



AGENDA OF THE SPECIAL SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE COUNCIL CHAMBERS
120 E. MAIN STREET
AT 6:00 P.M., TUESDAY, JUNE 28, 2016

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Special Session to be held at 6:00 P.M., Tuesday, June 28, 2016 to be approved as proposed or amended.

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

CONSENT AGENDA

1. YMCA of Washington County, 2016 City Recreation and Sports Program, \$22,000.00
2. Jerry's Hauling, Hauling Asphalt Millings to Airport, \$4,439.23
3. Ahlers & Cooney, Professional Services, General Urban Renewal, \$225.00
4. Unc & Neph's, 1015 W. Madison Street, outdoor service area for RAGBRAI
5. Hy-Vee Wine & Spirits, 1004 W. Madison Street, outdoor service area for RAGBRAI.
6. The Wagon Wheel, 521 E. 7th Street, outdoor service area RAGBRAI.

NEW BUSINESS

Presentation on Listing Agreement for Old Library Building – Jeff Edberg.

Discussion and Consideration of Listing Agreement for Former Library Building. **(Tabled 06-07-2016)**

Discussion and Consideration of Alternate Financing Plan for Municipal Building Improvements.

Discussion and Consideration of Proposal for Codification Services.

Discussion of W. Buchanan Street Traffic Flow.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Discussion and Consideration of a Resolution Changing Meeting Date to August 1.

DEPARTMENTAL REPORTS

Police Department
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor
Brendan DeLong
Kerry Janecek
Jaron Rosien
Kathy Salazar
Millie Youngquist
Russ Zieglowsky

ADJOURNMENT

Illa Earnest, City Clerk



YMCA of Washington County

121 East Main Street
Washington, IA 52353
United States
(319) 653-2141

June 21, 2016

INVOICE

AMOUNT DUE as of 6/21/2016
\$22,000.00

City of Washington

Identification: 016015

Enclosed payment amount: \$

TO City of Washington
215 E Washington
Washington, IA 52353
United States

(return this portion with payment)

Account Fees

Date	Description	Due Date	Fee	Adjusted	Sched.	Paid	Balance
06/21/16	City Sports Sponsorship - 2016 city rec and sports program	06/21/16	\$22,000.00	\$0.00	\$0.00	\$0.00	\$22,000.00
						Total	\$22,000.00
						Amount Adjusted	\$0.00
						Amount Paid	\$0.00
						Amount Scheduled	\$0.00
						Balance	\$22,000.00
						Amount Due	\$22,000.00

WE BUILD STRONG KIDS, STRONG FAMILIES, STRONG COMMUNITIES

Jerry's Hauling

4047 Maier Avenue SW
Iowa City, IA 52240

Invoice

Date	Invoice #
6/6/2016	146602

Bill To
Washington Municipal Airport 1625 South Airport Road Washington, Iowa 52353

Pay

Jerry's Hauling

Job #/Name	Terms
Airport	

Hours/Quantity	Description	Ticket #	Rate	Date Complet...	Amount
2.5	Truck 93 imported 1 load of asphalt millings	13561	80.00	6/2/2016	200.00
2.5	Truck 08 imported 1 load of asphalt millings	13561	80.00	6/2/2016	200.00
4	Truck 06-pup imported 2 loads of asphalt millings	13561	115.00	6/2/2016	460.00
4	Truck 97-pup imported 2 loads of asphalt millings	13561	115.00	6/2/2016	460.00
3.75	Truck 06-pup imported 2 loads of asphalt millings	11315	115.00	6/3/2016	431.25
3.75	Truck 97-pup imported 2 loads of asphalt millings	11315	115.00	6/3/2016	431.25
1	Materials 10 loads of asphalt millings 250.47 tons	13561/11315	2,256.73	6/3/2016	2,256.73

002-6-2080 6320 Initials QCD
 EXP. Wait of parking
 Vender # _____ Date Rec. _____
 Due Date _____ Inv # _____

Subtotal \$4,439.23

Payments/Credits \$0.00

Total Due This Invoice \$4,439.23

E-mail

jerryshauling@yahoo.com



AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

June 21, 2016

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 713421
Client #: 11307
Matter #: 53
Billing Attorney: JLC

