



AGENDA OF THE SPECIAL SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
FIRE DEPARTMENT TRAINING ROOM,
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, FEBRUARY 25, 2020

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Special Session to be held at 6:00 P.M., Tuesday, February 25, 2020 to be approved as proposed or amended.

SPECIAL PRESENTATION

Chamber of Commerce Summer/Fall Events Request

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

PUBLIC HEARING

NEW BUSINESS

1. Discussion and Consideration of City Hall/Police Furniture Package
2. Discussion and Consideration of a Resolution Accepting Donation of Real Property from NLW Holdings - Whitesell Property. (tabled 02-18-2020)

WORKSHOP

FY21 Budget – Outside Entities

Discussion and Consideration of Setting FY21 Budget Hearing for March 17, 2020

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Brendan DeLong
Steven Gault

Elaine Moore
Danielle Pettit-Majewski
Fran Stigers
Millie Youngquist

ADJOURNMENT



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Ila Earnest, 319-653-6584 ext 131; learnest@washingtioniowa.gov

****Requires advance City Council approval- Council meets 1st & 3rd Tuesdays at 6 PM;
Completed applications are due the Thursday previous to the meeting****

1. APPLICANT INFORMATION

Name/Event: Summer Classic
Coordinator: Alisha Davis
Contact Number: 319-750-1546
Email Address: Alisha@washingtioniowa.org

2. EVENT INFORMATION

Event Description: 4 Day long celebration held in central park

Days/Dates of Event: June 4 - Day Day, June 5: Family Day June 6: Ridiculous Day
June 7: Latino Festival
Time(s) of Event: (Include Set Up/Tear Down Time) 8-8 each Day (except Saturday 8-3)
Event Location: Central Park

Will event require an alcohol license or require modification of an existing license? Yes ☒ No

3. REQUEST INFORMATION (Check All Applicable Items)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

☒ Temporarily close a street for a special event (specify street, times, and indicate on map:).

Description: Ridiculous Day parade, antique tractor parade, see maps for each day for parking spaces to be reserved

Method of notification for businesses/downtown residents (if applicable):

Letter to businesses + residents downtown delivered in April

Other Requests

☒ Temporarily park in a "No Parking" area
location: _____

☒ Use of City Park (specify park: _____)
Electrical Needs: OUTLETS FOR food
vendors

_____ Walk/Run (attach map of route and indicate streets to be closed)

_____ Fireworks (specify location:) _____

☒ Use of gators/UTV/ATV on City streets

☒ Parade (attach map of route and indicate streets to be closed)

_____ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

_____ Other (please specify:) _____

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

☒ Street barricades

_____ Emergency "No Parking" Signs

☒ Traffic cones

☒ Picnic Tables

☒ Yield signs for crosswalks

☒ Garbage/Recycling Barrels

☒ Street Sweeping following (parades)

☒ Other (please specify:) Cleaning
Park

5. SOUND SYSTEMS Please indicate if the following will be used (verify availability with Parks Dept):

☒ Amplified Sound/Speaker System

☒ Public Address System

☒ Recorded/Live Music

☒ If so: BMI/ASCAP License obtained?
yes

6. SANITATION Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? ☒ Yes _____ No If yes, how many? 10
(General guideline of 1 restroom/100 people) 4 - downtown

Will handwashing/hand sanitizer stations be provided? ☒ Yes 3 No If yes, how many? 4 - downtown
1 - Flightline Live

Contact Person: Curry's Transportation

Phone: 563-243-4100

7. INSURANCE

For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events held on public property, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

☒ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Illa Earnest, 319-653-6584 ext 131; learnest@washingtioniowa.gov

****Requires advance City Council approval- Council meets 1st & 3rd Tuesdays at 6 PM;
Completed applications are due the Thursday previous to the meeting****

1. APPLICANT INFORMATION

Name/Event: Craft Fair
Coordinator: Alisha Davis
Contact Number: 319-750-1540
Email Address: Alisha@washingtioniowa.org

2. EVENT INFORMATION

Event Description: 100 Craft + Food vendors, workshops and more!

Days/Dates of Event: Saturday September 12th
Time(s) of Event: (Include Set Up/Tear Down Time) 10am - 5pm
Event Location: Central Park

Will event require an alcohol license or require modification of an existing license? ☐ Yes ☒ No

3. REQUEST INFORMATION (Check All Applicable Items)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

☐ Temporarily close a street for a special event (specify street, times, and indicate on map:)

Description: _____

Method of Notification for businesses/downtown residents (if applicable):

Letter to businesses in July/August

Other Requests

☐ Temporarily park in a "No Parking" area
location: _____

☒ Use of City Park (specify park: _____)
Electrical Needs: pole outlet for
vendors

☐ Walk/Run (attach map of route and indicate
streets to be closed)

☐ Fireworks (specify location:)

☐ Use of gators/UTV/ATV on City streets

☐ Parade (attach map of route and indicate
streets to be closed)

☐ Tent(s) to be used – over 400 sq ft or canopies
over 1,000 sq ft

☐ Other (please specify:)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

☒ Street barricades

☐ Emergency "No Parking" Signs

☒ Traffic cones

☒ Picnic Tables

☒ Yield signs for crosswalks

☒ Garbage/Recycling Barrels

☐ Street Sweeping following (parades)

☒ Other (please specify:)

Cleaning park

5. SOUND SYSTEMS Please indicate if the following will be used (verify availability with Parks Dept):

☒ Amplified Sound/Speaker System

☒ Public Address System

☒ Recorded/Live Music

yes If so: BMI/ASCAP License obtained?

6. SANITATION Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? ____ Yes ☒ No ____ If yes, how many? ____
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? ____ Yes ☒ No ____ If yes, how many?)

Contact Person: _____

Phone: _____

7. INSURANCE

For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events held on public property, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

☒ Certificate of Insurance provided and accepted ____ Certificate of Insurance not required



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Illa Earnest, 319-653-6584 ext 131; learnest@washingtongiowa.gov

****Requires advance City Council approval- Council meets 1st & 3rd Tuesdays at 6 PM;
Completed applications are due the Thursday previous to the meeting****

1. APPLICANT INFORMATION

Name/Event: TRICK or TREAT Around the Square

Coordinator: Alisha Davis

Contact Number: 319-750-1544

Email Address: Alisha@washingtongiowa.org

2. EVENT INFORMATION

Event Description: TRICK or TREAT @ businesses around Square Activities at YMCA location (New)

Days/Dates of Event: Thursday, October 20th

Time(s) of Event: (Include Set Up/Tear Down Time) 2 - 8:30 pm

Event Location: Downtown square + YMCA

Will event require an alcohol license or require modification of an existing license? ☐ Yes ☒ No

3. REQUEST INFORMATION (Check All Applicable Items)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

☐ Temporarily close a street for a special event (specify street, times, and indicate on map:)

Description: _____

Method of Notification for businesses/downtown residents (If applicable):

Other Requests

_____ Temporarily park in a "No Parking" area location: _____

_____ Use of City Park (specify park: _____)
Electrical Needs: _____

_____ Walk/Run (attach map of route and indicate streets to be closed)

_____ Fireworks (specify location:)

_____ Use of gators/UTV/ATV on City streets

_____ Parade (attach map of route and indicate streets to be closed)

_____ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

☒ Other (please specify:)

Hayrack rider to + from y.

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

☒ Street barricades

_____ Emergency "No Parking" Signs

☒ Traffic cones

_____ Picnic Tables

☒ Yield signs for crosswalks

☒ Garbage/Recycling Barrels

_____ Street Sweeping following (parades)

_____ Other (please specify:)

5. SOUND SYSTEMS Please indicate if the following will be used (verify availability with Parks Dept):

☒ Amplified Sound/Speaker System

_____ Recorded/Live Music

☒ Public Address System

_____ If so: BMI/ASCAP License obtained?

6. SANITATION Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? _____ Yes ☒ No If yes, how many? _____
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? _____ Yes ☒ No If yes, how many?)

Contact Person: _____

Phone: _____

7. INSURANCE

For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events held on public property, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

☒ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

8. AGREEMENT

In consideration of the City of Washington, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Washington, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Washington, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the codes, rules, regulations, terms and conditions established by the City of Washington, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.



Applicant/Sponsor Signature

1/23/20

Date

DEPARTMENT APPROVALS

Indicate Date
Contacted

1/17

The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.

City Clerk Illa Earnest 319-653-6584 iearnest@washingtونيowa.gov
(Liquor Licenses) ext 131

Comments/Restrictions:

1/23

Police Chief Jim Lester 319-458-0264 jlester@washingtونيowa.gov

Comments/Restrictions:

1/23

Fire Chief Tom Wide 319-863-3332 firedept@washingtونيowa.gov

Comments/Restrictions:

1/23

Streets JJ Bell 319-653-1538 jjbell@washingtونيowa.gov

Comments/Restrictions:

1/23

Parks Nick Pacha 319-321-4886 npacha@washingtونيowa.gov

Comments/Restrictions:

1/23

County Environmental Health (if serving food):

Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us

Comments/Restrictions:

CITY COUNCIL APPROVAL

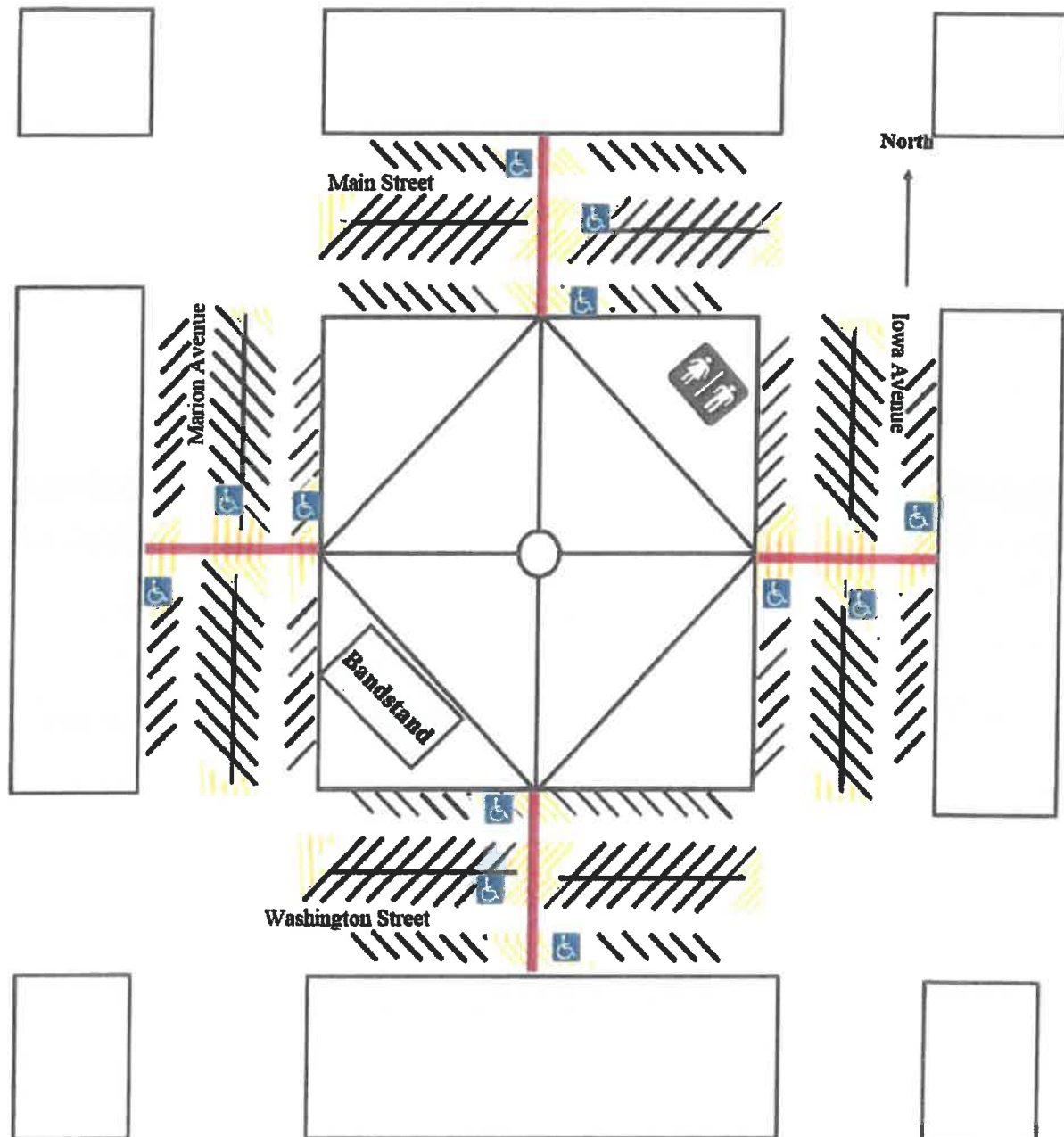
City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

