMENT**

Illa Earnest, City Clerk

## Council Minutes 05-15-2018

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 May 15, 2018 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Stigers, Youngquist. Absent: none.

Motion by Youngquist, seconded by Stigers, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, May 15, 2018 be approved as proposed. Motion carried.

Mayor Rosien noted the passing of Tom Tanner, a sixty-four year member of the Washington Fire Department and a two term city councilman.

### Consent:

1. Council Minutes May 1, 2018
2. Design Alliance, Fire Station Project - Professional Services, \$11,023.68
3. MSA Professional Services, Wellness Park Phase I Design & Bidding, \$9,000.00
4. Iowa Finance Authority, Water Treatment Plant Improvements, Principal, Interest, & Service Fee, \$8,159.45
5. Iowa Finance Authority, West Side Interceptor, Principal, Interest, & Service Fee, \$112,852.50
6. Iowa Finance Authority, Wastewater Treatment Plant, Principal, Interest, & Service Fee, \$594,645.00
7. Bankers Trust, General Obligation Bonds, Series 2016C, Principal, Interest, & Service Fee, \$565,250.00
8. Bankers Trust, General Obligation Capital Loan Notes, Series 2015, Principal, Interest, & Service Fee, \$188,893.75
9. Bankers Trust, General Obligation Refunding Bonds, Series 2016A, Principal, Interest, & Service Fee, \$138,185.00
10. Bankers Trust, General Obligation Refunding Bonds, Series 2016B, Principal, Interest, & Service Fee, \$43,331.25
11. Bankers Trust, General Obligation Capital Loan Note, Series 2018A, Flat Fee, \$300.00
12. Cedar Rapids Bank & Trust, 2006 Urban Renewal TIF Revenue Bonds, Principal & Interest, \$25,053.50
13. Washington State Bank, 2013 General Obligation Bonds, Principal & Interest, \$48,896.68
14. Washington State Bank, 2014 General Obligation Bonds, Principal & Interest, \$50,715.09
15. BP One Trip, 1504 E. Washington St., Retail Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
16. The Corner Stop, 100 E. Madison St., Retail Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
17. Fareway Stores, #554, 301 N. Marion Ave., Retail Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
18. Casey's General Store #1624, 1002 W. Madison St., Retail Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
19. Casey's General Store # 3528, 1730 E. Washington St., Retail Cigarette/Tobacco/Nicotine/Vapor Permit **(renewal)**
20. Department Reports

### Consent - Other:

1. Washington Chamber of Commerce (Family Day), Central Park, Class B Beer Permit (BB) (Includes Wine Coolers) **(new)**

Gault requested that item 3 be removed from the consent agenda.

Motion by DeLong, seconded by Gault, to approve the consent agenda items 1-2 and 4-20. Motion carried.

Motion by DeLong, seconded by Youngquist, to approve consent agenda item #3. Motion carried. Gault voted "no".

Motion by DeLong, seconded by Gault, to approve the consent-other. Motion carried.

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

Finance director Kelsey Brown gave the financial reports for April, 2018.

Motion by Gault, seconded by Stigers, to accept the financial reports for April, 2018. Motion carried.

Motion by Youngquist, seconded by Moore, to approve the requests from the Chamber of Commerce for the Family Day and the Tratorcade Events. Motion carried.

Presentations from the Public: none.

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

Motion by Gault, seconded by Youngquist, to affirm the mayoral appointment of Isabella Santoro to the Hotel/Motel Tax Fund Administration Committee. Motion carried.

Motion by Youngquist, seconded by DeLong, to approve the Resolution of Support and Financial Commitment for Main Street Washington. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. (**Resolution No. 2018-063**)

Motion by Moore, seconded by Youngquist, to approve the Resolution Creating a New Fund 541 (K-9 Program). Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. (**Resolution No. 2018-064**)

Motion by DeLong, seconded by Gault, to approve the Resolution Approving KCTC Maintenance and Warehouse Building Site Plan. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. (**Resolution No. 2018-065**)

Mayor Rosien announced that now is the time for the public hearing for the FY18 budget amendment.

No written or oral objections were received.

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

Motion by Youngquist, seconded by Gault, to approve the Resolution Amending the FY18 Budget. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-066)**

Mayor Rosien announced that now is the time for the public hearing on Plans, Specifications, Form of Contract and Estimate of Cost for the 2018 Sealcoat Program.

No written or oral objections were received.

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

Motion by Stigers, seconded by Youngquist, to approve the Resolution Approving Plans, Specifications, Form of Contract and Estimate of Cost for the 2018 Sealcoat Program. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-067)**

One bid for the 2018 Sealcoat Program was received from L.L. Pelling Company.

Motion by DeLong, seconded by Gault, to approve the Resolution Awarding Contract for the 2018 Sealcoat Program to L.L. Pelling Company in the amount of \$49,432.15. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-068)**

Bids received for the Fire Station Utilities and Grading Project:

G & R Miller Construction	\$433,767.55
DeLong Construction	\$478,387.40
Cornerstone Construction	\$569,868.70

Motion by Gault, seconded by Stigers, to approve the Resolution Awarding Contract for the Fire Station Utilities and Grading Project to G & R Miller Construction in the amount of \$433,767.55. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-069)**

Motion by Youngquist, seconded by Moore, to approve the Proposal from Terracon for Geotechnical Services for the Fire Station Utilities and Grading Project. Motion carried.

Bids received for the Fire Station Phase I Renovations:

City Construction	\$147,300.00
Seydel Construction	\$184,000.00

Motion by DeLong, seconded by Stigers, to approve the Resolution Awarding Contract for the Fire Station Phase I Renovations to City Construction in the amount of \$147,300.00. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-070)**

Motion by Stigers, seconded by Youngquist, to approve the Resolution Adopting a Sidewalk Inspection Program. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-071)**

Motion by DeLong, seconded by Gault, to approve the Resolution Authorizing Service of Certificates of Notice Directing Sidewalk Repairs (Trip Hazard Program) . Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-072)**

Motion by Stigers, seconded by Moore, to approve the Resolution Endorsing an Application for Funding (East Central Iowa Housing Trust Fund). Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-073)**

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. 2018-074)**

Motion by Stigers, seconded Youngquist, to approve the first reading of an Ordinance Creating a New Chapter 43 “Park Regulations”. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried.

Motion by DeLong, seconded by Stigers, to approve the first reading of an Ordinance Amending Chapter 92 (Water Rates) and Chapter 99 (Sewer Use Charge). Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried.

After discussion, motion by Youngquist, seconded by Stigers, to approve the Resolution Calling for a Special Election to fill the Ward 1 Vacancy. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-075)**

There was no closed session. The closed session will be held at the June 5, 2018, meeting.

Motion by Gault, seconded by Stigers, that the Regular Session held at 6:00 P.M., Tuesday, May 15, 2018, be adjourned. Motion carried.

Illa Earnest, City Clerk



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 42857  
 Date 04/30/2018

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

Professional Services for the Period of 04/01/2018 to 04/28/2018

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

**Construction Administration**  
 Professional Fees

15,739.22

Reimbursables

133.90

Outside Services

Stutz Consultants, Ltd

750.00

Phase subtotal

16,623.12

Commissioning & Post-Construction

Professional Fees

2,079.00

Phase subtotal

2,079.00

**Invoice total \$18,702.12**

Approved by: \_\_\_\_\_





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 42871  
 Date 04/30/2018

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

Professional Services for the Period of 04/01/2018 to 04/28/2018

**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	9,500.00	9,500.00	0.00
Bidding	6,500.00	50.00	0.00	3,250.00	3,250.00
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	65.87	31,925.00	35,175.00	3,250.00

**Standard Hourly Rate Phases**

**IDNR Permit Fees**

Professional Fees  
 Reimbursables

Billed Amount

270.00  
 300.00

Phase subtotal

570.00

**Invoice total \$3,820.00**

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 42859  
 Date 04/30/2018

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

Professional Services for the Period of 04/01/2018 to 04/28/2018

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Design</b>	28,324.00	100.00	28,324.00	28,324.00	0.00
<b>Bidding</b>	4,768.00	100.00	4,768.00	4,768.00	0.00
<b>Total</b>	<b>33,092.00</b>	<b>100.00</b>	<b>33,092.00</b>	<b>33,092.00</b>	<b>0.00</b>

	Billed Amount
<b>Construction Administration</b>	
Professional Fees	326.00
Outside Services	
Riesberg Engineering Company	390.00
Phase subtotal	716.00
<b>Invoice total</b>	<b>\$716.00</b>

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 42858  
 Date 04/30/2018

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

Professional Services for the Period of 04/01/2018 to 04/28/2018

**Lump Sum Phases**

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

**Standard Hourly Rate Phases**

**Construction Administration**

	Billed Amount
Professional Fees	1,100.25
Outside Services	472.00
<b>Phase subtotal</b>	<b>1,572.25</b>

**Invoice total \$1,572.25**

Approved by:  \_\_\_\_\_

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

# A & R Land Services, Inc.

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

Invoice No. WASH-ADAMS-18-4

## 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 5/18/2018  
Order No. WASH-ADAMS-18

Qty	Description	Unit Price	TOTAL
	<b>APRIL 2018</b>		
9.75	ROW Services for City of Washington, Iowa East Adams Street Improvement Project	\$65.00	\$633.75
171	Mileage for project trips taken.	\$0.545	\$93.20
	Color copies/printing.	\$0.50	
58	Black and white copies/printing.	\$0.10	\$5.80
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
	SubTotal		\$732.75
	Shipping & Handling		\$0.00
	Taxes Iowa		

### Payment Details

- Cash  
 Check  
 Credit Card

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

SubTotal \$732.75  
Shipping & Handling \$0.00  
Taxes Iowa  
**TOTAL \$732.75**

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-18-4

## 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 5/18/2018  
Order No. WASH-PAMIDA-18

Qty	Description	Unit Price	TOTAL
	<b>APRIL 2018</b>		
16	ROW Services for City of Washington, Iowa Pamida Sewer Project	\$75.00	\$1,200.00
171	Mileage for project trips taken.	\$0.545	\$93.20
4	Color copies/printing.	\$0.50	\$2.00
219	Black and white copies/printing.	\$0.10	\$21.90
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
	SubTotal		\$1,317.10
	Shipping & Handling		\$0.00
	Taxes Iowa		
	<b>TOTAL</b>		<b>\$1,317.10</b>

### Payment Details

- Cash  
 Check  
 Credit Card

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

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

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

Your Expert Right of Way Resource



**Smith & Loveless, Inc.**

14040 Santa Fe Trail Drive  
Lenexa, KS 66215-1284, USA  
Phn: 913.888.5201  
Fax: 913.888.5520  
www.smithandloveless.com

**INVOICE 126322**

SALES ORDER NO. <b>PS99383</b>		DATE INVOICED <b>05/14/18</b>	
PACKING SLIP NO. <b>PS99383* 1</b>		DATE SHIPPED <b>05/14/18</b>	
CUSTOMER PURCHASE ORDER NO. <b>VERBAL</b>			
SALES REPRESENTATIVE <b>VESSCO, INC.</b>			CODE <b>DA</b>
SHIPPED VIA <b>BEST WAY</b>			PPD <b>X</b>
PAYMENT TERMS <b>NET 30</b>			TAX <b>X</b>
			TAX CODE <b>A1</b>

No material may be returned to Smith & Loveless for credit or replacement without a return goods authorization.  
Contact Parts Dept., 800-922-9048 option 5.

<b>SOLD TO</b>	<b>10*12809 CITY OF WASHINGTON ATTN: ACCOUNTS PAYABLE PO BOX 516 WASHINGTON IA 52353 USA</b>	<b>SHIP TO</b>	<b>10*12809 CITY OF WASHINGTON 1065 W. BUCHANNON WASHINGTON, IA 52353 USA</b>
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ITEM	PRODUCT/DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B.O.	UNIT PRICE	TOTAL PRICE
001	7L230258-3AA002NO MOTOR 1 1/2 HP 1800 RPM 3/60/208-230/460V TEFC SEE 95L100 FOR	1	1		1074.12000	1,074.12
Chg	FRP PARTS FREIGHT FREIGHT FOR PARTS ORDERS		1			25.20

ORDER EMAILED BY JASON WHISLER 05/11/2018.  
PHN: (319) 653-2638 EMAIL: JWHISLER@WASHINGTONIOWA.GOV  
S/N 03-02437

610-6-8015- 6350 Initials FD BH  
EXP. new explosion proof electrical motor for grit agitator drive  
Vender # \_\_\_\_\_ Date Rec. 5-15-18  
Due Date \_\_\_\_\_ Inv # \_\_\_\_\_

**REMIT TO:**  
**Smith & Loveless, Inc.**  
**P.O. BOX 2383**  
**Shawnee Mission, KS 66201**

ATTN: If we have charged State and local sales taxes, and you are tax exempt, please forward with your remittance a copy of your exemption certificate.

<b>SUBTOTAL</b>	<b>1,099.32</b>
<b>DISCOUNT</b>	<b>0.00</b>
<b>TAX</b>	<b>0.00</b>
<b>Credit</b>	<b>0.00</b>
<b>US Dollars</b>	<b>1,099.32</b>

**Customer**



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

May 23, 2018  
Invoice No: 36577

Project 5018131 Washington - 2018 Sealcoat Project  
Client ID# 20040

**Professional Services for the Period: April 20, 2018 to May 17, 2018**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	5.00	141.00	705.00	
Technician #5	1.50	69.00	103.50	
Totals	6.50		808.50	
<b>Total Professional Services</b>				<b>808.50</b>

### Unit Billing

Copies-Specs.			44.40	
<b>Total Units</b>			<b>44.40</b>	<b>44.40</b>

**Total Project Invoice Amount \$852.90**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

May 23, 2018

Invoice No: 36576

Project 5018070 Washington - East Washington Street - Sidewalk Extension Plan  
Client ID# 20040

**Professional Services for the Period: April 20, 2018 to May 17, 2018**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	5.00	141.00	705.00	
Engineer #3	24.25	105.00	2,546.25	
Totals	29.25		3,251.25	
<b>Total Professional Services</b>				<b>3,251.25</b>
		<b>Total Project Invoice Amount</b>		<b>\$3,251.25</b>

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



Invoice No. MN1800446  
 Date 5/25/2018  
 Due Date 7/1/2018  
 Customer No. WAS1801  
 Page 1 of 1

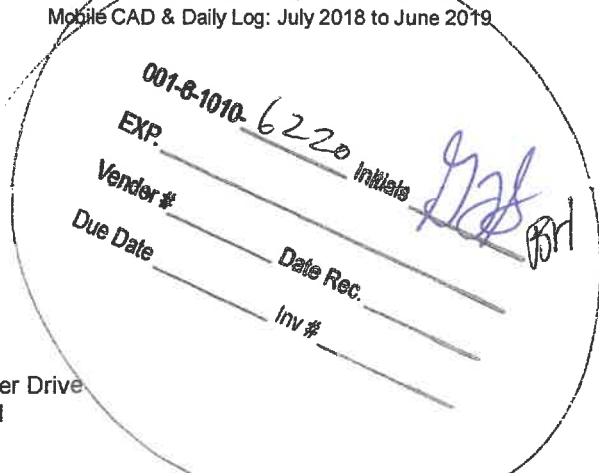


Bill To  
 Washington Police Department  
 Chief Greg Goodman  
 215 E Washington St.  
 Washington, IA 52353  
 USA

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

Contract/Project Number	Purchase Order	Payment Terms	Currency
		Start of Maint Period	HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
NOTE	Annual TAC10 Maintenance Renewal	1.00	0.00	0.00
	***IMPORTANT*** Changes or Cancellations MUST be received via email to kbays@harriscomputer.com and will take effect 30 days after receipt.  We appreciate your business!			
NOTE	The following is part of Contract pricing, billed 45% to PD	1.00	0.00	0.00
	2016 = Yr3 \$24,300, 2017 = Yr4 \$25,029, 2018 = Yr5 \$25,780, 2019 = Yr6 \$26,553			
TAC-RMS	RMS: July 2018 to June 2019	1.00	4,292.00	4,292.00
TAC-CAD	CAD: July 2018 to June 2019	1.00	3,527.00	3,527.00
TAC-MOBILE	Mobile: July 2018 to June 2019	1.00	2,169.00	2,169.00
TAC-RMS	Evidence: July 2018 to June 2019	1.00	551.00	551.00
TAC-CAD	Admin: July 2018 to June 2019	1.00	631.00	631.00
TAC-RMS-INT	Interfaces: July 2018 to June 2019	1.00	430.00	430.00
NOTE	The following is Not part of Contract Pricing, billed 45% to PD	1.00	0.00	0.00
TAC-CAD-INT	Bulberry CAD Interface: July 2018 to June 2019	1.00	57.00	57.00
TAC-MOBILE	Mobile CAD & Daily Log: July 2018 to June 2019	1.00	23.00	23.00



Subtotal	11,680.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	11,680.00

Remit To:  
 TAC10  
 62133 Collections Center Drive  
 Chicago, IL 60693-0621

Invoice Questions? Please call Phil Bagshaw at 613-226-5511 ext 2026 OR e-mail pbagshaw@harriscomputer.com

Tax Exempt? Please send your exemption certificate to the address above or email it to kbays@harriscomputer.com

**Thank you for your business!**



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



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

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## **Memorandum**

May 30, 2018

To: Mayor & City Council  
Cc: City Administrator & City Clerk

From: Kelsey Brown  
Finance Director

Re: Canadian Pacific Railway

We received an invoice from December 20, 2013 in regards to the North 4<sup>th</sup> Avenue railroad grade crossing. It appears we never received the invoice and it took them 5 years to realize that. We have since received information from someone that took over our account. We have a copy of the initial contract and the amount owed to them is actually less than the original agreed upon amount. I have attached a copy of the original contract for your information. Please let me know if you have any questions.

