



AGENDA OF THE SPECIAL SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD AT WASHINGTON FREE PUBLIC LIBRARY
NICOLA-STOUFER MEETING ROOM
115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, SEPTEMBER 23, 2014

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Special Session to be held at 6:00 PM on September 23, 2014 to be approved as proposed or amended.

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

UNFINISHED BUSINESS

NEW BUSINESS

Discussion and Consideration of Purchase of Backhoe.

Discussion of Planning & Zoning Recommendations – Zoning Code Changes.

Discussion of Outside Employment.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Public Hearing WEDG Purchase Agreement – Tienda La Cruz Site.

Discussion and Consideration Resolution Approving Real Estate Purchase Agreement with WEDG – Tienda La Cruz Site.

Public Hearing on FY15-19 Capital Improvements Plan Update

Discussion and Consideration of FY15-19 Capital Improvements Plan Update.

Discussion and Consideration of Resolution Authorizing Park Board Application to Riverboat Foundation

for Grant Funds.

DEPARTMENTAL REPORTS

Police Department
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor
Mark Kendall
Jaron Rosien
Kathy Salazar
Bob Shellmyer
Bob Shepherd
Russ Zieglowsky

ADJOURNMENT

Illa Earnest, City Clerk

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



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

Memorandum

September 19, 2014

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

From: Brent Hinson
City Administrator

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

Re: Purchase of Backhoe

In the FY15 budget, Council approved \$28,000 for the purchase of a new backhoe. This price was the difference between the quote we received from Martin/Tri-State Equipment for the purchase of a new backhoe (\$87,500) less the trade-in value (\$60,000), and rounded up to the nearest thousand. We would be trading in a 2010 John Deere backhoe. This fits with the strategy of trying to turn over our most major equipment every 4-5 years in an effort to reduce maintenance down time and minimize the up-front capital cost for each purchase due to the relatively high trade value a newer trade commands.

We didn't take into account that the quote from Martin/Tri-State was a year old when we recently went out to bid, and should have built more money into the budget for the purchase. We have new quote from Martin/Tri-State, and are waiting on quotes from other vendors on a similar Cat model and a similar Case model (we expect to get these on Monday or Tuesday), but it appears that we will probably be closer to \$35,000 cost to the City rather than the \$28,000 budgeted. Part of this difference is that the tires of the unit we're trading in need to be replaced, which accounts for \$3,000 in reduced trade value.

We feel that it still makes sense to proceed with the purchase, even at the higher price. The value of the backhoe we have will continue to decline over time, and we have another 2010 backhoe that will have to be replaced in the future. In addition, increased emissions standards will continue to put upward pressure on the purchase of new equipment. The backhoe will be paid from the Water Fund. This fund outperformed expectations significantly in FY14, and even a \$7,000 additional expense beyond this year's budget does not represent a significant hit to the overall fund's budget.

Recommendations to City Council by Planning and Zoning- September 2014

The following recommended changes to the City's zoning and subdivision ordinances have been reviewed and approved by the Washington Planning and Zoning Commission on the basis of an analysis of the codes by RDG planner Marty Shukert, dated May 2012, or on the basis of review and recommendation by the Commission, City Attorney or City Engineer.

1. Recommend that the City Council add zoning district "R-5" Multi-Family Residential for Elderly to **Section 165.02**, Districts and Maps, because it is not listed and we have the zone.
2. Recommend to City Council that maximum time of non-conforming use lapse be changed from 12 to 6 months. (165.03(3B))

165.03 GENERAL PROVISIONS.

B. Any lot or structure, or portion thereof, occupied by a nonconforming use, which is or hereafter becomes vacant and remains unoccupied by a nonconforming use for a period of ~~one year~~ **six (6) months** shall not thereafter be occupied, except by a use which conforms to this chapter.

3. Recommend that the City Council rename "B-1", Retail Business District to "B-1", Central Business District because the district is in the center of town.

165.15 "B-1" ~~RETAIL~~ **CENTRAL** BUSINESS DISTRICTS.

4. Recommend to City Council to change permitted principal (165.16(1H)) uses in B-2 district as follows:

165.16 "B-2" GENERAL BUSINESS DISTRICTS.

H. Commercial baseball field, bath house, or boat house, golf driving range, skating rink, swimming pool, or similar open air recreational uses and facilities, but not within ~~two hundred~~ ~~(200)~~ **fifty** ~~(50)~~ feet of any "R" district.