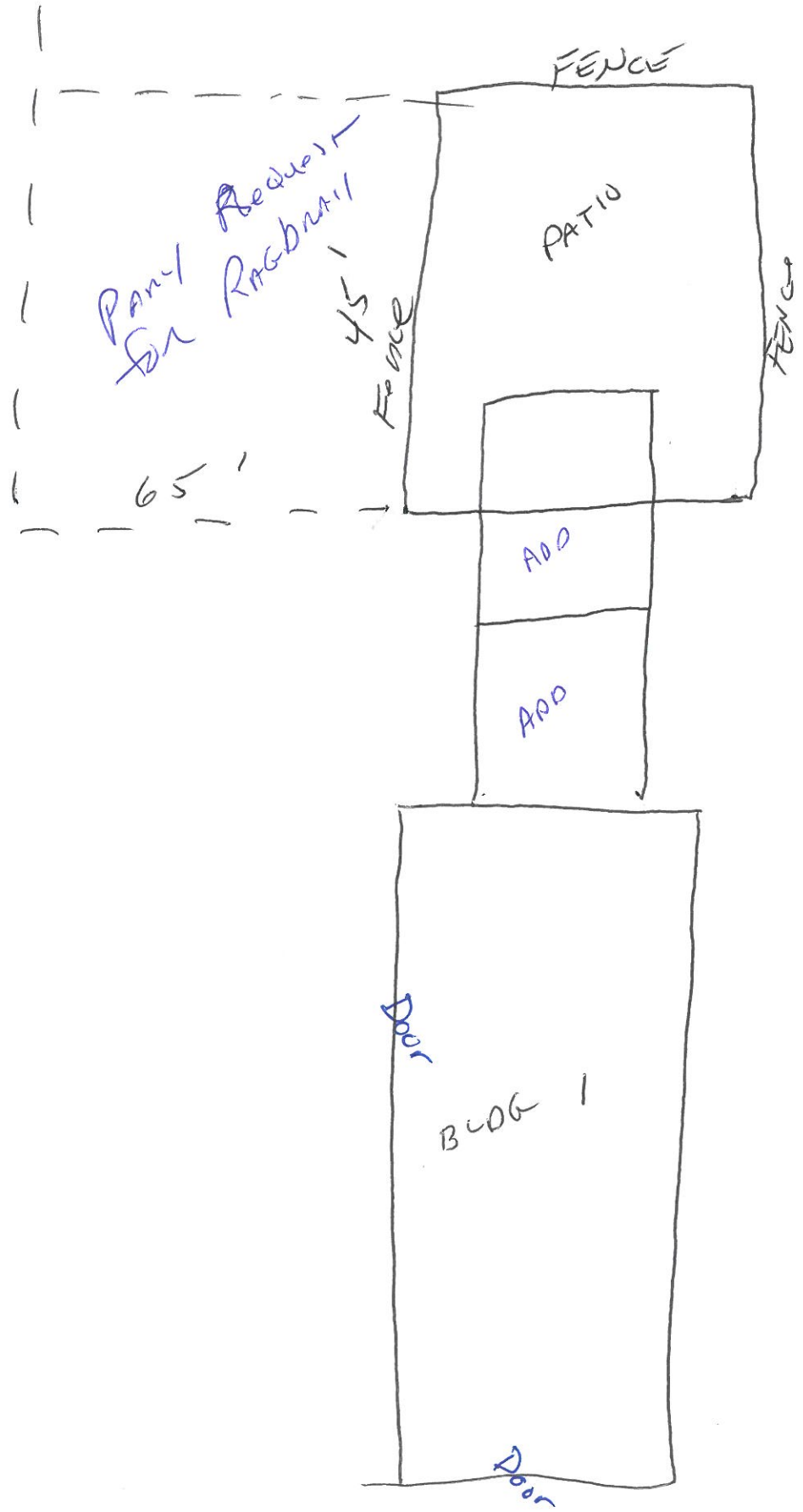
INVOICE SUMMARY

RE: GENERAL URBAN RENEWAL

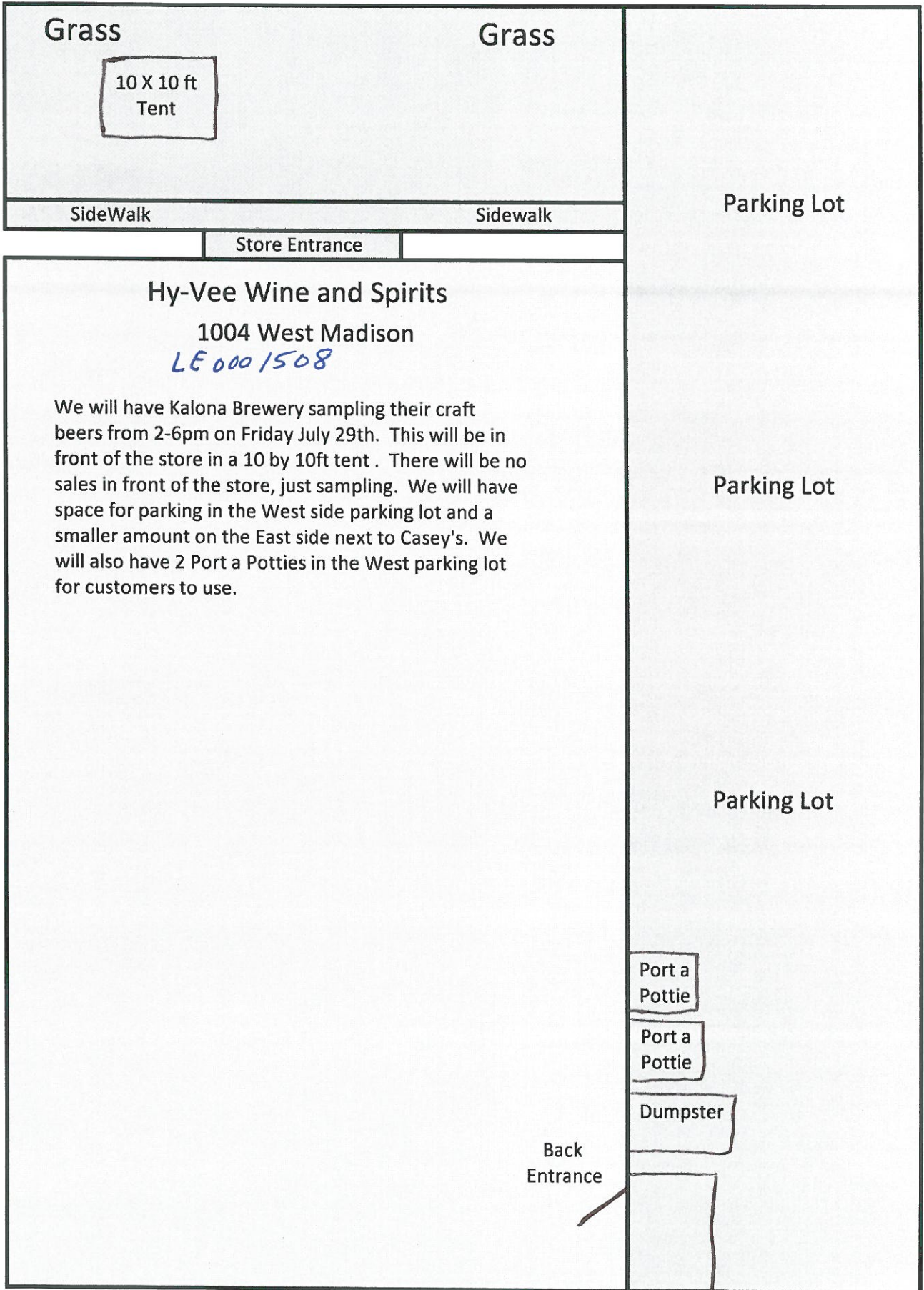
For professional services rendered and costs advanced through June 19, 2016:

Total Professional Services	\$ 225.00
Total Expenses	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 225.00

Unc + Neph's LC 3635 2
W. Madison St.



West Madison



Grass

Grass

10 X 10 ft
Tent

SideWalk

Sidewalk

Store Entrance

Hy-Vee Wine and Spirits

1004 West Madison

LE 0001508

We will have Kalona Brewery sampling their craft beers from 2-6pm on Friday July 29th. This will be in front of the store in a 10 by 10ft tent . There will be no sales in front of the store, just sampling. We will have space for parking in the West side parking lot and a smaller amount on the East side next to Casey's. We will also have 2 Port a Potties in the West parking lot for customers to use.