# Canadian Pacific Railway

# INVOICE

Sold To: Washington City of  
P.O. Box 516  
Washington, IA 52353-0516

Invoice No : 1800006260  
Invoice Date : 12/20/2013  
Account No : 1016170  
Bill Type : CONSTRUCTION  
Currency : USD

Total Amount of Invoice: \$ 3,365.03  
Summary

Interest: Service Charges will be applied to all overdue amounts at a rate of up to 12.00% per annum

Entity : DME Prepared in accordance with FHWA 23CFR, Part 140 (I). Complete itemization on Final Billing Statement.

Washington, IA Washington County North 4th Street DOT: 607322U RR MP: 257.37  
IA Agreement: 04/25/11 CPR Project: 119610  
Installation of grade crossing surface

Billing Share Proportions: IADOT @ 60% / \* City of Washington @ 20% / CPR @ 20%

Description	Amount
Labor	\$ 4,636.21
Material - Stock / Non-stock	\$ 4,733.94
Equipment	\$ 1,022.09
Other Services - Expenses, Lodging, Purchases	\$ 3,856.81
Sub-Total @ * Customers Share Proportion	\$ 14,249.06
* Total	\$ 14,249.06
Less Prior Progressive Bills	\$ 10,884.03
	\$ 3,365.03

This is to advise that we store banking information from your check payment in a secure CPR data base. It is used by our accounting department to apply your payments to our receivables. For additional information, or to obtain access to your file or to rectify such information, please contact us at the following address or phone number.

Inquiries to: Cherech Allam, Sr. Joint Facilities Accountant  
Address: 5<sup>th</sup> Floor - 120 South 6<sup>th</sup> Street, Minneapolis MN 55402  
Tel. No.: (612) 851-5640 Fax No.: (612) 851-5666  
E-Mail: Cherech\_Allam@CPR.CA

Please remit to: P.O. Box 71978, Chicago, IL 60694-1978

Payment terms: Net due 30 days from the date of the invoice

Please make your cheque payable to Canadian Pacific Railway Company covering charges for services rendered by Canadian Pacific Railway Company, SOO Line Railroad Company, Delaware and Hudson Railroad Company, Inc. and Dakota, Minnesota and Eastern Railroad Corporation for : \$ 3,365.03 in USD Currency.

Please return to: Canadian Pacific Railway Company  
P.O. Box 71978, Chicago, IL. 60694-1978

Invoice No.: 1800006260 12/20/2013  
Account No.: 1016170

Total amount of invoice: USD \$ 3,365.03  
Payment Amount:

PLEASE INDICATE THE ACCOUNT NUMBER AND INVOICE NUMBERS ON YOUR REMITTANCE

Customer Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

**Business Information:**

Trade Name/DBA Smokin' Joe's Tobacco and Liquor outlet # 9

Physical Location Address 304 W. Madison St City Washington ZIP 52353

Mailing Address 1916 N. Sturdevant St City Davenport State IA ZIP 52804

Business Phone Number 563-322-8340

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP The Outlet Inc.

Mailing Address 1916 N. Sturdevant St. City Davenport State IA ZIP 52804

Phone Number 563-322-8340 Fax Number 563-322-8348 Email tom@smokinjoesoutlets.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store

Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Has vending machine that assembles cigarettes  Other  \_\_\_\_\_

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

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

Name (please print) Joeseeph S. DePaepe

Name (please print) \_\_\_\_\_

Signature 

Signature \_\_\_\_\_

Date 05/30/2018

Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515.281.7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

**Business Information:**

Trade Name/DBA Hy-Vee, Inc. DBA Hy-Vee  
Physical Location Address 528 S Hwy #1 City Washington ZIP 52353  
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266  
Business Phone Number 319-653-5406

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.  
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266  
Phone Number 515-267-2874 Fax Number 515-559-2467 Email jrusso@hy-vee.com

**Retail Information:**

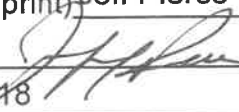
Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

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

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

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

Name (please print) Jeff Pierce Name (please print) \_\_\_\_\_  
Signature  Signature \_\_\_\_\_  
Date 05/21/2018 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

**Business Information:**

Trade Name/DBA Hy-Vee, Inc. DBA Hy-Vee Wine and Spirits  
Physical Location Address 1004 W Madison St City Washington ZIP 52353  
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266  
Business Phone Number 319-653-5406

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.  
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266  
Phone Number 515-267-2874 Fax Number 515-559-2467 Email jrusso@hy-vee.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

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

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

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

Name (please print) Jeff Pierce Name (please print) \_\_\_\_\_  
Signature  Signature \_\_\_\_\_  
Date 05/21/2018 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Applicant License Application ( LC0042761 )**

<b>Name of Applicant:</b> <u>Wesley Retirement Services, Inc.</u>		
<b>Name of Business (DBA):</b> <u>Halcyon House</u>		
<b>Address of Premises:</b> <u>1015 S Iowa Ave</u>		
<b>City</b> <u>Washington</u>	<b>County:</b> <u>Washington</u>	<b>Zip:</b> <u>52353</u>
<b>Business</b> <u>(319) 653-7264</u>		
<b>Mailing</b> <u>1015 S Iowa Ave</u>		
<b>City</b> <u>Washington</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52353</u>

**Contact Person**

<b>Name</b> <u>Christine L. Marshall</u>
<b>Phone:</b> <u>(319) 653-8313</u> <b>Email</b> <u>cmarshall@wesleylife.org</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 07/27/2017

**Expiration Date:** 07/26/2018

**Privileges:**

Class C Liquor License (LC) (Commercial)  
Sunday Sales

**Status of Business**

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

**Ownership**

**Robert Kretzinger**

**First Name:** Robert      **Last Name:** Kretzinger  
**City:** Johnston      **State:** Iowa      **Zip:** 50131  
**Position:** CEO  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Frank Tallerico**

**First Name:** Frank      **Last Name:** Tallerico  
**City:** Johnston      **State:** Iowa      **Zip:** 50131  
**Position:** CFO  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Kristy VanderWiel**

**First Name:** Kristy      **Last Name:** VanderWiel  
**City:** Johnston      **State:** Iowa      **Zip:** 50131  
**Position:** Vice President of People and Culture

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Christine Marshall**

**First Name:** Christine

**Last Name:** Marshall

**City:** Washington

**State:** Iowa

**Zip:** 52353

**Position:** Executive Director

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Illinois Union Insurance Company

**Policy Effective Date:** 07/27/2017

**Policy Expiration** 07/27/2018

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**



## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for April 2018**

**By Nicholas Duvall**

We began mowing in April and mowed each cemetery once. We have been settling graves, and hauling dirt as weather allows. Our second seasonal employee started on 4/23. We mulched many trees at Elm Grove this month also. We began seeding graves and some seeding for M/C and tree removals. We also spread rock on roads in soft areas in both cemeteries. We had to replace the water heater in the office as well. The old one sprung a leak in the tank. We got a smaller point of use type water heater, as we only use hot water to wash our hands. Hopefully we will save some money on utilities by not having a tank style. I also attended an EAB meeting.

We have had 5 funerals at Elm Grove this month, 26 funerals total so far this year. This month we plan to continue with funeral services, settling and seeding graves, mowing and trimming, mulching, and normal spring maintenance. We will also be working on cemetery records updating as time allows.

**WWTP report  
June 5, 2018  
Council meeting**

- **After hour alarm and dog call outs –**
  - 13<sup>th</sup> Lexington lift station, high water alarm, 1:25 a.m. Parker
  - 19<sup>th</sup> dog call, Safety Center reported a dog to be picked at MOCO, 6:59 a.m. Parker
  - 20<sup>th</sup> dog call, Safety Center reported a dog to be picked up at 615 North 6<sup>th</sup>, 9:32 a.m. Parker
  - 25<sup>th</sup> WWTP, SCADA communication failure alarm, 8:27 p.m. Fred
  - 26<sup>th</sup> dog call, Safety Center reported a dog to be picked up at the PD, 1:00 p.m. Tony C
  - 26<sup>th</sup> dog call, Safety Center reported a dog to be picked up at O'Reilly's, 4:00 p.m. Tony C
  - 26<sup>th</sup> dog call, Safety Center reported a dog to be picked up at 415 West 2<sup>nd</sup>, 6:40 p.m. Parker
  - 26<sup>th</sup> dog call, Safety Center reported dog to be picked up at 626 W Madison, 9:20 p.m. Parker
  - 29<sup>th</sup> WWTP, high TSS alarm, 3:05 a.m. Fred
  - 30<sup>th</sup> dog call, Safety Center reported a dog to be picked up at 1401 E Main, 12:30 a.m. Parker
- **Dept Head meetings -** I attended the meetings on May 15<sup>th</sup>, 22<sup>nd</sup>, and 29<sup>th</sup>.
- **WWTP hoists and cranes –** Midwest Overhead Crane Corporation is expected to be here on June 4, 2018 to perform the annual WWTP hoist/crane inspections. The annual inspection is required OSHA.
- **WWTP and lift station mowing –** Trying to keep up with the mowing.
- **Batwing mower –** Jason hooked the batwing wing mower up to the LS tractor. He finished mowing the East EQ basin field, West EQ basin field, the business park field, City farm, and the wet lands on HWY1.
- **Variable Drive Frequency (VFD) fan replacement for SBR blower #4 –** JETCO was here on May 22<sup>nd</sup> to install the new fan in the VFD.
- **WWTP and lift station valve inspections –** Jason has been working on the valve inspection list at the WWTP and the lift stations. The inspection includes working all valves, slide gates, and weir gates for proper opening and closing without problems. This is a very valuable inspection to ensure all valves and gates are working properly so if repairs are needed flows and waste streams can be shut off to the equipment that is being serviced or repaired.
- **Annual WWTP effluent toxicity test results –**We received the results from the University of Iowa Hygienic Laboratory for our effluent composite that was collected on May 14, 2018 we passed the toxicity test. We won't be required to test for toxicity again until May of 2019.
- **Saturday mornings –** May 26, 2018 was the last Saturday morning the WWTP & YWC was open from 7:00 a.m. to 10 a.m. so Washington residents could haul their own yard waste. We plan to be open (TBD) again on Saturday mornings in the fall.
- **Office/Lab building water heater –** Currently our 100 gallon water heater is considered a boiler. It requires yearly inspection and certification. The water heater is scheduled to be replaced sometime in the near future. We heard there were some changes being made to the State of Iowa boiler rules and regs. I contacted the Iowa Division of Labor Boiler Division to see if the new water heater would be exempt under the new rules and regs. I was informed if the water heater was installed after July 1, 2018 it would no longer be considered a boiler or require inspection and certification. Hopefully it will last that long. I have contacted two area plumbers for quotes for replacement and installation.

- **WWTP equipment** – Jason and Parker have been servicing WWTP equipment as the SCADA controls let us know when it's time for maintenance. They have also power washed some of the equipment, too.
- **Dog pound report for May 2018** – Eighteen (18) calls total for May 2018. Eight (8) call outs during normal hours and ten (10) call outs after hours. Ten dogs (10) dogs were returned to their owners. Five (5) dogs the owner's showed up on arrival. One (1) quarantined, then escaped from the pound and then recaptured. One (1) dog still in the pound.

**Fred E Doggett**  
**6/1/2018 8:30 AM**

## MAINTENANCE & CONSTRUCTION DEPT. REPORT

5-5-18/5-18-18

**STREETS:** Personnel cold patched a big portion of the City. The street sweeper operated and cleaned the downtown each of the last two Thursday evenings. Personnel installed 4-2 Hour Parking signs in the 100 block of West Jefferson St.

**WATER DISTRIBUTION:** Personnel replaced the Aquatic Center's 4 inch gate valve on their service line. Personnel also assisted the Park's with replacing a broken 3 inch Schedule 80 pool inlet line. Personnel repaired a fire hydrant located at 1221 South Iowa. Personnel installed a new farm hydrant at Green Field. Personnel began and finished an 8 inch water main east of South 2nd Ave between East Madison/East Jefferson, installing 3 new 8 inch gate valves and one fire hydrant while re:attaching the existing fire hydrant. Personnel repaired the 8th water main break of the year located at 808 West main, where a 4 inch CIP was replaced with 3ft of 4 inch PVC.

**SEWER COLLECTION:** Personnel investigated a few sewer issues, one located at 715 North Iowa where jetting and vacking took place and the other located at 424 East Washington St.

**STORM SEWER COLLECTION:** Personnel unplugged numerous intakes with the recent rains.

**MECHANIC/SHOP:** Personnel serviced PD Chief Tahoe (A/C leaks in rear A/C lines-bypassed and recharged), #611 (replaced treadle valve and ABS modulator valve body and reseal power steering pump and change oil), #104 (dropped off and picked up from Ross's-front end alignment after new tires were replaced), PD 905 (A/C issues), PD 97 (new water pump, thermostat, belt, tensioner, alternator, replace steering sway bar bushings

and end links, mount summer tires, replace surge tank and salt eliminate) and Street Sweeper (replace electric water pump).

OTHER: Personnel attended a SASSO meeting on Backhoe Safety & Alcohol-Drug Awareness. Personnel hauled away spoil from the shop and hauled multiple loads of 1 inch ballast and 1 inch Road Stone back to the stockpile. Four personnel assisted the Cemetery weed eating in preparation for Memorial Day weekend. Yard waste pick up continued, as well as One Call Locates including 57 the last two weeks.

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.



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

May 31, 2018  
Project No: R10322002.0  
Invoice No: 4  
Project Manager: Jacob Huck  
Client Liaison: Shawn O'Shea

Project R10322002.0 Washington Wellness Park Phase 1 Design & Bidding  
**Professional Services from April 29, 2018 to May 26, 2018**

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Wellness Park Phase 1 Design & Bidding	90,000.00	60.00	54,000.00	45,000.00	9,000.00
Total Fee	90,000.00		54,000.00	45,000.00	9,000.00
<b>Total Fee</b>					<b>9,000.00</b>
<b>AMOUNT DUE THIS INVOICE:</b>					<b>\$9,000.00</b>



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

**Contractor's Application for Payment No. 7R**

Application Period: 4/01/18 - 4/30/18		Application Date: 6/1/2018	
To (Owner): City of Washington	From (Contractor): Tricon Construction	Via (Engineer): Fox Engineering Inc, 414 South 17th Street, Ste107, Ames, IA 50010	
Project: Water Treatment Plant Improvements, City of Washington, Washington, Iowa	Contract: Washington WTP		
Owner's Contract No	Contractor's Project No : 17-011-1A	Engineer's Project No 2489-11A	

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 4,943,000.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 4,943,000.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 3,157,272.98
			5. RETAINAGE:	
			a. 5% X \$2,284,074.14 Work Completed.....	\$ 1,142,037.07
			b. 5% X \$873,198.84 Stored Material.....	\$ 436,599.42
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 1,578,636.49
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 2,999,409.33
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 2,227,847.12
			8. AMOUNT DUE THIS APPLICATION.....	\$ 771,562.21
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 1,943,599.67
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

**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: 6-01-18

Payment of \$ 771,562.21  
(Line 8 or other - attach explanation of the other amount)

is recommended by: R. BAKER PE 6/1/2018  
(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)