5. Recommend that the City Council remove sections 165.17(1E), 165.18(3D) and rename 165.17 from "I-1" Industrial Districts to "I-1" Light Industrial Districts.

165.17- "I-1" **LIGHT** INDUSTRIAL DISTRICTS.

165.17(1E)- ~~Any other use that is determined by the Board of Adjustment to be of the same general character as the foregoing permitted uses, but not including any use which may~~

~~become noxious or offensive in an “I-1” district. In determining the character of such use, the Board shall refer to Section 165.25.~~

~~165.18(3D)- Uses determined by the Board of Adjustment to be potentially harmful to surrounding property.~~

6. Recommend to Council that off street parking regulations (165.21.3) be changed from 1.5 to 2 stalls per unit:

165.21 OFF-STREET PARKING AREAS AND LOADING SPACES.

3. Number of Parking Spaces Required.

Dwellings— Single-family detached	2 for each dwelling unit
Dist. Elderly apartment house in “R-5”	3/4 for each dwelling unit
All other	1½ 2 for each dwelling unit

7. Recommend that the City Council eliminate 165.24.5 except for the first paragraph and change the first sentence of section A to delete Zoning Administrator and add Board of Adjustment.

165.24(5)

5. Conditional Use. A conditional use permit shall be obtained for certain uses which may be harmonious under special conditions and in specific locations within a zone, but may not be allowed under the general conditions of the zone as stated in this chapter.

~~A. Application. All conditional use permit applications shall be submitted to the Zoning Administrator.~~ **Board of Adjustment.** ~~All applications shall be accompanied by maps, drawings, statements or other documents as required by the Commission. A non-refundable fee of one hundred fifty dollars (\$150) shall be collected at the time of submittal as determined by the City.~~

~~B. Public Hearing. Prior to the approval, amending or denial of a conditional use permit, a public hearing shall be held by the Commission. Upon the completion of said public hearing, the Commission shall render a decision within ten (10) working days.~~

~~C. Determination. The Commission or the Council on appeal shall have the authority to impose conditions and safeguards as deemed necessary to protect and enhance the health, safety and welfare of the surrounding area. The authorization of conditional use permit shall not be made unless the evidence presented is such to establish the following:~~

~~_____ (1) Such use will not, under the specific circumstances of the particular case, be detrimental to the health, safety or general welfare of the surrounding area, and the proposed use is necessary or desirable and provides a service or facility that contributes to the general well-being of the surrounding area.~~

~~_____ (2) Such use will comply with the regulations and conditions specified in this chapter for such use.~~

~~_____ The Commission shall itemize, describe or justify, then have recorded and filed in writing, the conditions imposed on the use.~~

~~_____ D. Expiration and Revocation. Any granted conditional use permit shall become null and void within one year of the date of approval, if not exercised. A conditional use permit shall be considered exercised when the use has been established or when a building permit has been issued and substantial construction accomplished. If such permit is abandoned or discontinued for a period of one year, it may not be reestablished unless authorized by the Commission or Council on appeal. A conditional use permit may be revoked if the applicant fails to comply with the imposed conditions.~~

~~_____ E. Adjustments. An adjustment to an approved conditional use permit shall be submitted to the Zoning Administrator accompanied by supporting information. The Commission shall review the adjustment and may grant, deny or amend such adjustment and impose conditions deemed necessary.~~

This section should be moved to Chapter 29, Board of Adjustment. In addition, the reference to the Planning & Zoning Commission having review of Conditional Use Permits in 22.05(5) should be deleted.

8. Recommend to City Council that it should be noted in Chapter 165 that **Chapter 165.25 had been moved to Chapter 29 by Ordinance 957 dated 11-4-2009.**

9. Recommend to City Council that verbiage in chapter 165.26(5) be changed as follows:

165.26(5)- District Changes and Ordinance Amendments

5. Written Protest. In case a written protest against a proposed change in the boundaries of a district signed and acknowledged by the owners of twenty percent (20%) or more of **either the frontage property within 200 feet of the property proposed to be altered,** ~~or of the frontage immediately adjoining or across an alley therefrom, or directly opposite the frontage proposed to be altered,~~ is filed with the Clerk, such amendment shall not be passed or become effective except by the favorable vote of three-fourths (3/4) of all members of the Council.