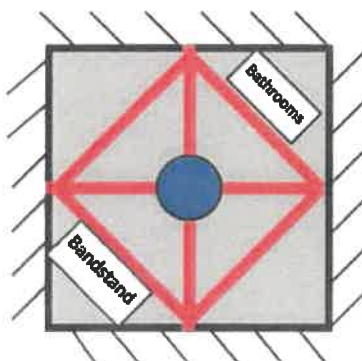
Downtown Map (If Area Outside Downtown, Please Attach a Map):



2020 Participants

Oktober Madness

Washington's Halloween for All Ages

Washington Title & Guaranty H		Systems Unlimited		Needle & Thread X	Needle & Thread X	Joy of Music P	Latta Harris P	City Point P (Teal Pumpkin)	itech/ Wireless P	Hills Bank	Wingas Hy-Vee	Earthly Blessings P	Panda P	Federation Bank & Schwans P & H		
The Village P		P (Teal Pumpkin)												Public Health (Teal Pumpkin)		Vitetoe Insurance
New Attitude														Pearl Valley		Farmers Mutual
Elliott Realty P														Walmart		Greclans Jewelry
Advanced Services P														Hillicrest		Antique Mall
Simply Spa		Dental House of Washington												P		Brown's Shoe
Taste of China P														YMCA		
Washington State Bank		WSB (Teal Pumpkin & Contest) iGraphix 4-H												CBI Bank		Kelly Brown
														P & H		Don's Jeweler
														P & H		Art Domestique
														P & H Teal Pumpkin		Dodici Shop
														P & H Teal Pumpkin		Café Dodici
Ambulance		Optimae	Vetters	P	P	P (Teal Pumpkin)	P (Costume Contest)	P	Central Park Community Center	Wolf Floral	Fitness & Friends	Crooked Creek	Country Market			
		Coffee	Ameriprise	Jaz It Up!	Verizon	State Farm	Washington Public Library									

P- Participating Business

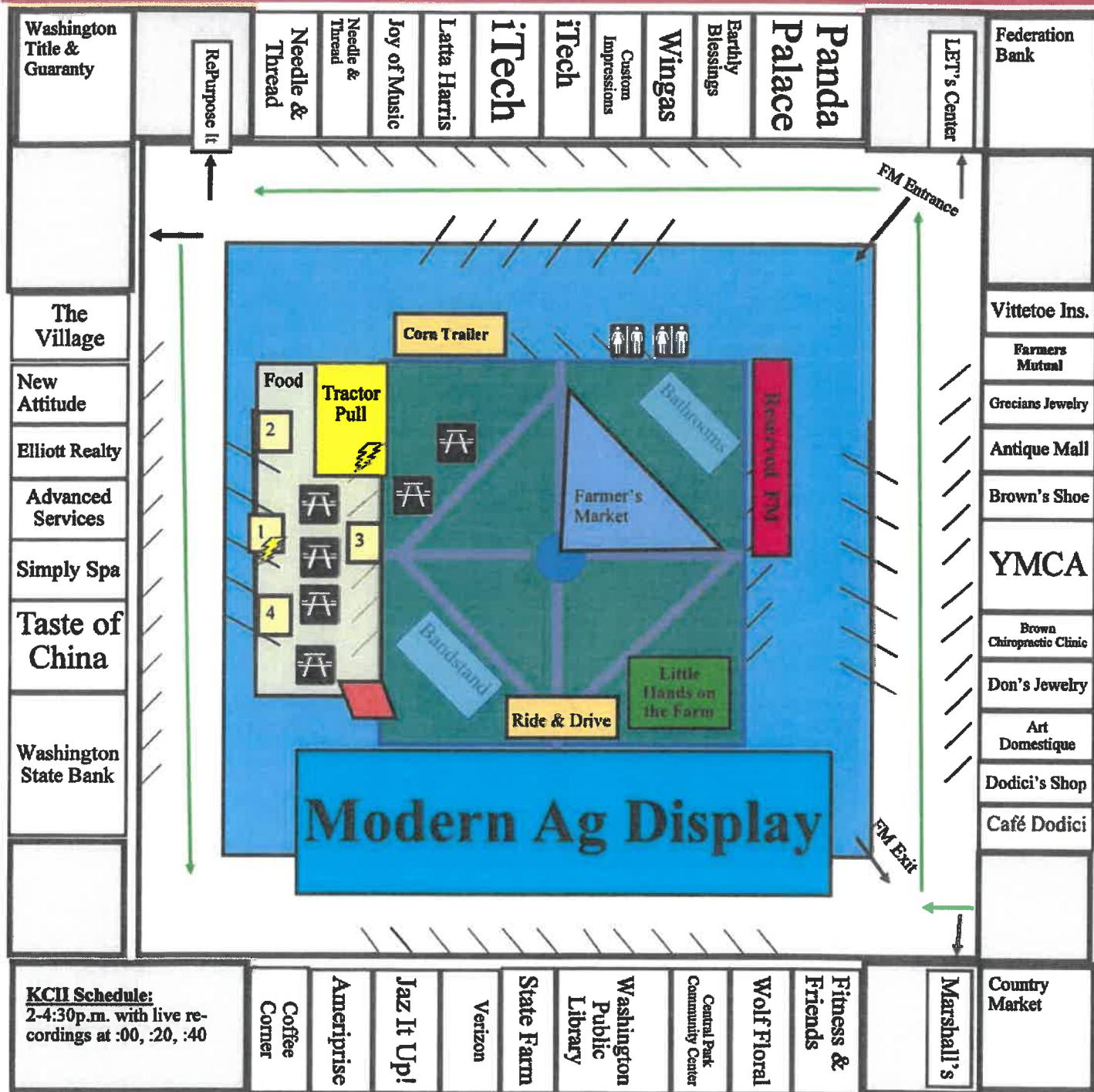
X- Not Participating

H- Will host/ share sidewalk





Washington Downtown Street Closures & Activities 2020 Summer Classic: THURSDAY, JUNE 4— Ag Day



Pedestrian Zone	Kiddie Tractor Pull
Food Court: Thurs—Sun	Farmer's Market
Municipal Band Trailer	Reserved load/unload FM
Bathrooms	Modern Ag Display
Electricity	Little Hands on the Farm

- | | |
|----------------------|------------------------|
| 1 Cheryl's Ice Cream | 3 Cattle Producers |
| 2 Pork Producers | 4 El Gringo Loco Tacos |

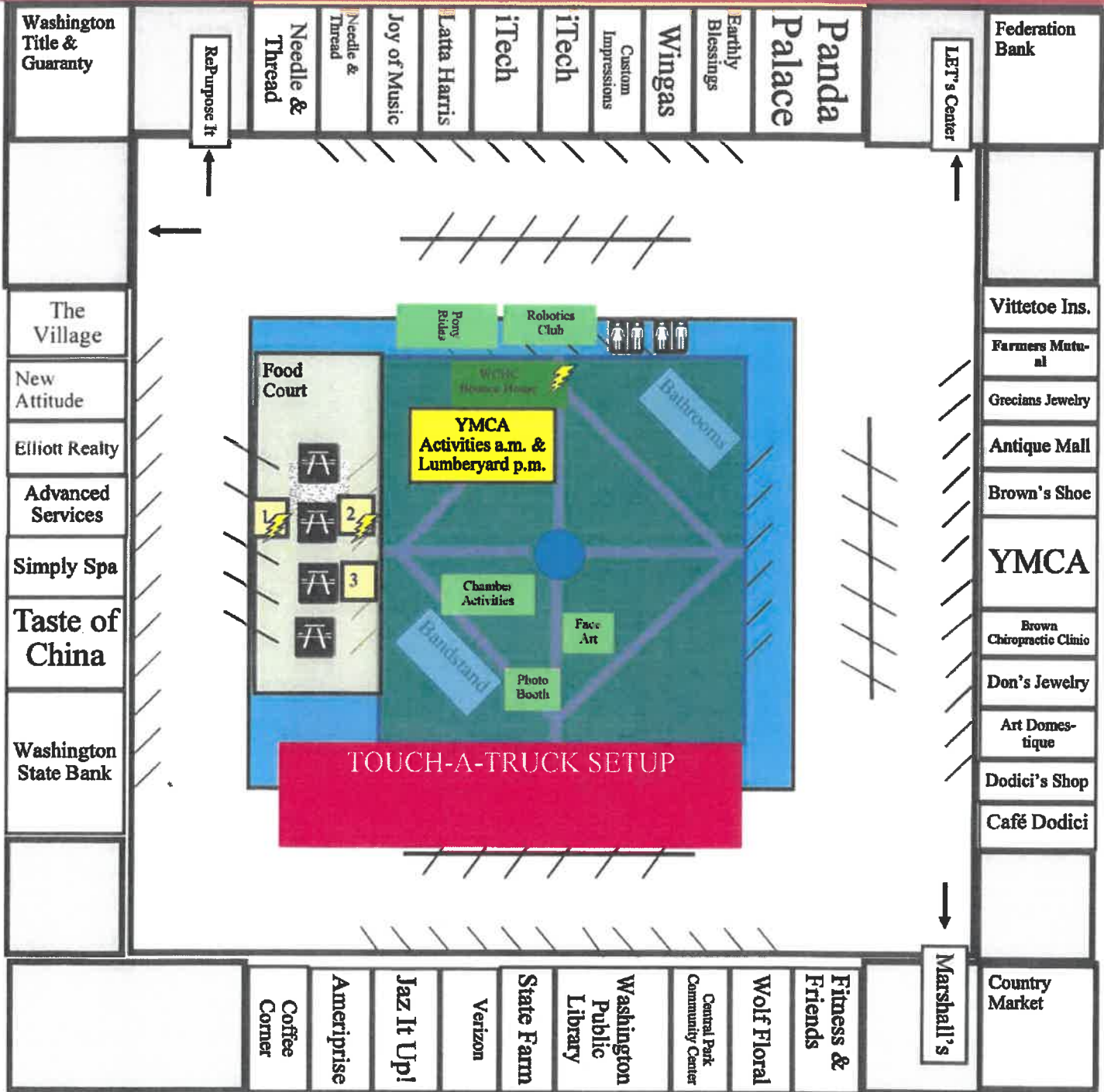
KCII Schedule
2-5pm

Bandstand Schedule
5:15-7:30pm Mike Whittaker & Bump Family
8pm Municipal Band



Washington Downtown Street Closures & Activities

2020 Summer Classic: **FRIDAY, JUNE 5**—Family Day



Pedestrian Zone: Thursday—Sunday

Food Court: Thursday—Sunday



WCHC Bounce House



KCH Schedule

3-6p.m. with live recordings at :00, :20, :40

Bandstand Schedule

5-6pm: Joy of Music Sing-A-Long
6-7pm: DeVox
7-8pm: WHS Concert Choir
8:30pm Movies on Main Street: The Greatest Showman