## CITY OF WASHINGTON, IOWA

## CLAIMS REPORT FOR JUNE 5, 2018

<b>POLICE</b>	ALLIANT ENERGY	SERVICE	261.79
	ALTENHOFEN, SHAMUS	REIMBURSEMENT FOR ASSISTANC	10.00
	ARNOLD MOTOR SUPPLY	PARTS	117.56
	BDH TECHNOLOGY	TECHNICAL SUPPORT	161.68
	CHARLES CAPPER AUTO CENTER INC	PARTS	154.44
	CINTAS CORP LOC. 342	RUG SERVICE	67.22
	CITY OF WASH - PETTY CASH	VARIOUS DEPT CHARGES	50.97
	COLBERT CARPET CARE	CARPET CLEANING	182.16
	CUSTOM IMPRESSIONS INC	JUNIOR POLICE BADGE STICKE	47.98
	JOHN DEERE FINANCIAL	DOG FOOD	18.99
	MARCO, INC.	COPIER	327.91
	MOORE'S BP AMOCO INC	TOWING AND STORAGE	275.00
	QUILL	OFFICE SUPPLIES	122.71
	UPS	SHIPPING CHARGES	30.62
	VISA	SUPPLIES, EQUIP, TESTS, CO	1,728.10
	WAL-MART	NOTEBOOKS	13.88
	<b>TOTAL</b>	<b>3,571.01</b>	
<b>FIRE</b>	ALLIANT ENERGY	SERVICE	665.28
	HAWKEYE FIRE & SAFETY	SAFETY SUPPLIES	69.62
	MIDWEST BREATHING AIR SYSTEMS	TESTING	155.14
	MOORE'S BP AMOCO INC	FUEL	22.91
	PRO-HYDRO TESTING	HYDRO- TESTING	2,043.98
	TOYNE INC	PLASTIC RINGS	30.86
	VISA	FUEL	107.69
		<b>TOTAL</b>	<b>3,095.48</b>
<b>DEVELOPMENT SERVICES</b>	HEDGE ABOVE LLC	GRASS ABATEMENTS	454.50
	HUISENGA MOWING	GRASS ABATE. 917 PROSPECT	600.00
	IOWA AUDIOLOGY & HEARING AID CENTERS	HEARING SCREENING	25.00
	MARK'S SANITATION	TRASH ABATEMENTS	140.00
	MIKE RODER	GRASS ABATEMENTS	275.00
	VISA	SEMINAR, MEALS, CAR RENTAL	818.07
		<b>TOTAL</b>	<b>2,312.57</b>
<b>LIBRARY</b>	AMAZON	LIBRARY MATERIALS & SUPPLI	670.20
	CINTAS CORP LOC. 342	WALK-ON MATS	58.39
	DEMCO	BOOK PROCESSING SUPPLIES	97.68
	DES MOINES REGISTER	ANNUAL SUBSCRIPTION	552.05
	HEARTLAND SHREDDING INC.	SHREDDING SERVICE	50.00
	I TECH TECHNOLOGY EXPERTS	KIDS COMPUTER COMPONENTS	827.94
	MONS, JAMES	PROGRAMMING	80.00
	STAPLES BUSINESS ADVANTAGE	TONER	346.36
	VISA	SUPPLIES, POSTAGE	524.50
	WALKER, BRYNA	RELOCATION ALLOWANCE	750.00
	WCDC INC	WINDOW WASHING	30.00
		<b>TOTAL</b>	<b>3,987.12</b>
<b>PARKS</b>	ALLIANT ENERGY	ALLIANT ENERGY	782.66
	CASH-N-CARRY CHEMICALS LLC	LAWN CHEMICALS	199.30
	CHEMSEARCH	EPOXY/WASP SPRAY	521.46
	CUSTOM IMPRESSIONS INC	PARK BENCH PLAQUES	440.96
	JOHN DEERE FINANCIAL	SUPPLIES	27.90
	KLEOPFER LAWN CARE LLC	SPRAY BALL FIELDS	500.00
	KURTZ KRAFT	BANDSTAND MICS	740.00
	MIDWEST TREE SERVICE INC	ASH TREE REMOVAL	360.00
	MOORE'S BP AMOCO INC	FUEL	38.67
	NORTHERN SAFETY CO., INC.	SAFETY SUPPLIES	164.38
	VISA	MOWER REPAIR	498.84
	WAL-MART	COMPUTER, SUPPLIES & EQUIP	133.59



	WASHINGTON RENTAL	TRIMMER STRING & REPAIR	298.19
	WEISS, LAURYN	RE-ISSUE BAND STIPEND	40.00
	WMPF GROUP LLC	PARKS	159.80
		<b>TOTAL</b>	<b>4,905.75</b>
<b>POOL</b>	ACCO	POOL REPAIR	88.15
	ALLIANT ENERGY	ALLIANT ENERGY	772.19
	BACKFLOW PREVENTION	BACKFLOW PREV. & INSPECTION	4,525.00
	KUENSTER HEATING & AIR, LLC	POOL REPAIR	351.47
	USA BLUEBOOK	REPAIR KIT	156.53
	VISA	CHAIR REPAIR & POOL SIGNS	196.82
		<b>TOTAL</b>	<b>6,090.16</b>
<b>CEMETERY</b>	ALLIANT ENERGY	SERVICE	132.16
	ATCO INTERNATIONAL	HERBICIDE/SEALANTS	1,235.29
	CERTIFIED LABORATORIES	FUSION TAPE FOR REPAIRS	226.70
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	32.82
	GREINER DISCOUNT TIRES	TIRE REPAIR-TRACTOR/MOWER	156.95
	LOWRY EQUIPMENT	FILTERS	84.21
	MORNING SUN FARM	SWITCH	7.92
	VISA	MOWER PARTS & FERTILIZER	919.93
	WHITNEY MONUMENT	MONUMENT REPAIR	155.00
		<b>TOTAL</b>	<b>2,950.98</b>
<b>FINAN ADMIN</b>	ALLIANT ENERGY	SERVICE	547.10
	AMAZON CAPITAL SERVICES	POCKET FOLDERS	76.74
	ARMSTRONG HEATING & AIR CONDITIONING I	A/C MAINTENANCE	262.50
	BAKER PAPER & SUPPLY	COPY PAPER	112.20
	CINTAS CORP LOC. 342	RUG SERVICE	248.34
	CITY OF WASH - PETTY CASH	VARIOUS DEPT CHARGES	20.79
	HEARTLAND SHREDDING INC.	DOCUMENT/FILE SHREDDING	380.32
	J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIER COPIES	63.46
	PIP PRINTING	ENVELOPES	730.03
	QUILL	OFFICE SUPPLIES	200.01
	ROSIEN, JARON	MILEAGE REIMBURSEMENT	50.69
	UNITED STATES TREASURY	PCORI FEES- 2017 & 2018	220.81
	VISA	BLDG SUPPLIES, BAND SUPPLI	52.49
	VIVIAL	DIRECTORY	25.15
	WILSON'S TOWN & COUNTRY	REPAIRS AT FARM	343.83
	WMPF GROUP LLC	LEGALS/ADS	2,263.82
		<b>TOTAL</b>	<b>5,598.28</b>
<b>AIRPORT</b>	AIR DR	A/C MAINTENANCE	210.58
	ALLIANT ENERGY	SERVICE	738.38
	BOLTON & MENK, INC.	SERVICES HANGAR	6,585.00
	CASH-N-CARRY CHEMICALS LLC	SPRAY	287.20
		<b>TOTAL</b>	<b>7,821.16</b>
<b>ROAD USE</b>	AGRILAND FS, INC	SUPPLIES	314.00
	ALTORFER	EQUIPMENT RENTAL	492.00
	ARNOLD MOTOR SUPPLY	PARTS	8.78
	CHEMSEARCH	COOLANT	382.39
	COBB OIL CO, INC.	OIL	167.95
	DOUDS STONE LLC	ROADSTONE	645.20
	GREINER DISCOUNT TIRES	TIRE REPAIR	888.00
	HIWAY SERVICE CENTER	PART	6.49
	IA DEPT OF TRANSPORTATION	LINE PAINT	1,012.69
	IDEAL READY MIX	BACK FILL - MARION & 3RD	412.00
	IOWA PRISON INDUSTRIES	SIGN REPAIR	144.65
	JOHN DEERE FINANCIAL	CULVERT/GLOVES	164.82
	KIMBALL MIDWEST	TOOLS	133.90
	L L PELLING CO	PRE-MIX	1,569.10

	LAWSON PRODUCTS INC	PARTS AND SUPPLIES	227.23
	MID-AM RES. CHEMICAL CORP	OIL & INDUSTRIAL SOLVENT	460.54
	MOORE'S BP AMOCO INC	FUEL	90.00
	PLANK EQUIPMENT	NEW HOLLAND TRACTOR PARTS	82.92
	RIVER PRODUCTS	STONE, SAND & ROADSTONE	855.34
	ROSS AUTO & MUFFLER SHOP INC	SET FRONT TOE	42.00
	S & G MATERIALS	ASPHALT MILLINGS	454.51
	THOMPSON TRUCK AND TRAILER INC.	END LOADER REPAIR	119.93
	WASHINGTON LUMBER	DRI-CRETE	26.94
	WELLINGTON, EARL	TOOLS	985.71
	WMPF GROUP LLC	M/C	119.88
		<b>TOTAL</b>	<b>9,806.97</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	338.35
		<b>TOTAL</b>	<b>338.35</b>
<b>HOUSING REHAB</b>	WASH CO TREASURER	302 S 2ND AVE- VIOLET JONE	623.00
	WASH TITLE & GUARANTY CO	ABSTRACT FOR 415 W MADISON	725.00
		<b>TOTAL</b>	<b>1,348.00</b>
<b>CAPITAL PROJECTS</b>	CITY OF WASH - PETTY CASH	VARIOUS DEPT CHARGES	22.90
	WMPF GROUP LLC	DEMOLISH BLDGS	32.96
		<b>TOTAL</b>	<b>55.86</b>
<b>TREE REMOVAL &amp; REPLACE</b>	MIDWEST TREE SERVICE INC	TREE REMOVAL	2,690.00
		<b>TOTAL</b>	<b>2,690.00</b>
<b>MUNICIPAL BAND</b>	VISA	TEMPLE BLOCK SUPPLIES	265.00
		<b>TOTAL</b>	<b>265.00</b>
<b>TREE COMMITTEE</b>	FORREST KEELING NURSERY	TREES-KEWASH PROJECT	1,371.05
	IOWA CITY LANDSCAPING	TREES-KEWASH PROJECT	1,639.00
	IOWA STATE FOREST NURSERY	TREES-KEWASH PROJECT	855.00
	WMPF GROUP LLC	ADVERTISING-TREE COMMITTEE	41.05
		<b>TOTAL</b>	<b>3,906.10</b>
<b>PARKS</b>	MORNING VIEW GREENHOUSE	CENTRAL PARK FLOWER BASKET	1,344.00
		<b>TOTAL</b>	<b>1,344.00</b>
<b>WATER PLANT</b>	ARMSTRONG HEATING & AIR CONDITIONING I	A/C MAINTENANCE	81.70
	ALLIANT ENERGY	ALLIANT ENERGY	1,559.28
	CARROLL, SUSAN	MILEAGE REIMB	14.17
	FERGUSON WATERWORKS# 2516	METER	227.37
	JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	14.17
	POSTMASTER	BULK MAILING OF WATER BILL	788.20
	STATE HYGIENIC LAB	TESTING	104.00
	STREFF, ROSE	MILEAGE REIMBURSEMENT	4.03
	UTILITY EQUIPMENT CO	PARTS AND REPAIR SUPPLIES	124.71
	WAL-MART	COMPUTER, SUPPLIES & EQUIP	365.61
	WATER SOLUTIONS UNLIMITED	CHEMICALS	5,740.50
		<b>TOTAL</b>	<b>9,023.74</b>
<b>WATER DISTRIBUTION</b>	ACE-N-MORE	SUPPLIES	51.39
	ALLIANT ENERGY	ALLIANT ENERGY	133.77
	ARNOLD MOTOR SUPPLY	PARTS	11.80
	CENTRE STATE INTERNATIONAL	PART	13.07
	CHEMSEARCH	SUPPLIES	541.41
	HY-VEE	SASSO MEETING	96.93

	IOWA ONE CALL	SERVICE	191.60
	KINGS MATERIAL INC.	BRICKS	431.31
	MAC TOOLS	FUEL	105.99
	SCHIMBERG CO.	PVC PIPE	2,205.00
	UTILITY EQUIPMENT CO	REPAIR SUPPLIES	9,740.46
	WAL-MART	COMPUTER, SUPPLIES & EQUIP	152.98
		<b>TOTAL</b>	<b>13,675.71</b>
<b>SEWER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	10,721.31
	GEMPLER'S	SCRAPERS	67.95
	GRAINGER	MINOR LAB EQUIPMENT	630.76
	JETCO	FAN FOR SBR BLOWER #4	2,069.20
	JOHN DEERE FINANCIAL	KEY HOLDERS	4.98
	MID-AM RES. CHEMICAL CORP	CLEANER	97.08
	TESTAMERICA LABORATORIES INC	TESTING FEES	1,939.51
	UNITED LABORATORIES	LIFT STATION DEGREASER	599.40
	VISA	HOTEL FEES, MEALS, SAMPLES	497.83
		<b>TOTAL</b>	<b>16,628.02</b>
<b>SEWER COLLECTION</b>	ACE-N-MORE	DRY WALL	464.85
	ARMSTRONG HEATING & AIR CONDITIONING I	AIR COND. MAINTENANCE	227.40
	MARIE ELECTRIC INC.	LED LIGHTS	3,067.50
	MID-IOWA SOLID WASTE EQUIPMENT	SAW BLADES/SEWER JET NOZZLES	803.93
	SEWER EQUIPMENT	SWIVEL JOINT	420.24
	USA BLUEBOOK	SAFETY GLASSES	77.18
	UTILITY EQUIPMENT CO	REPAIRS AND PARTS	2,995.64
	WINDSTREAM IOWA COMMUNICATIONS	MAY SERVICE	91.44
	WMPF GROUP LLC	SR PROJECT	12.98
		<b>TOTAL</b>	<b>8,161.16</b>
<b>SANITATION</b>	LUKE WASTE MANAGEMENT	REFUSE AND RECYCLING/DUMPSTER	28,936.75
	WASH CO HUMANE SOCIETY	MAY COLLECTIONS	384.00
		<b>TOTAL</b>	<b>29,320.75</b>
		<b>TOTAL</b>	<b>136,896.17</b>

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

**CLAIMS REPORT 6/5/2018**

**LIBRARY/LIBRARY GIFT**

USPS - POSTAGE 200.00  
 WALMART - OFFICE SUPPLIES AND DVDS 100.61  
 HOBBY LOBBY - JF SRC 133.74  
 WALMART - JF PROGRAM 47.44  
 ENDICIA FEES - POSTAGE FEE 9.95  
 WALMART - JF PROGRAM 10.81  
 NATIONAL STUDENT CLEARINGHOUSE - DEGREE VERIFY 21.95

**FIN ADMIN**

HVVEE - FLOWERS 29.25  
 FAREWAY - FLOWERS 23.24

**POLICE**

USPS - POSTAGE 6.70  
 AMAZON - WALTHER AIRSOFT PISTOL (RETURNED) 75.99  
 WASH EVENING JOURNAL - SUBSCRIPTION RENEWAL 133.25  
 ADOBE SYSTEMS - PHOTOSHOP 119.88  
 MICROSOFT STORE 69.99  
 MICROSOFT STORE 89.99  
 THINBLUETHRESHOP.COM - 2 SHIRTS - GOODMAN 81.98  
 PAYPAL \*NTOA - NATIONAL TACTICAL OFFICERS ASSOCIATION MEMBERSHIP 150.00  
 IOWA POLICE CHIEFS ASSOC - CHIEF ANNUAL CONFERENCE 135.00  
 PAYPAL \*NTOA - NATIONAL TACTICAL OFFICERS ASSOCIATION TRAINING - HUSCHKA 700.00  
 SUPER 8 ANAMOSIA - K9 TRAINING LODGING 155.32

**524.50**

**52.49**

**PARKS/POOL**

PATIO PRODUCTS - POOL CHAIR REPAIR 84.60  
 SMARTSIGN - POOL SIGNS 112.22  
 MESICKS - KUBOTA REPAIR 498.84

**695.66**

**CEMETERY**

PARTSTREE.COM - MOWER PARTS 113.55  
 DOMYOWN.COM - GROWTH REGULATOR 806.38

**AIRPORT**

**1,728.10**

**DEVELOP SERVICES**

RED ROBIN - DONNOLLY MEAL - ELECTRICAL CONF 9.51  
 AIRPORT VAN RENTAL - CAR RENTAL - DONNOLLY - ELECTRICAL CONFERENCE 241.90  
 BURGER KING - DONNOLLY MEAL - ELECTRICAL CONF 11.39  
 OLD CHICAGO - DONNOLLY MEAL - ELECTRICAL CONF 15.39  
 EL TAPATIO MEXICAN - DONNOLLY MEAL - ELECTRICAL CONF 14.85  
 CAST IRON TAVERN - DONNOLLY MEAL - ELECTRICAL CONF 8.45  
 BURGER KING - DONNOLLY MEAL - ELECTRICAL CONF 6.48  
 CONOCO - DONNOLLY FUEL WHILE AT CONFERENCE 34.95  
 HOTEL LAKEWOOD - DONNOLLY LODGING - ELECTRICAL CONF 475.15

**919.93**

**-**

**FIRE**

PILOT - ALTOONA - FUEL FOR FIRE TRUCK 107.69

**SEWER PLANT**

CHEESECAKE FACTORY - MEAL WHILE AT TRAINING 24.42  
 COMFORT INN ALTOONA - TRAINING HOTEL FEES 218.40  
 WEF MAIN - WW TRAINING BOOKS 62.50  
 ENVIRONMENTAL RESOURCE - 2018 AUDIT SAMPLES 182.46  
 WALMART - SUPPLIES 16.85

**818.07**

**107.69**

**MUNICIPAL BAND**

GCI \*MUSICIAN'S FRIEND - TEMPLE BLOCK 265.00

**504.63**

**265.00**

**SANITATION**

**SEWER COLLECTION**

**-**

**-**

Grand Total

**5,616.07**

**2018  
Chamber Board**

**Michelle Redlinger**  
*Executive Director*

**Jaron Rosien**  
*President*  
Mayor  
JP's 207

**Erin Drahota**  
*Vice President*  
United Presbyterian  
Home

**Matthew Brown**  
*Treasurer*  
CBI Bank & Trust

**Alisha Davis**  
*Secretary*  
Washington Chamber

**Marty Beenblossom**  
Jones & Eden Funeral  
Home

**Erik Buchholz**  
Washington High School

**Rich Bentler**  
Riverside Casino & Golf  
Resort

**Adam McLaughlin**  
LJ Roth Restoration

**Diane Gallagher**  
Gallagher Farms

**Makyla Maize**  
Washington County  
Hospital & Clinics

**Maureen Howard**  
*Past President*  
Immanuel Lutheran  
Church  
Ex-officio

**Ed Raber**  
WEDG  
Ex-Officio

**Sarah Grunewaldt**  
Main Street  
Ex-Officio



**205 West Main Street • Washington, IA 52353 • [www.chamber.washingtoniowa.org](http://www.chamber.washingtoniowa.org)**

June 5, 2018

Washington City Council,

The Chamber of Commerce is excited to host Tractorcade, June 10-June 13. The event will bring 1000+ tractor riders, family and friends to our community.

