



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IOWA  
TO BE HELD IN THE COUNCIL CHAMBERS  
AT 120 E. MAIN STREET  
AT 6:00 P.M., TUESDAY, SEPTEMBER 2, 2014

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, September 2, 2014 to be approved as proposed or amended.

**Consent:**

1. Council Minutes 08-19-2014
2. Council Minutes 08-26-2014
3. Teresa Todd, 1401 E. Main Street, (4-H Project) Urban Chicken Application.
4. Zene Kempf, 528 S. Ave. D, Urban Chicken Application.
5. Washington Pizza Hut, 1018 W. Madison St., Special Class C Liquor License (BW) (Beer/Wine) (**renewal**)
6. WEDG, 2014 Pledge, \$21,000.00
7. IMWCA, Work Comp Prem. Install #3, \$10,606.00
8. Veenstra & Kimm, Soccer Field Detention Pond, \$397.50
9. Veenstra & Kimm, ACH Foam Detention Pond, \$250.55
10. Veenstra & Kimm, Engineering Services Kewash Trail, \$1,443.00
11. Veenstra & Kimm, Engineering Services Ashley Lynn Subdivision Drainage, \$1,113.30
12. Veenstra & Kimm, Engineering Services Reserves Site Plan, \$395.30
13. Veenstra & Kimm, Country Club Road Widening-Design Services, \$250.00
14. Veenstra & Kimm, Sanitary Sewer Sys. Rehabilitation-Phase I-Printing, \$193.80
15. Veenstra & Kimm, Sanitary Sewer Sys. Rehabilitation-Phase I-General Services, \$1,586.70
16. Veenstra & Kimm, Industrial Park Drainage Study, \$2,000.00
17. Veenstra & Kimm, Engineering Services S.12th Ave. Reconstruction-General Services, \$999.00
18. Veenstra & Kimm, Engineering Services N. 6<sup>th</sup> Ave. Reconstruction-Design, \$1,685.29
19. Kevin D. Olson, Legal Services, \$1,803.72
20. Department Reports

**Claims and Financial Reports:**

Claims as Presented.

### **SPECIAL PRESENTATION**

Request from Cruising for Critters Car Show for 2015 Event.

Update on Nuisance Enforcement.

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

### **UNFINISHED BUSINESS**

Discussion and Consideration of LED Lighting Quotes for Downtown Street Lights.

### **NEW BUSINESS**

Discussion and Consideration of an Amendment to the Agreement with Shive-Hattery for Professional Services – Old WWTP Asbestos Abatement.

Discussion and Consideration of a Quotation from Active Thermal Concepts for Asbestos Removal Services – Old WWTP Asbestos Abatement.

Discussion and Consideration of Agreement with Public Finance Management – Water Tower Financial Consulting Services.

Discussion and Consideration of Wetland North Notice of Wetland Mitigation Requirements.

Discussion and Consideration of Wetland South Notice of Wetland Mitigation Requirements.

### **CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS**

Public Hearing on Intent to Dispose of an Interest in Real Property – Sale of Land to YMCA of Washington County, Iowa.

Discussion and Consideration of a Resolution Approving Purchase Agreement with the YMCA of Washington County, Iowa.

Resolution Setting Public Hearing on a Real Estate Purchase Agreement with WEDG – 207-211 S. Marion Avenue.

Discussion and Consideration of a Resolution Creating a Former Library RFP Committee and Approving Appointments.

Discussion and Consideration of First Reading of an Ordinance Adding a New Chapter 157 “Property Maintenance Code” to the Washington Code of Ordinances.

Discussion of an Ordinance Adding a New Chapter 147 “Rental Housing Regulatory and Inspection Program” to the Washington Code of Ordinances.

Discussion of FY15-19 Capital Improvements Plan Update and Consideration of a Resolution Setting a Public Hearing Date.

Discussion and Consideration of Resolution to Accept, Close and Release Final Payment to DeLong Construction in the amount of \$7,191.59 for the East Madison Street Sidewalk Project.

Discussion and Consideration of Second Reading and Possible Consideration of Adoption of an Ordinance Rezoning Washington Business Park.

Discussion and Consideration of a Resolution Endorsing An Application for Grant Funds-Washington Park Board.

Discussion and Consideration of a Resolution Endorsing An Application for Grant Funds-Washington Business Park.

Discussion and Consideration of First Reading of an Ordinance Amending Chapter 69 “No Parking Zones” – S. 4<sup>th</sup> Avenue and E. Jefferson Street.

Discussion and Consideration of a Resolution Authorizing Assessment to Taxes.

**DEPARTMENTAL REPORT**

Police Department  
City Administrator  
City Attorney

**MAYOR & COUNCILPERSONS**

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

**ADJOURNMENT**

Illa Earnest, City Clerk

## Council Minutes 08-19-2014

The Council of the City of Washington, Iowa, met in Regular Session in the council chambers, 120 E. Main Street, at 6:00 P.M., Tuesday, August 19, 2014. Mayor Johnson in the chair. On roll call present: Kendall, Rosien, Salazar, Shellmyer, Shepherd, Shepherd. Absent: none.

Motion by Shellmyer, seconded by Zieglowsky, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, August 19, 2014 be approved as proposed. Motion carried.

### Consent:

1. Council Minutes 08-05-2014
2. Council Minutes 08-12-2014
3. ICAP, Annual Contribution, \$134,126.26
4. V & K, Country Club Road Survey, \$102.00
5. V & K, Country Club Road Widening-Design Services, \$1,000.00
6. V & K, Industrial Subdivision Preliminary Plat, \$3,029.60
7. V & K, S. 12<sup>th</sup> Ave. Reconstruction-Design Services, \$10,500.00
8. Snyder & Assoc., Rehabilitate Runway Construction Services, \$21,649.39
9. Bean Brothers Monuments, Civil War Marker Repairs (WCRF Grant), \$5,950.00
10. Terracon, Ground Storage Reservoir, \$2,451.25
11. Fox Engineering, Waste Water Treatment Plant, \$9,706.25
12. Fox Engineering, Ground Storage Reservoir Project, \$7,492.00
13. Fox Engineering, Elevated Water Storage Tank, \$2,670.00
14. Hy-Vee Food Store, 528 Hwy 1 S, Class E Liquor License (LE), Class B Wine Permit, Class C Beer Permit (Carryout Beer), Sunday Sales. (**renewal**)
15. Department Reports

Councilor Shellmyer requested item 9 be removed from the consent agenda. Councilor Zieglowsky requested item 14 be removed from the consent agenda.

Motion by Salazar, seconded by Shepherd, that the consent agenda items 1-8, 10-13 15 be approved. Motion carried.

Motion by Salazar, seconded by Shellmyer, to approve item 9. Motion carried.

Motion by Shepherd, seconded by Salazar, to approve item 14. Motion carried. Zieglowsky abstained with conflict.

Motion by Kendall, seconded by Shellmyer, that the claims as presented be approved for payment. Motion carried.

Finance Director Kelsey Kranz gave the July 31, 2014 financial reports. Motion by Kendall, seconded by Rosien, to approve the financial reports. Motion carried.

Mike Roth from Sitlers Supplies came before council to discuss the financial benefits of using LED lighting on the Square and Boulevard. Motion by Shepherd, seconded by Rosien, to direct staff to go out for bids on the LED bulbs. Motion carried.

Mike Griswold, Assistant Pastor at Marion Avenue Baptist Church, came before council to request permission to install temporary signage in front of the church for reserve parking. Staff was instructed to work with the church to achieve a mutually satisfactory solution.

Bids received for a gate valve wrench were:

E H Wachs	\$27,755
Trans Iowa	\$24,990

Motion by Kendall, seconded by Rosien, to approve Purchase of the Gate Valve Wrench as recommended by staff from E H Wachs in the amount of \$27,775. Motion carried.

Motion by Shellmyer, seconded by Rosien, to approve payment of the City share of ADA compliant sidewalk ramps on the Highway 92 Mill and Overlay Project in the amount of \$45,441.20. Motion carried.

Motion by Kendall, seconded by Shepherd, to approve Ground Storage Reservoir Project Pay Estimate #3 in the amount of \$401,047.73 to Natgun Corp. Motion carried.

Motion by Kendall, seconded by Shepherd, to approve the Detour Agreement (stipulation to use the alternate method of calculation) for one year with the Iowa Department of Transportation (Hwy 1 Bridge Replacement/Use of S. Iowa Ave.). Motion carried.

Motion by Salazar, seconded by Rosien, to approve the Airport Zoning Services Agreement with Snyder & Associates. Motion carried.

Motion by Kendall, seconded by Rosien, to approve the Resolution Setting a Date for Public Hearing on a Real Estate Purchase Agreement with the YMCA of Washington County, Iowa. Hearing date will be at 6:00 P.M., Tuesday, September 2, 2014. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shepherd. Nays: Shellmyer, Zieglowsky. Motion carried. **(Resolution No. 2014-072)**

Motion by Shepherd, seconded by Shellmyer, to approve the Street Lighting Resolution Adding a Street Light on S. 12<sup>th</sup> Avenue. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2014-073)**

Motion by Rosien, seconded by Shepherd, to approve the First Reading of an Ordinance Rezoning Washington Business Park. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd, Zieglowsky. Nays: none. Motion carried.

Motion by Kendall, seconded by Shepherd, that the Regular Session held at 6:00 P.M., Tuesday, August 19, 2014 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Council Minutes 08-26-2014

The Council of the City of Washington, Iowa, met in Special/Work Session in the Nicola-Stoufer Meeting Room, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Tuesday, August 26, 2014. Mayor Sandra Johnson in the chair. On roll call present: Kendall, Salazar, Shellmyer, Shepherd, Zieglowsky. Absent: Rosien.

Motion by Shellmyer, seconded by Zieglowsky, that the agenda for the Special/Work Session to be held at 6:00 P.M. Tuesday, August 26, 2014, be approved as proposed. Motion carried.

The council took comments, concerns, and suggestions from several people in the large group of the citizens present. After citizen input, the council discussed their questions or concerns regarding Chapter 147.

After the discussion, the consensus of the council was to put the First Reading of Chapter 157 on the agenda for the September 2 Regular council meeting and have discussion only on Chapter 147.

The City Administrator Brent Hinson was instructed to talk to other cities with rental inspections and ask what fees they charged.

Copies of the proposed Chapter 147 and Chapter 157 with the revisions from the workshops will be available at City Hall and on the City of Washington website [www.washingtoniowa.net](http://www.washingtoniowa.net)

Motion by Kendall, seconded by Salazar, that the Special/Work Session held at 6:00 P.M., Tuesday, August 26, 2014 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

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



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

## Urban Chicken Permit Application

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

### 1. Applicant Information

Name MIKE & TERESA TODD  
 Property Address 1401 E. MAIN ST.  
 Daytime Phone # 653-2450 Evening Phone # 653-2450

Number of chickens to be kept 4  
 (No roosters are allowed, Maximum number of hens is 4)

### 2. Application Checklist

#### Resident's Submittal

#### Staff Review

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

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

Arnolds

Vet Clinic

Car Wash

Alley

107 South 15th

Betty Funeral Home

Coop + Pen

1401 E Main St.

Garden

Garage

House

75'

132'

Main St

14th Street



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

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

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

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

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

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

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

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


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

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

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

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

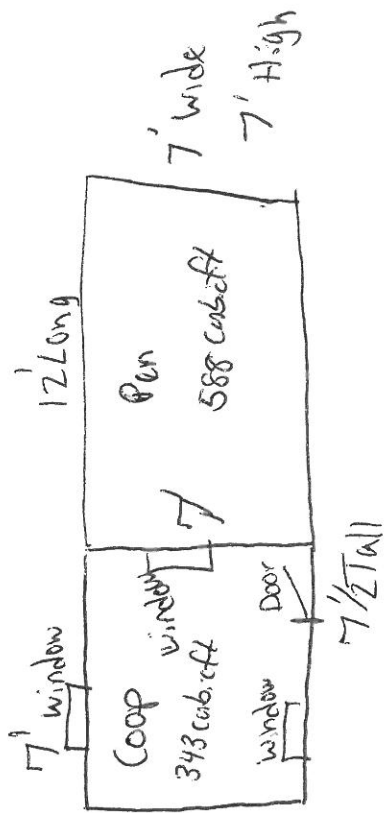
*I affirm that all statements contained in the application and attachments are true and correct and that I the permit holder will keep the chickens in compliance with all related ordinances and as otherwise directed by the City Council. I understand that failure to comply with regulations may result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

Signature  Date 8-2-14

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

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

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_



Coop wood construction  
 Siding Barn siding from old barn shingle roof  
 Pen woodst Chicken wire  
 with wire top

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



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 215 East Washington Street  
 Washington, Iowa 52353  
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**NEIGHBOR SIGN-OFF FOR URBAN CHICKEN PERMIT  
 EXHIBIT A TO PERMIT APPLICATION**

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

Applicant Name: MIKE + TERESA TODD  
 Site Address: 1401 E. MAIN ST.

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

Name(s) & Address	Phone	Signature(s) & Date
Beatty Funeral Home 1075. 15th Ave. Washington, IA 52353	319-653-2164	M. A. Beatty 7/31/14
Harold G. Wexler 1321 E. Main	319-653-4059	Harold Wexler 8-18-14
Kim & Joan Leydon 1402 E. Main St	319-653-3915	Kim Leydon Joan Leydon

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

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



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## Urban Chicken Permit Application

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### 1. Applicant Information

Name H. ZENE KEMPF  
Property Address 578 S. Ave D  
Daytime Phone # <sup>cell</sup> 307-733-6789 Evening Phone # SAME

Number of chickens to be kept 4  
(No roosters are allowed, Maximum number of hens is 4)

### 2. Application Checklist

#### Resident's Submittal

#### Staff Review

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

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

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

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

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

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

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

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

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

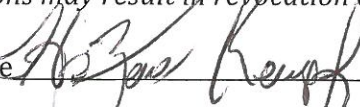
8) I affirm that I have never been found guilty of any animal welfare, neglect or cruelty violations.

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

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

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

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

Signature  Date 8/28/14

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

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

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

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



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 EXHIBIT A TO PERMIT APPLICATION**

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

Applicant Name: Zene Kempf  
 Site Address: 528 S. Ave D

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

Name(s) & Address	Phone	Signature(s) & Date
Mick LukB 517 South Ave. C Washington, IA 52353	(319) 461-8775	<i>Mick LukB</i> 8-7-14
Rob Jarrard 500 S. Ave D Washington IA 52353	319 591-1481	<i>Robert Jarrard</i> 8-9-14
Sam Hazzoy 519 S Ave C Wash. IA 52353	319 461-1721	<i>Sam Hazzoy</i> 8-6-14
Paul Swaffer 525 South C Ave Washington Iowa 52353	(319) 458-0825	<i>Paul Swaffer</i> 30 July 2014
Ryan Bruby 531 S. Ave Washington IA 52753	319-802-3401	<i>Ryan Bruby</i>

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

Zene Kempf  
528 South Ave. D  
Washington, IA  
307-733-6789 Cell

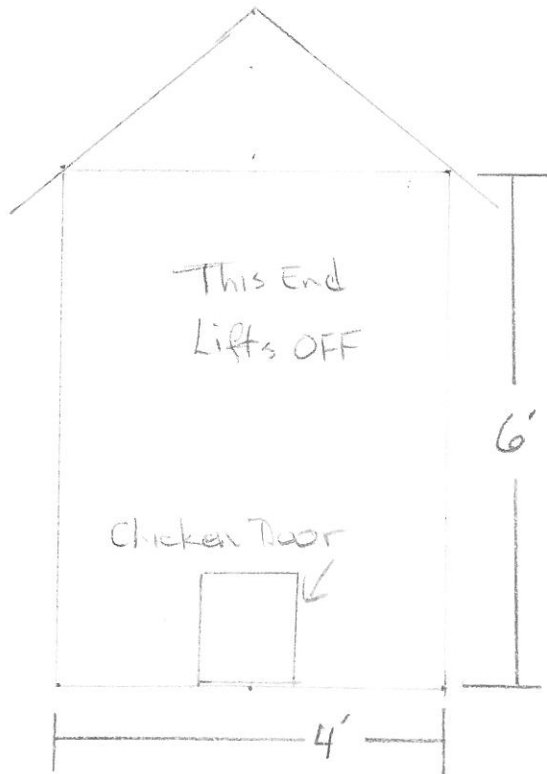
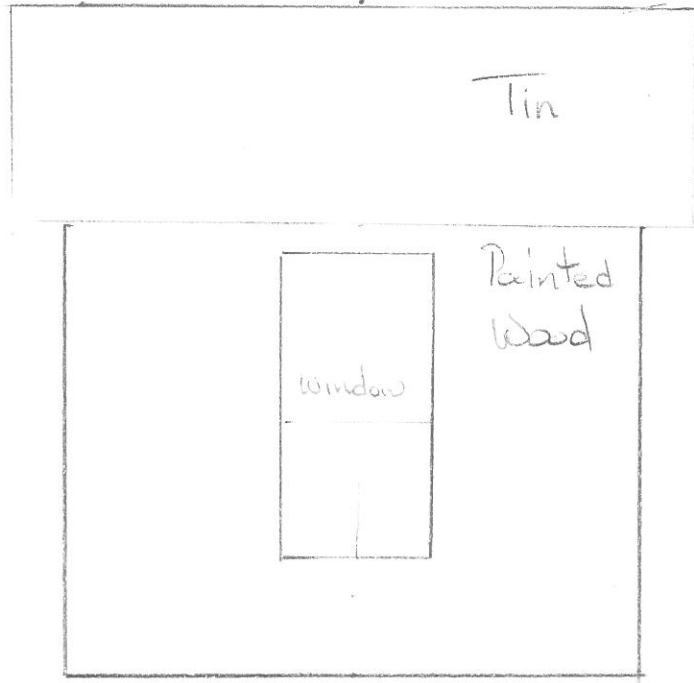
#### Attachments to Back Yard Chickens:

The chickens primary purpose is insect control. I plan to start with 2 bantams, non flying, feathers clipped. I do not plan on keeping chickens in town during winter,

My coop will be placed inside my fenced in garden, The fence is 23' x 24' it's 4' 4" high combination cattle panel, with 24" chicken wire around the bottom. (Rabbit and Dog proof)

The coop is wood (painted) with a metal roof, 6' x 4' (24 sq ft) 7' at the peak. It has two side windows for ventilation, and one end lifts off completely, for easy entry and cleaning.

I am expecting it to look like a tiny cottage, in my garden.



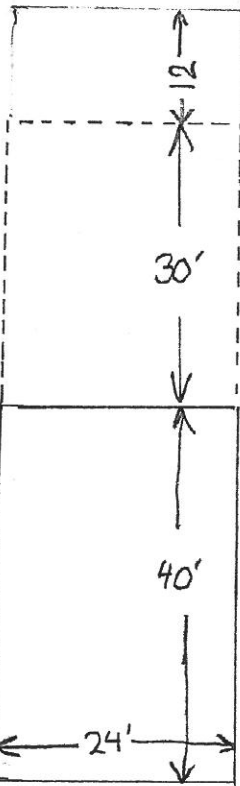
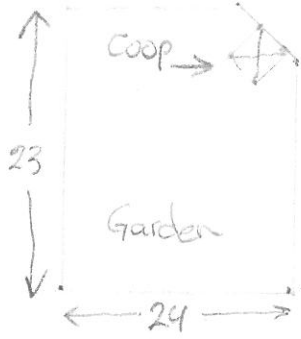


# Church Parking

Property Line  
Alley

123.75'

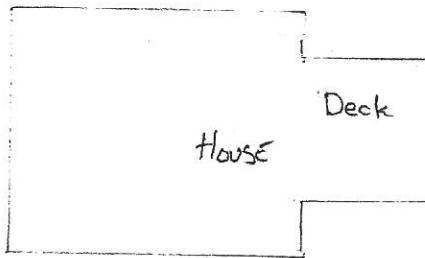
66'



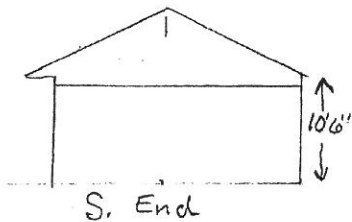
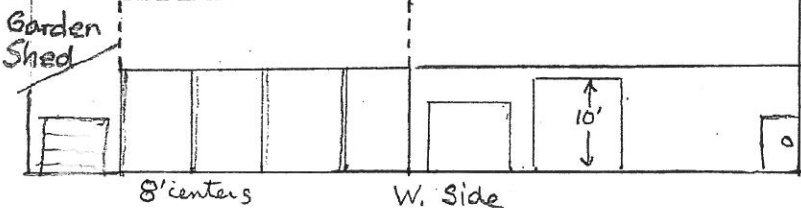
Drive

11'6"

66'



12' 30' Shop 40'



x 756.2

500 S. Ave D

x 755.8

Reformed  
Presbyterian  
Church

Backing

Coop →  
Garden

Garden

754.2

x

528 S. Ave D

517 S. Ave C

Nick  
Luke 750

519 S. Ave C

Sam  
Azzay

525 S. Ave C

Paul  
Swaffert

Ryan  
Bruty 531 S. Ave C

Plot Date: 01-01-07

x 752.8

## License Application ( BW0093071 )

### Applicant

Name of Applicant:	<u>WASHINGTON PIZZA HUT, INC</u>		
Name of Business (DBA):	<u>PIZZA HUT OF WASHINGTON</u>		
Address of Premises:	<u>1018 W. MADISON</u>		
City: <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>	
Business Phone:	<u>(319) 653-6521</u>		
Mailing Address:	<u>207 E. WASHINGTON</u>		
City: <u>MT. PLEASANT</u>	State: <u>IA</u>	Zip: <u>52641</u>	

### Contact Person

Name:	<u>CHRIS SWAILES</u>		
Phone:	<u>(319) 385-2214</u>	Email Address:	<u>chriss@admsrv.com</u>

Classification: Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 10/15/2014

Expiration Date: 10/14/2015

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

### Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>42955</u>	Federal Employer ID #	<u>42-0983762</u>

### Ownership

#### Donald Morin

First Name: Donald

Last Name: Morin

City: Mt Pleasant

State: Iowa

Zip: 52641

Position owner

% of Ownership 25.00 %

U.S. Citizen

#### MARVIN DAY

First Name: MARVIN

Last Name: DAY

City: MT. PLEASANT

State: Iowa

Zip: 52641

Position SECRETARY/TREASUR

% of Ownership 75.00 %

U.S. Citizen

### Insurance Company Information

Washington Economic Development Group

205 W Main St  
Washington, IA 52353  
(319) 653-3942



Innovative Business • Creative Culture • Healthy Lifestyle

City of Washington  
215 E Washington St  
Washington, IA 52353

*Our Mission -- Create and promote an environment for  
Economic Development*

# INVOICE

Invoice Date: 8/13/2014

Invoice Number: 10218

Federal Tax ID #42-1276049

DESCRIPTION	AMOUNT
2014-2016 Pledge Drive, 2014 Portion of pledge.  <i>Thank you for your support!</i>  <i>Ed</i>	21,000.00

Thank you for your continued support of the Washington Economic Development Group (WEDG). Contributions or gifts to the WEDG are not tax deductible as charitable contributions for income tax purposes but they may be tax deductible as ordinary and necessary business expenses.