Parking Lot

Parking Lot

Parking Lot

Port a
Pottie

Port a
Pottie

Dumpster

Back
Entrance

Applicant License Application (LC0036223)

Name of Applicant:	<u>Lexboul Entertainment,LLC</u>		
Name of Business (DBA):	<u>The Wagon Wheel</u>		
Address of Premises:	<u>521 East 7th</u>		
City	<u>Washington</u>	County:	<u>Washington</u> Zip: <u>52353</u>
Business	<u>(319) 653-3637</u>		
Mailing	<u>521 East 7th</u>		
City	<u>Washington</u>	State	<u>IA</u> Zip: <u>52353</u>

Contact Person

Name	<u>Monte Davis</u>		
Phone:	<u>(319) 461-0796</u>	Email	<u>mdavis-65@hotmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 06/19/2016

Expiration Date: 06/18/2017

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>360640</u>	Federal Employer ID	

Ownership

Gary Davis

First Name: Gary **Last Name:** Davis
City: Washington **State:** Iowa **Zip:** 52353
Position: President
% of Ownership: 75.00% **U.S. Citizen:** Yes

Dorothy Davis

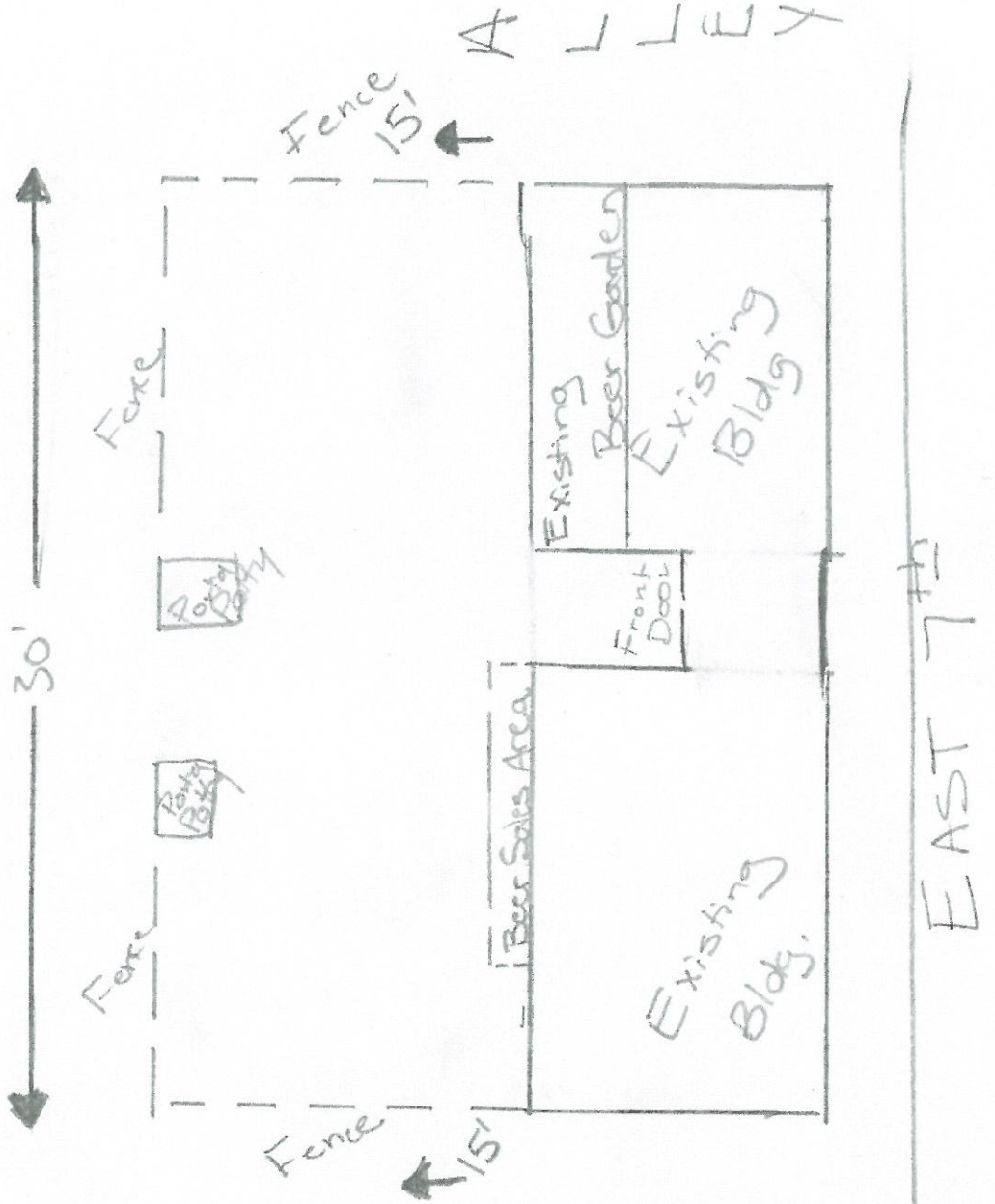
First Name: Dorothy **Last Name:** Davis
City: Washington **State:** Iowa **Zip:** 52353
Position: Vice-President
% of Ownership: 25.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>
---------------------------	-----------------------------

Wagon Wheel
LC 0036223

PARKING PARKING



Garage

N 9th Ave

COPY

*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

June 3, 2016

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

From: Brent Hinson
City Administrator

Re: Commercial Realtor Listing Agreement

Attached is a listing agreement with Lepic-Kroeger Realtors for the Former Library building, as was discussed at the May 17 meeting.

As you will note, they have made the commission 6% of the sale price. After receiving this proposal, I made Jeff Edberg, the lead realtor, more aware that the City Council had indicated in the past that quality re-use would be ranked ahead of sale price, and thus, a strictly commission basis might not be in everybody's interest. He indicated that he likes to work on commission, but perhaps the City Council would consider approving the agreement with the contingency that the minimum commission would be \$17,130, or half of the fee that would be generated if we were able to sell it for the "market price" that he had determined based on his research.



Lepic-Kroeger Realtors

Commercial Listing Contract

Dated: May 20th, 2016

THIS EXCLUSIVE LISTING AGREEMENT ("Agreement") is made this 20th day of May, 2016 at Iowa City, Iowa, between Lepic-Kroeger, Realtors. ("Broker") and the following person or entity ("Owner"):

Owner's Name: City of Washington, Iowa

IN CONSIDERATION OF THE MUTUAL PROMISES IN THIS AGREEMENT, OWNER AGREES TO:

- (1) Grant Broker the sole and exclusive right to find a purchaser / tenant for the real estate **described below (the "Property")** for a period commencing on May 20th, 2016 and ending on May 19th, 2017 (the "Term"), with 11:59 p.m. of the last day of the Term known as the "Expiration Time". In the event the Seller has accepted an offer to purchase this Property, whether subject to conditions or not, prior to the expiration of this listing Agreement, and the closing will occur after the expiration of this Agreement, the Broker is hereby authorized to sign and submit to the Multiple Listing Service documentation extending the listing to expire one day after the closing date. Such documentation shall be exclusively for the purpose of allowing the sale to be counted in the MLS statistical records. In the event that the contract fails to close on the date specified in the purchase agreement, the Seller may cancel the listing at any time after the original expiration date stated above.
- (2) Authorize Broker to place an appropriate sign on the Property and to immediately refer to Broker all inquiries regarding the Property.
- (3) Give possession of the Property on: Upon closing

Legal Description or Local Address of the Property: 120 E. Main Street, Washington, Iowa 52353 **Consisting of 9,863 square feet.**

IF THIS AGREEMENT IS FOR THE SALE OF THE PROPERTY, OWNER FURTHER AGREES TO:

- (1) Offer to sell the Property for the sum of \$571,000.00, subject to these terms/conditions: Cash
- (2) Furnish an Abstract of Title continued to date of sale showing that Owner has good and merchantable title to the Property, subject to existing restriction(s), and to furnish at the closing of the sale (the "Closing") a General Warranty Deed conveying good title to the Property, as well as such other documents as may be legally required.
- (3) Pay to Broker at Closing a commission of 6% of the sales price. However, this commission shall be deemed earned by Broker and payable by Owner if: (1) Broker procures a purchaser who is ready, willing and able to purchase the Property on the terms set forth in this Agreement (or other terms acceptable to Owner), whether or not there is a Closing and/or (2) the Property is otherwise sold during the Term.