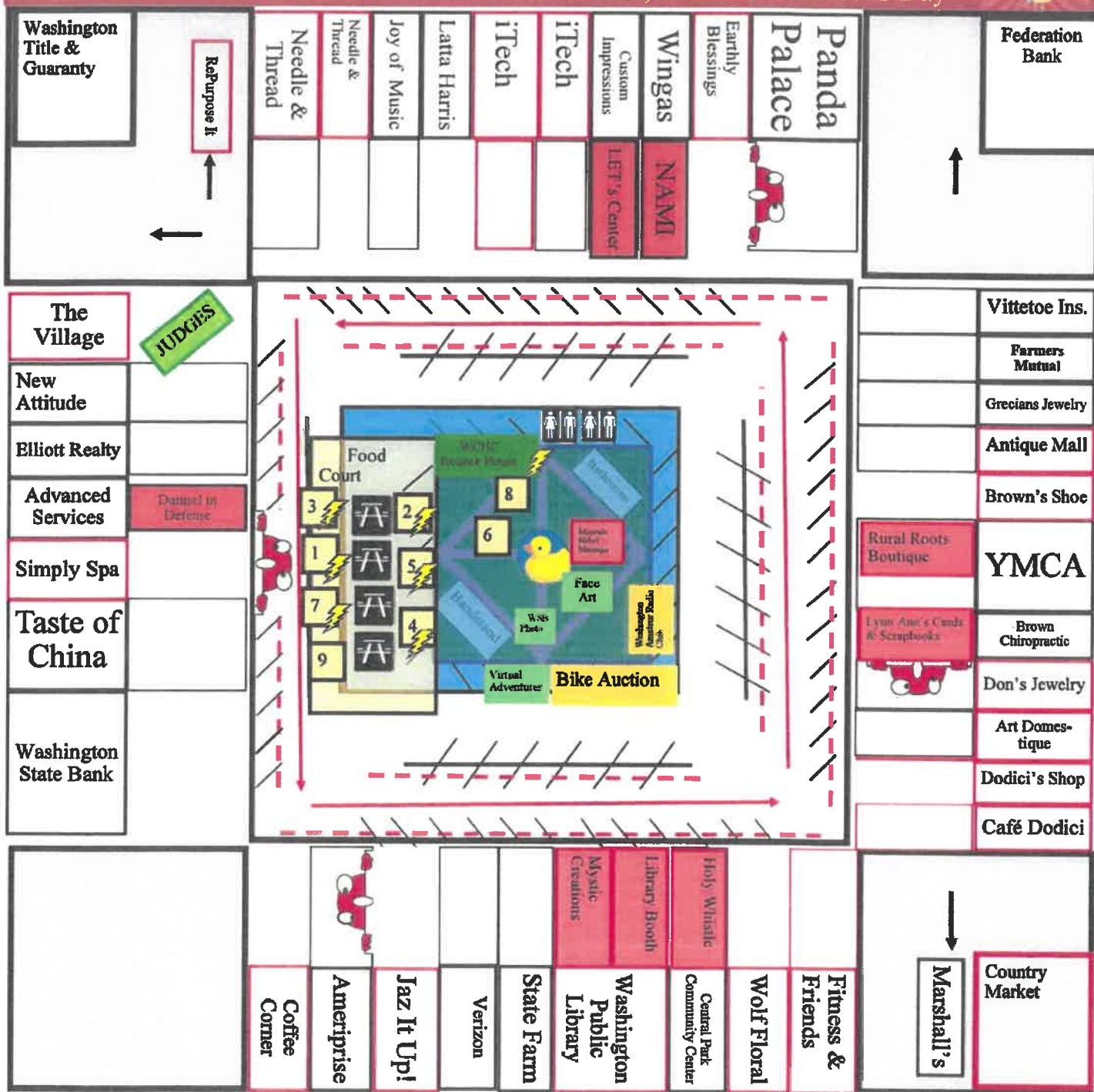
1 Cheryl's Ice Cream

2 Juke Box Vittles

3 El Gringo Loco Tacos



Washington Downtown Street Closures & Activities 2020 Summer Classic: SATURDAY, June 6– Ridiculous Day



- Pedestrian Zone: Thursday– Sunday**
- Food Court: Thursday–Sunday**
- Open/ Sales**
- JUDGES**
- Bike Auction**

- Bathrooms**
- Electricity**
- KCH Schedule**
8-10:30am
12:30-2pm
- Parade Route, 1pm** →

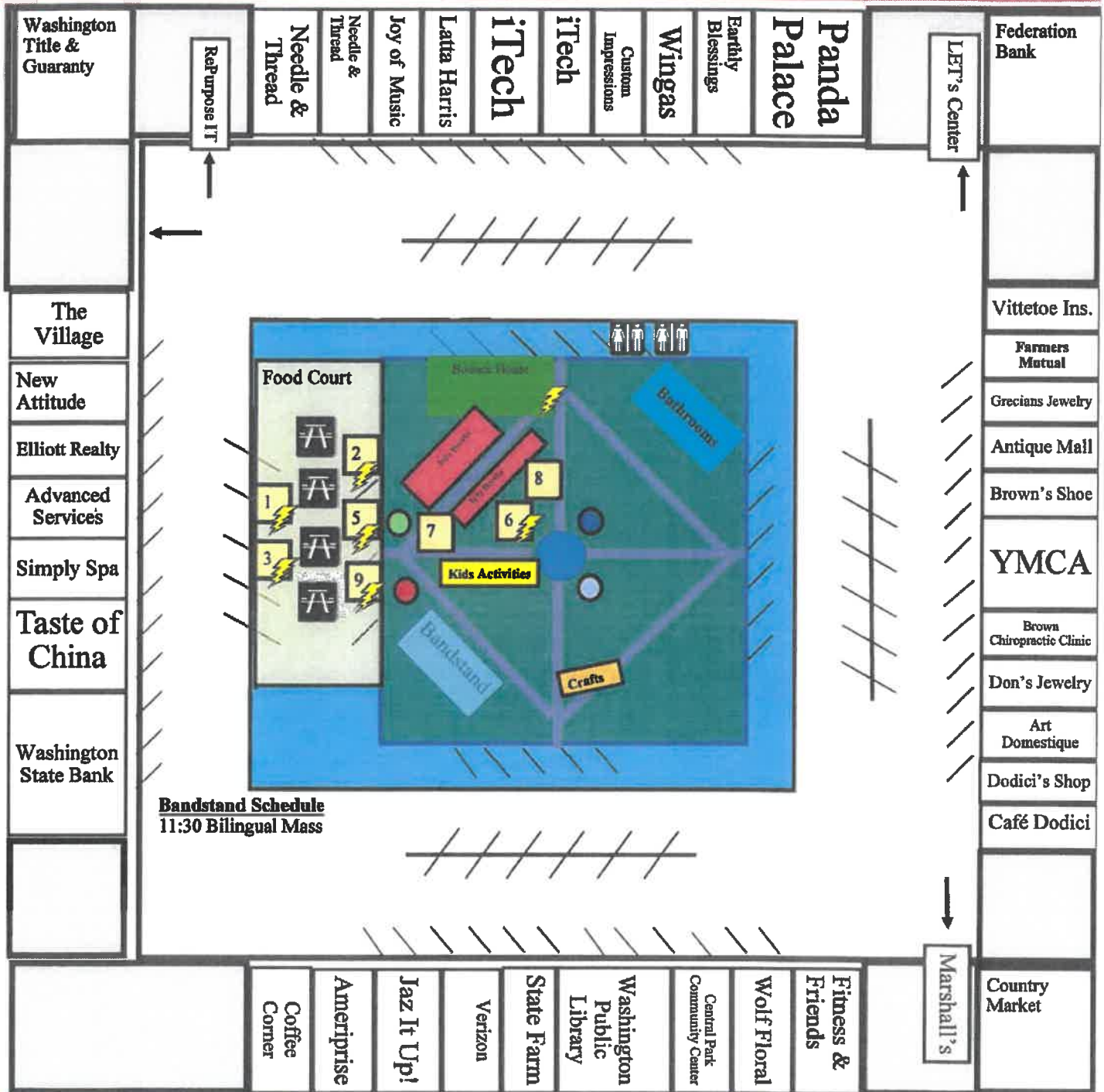
- Bandstand Schedule**
10am Princess Contest
10:30am Superhero Contest
11:30am Lunch begins
Noon: Ducks in FOUNTAIN
1pm: Ridiculous Day Parade!
Parade Line Up at 11am.

- 1** Cheryl's Ice Cream
- 2** St. James
- 3** Stone Wall Brick Oven Pizza
- 4** Sweet P's Concessions
- 5** Lugo's Popcorn
- 6** Hy-Vee
- 7** Juke Box Vittles
- 8** Gabby's Corn
- 9** El Gringo Loco Tacos

--- Closed Saturday 11am-2pm for parade



Washington Downtown Street Closures & Activities 2020 Summer Classic: SUNDAY, June 7– Latino Festival



Pedestrian Zone: Thursday– Sunday

Food Court: Thursday - Sunday

Bathrooms

Electricity

Pinatas

Latinos

Community 1st Booth

JW Vittetoe

Bandstand Schedule

11:30am-12:30pm: St. James Bilingual Mass

12:40-6pm: A Variety of Delicious Latino Food Vendors serving Tacos, Tortas, Burritos, Tamales, Corn, Limonadas, Mango Ice Cream, Puerto Rican Food and more! Latino Musical Performances, Children & Family Activities including a Bounce House, Free Face Painting, Pinatas, Games & Dancing. Join in on the Corn Eating, Salsa & Regalia Contests, Zumba, Churromais Clown from Moline, Educational & Informational Booths.