**Total:** \$21,000.00

# INVOICE INV53912

## IMWCA

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION  
 500 SW 7TH STREET, SUITE 101  
 DES MOINES, IA 50309-4506  
 PHONE: 515-244-2708

DATE

9/1/2014

PAGE:

1

Mbr No: 0706    Member Name: Washington, City of

Washington, City of  
 215 E Washington

Washington IA 52353

Please remit payment to: IMWCA, P.O. Box 310009, Des Moines, IA 50331-0009

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL3	Installment 3 - Work Comp Prem 14-15			10,606.00	\$10,606.00

This invoice is due by October 1, 2014.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

*Thank You*

Subtotal	\$10,606.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$10,606.00



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

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**STATEMENT OF PROFESSIONAL SERVICES**

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

August 22, 2014  
Project No: 24616-012  
Invoice No: 3

Project Manager Leland Belding III

Engineering services for Soccer Field Detention Pond:  
Professional Services from July 20, 2014 to August 16, 2014

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer XI	5.00	60.00	300.00	
Technician III	1.50	65.00	97.50	
Totals	6.50		397.50	
<b>Total Labor</b>				<b>397.50</b>
		<b>Total this Invoice</b>		<b>\$397.50</b>



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

**STATEMENT OF PROFESSIONAL SERVICES**

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

August 22, 2014  
Project No: 24616-013  
Invoice No: 3

Project Manager Leland Belding III

Engineering services for ACH Foam Detention Pond:  
Professional Services from July 20, 2014 to August 16, 2014

**Professional Personnel**

	Hours	Rate	Amount	
Engineer III-A	1.00	111.00	111.00	
Engineer XI	2.00	60.00	120.00	
Totals	3.00		231.00	
<b>Total Labor</b>				<b>231.00</b>

**Unit Billing**

Duplication-8.5 X11 Color			19.55	
<b>Total Units</b>			<b>19.55</b>	<b>19.55</b>

**Total this Invoice \$250.55**



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

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## STATEMENT OF PROFESSIONAL SERVICES

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

August 22, 2014  
Project No: 24616-015  
Invoice No: 2

Project Manager Leland Belding III

Engineering services for Kewash Trail:

Professional Services from July 20, 2014 to August 16, 2014

### Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	13.00	111.00	1,443.00	
Totals	13.00		1,443.00	
Total Labor				1,443.00
		Total this Invoice		\$1,443.00





**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

**STATEMENT OF PROFESSIONAL SERVICES**

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

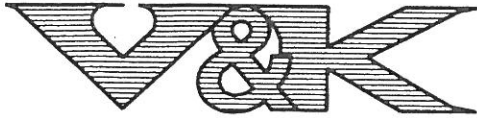
August 22, 2014  
Project No: 24616-016  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for Ashley Lynn Subdivision Drainage:  
Professional Services from July 20, 2014 to August 16, 2014  
**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer III-A	3.00	111.00	333.00	
Engineer XI	13.00	60.00	780.00	
Totals	16.00		1,113.00	
<b>Total Labor</b>				<b>1,113.00</b>
 <b>Unit Billing</b>				
Duplication			.30	
<b>Total Units</b>			<b>.30</b>	<b>.30</b>
		<b>Total this Invoice</b>		<b>\$1,113.30</b>





# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

## STATEMENT OF PROFESSIONAL SERVICES

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

August 22, 2014  
Project No: 24635  
Invoice No: 4

Project Manager Leland Belding III

Engineering services for Country Club Road Widening - Design Services:

### Professional Services from July 20, 2014 to August 16, 2014

#### Fee

Total Fee	5,000.00		
Percent Complete	85.00	Total Earned	4,250.00
		Previous Fee Billing	4,000.00
		Current Fee Billing	250.00
		<b>Total Fee</b>	<b>250.00</b>
		<b>Total this Invoice</b>	<b>\$250.00</b>

#### Billings to Date

	Current	Prior	Total
Fee	250.00	4,000.00	4,250.00
<b>Totals</b>	<b>250.00</b>	<b>4,000.00</b>	<b>4,250.00</b>



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

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## STATEMENT OF PROFESSIONAL SERVICES

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

August 22, 2014  
Project No: 24637P  
Invoice No: 1

Project Manager Dave Schechinger

Engineering services for Sanitary System Rehabilitation - Phase 1 - Printing:

**Professional Services from July 20, 2014 to August 16, 2014**

### Reimbursable Expenses

Direct Expense-Reproduction	193.80	
<b>Total Reimbursables</b>	<b>193.80</b>	<b>193.80</b>
<b>Total this Invoice</b>		<b>\$193.80</b>



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

**STATEMENT OF PROFESSIONAL SERVICES**

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

August 22, 2014  
Project No: 24638  
Invoice No: 3

Project Manager Leland Belding III

Engineering services for Sanitary System Rehabilitation - Phase 1 - General Services:

**Professional Services from July 20, 2014 to August 16, 2014**

**Professional Personnel**

	Hours	Rate	Amount	
Clerical III	7.00	41.00	287.00	
Engineer III-A	10.00	111.00	1,110.00	
Engineer XI	3.00	60.00	180.00	
Totals	20.00		1,577.00	
<b>Total Labor</b>				<b>1,577.00</b>

**Reimbursable Expenses**

Travel			9.70	
<b>Total Reimbursables</b>			<b>9.70</b>	<b>9.70</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	1,586.70	113.30	1,700.00
Limit			1,700.00

**Total this Invoice \$1,586.70**

**Billings to Date**

	Current	Prior	Total
Labor	1,577.00	82.00	1,659.00
Expense	9.70	0.00	9.70
Unit	0.00	31.30	31.30
<b>Totals</b>	<b>1,586.70</b>	<b>113.30</b>	<b>1,700.00</b>



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

## STATEMENT OF PROFESSIONAL SERVICES

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

August 22, 2014  
Project No: 24639  
Invoice No: 3

Project Manager Leland Belding III

Engineering services for Industrial Park Drainage Study:  
Professional Services from July 20, 2014 to August 16, 2014

<b>Fee</b>			
Total Fee	9,500.00		
Percent Complete	100.00	Total Earned	9,500.00
		Previous Fee Billing	7,500.00
		Current Fee Billing	2,000.00
		<b>Total Fee</b>	<b>2,000.00</b>
		<b>Total this Invoice</b>	<b>\$2,000.00</b>

Billings to Date	Current	Prior	Total
Fee	2,000.00	7,500.00	9,500.00
<b>Totals</b>	<b>2,000.00</b>	<b>7,500.00</b>	<b>9,500.00</b>



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

## STATEMENT OF PROFESSIONAL SERVICES

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

August 22, 2014  
Project No: 24641  
Invoice No: 3

Project Manager Leland Belding III

Engineering services for South 12th Avenue Reconstruction - General Services:

### Professional Services from July 20, 2014 to August 16, 2014

#### Professional Personnel

	Hours	Rate	Amount
Engineer III-A	9.00	111.00	999.00
Totals	9.00		999.00
<b>Total Labor</b>			<b>999.00</b>
		<b>Total this Invoice</b>	<b>\$999.00</b>

#### Billings to Date

	Current	Prior	Total
Labor	999.00	1,333.00	2,332.00
Expense	0.00	151.20	151.20
Unit	0.00	45.75	45.75
<b>Totals</b>	<b>999.00</b>	<b>1,529.95</b>	<b>2,528.95</b>



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

## STATEMENT OF PROFESSIONAL SERVICES

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

August 22, 2014  
Project No: 24642  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for North 6th Avenue Reconstruction - Design:  
Professional Services from July 20, 2014 to August 16, 2014

### Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	7.00	111.00	777.00	
Technician IV	10.00	60.00	600.00	
Totals	17.00		1,377.00	
<b>Total Labor</b>				<b>1,377.00</b>

### Reimbursable Expenses

Travel			50.40	
<b>Total Reimbursables</b>			<b>50.40</b>	<b>50.40</b>

### Unit Billing

GPS			60.00	
Mileage			47.04	
Robotics			150.00	
Duplication-8.5 X11 Color			.85	
<b>Total Units</b>			<b>257.89</b>	<b>257.89</b>

### Billing Limits

	Current	Prior	To-Date	
Total Billings	1,685.29	0.00	1,685.29	
Limit			17,000.00	
Remaining			15,314.71	

**Total this invoice \$1,685.29**

### Billings to Date

	Current	Prior	Total
Labor	1,377.00	0.00	1,377.00
Expense	50.40	0.00	50.40
Unit	257.89	0.00	257.89
<b>Totals</b>	<b>1,685.29</b>	<b>0.00</b>	<b>1,685.29</b>



**Kevin D. Olson**  
**Attorney-at-Law**  
**1400 5<sup>th</sup> Street, P.O. Box 5127**  
**Coralville, Iowa 52241**  
**Phone (319) 351-2277 Fax: (319) 351-2279**

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August 29, 2014

Mr. Brent Hinson, City Administrator  
City of Washington, Iowa  
215 E. Washington Street  
Washington, Iowa 52353

**INVOICE**

For legal services rendered to the City of Washington, Iowa

TOTAL HOURS	17.25 hours (0.5 hr/Ct time)
TOTAL MILEAGE	462 miles
Hourly Rate	\$90/hour
Mileage Rate	\$75/hour court time \$0.56 per mile
TOTAL FOR THIS INVOICE	\$1,803.72

**Water Dept.**

The new GSR is coming along well. DN is currently in the process of wrapping the tank with steel wire. Completion looks to be on schedule barring any surprises.

Lately, we have been doing some stack maintenance to the units. We've had to replace a handful of electrodes and membranes in the process. This is normal, especially considering the age of the units. We have a few more stacks to tackle over the next few weeks and will be requesting the purchase of more EDR parts in the near future.

Lead and copper samples were taken in the month of August. We are required to take these samples once every three years and they must be collected from 20 homes throughout the city. We had no trouble with public cooperation and were able to get all of the samples collected and sent to the lab within two weeks. The City has always been in compliance with state and federal lead and coppers rules and I do not anticipate to see that change with this latest round of testing.

The DNR came to the water plant on August 26<sup>th</sup> to complete a sanitary survey; these are performed every two years. The City has no major deficiencies at this time. The old GSR was considered a major deficiency when the last survey was done but since it is being replaced, it no longer has that designation.

**Street/Traffic Lighting Dept.**

We recently had to replace a controller at the intersection of W. Madison and S. Ave. B.

At that same intersection we are waiting to hear back from Dickinson Company out of Oskaloosa with regards to the wiring of that intersection. Currently, we have temporary overhead wires feeding the lights due to an underground short.

Chad McCleary

Water/Light Superintendent

**WWTP report  
September 2, 2014  
Council Meeting**

- **After hour alarm and dog call outs –**  
2<sup>nd</sup> dog call, Safety Center reported dog to be picked up at 521 S Iowa, 6:58 p.m. Jason  
3<sup>rd</sup> WWTP, generator running, 12:30 a.m. Danny  
4<sup>th</sup> Lexington Blvd lift station, high water alarm, 10: 35 p.m. Danny  
5<sup>th</sup> dog call, Safety Center reported a dog to be picked up at 37 Elm, UP Home, 7: 30 p.m. Jason  
10<sup>th</sup> dog call, Safety Center reported dog to be picked up at 304 East 15<sup>th</sup>, 7:30 p.m. Jason  
13<sup>th</sup> dog call, Safety Center reported a dog to be picked up in 800 Blk North 8<sup>th</sup>, 7:00 p.m. Jason
- **Dept Head meetings –** I attended the meetings on the 19<sup>th</sup> & 26<sup>th</sup>.
- **IRE –** A meeting is scheduled with IRE, IDNR, FOX Engineering, and the City for September 4, 2014. IRE hasn't discharged any waste water to the WWTP since July 3, 2014.
- **Mowing –** Jason mowed with the LS tractor and bush hog mower at the following locations the City farm, WWTP entrance roads and ditches, ditches along West main west of Hwy 1, Lexington Blvd lift station ditch and ditch on north side of Lexington Blvd, and ditches along West 5<sup>th</sup>. Danny has been mowing WWTP yards with the JD rider.
- **Maintenance work –** We have been performing maintenance on WWTP equipment as needed. JETCO was here on August 25, 2014 to work on maintenance punch list.
- **Lexington Blvd lift station –** This lift station by-passed during the heavy morning rain on August 23, 2014. This was reported to IDNR on the 23<sup>rd</sup>. A written report was submitted to the local field office on the 25<sup>th</sup>. During routine cleaning on the 25<sup>th</sup> Danny discovered a crack in the discharge line of pump #1. We contacted a couple pump companies to give us quotes for replacing the discharge line. On the 26<sup>th</sup> when Danny was performing morning rounds of the lift stations he started pump #1 and it tripped the breaker and wouldn't pump. Later in morning Electric Pump (EP) was here checking on what was needed to repair the discharge line and they pulled the pump #1 for us. The pump had a hole and crack in its volute. EP took the pump with them and will give us a repair quote for this pump before starting repairs. On the 27<sup>th</sup> Jason, Danny, and Seth (M/C) installed new pump guide rails for pump #2. Thanks to M/C for use of the vacuum trailer and sending Seth to operate it.
- **Dog pound inspection –**Iowa Dept of AG inspected the dog pound on August 25, 2014. No deficiencies or recommendations were noted during this inspection. The pound won't require another inspection until 2015.

Fred E. Doggett

8/28/2014 3:46 PM

## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for August 2014**

**By Nicholas Duvall**

We have mowed Elm Grove and Woodlawn each four times this month. We have been resetting monuments as we can work them in. We got four monuments reset plus 6 of the civil war monuments. The grass has not slowed down any so we are still mowing every week. I was gone for several days to the sudden and unexpected passing of my grandmother. Our college and high school workers have gone back to school. We have gotten most of the summer graves settled and seeded. We have also had a lot of new monuments to mark out.

We have had 8 funerals at Elm Grove this month. This brings our total for the calendar year to 69. This month we plan to continue mowing and trimming, seeding graves, and continue working on resetting monuments (we got an extension from WCRF to finish using our grant money this summer).

To: Washington City Council

From: Cruisers For Critters Car Show (PAWS & More)

Event date: August 23, 2015

We would like to do the car show again in 2015. We would like to do the show on August 23, 2015.

We want to use the south and west sides as we have done in the past. We would start setting up around 8 AM and have the road open by 4 PM.

Rick Stauffer  
319.863.3268  
[www.rickslist.info](http://www.rickslist.info)

## CITY OF WASHINGTON, IOWA

## CLAIMS LIST FOR SEPTEMBER 2,2014

<b>POLICE</b>	ARAMARK UNIFORM SERV INC.	SERVICE	180.03
	ARNOLD MOTOR SUPPLY	SUPPLIES	410.94
	CLERK OF COURT	CIVIL INFRACTION FILING FEE	85.00
	GALL'S INC.	GUN MOUNTS, SUPPLIES	1,440.00
	MARCO, INC.	COPIER MAINT	10.30
	ORSCHLINS	DOG FOOD	43.98
	PUBLIC AGENCY TRAINING COUNCIL	CONFERENCE	295.00
	QUILL	SUPPLIES	61.80
	SUREFIRE	BATTERIES	66.13
	ULTRAMAX	SUPPLIES	845.00
	UP-TOWN AUTO WASH	RECHARGE - CAR WASH CARD	100.00
	WAL-MART	SUPPLIES	245.86
	WASH CO AUDITOR	AUGUST COMMUNICATIONS	20,276.83
	WCHC FAMILY MEDICINE	PHYSICAL- HUSCHKA	238.50
	<b>TOTAL</b>	<b>24,299.37</b>	
<b>FIRE</b>	ARNOLD MOTOR SUPPLY	SUPPLIES	59.13
	GALL'S INC.	SUPPLIES	276.51
	WCHC FAMILY MEDICINE	HAMMES- PHYSICAL	454.50
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	169.17
	<b>TOTAL</b>	<b>959.31</b>	
<b>DEVELOP SERV</b>	BRUNS, DAVID	MILEAGE REIMBURSEMENT	50.85
	CAPPS HOME REPAIR	GRASS ABATE 733 S 8TH, 521 N MARION, 404 W 6TH	390.00
	MARK'S SANITATION	TRASH ABATE	110.00
	MIKE'S LAWN CARE	ABATE GRASS- 612 S 8TH	40.00
	WAL-MART	MISC SUPPLIES	54.00
	<b>TOTAL</b>	<b>644.85</b>	
<b>LIBRARY</b>	AMERICAN LIBRARY ASSOC	MEMBERSHIP DUES	72.00
	CINTAS CORP LOC. 342	SERVICE	42.90
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	228.50
	FAREWAY STORES	OFFICE SUPPLIES	32.47
	J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIER MAINTENANCE	173.99
	MARIE ELECTRIC INC.	LEAK INVESTIGATION AND REP	25.00
	WCDC INC	WINDOW WASHING	30.00
	<b>TOTAL</b>	<b>604.86</b>	
<b>PARKS</b>	FAREWAY STORES	SUPPLIES	80.08
	GREINER DISCOUNT TIRES	TIRE REPAIR	14.45
	ORSCHLINS	HOSE KIT, SUPPLIES, RAIN GAUGE, ADAPTER, BULBS	137.33
	PACIFIC SALES & MANUF.	DECK COATING FOR NEW DAWN	1,895.00
	SCHROCK, DEVON	STRAW	20.00
	VISA	WATER PUMP AND SERVICE	498.00
	WASHINGTON LUMBER	SUPPLIES	29.93
	WASHINGTON RENTAL	REPAIR	39.90
	ZEE MEDICAL INC.	MEDICAL SUPPLIES	38.90
	<b>TOTAL</b>	<b>2,753.59</b>	
<b>POOL</b>	MARSHALL FURNITURE CO	CHAIRS	892.00
		<b>TOTAL</b>	<b>892.00</b>
<b>CEMETERY</b>	ALLIANT ENERGY	UTILITIES/ALLIANT ENERGY	22.22
	CERTIFIED LABORATORIES	OIL ENGINE/HYD	437.50
	VISA	MOWER ENGINE REPLACEMENT	1,760.00
	<b>TOTAL</b>	<b>2,219.72</b>	
<b>FINAN ADMIN</b>	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00

	CAREERTRACK	HR SEMINAR	149.00
	CINTAS CORP LOC. 342	SERVICE	122.42
	EBERT SUPPLY CO.	SUPPLIES	134.70
	FAREWAY STORES	SUPPLIES	29.55
	QUILL	OFFICE SUPP	88.75
	WASH CHAMBER OF COMMERCE	LEADERSHIP CLASS-KRANZ	225.00
		<b>TOTAL</b>	<b>793.42</b>
<b>AIRPORT</b>	EASTERN AVIATION FUELS INC	FUEL	18,654.56
	HORAK INSURANCE CO	INSURANCE	2,881.00
	VETTER'S INC-CULLIGAN WATER	SOFTENER- AIRPORT	78.50
	WASH CO. RECYCLING CTR	TRASH PICKUP- 4 MONTHS	80.00
	WEST LAWN CARE	MOWING	1,500.00
		<b>TOTAL</b>	<b>23,194.06</b>
<b>ROAD USE</b>	AGRILAND FS, INC	LP GAS	150.00
	ALTORFER	EQUIPMENT RENTAL	471.00
	ARNOLD MOTOR SUPPLY	SUPPLIES	190.80
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	141.60
	CHEMSEARCH	SUPPLIES	418.54
	DOUDS STONE LLC	STONE	336.27
	GATES, PAUL	SIDEWALK REPLACEMENT PROGR	858.80
	HIWAY SERVICE CENTER	SUPPLIES	22.19
	IDEAL READY MIX	E TAYLOR, 600 BLK S 4TH, S 4TH & VAN BUREN	3,198.00
	L L PELLING CO	PRE-MIX	721.88
	MARTIN EQUIPMENT OF IA-IL	PARTS FOR REPAIR	349.75
	MAUER SUPPLY, INC.	SUPPLIES	59.00
	MORNING SUN FARM	PARTS	203.01
	WASHINGTON LUMBER	WASHINGTON LUMBER	61.84
	WASHINGTON RENTAL	TRIMMER HEAD	29.99
		<b>TOTAL</b>	<b>7,212.67</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	UTILITIES/ALLIANT ENERGY	58.93
	MARIE ELECTRIC INC.	STREET LIGHT REPAIR	206.02
		<b>TOTAL</b>	<b>264.95</b>
<b>CAPITAL PROJECTS</b>	FLYNN COMPANY, INC	PAY ESTIMATE 3	348,431.17
		<b>TOTAL</b>	<b>348,431.17</b>
<b>TREE COMMITTEE</b>	TWIN STATE & CHEMICAL CO	WATER TANK	36.25
		<b>TOTAL</b>	<b>36.25</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	UTILITIES/ALLIANT ENERGY	63.15
	AUTOMATIC SYSTEMS CO	PLC PROCESSOR MAINTENANCE	637.75
	GE OSMONICS	SUPPLIES	717.38
	HACH COMPANY	CHLORINE	353.39
	HOWREY, WILLIAM	MILEAGE REIMB	32.77
	JENNINGS, ELAINE	MILEAGE REIMB	23.27
	NORTHWAY WELL & PUMP CO.	ADJUSTMENT ON PUMP	507.50
	POSTMASTER	BULK MAILING OF WATER BILL	821.86
	TOTAL FILTRATION SYSTEM	FILTERS	919.72
	TYLER TECHNOLOGIES	SOFTWARE MAINT FEE	3,500.85
		<b>TOTAL</b>	<b>7,577.64</b>
<b>WATER DIST</b>	ALLIANT ENERGY	UTILITIES/ALLIANT ENERGY	97.54
	AMERICAN SHORING INC	PANELS	1,172.50
	GOODWIN, MAVERIK	BOOT REIMBURSEMENT	72.75
	IOWA ONE CALL	JULY SERVICE	92.00
	LAWSON PRODUCTS INC	TUBING AND PARTS	148.19
	MUNICIPAL MANAGEMENT CORP.	LEAK DETECTION	2,800.00
	ORSCHELNS	SUPPLIES	5.99

	WAL-MART	MISC SUPPLIES	82.20
		<b>TOTAL</b>	<b>4,471.17</b>
<b>SEWER PLANT</b>	ALLIANT ENERGY	UTILITIES/ALLIANT ENERGY	18.81
	ARNOLD MOTOR SUPPLY	SUPPLIES	78.97
	ATCO INTERNATIONAL	SPILL KIT	112.00
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	190.70
	CERTIFIED LABORATORIES	WEED KILLER	742.86
	DOGGETT, FRED	REIMBURSEMENT FOR SUPPLIES	24.99
	GREINER DISCOUNT TIRES	TIRE REPAIR	12.00
	TESTAMERICA LABORATORIES INC	TESTING FEE	688.80
	TYLER TECHNOLOGIES	SOFTWARE MAINT FEE	3,500.84
	UNITED LABORATORIES	PLANT CHEMICALS	527.40
		<b>TOTAL</b>	<b>5,897.37</b>
<b>SEWER COLLECT</b>	AMERICAN SHORING INC	TRENCH BOX	1,172.50
	ARNOLD MOTOR SUPPLY	SUPPLIES	9.39
	CHEMSEARCH	SUPPLIES	114.73
	COBB PETROLEUM	SUPPLIES	43.17
	MID-IOWA SOLID WASTE EQUIPMENT	TELEVISIONING	192.51
	PIONEER RESEARCH CORP	SEWER CHEMICALS	1,025.26
	TUSING, DELEN	REIMBURSEMENT	13.28
	WAL-MART	MISC SUPPLIES	3.57
	WELLINGTON, EARL	BUTANE SOLDER KIT	221.05
		<b>TOTAL</b>	<b>2,795.46</b>
<b>SANITATION</b>	DE BOEF GRINDING	BRUSH & LEAF SERVICE	2,950.00
	LUKE WASTE MANAGEMENT	REFUSE AND RECYCLING & BULKY ITEM STICKERS	24,809.00
	RECYCLING SERVICES AGENCY	AUGUST RECYCLING	400.00
	WASH CO. HUMANE SOCIETY	AUGUST COLLECTIONS	458.52
		<b>TOTAL</b>	<b>28,617.52</b>
<b>ANIMAL CONTROL</b>	ORSCHELNS	DOG POUND FOOD & SUPPLIES	160.95
		<b>TOTAL</b>	<b>160.95</b>
		<b>TOTAL</b>	<b>461,826.33</b>
		<b>LESS PAY ESTIMATE 3 FOR AIRPORT RUNWAY CONST</b>	<b>(348,431.17)</b>
		<b>TOTAL</b>	<b>113,395.16</b>



<b>Nuisance Monthly Summary</b>					
		<b># of complaints</b>	<b>Closed</b>	<b>Open</b>	<b>Abated by City</b>
<b>MAY</b>	<b>Grass/Weeds</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>5</b>
	<b>Trash/Junk</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>1</b>
	<b>Junk Cars</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Cars in Yards</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
	<b>Misc. complaints</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>
	<b>5-Aug TOTALS</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>6</b>
	<b>2-Sep TOTALS</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>6</b>
<b>JUNE</b>	<b>Grass/Weeds</b>	<b>21</b>	<b>21</b>	<b>0</b>	<b>1</b>
	<b>Trash/Junk</b>	<b>5</b>	<b>4</b>	<b>1</b>	<b>1</b>
	<b>Junk Cars</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Cars in Yards</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
	<b>Misc. complaints</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>
	<b>5-Aug TOTALS</b>	<b>29</b>	<b>26</b>	<b>3</b>	<b>2</b>
	<b>2-Sep TOTALS</b>	<b>29</b>	<b>27</b>	<b>2</b>	<b>25</b>
		<b># of complaints</b>	<b>closed</b>	<b>open</b>	<b>abated</b>
<b>JULY</b>	<b>Grass/Weeds</b>	<b>20</b>	<b>17</b>	<b>3</b>	<b>1</b>
	<b>Trash/Junk</b>	<b>17</b>	<b>8</b>	<b>9</b>	<b>2</b>
	<b>Junk Cars</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>
	<b>Cars in Yards</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
	<b>Misc. complaints</b>	<b>7</b>	<b>4</b>	<b>3</b>	<b>0</b>
	<b>5-Aug TOTALS</b>	<b>49</b>	<b>32</b>	<b>17</b>	<b>3</b>
	<b>2-Sep TOTALS</b>	<b>49</b>	<b>44</b>	<b>5</b>	<b>6</b>
<b>AUGUST</b>	<b>Grass/Weeds</b>	<b>26</b>	<b>16</b>	<b>10</b>	<b>0</b>
	<b>Trash/Junk</b>	<b>22</b>	<b>17</b>	<b>5</b>	<b>0</b>
	<b>Vehicle Complaints</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>
	<b>Misc. Complaints</b>	<b>13</b>	<b>9</b>	<b>4</b>	<b>0</b>
	<b>2-Sep TOTALS</b>	<b>63</b>	<b>43</b>	<b>20</b>	<b>0</b>

AUGUST 2014													
JOB #	ADDRESS	Complainant	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status		
1	409 E. Madison		grass and weeds in back yard	1-Aug	1-Aug	door hanger				D. Bruns	CLOSED		
2	829 S. Ave B		grass and weeds look at job # 39	1-Aug	*	phone call			sheriff's sale on Aug. 5th. Wait and see what happens at the sale. 8/5/14-Called lawfirm about property. They will tell their client.(Shannon 319-234-2530)	Steve D.	CLOSED		
3	320 W. 2nd St	homeowner	tree in ROW is dangerous and needs removed	1-Aug	*	*			Smith Tree Service to remove tree. 8/21/14 tree removed	Steve D.	CLOSED		
4	803 E. Madison St	Citizen	tree in ROW and bushes by sidewalk blocking intersection	4-Aug				*	bushes trimmed. City trimmed tree in ROW	Steve D.	CLOSED		
5	210 S. Iowa Ave.	owner	trash keeps getting dumped on her stairs	4-Aug	*	phone call	461-6245		City will pick up trash. The property owner needs to have a portable container with lid for trash. Lukes will be told of the container and empty if stickers are on the bags.	Steve D.	CLOSED		
6	908 N. Iowa Ave.	citizen	tall weeds in back/junk car/trash-junk in back	4-Aug	13-Aug	informal letter	8-Sep	*		Steve D.	open		
7	1009 E. Main St		grass and weeds	5-Aug	5-Aug	door hanger			8/19/14 grass mowed	D. Bruns	CLOSED		
8	743 E. main St		carpet on row	5-Aug	5-Aug	tag needed	*		removed	D. Bruns	CLOSED		
9	434 E. Main St		mattresse and box springs	5-Aug	5-Aug	tag needed	*		removed	D. Bruns	CLOSED		
10	E 3rd St		weeds & grass call Matt Wood	5-Aug	5-Aug	653-2767	*		mowed and cut weeds	D. Bruns	CLOSED		
11	602 N. 6th Ave		6 old furniture and misc.	5-Aug	5-Aug	tag needed	*		removed	D. Bruns	CLOSED		
12	409 E. Jefferson		trash in back apt ??	6-Aug	6-Aug				mowed and weeds cut - 8-13-14	D. Bruns	open		
13	717 S. 2nd Ave		grass call 855-563-9154	6-Aug	6-Aug	called 8-12-14			High school uses this area for horticulture projects	D. Bruns	CLOSED		
14	609 S Marion Ave		trash N side of House	6-Aug	6-Aug	door hanger			email from Mayor// took pictures and found no nuisance	D. Bruns	CLOSED		
15	High School		weeds and misc. trees north area of school	6-Aug	6-Aug	called school			email from Mayor-not a nuisance. Does not look good, but not a nuisance. I have talked to owner.	Steve D.	CLOSED		
16	917 N. Iowa Ave.	Tom Bowler	porch removed last fall and not repaired	9-Aug	9-Aug				email from Mayor-talked to property owner	Steve D.	CLOSED		
17	516 N. 2nd Ave	Tom Bowler		9-Aug					8/14-landlord called. He will take care of it.	Steve D.	CLOSED		
18	600 S. B Ave	Tom Bowler	house looks rough and in disrepair	9-Aug	12-Aug	letter	18-Aug	*	email from Mayor-talked to property owner	Steve D.	CLOSED		
19	904 N. Iowa Ave.	Mayor	tall grass and weeds	7-Aug	12-Aug	letter	18-Aug	*	8/14-landlord called. He will take care of it.	Steve D.	CLOSED		
20	904 N. Iowa Ave.	City	sidewalk not repaired from Const. last fall	11-Aug	12-Aug	informal letter	25-Aug	*	8/14-landlord called. He will take care of it.	Steve D.	open		
21	620 N. 5th Ave	citizen	junk cars, trash, junk, parking in yard	11-Aug	12-Aug	informal letter	25-Aug	*		Steve D.	CLOSED		
22	417 S. Marion Ave		grass & Weeds call: 877-617-5274	11-Aug		called	25-Aug	*	8/14-called Tim @ HUD 515 284-4041 -8/26-yard mowed	D. Bruns	CLOSED		
23	210 N. Marion Ave.	Tom Mellinger	Broken bricks between building in fire egress path. South of Power Com	12-Aug					investigated. Could not find out who put the bricks in walkway	Steve D.	CLOSED		
24	306 N. Marion Ave.	City	tall weeds all over property	12-Aug	12-Aug	letter	18-Aug	*	Civil issue and the City has done all they can.	Steve D.	open		
25	904 N. Iowa Ave.	City	mattresses and box springs in yard	12-Aug	12-Aug	letter	19-Aug	*	8/18-Jared called. Sprayed weeds. Cut next week	Steve D.	CLOSED		
26	921 E. 2nd St.	Sheila Hanson	dog tied up all the time/no water/food	12-Aug	*		*		8/14-landlord called. will take care of it.	Steve D.	CLOSED		
JOB #	ADDRESS	Complainant	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status		
27	1575 W. 5th St.	City	plant grass seed per site plan	12-Aug	12-Aug	Warning letter	8-Sep	*		Steve D.	open		
28	810 E. Madison St.	neighbor	gravel driveway might be on his property	12-Aug	*				Dave looked investigated. Gravel driveway was installed OK	Steve D.	CLOSED		
29	723 N. 2nd Ave.	resident	why are there one call flags in front of house	12-Aug	*				Called citizen back to inform that the flags were for manhole repair. Her driveway will not be blocked.	Steve D.	CLOSED		
30	613 N. 5th Ave.	neighbor	portable lighting equipment in front yard	12-Aug	13-Aug	informal letter	25-Aug	*		Steve D.	CLOSED		
31	613 N. 5th Ave.	neighbor	junk vehicle in yard. Not moved in months	12-Aug	13-Aug	informal letter	25-Aug	*	8/19/14 vehicle moved	Steve D.	CLOSED		
32	623 N. Ave B		sofa in ROW	13-Aug	13-Aug	tag needed			removed	D. Bruns	CLOSED		
33	406 W. Madison		Bags of trash on W. Madison	13-Aug	13-Aug	door hanger				D. Bruns	CLOSED		
34	220 E. 13th St.	neighbor	tall grass and weeds	14-Aug	14-Aug				grass was mowed-no warning	Steve D.	CLOSED		
35	E. 5th St. (midway oil)	city	dangerous building	14-Aug					Tax sale coming. Interest in property by 2 parties. We need to see how this plays out. Recheck the first of October.	Steve D.	open		

36	435 E. Madison St.	tenant	wiring problems, splice in water heater hookup, light switches spark, window broken out for over a year. Landlord not very nice to her	11-Aug						Civil matter. Put in landlord complaint file	Steve D.	CLOSED
37	415 W. Main St.	tenant	bugs and roaches all over(in food, cuprads) wiring is terrible(breakers keep tripping) section 8 will not do anything.	12-Aug						Civil matter. Put in landlord complaint file. Janine from public health mailed her landlord/tenant state code	Steve D.	CLOSED
38	220 E. 13th St	neighbor	grass	14-Aug	14-Aug	door hanger				mowed	D. Bruns	CLOSED
39	829 S. Ave B		grass and weeds also trash in yard	14-Aug	14-Aug	called				called MCS @ 888-488-5788 8-14-14	D. Bruns	CLOSED
40	902 E 2nd ST	citizen call 8-20-14	sofa, mattresses and box springs repeat complaint	18-Aug	18-Aug	tag needed				8/20/14-Hahn Trust house. We need to call mattresses and box springs removed 8-20-14 8/26-citizen called 9AM. Couch still there. 8/26-Dave called Hahn.	D. Bruns	CLOSED
41	627 E Main		grass and weeds	18-Aug	18-Aug	called				Wash. Realty 653-6612 Patty E.	D. Bruns	CLOSED
42	632 E Main		weeds, cars in back yard, trash around yard	18-Aug	18-Aug	talked to Jill				Talked to Jeff M. 8-20-14 will have it cleaned up in 2 weeks	D. Bruns	open
43	600 S. B Ave	citizen	junk house, animals all over property	19-Aug	20-Aug	Talked to Joe M.				Talked to home owner, he is working on it. Will button up porch and windows.	Steve D.	CLOSED
44	415 E. Van Buren	neighbor	tall grass/weeds in SW corner of property	15-Aug	21-Aug	letter					Steve D.	open
45	921 E. 2nd St.	many complaints	junk cars, boats, junk grass/weeds, etc.	18-Jul	20-Aug	24 HR door Hanger					D. Bruns	open
46	325 W. Madison		trash in row	20-Aug	20-Aug	door hanger					D. Bruns	CLOSED
47	302 W. 2nd		grass	20-Aug	20-Aug	door hanger					D. Bruns	CLOSED
48	712 S Iowa Ave		TV in row	20-Aug	20-Aug	door hanger					D. Bruns	open
49	215 McCreedy Dr		grass, Weeds and trees	21-Aug	21-Aug	called 8-21-14				called service link (lps) 877-272-2149	D. Bruns	open
50	1021 E. 3rd St.	citizen	brushy/trees in alley ROW	26-Aug						Called JJ to see if they are clearing alleys. If not, I will send a letter to property owner.	Steve D.	open
51	1126 E. Washington		trash , TV, brush N end of lot	26-Aug	26-Aug	door hanger					D. Bruns	open
JOB#	ADDRESS		Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status	
51	1301 N. 13th Ave.	citizen	tall grass and weeds	27-Aug	27-Aug	door hanger					D. Bruns	open
52	110 E. Monroe St.	citizen	junk all over, car tore apart in drive	21-Aug							D. Bruns	open
53	813 S. 2nd Ave.	citizen	tires, junk, cars parked in backyard	21-Aug							D. Bruns	open
54	1007 E. 3rd St.	city crew	tall grass/weeds in backyard	27-Aug							D. Bruns	open
55	1309 E. 3rd St.	city crew	tall grass and weeds	27-Aug	27-Aug	door hanger					D. Bruns	open
56	628 W. Main St.	city crew	tall grass and weeds	27-Aug	27-Aug	door hanger					D. Bruns	open
57	914 E. 2nd St	city crew	trailer has water & power hooked up	27-Aug							D. Bruns	open
58	E 2nd&W. Jefferson		junk and clutter all around house	27-Aug	27-Aug					need to send letter to property talk to Kevin Peiffer ,he will work on cleaning up the property in the next 2 weeks	D. Bruns	open
59	422 E 2nd St.		grass and weeds	27-Aug	27-Aug	door hanger					D. Bruns	open
60	1212 E. 2nd St.		grass and weeds & tree branches on drive	27-Aug	27-Aug	door hanger				also talked to owner	D. Bruns	open
61	325 E. Monroe		junk car west side of house	27-Aug						need to send letter to renter & property owner	D. Bruns	open

ADDRESS	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean Up Date Deadline	Pics	Action/Results	City Official	Status
703 S 3rd Ave	trash in back Yard	1-Jul	1-Jul	door hanger	7-Jul		cleaned up	D. Bruns	CLOSED
904 N. Iowa Ave	grass needs mowed	1-Jul	1-Jul	door hanger	7-Jul		mowed	D. Bruns	CLOSED
433 E. Jefferson	grass and weeds	10-Jul	10-Jul	door hanger	14-Jul		mowed	D. Bruns	CLOSED
1304 E Washington	grass and trash by back door	10-Jul	10-Jul	called owner Tomas	14-Jul	*	7/16/14-front mowed, 1/2 the back.	D. Bruns	CLOSED
621 E. 2nd St.	trash piled up on east side	10-Jul	10-Jul	door hanger		*	7/21/14 yard cleaned up	D. Bruns	CLOSED
514 N. Marion Ave.	grass needs mowed	10-Jul	10-Jul	door hanger	14-Jul		talked to Tim Elliot 7-15-14. Having problem with Marks	D. Bruns	CLOSED
522 N. Ave C	TV and trash in ROW	10-Jul	10-Jul	door hanger	14-Jul		mowed	D. Bruns	CLOSED
E. 3rd	Wood Const. Building	10-Jul	10-Jul	called	14-Jul		grass mowed weeds still by building	D. Bruns	CLOSED
314 W. Monroe St.	dead tree in ROW	14-Jul					7/16/14 Called Don Pfeiffer to inspect	Steve D	open
							8/1/14-Don P. says trim dead limbs only		*
1506 E. Washington St.	tall grass weeds	15-Jul	15-Jul	deliver letter to property	18-Jul	*	8/1/14- Called Smith to trim tree only	Steve D	CLOSED
							property being mowed when I went to serve the papers.		*
405-435 18th St.	tall grass weeds	15-Jul	15-Jul	letter	21-Jul		hand deliver warning to Tim E.	Steve D	CLOSED
							Talked to Craig Dairyple. It will get after fair week. 7/25/14-not mowed.		*
							7/25/14-Called Jeff Hazlett to mow.		*
							8/4/14-grass mowed		*
903 E. 3rd St.	tall grass weeds, junk, car parked in yard	?	16-Jul	letter	22-Jul	*	Grass and weeds mowed. Trash gone.	Steve D	CLOSED
							A little junk still on patio. Car still parked in yard. 7/25/14		*
							8/1/14 cleaned up		*
442 S. 7th Ave.	what is going on with the property? concerned neighbor	15-Jul	*	called Wash. State Bank			They are selling it for land value.	Steve D	CLOSED
301 E. 7th Ave.	Rental compliant- owner-Frank Trcka	16-Jul	*	they own property	*		will call concerned neighbor back		*
	Furnace does not work, raw sewage in basement		*	*			Civil issue. I will put it in my file for rental inspection meetings	Steve D	CLOSED
Gondos	tall grass and weeds	18-Jul	18-Jul	text message	7/22/2014 8AM		front mowed. Weeds behind fence.	Steve D	CLOSED
							texted Elmer/Jared about tall weeds behind fence	Steve D	CLOSED
1027 E 3rd St.	weeds in back yard	18-Jul	18-Jul	door hanger	21-Jul		mowed	D. Bruns	CLOSED
1011 E 3rd St.	Yard waste	18-Jul	18-Jul	door hanger	21-Jul		8-/19-14 yard waste gone	D. Bruns	CLOSED
803 N 7th Ave	grass and weeds	18-Jul	18-Jul	door hanger	21-Jul		grass is mowed	D. Bruns	CLOSED
Highland Park	trash in back yard	18-Jul	18-Jul	door hanger	21-Jul		called Gary Hahn 319-627-5009	*	open
209 E. 5th St	bags of top soil on sidewalk	18-Jul	18-Jul	talked to owner		*	I removed them from sidewalk	D. Bruns	CLOSED
733 S 8th Ave	sofa in front yard	18-Jul	18-Jul	tag needed hanger	21-Jul		called capps grass -marks trash 7-28	D. Bruns	ABATED
612 S 8th Ave.	grass	18-Jul	18-Jul	2- door hangers	21-Jul		Mike Shirkey will mow. Wash. State will pay the bill	D. Bruns	ABATED
615 S. 9th Ave	tall grass and weeds	17-Jul					weeds gone when inspected	Steve D.	CLOSED
3-- E Madison	sofa in front Yard	18-Jul	18-Jul	tag needed hanger			8/19 sofa gone	D. Bruns	CLOSED
119 W. Harrison	grass and weeds	18-Jul	18-Jul	door hanger	21-Jul		mowed	D. Bruns	CLOSED

ADDRESS	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean Up Date Deadline	Pics	Action/Results	City Official	Status
903 E. 3rd ST	trash on west side	21-Jul	21-Jul	door hanger	24-Jul		removed	D. Bruns	CLOSED
1026 E. 2nd St	yard waste between garage and alley	21-Jul	21-Jul	door hanger	24-Jul		Owner called and said that he sprayed	D. Bruns	CLOSED
220 N. 2nd Ave.	weeds in back yard	21-Jul	21-Jul				8/19-weeds gone	D. Bruns	CLOSED
311 E Madison Ave	2- sofa chairs in front yard	21-Jul	21-Jul	tag needed hanger		*	Owner got bulky tag. Removed junk	D. Bruns	CLOSED
722 E. Van Buren St.	trash/junk displayed in front yard to give away	18-Jul	24-Jul	informal letter			chairs removed from front of house.	Steve D.	CLOSED
829 S. B. Ave.	trash and junk outside and smells	25-Jul	25-Jul	Emergency Abate letter			Mark's sanitation will pick up.	Steve D.	ABATED
702 N. 4th Ave.	trash all over property	?	25-Jul	letter		*	Mark's Sanitation will pick up. 8-15-14	Steve D.	ABATED
421 S. B. Ave.	cars parked in yard/no vehicle registration	?	25-Jul	Informal letter	8-Aug	*	cars off yard. Vehicles registered. 7/30/14-Van moved	Steve D.	CLOSED
702 S. 9th Ave.	van parked in yard beside driveway		25-Jul	Informal letter	8-Aug	*	7/30/14-Van moved	Steve D.	CLOSED
914 E. 2nd St.	junk cars, something under tarp, house trashed	18-Jul				*	inspected-found no nuisance 8/19/14	Steve D.	CLOSED
320 E. 13th St.	bushes blocking sidewalk	16-Jul				*	8/19/14-bushes trimmed	Steve D.	CLOSED
1502 N. 4th Ave.	cars driving in yard. Driving over curb	?	21-Aug	informal letter	8-Sep	*	need pics. Letter needs to go to renter and owner in Des Moines	Steve D.	open
815 S. Iowa Ave.	junk on porch	3-Jun					8/19/14-patio furniture on porch	Steve D.	CLOSED
828 S. B. Ave.	brush pile, tall grass, bags of garbage	4-Jun	21-Aug	informal letter	8-Sep	*		Steve D.	open
1207 N. Iowa Ave.	tree limb broke and hanging over alley	?	21-Aug	informal letter	8-Sep	*		Steve D.	open
803 Marion Ave.	tall weeds on property	25-Jul				?	weeds cut 7-29	D. Bruns	CLOSED
206 E 5th ST	sofa, trash on porch and E side of house	25-Jul	25-Jul	door hanger	29-Jul		7/28/14-Lady will come get a bulky tag	D. Bruns	CLOSED
521 N Marion	grass and weeds	25-Jul	25-Feb	door hanger	29-Jul	* 2	her trash day is Thursday 7/31/14	D. Bruns	ABATED
404 W 6th St	grass and weeds	25-Jul	25-Jul	called 641-472-3263		*	R.CAPPS mowed 8-1-14	D. Bruns	ABATED
317 E. Madison	sofa and trash	25-Jul	25-Jul	door hanger			R. Capps mowed 8-12-14	D. Bruns	CLOSED
944 S. 6th Ave	City tore up street. When will we fix	30-Jul		Susan Fisher 653-2260			Talk to JJ. He said he would like to be back on that job within a month. I	Steve D.	CLOSED
1004 E. Washington St.	bushes/flowers blocking sight in intersection	30-Jul		Came from Lyle at PD Nancy Waters complained			called homeowner back up/informed 8/19/14 - no site issue at intersection	Steve D.	CLOSED
ADDRESS	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean Up Date Deadline	Pics	Action/Results	City Official	Status



Address	Source of Concern	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean Up Date Deadline	Abate Date	Pics	Action/Results	City Official	Status
421 S. D Ave.	citizen	cars parked in yard/sidewalk damaged because of cars driving over sidewalk	JUNE	27-Jun	letter to property owner	15-Jul	*		owner needs to move vehicles 7/10/14-gravel down for driveway sidewalk repaired. Junk cars still need to be moved. 7/28/14-junk cars have tags and parked on all weather surface	Steve D.	CLOSED *
1100 block of north 3rd Ave	citizen	yards wastellimbs and brush in ROW for weeks	18-Jun								
323 W. 3rd St.	citizen	fire outside all the time, dumpster in yard	18-Jun	20-Aug	informal letter	2-Sep			Cleaned up when inspected	Steve D.	CLOSED
400 W. 3rd St.	citizen	truck parked in ROW on grass. Safety issue?	18-Jun	20-Aug	informal letter	8-Sep				Steve D.	

*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**

August 29, 2014

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: LED Street Lighting in Downtown

As discussed at last meeting, we sought multiple additional quotes on the LED lighting planned for downtown. We sent the information out to 4 additional firms (thanks to Bob Shellmyer and Dave Bruns for providing contact info for these firms). Mike from Sitler Supply also went back to his supplier to see if he could get a better deal, and was able to get a significant discount.

Based on the quotes received, I would recommend that Sitler Supply be awarded the bid in the amount of \$15,339.94 for 98 LED-8024E30 bulbs. As stated at the last meeting, this is an unbudgeted item, so would come from the Road Use Tax Fund balance. While the Council should always exercise restraint in considering items that are not in the budget, the energy savings are significant enough that it can probably be justified in this case.



# Sitler's Supplies, Inc

702 East Washington Street  
 PO Box 10  
 Washington, IA 52353  
 800-426-3938 - FAX 319-653-3198

## Price Quote

Date	Quote #	Rep
8/25/2014	8784 CW	M

Prepared For:  
 City of Washington  
 Municipal Building  
 Box 516  
 Washington, IA 52353

Visit Our Website! - [www.sitlersupplies.com](http://www.sitlersupplies.com)

Featuring quality replacement bulbs and batteries from:



Description	Qty	Unit Price	Total
LED-8024E30 (45W/Post top/30K/MED/Repl 175W)	98	156.53	15,339.94
		Subtotal	\$15,339.94
		Sales Tax (7.0%)	\$0.00
		<b>Total</b>	<b>\$15,339.94</b>

*Thank you for this opportunity to be your bulb and fixture supplier.  
 Please call us with any questions you may have.*

Signature \_\_\_\_\_



# Quotation

470 Ruppert Road  
 IOWA CITY, IA 52246  
 319-339-0000 Fax 319-339-1816

QUOTE DATE	QUOTE NUMBER
08/20/14	S8165892
ORDER TO:	PAGE NO.
(7) VAN METER INC. 470 Ruppert Road IOWA CITY, IA 52246 319-339-0000 Fax 319-339-1816	1

QUOTE TO:  
 CITY OF WASHINGTON  
 PO BOX 516  
 WASHINGTON, IA 52353-0516

SHIP TO:  
 CITY OF WASHINGTON - CITY HALL  
 215 EAST WASHINGTON STREET  
 WASHINGTON, IA 52353-2042

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	SALESPERSON	PRICE BR	SHIP BR
70399	LED Lighting Upgrade	Robert Shellmyer	IA-C_HSE	7	19
WRITER	SHIP VIA	TERMS	BID EXP DATE	FREIGHT ALLOWED	
Jeff Coon BUR 3406	BW BEST WAY	NET 30 DAYS	See Below	No	
ORDER QTY	DESCRIPTION	UNIT PRICE	EXTENSION		
98ea	^Light Efficient Design LED-8024E30 Post Top LED Retrofit For 175W HID	159.000e	15582.00		
<i>Wire, conduit, and fluorescent lamp prices in effect at time of shipment. Other items valid 30 days and based on qtys supplied, unless otherwise specified. All items subject to approval by specifying party. Nonstock items are subject to restocking charges based on manufacturer's terms and conditions. Frt charges or applicable tax not included.</i>			Subtotal	\$15582.00	
			SS&H CHGS	\$0.00	
			Tax	To be Determined	
			Amount Due	\$15582.00	



1280 Progress Street  
 PO Box 557  
 North Liberty, Iowa 52317  
 (319)626-3007 Fax (319)626-3020  
*Celebrating 20+ years of Serving Eastern Iowa!*

# ESTIMATE

Quote Number: 65931  
 Quote Date: Aug 29, 2014  
 Page: 1

**Quoted To:**

CITY OF WASHINGTON  
 PO BOX 516  
 WASHINGTON, IA 52351

	Good Thru	Payment Terms	Sales Rep
	9/28/14	Net 10 Days	HESS, JEFFREY L.

Quantity	Description
	<p>QUOTE IS FOR THE SUPPLY ONLY OF 98 LED LAMPS AS SPECIFIED IN THE "REQUEST FOR QUOTE - Exterior LED Lighting Upgrades"</p> <p>LAMPS HAVE A TWO WEEK LEAD TIME FROM THE DATE OF RECEIPT OF THE PURCHASE ORDER FROM THE CITY. ONCE PO IS RECEIVED WE WILL NOTIFY YOU WHEN THE PRODUCT IS RECEIVED AND ARRANGEMENTS CAN BE MADE FOR PICK UP (OR DELIVERY) AT THAT TIME.</p> <p>OUR SCOPE IS LIMITED TO:</p> <p>98.00 LED Lamps - SKU#LED-8024E30 as manufactured by Light Efficient Designs</p> <p>-</p> <p>** PLEASE NOT THAT ONE OF THE VENDORS CONTACTED FOR BIDDING OF THESE LAMPS SAID THAT THESE WERE NOT RATED FOR INSTALLATION IN CERTAIN SHOE BOX STYLE FIXTURES.</p>

Any damage to finished surfaces - ie. drywall, paint, siding, soffit, trim, sod, roofing, tile, block, flooring, etc - required for the installation of our work is the responsibility of others to repair and is not included in this estimate.

Please note that on remodelling/modifications of existing work conflicts may arise with hidden or buried conflicts from prior installations - such conflicts, unforeseen, are not included in such estimates and are still the financial responsibility of the customer and are not included in such estimated quotations..

Subtotal	18,632.00
Sales Tax	
<b>TOTAL</b>	<b>18,632.00</b>



**Crescent Electric Supply Co.**

2149 S Gilbert Street  
Iowa City, IA 52240  
Phone: (319)337-9651 Fax: (319)337-9653

**Quotation To:** City of Washington  
**Attention:** Brent Hinson

**8/29/2014**

**Job Name:** City of Washington replacement of street lights

**Quote By:**  
**Steven Christiasnen**

**E-Mail:**  
**Steven.Christiansen@cesco.com**

*We are pleased to submit the following quotation:*

Type	Qty	Description	Unit Price	Ext. Price
	98	LED-8024E30 Light Efficient Design	\$157.60	\$15,445.06
	NOTES			

Quotations valid for 30 days. Prices quoted are US dollars.
Wire Quotes valid for 24 hours unless otherwise noted.
Provided By: Crescent Electric Supply Company

<b>TOTAL</b>	<b>\$15,445.06</b>
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*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**

August 27, 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 printed name of Brent Hinson.

Re: Old WWTP Asbestos Abatement Items

Back in May, the Council approved an agreement with Shive-Hattery for an asbestos survey for the buildings at the former wastewater plant site. Shive came back with these results later that month, which showed their estimate of \$5,800 to have the asbestos found abated.

I then asked Shive to provide an amendment to our agreement covering them putting together a specification and bidding the removal process to qualified contractors. Due to timing factors (most schools do their asbestos abatements in the summer, typically creating a poor bid environment), we waited to bid the abatement work until recently. Shive was able to obtain 3 quotations for the work, with the low quote being Active Thermal Concepts of Cedar Rapids in the amount of \$4,148. This is an excellent price for this work, and will allow us to proceed with bidding and demolition of the structures once the work is completed.

The Council is asked to consider two items: 1) The amendment to the agreement with Shive, which covers putting together the spec and bidding the work, in the amount of \$1,500 for those services; and 2) Award of bid to Active Thermal Concepts of Cedar Rapids in the amount of \$4,148 for the specified asbestos abatement work.

**AMENDMENT TO AGREEMENT**  
**between SHIVE-HATTERY, INC. AND THE CLIENT**

**PROJECT NAME:** City of Washington – WWTP – Asbestos Survey

**CLIENT NAME:** City of Washington

**AMENDMENT NO.:** 1

**ORIGINAL AGREEMENT DATE:** April 10, 2014

**AMENDMENT DATE:** August 22, 2014

City of Washington and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

- A. PROJECT DESCRIPTION:** NO CHANGE
- B. SCOPE OF SERVICES:** 1) Obtain competitive quotes to perform asbestos abatement on two buildings that contain asbestos-containing materials. 2) Perform a site visit upon completion of the abatement work to document completion of abatement prior to demolition. 3) Obtain Waste Manifest paperwork to document proper disposal of asbestos-containing materials.
- C. CLIENT RESPONSIBILITIES:** NO CHANGE
- D. SCHEDULE:** Quotes have been obtained and work has been awarded. Abatement is scheduled for September 9-10, 2014. The clearance will be completed on September 10 and paperwork will follow within the next month.
- E. COMPENSATION:** The Scope of Services will be provided on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We anticipate the total fee to be approximately \$1,500.
- F. EXHIBITS:** NO CHANGE
- G. AGREEMENT:** This Amendment is subject to all other terms and conditions of the Original Agreement. Return one signed copy to S-H.



H. ACKNOWLEDGEMENT OF APPROVAL AND OF AMENDMENT:

CITY OF WASHINGTON

SHIVE-HATTERY, INC.

By: \_\_\_\_\_



Title: \_\_\_\_\_

Chad G. Siems  
Project Manager

Date Accepted: \_\_\_\_\_

CGS/mas

Copy: Robbie Baker, Fox Engineering  
Kevin Trom, S-H

August 22, 2014

City of Washington  
ATTN: Mr. Brent Hinson  
215 E. Washington Street  
PO Box 516  
Washington, Iowa 52353

RE: City of Washington Old WWTP – Asbestos Abatement  
Letter of Recommendation

Dear Mr. Hinson:

On August 21, 2014, quotes were received for the above referenced project. Three quotes were received. The low quote was submitted by Active Thermal Concepts from Cedar Rapids, Iowa in the amount of \$4,148. Quotes were also provided by IITI for \$5,280 and ECCO Midwest for \$6,645.

We recommend awarding the project to Active Thermal Concepts in the amount of \$4,148.

It has been a pleasure working with you on this project to date. Please call our office if you should have any questions.

Sincerely,

SHIVE-HATTERY, INC.



Chad G. Siems

CGS/mas

Copy: Robbie Baker, Fox Engineering





*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**

August 28, 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: Agreement with Public Financial Management (Water Tower/Water Plant Financial Consulting Services)

Attached is an agreement with Public Financial Management (PFM) for financial consulting services related to our upcoming water utility projects (North Water Tower and Water Plant Improvements). In order to pursue SRF funding for these projects, we are required to utilize the services of a financial consultant, and PFM is also the firm we utilize for the General Obligation (G.O.) bond market.

The agreement is written flexibly in relation to the services offered for the water tower project. I have found from talking with the DNR engineer reviewing our project that SRF funds may still be available to us, but we will want PFM to thoroughly examine the numbers for G.O. bond issuance, which I consider to most likely be the best financing route for this particular project, for the following reasons: 1) SRF funding will not be available for the entire 500,000 gallon tower, just the equivalent cost of replacing the existing 200,000 gallon tower (around 70% of the amount needed for the 500,000 gallon tower); and 2) FOX has been seeing tower prices go up significantly for SRF projects because they now have a "Buy American" requirement on the steel used. With a G.O. issuance, we would have neither of those strings attached. However, while the maximum length of a G.O. issuance is 20 years, we may be able to get SRF funding for up to 30 years contingent on getting "disadvantaged community" status. Therefore, more analysis is needed, and thus the reason we had PFM write the agreement with some flexibility in terms of scope.



801 Grand Avenue  
Suite 3300  
Des Moines, IA 50309

515 243-2600  
515 243-6994 fax

August 8, 2014

Mr. Brent Hinson  
City Administrator  
2015 Washington Street  
Washington, Iowa 52353

RE: Scope of Services and Fee Proposal for SRF Loan MA Services

Dear Brent,

Public Financial Management, Inc. ("PFM") is pleased to submit this scope of services and fee proposal to the City of Washington, Iowa (the "City") as it relates to the Water Utility ("Utility"). It is our understanding that the State Revolving Fund ("SRF") program is now requiring all borrowers to engage a registered Municipal Advisor ("MA") to analyze the financial position of the Utility. PFM would serve as your MA and work with the City to analyze the current income and expenses, assist with setting rates and advise the City on financial planning in order to ensure the financial health of the Utility and satisfaction of the 1.10% debt coverage ratio requirement.

To develop and update a financial and capital planning model (the "Model") for the Utility, PFM will undertake the following steps and procedures:

- PFM will begin by scheduling a phone call with the appropriate staff at the City to discuss all aspects of the project such as timing, amounts, etc.
- PFM will review the trend of water sales and work with staff to isolate any seasonal or larger users. This information will allow us to develop various revenue estimates based on fluctuating usage. In addition, this will allow us to test the financial impact of the loss of larger customers.
- PFM will review the current rates and charges to assess the current financial position of the Utility. PFM will review and analyze three years of audited financial statements and/or internal documents if audited financial statements are not available and the current budget to develop an understanding of the historical financial performance and financial trends.
- Based on our review of the historical performance and current budget, PFM will develop a Model to articulate the historical, current and projected financial performance of the Utility.
- The Model will allow PFM to assess the historical revenue and expenditure growth, effect of any rate adjustments, magnitude and timing of the historical and planned capital improvements, impact of the current debt structure, debt ratios and other financial measures appropriate to the Utility.
- PFM will work with staff to develop assumptions, which will be used to project financial performance into the future. These assumptions include water usage growth or lack thereof, growth of operating expenses and interest rate assumptions. Finally, PFM will work with staff to determine the appropriate timing and acceptable adjustments to current rates and charges, if needed.

- PFM will review the current debt and its structure. In addition, PFM will review existing bond and note resolutions as to existing covenants regarding minimum net operating revenue requirements, debt service reserve funds and additional bond tests. Finally, PFM will review the resolution related to the proposed SRF loan to ensure compliance with existing and proposed covenants.
- PFM will review the magnitude and timing of capital projects identified in the City's capital improvement plan. Financing strategies will be developed to fund the capital improvement plan. Strategies may include modifying the timing of the capital projects, use of pay-as-you-go, debt financing or the use of cash reserves. If the City doesn't have a capital improvement plan readily available, PFM would assist to determine the availability and timing of financial resources to help develop a capital improvement plan.
- Through the use of our Model and assistance from staff, PFM will formulate a financing plan to fund the capital improvement project and/or the debt financing.

Assuming the City issues an SRF loan in the amount of \$3,750,000 for plant upgrades, PFM proposes a fee of \$8,500 for all services related to the scope of services identified above, due upon issuance of the SRF Loan. This scenario also assumes the City will be issuing a General Obligation bond for the water tower in the amount of \$2,100,000.

Assuming the City issues an SRF loan in the amount of \$5,450,000 to cover both the plant upgrades and water tower and does not issue General Obligation bonds, PFM proposes a fee of \$12,000 for all services related to the scope of services identified above, due upon issuance of the SRF Loan.

In addition, the SRF is requiring an updated financial analysis be submitted each year for three years after the project is completed and then every five years thereafter for the life of the SRF loan. PFM proposes a fee of \$2,000 for each annual update to the financial analysis. In addition, keep in mind, the SRF program provides for up to \$4,000 of qualified municipal advisor fees to be reimbursed by the program.

PFM fees include report preparation and a conference call with City Council members. If the City would like PFM to present the financial analysis in person at a City Council meeting, there may be additional fees for transportation and time at \$250/hour.

Attached to this letter is: 1) an engagement agreement for municipal advisor services related to this SRF loan transaction; and 2) an information request listing the documents and other information PFM will need to complete this financial analysis.

Please call me at (515) 724-5735 if you have any questions. Information can be emailed to me at [blankenshipj@pfm.com](mailto:blankenshipj@pfm.com).

Sincerely,  
PUBLIC FINANCIAL MANAGEMENT, INC.



Jenny Blankenship, CPA  
Director

## ENGAGEMENT AGREEMENT FOR MUNICIPAL ADVISOR SERVICES

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Washington, Iowa ("Client") and Public Financial Management, Inc., (hereinafter called the "Municipal Advisor" or "PFM") sets forth the terms and conditions under which the Municipal Advisor shall provide financial planning services and facilitate the issuance of debt through the State Revolving Fund loan program ("SRF") to finance the Client's water supply and water treatment plant capital improvement projects (the "Projects").

WHEREAS, Client is desirous of obtaining the services of a municipal advisor to develop and assist in implementing Client's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary municipal advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

### **I. SCOPE OF SERVICES**

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, revenue sufficiency analyses and other services related to producing a plan of finance for the Projects, and for debt issuance through the SRF program, examples of which, not intended to be exclusive, were set forth in the Scope of Service letter provide to the Client.

### **II. WORK SCHEDULE**

The services of the Municipal Advisor are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

### **III. MUNICIPAL ADVISORY COMPENSATION**

For the scope of services described, PFM's professional fees and expenses shall be paid as follows:

1. For financial planning and debt issue development services related to the issuance of debt funded through the SRF program:
  - a. PFM will be paid a fee of \$8,500 for a \$3,750,000 SRF loan or \$12,000 for a \$5,450,000 SRF loan, payable upon loan closing.
2. For each required annual financial analysis update, certified annually to the Iowa Finance Authority for the first three years after project completion and every five years thereafter for the life of the SRF loan:
  - a. PFM will be paid a fee of \$2,000 for each required annual update, payable upon certification to the Iowa Financial Authority.

#### Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing, internet posting fees and computer time which are incurred by PFM. Appropriate documentation will be provided.

**IV. TERMS AND TERMINATION**

This agreement shall remain in effect until the closing of the bond transactions described above, funds have been delivered to the Client, and the final required annual update to the financial analysis has been completed.

**V. NON-ASSIGNABILITY**

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client.

**VI. INFORMATION TO BE FURNISHED TO THE MUNICIPAL ADVISOR**

All information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement shall be furnished to the Municipal Advisor and the Client shall cooperate with the Municipal Advisor in all reasonable ways.

**VII. ENTIRE AGREEMENT**


This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of the day and year herein above written.

**CITY OF WASHINGTON, IOWA**

**PUBLIC FINANCIAL MANAGEMENT, INC.**

By: \_\_\_\_\_  
Brent Hinson, City Administrator

By:   
\_\_\_\_\_  
Jenny Blankenship, Director

Date: \_\_\_\_\_

Date: August 8, 2014

## INFORMATION REQUEST

Listed below are the documents and other information PFM will need in order to complete this financial analysis:

- Internal documents for fiscal years 2013 and 2014 that include annual summaries of revenues, expenses and fiscal year end cash balances.
- Most recent budget document (2015)
- Capital Improvement Plan. If capital improvement plan is not available, please indicate the estimated annual amount needed for capital projects. Also identify any large capital projects, which may be undertaken within the next five years
- Monthly water sold (billable usage) for fiscal year 2013, 2014 and YTD 2015
- Rate ordinances in effect for fiscal year 2013, 2014 and YTD 2015

*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**

August 28, 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 placed over the name "Brent Hinson" in the "From:" field.

Re: West Side Interceptor Wetland Area

As part of the West Side Interceptor Project, completed in 2013, the City disturbed a wetland area, and was thus required by the DNR to construct a new wetland area to offset that. The wetland area was constructed along Highway 1, just north of the Bartholow farmhouse, on land owned by the City. It is now necessary to record deed restrictions on that area, so that it will be permanently reserved as a wetland area. This wetland is actually two areas, one that is 0.41 acres in size and another that is 0.15 acres in size, and thus, a "Notice of Wetland Mitigation Requirements" needs to be approved and recorded for each.

Prepared by/Return to: Wade D. Wamre, Shive-Hattery, Inc, 316 2<sup>nd</sup> Street SE, Suite 500, P.O. Box 1803, CedarRapids, IA 52406-1803, Telephone 319-364-0227

## NOTICE OF WETLAND MITIGATION REQUIREMENTS

Notice is hereby given that a 0.41 acre portion of the following described property:

CITY OF WASHINGTON, IOWA INCLUDING WETLAND MITIGATION AREA:

All that part of the Southwest Fractional Quarter (SWfr1/4) and the South One-half (S1/2) of the Northwest Fractional Quarter (NWfr1/4) of Section Nineteen (19), lying South and East of the Public Highway, now running through the same in a southwesterly to a northeasterly direction, as said highway is no located; EXCEPT a tract described as commencing at the southwest corner of said Section Nineteen (19), and running thence North along the Section line 491.5 feet to the center of the public highway, thence Northeasterly along the center of said public highway 644 feet, thence southwesterly 796 feet to a point on section line, 555 feet East of said Southwest corner, thence West 555 feet to the place of beginning, in Township Seventy Five (75) North, of Range Seven (7) West of the Fifth Principal Meridian, in Washington County, Iowa, more particularly described as follows:

Commencing at the Center of Section 19, Township 75 North, Range 7 West of the Fifth Principal Meridian, in Washington County, Iowa; Thence N 02°13'45" W along the Easterly line of the NW 1/4 of said Section 19 a distance of 356.01 feet; Thence S 87°46'15" W to the Point of Beginning a distance of 236.44 feet; Thence N 37°38'00" W a distance of 25.89 feet; Thence Southwesterly a distance of 44.93 feet along the arc of a 49.00 foot radius curve concaved Southeasterly (Chord Bears S 65°39'17" W a distance of 43.38 feet); Thence Southwesterly a distance of 83.55 feet along the arc of a 212.00 foot radius curve concaved Southeasterly (Chord Bears S 22°01'03" W a distance of 83.01 feet); Thence Southeasterly a distance of 67.99 feet along the arc of a 179.00 foot radius curve concaved Easterly (Chord Bears S 05°07'41" E a distance of 67.59 feet); Thence Southwesterly a distance of 24.64 feet along the arc of a 21.00 foot radius curve concaved Northwesterly (Chord Bears S 55°43'35" W a distance of 23.25 feet); Thence Northwesterly a distance of 30.32 feet along the arc of a 68.00 foot radius curve concaved Northeasterly (Chord Bears N 64°13'29" W a distance of 30.06 feet); Thence Northwesterly a distance of 90.93 feet along the arc of a 81.00 foot radius curve concaved Northeasterly (Chord Bears N 15°29'40" W a distance of 86.23 feet); Thence Northeasterly a distance of 212.09 feet along the arc of a 990.00 foot radius curve concaved Southeasterly (Chord Bears N 38°59'22" E a distance of 211.68 feet); Thence Northeasterly a distance of 21.02 feet along the arc of a 32.00 foot radius curve concaved Southeasterly (Chord Bears N 51°54'46" E a distance of 20.65 feet); Thence N 62°26'41" E a distance of 18.85 feet; Thence S 31°29'47" E a distance of 50.95 feet; Thence Southwesterly a distance of 11.81 feet along the arc of a 10.00 foot radius curve concaved Westerly (Chord Bears S 25°49'39" W a distance of 11.13 feet); Thence Southwesterly a distance of 46.61 feet along the arc of a 100.00 foot radius curve concaved Southeasterly (Chord Bears S 41°11'42" W a distance of 46.19 feet); Thence S 20°18'16" E a



Prepared by/Return to: Wade D. Wamre, Shive-Hattery, Inc, 316 2<sup>nd</sup> Street SE, Suite 500, P.O. Box 1803, CedarRapids, IA 52406-1803, Telephone 319-364-0227

distance of 21.43 feet; Thence S 72°33'18" E a distance of 6.90 feet; Thence S 51°58'53" W to the Point of Beginning a distance of 27.65 feet.

Said parcel contains 17,852 SQ.FT., 0.41 acres, and is subject to easements and restrictions of record.

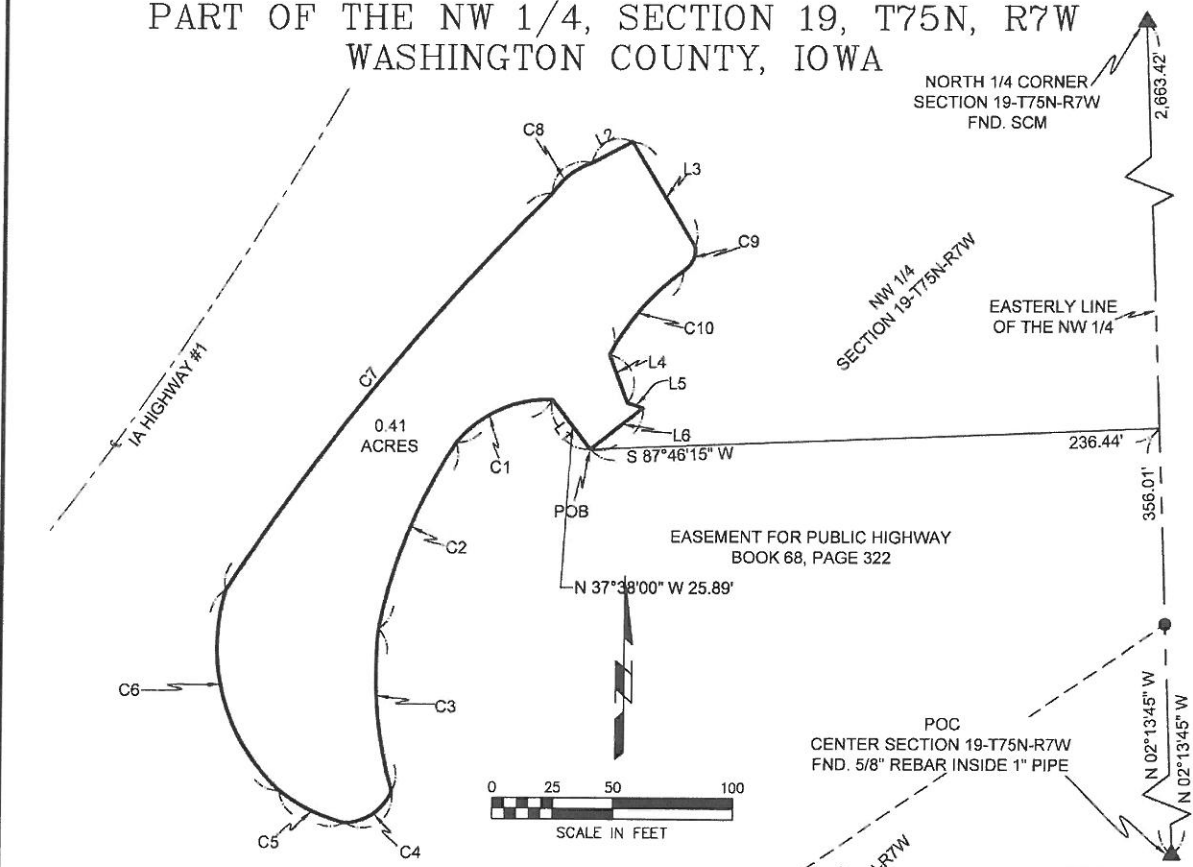
is a wetland mitigation area and is subject to regulation under Sections 401 and 404 of the Clean Water Act and to the requirements of the U.S. Army Corps of Engineers Authorization, copy of which is attached hereto and made a part hereof.

City of Washington, Iowa

By \_\_\_\_\_ (Sign in Ink)  
Mayor Sandra Johnson

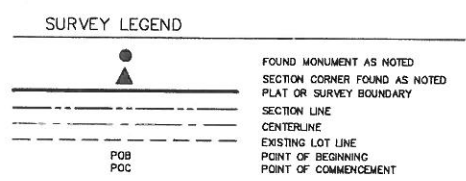


# WETLAND DELINEATION EASEMENT EXHIBIT PART OF THE NW 1/4, SECTION 19, T75N, R7W WASHINGTON COUNTY, IOWA



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	DELTA
C1	44.93'	49.00'	S 65°39'17" W	43.38	052°32'28"
C2	83.55'	212.00'	S 22°01'03" W	83.01	022°16'11"
C3	67.99'	179.00'	S 05°07'41" E	67.59	021°11'35"
C4	24.64'	21.00'	S 55°43'35" W	23.25	067°13'24"
C5	30.32'	68.00'	N 64°13'29" W	30.06	025°32'53"
C6	90.93'	81.00'	N 15°29'40" W	86.23	064°19'16"
C7	212.09'	990.00'	N 38°59'22" E	211.68	012°16'28"
C8	21.02'	32.00'	N 51°54'46" E	20.65	037°38'39"
C9	11.81'	10.00'	S 25°49'39" W	11.13	067°38'43"
C10	46.61'	100.00'	S 41°11'42" W	46.19	026°42'17"

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 37°38'00" W	25.89'
L2	N 62°26'41" E	18.85'
L3	S 31°29'47" E	50.95'
L4	S 20°18'16" E	21.43'
L5	S 72°33'18" E	6.90'
L6	S 51°58'53" W	27.65'



**LAND DESCRIPTION:**

All that part of the Southwest Fractional Quarter (SW1/4) and the South One-half (S1/2) of the Northwest Fractional Quarter (NW1/4) of Section Nineteen (19), lying South and East of the Public Highway, now running through the same in a southwesterly to a northeasterly direction, as said highway is no located; EXCEPT a tract described as commencing at the southwest corner of said Section Nineteen (19), and running thence North along the Section line 491.5 feet to the center of the public highway, thence Northeasterly along the center of said public highway 644 feet, thence southwesterly 796 feet to a point on section line, 555 feet East of said Southwest corner, thence West 555 feet to the place of beginning, in Township Seventy Five (75) North, of Range Seven (7) West of the Fifth Principal Meridian, in Washington County, Iowa, more particularly described as follows:

Commencing at the Center of Section 19, Township 75 North, Range 7 West of the Fifth Principal Meridian, in Washington County, Iowa; Thence N 02°13'45" W along the Easterly line of the NW 1/4 of said Section 19 a distance of 356.01 feet; Thence S 87°46'15" W to the Point of Beginning a distance of 236.44 feet; Thence N 37°38'00" W a distance of 25.89 feet; Thence Southwesterly a distance of 44.93 feet along the arc of a 49.00 foot radius curve concaved Southeasterly (Chord Bears S 65°39'17" W a distance of 43.38 feet); Thence Southwesterly a distance of 83.55 feet along the arc of a 212.00 foot radius curve concaved Southeasterly (Chord Bears S 22°01'03" W a distance of 83.01 feet); Thence Southeasterly a distance of 67.99 feet along the arc of a 179.00 foot radius curve concaved Easterly (Chord Bears S 05°07'41" E a distance of 67.59 feet); Thence Southwesterly a distance of 24.64 feet along the arc of a 21.00 foot radius curve concaved Northwesterly (Chord Bears S 55°43'35" W a distance of 23.25 feet); Thence Northwesterly a distance of 30.32 feet along the arc of a 68.00 foot radius curve concaved Northwesterly (Chord Bears N 64°13'29" W a distance of 30.06 feet); Thence Northwesterly a distance of 90.93 feet along the arc of a 81.00 foot radius curve concaved Northwesterly (Chord Bears N 15°29'40" W a distance of 86.23 feet); Thence Northwesterly a distance of 212.09 feet along the arc of a 990.00 foot radius curve concaved Southeasterly (Chord Bears N 38°59'22" E a distance of 211.68 feet); Thence Northeasterly a distance of 21.02 feet along the arc of a 32.00 foot radius curve concaved Southeasterly (Chord Bears N 51°54'46" E a distance of 20.65 feet); Thence N 62°26'41" E a distance of 18.85 feet; Thence S 31°29'47" E a distance of 50.95 feet; Thence Southwesterly a distance of 11.81 feet along the arc of a 10.00 foot radius curve concaved Westwesterly (Chord Bears S 25°49'39" W a distance of 11.13 feet); Thence Southwesterly a distance of 46.61 feet along the arc of a 100.00 foot radius curve concaved Southeasterly (Chord Bears S 41°11'42" W a distance of 46.19 feet); Thence S 20°18'16" E a distance of 21.43 feet; Thence S 72°33'18" E a distance of 6.90 feet; Thence S 51°58'53" W to the Point of Beginning a distance of 27.65 feet.

Said parcel contains 17,852 SQ.FT., 0.41 acres, and is subject to easements and restrictions of record.

1 OF 1	ISSUED FOR	PROJECT NO. 214252-0	WETLAND DELINEATION EASEMENT EXHIBIT WASHINGTON COUNTY, IOWA			
			DATE 8-5-2014	SCALE 1"=50'		
			DRAWN ccn	APPROVED 	FIELD BOOK	
			REFERENCE DRAWING		REVISION	

## SHIVEHATTERY

ARCHITECTURE + ENGINEERING

Iowa | Illinois | Indiana | Missouri | <http://www.shivehattery.com>

Prepared by/Return to: Wade D. Wamre, Shive-Hattery, Inc, 316 2<sup>nd</sup> Street SE, Suite 500, P.O. Box 1803, CedarRapids, IA 52406-1803, Telephone 319-364-0227

## NOTICE OF WETLAND MITIGATION REQUIREMENTS

Notice is hereby given that a 0.15 acre portion of the following described property:

CITY OF WASHINGTON, IOWA INCLUDING WETLAND MITIGATION AREA:

All that part of the Southwest Fractional Quarter (SWfr1/4) and the South One-half (S1/2) of the Northwest Fractional Quarter (NWfr1/4) of Section Nineteen (19), lying South and East of the Public Highway, now running through the same in a southwesterly to a northeasterly direction, as said highway is no located; EXCEPT a tract described as commencing at the southwest corner of said Section Nineteen (19), and running thence North along the Section line 491.5 feet to the center of the public highway, thence Northeasterly along the center of said public highway 644 feet, thence southwesterly 796 feet to a point on section line, 555 feet East of said Southwest corner, thence West 555 feet to the place of beginning, in Township Seventy Five (75) North, of Range Seven (7) West of the Fifth Principal Meridian, in Washington County, Iowa, more particularly described as follows:

Commencing at the Center of Section 19, Township 75 North, Range 7 West of the Fifth Principal Meridian, in Washington County, Iowa; Thence N 02°13'45" W along the Easterly line of the Northwest Quarter of said Section 19 distance of 464.98 feet; Thence S 87°46'15" W to the Point of Beginning a distance of 63.74 feet; Thence S 64°07'48" W a distance of 37.09 feet; Thence N 32°46'09" E a distance of 11.03 feet; Thence N 13°53'15" E a distance of 12.78 feet; Thence Northwesterly a distance of 34.80 feet along the arc of a 25.00 foot radius curve concaved Southwesterly (Chord Bears N 58°15'28" W a distance of 32.06 feet); Thence N 34°17'27" W a distance of 41.86 feet; Thence Northeasterly a distance of 7.95 feet along the arc of a 12.00 foot radius curve concaved Easterly (Chord Bears N 00°11'06" E a distance of 7.81 feet); Thence Northwesterly a distance of 37.78 feet along the arc of a 66.00 foot radius curve concaved Westerly (Chord Bears N 12°10'21" W a distance of 37.27 feet); Thence N 33°56'24" E a distance of 29.55 feet; Thence Southeasterly a distance of 68.71 feet along the arc of a 50.00 foot radius curve concaved Northeasterly (Chord Bears S 67°47'08" E a distance of 63.43 feet); Thence Southeasterly a distance of 15.72 feet along the arc of a 12.00 foot radius curve concaved Southeasterly (Chord Bears S 40°27'14" E a distance of 14.62 feet); Thence S 00°13'49" E a distance of 4.47 feet; Thence Southwesterly a distance of 8.84 feet along the arc of a 8.00 foot radius curve concaved Westerly (Chord Bears S 09°28'37" W a distance of 8.40 feet); Thence Southwesterly a distance of 49.99 feet along the arc of a 34.00 foot radius curve concaved Easterly (Chord Bears S 01°34'42" W a distance of 45.60 feet); Thence S 26°27'19" W a distance of 7.50 feet; Thence Southwesterly a distance of 11.86 feet along the arc of a 15.00 foot radius curve concaved Southeasterly (Chord Bears S 39°09'36" W a distance of 11.55 feet); Thence S 34°53'46" E to the Point of Beginning a distance of 20.21 feet.

Said parcel contains 6,425 SQ.FT., 0.15 Acre, and is subject to easements and restrictions of record.

Prepared by/Return to: Wade D. Wamre, Shive-Hattery, Inc, 316 2<sup>nd</sup> Street SE, Suite 500, P.O. Box 1803, CedarRapids, IA 52406-1803, Telephone 319-364-0227

is a wetland mitigation area and is subject to regulation under Sections 401 and 404 of the Clean Water Act and to the requirements of the U.S. Army Corps of Engineers Authorization, copy of which is attached hereto and made a part hereof.

City of Washington, Iowa

By \_\_\_\_\_ (Sign in Ink)  
Mayor Sandra Johnson

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss:

On this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ To me personally known  
**Or** \_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
\_\_\_\_\_  
(Sign Name)  
(Print Name)  
Notary Public in and for the State of \_\_\_\_\_

(SEAL)

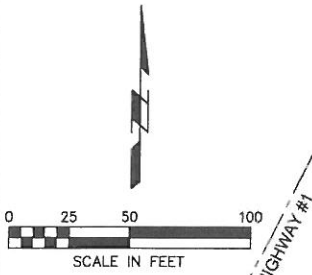
**CAPACITY CLAIMED BY SIGNER:**

- INDIVIDUAL
- CORPORATE
- Titles of Corporate Officer(s): \_\_\_\_\_
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNERSHIP: Limited Gen'l
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or
- CONSERVATOR(s)
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

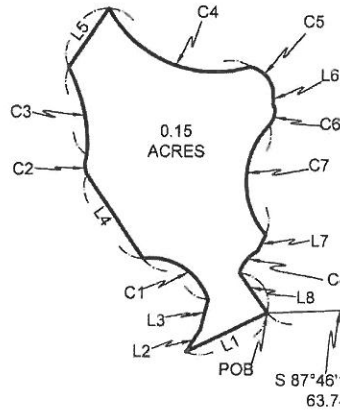
Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# WETLAND DELINEATION EASEMENT EXHIBIT PART OF THE NW 1/4 SECTION 19, T75N, R7W WASHINGTON COUNTY, IOWA



NORTH 1/4 CORNER  
SECTION 19-T75N-R7W  
FND. SCM

IA HIGHWAY #1  
NW 1/4  
SECTION 19-T75N-R7W

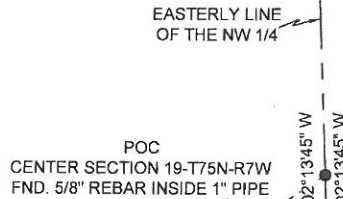


NE 1/4  
SECTION 19-T75N-R7W

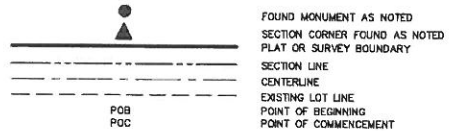
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 64°07'48" W	37.09'
L2	N 32°46'09" E	11.03'
L3	N 13°53'15" E	12.78'
L4	N 34°17'27" W	41.86'
L5	N 33°56'24" E	29.55'
L6	S 00°13'49" E	4.47'
L7	S 26°27'19" W	7.50'
L8	S 34°53'46" E	20.21'

EASEMENT FOR PUBLIC HIGHWAY  
BOOK 68, PAGE 322

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	DELTA
C1	34.80'	25.00'	N 58°15'28" W	32.06	079°45'54"
C2	7.95'	12.00'	N 00°11'06" E	7.81	037°58'36"
C3	37.78'	66.00'	N 12°10'21" W	37.27	032°47'58"
C4	68.71'	50.00'	S 67°47'08" E	63.43	078°44'17"
C5	15.72'	12.00'	S 40°27'14" E	14.62	075°03'00"
C6	8.84'	8.00'	S 09°28'37" W	8.40	063°19'58"
C7	49.99'	34.00'	S 01°34'42" W	45.60	084°14'06"
C8	11.86'	15.00'	S 39°09'36" W	11.55	045°17'37"



### SURVEY LEGEND



### LAND DESCRIPTION:

All that part of the Southwest Fractional Quarter (SW1/4) and the South One-half (S1/2) of the Northwest Fractional Quarter (NW1/4) of Section Nineteen (19), lying South and East of the Public Highway, now running through the same in a southwesterly to a northeasterly direction, as said highway is no located; EXCEPT a tract described as commencing at the southwest corner of said Section Nineteen (19), and running thence North along the Section line 491.5 feet to the center of the public highway, thence Northeasterly along the center of said public highway 644 feet, thence southwesterly 796 feet to a point on section line, 555 feet East of said Southwest corner, thence West 555 feet to the place of beginning, in Township Seventy Five (75) North, of Range Seven (7) West of the Fifth Principal Meridian, in Washington County, Iowa, more particularly described as follows:

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Said parcel contains 6,425 SQ.FT., 0.15 Acre, and is subject to easements and restrictions of record.

1 OF 1	ISSUED FOR	WETLAND DELINEATION EASEMENT EXHIBIT WASHINGTON COUNTY, IOWA			
		DATE	8-5-2014	SCALE	1"=50'
		DRAWN	cen	APPROVED	<i>[Signature]</i>
		REFERENCE DRAWING		FIELD BOOK	

**SHIVEHATTERY**  
ARCHITECTURE + ENGINEERING

Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>

## NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSAL TO DISPOSE OF AN INTEREST IN REAL PROPERTY IN AN APPROXIMATE 4.8 ACRE PARCEL LOCATED GENERALLY AT THE NORTHWEST CORNER OF WEST 5<sup>TH</sup> STREET AND NORTH AVENUE D.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of Washington in the Council Chambers, at 120 E. Main Street, at 6:00 o'clock P.M., on Tuesday, September 2<sup>nd</sup>, 2014. Said public hearing shall be to consider the intent and proposal of disposing of the City's interest in an approximate 4.8-acre parcel to the YMCA of Washington, Iowa, said property being generally described as follows:

The East 268.5 feet of Lot 3 of Northwest Washington, excepting therefrom the North 90 feet; and Lots 5, 6 and 7 of MM Young's Second Addition to Washington, Iowa. (the "Property").

BE FURTHER ADVISED that the City Council did by Resolution on August 19<sup>th</sup>, 2014, indicate an intent to dispose of said Property to the YMCA 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

Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, P.O. Box 5640, Coralville, Iowa 52241  
Return to: Washington City Clerk, 215 E. Washington Street, Washington, Iowa 52353

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

RESOLUTION APPROVING A PURCHASE AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION FOR AN APPROXIMATE 4.8 ACRE PARCEL GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST 5<sup>TH</sup> STREET AND NORTH AVENUE D.

WHEREAS, the City and the Young Men's Christian Association of Washington, Iowa ("YMCA") have heretofore negotiated a Real Estate Purchase Agreement (the "Agreement") whereby the YMCA will pay the City the sum of \$50,000.00 for an approximate 4.8-acre parcel owned by the City located generally at the northwest corner of the intersection of W. 5<sup>th</sup> Street and North Avenue D; and

WHEREAS, the City Council, via Resolution dated August 19, 2014, announced its intent to enter the Agreement with the YMCA and set a public hearing on said proposal for September 2, 2014 in strict compliance with Section 364.7 of the Code of Iowa; and

WHEREAS, the public hearing has been held in accordance with the published notice of the same and the City Council has considered the comments received at said public hearing; and

WHEREAS, it is now necessary for the City Council to formally approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Washington County, Iowa, that the aforementioned Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall record this Resolution; the public hearing notice and this Agreement in the Office of the Washington County Recorder.



Passed and approved this 2<sup>nd</sup> day of September, 2014.

---

Sandra Johnson, Mayor

ATTEST:

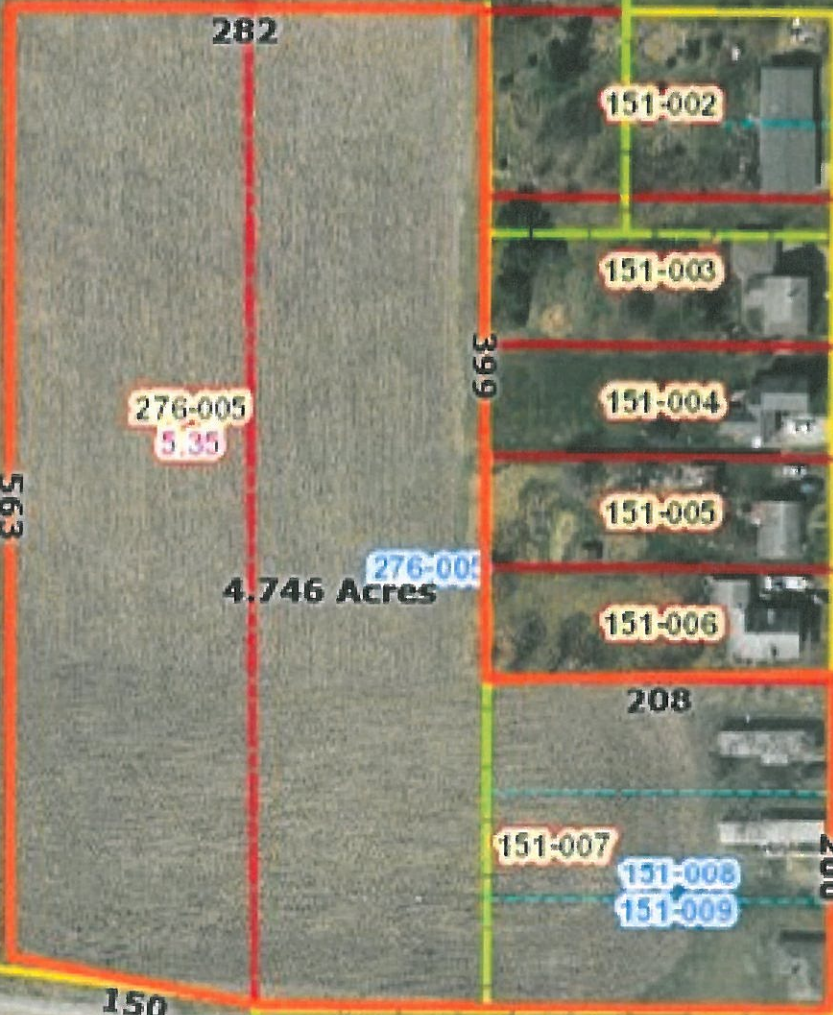
---

Illa Earnest, City Clerk

**City Sale of  
Land to YMCA:  
August 2014**

Future 7th Street

Future Avenue F / Access Rd to Water Tower



**MEAVE**

**VD AVE**

**YOUNG'S**

**YOUNG'S M.M.**

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 12 day of August, 2014, by and between the **City of Washington**, 215 E. Washington Street, Washington, Iowa 52353, (the "City"); and the **Young Men's Christian Association of Washington County, Iowa**, 121 E. Main Street, Washington, Iowa 52353, (the "YMCA").

WHEREAS, the City is the owner of property generally referred to as:

*The East 268.5 feet of Lot 3 of Northwest Washington, excepting therefrom the North 90 feet; and Lots 5, 6 and 7 of MM Young's Second Addition to Washington, Iowa.* (the "Property"). A general depiction of the location of the Property is attached hereto as Exhibit "A."

WHEREAS, the Property is approximately 4.8 acres in size and the exact legal descriptions will be taken from the abstract(s) of title; and

WHEREAS, the YMCA has agreed to purchase the Property from the City to construct a new YMCA Facility (the "Project") under the terms and conditions 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 \$50,000, payable as follows:

- a. YMCA shall pay to the City the sum of \$5,000 no later than December 31, 2014.
- b. The remaining \$45,000 shall be payable on the Possession Date.

2. **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 the YMCA on the date of possession the City's share of the pro-rate taxes that have accrued prior to the Possession Date.

3. **Possession Date and Closing.** The City shall keep possession of the Property during the pendency of this Agreement and continue to lease the Property for the growing of crops and receive all rental incomes. By executing this Agreement, the YMCA consents to the leasing of the Property by the City. The Possession Date and Closing will occur within five (5) business days after the issuance of a Building Permit for the construction of the Project on the Property. In no event shall the Possession Date occur prior to the harvesting on that year's crop on the Property.

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

5. **Condition of the Property.** YMCA expressly agrees that prior to the Closing, the YMCA shall have made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

6. **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 YMCA's attorney 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 YMCA.

7. **Survey.** If a survey is required or desired by the YMCA, the cost shall be borne by the YMCA.

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

9. **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.

10. **Environmental matters.** The YMCA expressly agrees that the YMCA is purchasing the Property “AS IS” and therefore, any environmental tests or reports which the YMCA desires shall be completed prior to the Closing and shall be at the cost of the YMCA. City agrees to allow access to the YMCA to conduct such tests as long as said tests do not interfere with the crops which may still be located on the Property.

11. **Termination of Agreement.** Both the YMCA and the City expressly agree that if the YMCA has not been issued a Building Permit for its new facility within ten (10) years of the date of this Agreement, or the YMCA informs the City that it has abandoned the Project, this Agreement shall become null and void and that the YMCA shall forfeit its \$5,000 earnest money payment to the City.

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

13. **Remedies of the Parties.**

- (a) If the YMCA 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, the YMCA shall have the right to have all payments returned to it.
- (c) YMCA and 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

YMCA of Washington County

121 E. 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 YMCA.

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 YMCA 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.

(The rest of this page left intentionally blank.)

YMCA SIGNATURE PAGE

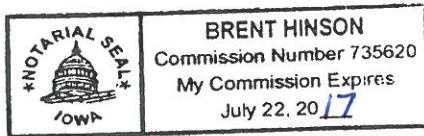
ACCEPTED AND AGREED:  
YMCA of Washington County, Iowa, Inc.

By: Becky Harkema  
Becky Harkema, Director

Dated: 8-12-14

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

On this 12th day of August, 2014, personally appeared Becky Harkema, who executed this document on behalf of the YMCA of Washington County, Inc.



[Signature]  
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



*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**

August 27, 2014

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: Redevelopment of 207-211 South Marion (Tienda La Cruz) Site

As a followup to previous Council direction, we have prepared the attached resolution and real estate purchase agreement with WEDG for sale of the Tienda La Cruz site. The actual purchase agreement is marked "Draft" due to the fact that the WEDG board will need to act on the agreement at its meeting on September 19.

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

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY, 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, that a public hearing on the City’s proposal to dispose of an interest in property to the WEDG shall be held at 6:00 o’clock p.m. on Tuesday, September 23, 2014, in the Nicola-Stoufer Meeting Room at the Washington Free Public Library at 115 W. Washington Street, Washington, Iowa. Further, the City Clerk is hereby directed to publish a public hearing notice in the form attached to this resolution not less than four days nor more than twenty days before said hearing.

Passed and approved this 2<sup>nd</sup> 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.

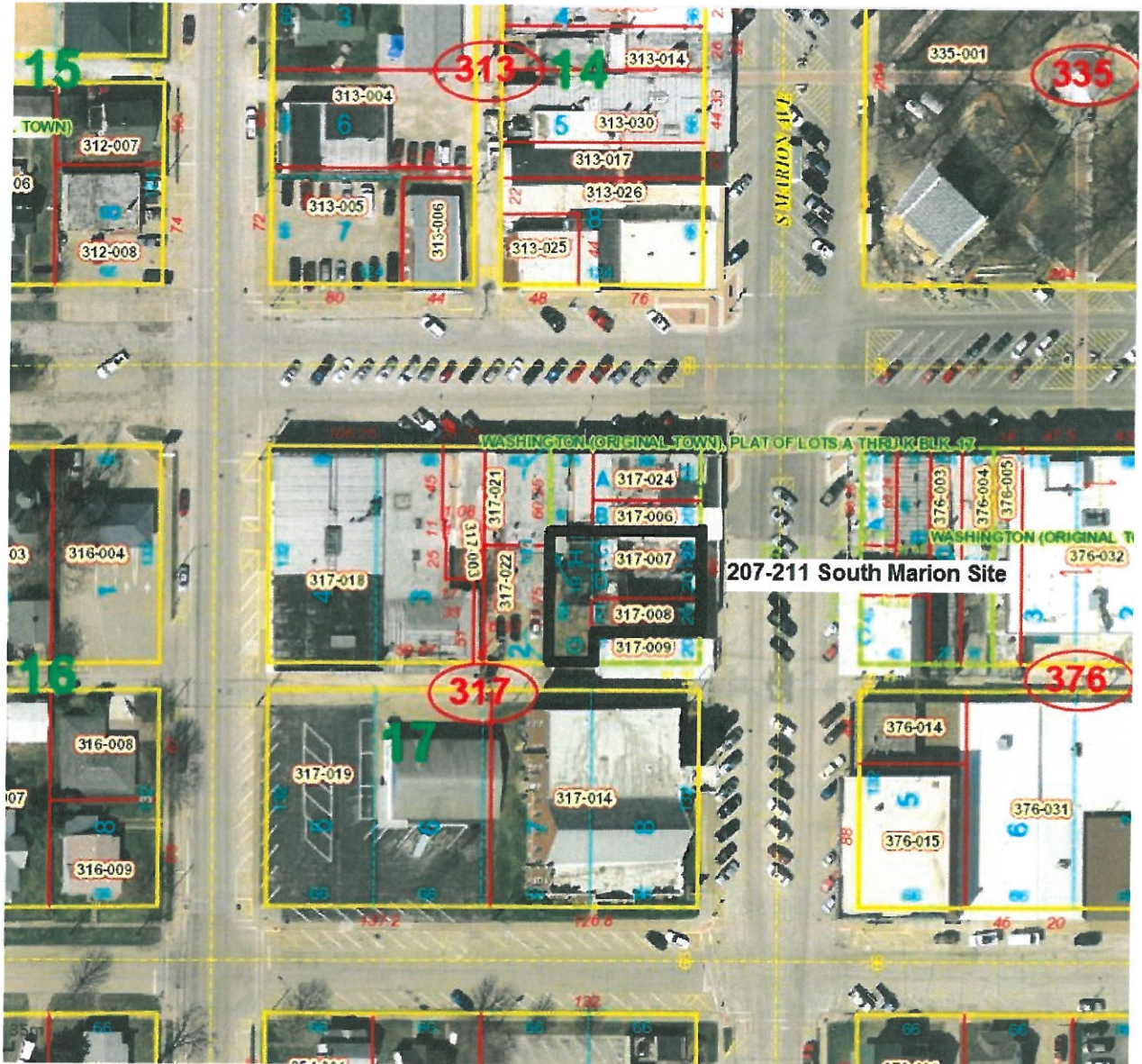
\_\_\_\_\_  
Notary Public





EXHIBIT "A"

DEPICTION OF LOCATION OF PROPERTY



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

**A RESOLUTION CREATING A FORMER LIBRARY  
RFP COMMITTEE AND CONFIRMING APPOINTMENTS**

WHEREAS, the City Council has determined that it is prudent to determine the marketability of the former public library, located at 120 East Main Street, prior to proceeding with constructing improvements to City Hall, Police, and Fire facilities; and

WHEREAS, the City Council has overseen the development of a draft Request for Proposals (RFP) to this end; and

WHEREAS, the Council wishes to gain assistance from the banking/business community in evaluating proposals received:

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

Section 1. The City Council approves the creation of a Former Library RFP Committee to assist in oversight and structuring of the Request for Proposals (RFP) for Property Redevelopment and the resulting process of evaluating proposals received.

Section 2. The City Council hereby approves the draft RFP attached as Exhibit 1 to this resolution and authorizes its issuance, pending the finalization by the Committee of the items listed in Section 3.

Section 3. The Committee is hereby empowered to finalize the scoring system for proposals, to make the determination of all applicable timeframes listed in the RFP, to develop a plan for the distribution of the RFP to potential interested buyers and the general public, and to evaluate proposals received and make related recommendations to the City Council.

Section 4. The City Council accepts the Mayor's appointments of Bob Shepherd (Council representative), Jaron Rosien (Council representative), Charla Howard (Real Estate community representative), Dale Torpey (Banking community representative), and Sandra Johnson to the Committee.

PASSED AND APPROVED this 2<sup>nd</sup> day of September, 2014.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

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

**DRAFT**

*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*

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**CITY OF WASHINGTON  
REQUEST FOR PROPOSALS FOR PROPERTY REDEVELOPMENT  
120 EAST MAIN STREET, FORMER PUBLIC LIBRARY**

\_\_\_\_\_, 2014

Request for Proposals

The City of Washington (“the City”) owns a site at 120 East Main Street in Washington, which was formerly used as a public library. The brick structure is approximately 9,600 square feet on two floors, and includes a working elevator. The original building was constructed in 1952, with renovations/additions in 1971 and 1991. The City plans to sell the property to a developer, other commercial interest, or governmental entity (“the Developer”) for redevelopment based on the strength of proposals received, as more fully described below. The selected Developer must demonstrate the technical experience, financial strength, and proven ability to effectively redevelop the property within the parameters established herein. The central point of contact for this Request for Proposals (RFP) process is the City Administrator. Based on the relative strength of proposals received, a recommendation will be made to the Washington City Council as the seller of the property. Any award of bid will be contingent on the execution of a development agreement between the Developer and the City laying out the terms of the transaction and redevelopment.

All qualified Developers are invited to submit proposals; however all Developers must meet with the City Administrator in person to review this RFP prior to submission no later than \_\_\_\_\_. Proposals are expected to be reviewed at the City Council meeting on \_\_\_\_\_.

General Conditions

This RFP does not obligate the City to sell the property. The City reserves the right to accept or reject any or all proposals submitted. The City will pay no costs associated with the preparation, submission, or presentation of this RFP. All information, documentation, or materials submitted in response to this RFP will become property of the City.

## Project Summary

The Washington Free Public Library occupied the site from 1901 to 2009. The original library was a donated private home, which was removed for the construction of the current building in 1952. Building projects in 1971 and 1991 modernized and improved the building; however, by the mid-2000's, it was determined that additional space would be needed, and the library was "built out" on the 120 East Main site. Following a public campaign, including approval of a bond referendum and considerable private fundraising, a new facility was constructed at 115 West Washington Street. Since that time, the former public library building has been utilized as a City Council chambers, and the 2<sup>nd</sup> floor has been leased to Washington County Public Health for their programming. The current lessee is developing their own facility plans, and for the near future plan to relocate all of their operations to the Federation Bank building, so no issues with the lease are expected in the transfer of the property.

The City commissioned a limited structural analysis of the building in 2010, and the facility was included in a Municipal Building Study in 2013-2014 looking at space needs for City Hall, Police, and Fire operations. Copies of both reports are available upon request, or on the City's website at [www.washingtoniowa.net](http://www.washingtoniowa.net). Developers are encouraged to review this carefully and structure their proposals with this information in mind.

The intent of this Request for Proposals is to identify the Developer with a desire to invest in downtown Washington, and to return the building to an application that would represent the highest and best use of a well-situated building in the revitalized and growing downtown core of Washington.

The following are several key considerations for firms to consider as you prepare the RFP:

- The building is approximately 9,600 square feet and is located on a 66' x 132' downtown lot in a high-traffic location.
- The property is currently zoned B-1 Retail Commercial, which is appropriate for a wide variety of commercial uses, including upper-story residential development.
- There are no known environmental issues.
- The entire property has been exempt from property taxation per Iowa Code. The Developer's estimate of both the assessed and taxable value of the property at build out should be included in your proposal (if applicable).
- The City has adopted a historic building code designed to provide flexibility in the redevelopment of historical properties, particularly in the downtown core. Under this code, it is possible that alternate safety measures may offset the need to provide sprinklers for fire suppression in the case of a major building renovation.
- Please discuss how your proposal has been influenced by information you have regarding the concerns of neighbors, concerns of business and industry, input from realtors, input from builders, information from prospective buyers, knowledge of infrastructure in the area, and how your proposal fits within the Washington community.

- The project is located in an Urban Renewal Area under the slum and blight designation. The redevelopment of the property would need to be added specifically to the Urban Renewal Plan.
- Please discuss how you might utilize local businesses in the redevelopment of the property and construction of buildings.

**DRAFT**

### Project Parameters

In an attempt to guide Developers in the creation of their proposal and develop a project that is beneficial to the community while taking into account the interests of the many stakeholders, we offer the following parameters to guide this redevelopment and all of these should be addressed in proposals. It should be noted that the City of Washington City Council reserves the sole right to adjust these parameters at their discretion if it is determined to be in the best interest of the City of Washington or if warranted by market conditions both during this RFP process, during the due diligence phase, and after the property is sold. Also, once a Developer is selected the City Council reserves the right to negotiate with the Developer and make adjustments as determined to be in the best interest of the community, this project and/or our redevelopment partners.

- Only uses permitted with the B-1 Retail Business zoning district will be allowed.
- All proposals should include a plan to have the entire project proposed completed within five years or no later than January 1, 2020.
- Developers must demonstrate their experience and capacity to take on the project, and to make the necessary improvements to renew the property's status as an important contributor to Washington's downtown vitality.
- Energy conservation and other sustainability provisions are encouraged.
- The City of Washington will consider offering development incentives such as tax abatement or tax-increment financing for taxable projects. Any such incentives will only be offered in the scope of a comprehensive development agreement.
- All Developers are invited to arrange a site visit and building tour, which may be coordinated through the City Administrator or City Clerk.

### Proposal Requirements

As indicated, Developer qualifications to implement a project of this scope and design will be determined by a comparative evaluation of the 'Selection Criteria' detailed later in this RFP as Attachment A. All additional related information pertaining to the Developer's qualifications will be evaluated and may affect the Developer's score.

The following is the information to be included:

1. Developer name, address and brief history.
2. Services to be provided by your firm.
3. Services to be provided by outside consultants.
4. Past projects of relevant nature or scope.
5. Qualifications of key personnel likely to be assigned to this project. Firms are encouraged to have the primary staff person to be assigned to this project present at the presentation.

6. An explanation of how the proposed project would meet community needs and serve as a “highest and best use” of the property.
7. Purchase price offered.

**DRAFT**

All questions and contacts regarding this RFP shall be directed to:

Brent Hinson  
Washington City Administrator  
215 East Washington Street  
Washington, Iowa 52353  
319-653-6584  
319-653-5273 fax  
[bhinson@washingtioniowa.net](mailto:bhinson@washingtioniowa.net)

### SELECTION PROCESS

A committee established by the Washington City Council will review proposals and may interview Developers if deemed necessary. The committee will use the attached evaluation criteria to rank Developers and make a recommendation to the Washington City Council.

### PROPOSAL PRESENTATIONS, DEADLINES, AND FORMAT

The deadline for submission of proposals shall be \_\_\_\_\_ in the office of the City Administrator. Presentations to the Washington City Council will be conducted on \_\_\_\_\_ or at the convenience of the Washington City Council.

The City requests that firm’s submit ten (10) copies of their proposal. Please provide one electronic copy of your proposal via email to the City Administrator. There must be at least one letter on official letterhead signed by a principal empowered to contractually obligate the submitting firm accompanying the proposals.

### NON-DISCRIMINATION

No person or firm will be excluded from participation in this project on the grounds of any legally protected status.

**CITY OF WASHINGTON  
120 EAST MAIN REDEVELOPMENT PROPOSALS  
ATTACHMENT A  
EVALUATION FORM**

Name of Firm: \_\_\_\_\_

**1. Firm’s experience, expertise, and qualifications.** Your firm’s experience with similar projects and the qualifications of key personnel assigned to this project. Experience redeveloping similar properties.

Maximum 20 points = \_\_\_\_\_

**2. Firm’s capacity and resources.** Evidence of your firm’s ability to complete projects of this scope and design in a timely manner successfully.

Maximum 20 points = \_\_\_\_\_

**3. Project overview/fulfillment of community needs.** Explain your understanding of the City’s objectives for this project. Please describe your understanding of the community’s needs, the unique aspects of redeveloping this property, and the approach your company will take to design a project to the objectives.

Maximum 30 points = \_\_\_\_\_

**4. References.** Please provide five letters of recommendation from persons or firms for which you have performed development work. City staff will conduct additional reference checks also. At least one reference from a local government official preferred. In the case of a governmental entity submitting a proposal, a resolution of support from the governing body may substitute for submittal of references.

Maximum 10 points = \_\_\_\_\_

**5. Purchase price offered.**

Maximum 10 points = \_\_\_\_\_

**6. Quality and thoroughness of proposal.**

Maximum 10 points = \_\_\_\_\_

**TOTAL POINTS:** \_\_\_\_\_

**NOTES:** \_\_\_\_\_



*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**

August 28, 2014

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: Rental Inspections & Property Maintenance Code

As directed at this past Tuesday's workshop, I have prepared Chapter 157 (Property Maintenance Code) for approval on 1<sup>st</sup> reading and updated Chapter 147 (Rental Inspections) for further discussion.

You have the following documents in your packets:

- 1) Research on rental inspections in other cities, including fees, which I had provided to you back in October, but which I have now updated. I also included a column for easy comparison of costs based on the annual inspection/registration fees for a 4-plex. (2 pages)
- 2) Brief summary of citizen questions not previously answered and additional points for Council decision. (1 page)
- 3) Chapter 157, Property Maintenance Code, formatted for discussion & consideration. (10 pages)
- 4) Marked-up version of Chapter 157 showing the changes contemplated from the committee's recommendation. (11 pages)
- 5) Marked-up version of Chapter 147 showing the changes contemplated from the committee's recommendation. (9 pages)

As the discussion relates to fees, there is an extremely broad range. Creston does not charge fees for registration or inspection, whereas the owner of a 4-plex apartment property in Columbus Junction pays \$105 annually, and Muscatine charges \$240. It seems like a reasonable range for what we are contemplating would be \$50 to \$100 per year for such a property owner, but as I have stated on several previous occasions, I believe the final determination of fees needs to be based on an analysis of anticipated program costs.

**City of Washington Rental Inspections Research, October 2013 (Updated 8/28/14)**

<u>City</u>	<u>Basis of Code</u>	<u>Frequency of Inspections</u>	<u>Registration Fee</u>	<u>Fee for Typical 4-Plex</u>	<u>Board Handling Appeals</u>	<u>Tenant Responsibilities Listed?</u>
Burlington	Stand-Alone	Every 3 yrs for 3+ units; Every 5 for single or duplex	\$100/yr per structure plus \$25 per unit	\$175/yr	5-member citizen Housing Appeals Board	Yes
Columbus Junction	Stand-Alone (Similar to Burlington)	Every 3 years	\$30/yr per structure plus \$25 per unit	\$105/yr	3-member citizen Housing Appeals Board	Yes
Coralville	Uniform Housing Code	Every 2 years	\$50/unit/yr if separate tax parcels; For single tax parcel, \$51/yr duplex, \$67/yr 4-plex, \$99/yr 8-plex, \$131/yr 12-plex; Commercial bldgs \$35/yr plus \$8/unit/yr	\$99/yr	City Council	Yes
Creston	Similar language to Denison, except standards modeled on Int'l Property Maintenance Code (IPMC)	Every 3 Years; also require self-inspection every 3 years	No fee	\$0	City Administrator; then Council	No
Denison	Limited Stand-Alone; Add'l policies at discretion of City Manager	Every 3 Years; also require annual self-inspection	\$5/unit per building per year, minimum \$20	\$20/yr	Board of Adjustment	No
Estherville	Stand-alone, with some elements of the IPMC	Self-inspection by landlord and tenant every 3 years or on change of occupancy; Currently considering changes including City inspections due	No fee	\$0	None; do not do physical inspections	No

**City of Washington Rental Inspections Research, October 2013 (Updated 8/28/14)**

<u>City</u>	<u>Basis of Code</u>	<u>Frequency of Inspections</u>	<u>Registration Fee</u>	<u>Fee for Typical 4-Plex</u>	<u>Board Handling Appeals</u>	<u>Tenant Responsibilities Listed?</u>
Fairfield	IPMC edited and applied only to rental properties	to lack of compliance Once every 4 years	\$40 base, \$10 each additional unit; \$15 Section 8 inspection filing fee	\$70/yr	Board of Adjustment	Yes
Fort Madison	Stand-Alone	Require self-certification annually or upon change in occupancy; City inspects every 3 years	\$25 base, \$5 each additional unit	\$40/yr	Construction Board of Appeals (combo of former plumbing, mechanical, electrical boards)	Yes
Hampton	Adopted full IPMC; Inspection policy set by resolution	Once every 5 years	\$20/yr per structure, plus \$3 for each additional unit; \$75 additional per structure for inspection, plus \$15 each additional unit	\$29/yr; \$120 add'l fee when inspected	3-member board of appeals as per IPMC	No
Muscatine	HUD Housing Quality Standards	Every 3 years for units older than 5 years	1-4 units: \$60/unit 5 or more units: \$45/unit	\$240/yr	Housing Advisory & Appeals Board, made up of five citizens	No
Ottumwa	HUD Housing Quality Standards	Every 3 years	\$25/yr per unit	\$100/yr	Inspection Board of Review, made up of five citizens	No
Sigourney	HUD Housing Quality Standards	On change of occupancy	\$24/yr per building; \$50 per unit inspection fee	\$24/yr plus \$50 every time inspected	3-member board of appeals as per IPMC	No
Storm Lake	Uniform Housing Code	Every 3 years	\$15 base, \$7 per additional unit; \$10 base, \$5 add'l unit if owner participates in annual training program	\$36/yr base or \$25/yr if attend program	City Council	No

*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*

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### Rental Inspections: Responses to Public Inquiries

**Q:** 147.11- How do we keep tenants from making repeated frivolous complaints?

**A:** The standard for an occupant to file a complaint with the City is fairly high. They have to provide proof that they provided the operator a notice of the problem by certified mail or delivery notification and given the operator an appropriate amount of time to resolve the complaint.

**Q:** How will bed & breakfasts be treated under the proposed code?

**A:** The State of Iowa splits the classification between “bed and breakfast inns” and “bed and breakfast homes”. The former is treated like a hotel and inspected by the State of Iowa, and would be exempt from our inspections. The latter is a private home where the host resides, and is not subject to the State’s inspections. Bed & breakfast homes would need to be inspected by the City under the proposed code. To clarify this point, and also specifically list an exemption for other State-inspected properties such as nursing homes and assisted living facilities, we have added a new 147.08(4) to the draft rental code.

**Q:** 147.12- Shouldn’t the owner be the only one who can grant right to entry?

**A:** The proposed code requires the code official to make a reasonable effort to locate the owner or property manager prior to entry. This topic was thoroughly discussed by the committee and the proposed code was amended to the benefit of the property owner. It may not be possible in all cases to have the owner or owner’s representative present when the code official needs to gain entry, so it is not recommended that this section be changed from the current wording.

### Additional Points for Council Decision:

- Hard-wired smoke detectors required? [157.12]
- Carbon monoxide detectors required? If so, are locations specified? [157.13]

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF  
WASHINGTON, IOWA, BY ADDING A NEW CHAPTER 157,  
PROPERTY MAINTENANCE CODE**

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

**SECTION 1.**

**157.01 PROPERTY MAINTENANCE STANDARDS ENUMERATED.** These minimum conditions and responsibilities of persons for maintenance of structures, equipment and exterior property shall govern.

1. Responsibility. Owners shall be responsible to maintain structures and exterior property in compliance with these requirements while the occupants shall be responsible for keeping in a clean, sanitary and safe condition which they occupy and control.
2. Vacant Structures and Land. Shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to constitute a violation of any other applicable chapter of the Washington Code of Ordinances, adversely affecting the public health or safety.

**157.02 DEFINITIONS.**

1. "Habitable Space" means space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.
2. "Stagnant Water" means ponding of standing water for unusual amounts of time, with no current or flow for drainage purposes, often with an unpleasant smell or harboring of mosquitoes as a result.

**157.03. EXTERIOR PROPERTY AREAS.**

1. Grading and Drainage. Exterior areas must be maintained to prevent erosion and accumulation of stagnant water.
2. Rodent Infestation. Proper precautions must be taken to prevent or eliminate rodent infestation.
3. Exhaust Vents. Vents shall not be discharged directly upon abutting public or private property.
4. Accessory Structures. Must be maintained, structurally sound and in good repair.

**157.04 EXTERIOR STRUCTURES.**

1. General. The exterior structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

2. Premises Identification. To have placed on the buildings address numbers that are plainly legible from the street, in compliance with Chapter 150 of this Code of Ordinances.

3. Structural Members. Shall be maintained free from deterioration and capable of safely supporting the imposed loads.

4. Exterior Walls. Shall be free from holes, breaks and loose or rotting materials, and otherwise properly maintained. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches and similar appurtenances shall be reasonably protected from the elements and against decay by non lead-based paint or other approved protective coating.

Exception: Where it can be demonstrated that the exterior wood surface is comprised of a type or species of wood or has been treated in such a way as to cause it to be especially resistant to decay or infestation, the wood surface in question, if approved by the inspector, shall be exempt from the requirements listed in this subsection.

5. Roofs and Drainage. Shall not have defects that admit rain with drainage to prevent leaking into structure or deterioration. Drains, gutters and downspouts, where present, must be maintained and not discharged in a manner to create a nuisance.

6. Decorative Features. Shall be maintained in good repair with proper anchorage and in a safe condition.

7. Overhang Extensions. All overhang extensions including but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

8. Stairways, Decks, Porches and Balconies. Shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting imposed loads.

9. Chimneys and Towers. Shall be maintained structurally safe and sound and in good repair with exposed surfaces protected from the elements and against decay or rust.

10. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.

11. Windows, Skylights and Door Frames. Shall be kept in sound condition, good repair and weather-tight, easily openable if required for emergency egress, and capable of being held in position by window hardware.

12. Insect Screens. From April 1st to October 31st, outside openings required for ventilation shall be supplied with tightly fitting screens. Every storm door shall have a self-

closing device in good working condition. Screens shall not be required where other approved means such as air curtains or insect repellent fans are employed.

13. Doors. Shall be maintained in good condition with locks at unit's entrances being tightly secured. Doors that are equipped with a deadbolt shall be operated from the inside only by the turning of a knob and shall have a lock-throw of not less than one (1) inch. A sliding bolt shall not be acceptable, and the lock shall be operable without the use of a key, tool, special knowledge or effort.

14. Basement Hatchways. Shall be maintained to prevent the entrance of rodents, rain and surface drainage water. If the hatchway provides access to a unit, it shall be equipped with devices that secure the unit(s) from unauthorized entry.

15. Building Security. Doors, windows or hatchways for units shall be provided with devices designed to provide security for the occupants and property within.

16. Windows. A unit's operable windows located in whole or part within six (6) feet of ground level shall be equipped with sash-locking devices.

17. Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered or filled in such a way as not to create a hazard to life or limb.

#### **157.05 INTERIOR STRUCTURES AND PROPERTY AREAS.**

1. General. Shall be maintained in good repair, structurally sound and in a clean, sanitary condition. Occupants shall keep that part of the structure which they occupy in a clean and sanitary condition. The owner of multi-family unit(s) shall maintain the shared or public areas of the structure(s) and exterior in a clean and sanitary condition. No owner shall permit occupancy of a vacant dwelling unit or rooming unit unless it is clean, sanitary and fit for human occupancy.

2. Structural Members. Shall be maintained structurally sound and capable of supporting the imposed loads.

3. Stairs and Walking Surfaces. Shall be maintained in sound condition and good repair

4. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.

5. Interior Surfaces. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained in a clean and sanitary condition.

#### **157.06 HANDRAILS AND GUARDRAILS.**

1. General. Every exterior and interior flight of stairs having more than four (4) risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than thirty (30) inches above the floor or grade below shall have guards. Handrails shall not be less

than thirty (30) inches high or more than forty-two (42) inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surface. Guards shall not be less than thirty (30) inches high above the floor of the landing, balcony, porch, deck, ramp or other walking surface.

#### **157.07 ACCUMULATION OF RUBBISH, GARBAGE AND YARD WASTE.**

1. Accumulation. All exterior property and premises, in compliance with Chapter 105 of the Washington Code of Ordinances, and the interior of every structure shall be free from any accumulation of rubbish or garbage. Exterior property and premises shall additionally be free from any accumulation of yard waste in compliance with Chapter 105.
2. Disposal of Rubbish and Garbage. Rubbish and garbage shall not be stored outside for more than forty-eight (48) hours except in a covered, leak-proof container.

#### **157.08 EXTERMINATION**

1. Infestation. Structures shall be kept free from insect and rodent infestation.
2. The owner shall be responsible for extermination prior to renting or leasing and in the public or shared areas of the structure.
3. Occupants shall be responsible for extermination during their occupancy of said dwelling structure or unit.

#### **157.09 LIGHT AND VENTILATION REQUIREMENTS**

1. General. These provisions shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.
2. Responsibility. Owner shall provide and maintain light, ventilation and space conditions in compliance with these requirements and no person shall occupy any premises that do not comply with this code.
3. Light.
  - A. Habitable Spaces with exterior-facing walls shall have at least one (1) window of approved size facing directly to the outdoors or to a court with a minimum glazed area of five percent (5%) of the floor area.
  - B. Common Halls and Stairways. Multi-family occupancies shall be lighted at all times with at least a sixty (60) watt incandescent bulb or equivalent energy saving bulb, for each two hundred (200) square feet of floor area with a spacing not greater than thirty (30) feet.



C. Other Spaces. Shall be provided with natural or artificial light sufficient to the maintenance of sanitary conditions and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

D. Alternative Devices. In lieu of the means for natural light prescribed, artificial light complying with the applicable International Building Code guidelines is permitted.

4. Ventilation.

A. Habitable Spaces with exterior-facing walls shall have at least one (1) openable window equal to fifty percent (50%) of the minimum required glazed area.

B. Bathrooms and Toilet Rooms. Shall comply with ventilation requirements for a habitable space, except that a window shall not be required in such spaces equipped with a mechanical ventilation system discharged to the outdoors or to a properly vented attic.

C. Clothes Dryer Exhaust. Shall be independent of all other systems by exhausting in accordance with manufacturer's instructions.

D. Alternative Devices. In lieu of the means for ventilation prescribed, artificial mechanical ventilation complying with the applicable International Mechanical Code guidelines is permitted.

#### **157.10 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS**

1. General. This section shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

2. Responsibility. The owner shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements.

3. Required Facilities.

A. Dwelling Units. Shall contain its own tub or shower, lavatory, toilet and kitchen sink, which shall be maintained in a sanitary and safe working condition. The lavatory shall be placed in the same room as the toilet or in close proximity. A kitchen sink shall not be used as a substitute for the required lavatory.

B. Rooming Houses. At least one (1) toilet, lavatory and tub or shower shall be supplied for each four (4) rooming units.

C. Hotels. Where private toilets, lavatories and baths are not provided, then one (1) toilet, lavatory and tub or shower having access from a public hallway shall be provided for each ten (10) occupants.

4. Toilet Rooms.

A. Privacy. Bathrooms shall provide privacy and shall not constitute the only passage to a hall or other space or exterior. A door and interior locking device shall be provided for all common or shared bathrooms in a multiple dwelling.

B. Location. Bathrooms serving hotel units, rooming units or dorm units shall have access by transversing not more than one (1) flight of stairs and shall have access from a common hall or passageway.

5. Plumbing Systems and Fixtures.

A. General. All plumbing fixtures shall be properly installed and maintained in working order, kept free from obstructions, leaks, defects and capable of performing its function.

B. Fixture Clearances. Plumbing fixtures shall have adequate clearance for usage and cleaning.

C. Plumbing System Hazards. If a hazard is found, the Code Official shall require the defects to be corrected to eliminate the hazard promptly.

6. Water System.

A. General. Every fixture shall be properly connected to an approved water system and shall be supplied with hot or tempered and cold running water as per the Plumbing Code.

B. Contamination. The water supply shall be maintained free from contamination and all water outlets for plumbing fixtures shall be located above the flood-level rim of the fixture.

C. Supply. Shall be installed and maintained to provide a supply of water to fixtures in sufficient volume and pressures adequate to enable the fixtures to function properly, safely and free from defects and leaks.

D. Water Heating Facilities. Shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required fixture at a temperature of not less than one hundred ten degrees (110°) Fahrenheit. A gas-burning water heater shall not be located in any bathroom, bedroom or other occupied room normally kept closed unless the plumbing code requirements are met. An approved combination temperature and pressure-relief valve discharge pipe shall be properly installed and maintained on water heaters.

7. Sanitary Drainage System.

A. General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

B. Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

### **157.11 MECHANICAL AND ELECTRICAL REQUIREMENTS**

1. General. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

2. Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements.

3. Heating Facilities.

A. Facilities Required. Heating facilities shall be provided in structures as required by this section.

B. Heat Supply. Dwellings shall be provided with heating facilities in good working order and capable of maintaining a room temperature of sixty-five degrees (65°) Fahrenheit in all habitable rooms and bathrooms. Cooking appliances or portable heating units shall not be used to provide space heating to meet the requirement.

C. Room Temperature Measurement. Shall be measured three (3) feet above the floor near the center of the room and two (2) feet inward from the center of each exterior wall.

4. Mechanical Equipment.

A. Mechanical Appliances. Shall be properly installed and maintained in a safe working condition.

B. Removal of Combustion Products. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent (exception for labeled and unvented).

C. Clearances. All required clearances to combustible materials shall be maintained.

D. Safety Controls. Shall be maintained in effective operation.

E. Combustion. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided.

F. Energy Conservation Devices. Shall not be installed unless labeled for such purpose and the installation is specifically approved.

G. Duct Systems. Shall be maintained free of obstructions and shall be capable of performing the required function.

5. Electrical Facilities.

A. Facilities Required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section.

B. Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the Electrical Code. Dwellings shall be served by a three-wire (3), 120/240 volt, single-phased electrical service having a rating of not less than one hundred (100) amps.

C. Electrical System Hazards. Where a hazard is found to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected immediately to eliminate the hazard.

6. Electrical Equipment.

A. Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

B. Receptacles. Every habitable space in a dwelling unit shall contain at least one (1) separate and remote receptacle outlet. Every laundry area shall contain at least one (1) grounded-type receptacle or a receptacle with a ground-fault circuit interrupter. Every bathroom shall contain at least one (1) receptacle. Any new bathroom outlet shall have ground-fault circuit interrupter protection.

7. Elevators, Escalators and Dumbwaiters.

A. General. Shall be maintained to sustain all imposed loads, to operate properly and to be free from physical and fire hazards with current certificate of inspection displayed and available for public inspection.

B. Elevators. In buildings equipped with more than one (1) passenger elevator, at least one (1) elevator shall be maintained in operation at all times when the building is occupied.

## **157.12 FIRE SAFETY REQUIREMENTS.**

1. General. The provisions of this chapter shall govern the MINIMUM conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided. The State Fire Marshal may impose additional provisions.

2. Responsibility. The owner shall provide and maintain such fire safety facilities and equipment in compliance with these requirements.
3. Means of Egress.
  - A. General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way.
  - B. Aisles and Corridors. Aisles and corridors shall be unobstructed.
  - C. Locked Doors. All means of egress doors shall be readily openable from the side from which egress is to be made without need for keys, special knowledge or effort.
  - D. Emergency Escape Openings. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grills, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the Building Code and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than which is required for normal operation of the escape and rescue opening.
4. Fire-Resistance Ratings.
  - A. Fire-Resistance-Rated Assemblies. The fire resistance rating of the walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
  - B. Opening Protection. Required opening protectives shall be maintained in an operative condition. All fire and smoke-stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.
5. Fire Protection Systems.
  - A. General. Existing residential rental units not already provided with single-station smoke alarms shall be provided with approved single-station dual-sensor smoke alarms.
  - B. Smoke Alarms. Approved single- or multi-station smoke alarms shall be installed and maintained in existing single- and multi-family dwelling units, duplexes, congregate residences and hotel/lodging house guest rooms regardless of occupant load in each sleeping room and immediately outside of sleeping areas and on each story including the basement.
  - C. Fire Extinguishers. Multi-family dwellings shall have a 2A10BC-rated fire extinguisher located within seventy-five (75) feet of each dwelling unit's main entrance, with a minimum of one (1) per floor. Extinguishers shall be checked and tagged by a qualified service person annually.

**157.13 CARBON MONOXIDE DETECTORS REQUIRED.**

1. General. Approved carbon monoxide detectors are required to be installed and maintained in each dwelling unit. Dwelling units with no potential source of carbon monoxide are exempted from this requirement.
2. Responsibility. The owner shall provide and maintain such detectors and equipment in compliance with these requirements.

**157.14 NOTICE TO ABATE.** Upon discovery of violations of this Chapter, the City may within seven (7) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be judged 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 4. WHEN EFFECTIVE.** This ordinance shall be in effect after final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Sandra Johnson, 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

CHAPTER 157

PROPERTY MAINTENANCE CODE

157.01 Property Maintenance Standards Enumerated	157.08 Extermination
157.02 Definitions	157.09 Light <del>and</del> , Ventilation <u>Requirements and</u> <del>Occupancy Limitations</del>
157.03 Exterior Property Areas	157.10 Plumbing Facilities and Fixture Requirements
157.04 Exterior Structures	157.11 Mechanical and Electrical Requirements
157.05 Interior Structures and Property Areas	157.12 Fire Safety Requirements
157.06 Handrails and Guardrails	157.13 Carbon Monoxide Detectors Required
157.07 Accumulation of Rubbish, Garbage and Yard Waste	157.14 Notice to Abate

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1. Responsibility. Owners shall be responsible to maintain structures and exterior property in compliance with these requirements while the occupants ~~are to~~shall be responsible for keeping in a clean, sanitary and safe condition which they occupy and control.
2. Vacant Structures and Land. Shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to constitute a violation of any other applicable chapter of the Washington Code of Ordinances, adversely affecting the public health or safety.

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1. "Habitable Space" means space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.
2. "Stagnant Water" means ponding of standing water for unusual amounts of time, with no current or flow for drainage purposes, often with an unpleasant smell or harboring of mosquitoes as a result.

**157.03. EXTERIOR PROPERTY AREAS.**

1. Grading and Drainage. Exterior areas must be maintained to prevent erosion and accumulation of stagnant water.
2. Rodent Infestation. Proper precautions must be taken to prevent or eliminate rodent infestation.
3. Exhaust Vents. Vents shall not be discharged directly upon abutting ~~adjacent~~ public or private property.
4. Accessory Structures. Must be maintained, structurally sound and in good repair.

**157.04 EXTERIOR STRUCTURES.**

## COUNCIL EDITS/CORRECTIONS FROM COMMITTEE DRAFT- 8/28/14

1. General. The exterior structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
2. Premises Identification. To have placed on the buildings address numbers that are plainly legible from the street, in compliance with Chapter 150 of this Code of Ordinances.
3. Structural Members. Shall be maintained free from deterioration and capable of safely supporting the imposed loads.
4. Exterior Walls. Shall be free from holes, breaks and loose or rotting materials, and otherwise properly maintained. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches and similar appurtenances shall be reasonably protected from the elements and against decay by non lead-based paint or other approved protective coating.

Exception: Where it can be demonstrated that the exterior wood surface is comprised of a type or species of wood or has been treated in such a way as to cause it to be especially resistant to decay or infestation, the wood surface in question, if approved by the inspector, shall be exempt from the requirements listed in this subsection.

5. Roofs and Drainage. Shall not have defects that admit rain with drainage to prevent leaking into structure or deterioration. Drains, gutters and downspouts, where present, must be maintained and not discharged in a manner to create a nuisance.
6. Decorative Features. Shall be maintained in good repair with proper anchorage and in a safe condition.
7. Overhang Extensions. All overhang extensions including but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
8. Stairways, Decks, Porches and Balconies. Shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting imposed loads.
9. Chimneys and Towers. Shall be maintained structurally safe and sound and in good repair with exposed surfaces protected from the elements and against decay or rust.
10. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.
11. Windows, Skylights and Door Frames. Shall be kept in sound condition, good repair and weather-tight, easily openable if required for emergency egress, and capable of being held in position by window hardware.
12. Insect Screens. From April 1st to October 31st, outside openings required for ventilation shall be supplied with tightly fitting screens. Every storm door shall have a self-closing device in good working condition. Screens shall not be required where other approved means such as air curtains or insect repellent fans are employed.
13. Doors. Shall be maintained in good condition with locks at unit's entrances being tightly secured. Doors that are equipped with a deadbolt shall be operated from the inside only by the turning of a knob and shall have a lock-throw of not less than one (1) inch. A sliding bolt



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shall not be acceptable, and the lock shall be operable without the use of a key, tool, special knowledge or effort.

14. Basement Hatchways. Shall be maintained to prevent the entrance of rodents, rain and surface drainage water. If the hatchway provides access to a unit, it shall be equipped with devices that secure the unit(s) from unauthorized entry.

15. Building Security. Doors, windows or hatchways for units shall be provided with devices designed to provide security for the occupants and property within.

16. Windows. A unit's operable windows located in whole or part within six (6) feet of ground level shall be equipped with sash-locking devices.

17. Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered or filled in such a way as not to create a hazard to life or limb.

### **157.05 INTERIOR STRUCTURES AND PROPERTY AREAS.**

1. General. Shall be maintained in good repair, structurally sound and in a clean, sanitary condition. Occupants shall keep that part of the structure which they occupy in a clean and sanitary condition. The owner of multi-family unit(s) shall maintain the shared or public areas of the structure(s) and exterior in a clean and sanitary condition. No owner shall permit occupancy of a vacant dwelling unit or rooming unit unless it is clean, sanitary and fit for human occupancy.

2. Structural Members. Shall be maintained structurally sound and capable of supporting the imposed loads.

3. Stairs and Walking Surfaces. Shall be maintained in sound condition and good repair

4. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.

5. Interior Surfaces. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained in a clean and sanitary condition.

### **157.06 HANDRAILS AND GUARDRAILS.**

1. General. Every exterior and interior flight of stairs having more than four (4) risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than thirty (30) inches above the floor or grade below shall have guards. Handrails shall not be less than thirty (30) inches high or more than forty-two (42) inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surface. Guards shall not be less than thirty (30) inches high above the floor of the landing, balcony, porch, deck, ramp or other walking surface.

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### 157.07 ACCUMULATION OF RUBBISH, GARBAGE AND YARD WASTE.

1. Accumulation. All exterior property and premises, in compliance with Chapter 105 of the Washington Code of Ordinances, and the interior of every structure shall be free from any accumulation of rubbish or garbage. Exterior property and premises shall additionally be free from any accumulation of yard waste in compliance with Chapter 105.
2. Disposal of Rubbish and Garbage. ~~Every occupant shall use approved covered containers so as to dispose in a clean and sanitary manner.~~ Rubbish and garbage shall not be stored outside for more than forty-eight (48) hours except in a covered, leak-proof container.
3. ~~Disposal of Garbage. Every occupant shall dispose of garbage in a clean and sanitary manner in covered, leak-proof containers.~~

### 157.08 EXTERMINATION

1. Infestation. Structures shall be kept free from insect and rodent infestation.
2. The owner shall be responsible for extermination prior to renting or leasing and in the public or shared areas of the structure.
3. Occupants shall be responsible for extermination during their occupancy of said dwelling structure or unit.

### 157.09 LIGHT, AND VENTILATION REQUIREMENTS ~~AND OCCUPANCY LIMITATIONS~~

1. General. These provisions shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.
2. Responsibility. Owner shall provide and maintain light, ventilation and space conditions in compliance with these requirements and no person shall occupy any premises that do not comply with this code.
3. Light.
  - A. Habitable Spaces with exterior-facing walls shall have at least one (1) window of approved size facing directly to the outdoors or to a court with a minimum glazed area of five percent (5%) of the floor area.
  - B. Common Halls and Stairways. Multi-family occupancies shall be lighted at all times with at least a sixty (60) watt incandescent bulb or equivalent energy saving bulb, for each two hundred (200) square feet of floor area with a spacing not greater than thirty (30) feet.
  - C. Other Spaces. Shall be provided with natural or artificial light sufficient to the maintenance of sanitary conditions and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
  - D. Alternative Devices. In lieu of the means for natural light prescribed, artificial light complying with the applicable International Building Code guidelines is permitted.

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### 4. Ventilation.

A. Habitable Spaces with exterior-facing walls shall have at least one (1) openable window equal to fifty percent (50%) of the minimum required glazed area.

B. Bathrooms and Toilet Rooms. Shall comply with ventilation requirements for a habitable space, except that a window shall not be required in such spaces equipped with a mechanical ventilation system discharged to the outdoors or to a properly vented attic.

C. Clothes Dryer Exhaust. Shall be independent of all other systems by exhausting in accordance with manufacturer's instructions.

D. Alternative Devices. In lieu of the means for ventilation prescribed, artificial mechanical ventilation complying with the applicable International Mechanical Code guidelines -is permitted.

### ~~5. Occupancy.~~

~~A. Minimum Room Widths. A habitable room, other than a kitchen and bathroom, shall not be less than seven (7) feet in any plan dimension.~~

~~B. Minimum Ceiling Heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than seven (7) feet. Exceptions:~~

~~(1) In one and two family dwellings, beams or girders spaced a minimum of 4 feet on center and projecting a maximum of 6 inches below the required ceiling height.~~

~~(2) Basement rooms in one and two family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches with a minimum clear height of 6 feet 4 inches under beams, girders, ducts and similar obstructions.~~

~~(3) Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet over a minimum of one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet shall be included.~~

### ~~C. Bedroom Regulations.~~

~~(1) Area for Sleeping Purposes. Every bedroom occupied by one (1) to two (2) persons shall contain at least forty nine (49) square feet of floor area.~~

~~(2) Water Closet Accessibility. Every bedroom shall have access to at least one (1) water closet and one (1) lavatory. Every bedroom in a dwelling unit shall have~~

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~~access to at least one (1) water closet and lavatory located in the same story as the bedroom or an adjacent story.~~

~~(3). Prohibited Occupancy. Kitchens and non-habitable space shall not be used for sleeping purposes.~~

~~D. Minimum Square Feet~~

~~(1). Efficiency Units. A unit occupied by only one (1) occupant shall have a clear floor area of not less than one hundred fifty (150) square feet and a unit occupied by two (2) occupants shall have a clear floor area of not less than two hundred twenty (220) square feet and three (3) occupants shall have a clear floor space of not less than three hundred twenty (320) square feet. The unit shall be provided with a working space of thirty (30) inches in front of the kitchen sink, cooking appliance and refrigerator. The unit shall have a separate bathroom containing a toilet, lavatory and a tub or shower. The maximum number of occupants shall be three (3).~~

Space	1-2 Occupants	3-5 Occupants	6 or more Occupants
Living Room	No Requirements	120-sq ft	150-sq ft
Dining Room	No Requirements	80-sq ft	100-sq ft
Kitchen	50-sq ft	50-sq ft	60-sq ft
Bedrooms	Shall comply with Section 157.09(5C)(1)		

~~(2). Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements.~~

**157.10 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS**

1. General. This section shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.
2. Responsibility. The owner shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements.
3. Required Facilities.

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A. Dwelling Units. Shall contain its own tub or shower, lavatory, toilet and kitchen sink, which shall be maintained in a sanitary and safe working condition. The lavatory shall be placed in the same room as the toilet or in close proximity. A kitchen sink shall not be used as a substitute for the required lavatory.

B. Rooming Houses. At least one (1) toilet, lavatory and tub or shower shall be supplied for each four (4) rooming units.

C. Hotels. Where private toilets, lavatories and baths are not provided, then one (1) toilet, lavatory and tub or shower having access from a public hallway shall be provided for each ten (10) occupants.

### 4. Toilet Rooms.

A. Privacy. Bathrooms shall provide privacy and shall not constitute the only passage to a hall or other space or exterior. A door and interior locking device shall be provided for all common or shared bathrooms in a multiple dwelling.

B. Location. Bathrooms serving hotel units, rooming units or dorm units shall have access by transversing not more than one (1) flight of stairs and shall have access from a common hall or passageway.

### 5. Plumbing Systems and Fixtures.

A. General. All plumbing fixtures shall be properly installed and maintained in working order, kept free from obstructions, leaks, defects and capable of performing its function.

B. Fixture Clearances. Plumbing fixtures shall have adequate clearance for usage and cleaning.

C. Plumbing System Hazards. If a hazard is found, the Code Official shall require the defects to be corrected to eliminate the hazard promptly.

### 6. Water System.

A. General. Every fixture shall be properly connected to an approved water system and shall be supplied with hot or tempered and cold running water as per the Plumbing Code.

B. Contamination. The water supply shall be maintained free from contamination and all water outlets for plumbing fixtures shall be located above the flood-level rim of the fixture.

C. Supply. Shall be installed and maintained to provide a supply of water to fixtures in sufficient volume and pressures adequate to enable the fixtures to function properly, safely and free from defects and leaks.

D. Water Heating Facilities. Shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required fixture at a

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temperature of not less than one hundred ten degrees (110°) Fahrenheit. A gas-burning water heater shall not be located in any bathroom, bedroom or other occupied room normally kept closed unless the plumbing code requirements are met. An approved combination temperature and pressure-relief valve discharge pipe shall be properly installed and maintained on water heaters.

### 7. Sanitary Drainage System.

A. General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

B. Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

### **157.11 MECHANICAL AND ELECTRICAL REQUIREMENTS**

1. General. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

2. Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements.

#### 3. Heating Facilities.

A. Facilities Required. Heating facilities shall be provided in structures as required by this section.

B. Heat Supply. Dwellings shall be provided with heating facilities in good working order and capable of maintaining a room temperature of sixty-five degrees (65°) Fahrenheit in all habitable rooms and bathrooms. Cooking appliances or portable heating units shall not be used to provide space heating to meet the requirement.

C. Room Temperature Measurement. Shall be measured three (3) feet above the floor near the center of the room and two (2) feet inward from the center of each exterior wall.

#### 4. Mechanical Equipment.

A. Mechanical Appliances. Shall be properly installed and maintained in a safe working condition.

B. Removal of Combustion Products. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent (exception for labeled and unvented).

C. Clearances. All required clearances to combustible materials shall be maintained.

D. Safety Controls. Shall be maintained in effective operation.

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- E. Combustion. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided.
  - F. Energy Conservation Devices. Shall not be installed unless labeled for such purpose and the installation is specifically approved.
  - G. Duct Systems. Shall be maintained free of obstructions and shall be capable of performing the required function.
5. Electrical Facilities.
- A. Facilities Required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section.
  - B. Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the Electrical Code. Dwellings shall be served by a three-wire (3), 120/240 volt, single-phased electrical service having a rating of not less than one hundred (100) amps.
  - C. Electrical System Hazards. Where a hazard is found to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected immediately to eliminate the hazard.
6. Electrical Equipment.
- A. Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
  - B. Receptacles. Every habitable space in a dwelling unit shall contain at least one (1) separate and remote receptacle outlet. Every laundry area shall contain at least one (1) grounded-type receptacle or a receptacle with a ground-fault circuit interrupter. Every bathroom shall contain at least one (1) receptacle. Any new bathroom outlet shall have ground-fault circuit interrupter protection.
7. Elevators, Escalators and Dumbwaiters.
- A. General. Shall be maintained to sustain all imposed loads, to operate properly and to be free from physical and fire hazards with current certificate of inspection displayed and available for public inspection.
  - B. Elevators. In buildings equipped with more than one (1) passenger elevator, at least one (1) elevator shall be maintained in operation at all times when the building is occupied.

### **157.12 FIRE SAFETY REQUIREMENTS.**

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1. General. The provisions of this chapter shall govern the MINIMUM conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided. The State Fire Marshal may impose additional provisions.
2. Responsibility. The owner shall provide and maintain such fire safety facilities and equipment in compliance with these requirements.
3. Means of Egress.
  - A. General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way.
  - B. Aisles and Corridors. ~~The required width of aisles and corridors shall be thirty-six (36) inches within dwelling units and multi-family dwellings.~~ Aisles and corridors shall be unobstructed.
  - C. Locked Doors. All means of egress doors shall be readily openable from the side from which egress is to be made without need for keys, special knowledge or effort.
  - D. Emergency Escape Openings. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grills, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the Building Code and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than which is required for normal operation of the escape and rescue opening.
4. Fire-Resistance Ratings.
  - A. Fire-Resistance-Rated Assemblies. The fire resistance rating of the walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
  - B. Opening Protection. Required opening protectives shall be maintained in an operative condition. All fire and smoke-stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.
5. Fire Protection Systems.
  - A. General. Existing residential rental units not already provided with single-station smoke alarms shall be provided with approved single-station dual-sensor smoke alarms.
  - B. Smoke Alarms. Approved single- or multi-station smoke alarms shall be installed and maintained in existing single- and multi-family dwelling units, duplexes, congregate residences and hotel/lodging house guest rooms regardless of occupant load in each sleeping room and immediately outside of sleeping areas and on each story including the basement.



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C. Fire Extinguishers. Multi-family dwellings shall have a 2A10BC-rated fire extinguisher located within seventy-five (75) feet of each dwelling unit's main entrance, with a minimum of one (1) per floor. Extinguishers shall be checked and tagged by a qualified service person annually.

### **157.13 CARBON MONOXIDE DETECTORS REQUIRED.**

1. General. Approved carbon monoxide detectors are required to be installed and maintained in each dwelling unit. Dwelling units with no potential source of carbon monoxide are exempted from this requirement.
2. Responsibility. The owner shall provide and maintain such detectors and equipment in compliance with these requirements.

**157.14 NOTICE TO ABATE.** Upon discovery of violations of this Chapter, the City may within seven (7) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.

**CHAPTER 147**

**RENTAL HOUSING REGULATORY  
AND INSPECTION PROGRAM**

147.01 Purpose and Intent	147.11 Complaints
147.02 Definitions	147.12 Right of Entry
147.03 Terms Defined in Other Codes	
147.04 Terms Not Defined	147.13 Unrecorded Land Contracts or Purchase Agreements
147.05 Inspections by City Code Enforcement Personnel	
147.06 Landlord and Operators to Register with City	147.14 Chapter Does Not Impair Authority to Act on Nuisances
147.07 Registration	147.15 Chapter Does Not Abrogate Provisions of Other Codes and Ordinances
147.08 Program for Rental Inspection	147.16 Fees
147.09 Responsibilities of Operators	
147.10 Responsibilities of Occupants	

**147.01 PURPOSE AND INTENT.** The purpose of this chapter is to provide for the enforcement of minimum quality standards for all residential rental dwellings, rental dwelling units, rooming houses and rooming units; to establish a program of regular rental inspections; and to protect the health, safety and general welfare of the residents of the City under the provisions of Chapter 157 of this Code of Ordinances. It is not the intent of this chapter to protect the individual, but rather to protect the public as a whole.

**147.02 DEFINITIONS.** For the purposes of the interpretation and enforcement of this chapter, the following definitions shall apply:

1. "Controlled Area" means areas leased to the occupant and not generally accessible to the general public, which includes, but is not limited to, dwelling units, garage units and storage units assigned to the occupant under the lease agreement.
2. "Dwelling" means any building or structure, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants, but does not include dormitories, hotels or motels. Whenever the word "dwelling" is used in this chapter, it shall be construed as though it were followed by the words "or any part thereof."
3. "Dwelling unit" means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals. Whenever the term "dwelling unit" is used in this chapter, it shall be construed as though it were followed by the words "or any part thereof."
4. "Non-dwelling structure" means any structure, except a dwelling or rooming house used or intended to be used for the shelter or enclosure of any person, animal or property of any kind used in conjunction with a rental dwelling or rental dwelling unit.
5. "Occupancy" means the act or acts of living, sleeping or cooking in, or having actual possession of a dwelling, dwelling unit or rooming unit.

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6. "Occupant" means any person, including an owner or operator, living, sleeping or cooking in, or having actual possession of a dwelling, dwelling unit or rooming unit.
7. "Operator" means any person who has charge, care or control of a building, or any part thereof, in which any dwelling units or rooming units are let, either as owner or agent of the owner.
8. "Owner" means any person who, alone or jointly or severally with others:
  - A. Has legal title or equitable title to any dwelling, dwelling unit, rooming house or rooming unit;
  - B. Has charge, care or control of any dwelling, dwelling unit, rooming house or rooming unit as executor, executrix, administrator, administratrix, trustee, conservator of the estate or as the owner.
9. "Rental property" means any dwelling for which a stated return or payment is made for the possession or use thereof.
10. "Roomer" means an occupant of a rooming house who is charged rent and is not a member of the rooming house owner's or operator's family.
11. "Rooming house" means any dwelling or that part of any dwelling containing one or more rooming units in which space is let by the owner or operator to one or more roomers.
12. "Rooming unit" means any room or group of rooms forming a single habitable unit in a rooming house used or intended to be used for living and sleeping, but not for cooking or eating of meals.
13. "Temporary housing" means any tent, trailer, motor home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) days.

**147.03 TERMS DEFINED IN OTHER CODES.** Where terms are not defined in this chapter and are defined in the Building, Electrical, Plumbing, Mechanical, or Property Maintenance Codes, they shall have the same meanings ascribed to them as in those codes.

**147.04 TERMS NOT DEFINED.** Where terms are not defined under the provisions of this chapter or under the provisions of the Building, Electrical, Plumbing, Mechanical, or Property Maintenance Codes, they shall have ascribed to them their ordinarily accepted meanings or such as any context herein may imply.

**147.05 INSPECTIONS BY CITY CODE ENFORCEMENT PERSONNEL.** The City Administrator or his/her designee is authorized and directed to enter and make such inspections as are necessary to determine the condition of dwellings, dwelling units, rooming houses, rooming units and the premises thereof including but not limited to any non-dwelling structures used by Occupants within the City limits in order to perform his or her duty of safeguarding the health, safety and welfare of the occupants and of the general public.

### **147.06 LANDLORD AND OPERATORS TO REGISTER WITH CITY.**

1. All landlords and operators of rental property shall register their rental properties with the City. Each unit is required to be registered and ~~amend the~~ that registration must be

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amended when the property is sold or has a status change. The registration shall be due 150 days from the effective date of this ordinance.

2. The City will provide an application form which must be completed and updated upon request. The following information shall be provided to the City:

- A. The street address of the dwelling or rooming house;
- B. The number of rental units contained in the dwelling or rooming house; and
- C. The name, address and telephone number of the owner and any agent of the owner of the dwelling or rooming house.

3. If a rental property is not initially registered within the period established in 147.06(1) a late fee for each structure may be added or a municipal infraction pursued.

4. The registration, administrative and other fees outlined in Section 147.167 of this code shall be set by resolution of the Council.

### **147.07 REGISTRATION.**

1. No person shall rent to another or offer to rent to another any dwelling, dwelling unit or rooming unit unless the owner or operator of the same has registered the rental property with the City. Such registration shall be renewed on an annual basis.

2. Any person who fails to register their property ~~(ies) is or~~ properties may be deemed guilty of a municipal infraction.

3. For newly constructed rental property, the registration deadline is thirty (30) calendar days after the certificate of occupancy has been issued.

4. For rental property that transfers ownership, the registration deadline is thirty (30) calendar days after the final transfer and/or the recording of such.

5. For properties converted to rental property, the registration deadline is thirty (30) calendar days after said status change.

6. The registration deadline for a rooming house or other property theretofore required to be regularly inspected by the State of Iowa will commence ~~is fourteen-thirty (30) 14~~ calendar days after the ~~license (not the registration) exemption under Chapter 147.08(4)~~ expires.

7. Failure to register within the prescribed period may result in a late fee being added or a municipal infraction being pursued.

### **147.08 PROGRAM FOR RENTAL INSPECTION.**

1. Required Inspections. Regular inspections of each rental property shall be conducted every three (3) years by a designate of the City Administrator. Spot inspections may be conducted by City officials upon their observation of units which are obviously and substantially out of compliance. Any such inspections will be scheduled with the owner and/or operator of the units.

2. Requested Inspections. Upon the request of the owner or operator of a rental unit, the City shall inspect said rental unit to determine compliance with the Housing Code. Upon a

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successful completion of such inspection, the unit shall be exempt from regular inspections for a period of three (3) years.

3. Section 8 Inspections (also known as SIRHA inspections). Units which have been inspected and passed Section 8 rental requirements shall be deemed to have been regularly inspected and exempt from regular inspections for a period of three (3) years. It shall be the duty of the owner and/or operator of such rental units to provide proof of a Section 8 inspection to the City.

4. State-Inspected Properties. All properties required to be regularly inspected for health and safety standards by the State of Iowa, including but not limited to: Nursing homes, assisted living facilities, hotels, or bed and breakfast inns are exempt from regular inspections. Owners of properties claiming exemption under this provision must furnish a copy of the most recent state inspection report if requested by the City Administrator or designate to verify the exemption.

54. Failed Inspections. If after a City inspection a rental unit is deemed to be out of compliance, a list of needed repairs will be provided to the owner and/or operator with a stated time in which to make the repairs. Upon completion of the repairs, the owner and/or operator shall schedule a re-inspection of the property to confirm compliance. The owner and/or operator shall pay an additional fee if more than one (1) re-inspection is needed to gain compliance.

**147.09 RESPONSIBILITIES OF OPERATORS.** In addition to and in accordance with the requirements of Chapter 157 and other applicable chapters of this Code of Ordinances, operators are designated to be specifically responsible for the following items. Where any conflict may appear between the guidelines of this section and Chapter 157, the definitions and guidelines of Chapter 157 shall control.

1. Maintenance of Structure:

A. Structures shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon. [Washington Code of Ordinances, Chapter 157.04(1), 157.04(3), 157.04(8), 157.04(10), 157.05 and 157.06]

B. Exterior shall be maintained in reasonably weathertight, watertight, rodent-proof and insect-proof condition. [Washington Code of Ordinances, 157.03(2) and 157.04(12)]

C. Doors shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within the frame. [Washington Code of Ordinances, 157.04(13)]

D. Windows shall be maintained in good and functional condition and shall fit reasonably well within the frame. [Washington Code of Ordinances, 157.04(11)]

E. Interior surfaces shall be maintained so as to permit the surface to be kept in a clean and sanitary condition, notwithstanding the occupant's obligations under Section 147.11(1A) and 147.11(1B). [Washington Code of Ordinances, 157.05(5)]

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- F. Accessory structures shall be kept in a reasonably good state of repair. [Washington Code of Ordinances, 157.03(4)]
2. Rainwater drainage. [Washington Code of Ordinances, 157.04(5)]
  3. Grading, drainage and landscaping of premises. [Washington Code of Ordinances, 157.03(1)]
  4. Chimneys and smoke pipes shall be maintained in a reasonably good state of repair. [Washington Code of Ordinances, 157.04(9)]
  5. Exterior surfaces shall be reasonably maintained, protected from the elements and against decay. [Washington Code of Ordinances,157.04(4)]
  6. Means of egress shall be maintained in good condition and shall be free of obstruction at all times. [Washington Code of Ordinances, 157.12(3)]
  7. Hanging screens and storm windows shall be maintained by the owner or operator of the premises except when there is a written agreement between the owner and the occupant to the contrary. [Washington Code of Ordinances, 157.04(11)]
  8. Electrical systems of every dwelling or accessory structure shall be maintained in good and safe working condition. [Washington Code of Ordinances, 157.11(5) and 157.11(6)]
  9. Supplied plumbing fixtures and systems shall be maintained in good and sanitary working condition. [Washington Code of Ordinances, 157.10(5), 157.10(6) and 157.10(7)]10.
  10. Gas appliances and facilities shall be properly connected and maintained in good condition. [Washington Code of Ordinances,157.10(6D) and 157.11(3B)]
  11. Heating and supplied cooling equipment shall be maintained in good and safe working condition. [Washington Code of Ordinances, 157.11(3)]
  12. Floors in kitchen and bathrooms shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry, and sanitary condition. [Washington Code of Ordinances, 157.05(5)]
  13. Supplied facilities required by Chapter 157 and/or present in the unit and/or designated for the exclusive use by the occupants of the unit at the time that either the rental agreement is signed or possession is given shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities, and equipment not required by this chapter shall be the operator's responsibility unless stated to the contrary in the rental agreement. No required supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption as may be necessary while actual repairs, replacements, or alterations are being made. [Washington Code of Ordinances, 157.10 and 157.11]

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14. Refrigerators and stoves, where provided by the operator, shall be maintained in good and safe working condition.
15. Fire protection systems and carbon monoxide detection systems, where present, shall be maintained in good working condition at all times and shall be provided at the beginning of each tenancy. [Washington Code of Ordinances, 157.12(5) and 157.13]
16. Covered cisterns shall be fenced, safely covered, or filled in such a way as not to create a hazard to life or limb. [Washington Code of Ordinances, 157.04(17)]
17. Openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin. [Washington Code of Ordinances, 157.03(2)]
18. Pest extermination shall be the responsibility of the operator whenever infestation exists in two (2) or more of the dwelling units or rooming units of any dwelling, or in the shared or public parts of any dwelling containing two (2) or more dwelling units or more than one rooming unit. [Washington Code of Ordinances, 157.08]
19. Operator to Let Clean Units: No operator shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy. [Washington Code of Ordinances, 157.05(1)]
20. Maintenance Of public areas in a safe and sanitary condition shall be the responsibility of the operator of a dwelling containing two (2) or more dwelling units or more than one rooming unit, unless there is a written agreement between the operator and occupant to the contrary. [Washington Code of Ordinances, 157.05(1)]
21. Provision of adequate facilities for the disposal of garbage- in compliance with this code is required.

### **147.10 RESPONSIBILITIES OF OCCUPANTS.**

1. Occupant Responsibility: Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls.
  - A. Every floor and floor covering shall be kept reasonably clean and sanitary.
  - B. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.
  - C. No dwelling or the premises thereof shall be used for the storage or handling of refuse.
  - D. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials.

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2. Plumbing Fixtures: The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.
3. Extermination of Pests: Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by him whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this section, whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.
4. Storage and Disposal Of Garbage: Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by placing it in the authorized disposal facilities or storage containers required by this code.
5. Use and Operation Of Supplied Heating Facilities: Every occupant of a dwelling unit or rooming unit shall be responsible for the exercise of reasonable care, proper use, and proper operation of supplied heating facilities.
6. Electrical Wiring: No temporary wiring or extension cords shall be used except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar apertures and structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.
7. Supplied Facilities: Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.
8. Fire Protection: It shall be the responsibility of the occupant to maintain operational early warning fire protection systems by means of replacing batteries as needed. If these systems become inoperable by mechanical failure, the occupant is required to notify the owner.

**147.11 COMPLAINTS.** All persons making complaints concerning the compliance with the provisions of this chapter of any dwelling, dwelling unit, rooming house or rooming unit shall do so in the following manner:

1. Prior to filing a complaint with the City, occupants shall provide operator a written, dated notice providing sufficient detail to identify alleged violations. The notice shall be provided to operator by certified mail or delivery confirmation.
2. In the case of Occupants making complaints concerning the dwelling or dwelling unit in which they reside, such tenant shall attach a dated copy of the notice in which they requested the owner or operator to correct the alleged violation, unless complaint pertains to an emergency situation as determined by the administration.
3. The complaints shall be in writing upon a form provided by the City of Washington and signed by the complainant.



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4. Such complaints shall state the address of the premises, the name of the owner, landlord or operator, and shall state the nature of the alleged violation with specificity.
5. It is a violation of the provisions of this chapter for an owner or operator to take reprisals against any tenant making a complaint under the provisions of this chapter. Any such reprisals shall constitute a municipal infraction.
6. Upon receipt of evidence that the operator has received proper notification as to an alleged violation and been given an appropriate amount of time to resolve the complaint, the City may within seven (7) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.

### **147.12 RIGHT OF ENTRY.**

1. City code enforcement personnel are authorized and directed to enforce all of the provisions of this ordinance and Chapter 157 of this Code of Ordinances and to perform the duties of safeguarding the health, safety and welfare of the occupants of all rental dwellings and the general public.
2. City code enforcement personnel are authorized to enter and make inspection to enforce any of the provisions of this chapter, or whenever there is reasonable cause to believe that there exists in any building or upon any premises located within the City any condition or code violation which makes such building or premises unsafe, dangerous or hazardous.
3. City code enforcement personnel may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon them by this chapter, provided that said official shall first present proper credentials and request entry. Such official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and for entry.
4. City code enforcement personnel may make inspections of all rental premises pursuant to the City's regular inspection program as frequently as may be necessary and may make an inspection at any reasonable time based upon the need for code enforcement.
5. If such entry is refused for regular request or complaint inspections, the City code enforcement personnel shall have recourse to every remedy provided by law to secure entry. When the City code enforcement personnel shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner, occupant or any other persons having charge, care or control of any building or premises, shall fail or neglect to promptly permit entry therein by the authorized personnel for the purpose of inspection and examination pursuant to this chapter.

**147.13 UNRECORDED LAND CONTRACTS OR PURCHASE AGREEMENTS.** For purposes of this chapter, any residential property which is the subject of an unrecorded land contract or purchase agreement shall be treated the same as rental property. The contract seller shall have the duties and responsibilities and shall be subject to the same penalties as the owner of rental property.

**147.14 CHAPTER DOES NOT IMPAIR AUTHORITY TO ACT ON NUISANCES.** Nothing in this chapter shall be construed or interpreted to impair or limit in any way the authority of the City to define and declare nuisances, or of the City Administrator, the Police Chief or other City officials to cause the removal or abatement of nuisances by summary proceedings or other appropriate proceedings.

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**147.15 CHAPTER DOES NOT ABROGATE PROVISIONS OF OTHER CODES AND ORDINANCES.** The provisions of this chapter shall not abrogate the responsibility of any person to comply with any provision of the Plumbing, Electrical, Building, Fire Prevention and Zoning Codes or other ordinances of the City.

**147.16 FEES.** The following fees shall be set by resolution of the Council, non-payment of which will constitute a municipal infraction:

1. Annual registration.
2. Re-inspection.
3. Late registration.
4. Section 8 inspection filing fee.

*Brent Hinson, City Administrator  
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Illa Earnest, City Clerk  
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## **Memorandum**

August 29, 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 placed to the right of the name "Brent Hinson".

Re: Capital Improvements Plan (CIP) Update

The City Council adopted an all-new CIP in mid-2013. Attached is an update to that plan, to reflect both projects completed, projects in progress, and new proposed projects. I believe strongly in doing annual updates to the CIP, which makes it much more of a living and useful document than if we just revisited it every five years.

As you would expect, the plan does not have as many significant changes as last year. It is truly an update to the plan. Based on changes to project cost estimates or Council directives, some of the projects have been shuffled to ensure that the plan presents in a realistic manner the available funding sources and priorities.

I have added to the five-year plan a carryover projects section, as we have numerous projects that are in motion, but were not completed in FY2014 as originally envisioned. This will likely be typical to what you will see in future years, as I like to be as optimistic as possible in CIP as to what projects can be completed each year. This way, the funding is already set aside, and we are in good shape if a budgeted project proceeds more quickly than anticipated.

The new Year 5 of the plan (Fiscal Year 2019) is of course the most interesting, since all of the projects listed were not funded in last year's plan, although all but one were included in the "future years" section of that plan.

I look forward to discussion at the meeting.

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

**A RESOLUTION FIXING A DATE FOR PUBLIC HEARING ON  
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 this plan was adopted on June 5, 2013; and

WHEREAS, annual review and updates to this plan will assist in providing for prudent planning and financial management:

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

Section 1. The City Council hereby fixes the date of hearing on the FY15-19 Capital Improvements Plan for Tuesday, September 23 at 6 PM at the Nicola-Stoufer Room of the Washington Public Library.

Section 2. The City Clerk is directed to publish a notice of the meeting, in accordance with applicable laws. The publication shall be not less than four clear days not more than twenty days before the date of the public meeting.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 2<sup>nd</sup> day of September, 2014.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

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

Proj #	Proj Type	Amount Budgeted	GO Debt	SRF Debt	Water	Sewer	Road Use	TIF	Riverboat	Special Assess	Grant	Other	Notes
<b>Fiscal 2014 Carryover/Incomplete Projects (full budgets shown)</b>													
002	S												Now in lining/sep line
	A	\$2,700,000	\$100,000						\$170,000		\$2,430,000		Under construction
006	SS	\$128,184			\$128,184								Being designed
010	W	\$1,769,800											Under construction
011	R/SS/S/W	\$2,035,127			\$530,000	\$200,000		\$198,343	\$200,000		\$631,784	\$75,000	Farm income \$75k
013	W	\$25,000			\$25,000								In-House- 80% complete
015	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	
<b>Fiscal 2015</b>													
014	W	\$25,000			\$25,000								In-House
016	W	\$2,350,000											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			\$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	
<b>Fiscal 2016</b>													
012	S	\$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						\$189,670				
	S/SS	\$50,000			\$50,000								In-House
	S/SS	\$200,000			\$200,000								
	FY16 Totals	\$3,155,972	\$950,000	\$0	\$250,000	\$430,000	\$30,597	\$0	\$835,000	\$0	\$515,375	\$145,000	
<b>Fiscal 2017</b>													
026	SS	\$50,000											
023	R/SS	\$585,981	\$250,000		\$50,000					\$40,000		\$28,271	In-House
029	W	\$4,145,000	\$3,750,000		\$395,000				\$267,710				Budget from GF001
030	S	\$75,000											
045	A	\$73,284			\$75,000								Point Repairs In-House
	S/SS	\$350,000			\$350,000						\$62,291	\$10,993	Budget from GF001
	FY17 Totals	\$5,279,265	\$250,000	\$3,750,000	\$395,000	\$475,000	\$0	\$0	\$267,710	\$40,000	\$62,291	\$39,264	
<b>Fiscal 2018</b>													
032	W	\$325,000											
033	R/SS/S/W	\$3,000,000	\$2,750,000		\$325,000								

Proj #	Proj Type	Amount Budgeted	GO Debt	SRF Debt	Water	Sewer	Road Use	TIF	Riverboat	Special Assess	Grant	Other	Notes
	R	\$500,000	\$250,000						\$250,000				In-House
	S/SS	\$50,000				\$50,000							
	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	
<b>Fiscal 2019</b>													
039	R/SS	\$653,204	\$250,000						\$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		
043	A	\$867,012									\$780,311	\$86,701	60% GF/40% AP002
	S/SS	\$200,000				\$200,000							
	FY19 Totals	\$5,553,216	\$250,000	\$2,333,000	\$0	\$200,000	\$0	\$500,000	\$350,000	\$53,204	\$1,780,311	\$86,701	
	CIP Totals	\$30,488,758	\$9,080,857	\$7,671,943	\$1,575,000	\$2,300,378	\$80,597	\$698,343	\$2,397,710	\$148,204	\$6,169,761	\$365,965	
<b>Future Years</b>													
021	S	\$100,000											
025	R	\$82,320				\$100,000			\$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			FY2020
046	A	\$387,756									\$348,980	\$38,776	GF Match
047	A	\$2,563,845									\$2,307,461	\$256,385	Match source TBD
	Future Years Total	\$4,425,428	\$250,000	\$0	\$153,325	\$200,000	\$0	\$596,800	\$238,702	\$35,000	\$2,656,441	\$295,160	

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

*Development Services Department  
215 East Washington Street  
Washington, IA 52353  
319-653-6584*



# MEMO

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**To:** Mayor Johnson and Council  
**From:** Keith Henkel, City Engineering Technician  
**Date:** 08/20/2014  
**Re:** East Madison Sidewalks

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Mayor Johnson,

It is my recommendation that the East Madison Sidewalk Project be accepted, closed and final payment made to the contractor, DeLong Construction in the amount of \$7,191.59. The original estimate was \$4,943.50 the increased cost was a result of additional sidewalk removal and replacement to meet ADA guidelines. The elevation difference on the new curb cuts made this project difficult to estimate as the sidewalk removal was determined during construction. I have verified DeLong's additional quantities and agree with their final payment.

Thank You,

A handwritten signature in black ink that reads "Keith Henkel".

Keith Henkel

RESOLUTION NO. 2014-\_\_\_\_\_

RESOLUTION TO ACCEPT, CLOSE AND RELEASE FINAL PAYMENT FOR THE  
EAST MADISON SIDEWALK PROJECT

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

That the East Madison Sidewalk Project be accepted and the project be closed.  
The final payment is due to the contractor, DeLong Construction, Inc. in the amount of  
\$7,191.59.

Passed and approved this 2nd day of September 2014.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

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



To(OWNER): Misc vendors

Project: Misc. Projects - 2014

Application No: 1

Page 1

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

Via(Architect/  
Engineer)

Invoice No: 1454  
Invoice Date: 7/17/2014  
Terms: Net 30  
Due Date: 8/16/2014  
Period To: 7/17/2014  
Project No:  
Contract Date:

For:

Contract sum.....	7,191.59
Completed to date.....	7,191.59
Retainage.....	0.00
Total earned less retainage.....	7,191.59
Previous billings.....	0.00
Current payment due.....	7,191.59
Sales tax.....	0.00
Total due.....	7,191.59

To(OWNER): Misc vendors

Project: Misc. Projects - 2014

Application No: 1

Page 2

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

Via(Architect/  
Engineer)

Invoice No: 1454  
Invoice Date: 7/17/2014  
Terms: Net 30  
Due Date: 8/16/2014  
Period To: 7/17/2014  
Project No:  
Contract Date:

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
1	Topsoil, strip, salvage and spread	5	CY	8.50	5	42.50	0.00	42.50
2	Removal of curb	6	LF	12.00	6	72.00	0.00	72.00
3	Removal of sidewalk	80.27	SY	10.00	80.27	802.70	0.00	802.70
4	Sidewalk, PCC, 4"	22.21	SY	35.00	22.21	777.35	0.00	777.35
5	Detectable Warnings	56	SF	32.00	56	1,792.00	0.00	1,792.00
6	Mobilization	1	LS	250.00	1	250.00	0.00	250.00
7	Mulching	1,200	SF	0.20	1,200	240.00	0.00	240.00
8	Seed and Fertilize (Urban)	1,200	SF	0.25	1,200	300.00	0.00	300.00
9	Sidewalk, PCC, 6"	60.73	SY	48.00	60.73	2,915.04	0.00	2,915.04
				<u>7,191.59</u>		<u>7,191.59</u>	<u>0.00</u>	<u>7,191.59</u>

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

**AN ORDINANCE AMENDING THE WASHINGTON ZONING ORDINANCE BY CHANGING THE BOUNDARIES OF ZONING DISTRICTS.**

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

SECTION 1. Purpose: The purpose of this ordinance is to change the zoning of a particular piece of property from A-1 Agricultural District to I-2 General Industrial District, as recommended by action of the City of Washington Planning & Zoning Commission on August 12, 2014.

SECTION 2. Amendment: That the Zoning Districts and Zoning Map of the City of Washington, Iowa, be and the same are hereby amended to provide that the following real-estate as now laid out and established in the City of Washington, Washington County, Iowa and more particularly described as follows, to-wit:

Lots 1-11 and Outlot A, Washington Business Park Phase I, Washington County, Iowa

Be and the same is hereby re-classified as I-2 General Industrial District and that said real estate be subject to all provisions and regulations as affecting I-2 General Industrial real estate within the City of Washington, Iowa.

SECTION 3. Repealer: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Sandra Johnson, 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk



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

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

WHEREAS, the City Council is committed to the construction of the Washington Business Park as a vital economic development project for our community and area; and

WHEREAS, the City Council wishes to apply for funds from the Washington County Riverboat Foundation to assist in these aims:

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 to the Washington County Riverboat Foundation in the amount of \$250,000 for the Washington Business Park Project, Phase I.

Section 2. The City Council states its commitment to funding the necessary local match needed to complete the project.

PASSED AND APPROVED this 2<sup>nd</sup> day of September, 2014.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

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



## 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#: 426005318
5. Date (Year) Organized: 1864
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: BRENT HINSON
10. Title in Organization: City Administrator
11. Daytime Phone: 319-653-6584 Evening Phone: 641-373-2535
12. E-mail address: bhinson@washingtoniowa.net
13. Alternate Contact Name: Leland Belding
14. Alternate Phone: 319-466-1000 Alt. E-mail: lbelding@v-k.net

### Project/Program Information:

15. Project Title: WASHINGTON BUSINESS PARK, PHASE I
16. Project Address: Highway 1 South and West Buchanan, Washington
17. WCRF Funding Requested: \$250,000
18. Matching Funds: \$1,785,127
19. Total Cost (17+18): \$2,035,126 (include itemized budget if over \$5,000)
20. Anticipated project start: May 2015
21. Anticipated date WCRF funds will be needed: July 2015



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 of Washington desires to construct the Washington Business Park on 30 acres of land it currently owns. The land is adjacent to Highway 1 in the southwest quadrant of town. The Business Park will be subdivided into 11 lots, ranging in size from 0.65 acres to 5.05 acres. The goal of the project is to bring new business and industry to the area, and to assist local business and industry in expanding operations. This will fuel growth in tax base, job creation, and population in Washington County. The project will have many additional long-term benefits to the Washington community in general, as it will include the first stretch of a paved roadway connecting Washington High School and the south end of town to Highway 1, as well as a large water main extension that will help promote residential, business, and industrial growth in the southwest quadrant of town for the next several decades. The project is envisioned as Phase I of a 2 to 3 phase development, which will eventually include 55 acres of developed industrially-zoned land.

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.).

The City would like to keep lot prices as affordable as possible, and the requested amount from the WCRF will reduce the cost per acre of the project by \$8,333. The project is positioned to create millions in taxable valuation and many jobs, to the benefit of the entire area.

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.

The project clearly fits in the Foundation's Economic Development interest category. The entire purpose of the project is to fuel business expansion, tax base expansion, and creation of quality jobs for the area.



25. List name of matching funding sources and if contribution is projected (P) or confirmed (C). Private donations can generally be grouped together as one line item. Line "A" should show any cash contribution from the Applicant organization. **Do not include "in-kind" (non-cash) contributions in this table.** The "Total Matching Funds" should equal Line 18.

Source of Match Funds	Projected or Confirmed	Confirming letter attached ?	Amount
A. (Applicant) City of Washington	Confirmed	<input checked="" type="checkbox"/>	\$ 1203343
B. Iowa Dept of Transportation- RISE	Confirmed	<input checked="" type="checkbox"/>	\$ 581784
C.	Projected	<input type="checkbox"/>	\$
D.	Projected	<input type="checkbox"/>	\$
E.	Projected	<input type="checkbox"/>	\$
F.	Projected	<input type="checkbox"/>	\$
<b>Total Matching Funds:</b>			<b>\$ 1785127</b>

26. Complete the following budget form. List each work element for the project. To show the source of matching funds, reference the letter (A, B, C, etc.) from the table in Line 25. More than one source (letter) may be entered for a single work element. The Total Matching Fund should equal the amount entered in Line 18. The Total WCRF Funding Request should equal the amount entered in Line 17. **If the total project is over \$5,000, please attach a detailed itemization of the expected project expenses.** [SEE ATTACHED]

Work Element	Matching Fund Source (letters)	Matching Fund \$ Amount	WCRF Funding Request	Total
1. Project Construction	A/B	\$ 1346384	\$ 250000	\$ 1596384
2. Engineering, Legal, Admin & Contingency	A	\$ 438743	\$ 0	\$ 438743
3.		\$	\$	\$
4.		\$	\$	\$
5.		\$	\$	\$
<b>TOTAL</b>		<b>\$ 1785127</b>	<b>\$ 250000</b>	<b>\$ 2035127</b>

NOTE: The WCRF does not normally fund personnel expenses, except for outside contracted services for specific projects. Personnel expenses include salaries and benefits for full- and part-time employees. Capital expenses include construction or remodeling costs. Equipment expenses include machinery, tools, vehicles, and appliances that are likely to remain in use for more than one year. Supplies refers to items which are consumable





27. Explain the source of additional matching funds shown in Questions 25 and 26, and the amounts necessary to complete the project/program. Include cash contributions from all other sources besides the WCRF. If a capital campaign or pledge drive is in progress or planned and shown in Line 25, please provide details about how this effort will be executed. If Foundation funding will be used to leverage other funds that have not yet been committed, please include a detailed description of the process or plan to receive those funds. Explain the anticipated timeline on receiving the matching funds. If necessary, attach an additional sheet. **Letters or documentation of confirmed matching funds, on the letterhead of the funding source, must accompany this application.**

The City has committed the funds as listed in the detailed budget from a variety of funding streams, including tax increment financing (TIF), water fund, sewer fund, quarterly funds received from the Riverboat Foundation, and past farm income from the parcel of land being developed. The City has been approved by the Iowa Department of Transportation for a grant in the amount of \$581,784 for the roadway improvements portion of the construction project.

28. Explain any "in kind" non-cash contributions, if any. Include donated time, labor, materials, etc. Note that these "in kind" contributions should not be included in the matching funds (Line 18) or in the Total Cost of the project (Line 19).

29. Has your project been started? If yes what is the status?

No.

30. How will the project be affected if it receives less funding from the WCRF or from other anticipated funding sources? (For example, will the project be downsized, will the applicant organization increase its funding to make up the difference, would the project be canceled, would a plan to raise more private donations be implemented, etc.?)

If the funds requested are not received, the City would plan to re-examine the project scope, which may then need to be reduced.

31. Explain how the Washington County Riverboat Foundation will be recognized by your organization for contributing to the project/program. **(6 lines or less)**

We plan to construct a permanent sign at the entrance to the business park along Highway 1. We would be honored to include the Riverboat Foundation logo on this sign.



32. I hereby affirm that this application has been approved by its governing body. All data in this application and supporting material are correct and true. If awarded funds by the WCRF, the Applicant will comply with WCRF guidelines and grant agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signed by Primary Contact from Line 9.)

To complete the application process,

1. E-mail the completed **MS Word digital version** of the application (without signatures) to [wcrf@riverboatfoundation.org](mailto:wcrf@riverboatfoundation.org).
2. Submit one completed and signed original application, along with one copy of the following (do not attach to the 15 copies):
  - ✓ Resolution authorizing submission from governmental body (if applicable).
  - ✓ IRS Non-Profit Determination letter (for non-governmental organizations)
  - ✓ Iowa Secretary of State "Certificate of Standing"
  - ✓ Front page from most recent federal 990 income tax form.
3. Submit **15** complete copies of the application (including any supporting materials such as itemized budget details, project descriptions, maps, letters confirming matching funds, etc.)
4. Submit this application in its original form (no colored paper, plastic covers, folders, or coversheets) Do not reformat this application form. Do not fax the application. Please staple each application.

by **5:00pm on Wednesday, October 8, 2014** to:

Washington County Riverboat Foundation  
205 West Main St.  
Washington, IA 52353  
[wcrf@riverboatfoundation.org](mailto:wcrf@riverboatfoundation.org)

\*\* Please note that your application becomes a public document upon submission. \*\*

City of Washington  
Washington Business Park  
Budget as of 8/28/14

**Projected Expenditures**

Roadway Construction	\$422,049.00
Hwy 1 Turn Lane Construction	\$508,805.00
Site Dvpt & Utilities	\$403,225.00
Water Main- 12"	\$262,305.00
Engineering, Legal & Admin	\$279,126.65
Contingency	\$159,616.00
Total Expenditures	<hr/> \$2,035,126.65

**Projected Revenues**

DOT RISE- 50% of Roadway	\$581,784.00
Water Fund	\$530,000.00
Sewer Fund	\$200,000.00
<b>Competitive Riverboat Grant</b>	<b>\$250,000.00</b>
Quarterly Riverboat Funds	\$200,000.00
Farm Proceeds	\$75,000.00
Tax Increment Financing	\$198,342.65
Total Revenues	<hr/> \$2,035,126.65



**RESOLUTION NO.**

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

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

WHEREAS, the ball fields receive heavy use by our youth 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 \$23,000.00 for ball field improvements and the City Park Budget to provide \$7,000.00 as local match.

PASSED AND APPROVED this 2nd day of September, 2014.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

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

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

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 69 REGARDING A LIMITED SIGHT-DISTANCE INTERSECTION

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

SECTION 1. **Add Phrase.** Section 69.08, "No Parking Zones", Paragraph 85 "South Fourth Avenue, on the west side, for a distance of seventy-five (75) feet north and south of the centerline of East Jefferson Street".

SECTION 2. **Delete Phrase.** Section 69.08, "No Parking Zones", Paragraph 80 is hereby repealed.

SECTION 3. **Add Phrase.** Section 69.08, "No Parking Zones", Paragraph 80 "South Fourth Avenue, on west side, from a distance of seventy-five (75) feet south of the centerline of East Jefferson Street to East Madison Street from 7:30 a.m. to 4:00 p.m. on school days".

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

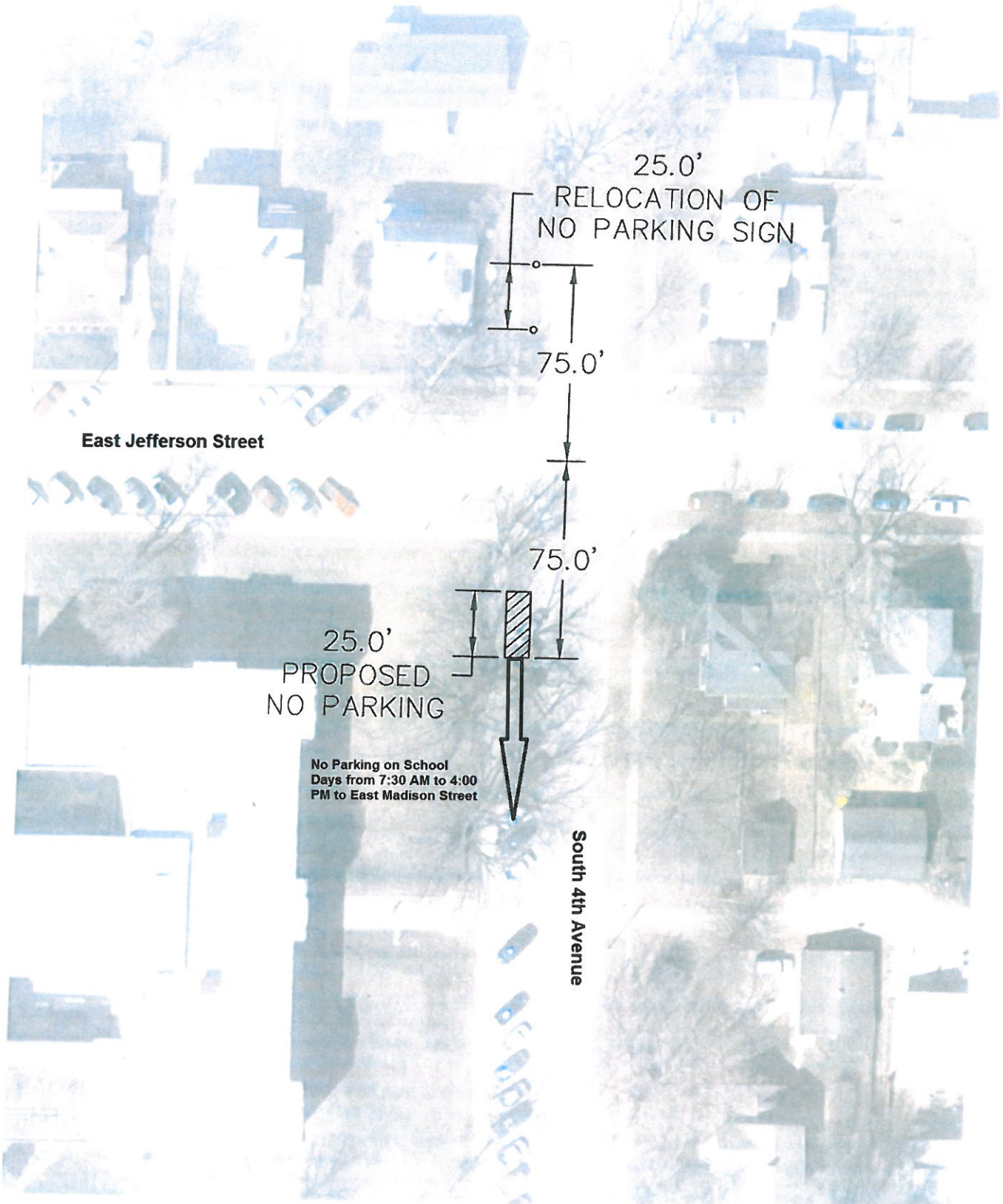
\_\_\_\_\_  
Illa Earnest, City Clerk

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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

**South 4th Avenue and East Jefferson Street  
No Parking Recommendation, 8/27/14**



25.0'  
RELOCATION OF  
NO PARKING SIGN

75.0'

East Jefferson Street

75.0'

25.0'  
PROPOSED  
NO PARKING

No Parking on School  
Days from 7:30 AM to 4:00  
PM to East Madison Street

South 4th Avenue

**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 improvement and removal of debris against the abutting property owner,

WHEREAS, trash and junk were removed from the following listed property owners:

The property of Christopher and Michelle Boshart at 702 N. 4<sup>th</sup> Ave. for the amount of \$105.00. Legal description (10 24 COLUMBIAN ADD). Parcel Number (11-17-209-010).

The property of Bonnie Frieden at 420 E. Washington St. for the amount of \$140.00. Legal Description (10 06 NE WASH W 60 FT). Parcel Number (11-17-412-011)

and,

WHEREAS, due notice was given to the above property owners 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 2nd day of September, 2014.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

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