IF THIS AGREEMENT IS FOR THE LEASE OF THE PROPERTY, OWNER FURTHER AGREES TO:

- (1) Offer to lease the Property on these terms and conditions: n/a.
- (2) Pay Broker when the lease is executed by tenant a n/a commission on the gross lease. This commission shall be deemed earned by Broker and payable by Owner if: (1) Broker procures a tenant who is ready, willing and able to lease the Property on the terms set forth in this Agreement (or other terms acceptable to Owner), whether or not a lease is signed and/or (2) the Property is otherwise leased during the Term. In the event the property is sold during the term of this lease listing, the Owner shall pay the Broker a commission of n/a at the closing of the sale.

IN CONSIDERATION OF THE MUTUAL PROMISES IN THIS AGREEMENT, BROKER AGREES TO: (1) USE ITS BEST EFFORTS TO PROCURE A PURCHASER/TENANT FOR THE PROPERTY PURSUANT TO THE TERMS OF THIS AGREEMENT, (2) FURNISH ANY ADDITIONAL INFORMATION ABOUT THE PROPERTY REQUESTED BY OTHER REALTORS AND (3) PROMPTLY SUBMIT THIS LISTING TO THE IOWA CITY AREA MULTIPLE LISTING SERVICE.

IN CONSIDERATION OF THE MUTUAL PROMISES IN THIS AGREEMENT, THE PARTIES FURTHER AGREE: Conveyance of the Property by other means, (i.e., a like-kind exchange), shall be considered a "sale" within the meaning of this Agreement. All funds involved in the completion of a sale or lease transaction for the Property (such as earnest money, option fees, etc), shall be paid to Broker and held in Broker's trust account until Closing of the sale/lease.

Owner has furnished to Broker all relevant information concerning the Property, including specifically all information regarding any underground storage tanks, hazardous wastes or wells situated on the Property. Owner agrees to make any and all records and documents pertaining to the property available to the Broker, and agrees to allow Broker to show the property at reasonable times and upon reasonable notice, and to commit no act which might tend to obstruct the Broker's performance hereunder. Owner warrants and represents that the information provided is true, correct and complete to the best of Owner's knowledge. Owner agrees to indemnify and hold Broker harmless from any and all loss, damage or expense (including attorney's fees) in connection with any breach of this representation and warranty by Owner.

Broker shall be protected for a period of 365 days after the Expiration Time on all prospects introduced to the Property during the Term, if Broker submits the names and addresses of such prospects to Owner on or before the Expiration Time. This Agreement shall be binding upon the heirs, successors and assigns of the Owner. Nothing in this Agreement shall be construed to make Broker the manager of the Property. Owner is the manager of the Property and has all responsibility for collection of income and payment of expenses associated with the Property. In the event of suit to collect commissions due Broker under this Agreement, Owner agrees to pay Broker's attorney's fees. Broker may collect commissions due out of lease payments from tenant if commissions due are not paid by Owner.

RELEASE OF INFORMATION: I / we authorize third parties (banks, lenders, lawyers, abstracting companies) to release any information to Broker pertaining to the above indicated property. This may include loan balance, payoff, interest paid, repayment terms, title condition, vesting, and other financial or title concerns.

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD SEEK LEGAL ADVICE BEFORE SIGNING. THE POSSIBILITY OF DUAL AGENCY IS PART OF THIS AGREEMENT. The undersigned Owner warrants that he is the owner of record of the property or has the authority to execute this agreement.

EXCHANGE: Should other property be accepted by me in exchange, I hereby consent to you representing and accepting compensation from all parties to the transaction.

MARKETING: I authorize the placing of a lock box on this property. In order to show the property, you and your agents shall have access to it at all reasonable times, and I will give you all possible assistance in marketing the property. You are authorized to place a "For Sale" or "For Lease" sign on the property. You are authorized to and directed to submit this listing to the Multiple Listing Service of the Iowa City Area Association of REALTORS®, to be published and disseminated to its participants and to report to the Multiple Listing Service and its members, both before and after the sale, any information concerning price and terms of sale, encumbrances and financing as they may request. You are authorized to list the property on the Internet.

EXCLUSIVE RIGHT TO SELL: This listing shall be designated as an **Exclusive Right to Sell** listing. We authorize the listing broker as the exclusive entity to sell our property but further authorize the listing broker to cooperate with other brokers, including Buyer's brokers, in the sale of this listed property and to compensate such broker out of the commission provided for herein.

NON-DISCRIMINATION: This property is offered without regard to race, color, sex, sexual orientation, creed, religion, national origin, handicap and familial status. I further recognize, authorize and direct that the property be marketed in full compliance with all applicable federal, state and local statutes, regulations and ordinances relating to fair housing.

EARNEST MONEY: It is further understood that out of any forfeited earnest money, 100% shall go to the Seller. The seller agrees to be bound by the terms of the Initial Property Inspection Form of the Iowa City Area Association of REALTORS® relative to property repair issues.

REPRESENTATION: As the Seller, I will furnish to you the information concerning this property via this listing contract and I represent to the best of my knowledge and belief that such information is true and accurate. I further agree to inform you of any changes of this information during this contract period. If it is established that such information and/or representation is incorrect or untrue, I agree to indemnify and hold you harmless from any and all loss, damage or expense in connection therewith, including court costs and reasonable attorney's fees. I agree that at the time of possession, all included fixtures and appliances, furnace and other mechanical equipment will be operation and in good working order, except None

GENDER AND NUMBER: Words and phrases herein shall be construed as in the singular or plural number, as masculine, feminine or neuter gender, as may be indicated by the context hereof.