On Monday, June, 11, we are inviting all riders and family to our downtown district to showcase restaurants, businesses and the Municipal Band will be playing in the bandstand.

The Tractorcade coordinator has need for more spaces reserved for riders that would like to drive their tractor up to the square from the Fairgrounds to park. We are asking for additional parking which will total 12 parking spots to be blocked off on the South East side of the square and 12 spots on the North West side to accommodate the riders. We think this will be a fun way to display the Tractors for the community.

Thank you for your time and consideration. Please let us know if you have any questions.

A handwritten signature in black ink that reads 'Michelle Redlinger'.

Michelle Redlinger  
Executive Director

**O (319) 653-3272 • F (888) 833-3529 • [michelle@washingtoniowa.org](mailto:michelle@washingtoniowa.org)**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING PARK REGULATIONS BY ADDING A NEW  
CHAPTER 43 TO THE WASHINGTON CODE OF ORDINANCES**

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

SECTION 1. **Add Chapter.** A new Chapter 43, Park Regulations, is adopted as follows:

**43.01 PURPOSE.** The purpose of this chapter is to facilitate the enjoyment of park facilities by the general public by establishing rules and regulations governing the use of park facilities and regulating public access.

**43.02 DEFINITIONS.** The following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

1. “Park” means a park, reservation, playground, swimming pool, wading pool, recreation center, or any other area in the City, owned or used by the City, and devoted to active or passive recreation.
2. “Person” means any person, firm, partnership, association, corporation, company or organization of any kind.
3. “Vehicle” means any wheeled conveyance, whether motor powered, animal-drawn, or self-propelled. The term includes any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the City parks.

**43.03 USE OF DRIVES REQUIRED.** No person shall drive any car, cycle other vehicle, or ride or drive any horse, in any portion of a park except upon the established drives or roadways therein or such other places as may be officially designated by the City.

**43.04 FIRES.** No fires shall be built, except in a place provided therefor, and such fire shall be extinguished before leaving the area unless it is to be immediately used by some other party.

**43.05 LITTERING.** No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.

**43.06 PARKS CLOSED.** No person shall enter or remain within any park between the hours of 10:30 p.m. and 6:00 a.m.

**43.07 PARK PROPERTY.** No person in a park shall:

1. Willfully mark, deface, disfigure, injure, tamper with or displace or remove, any building, bridge, table, bench, fireplace, railing, paving or paving materials, water line or other public utilities or parts or appurtenances thereof, signs, notices or placards whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other

structures or equipment, facilities, or park property or appurtenances whatsoever, either real or personal.

2. Fail to cooperate in maintaining restrooms In a neat and sanitary condition. No person over the age of five (5) years shall use the restrooms and washrooms designated for the opposite sex.
3. Dig, or remove any sand, soil, rock, stones, trees, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agencies, except on special written permit issued hereunder.
4. Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon., or across such lands, except on special written permit issued hereunder.
5. Damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds, of any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any way injure or impair the natural beauty or usefulness of any area.
6. Climb any tree or walk, stand or sit upon monuments vases,, fountains, railing, fences or upon any other property not designated or customarily used for such purposes.
7. Tie or hitch a horse or other animal to any tree or plant.
8. Hunt, molest, harm frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile or bird; nor remove or have in possession the young of any wild animal, or the eggs or nest, or young of any reptile or bird.

**43.08 SANITATION.** No person in a park shall:

1. Pollution of Waters. Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, swimming pool or wading pool, any substance, matter or thing, liquid or solid,, which will or may result in the pollution of said waters.
2. Refuse and Trash. Have brought in or shall dump, deposit or leave any bottles, broken glass, ashes, paper boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash. No such refuse or trash shall be placed in any waters in or contiguous to the park, or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly deposited elsewhere.

**43.09 TRAFFIC.** No person in a park shall:

1. State Motor Vehicle Laws Apply. Fail to comply with all applicable provisions of the state motor vehicle traffic laws and the traffic laws of the City of Carlisle in regard to equipment and operation of vehicles together with such regulations as are contained herein.
2. Enforcement of Traffic Regulations. Fail to obey all traffic officers and park employees, such persons being hereby authorized and instructed to direct traffic

whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent thereto in accordance with the provisions of this chapter as supplemented by any other regulations or ordinances duly adopted and passed by the City.

3. Obey Traffic Signs. Fail to observe carefully all traffic signs indicating speed, direction, cautions, stopping or parking, and others posted for proper control and to safeguard life and property.
4. Speed of Vehicles. Ride or drive a vehicle at a rate of speed exceeding ten (10) miles an hour, except upon such roads as designated by posted signs for speedier travel.
5. Operation Confined to Roads. Drive any vehicle on any area except the paved parking road or parking areas, or such other areas as may on occasion be specified or designated as temporary parking area.
6. Parking.
  - A. Full Parking. Full park on any road or driveway at time so as to block traffic.
  - B. Double Parking. Double park any vehicle on road or parkway unless directed by a public official.
  - C. Persons with Disabilities Parking. Park any vehicle in a designated persons with disabilities parking.
7. Bicycles.
  - A. Confined to Roads. Ride a bicycle on other than paved vehicular roads or path designated for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or any paved area reserved for pedestrian use.
  - B. Immobile. Leave bicycles on the ground or paving, or set against trees, or in any other place or position where other persons may trip over or be injured by them.

**43.10 RECREATIONAL ACTIVITIES.** No person in a park shall:

1. Picnic Areas and Use.
  - A. Regulated. Fail to observe that tables and benches shall be used on a first come, first served basis.
  - B. Non-exclusive. Use any portion of the picnic areas or park, or any other building or structures therein for the purpose of holding picnics to the exclusion of other persons nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded, unless reserved by special permit.
  - C. Open Burning and Fires Prohibited. Build or maintain a fire in a place other than park-provided cooking facilities, or commercially manufactured cooking equipment.
  - D. Camping. Camp in other than designated camping areas.



E. Games. Take part in or abet the playing of any games involving throwing or otherwise propelling objects such as arrows, stones, javelins, shot puts, or model airplanes except in areas set apart for such forms of recreation.

2. Horseback Riding. Ride a horse except on designated bridle trails. Where permitted, horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended, nor shall they be hitched to any rock, tree or shrub.

**43.11 BEHAVIOR.** No person in a park shall:

1. Fireworks and Explosives by Permit Issued by Authorized City Official. Bring, or have in one's immediate possession, or set off or otherwise cause to explode or discharge or burn, any firecrackers, torpedo, rocket, or other fireworks or explosives of inflammable material, or discharge them or throw them into any area except by permit issued by authorized City officials.

2. Domestic Animals. All dogs or other domestic animals shall be restrained at all times on adequate leashes, except in designated areas.

3. Fires. Build or attempt to build a fire except in such designated areas. No person shall with malicious intent throw, or otherwise scatter lighted matches, burning cigarettes or cigars or other inflammable material within any park area or on any highway, road or street abutting or contiguous thereto.

4. Closed Areas. Enter an area posted as "Closed to the Public," or use, or abet the use of any area in violation of posted notices.

5. Loitering. Remain idle in essentially one location, which includes the concepts of spending time idly, loafing, walking about aimlessly, and the colloquial expression "hanging around."

6. Boisterousness. Engage in any loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to breach the public peace.

7. Interfere with Permittees. Disturb or interfere unreasonably with any person or persons occupying any area, or participating in any activity under the authority of a permit.

**43.12 VENDING AND PEDDLING.** No person in a park shall:

1. Expose or offer for sale any article or thing, except under authority of a permit.

2. Announce, advertise, or call the public attention in any way to any article or service for sale or hire, or paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, nor shall any person erect or cause to erect any sign whatever on any public land or highways or roads adjacent to the park.

**43.13 PARK OPERATING POLICY.**

1. Hours. Parks shall be open to the public during the designated dates as set by the City Council. The opening and closing hours for each individual park shall be posted

therein for public information.

2. Closed Areas. Any section or part of the park may be declared closed to the public.

3. Lost and Found Articles. The finding of lost articles by the park attendant shall be reported to the office of the City Clerk, who shall make every reasonable effort to locate the owners.

4. Permit. Special permits may be issued by the City Council with reference to extraordinary or unusual uses of the park system in question. Such permits may be obtained for conventions, concerts, sporting events and similar uses resulting in the accumulating of unusual crowds. Such permits shall be within the discretion of the City Council, which shall review the application in question, and either allow or deny said application. In the event of a denial, said denial shall contain a statement with reference to reasons for such action.

5. Applications. Applications with reference to park use shall be in writing and shall contain the following:

A. The name and address of the applicant.

B. The name and address of the persons, person, corporation or association sponsoring the activity, if any.

C. The day and hours for which the permit is desired.

D. The park or portion thereof for which the permit is desired.

E. Any other information which the City Council shall find reasonably necessary for fair determination as to whether or not a permit should be issued.

6. Designated Officials. The City may designate any officials or park attendants necessary to maintain said park and enforce the provisions of this chapter.

**43.14 SWIMMING POOL.** The City shall have exclusive control of the city swimming pool and the area surrounding it which is incidental to or a part of the pool.

**43.15 ENFORCEMENT.** The designated representatives of the City shall, in addition to the police force, have the authority to eject from the park any person acting in violation of this chapter. Such representatives shall be State, County or City officials or auxiliary police.

**43.16 SPECIAL PERMITS.** The City Council reserves the right and shall have the authority to issue special permits to groups or individuals pursuant to applications made by said persons with reference to exclusive or overtime use of any portion or portions of City-owned parks, which permit may restrict the use and either limit or extend said use with reference to the foregoing access time limitations.

**43.17 EXTENSIONS OR RESTRICTIONS.** The City Council may, by resolution, extend or restrict the hours of public access with reference to city-owned parks, and may in its discretion at any time restrict public access to said parks.

SECTION 2. **Repealer Clause.** Any ordinance, provision or part thereof, which differs or is inconsistent with this ordinance is hereby repealed, to the extent of said difference or inconsistency.

SECTION 3. **Severability.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. **Effective Date.** This ordinance shall be in effect from and after final passage, approval, and posting and publication of this ordinance as required by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

Attest:

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

Approved on First Reading: May 15, 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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 92, WATER RATES  
AND CHAPTER 99, SEWER USER CHARGE**

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

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

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

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

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

Cubic Feet Used Per Month	Rate
All Usage	\$3.97 per 100 cubic feet

”

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

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

1. **Non-Residential Customers.**

A. For each water meter of every nonresidential property receiving municipal sewer service using 1,400 cubic feet or less of water, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month plus \$3.97 per 100 cubic feet of water used.

B. For each water meter of every nonresidential property receiving municipal sewer service using between 1,401 and 15,000 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$63.00 per month plus \$3.97 per 100 cubic feet of water used.

C. For each water meter of every nonresidential property receiving municipal sewer service using between 15,001 and 100,000 cubic feet of

water, with or without a water meter, the charge shall be an amount equal to the sum of \$126.00 per month plus \$3.97 per 100 cubic feet of water used.

D. For each water meter of every nonresidential property receiving municipal sewer service using more than 100,001 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$252.00 per month plus \$3.97 per 100 cubic feet of water used.

2. Residential Customers. For each water meter of every residential property (including multiple-family residential properties) receiving municipal sewer service, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month per dwelling unit plus \$3.97 per 100 cubic feet of water used.”

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

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

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

Approved on First Reading: May 15, 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*

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## **Memorandum**

May 31, 2018

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

From: Brent Hinson  
City Administrator

Re: Recycling Market Problems/28E Recycling Center

The City participates with Washington County in a joint recycling center (often called the 28E after the Iowa Code chapter allowing for intergovernmental agreements) on Lexington Boulevard. All curbside recycling from City of Washington customers is transported to the center and then marketed by the contractor that operates the center, WEMIGA Waste, Inc.

WEMIGA informed the City and County about a major downturn in recycling markets around two weeks ago, and I attended Board of Supervisors meetings on this issue on May 22 and 29. These pricing concerns appear to be legitimate and based on a closing of the Chinese market for certain recyclables. It may be a while before new destination markets are located and the market as a whole returns to normal. One example of the current situation is that certain plastics now cost \$75/Ton to get rid of, while the tipping fees at the SEMCO Landfill are \$50/Ton. We don't want to start landfilling everything, as that runs counter to everything recycling is about, but at the current time that would actually be a cheaper strategy for some recyclables. WEMIGA reported that recycling centers will not accept clear glass at any cost, so all glass collected in recycling is currently being landfilled.

The current contract for the 28E center, adopted in November 2016, was designed to create cost certainty for the City and County. We went through many cycles of unexpected/unbudgeted costs with the previous arrangement and accordingly structured the new arrangement to keep costs steadier. However, these changes in recycling markets have the potential to cancel out any benefits to the new arrangement.

I will have more information after the next Board of Supervisors' meeting on Monday, but I have also asked Lynn Whaley of WEMIGA to attend the City Council meeting to discuss.

*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  
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## **Memorandum**

May 31, 2018

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

From: Brent Hinson  
City Administrator

Re: Stoplights at East Main & Second Avenue

Late last year, we discussed the future of traffic control at the East Main and 2<sup>nd</sup> Avenue intersection, and the decision was made to proceed with removing the stoplights and putting a 4-way stop intersection in place, with new concrete bump-outs constructed to ensure the visibility of the stop signs. However, on further reflection, we are recommending that we instead take a step back and consider keeping the current arrangement in place for the near future.

In December, the Council approved switching the stoplights to 4-way flashing red (previously, we had experimented with north-south flashing yellow, but had complaints on sight distance for east-west traffic). We think this arrangement is a good one for the time being. The stoplights currently in place are the oldest & worst condition stoplights in our system, all of the underground wiring is bad & not in conduit, and the traffic levels at the intersection do not justify a permanent stoplight. However, we think that the current arrangement is working, and it is better to defer any construction of bump-outs (and the resulting elimination of several parking stalls) until the FY23 streetscape expansion project if possible. Therefore, we recommend that the City Council authorize keeping the current 4-way flashing red stoplight arrangement indefinitely, with the plan to address this intersection with the streetscape expansion project.

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



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Washington, Iowa 52353  
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## **Memorandum**

May 31, 2018

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

From: Brent Hinson  
City Administrator

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

Re: East Jefferson & 7<sup>th</sup>- Proposed Change from North-South Yield to Stop

Brendan had requested we discuss the possibility of changing the yield signs to stop signs for north-south traffic on South 7<sup>th</sup> Avenue at Jefferson. We have many "minor" intersections that have two-way yield rather than stop signs, but the practice in the past has been to consider changing to stop signs when merited due to traffic conditions. It appears based on what Brendan has reported that it would be reasonable to consider changing these signs to stop signs, but this would require an ordinance amendment.

We had intended to have this issue on the agenda for a May workshop, but we did not end up having one. Therefore, if you approve of this relatively minor change in principle, we would plan to incorporate this into the 2<sup>nd</sup> reading of the parking/traffic ordinance that is on the current agenda for 1<sup>st</sup> reading.