10. Recommend to council that 166.18.1(B2) be change from 33' to 31':

166.18 DESIGN STANDARDS.

B. Pavement. Pavements shall be provided as follows:

(2) Collector—thirty-three feet (~~33'~~ 31'). To serve two lanes of traffic with parking on one side.

11. Recommend to City Council that all new subdivisions require 5' sidewalks on both sides of the streets.

166.18.1(B7) - Sidewalks—~~four feet (4')~~ Five feet (5') on both sides of streets.

12. Recommend to City Council that street grades specifications in Chapter 166.18(1)-Design Standards be changed to the following to match today's acceptable standards: The preferred ADA maximum grade is 5% but the following would be acceptable. Minor Arterial Streets from 4% to 8%, Collector Streets from 6% to 10%, Residential Streets from 8% to 12%.

C. Grades. No street grade shall be less than one-half of one percent ($\frac{1}{2}$ of 1%). The preferred ADA maximum grade is 5%, but the following would be acceptable and shall not exceed the following limits:

(1) Minor Arterial—four percent (4%) (~~8%~~).

(2) Collector streets—six percent (6%) (~~10%~~).

(3) Residential streets—eight percent (8%) (~~12%~~).

13. Recommend to the City Council to add requirement to Chapter 166- Subdivision Regulations that the driveway approach in the Right of Way be pavement between the back of curb and the sidewalk.

Add new Section 166.19(10) and renumber:

Driveway Approach- All driveway approaches shall be installed and constructed of Portland cement concrete from back of curb to sidewalk.

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



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

Memorandum

September 5, 2014

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

From: Brent Hinson
City Administrator

Re: Consulting Opportunity

Pat Callahan of Callahan Municipal Consultants has approached me about assisting him in his local government consulting business. Pat is a highly-regarded individual around the state, and has served as City Administrator/Manager in West Point, Maquoketa, and Anamosa and worked for the University of Iowa Institute of Public Affairs over a 40-year career. Pat performs a variety of services for cities, primarily in eastern Iowa, including but not limited to: Executive searches, goal-setting, and capital improvements planning. His business has picked up to the point that 4 years after his retirement from the City of Anamosa, he is looking for additional help to cover his workload.

This is an exciting opportunity to further utilize and improve my skills, knowledge, and connections in the state of Iowa. My long-term plan has always involved transitioning into municipal consulting, so that when I reach IPERS retirement age (20 years from now), I can go into consulting full-time. I wasn't planning to begin this process anytime soon, but believe the opportunity to work with Pat would be foolish to turn down. There is no one involved in this field in the state of Iowa, I believe, who can do a better job of teaching me the business and practice of municipal consulting. Pat is 65 years old and planning to remain in municipal consulting for the next five years or more, but if I decline the opportunity at this point, it may not be available in the future.

My agreement with the City is that the Council must approve any outside employment requiring more than 10 hours per week of my time. I do not think this commitment will be anything close to that on a regular basis. However, I do think it is important that the Council is aware of it, and supports it. If you have any concerns about me pursuing this opportunity, I would be happy to meet with you individually to discuss. I truly feel that this outside employment will not interfere in any way with my job duties here, and that I will learn a wide variety of things that will ultimately be of benefit to the City of Washington.

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSAL TO DISPOSE OF AN INTEREST IN REAL PROPERTY IN GENERALLY REFERRED TO AS 207-211 S. MARION AVENUE, WASHINGTON, IOWA.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of Washington in the Nicola-Stoufer Meeting Room, Washington Free Public Library, at 115 W. Washington Street, at 6:00 o'clock P.M., on Tuesday, September 23rd, 2014. Said public hearing shall be to consider the intent and proposal of disposing of the City's interest in 207-211 S. Marion Avenue, Washington, Iowa, to the Washington Economic Development Group, Inc., said property being legally described as follows:

Commencing at a point Seventy-two (72) feet south of the northeast corner of Lot One (1) in Block Seventeen (17), in the Original Plat of the Town, now City of Washington, Iowa, running thence west on a line parallel with the north line of said Lot Sixty-Six (66) to the west line thereof; thence south upon the west line of said Lot Twenty (20) feet south of the place of beginning; thence north to the place of beginning;

Also, commencing at a point Seventy-Two (72) feet south of the northeast corner of Lot Two (2), in Block Seventeen (17) in the original plat of the town, now City of Washington, Iowa, running thence south along the west line of Lot One (1) in said Block Seventeen to the south line of Lot Two (2); thence running West along the south line of Lot Two (2) Twenty-six (26) feet; thence north parallel to the east line of Lot (2), to a point Twenty-six (26) west of the place of beginning; thence east to the point of beginning;