Owner's Legal Name (Please Print)

Owner's Legal Name (Please Print)

Owner's Signature or Authorized Officer

Owner's Signature or Authorized Officer

Lepic-Kroeger, Realtors

**AGENCY POLICY
DISCLOSURE AND ACKNOWLEDGEMENT FORM**

NOTICE TO SELLERS / LESSORS

1. When Lepic-Kroeger, REALTORS® lists your property for sale or lease:
 - a. When we both list and sell or lease the property, it is the policy of Lepic-Kroeger, REALTORS® to represent both Seller / Lessor and Buyer / Lessee as a Consensual Dual Agent.
 - b. When we are listing company but not the selling / leasing company, it is the policy of Lepic-Kroeger, REALTORS® to represent the Seller(s) / Lessors Exclusively.
 - c. When we are the listing company, it is the policy of Lepic-Kroeger, REALTORS® to submit your listing to the MLS and to reciprocate cooperation and compensation with the selling / leasing brokerage firm.
 - d. **An escrow fee of \$200.00, made payable to Mormon Trek Escrow LLC, will be due at the closing of the property, however no escrow fee will be due on lease transactions.**

NOTICE TO BUYERS / LESSEES

2. When Lepic-Kroeger, REALTORS® writes your purchase agreement / offer to lease:
 - a. When we both list and sell or lease the property, it is the policy of Lepic-Kroeger, REALTORS® to represent both Seller / Lessor and Buyer / Lessee as a Consensual Dual Agent.
 - b. When we are the selling or leasing and cooperating with any other brokerage company and the property is in the MLS, it is our policy to represent the Buyer(s) / Lessee(s) Exclusively.
 - c. **An escrow fee of \$100.00 made payable to Mormon Trek Escrow, LLC, will be due at the closing of the property, however no escrow fee will be due on lease transactions.**
3. The undersigned acknowledges that in a Consensual Dual Agency (when it exists):
 - a. Lepic-Kroeger, REALTORS® will not aggressively represent the interest of either Buyer / Lessee or Seller / Lessor to the detriment of the other party. Buyer / Lessee and Seller / Lessor shall primarily negotiate on their own behalf, and Lepic-Kroeger, REALTORS® shall cease to serve as either Seller's / Lessor's or Buyer's / Lessee's sole and exclusive agent and shall become a Consensual Dual Agent for both parties.
 - b. Lepic-Kroeger, REALTORS® shall not, without prior consent of the Seller(s) / Lessor(s), disclose to the Buyer(s) / Lessee(s) that the Seller(s) / Lessor(s) might accept a price less than the Listing Price or material terms other than specified in the Listing, nor shall Lepic-Kroeger, REALTORS®, without the consent of Buyer(s) / Lessee(s), disclose to Seller(s) / Lessor(s) that Buyer(s) / Lessee(s) may be willing to pay a higher price or accept less favorable terms than indicated in the Buyer's / Lessee's initial offer.
 - c. Lepic-Kroeger, REALTORS® shall not disclose to Buyer(s) / Lessee(s) or Seller(s) / Lessor(s) personal confidences posed by the other. Lepic-Kroeger, REALTORS® shall disclose material adverse facts known except those matters prohibited by law or those reasonably discoverable, such as property condition defects or other related matters affecting property value or desirability.
 - d. Lepic-Kroeger, REALTORS® must inform the Buyer(s) / Lessee(s) or Seller(s) / Lessor(s) that they are not required to consent to dual agency.

The above Lepic-Kroeger, REALTORS® Policy is hereby approved and I/we acknowledge receipt of a copy of this agency disclosure document before any specific assistance was offered by licensee. I hereby approve the Agent to select, prepare and complete all form documents for use incidental to my contemplated real estate transaction.

Date: _____

Client's Name Print

Client's Name Print

Client's Signature

Client's Signature

NOTE THAT THIS IS NOT A CONSENT FORM, IT IS ONLY A DISCLOSURE FORM - 9.14

Consensual Dual Agency Addendum

(Iowa law requires this document to be incorporated and added as a supplement to the purchase / lease agreement)

TO BE SIGNED BY BUYER / LESSEE BEFORE SIGNING OFFER AND TO BE SIGNED BY SELLER / LESSOR BEFORE REVIEWING OFFER. DATE OF PURCHASE AGREEMENT _____

1. DESCRIPTION OF SITUATION

Lepic-Kroeger, REALTORS® has an agreement with the Seller / Lessor whereby Lepic-Kroeger, REALTORS® is Seller's Agent to sell or lease property located at _____

Lepic-Kroeger, REALTORS® is also representing the Buyer / Lessee as the Buyer's Agent to locate property for the Buyer / Lessee to purchase or lease. Buyer / Lessee now wish to make an offer to purchase or lease Seller's property, and both Seller / Lessor and Buyer / Lessee wish to continue to use the services of Lepic-Kroeger, REALTORS® who now is a Consensual Dual Agent.

2. DESCRIPTION OF LEPIC-KROEGER, REALTORS® ROLE

Because Lepic-Kroeger, REALTORS® is acting as agent for both Seller / Lessor and Buyer / Lessee in this transaction; Lepic-Kroeger, REALTORS® shall make every reasonable effort to remain impartial to Seller / Lessor and Buyer / Lessee. However, representing more than one party to a transaction could present some concern since both clients may rely upon the Agent's advice, and clients' respective interests may be adverse to each other. Agent will endeavor to be impartial between Seller / Lessor and Buyer / Lessee and will not represent the interest of either the Seller / Lessor or Buyer / Lessee to the exclusion or detriment of the other.

Seller / Lessor and Buyer / Lessee acknowledge that prior to the time this Consensual Dual Agency was entered into Lepic-Kroeger, REALTORS® acted as the Exclusive Agent of Seller / Lessor and acted as the Exclusive Agent of Buyer / Lessee. In those separate roles, Agent may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Agent.

Seller / Lessor and Buyer / Lessee agree that Lepic-Kroeger, REALTORS® shall not be liable to either party for refusing or failing to disclose information which in the sole discretion of the Agent would harm one party's bargaining position but would benefit the other party.

The following information cannot be disclosed by Lepic-Kroeger, REALTORS® when acting as dual agents without the informed written consent of the client to whom the information pertains:

- A. That the Buyer / Lessee is willing to pay more than the purchase price offered for the property.
- B. That the Seller / Lessor is willing to accept less than the asking price for the property.
- C. What the motivating factors are for any client buying, selling, or leasing a property.
- D. That the Seller / Lessor will agree to financing terms other than those offered.

3. DESCRIPTION OF BROKERAGE SERVICES

A. What Lepic-Kroeger, REALTORS® and its sales associates **CAN DO** for Seller / Lessors and Buyer / Lessees when acting as Consensual Dual Agents: *Provide helpful information about the property and area to Buyer / Lessee. * Respond accurately to questions about the property. *Disclose financial qualifications of Buyer / Lessee to Seller / Lessor. * Explain real estate terms and procedures. *Explain to Buyer / Lessee the benefits of having the property inspected. * Explain closing costs and procedures * Help the Buyer / Lessee compare financing alternatives. *Provide information about comparable properties so Seller / Lessor and Buyer / Lessee may make an educated decision on what price to accept or offer. *Assist with the standard offer form that will include the necessary protections and disclosures for Seller / Lessor and Buyer / Lessee. *Work diligently to facilitate the sale / lease within the scope of our expertise and recommend when outside experts should be retained.