# East Jefferson & South 7<sup>th</sup> Avenue Intersection



*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*

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**Memorandum**

June 1, 2018

To: Mayor & City Council

Cc: Illa Earnest, City Clerk; JJ Bell, M/C Superintendent; Greg Goodman, Police Chief

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: Parking & Traffic Regulations Ordinance

In the spirit of moving things forward, I have put together a proposed ordinance to address the items related to parking & traffic for which we have seemed to reach a consensus. I had not gotten a meeting with Halcyon scheduled as planned related to sight distance at Tyler and South Iowa but have now reached out to them. This item could possibly be addressed later in this ordinance adoption process, or perhaps the next cycle around. As noted earlier on the agenda, pending your agreement, we might also possibly add the East Jefferson/South 7<sup>th</sup> change from yield signs to stop signs to this ordinance for 2<sup>nd</sup> reading.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE  
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTERS  
65 & 69 REGARDING STOP SIGNS AND PARKING

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

SECTION 1. **Delete Paragraph.** Section 65.02, “Special Stops Required”, Paragraph 264, is hereby repealed.

SECTION 2. **Add Paragraph.** A new Section 65.02, “Special Stops Required”, Paragraph 264 is added as follows: “West Van Buren Street and South C Avenue (northbound and southbound stop).”

SECTION 3. **Add Paragraph.** A new Section 69.07, “Handicapped Parking”, Paragraph 3(Y) is added as follows: “The first parking space on south side of East Main Street directly east of the intersection of Iowa Avenue and East Main Street.”

SECTION 4. **Delete Paragraph.** Section 69.08, “No Parking Zones”, Paragraph 39, is hereby repealed.

SECTION 5. **Add Paragraph.** A new Section 69.08, “No Parking Zones”, Paragraph 39, is added as follows: “North Sixth Avenue, on the west side, from East Fifteenth Street to East Seventeenth Street.”

SECTION 6. **Delete Paragraph.** Section 69.08, “No Parking Zones”, Paragraph 48, is hereby repealed.

SECTION 7. **Add Paragraph.** A new Section 69.08, “No Parking Zones”, Paragraph 48 is added as follows: “East Van Buren, on the south side, for a distance of nine hundred five (905) feet east of said intersection and from South Seventh Avenue to South Ninth Avenue from August 15 to November 15 of each year.”

SECTION 8. **Delete Section.** Section 69.11, “Parking Limited to Two Hours”, is hereby repealed.

SECTION 9. **Add Section.** A new Section 69.11, “Parking Limited to Two Hours”, is added as follows:

**“69.11 PARKING LIMITED TO TWO HOURS.** It is unlawful to park any vehicle for a continuous period of more than two (2) hours between the hours of eight o’clock (8:00) a.m. and five o’clock (5:00) p.m. on each day except Sundays and holidays in the area along the curb on the business side of the street, not including parking stalls located directly adjacent to Central Park, upon the following designated streets:

1. Washington Street from Second Avenue-to-Avenue B;
2. Main Street from Second Avenue-to-Avenue B;
3. Iowa Avenue from Jefferson Street to Second Street;
4. The north side of West Second Street from Iowa Avenue to Marion Avenue.
5. North Avenue B from West Main St. to the alley north of the Washington County Courthouse.”

SECTION 10. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 11. **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: \_\_\_\_\_

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  
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## **Memorandum**

May 31, 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: Increased Support of Housing Study and Approval of Mini-Grant Application

As we discussed during budget, and as I have been updating you, we have been working on a countywide partnership for a housing study. Current partners include KCTC, Ripple Effect (Iowa Area Development Group), Alliant Energy, and the cities of Wellman, Kalona, Riverside and Washington. The City of Washington is the fiscal agent for this study.

The intent of the study is to provide detailed analysis for housing planning, including:

- 1) Demographic analysis
- 2) Current housing characteristics
- 3) Employment trends
- 4) Rental market analysis
- 5) Senior housing analysis
- 6) For-sale housing analysis
- 7) Housing affordability
- 8) Housing demand analysis

This will help our communities to better plan our housing efforts and to have hard data to communicate with potential developers. Each community that is participating seems to be dealing with similar issues to us, and a study of this nature is a best practice for addressing these issues. The study will include strategies for both new and existing housing stock.

We believe based on our research that the best firm to conduct this survey is RDG Planning & Design, the same firm that did Washington's Comprehensive Plan in 2011-2012. Their

price tag for a survey of this nature is \$25,000 to \$30,000, which is higher than the \$20,000 we had anticipated.

We are asking the City Council to consider increasing the City of Washington's contribution from the \$3,500 you approved in the budget to \$7,500. We would pay for this out of Housing Fund 145, which has a current balance of \$39,357.51. If needed to get to the \$30,000, we could supplement with money from LMI TIF Fund 146, since the study is expected to include an affordable housing component.

As an example of the housing study to be conducted, I have attached excerpts from a housing study completed by RDG for Mitchell County a year ago.

We are also asking for your approval to apply for a \$2,000 Riverboat Foundation mini-grant to assist with these efforts.



# MITCHELL COUNTY HOUSING STUDY



8/8/2017

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## INTRODUCTION

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### WHY HOUSING IS IMPORTANT

Housing makes up an essential component of a community, perhaps one of the most important components. Residential homes occupy the majority of land in all communities. A housing study is designed to explore, evaluate, and identify strategies to address housing issues throughout a given area. The housing market impacts the quality of life for residents of the region, for people interested in moving to the area, and for businesses seeking to recruit (and retain) employees.

To understand the Mitchell County Housing Market, this study combines an analysis of the demographic and market trends with a physical housing assessment and an extension public engagement process. Building on this work, the study provides recommendations and strategic policy directions to leverage existing assets and overcome challenges in Mitchell County. Overall, communities in Mitchell County are similar in character and demographics. Nonetheless, opportunities for housing vary and are identified for each community.

## COMMUNITY INSIGHTS

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Data and statistics never tell the whole story related to housing trends and conditions. Market forces and community perceptions play an integral part in local housing markets. The public engagement process unveiled local issues to fully understand current demands and needs in Mitchell County.

The public engagement process was designed to evaluate the diverse and unique housing needs of each community. The process included a series of public meetings and surveys to engage as many stakeholders as possible. In total, the assessment condenses the perspectives from ten public meetings and stakeholder discussions, 676 survey respondents, and five meetings with a steering committee that represented the various stakeholders of Mitchell County.

### PUBLIC SURVEYS

Two surveys were conducted to explore housing issues in Mitchell County.

1. A community-wide survey was distributed to the general public to better understand their perspective, perceptions, and desires of the housing market.
2. A workforce survey was designed to target those working in Mitchell County and its communities to better understand where people are working, living, and also the challenges that face businesses trying to recruit labor into Mitchell County.

### COMMUNITY SURVEY

A survey designed to reach the general population including residents, leadership, and the business community was distributed in the spring of 2017. The survey was well received throughout Mitchell County. Over the three months the survey was open, 676 people contributed their perspective on housing in Mitchell County.

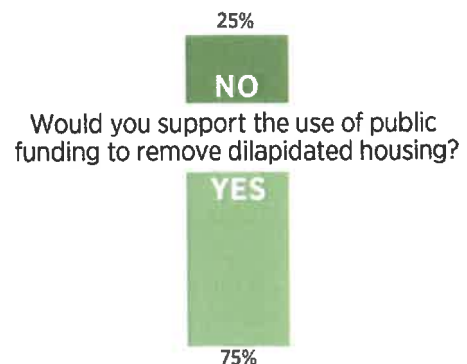
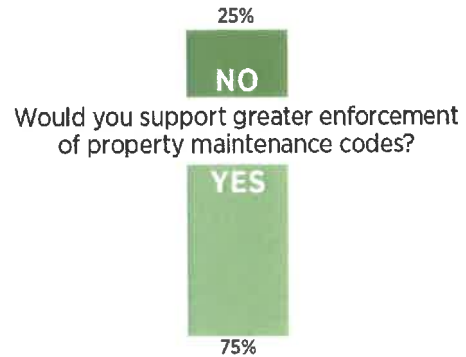
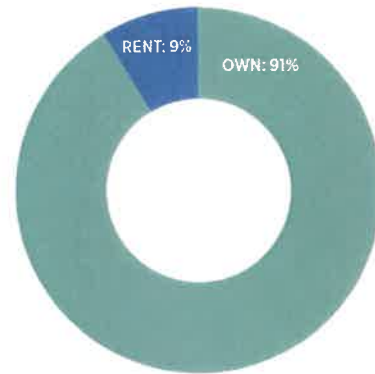
### WORKFORCE SURVEY

A survey designed to reach the population employed in Mitchell County including those living outside of the county was distributed to major employers. Over the month the survey was open, 100 Mitchell County employees contributed their perspective to the housing assessment.



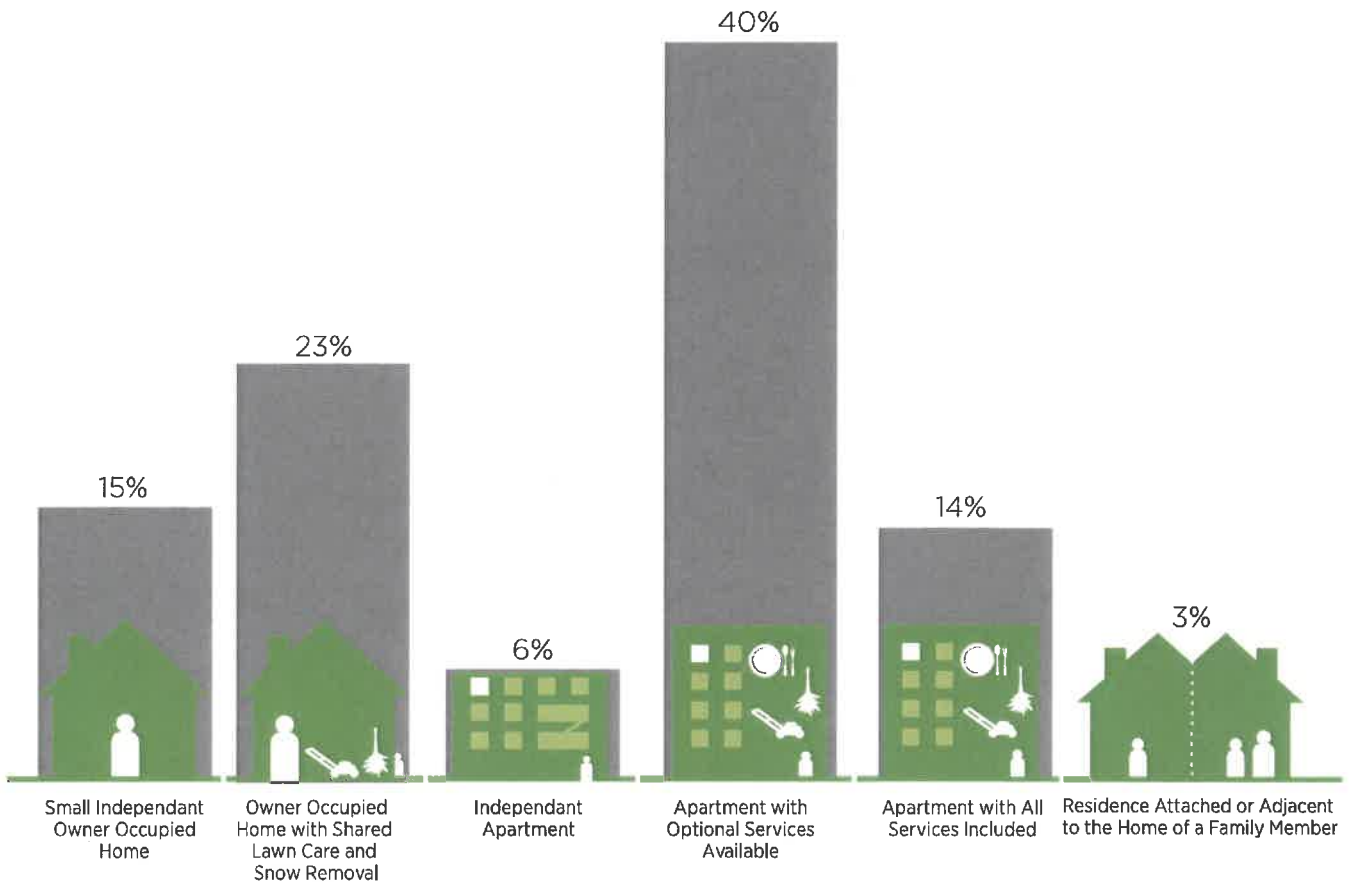
## COMMUNITY SURVEY INSIGHTS

- » Respondents centered in Mitchell County’s largest communities, with 95% of responses indicating they lived in ZIP codes containing Osage (60%), St. Ansgar (25%), Stacyville (6%), and Riceville (4%).
- » About one-third of respondents were ages 30-44, representative of younger families.
- » Only 9% of respondents indicated they currently rent, compared to 16% renter occupied households in the county.
- » Survey respondents generally indicated higher household incomes than the county median.
- » People feel that more housing options exist for those without children at home (younger couples and retirees), while low adequacy in options for hourly wage earners and singles.
- » There is a highly positive sense that small and mid-size houses would be successful in Mitchell County (90%) and positive sense for the success of independent senior housing (79%) and multi-family housing (70%), an indication that people desire a variety of options in today’s market.
- » Many feel that large homes (34%) or homes on large lots (24%) would be less successful in Mitchell County, a reflection that this market is already being met.
- » Respondents were split on whether downtown housing would succeed, with about 47% unsure that historic preservation/adaptive reuse is appropriate for Mitchell County. Downtown housing would appeal more to young professionals and seniors who represented about 31% of survey respondents. Additionally, a number of the communities do not have a substantial stock of two-story housing that would support these types of units. Respondents, 91% who are home owners, generally feel homes valued under \$130,000 are not adequately supplied in the county.
- » Many are not aware of what market rate rentals are in Mitchell County (>\$800), likely because only 9% of respondents are renters. However, several open comments expressed concern about rental options in the county and the marketing and awareness of how to find a rental unit.
- » The most desired senior living options include those with additional services and assistance including shared maintenance, meal services, and housekeeping services.
- » Residents are supportive of greater enforcement of property maintenance codes (75%). A desire exists to focus on the existing housing stock rather than new, potentially more expensive housing construction (although about half of respondents do not know about programs that could offset construction costs).



**SENIOR LIVING**

**What type of housing do you believe seniors and the elderly are most interested in?**



*"I feel there is a HUGE need for townhomes/quadhomes, etc for seniors with HOA to cover mowing and other items"*

*"Need more options for seniors wanting to get away from mowing, shoveling etc."*

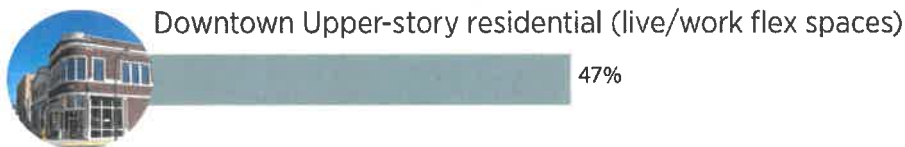
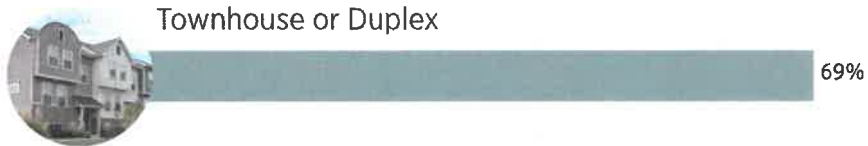
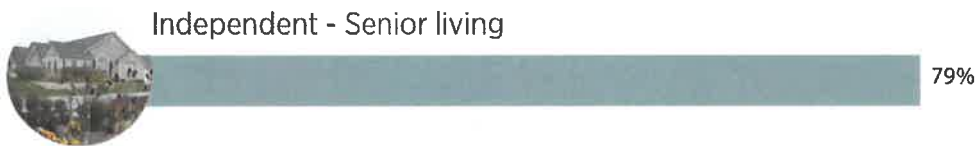
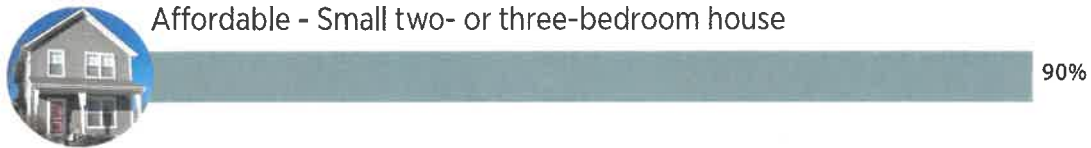


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## HOUSING TYPES

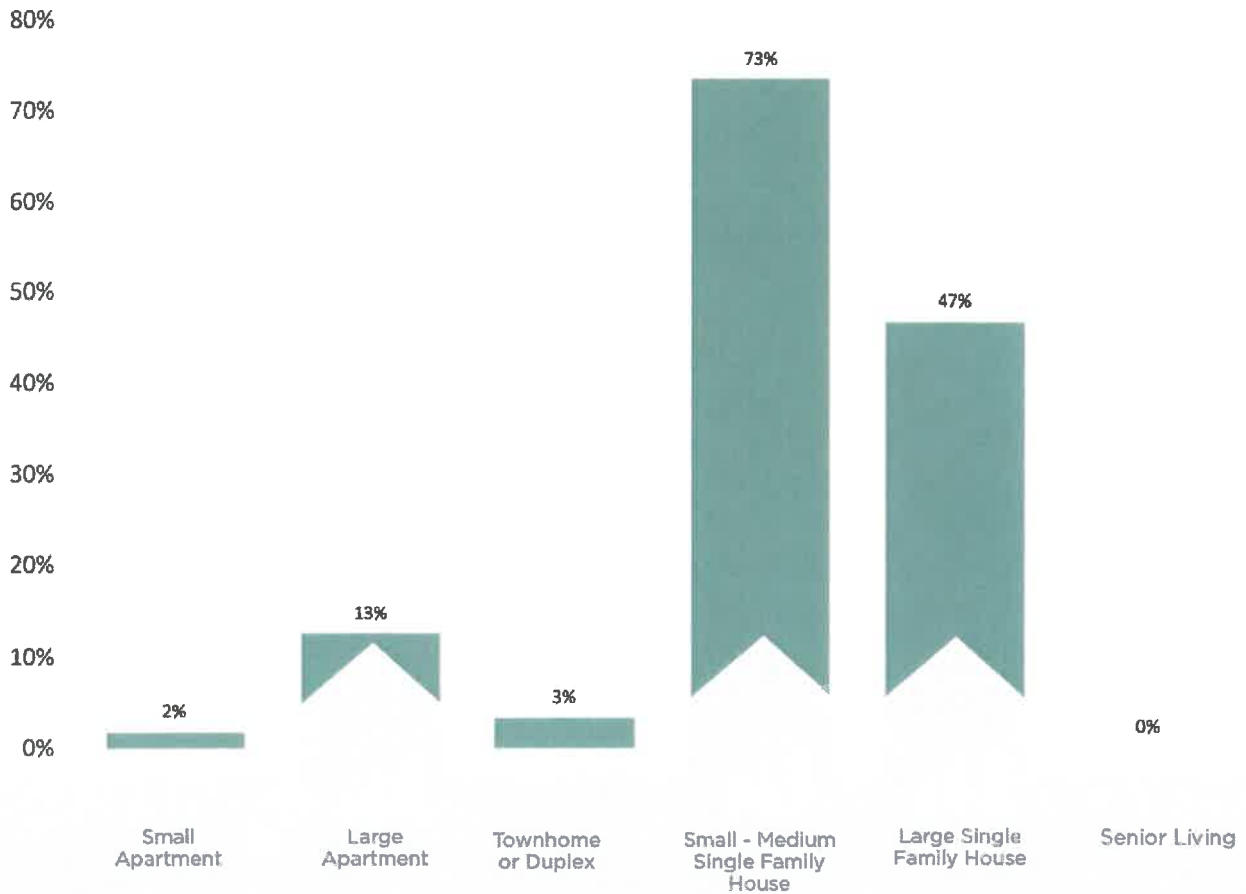
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What new housing products would be successful in Mitchell County today? (Percent responding 'Yes')



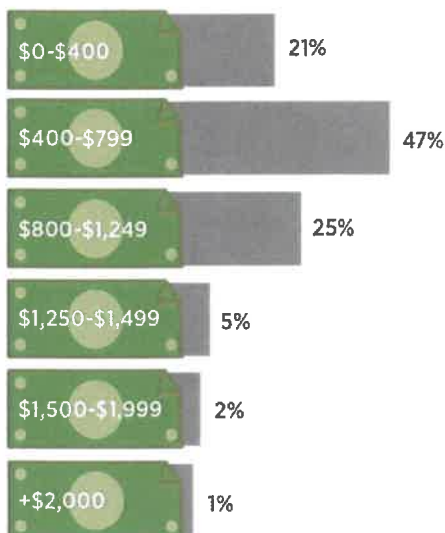
### HOUSING AVAILABILITY

If you want to change housing, select the type of product you would move into?



### HOUSING COSTS

How much is your monthly rent or mortgage payment?



## COMMUNITY CONVERSATIONS

Over two days a series of group discussions were held with stakeholders at communities across Mitchell County. Conversations with community members validate responses to the survey and define the key housing issues. Stakeholders were grouped by field of expertise, including economic development, community leaders, builders and developers, landlords, employers, financial institutions, care/service providers, and residents from each community.

Several themes emerged from the conversations:

### Rental Housing

- » All communities expressed a lack of rental units. Even low-quality units are occupied.
- » There is some perception of risk from builders to construct rental properties.
- » Employment opportunities in the region lead to increased demand for rental options. Communities and landlords are receiving several calls a week or every day asking about available rentals. With the lack of quality rental units, new employees to the county end up living elsewhere.

### Senior Market

- » Senior oriented housing emerged as a need for all communities. Little or no maintenance responsibilities appeal to seniors looking to downsize or transition to other housing types.
- » Townhomes are limited and no condo ownerships are available.
- » Seniors will choose to rent over own if units are ground level and require no up-keep.

### Young Professionals

- » Young professionals have difficulty finding rentals and the rentals that are available are often older or low quality.
- » Growing debt for new professionals makes home ownership difficult as a first options. Many rely on rentals.
- » Employees are willing to commute further for the quality and availability of housing outside the region.

### Lot Supply

- » The number of developable lots is very low.
- » More lots could become available through demolition of dilapidated housing. However, the costs and additional work to prepare these lots makes them less appealing.
- » Many felt infrastructure improvements were too expensive.
- » Larger lot development is occurring outside the communities. This meets the custom home demand but not the need for workforce housing.

### “For Sale” Units

- » Shortage of units for sale across all communities.
- » Average time on market for new for sale homes are low, meaning a home could be listed and sold within a few days.
- » Low sale inventory creates pent up demand for units where households are forced to remain in their existing homes for longer periods even if they desire to move within the housing market.

### Property Maintenance

- » Some participants felt there are an inventory of homes that are beyond repair and should be demolished.
- » Perception that communities have a higher property maintenance “standard” than others, which impacts interest in investing in existing or new housing.
- » Previous rehab programs were often only band-aiding homes and not addressing structure issues.

### Builder Capacity

- » Number of quality builders in the county. However, overall numbers are small and they focus mostly on custom built homes
- » Builders are comfortable with remodeling homes and building the traditional single-family detached home. However, some attached housing has been built in St. Ansgar and Osage.
- » Costs continue to rise, including rising expectation of buyers. This includes builders indicating that buyers were looking for in-floor heating.



## CONCLUDING INPUT THEMES

Mitchell County has a growing and stable job market that continues to attract workers with a variety of skill sets. In addition, communities in Mitchell County have strong histories and many lifetime residents who want to retire in their respective communities. To accommodate the housing needs of current and future residents, from young professionals to seniors, several big ideas emerged:

- » The impact of the strong economy on the region's housing market.
- » The shortage of all lots, both infill and new subdivisions, limits the amount of building that can take place inside the cities.
- » The need for housing that meets the needs of retirees at an affordable price.
- » Addressing the affordable housing need for young professional including:
  - The lack of quality rentals across the county.
  - The need for affordable entry level owner-occupied housing and how to create "movement" within the existing housing stock.
  - Enhancing community amenities that young professionals and families desire.
- » The overall lack of rental options across all types – apartments, duplexes, single-family home rentals, and income based units.
- » Need to create partnerships that can forge incentives to stimulate building activity and variety.
- » The property maintenance issues associated with an older housing stock, builder capacity, and home owner skill sets.

## DIRECTIONS FORWARD

---

An effective housing study provides leaders and stakeholders with a strategy to begin addressing housing issues and leverage housing assets to meet the needs of current and future residents. As indicated in the previous sections, there is a connection between economic development and housing—indeed housing development is economic development. This section identifies strategic policies and programs that will support these efforts and the goals outlined in Chapter 3.

### PROGRAM STRUCTURE: HOUSING PARTNERSHIPS

There are many groups and organizations that need to be at the table to successfully develop and implement housing programs. These partners should include a variety of expertise to have the capability to address specific housing needs around the county. For Mitchell County these partnerships include:

- » Mitchell County Economic Development
- » Cities and County
- » Banks
- » Realtors
  
- » Employers and School Districts

A housing partnership can provide project development, financing, and marketing capabilities using the tools and methods identified in this chapter.

#### Mitchell County Economic Development

MCED already serves as a central place for achieving specific county wide goals. In the past this has even included assistance on housing initiatives. The role of MCED could be expanded to oversee and manage a new housing partnership. MCED has the resources and tools to work with cities, developers, financial institutions, employers, and recruiters to drive the efforts of a housing program. They can also continue to play a vital role in marketing and promotion of housing and community resources.

#### Cities and County

Cities generally have the responsibility of providing and maintaining urban infrastructure and municipal services and, under the Iowa Redevelopment Law, can initiate community redevelopment projects. Consistent with these responsibilities, Mitchell County's cities should: finance capital improvements using techniques that reduce and/or defer the front end cost of lots, assemble or acquire property for development or redevelopment as needed, and act to promote other projects or remove obstacles to developments that provide entry level housing and units that accommodate the county's lowest income households. The role of each of the cities in the housing partnership may vary by community but could include:

- » Acquisition and site preparation of infill redevelopment sites.
- » Financial assistance through CDBG, TIF, and other programs.
- » Subdivision development with infrastructure.
- » Funding and management of energy saving programs through their local utilities.
- » Funding and management of any residential incentive loans.
- » Code enforcement on property maintenance standards and conditions.

Communities in Mitchell County have tried some financial assistance and development programs in the past, but not in a targeted approach that aims to fill gaps using multiple programs. As part of a housing partnership a coordinated strategy becomes easier to implement.

#### Banks

Banks play a crucial role in developing a housing program by evaluating risk, but also working with developers to finance non-traditional projects. Banks, when working together, can also pool their resources to finance new development and reduce the risk for any one financial institution, but also help home buyers directly through methods such as down payment assistance programs.





## Realtors

Realtors role in a housing partnership involves informing builders, cities, and MCED on the preferences of buyers. Their secondary role involves marketing new housing, or rehabilitated homes, to potential residents and working with employers to match new recruits with housing that fits employees' needs.

## Employers and School Districts

Major employers can play a variety of roles. This may include:

- » Working with the MCED and realtors to ensure adequate housing for employees.
- » Providing financial support to one or more of the potential funding mechanisms discussed below.
- » Expanding employee benefits to include some type of housing benefit. This may include:
  - Moving and relocation support
  - Employer assisted housing through programs that provide matching funds for a down payment
  - "Corporate" unit(s) that can be used by interns or top management that are relocating to the area. This type of unit(s) could even be shared among different employers

Similarly, school districts can work to provide housing incentives to new teachers. Additionally, school districts need to continue to reinvest in their facilities and quality of services they provide. Services and programs related to the building trades gets students interested in the profession, while also offering the potential for demonstration projects in the community. Lastly, many families base their decision on where to live because of the school district. Mitchell County has great schools and they should continue to be prioritized as a recruitment tool and housing asset.



### Housing Incentives at Saint Louis University

Saint Louis University has provided a housing benefit to its employees through an Employer Assisted Housing Program (EAHP). The EAHP provides three benefits for the University employees:

1. Housing information and education on home ownership
2. When available, preferred rates and reduced closing costs on mortgage and refinancing costs through partnering institutions.
3. When available, forgivable loans for eligible employees, applicable towards the purchase of a home located in the designated neighborhoods new campus.

This program applies to all current, full-time faculty and staff members. Properties eligible for the forgivable loan program must be located with specific revitalizations areas. For Mitchell County a program could be focused on a redevelopment area, specific community in the county, or anywhere within Mitchell County. In the SLU program the percentage of the loan that is forgiven increases with the number of years of employment after origination of the loan, up to 100% of the loan after five years of employment.

## PROGRAM STRUCTURE: FINANCING TOOLS

Financing tools are one approach the housing partnership can use to for new housing development programs. Creative approaches to financing should continually be explored but several core mechanisms include:

- » Lending Consortium
- » Housing Trust Fund
- » Tax Increment Financing
- » Tax Abatement
- » State and Federal Programs

In addition, several programs exist for Mitchell County, with most funds being offered and competed for across multiple counties, mostly limited to lower income households. The programs detailed in this chapter expand to target a wider variety of housing types and income levels.

### Lending Consortium

Many of the county's housing strategies must have a source of financing, including expanded responsibilities of MCED. Such a financing program should be designed for maximum leverage (in the language of community development, leverage is the ability of program dollars to generate private investment in response); shared risk; and quick turnover rather than long-term financing.

The development of a housing partnership should include either a "lenders consortium" or a local housing trust fund. A lenders consortium is a cooperative venture among lending institutions active in the area market to spread individual risk. In addition, these cooperative ventures can attract the support of other agencies such as the Iowa Finance Authority (IFA), the Federal Home Loan Bank, and the Iowa Economic Development Authority.

A lending consortium is an ideal instrument to:

- » Provide short-term financing or "patient financing" for builders and contractors in the community, and to provide interim financing for projects developed by the housing partnership, cities or even the county.
- » Fill gap financing needs that arise when the cost of construction is more than the finished value of the home. This often occurs when developers are tasked with building more affordable housing options or housing not tested in a local market.
- » Offer down payment assistance for new homeowners, like programs offered by NIACOG and Homeward Housing Inc. A major hurdle for many young or lower income household looking to buy includes saving enough money to make a down payment even though

### North Iowa Area Council of Governments

A regional organization to provide support and service to individual communities and coordinate intergovernmental cooperation. A housing trust fund managed by NIACOG offers funding for several programs.

- » Single-family new construction down payment assistance – 25% of purchase price for new homes in the region, limited to lower income households.
- » Emergency Repair Program – Grants up to \$2,000 for home repairs including malfunctioning furnaces, water heaters, handicap ramps, or other emergency repair items. Grants are limited to lower income household that have a senior or disabled resident.
- » Major Home Overhaul – Open for 2018 this program will provide an average of \$24,000 per project for home repairs such as roof replacement, vinyl siding, wall and basement repairs, and other major home upgrades. Funds are limited to lower income households.

### Homeward Housing Inc.

An 11 county housing trust providing grants and loans for lower income households.

- » Grant up to \$5,000 for rental deposits, utility deposits, and home repairs. Limited to households at or below 30% of the County median income
- » Grant or loan up to \$7,000 for down payment assistance, closing costs, or repairs. Limited to households at or below 80% of the County median income.
- » Community Revitalization for Housing Loan Program – Offers low interest loan up to \$80,000 for commercial property owners who renovate upper levels of commercial building for housing.
- » Lot Purchase Loan Program – Offers up to a \$40,000 loan for assistance in purchasing a lot for new residential construction.
- » Community Construction Loan Program – Offers up to \$120,000 per home to assist communities with speculative housing construction. Limitation apply on the amount offered and loans are granted to a community or economic development group.



these households may not meet federal criteria to be considered low income. Assistance in the form of grants or forgivable loans help these households get into housing ownership and begin to build equity in the market.

### Housing Trust Fund

A housing trust fund provides a source of seed capital which can include the banking community, unconstrained by program regulations, for a city to use for the purpose of developing needed housing types. The North Iowa Area Council of Governments and Homeward Inc. each manage regional housing trust funds. The county should explore the possibility of working with these existing trust funds to meet local needs. These existing entities may be able to expand programs to meet specific needs within Mitchell County with additional, targeted funding from Mitchell County sources.

The popularity of trust funds can be attributed to their inherent flexibility. For Mitchell County, these dollars could be used to support construction of new entry level housing, rehabilitation of existing housing, or development of new rental housing. Trust funds can be funded in several ways, including dedication of a specific share of local option sales tax, fees, local revenue bond issues, or grants and charitable contributions. Through charitable contributions to a trust fund, the county's employers could play a vital role in housing quality and choice in the county.

### Tax Increment Financing

Tax increment financing (TIF) can be a valuable tool to support land acquisition and development financing that eliminates blight or promotes economic development, which includes public improvements for housing development. TIF uses the added tax revenue created by the redevelopment to finance project-related costs such as land acquisition and public improvements when a redevelopment plan for the area is adopted.

The use of TIF to support development should follow the below principles:

- » To demonstrate that a certain housing product or price-point can work in Mitchell County.
- » To enable development that would not occur "but for" the use of TIF. This means that without assistance, the development (housing products, price-points, etc) would not occur.
- » TIF is most appropriate to support lower price point homes and housing variety that may not be undertaken on available lots. The offset of infrastructure costs is meant to reduce costs for these housing projects.

### Tax Abatement

Tax abatement programs have been used in communities across Iowa to reduce the costs of home rehabilitation and new construction. Tax abatement can come in a variety of forms, but simply provides an offset in property taxes paid by the homeowner. Most commonly programs freeze taxes applied on the prior home value when a property owner makes improvements that increase the value of the home. Abatement can also apply to new construction, offering no property taxes for a certain period of time for newly constructed homes. Lower taxes reduce the cost of homeownership and rehabilitation in the short-term and increase the number and quality of the housing stock for the city in the long-term.

### State and Federal Programs

Several State and Federal programs already exist and are available for communities to use. However, some programs require extensive application or qualification procedures. The housing partnership can help migrate through and market these programs and help builders, developers, and residents realize their benefits. Programs include:

**Iowa Workforce Housing Tax Credit Program.** Managed by the Iowa Economic Development Authority, this program offers tax benefits to developers undertaking housing development projects targeted at middle income households. The program requires a city to be designated as a "distressed" community in relation to low housing supply and high demand.

**CDBG .** The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs including housing improvements. These funds are awarded through a competitive grant process. In terms of housing CDBG funds are most often used for owner occupied housing rehabilitation activities, often subject to affordability requirements.

**State Trust Fund.** Managed by the Iowa Finance Authority, the State Trust Fund works like a housing trust fund by offering funds through two programs aimed at providing affordable housing – the Local Housing Trust Fund Program and Project-Based Housing Program.

**Iowa Finance Authority Programs.** Multiple grant and loan programs are available for new homeowners, low income households, and renters.

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

**A RESOLUTION ENDORSING AN APPLICATION FOR GRANT FUNDS**

WHEREAS, the City Council has established “Promote Housing Development” as one of its top 3 strategic priorities for calendar years 2018 and 2019; and

WHEREAS, a key component of developing effective policy in this area is conducting a housing market analysis; and

WHEREAS, numerous partners have agreed to participate in this effort, with the potential for strong positive countywide impact; and

WHEREAS, the City Council wishes to apply for funds from the Washington County Riverboat Foundation on behalf of this Washington County Partnership to assist in this project.

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

Section 1. The City Council endorses the submission of an application for mini-grant funds to the Washington County Riverboat Foundation in the amount of \$2,000 for the Washington County Partnership Housing Study.

Section 2. The City states its commitment to acting as the fiscal agent for this effort, and to working with its partners to fund the local match needed to complete the study.

PASSED AND APPROVED this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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



## 2018 MINI-GRANT APPLICATION

### Applicant Organization Information:

1. Applicant Organization: CITY OF WASHINGTON
2. Mailing Address: 215 East Washington Street
3. City, State, Zip: Washington, IA 52353
4. Federal Tax ID#: 42-6005318
5. Tax Exempt Category:  501c(3),  501c(4),  501c(6),  School District  
(Check only one)  City/County Gov't,  Other: (If government or school project, you must supply a supporting resolution from the governing body)

### Contact Information:

6. Primary Contact Name: BRENT HINSON
7. Title in Organization: City Administrator
8. Daytime Phone: 319-653-6584 Evening Phone: 641-373-2535
9. E-mail address: bhinson@washingtioniowa.gov

### Project/Program Information:

10. Project Title: WASHINGTON COUNTY PARTNERS HOUSING STUDY
11. Project Address: Kalona, Riverside, Washington, Wellman
12. WCRF Grant Request \$2,000 (not to exceed \$2,000)
13. Matching Funds: \$23,000 (not required)
14. Total Project Cost (12+13): \$25,000
15. Provide a brief description of the project you are seeking funds for (10 lines):

The Washington County communities of Kalona, Riverside, Washington and Wellman are partnering with Kalona Cooperative Technology Company, the Iowa Area Development Group's Ripple Effect program, and Alliant Energy to conduct a housing study that will provide data and insights into the proper future direction of housing programming, including both new and existing housing stock in our communities.

The cost of the study is expected to be \$25,000. We would appreciate your support in moving forward this cooperative effort, which we believe will be of great benefit to our communities and Washington County as a whole.

*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*

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## **Memorandum**

May 31, 2018

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

From: Brent Hinson   
City Administrator

Re: Relocation of Generator to Maintenance Shop

In the course of the Fire Station project, it was determined that the current 100kW generator would need to be replaced with a new 150kW generator to be able to reliably serve the entire building including the 14,000 square feet of space to be added to the existing building. We investigated options such as trading in the existing generator or selling it outright, but because the existing generator was funded by FEMA, we would have to pay back a large portion of any amount of money we received from the potential sale.

We first investigated whether the existing generator could be deployed at either Well 6 or Well 7 but found that it was not workable for Well 6 due to the larger 125-horsepower engine at that site, and it was very marginal at Well 7 with its 100-horsepower engine. We then turned our attention to the Maintenance & Construction shop, since that needs to be accessed in emergency situations, and it is very cumbersome to operate the overhead doors without power. We are also interested in getting the fuel pumps, which are used by all departments including public safety, on a generator.

We solicited quotes from 4 commercial electricians for the relocation of the generator and received 2 quotes back. We recommend the quote from Shaw Electric in the amount of \$15,270, which includes re-routing the electrical for the fuel pumps from the main M/C building so that they can be on backup power. This was not a budgeted item, because we did not become aware until well after budget time that the existing generator would not work for the expanded Fire/Police/City Hall complex, but we think it represents a wise investment of taxpayer dollars. The expenditure will likely not occur until August (the new generator will arrive on site sometime after August 1 and will need to be installed before the existing generator can be removed). We feel that we can make this adjustment within the M/C budget and not go over budget for next fiscal year.



**SHAW ELECTRIC INC**

COMMERCIAL ■ RESIDENTIAL ■ INDUSTRIAL

5-21-18

RE: Quote # 18-0509  
Generator relocate  
City of Washington  
Electrical Bid Proposal

Dear Sir:

It is with a great deal of pleasure that we submit this proposal in the amount of **\$14,108** for above referenced project, bid shall include but is not limited the following:

- **Demo existing generator and transfer switch from fire station and relocate to 515 E 6<sup>th</sup> Street Washington IA**
- **Mount transfer switch next to existing electric meter and install no more than 20' of above ground conduit to new generator. I'm not including any underground conduit for this, we should be able to come into the side of generator for the feed**
- **Tie transfer switch into existing service on outside of building with a new splice box**
- **Tie in one new 20a circuit to generator for battery charger**
- **Crane or other lifting device as necessary to lift generator onto our trailer and relocate, as well as set generator on new pad by city**

The following are excluded from our bid:

- **Temporary generators if needed**
- **Generator fuel**
- **Generator concrete pad at new location**
- **DNR permit if required**
- **Adding a remote Emergency stop if required by inspector**
- **Adding a remote generator annunciator**
- **Any costs from power company**
- **Overtime labor**

Optional adder \$1,162

- **Run new circuit from main buildings 120v panel to existing junction box on older warehouse to feed the fuel pumps. Once the generator was moved, this would make your fuel pumps on generator backup**

If you need any additional information on this bid, please feel free to contact me. We look forward to working with you on this project.

**The amount of our company's payment and performance bond, if required, is \$9.00 per \$1,000.00 of the total bid amount.**

**This is a firm quote, valid for 30 days from submission.**



930 East River Drive ■ Davenport, IA 52803 ■ Phone 563-323-3611 ■ FAX 563-323-3830



Washington Electric Service

1011 North Marion Ave.  
Washington, IA 52353



Family owned and operated  
since 1970

# Estimate

Date	Estimate #
5/31/2018	5296

Name / Address
City of Washington 215 East Washington Washington, Iowa 52353

Description	Qty
<p>Maintenance building- install generator delivered from City Hall</p> <p>Price includes installation of generator, transfer switch, and other materials from city hall. Modification of feeder from service disconnect to feed transfer switch (400 amp) Existing distribution panel feeder (400 amp) fed from transfer switch Feeder from generator (400 amp) to transfer switch Branch circuits from existing panel to feed generator battery charger and engine heater</p> <p>Material and labor to complete project</p> <p>Not included in price: Unloading of generate when delivered Backhoe work and backfill, restoration of finish grade Concrete work for generator pad Sales tax</p> <p>All work performed during normal hours, expect one day without power during transition</p>	

Thank you for the opportunity to work with you on this project

**Subtotal** \$18,500.00

**Sales Tax (0.0%)** \$0.00

**Total** \$18,500.00

Phone #	Fax #
(319) 653-5757	(319) 863-7035



Washington Electric Service

1011 North Marion Ave.  
Washington, IA 52353



Family owned and operated  
since 1970

# Estimate

Date	Estimate #
5/31/2018	5297

Name / Address
City of Washington 215 East Washington Washington, Iowa 52353

Description	Qty
Maintenance Building	
Circuit to fuel pumps from main building panel	
Circuit Breaker. QO 10-40 amp 1 pole	1
metal clad cable, #10 3 conductor with ground	200
Miscellaneous fittings and hardware	1
Matt, skilled Apprentice Electrician, Iowa EL-088095-UP	8
Sam, Journeyman Electrician EL-5847JA	2

Thank you for the opportunity to work with you on this project

**Subtotal** \$1,194.45

**Sales Tax (0.0%)** \$0.00

**Total** \$1,194.45

Phone #	Fax #
(319) 653-5757	(319) 863-7035

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

**RESOLUTION ADOPTING PROCUREMENT POLICY**

WHEREAS, the City of Washington has received a Community Development Block Grant from the Iowa Economic Development Authority; and

WHEREAS, the Iowa Economic Development Authority requires the City of Washington to adopt Procurement Policies in order to utilize such funds;

THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington that it agrees to adopt and implement the attached Procurement Procedures for use during the implementation and administration of the City's Community Development Block Grant Program.

PASSED AND APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Jaron Rosien, Mayor

Attest:

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

## PROCUREMENT POLICY

### PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

### APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Washington related to the implementation and administration of the Community Development Block Grant. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200.

### POLICY

#### GENERAL PROCUREMENT PRACTICES

The City of Washington will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

#### COMPETITION

The City of Washington will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

#### FIVE METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act)

B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.

C. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the required method for procuring construction.

1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:

- a) A complete, adequate and realistic specification or purchase description is available.
- b) Two or more responsible bidders are willing and able to compete effectively for City of Washington's business; and
- c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.

2. When sealed bids are used for a procurement under a grant, the following requirements apply:

- a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
- b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
- c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
- d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of City of Washington indicates that such discounts are generally taken.
- e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

D. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

1. Requests for Proposals shall be publicized (publicly advertised), and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical

2. Requests for Proposals shall be solicited from an adequate number of qualified sources.

3. City of Washington shall have a method for conducting evaluations of the proposals received and for selecting awardees.

4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.

5. City of Washington should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

E. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:

1. The item is available from only a single source;

2. After solicitation of a number of sources, competition is determined inadequate;

3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and

4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).

F. City of Washington will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

## RECYCLED MATERIALS

The City of Washington will procure items with the highest percentage of recycled materials practical. City of Washington shall include in all request for proposals and bid documents over \$10,000 the following language: "The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247."

## CONTRACT PRICING

A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

B. The City of Washington shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

## PROCUREMENT RECORDS

The City of Washington shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The City of Washington shall make technical specifications and procurement documents available for review upon request.

## BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

EFFECTIVE DATE

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jaron Rosien, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, 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*

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## **Memorandum**

May 31, 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: Sidewalk Trip Hazards Program

As per discussion last time, we examined the idea of increasing the maximum reimbursement for corner lots from \$750 to \$1,000. For the current notices, we only had 2 properties that would be (positively) affected by this change. We do not see this as being problematic for the program, so have attached an updated resolution as well as the marked-up changes page from the policy itself for your review and approval.



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

**A RESOLUTION ADOPTING A SIDEWALK INSPECTION PROGRAM**

WHEREAS, in order to protect public safety and promote community walkability, the City Council recognizes the need for proactive action in regard to the public sidewalk network; and

WHEREAS, abutting property owners are responsible for maintaining sidewalks under the City of Washington Code of Ordinances (2014), Section 136.04, and the City Council may serve notice upon abutting property owners of non-complaint sidewalks under the City of Washington Code of Ordinances (2014), Section 136.05; and

WHEREAS, City staff has prepared a program for proactively providing for the repair of sidewalks.

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

Section 1. The Washington Sidewalk Inspection Program as amended, attached as Exhibit A to this Resolution, is hereby adopted.

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

PASSED AND APPROVED this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

### **Repair Process:**

If a sidewalk is in need of repair the property owner will have two choices:

#### **Property Owner Repair:**

The property owner will repair the sidewalk themselves or hire a contractor to perform the repairs. These repairs will need to be completed prior to July 1<sup>st</sup> of the year following the inspection. This work will require a city permit. The sidewalk installation must meet all city guidelines for construction and be inspected by the city inspector prior to pouring the new sidewalk.

#### **City Contracted Repair:**

All sidewalks identified as non-compliant that have not been repaired prior to July 1<sup>st</sup> of the year following the inspection will be repaired by a contractor chosen by the city.

### **Cost Sharing:**

If a property owner chooses to repair the sidewalk either by themselves or by a contractor. The city will reimburse the property owner \$3.00 per square foot for the original quantity of sidewalk that failed inspection. Reimbursements will be capped at \$500 per property with sidewalk in one ROW and ~~\$750~~1,000 for properties with sidewalk in two ROW's. This reimbursement will be available to the property owner **after July 1<sup>st</sup>** of the year following the inspection. If the property owner chooses to have the city contract the repairs. The city will complete the work and bill the property owner for the unit price of the work minus a credit of \$3.00 per square foot of replaced sidewalk. The property owner will have 30 days after receiving the bill to pay. If not paid in 30 days the bill will be assessed to the property. Assessment to the property will ~~enforce~~incur additional fees. Credits will be capped at \$500 per property with sidewalk in one ROW and ~~\$750~~1,000 for properties with sidewalk in two ROW's.

### **ADA Compliance:**

If the sidewalk repair consists of five or more adjoining slabs or involves a curb ramp the installation of the new sidewalk must meet current ADA compliance. If this is encountered the city staff will assist the property owner in the layout of the new sidewalk.

**RESOLUTION NO.**

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

WHEREAS, the City of Washington, Iowa is empowered to levy, assess, and collect costs of delinquent water service accounts to the property owner and,

WHEREAS, water service charges remain unpaid and delinquent for the following listed property owner:

The property of Ramon Chavarria at 601 S. Marion Ave. for the amount of \$390.32. Legal description (03 01 MILLERS ADD). Parcel Number (11-17-361-024).

The property of Nick Luke at 820 S. Marion Ave. for the amount of \$159.57. Legal description (06 06 S WASH EXC E 16.50 FT). Parcel Number (11-20-134-005).

The property of Nick Luck at 1009 E. 2<sup>nd</sup> St. for the amount of \$188.55. Legal description (49 SMOUSES E SID ADD E3/4 LOT 48 & W 8.25 FT). Parcel Number (11-17-433-002).

The property of Nick Luke at 515 W. 5<sup>th</sup> St. for the amount of \$78.56. Legal description (02 04 M M YOUNGS ADD N OF RR). Parcel Number (11-17-158-001).

WHEREAS, Purchased material charges remain unpaid and delinquent for the following listed property owner:

Nick Luke Construction, 517 S. Ave. C in the amount of \$125.00. Legal description (03 ORRS SD LOT 3 & ADJ VAC ALY). Parcel Number (11-17-359-014).

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

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

Passed and approved this 5th day of June, 2018.

\_\_\_\_\_  
Jaron Rosien, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, 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  
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## **Memorandum**

June 4, 2018

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

From: Brent Hinson  
City Administrator

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

Re: Business Park Lot Sale to Jim Schrier

Jim Schrier would like to purchase Lot 2 in the Washington Business Park for \$25,000 versus the \$30,000 list price. Jim has a trucking business, and plans to construct a building for his business plus additional business/industrial condos. Industrial condos have been growing in popularity in recent years. They provide an inexpensive way for new businesses to start up, and have an appropriately zoned site to build their business (as opposed to manufacturing items in their garage, for example). I have attached an example provided by Greiner Buildings of the general concept. The industrial condos shown are in the Tiffin Industrial Park.

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

**A RESOLUTION ACKNOWLEDGING FULFILLMENT  
OF A CONTRACT FOR SALE OF REAL PROPERTY**

WHEREAS, the City of Washington has entered into a Purchase Agreement with the Washington Economic Development Group regarding the sale of lots in the Washington Business Park on a contract basis; and

WHEREAS, it is stipulated that if an end buyer asks for terms different than stated in this Purchase Agreement, the City Council must act to acknowledge the contract as being fulfilled under those amended terms; and

WHEREAS, Jim A. Schrier has proposed to purchase Lot 2 for \$25,000 versus the \$30,000 list price.

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

Section 1. The City Council acknowledges the contract for Lot 2 as being fulfilled under the terms of the offer attached to this Resolution, and the Washington Economic Development Group is authorized to release the deed for Lot 2 to Jim A. Schrier as per the real estate purchase agreement and the payment of \$25,000.

PASSED AND APPROVED this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

6/4/2018

Randy Miller2-WEB.jpg





# RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT



This form approved by the Iowa City Area Association of REALTORS<sup>®</sup>



Date of Agreement June 1, 2018

TO City of Washington (SELLERS:)

1. **REAL ESTATE DESCRIPTION.** The undersigned BUYERS hereby offer to buy real estate in Washington County, Iowa, locally known as: Lot 2 Buchanan St. Washington, IA. and FOLLOWING THE LEGAL DESCRIPTION CONTAINED IN THE TITLE DOCUMENT BY WHICH THE SELLER RECEIVED TITLE TO THE PROPERTY, SUBJECT TO APPROVAL OF BUYER'S ATTORNEY, or described as follows: As written in the abstract

with any improvements located there on, easements of record and appurtenant servient estates, and subject to the following: (a) any zoning and other ordinances; (b) any covenants of record; (c) any easements of record for public utilities, roads and highways; and (d) (consider: liens, other easements, interests of others) designated the Real Estate; provided BUYERS, on possession, are permitted to make the following use of the Real Estate:

If applicable, see HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION/COMMON INTEREST COMMUNITY ADDENDUM (HOA).

2. **PURCHASE PRICE.** The Purchase Price shall be \$25,000.00 (Twenty-five thousand dollars) and the method of payment shall be as follows: \$ 1,000.00 with this offer to be deposited upon acceptance of this offer, in the trust account of Elliott Realty Group Trust or Lepic-Kroeger Realtors

to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any, and the balance of the purchase price as designated below.

Select: (A) (B) and/or (C) or (D)

A.  **NEW MORTGAGE:** Check  (CONV)  (FHA) or  (VA)

This Purchase Agreement is contingent upon the BUYERS obtaining a written commitment for a first real estate mortgage for \_\_\_\_\_% of the purchase price with interest on the promissory note secured thereby of not more than \_\_\_\_\_% amortized over a term of not less than \_\_\_\_\_ years, with a balloon due date of not less than \_\_\_\_\_ years. BUYERS agree to pay no more than \_\_\_\_\_% for loan origination fees and points, and to pay in addition all other customary loan costs. BUYERS agree upon acceptance of this offer to immediately make application for such mortgage with a commercial mortgage lender and to exercise good faith efforts to obtain a mortgage commitment as above provided. Upon receiving written loan commitment, (supported by the lender's required appraisal), BUYERS shall release this contingency in writing. If BUYERS have not delivered a written financing contingency release containing the above terms, or terms acceptable to BUYERS on or before \_\_\_\_\_, at \_\_\_\_\_ ( A.M.  P.M.  Noon) either SELLERS or

BUYERS may declare this Purchase Agreement null and void and all payments made hereunder shall be returned. BUYERS shall pay the balance of the purchase price at the time of the closing by combination of BUYERS' personal funds and the net mortgage proceeds.

B.  **CASH:** BUYERS will pay the balance of the purchase price in cash at the time of closing. This Purchase Agreement is not contingent upon BUYERS obtaining such funds.

C.  **OTHER FINANCING TERMS:**

D.  If a Mortgage Assumption, Installment contract Assumption, or Installment contract Sale, see attached addendum.

3. **POSSESSION.** If BUYERS timely perform all obligations, possession for the Real Estate shall be delivered to BUYERS on On or before June 28, 2018 with any adjustments of rent, taxes, insurance, interest, and other applicable matters to be made as of the date of transfer of possession. Closing of the transaction shall occur after approval of title and vacation of the premises by the SELLERS, in the condition ready for BUYERS' possession. Possession shall not be delivered to the BUYERS until completion of the closing, which shall mean delivery to the BUYERS of all title transfer documents and receipt of the purchase price funds then due from BUYERS. If by mutual agreement the parties select a different possession or closing date, they shall execute a separate agreement setting forth the terms thereof.

4. **REAL ESTATE TAXES.** SELLERS shall pay all real estate taxes which are due and payable, as of the date of possession, and constitute a lien against the above described Real Estate and any unpaid real estate taxes for any prior years. Except for the tax proration hereinafter set forth, BUYERS shall pay all subsequent real estate taxes. SELLERS shall also pay a prorated share, based on the date of possession, of the real estate taxes for the fiscal year ending June 30, 2018, and payable in the fiscal year commencing July 1, 2018, based upon one of the following formulas: Select (A) or (B).

A.  Net taxes payable in the current fiscal year in which possession is given to BUYERS. (Do not select this alternative if the current year's taxes are based upon a vacant lot or partial construction assessment.)

B.  An amount calculated based upon the assessed valuation, legislative tax rollback, and real estate tax exemptions that will actually be applicable to and used for the calculation of taxes payable in the fiscal year commencing July 1, 2018. If, at the time of closing, the tax rate is not certified, then the most current, certified tax rate shall be used.

5. **SPECIAL ASSESSMENTS.** Select: (A) or (B)

A.  SELLERS shall pay all special assessments which are a lien on the Real Estate as of the date of closing.

B.  SELLERS shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof. All other special assessments shall be paid by BUYERS.

Buyers' Initials [Signature] Seller's Initials \_\_\_\_\_ Acknowledge they have read this page.

Revised 5-17

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6. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, automatic garage door openers and transmitter units, all drapery rods and curtain rods, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners (unless water softener is rental), automatic heating equipment, air conditioning equipment, wall-to-wall carpeting, mirrors attached to walls or doors, fireplace screen and grate, attached barbecue grills, weather vane, all built-in kitchen appliances, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and also including the following: \_\_\_\_\_

Each of the above included items is a fixture that integrally belongs to or is a part of the Real Estate. In the event any of the above items are characterized as personal property, such personal property items are not considered a part of the Real Estate and shall be transferred with no monetary value, free and clear of all liens and encumbrances.

The following items shall be excluded: \_\_\_\_\_

7. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Real Estate to BUYERS or their assignees, by \_\_\_\_\_ general warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in 1(a) through 1(d). Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of SELLERS continuing up to time of delivery of the deed.
8. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
9. **CONDITION OF PROPERTY.**

A. The property as of the date of this Purchase Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. The SELLERS warrant that the heating, electrical plumbing, and air conditioning systems, well (if applicable) and all included appliances will whether subject to inspection set forth hereinafter or not, be in good working order and condition as of the date of delivery of possession. In determining whether or not the warranted systems are in good working condition and, for the purpose of inspecting the property as outlined in Paragraph 9B (1) of this Purchase Agreement, working condition shall be defined as operating in a manner in which the item was designed to operate.

B. The BUYERS must choose one of the following alternatives relative to the condition and quality of the property:

- 1)  By \_\_\_\_\_  AM/  PM on \_\_\_\_\_, the BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice, including but not limited to a qualified home inspector, contractor(s), engineer(s), or other such professional(s), to determine if there are major deficiencies in the FOLLOWING MAJOR COMPONENTS of the Real Estate: central heating system, central cooling system, plumbing system, well and well water (if applicable), electrical system, roof, walls, ceilings, floors, foundation and basement. SELLERS and BUYERS acknowledge that the property may have imperfect cosmetic conditions that do not affect the working condition of the item and are not considered major deficiencies, including, but not limited to, broken seals in windows; minor tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, or chips in ceilings, walls, floors; and/or surface cracks in driveways or patios. Failure to meet present construction standards and code requirements is not considered a deficiency in the property unless it is new construction, or unless that failure produces a condition which creates an unreasonable danger or risk to the property or to its occupants. By the same date, BUYERS must notify the SELLERS in writing of any MAJOR deficiencies for which they are requesting remedies. The notification must be accompanied by a copy of a written inspection report from a qualified inspector identifying the deficiencies. SELLERS shall, within FIVE (5) calendar days after receipt of BUYERS' notification, notify the BUYERS in writing either that (1) SELLERS agree to remedy the deficiencies as requested by BUYERS, in which case this Purchase Agreement as so modified shall be binding on all parties, or (2) SELLERS do not agree to the remedy request in whole or in part and offer a counter proposal to BUYERS. Upon receipt of said counter proposal from SELLERS, the BUYERS shall have FIVE (5) days in which to accept the SELLERS' counter proposal by signing it, or to notify the SELLERS in writing that such steps are not acceptable, in which case, either SELLERS or BUYERS may declare this offer null and void, and any earnest money shall be returned to BUYERS. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYERS, OR, IF BUYERS FAIL TO RESPOND TO THE SELLERS COUNTER PROPOSAL, WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS PURCHASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IF THE SELLERS FAIL TO RESPOND TO THE BUYERS' REMEDY REQUEST WITHIN THE TIME SPECIFIED HEREIN, BUYERS MAY DECLARE THE OFFER NULL AND VOID AND ALL EARNEST MONEY SHALL BE RETURNED.

- 2)  BUYERS acknowledge that they have been advised of their right of property inspection and have declined to make said inspection.

C. The BUYERS must choose one of the following alternatives relative to the presence of radon in the home:

- 1)  By \_\_\_\_\_  AM/  PM on \_\_\_\_\_, the Buyers may, at their sole expense, have the property tested for the presence of radon gas. Such test shall be conducted by an Iowa Certified Radon Specialist. Seller agrees to sign documents required for the test to be completed and agrees to cooperate with the specialist in carrying out the test. By the same date, BUYERS must notify SELLER in writing of any radon in excess of \_\_\_\_\_ pCi/L. The notification shall be accompanied by a copy of the written radon report. The cost of mitigation, if necessary, shall be negotiated within the time frames and remedies in paragraph 9B(1).

- 2)  BUYERS acknowledge that they have been advised of their right to conduct a radon test and have declined to order said test.

- D. Septic System to be Inspected and Repaired  Yes  No  Not Applicable Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. If applicable see the attached Septic System Inspection and Repair Addendum.
- E. The BUYERS shall be permitted access to the property prior to possession or closing, whichever is sooner, in order to determine that there have been no changes in the condition of the property except those mutually agreed upon and that it is ready for BUYERS' possession. At the time of closing or possession, whichever occurs sooner, BUYERS will accept property in its present condition without further warranties or guarantees by SELLERS or BROKER concerning the condition of the property. This, however, shall not relieve the SELLERS of any liability for any condition(s) that is (are) defined as latent defect(s) or any express written warranties contained in this Purchase Agreement or other written agreement between the parties; nor shall this paragraph relieve the Sellers of any liability for any implied warranty applicable under Iowa law.

Buyers' Initials                      Seller's Initials                      Acknowledge they have read this page.



- F. The inspection of any part of the property not covered in 9B(1) or the remedy of any condition not addressed in 9B(1), including but not limited to cosmetic conditions that the BUYERS require shall be addressed in Paragraph 27 of this Purchase Agreement.
10. **WOOD DESTROYING INSECT INSPECTION.** Select (A) or (B)
- A.  By \_\_\_\_\_  AM/  PM on \_\_\_\_\_, BUYERS may, at BUYERS' expense, have the property inspected for termites or other wood destroying insects by a licensed Pest Inspector. If active infestation or damage due to prior infestation is discovered, SELLERS shall have the option of either having the property treated for infestation by a licensed Pest Exterminator and having any damage repaired to the BUYERS' satisfaction, or declaring this Purchase Agreement void. This provision shall not apply to fences, trees, shrubs, or out buildings other than garages. BUYERS may accept the property in its existing condition without such treatment or repairs. **IF BUYERS ARE OBTAINING VA FINANCING, THEN THE COST OF THE TERMITE INSPECTION SHALL BE BORNE BY THE SELLERS.**
- B. JS  BUYERS acknowledge that they have been advised of their right of a pest inspection and have declined to make said inspection unless required by lending institution at which time said inspection would be at BUYERS' expense and the BUYER will have the same rights as under paragraph 10A if active infestation or damage due to prior infestation is discovered.
11. **INSURANCE.** SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Purchase Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages.
12. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
13. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to BUYERS for examination. It shall show merchantable title in SELLERS' names in conformity with this Purchase Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. If, at the time of closing there remain unresolved title objections, the parties agree to escrow from the sale proceeds a sufficient amount to protect the BUYERS' interests until said objections are corrected, allowing a reasonable time for the corrections of said objections; provided, however, that if the commercial mortgage lender of the BUYERS will not make the mortgage funds available with such escrow, the provisions for escrow for title defects shall not be applicable.
14. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and continuing or recaptured rights of SELLERS in the Real Estate, shall belong to SELLERS as joint tenants with full right of survivorship and not as tenants in common; and BUYERS, in the event of the death of either SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with paragraph 7.
15. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing of all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
16. **REMEDIES OF THE PARTIES.**
- A. If BUYERS fail to timely perform this contract, SELLERS may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at SELLERS' option, upon Thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) SELLERS may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this contract, BUYERS have the right to have all payments made returned to them.
- C. BUYERS and SELLERS also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
- D. In the event the BUYERS fail to perform their obligations hereunder and the SELLERS successfully forfeit any payments made under this contract, upon receipt by SELLERS, the SELLERS shall pay Broker one-half of the forfeited payment, said one-half not to exceed the total commission due to the Broker. In the event the SELLERS fail to perform SELLERS' obligations under this contract when required to do so, SELLERS shall pay to Broker the Broker's commission in the amount set forth in the SELLERS' Listing Agreement with the SELLERS' Broker.
17. **STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Real Estate, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
18. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, either party may declare this contract null and void, and all payments made hereunder shall be returned to BUYERS.
19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
20. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.
21. **SURVEY AND SQUARE FOOTAGE REPRESENTATION.** The BUYERS may, within 20 days of acceptance of offer, have the property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. Assuming a representation for square footage has been made, BUYERS understand and agree that said representation is only an approximation of the exact number of square feet the property contains. The BUYERS have the right to obtain their own measurement of square footage.
22. **AGENCY DISCLOSURE.** The Listing and Selling Agents/Brokers are agents of the parties hereto as outlined below, and their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty and fairness.

Buyers' Initials JS Seller's Initials \_\_\_\_\_ Acknowledge they have read this page.

Page 3 of 4

Revised 5-17

Serial#: 020822-700152-7882138

formsimplicity

The SELLERS in this transaction are represented by:

Jeff Edberg, Lepic-Kroeger Realtors

(Agent/Brokerage Names)

E-mail:

Fax:

The BUYERS in this transaction are represented by:

Tim Elliott, Elliott Realty Group

(Agent/Brokerage Names)

E-mail:

Fax:

If Agent (including Appointed Agency) and/or Brokerage (including Consensual Dual Agency) Names are shown as representing both parties, a detailed explanation of representation shall be attached. Further, the BUYERS and SELLERS acknowledge that prior to signing this Purchase Agreement that their respective Listing or Selling Agent made a written disclosure of type of representation being provided.

23. RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT.  The Buyer(s) acknowledge receipt of the Residential Property Seller Disclosure Statement prior to executing this Purchase Agreement. A copy of the Residential Property Seller Disclosure Statement is attached to the Purchase Agreement.  Not Applicable

24. NOTICE. Any notice required under this Purchase Agreement shall be in writing and shall be deemed effective if to BUYERS when physical delivery is received by BUYERS or by BUYERS' Agent, and effective to SELLERS when physical delivery is received by SELLERS or SELLERS' Agent. Physical delivery may be either by personal delivery or upon the date of the posting of said notice posted by Certified Mail. As an alternative to physical delivery, any signed document or written notice may be delivered to the respective principal's agent, as set forth in Paragraph 22 herein, in electronic form by facsimile or e-mail. The facsimile or e-mail delivery confirmation shall constitute notice of delivery. Documents with original signatures shall be provided, by the agent, to their principal.

For the SELLERS:

City of Washington

Address:

For the BUYERS:

Jim A. Schrier

Address:

25. REPRESENTATIONS. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein or endorsed in writing.

26. COUNTER PARTS CLAUSE. All parties agree to be bound to this contract even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed copy.

27. OTHER PROVISIONS.

28. TIME FOR ACCEPTANCE. If this offer is not accepted by SELLERS on June 6, 2018 at 12:00 (  A.M.  P.M.  Noon ) it shall become void and all payments shall be repaid to the BUYERS.

\*\*\* THIS IS A LEGAL, BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE \*\*\*

The undersigned have read and agreed to the terms and conditions of this purchase agreement.

Jim A. Schrier

BUYER (PRINT)

*Jim Schrier*  
BUYER (SIGNATURE)

BUYER (PRINT)

BUYER (SIGNATURE)

DATE & TIME

*AS*  
BUYER (SIGNATURE)

6-1-18

DATE & TIME

City of Washington

SELLER (PRINT)

SELLER (PRINT)

SELLER (SIGNATURE)

DATE & TIME

SELLER (SIGNATURE)

DATE & TIME

This offer has not been accepted;

(Initials) (Initials)

See attached counter offer

(Initials) (Initials)