Also, parts of Lots One (1) and Two (2) in Block Number Seventeen (17) in the Original Plat of the Town, now City of Washington, Iowa, described as follows: Beginning at a point of the east line Fifty-two (52) feet south of the northeast corner of said Lot One running thence parallel with the north line of said Lot, Sixty-six (66) feet; thence south on the west line of said Lot, Twenty (20) feet; thence east parallel with the north line of said Lot, Sixty-six (66) feet; thence north on the east line of said Lot to the point of beginning;

Also, beginning Fifth-three (53) south of the northeast corner of Lot Two (2) in Block Number Seventeen (17); running thence south along the east line of said Lots, Nineteen (19) feet; thence west parallel with the north line of said Lot, Twenty-six (26) feet; thence north Nineteen (19) feet; thence east to the place of beginning; the last two above described tracts being also described as Lots "C" and "H" in Auditor's Plat of Lots A to K of Block Seventeen (17) of the Original Plat of Washington, as shown by Plat Book 4, page 540, in the Office of the County Recorder of Washington County, Iowa;

Also, Lot "E" in Auditor's Plat of Lots "A" to "K" of Block Number Seventeen (17), of the Original Plat of Washington, as shown by Plat Book 4, page 540, in the Office of the County Recorder of Washington County, Iowa.

BE FURTHER ADVISED that the City Council did by Resolution on September 2nd, 2014, indicate an intent to dispose of said Property to the Washington Economic Development Group, Inc., of Washington, Iowa, subject to public hearing on said proposal, in accordance with applicable State law and local Ordinances. All interested persons are invited to attend and be heard on the proposal to dispose of the City's interest in the aforementioned Property. Further information on this matter may be obtained by contacting the Washington City Clerk.

/s/Illa Earnest, City Clerk,
by Direction of the City Council

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT, SAID PROPERTY BEING GENERALLY REFERRED TO AS 207-211 S. MARION STREET.

WHEREAS, the City is the owner of the property generally referred to as 207-211 S. Marion Street, Washington, Iowa; and

WHEREAS, the City and the Washington Economic Development Group, Inc. of Washington, Iowa (“WEDG”), have negotiated a purchase agreement for the Property whereby the WEDG will purchase the Property from the City for the sum of \$12,500.00 when WEDG finds a Developer to meet the Guidelines outlined in said purchase agreement; and

WHEREAS, Section 364.7 of the Code of Iowa (2013) requires that a city may not dispose of real property unless it follows the procedure outlined in said Section 364.7.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa:

Section 1. On behalf of the City, the Mayor shall contract to sell and shall Deed the above-mentioned real estate to the Washington Economic Development Group under the terms as listed in the Real Estate Purchase Agreement.

Section 2. The City Clerk shall co-sign all such contracts and deeds. The deed shall be available 30 days after the date of this Resolution unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such fact to be noted on the official record of this Resolution.

Passed and approved this 23rd day of September, 2014.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

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

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 2014, by and between the **City of Washington**, 215 E. Washington Street, Washington, Iowa 52353, (the "City"); and the **Washington Economic Development Group, Inc.** an Iowa non-profit corporation, 205 W. Main Street, Washington, Iowa 52353, ("WEDG").

WHEREAS, the City is the owner of that certain real property generally referred to as 207 through 211 S. Marion Avenue, Washington, Washington County, Iowa, and legally described as:

Commencing at a point Seventy-two (72) feet south of the northeast corner of Lot One (1) in Block Seventeen (17), in the Original Plat of the Town, now City of Washington, Iowa, running thence west on a line parallel with the north line of said Lot Sixty-Six (66) to the west line thereof; thence south upon the west line of said Lot Twenty (20) feet south of the place of beginning; thence north to the place of beginning;

Also, commencing at a point Seventy-Two (72) feet south of the northeast corner of Lot Two (2), in Block Seventeen (17) in the original plat of the town, now City of Washington, Iowa, running thence south along the west line of Lot One (1) in said Block Seventeen to the south line of Lot Two (2); thence running West along the south line of Lot Two (2) Twenty-six (26) feet; thence north parallel to the east line of Lot (2), to a point Twenty-six (26) west of the place of beginning; thence east to the point of beginning;

Also, parts of Lots One (1) and Two (2) in Block Number Seventeen (17) in the Original Plat of the Town, now City of Washington, Iowa, described as follows: Beginning at a point of the east line Fifty-two (52) feet south of the northeast corner of said Lot One

running thence parallel with the north line of said Lot, Sixty-six (66) feet; thence south on the west line of said Lot, Twenty (20) feet; thence east parallel with the north line of said Lot, Sixty-six (66) feet; thence north on the east line of said Lot to the point of beginning;

Also, beginning Fifth-three (53) south of the northeast corner of Lot Two (2) in Block Number Seventeen (17); running thence south along the east line of said Lots, Nineteen (19) feet; thence west parallel with the north line of said Lot, Twenty-six (26) feet; thence north Nineteen (19) feet; thence east to the place of beginning; the last two above described tracts being also described as Lots "C" and "H" in Auditor's Plat of Lots A to K of Block Seventeen (17) of the Original Plat of Washington, as shown by Plat Book 4, page 540, in the Office of the County Recorder of Washington County, Iowa;

Also, Lot "E" in Auditor's Plat of Lots "A" to "K" of Block Number Seventeen (17), of the Original Plat of Washington, as shown by Plat Book 4, page 540, in the Office of the County Recorder of Washington County, Iowa.

(collectively the "Property"). A general depiction of the location of the Property is attached hereto as Exhibit "A" and the exact legal description to be taken from the abstract.

WHEREAS, WEDG has agreed to purchase the Property from the City to market the Property on behalf of the City in accordance with specific development guidelines (the "Guidelines") as described in Paragraph 2 below.

NOW, THEREFORE, the Parties for this Real Estate Purchase Agreement, hereby agree as follows:

1. **Purchase Price.** The purchase price for the Property shall be \$12,500, payable as follows:

- a. \$0.00 down at the time of execution of the Agreement.
- b. WEDG shall pay the entire \$12,500 to the City as the Property is sold after approval of the site plan and rebate agreement, if any, with the Developer. Any deviations from the Guidelines shall require an amendment to this Agreement between the parties.

2. **Guidelines.** WEDG shall market and seek out projects for the Property that meet these specific Guidelines:

- a. The building constructed on the Property shall be at least two stories tall.
- b. The building must contain commercial space on the lower level of the building.

- c. The building design shall be compatible with the nearby existing downtown buildings and the Developer's conceptual design shall be submitted to Main Street Washington for review and approval prior to the Closing.
- d. The Developer shall enter into a Minimum Assessment for the Property that shall set the Minimum Assessed Value of the Project at no less than \$300,000. Said Minimum Assessment Agreement being executed by the City; Developer and Washington County Assessor prior to or at the Closing.
- e. Incentives. The City may provide the following incentives to be included in any purchase agreement for said Property:
 - i) The Developer may enter into a rebate agreement with the City which requires separate approval of the City Council; and
 - ii) The City will construct the sidewalk and streetscape improvements at the City's sole cost after the Project has been completed in strict compliance with the Guidelines.
- f. Marketing reimbursement. The City shall pay to WEDG, upon presentment of an invoice and appropriate documentation, an amount of not-to-exceed \$5,000 to assist WEDG with the marketing of the Property.

3. **Real Estate Taxes.** During the pendency of this Agreement, the City shall be responsible for paying all real estate taxes when the taxes become due and payable. The City shall also credit to WEDG on the date of possession the City's share of the pro-rata taxes that have accrued prior to the Possession Date.

4. **Possession Date and Closing.** The City shall keep possession of the Property during the pendency of this Agreement. The Possession Date and Closing will occur within five (5) business days after the approval of the Project Site Plan, and any rebate agreement with the City Council, if any.

5. **Risk of Loss and Insurance.** The City shall bear the risk of loss or damage to the Property prior to the Closing and shall maintain the Property until the Closing.

6. **Condition of the Property.** WEDG expressly agrees that prior to the Closing, the WEDG and/or the Developer shall have made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

7. **Abstract of Title.** The City, at its own expense and prior to Closing, shall obtain an Abstract of Title to the property and have it continued for presentation to the Developer's

and/or WEDG's attorney(s) for examination. The Abstract of Title shall show marketable title in the City in accordance with the title standards of the Iowa State Bar Association. The City shall pay all additional costs to ensure that marketable title is conveyed to the WEDG.

8. **Survey.** If a survey is required or desired by WEDG or the Developer, the cost shall be borne by the WEDG and/or the Developer.

9. **Deed.** Upon payment of the purchase price and issuance of a Building Permit for the Project, the City shall convey the Property to the WEDG via Quit Claim Deed, free from liens for subsequent conveyance to the Developer.

10. **Use of Purchase Price.** At the time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests in any.

11. **Environmental matters.** WEDG expressly agrees that the WEDG is purchasing the Property "AS IS" and therefore, any environmental tests or reports which the WEDG and/or the Developer desires shall be completed prior to the Closing and shall be at the cost of WEDG and/or the Developer. City agrees to allow access to WEDG and/or the Developer to the Property to conduct such tests. When accessing the Property, WEDG and/or the Developer, and their assigns, employees and agents, agree to indemnify the City against any and all claims which arise because of WEDG's and/or the Developer's access to the Property to perform said testing.

12. **No Assignment.** Since this Agreement is solely to facilitate the construction of the Project under the Guidelines addressed above on the Property, WEDG shall have no right to assign this Agreement to another party.

13. **Remedies of the Parties.**

- (a) If WEDG fails to timely perform this Agreement, the City may forfeit it as provided in Iowa Code Chapter 656 and all payments forfeited to the City.
- (b) If the City fails to timely perform this Agreement, WEDG shall have the right to have all payments returned to it.
- (c) WEDG and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and reasonable attorneys' fees.

14. **Notices.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties listed below:

City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353
ATTN: City Clerk

Washington Economic Development Group
205 W. Main Street
Washington, Iowa 52353

15. **Time is of the essence.** In the performance of each part of this Agreement, time shall be of the essence.

16. **Waiver.** Failure to promptly assert rights herein shall not, however, be a waiver of any existing or subsequent default.

17. **Successors or Assigns.** This agreement shall apply to and bind the successors of interest of the parties.

18. **Survival.** This Agreement shall survive the Closing.

19. **Final Agreement.** This Agreement contains the entire agreement of the parties and shall not be amended except by written amendment executed by the City and the WEDG.

20. **Signatories.** The signatories to this Agreement expressly agree that the signor is authorized by each entity to sign this Agreement on behalf of the WEDG and the City respectively.

21. **No real estate agent or broker.** Neither party has used the service of a real estate agent or broker with this transaction.

22. **Recording.** This Agreement shall be recorded in the Office of the Washington County Recorder at the cost of the City.

23. **Counterparts.** This Agreement may be signed in counterparts, which when combined together will represent one Agreement just as if the parties has signed the same document.

WEDG SIGNATURE PAGE

ACCEPTED AND AGREED:

Washington Economic Development Group, Inc.

By: _____
Ed Raber, its Director

Dated: _____

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

On this ____ day of _____, 2014, personally appeared Ed Raber,
who executed this document as _____ of the Washington Economic
Development Group, Inc.

Notary Public

CITY OF WASHINGTON SIGNATURE PAGE

ACCEPTED AND AGREED:

City of Washington, Iowa

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

Dated:_____

STATE OF IOWA)
) ss
COUNTY OF WASHINGTON)

On this ____ day of _____, 2014, before me a Notary Public in and for said County, personally appeared Sandra Johnson and Illa Earnest, to me personally known, who being duly sworn that they are the Mayor and City Clerk, respectively of the City of Washington, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority of Resolution No. _____ of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public

EXHIBIT "A"

DEPICTION OF LOCATION OF PROPERTY



Proj #	Proj Type	Amount Budgeted	GO Debt	SRF Debt	Water	Sewer	Road Use	TIF	Riverboat	Special Assess	Grant	Other	Notes
Fiscal 2014 Carryover/Incomplete Projects (full budgets shown)													
002	S												Now in lining/sep line
006	A	\$2,700,000	\$100,000						\$170,000		\$2,430,000		Under construction
010	SS	\$128,184				\$128,184							Being designed
011	W	\$1,769,800											Under construction
013	R/SS/SW	\$2,035,127			\$530,000	\$200,000		\$198,343	\$200,000		\$831,784	\$75,000	Farm income \$75K
015	W	\$25,000			\$25,000								In-House-80% complete
	S/SS	\$202,194				\$202,194							Under construction
	Carryover Totals	\$6,860,305	\$1,869,800	\$0	\$555,000	\$530,378	\$0	\$198,343	\$370,000	\$0	\$3,261,784	\$75,000	
Fiscal 2015													
014	W	\$25,000											In-House
016	W	\$2,350,000			\$25,000								2009 GO Bond Funds
017	R	\$580,000	\$761,057	\$1,588,943									
018	B	\$100,000	\$250,000		\$25,000	\$25,000	\$50,000		\$275,000	\$55,000			
041	S	\$180,000			\$25,000	\$180,000							
	S/SS	\$210,000				\$210,000							
	FY15 Totals	\$3,445,000	\$1,011,057	\$1,588,943	\$50,000	\$415,000	\$50,000	\$0	\$275,000	\$55,000	\$0	\$0	
Fiscal 2016													
012	S	\$180,000				\$180,000							
022	W	\$250,000			\$250,000								
024	B	\$1,620,000	\$700,000						\$635,000		\$150,000	\$135,000	
044	A	\$405,972					\$30,597				\$365,375	\$10,000	Budget from GF001
027	R	\$110,330	\$100,000						\$10,330				
028	R	\$339,670	\$150,000			\$50,000			\$189,670				In-House
	S/SS	\$50,000				\$200,000							
	S/SS	\$200,000											
	FY16 Totals	\$3,155,972	\$950,000	\$0	\$250,000	\$430,000	\$30,597	\$0	\$835,000	\$0	\$515,375	\$145,000	
Fiscal 2017													
026	SS	\$50,000				\$50,000							
023	R/SS	\$585,981	\$250,000						\$287,710	\$40,000		\$28,271	In-House Budget from GF001
029	W	\$4,145,000		\$3,750,000	\$395,000								
030	S	\$75,000				\$75,000							Point Repairs In-House
045	A	\$73,284									\$62,291	\$10,993	Budget from GF001
	S/SS	\$350,000				\$350,000							
	FY17 Totals	\$5,279,265	\$250,000	\$3,750,000	\$395,000	\$475,000	\$0	\$0	\$287,710	\$40,000	\$62,291	\$39,264	
Fiscal 2018													
032	W	\$325,000											
033	R/SS/SW	\$3,000,000	\$2,750,000		\$325,000								\$250,000

Proj #	Proj Type	Amount Budgeted	GO Debt	SRF Debt	Water	Sewer	Road Use	TIF	Riverboat	Special Assess	Grant	Other	Notes
Contracted Asphalt or Concrete Work													
	R	\$500,000	\$250,000						\$250,000				In-House
In-House Sewer Separation													
	S/SS	\$50,000			\$50,000								
Contracted Sewer Separation & Lining													
	S/SS	\$200,000			\$200,000								
042	B	\$2,120,000	\$1,750,000						\$50,000		\$300,000	\$20,000	
FY18 Totals													
		\$6,195,000	\$4,750,000	\$0	\$325,000	\$250,000	\$0	\$0	\$300,000	\$0	\$550,000	\$20,000	
Fiscal 2019													
039	R/SS	\$718,524	\$250,000				\$65,320		\$350,000	\$53,204			FY2019
035	W	\$2,333,000		\$2,333,000									FY2019
037	R/SS/S/W	\$1,500,000						\$500,000			\$1,000,000		
046	A	\$387,756									\$348,980	\$38,776	GF Match
Contracted Sewer Separation & Lining													
	S/SS	\$200,000			\$200,000								
FY19 Totals													
		\$5,139,280	\$2,333,000	\$0	\$0	\$200,000	\$65,320	\$500,000	\$350,000	\$53,204	\$1,348,980	\$38,776	
CIP Totals													
		\$30,074,822	\$9,080,857	\$7,671,943	\$1,575,000	\$2,300,378	\$145,917	\$698,343	\$2,397,710	\$148,204	\$5,738,431	\$318,039	
Future Years													
021	S	\$100,000				\$100,000							
025	R	\$82,320							\$82,320				
034	W	\$153,325			\$153,325								
036	S	\$100,000				\$100,000							
038	R/SS	\$596,800						\$596,800					
040	R/SS	\$441,382	\$250,000						\$156,382	\$35,000	\$780,311	\$86,701	FY2020
043	A	\$867,012									\$2,307,461	\$256,385	Match source TBD
047	A	\$2,563,845											
Future Years Total													
		\$4,904,664	\$250,000	\$0	\$153,325	\$200,000	\$0	\$596,800	\$238,702	\$35,000	\$3,087,771	\$343,086	

Project Types
 R= Road S= Sewer B= Building
 W= Water SS= Storm Sewer A= Airport

RESOLUTION NO. _____

**A RESOLUTION APPROVING
CAPITAL IMPROVEMENTS PLAN FOR FY15-19**

WHEREAS, the City Council and City staff have developed a Capital Improvements Plan (CIP) to address the community's current and future infrastructure and other capital needs; and

WHEREAS, the City Council voted on September 2, 2014 to set a hearing on the CIP, and notice of public hearing has been duly published as required by Iowa Code Section 384.15; and

WHEREAS, the Council held said hearing on September 23, 2014:

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

Section 1. The City Council hereby approves the Capital Improvements Plan for FY15-19. Said plan is to be reviewed and updated annually in conjunction with the annual budget process.

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

PASSED AND APPROVED this 23rd day of September, 2014.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO.

**A RESOLUTION ENDORSING AN APPLICATION FOR GRANT FUNDS
(Ball Field Improvements)**

WHEREAS, the Park Board wishes to improve the three ball fields in the City; and

WHEREAS, the ball fields need to be made more attractive/usable and some upgrades need to be made to the facilities with added fencing, sidewalks and bleachers; and

WHEREAS, the Council supports this objective and sees the value to the City in applying for grant funds to defray some of the costs of the project:

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

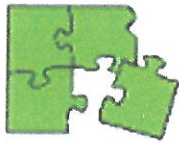
Section 1. The City Council endorses the submission of an application for grant funds from the Washington County Riverboat Foundation in the amount of \$32,650 for ball field improvements and the City Park Budget to provide \$7,000.00 as local match.

PASSED AND APPROVED this 23rd day of September, 2014.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk



W . C . R . F
WASHINGTON COUNTY
RIVERBOAT FOUNDATION
GRANT APPLICATION

Page 1 of 5
October 2014

Applicant Organization Information:

1. Applicant Organization: CITY OF WASHINGTON PARKS
2. Mailing Address: 215 E Washington St
3. City, State, Zip: Washington IA 52353
4. Federal Tax ID#: 426005318
5. Date (Year) Organized: 1839
6. Website: www.washingtoniowa.net
7. Tax Exempt Category: 501c(3), 501c(4), 501c(6), School District
(Check only one) City/County Gov't, Other:
8. Applicant has read and agrees with the current grant guidelines Yes No
(Grant App. Guidelines & Instructions are available online or from the WCRF Office)

Contact Information:

9. Primary Contact Name: TIM WIDMER
10. Title in Organization: City of Washington Parks
11. Daytime Phone: 319.461.0624 Evening Phone: 319.653.6241
12. E-mail address: ctwidmer@gmail.com
13. Alternate Contact Name: Brent Hinson
14. Alternate Phone: 319.653.6584 Alt. E-mail: bhinson@washingtoniowa.net

Project/Program Information:

15. Project Title: BALLFIELD IMPROVEMENTS
16. Project Address: 1100-1200 E Van Buren St
17. WCRF Funding Requested: \$32650
18. Matching Funds: \$ 7000
19. Total Cost (17+18): \$39650 (include itemized budget if over \$5,000)
20. Anticipated project start: Winter 2014
21. Anticipated date WCRF funds will be needed: \$12000 will be needed Dec 2014
depending on weather. Remainder - Spring



22. Provide a brief description of the project you are seeking funds for **(10 lines or less)**. Please include an explanation of how this proposal will benefit residents of Washington County. You may attach additional pages to describe your project/program in more detail. Additional supporting material may also be submitted.

The City is attempting to make our three ball fields more attractive/usable. The newest field needs an outfield fence; the other two need chain-link fence updates, concrete sidewalks and new bleachers.

23. Please explain the impact of the WCRF funding in numbers (such as: number of participants or persons impacted, cost per participant, number of units, statistics from past projects, etc.).

We hope to involve more young athletes (and their parents) in baseball. This will include local youth and youth and parents from surrounding communities coming to play in tournaments. With three fields in close proximity, we have an excellent venue for tournaments. The visiting teams will have a positive impact on the local economy.

24. In the space below, explain how the project/program will address the Foundation's interest category. **(7 lines or less)** See WCRF Grant Application Guidelines & Instructions document.

This will fall under Human and Social Needs. We are attempting to provide venues for youth to reach their potentials in sports activities. If for enjoyment or competition, these community ball field improvements will better serve our youth.