

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 20, 2016

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, September 20, 2016 to be approved as proposed or amended.

Consent:

- 1. Council Minutes 09-06-2016
- 2. Cahoy Pump, Well #7 Pump Replacement, \$47,890.91
- 3. Fox Engineering, Elevated Water Storage Tank, \$2,315.00
- 4. Fox Engineering, WWTP Improvements, \$22,762.80
- 5. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$5,750.00
- 6. Fox Engineering, Well Pump #7 Replacement & Electrical Modifications, \$2,801.25
- 7. Coldspring, New Columbariums, \$11,872.12
- 8. Snyder & Associates, Washington Airport GIS, \$653.40
- 9. Bolton & Menk, Airport Parking Apron, \$39,835.00
- 10. A & R Land Services, Professional Services, Pay App #7, \$634.28
- 11. Department Reports.

Consent - Other:

Claims and Financial Reports:

Claims as Presented.

Financial Reports.

SPECIAL PRESENTATION

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

NEW BUSINESS

Discussion of Contract for Joint City/County Recycling Center.

Discussion of S. Iowa Ave/Sitler Drive Parking Changes.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Public Hearing – Proposals for Demolition of House and Garage at 521 North Avenue D.

Discussion and Consideration of Resolution Awarding Contract for Demolition of House and Garage at 521 North Avenue D.

Discussion and Consideration of a Resolution Authorizing Park Board Application to Riverboat Foundation for Grant Funds.

Discussion and Consideration of the First Reading of an Ordinance Amending Chapter 155 to Adopt 2015 International Codes.

Discussion and Consideration of a Resolution Approving Electrical Facilities Extension Agreement – Business Park.

Discussion and Consideration of a Resolution Setting a Public Hearing to Vacate and Offer for Sale a Plated Portion of the 1500 Block of East Madison Street.

Work Session - Business Park Lot Sales.

DEPARTMENTAL REPORT

Police Department City Administrator City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor Brendan DeLong Kerry Janecek Jaron Rosien Kathryn Salazar Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 09-06-2016

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, September 6, 2016. Mayor Johnson in the chair. On roll call present: DeLong, Janecek, Rosien, Salazar, Youngquist. Absent: none. Vacant: one.

Motion by Rosien, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, September 6, 2016 be approved as proposed. Motion carried.

Consent:

- 1. Council Minutes 08-16-2016
- 2. Caldwell Tanks, Elevated Water Storage Tank, Pay App #11, \$73,034.67
- 3. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$6,680.10
- 4. Sitler's Supplies, LED lighting Maintenance/Construction Shop, \$6,365.00
- 5. IMWCA, Premium Payment #4, \$9,673.00
- 6. Veenstra & Kimm, Industrial Park Rise Improvements-Design Services, \$476.00
- 7. Veenstra & Kimm, Industrial Park Rise Improvements General Services, \$643.00
- 8. Snyder & Associates, Rehabilitation Runway 12/31, \$34,944.75
- 9. A & R Land Services, Inc., ROW Services for Hwy 1 Water Main Project, \$1,678.80
- 10. A & R Land Services, Inc., ROW Services for Hwy 1 Water Main Project, \$325.00
- 11. Altorfer, Inc., Caterpillar Wheel Loader (purchase approved by council 06/21/16, \$113,960
- 12. Kevin D. Olson, Professional Services, \$1,190.88
- 13. Pizza Hut of Washington, 1018 W. Madison Street, Special Class C Liquor License (BW) (Beer/Wine), (renewal)
- 14. Washington Community Theater, Inc., 2227 250th Street, Special Class C Liquor License (BW), 5 day, (new)
- 15. Department Reports.

Consent - Other:

DeLong Construction, Industrial Park Rise Improvements, \$401,915.58 DeLong Construction, Sitler Drive & S. Ave. H Project, \$50,230.29

Motion by Rosien, seconded by Youngquist, to approve the consent agenda. Motion carried.

Motion by Rosien, seconded by Salazar, to approve the consent agenda - other. Motion carried. DeLong abstained with conflict.

Motion by Rosien, seconded by Janecek, to approve payment of the claims except those for DeLong Construction. Motion carried.

Motion by Rosien, seconded by Salazar, to approve payment to DeLong Construction. Motion carried. DeLong abstained with conflict.

Mayor Johnson designated Monday, October 31, 2016, as Trick or Treat Night in Washington. Hours will be 6:00 p.m. to 8:00 p.m.

Motion by Salazar, seconded by Rosien, to approve the request from Lincoln School for their Bike-a-thon on September 16 from 1:00 p.m. to 3:00 p.m. Motion carried.

Presentations from the Public:

Steven Gault, 102 S. 15th Avenue, came before council with comments on several subjects.

Jim Buitendorp, 627 W. 2nd Street, came before council with nuisance concerns at a neighboring property.

Ted Drain, 655 W. Buchanan Street, came before council to speak in favor of closing the street going on to the wastewater plant.

Kathy Bishop, 647 W. Buchanan Street, came before council to speak in favor of closing the street going on to the wastewater plant.

Motion by Salazar, seconded by Rosien, to approve the FY16 Final Budgeted Transfers. Motion carried.

Motion by Rosien, seconded by Janecek, to approve Change Order #4 in the amount of \$54,475.67 for the Washington Business Park. Motion carried. DeLong abstained.

Motion by Rosien, seconded by Youngquist, to approve Setting a Public Hearing for Tuesday, September 20, 2016, at 6:00 P.M. on Demolition Bids for 521 N. Avenue D. Motion carried.

Motion by Salazar, seconded by Janecek, to proceed with planning for a central site pickup for a Fall Cleanup at the Wastewater Treatment Plant. Motion carried.

Mayor Johnson announced that now is the time for the public hearing on Authorization of a Loan Disbursement Agreement and the Issuance of Notes--\$507,000 Planning and Design Loan (Water Treatment Plant Improvements). No written or oral objections were received.

Motion by Salazar, seconded by Rosien, to close the public hearing. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist. Nays: none. Vacant: one. Motion carried.

Motion by Rosien, seconded by Youngquist, to approve the Resolution Instituting Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$507,000 Water Revenue Capital Loan Notes. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist. Nays: none. Vacant: one. Motion carried. (Resolution No. 2016-083)

Motion by Salazar, seconded by Youngquist, to approve the Resolution Authorizing the Issuance of \$6,400,000 Revenue Bonds – Series 2016 –United Presbyterian Home. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist. Nays: none. Vacant: one. Motion carried. (Resolution No. 2016-084)

Motion by Salazar, seconded by Janecek, to approve the Resolution Closing a Road to Public Traffic – West Buchanan Street. Roll call on motion: Ayes: DeLong, Janecek, Salazar, Youngquist. Nays: Rosien. Vacant: one. Motion carried. (Resolution No. 2016-085)

Motion by Youngquist, seconded by DeLong, to approve the Resolution Approving a Use Agreement for Snow Parking Area with Marion Avenue Baptist Church. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist. Nays: none. Vacant: one. Motion carried. (Resolution No. 2016-086)

Motion by Salazar, seconded by Rosien, to approve a Resolution Adopting Assignment of TIF Rebate Payments – Reserves at Briarwood. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist. Nays: none. Vacant: one. Motion carried. (Resolution No. 2016-087)

Council took a10 minute recess at this time.

A work session with discussion by council, mayor, city staff and Ed Raber, WEDG Director, concluded the meeting agenda.

Motion by Salazar, seconded by Rosien, that the Regular Session held at 6:00 P.M., Tuesday, September 6, 2016 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

CONTRACTOR'S APPLICATION AND Certificate for Payment

1

		rage 1 01 2
	From (Contractor): Cahoy Pump Service	Distributon to: X Contractor
Project: Washington Well #7	24568 150TH ST.	_ Owner
	SUMNER, IA 50674	
Owner's Project No.: 16110	Contractors Project No.: 3424-16B.440	Engineer's Project No.: WD 140188
For (Contract): New Submersible Well Pump At Well		
7	Application No.: 1 Corrected #2	Application Period: 6/28/16 - 8/26-16

#	DATE APPROVED ADDITIONS	ADDITIONS	DEDUCTIONS		1. ORIGINAL CONTRACT PRICE	69	\$ 60,945.00
		12			Net change by Change Order	64	(7,588.58)
C01	8/1/2016		(7,588.58)		. CONTRACT SUM TO DATE (line 1 + line 2)	S	53,356.42
			0	4	. TOTAL COMPLETED AND STORED TO DATE	69	50,411.48
			0	4,	5. RETAINAGE:		
					a. 5% of completed work (D+E)	49	2,520.57
					b. 5% of Stored Material (F)	₩	i
					Total Retainage (5a+b or Total in column I)	S	2,520.57
				9	6. TOTAL EARNED LESS RETAINAGE (line 4-line 5 total) \$ 47,890.91	S	47,890.91
				7	. LESS PREVIOUS PAYMENTS (line 6 prior cert.)	€9	1
	TOTALS		0	8	8. AMOUNT DUE THIS APPLICATION	69	47,890.91
	NET CHANGE		0 S (7,588.58)	6	9. BALANCE TO FINISH, PLUS RETAINAGE (line 3-line 6 \$	65	5,465,51

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge Information and belief, the Work covered by this Application for Payment has been Completed in accordance with the Contract Documents, that all amounts have been paid By the Contractor for Work for which previous Certificates for Payment were issued and Payments received from eh Owner, and that current payment shown herein is now due.

CONTRACTOR: Cahoy Pump Service	Owner:
y: Alga Smith Date: 9-8-16	By:



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

40411

Date

08/30/2016

Project 342414A Washington Elevated Water Storage Tank

Professional Services for the Period of 07/31/2016 to 08/27/2016

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design		26,700.00	100.00	26,700.00	26,700.00	0.00
Final Design		32,500.00	100.00	32,500.00	32,500.00	0.00
Bidding & Negotiation		10,400.00	100.00	10,400.00	10,400.00	0.00
Construction Administration		46,300.00	95.00	41,670.00	43,985.00	2,315.00
Construction Staking		2,700.00	100.00	2,700.00	2,700.00	0.00
	Total	118,600.00	98.05	113,970.00	116,285.00	2,315.00

Invoice total \$2,315.00



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

40397

Date

08/30/2016

Project 342416A Washington Water Treatment Plant Improvements

Professional Services for the Period of 07/31/2016 to 08/27/2016

Lump Sum Phases						
Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design		126,460.00	70.00	65,759.20	88,522.00	22,762.80
Final Design		177,830.00	0.00	0.00	0.00	0.00
Bidding		16,780.00	0.00	0.00	0.00	0.00
	Total	321,070.00	27.57	65,759.20	88,522.00	22,762.80

Invoice total

\$22,762.80

Approved by



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

40467

Date

08/30/2016

Project 204515A Washington Sanitary Sewer Collection System Evaluation

Professional Services for the Period of 07/31/2016 to 08/27/2016

Lump Sum Phases					
Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection & Kickoff Meeting	5,500.00	94.00	5,170.00	5,170.00	0.00
Southeast Drainage Basin Sanitary Sewer Mapping	12,500.00	100.00	12,500.00	12,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Modeling	12,000.00	90.00	7,800.00	10,800.00	3,000.00
Southeast Drainage Basin Rehabilitation Report	27,500.00	35.00	6,875.00	9,625.00	2,750.00
Total	57,500.00	66.25	32,345.00	38,095.00	5,750.00

Invoice total

\$5,750.00

Approved by:_



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

40410

Date

08/30/2016

Project 342416B Washington Well 7 Pump Replacement & Electrical Modifications

Professional Services for the Period of 07/31/2016 to 08/27/2016

Lump Sum Phases						
Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design		12,408.25	100.00	12,408.25	12,408.25	0.00
Bidding		2,912.00	100.00	2,638.00	2,912.00	274.00
	Total	15,320.25	100.00	15,046.25	15,320.25	274.00
Standard Hourly Rate Phases						Billed Amount
Construction Administration					-	
Professional Fees						2,329.00
Reimbursables						198.25
			Phase subto	otal	-	2,527.25
					r <u>e</u>	
					Invoice total	\$2,801.25

Approved by:



Invoice

Page 1 of 1

Bill To:

Account #:

202726

Invoice #:

1004561

ELM GROVE CEMETERY/CITY OF WASHINGTON

Invoice Date:

9/13/2016

1101 SOUTH AVE E

Due Date:

10/13/2016

PO BOX 516

Payment Terms:

N30

WASHINGTON, IA 52353

Net 30

Job #: 1003287

Job Name: TWO - 80 NICHE COLUMBARIUMS

Job Location: WASHINGTON, IA

Customer Ref:

Contract Billing Item Description:	ORIO	GINAL CONTRACT		
Contract Billing Item Amount:	\$ 23,	395.06		
Total Complete		Less Prior Billed		
\$ 23,395.06		\$ 11,522.94	Amount Billed Now:	\$ 11,872.12
Tax Information: Code, Name, City, St	ate, Zi	p, Country and County		7,0.2
EXEMPT ELM GROVE CEMETE	RY/CIT	TY OF WASHINGTON		
WASHINGTON, IA 52353	US	WASHINGTON	Tax Billed Now:	\$ 0.00

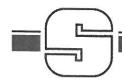
Thank you for your business	Amount Billed Now Subtotal:	\$ 11,872.12 USD
	Tax Subtotal:	\$ 0.00 USD
When remitting payment to the below address,		
please include your Account # and Invoice #.	Invoice Total:	\$ 11,872.12 USD

PLEASE REMIT TO THIS ADDRESS:

Coldspring

PO BOX 71037, CHICAGO, IL 60694-1037

Note: To deduct the sales tax, an exemption certificate or resale certificate must be included with payment.



SNYDER & ASSOCIATES, INC.

OWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 31, 2016

Washington Airport Commission PO Box 516 Washington, IA 52353

Invoice No:

109.1021.01A - 20-

FINAL

Project	109.1021.01A	Washii	ngton Munic	ipal Airp	ort AGIS			
Professional Serv FINAL INVOICE	vices through August 3	1, 2016						
Lump Sum Fees								
Amt invoiced a Basic Services Total Fee	and paid Proj # 110.0714 s		Contract Amount -1,480.00 92,517.00 91,037.00	% Compl 100.00 100.00	Total Billed to Date -1,480.00 92,517.00 91,037.00	Previous Billed -1,480.00 91,863.60 90,383.60	Current Billed 0.00 653.40 653.40	
19			Total F	ee				653.40
					Amount Du	e this Invoice		\$653.40
Billings to Date	91	Total 1,037.00	90,38	rior 3.60	Current 653.40			
Snyder & Associat	es, Inc.	Mx	ha	L. L.	1			
		301	Mark Land 600 - €	.,	102			
		EXF		Initi / /3	7	d-		

Vender # ____ Date Rec. 9-12-16

Due Date _____ Inv # ____



BOLTON & MENK, INC.

Please Remit To:

Bolton & Menk, Inc.

1960 Premier Drive | Mankato, MN 56001-5900 507-625-4171 | 507-625-4177 (fax)

www.bolton-menk.com

Consulting Engineers & Surveyors









City of Washington 1625 South Airport Road Washington, IA 52353

July 30, 2016

Project No:

T51.109617

Invoice No:

0193255

Washington Airport/Construct Apron

Design and Construct Aircraft Parking Apron

Design (001)

Preliminary Layout, Design Survey, Soils Report, and Design - Ready for Bidding

Fee

Total Fee

65,320.00

Percent Complete

100.00 Total Earned

65,320.00

Previous Fee Billing

31,680.00 33,640.00

Current Fee Billing **Total Fee**

33,640.00

Total this Task

\$33,640.00

Bid Administration (002)

Direct Bidding Phase, Distribution of Project Documents, Take Bids, and Recommend Award

Fee

Total Fee

5,360.00

Percent Complete

100.00 Total Earned

5,360.00

Previous Fee Billing

3,040.00

Current Fee Billing

2,320.00

Total Fee

Total this Task

2,320.00 \$2,320.00

Construction Phase (004)

Description: Assist with Grant Application, Grant Administration, and Construction Observation

Professional Services

Project Manager

Hours

Amount

Totals

25.00 25.00 3,875.00 3,875.00

Total Labor

3,875.00

Total this Task

\$3,875.00

Total this Invoice

\$39,835.00

A & R Land Services, Inc.

Invoice No. WASH-HWY1-16-7

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

City of Washington, Iowa, c/o Brent D. Hinson

215 East Washington Street

Customer

Name

Address

INVOICE =

9/2/2016

WASH-HWY1-2016

Date

Order No.

City	Washington State IA ZIP 523	353	
Phone	319-653-6584		
Qty	Description	Unit Price	TOTAL
	JULY 2016 (Water Main Easement Parcels)		
7	ROW Services for City of Washington, Iowa Highway 1 Water Main Project	\$65.00	\$455.00
332	Mileage for project trips taken. Color copies/printing. Black and white copies/printing. Abstractor/Courthouse Fees Postage Recording Fees	\$0.540 \$0.50 \$0.10 \$1.00 \$1.00 \$1.00	\$179.28
Pa	ayment Details	SubTotal SubTotal Shipping & Handling	\$634.28 \$0.00
	Cash Check	Taxes Iowa	
0	Credit Card	TOTAL	\$634.28
Name CC#		Office Use Only: Cus charged 1.5% interes any invoices past due	t per month for

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

WWTP report September 20, 2016 Council meeting

- After hour alarm and dog call outs
 - 3rd dog call, Safety Center reported a dog to be picked up at 415 W Main, 9:45 a.m. Parker 4th dog call, Safety Center reported a dog to be picked up at Super Wash, 7:33 p.m. Parker 13th dog call, Safety Center reported a dog to be picked up at Apts on W Adams, 6:00 p.m. Parker 14th WWTP, high priority alarm, 6:30 p.m. Jason 15th dog call, Safety Center reported dog to be picked up at 325 W Madison, 6:52 p.m. Parker
- **Dept Head meetings** I attended the meetings on the 6th & 14th.
- SASSO safety meeting Parker, Jason, and I attended the safety meeting in Washington on the 7th. The topics were Bloodborne Pathogens/Hazardous Communication. We earned CEU's for this training to be used for renewal of our WW operator licenses.
- City of Washington Dog pound Facebook page Parker setup a Facebook page for the dog pound. This will allow people to see what dogs are at the pound and help owners claim their dogs.
- Iowa Pump Works (IPW) IPW was here on the 6th to perform our annual pump service agreement. A total of ten (10) pumps were inspected. IPW found both pumps at the East EQ were dead grounded. When one of the pumps was pulled up and out of the wet well IPW found it had a leaking upper seal. This causes the pump motor to lose all of its oil. IPW removed the pump to take back to their shop for repairs. The repair estimate is three thousand one hundred sixty four dollars and eighty one cents (\$3,164.81). IPW also determined the north pump at the Underpass lift station is getting near replacement. The north pump is very old and parts are obsolete so IPW recommends replacement sometime soon. We have a used pump from the old WWTP that will work for this replacement. I had IPW take the used pump back to their shop for an evaluation to make sure the pump is ready for installation since it has been sitting around for years. The used pump checked out good so no repairs are needed. Parkside Estates had some minor electrical issues in the control panel. IPW will bring some used parts back with them when they return the two (2) pumps they are working on. Lexington lift station and the WWTP West EQ pumps all checked out good.
- Iowa Workforce Development/Division of Labor Services (IDLS) inspector An insurance inspector from Traveler's Insurance inspecting on behalf of the IDLS was at the WWTP on the 2nd to inspect the two (2) eighty (80) gallon water heaters. Both passed the annual inspection. We'll be receiving the certificates for each water heater. The certificates are required to be posted on the water heater. The cost for the inspection and the annual certificates was \$80.00
- SBR #4 Waste Activated Sludge (WAS) automated valve This automated valve is used to remove solids from the SBR basin during the decant cycle. It was faulting out and not opening in the auto mode when it was suppose to. Jason was able to make some adjustments and got it back to normal operation.
- WWTP August 2016 Discharge Monitoring Report (DMR) Average daily flow 2.411 million gallons (mg), maximum daily flow 4.615 mg, minimum daily flow 1.548 mg. There were no violations of the WWTP's NPDES discharge permit. Total precipitation for August 2016 = >6.85" (recorded at the WWTP).

CBOD5 removal 85% required result = 100% Influent CBOD5 monthly average = 100% The sum of the

TSS removal 85% required result = 98.6%Influent TSS monthly average = 83.2 mg/LEffluent TSS monthly average = 1.2 mg/L

- Saturday mornings We will be open on Saturday mornings from 7:00 a.m. to 10:00 a.m. on the following dates: October 22nd & 29th /November 5th, 12th, & 19th so Washington residents can bring out their yard waste and tree trimmings.
- Cost estimate letters to area manure contractors I sent out letters to four (4) area manure contractors. This project is for the land application of the treated bio-solids from the new bio-solids storage basin. I requested the cost estimate letters be returned by 4:00 p.m. on October 7, 2016.
- Mowing Trying to keep up in between showers with the JD mower and LS tractor & bush hog mower.
- Parker Is in the process of being vaccinated with the pre-rabies vaccine in case he gets bitten by a rabid animal. He received the first of three shots on September 15th.
- Toxic gas monitors Jason calibrated the WWTP's and M/C's toxic gas monitors on the 13th. These monitors are used for Confined Space entry.

Fred E. Doggett 9/16/2016 10:24 AM

Maintenance and Construction Report

8/27/16-9/9/16

STREETS: M/C Personnel cold mixed a few areas, mowed some shoulders and trimmed some trees causing visibility issues. The street sweeper operated until a hydraulic leak causing some needed repairs. Personnel poured 30 yards of concrete in numerous paving projects on previously excavated locations.

WATER DISTRIBUTION: M/C Personnel repaired a water main break in front of 434 East Harrison St, 4 inch CIP that had been the issue with the Water Plant having a hard time keeping up with demand. This marks the 7th main break of the year.

SEWER COLLECTION: M/C Personnel loaded up Pipe Tech Scan and View to the sewer camera monitor with an updated version. Personnel continued work in the SE Basin for FOX engineering to help in developing the model.

STORM SEWER COLLECTION: M/C Personnel closed off the underpass on North 2^{nd} Ave for heavy rains. Personnel inspected storm lines for a possible water leak.

MECHANIC/SHOP: M/C Personnel finished up engine repair on 301, FD #2 (replace alternator which was under warranty and high idle issue with air leak problem), street sweeper (examining hydraulic leaks motor and hose, hopper belt and bushings and dirt shoe deflector pins replacement), 502 (flat tire), serviced PD undercover and monthly fuel report.

OTHER: M/C Personnel continued yard waste and bag pick up (total bags YTD 1,150). Personnel attended a safety meeting on Hazardous Communications and Blood Bourne Pathogens. Personnel responded to 54 One Call Locates.

Please note that this report does not include every task M/C personnel performed, but shall be a highlight of our work performed as a department.

Washington Volunteer Fire Department September 7,2016

July Fires

 12 City fires
 2230.00

 7 rural fires
 1490.00

 0 Drill
 000.00

 19 fires
 3720.00

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved.

Treasure report was read.

Kevin Shultz made a motion to pay all bills against the department. Seconded by Zach Thomas. Motion passed

Committees; Social; snacks after meeting

Golf Tournament was Aug. 28 won by Kalona. We made 1287.15 Next 8/27/17

Fire Prevention is planned Go to schools Oct. 11 & 12.

October meeting will be changed to October 12.

Hose testing went well thanks for all the help, we had 2 hoses fail.

Rescue

Communication: Thank you from Country Club for having tournament there.

Thank you from Roselene Lowe and donation of \$15.00.

Thank you from Premier Sheep and a donation of \$500.00. for fire training Thank you from Farm Bureau for cooking pancakes at the fair. \$100.00 donation Thank you from Eastern Iowa Tractor and \$250.00 donation for helping on the

tractor ride.

Donations from Leigh Wolf of \$150.00 and Phil and Pam Perdock of \$250.00 to buy pet rescue equipment.

Applications: We are still short one member.

Next County meeting will be in Wellman.

Kirkwood fire school is in September. 3 firefighter signed up.

Rehap Ron See is helping. Next drill is September 21.

FF I is complete waiting on results .

Tour of new auditorium at high school is coming up.

Football Hero Nite is September 16. parade at 4. seating at game in end zone.

Physicals will be November 15 from 4-7pm and 16 from 8-10am

Need help putting up flag Sept, 11 at 8am.

Benefit for Jim Steward September 25 from 4-7 pm

Mud Run September 10 1pm truck needed Jase and Kevin

Discussion of calls: Bob Bonar was proud of the way the fire and rescue handled things at fatal 1050

Everyone needs to work on training hours all year.

Everyone needs to get direct deposit.

No other business, roll call taken meeting adjourned.

Secretary

Tom Beauchamp

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

Park Board Members: Kevin Caldwell Donald Pfeiffer Larry Bartlett



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

Parks Superintendent: Nick Pacha

August City Council Update - Parks Department

- RAGBRAI prep & clean up was finished at the end of July. It was a very busy time for the Parks Department preparing Sunset Park, North Park, and Water Tower park. We assisted in portable toilets, shower trucks, watering stations, sanitation. Cleanup went well and the committees did a great job with planning and cleanup.
- The outdoor pool was closed on Saturday August 27 with the Dog swim benefiting Paws & More was held on Sunday August 28.
- We have several maintenance items we will address on the pool when it is drained. We need to replace a main water valve in the mechanical room, resurface the diving boards, replace some loose and broken tiles in the pool, and do some crack sealing along with the regular winterization of the pool and bath house facility.
- ACCO our pool and chemical supplier came in on Tuesday August 30, preformed an air scour on the sand filters. This was supposed to happen earlier in the year but with scheduling issues and lack of time when the pool isn't being used we were able to do it after season. It went well and should help keep the water quality good and extend the life of the filters at the pool
- ACCO will come back at a later date and help winterize portions of the pool.
- The new dog park toy which was purchased earlier in the summer is now installed at the dog park.
- Assisted with several events at Central Park including two car shows, concerts, farmers markets.
- Fertilized grass at Central Park
- Met with YMCA and WASP about use of soccer fields.
- We will be tearing up and re-seeding the grass area in front of the bandstand this fall.
- Attended two Parks Board meetings, RAGBRAI follow up meeting, and Department head meetings.
- We are working with a short staff as the summer part time help is done and the rain is making it hard to keep up with mowing, trimming and spraying at all the locations.

Please note, this is a summary of work completed this month and does not include everything completed by the Department.

CLAIMS REPORT FOR SEPTEMBER 20, 2016

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	341.19
	CARRIER ACCESS INC	VPN SWITCH (KCTC)	300.00
	CDW GOVERNMENT, INC.	SONICWALL VPN/SUPPLIES	225.00
	CUSTOM IMPRESSIONS INC	SHIPPING FEES	85.05
	GALLS LLC	BELT/UNIFORM	113.22
	GREINER DISCOUNT TIRES	TIRE REPAIR	17.50
	HAMILTON, BRANDON	MEAL	14.42
	HANSEN, LYLE	SUPPLY REIMBURSMENT	11.99
	PRO SOFTNET CORP	BACKUP SUBSCRIPTION	999.50
	QUILL	SUPPLIES	32.97
	QUILL	SUPPLIES	25.97
	STEVE'S SALES & SERVICE	VEHICLE REPAIR	27.00
	UP-TOWN AUTO WASH	REFILL- CARD- CAR WASHES	100.00
	VERIZON WIRELESS	WIRELESS SERVICE	1588.21
	WASH CO AUDITOR	SEPTEMBER COMMUNICATIONS	20682.58
	WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	398.61
		TOTAL	24963.21
FIRE	ACE-N-MORE	CLIDDLIEC	22.50
FIRE	ALLIANT ENERGY	SUPPLIES	23.58
		ALLIANT ENERGY	741.98
	AMERICAN TEST CENTER, INC	ANNUAL SAFETY INSPECTION	1120.00
	BUSINESS RADIO SALES INC	MIC	50.00
	IOWA STATE UNIVERSITY-TREASURER'S OFFI	FSTB CERT - TURNER, WILLIAM	150.00
	KIRKWOOD COMMUNITY COLL	TRAINING	120.00
	MIDWEST BREATHING AIR SYSTEMS	AIR TEST	104.76
	STAN JONES WELDING	FIRE TRUCK STEPS REPAIR	117.00
	UNITY POINT CLINIC-OCCUPATIONAL MEDICI	TESTING	37.00
	VERIZON WIRELESS	WIRELESS SERVICE	102.12
		TOTAL	2566.44
DEVELOP SERV	BRUNS, DAVID	MILEAGE REIMB	35.64
	HARRIS, HENRY W.	MOW GRASS 521 N D/420 W 6TH/521 N B	135.00
	ROSS AUTO & MUFFLER SHOP INC	WHEEL ALIGNMENT	51.74
	VERIZON WIRELESS	WIRELESS SERVICE	255.10
	VISA	REGISTRATIONS	375.00
		TOTAL	852.48
LIBRARY	ALLIANT ENERGY	ALLIANT ENERGY	2730.88
LIDITATO	AMAZON	BOOKS/INK	229.50
	BAKER & TAYLOR	LIBRARY MATERIALS	
	CINTAS CORP LOC. 342		1152.10
	DEMCO	RUG AND TOWEL SERVICE	52.15
	FAREWAY STORES	OFFICE SUPPLIES	92.87
		OFFICE SUPPLIES	15.17
	MEDIACOM STATE LIBRARY OF IOWA	TELECOMMUNICATIONS	305.97
	STATE LIBRARY OF IOWA	LIBRARY MATERIALS	388.30
	TECH SOUP	TECHNOLOGY SERVICES	1420.00
	WASHINGTON EVENING JOURNAL	LIBRARY- DISPLAYS	57.67
	WINDSTREAM IOWA COMMUNICATIONS	TELEPHONE SERVICE	107.74

TOTAL 6552.35

PARKS	ALLIANT ENERGY	ALLIANT ENERGY	1308.03
	O'REILLY AUTOMOTIVE INC	VEHICLE PARTS	28.47
	PIONEER MFG.	SOCCER FIELD PAINT	254.25
	STOUT SEED SALES	CENTRAL PARK GRASS SEED	37.50
	UNITY POINT CLINIC-OCCUPATIONAL MEDICI	TESTING	37.00
	VISA	SOCCER FIELD SUPP, ELEC BO	134.12
	WASHINGTON LUMBER	SUPPLIES	2.72
	WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	105.51
		TOTAL	1907.60
POOL	IN THE SWIM	POOL CHAIRS	999.96
		TOTAL	999.96
CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	119.64
	ATCO INTERNATIONAL	TRUCK WASH SOAP	103.60
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	39.14
	MENARDS	MORTAR MIX	27.92
	TIFCO INDUSTRIES	PARTS	193.65
	VISA WINDSTREAM IOWA COMMUNICATIONS	TRIMMER PARTS AND SUPPLIES	895.89
	WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE TOTAL	266.86
		TOTAL	1646.70
FINAN ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	939.81
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	138.68
	EBERT SUPPLY CO.	SUPPLIES FOR CITY HALL BLD	197.90
	FAREWAY STORES	CLEANING SUPPLIES	30.03
	IMPRESSIONS COMPUTERS, INC	COMPUTER SERVICE	393.75
	PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE CHARGES	355.27
	QUILL	SUPPLIES	47.94
	VERIZON WIRELESS	WIRELESS SERVICE	134.21
	VISA	REGISTRATIONS	815.00
	WASH COUNTY MINIBUS	LOST- SEPTEMBER	16473.97
	WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	1075.73
		TOTAL	20602.29
AIRPORT	ACE-N-MORE	SUPPLIES	28.56
	ALLIANT ENERGY	ALLIANT ENERGY	889.83
	BLUEGLOBES LLC	RUNWAY LIGHTING	1685.82
	EASTERN AVIATION FUELS INC	FUEL	10692.94
	JAMIESON, JEAN	CLEANING	196.00
	ROE, MIKE	LODGING & MILEAGE	615.08
	VERIZON WIRELESS	WIRELESS SERVICE	28.07
	VETTER'S INC-CULLIGAN WATER	AIRPORT WATER	63.70
	WASH CO RECYCLING CTR	AIRPORT REFUSE	80.00
	WEST LAWN CARE	MOWING FOR CEMETARY	2280.00
	WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	177.95
		TOTAL	16737.95

STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY TOTAL	10595.14 10595.14
SIDEWALK REPAIR	WARING, ARNOLD UNITED METHODIST CHURCH	SIDEWALK REPLACEMENT SIDEWALK REIMBURSMENT TOTAL	227.60 2412.56 2640.16
TREE REMOVAL	KALONIAL TREE SERVICE	TREE & STUMP REMOVAL TREE & STUMP REMOVAL TOTAL	800.00 3575.00 4375.00
LIBRARY GIFT	AMAZON	BOOKS/INK TOTAL	107.36 107.36
WATER PLANT	ALLIANT ENERGY CINTAS FIRST AID & SAFETY JENNINGS, ELAINE MUNICIPAL SUPPLY INC PINNACLE ENGINEERING USA BLUEBOOK VERIZON WIRELESS VISA WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY SAFETY SUPPLIES MILEAGE REIMBURSMENT HYDRANT WRENCH CHASSIS RACK-13 SLOTS WATER SUPPLIES WIRELESS SERVICE MEALS & LODGING PHONE SERVICE TOTAL	21079.87 38.33 13.50 24.50 2375.00 276.70 52.11 133.11 55.06 24048.18
WATER DIST	ALLIANT ENERGY GREINER, DICK LAWSON PRODUCTS INC VERIZON WIRELESS WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY BOOT REIMBURSMENT TOOLS AND PARTS WIRELESS SERVICE PHONE SERVICE TOTAL	43.42 100.00 221.34 230.56 90.93 686.25
SEWER PLANT	ALLIANT ENERGY ATCO INTERNATIONAL CUSTOM IMPRESSIONS INC DMACC BUSINESS RESOURCES GREINER DISCOUNT TIRES IOWA DIVISION OF LABOR SERVICES LAWSON PRODUCTS INC LEET'S REFRIGERATION SMITH & LOVELESS INC. VERIZON WIRELESS VISA WASHINGTON LUMBER WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY PLANT CHEMICALS SHIPPING FEES PT TRAINING FEES TIRE REPAIR WATER HEATER INSPECTION FE TOOLS AND PARTS EFF SAMPLER REPAIR VACUUM PUMP FOR PARKSIDE WIRELESS SERVICE LAB SUPPLIES & NOTEBOOK CAULKING PHONE SERVICE TOTAL	824.31 399.60 10.48 450.00 15.00 80.00 58.92 198.63 970.18 337.53 59.32 25.16 249.69 3678.82

SEWER COLLECT	ALLIANT ENERGY WINDSTREAM IOWA COMMUNICATIONS VERIZON WIRELESS	ALLIANT ENERGY PHONE SERVICE WIRELESS SERVICE TOTAL	943.13 90.93 124.22 1158.28
SANITIATION	RECYCLING SERVICES AGENCY	SEPTEMBER RECYCLING TOTAL	1395.83 1395.83

TOTAL 125514.00

CHARLES INDUSTRIES LTD - CENTRAL PARK ELECTRIC BOX COVER | DEVELOP SERV | PAYPAL*IAEIWESTERN - BRUNS CONFERENCE REGISTRATION TRUMARK ATHLETICS - SOCCER FIELD SUPPLIES WALMART - NOTEBOOKS FOR LAB TESTING WALMART - LAB SUPPLIES **CLAIMS REPORT 09/20/2016** SEWER PLANT 89.15 895.89 11.55 21.88 99.68 133.11 815.00 426.74 380.00 560.00 255.00 COUNTRY INN & SUITES - LODGING YOUNQUIST AND JOHNSON SLEEP INN - DAVENPORT - LODGING CHAD CONFERENCE IOWA LEAGUE OF CITIES - JOHNSON REGISTRATION CEMETERY PARTSTREE.COM - TRIMMER PARTS GREENLINE & BYRON PLANTAT - TRIMMER PARTS AMAZON - GRASS GROWTH REGULATOR TACO JOHNS - MEAL CHAD CONFERENCE BIERSTUBE - MEAL CHAD CONFERENCE CITY OF WASHINGTON, IA VISA Card Charges - 2016 WATER PLANT

54.47

59.32

375.00

375.00

76.00

134.12

VISA CHARGES 2016.xlsx

CITY OF WASHINGTON IOWA MONTH TO DATE TREASURERS REPORT AUGUST 31, 2016

FUND	8/1/2016 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	8/31/2016 ENDING CASH BALANCE
001-GENERAL FUND	597,408.27	98,257.49		260,442.64		435,223.12
002-AIRPORT FUND	187,524.99	109,054.00	20	33,701.02	-	262,877.97
010-CHAMBER REIMBURSEMENT	(535.30)	4,938.24	-	4,487.74	1-	(84.80)
011-MAIN STREET REIMBURSMENT	(548.69)	3,968.56	-	3,576.22	12	(156.35)
012-WEDG REIMBURSEMENT	(2,243.53)	6,491.09	-	5,962.16	-	(1,714.60)
110-ROAD USE	815,455.44	99,553.10	5	106,184.85	-	808,823.69
112-EMPLOYEE BENEFITS	-	1,549.59	=	1,549.59	12	=
114-EMERGENCY LEVY	₩	138.08	-	138.08	2. 5 .	-
121-LOCAL OPTION SALES TAX	:=:	67,228.91	-	67,228.91	-	=
129-URBAN RENEWAL AREA #3C	=	2.60	-	-	-	2.60
134-URBAN RENEWAL AREA #7	629.22	-	-	88	-	629.22
145-HOUSING REHABILITATION	50,821.80		-	302.00	_	50,519.80
146-LMI TIF SET-ASIDE	56,983.87	12	-	-	-	56,983.87
200-DEBT SERVICE	10,393.88	2,018.41	(#)	10-5	-	12,412.29
300-CAPITAL EQUIPMENT	262,405.65		-	72	_	262,405.65
301-CAPITAL PROJECTS FUND	800,361.19	228.94	-	524,070.03		276,520.10
305-RIVERBOAT FOUND CAP PROJ	94,827.75	(=	-		-	94,827.75
308-INDUSTRIAL DEVELOPMENT	471,510.36	6.83	-	2,746.00	-	468,771.19
309-MUNICIPAL BUILDING	626,831.76	-	-	4,178.00	-	622,653.76
310-WELLNESS PARK	25,569.41	-	-		V#3	25,569.41
311-SIDEWALK REPAIR & REPLACE	57,853.15	19	-	1,645.64	-	56,207.51
312-TREE REMOVAL & REPLACE	15,000.00		-	-		15,000.00
510-MUNICIPAL BAND	1,018.70	-	22	32	727	1,018.70
520-DOG PARK	4,420.76	104.00	-		-	4,524.76
530-TREE COMMITTEE	7,458.99		-	584.41	-	6,874.58
540-POLICE FORFEITURE	486.75	-		-	-	486.75
545-SAFETY FUND	700.00	-	-	-	-	700.00
550-PARK GIFT	147,810.32	1.07		7E	_	147,811.39
570-LIBRARY GIFT	26,221.60	432.99	_	306.63	-	26,347.96
580-CEMETERY GIFT	43,517.06	-	-		-	43,517.06
590-CABLE COMMISSION	8,761.14	14	_	82	12	8,761.14
600-WATER UTILITY	1,141,972.42	147,455.27	_	133,089.89	-	1,156,337.80
601-WATER DEPOSIT FUND	20,140.00	600.00	_	1,125.00	_	19,615.00
603-WATER CAPITAL PROJECTS	-	153,209.57	_	136,826.57	-	16,383.00
610-SANITARY SEWER	718,999.10	177,396.12	-	73,098.39	-	823,296.83
613-SEWER CAPITAL PROJECTS	205,295.78		-	99,947.33	121	105,348.45
670-SANITATION	124,942.86	28,873.23		31,890.84	1-1	121,925.25
910-LIBRARY TRUST	218,693.34	34.94		-		218,728.28
950-SELF INSURANCE	173,254.11	553.41	20	12,017.50		161,790.02
951-UNEMPLOYMENT SELF INS	321.31	44.78	, - ,		-	366.09
TOTAL BALANCE	6,914,263.46	902,141.22		1,505,099.44	-	6,311,305.24

Cash in Bank - Pooled Cash			Interest Rate
Wash St. Bank - Operating Account	336,745.11	(1)	0.01%
Wash St. Bank - Airport Fuel Account	1.03		
Cash in Drawer	350.00		N/A
Wash St Bank - MM	257,057.50		0.01%
Investment in IPAIT	1,487,921.40		0.01%
Wash St Bank - Library Acct	167,750.82		0.01%
Wash St - Farm Mgmt Acct	57,112.16		
Wast St Bank - CD - 1/9/13 - renewed	500,000.00		0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00		0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00		0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00		0.85%
CBI Bank & Trust - CD - 10/8/2015	502,326.34		0.62%
CBI Bank & Trust - CD - 2/19/2016	502,040.88		0.82%
IPAIT CD - 3/9/2016	500,000.00		1.00%
IPAIT CD - 6/7/2016	500,000.00		0.82%
TOTAL CASH IN BANK	6,311,305.24		
(1) Washington State Bank	388,857.63		
Outstanding Deposits & Checks	(52,112.52)	
	336,745.11	_	

CITY OF WASHINGTON IOWA YEAR TO DATE TREASURERS REPORT AUGUST 31, 2016

	7/1/2016 BEGINNING	Y-T-D	REVENUES NOT	Y-T-D	EXPENSES NOT	8/31/2016 ENDING CASH
FUND	CASH BALANCE	REVENUES	YET RECEIVED	EXPENDITURES	YET EXPENDED	BALANCE
AAA CENTER IX EXTER				44-702-47 - 602-603-00-00-00-0		
001-GENERAL FUND	1,000,000.00	220,784.88	-	785,561.76	-	435,223.12
002-AIRPORT FUND	225,517.92	117,999.00	17.	80,638.95	-	262,877.97
010-CHAMBER REIMBURSEMENT	1,054.05	9,876.48	-	11,015.33	2	(84.80)
011-MAIN STREET REIMBURSMENT	632.45	7,937.12	-	8,725.92	-	(156.35)
012-WEDG REIMBURSEMENT		12,982.18	5.85	14,696.78	-	(1,714.60)
110-ROAD USE	810,566.76	168,033.11	14	169,776.18	÷	808,823.69
112-EMPLOYEE BENEFITS		8,873.13	-	8,873.13	-	-
114-EMERGENCY LEVY		789.16		789.16	-	2
121-LOCAL OPTION SALES TAX	1.0	134,457.82	9 <u>=</u>	134,457.82	-	(#C)
129-URBAN RENEWAL AREA #3C	(6)	2.60	3.5		100	2.60
134-URBAN RENEWAL AREA #7	629.22	-	78	*	12	629.22
145-HOUSING REHABILITATION	51,031.80	-	4	512.00	15	50,519.80
146-LMI TIF SET-ASIDE	56,983.87	-		-	-	56,983.87
200-DEBT SERVICE	4,963.94	26,538.74	141	19,090.39	-	12,412.29
300-CAPITAL EQUIPMENT	291,396.04	-	1.5	28,990.39	-	262,405.65
301-CAPITAL PROJECTS FUND	718,877.81	213,474.07		655,831.78		276,520.10
305-RIVERBOAT FOUND CAP PROJ	94,827.75	-	9 <u>2</u>	-	_	94,827.75
308-INDUSTRIAL DEVELOPMENT	478,750.29	14.90	(A.	9,994.00) <u>-</u>	468,771.19
309-MUNICIPAL BUILDING	626,831.76	-	-	4,178.00		622,653.76
310-WELLNESS PARK	25,569.41	-		-	o=	25,569.41
311-SIDEWALK REPAIR & REPLACE	63,332.31	-	3 -	7,124.80	(C)	56,207.51
312-TREE REMOVAL & REPLACE	15,000.00	-	N-2	-,		15,000.00
510-MUNICIPAL BAND	1,018.70	_	y.=)	-	-	1,018.70
520-DOG PARK	4,420.76	104.00	-	-	22	4,524.76
530-TREE COMMITTEE	7,458.99	-	72	584.41		6,874.58
540-POLICE FORFEITURE	486.75	-		-	1.5	486.75
545-SAFETY FUND	700.00				-	700.00
550-PARK GIFT	149,393.47	1.96		1,584.04		147,811.39
570-LIBRARY GIFT	26,542.94	530.99	100	725.97	-	26,347.96
580-CEMETERY GIFT	43,572.06	-		55.00		43,517.06
590-CABLE COMMISSION	8,761.14			-	-	8,761.14
600-WATER UTILITY	1,142,357.16	305,500.11	45. 14.	291,519.47	1. 4 .	
601-WATER DEPOSIT FUND	20,740.00	1,650.00	1. T	2,775.00	11	1,156,337.80
603-WATER CAPITAL PROJECTS	20,740.00	270,788.39		254,405.39	-	19,615.00
610-SANITARY SEWER	680,392.61	357,691.02	15		2 -	16,383.00
613-SEWER CAPITAL PROJECTS	207,445.04	337,091.02		214,786.80	-	823,296.83
670-SANITATION	126,556.87	59,931.17	N 	102,096.59	9 # .	105,348.45
910-LIBRARY TRUST	218,673.55	54.73	% = 1	64,562.79		121,925.25
950-SELF INSURANCE	175,016.97		-	15 542 20	-	218,728.28
951-UNEMPLOYMENT SELF INS		2,316.34	0.50	15,543.29	0.00	161,790.02
TOTAL BALANCE	109.67	256.42		2 000 005 11	-	366.09
TOTAL DALANCE	7,279,612.06	1,920,588.32	-	2,888,895.14		6,311,305.24

Cash in Bank - Pooled Cash			Interest Ra
Wash St. Bank - Operating Account	336,745.11	(1)	0.01%
Wash St. Bank - Airport Fuel Account	1.03		
Cash in Drawer	350.00		N/A
Wash St Bank - MM	257,057.50		0.01%
Investment in IPAIT	1,487,921.40		0.01%
Wash St Bank - Library Acct	167,750.82		0.01%
Wash St - Farm Mgmt Acct	57,112.16		
Wast St Bank - CD - 1/9/13 - renewed	500,000.00		0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00		0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00		0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00		0.85%
CBI Bank & Trust - CD - 10/8/2015	502,326.34		0.62%
CBI Bank & Trust - CD - 2/19/2016	502,040.88		0.82%
IPAIT CD - 3/9/2016	500,000.00		1.00%
IPAIT CD - 6/7/2016	500,000.00		0.82%
TOTAL CASH IN BANK	6,311,305.24	_	
(1) Washington State Bank	388,857.63		
Outstanding Deposits & Checks	(52,112.52))	
or commenced and the electrical production. ■ Commenced and American and COSES COSES	336,745.11		

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



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

Memorandum

September 16, 2016

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

From: Brent Hinson

City Administrator

Re: 28E Recycling Center RFP

We received proposals on operating the 28E Recycling Center this week. The results were very good overall. We received 4 proposals, with 3 of these being within reasonable range of our budget estimate. I have attached a bid tabulation for your information, but would stress that the joint committee examining this issue is considering factors additional to price, as was set out in the Request for Proposals.

At this time, we do not have a formal recommendation, and present this item for your information, discussion and questions. We are interested in further examination of the proposal from Hawkeye Waste Systems, who has not previously operated in our market to our knowledge. We plan to do a site visit to learn more about their operations and ability to fulfill the requirements of the contract. We will also be doing additional due diligence on the other firms making proposals. Please note that any of the top 3 proposals do not make a large difference to the City's budget. The lowest-priced proposal would mean a City share of \$29,100 annually, while the highest of these 3 would be \$32,472 annually. Therefore, we will need to heavily consider the County's desired direction, since they have a larger financial and operational stake in the center (they own the site and buildings).

Depending on discussions and examination over the next few days, it is possible we will want to schedule a joint City Council/County BOS in the near future to formally consider the proposals. We can discuss more at the meeting.

CITY/COUNTY RECYCLING CENTER/SOLID WASTE SITE PROPOSALS

September 15, 2016

	Hawkeye Waste	Ma	ark's Sanitation	Li	uke Waste Mgmt	W	emiga Waste, Inc.	Buc	get or Current
	Effective		Effective		Effective		Effective		3
	12/01/2016		12/01/2016		12/01/2016		12/01/2016		
Monthly rate for recycling operations & collection of miscellaneous waste as described in Section 1.1	980 P 0 9554951900Y	\$	4,850.00	\$	5,344.00	\$	7,000.00	\$	4,416.67
Monthly rate for collection & disposal of solid waste received from rural residents, with Contractor responsible for tipping fees at SEMCO.	\$ 14,300.00	\$	9,062.00	\$	13,624.00	\$	19,915.00	\$	13,583.33
Rate to Customer for Appliance Disposal	\$ 12.00	\$	15.00	\$	15.00	\$	15.00	\$	15.00
Rate to Customer for Carpet, Mattresses, Household Furnishings (per pickup truck)	\$ 60.00	\$	75.00	\$	75.00	\$	75.00	\$	75.00
Rate to Customer for Electronics	\$ 5.00	\$	15.00	\$	15.00	\$	20.00	\$	20.00
Annual Charge for Recycling									
Center Operations*	\$ 64,944.00	\$	58,200.00	\$	64,128.00	\$	84,000.00	\$	53,000.00
Annual Charge for Solid Waste	6 474 000 00		400 744 00				222222	120	
Disposal & Hauling** Subtotal	\$ 171,600.00 \$ 236,544.00	\$	108,744.00 166,944.00		163,488.00 227,616.00		238,980.00		163,000.00
Subtotal	φ 230,344.00	P	100,944.00	φ	227,010.00	\$	322,980.00	\$	216,000.00
NOTES:	10% revenue credit								
	on recyclables based								
	on sale prices								
* Paid 50/50 by City and County		I							

^{*} Paid 50/50 by City and County
** Paid 100% by County

RECYCLING CENTER/SOLID WASTE TRANSFER STATION SERVICES PROPOSAL

Name of Contractor: Hawkeye Waste Systems
Address: 91 Commercial Drive Lowa City, LA 52244
Ioua City, IA 52244
Phone Number: 3/9-35/-5932
Name of Principal and Chris Dohrex
ChrisDowattstrucking, com
PROPOSED CHARGES

	Effective 12/1/2016*
Monthly rate for recycling operations and collection of miscellaneous waste as described in Section 1.1.	\$ 5412.00 X 1076 Recenue Offset when Market Alkans
Monthly rate for collection and disposal of solid waste received from rural residents, keeping in mind that the Contractor is responsible for the payment of all tipping fees at the SEMCO landfill.**	\$14,300,00
Please also complete proposed list of cho	arges in Addendum A to the sample contract.

^{*} Price may be increased annually by Midwest CPI subject to the limitations & guidelines stated in the "Cost of Service" section of the contract for services.

NARRATIVE

Please include the following information in your proposal:

- o Describe your Company's experience and qualifications.
- o Provide references of other cities, if available, or other customers. Include the contact name, position, phone number, and email address.

^{**} Landfill tipping fee increases are subject to additional surcharge as per Section 2.4 of the Request for Proposals and the contract for services.

RECYCLING CENTER/SOLID WASTE TRANSFER STATION SERVICES PROPOSAL

Name of Contractor: Mark's Sanitation

Address: 444 E. 3rd

Washington, IA 52353

Phone Number: 319-461-6024-319-653-2463

Name of Principal and Mark Redlinger

email address::

redsrefuse 246 hotmail. Com

PROPOSED CHARGES

4,850.00
9,062.00

^{*} Price may be increased annually by Midwest CPI subject to the limitations & guidelines stated in the "Cost of Service" section of the contract for services.

NARRATIVE

Please include the following information in your proposal:

- o Describe your Company's experience and qualifications.
- o Provide references of other cities, if available, or other customers. Include the contact name, position, phone number, and email address.

^{**} Landfill tipping fee increases are subject to additional surcharge as per Section 2.4 of the Request for Proposals and the contract for services.



Bus. (319) 653-2463 Res. (319) 563-5156

MARK'S Sanitation & Recycling

Mark Redlinger P.O. Box 873 Washington, IA 52353

Mark's Sanitation & Recycling has been running the Washington County Recycling facility for approximately 26 years. We have become extremely aware of the essentials it takes to run and keep up a well manicured property while filling all lowa state and government rules and regulations.

We are determined to keep this facility up to code and managed with reliable equipment, employees and a safe environment.

Mark's Sanitation hopes you choose our business to service and manage this facility due to our familiar background with this situation.

Thank you for considering our bid.

Mark Redlinger

Mark's Sanitation & Recycling



Bus. (319) 653-2463 Res. (319) 563-5156

MARK'S Sanitation & Recycling

Mark Redlinger P.O. Box 873 Washington, IA 52353

Please see listed below references we have gathered.

City of Crawfordsville, Gene Miller - 319-658-2861

Carl A Nelson, Mark Hall – 319-759-9829

B P Land Inc, Robert Brenneman, 641-636-3003

Central Iowa Builders, Rich - 515-290-6694

Modine, Jason - 653-6511 ext 3313

United Presbyterian Home, Mike Moore – 319-653-5473

Luke Waste Management LLC

1951 Highway 92, Washington, IA 52353 | (319)-461-9011 | lukewastemanagement@hotmail.com

September, 14, 2016

Solid Waste RFP ATTN: Dan Widmer, County Auditor Washington County 222 West Main St Washington, IA 52353

Dear Dan Widmer:

Our Proposal for the solid waste and recycling center is as follows. We will install a new horizontal baler with in floor conveyor and a used horizontal baler with conveyor to update recycling operations.

Our equipment to run the center includes 3 packer trucks, roll off truck, 2016 Cat skid steer, and a Kubota zero turn mower. We also have a glass crusher and a small vertical baler for back up. In the future we would consider installing a scale to help the county recover tipping fees.

We feel that with this system we can help keep prices down in the future.

Sincerely,

Sawyer Luke

RECYCLING CENTER/SOLID WASTE TRANSFER STATION SERVICES PROPOSAL

Name of Contractor: Luke Waste Management LLC

Address:

1951 Highway 92

Washington, IA 52353

Phone Number:

(319)461-9011

Name of Principal and Email Address:

Sawyer Luke <u>lukewastemanagement@hotmail.com</u>

PROPOSED CHARGES

	Effective 12/1/2016
Monthly rate for recycling operations and collection of miscellaneous waste as described in section 1.1.	\$5,344.00
Monthly rate for collection and disposal of solid waste received from rural residents, keeping in mind that contractor is responsible for payment of all tipping fees at the SEMCO landfill.	\$13,624.00

Luke Waste Management has been in business since 2009. We have provided the trash and recycling services for the City of Washington for the past 6 years. We have been processing recycling for the past 5 years at our facility.

RECYCLING CENTER/SOLID WASTE TRANSFER STATION SERVICES PROPOSAL

Name of Contractor: Wemiga Waste Inc. Lynn Whaley

Address: 1005 W. Washington St. Mt. Pleasont IA 52641

Phone Number: 34-931-6919
Name of Principal and Lynn Whaley

email address:: Wernique wind stream. net

PROPOSED CHARGES

G.	12/1/2016*
Monthly rate for recycling operations and collection, of miscellaneous waste as described in Section 1.1.	\$ 7000 so operation and Collection
Monthly rate for collection and disposal of solid waste received from rural esidents, keeping in mind that the Contractor is responsible for the payment of all tipping fees at the SEMCO andfill.**	\$ 10,332 Collection per math \$ 9583. Disposal per math this may increase or decrease depending on tonnage taken in.

^{*} Price may be increased annually by Midwest CPI subject to the limitations & guidelines stated in the "Cost of Service" section of the contract for services.

NARRATIVE

Please include the following information in your proposal:

- o Describe your Company's experience and qualifications.
- o Provide references of other cities, if available, or other customers. Include the contact name, position, phone number, and email address.

^{**} Landfill tipping fee increases are subject to additional surcharge as per Section 2.4 of the Request for Proposals and the contract for services.

Narrative

My father started in the Waste Buisness 1972 which my brother and I took over. I have been in the business my entire life. We currently have a fleet of 9 trucks.

Here are some of current and past City Contracts we have held:

City of Ottumwa

City of Washington

City of Farmington

City of Donnellson

City of Windfield

City of Wayland

City of Rome

City of Salem

City of Hillsboro

City of Houghton

City of Danville

City of Westwood

Lynn Whaley

Wemiga Waste Inc. 1005 W Washington St Mt.Pleasant la 52641 319-931-6919 wemiga@windstream.net Brent Hinson, City Administrator Sandra Johnson, Mayor Illa Earnest, City Clerk Kevin Olson, City Attorney



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

Memorandum

September 16, 2016

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

From: Brent Hinson

City Administrator

Re: Sitler and South Iowa Parking Changes

With the considerable progress in construction on the 2016 Sitler Drive improvements, we are now bringing you recommended parking restrictions to enhance and reinforce the safety benefit of the street improvements. Already included in the plans for the project is re-striping the center line of South Iowa to provide a better configuration and better visual cues for northbound drivers. We also believe we need "no parking" designated on both sides of South Iowa as pictured on the attached exhibit from MMS Consultants.

We would need ordinance changes to put these changes into effect, but wanted your input before proceeding with drafting an ordinance. I believe these are logical and important changes to keep users of this intersection as safe as possible.

While not included on this exhibit, this also might perhaps be a good time to consider whether we want to change anything for parking along Sitler from South Iowa back to Avenue E. While the current code is "no parking" on both sides, with the street widening done over the past two years, we could perhaps consider allowing parking on one side for the whole length, except near intersections.

I look forward to discussion at the meeting.



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
100VA CITY, IOWA 52240
(319) 351-8282

Date

Revision

NO PARKING EXHIBIT

HTRON

09-16-16	Fleid Book No.	Scale: 1"=50'	Sheet No:	
Date	Pesigned by, PVA	Drawn by: JDM	checked by, PVA	Project No:

9 5955002 _D

SITLER DRIVE AND SOUTH H AVENUE 2016 PAVING PROJECT WASHINGTON WASHINGTON COUNTY HOWA MMS CONSULTANTS, INC.

No Parking Sign		No Parking Sign	Double Yellow Center Strip Included in Sitler Drive Project	
, 22°95)	45.20 36.10	No Parking Sign		SITLER ОRIV
No Parking Sign	129.47	Sign	No Parking Sign.	
	IOWA AVE	No Parking Sign		

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

<u>Public Bid Announcement</u> Demolition of Building for the City of Washington

The City of Washington, Iowa, is requesting public proposals for the demolition of a house and garage located at 521 North Avenue D. This house is being removed to abate a dangerous building condition.

Bid packets containing information regarding the conditions for the demolition contract are available at City Hall, located at 215 East Washington Street. Anyone submitting a proposal for the above-listed property must agree in writing to meet the conditions set by the City of Washington.

Sealed proposals are due on or before 9 o'clock A.M. on the 16th day of September, 2016, in the office of the City Administrator, City Hall, 215 East Washington Street, Washington, Iowa. Proposals will be opened immediately following the deadline. Any interested contractors are advised to contact the Washington Fire Department for additional details at 653-2239.

The Washington City Council will hold a public hearing and act on proposals for the demolition on Tuesday, September 20, 2016 at 6 o'clock P.M. at the Former Public Library, 120 East Main Street. At that time, the City Council may accept the proposals and award the sale to the contractor whose application is the most advantageous to the citizens of the City. The City Council may reject any and all proposals in its sole discretion. The City may waive any discrepancies or technicalities associated with said proposal.

Published by order of the City Council of Washington, Iowa Illa Earnest, City Clerk

Demolition Guidelines

By making a proposal, the contractor represents that it has examined the property in question. Additional questions may be directed to the Washington Fire Department at 653-2239.

The Washington Fire Department will assist in wetting down the structure as demolition proceeds to reduce dust. The contractor will be responsible for hauling all debris to the SEMCO landfill or a City-approved off-site location.

This is a unit price, lump-sum contract, and all proposals are on a "not-to-exceed" basis. Change orders must be approved by the City Administrator in writing before the work is performed. No work shall be commenced until a start time and date is coordinated with the Washington Fire Department.

The contractor will be responsible for complete removal of the structures on the site, including removal of foundations and leveling of the site. All backfill shall be clay, properly compacted to support new construction in the future. The City will arrange for disconnection of all utilities prior to demolition proceeding. The contractor will have sole salvage rights to any items of value remaining on the site as of the bid award date.

The contractor must carry and be able to provide proof of the following insurances:

- 1) Workman's compensation insurance;
- 2) Public liability and property damage insurance not less than \$1 million per occurrence or \$2 million aggregate; and
- 3) Automobile liability insurance on all vehicles used on the project, not less than \$500,000 per occurrence or \$1 million aggregate.

Bid for Demolition of City-Owned Property

Location: 521 North Avenue D
My bid: # 4,000.00/100
I acknowledge and agree to all of the requirements detailed in the Public Bid Announcement.
✓ I acknowledge and agree to fully comply with the requirements of the Washington Code of Ordinances as it may relate to this project.
$\frac{\chi}{2}$ I acknowledge and agree that the City of Washington has the right to reject any and all proposals.
Contractor Information:
Name: Delong Construction, Inc
Address: PO Box 488, Washington, DA 52353
Contact Phone: 319-461-3796
9/12/2

Please seal your bid in an envelope and submit to Washington City Hall at 215 East Washington Street by September 16^{th} at 9 AM.

RESOLUTION NO. 20	16-
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RESOLUTION AWARDING AND APPROVING THE CONTRACT FOR THE DEMOLITION OF THE HOUSE AND THE GARAGE AT 521 NORTH AVENUE D

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

That the lowest responsible bid in the amount of \$4,000.00 submitted by DeLong Construction, Inc. for the demolition of the house and the garage at 521 North Avenue D, as described in the specifications heretofore adopted by this City Council for said project, be and the same is hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute the contract with said contractor for the demolition of the house and the garage at 521 North Avenue D.

Passed and approved this 20th day of September, 2016.

	Sandra Johnson, Mayor	
ATTEST:		
Illa Earnest, City Clerk	-	

RESOLUTION NO. 2016-

A RESOLUTION ENDORSING AN APPLICATION FOR GRANT FUNDS (Centennial Fountain Updates)

WHEREAS, the Park Board wishes to improve the Centennial Fountain in Central Park; and

WHEREAS, the Park Board wishes to replace the Fountain's incandescent light fixtures with LED fixtures to increase efficiency and flexibility; and

WHEREAS, the Council supports these objectives 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 \$12,252.00 for improvements and the City Park Gift Fund to provide \$4,000.00 as local match.

PASSED AND APPROVED this 20th day of September, 2016.

ATTEST:	Sandra Johnson, Mayor	
Illa Earnest, City Clerk		





Page 1 of 5 October 2016

GRANT APPLICATION

Applicant Organization Information:

	1.	Applicant Organization:	City of Wasing	gton	
	2.	Mailing Address:	215 E. Washin	gton St.	
	3.	City, State, Zip:	Wasington, IA	52353	
	4.	Federal Tax ID#:	426005318		
	5.	Date (Year) Organized:	1839		
	6.	Website:	www.washingt	toniowa.net	
	7.	Tax Exempt Category: [Check only one]	_ 501c(3),		501c(6), School District
	8.	Applicant has read and agr (Grant App. Guidelines & I			idelines: ⊠ Yes □ No ne or from the WCRF Office)
Со	nta	act Information:			
	9.	Primary Contact Name:	Nick Pacha		
	10.	Title in Organization:	Parks Superint	endent	
	11.	Daytime Phone:	653-5220	Evening Ph	none: 321-4886
	12.	. E-mail address:	npacha@washi	ingtoniowa.ne	et
	13.	Alternate Contact Name:	Brent Hinson		
	14.	Alternate Phone:	653-6584	Alt. E-mail:	bhinson@washingtoniowa.net
Pro	oje	ct/Program Information:			
	15.	Project Title:	Centennial Fou	ıntain Update	S
	16.	Project Address:	Central Park- N	Main & Iowa	Streets
	17.	WCRF Funding Requested	1:\$12,252.00		
	18.	Matching Funds:	\$4,000.00		
	19.	Total Cost (17+18):	\$16,252.00	(include item	nized budget if over \$5,000)
	20.	Anticipated project start:	Spring 2017		

21. Anticipated date WCRF funds will be needed: $\,Spring\ 2017$

|--|

AN ORDINANCE AMENDING CHAPTER 155.01, 155.03, 155.04 and 155.05 OF THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, REGARDING ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2015 EDIITION, INTERNATIONAL MECHANICAL CODE, 2015 EDITION WITH STATE AMENDMENTS, UNIFORM PLUMBING CODE, 2015 EDITION WITH STATE AMENDMENTS AND INTERNATIONAL FIRE CODE, 2015 EDITION.

BE IT ORDAINED by the City Council of the City of Washington, Iowa;

Section 1. Section 155.01 is hereby amended by deleting the words '2009 Edition" and substituting the words "2015 Edition" and changing the first sentence of the body of the code section to read as follows: "This code is adopted by reference and shall apply to all covered properties within the City."

Section 2. Section 155.03 is hereby amended by deleting the first paragraph and substituting the words "155.03-ADOPTION OF INTERNATIONAL MECHANICAL CODE 2015 Edition with State of Iowa Amendments. The International Mechanical Code, 2015 Edition with State of Iowa Amendments, is hereby adopted by reference and shall apply to all properties within the City. The fee for a permit issued under the International Mechanical Code adopted in this chapter shall be set by resolution of the City Council."

Section 3. Section 155.04 is hereby amended by deleting the first paragraph and substituting the words "155.04 ADOPTION OF UNIFORM PLUMBING CODE, 2015 Edition with State of Iowa Amendments. The Uniform Plumbing Code, 2015 Edition with State of Iowa Amendments, is hereby adopted by reference and shall apply to all properties within the City, except as to those provisions governing the replacement of water heaters in one and two family dwellings. The fee for a permit issued under the Uniform Plumbing code adopted in this chapter shall be set by resolution of the City Council."

Section 4. Section 155.05 is hereby amended by deleting the words "2009 Edition" and substituting the words "2015 Edition", and changing the first sentence of the body of the code section to read as follows: "This code is adopted by reference and shall apply to all covered properties within the City." .

publication as provided by law.	hall be in effect after its final passage, approval a	anc
Passed and approved this day of	, 2016.	
	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 On,2016.	rdinance Noon the day of	

CHAPTER 155

BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING CODES

155.01 Adoption of International Building Code, 2009

155.03 Adoption of International Mechanical Code, 2009

155.02 Adoption of National Electrical Code, 2008

155.04 Adoption of Uniform Plumbing Code, 2009

155.05 Adoption of International Fire Code, 2009

155.01 ADOPTION OF INTERNATIONAL BUILDING CODE AND APPENDICES, 2009 EDITION.

This code is adopted by reference and shall apply to all properties within the City except oneand two-family dwelling units.

The fees for permits issued under the International Building Code adopted in this chapter and as may be adopted in the future, or for a zoning certificate, shall be based on the fee structure contained therein, termed "Building Permit Fees," and shall be adopted according to the following schedule:

Time Period	Fee
January 1, 2006 and thereafter	65% of Building Permit Fees (except that accessory buildings will be charged 50%)

1. <u>General.</u> In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of said building code, there shall be and is hereby created a Board of Appeals consisting of three (3) members who are licensed in the profession of architecture or engineering or are qualified by experience and training to pass judgment on matters pertaining to building construction. Board of Appeals members shall be employees or proprietors of a business located within the corporate boundaries of the City of Washington, but shall

not be employees of the City of Washington.

- 2. <u>Building Official</u>. The Building Official shall be an ex officio member of and shall act as secretary to said Board but shall have no vote on any matter before the Board.
- 3. <u>Appointments.</u> The Board of Appeals shall be appointed by the City Council and shall office at its pleasure.
- 4. <u>Actions.</u> The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the Building Official.
- 5. <u>Limitations of Authority</u>. The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of the Building Code, nor shall the Board be empowered to waive requirements of the Code.

(Ord 964 - 2010 Supp.)

Edition, NFPA No. 70-1990, as published by the National Fire Protection Association, is hereby adopted by reference and shall apply to all properties within the City. The fee for a permit issued under the National Electrical Code adopted in this chapter and as may be adopted in the future shall be twenty-five dollars (\$25). The fine and penalty schedule for failing to obtain timely permits is as follows: \$100fine for 1st violation of failing to obtain an electrical permit prior to beginning work on a job. Work must stop until fine is paid. If fine is not paid within 30 days, license is suspended and not reinstated until fine is paid. \$250 fine for 2nd violation and license subject to review by the Board of Electrical Examiners. Work must stop until fine is paid. If fine is not paid within 30 days, license is suspended and not reinstated until fine is paid. 3rd violation will result in automatic revocation of electrical license.

- 1. <u>License Fee.</u> \$50.00 Initial Fee for all electrical license types (Master, Journeyman and Type 3) and \$20.00 Renewal Fee each year for all electrical license types, due January 1 of each year.
- 2. <u>Continuing Education</u>. Licensed electricians are required to attend an Electrical Code update class every three (3) years and provide proof of attendance to the City.

CODE OF ORDINANCES, WASHINGTON, IOWA

- 3. <u>Fine and Penalties.</u> The following fine and penalty schedule applies for failing to have a licensed electrician on the job site at all times: \$100fine for 1st violation of failing to obtain an electrical permit prior to beginning work on a job. Work must stop until fine is paid. If fine is not paid within 30 days, license is suspended and not reinstated until fine is paid. \$250 fine for 2nd violation and license subject to review by the Board of Electrical Examiners. Work must stop until fine is paid. If fine is not paid within 30 days, license is suspended and not reinstated until fine is paid. 3rd violation will result in automatic revocation of electrical license.
- 4. <u>Master and Journeyman, and Type "3" Electrician List.</u> The Building Official shall keep an up-to-date list of master and journeyman, and Type "3" electricians certified by the City, and make it available to the public.
- 5. Permits shall not be required for the replacement of flush or snap switches, fuses, lamp sockets, and receptacles, and other minor maintenance and repair work.
- 6. Homeowners may perform electrical work only on their primary place of residency.
- 7.The electrical inspector will provide information to insure that homeowners properly perform electrical installations.
- 8. Wires going to the receptacle or switch are to be mechanically fastened to the screw or clamped.

(Ord. 985 - 2012 Supp.)

155.03 ADOPTION OF INTERNATIONAL MECHANICAL CODE. The Uniform Mechanical Code, 2009 Edition, as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference and shall apply to all properties within the City. The fee for a permit issued under the Uniform Mechanical Code adopted in this chapter and as may be adopted in the future shall be twenty-five dollars (\$25).

- 1. Boiler. A Mechanical Permit is required to install a boiler.
- 2. <u>General.</u> In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals consisting of three (3) members

who are licensed in the profession by the City of Washington; qualified by experience and training to pass judgment on matters pertaining to mechanical design, construction, and maintenance and the public health aspects of mechanical systems; and who are not employees of the City of Washington. Board of Appeals members shall be employed by or be proprietor of a place of business within the corporate boundaries of the City of Washington.

- 3. <u>Building Official</u>. The Building Official shall be an ex officio member of and shall act as secretary to said Board but shall have no vote on any matter before the Board.
- 4. <u>Appointments.</u> The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure.
- 5. <u>Actions.</u> The Board shall adopt rules of procedure for conducting its business, and shall render decisions and findings in writing to the appellant, with a duplicate copy to the Building Official.
- 6. <u>Limitations of Authority</u>. The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of the Building Code, nor shall the Board be empowered to waive requirements of the Code.

(Ord. 964 - 2010 Supp.)

155.04 ADOPTION OF UNIFORM PLUMBING CODE, 2009 Edition. As published by the International Association of Plumbing and Mechanical Official is adopted by reference to all properties within the City, except as to those provisions governing the replacement of water heaters on single-family dwellings. The fee for a permit issued under the Uniform Plumbing code adopted in this chapter and as may be adopted in the future shall be twenty-five dollars (\$25).

- 1. Ball valves are required on both sides of the water meter.
- 2. Solder joints are not allowed on one-meter residences.
- 3. Solder joints are allowed above ground on commercial buildings up to and including three (3) inch pipe with City approval.

CODE OF ORDINANCES, WASHINGTON, IOWA

- 4. Water meters are required to be in an accessible conditioned area.
- 5. Any commercial water service greater than one (1) inch is the responsibility of the owner, including the curb valve.
- 6. No auto vents are allowed in new construction. Two (2) inch air emitter valve will be allowed only by the discretion of the Plumbing Inspector.

(Ord. 964 - 2010 Supp.)

155.05 ADOPTION OF INTERNATIONAL FIRE CODE, 2009 EDITION. This code is adopted by reference and shall apply to all properties within the City except one- and two-family dwelling units.

(Ord. 964 - 2010 Supp.)

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



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

Memorandum

September 16, 2016

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

From: Brent Hinson

City Administrator

Re: Electric Facilities Agreement with Alliant

Attached is an agreement with Interstate Power and Light/Alliant Energy for installation of electric utilities at the Washington Business Park. This is a higher amount than I had anticipated, but we have the space under our project contingency to cover this and an additional amount for installation of natural gas service, which will probably be a similar amount to this agreement. It is important to point out that this amount is 100% refundable, based on having sufficient electrical load be constructed in the Business Park to justify Alliant refunding the up-front investment. This is a very necessary portion of providing shovel-ready lots, and I would recommend swift approval so that Alliant can get this work completed this fall.

RESOLUTION NO	0.
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A RESOLUTION APPROVING AN ELECTRIC FACILITIES EXTENSION AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY

WHEREAS, the Washington Business Park is currently being developed, and as part of this process, it is necessary to extend electric services throughout the new subdivision; and

WHEREAS, Interstate Power and Light Company (Alliant Energy) has a practice of requiring the costs of these electrical extensions to be paid up front by the developer, in this case the City of Washington, and later reimbursed as the subdivision develops.

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

Section 1. The City Council hereby authorizes the City Administrator to sign the attached Electric Facilities Extension Agreement for the Washington Business Park.

Section 2. The City Council hereby establishes intent that any refund payments will be deposited in Fund 308, Industrial Development, to assist with future industrial development activities.

PASSED AND APPROVED this 20th day of September, 2016.

ATTEST:	Sandra Johnson, Mayor
Illa Earnest, City Clerk	



INTERSTATE POWER AND LIGHT COMPANY Applicable to the lowa Service Area

Electric Facilities Extension Agreement (Advance by Cash Deposit)

Contract No.

This agreement made this 8 day of SEPTEMBER, 2016 by and between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa, (hereinafter referred to as "the Company") and CITY OF WASHINGTON, a corporation/partnership/proprietorship with principal offices at City of WASHINGTON, State of IOWA, (hereinafter referred to as "the Customer/Developer"):

WITNESSETH.

WHEREAS, the Company is engaged in the distribution of electricity in the State of Iowa, and

WHEREAS, the Customer/Developer is the owner of the following legally described premises: 19 75 07 PT LOT B W1/2 N OF S1/2 SW1/4, CITY OF WASHINGTON IOWA, as shown on the map attached hereto (marked Exhibit A) and made a part hereof and;

WHEREAS, the Company desires to sell electricity to the owners or occupants of the residences, or other buildings being built or installed on said premises, and the Customer/Developer desires to have electricity available for such residences or other buildings, hereinafter called "Electric Service".

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- The Company agrees to construct, install, maintain and operate electric distribution facilities to serve said premises upon application for Electric Service made by the owner or occupant of each such residence or other building.
- 2. Thirty (30) days prior to the commencement of construction, by the Company of electric distribution facilities, the Customer/Developer shall execute this agreement and shall advance to the Company the estimated cost of construction of electric distribution facilities, as set out in Exhibit B attached.
- 3. Upon acceptance by the Company of each attachment for Electric Service by Customers/Developers along the extensions specifically contemplated in Exhibit B, the Company shall refund amounts, in accordance with the Company's current electric tariff on file with the Iowa Utilities Board, three (3) years estimated revenue minus the revenue for recovery of fuel and energy efficiency program costs for the said three (3) years. The Company shall not be obligated to refund more than the original amount advanced and the refunds shall be without interest.
- 4. The obligation of the Company to make refunds to the Customer/Developer shall be null and void after the expiration of ten (10) years from the date of the advance, and any and all monies remaining unrefunded in the hands of the Company shall then become the sole property of the Company.
- 5. The Customer/Developer agrees to furnish at his own expense all necessary easements and permits required for the installation of said electric extensions. Prior to

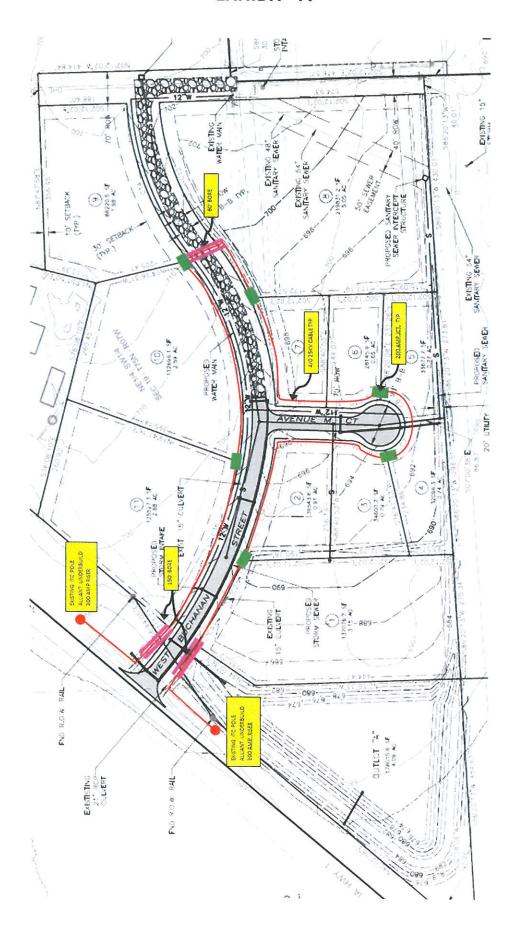
electric facilities installation the customer/developer agrees to install lot pins and have existing grade within six inches of final grade. The Customer/Developer and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.

- 6. The Customer/Developer agrees to physically mark the location of all obstacles on Customer/Developer's site that lie underground within ten feet of proposed excavation. Such obstacles may include, but are not limited to, septic and sewer systems, buried wire for out-buildings or decorative lighting, drain tiles and LP gas lines. The Customer/Developer shall mark the location of all such obstacles with stakes or flags or by painting the ground prior to and maintained until commencement of the proposed excavation. The Customer/Developer accepts full responsibility for any and all damage to, or damage caused by, Company or its contractor striking any such underground obstacles the Customer/Developer fails to mark or marks incorrectly.
- 7. Title to all electric facilities installed pursuant to this agreement shall be in the Company.
- 8. Applications for Electric Service referred to above shall be subject to and pursuant to applicable rules and regulations of the Company as contained in its tariff effective at the date of said applications with respect to the availability of Electric Service and the rates and charges for same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

INTERSTATE POWER AND LIGHT COMPANY
Ву
Title
CUSTOMER/DEVELOPER Tax ID #
Ву
Title

EXHIBIT "A"



Interstate Power & Light Company (Applicable to the Iowa Service Area) EXHIBIT "B"

ATTACHED ELECTRIC FACILITIES EXTENSION AGREEMENT

Customer Name: CITY OF WASHINGTON IOWA

Mailing Address: 215 E. WASHINTON ST
WASHINGTON IOWA, 52353

Project Address: WEST BUCHANAN STREET
INDUSTRIAL PARK

WEST BUCHANAN STREET
INDUSTRIAL PARK

Date: 9/1/2016

Account ID
SA ID
NUB Account ID
NUB SA ID
WR #
Contract #

The electric project contemplated herein is based upon the Company's Standard Charges for installation of new facilities.

Standard Charge Description	Billing Code	QTY	Installed Cost	
Distribution				
3 PHASE CABLE - UNDERGROUND PRIMARY - 4/0 AL		E-67	3,000 feet	\$22,500.00
3 PHASE RISER - UNDERGROUND PRIMARY - 4/0 AL	E-68	2 each	\$7,832.00	
3 PHASE JUNCTION BOX - 200 AMP		E-50	6 each	\$25,482.00
TRENCH/PLOW		I-19	2,640 feet	\$9,240.00
DIRECTIONAL BORING - 4"		I-11	360 feet	\$9,180.00
DUCT - PVC 4"	# of Ducts = 1	I-13	360 feet	\$1,548.00
LABOR - CABLE PULLING (PER FOOT PER DUCT)	# of Ducts = 1	1-06	360 feet	\$900.00
ELECTRIC 3 PERSON CREW SET-UP FEE (OH OR UG)		E-22	1 each	\$770.00

Total Installed Cost = \$77,452.00

Marginal Estimated Future Revenue Allowance = \$0.00

Total Installed Cost Without Tax Adder = \$77,452.00

lowa Advance Tax Adder = 23.335% Tax Adder Amount = \$18,073.42

Total Refundable Advance In Aid of Construction (for Extension) Required = \$95,525.42

IMENTS:			

Pricing valid for 30 calendar days. (until 10/01/2016)

version: 2015-03-24

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



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

Memorandum

September 16, 2016

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

From: Brent Hinson

City Administrator

Re: Vacating of Portion of 1500 Block East Madison for New Housing

The City has been approached by Triple V Development (Don/Tim/Matt Vogel) related to the possibility of vacating a portion of a small stub of the platted by undeveloped East Madison Street. This platted stub is extremely unlikely to be utilized in the future, and the only purpose it serves is for a small drainage ditch. Triple V has agreed to give back a drainage easement, so essentially the City is out nothing for agreeing to assist.

Triple V needs the 19' of platted street in order to construct 2 small single-family homes on the site of a nuisance house they tore down earlier this year; otherwise they cannot meet the minimum lot frontage under our zoning code. They had originally planned on construction a duplex, but feel two single-family detached homes will serve the market better. I believe this is a simple but great way for us to encourage the development of additional new housing in Washington.

RESOLUTION NO.	. 2016-
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RESOLUTION OF INTENT TO VACATE AND DISPOSE OF A PORTION OF EXCESS E. MADISON STREET RIGHT-OF-WAY.

WHEREAS, there currently exists an unused portion of right-of-way of E. Madison Street located east of S. 15th Avenue; and

WHEREAS, Triple V Development has approached the City about the vacation of a portion of E. Madison Street right-of-way so that a new residential house can be built on the lot he owns to the north of this portion of right-of-way; and

WHEREAS, it is in the best interests of the City to vacate said rights-of-way and return the property to the tax rolls as this right-of-way will not be used for a future street, subject to retention of a drainage easement from the City and

WHEREAS, it is now required for the City Council to set a public hearing on the intent to vacate said easement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Washington County, Iowa that a public hearing on the intent to vacate a portion of said E. Madison Street is hereby set for 6:00 p.m. on October 4, 2016 at the Council Chambers at 120 E. Main Street, Washington, Iowa. Further, the City Clerk is hereby directed to publish notice of said hearing in accordance with applicable law.

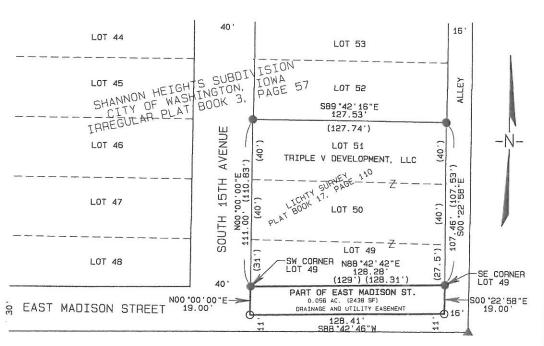
Passed and approved this 20th day of September, 2016.

	Sandra Johnson, Mayor
ATTEST:	
Illa Earnest, City Clerk	





PLAT OF SURVEY FOR THE CITY OF WASHINGTON Requested by Brent Hinson SEPTEMBER 12, 2016



REASON FOR SURVEY:

THE PROPOSED VACATION OF PART OF EAST MADISON STREET IS TO FACILITATE THE DEVELOPER OF THE ADJOINING LOTS TO MEET THE CITY'S ZONING REGULTMENTS FOR MINIMUM FRONTAGE DISTANCE AND SIDEYARD DISTANCES IN ORDER TO BUILD TWO NEW RESIDENCES.

THIS AREA OF EAST MADISON STREET IS AN OPEN DRAINAGE DITCH DRAINING TO THE EAST WHERE IT ENTERS A STORM SEWER PIPE NEAR THE SOUTHEAST CORNER OF THE SUBDIVISION. THIS AREA WILL NEVER BE USED AS A STREET.

THE CITY IS RETAINING A DRAINAGE AND UTILITY EASEMENT ON THIS PROPOSED AREA IN ORDER TO PRESERVE THE CURRENT USE AND PREVENT THE DEVELOPER FROM BUILDING ON THIS AREA.

LEGEND



FOUND YELLOW CAPPED 5/8" REBAR #13287 FOUND YELLOW CAPPED 5/8" REBAR #11430 SET RED CAPPED 5/8" REBAR #8144 RECORDED DIMENSION

DESCRIPTION:

A part of East Madison Street in Shannon Heights Subdivision, in the City of Washington, in Washington County, Iowa and more particularly described as follows:

Beginning at the southwest corner of Lot 49 in the said Shannon Heights Subdivision, thence N88°42'42"E 128.28 feet to the southeast corner of said Lot 49, thence S00°22'58"E 19.00 feet, thence S88°42'46"W 128.41 feet, thence N00°00'00"E 19.00 feet to the point of beginning and containing 0.056 Acre and being subject to all easements and restrictions of record including the City of Washington drainage and utility easement. All corners are monumented as shown on the September 12, 2016 plat of survey for the City of Washington.

0 25 50 100 Scale 1" = 50' Assumed Bearing

If this seal is not red colored, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies and all information should be disregarded unless verified by the licensee.

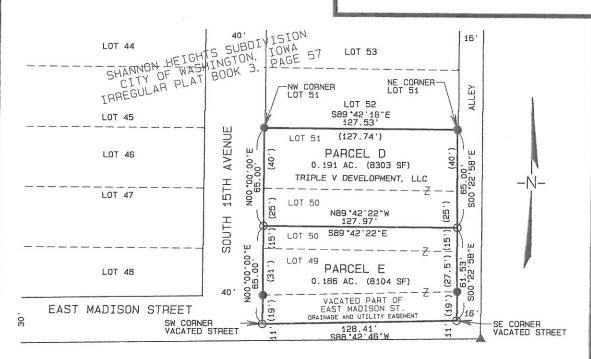
Sheets covered by this seal: 1

BAUER ENGINEERING & LAND SURVEYING, LLC

906 E. JEFFERSON ST. WASHINGTON, IA 52353 HOME (319) 653-2326 CELL (319) 653-1706 JOB 160903,1

The above City Official has approved this Plat of Sur	Date ————————————————————————————————————
I hereby certify that this land surveying document we performed by me or under my direct personal superve Surveyor under the laws of the State of Iowa.	os prepared and the Turk
Signed	Date
ROBERT J. BAUER	Iowa License No. 8144

PLAT OF SURVEY FOR TRIPLE V DEVELOPMENT, LLC Requested by Tim Vogel September 12, 2016



LEGEND



FOUND YELLOW CAPPED 5/8" REBAR #13287 FOUND YELLOW CAPPED 5/8" REBAR #11430 SET RED CAPPED 5/8" REBAR #8144 RECORDED DIMENSION

DESCRIPTIONS:

Auditor Parcel D in Lots 50 and 51, in Shannon Heights Subdivision, in the City of Washington, Washington County, Iowa and more particularly described as follows:

Beginning at the northwest corner of said Lot 51, thence S89°42'16"E 127.53 feet to the northeast corner of said Lot 51, thence S00°22'58"E 65.00 feet along the east side of said Lots 51 and 50, thence N89°42'22"W 127.97 feet to the west side of said Lot 50, thence N00°00'00"E 65.00 feet to the point of beginning and containing 0.191 Acre and being subject to all easements and restrictions of record. All corners are monumented as shown on the September 12, 2016 plat of survey for Triple V Development, LLC.

Auditor Parcel E in Lots 49 and 50 and the adjoining vacated part of East Madison Street, in Shannon Heights Subdivision, in the City of Washington, Washington County, Iowa and more particularly described as follows:

Beginning at the southwest corner of the said vacated East Madison Street, thence N00°00'00"E 65.00 feet along the west side of said vacated street and Lots 49 and 50 to the southwest corner of Parcel D, thence S89°42'22"E 127.97 feet to the southeast corner of Parcel D, thence S00°22'58"E 61.53 feet along the east side of said Lots 50 and 49 and to the southeast corner of the said vacated street, thence S88°42'46"W 128.41 feet to the point of beginning and containing 0.186 Acre and being subject to all easements and restrictions of record. All corners are monumented as shown on the September 12, 2016 plat of survey for Triple V Development, LLC.

25 50 100 Scale 1" = 50' Assumed Bearing

					 Date 			
The above	Building	Official .	has approved	this Plat	of Survey	for the Cit	y of Washingto	n.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Date ROBERT J. BAUER Iowa License No. 8144 WASHINGTON, IA 52353

If this seal is not red colored, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies and all information should be disregarded unless verified by the license Sheets covered by this seal: 1

> HOME (319) 653-2326 CELL (319) 653-1706 JOB 160903.2

BAUER ENGINEERING &

LAND SURVEYING, LLC

906 E. JEFFERSON ST.

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



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

Memorandum

September 16, 2016

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

From: Brent Hinson

City Administrator

Re: Worksession #2 on Business Park Lot Sales

Thanks for all your input at the last meeting. In order to work toward finalization of the necessary items for marketing of the Business Park lots, Kevin has prepared two documents for your review:

- 1) Proposed Protective Covenants; and
- 2) A Purchase Agreement/land contract with WEDG.

We reviewed existing ordinances and feel that as long as each building goes through the site plan process, we will be covered for any additional provisions we might have added.

I have also included an updated marketing plat sign design. I plan to move forward on this item within the next couple of weeks.

Pending your agreement, the October 4 meeting is shaping up to be the critical meeting for approval of all of the final items for the Business Park. This meeting would include consideration of the final plat of the subdivision/ dedication of streets, setting of lot sale prices, adoption of the covenants, and adoption of the agreement with WEDG.

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

PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, the City of Washington, Iowa, being the owner of the following premises in the City of Washington, Washington County, Iowa, to wit:

INSERT LEGAL DESCRIPTION

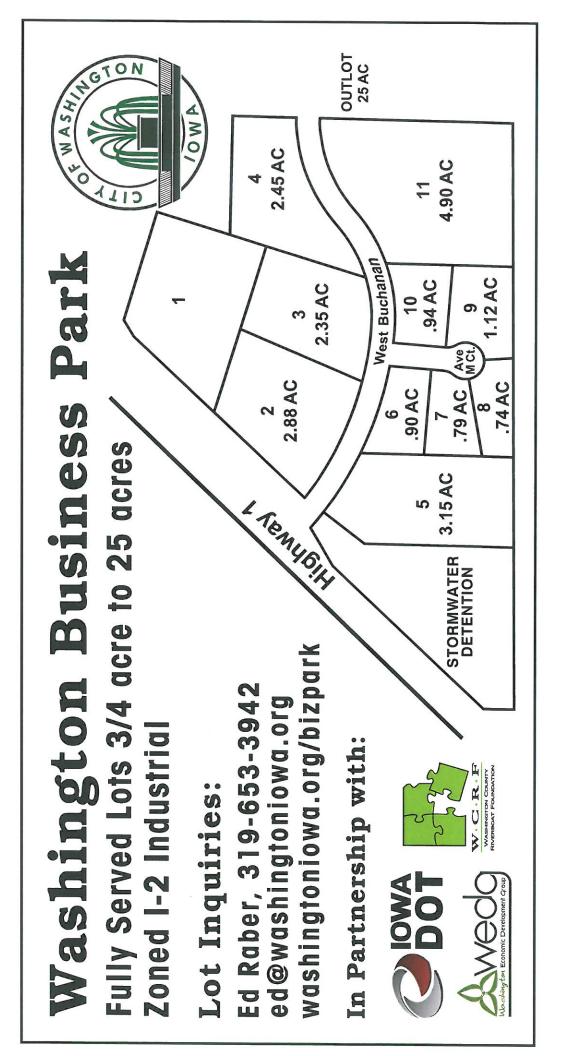
(the "Property")

for the mutual benefit of those persons who may purchase any of the Property now owned by the undersigned, hereby imposes the following covenants and restrictions on said Property as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

- A. <u>Permitted Uses.</u> The use of the Property shall be limited to the Permitted Principal Uses in the I-1 Light Industrial District and I-2 General Industrial District zoning districts of the Washington Code of Ordinances, <u>excepting therefrom the following uses:</u>
 - 1. Adult establishments pursuant to Chapter 132 of the Washington Code of Ordinances.
 - 2. Auto salvage and wrecking operations, industrial metal and waste salvage operations, and junk yards.
 - 3. Mini-storage projects.
- B. <u>Residential Use prohibited.</u> No portion of any of the Property shall be used for residential lots and there shall be no building or trailer located on any of the Property for residential purposes.
- C. <u>Accessory Uses.</u> The Accessory uses incidental to the Permitted Uses in the Washington Zoning Ordinance are allowable.
- D. <u>Parking Areas, Driveways and Loading Zones.</u> All parking, storage and driveway/drive aisles shall be constructed of asphalt or Portland concrete.
- E. <u>Signs</u>. All signs shall be monument-style signs, no pole signs are allowed.

- F. <u>No subdivision allowed.</u> No lot purchased in said subdivision shall be further subdivided by any owner of record.
- G. Repurchase Authorized. If the owner of any lot in this subdivision purchased its portion of the Property from the City of Washington, and no permanent structure has been constructed has been constructed within two (2) years from the date of recording of the deed for the conveyance of the portion of the Property, the City of Washington may repurchase said portion of Property by providing sixty (60) days' written notice to the owner at the address listed in the records of the Washington County Auditor or its intention to repurchase. Said repurchase price shall be the same price for which the portion of Property was sold to the owner.
- H. <u>Effective Period</u>. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years at which times said covenants shall cease unless these covenants are extended by a 75% vote of the owners of the Property.
- I. <u>Default.</u> If the parties hereto or any of them or their heirs or assigns shall violate, or attempt to violate any of the covenants set out herein during the time the covenants are still if effect, it shall be lawful for any other person or persons owning any other area in said Property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate said covenants or restrictions and either prevent them from doing so or recover damages for said violation.

Dated this _	day of	, 2016.
CITY OF W	ASHINGTON:	
Sandra John	son, 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: Washington City Clerk, 215 E. Washington Street, Washington, Iowa 52353

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT entered into by and between the City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353 (hereafter the "Seller"); and Washington Economic Development Group, 205 W. Main Street, Washington, Iowa 52353 (hereinafter the "Buyer").

1.	REAL ESTATE DESCRIPTION. The Seller agrees to sell and the Buyer agrees to purchase the following described properties in the City of Washington, Washington County, Iowa:
	Lots 2-11, Washington Business Park, Phase I, according to the plat thereof recorded in Book at page, Records of the Washington County Recorder.
	These parcels shall hereafter be collectively referred to as the "Property."
2	PURCHASE PRICE. The purchase price of each lot of the Property shall be as follows:

2. **PURCHASE PRICE.** The purchase price of each lot of the Property shall be as follows:

Lot 2: \$90,000 Lot 3: \$75,000 Lot 4: \$80,000 Lot 5: \$100,000 Lot 6: \$30,000 Lot 7: \$25,000 Lot 8: \$25,000 Lot 9: \$35,000 Lot 10:\$30,000 Lot 11:\$120,000

3. DATE OF POSSESSION/CLOSING. The Buyer have the right to market and sell the Property for a period of ten (10) years from the date of this Agreement. The Seller shall give possession of the Property, or any portion thereof, on the same date that the Buyer closes on the Property, or any portion thereof, with a permitted user of the Property.

- 4. **REAL ESTATE TAXES.** Seller shall pay any unpaid real estate taxes payable in prior years and any and all real estate taxes and utilities that accrue during the term of this Agreement.
- 5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to the date of possession. Buyer may, at his sole cost and expense, maintain insurance on the Property, but is not obliged to do so. The Seller shall maintain liability insurance only on the Property during the term of this Agreement.
- 6. **USE OF PURCHASE PRICE.** At the time of closing, the Buyer shall pay, without setoff, all the remaining monies due to the Seller after deducting the payments referenced in Paragraph 15 below.
- 7. **ABSTRACT AND TITLE.** Seller shall promptly obtain an abstract of title to the Property continued through the date of acceptance of an Offer produced by the Buyer to sell any portion of the Property to a permitted user, and deliver it to Buyer for examination. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law and title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to perfect title. If the closing is delayed by Seller's inability to provide marketable title, this Agreement shall remain in full force and effect unless rescinded by Buyer after giving ten days written notice to Seller. The abstract shall become property of Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting work due to any act or omission of Seller.
- 8. **DEED.** Upon payment of the purchase price, Seller shall convey the Property to Buyer by Quit Claim Deed, free and clear of all liens, restrictions, and encumbrances.
- 9. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

10. REMEDIES OF THE PARTIES.

- a. If Buyer fails to perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited, at Seller's option, upon thirty days written notice of intention to accelerate the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter, this contract may be foreclosed in equity and the Court may appoint a receiver.
- b. If Seller fails to timely perform this contract, Buyer shall have the right to have all payments made returned to them.
- c. Seller and Buyer also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain a judgment for costs and attorneys fees as permitted by law.

- 11. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
- 12. **ASSIGNMENT.** Either party may assign this Purchase Agreement by giving written notice of said assignment to the other party.
- 13. **CONSTRUCTION.** Words and phrased shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 14. **CERTIFICATION.** Seller and Buyer each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.
- 15. **CREDITS FROM PURCHASE PRICE ALLOWABLE.** The Buyer shall be allowed to deduct from the Purchase Price listed in Paragraph 2 above, or another price approved by the Washington City Council, the costs to include, but not be limited to, the costs of any real estate commissions, recording fees, transfer taxes and 6% of the final purchase price as payment for marketing the Property on behalf of the City.
- 16. **TIME OF ACCEPTANCE.** The Seller shall have until 5:00 p.m. on Friday, September 30, 2016 to accept this Offer by the City or this Agreement shall become null and void.

Seller:	Buyer:
City of Washington, Iowa	Washington Economic Development Group
By:	
Sandra Johnson, Mayor	Edward Raber, President
Date:	Date:

STATE OF IOWA, COUNTY OF WASHINGTON, ss:
This instrument was acknowledged before me on this day of, 2016, by Sandra Johnson and Illa Earnest, as Mayor and City Clerk respectively of the City of Washington.
Notary public
STATE OF IOWA, COUNTY OF WASHINGTON, ss:
This instrument was acknowledged before me on this day of, 2016, by Edward Raber as President of the Washington
Economic Development Group.
Notary Public