B. Lepic-Kroeger, REALTORS® and its affiliated agents **MUST DO** under Iowa law for Seller / Lessors and Buyer / Lessees when acting as Consensual Dual Agents: *Inform Buyer / Lessees or Seller / Lessors that they ARE NOT REQUIRED to consent to dual agency. * Provide brokerage services to Buyer / Lessee and Seller / Lessor honestly and in good faith. * Diligently exercise reasonable skills and care in providing brokerage services to Buyer / Lessee and Seller / Lessor. *Disclose to Buyer / Lessee and Seller / Lessor all material adverse facts that are known except for the following:

1. Material adverse facts known by Buyer / Lessee and Seller / Lessor.
2. Material adverse facts Buyer / Lessee or Seller / Lessor could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
3. Material adverse facts of the disclosure which is prohibited by law.
4. Material adverse facts that are known to a person who conducts an inspection on behalf of Buyer / Lessee or Seller / Lessor.

C. Account for all property coming into the possession of Lepic-Kroeger, REALTORS® that belongs to Buyer / Lessee or Seller / Lessor within a reasonable time of receiving the property.

D. Disclose to the client all information known by Lepic-Kroeger, REALTORS® that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.

E. Fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that Lepic-Kroeger, REALTORS® has under Iowa licensing law or any other law.

F. Disclose any financial interest the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to said transaction.

4. DESCRIPTION OF SELLER / LESSOR'S AND BUYER / LESSEE'S ROLES

Because of Agent's Consensual Dual Agency relationship, Seller / Lessor and Buyer / Lessee understand that they have the responsibility of making their own decisions as to what terms are to be included in any purchase agreement. Seller / Lessor and Buyer / Lessee also acknowledge that they are aware of the implication of Lepic-Kroeger, REALTORS® dual agency role, and that they have determined that the benefits of entering into a transaction between them and Lepic-Kroeger, REALTORS® outweigh said implications. Seller / Lessor and Buyer / Lessee understand that they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement / lease or to the transaction which is the subject matter of a purchase agreement / lease.

5. IF PURCHASE AGREEMENT / LEASE IS NOT ACCEPTED OR DOES NOT CLOSE

In the event that Seller / Lessor and Buyer / Lessee do not enter into an agreement for purchase and sale / lease of Seller / Lessor's property to Buyer / Lessee, or in the event that the purchase and sale / lease provided for in the purchase agreement / lease between the Seller / Lessor and Buyer / Lessee does not close, then the Consensual Dual Agency role of Lepic Kroeger, REALTORS® will cease and Lepic-Kroeger, REALTORS® will become the exclusive Agent of Buyer / Lessee and Seller / Lessor based on previously agreed terms.

AGENCY DISCLOSURE AGREEMENT

Seller / Lessor and Buyer / Lessee acknowledge and agree that Lepic-Kroeger, REALTORS® is undertaking a Consensual Dual Agency representation in the sale / lease of the above property. Seller / Lessor and Buyer / Lessee have previously been informed of the possibility of a Consensual Dual Agency arising if a Buyer / Lessee working with an Agent becomes interested in a property listed with Lepic-Kroeger, REALTORS®. Having read the type of representation to be provided, Seller / Lessor and Buyer / Lessee consent to this disclosed dual agency and hereby confirm by written signature(s). I/we hereby approve the Agent to select, prepare and complete all form documents for use incidental to my contemplated real estate transaction.

SELLER / LESSOR(S) _____ BUYER / LESSEE(S) _____

Seller / Lessor's Signature

Date

Buyer / Lessee's Signature

Date

*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

June 24, 2016

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

From: Brent Hinson
City Administrator

A blue ink signature of Brent Hinson, written in a cursive style, is placed over the name "Brent Hinson" in the "From:" field.

Re: Municipal Building Alternate Financing Plan

As was previously discussed at the time of FY16 Budget Amendment #2, I have been examining a possible change in approach to financing the Municipal Building projects. To this point, we had envisioned a \$1.8 million issuance for the Fire Station, and a \$700,000 issuance for the City Hall/Police project. However, after updating the numbers and examining things further, I believe we can instead accomplish these projects with \$700,000 issuances for each project, for a total of \$1.4 million in issuances versus the previous plan of \$2.5 million in issuances. While following this plan will really take some doing, it has a number of positive attributes, as I will discuss further below.

The plan relies on several factors not included in previous plans: 1) That the General Fund (GF) balance is very healthy, and could be responsibly capped at \$1 million, with the surplus utilized for these projects; 2) That Local Option Sales Tax collections are above projections, and this surplus could also be utilized; 3) That given the important function of City Hall as the utility office, the Council may be willing to spend \$50,000 from the Water Fund for that project.

The GF balance is projected to be \$1,450,000 at fiscal year-end (June 30). When we began our financial turnaround in 2011 (we were \$500,000 in the hole at that time), we set a goal of achieving 25% of annual revenues in GF balance, which would amount to about an undesignated fund balance of \$900,000. I would instead propose that until these projects are done, we set the GF balance at \$1,000,000, or about 28% of annual revenues, and utilize the surplus for the projects. This would yield \$450,000 right away, and should allow for smaller amounts to go toward the projects in each subsequent fiscal year, through FY19.

Local Option Sales Tax (LOST) has traditionally been used primarily to pay for Police and Fire operations and 25% is required to go to Washington County Mini-Bus. Several years back, we began reducing the amount transferred to the GF in order to instead use some of this toward capital equipment. While this is a good continuing use of the funds, the Police and Fire portions of the projects are eligible for this funding also, and we can responsibly utilize next fiscal year's planned transfers to the Capital Equipment Fund without jeopardizing our ability to pay for equipment in the future (this would mean an estimated ending fund balance at 6/30/17 in that fund of \$159,600). Further, LOST collections have exceeded projections. We will end this year with \$805,865.61 in LOST revenue versus the \$720,000 budgeted.

The Water Fund has many demands on it, but the City Hall project seems like a good use for a small portion of it. In cities with separate municipal utilities, of course, 100% of the facility expenses come from the utility payments. This payment would not be made until FY19, and if sufficient revenues were available from the GF, as seems likely, we would potentially not need to pay from this source at all. However, at this point, I don't feel comfortable enough with the GF numbers to include that as an assumption.

An additional unknown is the level of funding that would be available from competitive grants from the Riverboat Foundation. For this model, I have assumed \$300,000 for the Fire Station and \$150,000 for City Hall/Police, but it is of course an unknown whether that much in funds would be available at the times we would be applying. While the Riverboat Foundation has been very generous to public safety over the years, the reality is that decisions are made grant cycle by grant cycle, rather than certain projects automatically having an "in".

This "pay as you go"-oriented approach has a number of benefits, two of which I'll mention specifically: 1) We will be using less of our debt capacity, which potentially frees up more borrowing capacity for I/I projects or other high-priority items; and 2) It allows us to proceed with the projects without the uncertainty of a referendum, since we will be below the referendum threshold on each project. This second item will reduce costs, and allow us to have a seamless planning process to design two projects that will look and function in a complementary way.

If the Council is amenable to proceeding with this plan, I will develop a resolution for your consideration at the July 5 meeting establishing legislative intent to this effect.

In closing I feel it is important to mention that, as with all our projections to this point, the project costs we have identified are based on concepts, rather than being a fully developed architect's estimate for the specific projects. We hopefully will only have to envision projects of this nature once in a very great while, so it is important above all to get the projects done right, but overall project budget will of course always be a key concern. I really feel that we can do good quality projects with a total budget of \$3.6 million without cutting corners, but I think it is prudent to simply remind you at this time of the inexact nature of the numbers we're currently working with.

City of Washington
Campus Option Project Cash Flow
Pay as You Go Plan

<u>Funding Sources</u>	To date as of		by		by		by		<u>Totals</u>
	<u>06/28/2016</u>	<u>06/30/2016</u>	<u>06/30/2016</u>	<u>06/30/2017</u>	<u>06/30/2018</u>	<u>06/30/2019</u>	<u>06/30/2019</u>		
GO Bond			\$ 700,000.00	\$ 700,000.00		\$ 700,000.00		\$ 1,400,000.00	
Quarterly Riverboat Funds	\$ 225,000.00	\$ 175,000.00	\$ 233,000.00	\$ 233,000.00	\$ 90,000.00	\$ 140,000.00		\$ 863,000.00	
General Funds		\$ 450,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00		\$ 666,000.00	
Competitive Riverboat			\$ 250,000.00	\$ 250,000.00		\$ 100,000.00		\$ 350,000.00	
LOST	\$ 43,163.44	\$ 21,235.76	\$ 157,500.00	\$ 157,500.00	\$ 47,250.00			\$ 269,149.20	
Water Fund						\$ 50,000.00		\$ 50,000.00	
Sum	\$ 268,163.44	\$ 646,235.76	\$ 1,412,500.00	\$ 1,412,500.00	\$ 209,250.00	\$ 1,062,000.00		\$ 3,598,149.20	
Running Total	\$ 268,163.44	\$ 914,399.20	\$ 2,326,899.20	\$ 2,326,899.20	\$ 2,536,149.20	\$ 3,598,149.20			

Project Expenses

Land Acq. & Marketing	\$ 181,471.80		\$ 82,130.00					\$ 263,601.80
Engineering, Legal, Admin			\$ 300,000.00	\$ 209,104.20	\$ 59,048.00			\$ 568,152.20
Fire Station Construction			\$ 830,077.70	\$ 830,077.70				\$ 1,660,155.40
City Hall/Police Const.						\$ 1,106,207.00		\$ 1,106,207.00
Sum	\$ 181,471.80	\$ -	\$ 1,212,207.70	\$ 1,039,181.90	\$ 1,165,255.00			\$ 3,598,116.40
Running Total	\$ 181,471.80	\$ 181,471.80	\$ 1,393,679.50	\$ 2,432,861.40	\$ 3,598,116.40			
RV over XP	\$ 86,691.64	\$ 732,927.40	\$ 933,219.70	\$ 103,287.80	\$ 32.80			

THE CITY OF WASHINGTON
"Cleanest City in Iowa"

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



P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

June 24, 2014

Mayor and Council,

Since 2002 the Washington Municipal Code has been updated in house in a word document. Over the last few years the size of the Code has grown to well over 1,000 pages. Keeping the formatting, indexing, and organization has been increasingly difficult and is time consuming.

The City is past the stage where an accurate and professional document can be done in house. Iowa Codification did the original Code and can produce a professional update and create an online presence that will be available to everyone. The City has so much going on now that an accurate and easily accessible copy of the Code is essential.

Money has been put in the budget to get started on the project. It is going to take some time to get the finished document and the cost will be spread out over a couple of fiscal years.

As you can see from their letter, we will have an accurate and professional Code when they are finished.

Iowa Codification, Inc.

Ordinance Codification Services

May 16, 2016

City of Washington
c/o Illa Earnest, City Clerk
PO Box 516
Washington, IA 52353

Dear Illa:

Thank you for sending the City's Code of Ordinances. After reading through the code, we found some inconsistencies between the Washington Code and the Code of Iowa. A few examples include:

For example:

- 1) 1.10 Standard Penalty – The Washington Code provides for \$100, the State Code limit for misdemeanors was amended in 2009 to \$625.
- 2) 4.03 Penalties – The Washington Code provides for standard civil penalties as \$250 and \$500, and State Code was amended in 2003 to \$750 and \$1,000.
- 3) 17.03 (1) Exercise of Power – The Washington Code provides a limit of \$10,000, and in 2007, the State Code amended the limit to \$100,000.

We presume that your intention for updating the City's code is to not only supplement uncodified ordinances, but also make its content consistent with State Code provisions.

The project we are proposing would not only include the supplementation of uncodified ordinances No. 1030-1047, but also incorporates State legislative changes and city-requested updates. We will also provide the necessary proceedings for you to adopt the new Code of Ordinances.

Because of the comprehensive scope of such a project and the number of code pages that will change, we suggest that entirely new code books be prepared.

A new code project includes:

- Creating a new Washington code to include a table of contents, chapters grouped by subject matter and separated with dividers, cross-referenced content and an index.
- Ensuring content is up-to-date and consistent with the *Code of Iowa*.

610 Buddy Holly Place • P.O. Box 141 • Clear Lake, Iowa 50428

Phone: 641-357-7596 • Fax: 641-357-7561

www.simmeringcory.com • www.iowacodification.com

- Adding *Code of Iowa* references citations within the code.
- Removing or modifying local regulations that are no longer actually being practiced or enforced.
- Supplementing uncodified ordinances No. 1030-1047.
- Supplying up to 15 sets of your new Code of Ordinances contained in 3-ring binders.
- Sending a digital copy of the completed project.
- Providing proceeding documents for adoption of the updated Code.

The cost to produce the new code would be \$9,500. Usually this process takes about one year, so the price is spread out over more than one fiscal year, with forty percent due as a down payment, forty percent due as a draft payment, and the balance due when the new code books are shipped.

This proposal is valid for 90 days.

Preparing new code books is only the first step in our partnership. Once the new code is adopted it can be kept current through the ongoing services listed below. Specifically regular supplements of City-enacted ordinances and incorporating the legislative updates as they become available.

WHAT MAKES IOWA CODIFICATION DIFFERENT? ONGOING CLIENT SERVICES!

- ◆ **SUPPLEMENTS.** To help our clients keep their codes up-to-date, for a fee, we offer a supplement service. As local ordinances are adopted, we codify them into the proper places in the code book. Cities receive digital and hard copy supplements. In addition, we provide a supplement record page listing all the codified ordinances.
- ◆ **LEGISLATIVE UPDATES.** An additional service which we make available to our clients is our annual legislative update. Once a year we send a list of bills that have been passed by the Iowa General Assembly and which impact the City's code. We then offer to prepare the necessary amending ordinances needed to incorporate the legislation into the City's code, and once the ordinances have been adopted, we codify them into the code. We believe the cost of this service is very economical, but its price varies each year depending on the amount of legislative action that has occurred. Here is the cost of legislative changes for the past five years, assuming a City purchased all the changes we offered:

2011	\$	-0-
2012	\$	650
2013	\$	400
2014	\$	1000
2015	\$	450

We recommend purchasing legislative change amendments each year in order to keep the City's code up-to-date. There is no annual fee. The cost depends on the number of ordinances to be supplemented and which updates the City wishes to order.

- ◆ SAMPLES. Another service we provide is sharing sample ordinances compiled from working with our clients. For instance, if Washington was having problems with parking during snow removal and was not satisfied with the current regulations, you could ask us to send you samples of how other cities handle the situation. In this case, we would have more than 20 samples to share.
- ◆ CUSTOMER SERVICE. We act as a long-term partner and a resource for our Clients.
- ◆ ONLINE SERVICES. Once an update project is completed, for an additional fee, we can also assist the City with posting their Code of Ordinances and/or Council minutes online.

As you may know, we have provided codification services to cities in Iowa for nearly 30 years. We hope to partner with you to update and maintain Washington's Code. Please do not hesitate to call me if you have any questions.

Sincerely,



Alice Futrell
Iowa Codification, Inc.
641-357-7596
641-355-4076 Direct Line
alice.futrell@iowacodification.com

Iowa Codification	Comprehensive Update and Adopt New Code
Cost	Estimated \$ 9,500
All pages printed to replace existing code pages.	✓
Washington ordinances 1030-1047 added to code books.	✓
State of Iowa legislative changes added to code books.	✓
Code Editor Report with questions and suggested changes.	✓
City-requested revisions or edits.	✓
Proceedings and instructions to adopt the Code.	✓
Digital copy of the Code upon completion of the project.	✓

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

June 24, 2016

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: West Buchanan Traffic Flow

As the Council is aware, the Business Park project is well underway, and is actually running ahead of schedule. The paving crew will be on site starting next week. This project offers many positives to our community, as well as fitting nicely into our future road network planning. However, one item that needs to be considered with the change in status quo brought by the project is how the Council wants to handle traffic on West Buchanan Street.

A new gravel road, which forms most of the base of the new West Buchanan Street, was constructed in 2011 from Highway 1 to the existing wastewater facility road. Previous to the construction of this road, the only option for accessing the WWTF was via the other end of West Buchanan by Elm Grove Cemetery, using a street that is sealcoat, and then goes to gravel. With the construction of the new access and the completion of the WWTF project, the Council reviewed this issue, and opted to leave the new road closed for the time being so as to not encourage thru traffic on a road system that is not built for that purpose. See attached for my memo to the Council at that time.

The Business Park project includes construction of turn lanes on Highway 1 and paving of West Buchanan all the way to the WWTF road. As we are hoping to get new businesses to locate along the road and have invested a great deal of money in paving and other infrastructure, it seems obvious that this portion will need to be opened up. However, a decision will need to be made as to whether we now consider closing the gravel portion west of Elm Grove, or whether we open everything up and allow it to be used as a de facto thru route. Either approach has some significant drawbacks.

In the case of closing the gravel portion west of Elm Grove, people bringing yard waste to the WWTF would need to be reoriented towards using Highway 1 instead of coming thru town. This would likely be received negatively, at least at first, since people have been

using this route for many years, and would now have to make sure they secured their loads for driving down the highway, rather than being able to drive across town at slower speeds. It would also make getting to the site from the south side of town more of a hassle, since a major reason we are improving the West Buchanan/Avenue E/Sitler corridor is that there is virtually no connectivity currently between the south side of town and Highway 1.

Opening the whole route up also has significant disadvantages. It will be impossible to prevent people from using it as a thru route, as people have any time the whole route has been open, and the gravel and sealcoat portion of West Buchanan and the sealcoat portion of Avenue E are in poor condition and not made for significant traffic. This will lead to increased maintenance costs and potentially anger neighbors not happy with road conditions (they already aren't happy). Again, this is a major reason why we are improving this entire corridor. The actual future improvements themselves are another reason to not allow thru traffic. When Avenue E is reconstructed (currently planned for next year) and West Buchanan is paved from the WWTF road to Avenue E (most likely in 2020 or 2021), we would need to shut down thru traffic anyway.

Given all of the items I have mentioned, I would probably lean toward closing the gravel portion west of Elm Grove. I think this is the lowest-risk option. However, I do also see the drawbacks of that approach and the benefits of opening up thru traffic.

I look forward to discussion at the meeting.

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



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

Memorandum

December 14, 2012

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 typed name of Brent Hinson.

Re: WWTF Road Status

As Council is aware, a new gravel road was constructed in 2011 from Highway 1 to the existing wastewater facility road (or West Buchanan), which is designed to be the base for a future paved street. This new road was designated for WWTF construction only and is actually owned by the contractor during the project, but inevitably, when gates at both ends have been open it has been used by the public as a through street. The "old" portion of the wastewater facility road is not designed at all to be a through street, and the staff and I believe it would be inadvisable to leave the road open until significant improvements are made on West Buchanan, South Avenue E and Sitler Drive (at least to South Avenue B). None of the streets listed has adequate design to serve as a route for through traffic.

If the Council agrees that we should not allow a through route at this time, it also needs to decide from which direction traffic will be allowed. The staff recommendation is that traffic should only be allowed on the old road and that the new road be closed for the time being. There are several reasons for this: 1) The old road provides the access closest to the main part of town, and would be the shorter route for most residents to access the yard waste site; 2) Residents are used to using this route to access the yard waste site; and 3) This would reduce the disruption that might occur to traffic while the new industrial park is under construction and provide maximum flexibility to the City.

Also, council will need to discuss how to limit access if the new part of the road is closed. There are currently gates at the western end near Highway 1, and we can arrange to keep them in place. We would then need to post "Dead End" or similar signage at the junction between the old road and new road where the old road turns into the plant.

I have attached an aerial map for your review.



To see all the details that are visible on the screen, use the "Print" link next to the map.

COPY



RESOLUTION NO. _____

A RESOLUTION RESCHEDULING A REGULAR COUNCIL MEETING

WHEREAS, the City Council has set the 1st and 3rd Tuesdays of each month as regular meeting dates by previous Resolution; and

WHEREAS, the Council has discussed moving the first August meeting this year due to scheduling conflicts including a special election called by the Council:

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

Section 1. The regular Council meeting to be held August 2, 2016, is hereby moved to Monday, August 1, 2016 at 6 PM.

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

PASSED AND APPROVED this 28th day of June, 2016.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk