

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



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

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## **Memorandum**

May 4, 2015

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: Pope Sewer Agreement

The City was approached by Bob Pope about the possibility of providing sewer service. The Popes reside at 2203 250<sup>th</sup> Street, which is just outside the city limits. It happens that the West Side Interceptor Sewer, installed in 2012, runs through their property (see map for more detail). The Popes have an immediate issue with his septic tank that would require significant repair and would have to be brought fully up to code, and County Environmental Health has indicated that they will not issue a permit for the repair and upgrade due to the close proximity of city sewer.

The City, by ordinance, will provide sewer for properties outside the city limits only if the owner agrees to voluntarily annex into the city limits at a time of the City's choosing. It happens that Pope's property, while surrounded on the north and south by the city limits, has a property to its east that is also not in the city limits (and happens to be surrounded by the city limits on 3 sides currently). Iowa law does not allow for "islands" of unincorporated territory surrounded on all sides by the city limits. Because annexation of the neighboring property (even if the other owner was willing) is not necessarily desirable at the current time due to the costs of extending water and sewer service to it, we as a staff feel that the best solution in this case is for the Council to approve the attached agreement, which was prepared by City Attorney Olson. In it, the Popes agree to be voluntarily annexed at a future time to be determined in exchange for receiving sewer service. They will be responsible for paying a minimum charge and their usage will be at 175% of the resident rate. They have agreed to have a water meter installed in their house so that we have a direct measure of usage for billing purposes.

Due to the urgent need for the repair, we ask for swift approval if possible.





Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277  
Return to: Washington City Clerk, 215 E. Washington Street, Washington, Iowa 52353 (319) 653-6584

## SEWER CONNECTION AND ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") entered into the City of Washington, 215 E. Washington Street, Washington, Iowa 52353 (hereafter the "City"); and Robert W. Pope and Gayle Pope, husband and wife, 2003 250<sup>th</sup> Street, Washington, Iowa 52353 ("hereafter collectively "Pope").

WHEREAS, Pope is the owner of the following described property located in unincorporated Washington County, Iowa:

Commencing at the SW corner of Section 18, Township 75 North, Range 7 West of the 5<sup>th</sup> P.M., and running thence East along the south line of said Section, 6 chains and 40 links to a stake, thence North 4 chains and 90 links to the center of the public highway as the same is at present located, thence in a southwesterly and westerly direction along the center of said public highway as the same is at present located, 6 chains and 65 links to a stake in the center of said highway on the west line of said Section 18, thence south on said Section's west line 3.51 chains to the place of beginning; excepting therefrom: commencing at the SW corner of Section 18, Township 75 North, Range, 7 West of the 5<sup>th</sup> P.M., in Washington County, Iowa, thence North 90°0' East along the south line of said Section, a distance of 283.0 feet to the point of beginning, thence North 90°0' East a distance of 100.0 feet, thence North 2°35' East a distance of 340.0 feet to the centerline of the concrete highway on a 3°30' curve as exists on June 16, 1971, said highway being otherwise known as Old Highway #92, thence southwesterly along said centerline highway curve, a distance of 103.0 feet more or less to a point 100.0 feet west of the east line of this parcel, thence South 2°35' West, a distance of 302.5 feet to the point of beginning; and further excepting therefrom: commencing at the SW corner of Section 18, Township 75 North, Range 7 West of the 5<sup>th</sup> P.M., thence North 2°35' East a distance of 287.5 feet, thence northeasterly 83 feet along the centerline of Old Highway #92, thence south to a point 83 feet along the centerline of Old Highway #92, thence south to a point 83 feet east of the point of beginning, thence west to the point of beginning, all in Washington County, Iowa. (the "Property")

; and

WHEREAS, Pope has contacted the City about connecting to that certain sanitary sewer main that runs through the Property; and

WHEREAS, it is the City's policy that a person who connects to a public sanitary sewer must annex into the corporate limits of the City; and

WHEREAS, at this time, an annexation of just the Property is prohibited under Chapter 368 of the Code of Iowa (2015) as it creates an island of property located in unincorporated Washington County, Iowa, that would be surrounded by property located within the corporate limits of the City; and

WHEREAS, pursuant to Section 99.09 of the Code of Ordinances of the City of Washington, Pope may be allowed to connect to the City sanitary sewer with the permission of the City Council and pay the rates charged to non-resident users of the sanitary sewer system of the City; and

WHEREAS the City Council of the City of Washington desires to allow Pope to connect to the City's sanitary sewer, at Pope's sole cost, as long as Pope agrees to voluntarily annex the Property into the City at such time as requested by a future City Council.

NOW, THEREFORE, BASED UPON THE COVENANTS DESCRIBED ABOVE, the Parties agree as follows:

1. Annexation. Pope, by the execution of this Agreement, irrevocably agrees to annex the Property into the City voluntarily when an annexation of the Property would not create an island under Chapter 368 of the Code of Iowa. The parties to this Agreement expressly agree that this Agreement therefore constitutes an Application for Voluntary Annexation in the future when requested by a future City Council without further documentation from Pope.
2. Connection to the sanitary sewer system. Upon the execution of this Agreement, Pope, at his sole cost and expense, may cause a sanitary sewer service line, a water meter inside the residence and associated equipment to be constructed and connect into the City's sanitary sewer main which runs through the Property. Said connection shall be made by a licensed contractor and be in strict compliance with the rules and regulations of the City's Maintenance and Construction Department.
3. Payment for sewer services. Pope expressly agrees to pay, when due, all amounts invoiced to Pope by the City using the rates in effect at the time the invoice is created. Pursuant to the purchase agreement for the sewer main, no hook-up fee will be charged to Pope.
4. City ordinances. By execution of this Agreement, Pope expressly agrees to abide by the City's ordinances that pertain to the City's wastewater system.
5. Recording. The City shall cause this Agreement to be recorded and Pope shall reimburse the City for the costs of said recording.



Dated this 4 day of May, 2015.

Robert W. Pope  
Robert W. Pope

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Sandra Johnson, Mayor

Gayle Pope  
Gayle Pope

ATTEST:

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

**STATE OF IOWA, WASHINGTON COUNTY, ss:**

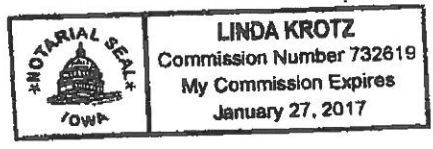
On this 4<sup>th</sup> day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sandra Johnson and Illa Earnest, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro-tem and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Sandra Johnson and Illa Earnest acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda Krotz  
Notary Public

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

This instrument was acknowledged on this 4<sup>th</sup> day of May, 2015, by Robert W. Pope and Gayle Pope, husband and wife.

Linda Krotz  
Notary Public



## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for April 2015**

**By Nicholas Duvall**

This month has been busy since the grass started growing. We have mowed Elm Grove and Woodlawn four times each. We have been settling graves and seeding them. We removed some dying bushes, and had two dead trees cut down. We have put away the snow removal equipment and got the spraying equipment out for spring herbicide applications. We have also repaired a handful of recycling carts.

We would like to thank the council for approving the Gator. It has cut down tremendously on the time it takes us to haul dirt and backfill settled graves. We have had much more time to do other projects since it doesn't take as long to haul dirt.

We have had 7 funerals at Elm Grove this month. This brings our total for the calendar year to 35. This month we plan to continue with services, getting the cemeteries ready for spring, put away snow removal equipment, settle and seed graves, and begin mowing and trimming. We will also be working on records updating as time allows.