1 Cheryl's

2 St. James

3 Super Taco

5 Take2Scene2

6 Martinez Cotton Candy

7 Tiny Town

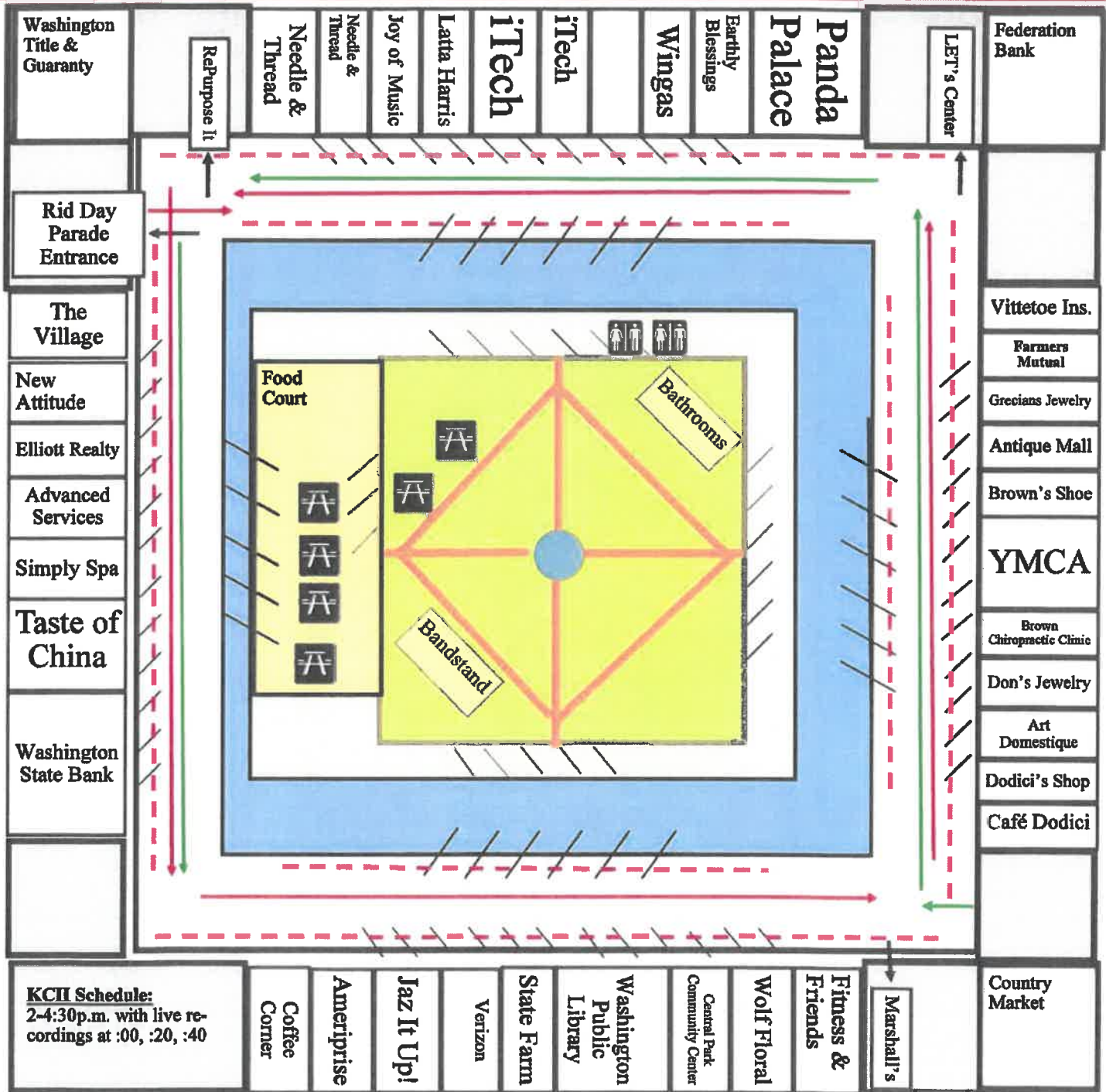
8 Gabby's Corn

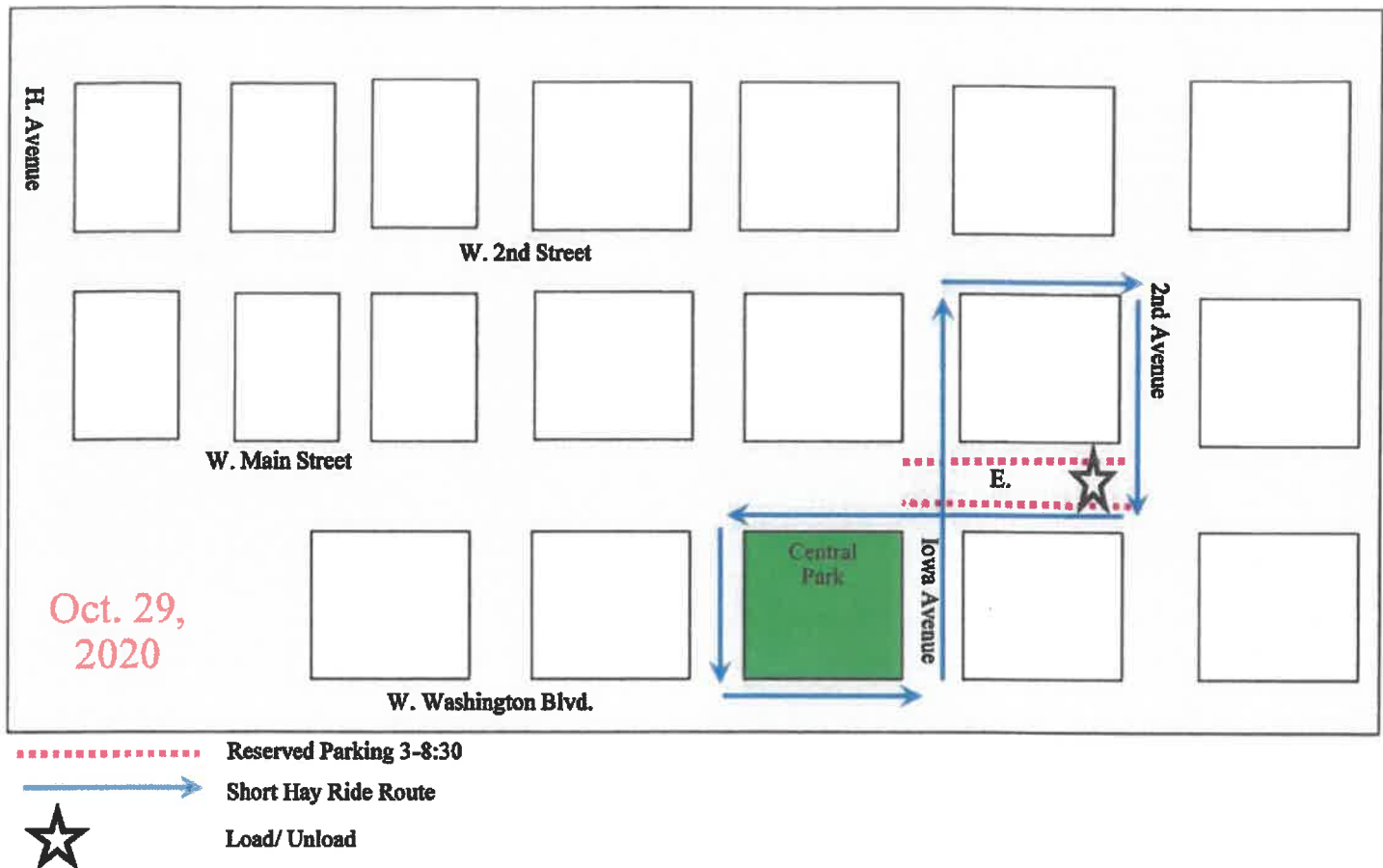
9 Guzman Hamburgers



Washington Downtown Street Closures

2020 Summer Classic: June 4-7





Two tractors will take short routes from in front of the YMCA, around the Square then looping around to park back in front of the YMCA.

The hay ride will be run by the Antique Tractor Club and will start after the traditional Trick-or-Treat Around the Square.

Trick-or-Treat Around the Square: 5pm

Pony rides, bounce houses, games, meal at the YMCA: 5:30-7:30pm.

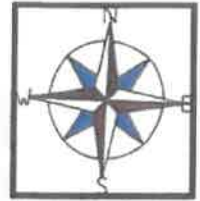
Two tractors providing hayrack rides: 6:00-7:30pm.

Address questions to:

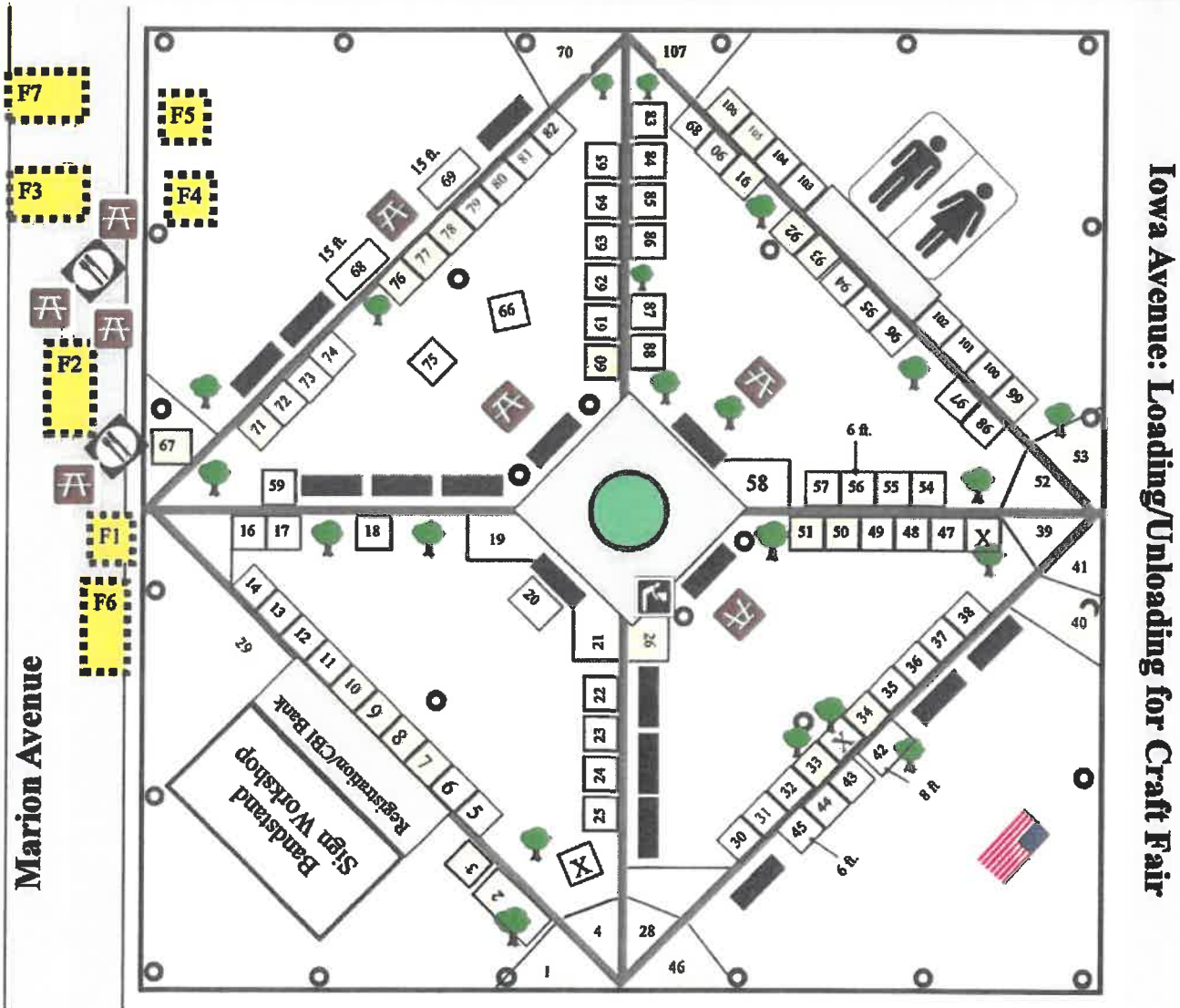
Alisha Davis
Event Coordinator
Chamber of Commerce
319-653-3272
Info@washingtioniowa.org



Craft Fair Map



Main Street



Washington Street

The standard booth size is 10ft. X 10ft.

Booths that allow for electricity

Light Poles have electric outlets



Trees

Park Bench



Picnic Table



Water Fountain has water spigot for hose attachment

Created by and property of the
Washington Chamber of Commerce

Updated 9/10/19



2019 Craft Fair Vendors

1. Funky Junk: Refurbished furniture & crafts
2. RiverBend Creations: Vinyl creations
3. Kissable Lips by Rhonda: LipSense
4. BJV & Co, LLC: Holy whistle that alerts wildlife of driving
5. 81 Gifts: Bags, Totes, Purses, Organizers
6. Suzy's Jewels & Ponchos: Snap jewelry, Drinkware, Fleece items
7. Newton Fruit-n-Things: Amish Preserves, Pocket Plus, Seasonal Produce
8. Prayer Focus in Wood: Wooden sculpted hearts, butterfly crosses, etc.
9. Mills Seed: Architectural materials
10. Much Love Treasures: Handmade crafts, crocheted items, signs & clothing
11. Premier Designs Jewelry: Jewelry
12. The Paupered Chef: Kitchen supplies
13. Release the Kraken Bath & Body: Bath Products
14. Myrtle Tyrtle Creations: Fabric items-hits, burp cloths, tooth fairy pillows, blankets, potholders
- 16 & 17. Sass Family Farm: Fall produce, antiques & crafts
18. Bath Fitter: Refurbished furniture & crafts
19. LnhRoe: Clothing-womens, kids, teens & mens
20. Grandpa's Barn Board: Signs made from barn boards, bed springs & hearts, other various crafts
21. Fancy Pants & Fabulous Finds: American girl dolls & handmade crafts
22. & 23. Norwex: Cleaning and Personal Care & Jeweled Page/Old Sew & Sew: Jewelry-bead, paracord, gemstone & wire wrap
24. Sunshine Soy Candles: Hand poured soy candles
25. Harvey's Custom Engravings: Custom Engraver of glass, mirrors, wood, metal
26. Scentry: Scented Soy Wax
28. Spoon River Valley Scenic Drive: Info booth & merchandise
29. Faith & Findings: Jewelry, magnets, etc. made from upcycled scrabble tiles, clay metal
30. Stuff A Bear And More
31. Hanna Banana Creations: Handmade signs, repainted furniture, thrift store upcycles, hand painted items.
32. Dot Dot Smile by Amber Kline: Little girls dresses
33. Al Made: Jewelry, accessories, home décor, seasonal décor, t-shirts, wood items
34. Crafts: Decorated wooden boxes, horseshoe tin catchers, horseshoe picture frames
35. Stitches: Knit, crochet, sewing items
36. Face Designs by Jess: Face Painting
38. Java Dog Toys: Handmade dog toys, leashes, collars, snuffle mats & cat toys
39. Bower's Designs: Florals, lighted baskets, emu oil lotions, lotion sticks, soaps
40. ABC Design Company: Home gifts, cups, signs
41. Tupperware: Kitchen & Storage Solutions
42. FoxyChick Cuts & Crafts: Faux leather earrings, hair bows, scarves, holiday ornaments/décor
43. See The Joy Boutique: Women's Fashion
44. A&D home.spun designs: Handmade shirts & crafts
45. Black Eyed Susan's Primitives: Paper Mache Halloween & Christmas, Primitive stitchery & handcrafted leather & pearl jewelry
46. Robin Miller: Stretchy Bracelets, Necklaces & Earrings
47. Kathleen Rose Designs: Handmade accessories, apparel & jewelry
48. Loom Woven Rugs
49. Long Creek Candle Company, LLC: Soywax candles & melts
50. Sparetime: Pillows
51. Custom Expressions: Hand stamped metal jewelry
52. Fisher Fashion: Knitted items & jewelry
53. Seasonal Home Décor & Gift Baskets
54. BJM Creations/ G.R.E.E.N: Photography items, mittens, puppets, bags
55. Two Jennifers: Soldered glass pendants, stamped jewelry, glass tile pendants, leather cuffs, earrings, bracelets, charm bracelets, necklaces & stained glass ornaments
57. Hospice of Washington County: Quilt Raffle for Fundraising
58. Grammy's Ruffles: Reversible 2 layered fleece infant to toddler car seat ponchos
59. Wollen Mittens & More: Mittens made from recycled wool sweaters with fleece lining
60. Paly's Pipes: Steam punk lamps & Home decor
61. Creations by the Beck's: Personal & customized items, signs, shirts, wreaths, etc.
67. Anything Country Crafts: Seasonal wood décor & barn wood signs
68. Mama Llana Barn: Children's & women's boutique
69. LET's Center for the Healing & Creative Arts: Mixed Media
70. Hollow Hill Designs: Metal yard art
71. Ah Jeez: Dry Food Mixes
72. The New You: Snap jewelry & accessories
73. Plain Sight Woodworking: Unique custom made wood products
74. K+D Jewelry Design: Handmade jewelry
75. Walker Family Farm: Alpaca apparel
76. Cosmic Creations: Signs, Yarn Tapestries, Fluid Art
77. Leaf Filter: Gutter protection
78. Rustic Road: Wreaths, Centerpieces, Soap, Bath Bombs
79. Jackson Blue Handmade: Leather jewelry
80. Custom Metal Art
82. Custom Woodcraft LLC: Hand turned items made of wood & resin, pens, wine bottle stoppers, ice cream scoops
83. The Art Nest: Artwork, Drawings, Pen, Paintings
84. Mary Kay: Beauty products
86. Sandy's Country Creations: Wooden roses, barn wood designs, florals, wreaths, decorations
- 87 & 88. Designs by Dorcas: Barn quilts & word blocks
89. Rural Roots Boutique: Women's clothing
90. Miss No Fish: Fishing pole holder
91. Barn Board Framed Puzzles: Framed Puzzles
92. Designs by Jeanne: Jewelry and fused glass
93. Color Street: 100% Nail polish strips
94. Soft Scent Candle Shop: Soy candles, wax tarts & goat's milk lotion
95. River Bottom Hill Co.: Jewelry, tree pendants & tree sculpture
96. Mystic Creations: Soaps & bath products
98. Kucera Fabrication: Metal signs & barn wood furniture
100. Country Thyme Bath & Body: Handmade lotions, body washes, sugar scrubs, bath bombs, lip bombs, soap
101. Usborne Books & More: Kid's books
102. Spooktacular Pumpkins: Carved Craft Pumpkins
103. Jessica's Antiques: Hand built furniture, refinished trunks, stained glass windows
104. Craze It: Daily planners & calendars
105. Woof Das Baby: Dog clothes & collars
106. Linda's Design Studio: Handmade jewelry
107. Dog Bandanas Creations: Dog bandanas, pet blankets, toy crates



TAG US in your pictures!
#washingtongcraftshow

FOOD VENDORS

- F1- Lugo Gourmet Popcorn—**
Gourmet popcorn
- F2- Ice Cream Shack—**Walking ta-
cos, nachos, homemade ice cream &
shakes
- F3—Stone Wall Brick Oven Pizza—**
Homemade pizzas
- F4—Gabby's Snack—**Mexican corn,
fruit & snacks
- F5-Tiny Town-Puerto Rican**
- F6-Salty Hog-BBQ**
- F7-El Gringo Loco-Tacos**

September 7th, 2019
9:00am-3:00pm

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Washington

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February 20, 2020

City of Washington
Jaron Rosien, Mayor
215 E. Washington Street
Washington, Iowa 52353

Re: Washington City Hall & Police Station – Furniture Package Recommendation
Washington, Iowa

Dear Mayor Rosien & Members of the City Council,

Submissions for the Washington City Hall & Police Station Furniture Package were received prior to the deadline of 2:00 p.m. on Thursday February 20, 2020. Due to the budget and scope, it was determined a formal public bid was not required. At the request of Brent Hinson, we distributed electronic copies of the Furniture Package documents to (3) perspective furniture vendors. We received two (2) proposal responses for this Furniture Package. The third vendor declined to submit a proposal due to their current workload.

Proposals include Furniture, Freight, and Installation.

1. Storey Kenworthy's total base bid is \$91,155.01.
2. Paragon's total base bid is \$113,836.51 + \$2,800.00 Bond = \$116,636.51.

During our final document review meeting on 02/04/2020, Brent indicated the budget for the Furniture Package is \$92,000.

The apparent low bid, submitted by Storey Kenworthy, is within the allotted budget, so Farnsworth Group recommends awarding the Furniture Package to Storey Kenworthy from Des Moines, Iowa for a total of \$91,155.01.

If you have any questions, please feel free to contact us.

Sincerely,

FARNSWORTH GROUP, INC., formerly Design Alliance



Kristofer J. Orth, AIA,
KJO:kjo

Cc: Brent Hinson, City of Washington
Storey Kenworthy
Paragon Commercial Interiors

SECTION 00 4100**BID FORM**

TO: City of Washington, Iowa
215 East Washington Street
Washington, Iowa 52353

PROJECT: Washington City Hall & Police Station
Furniture Package
Washington, Iowa

BIDDER'S FULL NAME: Storey Kenworthy

ADDRESS: 1333 Ohio St.

CITY, STATE, ZIP: Des Moines, IA 50314

BID DUE: 2:00 p.m. (CST), Thursday February 20, 2020

The undersigned hereby agrees to furnish labor, materials, equipment and services required to perform work for the Complete Contract for the Washington City Hall & Police Station - Furniture Package project, which include Bidding Requirements, Conditions of the Contract, Specifications, Drawings and Addenda for the following amount, including such Allowances as may be required by the specifications.

A. **ADDENDUM RECEIPT:** Receipt of the following addenda to the Contract Documents is acknowledged and included in this Bid:

Addendum	<u>1</u>	Dated	<u>2/17/2020</u>
Addendum	<u>NA</u>	Dated	<u>NA</u>
Addendum	<u>NA</u>	Dated	<u>NA</u>

B. BASE BID:

Item (Phase 1)	Quantity	Unit Cost	Total Cost
B2 - L-Shape Desk + Sit/Stand Workstation	6	\$ 1042.24	\$ 6253.44
B4 - Monitor Arms (Dual per Workstation)	6	\$ 338.20	\$ 2029.20
C1 - Mesh Task Chair, w/ Casters + Arms	9	\$ 270.83	\$ 2437.47
C2 - Side Chair, w/ Casters (No Arms)	6	\$ 188.80	\$ 1132.80
C5 - Lounge Furniture, Chair	5	\$ 687.22	\$ 3436.10
F1 - 4 Drawer Lateral File - Metal	6	\$ 777.41	\$ 4664.46
S3 - Laminate Book Shelf (36"x13"x71")	1	\$ 333.66	\$ 333.66
Item (Phase 2)	Quantity	Unit Cost	Total Cost
B1 - L-Shape Cubicle + Sit/Stand Workstation	1	\$ 1809.67	\$ 1809.67
B2 - L-Shape Desk + Sit/Stand Workstation	6	\$ 1042.24	\$ 6253.44
B3 - Desk, Metal Chassis + Laminate Top	3	\$ 489.18	\$ 1467.58
B4 - Monitor Arms (Dual per Workstation)	7	\$ 338.20	\$ 2367.40
B5 - Workstation (84"x24"x30")	2	\$ 630.05	\$ 1260.10
C1 - Mesh Task Chair, w/ Casters + Arms	14	\$ 270.83	\$ 3791.62

Washington City Hall & Police Station
Furniture Package
Washington, Iowa

BID FORM
ADDENDUM NO. 1
00 4100 - 1

C2 – Side Chair, w/ Casters (No Arms)	90	\$ 188.80	\$ 16992.00
C3 – Fabric Task Chair, w/ Casters + Arms	19	\$ 269.27	\$ 5116.13
C4 – Lounge Furniture, Settee (2 Person)	2	\$ 976.00	\$ 1952.00
C5 – Lounge Furniture, Chair	1	\$ 687.22	\$ 687.22
F2 – 2 Drawer Lateral File – Metal + Lam. Top	3	\$ 692.44	\$ 2077.32
F3 – Credenza (72"x18"x30") + Lam. Top	2	\$ 1140.84	\$ 2281.68
F4 – Podium	1	\$ 617.76	\$ 617.76
S1 – Metal Shelving, 12" Deep (Adjustable)	5	\$ 215.54	\$ 1077.70
S2 – Metal Shelving, 24" Deep (Adjustable)	4	\$ 270.54	\$ 1082.16
S3 – Laminate Book Shelf (36"x13"x71")	4	\$ 333.66	\$ 1334.64
S4 – S3 – Laminate Book Shelf (36"x13"x42")	4	\$ 242.73	\$ 970.92
T1 – Training Table, 5' Laminate Top, Nesting	4	\$ 688.78	\$ 2755.12
T2 – Conference Table, 10' Laminate Top, Metal 'T' Leg + Power/Data/AV	1	\$ 1315.98	\$ 1315.98
T3 – Round Table, 36" Ø Lam. Top, Metal Base	3	\$ 361.79	\$ 1085.37
T4 – End Table, Laminate Top	3	\$ 98.39	\$ 295.17
T5 – Rectangular Table, Lam. Top, Metal Legs	2	\$ 396.88	\$ 793.76
T6 – Rectangular Table, Lam. Top, Metal Legs	1	\$ 403.20	\$ 403.20
T7 – Rectangular Table, Lam. Top, Metal Legs	1	\$ 502.96	\$ 502.96

Subtotal: \$ 78537.99

Freight: \$ 632.66

Installation: \$ 11944.36

Ninety-one Thousand, one hundred-
fifty-five dollars and one cent

TOTAL BASE BID: Dollars \$ 91155.01

Unit Costs shall be honored for any additional product ordered prior to December 31, 2020.

It is understood the Owner reserves the right to reject any or all bids.

It is further agreed that this Bid is an Irrevocable offer and may not be withdrawn for thirty (30) days after closing time for receipt of bids. This Bid, may, however, be withdrawn at any time prior to bid opening time, or authorized postponement thereof. If award of contract is delayed past date indicated in Section 00 3113, Substantial Completion Dates shall be identically delayed.

C. CONTRACT TIME:

1. If this bid is accepted, we will:
2. Complete Installation of Phase 1 by April 17, 2020.
3. Complete Installation of Phase 2 by October 9, 2020.
4. Vendor agrees to commence work upon Notice to Proceed, or if no Notice to Proceed is issued, the date of the Contract Agreement.
5. Vendor agrees to complete the work of the contract in total detail within thirty (30) days after date of Substantial Completion.

D. BOND:

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City of Washington and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the contractor.

CERTIFICATION:

The undersigned bidder states that this Bid is made in conformity with the Contract Documents and agrees that in the event of any discrepancies or differences between any conditions of his or her Bid and the specifications prepared by the Owner that the provisions of the latter shall prevail. Additionally, the undersigned has attached the proper Bid Security to this Bid in a separate envelope.

Signed:

Name & Title:

Firm Name:

Address:

Date:


Melanie Clayton VP of Operations

Storey Kenworthy

1333 Ohio St. Des Moines, IA 50314

2/20/2020

END OF BID FORM

SECTION 00 4100**BID FORM**

TO: City of Washington, Iowa
215 East Washington Street
Washington, Iowa 52353

PROJECT: Washington City Hall & Police Station
Furniture Package
Washington, Iowa

BIDDER'S FULL NAME: Paragon Commerical Interiors, Inc.

ADDRESS: 210 Emerson Place, Suite 300

CITY, STATE, ZIP: Davenport, IA 52801

BID DUE: 2:00 p.m. (CST), Thursday February 20, 2020

The undersigned hereby agrees to furnish labor, materials, equipment and services required to perform work for the Complete Contract for the Washington City Hall & Police Station - Furniture Package project, which include Bidding Requirements, Conditions of the Contract, Specifications, Drawings and Addenda for the following amount, including such Allowances as may be required by the specifications.

A. ADDENDUM RECEIPT: Receipt of the following addenda to the Contract Documents is acknowledged and included in this Bid:

Addendum #1 Dated 2.17.20

Addendum Dated

Addendum Dated

B. BASE BID:

Item (Phase 1)	Quantity	Unit Cost	Total Cost
B2 – L-Shape Desk + Sit/Stand Workstation	6	\$1,970.40	\$11,822.40
B4 – Monitor Arms (Dual per Workstation)	6	\$331.58	\$1,989.54
C1 – Mesh Task Chair, w/ Casters + Arms	9	\$316.32	\$2,846.88
C2 – Side Chair, w/ Casters (No Arms)	6	\$252.50	\$1,515.00
C5 – Lounge Furniture, Chair	5	\$883.35	\$4,416.75
F1 – 4 Drawer Lateral File – Metal	6	\$736.10	\$4,416.60
S3 – Laminate Book Shelf (36"x13"x71")	1	\$394.20	\$394.20
Item (Phase 2)			
B1 – L-Shape Cubicle + Sit/Stand Workstation	1	\$2,866.26	\$2,866.26
B2 – L-Shape Desk + Sit/Stand Workstation	6	\$1,970.40	\$11,822.40
B3 – Desk, Metal Chassis + Laminate Top	3	\$527.13	\$1,581.39
B4 – Monitor Arms (Dual per Workstation)	7	\$331.58	\$2,321.13
B5 – Workstation (84"x24"x30")	2	\$715.51	\$1,431.02
C1 – Mesh Task Chair, w/ Casters + Arms	14	\$316.32	\$4,428.48

Washington City Hall & Police Station
Furniture Package
Washington, Iowa

BID FORM
ADDENDUM NO. 1
00 4100 - 1

C2 – Side Chair, w/ Casters (No Arms)	90	\$ 252.50	\$ 22,725.00
C3 – Fabric Task Chair, w/ Casters + Arms	19	\$ 357.37	\$ 6,790.03
C4 – Lounge Furniture, Settee (2 Person)	2	\$ 1,187.10	\$ 2,374.20
C5 – Lounge Furniture, Chair	1 2	\$ 863.35	\$ 1,766.70
F2 – 2 Drawer Lateral File – Metal + Lam. Top	3	\$ 581.70	\$ 1,745.10
E3 – Credenza (72"x18"x30") + Lam. Top	2	\$ CONNECTED TO S453	\$
F4 – Podium	1	\$ 219.38	\$ 219.38
S1 – Metal Shelving, 12" Deep (Adjustable)	5	\$ 148.72	\$ 743.60
S2 – Metal Shelving, 24" Deep (Adjustable)	4	\$ 192.62	\$ 770.48
S3 – Laminate Book Shelf (36"x13"x71")	4	\$ 394.20	\$ 1,576.80
S4 – S3 – Laminate Book Shelf (36"x13"x42")	4	\$ 696.95	\$ 2,787.80
T1 – Training Table, 5' Laminate Top, Nesting	4	\$ 1,057.50	\$ 4,230.00
T2 – Conference Table, 10' Laminate Top, Metal T Leg + Power/Data/AV	1	\$ 2,758.50	\$ 2,758.50
T3 – Round Table, 36" Ø Lam. Top, Metal Base	3	\$ 415.98	\$ 1,247.94
T4 – End Table, Laminate Top	3	\$ 90.94	\$ 272.82
T5 – Rectangular Table, Lam. Top, Metal Legs	2	\$ 460.32	\$ 920.64
T6 – Rectangular Table, Lam. Top, Metal Legs	1	\$ 486.03	\$ 486.03
T7 – Rectangular Table, Lam. Top, Metal Legs	1	\$ 623.78	\$ 623.78

Subtotal: \$ 104,000.85

Freight (includes tariff) \$ 1,755.66

Installation: \$ 8,080.00

TOTAL BASE BID \$ 113,836.51

* Bid Based on \$400 to bid

Unit Costs shall be honored for any additional product ordered prior to December 31, 2020.

It is understood the Owner reserves the right to reject any or all bids.

It is further agreed that this Bid is an irrevocable offer and may not be withdrawn for thirty (30) days after closing time for receipt of bids. This Bid, may, however, be withdrawn at any time prior to bid opening time, or authorized postponement thereof. If award of contract is delayed past date indicated in Section 00 3113, Substantial Completion Dates shall be identically delayed.

C. CONTRACT TIME:

1. If this bid is accepted, we will:
2. Complete Installation of Phase 1 by April 17, 2020.
3. Complete Installation of Phase 2 by October 9, 2020.
4. Vendor agrees to commence work upon Notice to Proceed, or if no Notice to Proceed is issued, the date of the Contract Agreement.
5. Vendor agrees to complete the work of the contract in total detail within thirty (30) days after date of Substantial Completion.

D. BOND: *Bid bond is an additional \$2500 for lower bid

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City of Washington and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the contractor.

CERTIFICATION:

The undersigned bidder states that this Bid is made in conformity with the Contract Documents and agrees that in the event of any discrepancies or differences between any conditions of his or her Bid and the specifications prepared by the Owner that the provisions of the later shall prevail. Additionally, the undersigned has attached the proper Bid Security to this Bid in a separate envelope.

Signed:	_____
Name & Title:	<u>Katy Egger, Account Executive</u>
Firm Name:	<u>Paragon Commercial Interiors</u>
Address:	<u>210 Emerson Pl #300, Davenport IA 52801</u>
Date:	<u>2.19.20</u>

END OF BID FORM

*Jaron P. Roslen, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

February 14, 2020

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

From: Brent Hinson
City Administrator

Re: Gift Agreements for Whitesell Property

Attached are two gift agreements for the Whitesell property. The first is for the factory and the parking lot area, and the second is for a separate parcel that Garden & Associates has defined by survey to be used for residential development. We do not have signed versions from Whitesell yet, but are expecting these on Monday. We will forward these out when they become available.

RESOLUTION NO. _____

RESOLUTION ACCEPTING DONATION OF REAL PROPERTY FROM NLW HOLDINGS.

WHEREAS, NLW Holdings has generously agreed to donate its facility at 915 East Tyler Street as well as an accompanying parcel of land to the City of Washington for final disposition; and

WHEREAS, City staff has recommended that the City Council accept said donations of real property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Washington County, Iowa, that the City hereby accepts the donation of the aforementioned Parcels per the attached Gift Agreements without further documentation from this Council.

Passed and approved this 18th day of February, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

City of Washington
Proposed Whitesell Land Split
Revised 11/26/19



GIFT OF ASSETS AGREEMENT

of

Building, Land, and Remaining Equipment

At 915 Tyler Street, Washington Iowa

This GIFT OF ASSETS AGREEMENT (the "Agreement") is delivered and is to be effective as of the _____ day of _____, 2019 (the "Effective Date") by and between NLW Holdings, LLC (hereafter as "NLW Holdings"), a Delaware Corporation with office at 2215 Goodlette Ave, Naples Florida 34102 who makes the gift, and THE CITY OF WASHINGTON, an Iowa municipal corporation, "Recipient" for the gift, the entity that will be accepting the gift.

Background

The Recipient is a public corporation(s) in the State of Iowa located in Washington County, Iowa.

The parties desire the charitable contribution made by this Agreement to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and US Government Treasury Regulations governing charitable contributions under the Code, as interpreted and applied by the Internal Revenue Service.

NLW Holdings is the owner of assets located in Washington, Iowa that it desires to gift to the Recipient, which include: a building located at 915 E. Tyler Street, consisting of approximately 230,000 sq. ft. (the "Building"); the real property on which the Building and the surrounding parking areas are situated, consisting of approximately 18 acres (the "Land"); and improvements, inventory, supplies, tools, desks, furniture and miscellaneous assets remaining and not identified as excluded (the "Other Assets"). The Building, Land and Other Assets are collectively referred to as the "Gifted Assets" and are set forth in Exhibit 1 attached hereto and made a part of this agreement.

NLW Holdings now desires to make a gift and charitable contribution of the Gifted Assets to the Recipient. The parties desire to set forth the terms and conditions of such gift in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound by the terms of this Agreement, and for the purposes herein set forth, do hereby declare and agree as follows:

Section 1. Gift, Contribution, and Donation. NLW Holdings hereby agrees to donate, convey, and transfer to the Recipient on or before April 30, 2020 (the "Contribution Date"), at the Closing (as defined herein), the Gifted Assets. Correspondingly, the Recipient agrees to receive and accept from NLW Holdings all of its right, title, and interest in and to the Gifted Assets, subject to the terms and conditions

of this Agreement. Completion of the gift, however, shall be subject to the satisfaction of the following conditions and under the following conditions:

1.1 Acceptance and Assumption. Acceptance of the NLW Holdings Agreement by the Recipient shall include the assumption of all obligations and duties inherent in or accruing to the Gifted Assets.

1.2 Communication of Acceptance. The Recipient shall have taken such action as is deemed proper or appropriate to accept the gift and assume the obligations described herein and shall have communicated such acceptance to NLW Holdings in writing on or before the Contribution Date.

1.3 Gifted Assets. NLW Holdings shall convey to the Recipient the personal property portion of the Gifted Assets through the execution of the Bill of Sale(s) in the form of Exhibit 2, which is attached hereto and incorporated herein by reference ("Bill of Sale").

1.4 Warranty Deed. NLW Holdings shall convey to the Recipient the real property portion of the Gifted Assets to the City through the execution of the Warranty Deed in the form of Exhibit 3, which is attached hereto and incorporated herein by reference ("Warranty Deed").

1.5 Post-Gift Access to the Gifted Assets. NLW Holdings may need access to the Gifted Assets for subsequent evaluation of the donation. The City will accommodate this access and make every effort to assist with information regarding the gift and the Gifted Assets, as needed following the Contribution Date by NLW Holdings, its agents, or its qualified appraiser(s). NLW Holdings will work with the City regarding any information or scheduled visits in the future.

Section 2. Covenants and Representations and Warranties of NLW Holdings.

2.1 Accounts Payable. On or before the Contribution Date, NLW Holdings shall have paid (or made arrangements to pay) all known trade accounts payable due or accrued as of the Contribution Date for the Gifted Assets. Any trade accounts payable that become known after the Contribution Date, but which relate to a period prior to or on the Contribution Date will be paid by NLW Holdings within thirty (30) days of presentation to NLW Holdings by the Recipient, except for those recurring obligations of property tax or property tax assessments set forth on Exhibit 4 that are being specifically assumed by the Recipient. For example, all utilities, fees, expenses, accounts payable for items received at the Gifted Assets prior to the Contribution Date will be paid by NLW Holdings and will not be an expense of the Recipient.

2.2 Free and Clear. On the Contribution Date, the NLW Holdings shall transfer the Gifted Assets free and clear of any debt, lien, or encumbrance and the Gifted Assets shall be free and clear of any debt, lien, mortgage, or encumbrance except for the

recurring obligations of property tax or property tax assessments set forth on Schedule 4 that are being specifically assumed by the Recipient.

2.3 Further Acts. NLW Holdings will execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of this Agreement and to carry out the intent of the parties hereto, including without limitation complying with all laws and regulations governing charitable contributions made under Section 170 of the Code.

2.4 No Existing Buyer. NLW Holdings has had no communication with a third-party who is currently interested in purchasing all or part of the Gifted Assets.

2.5 Hazardous Materials. NLW Holdings hereby intends to make a good faith effort to remove all hazardous materials from the Gifted Assets prior to conveying the Gifted Assets to the Recipient. For purposes of this subparagraph 2.5, "Hazardous Materials" shall mean any substances, materials or wastes, defined as a "hazardous substance", "hazardous material", "toxic substance", "toxic pollutant", or "hazardous waste" under any applicable federal, state or local laws or regulated by an applicable federal, state or local authority at levels in excess of those (if any) specified by any such applicable governmental authority.

NLW Holdings covenants that it is not aware of any Hazardous Materials which may cause a health hazard or danger to the Gifted Assets. However, NLW Holdings has not done any testing to conclude this result but relies on its 10 plus years of operating the facility and has no current knowledge of any waste, spills, leakages, or residues of Hazardous Materials in the facility other than as noted in Exhibit 5 Environmental Concerns.

Prior to Contribution Date, the City is permitted, at its own expense, to make any Environmental Phase I, II, or III analysis of the Gifted Assets or such other assessment, review, inspection or testing to assure itself regarding any Hazardous Materials on the Gifted Assets. This provision shall survive the termination of this Agreement.

Section 3. Covenants, Representations, Warranties, and Acknowledgments of the Recipient.

3.1 Existence. The Recipient warrants and represents to NLW Holdings that it is a duly organized and validly existing municipal corporation under the laws of the State of Iowa and a political subdivision of the State of Iowa and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder. The Recipient further represents and warrants that it is an entity as described in Section 170(c)(1) of the Code.

3.2 Obligations Arising out of the Gift. The Recipient acknowledges and agrees that should the gift be completed, NLW Holdings shall have no continuing liability or duty with respect to the Gifted Assets, other than its obligations outlined in subparagraph 2.5, and the Recipient shall indemnify and hold NLW Holdings harmless thereafter as provided by Section 7 of this Agreement. Specifically, the Recipient agrees that the property taxes and property tax assessments are a continuing obligation and the Recipient agrees to pay these property tax payments from the Contribution Date forward. The Recipient shall also pay all real estate taxes due from the Contribution Date, if any are unpaid at that date, on the Gifted Assets (as described in Exhibit 1) even though a portion of this tax liability may relate to a period that predates the Contribution Date.

3.3 Due Diligence. The Recipient acknowledges that (i) it has inspected the Gifted Assets to its full and complete satisfaction with the full cooperation of NLW Holdings, (ii) such inspection was undertaken by one or more persons of the Recipient's own choosing, and (iii) it had reasonable and full access to the Gifted Assets for the purpose of its inspection. The Recipient acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the condition of those Gifted Assets. The Recipient acknowledges the present state of the Gifted Assets and agrees to accept the gift from NLW Holdings, notwithstanding any known or unknown deficiencies or defects of or with respect to the Gifted Assets, and agrees not to assert any claim or attempt to rescind the transfer and gift of the Gifted Assets to the Recipient based on the state or condition of these Gifted Assets. . In order to perform its due diligence, NLW Holdings shall allow the Recipient, its employees and agents, access to the Gifted Assets in order to perform testing and/or surveying upon 24 hours' notice to NLW Holdings.

3.4 Condition of the Gifted Assets. The Recipient acknowledges and agrees that the Gifted Assets (as more particularly described in Exhibit 1), including the real estate (and buildings, fixtures, inventory, tools, lighting, supplies, furniture, desks and improvements thereon) and certain tangible personal property which may remain after the departure of the current tenant (Whitesell Corporation), are being conveyed (through the gift) on an "AS IS" "WHERE IS" basis in their present state and condition and NLW Holdings disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, concerning such Gifted Assets. NLW Holdings shall provide to the Recipient, if available, a copy of the most recent title search completed with respect to the real estate as well as a copy of Whitesell's most recent survey of such real estate (if any). At the Recipient's election and, at its sole expense, the Recipient may obtain an updated title commitment for an Owner's Policy of Title Insurance insuring title to such real property to be issued by a title company that is acceptable to the Recipient. At the Recipient's election and at the Recipient's sole expense, the Recipient may obtain an updated survey of or surveyor's certificate for such real estate.

3.5 Charitable Contribution-No Restrictions. The City hereby acknowledges and agrees that the gift of NLW Holdings constitutes a charitable contribution within the

meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). Also, with respect to the NLW Holdings, the City acknowledges that the City has not provided to NLW Holdings any goods as consideration, in whole or in part, for the NLW Holdings. Further, the City agrees to execute and deliver or cause to be executed and deliver any and all documents or certifications that NLW Holdings may reasonably require to evidence that the NLW Holdings constitutes a charitable contribution within the meaning of Section 170(c)(1) of the Code. In accordance with Section 170(c)(1), the City hereby represents and warrants that the gift of the NLW Holdings will be used exclusively for public purposes as so determined by the City and that NLW Holdings has placed no use restrictions on any of the Gifted Assets that must be adhered to by the City. These City purposes may include, but are not limited to: a city storage facility, sale of some or all of the Gifted Assets, use by or for the city, city sponsored or directed sports fields, commercial leasing, sale, rental of any or all Gifted Assets, or sale to a developer with proceeds to the City. The City shall provide, subsequent to the Date of the Gift, a copy of the City's financial statement in which the City recorded the fair market value of the gift as recorded on its books and records by the City's certified public accountants.

3.6 Financial Acknowledgement. The Recipient acknowledges that neither NLW Holdings nor any other person has made any statements, representations, or warranties about the past, present, or future financial condition of the Gifted Assets.

Section 4. NLW Holdings' Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein or as requested, the following documents and instruments will be delivered at the Closing (or at other times) by NLW Holdings:

- (i) a duly executed Bill of Sale(s) for the personal property portion of the Gifted Assets; and
- (ii) a duly executed Warranty Deed for the real estate portion of the Gifted Assets; and
- (iii) such other documents as may be necessary to effectuate the terms and conditions of this Agreement.

Section 5. The Recipient's Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein or as requested, the following documents and instruments will be delivered to the Recipient prior to Closing (or at other times) and that the Recipient will provide executed copies of the following at the Closing:

- (i) one copy of the Recipient Acknowledgment (Part IV) of Section B of IRS Form 8283, executed for the Recipient by an official authorized to sign tax returns for the Recipient or by a person specifically authorized to sign Form 8283; and,
- (ii) such other documents as may be necessary to effectuate the terms and conditions of this Agreement.

Section 6. Closing. The closing of this gift will occur at a closing ("Closing") on or before April 30, 2020, at a time mutually agreed to by the parties. At the Closing, all of the required documents will be tendered between the parties.

Section 7. The Recipient hereby agrees to indemnify, defend, and hold NLW Holdings harmless from and against the amount of any actual (or potential in the case of any litigation or claims by any person not a party to this Agreement) damage, loss, cost, or expense (including reasonable attorneys' fees and settlement costs) (hereinafter "Loss") occasioned or caused by, resulting from, or arising out of:

- (i) Any failure by the Recipient to perform, abide by, or fulfill any of the agreements, covenants, or obligations set forth in or entered into, in connection with this Agreement to be so performed or fulfilled by the Recipient.
- (ii) Any material inaccuracy in or breach of any of the representations or warranties set forth in this Agreement.
- (iv) Any claim, known or unknown, arising out of or by virtue of or based upon any liability or obligation related to the Gifted Assets.

NLW Holdings shall notify the Recipient of an event requiring indemnity as provided in Section 8.

Section 8. Notice of Claim. NLW Holdings shall give prompt written notice to the Recipient of any claim (actual or threatened) or other event that in the judgment of NLW Holdings may result or has resulted in a Loss, and the Recipient shall assume the defense of such claim or any litigation resulting there from with counsel who are reasonably satisfactory to NLW Holdings. NLW Holdings may also participate in such defense at its expense. The omission by NLW Holdings to give notice as provided herein shall not relieve the Recipient of its obligations hereunder except to the extent that the omission results in a failure of actual notice to the Recipient and the Recipient is damaged solely as a result of the failure to give notice. The Recipient, in the defense of any such claim or litigation, shall not consent to the entry of any judgment or decree or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to NLW Holdings of a release from all liability in respect to such claim or litigation.

Section 9. Miscellaneous.

9.1. This Agreement. This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

9.2. Non-Waiver. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

9.3. Waivers. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

9.4. Amendments. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

9.5. Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

9.6. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

9.7. Joint Preparation. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

9.8. Rules of Construction. In this Agreement, unless the context otherwise requires, words in the singular number include the plural, and in the plural include the singular; and words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender. The names of the parties, the date and the preamble first above written are part of this Agreement. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit or describe the scope or intent of the provisions of this Agreement.

9.9. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth next to such parties' signature hereto and with such copies delivered, transmitted or mailed to such persons as are specified therein. Any party may change its address for notices in the manner set forth above.

9.10. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

9.11. Law. This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Gift Agreement as of the Effective Date per the prior agreement and understanding of the parties.

NLW HOLDINGS, LLC

By: _____

R.R. Wiese, Manager

RECIPIENT OF WASHINGTON, IOWA

By: _____

Jaron Rosien, Mayor

ATTEST:

By: _____

Illa Earnest, City Clerk

EXHIBIT 1

Gifted Assets

The Gifted Assets shall consist of:

1. Theto Building located at 915 Tyler Street, Washington Iowa consisting of approximately 230,000 sq. ft. and as further identified in the attached Schematic;
2. The Land located at 915 Tyler Street, Washington Iowa which is the real property on which the Building and the surrounding parking areas are situated, consisting of approximately 18 acres, and as further identified in the attached legal description.
3. The Other Assets, which shall consist of all remaining equipment, lights, fixtures, tools, supplies, inventory, raw materials, office furniture, desks, tables, office and plant supplies, materials, lighting fixtures, boilers, fans, and miscellaneous other items which may remain in the Building following move out by the current tenant Whitesell Corporation.

LOT GIFT AGREEMENT

This GIFT AGREEMENT (the "Agreement") is delivered and is to be effective as of the _____ day of _____, 2020 (the "Effective Date") by and between NLW Holdings LLC (hereafter as "NLW Holdings"), who will be making the gift, and THE CITY OF WASHINGTON, an Iowa municipal corporation ("City"), the entity that will be accepting the gift.

Background

The City is a municipal corporation in the State of Iowa located in Washington County, Iowa.

The parties desire the charitable contribution made by this Agreement to be made in compliance with all of the applicable provisions of the Code (as defined herein), and US Government Treasury Regulations governing charitable contributions under the Code, as interpreted and applied by the Internal Revenue Service.

All of the lots, land, and improvements are held 100% by NLW Holdings LLC, a Delaware corporation which solely owns the improved lots and land inside the City of Washington, Iowa. NLW Holdings now desires to make a gift and charitable contribution to the City of the land, lots, and improvements, (approximately 9 acres) as set forth in exhibit I attached here to and is a part of this agreement including land, lots and improvements as defined in the survey. " The parties desire to set forth the terms and conditions of such gift in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound by the terms of this Agreement, and for the purposes herein set forth, do hereby declare and agree as follows:

Section 1. Gift, Contribution, and Donation. NLW Holdings hereby agrees to donate, convey, and transfer to the City on or before April 30, 2020 (the "Contribution Date"), at the Closing (as defined herein), the NLW Holdings Land. Correspondingly, the City agrees to receive and accept from NLW Holdings all of his right, title, and interest in and to the NLW Holdings Land, subject to the terms and conditions of this Agreement. Completion of the gift, however, shall be subject to the satisfaction of the following conditions:

1.1 Acceptance and Assumption. Acceptance of the NLW Holdings Land by the City including the agreement to assume all obligations and duties inherent in or accruing to the business of the Corporation.

1.2 Communication of Acceptance. The City shall have taken such action as is deemed proper or appropriate to accept the gift and assume the obligations described herein and shall have communicated such acceptance to NLW Holdings in writing on or before the Contribution Date.

1.3 Warranty Deed NLW Holdings shall convey the NLW Holdings Land to the City through the execution of the Warranty Deed in the form of Exhibit 1.3, which is attached hereto and incorporated herein by reference ("Warranty Deed").

1.4 Post-Gift Access to the NLW Holdings Land and Assets After the Closing, NLW Holdings may need access to the Gift for subsequent evaluation of the donation. The City will accommodate this and will make every effort to assist with information and the City agrees to allow, if necessary at any point in the future, NLW Holdings, its agents, or his qualified appraiser(s) access to the NLW Holdings Land owned by the Corporation on the Contribution Date (hereinafter "Assets") after the Closing for purposes of preparing any appraisal(s) required by the Code. NLW Holdings will work and schedule this with the City only if necessary in the future.

Section 2. Covenants and Representations and Warranties of NLW Holdings.

2.1 Accounts Payable. On or before the Contribution Date, NLW Holdings shall have paid (or made arrangements to pay) all known trade accounts payable due as of the Contribution Date. Any trade accounts payable that become known after the Contribution Date but which relate to a period prior to or on the Contribution Date will be paid by NLW Holdings within thirty (30) days of presentation to NLW Holdings by the City except for those recurring obligations of property tax or property tax assessments set forth on Schedule 2.1 that are being specifically assumed by the City.

2.2 Free and Clear. On the Contribution Date, the NLW Holdings Land shall be free and clear of any debt, lien, or encumbrance and the Assets shall be free and clear of any debt, lien, mortgage, or encumbrance except for the recurring obligations of property tax or property tax assessments set forth on Schedule 2.1 that are being specifically assumed by the City.

2.3 Further Acts. NLW Holdings will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of this Agreement and to carry out the intent of the parties hereto, including without limitation complying with all laws and regulations governing charitable contributions made under Section 170 of the Code.

2.4 No Existing Buyer. NLW Holdings has had no communication with a third-party who is currently interested in purchasing all or part of the lots, land or improvements.

Section 3. Covenants, Representations and Warranties, and Acknowledgments of the City.

3.1 Existence. The City warrants and represents to NLW Holdings that it is a duly organized and validly existing chartered municipal corporation under the laws of the State of Iowa and a political subdivision of the State of Iowa and has all necessary power

and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder. The City further represents and warrants that it is an entity as described in Section 170(c)(1) of the Code.

3.2 Obligations Arising out of the Gift. The City acknowledges and agrees that should the gift be completed, NLW Holdings shall have no continuing liability or duty with respect to either the NLW Holdings Land and the City shall indemnify and hold NLW Holdings harmless thereafter as provided by Section 7 of this Agreement. Specifically, the City agrees that the property taxes and property tax assessments are a continuing obligation and the City agrees to pay these tax payments from the Contribution Date forward. The City shall pay all real estate taxes due December 31, 2019 if any unpaid at that date, on the land and assessment described in Exhibit I real estate owned by the Corporation even though a portion of this tax liability may relate to a period that predates the Contribution Date.

3.3 Due Diligence. The City acknowledges that (i) it has inspected the Assets to its full and complete satisfaction with the full cooperation of NLW Holdings, (ii) such inspection was undertaken by one or more persons of the City's own choosing, and (iii) it had reasonable and full access to the Assets for the purpose of its inspection. The City acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements by NLW Holdings concerning the condition of those Assets. The City acknowledges the present state of the Assets and agrees to accept the NLW Holdings, notwithstanding any known or unknown deficiencies or defects of or with respect to the Assets, and agrees not to assert any claim or attempt to rescind the transfer and gift of the NLW Holdings to the City based on the state of condition of these Assets. In order to perform its due diligence, NLW Holdings shall allow the City, its employees and agents, access to the NLW Holdings Land in order to perform testing and/or surveying upon 24 hours-notice to NLW Holdings.

3.4 Condition of the NLW Holdings Land inside the Corporation. The City acknowledges and agrees that the NLW Holdings Land (as more particularly described in Exhibit I) are being conveyed (through the gift of NLW Holdings) on an "AS IS" "WHERE IS" basis in their present state and condition and NLW Holdings disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, concerning such Assets. NLW Holdings shall provide, if available, to the City a copy of the most recent title search completed with respect to the real estate. At the City's election and, at its sole expense, the City may obtain an updated title commitment for an Owner's Policy of Title Insurance insuring title to such real property to be issued by a title company that is acceptable to the City, or an abstract of title showing marketable title in NLW Holdings in compliance with the Title Standards of the Iowa Bar Association. At the City's election and at the City's sole expense, the City may obtain an updated survey of or surveyor's certificate for such real estate.

3.5 Charitable Contribution-No Restrictions. The City hereby acknowledges and agrees that the gift of the NLW Holdings constitutes a charitable contribution within

the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). Also, with respect to the NLW Holdings, the City acknowledges that the City has not provided to NLW Holdings any goods as consideration, in whole or in part, for the NLW Holdings. Further, the City agrees to execute and deliver or cause to be executed and deliver any and all documents or certifications that NLW Holdings may reasonably require to evidence that the NLW Holdings constitutes a charitable contribution within the meaning of Section 170(c)(1) of the Code. In accordance with Section 170(c)(1), the City hereby represents and warrants that the gift of the NLW Holdings will be used exclusively for public purposes as so determined by the City and that NLW Holdings has placed no use restrictions on any of the Assets that must be adhered to by the City. These City purposes may include but not limited to: a park, sale of residential lots, location of city facilities, sports fields, undeveloped land holdings, or sale to a developer with proceeds to the City. The City shall provide, subsequent to the Date of the Gift, a copy of the City's financial statement in which the City recorded the fair market value of the gift as recorded on its books and records by the City's certified public accountants.

3.6 Financial Acknowledgement. The City acknowledges that neither NLW Holdings nor any other person has made any statements, representations, or warranties about the past, present, or future financial condition of the Assets other than as set forth in Exhibit II (none).

Section 4. NLW Holdings's Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein or as requested, the following documents and instruments will be delivered at the Closing (or at other times) by NLW Holdings:

- (i) a duly executed Warranty Deed; and
- (ii) such other documents as may be necessary to effectuate the terms and conditions of this Agreement.

Section 5. The City's Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein or as requested, the following documents and instruments will be delivered to the City by NLW Holdings and the the City shall provide executed copies of the following documents at the Closing:

- (i) one copy of the Donne Acknowledgment (Part IV) of Section B of IRS Form 8283, executed for the City by an official authorized to sign tax returns for the City or by a person specifically authorized to sign Form 8283; and,
- (ii) such other documents as may be necessary to effectuate the terms and conditions of this Agreement.

Section 6. Closing. The closing of this gift will occur at a closing ("Closing") on or before April 30, 2020, at a time mutually agreed to by the parties. At the Closing, all of the required documents will be tendered between the parties.

Section 7. The City hereby agrees to indemnify, defend, and hold NLW Holdings harmless from and against the amount of any actual (or potential in the case of any litigation or claims by any person not a party to this Agreement) damage, loss, cost, or expense (including reasonable attorneys' fees and settlement costs) (hereinafter "Loss") occasioned or caused by, resulting from, or arising out of:

- (i) Any failure by the City to perform, abide by, or fulfill any of the agreements, covenants, or obligations set forth in or entered into, in connection with this Agreement to be so performed or fulfilled by the City.
- (ii) Any material inaccuracy in or breach of any of the representations or warranties set forth in this Agreement.
- (iv) Any claim, known or unknown, arising out of or by virtue of or based upon any liability or obligation of the Corporation other than as set forth in Exhibit II.

NLW Holdings shall notify the City of an event requiring indemnity as provided in Section 8.

Section 8. Notice of Claim. NLW Holdings shall give prompt written notice to the City of any claim (actual or threatened) or other event that in the judgment of NLW Holdings may result or has resulted in a Loss, and the City shall assume the defense of such claim or any litigation resulting therefrom with counsel who are reasonably satisfactory to NLW Holdings. NLW Holdings may also participate in such defense at his expense. The omission by NLW Holdings to give notice as provided herein shall not relieve the City of its obligations hereunder except to the extent that the omission results in a failure of actual notice to the City and the City is damaged solely as a result of the failure to give notice. The City, in the defense of any such claim or litigation, shall not consent to the entry of any judgment or decree or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to NLW Holdings of a release from all liability in respect to such claim or litigation.

Section 9. Miscellaneous.

9.1. **This Agreement.** This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

9.2. **Non-Waiver.** Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

9.3. Waivers. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

9.4. Amendments. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

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9.8. Rules of Construction. In this Agreement, unless the context otherwise requires, words in the singular number include the plural, and in the plural include the singular; and words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender. The names of the parties, the date and the preamble first above written are part of this Agreement. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit or describe the scope or intent of the provisions of this Agreement.

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9.10. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

9.11. Law. This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Gift Agreement as of the Effective Date per the prior agreement and understanding of the parties.

NLW HOLDINGS, LLC

by

R. R. Wiese, Manager

CITY OF WASHINGTON, IOWA

By:

Jaron Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk