



AGENDA OF THE REGULAR 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, JULY 7, 2020

**\*\*\*To reduce the spread of the COVID-19 illness, members of the public interested in attending the meetings are strongly encouraged to participate by electronic meeting (ZOOM) access. To request a Zoom link and password, please contact [irosien@washingtونيowa.gov](mailto:irosien@washingtونيowa.gov) or [bhinson@washingtونيowa.gov](mailto:bhinson@washingtونيowa.gov) prior to the meeting time.**

**The physical meeting will be open to the public, but measures are being taken to keep the total number of persons onsite under 10 to comply with federal and state emergency guidelines. If you would like to submit comments for the Council's information, please provide these either to either of the above listed email addresses or to any City Councilor. All comments received will be referenced in the meeting minutes.\*\*\***

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, July 7, 2020 to be approved as proposed or amended.

**Consent:**

1. Council Minutes June 16, 2020
2. WEDG, Pledge for 2020, \$30,000.00
3. Garden & Assoc., South Avenue E Reconstruction Project, \$3,348.73
4. Garden & Assoc., Whitesell Survey and Subdivision, \$7,459.04
5. Garden & Assoc., South 15<sup>th</sup> Avenue Improvements Project, \$1,032.00
6. Municipal Pipe Tool, SE Basin I & I Reduction-Phase 1, Pay App #9, \$84,857.05
7. Cornerstone Excavating, N. 4<sup>th</sup> Ave. Improvements, \$209,527.25
8. Erin & Andrew Drahota, 610 S. 10<sup>th</sup> Ave., Tax Abatement Application
9. MSJ, LLC, 1622 Highland Ave. Tax Abatement Application.
10. MSJ, LLC, 1624 Highland Ave., Tax Abatement Application.

11. Rita Schonoff, 1013 East Adams Street, Tax Abatement Application.
12. Lynne R. Thomas, 1015 E. Adams Street, Tax Abatement Application.
13. Iowa League of Cities, Membership Dues 07-01-2020 to 06-30-2021, \$3,350.00
14. IA Municipal Workers' Compensation Association, Premium Deposit, \$15,636.00
15. Corner Stop, 100 East Madison St., Class C Beer Permit (BC), Sunday Sales, (renewal)
16. Halcyon House, 1015 South Iowa Avenue, Class C Liquor License (LC) (Commercial), Sunday Sales, (renewal)
17. Mi Pueblo Real #2, 1021 W. Madison St., Class C Liquor License (LC) (Commercial), Sunday Sales, (renewal)
18. Department Reports

#### **Consent – Other:**

Bolton & Menk, Taxilane for Fuel Facility at Airport, \$10,341.13  
MSA, Wellness Park, Phase 1 Design and Bidding, \$4,993.55

#### **Claims & Financial Reports:**

Claims for July 7, 2020

#### **SPECIAL PRESENTATION**

- Kewash Trail Half-Marathon.
- Movies on Main Request from Main Street Washington
- Alive After 5 Request and Dinner in the Park Request from Chamber of Commerce

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

#### **PUBLIC HEARING**

- Disposing of Whitesell Property & Land and Adopting Real Estate Installments Contract.
- Discussion and Consideration of a Resolution Disposing of Whitesell Property & Land and Adopting Real Estate Installments Contract.

#### **PUBLIC HEARING**

- Plans, Specifications, Form of Contract & Estimate of Cost for NLW Subdivision Plat 1 Improvements.
- Discussion and Consideration of a Resolution Adopting Plans, Specifications, Form of Contract, & Estimate of Cost for NLW Subdivision Plat 1 Improvements.
- Discussion & Consideration of a Resolution Approving an Electric Facilities Extension Agreement (NLW Subdivision Plat 1)
- Discussion & Consideration of a Resolution Establishing Intent to Sell Lots in NLW Subdivision Plat 1 and Setting Public Hearing.

#### **NEW BUSINESS**

1. Mayoral Appointments to Boards & Commissions.

2. Discussion and Consideration of Bids for Removal of Dangerous Trees.
3. Discussion and Consideration of Wellness Park Owner Supplied Purchases.
4. Discussion and Consideration of an Engineering Agreement for West Buchanan Street/Business Park Phase II Improvements.
5. Discussion and Consideration of Change Order #2 for City Hall/Police Furniture Contract.
6. Discussion & Consideration of a Resolution Authorizing Mayor to Sign an Application for Voluntary Annexation.
7. Discussion and Consideration of Setting a Public Hearing on Voluntary Annexation Proposal.
8. Discussion & Consideration of a Resolution Adopting & Levying Final Schedule of Assessments for 2019 South 15<sup>th</sup> Improvements Project
9. Discussion and Consideration of Third Reading of an Ordinance Amending Chapter 63.04 “Speed Zones” (West 5<sup>th</sup> Street).
10. Discussion and Consideration of Third Reading of an Ordinance Amending Chapter 165.09 and 165.12 (R-1 & R-3 Front Setbacks (per Planning & Zoning Recommendation))
11. Discussion and Consideration of Third Reading of an Ordinance Rezoning Certain Property from I-1 “Industrial” to R-3 “Residential” (NLW Subdivision)

#### **DEPARTMENTAL REPORT**

Police Department  
City Attorney  
City Administrator

#### **MAYOR & COUNCILPERSONS**

Jaron Rosien, Mayor  
Brendan DeLong  
Steven Gault  
Elaine Moore  
Danielle Pettit-Majewski  
Fran Stigers  
Millie Youngquist

#### **ADJOURNMENT**

## Council Minutes 06-16-2020

The Council of the City of Washington, Iowa, met in Regular Session in the Washington Fire Department Training Room, 215 East Washington Street on Tuesday, June 16, 2020 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Absent: none.

**\*\*\*To reduce the spread of the COVID-19 illness, members of the public interested in attending the meetings are strongly encouraged to participate by electronic meeting (ZOOM) access. To request a Zoom link and password, please contact [jrosien@washingtونيowa.gov](mailto:jrosien@washingtونيowa.gov) or [bhinson@washingtونيowa.gov](mailto:bhinson@washingtونيowa.gov) prior to the meeting time.**

**The physical meeting will be open to the public, but measures are being taken to keep the total number of persons onsite under 10 to comply with federal and state emergency guidelines. If you would like to submit comments for the Council's information, please provide these either to either of the above listed email addresses or to any City Councilor. All comments received will be referenced in the meeting minutes.\*\*\***

Motion by Gault, seconded by Pettit-Majewski, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 16, 2020 be approved as amended. Item #1 under new business is moved to after #4. Motion carried.

### Consent:

1. Council Minutes June 2, 2020
2. Heiman, Inc., New Fire Truck Final Payment, \$158,211.00
3. Fox Engineering, Water Distribution System Study, \$778.80
4. Fox Engineering, N. 4<sup>th</sup> Ave. Street & Utility Improvements, \$16,193.75
5. Fox Engineering, Wastewater Treatment Plant, \$1,947.50
6. Fox Engineering, SE Basin I&I Reduction, \$7,432.15
7. CIT Sewer Solutions, Sewer Cleaning & Televising, \$5,570.00
8. Farnsworth Group, City Hall/Police, \$2,803.08
9. YMCA of Washington County, City Sports Sponsorships – 2020 Rec Services Fee, \$32,000.00
10. Peerless Well & Pump, Well #5 Service & Repair, \$40,250.00
11. ECICOG, Housing Rehabilitation 409 W. Madison Street, \$1,800.00.
12. Storey Kenworthy, City Hall/Police Bldg Project, Furniture, Pay App 1, \$23,364.81
13. Bushong Construction, City Hall/Police Bldg Project, Pay App #8, \$111,053.10
14. Corner Stop, 100 E. Madison St., Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
15. Washington Liquor & Tobacco Outlet, 304 W. Madison St., Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
16. Wine & Spirits, 106 W. 2<sup>nd</sup> St., Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
17. Hy-Vee Fast & Fresh Express, 520 HWY 1 S, Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
18. Hy-Vee Wine & Spirits, 1004 W. Madison, Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
19. Hy-Vee Food Store, 528 HWY 1 S, Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
20. Wal-Mart Super Store #1475, 2485 Highway 92, Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
21. Dollar General Store #2237, 1056 E. Washington St., Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
22. Dollar General Store #21535, 225 W. Madison St., Cigarette/Tobacco/Nicotine/Vapor Permit (**renewal**)
23. Department Reports

### Consent – Other:

1. Stout Companies, Shakopee Seed for Wellness Park, \$66490.80
2. Stout Companies, Shakopee Seed for Wellness Park, \$9899.65
3. Stout Companies, Shakopee Seed for Wellness Park, \$19443.13
4. Stout Companies, Shakopee Seed for Wellness Park, \$15741.52
5. Stout Companies, Shakopee Seed for Wellness Park, \$11973.97
6. Stout Companies, Shakopee Seed for Wellness Park, \$1930.40

7. MSA Professional Services, Wellness Park Phase 1 Design & Bidding, 3,686.00
8. DeLong Construction, Wellness Park Ballfields & Roadway, \$461,773.88

Councilor DeLong requested item 13 be pulled for separate consideration and Councilor Moore requested item 9 be pulled for separate consideration.

Motion by Youngquist, seconded by Pettit-Majewski, to approve items 1-8, 10-12, and 14-23. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, to approve item 9. Motion carried. Moore and Stigers voted “no”.

Motion by Pettit-Majewski, seconded by Stigers, to approve item 13. Motion carried. DeLong abstained with conflict.

Councilor Moore requested items 1-6 be pulled from the consent agenda - other. After discussion, motion by Youngquist, seconded by Stigers, to approve items 1-6. Motion carried. Gault voted “no”.

Motion by Pettit-Majewski, seconded by Youngquist, to approve consent - other items 7-8. Motion carried. DeLong abstained with conflict. Gault voted “no”.

Motion by Youngquist, seconded by Pettit-Majewski, to approve payment of the claims as presented. Motion carried.

Finance Director Kelsey Brown gave the financial reports for May, 2020.

Motion by Stigers, seconded by DeLong, to accept the financial reports for May, 2020. Motion carried.

The request from Marlin Bontrager for use of Central Park on August 15, 2020 was put on hold pending further information.

An update on the pool opening and details about the procedures were discussed.

A nuisance abatement update was given by Jeff Duwa.

Motion by Pettit-Majewski, seconded by Stigers, to approve the Washington High School request for street closure for Graduation Activities on June 21, 2020.

Mayor Rosien announced that now is the time for the public hearing on the Intent to Vacate Certain Rights-of-Way – Prairie Ridge Subdivision,

No written or oral objections were received.

Motion by Gault, seconded by Youngquist, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the first reading of an Ordinance Vacating Certain Rights-of-Way – Prairie Ridge Subdivision. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by DeLong, seconded by Stigers, to suspend the rules. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Gault, to adopt the Ordinance Vacating Certain Street Rights-of-Way – Prairie Ridge Subdivision. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Ordinance No. 1105)**

Mayor Rosien announced that now is the time for the public hearing for Application for Community Development Block Grant Funds for Owner-Occupied Housing Exterior Rehabilitation Program and Gather Public Input for a Community Development and Housing Needs Assessment.

Tracey Achenbach, ECICOG Community Development and Housing Director, reviewed the project activities and requested input on the Community Development and Housing Needs Assessment.

**1. How the need for the proposed activity or project was identified.**

The City of Washington has determined that housing rehabilitation funding assistance would be greatly beneficial in implementing its goal of maintaining a safe, livable, and affordable housing stock within the city. The City's investment in the Washington County Housing Study, the City's current targeted neighborhood rehabilitation program, and the City's most recent Community Development and Housing Needs Assessment demonstrates that the City places a great deal of emphasis on the area's housing stock.

**2. How the proposed activity or project will be funded and the source of the funds.**

The owner-occupied housing rehabilitation project will be funded with \$234,994 in federal funds.

**3. The date the Housing Fund application will be submitted.**

The application will be submitted online no later than June 30, 2020 at 5:00 pm.

**4. Amount of federal funds to be requested.**

The amount of federal funds to be requested is \$234,994.

**5. Estimated portion of federal funds that will benefit persons of low and moderate income.**

One hundred percent of the funds will benefit households with incomes at or below 80 percent of the area's median income level.

**6. Where the proposed activity or project will be.**

The proposed activity will be located within the city limits of Washington.

**7. Plans to minimize displacement of persons and businesses as a result of funded activities or projects.**

Due to the lead hazard reduction activities required as a part of this program, homeowners may be temporarily relocated from their homes as part of the project. Because the project is an exterior improvements rehabilitation project, and the only interior work to be done will be lead hazard reduction activity, displacement is not anticipated to occur often. If it does, a portion of the grant has been dedicated to cover the costs associated with temporary displacement. The amount will be allocated as necessary for each rehabilitation project.

**8. Plans to assist persons actually displaced.**

Those owner-occupants who are required to be temporarily relocated will be asked to find housing that is Lead Safe in which to be relocated until the rehabilitated home has passed clearance testing. The City will pay up to three days of relocation expenses and reimburse the rest of the funds once the full amount of days out of the project home is known. If the homeowner is to enter the home during a period of relocation activity, funds will not be awarded or reimbursed.

**9. The nature of the proposed activity or project.**

This project will provide for the exterior rehabilitation of six owner-occupied homes and the voluntary relocation of these participants within city limits. Exterior improvements will be completed, and any lead

hazards identified in the interior of the home will also be addressed. Rehabilitation activities include, but are not limited to, siding, gutters, roofing, windows, and activities related to lead hazard reduction.

Eligible households must meet the State of Iowa's Housing Fund income guidelines. The home to be rehabilitated must be the occupant's principal residence and be located outside of the 100-year floodplain, and property insurance on the home is required.

Maximum federal dollars to be spent per home for rehabilitation costs is \$24,999 plus an average of \$6,000 per house for lead hazard reduction activities. The federal funds utilized for rehabilitation will be secured by five-year forgivable loans.

No public input was received. No written or oral objections were received.

Motion by DeLong, seconded by Pettit-Majewski, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Pettit-Majewski, seconded by Stigers, to approve the Resolution Approving the Award of the CDBG Technical Services Contract (Pending Notification of CDBG Grant Award) to East Central Iowa Council of Governments. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-062)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Owner-Occupied Housing Exterior Rehabilitation Administrative Plan for CDBG Program Year 2020. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the Resolution Authorizing the Mayor to Sign HUD Disclosure Form 2880 and Federal Assurances Signature Page. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-063)**

Motion by Youngquist, seconded by Pettit-Majewski, to affirm the Mayoral Appointments to various Boards and Commissions. Motion carried. Gault abstained with conflict.

Board and Commission Appointees:

Bryan Kendall for Historic Preservation - Term expires 06/30/2023

John Greener for Board of Adjustment - Term expires 06/30/2025

Mardi Knerr for Board of Adjustment - Term expires 06/30/2025

Jim Ziegrowsky for Board of Adjustment - Term expires 06/30/2025

Steve Gault for Hotel/Motel - Term expires 06/30/2023

Jamie Engeman-Evans for Hotel/Motel - Term expires 06/30/2023

Don Pfeiffer for Forestry Commission - Term expires 06/30/2023

Charles Halvorson for Forestry Commission - Term expires 06/30/2023

Andy Dahl for Forestry Commission - Term expires 06/30/2023

Motion by Stigers, seconded by Youngquist, to approve the Resolution Supporting a Workforce Housing Tax Credit Application for NLW Subdivision for MSJ, LLC. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-064)**

Motion by DeLong, seconded by Moore, to approve the Resolution Providing for a Notice of Hearing (July 7) and Letting (July 16) for 2020 NLW Subdivision Plat 1 Improvements Project. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-065)**

Motion by Gault, seconded by Pettit-Majewski, to approve the Resolution Providing a Notice of Public Hearing on July 7, 2020 on Intent to Dispose of Whitesell Factory and Land. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-066)**

Motion by DeLong, seconded by Moore, to approve the Resolution for FY21 Salaries. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-067)**

Motion by Youngquist, seconded by Pettit-Majewski, to Approve Change Order #3 in the amount of \$27,490.40 for the S. 15<sup>th</sup> Ave. Project. Motion carried. DeLong abstained with conflict.

Motion by Gault, seconded by Stigers, to approve the Resolution Accepting S. 15<sup>th</sup> Ave. Improvements Project as Completed and Approving Pay Application #9 in the amount of \$9,904.83. Roll call on motion: Ayes: Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. DeLong abstained with conflict. **(Resolution No. 2020-068)**

Motion by Stigers, seconded by Youngquist, to approve the Resolution Fixing the Amount to be Assessed for the S. 15<sup>th</sup> Ave. Improvements Project. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-069)**

Bids received for the South Avenue E 2020 Reconstruction Project:

Cornerstone Excavating	\$1,182,419.35
DeLong Construction	\$ 752,848.65
Keokuk Contractors	\$1,365,496.98

Motion by Stigers, seconded by Moore, to approve the Resolution Making Award of Construction Contract for 2020 South Avenue E Improvements Project to DeLong Construction in the amount of \$752,848.65. Roll call on motion: Ayes: Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. DeLong abstained with conflict. Motion carried. **(Resolution No. 2020-070)**

Motion by Pettit-Majewski, seconded by Gault, to approve the Proposed Grade Crossing and Extension for Sidewalk – N. 4<sup>th</sup> Avenue Improvements Project. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, to approve Change Order #1 in the amount of \$355,690.80 for the N. 4<sup>th</sup> Avenue Improvements Project (Sewer Collapse Under Railroad Crossing Area). Motion carried 3-2. DeLong abstained with conflict, Gault and Moore voted “no”.

Motion by Stigers, seconded by Pettit-Majewski, to approve the second reading of an Ordinance Amending Chapter 63.04 “Speed Zones” (West 5<sup>th</sup> Street). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by DeLong, seconded by Stigers, to approve the second reading of an Ordinance Amending Chapter 165.09 and 165.12 (R-1 and R-3 Front Setbacks) (per Planning and Zoning Recommendation). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Gault, to approve the second reading of an Ordinance Rezoning Certain Property from I-1 “Industrial” to R-3 “Residential” (NLW Subdivision). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, June 16, 2020, is adjourned. Motion carried.

Illa Earnest, City Clerk



Washington Economic Development Group

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



Innovative Business • Creative Culture • Healthy Lifestyle

City of Washington  
215 E Washington St  
Washington, IA 52353

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

# INVOICE

Invoice Date: 7/1/2020

Invoice Number: 10871

Federal Tax ID #42-1276049

DESCRIPTION	AMOUNT
2020 Portion of 2020-2022 Pledge Drive	30,000.00

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

**Total:** \$30,000.00



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

June 22, 2020

Invoice No: 39931

Project 5018069 Washington - South E. Ave Street Reconstruction  
Client ID# 20040

**Professional Services for the Period: May 15, 2020 to June 18, 2020**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	19.00	149.00	2,831.00	
Technician #5	6.25	73.00	456.25	
Totals	25.25		3,287.25	
<b>Total Professional Services</b>				<b>3,287.25</b>

### Unit Billing

Mileage			61.48	
<b>Total Units</b>			<b>61.48</b>	<b>61.48</b>

**Total Project Invoice Amount \$3,348.73**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

June 22, 2020

Invoice No: 39932

Project 7019316 Washington - Whitesell Survey & Subdivision.  
Client ID# 20040

**Professional Services for the Period: May 15, 2020 to June 18, 2020**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	10.50	149.00	1,564.50	
Engineer #3	48.25	111.00	5,355.75	
Engineer #5	1.00	96.00	96.00	
Technician #5	3.25	73.00	237.25	
Totals	63.00		7,253.50	
<b>Total Professional Services</b>				<b>7,253.50</b>

### Reimburable Expenses

Filing Fee				
6/17/2020	IDNR		100.00	
<b>Total Reimbursables</b>			<b>100.00</b>	<b>100.00</b>

### Unit Billing

Copies-Specs.		52.50		
Prints-Plans		53.04		
<b>Total Units</b>		<b>105.54</b>		<b>105.54</b>

**Total Project Invoice Amount \$7,459.04**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

June 22, 2020

Invoice No: 39930

Project 5016276

Washington - 15th Ave Paving, Storm Sewer, Sanitary Sewer, Water Main.

Client ID #20040

Professional Services for the Period: May 15, 2020 to June 18, 2020

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	5.75	149.00	856.75	
Technician #2	.50	95.00	47.50	
Technician #5	1.75	73.00	127.75	
Totals	8.00		1,032.00	
Total Professional Services				1,032.00
Total Project Invoice Amount				\$1,032.00

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



## Unit Price Contract


Project:	N. 4th Ave. Improvements	From (Contractor):	Cornerstone Excavating Inc.	Application Date:	7/1/2020
To (Owner):	City of Washington	Owner's Project No.:	WAS020	Period From:	6/1/2020
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	7114-19A	Period To:	6/30/2020

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	6/19/2020	\$374,058.80	-\$18,368.00
TOTALS		\$374,058.80	-\$18,368.00
NET CHANGE BY CHANGE ORDERS		\$355,690.80	

1. ORIGINAL CONTRACT PRICE.....			\$	1,552,705.20
2. Net change by Change Orders.....			\$	355,690.80
3. Current Contract Price (Line 1 + 2).....			\$	1,908,396.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....			\$	220,555.00
5. RETAINAGE:				
a. 5%      X      \$220,555.00      Work Completed.....			\$	11,027.75
b. 5%      X      _____      Stored Material.....			\$	
c. Less Total Retainage Released Early.....			\$	
d. Total Retainage (Line 5a + Line 5b - Line 5c).....			\$	11,027.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....			\$	209,527.25
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....			\$	
8. AMOUNT DUE THIS APPLICATION.....			\$	209,527.25
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....			\$	1,698,868.75

### Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$ 209,527.25	(Line 8 or other - attach explanation of the other amount)
is recommended by:		7/2/2020 (Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is approved by:		(Owner) (Date)

Endorsed by the Construction Specifications Institute.

**APPLICATION FOR TAX ABATEMENT UNDER THE  
WASHINGTON URBAN REVITALIZATION PLAN FOR  
WASHINGTON, IOWA**

       Prior Approval for Intended Improvements

  X   Approval of Improvements Completed

**FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE WASHINGTON URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA**

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

**Residential**

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

**Commercial/Industrial**

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) First Year – 75% Exemption
- 2) Second year – 60% Exemption
- 3) Third Year – 45% Exemption
- 4) Fourth Year – 30% Exemption
- 5) Fifth Year – 15% Exemption

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1<sup>st</sup> following the year that the improvements are first assessed for taxation. Unless the City Council extends the timeframe or repeals the revitalization ordinance, the final date that applications will be accepted by the City is December 31, 2022.

Address of Property: 610 S 10th Ave

Legal Description: Redlinger ADB Lot 3

Title Holder or Contract Buyer: Andrew + Erin Drahota

Address of Owner (if different than above): same

Phone Number (to be reached during the day): 319-461-4071

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to \_\_\_\_\_ [insert date of adoption of the Plan]? Yes    No   X  

Existing Property Use:   X   Residential    Commercial    Industrial    Vacant

Proposed Property Use: Residential

Nature of Improvements:   X   New Construction    Addition    General Improvements

Specify: New Home

Permit Number(s) from the City of Washington Building Department

Date Permit(s) Issued: 4/1/17

Permit(s) Valuation: \$177,000

Estimated or Actual Date of Completion: May 2020

Estimated or Actual Cost of Improvements: \$390,000

Signature: Erin Drahota

Name (Printed) Erin Drahota

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

Company: \_\_\_\_\_

Date: 06/19/2020

**FOR CITY USE**

<b>CITY COUNCIL</b>	Application Approved/Disapproved _____
	Reason (if disapproved) _____
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
<b>ASSESSOR</b>	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Noneligible for Tax Abatement _____
	Assessor _____ Date _____

\* Example: To receive a full 3 or 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall or on City of Washington Website [www.washingtoniowa.net](http://www.washingtoniowa.net).

**ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION**

**This Application is to be forwarded by the City to the County Assessor by March 1.**





## Zoning Permit Application

\*\*\*\*\*

Applicant's Signature:	<u>Erin Drahota</u>		
Permit Amount: \$	<u>926.22</u>	Permit #:	<u>17-244</u>
Valuation of Project: \$	<u>177,000.00</u>		
Date Permit Issued	<u>11</u> / <u>1</u> / <u>17</u>		
Authorized By:	<u>Steve Donnolly</u>		

Digitally signed by Steve Donnolly  
DN: ou=Created by http://www.fiddler2.com,  
o=DD\_NOT\_TRUST, cn=Steve Donnolly  
Date: 2017.11.01 15:06:25 -0500

### SECTION 1. GENERAL INFORMATION

Property Owner: Andy and Erin Drahota Phone Number ( 319 ) 939 - 2591  
Address of Property Owner: 720 S. 10th Ave. Washington, IA 52353

### SECTION 2. SITE & CONSTRUCTION INFORMATION

Zoning District R-2

Address of site: 610 S. 10th Ave. Use of Property residential  
Change in use: ☐ yes ☒ no if yes, from bare lot to house  
Class of work: ☒ New ☐ Addition ☐ Remodel ☐ Repair  
Setbacks of Structure: Front yard 30 ft. Side yard (1) 15 ft. (2) 35 ft. Rear yard 85 ft.  
Height of structure 25 ft. Construction Dimensions 45 x 48 = 2160 Sq. Ft.  
Describe Work: construct new house  
Work will be preformed by: ☒ Homeowner ☐ Contractor (supply information below)  
Contractor: \_\_\_\_\_ Contact Number ( ) \_\_\_\_\_ - \_\_\_\_\_

### ZONING ADMINISTRATOR

Setback/pin verification: Preconstruction by: Steve Donnolly Date: 10 / 20 / 17  
( If required ) Construction by: Steve Donnolly Date: 10 / 31 / 17

Inspection Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICATION FOR TAX ABATEMENT UNDER THE  
WASHINGTON URBAN REVITALIZATION PLAN FOR  
WASHINGTON, IOWA

\_\_\_\_\_ Prior Approval for Intended Improvements

\_\_\_\_\_ Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE WASHINGTON URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

Residential

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

Commercial/Industrial

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) First Year - 75% Exemption
- 2) Second year - 60% Exemption
- 3) Third Year - 45% Exemption
- 4) Fourth Year - 30% Exemption
- 5) Fifth Year - 15% Exemption

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1<sup>st</sup> following the year that the improvements are first assessed for taxation.

Address of Property: 1622 Highland Ave. Washington, IA.

Legal Description: \_\_\_\_\_

Title Holder or Contract Buyer: MSJ, LLC

Address of Owner (if different than above): 107 S. Marion Ave Washington, IA.

Phone Number (to be reached during the day): 319-461-4810

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to \_\_\_\_\_ [insert date of adoption of the Plan]? Yes \_\_\_ No ✓

Existing Property Use: ✓ Residential \_\_\_ Commercial \_\_\_ Industrial \_\_\_ Vacant Bare Lot

Proposed Property Use: Duplex

Nature of Improvements: ✓ New Construction \_\_\_ Addition \_\_\_ General Improvements

Specify: \_\_\_\_\_

Permit Number(s) from the City of 19-143 Building Department

Date Permit(s) Issued: 7-5-19

Permit(s) Valuation: \$72,000 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 11-1-2019

Estimated or Actual Cost of Improvements: \$100,000

Signature: Jeff Hazlett

Name (Printed) Jeff Hazlett

Title: Managing Partner

Company: MST, LLC

Date: 6-15-20

**FOR CITY USE**

<b>CITY COUNCIL</b>	Application Approved/Disapproved _____
	Reason (if disapproved) _____
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
<b>ASSESSOR</b>	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Noneligible for Tax Abatement _____
	Assessor _____ Date _____

\* Example: To receive a full 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall.

**ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION**

**This Application is to be forwarded by the City to the County Assessor by March 1.**



## Zoning Permit Application

\*\*\*\*\*

Applicant's Signature: \_\_\_\_\_

Permit Amount: \$ 518.54 Permit #: 19-143

Valuation of Project: \$ 72,000.00

Date Permit Issued 7 / 5 / 19

Authorized By: Steve Donnelly Digitally signed by Steve Donnelly  
DN: cn=Steve Donnelly, o=City of Washington,  
ou=Development Services,  
email=sdonnelly@washingtioniowa.gov, c=US  
Date: 2019.07.05 09:22:35 -0500

### SECTION 1. GENERAL INFORMATION

Property Owner: MSJ, LLC Phone Number ( ) -

Address of Property Owner: 107 S. Marion Ave. Washington, IA 52353

### SECTION 2. SITE & CONSTRUCTION INFORMATION Zoning District R-2

Address of site: 1622 Highland Ave. Use of Property residential

Change in use: ☐ yes ☒ no if yes, from to

Class of work: ☒ New ☐ Addition ☐ Remodel ☐ Repair

Setbacks of Structure: Front yard 30 ft. Side yard (1) 12 ft. (2) ft. Rear yard ft.

Height of structure 20 ft. Construction Dimensions 42 x 30 = 1260 Sq. Ft.

Describe Work: construct new duplex on slab on grade

Work will be performed by: ☐ Homeowner ☒ Contractor (supply information below)

Contractor: Goodwin Custom Homes Contact Number (319) 461 - 0805

### ZONING ADMINISTRATOR

Setback/pin verification: Preconstruction by: Steve Donnelly Date: 6 / 18 / 19

(If required) Construction by: Steve Donnelly Date: 8 / 20 / 19

Inspection Notes: \_\_\_\_\_

9/27/19-House passed and ready for occupation. (SED)

Building Inspections: Steve Donnelly (W) 319-653-6584 ext. 124 or (c) 319-458-0190  
sdonnelly@washingtioniowa.gov

APPLICATION FOR TAX ABATEMENT UNDER THE  
WASHINGTON URBAN REVITALIZATION PLAN FOR  
WASHINGTON, IOWA

\_\_\_\_ Prior Approval for Intended Improvements

\_\_\_\_ Approval of Improvements Completed

~~FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE WASHINGTON~~  
URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

Residential.

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

Commercial/Industrial

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) First Year - 75% Exemption
- 2) Second year - 60% Exemption
- 3) Third Year - 45% Exemption
- 4) Fourth Year - 30% Exemption
- 5) Fifth Year - 15% Exemption

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1<sup>st</sup> following the year that the improvements are first assessed for taxation.

Address of Property: 1624 Highland Ave. Washington, IA.

Legal Description: \_\_\_\_\_

Title Holder or Contract Buyer: MST, LLC

Address of Owner (if different than above): 107 S. Marion Ave Washington, IA.

Phone Number (to be reached during the day): 319-461-4810

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to \_\_\_\_\_ [insert date of adoption of the Plan]? Yes \_\_\_ No ✓

Existing Property Use: ✓ Residential \_\_\_ Commercial \_\_\_ Industrial \_\_\_ Vacant Bare Lot

Proposed Property Use: Duplex

Nature of Improvements: ✓ New Construction \_\_\_ Addition \_\_\_ General Improvements

Specify: \_\_\_\_\_

Permit Number(s) from the City of 19-147 Building Department

Date Permit(s) Issued: 7-5-19

Permit(s) Valuation: \$72,000 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 11-1-2019

Estimated or Actual Cost of Improvements: \$100,000

Signature: Jeff Hazlett

Name (Printed) Jeff Hazlett

Title: Managing Partner

Company: MST, LLC

Date: 6-15-20

**FOR CITY USE**

<b>CITY COUNCIL</b>	Application <del>Approved/Disapproved</del> _____
	Reason (if disapproved) _____ _____
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
<b>ASSESSOR</b>	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Noneligible for Tax Abatement _____
	Assessor _____ Date _____

\* Example: To receive a full 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

~~This Application is a summary of some of the Plan terms;~~ for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall.

**ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION**

**This Application is to be forwarded by the City to the County Assessor by March 1.**



## Zoning Permit Application

\*\*\*\*\*

Applicant's Signature: \_\_\_\_\_

Permit Amount: \$ 518.54 Permit #: 19-147

Valuation of Project: \$ 72,000.00

Date Permit Issued 7 / 5 / 19

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

Digitally signed by Steve Donnolly  
DN: cn=Steve Donnolly, o=City of Washington,  
ou=Development Services,  
email=sdonnolly@washingtioniowa.gov, c=US  
Date: 2019.07.05 09:22:36 -0500

### SECTION 1. GENERAL INFORMATION

Property Owner: MSJ, LLC Phone Number ( ) -  
Address of Property Owner: 107 S. Marion Ave. Washington, IA 52353

### SECTION 2. SITE & CONSTRUCTION INFORMATION

Zoning District R-2

Address of site: 1624 Highland Ave. Use of Property residential

Change in use: ☐ yes ☒ no if yes, from \_\_\_\_\_ to \_\_\_\_\_

Class of work: ☒ New ☐ Addition ☐ Remodel ☐ Repair

Setbacks of Structure: Front yard 30 ft. Side yard (1) 12 ft. (2) \_\_\_\_\_ ft. Rear yard \_\_\_\_\_ ft.

Height of structure 20 ft. Construction Dimensions 42 x 30 = 1260 Sq. Ft.

Describe Work: construct new duplex on slab on grade

Work will be performed by: ☐ Homeowner ☒ Contractor (supply information below)

Contractor: Goodwin Custom Homes Contact Number (319) 461 - 0805

### ZONING ADMINISTRATOR

Setback/pin verification: Preconstruction by: Steve Donnolly Date: 6 / 18 / 19

( If required) Construction by: Steve Donnolly Date: 8 / 20 / 19

Inspection Notes: \_\_\_\_\_

Building Inspections: Steve Donnolly (W) 319-653-6584 ext. 124 or (c) 319-458-0190  
sdonnolly@washingtioniowa.gov

APPLICATION FOR TAX ABATEMENT UNDER THE  
WASHINGTON URBAN REVITALIZATION PLAN FOR  
WASHINGTON, IOWA

\_\_\_\_\_ Prior Approval for Intended Improvements

\_\_\_\_\_ Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE WASHINGTON  
URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

Residential

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

Commercial/Industrial

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) First Year - 75% Exemption
- 2) Second year - 60% Exemption
- 3) Third Year - 45% Exemption
- 4) Fourth Year - 30% Exemption
- 5) Fifth Year - 15% Exemption

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1<sup>st</sup> following the year that the improvements are first assessed for taxation.

Address of Property: 1013 East Adams St. Washington, IA.

Legal Description: \_\_\_\_\_

Title Holder or Contract Buyer: Rita ~~Schmitt~~ Schonoff

Address of Owner (if different than above): Same

Phone Number (to be reached during the day): 563-299-6139

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to \_\_\_\_\_ [insert date of adoption of the Plan]? Yes \_\_\_ No ✓

Existing Property Use: ✓ Residential \_\_\_ Commercial \_\_\_ Industrial \_\_\_ Vacant

Proposed Property Use: Duplex

Nature of Improvements: ✓ New Construction \_\_\_ Addition \_\_\_ General Improvements

Specify: \_\_\_\_\_

Permit Number(s) from the City of 19-155 Building Department

Date Permit(s) Issued: 7-10-19

Permit(s) Valuation: \$120,000 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 12-1-19



Estimated or Actual Cost of Improvements: \$225,000 =

Signature: [Signature]

Name (Printed) Rita Schonoff

Title: Owner

Company: \_\_\_\_\_

Date: 6-15-20

**FOR CITY USE**

<b>CITY COUNCIL</b>	<b>Application Approved/Disapproved</b>
	<b>Reason (if disapproved)</b> _____
	<b>Date</b> _____ <b>Resolution No.</b> _____
	<b>Attested by the City Clerk</b> _____
<b>ASSESSOR</b>	<b>Present Assessed Value of Structure</b> _____
	<b>Assessed Value with Improvements</b> _____
	<b>Eligible or Noneligible for Tax Abatement</b> _____
	<b>Assessor</b> _____ <b>Date</b> _____

\* Example: To receive a full 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

~~This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall.~~

**ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION**

**This Application is to be forwarded by the City to the County Assessor by March 1.**



## Zoning Permit Application

\*\*\*\*\*

Applicant's Signature: \_\_\_\_\_

Permit Amount: \$ 718.74 Permit #: 19-155

Valuation of Project: \$ 120,000.00

Date Permit Issued 7 / 10 / 19

Authorized By:  Digitally signed by Steve Donnolly  
DN: cn=Steve Donnolly, o=City of Washington,  
ou=Development Services,  
email=sdonnolly@washingtioniowa.gov, c=US  
Date: 2019.07.10 08:38:12 -0500

### SECTION 1. GENERAL INFORMATION

Property Owner: MSJ, LLC Phone Number (319) 461 - 4810

Address of Property Owner: 107 S. Marion Ave. Washington, IA 52353

### SECTION 2. SITE & CONSTRUCTION INFORMATION

Zoning District R-2

Address of site: 1013 E. Adams St. Use of Property residential

Change in use: ☐ yes ☒ no if yes, from \_\_\_\_\_ to \_\_\_\_\_

Class of work: ☒ New ☐ Addition ☐ Remodel ☐ Repair

Setbacks of Structure: Front yard 26 ft. Side yard (1) 12 ft. (2) \_\_\_\_\_ ft. Rear yard 38 ft.

Height of structure 20 ft. Construction Dimensions 40 x 33 = 1320 Sq. Ft.

Describe Work: construct new duplex

Work will be preformed by: ☐ Homeowner ☒ Contractor (supply information below)

Contractor: Scott Goodwin Construction Contact Number (319) 461 - 0805

### ZONING ADMINISTRATOR

Setback/pin verification: Preconstruction by: Steve Donnolly Date: 05 / 16 / 19

( If required ) Construction by: Steve Donnolly Date: 6 / 11 / 19

Inspection Notes: \_\_\_\_\_

Building Inspections: Steve Donnolly (W) 319-653-6584 ext. 124 or (c) 319-458-0190  
sdonnolly@washingtioniowa.gov

APPLICATION FOR TAX ABATEMENT UNDER THE  
WASHINGTON URBAN REVITALIZATION PLAN FOR  
WASHINGTON, IOWA

\_\_\_\_\_ Prior Approval for Intended Improvements

\_\_\_\_\_ Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE WASHINGTON URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

Residential

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

Commercial/Industrial

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) First Year - 75% Exemption
- 2) Second year - 60% Exemption
- 3) Third Year - 45% Exemption
- 4) Fourth Year - 30% Exemption
- 5) Fifth Year - 15% Exemption

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1<sup>st</sup> following the year that the improvements are first assessed for taxation.

Address of Property: 1015 E. Adams St

Legal Description: Perdocks 3rd SD Lot B

Title Holder or Contract Buyer: Lynne R Thomas

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 602-326-0807

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to \_\_\_\_\_ [insert date of adoption of the Plan]? Yes \_\_\_ No ☒

Existing Property Use: ☒ Residential \_\_\_ Commercial \_\_\_ Industrial \_\_\_ Vacant

Proposed Property Use: Residential

Nature of Improvements: ☒ New Construction \_\_\_ Addition \_\_\_ General Improvements

Specify: \_\_\_\_\_

Permit Number(s) from the City of \_\_\_\_\_ Building Department

Date Permit(s) Issued: \_\_\_\_\_

Permit(s) Valuation: \_\_\_\_\_ [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: \_\_\_\_\_

Estimated or Actual Cost of Improvements: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Printed) \_\_\_\_\_

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

Company: \_\_\_\_\_

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

**FOR CITY USE**

<b>CITY COUNCIL</b>	<b>Application Approved/Disapproved</b>
	<b>Reason (if disapproved)</b> _____
	<b>Date</b> _____ <b>Resolution No.</b> _____
	<b>Attested by the City Clerk</b> _____
<b>ASSESSOR</b>	<b>Present Assessed Value of Structure</b> _____
	<b>Assessed Value with Improvements</b> _____
	<b>Eligible or Noneligible for Tax Abatement</b> _____
	<b>Assessor</b> _____ <b>Date</b> _____

\* Example: To receive a full 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall.

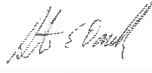
**ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION**

**This Application is to be forwarded by the City to the County Assessor by March 1.**



## Zoning Permit Application

\*\*\*\*\*

Applicant's Signature: \_\_\_\_\_  
Permit Amount: \$ 718.74 Permit #: 19-156  
Valuation of Project: \$ 120,000.00  
Date Permit Issued 7 / 10 / 19  
Authorized By:  Digitally signed by Steve Donnolly  
DN: cn=Steve Donnolly, o=City of Washington,  
ou=Development Services,  
email=sdonnolly@washingtioniowa.gov, c=US  
Date: 2019.07.10 06:38:12 -0500

### SECTION 1. GENERAL INFORMATION

Property Owner: MSJ, LLC Phone Number (319) 461 - 4810  
Address of Property Owner: 107 S. Marion Ave. Washington, IA 52353

### SECTION 2. SITE & CONSTRUCTION INFORMATION

Zoning District R-2

Address of site: 1015 E. Adams St. Use of Property residential

Change in use: ☐ yes ☒ no if yes, from \_\_\_\_\_ to \_\_\_\_\_

Class of work: ☒ New ☐ Addition ☐ Remodel ☐ Repair

Setbacks of Structure: Front yard 26 ft. Side yard (1) 12 ft. (2) \_\_\_\_\_ ft. Rear yard 38 ft.

Height of structure 20 ft. Construction Dimensions 40 x 33 = 1320 Sq. Ft.

Describe Work: construct new duplex

Work will be preformed by: ☐ Homeowner ☒ Contractor (supply information below)

Contractor: Scott Goodwin Construction Contact Number (319) 461 - 0805

### ZONING ADMINISTRATOR

Setback/pin verification: Preconstruction by: Steve Donnolly Date: 05 / 16 / 19

( If required) Construction by: Steve Donnolly Date: 6 / 11 / 19

Inspection Notes: 6/11/19-firewall in basement installed correctly. Const. opening in wall will  
need sheetrock and fire cocking at the end of project in basement and main level. (SED)

Building Inspections: Steve Donnolly (W) 319-653-6584 ext. 124 or (c) 319-458-0190  
sdonnolly@washingtioniowa.gov

# Invoice

Page 1/1  
Invoice 088303  
Date 6/15/2020

## Iowa League of Cities

PO Box 8296  
Des Moines IA 50301

**Bill To:** Washington  
PO Box 516  
Washington IA 52353-0516

**Ship To:** Washington  
PO Box 516  
Washington IA 52353-0516

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		WASHI0001				Net 30	6/15/2020	102,848
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
1	1	0	DUES	Member Dues July 1, 2020 - June 30, 2021		\$0.00	\$3,350.00	\$3,350.00

Subtotal	\$3,350.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$3,350.00

# INVOICE

INV76478

## IMWCA

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

500 SW 7TH STREET, SUITE 101

DES MOINES, IA 50309-4506

PHONE: 800-257-2708

DATE

6/1/2020

PAGE:

1

Mbr No: Member Name:

0706 Washington, City of

Washington, City of  
215 E Washington

Washington IA 52353

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
--------------------	-------------	----------	-----------------	---------------	-----------------	---------------

WASHI001 AG0075

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
----------	-------------	-------------	-----	----------	------------	----------------

1.00	DEPOSIT	Deposit - Work Comp Premium 20-21			15,636.00	\$15,636.00
------	---------	-----------------------------------	--	--	-----------	-------------

This invoice is 25% of total annual premium. The balance will be invoiced in 7 monthly installments of \$6699. If full payment is remitted, total annual premium is \$62529.

This invoice is due on July 1, 2020.

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

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

Subtotal	\$15,636.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$15,636.00

080756/07-03

**Applicant License Application ( BC0030763 )**

**Name of Applicant:** dnp llc  
**Name of Business (DBA):** corner stop  
**Address of Premises:** 100 east madison st  
**City** Washington **County:** Washington **Zip:** 52353  
**Business** (502) 356-5226  
**Mailing** 2301 university dr  
**City** muscatine **State** IA **Zip:** 52761

**Contact Person**

**Name** dipesh gautam  
**Phone:** (703) 624-8297 **Email** dipeshgtm4@gmail.com

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 08/01/2019

**Expiration Date:** 07/31/2020

**Privileges:**

Class C Beer Permit (BC)

Sunday Sales

**Status of Business**

**BusinessType:** Limited Liability Company  
**Corporate ID Number:** XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

**Ownership**

**purushotam Baral**

**First Name:** purushotam **Last Name:** Baral  
**City:** WASHINGTON **State:** Iowa **Zip:** 52353  
**Position:** president  
**% of Ownership:** 90.00% **U.S. Citizen:** No

**dipesh gautam**

**First Name:** dipesh **Last Name:** gautam  
**City:** muscatine **State:** Iowa **Zip:** 52761  
**Position:** vice president  
**% of Ownership:** 10.00% **U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:**



**Applicant** License Application ( LC0042761 )

<b>Name of Applicant:</b> <u>Wesley Retirement Services, Inc.</u>		
<b>Name of Business (DBA):</b> <u>Halcyon House</u>		
<b>Address of Premises:</b> <u>1015 S Iowa Ave</u>		
<b>City</b> <u>Washington</u>	<b>County:</b> <u>Washington</u>	<b>Zip:</b> <u>52353</u>
<b>Business</b>	<u>(319) 653-7264</u>	
<b>Mailing</b>	<u>1015 S Iowa Ave</u>	
<b>City</b> <u>Washington</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52353</u>

**Contact Person**

<b>Name</b>	<u>Christine L. Marshall</u>		
<b>Phone:</b>	<u>(319) 653-8313</u>	<b>Email</b>	<u>cmarshall@wesleylife.org</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 07/27/2019

**Expiration Date:** 07/26/2020

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Privately Held Corporation</u>		
<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**Robert Kretzinger**

<b>First Name:</b>	<u>Robert</u>	<b>Last Name:</b>	<u>Kretzinger</u>	
<b>City:</b>	<u>Johnston</u>	<b>State:</b>	<u>Iowa</u>	<b>Zip:</b> <u>50131</u>
<b>Position:</b>	<u>CEO</u>			
<b>% of Ownership:</b>	<u>0.00%</u>	<b>U.S. Citizen:</b>	<b>Yes</b>	

**Kristy VanderWiel**

<b>First Name:</b>	<u>Kristy</u>	<b>Last Name:</b>	<u>VanderWiel</u>	
<b>City:</b>	<u>Johnston</u>	<b>State:</b>	<u>Iowa</u>	<b>Zip:</b> <u>50131</u>
<b>Position:</b>	<u>Vice President of People and Culture</u>			
<b>% of Ownership:</b>	<u>0.00%</u>	<b>U.S. Citizen:</b>	<b>Yes</b>	

**Christine Marshall**

<b>First Name:</b>	<u>Christine</u>	<b>Last Name:</b>	<u>Marshall</u>	
<b>City:</b>	<u>Washington</u>	<b>State:</b>	<u>Iowa</u>	<b>Zip:</b> <u>52353</u>
<b>Position:</b>	<u>Executive Director</u>			

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Illinois Union Insurance Company

**Policy Effective Date:** 07/27/2019

**Policy Expiration** 07/27/2020

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**

**Applicant License Application ( LC0038602 )**

<b>Name of Applicant:</b> <u>Campo Azul, Inc.</u>		
<b>Name of Business (DBA):</b> <u>Mi Pueblo Real #2</u>		
<b>Address of Premises:</b> <u>1021 W. Madison</u>		
<b>City</b> <u>Washington</u>	<b>County:</b> <u>Washington</u>	<b>Zip:</b> <u>52353</u>
<b>Business</b>	<u>(319) 653-3337</u>	
<b>Mailing</b>	<u>1021 W. Madison</u>	
<b>City</b> <u>Washington</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52353</u>

**Contact Person**

<b>Name</b> <u>Fernando Macias</u>	
<b>Phone:</b> <u>(319) 621-1286</u>	<b>Email</b> <u>fernandomacias42@yahoo.com</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 08/01/2020

**Expiration Date:** 07/31/2021

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Privately Held Corporation</u>	
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>	<b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**CLAUDIA ALVAREZ**

<b>First Name:</b> <u>CLAUDIA</u>	<b>Last Name:</b> <u>ALVAREZ</u>	
<b>City:</b> <u>Washington</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>52353</u>
<b>Position:</b> <u>OWNER</u>		
<b>% of Ownership:</b> <u>100.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Insurance Company Information**

<b>Insurance Company:</b> <u>Auto Owners Insurance Company</u>	
<b>Policy Effective Date:</b> <u>08/01/2020</u>	<b>Policy Expiration</b> <u>08/01/2021</u>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective Date:</b>	<b>Temp Transfer Expiration Date:</b>

**WWTP report  
July 7<sup>th</sup>, 2020  
Council meeting**

- **After hour alarm and dog call outs –**
  - 6-15-2020 Dog call at 300 W Jefferson St. 8:22 p.m. Dalton
  - 6-17-2020 Dog call at 620 E Madison St. 7:52 p.m. Dalton
  - 6-27-2020 Alarm at the WWTP 4:30 a.m. Jason
  - 6-30-2020 Dog call at 122 E 2<sup>nd</sup> St. 5:00 p.m. Dalton
- **Dept Head meetings** – I attended the meetings June 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup>, July 7<sup>th</sup>
- **UV Equipment**-Working well.
- **E-Coli testing**-2<sup>nd</sup> round of E-coli was completed in June.
- **Hydrogen Sulfide Gas Testing**-We continue to monitor and rotate as needed
- **Mowing**-Mowing a lot at the WWTP
- **Dalton**-Dalton attended a 30 hour basic wastewater class at Kirkwood
- **Lexington Lift station**- Iowa pump was here we had a moisture in the pump alarm in pump number 1. They pulled the pump took it back to the shop and found a bad connection, repaired it and brought it back and installed it.
- **Heavy Rains**-We recorded 10.66 inches of rain at the WWTP the month of June. We had some pretty high flows with a lot of water going into both equalization basins. We have been able to get it pumped back in between rains.
- **BOD Sampling**-With the low BOD results we have been getting I did split samples a couple of days and took to a second lab to compare.
- **DMRQA-40**-DMRQA-40 testing was completed

**Jason Whisler  
7/2/2020 10:00 AM**

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

5-30-20/6-12-20

**STREETS:** Personnel pothole patched using 6 ton of material. The street sweeper ran it's normal course throughout the town. Personnel jetted numerous culverts that were clogged with debris. Personnel responded to tree damage blocking roadways after a storm. Personnel installed 16 signs (2 HR Parking & Snow Removal/Street Sweeping Thurs evening) up on the square.

**WATER DISTRIBUTION:** Personnel replaced a leaking 4 inch gate valve service for St James school on West 2nd St. Personnel repaired the 9th water main break of 2020, located at North 14th Ave-East 2nd St, 4 inch CIP where 6 ft was replaced with 4 inch PVC. Personnel repaired a water box located at 213 West Jefferson St (rod). Personnel trimmed grass around the fire hydrants on the outer edges of the distribution system.

**SEWER COLLECTION:** Personnel overlooked a sewer issue from the apartment building at 213 North Marion Ave including dye testing, the alley had to be torn up to complete the work. Personnel dealt with the collapse of the 24 inch sewer under the RR tracks during heavy rainfall. Crews jetted numerous sanitary lines where residences were experiencing back up in their basements.

**STORM SEWER COLLECTION:** Personnel opened intakes and cleaned off the grate at H-West Main due to heavy rainfall. Televised numerous storm lines that have had drainage issues as well as to locate a possible location for the installation of a storm intake.

**MECHANIC/SHOP:** Personnel serviced #144 Tank truck (new hose reel installation and welded a cone holder), treated fuel tanks and replaced the bulk fuel filters, replaced diesel fill nozzle, worked on setting up auctions for the fire hall garage doors on Public Surplus M/C Dept is storing, checked

over Mwrap, PD 307, #301, PD 306 (brakes) and swept/mopped bathrooms.

OTHER: Personnel hauled numerous loads of rock back to the stockpile and numerous loads of spoil away from the shop. Yard waste and bag pick up cont'd. Personnel responded to 89 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.

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

## 6-13-20/6-26-20

**STREETS:** Personnel cont'd filling potholes. The street sweeper ran it's course around town. LL Pelling came and got the seal coat streets completed. Personnel potholed numerous areas around town.

**WATER DISTRIBUTION:** Personnel 4 water main breaks, North 4th Ave-East 7th St (6 inch CIP), North 14th Ave-East 2nd St (4 inch CIP), North 13th Ave btw East 3rd St & East 4th St (12 inch CIP) and North 4th Ave just south of the RR tracks (10 inch CIP). This marks 13 water main breaks for 2020. Personnel also repaired a leaking 4 inch gate valve by replacing SS bolt located at North 14th Ave-East 2nd St.

**SEWER COLLECTION:** Personnel jettied a few areas where possible mains were plugged.

**STORM SEWER COLLECTION:** Personnel opened intakes from the heavy rains.

**MECHANIC/SHOP:** Personnel serviced #119 (engine light), #301 (rotate tires), PD 307 (replaced front brake pads and rotors), PD 306 (checked bumper damage), #104 (new fuel pump), WWTP 501 (diagnosis), 004 (new fuel pump, insulate fuel lines, grease chassis, replace air cleaner gasket and tighten belts) and K9 Unit (checked over and ordered parts).

**OTHER:** Personnel cont'd yard waste and brush pick up. The spoil pile was completely hauled away. Personnel responded to 82 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.

## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for April 2020**

**By Nicholas Duvall**

We began mowing in April and mowed both cemeteries 4 times. We also began trimming. I also had 5 family requests for information this month. We prepped and seeded all the graves from over the winter and late fall. I hired one new seasonal employee. We were busy with burials, and cleaning on a regular schedule. We had 2 plot sales this month also. Snow removal equipment was put away in March but we had to get it out again and plow the cemetery 2 times.

As part of our health emergency, we closed the cemetery office to the public, except by appointment only. We also asked that only family attend funeral services at the cemeteries. We will not be putting out chairs, to promote social distancing. We are cleaning the office daily, and considering a 4 – 10 hour work day schedule, to limit our exposure to each other.

We have had 10 funerals at Elm Grove this month, 28 total for the year. In May, we plan to continue with funeral services, mowing and trimming, herbicide applications, general cemetery cleanup, getting the cemeteries ready for Memorial Day, and trimming and mulching trees. We will also be working on cemetery records updating as time allows. Thank you.



## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for May 2020**

**By Nicholas Duvall**

We mowed both cemeteries 5 times in May and trimmed both cemeteries. We also blew off all the headstones before Memorial Day. I also had 2 family requests for information this month, and 47 Find-a-Grave requests for information. We stayed busy getting ready for Memorial Day. Thank you to the WWTP and Dalton Sorrells, for helping us trim a couple of days before Memorial Day. We were also busy with burials, and cleaning on a regular schedule. I sprayed both cemeteries for weeds. We also helped put up and take down flags for Memorial Day to help limit the amount of volunteers.

We have had 9 funerals at Elm Grove this month, 37 total for the year. In June, we plan to continue with funeral services, mowing and trimming, herbicide applications, general cemetery cleanup, clean up Memorial Day decorations, and trimming and mulching trees. We will also be working on cemetery records updating as time allows. Thank you.

## **Elm Grove & Woodlawn Cemeteries**

### **Council Report for June 2020**

**By Nicholas Duvall**

We mowed both cemeteries 5 times in June and trimmed both cemeteries. I also had 3 family requests for information this month. I had 2 plot sales this month, and several quit claim deed transfers. We picked up around 40 trash bags of decorations from Memorial Day cleanup and have filled the dumpster 4 times already. We were also busy with burials, and cleaning on a regular schedule. I sprayed both cemeteries for weeds. We also settled spring graves and hauled dirt to them to get them ready to seed in July. We also started putting out chairs again for graveside services, without chair covers, so that we can sanitize them between funerals.

We have had 8 funerals at Elm Grove this month, 45 total for the year. In July, we plan to continue with funeral services, mowing and trimming, herbicide applications, general cemetery cleanup, working on clean out and tear down of the middle shed (so we may move the Jones garage out here), and trimming, mulching, and removal of dead trees. We will also be working on cemetery records updating as time allows. Thank you.

## **Washington Free Public Library**

### **Regular Meeting Minutes- May 28, 2020**

#### **Zoom E-Meeting**

**Call to Order:** The meeting was called to order at 10:04 by President Mike Kramme with Harold Frakes, Mindy Graham, Isabella Santoro, Carol Ray, Margi Jarrard and Bryna Walker, ex-Officio, in attendance. The meeting was held through Zoom.

**Approval of Minutes:** Santoro moved to approve the minutes, seconded by Ray. The motion was approved.

**Approval of Expenditures:** Walker said that starting July 1, more purchasing will be done with Baker and Taylor instead of Amazon. The Foundation paid for the plexiglass that has been installed at the front desk. Emergency Management paid for face masks. Two masks have been purchased for each employee and each page plus a few extras. These masks are reusable. Walker said she will send the Board a picture of the plexiglass. Frakes moved to approve the expenditures. Graham seconded. The motion was approved.

**Budget Report:** At 83% of the year, we are under budget at 79.75%. Walker noted gifts from Hy-Vee and Axis Vision Care for the summer reading club donation. Ray moved to accept the budget report, seconded by Santoro. The motion was approved.

**Old Business: a. Reopening Plan:** Walker reviewed the plan and said that the curbside service has been very successful. The library started a gradual reopening May 15. Starting June 2<sup>nd</sup>, the library will be open to the public by appointment only for computer usage, copying and faxing on Tuesdays and Thursdays. The number of people allowed in the building will be limited, and social distancing practiced. Face masks are strongly encouraged for the public. Walker said that the city mayor may make a proclamation about the public wearing face masks in all city buildings. Pages will start returning June 1. There are no overdue fines or renewals at this time. In the building, the shelves have been roped off. A maximum of 16 people will be allowed in at a time. This includes six staff. The guidelines will be posted on the outside door for public viewing. Walker emphasized that the plan is flexible so changes can be made as needed.

**New Business: a. Director Review:** Walker shared her self-evaluation. The personnel committee will do an evaluation in June.

**b. Staff employee Reviews:** The staff employee reviews have been completed and shared with the staff. Frakes moved to go into closed session. It was seconded by Ray, and the motion was approved. The Board went into closed session. Frakes moved to come out of closed session, seconded by Santoro. The motion was approved.

**c. Succession Plan:** A succession plan will be developed by Walker so that the director duties will be covered if the director is unable to perform them due to an emergency. She said she will check with the state and develop a policy to address this.

**d. Summer Reading Program Presentations:** Jenisa Harris and Jolisa Widmer shared the plans for the PK-5<sup>th</sup> grades' summer reading program. It will run from June 1-30. This will be a virtual program, using Facebook. There will be weekly challenges and family fun bags with all kinds of activities. 110 students have enrolled in the program. The theme is "Imagine Your Story."

**Informational Items:** Walker said there have been a few problems with people hanging around outside the library, also on the roof. The hatch has now been padlocked. A camera may be installed on the roof. Walker said she will issue a statement to the media to give the library's guidelines for reopening. She announced the interviews for the janitorial position will be held next week. Walker and Hofer will serve on the interview committee.

**Announcements and Adjournment:** The next meeting will be held Thursday, June 25, 2020, at 10:00 a.m. The meeting was adjourned at 11:18 a.m.

**Respectfully submitted:** Margi Jarrard, secretary

**Washington Free Public Library**

**Special Meeting Minutes- June 11, 2020**

**Zoom E-Meeting**

**Call to Order:** The meeting was called to order at 10:07a.m. by President Mike Kramme with Rick Hofer, Mindy Graham, Isabella Santoro, Margi Jarrard, Harold Frakes and Bryna Walker, ex-Officio, in attendance. The meeting was held through Zoom.

**Old Business: a. Reopening Plan:** Walker said she is going to release another statement to the media concerning reopening the library. She suggested that an extra hour be added on Tuesday evenings for curbside pickup to accommodate patrons who are working. She also suggested that the library not open on Saturdays until July 1. Walker said that she wants to be consistent with other libraries in Washington County. The Board approved these changes by consensus.

**New Business: a. Director Review:** Frakes moves to go into closed session to discuss the director review. The motion was seconded by Jarrard, and was approved. Frakes moved to come out of closed session, seconded by Santoro. The motion was approved.

**b. Maintenance Technician Job Description Approval:** Interviews for the position were held last Friday. Walker and Hofer served on the interview committee. The Board reviewed the job description. Hofer moved to approve the job description, seconded by Graham. The motion carried.

**Announcements and Adjournment:** It was decided that the next meeting will be held via Zoom on Thursday, June 25<sup>th</sup>, at 10:00 a.m. The meeting was adjourned at 10:44 a.m.

**Respectfully submitted:** Margi Jarrard, secretary



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.  
 1960 Premier Drive | Mankato, MN 56001-5900  
 507-625-4171 | 507-625-4177 (fax)  
 www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment



\* 2 0 2 0 \*



\* 0 2 5 1 7 1 2 \*



\* T 5 1 . 1 1 7 6 7 8 \*

City of Washington  
 Washington Airport Commission  
 Kevin Erpelding, Chairman  
 215 East Washington  
 Washington, IA 52353

May 29, 2020  
 Project No: T51.117678  
 Invoice No: 0251712  
 Client Account: WASHINGT\_CI\_IA

**Washington/Taxilane for Fuel Facility**

Taxilane for Fuel Facility Construction Phase

Construction Services (002)

**Professional Services**

	Hours	Amount	
Principal	1.00	195.00	
Project Manager	30.00	4,950.00	
Totals	31.00	5,145.00	
<b>Total Labor</b>			<b>5,145.00</b>

**Consultants**

Braun Intertec Corporation	5,196.13	
<b>Total Consultants</b>	<b>5,196.13</b>	<b>5,196.13</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	10,341.13	44,317.00	54,658.13
Limit			71,900.00
Remaining			17,241.87

**Total this Task \$10,341.13****Total this Invoice \$10,341.13**

301-6-6020-6793

002-6-2000 Initials *JEH*EXP. *Ramp*Vender # \_\_\_\_\_ Date Rec. *6-22-2020*

Due Date \_\_\_\_\_ Inv # \_\_\_\_\_



**Remit to:**  
MSA Professional Services, Inc.  
1230 South Boulevard  
Baraboo, WI 53913

# INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.  
INTEREST AT THE RATE OF 1.5% PER MONTH  
ON UNPAID BALANCE WILL BE ADDED TO  
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Washington IA  
215 East Washington Street  
Washington, IA 52353

June 25, 2020  
Invoice No: R10322002.0 - 17

Project Manager 00-50-100  
Client Liaison Jacob Huck  
Jacob Huck

**AMOUNT DUE THIS INVOICE: \$4,993.55**

Project R10322002.0 Washington Wellness Park Phase 1 Design & Bidding

**Professional Services from May 24, 2020 to June 20, 2020**

Phase 100 Lump Sum Portion

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Wellness Park Phase 1 Design & Bidding	90,000.00	100.00	90,000.00	90,000.00	0.00
Amend.1 - Wetland Delineation/Permitting	7,000.00	100.00	7,000.00	7,000.00	0.00
Amend. 1- Engineering/Architectural Tasks	18,000.00	100.00	18,000.00	18,000.00	0.00
Amend. 1 - Bidding Tasks	1,500.00	100.00	1,500.00	1,500.00	0.00
Amend. 1 - Construction Administration	8,000.00	100.00	8,000.00	8,000.00	0.00
Amend. 1 - Construction Staking	3,500.00	100.00	3,500.00	3,500.00	0.00
Total Fee	128,000.00		128,000.00	128,000.00	0.00

**Total Fee 0.00**

**Total this Phase 0.00**

Phase 1000 Amend #1 Construction Administration  
Task 1006 Project Administration

## For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3<sup>rd</sup> Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

Project	R10322002.0	Washington Wellness Park Phase 1 Design	Invoice	17
---------	-------------	---	---------	----

#### Professional Personnel

		Hours	Rate	Amount	
Huck, Jacob		4.00	212.00	848.00	
Totals		4.00		848.00	
<b>Total Labor</b>					<b>848.00</b>
			<b>Total this Task</b>		<b>\$848.00</b>
			<b>Total this Phase</b>		<b>\$848.00</b>

Phase 950 Phase 1C - Construction Services

Task 951 Construction Staking - File Set Up

#### Professional Personnel

		Hours	Rate	Amount	
Heisler, Jason		1.00	100.00	100.00	
Totals		1.00		100.00	
<b>Total Labor</b>					<b>100.00</b>

#### Other Expenses

Field Truck	275.0 Miles @ 0.70	192.50	
<b>Total Other Expenses</b>		<b>192.50</b>	<b>192.50</b>
	<b>Total this Task</b>		<b>\$292.50</b>

Task 952 Construction Staking - Control

#### Other Expenses

Field Truck	275.0 Miles @ 0.70	192.50	
<b>Total Other Expenses</b>		<b>192.50</b>	<b>192.50</b>
	<b>Total this Task</b>		<b>\$192.50</b>

Task 953 Construction Staking - Athletic Fields

#### Professional Personnel

		Hours	Rate	Amount	
Hartwig, Josh		9.25	89.00	823.25	
Heisler, Jason		21.00	100.00	2,100.00	
Totals		30.25		2,923.25	
<b>Total Labor</b>					<b>2,923.25</b>

#### Other Expenses

Field Truck	264.0 Miles @ 0.70	184.80	
Field Truck	275.0 Miles @ 0.70	192.50	
<b>Total Other Expenses</b>		<b>377.30</b>	<b>377.30</b>
	<b>Total this Task</b>		<b>\$3,300.55</b>

Task 957 Answer Contractor Questions

#### For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3<sup>rd</sup> Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.



Project	R10322002.0	Washington Wellness Park Phase 1 Design	Invoice	17
---------	-------------	---	---------	----

**Professional Personnel**

	Hours	Rate	Amount	
Scheckel, Jayden	3.00	120.00	360.00	
Totals	3.00		360.00	
<b>Total Labor</b>				<b>360.00</b>
		<b>Total this Task</b>		<b>\$360.00</b>
		<b>Total this Phase</b>		<b>\$4,145.55</b>
		<b>AMOUNT DUE THIS INVOICE:</b>		<b><u>\$4,993.55</u></b>

**Outstanding Invoices**

Number	Date	Balance	
16	5/28/2020	3,686.00	
<b>Total</b>		<b>3,686.00</b>	
		<b>Total Now Due</b>	<b>\$8,679.55</b>

**For ACH notification, remit to:**

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3<sup>rd</sup> Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
JULY 7, 2020**

<b>POLICE</b>	ACE-N-MORE	SUPPLIES	8.59
	ALLIANT ENERGY	ALLIANT ENERGY	449.53
	ARNOLD MOTOR SUPPLY	VEHICLE MAINTENANCE	247.96
	BDH TECHNOLOGY LLC	IT SERVICES	510.00
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	21.42
	GALLS LLC	UNIFORM SUPPLIES	310.00
	GREINER DISCOUNT TIRES	VEHICLE REPAIR	76.95
	MARCO, INC.	COPIER CONTRACT	327.91
	OMG NATIONAL	PUBLICATION MATERIALS	184.77
	O'REILLY AUTOMOTIVE INC	VEHICLE MAINT	119.99
	QUILL	SUPPLIES	47.14
	UPS	SHIPPING	10.10
	UP-TOWN AUTO WASH	WASH CARD REFILL	100.00
	WAL-MART	WIPES	7.14
		<b>TOTAL</b>	<b>2,421.50</b>

<b>FIRE</b>	ACE-N-MORE	SUPPLIES	114.74
	ALLIANT ENERGY	ALLIANT ENERGY	899.06
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	116.24
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	299.71
	GALLS LLC	GLOVES	556.93
	GREINER DISCOUNT TIRES	TIRES	4,343.20
	HAWKEYE FIRE & SAFETY	PARTS	66.25
	HEIMAN FIRE EQUIPMENT	SUPPLIES	62.95
	KCTC	PHONES & LABOR	1,457.60
	MIDWEST BREATHING AIR SYSTEMS	AIR TESTING	182.15
	SITLER'S SUPPLIES INC.	BATTERIES	72.00
	VISA	AUTO TRIM AND SIGNS	1,531.50
		<b>TOTAL</b>	<b>9,702.33</b>

<b>DEVELOP SERV</b>	ACE-N-MORE	CAUTION TAPE	19.98
	ATCO INTERNATIONAL	SAFETY SUPPLIES	458.24
	CUSTOM IMPRESSIONS INC	BUSINESS CARDS	70.00
	HAWKEYE FIRE & SAFETY	SAFETY SUPPLIES	57.25
	HUISENGA, WILLIAM	GRASS ABATEMENT 818 S 2ND	515.00
	KBS SERVICES / KELLY FARRIER	GRASS ABATEMENT 818 S 2ND	40.00
	MARIE, LINDA	ALTERATIONS	65.00
	U I OCCUPATIONAL HEALTH	PHYSICAL	152.00
	VISA	SEMINAR & MEALS	60.00
	WAL-MART	SUPPLIES	81.40
		<b>TOTAL</b>	<b>1,518.87</b>

<b>LIBRARY</b>	AMAZON	LIBRARY MATERIALS	239.13
	BIBLIONIX	APOLLO SUBSCRIPTION	3,900.00
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	118.50
	CITY DIRECTORY, INC.	LIBRARY MATERIALS	154.00
	DEMCO	LIBRARY MATERIALS	78.03
	DODICI'S SHOP	MASKS	50.00
	FISHER, JASON	CLEANING	1,245.00
	GAZETTE COMMUNICATIONS INC	SUBSCRIPTION	421.51
	I TECH TECHNOLOGY EXPERTS	WIFI MAINTENANCE	475.00
	PREMIER PIANO SERVICE	PIANO MAINTENANCE- LIBRARY	850.00
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	88.98
	VISA	ZOOM & POSTAGE	108.01
		<b>TOTAL</b>	<b>7,728.16</b>

<b>PARKS</b>	ACE-N-MORE	SUPPLIES	78.16
	ALLIANT ENERGY	ALLIANT ENERGY	859.17
	ARNOLD MOTOR SUPPLY	REPAIRS	53.52
	CASH-N-CARRY CHEMICALS LLC	CHEMICALS	61.25
	COBB OIL CO., INC.	PREMIUM GAS	45.89
	HY-VEE	FLOWERS	792.33
	KLEOPFER LAWN CARE LLC	SPRAYING	267.50
	LANGR, MARY	FLOWER PLANTING MATERIAL	85.72
	PACHA, NICK	REIMB FOR BOOTS	67.49
	VISA	MEALS, SPREADER, RENTALS	1,286.20

		<b>TOTAL</b>	<b>3,597.23</b>	
<b>POOL</b>	ACCO	CHEMICALS	1,237.20	
	ACE-N-MORE	SUPPLIES	109.82	
	ALLIANT ENERGY	ALLIANT ENERGY	4,028.23	
	AMAZON CAPITAL SERVICES	POOL EQUIPMENT	14.85	
	KUENSTER HEATING & AIR, LLC	POOL HEATER REPAIR	150.00	
		<b>TOTAL</b>	<b>5,540.10</b>	
<b>CEMETERY</b>	ACE-N-MORE	PAINT FOR CHAIRS/MOLE KILLER	99.89	
	ALLIANT ENERGY	ALLIANT ENERGY	122.18	
	VISA	CABLE & TRIMMER PARTS	277.92	
		<b>TOTAL</b>	<b>499.99</b>	
<b>FINANCIAL ADMINISTRATI</b>	ALLIANT ENERGY	ALLIANT ENERGY	897.98	
	AMAZON CAPITAL SERVICES	VOICE RECORDER/WIPES	210.47	
	ARMSTRONG HEATING & AIR CONDITIONING I	MAINTENANCE	66.75	
	BAKER PAPER & SUPPLY	COPY PAPER	225.90	
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	90.23	
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98	
	DODICT'S SHOP	MEALS	52.43	
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	126.30	
	GOOGLE LLC	MONTHLY SERVICE	372.00	
	ICMA MEMBERSHIP RENEWALS	MEMBERSHIP RENEWAL	907.68	
	IGRAPHIX, INC	AUTO PAY FORMS/SHIPPING SUPP	158.25	
	IOWA LEAGUE OF CITIES	INSTITUTE 2020 K. BROWN	976.00	
	J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIES	541.82	
	KCII	ADVERTISING	166.76	
	LW CONSTRUCTION	REPAIRS FOR BARTHOLOW HOUS	220.00	
	QUILL	SUPPLIES	14.99	
	RUNNING ROBOTS	HOSTING & MAINT	498.00	
	VISA	SEMINAR & MEALS/ZOOM	78.85	
	WASH CHAMBER OF COMMERCE	CHAMBER GOLF TOURNAMENT FE	300.00	
	WASH COUNTY MINIBUS	LOST- MAY/JUNE 2020	35,689.95	
		<b>TOTAL</b>	<b>41,749.34</b>	
<b>AIRPORT</b>	ALLIANT ENERGY	ALLIANT ENERGY	519.09	
	BROOKHART ELECTRIC, INC	LED LIGHTS	2,568.03	
	CLOUDBURST 9	INTERNET SERVICE	69.95	
	HALO BRANDED SOLUTIONS	ADVERTISING PLANES	539.91	
		<b>TOTAL</b>	<b>3,696.98</b>	
<b>ROAD USE</b>	ACE-N-MORE	POLE BASES	134.56	
	ALLIANT ENERGY	ALLIANT ENERGY	57.91	
	ARNOLD MOTOR SUPPLY	SKID LOADER BROOM/PARTS	144.90	
	CASH-N-CARRY CHEMICALS LLC	WEED KILLER	45.00	
	COBB OIL CO., INC.	ROAD FUEL	53.25	
	IA DEPT OF TRANSPORTATION	LINE PAINT	1,322.70	
	JOHN DEERE FINANCIAL	CALCIUM CHLORIDE PUMP	299.99	
	S & G MATERIALS	MATERIALS	267.41	
		<b>TOTAL</b>	<b>2,325.72</b>	
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	9,999.34	
	EVANS WELDING LLC	LIGHT POLE REPAIR	621.96	
	MARIE ELECTRIC INC.	LIGHT REPAIR	155.55	
		<b>TOTAL</b>	<b>10,776.85</b>	
<b>LOST DEBT SERVICE</b>	UMB BANK, N.A.	AGENT FEES	300.00	
		<b>TOTAL</b>	<b>300.00</b>	
<b>DEBT SERVICE</b>	UMB BANK, N.A.	AGENT FEES	1,300.00	
		<b>TOTAL</b>	<b>1,300.00</b>	
<b>CAPITAL PROJECTS F</b>	DELONG CONSTRUCTION	PAY APP#9-WELL-PARK GRD &	42,490.65	APPROVED 5/19/20
		<b>TOTAL</b>	<b>42,490.65</b>	

SIDEWALK REPAIR & REPLACE	OSSMAN, BLAKE ST. JAMES PARISH	SIDEWALK REPAIR/REPLACEMENT	864.00
		SIDEWALK REIMBURSEMENT	3,744.00
		TOTAL	4,608.00
TREE REMOVAL & REP	IOWA RIVER TREE SERVICE AKA JOSE LEYVA MCCONNELL, MARDE	REMOVED TREE 731 S MARION	1,250.00
		REIMBURSEMENT FOR SUPPLIES	687.93
		TOTAL	1,937.93
CAPITAL PROJECTS	INTEGRITY ABSTRACT COMPANY	PRELIMINARY ABSTRACT	484.00
		TOTAL	484.00
TREE COMMITTEE	IOWA CITY LANDSCAPING IGRAPHIX, INC MCCONNELL, MARDE	TREES	1,038.00
		ENVELOPES-TREE COMMITTEE	50.00
		REIMB FOR STAMPS	21.00
		TOTAL	1,109.00
K-9 PROGRAM	WASH VETERINARY CLINIC	DOG FOOD/HEARTWORM TEST	61.86
		TOTAL	61.86
PARK GIFT	HY-VEE	FLOWERS - GIFT FUND	2,195.07
		TOTAL	2,195.07
LIBRARY GIFT	JESTER JIM INC	VIRTUAL CHILDRENS PROGRAMM	300.00
		TOTAL	300.00
WATER PLANT	ACE ELECTRIC. INC ALLIANT ENERGY AMERICAN MELT BLOWN & FILTRATION BONEBRAKE, ZACHARY EVANS, AMANDA FERGUSON WATERWORKS# 2516 HACH COMPANY HAFNER, ALEXANDER S. ION ENVIRONMENTAL SOLUTIONS JENNINGS, ELAINE LUCAS, TANYA & NATHA MISCELLANEOUS V JACQUELINE ARREOLA L POSTMASTER STATE HYGIENIC LAB STREFF, ROSE TYLER TECHNOLOGIES WATER SOLUTIONS UNLIMITED WATTS, DAVE	GENERATOR REPAIR	234.23
		ALLIANT ENERGY	20,649.43
		SUPPLIES	2,805.00
		WATER DEPOSIT REFUND	65.80
		WATER DEPOSIT REFUND	0.36
		METERS	5,760.00
		SUPPLIES	1,292.45
		WATER DEPOSIT REFUND	102.94
		TESTING	320.00
		MILEAGE REIMBURSEMENT	18.40
		WATER DEPOSIT REFUND	75.43
		WATER DEPOSIT REFUND	94.88
		BULK MAILING- WATER BILLS	811.39
		TESTING	1,010.00
		MILEAGE REIMB	5.18
		SOFTWARE MAINTENANCE	3,288.43
		CHEMICALS	9,596.32
		WATER DEPOSIT REFUND	208.43
		TOTAL	46,338.67
WATER DISTRIBUTION	ACE-N-MORE ALLIANT ENERGY ARNOLD MOTOR SUPPLY BUSINESS RADIO SALES INC WIBSTAD, ZACH	RAIN SUIT/PAINT	439.92
		ALLIANT ENERGY	39.85
		TRASH PUMP REPAIR/TOOL	37.19
		2-WAY RADIOS	142.28
		BOOT REIMBURSEMENT	96.25
		TOTAL	755.49
SEWER PLANT	ALLIANT ENERGY ATCO INTERNATIONAL BIG STATE INDUSTRIAL SUPPLY CASH-N-CARRY CHEMICALS LLC IMPRESSIONS COMPUTERS, INC IOWA PUMP WORKS INC JETCO ONSITE SERVICES SOLUTIONS, LLC TESTAMERICA LABORATORIES INC TIFCO INDUSTRIES TYLER TECHNOLOGIES VISA	ALLIANT ENERGY	13,672.06
		SUPPLIES	244.24
		BUG SPRAY/SLIP TAPE	373.45
		WEED KILLER	90.00
		COMPUTER MAINTENANCE	71.25
		LEXINGTON PUMP MAINTENANCE	4,402.50
		VFD BLOWER REPAIR	1,546.70
		YEARLY CALIBRATION	2,932.00
		TESTING	1,795.50
		BOLTS FOR BUILDING	120.34
		SOFTWARE MAINTENANCE	3,288.42
		SUPPLIES & ANTIVIRUS	129.61

		<b>TOTAL</b>	<b>28,666.07</b>	
<b>SEWER COLLECTION</b>	ACE-N-MORE	TRASH PUMP PARTS	27.78	
	ALLIANT ENERGY	ALLIANT ENERGY	761.26	
	ARNOLD MOTOR SUPPLY	PARTS	89.42	
	G & R MILLER CONSTRUCTION	TILE FOR CLAY LINES	90.00	
	MAC TOOLS	HEAVY DUTY SCAN/TOOLS	699.97	
	MARTIN EQUIPMENT OF IA-IL	2020 JD 310 HL BACKHOE	63,900.00	<b>APPROVED 5/19/20</b>
		<b>TOTAL</b>	<b>65,568.43</b>	
<b>SANITATION</b>	JOHNSON COUNTY REFUSE INC	JUNE REFUSE/RECYCLING	47,865.00	
	WASH CO HUMANE SOCIETY	JUNE COLLECTIONS	341.00	
		<b>TOTAL</b>	<b>48,206.00</b>	
		<b>TOTAL</b>	<b>333,878.24</b>	

CITY OF WASHINGTON, IA  
VISA Card Charges

CLAIMS REPORT 7/7/2020

<b>FIRE/EMS</b> AUTO TRIM AND SIGNS	2017 F150 -INSTALL ATC LER RUNS, TOPPER, LOADMASTER BED SYSTEM, TAILGATE SEAL (FINAL PAYMENT)	1,531.50	<b>FIN ADMIN</b> ZOOM EB VIRTUAL PRESERVE	ONLINE CONFERENCING VIRTUAL PRESERVE IOWA SUMMITT - SANDRA JOHNSON	58.84 20.00
<b>POLICE</b>		1,531.50	<b>LIBRARY/LIBRARY GIFT</b> ZOOM ENDICIA GOOGLE GSUITE	ONLINE CONFERENCING POSTAGE MONTHLY EMAIL SUBSCRIPTION	78.84 58.84 10.65 38.52
<b>WATER PLANT</b>		-			108.01
<b>SEWER PLANT</b> WALLMART NORTON	GARBAGE BAGS AND BATTERIES COMPUTER SECURITY - WILL BE REFUNDED	23.62 105.99	<b>CEMETERY</b> HOLLAND INVESTMENTS PAYPAL *MOWER PARTS STAPLES DIRECT	TRIMMER PARTS TRIMMER PARTS INK/PRINTER CABLE	58.98 127.97 90.97
<b>AIRPORT</b>		129.61	<b>PARKS/POOL</b> UHAUL ARBYS CASEYS NORTHERN TOOL	RENTAL TO TRANSPORT FLOWERS LUNCH FOR DALE AND NICK PICKING UP TREES FOR GIVEAWAY GATERADE/WATER FOR KIDS PICKING UP GLASS AT WELLNESS PARK FERTILIZER SPREADER	69.72 17.53 19.49 1,179.46
		-	<b>DEVELOP SERVICES</b> IAEI	ELECTRICAL INSPECTORS CONFERENCE	60.00
		-			60.00
				Grand Total	2,185.88

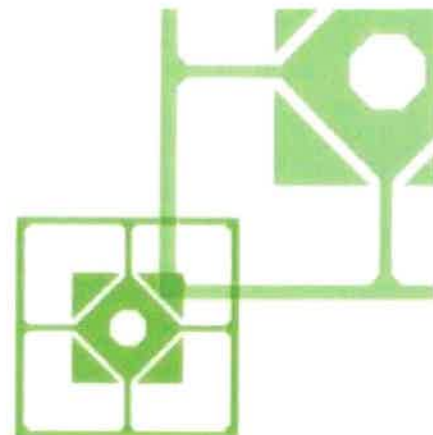


In an effort to minimize exposure and provide a safer environment to our race participants, we will be implementing the following changes for Saturday August 29<sup>th</sup> 2020 race:

- Staggered start times – 7:00am ½ marathon 8:00am 10k/5K
- Increase staging area by an addition block west to C Ave.
- No race day registrations.
- Packet pick up Friday Aug. 28<sup>th</sup> at the YMCA.
- Packet pick up pre-race Saturday with more tables for additional lines.
- All water stop volunteers will use gloves, and water will be set out on tables for participants to pick up.
- Postrace food will be prepackaged and out for pickup after the finish line.
- Hand sanitizer will be available at registration
- Physical distancing signs will be posted and participants will be reminded by the event announcer.

We are committed to providing a quality race for our participants while doing our best to create physical distancing. In no way can we guarantee that COVID 19 infection will not occur through participation in this event. Those that are not comfortable with this risk are welcome to choose our virtual race option. Shirts and medals would be shipped to the participant. However, this option would not be eligible for awards.

205 W. Main Street Washington, Iowa 52353  
319-653-3918 | 888-833-3529 | sarah@mainstreetwashington.org



## 2020 Board of Directors

Brent Kromrie, President  
Tim Elliott, Vice President  
Elaine Moore, Treasurer  
Jordan Hill, Secretary  
Jamie Collier  
Maddie Widmer

Washington City Council  
215 E. Washington Street  
Washington, IA 52353

June 24, 2020

### Ex-Officio

Michelle Redlinger  
Stan Stoops  
Brent Hinson  
David Collins

### What we do in a nutshell?

- Historic Preservation
- Economic Development
- Business Support
- Downtown Beautification
- Design Assistance & Consultation
- Marketing
- Event Planning
- Community Organizing
- & so much more...

### Business Visit Program

We'd love to know more about you & your business! Let's sit down & see how Main Street can benefit you.

Dear City Council Members,

Due to COVID-19 we have delayed requesting permission to move forward with Movies on Main. At this time, our board of directors feels that we can safely proceed with proper social distancing. This year we will begin July 10th followed by August 7th, and September 4<sup>th</sup>.

We propose not offering concessions for the July film. Our board would like to re-evaluate this choice for our August & September films at our July Board Meeting. I would like to instead encourage families who would like popcorn or snacks to purchase them to-go from the State Theatre or our local restaurants. We will also place hand sanitizer stations out & encourage families to distance from one another. We have a great park, spread out. In our due diligence, we have investigated and will continue our liability insurance under Main Street's event policy for each of the evenings and have obtained proper licensing to show the family-friendly movies.

I have spoken to Danielle in both her Public Health professional role to identify & mitigate potential risks. Thank you for your consideration in offering this safe family event for our community.

Thank you so much,

*Sarah Grunewaldt*

Accredited by:  MAIN STREET AMERICA  
National Main Street Center  
Creating the Main Street Difference





## 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; [iearnest@washingtioniowa.gov](mailto:iearnest@washingtioniowa.gov)

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

### 1. APPLICANT INFORMATION

Name/Event: Bryson Block Party / Dinner in the Park

Coordinator: Alesia Davis

Contact Number: 319-750-1546

Email Address: alesia@washingtioniowa.org

### 2. EVENT INFORMATION

Event Description: Bryson Block - Alive After 5 with Chamber JP's, Village & Main Street. Dinner in the Park fundraiser with Care Dedic.

Days/Dates of Event: Bryson: July 11<sup>th</sup> Dinner in park: Aug 2<sup>nd</sup>

Time(s) of Event: (Include Set Up/Tear Down Time) Bryson: 4-8 Dinner: Rain Date: Aug 9<sup>th</sup> 3PM-7PM

Event Location: Bryson: parking spots outside Chamber, village, JP's. Dinner: 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.

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

Description: East bound Main St. between Marion Ave. + B Ave.

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

will visit business owners on main st.

Other Requests

\_\_\_\_\_ Temporarily park in a "No Parking" area  
location: \_\_\_\_\_

\_\_\_\_\_ Use of City Park (specify park: \_\_\_\_\_)  
Electrical Needs: \_\_\_\_\_

\_\_\_\_\_ Use of gators/UTV/ATV on City streets

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

\_\_\_\_\_ Walk/Run (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

\_\_\_\_\_ Fireworks (specify location: )

\_\_\_\_\_ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

☒ Street barricades **2 on each**

\_\_\_\_\_ Emergency "No Parking" Signs **end of**

☒ Traffic cones **street**

\_\_\_\_\_ Picnic Tables **ave B. +**

**Marion**  
**ave.**

\_\_\_\_\_ 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: Alisha Davis

Phone: 319-750-1541

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

4/29/20

Date

## DEPARTMENT APPROVALS

Indicate Date  
Contacted

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

4/29

City Clerk      Illa Earnest      319-653-6584      [iearnest@washingtونيowa.gov](mailto:iearnest@washingtونيowa.gov)  
(Liquor Licenses)      ext 131  
Comments/Restrictions:

4/29

Police Chief      Jim Lester      319-458-0264      [jlester@washingtونيowa.gov](mailto:jlester@washingtونيowa.gov)  
Comments/Restrictions:

4/29

Fire Chief      Tom Wide      319-863-3332      [firedept@washingtونيowa.gov](mailto:firedept@washingtونيowa.gov)  
Comments/Restrictions:

4/29

Streets      JJ Bell      319-653-1538      [jjbell@washingtونيowa.gov](mailto:jjbell@washingtونيowa.gov)  
Comments/Restrictions:

4/29

Parks      Nick Pacha      319-321-4886      [npacha@washingtونيowa.gov](mailto:npacha@washingtونيowa.gov)  
Comments/Restrictions:

4/29

County Environmental Health (if serving food):  
Jason Taylor; 319-461-2876; [jtaylor@co.washington.ia.us](mailto:jtaylor@co.washington.ia.us)  
Comments/Restrictions:

## CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

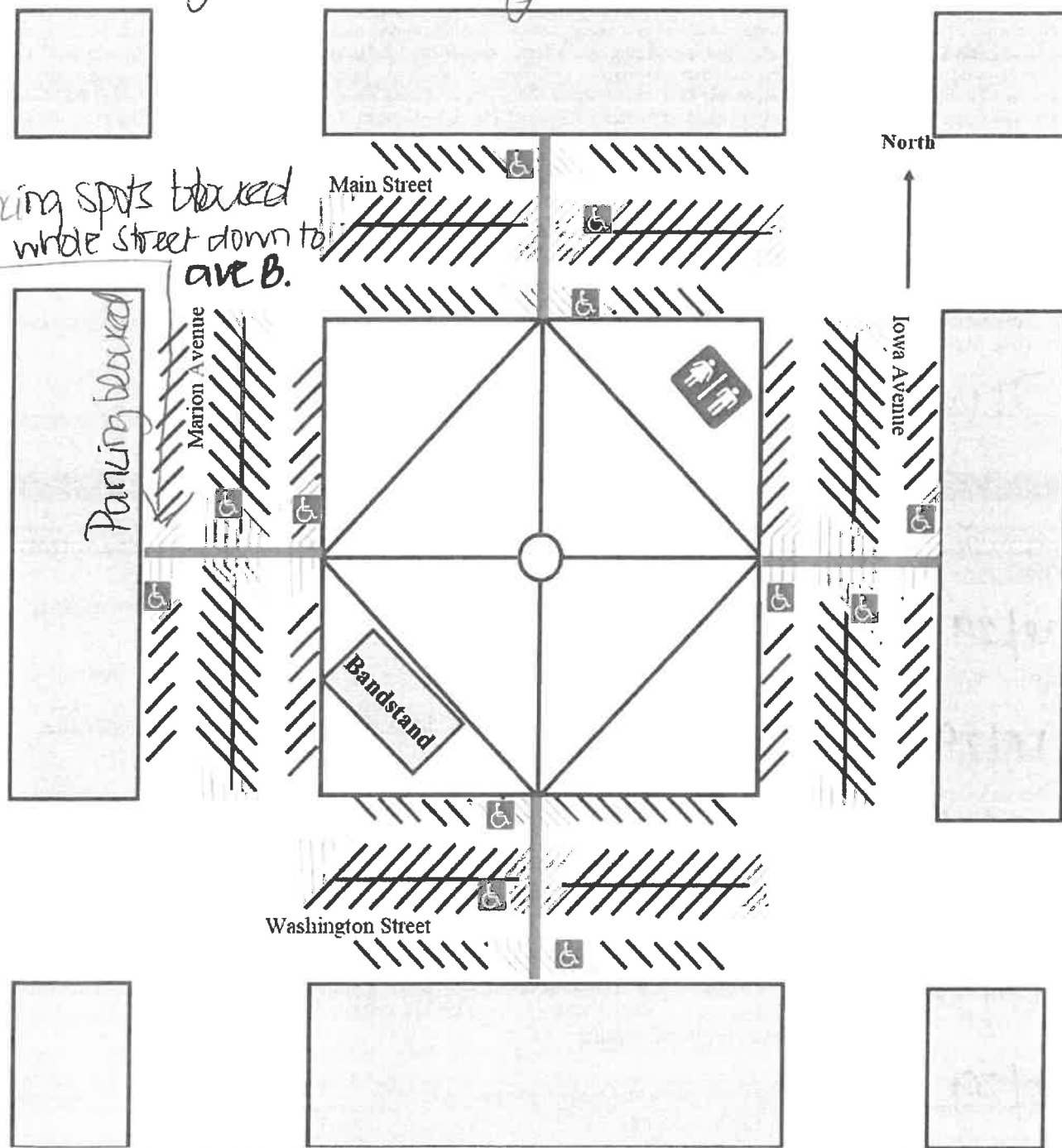
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_

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

*Bryson Block Party*

*Parking spots blocked  
on whole street down to  
ave B.*

















## ENVIRONMENTAL DIVISION

---

P.O. BOX 889, COURTHOUSE · WASHINGTON, IA 52353 · (319) 653-7782 · FAX (319) 653-7780

To Whom it May Concern,

Alisia Davis, has contacted Jason Taylor, at Washington County Environmental Health Department, in reference to Events in Central Park.

The first event is the Bryson Block Party, which will be held on July 16, 2020. The food served during the event is offered free of charge, so no license is required during the event.

The Second event is Dinner in the Park, which will be held on August 2, 2020 weather permitting. If the food is served from Café Dodici property, no license will be required. If the food is taken into the park and served in Central Park, then a Temporary Food License will be Required. Café Dodici will assume all liability if served from their property, or if served in the park then the Chamber of Commerce will assume liability, being the license will be issued to the Chamber.

Any Questions can be directed to the Environmental Health Department.

Regards,

A handwritten signature in blue ink, appearing to read "Jason Taylor", with a long horizontal flourish extending to the right.

Jason Taylor, CP-FS  
Washington County Environmental Health Dept.  
PO Box 889 Courthouse  
Washington, Iowa 52353  
[jtaylor@co.washington.ia.us](mailto:jtaylor@co.washington.ia.us)  
Office 319-653-7782  
Cell 319-461-2876



## Illa Earnest

---

**From:** Alisha <[alisha@washingtونيowa.org](mailto:alisha@washingtونيowa.org)> on behalf of Alisha  
**Sent:** Wednesday, July 1, 2020 1:58 PM  
**To:** Jim Lester  
**Cc:** Illa Earnest; Michelle Redlinger; Tom Wide; Jj Bell  
**Subject:** Re: City Council Request for Bryson Block Party & Dinner in the Park  
**Attachments:** BrysonBlockParty&DinnerinthePark-Amendment 7.1.20.pdf

Hello everyone-

I just spoke to Jim about his questions and wanted to send an update and amended request. After our conversation, we decided to block Main street east bound from Ave. B to Marion Ave for this date with barricades for the Bryson Block Party.

This will still allow for parking in the center of the street and traffic west bound, but we think this will be a safer option this year and allow for more social distancing and spacing for our Bryson Block Party.

I have included the updated request form with these requests.

Thank you for working with us on these events and all your help!

### ***Alisha Davis***

#### **Event Coordinator**

Washington Chamber of Commerce  
205 West Main Street, Washington, IA. 52353

Office: [\(319\) 653-3272](tel:3196533272)

Fax: [\(888\) 833-3529](tel:8888333529)

[www.chamber.washingtونيowa.gov](http://www.chamber.washingtونيowa.gov)

[alisha@washingtونيowa.org](mailto:alisha@washingtونيowa.org)



On Wed, Jul 1, 2020 at 1:23 PM Jim Lester <[jlester@washingtونيowa.gov](mailto:jlester@washingtونيowa.gov)> wrote:

Thanks for the updated information, Alisha.

I have just a couple of questions -

Does the Bryson Block event include alcohol and is there a request for Council to make that approval? You mentioned the Dinner in the Park using Cafe Dodici permit in your email, but not the Bryson Block event.

Is there a large enough crowd at the Bryson Block event and since it's spread out over a full block, should we be concerned about vehicular traffic going east on Main or is that not a concern?

## Illa Earnest

---

**From:** Alisha <[alisha@washingtونيowa.org](mailto:alisha@washingtونيowa.org)> on behalf of Alisha  
**Sent:** Wednesday, July 1, 2020 12:07 PM  
**To:** Illa Earnest  
**Cc:** Michelle Redlinger; Jim Lester; Tom Wide; Jj Bell; Mr. Nick Pacha; Jason Taylor  
**Subject:** Re: City Council Request for Bryson Block Party & Dinner in the Park  
**Attachments:** Letter from Jason Taylor for Byrson Block & Dinner in the Park.pdf; Parking Spots on Main Filled to B Ave.jpg; Parking Outside Bryson Block.jpg; Parking Outside Village.jpg; BrysonBlockParty&DinnerinthePark.pdf

Hello Illa and City Department Partners-

I would like to clarify a few more things about these events. I should have broken them out into two different events, sorry for this confusion.

Bryson Block Party: We would like to request more parking spots than usual. I have attached some photos of the spots requested closest to the buildings on the streets. We would like to request parking on Marion Avenue in front of the Village and down to the crosswalk. Also, we would like to request the whole row of parking spaces on Main Street, that goes from Marion Ave. and down to B Ave. The additional parking will allow for more spacing between tables and social distancing.

For the Dinner in the Park with Dodici, I would like to special request alcohol be permitted with the dinner in the park for this evening of August 2nd. We will be using the current liquor license with Cafe Dodici for this fundraiser event.

Thank you for all your help and please let me know if you have any questions.

### ***Alisha Davis***

#### **Event Coordinator**

Washington Chamber of Commerce  
205 West Main Street, Washington, IA. 52353

Office: [\(319\) 653-3272](tel:3196533272)

Fax: [\(888\) 833-3529](tel:8888333529)

[www.chamber.washingtونيowa.gov](http://www.chamber.washingtونيowa.gov)

[alisha@washingtونيowa.org](mailto:alisha@washingtونيowa.org)



On Mon, Jun 29, 2020 at 5:00 PM Alisha <[alisha@washingtونيowa.org](mailto:alisha@washingtونيowa.org)> wrote:  
Hello Illa!

I am hoping to present this request to the City Council before our Bryson Block Party (our Alive After 5 event with Main Street, The Village & JP's) that is scheduled for Thursday, July 16th. We are just in need of more spaces reserved for social distancing.

We would like to host a fundraiser dinner in Central Park with Cafe Dodici on Sunday, August 2nd, so I would also like to request this event.

Thank you so much!

***Alisha Davis***

**Event Coordinator**

Washington Chamber of Commerce

205 West Main Street, Washington, IA. 52353

Office: [\(319\) 653-3272](tel:3196533272)

Fax: [\(888\) 833-3529](tel:8888333529)

[www.chamber.washingtoniowa.gov](http://www.chamber.washingtoniowa.gov)

[alisha@washingtoniowa.org](mailto:alisha@washingtoniowa.org)



*Jaron P. Rosien, 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**

July 1, 2020

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

From: Brent Hinson   
City Administrator

Re: Hold Public Hearing for Whitesell Building Sale & Sell on Contract to Brava

It is now time to hold a public hearing, after which it will be possible for the City Council to formally consider the Real Estate Installments Contract that we have negotiated with Wildhawk Investments/Brava Roof Tile.

We formally took possession of the factory from Whitesell/NLW Holdings today, so everything is on track.

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

**RESOLUTION DIRECTING THE SALE OF AN INTEREST IN REAL  
PROPERTY FOLLOWING A PUBLIC HEARING**

WHEREAS, following public notice and hearing as required by law, the City of Washington has determined that the property located at 915 E. Tyler Street and described as:

“Commencing at the Southeast corner of Out Lot 10 in A.W. Chilcote’s Out Lot Addition to Southeast Washington, as recorded in Plat Book 4, Page 511, Plat Records of Washington County, Iowa; thence West 992.84 feet; thence North 209.90 feet to the centerline of the abandoned C.B. & Q. railroad right-of-way; thence northwesterly along the centerline of the abandoned railroad right-of-way to the south line of East Polk Street; thence East 25.00 feet along the South line of East Polk Street to the east line of South 9<sup>th</sup> Avenue; thence North 297.95 feet; thence East 1195.50 feet to the Northeast corner of said Out Lot 10; thence south 804.50 feet to the point of beginning, as shown in Plat Book 10, Page 248; in Washington County, Iowa.

Excepting therefrom that portion of said Out Lot 10 in A.W. Chilcote’s Out Lot Addition and that portion of Parcel “A” of Lot 1 of W.E. Chilcote’s Addition to the City of Washington conveyed to the City of Washington by Quit Claim Deed filed September 24<sup>th</sup>, 2008 as recorded in Book 2008 on Page 3685 in the Washington County Recorder’s Office.

And excepting therefrom Lot 1 of Lot A in the Subdivision of Out Lot 10 of A.W. Chilcote’s Out Lot Addition to Southeast Washington, Washington County, Iowa, as shown on the Plat of Survey recorded in Book 29 at Page 0149, Plat Records of Washington County, Iowa.”

is surplus and wishes to dispose of the property by real estate installments contract sale to Wildhawk Investments, LLC.

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

Section 1. On behalf of the City of Washington and in accordance with the attached Real Estate Installments Contract, the Mayor shall contract to sell the above-mentioned real estate to the party named therein.

Section 2. The City Clerk shall co-sign all such contract and shall co-sign the deed once the Real Estate Installments Contract has been paid in full in compliance with the terms of said Real Estate Installments Contract. After execution of the Real Estate Installments Contract by both parties, the City Clerk shall cause the Real Estate Installments Contract, along with a copy of this Resolution and the public hearing notice

for said disposal hearing, to be recorded in the Office of the Washington County Recorder as required by law.

PASSED AND APPROVED this 7<sup>th</sup> day of July, 2020.

---

Jaron P. Rosien, Mayor

ATTEST:

---

Illa Earnest, City Clerk

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

## REAL ESTATE INSTALLMENTS CONTRACT

THIS PURCHASE AGREEMENT entered into by and between the City of Washington, Iowa, Washington, Iowa 52353 (hereafter the "Seller"); and Wildhawk Investments, LLC, 2000 James Street, Coralville, Iowa 52241 (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 Iowa:

That parcel of property generally referred to as 915 E. Tyler Street, Washington, Iowa 52353, and legally described as follows:

Commencing at the Southeast corner of Out Lot 10 in A.W. Chilcote's Out Lot Addition to Southeast Washington, as recorded in Plat Book 4, Page 511, Plat Records of Washington County, Iowa; thence West 992.84 feet; thence North 209.90 feet to the centerline of the abandoned C.B. & Q. railroad right-of-way; thence northwesterly along the centerline of the abandoned railroad right-of-way to the south line of East Polk Street; thence East 25.00 feet along the South line of East Polk Street to the east line of South 9<sup>th</sup> Avenue; thence North 297.95 feet; thence East 1195.50 feet to the Northeast corner of said Out Lot 10; thence south 804.50 feet to the point of beginning, as shown in Plat Book 10, Page 248; in Washington County, Iowa.

Excepting therefrom that portion of said Out Lot 10 in A.W. Chilcote's Out Lot Addition and that portion of Parcel "A" of Lot 1 of W.E. Chilcote's Addition to the City of Washington conveyed to the City of Washington by Quit Claim Deed filed September 24<sup>th</sup>, 2008 as recorded in Book 2008 on Page 3685 in the Washington County Recorder's Office.

And excepting therefrom Lot 1 of Lot A in the Subdivision of Out Lot 10 of A.W. Chilcote's Out Lot Addition to Southeast Washington, Washington County, Iowa, as shown on the Plat of Survey recorded in Book 29 at Page 0149, Plat Records of Washington County, Iowa.

(hereafter the "Property"). The exact legal description to be taken from the abstract of title.

2. **PURCHASE PRICE.** The purchase price of the Property shall be \$1,245,000.00, payable at 215 E. Washington Street, Washington, Iowa, to be paid monthly installments, in the manner as follows:

Buyer shall pay the sum of \$8,597.75 per month beginning on the 1st day of July, 2020, and the balance of \$1,245,000.00 shall accrue 3% interest per annum based upon a 15-year amortization schedule, said amortization schedule attached hereto as Exhibit "A." Each \$8,597.75 monthly payment will be applied to interest first, then principal. Said monthly payments shall be credited towards the purchase price for the Property. The remaining balance of \$659,285.24 shall be paid in full on July 1, 2028. Buyer understands that the Seller will not extend the length of this Agreement past July 1, 2028.

3. **DATE OF POSSESSION.** The Buyer shall be granted possession of the Property no later than July 8, 2020.

4. **REAL ESTATE TAXES.** Buyer shall pay any unpaid real estate taxes payable in prior years and any and all real estate taxes for prior years that have accrued as of July 1, 2020 (payable in September 2020 and March 2021). For the remaining term of this Agreement, the Buyer shall pay, when due, all real estate taxes that are due and payable as of the date of possession (first payment will be due on or before September 30, 2021). Upon payoff of the contact, the Buyer shall pay to the Seller the pro rata share of property taxes as of the date of payoff.

5. **RISK OF LOSS AND INSURANCE.** Buyers as of and from the Date of Possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyer (without demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, nor on or hereafter placed on said Property, in companies reasonably approved by Seller in an amount not less than the full insurable value of such improvements with such insurance payable to Buyer and Seller as their interests may appear. Buyer shall promptly deposit such policy with riders with Seller for further security for the payment of such sums herein mentioned. In the event of any casualty loss, the insurance proceeds may be used under the supervision of the Seller to replace or repair said loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made, but in any event such proceeds shall stand as security for the payment of obligations hereunder.

6. **CARE OF THE PROPERTY.** Buyer shall take good care of the Property; shall keep the buildings and other improvements now or hereafter placed upon the Property in good and reasonable repair and shall not injure, destroy or remove the same during the life of this Agreement. Buyer shall not make any material alteration to the Property without written consent of Seller. Buyer shall not use or permit said Property to be used for any illegal purpose.



7. **ABSTRACT AND TITLE.** Seller, within 30 days of the Date of Possession, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Offer, 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 Date of Possession 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 Warranty Deed, free and clear of all liens, but subject to easements and restrictions of record as of the date of this Agreement.

9. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

10. **FORFEITURE.** If Buyer (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay taxes or special assessments or charges, or any part thereof, levied upon said Property, or assessed against it, by any taxing body before any such items become delinquent; or (c) fail to keep the Property insured as outlined in this Agreement; or (d) fail to keep the Property and/or buildings located upon the Property in reasonable repair; or (e) fail to perform any of the agreements as herein made or required; then Seller, in addition to any and all other legal and equitable remedies which they may have, at its option, may proceed to forfeit and cancel this contract as provided by law pursuant to Chapter 656 of the Code of Iowa (2019), as amended. Upon completion of such forfeiture Buyer shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Seller as compensation for the use of said Property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyer, or any other person be in possession of said Property or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and accordingly may be ousted and removed as provided by law.

11. **FORECLOSURE AND REDEMPTION.** If Buyer fails to timely perform this contract, Seller, at its option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654 of the Code of Iowa (2019), as amended. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyer only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure end upon the contract obligation.

It is agreed that is this contract covers less than ten (10) acres of land, and in the event of such foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Seller, in such action file an election to waive any deficiency judgment against Buyer which may arise out of such foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Code of Iowa (2019), as amended. If the redemption period is so reduced, for the first three (3) months after the sale such right of redemption shall be exclusive to Buyer, and the time period in Section 628.5, 628.15 and 628.16 of the Iowa Code (2019), as amended, shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all three of the following contingencies develop: (i) the real estate is less than ten (10) acres in size; (ii) the Court finds affirmatively that the said real estate has been abandoned by the owners and those people liable under this contract at the time of such foreclosure; and (iii) Seller in such action file an election to waive any deficiency judgment against Buyer or its successor in interest in such action. If the redemption period is so reduced, Buyer or its successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Section 628.5, 628.15 and 628.16 of the Code of Iowa (2019), as amended, shall be reduced to forty (40) says. Entry of appearances by pleading or docket entry by or on behalf of Buyer shall be presumption that the Property is not abandoned. Any such redemption period shall be consistent with Chapter 628 of the Code of Iowa (2019), as amended. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Code of Iowa (2019), as amended.

**12. ATTORNEYS' FEES.** In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Seller, or in any other case permitted by law in which attorneys' fees may be collected from Buyer, or imposed upon them, or upon the above described property, Buyer agrees to pay reasonable attorneys' fees and costs.

**13. INTEREST IN DELINQUENT AMOUNTS.** Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they became delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

**12. CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.

**13. ASSIGNMENT.** The Buyer shall not assign this Agreement without prior written consent of the Seller.

**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. TESTING/SURVEY.** The Seller expressly agrees, that upon 24-hour notice to the Seller by the Buyer, to allow access onto and into the Properties for the purpose of testing and surveying said Property.

**16. CITY COUNCIL APPROVAL REQUIRED.** Both parties expressly agree that this Agreement is not binding upon the City until such time as approved by the Washington City Council.

**17. OUTSIDE STORAGE.** Any outside storage by the Buyer shall be screened from view via a privacy fence or masonry enclosure.

**18. CONDITION OF PROPERTY.** Buyer specifically acknowledges and agrees that the Property is being sold in an "AS IS" condition, "WHERE IS" and "WITH ALL FAULTS."

**19. MAINTENANCE AND UTILITIES.** Buyer shall be responsible for paying, when due, all utility charges for the Property. In addition, Buyer shall be responsible for all repairs and maintenance of the Property.

**20. TRANSFER TAX.** State transfer tax, based on the original purchase price and applicable tax rate at the time of payoff, will be due to the County Recorder when the contract is paid in full, and this amount will be deducted from the contract payoff.

**21. MORTGAGE PROHIBITED.** The Buyer shall not have the right to use the Property for any collateral on any financing arrangements of the Buyer.

**22. PREPAYMENT.** Buyer shall have the right to prepay, without penalty, the principal remaining on the contract, or any portion thereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**Buyer:**  
**Wildhawk Investments, LLC**

**City of Washington:**

By: \_\_\_\_\_  
Adam Brantman, Manager

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Jaron P. Rosien and Illa Earnest, as Mayor and City Clerk respectively of the City of Washington, Iowa.

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

**STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Adam Brantman as Manager of Wildhawk Investments, LLC.

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

*Jaron P. Rosien, 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**

July 1, 2020

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

From: Brent Hinson  
City Administrator

Re: NLW Plat 1 Plans & Specs and Electric Facilities Agreement

It is now time for the hearing and consideration of the resolution adopting the plans & specs for this project. We will receive bids on July 16 and Council will review bids and hopefully be able to award the contract at the July 21 meeting.

In conjunction with the project, we need Alliant to extend electrical service (the site already has natural gas service). We will need to make an up-front payment of \$13,882,76, which will be reimbursed as the lots are built on.

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

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF  
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, Garden & Associates, Ltd. has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as the “2020 NLW Subdivision Plat 1 Project”; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 7<sup>th</sup> day of July, 2020.

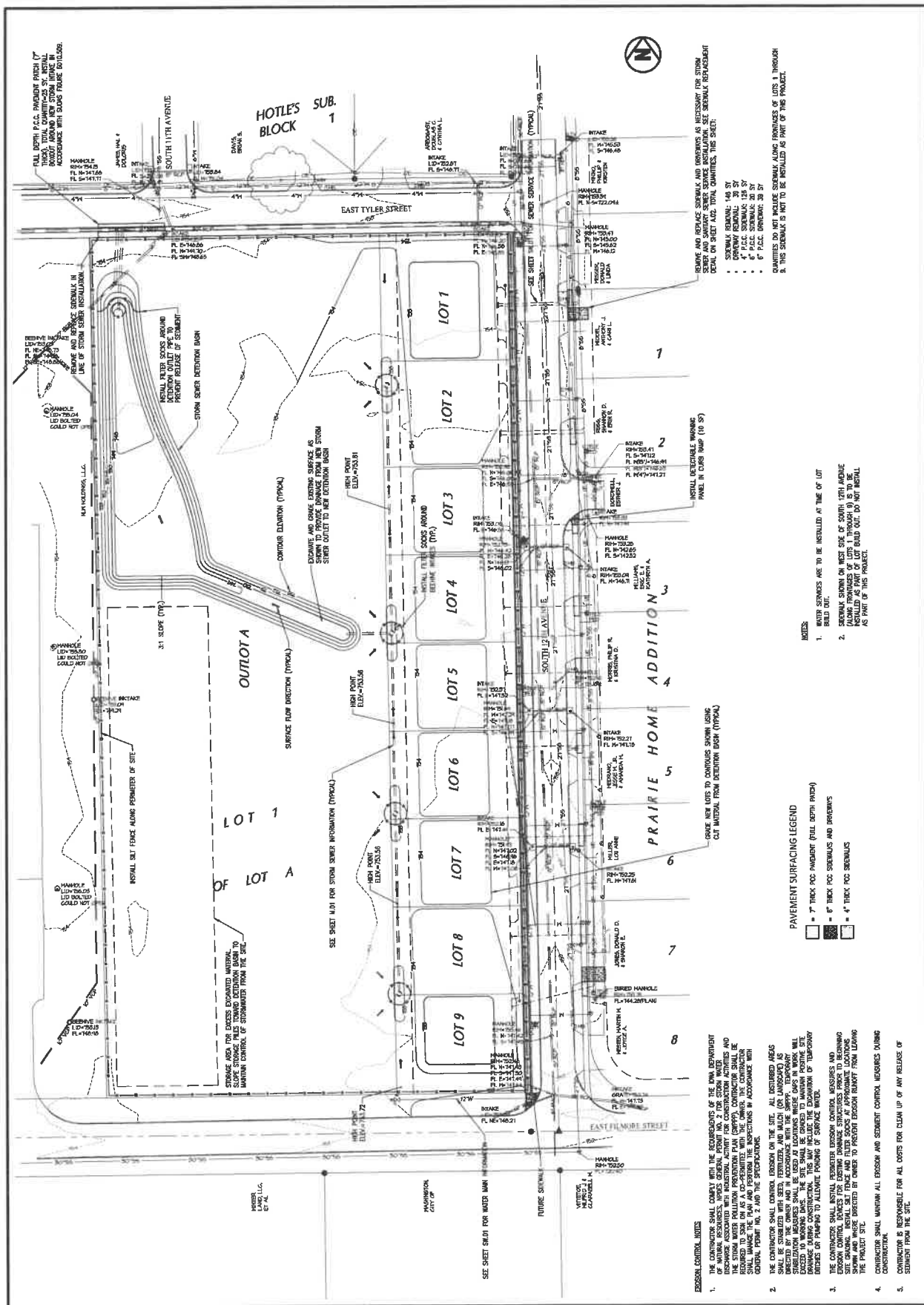
\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

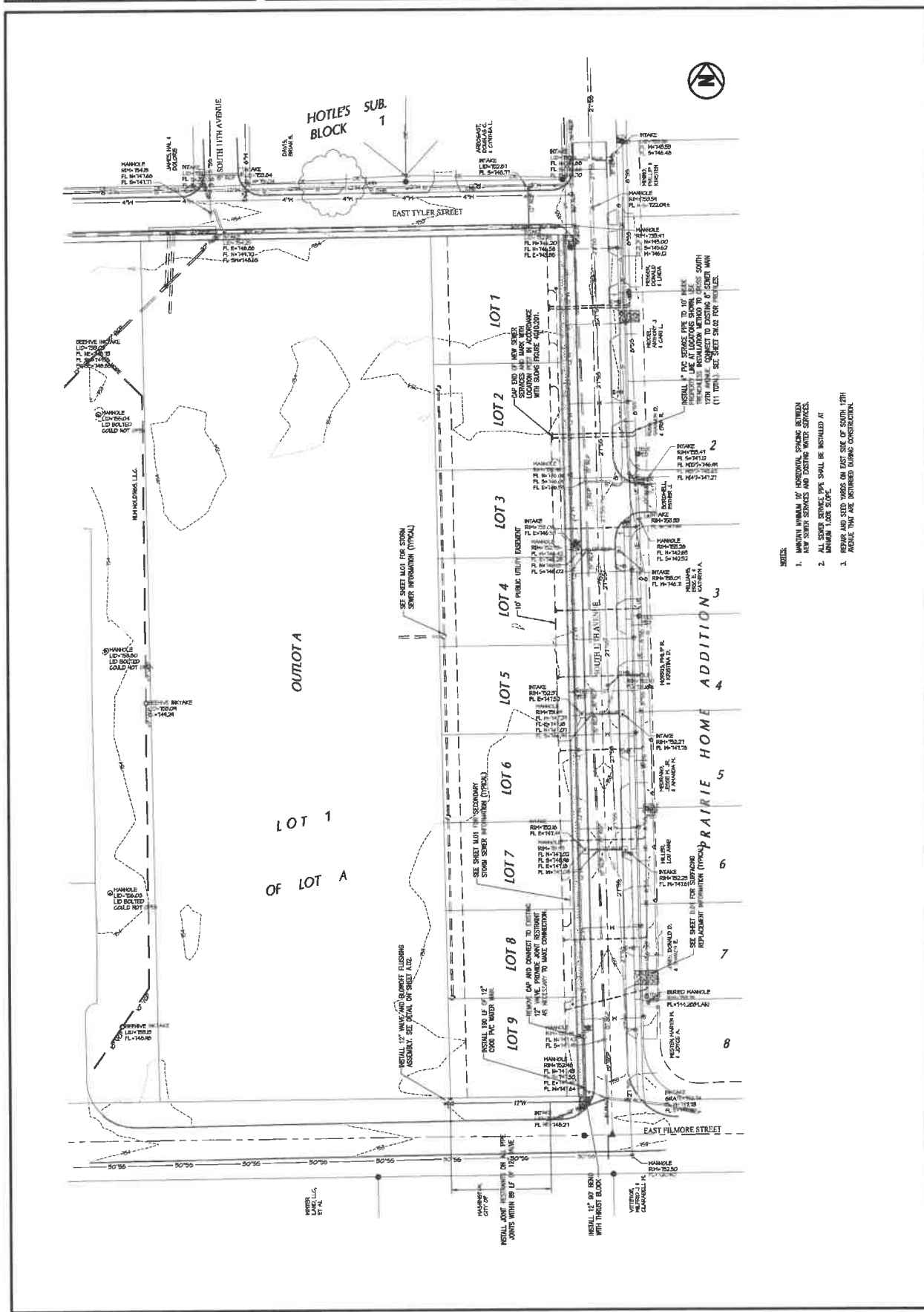
\_\_\_\_\_  
Illa Earnest, City Clerk

**Engineer's Opinion of Probable Cost**  
**NLW Subdivision - Plat 1**  
**Washington, IA**  
**2020**

No.	DESCRIPTION	ESTIMATED UNITS		UNIT PRICE	AMOUNT
1	Excavation, Class 10, 12, or 13	CY	3,715	\$ 10.00	\$ 37,150.00
2	Trench Compaction Testing	LS	1	\$ 1,500.00	\$ 1,500.00
3	Sanitary Sewer Service Stub, Trenchless, PVC, 4"	LF	850	\$ 45.00	\$ 38,250.00
4	Storm Sewer, Trenched, 12" HDPE or PP	LF	546	\$ 35.00	\$ 19,110.00
5	Storm Sewer, Trenched, 15" HDPE or PP	LF	40	\$ 40.00	\$ 1,600.00
6	Storm Sewer, Trenched, 18" RCP	LF	77	\$ 65.00	\$ 5,005.00
7	Storm Sewer, Trenched, 21" RCP	LF	51	\$ 90.00	\$ 4,590.00
8	Storm Sewer, Trenched, 30" RCP	LF	37	\$ 95.00	\$ 3,515.00
9	Connection to Existing Intake	EA	1	\$ 2,000.00	\$ 2,000.00
10	Footing Drain Collector (Secondary Storm Sewer), PVC, 8"	LF	344	\$ 35.00	\$ 12,040.00
11	Footing Drain Collector (Secondary Storm Sewer), C900 PVC, 8"	LF	36	\$ 60.00	\$ 2,160.00
12	Footing Drain Cleanout (Secondary Storm Sewer), PVC, 8"	EA	2	\$ 750.00	\$ 1,500.00
13	Footing Drain Outlets and Connections	EA	6	\$ 350.00	\$ 2,100.00
14	Storm Sewer Service Stub, PVC, 4"	LF	56	\$ 25.00	\$ 1,400.00
15	Storm Sewer Service Stub, C900 PVC, 4"	LF	100	\$ 50.00	\$ 5,000.00
16	Water Main, Trenched, C900 PVC, 12"	LF	190	\$ 98.00	\$ 18,620.00
17	Water Main Connection	LS	XXX	\$ 750.00	\$ 750.00
18	Gate Valve, 12"	EA	1	\$ 3,500.00	\$ 3,500.00
19	Flushing Device (Blowoff), 4"	EA	1	\$ 2,000.00	\$ 2,000.00
20	Manhole, Type SW-401, 48" Dia.	EA	1	\$ 4,500.00	\$ 4,500.00
21	Intake, Type SW-509	EA	1	\$ 9,000.00	\$ 9,000.00
22	Prefabricated PVC Intake	EA	4	\$ 2,500.00	\$ 10,000.00
23	PCC Pavement Samples and Testing	LS	1	\$ 1,000.00	\$ 1,000.00
24	Removal of Sidewalk	SY	141	\$ 12.00	\$ 1,692.00
25	Removal of Driveway	SY	39	\$ 12.00	\$ 468.00
26	PCC Sidewalk, 4" Thick	SY	123	\$ 60.00	\$ 7,380.00
27	PCC Sidewalk, 6" Thick	SY	18	\$ 65.00	\$ 1,170.00
28	Detectable Warnings	SF	10	\$ 60.00	\$ 600.00
29	Paved Driveway, PCC, 6" Thick	SY	39	\$ 85.00	\$ 3,315.00
30	Full Depth Patch, PCC, 7" Thick	SY	25	\$ 125.00	\$ 3,125.00
31	Subbase Over-Excavation, 6"	TON	10	\$ 75.00	\$ 750.00
32	Temporary Traffic Control	LS	XXX	\$ 2,500.00	\$ 2,500.00
33	Seeding, Fertilizing, and Mulching for Hydraulic Seeding	LS	XXX	\$ 20,000.00	\$ 20,000.00
34	SWPPP Preparation	LS	XXX	\$ 2,000.00	\$ 2,000.00
35	SWPPP Management	LS	XXX	\$ 7,000.00	\$ 7,000.00
36	Mobilization	LS	XXX	\$ 25,000.00	\$ 25,000.00
<b>TOTAL</b>					<b>\$ 261,290.00</b>







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

**A RESOLUTION APPROVING AN ELECTRIC FACILITIES EXTENSION  
AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY**

WHEREAS, the 2020 NLW Subdivision Plat 1 project is currently being advertised for bid, and as part of this project, it is necessary to extend electric service to the new residential lots for sale; 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 area 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 NLW Subdivision Plat 1 project.

Section 2. The City Council hereby establishes intent that any refund payments will be deposited in Fund 315, Residential Development, to assist with future residential development activities.

PASSED AND APPROVED this 7<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

**Interstate Power & Light Company (Applicable to the Iowa Service Area)**  
**ESTIMATE**

Customer Name: City of Washington  
 Contact Name:  
 Mailing Address:

Date: 6/22/2020

Phone #

Project Address: NLW Subdivision Plat 1  
 S 12th Ave  
 Washington IA 52353

NUB Account ID  
 NUB SA ID  
 Electric 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
<b>Distribution</b>			
1 PHASE CABLE - UNDERGROUND SERVICE - 600 V - 350 AL TRIPLEX # of Runs = 1	E-09	411 feet	\$1,150.80
1 PHASE CABLE ONLY - UNDERGROUND PRIMARY - #2 AL	E-26	110 feet	\$242.00
1 PHASE UNDERGROUND SECONDARY PEDESTAL	E-31	3 each	\$1,068.00
1 PHASE UNDERGROUND TRANSFORMER ASSEMBLY - FROM PAD EQUIPMENT	E-32	2 each	\$2,084.00
1 PHASE TRANSFORMER COST DIFFERENCE OH TO UG <= 167 KVA	E-34	2 each	\$1,438.00
TRENCH/PLOW	I-19	411 feet	\$2,507.10
DIRECTIONAL BORING - 2"	I-10	110 feet	\$1,870.00
DUCT - PVC 2" # of Ducts = 2	I-12	110 feet	\$275.00
LABOR - CABLE PULLING (PER FOOT PER DUCT) # of Ducts = 2	I-06	110 feet	\$275.00
ELECTRIC 3 PERSON CREW SET-UP FEE (OH OR UG)	E-22	1 each	\$816.00

Total Installed Cost =	\$11,725.90
Marginal Estimated Future Revenue Allowance =	\$0.00
Total Installed Cost Without Tax Adder =	\$11,725.90
Iowa Contribution Tax Adder =	18.394%
Tax Adder Amount =	\$2,156.86

**Total Non-Refundable Contribution In Aid of Construction Required = \$13,882.76**

**COMMENTS:**

Primary electric underground install for lots 1 through 9

**Pricing valid for 30 calendar days. ( until 07/22/2020 )**



*Jaron P. Rosien, 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**

July 1, 2020

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

From: Brent Hinson  
City Administrator

Re: NLW Residential Subdivision Lot Sales

Things are shaping up for us to begin selling lots soon on the NLW Subdivision Plat 1. I believe we can be ready to sell lots as early as July 22, with completion of the last few items needed and your concurrence.

For this meeting, you are asked to: 1) Review the lot pricing (same as what you reviewed at the workshop on June 2); Review the suggested protective covenants; and 3) Review the format for the offer to purchase and the certificate of completion. If all of this looks acceptable, you are asked to consider setting a public hearing on the intent to dispose of lots for the July 21 meeting.

We are planning a P&Z Commission meeting on July 14, so expect to have the final plat for the subdivision to be ready for consideration at the July 21 Council meeting. You would also hold the public hearing on lot sales and then consider the blanket lot sales resolution. You would still consider an individual resolution for each future lot sale, but by doing it this way, you will not need to hold a public hearing each time.

I have Jack Pope of Garden & Associates working on a "Marketing Plat" that shows lot sales prices. We will plan to put up a plat sign at the site showing the lots for sale, like we have at the Business Park. I plan to be the one at City Hall handling offers to purchase on lots, and will process these on a first come, first serve basis. I do not intend to negotiate on any of the lot prices- the prices are what the Council sets. The only exception to this would be the \$1,000 discount we agreed to if the house is being constructed to qualify for Workforce Housing Tax Credits.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING INTENT TO SELL RESIDENTIAL  
BUILDING LOTS IN NLW SUBDIVISION PLAT 1  
AND SETTING A PUBLIC HEARING ON THE PROPOSITION**

WHEREAS, the City of Washington, Iowa has heretofore established intent to develop the NLW Subdivision Plat 1 and that said production and sale of residential lots is in the best interests of the City; and

WHEREAS, the City Council wishes to make platted lots available for sale, but must first publish notice under Iowa law and hold a public hearing; and

WHEREAS, the City Council wishes to provide for publication of said notice.

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

Section 1. The City Council establishes intent to sell lots in the NLW Subdivision Plat 1, under the provisions that have been discussed by the Council in public meeting and will later be formally adopted.

Section 2. The 21<sup>st</sup> day of July, 2020 at 6:00 PM at the Fire Station Training Room, 215 East Washington Street is hereby fixed as the time and place of hearing.

Section 3. The City Clerk is hereby authorized and directed to give notice of the aforementioned hearing by publication of such notice in a newspaper of general circulation in the City, which publication shall be made not less than 4 nor 20 days prior to the time of said hearing, all in conformity with the Code of Iowa. The said notice shall be in the form substantially as attached to this Resolution.

Section 4. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all Resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 7<sup>th</sup> day of July, 2020.

---

Jaron P. Rosien, Mayor

ATTEST:

---

Illa Earnest, City Clerk

## **NOTICE OF PROPOSED SALE**

**TO WHOM IT MAY CONCERN:**

You are hereby notified that by enactment of City Council Resolution Number 2020-\_\_\_\_ on the 7<sup>th</sup> day of July, 2020, it has been proposed that the right, title and interest of the City of Washington, Iowa, in certain real estate described as follows, to-wit:

Lots 1 through 9, NLW Subdivision Plat 1, Washington, Washington County, Iowa

Be conveyed by Warranty Deed in consideration of payment of lot prices ranging from \$22,000 to \$30,000 and the granting of an easement for utility purposes.

You are further notified that a hearing on said proposed conveyance will be held on the 21<sup>st</sup> day of July, 2020 in the Fire Station Training Room, 215 East Washington Street, at 6:00 PM.

Any and all persons desiring to be heard for or against this proposed conveyance may then appear and be heard.

Illa Earnest  
City Clerk

City of Washington  
 NLW Subdivision  
 Lot Pricing- Proposed 5/29/2020

Plat 1- Proposed

Lot	Type	Size	Price	Price/Sq Ft
1	Duplex	13,054	\$ 30,000.00	\$ 2.30
2	Duplex	10,830	\$ 27,000.00	\$ 2.49
3	SF	9,006	\$ 22,000.00	\$ 2.44
4	SF	9,006	\$ 22,000.00	\$ 2.44
5	SF	9,006	\$ 22,000.00	\$ 2.44
6	SF	9,006	\$ 22,000.00	\$ 2.44
7	SF	9,006	\$ 22,000.00	\$ 2.44
8	SF	9,006	\$ 22,000.00	\$ 2.44
9	SF	10,146	\$ 25,000.00	\$ 2.46
11 Units			\$ 214,000.00	



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:

Lots 1-9, NLW Subdivision Plat 1, Washington, Iowa;

("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.

1. The use of the Property shall be limited to the Permitted Principal Uses in the R-1 One-Family Residence District, R-2 One and Two-Family Residence District, and R-3 One to Six-Family Residence Districts, except as follows:
  - a. Lots 1-2 are solely for duplexes and are to be no more than two stories high.
  - b. Lots 3-9 are solely for single-family houses and are to be no more than two stories high.
  - c. One outbuilding per lot is allowed not to exceed 240 square feet.
2. Each lot shall be used for a main structure. No residential lot as platted shall be subdivided nor shall any lots be combined.
3. Minimum ground floor square footage of livable space of a dwelling exclusive of porches and garages shall be as follows:
  - a. Single family homes - 1,000 square feet
  - b. Duplexes - 900 square feet per unit
  - c. All other (split foyer or level, story and a half and other multilevel dwellings) 800 square feet
4. All homes must be constructed with a poured Portland Cement Concrete foundation, and must meet all applicable provisions of the Washington Code of Ordinances.

5. No semi-truck (cab unit) or truck trailer shall be parked or stored in the subdivision, either temporarily or permanently.
6. Fences shall be allowed as per the Washington Zoning Ordinance.
7. Owner must plant a minimum of 2 approved trees in the parking area after the home is constructed.
8. There shall be a minimum roof pitch of 4/12.
9. All homes shall put in a public sidewalk at a width of 5' running along the front lot line at the time of home construction. Sidewalk shall be of Portland Cement Concrete construction at a minimum depth of 6" in driveway areas and a minimum depth of 4" in non-driveway areas.
10. No garbage, ashes, or refuse shall be allowed on the premises exposed to view and no outside incinerators shall be permitted and no burning of rubbish outside of the residence shall be permitted on said premises except that yard waste burning shall be permitted as allowed by City Ordinance.
11. The lots shall be at all times maintained in neat condition and appearance commensurate with the character of the subdivision and no poultry or animals of any type, except dogs or cats for domestic purposes and not for sale shall be kept on the premises.
12. Television antennas may be installed on the homes, but not on any type of free-standing tower or pole.
- 13. Any lot sold is with the understanding that a home will be ready for final occupancy inspection by the City within 18 months of the date of recording of the deed for the conveyance of the lot. If the owner of any lot in this subdivision does not comply with this provision, the City of Washington may repurchase said property by providing sixty (60) days' written notice to the owner at the address listed in the records of the Washington County Auditor of its intention to repurchase. Said repurchase price shall be the same price for which the lot was sold to the owner, except that the City may subtract an administrative fee not to exceed ten percent (10%) of the original purchase price.**
14. All residences shall have a minimum double attached garage and Portland Cement Concrete paved driveway of at least 20 feet wide. Paving shall be continuous from the garage to the street.
15. No vehicles of any type shall be parked off the paved driveway.

16. No portion of the property shall be occupied by a tax-exempt use unless the owner/tenant has entered into an agreement for payment in lieu of taxes.
17. In the event the parties hereto, or the owners of any lot or tract, or their heirs, successors, or assigns, shall violate or attempt to violate, any of the covenants and restrictions herein contained before twenty (20) years from the date this plat is recorded or during any successive ten (10) years extension, it shall be lawful for any other person or persons, owning any lot or tract of land in said subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent them from so doing or recover damages for such violation.
18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, but they shall remain in full force and effect.
19. By written consent of the record owners of not less than seventy-five percent (75) of the several lots when recorded in the office of the County Recorder of Washington County, Iowa, any one or more of the covenants, restrictions, or reservations above set forth may be partly or wholly waived and released.

Dated this \_\_\_\_ day of July, 2020.

CITY OF WASHINGTON:

---

Jaron P. Rosien, Mayor

ATTEST:

---

Illa Earnest, City Clerk

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



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

---

---

### **OFFER TO PURCHASE REAL ESTATE**

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between the City of Washington, Washington County, Iowa hereinafter known and referred to as Seller and \_\_\_\_\_ of the County of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter known and referred to as Buyer, WITNESSETH AS FOLLOWS:

The Seller hereby agrees to sell to the Buyer on the performance of the agreement of the Buyer as hereinafter set forth, the following described real estate situated in Washington County, Iowa, to-Wit:

Lot \_\_\_\_, NLW Subdivision Plat 1, Washington, Iowa

This agreement is subject to the protective covenants and the stipulations as described in such covenants and as set out herein.

The Buyer, in consideration of the premises, hereby agrees to and with the Seller to purchase the real estate above described with all improvements thereon for the sum of \$\_\_\_\_\_ dollars payable at the time of closing. **The Deed shall include right of reverter to the City in the case in which a new house is not ready for final occupancy inspection by the City within 18 months of the closing. In the case that the City exercises this right under the terms of the Protective Covenants, the City is entitled to subtract an administrative fee not to exceed ten percent (10%) of the original purchase price.** The City shall not unreasonably withhold an occupancy permit.

The Seller agrees to furnish an abstract of title to said premises showing good merchantable title.

The Seller agrees to pay all taxes up to the date of this agreement on a prorated basis.

It is agreed that the Buyer is purchasing said premises upon his/her own inspection and not by reason of any warranty or representation of the Seller.

It is mutually agreed by and between the parties hereto that the covenants herein contained shall be obligatory upon the respective parties to this agreement. This offer cannot be assigned and the property cannot be conveyed after sale until a home has been constructed unless the Seller consents to said assignment in writing.

*"One of the 100 Best Small Towns in America"*

If such sums of money are paid as herein set forth promptly at the times agreed upon, and the covenants as stated are followed, the Seller will on receiving said sums of money, execute or cause to be executed and deliver at its own cost and expense, a good and sufficient Warranty Deed in due form of law conveying said property to the Buyer.

Closing date shall be on or before \_\_\_\_\_.

It shall be mutually agreed that the office of the City Administrator, City Hall, Washington, Iowa shall be the place of settlement, where all payments and tender of payments shall be made. Sale is subject to City Council approval, which shall be made within 45 days of the date of this agreement.

If more than one joins in the execution of this contract as Seller or Buyer or any be of the feminine sex, the pronouns and relative words herein used shall be read and construed as if written in the plural or the feminine, respectively.

WITNESS our hands the day and year first above written.

**City of Washington, Iowa**

**Buyer(s)**

By: \_\_\_\_\_  
City Administrator

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

This record was acknowledged before me on \_\_\_\_\_, by

as \_\_\_\_\_  
of \_\_\_\_\_

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

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Hinson, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of Washington, Iowa; a municipal corporation; and that the instrument was signed on behalf of the corporation, by it voluntarily executed.

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



Development Services  
215 E. Washington St.  
Washington, IA 52353  
319.653.6584 Ext. 124

# Memo

To: City Council  
From: Jeff Duwa, Andy Dahl  
Date: 7/6/2020  
Re: Tree Bid #1

---

After collecting a list of dangerous trees and coordination with Andy Dahl to inspect, we have concluded on June 22, 2020, the need to remove 5 hazardous trees and 5 stumps within the city right of way. We will have 1 tree at 916 Prospect Place that was identified after the bid request was sent out. This tree will be requested in addition for a separate price.

We recommend that the City Council accept the bid from Midwest Tree Service, Inc. for \$4250.00 for this group of trees.

Find attached a spread sheet of all the bids for this round of tree removal. If you have any questions or concerns, give me a call or email and I will try and answer your questions.

This should be the first bid that goes out for fiscal year 21 and we will continue to address hazardous trees as they come our way. I would like to thank all the Andy for taking time to inspect and give feedback into this project.

Jeff Duwa  
Building and Zoning Official

TREE BID #1			
Iowa River Tree Service		\$7,094.10	
Sigourney Treecare LLC.		\$5,980.00	
Trent Greiner Logging LLC.		\$4,900.00	
Midwest Tree Service, Inc.		\$4,250.00	

## Illa Earnest

---

**From:** Nick Pacha <npacha@washingtونيowa.gov> on behalf of Nick Pacha  
**Sent:** Thursday, July 2, 2020 1:33 PM  
**To:** Illa Earnest  
**Cc:** Brent Hinson  
**Subject:** Wellness Park owner supplied items 7/7/20

Brent & Illa, submitted are two quotes from two different sports companies which provide ballfield items. It would be good to get these ordered so MBA sports fields can install them per the overall contract. Items are very similar and in fact the same in some cases. I think the Beacon Athletics batting cages would be more heavy duty and last longer. Also they have winches and cables to make it easier to take up and down which would lead to the netting lasting longer if we store it inside over the winter. My suggestion is to go with Beacon Athletics. Please let me know if you have any questions.

Thanks,  
Nick



**Nick Pacha**

Parks Superintendent  
City of Washington (Pop. 7,266)  
215 East Washington St.  
Washington, IA 52353  
(p) 319-653-5220





PO Box 680176  
Dallas, Tx 75266-0176  
Phone: 800-527-7510 Fax: 800-899-0149  
Visit us at [www.bsnsports.com](http://www.bsnsports.com)

## Quote

Quote #: 21214029  
Purchase Order #: Nick- Baseball complex  
Cart Name:  
Quote Date: 07/01/2020  
Quote Valid-to: 09/30/2020  
Payment Terms: NT30  
Ship Via:  
Ordered By: Nick Pacha

Contact Your Rep  
Dylan Quinn Email: [dquinn@bsnsports.com](mailto:dquinn@bsnsports.com) | Phone:

Sold to  
1900217  
WASHINGTON PARKS & REC DEPT  
PO Box 516  
WASHINGTON IA 52353-0516  
USA

Ship To  
1900217  
WASHINGTON PARKS & REC DEPT  
PO Box 516  
WASHINGTON IA 52353-0516  
USA

Payer  
1900217  
WASHINGTON PARKS & REC DEPT  
PO Box 516  
WASHINGTON IA 52353-0516  
USA

Item Description	Qty	Unit Price	Total
<b>JOX BOX BATTER BOX /SET 2</b> Item # - 1235814	4 PR	\$ 1,300.00	\$ 5,200.00
<b>Varsity 12ft. Foul Pole</b> Item # - BSFOUL12	4 PR	\$ 750.00	\$ 3,000.00
<b>HOLLYWOOD IMPACT QUICK REL. SET W/DOUBLE</b> Item # - K72710	4 EA	\$ 561.00	\$ 2,244.00
<b>SCHUTT HLYWD IMP. QK REL VARSITY</b> Item # - K72470	4 EA	\$ 181.00	\$ 724.00
<b>MAC MAJOR LEAGUE HOME PLATE</b> Item # - BBHPHWODBM	4 EA	\$ 79.00	\$ 316.00
<b>PRO TUNNEL PERM FRAME 4 SECTION</b> Item # - 1375092	2 EA	\$ 2,600.00	\$ 5,200.00
<b>PRO TUNNEL 70X12X12</b> Item # - 1149357	2 EA	\$ 879.00	\$ 1,758.00
<b>DIAMONDTURF HOME PLATE MAT GRN 6X12</b> Item # - 1235906	2 EA	\$ 428.00	\$ 856.00

Subtotal:	\$19,298.00
Other:	\$0.00
Freight:	\$220.00
Sales Tax:	\$0.00
Order Total:	\$19,518.00
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$19,518.00</b>

## Quote

Beacon Athletics  
8233 Forsythia Street, #120  
Middleton, WI 53562

(800) 747-5985

## Sold To:

CITY OF WASHINGTON  
215 E. WASHINGTON ST.  
WASHINGTON, IA 52353



visit our website at [beaconathletics.com](http://beaconathletics.com)

Order Number: 0321463

Order Date: 6/17/2020

Salesperson: CMS

Customer Number: 0006938

Project Mgr:

## Ship To:

CITY OF WASHINGTON  
NICK PACHA  
215 E. WASHINGTON ST.  
WASHINGTON, IA 52353

## Project name:

Customer P.O.	Ship VIA	F.O.B.	Terms
	COMMERCIAL FRT		NET 30

## Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
301-675-369	EACH	4.0	0.0	0.0	469.0000	1,876.00
KWIK RELEASE DBL 1ST SET/YTH (12906070), HOLLYWOOD IMPACT KWIK RELEASE SET (1) DOUBLE 1ST BASE (2) SINGLE YOUTH BASES						
250-400-089	EACH	4.0	0.0	0.0	1,199.0000	4,796.00
JOX BOX DELUXE BATTERS BOX MAT - 8' X 10' OVERALL SIZE - INCLUDES CUTOUT FOR HOME PLATE						
301-675-829	EACH	4.0	0.0	0.0	99.0000	396.00
SCHUTT PRO HOME PLATE (12807200 - SHP-PS) - INCLUDES GROUND ANCHOR						
130-765-139	EACH	4.0	0.0	0.0	899.0000	3,596.00
FOUL POLES - STANDARD, 12' HIGH (MFR #BSFOUL12) - SOLD PER PAIR WITH ASSEMBLY REQUIRED - 3-1/2" OD 13 GAUGE STEEL UPRIGHTS - 18" WIDE X 6' TALL EXPANDED METAL WING PANEL - OPTIC YELLOW POWDER-COAT FINISH - PERMANENT IN-GROUND MOUNT (GROUND SLEEVES NOT INCLUDED)						
GROUND SLEEVES CAN BE PURCHASED SEPARATELY (ITEM #130-765-109)						

SHIPS COMMERCIAL FREIGHT - DELIVERY CONTACT IS REQUIRED.

CONTACT NAME:

PHONE:

105-100-910	EACH	1.0	0.0	0.0	7,995.0000	7,995.00
-------------	------	-----	-----	-----	------------	----------

TUFF-FRAME ELITE 70' DOUBLE-WIDE OUTDOOR BATTING CAGE WITH UPRIGHTS  
COMPLETE PACKAGE - INCLUDES (10) 4" OD X 16' LONG POSTS, NETS, WINCHES, GROUND CABLE KITS, AND ALL TENSIONING/ANCHORING  
AND ATTACHMENT HARDWARE

/DISC-C	800.00-
COURTESY DISCOUNT	

*Dylan B. N.*

*Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.*

Net Order:	17,859.00
Discount	0.00
Freight:	1,712.00
Sales Tax:	0.00
<b>Order Total (USD):</b>	<b>19,571.00</b>

***Our promise to our customers...***

- Prompt response to your inquiries from knowledgeable and courteous staff*
  - Quality products that meet your demanding requirements*
  - Commitment to continuous improvement to achieve an exceptional customer experience*
- Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.*

*Joe Palzkill, VP Operations*



## BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

- 1. PRICES; PAYMENT.** The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.
- 2. CUSTOM ORDERS.** Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.
- 3. CHANGES AND CANCELLATIONS.** Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.
- 4. DELIVERY.** Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.
- 5. INSPECTION FOR DAMAGES AND ACCEPTANCE.** Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.
- 6. WARRANTIES.** Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.
- 7. REMEDIES.** In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.
- 8. LIMITATION OF LIABILITY.** Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



**9. INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.

**10. COPYRIGHTS AND LICENSES.** Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.

**11. FORCE MAJEURE.** Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.

**12. GOVERNING LAW.** The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.

**13. ACCEPTANCE.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

**14. MISCELLANEOUS.** The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: \_\_\_\_\_

**Seller:**

BEACON ATHLETICS, LLC

**Buyer:**

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

Name: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_

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

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

*Jaron P. Rosien, 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**

July 1, 2020

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

From: Brent Hinson  
City Administrator

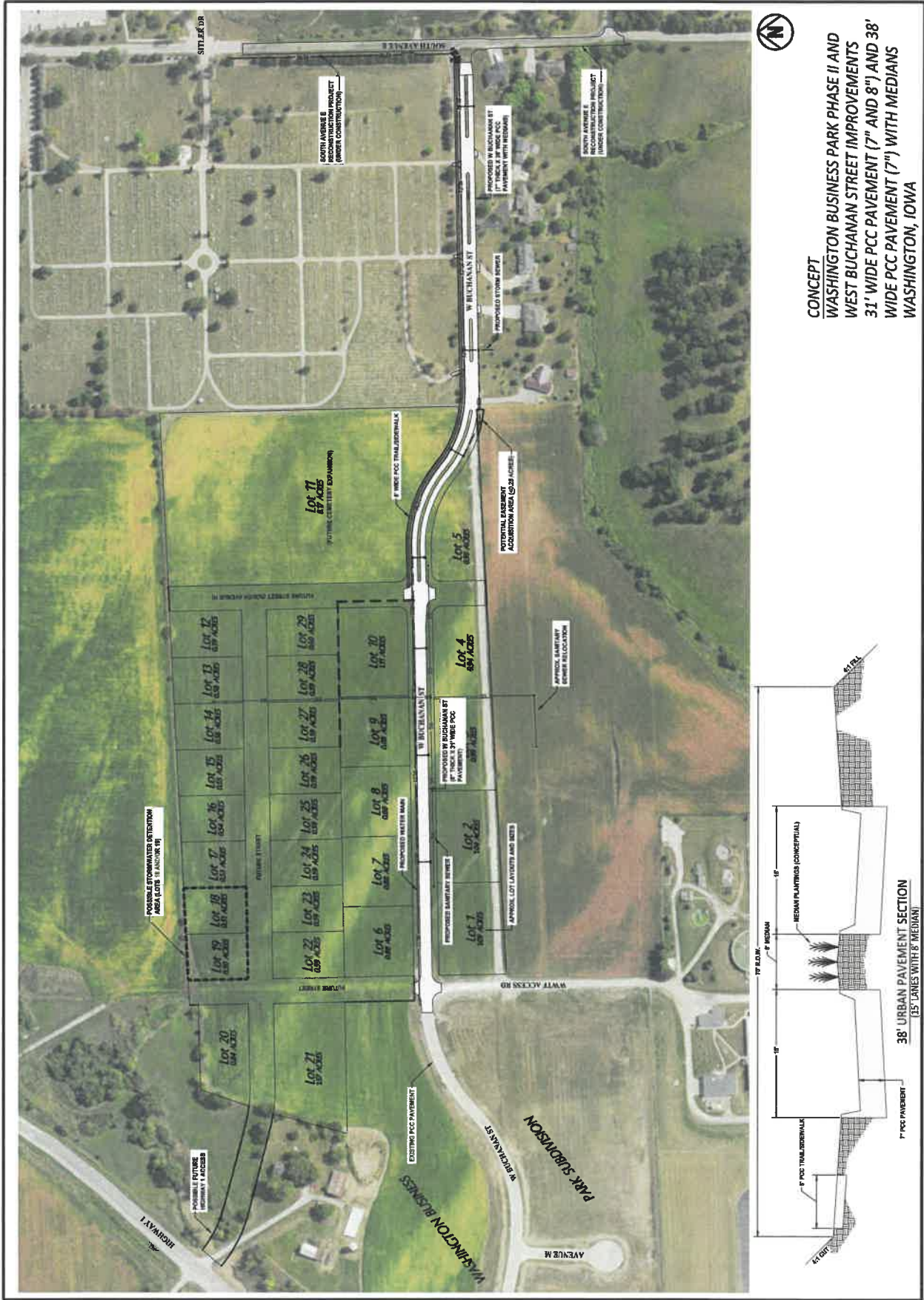
Re: Engineering Services for 2021 West Buchanan Project

In May 2019, we hired engineer Jack Pope of Garden & Associates to update our concepts for West Buchanan/Business Park Phase II. We are now ready to proceed to the design phase of the project. The estimated cost of the improvements at this time is \$2,715,800, which includes full services to the new industrial lots that will be added as a result of the project (we will probably have some Alliant electric extension cost but hopefully not much gas cost since that was all upgraded with the first phase). We have over \$2 million in federal aid banked for the project, have set aside quarterly Riverboat Foundation funds, and also plan to apply to the DOT for a RISE grant for a portion of the project cost. Finally, we have undesignated funds available in the Industrial Development Fund 308 from lot sales in the existing Business Park.

The estimate includes a boulevard section along the south side of Elm Grove, to provide for beautification and to calm traffic speeds along the existing residential portion of the street. This also matches the future north-south boulevard up to Madison by the Aquatic Center that was envisioned in the 2012 Comprehensive Plan. We also included an 8' wide sidewalk on the north side of the current cemetery and future expansion, to eventually allow for a looped trail around the cemetery and possibly future connectivity to the Bell land and on to Sunset Park.

If this agreement is approved, Garden will seek to complete their design by the end of the calendar year. This will allow it to be in the queue for a DOT letting in the spring, which is required for federal aid projects. We would construct the project in the 2<sup>nd</sup> half of 2021.





## 7/1/2020

Item No.	Item Specification No.	Item	Unit	Estimated Quantity	Unit Price	Extended Price
1	2010-108-C-0	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00
2	2010-108-E-0	Excavation, Class 10	CY	15,000	\$13.00	\$195,000.00
3	2010-108-G-0	Subgrade Preparation	SY	12,500	\$2.50	\$31,250.00
4	2010-108-I-0	Subbase, Modified	SY	12,500	\$10.00	\$125,000.00
5	2010-108-L-0	Compaction Testing	LS	1	\$5,000.00	\$5,000.00
6	3010-108-F-0	Trench Compaction Testing	LS	1	\$5,000.00	\$5,000.00
7	4010-108-A-1	Sanitary Sewer Gravity Main	LF	2,000	\$60.00	\$120,000.00
8	4010-108-E-0	Sanitary Sewer Service Stub	LF	400	\$40.00	\$16,000.00
9	4020-108-A-1	Storm Sewer, Trenched	LF	2,000	\$80.00	\$160,000.00
10	4030-108-B-0	Pipe Apron	EA	3	\$1,500.00	\$4,500.00
11	4040-108-A-0	Subdrain, Longitudinal, 4"	LF	6,000	\$8.00	\$48,000.00
12	4040-108-D-0	Subdrain Outlets and Connections	EA	28	\$300.00	\$8,400.00
13	5010-108-A-1	Water Main, Trenched, 12"	LF	2,800	\$50.00	\$140,000.00
14	5010-108-D-0	Water Service Stub	EA	16	\$2,500.00	\$40,000.00
15	5020-108-A-0	Valve, Gate, 12"	EA	8	\$2,500.00	\$20,000.00
16	5020-108-C-0	Fire Hydrant Assembly	EA	10	\$4,500.00	\$45,000.00
17	6010-108-A-0	Manhole, SW-301, 48" Dia.	EA	8	\$6,500.00	\$52,000.00
18	6010-108-A-0	Manhole, SW-401, 48" Dia.	EA	3	\$5,000.00	\$15,000.00
19	6010-108-B-0	Intake	EA	14	\$5,000.00	\$70,000.00
20	7010-108-A-0	Pavement, PCC, 7" Thick (Ave H to Ave E)	SY	5,200	\$55.00	\$286,000.00
21	7010-108-A-0	Pavement, PCC, 8" Thick (WWTF to Ave H)	SY	5,400	\$60.00	\$324,000.00
22	7010-108-I-0	PCC Pavement Samples and Testing	LS	1	\$7,500.00	\$7,500.00
23	7030-108-A-0	Removal of Driveway	SY	275	\$10.00	\$2,750.00
24	7030-108-E-0	Sidewalk, PCC, 5" Thick	SY	1,400	\$50.00	\$70,000.00
25	7030-108-G-0	Detectable Warnings	SF	25	\$50.00	\$1,250.00
26	7030-108-H-1	Driveway, Paved, PCC, 6" Thick	SY	225	\$50.00	\$11,250.00
27	7030-108-H-2	Driveway, Granular (Residential Temp Access Road)	TON	600	\$45.00	\$27,000.00
28	7040-108-H-0	Pavement Removal	SY	600	\$10.00	\$6,000.00
29	8020-108-B-0	Painted Pavement Markings	STA	30	\$150.00	\$4,500.00
30	8010-108-A-0	Temporary Traffic Control	LS	1	\$75,000.00	\$7,500.00
31	9010-108-B-0	Seeding, Fertilizing, and Mulching	AC	4	\$3,000.00	\$12,000.00
32	9040-108-A-1	SWPPP Preparation	LS	1	\$2,500.00	\$2,500.00
33	9040-108-A-2	SWPPP Management	LS	1	\$4,000.00	\$4,000.00
34	9040-108-J-0	Rip Rap, Class D	TON	100	\$40.00	\$4,000.00
35	9040-108-N-1	Silt Fence or Silt Fence Ditch Check	LF	5,000	\$5.00	\$25,000.00
36	9040-108-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	5,000	\$4.00	\$20,000.00
37	9040-108-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	5,000	\$3.00	\$15,000.00
38	11020-108-A	Mobilization	LS	1	\$200,000.00	\$200,000.00
SUBTOTAL						\$2,155,400.00
Contingency 10%						\$215,500.00
Engineering 16%						\$344,900.00
TOTAL						\$2,715,800.00



## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this 6th day of July, 2020, by and between the City of Washington, Iowa, a Municipal Corporation, 215 E. Washington Street, Washington, Iowa 52353, hereinafter referred to as the "CITY," and Garden & Associates, Ltd., 1701 3<sup>rd</sup> Street, Suite 1, Oskaloosa, Iowa 52577, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Washington did heretofore deem it necessary and desirable to construct improvements related to Buchanan Street Paving Project, including grading, paving, multi-purpose trail, water main, storm sewer and sanitary sewer (the "Project"); and

WHEREAS, the CITY did heretofore determine that it is necessary and proper to acquire professional engineering services to assist the CITY in the design of the Project; and

WHEREAS, the CONSULTANT is capable of supplying the desired professional services for a fee of not-to-exceed \$235,000.00; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed \$235,000.00 under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

### I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner the consistent with standard, professional practice the engineering services in connection with the Project as set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

### II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder, excluding the construction administration as shown on Exhibit "A" no later than **November 30, 2020**.

2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000 aggregate coverage.

3. General Liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Washington as an Additional Insured under the policy.

4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00)

CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The CONSULTANT shall furnish Certificates of Insurance to the CITY made in favor of the CITY prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

#### IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for services rendered under this Agreement for a total fee of \$235,000.00. Said total fee shall be paid by the CITY to the CONSULTANT upon the completion of each of the Items below:

1.	Preliminary & Final Design Bidding Phase	\$195,000
2.	Construction Staking & Project Admin	\$36,500
3.	Additional Services (Easements, Legals, Acquisition Plats)	\$3,500

Provided, however in express acknowledgement that this Agreement is a COMPLETION DATE CONTRACT without which the CITY would not have engaged the CONSULTANT.

XV. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the CONSULTANT to the CITY in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

CONSULTANT:  
**Garden & Associates, LTD.**

CITY OF WASHINGTON, IOWA:

  
\_\_\_\_\_  
Jack Pope, Vice-President

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

1. Preliminary Design.
2. Presentation to City for Approval.
3. Final Design of Improvements for reconstruction of Buchanan Street including grading, paving, storm sewer, water main and sanitary sewer from the current east end of industrial park to South Avenue E.
4. Preparation of IDNR permits for water main, and storm sewer discharge.
5. Preparation of Easements if Required.
6. Preparation of Final Plans and Specifications
7. Preparation of Bidding document, and conduct bid letting.
8. Construction phase services including staking, and review of shop drawings and processing of pay applications and change orders.

*Jaron P. Rosien, 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**

July 1, 2020

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

From: Brent Hinson  
City Administrator

Re: City Hall/Police Project, Furnishings Change Order #2

This change order is needed primarily to add computer tower cradles to the stand-up desks, which makes up \$854.04 of the change cost. This is needed because otherwise the cords do not reach when the stand-up function is used. We are also re-keying a number of the file cabinets so everything is uniform. The total change order cost is \$977.79.

# **AIA® Document G701™ – 2017**

## **Change Order**

<b>PROJECT:</b> <i>(Name and address)</i> Washington City Hall & Police Station Furniture Package 215 E. Washington Street Washington, IA 52353	<b>CONTRACT INFORMATION:</b> Contract For: Furniture  Date: February 26, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 002  Date: June 23, 2020
<b>OWNER:</b> <i>(Name and address)</i> City of Washington, Iowa 215 East Washington Street Washington, Iowa 52353	<b>ARCHITECT:</b> <i>(Name and address)</i> Farnsworth Group, Inc. 14225 University Avenue, Suite 110 Waukee, Iowa 50263	<b>CONTRACTOR:</b> <i>(Name and address)</i> Storey Kenworthy 1333 Ohio Street Des Moines, Iowa 50314

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

See attached Change Order No. 2 - Summary, dated 06/23/20.

**TOTAL ADD: \$977.79**

The original Contract Sum was	\$ 91,155.01
The net change by previously authorized Change Orders	\$ 1,384.38
The Contract Sum prior to this Change Order was	\$ 92,539.39
The Contract Sum will be increased by this Change Order in the amount of	\$ 977.79
The new Contract Sum including this Change Order will be	\$ 93,517.18
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be unchanged.	

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Farnsworth Group, Inc.	Storey Kenworthy	City of Washington, Iowa
<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
		
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
Kristofer J. Orth, AIA	David Bertlshofer	Jaron Rosien
<b>Architecture Principal</b>	<b>Account Manager</b>	<b>Mayor</b>
<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>
06/23/2020	6/25/2020	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

# **CHANGE ORDER NO. 2 - SUMMARY**

Washington City Hall & Police Station

Furniture Package

Washington, Iowa

Date: 06/23/20

Original Contract Sum: \$91,155.01

Net Change by previously authorized Change Orders \$1,384.38

The Contract Sum prior to this Change Order \$92,539.39

	Units	Unit Cost	Total Cost
<b>PHASE 1:</b>			
1) Files: ADD Lock Core Replacement Kit, Key 163E	2.00	\$10.87	\$21.74
2) Files: ADD Lock Core Replacement Kit, Key 180E	3.00	\$10.87	\$32.61
3) ADD CPU Holders at (6) B2 Desks	6.00	\$77.64	\$465.84
4) Freight Charges	1.00	\$11.88	\$11.88
SUBTOTAL:			<u>\$532.07</u>

<b>PHASE 2:</b>			
1) B1: Omit Core to Order Key Alike	1.00	-\$5.18	(\$5.18)
2) B1: Omit Core to Order Key Alike	1.00	-\$5.18	(\$5.18)
3) B1: ADD Lock Core Replacement Kit, Key 200E	2.00	\$10.87	\$21.74
23) B2: Omit Core to Order Key Alike	3.00	-\$5.18	(\$15.54)
25) B2: ADD Lock Core Replacement Kit, Key 210E	1.00	\$10.87	\$10.87
26) B2: ADD Lock Core Replacement Kit, Key 220E	1.00	\$10.87	\$10.87
27) B2: ADD Lock Core Replacement Kit, Key 225E	1.00	\$10.87	\$10.87
31) B3: Omit Core to Order Key Alike	1.00	-\$5.18	(\$5.18)
33) B3: ADD Lock Core Replacement Kit, Key 205E	1.00	\$10.87	\$10.87
43) ADD CPU Holders at (1) B1 Desk and (4) B2 Desks	5.00	\$77.64	\$388.20
51) F2: Omit Core to Order Key Alike	3.00	-\$7.53	(\$22.59)
53) F2: ADD Lock Core Replacement Kit, Key 205E	1.00	\$10.87	\$10.87
54) F2: ADD Lock Core Replacement Kit, Key 210E	1.00	\$10.87	\$10.87
55) F2: ADD Lock Core Replacement Kit, Key 225E	1.00	\$10.87	\$10.87
56) F3: Omit Core to Order Key Alike	4.00	-\$7.53	(\$30.12)
58) F3: ADD Lock Core Replacement Kit, Key 220E	4.00	\$10.87	\$43.48
SUBTOTAL:			<u>\$445.72</u>

The Contract Sum will be increased by this Change Order in the amount of \$977.79

The new Contract Sum including this Change Order will be \$93,517.18

*Jaron P. Rosien, 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**

June 30, 2020

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

From: Brent Hinson  
City Administrator

Re: Bell Property Annexation

As previously approved, we closed on the land transaction for Parcel F on June 10. It is now time to begin the process of annexing in our new property as well as the option ground in our agreement (Parcel G). The Bell family have signed a voluntary annexation petition as we agreed upon. Thanks to Kevin for his assistance in preparing the following schedule for the annexation process:

- July 7: Resolution directing the Mayor to execute an application for voluntary annexation on behalf of the City of Washington; Motion to set public hearing for August 4 on voluntary annexation proposal
- July 8: Send notice of annexation to Washington County BOS, Iowa Attorney General (state right-of-way), Washington County Attorney (county right-of-way) by certified mail
- July 14: Meet with Board of Supervisors after notice
- July 16: Public hearing notice published in Washington Evening Journal
- August 4: Hold public hearing; Approve annexation resolution
- By August 7: File with Secretary of State, each utility affected, Iowa Department of Transportation and Recorder's Office



RESOLUTION NO. 2020-\_\_\_\_\_

RESOLUTION DIRECTING THE MAYOR TO EXECUTE A VOLUNTARY  
ANNEXATION APPLICATION ON BEHALF OF THE CITY OF WASHINGTON.

WHEREAS, the City of Washington is the current owner of Parcel F, as shown as Instrument No. 2020-1090, on that certain Plat of Survey recorded in Book 29 at Page 0163, Plat Records of Washington County, Iowa (the "Property"), which is located in unincorporated Washington County; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to annex said property into the corporate limits of the City of Washington; and

WHEREAS, to that end, it is now necessary to execute a Voluntary Annexation Application to begin the process of annexing said Property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that the Mayor is hereby directed to execute a Voluntary Annexation Application to begin the process of annexing the Property into the corporate limits of the City of Washington.

Passed and approved this 7<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

NOTICE OF ANNEXATION

TO: WASHINGTON COUNTY BOARD OF SUPERVISORS, WASHINGTON  
COUNTY ATTORNEY, AND IOWA ATTORNEY GENERAL

RE: Annexation of the following property into the City of Washington:

Parcels F and G, as shown as Instrument No. 2020-1090, on that certain Plat  
of Survey recorded in Book 29 and Page 0163, Plat Records of Washington  
County, Iowa.

PLEASE BE ADVISED that the City Council of the City of Washington,  
Iowa, will hold a public hearing at 6:00 p.m. on August 4, 2020 at the Fire  
Department Training Room, 215 East Washington Street, on the proposal to annex  
the above-described property into the City of Washington.

The applications for annexation by the Bell Family (Mary Clarice Bell, Lisa  
Hardy, Jeffrey A. Bell, Jason W. Bell, Justin J. Bell, and Jon Bell) and the City of  
Washington, along with said Plat of Survey and an area map showing the parcels to  
be annexed into the City of Washington are enclosed with this Notice of  
Annexation.

If you have any questions, please do not hesitate to contact me at 319-653-  
6584 or [bhinson@washingtونيowa.gov](mailto:bhinson@washingtونيowa.gov).

---

Brent Hinson, City Administrator

APPLICATION FOR VOLUNTARY ANNEXATION

TO THE CITY OF WASHINGTON, IOWA:

**Mary Clarice Bell, Lisa Hardy, Jeffrey A. Bell, Jason W. Bell, Justin ("JJ") Bell and Jon Bell** (collectively the owners of the Property), do hereby apply to the City Council of the City of Washington, Iowa, to annex the following legally described property into the City of Washington, to wit:

**Parcels F and G, as shown as Instrument No. 2020-1090, on that certain Plat of Survey recorded in Book 29 at Page 0163, Plat Records of Washington, County, Iowa.**

Dated this 2<sup>nd</sup> day of April, 2020.

By: Mary Clarice Bell  
Mary Clarice Bell

SIGNATURE PAGE OF APPLICATION FOR VOLUNTARY ANNEXATION

Date: April 1, 2020.

By: Jason W. Bell  
Jason W. Bell

By: Nancy Bell  
Nancy Bell

Date: 4/2, 2020.

By: Jeffrey A. Bell  
Jeffrey A. Bell

By: Janice Bell  
Janice Bell

Date: 4-1, 2020.

By: Jon Bell  
Jon Bell

By: Mary Bell  
Mary Bell

Date: 5-8, 2020.

By: Justin ("JJ") Bell  
Justin ("JJ") Bell

Date: June 12, 2020.

By: Lisa Hardy  
Lisa Hardy, Co-Trustee of the Plunkett Hardy  
Living Trust U/A dated August 8, 2019

By: Barry E. Plunkett  
Barry E. Plunkett, Co-Trustee of the Plunkett Hardy  
Living Trust U/A dated August 8, 2019

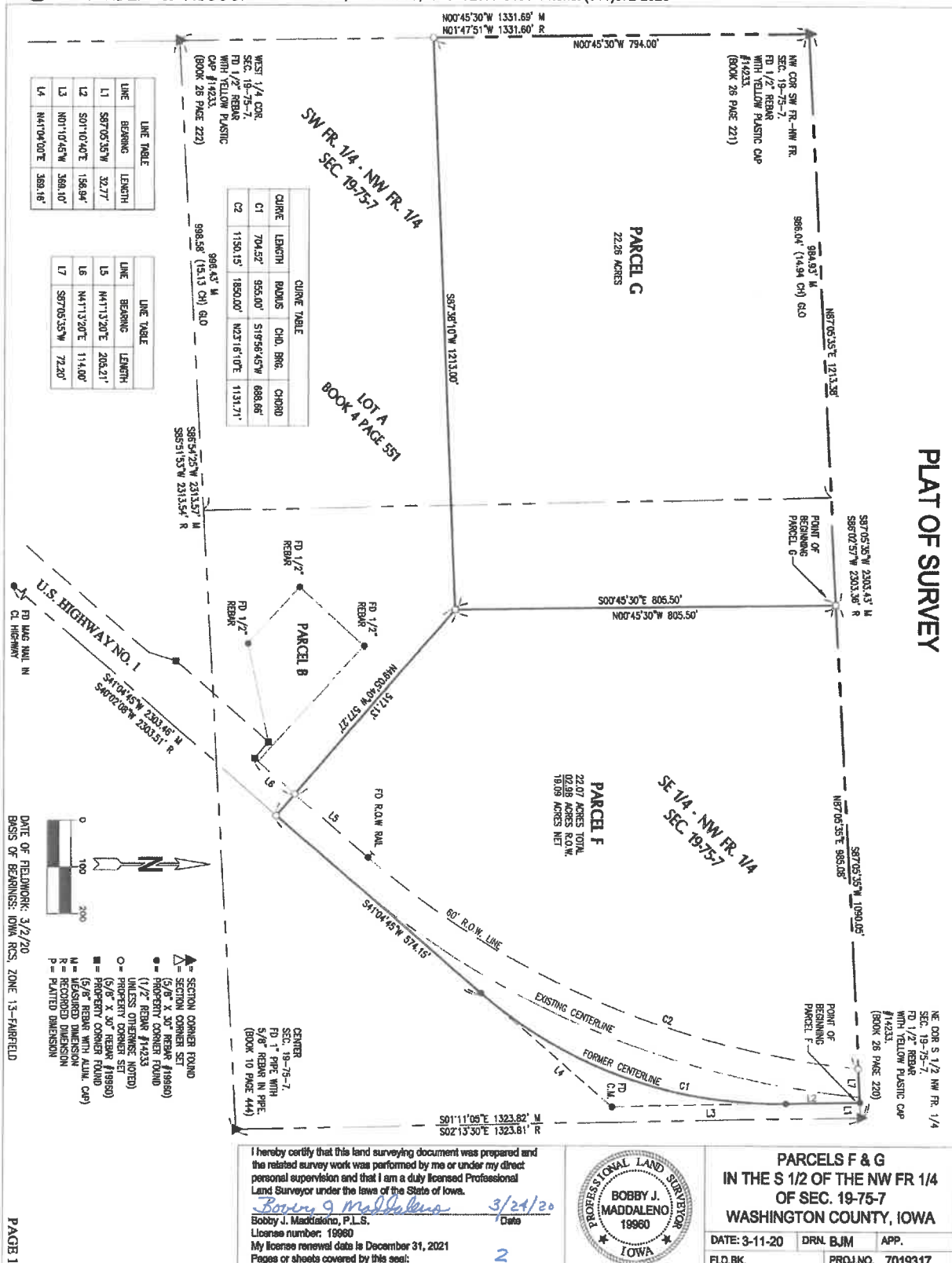


GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

# PLAT OF SURVEY





## PLAT OF SURVEY

## PARCEL F LAND DESCRIPTION:

Parcel F being part of the South One-half of the Northwest Fractional Quarter of Section 19 - Township 75 North - Range 7 West of the 5<sup>th</sup> P.M., Washington County, Iowa which lies West and North of the centerline of the Highway as same was located on March 2, 1925.

Said Parcel F is more particularly described as follows:

Commencing at the Northeast corner of said South 1/2 of the NW Fractional 1/4; thence South 87°05'35" West 32.77 feet along the North line thereof to the centerline of said Highway as same was located on March 2, 1925, said point being the Point of Beginning; thence South 01°10'40" East 156.94 feet along said centerline; thence Southwesterly 704.52 feet along said centerline along a 955.00 foot radius curve, concave Northwesterly and having a chord which bears South 19°56'45" West 688.66 feet; thence continuing along said centerline South 41°04'45" West 574.15 feet; thence North 49°05'40" West 577.27 feet; thence North 00°45'30" West 805.50 feet to the North line of said South 1/2 of the NW Fractional 1/4; thence North 87°05'35" East 1057.28 feet along said North line to the Point of Beginning. Said Parcel F contains 22.07 acres subject to 2.98 acres of right-of-way.

## PARCEL G LAND DESCRIPTION:

Parcel G being part of the South One-half of the Northwest Fractional Quarter of Section 19 - Township 75 North - Range 7 West of the 5<sup>th</sup> P.M., Washington County, Iowa which lies West and North of the centerline of the Highway as same was located on March 2, 1925.

Said Parcel G is more particularly described as follows:

Commencing at the Northeast corner of said South 1/2 of the NW Fractional 1/4; thence South 87°05'35" West 1090.05 feet along the North line thereof to the Point of Beginning; thence South 00°45'30" East 805.50 feet; thence South 87°38'10" West 1213.00 feet to the West line of said South 1/2 of the NW Fractional 1/4; thence North 00°45'30" West 794.00 feet along said West line to the NW corner of said South 1/2 of the NW Fractional 1/4; thence North 87°05'35" East 1213.38 feet along the North line of said South 1/2 of the NW Fractional 1/4 to the Point of Beginning. Said Parcel G contains 22.26 acres.

AREA TABLE PARCEL F (ACRES)

1/4-1/4	TOTAL	R.O.W.	NET
SE-NW FR.	22.07	2.98	19.09
SW FR.-NW FR.	N.A.	N.A.	N.A.

AREA TABLE PARCEL G (ACRES)

1/4-1/4	TOTAL	R.O.W.	NET
SE-NW FR.	4.15	0.00	4.15
SW FR.-NW FR.	18.11	0.00	18.11

**PARCELS F & G  
IN THE S 1/2 OF THE NW FR 1/4  
OF SEC. 19-75-7  
WASHINGTON COUNTY, IOWA**

DATE: 3-11-20	DRN. BJM	APP.
FLD.BK.	PROJ.NO.	7019317



# City of Washington Proposed Annexation July/August 2020

1024200004

SUB. OF E12 NE1/4 SEC. 24-75-8

WASHINGTON TWP.

Location Re: City Limits



*Jaron P. Rosien, 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**

June 30, 2020

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

From: Brent Hinson  
City Administrator

Re: South 15<sup>th</sup> Improvements Final Assessments

As we close out the South 15<sup>th</sup> project, it is now time for the final steps related to the property assessments. You asked to consider the final schedule of assessments. Following approval, the final schedule will be filed, property owners will be sent a final letter, and they will have 30 days to pay the assessments with no interest applied. We also have to publish the final notice in the newspaper twice.

Anything the affected property owners do not pay within 30 days will be assessed to their taxes to be paid over the next 10 years (they can pay it off at any time). The interest rate is set at 5%, because our adopted policy says we apply the interest rate on the bonds issued for the project plus 2% (the rate was 3% on the 2018A G.O. Bonds).



RESOLUTION NO. 2020-\_\_\_\_\_

RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS AND PROVIDING FOR THE PAYMENT THEREOF FOR THE 2019 SOUTH 15<sup>th</sup> IMPROVEMENTS PROJECT.

BE IT RESOLVED by the City Council of the City of Washington, Washington County, Iowa, that after full consideration, that the final schedule of assessments and accompanying plat, for the 2019 South 15<sup>th</sup> Improvements Project be and the same are hereby approved and adopted, and that there be and is hereby assessed and levied, as a special tax against and upon each lot, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of 25% of the value of same.

BE IT FURTHER RESOLVED, that said assessments of \$100.00 or more shall be payable in ten (10) equal annual installments and shall bear interest at the rate of five percent (5%) per annum from the date of the acceptance of the improvements; the first installment of each assessment, or total amount thereof, if it be less than \$100.00, with interest on the whole assessment from the date of acceptance of the work by the City Council, shall become due and payable on July 1, 2021; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1<sup>st</sup> annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer of Washington County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final plat and schedule to the County Treasurer of Washington County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in the Washington Evening Journal newspaper, a newspaper printed wholly in the English language, and of general circulation in Washington, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies (if any) for lots specially benefited by the improvements, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the city official charged with responsibility for the issuance of building permits. Said

deficiencies are conditionally assessed to the respective properties under Code Section 384.63 for the amortization period specified by law.

Passed and approved this 7<sup>th</sup> day of July, 2020.

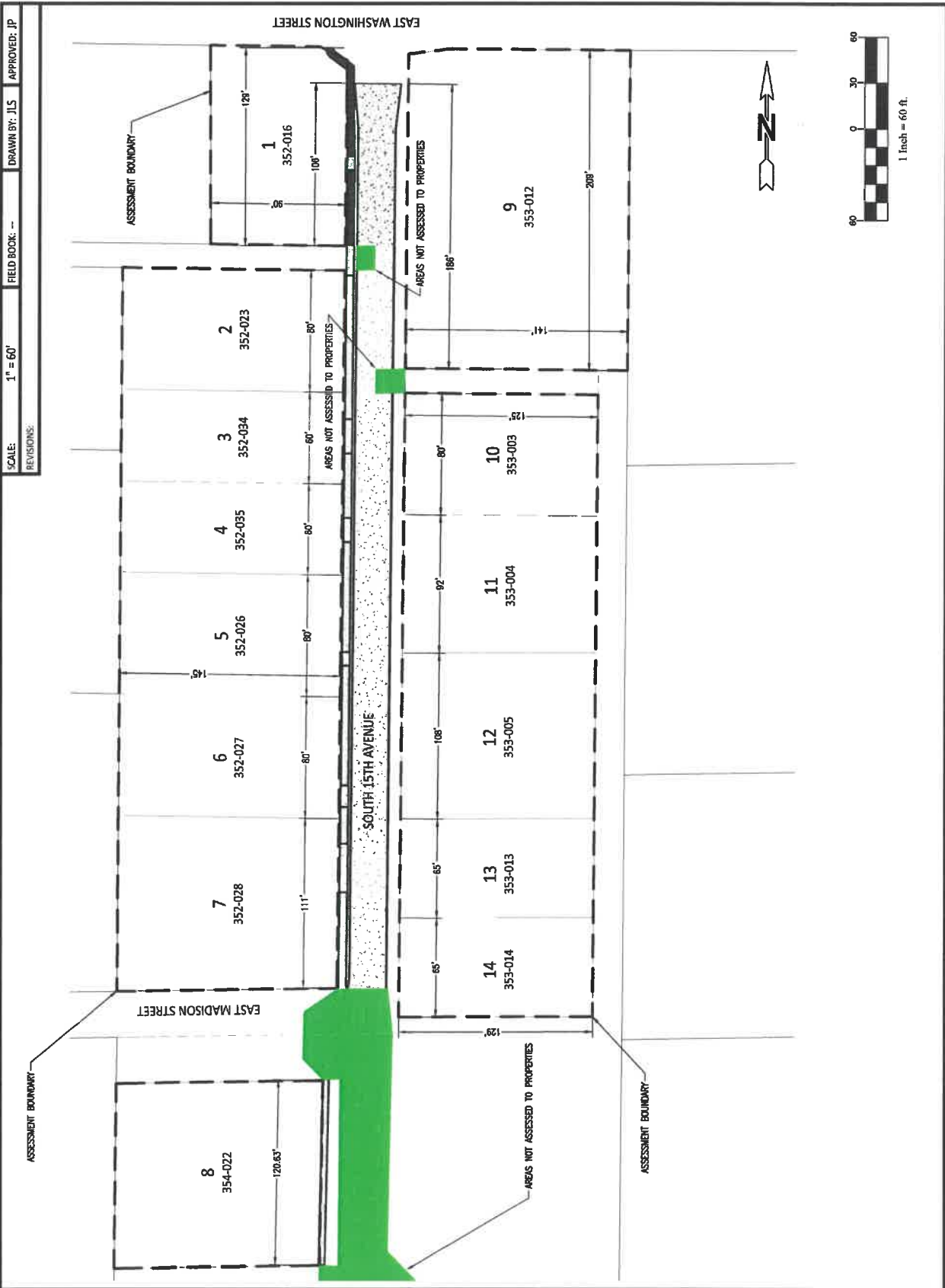
\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

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

**Final Assessment Schedule**  
**South 15th Ave, Water Main, Sanitary**  
**Sewer, Storm Sewer & Paving**  
**Washington, Iowa - 2019**

<b>TOTALS</b>	<b>\$107,565.50</b>
---------------	---------------------



SCALE: 1" = 60'

REVISIONS:

FIELD BOOK: --

DRAWN BY: JLS

APPROVED: JP

**GARDEN & ASSOCIATES, LTD.**  
**ENGINEERS & SURVEYORS**

1701 3rd Avenue East, Suite 1  
P.O. Box 451  
Oskaloosa, Iowa 52577  
641.672.2526 Phone  
641.672.2091 Fax  
800.493.2524 Iowa Toll Free  
email@gardenassociates.net

**SOUTH 15TH AVE, WATER  
MAIN, SANITARY SEWER,  
STORM SEWER & PAVING  
WASHINGTON, IOWA**

© COPYRIGHT 2018 GARDEN & ASSOCIATES, LTD.

**SHEET TITLE  
ASSESSMENT PLAT**

**DATE: JUNE 12, 2020**

**PROJECT NO.: 5016276**

**SHEET NO.: 1 OF 1**

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



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

---

South 15<sup>th</sup> Avenue Project 2019  
Preliminary Schedule of Activities (as of 7/1/20)

- January 15, 2019: Preliminary Resolution **COMPLETE**
- By February 15: Preliminary plans and estimated costs are made available **COMPLETE**
- By February 15: Schedule of assessments prepared by engineer **COMPLETE**
- February 19: Council adopts plat, schedule and estimate of cost **COMPLETE**
- February 19: Council sets hearing on Resolution of Necessity and orders publication **COMPLETE**
- February 21: Publication of notice of hearing and letters are sent by certified mail to affected property owners **COMPLETE**
- March 19: Public hearing and adoption of Resolution of Necessity (requires ¾ vote) **COMPLETE**
- March 19: Council approves resolution ordering preparation of detailed plans, specs, form of contract and estimate of cost and authorizing Notice of Hearing & Letting **COMPLETE**
- By March 26: City Clerk files certified Resolution of Necessity, plat and schedule with County Treasurer **COMPLETE**
- April 2: Council holds hearing on plans, specs, form of contract and estimate of cost and adopts resolution approving the same **COMPLETE**
- April 11: Bid opening **COMPLETE**
- April 16: Council reviews bids and approves resolution awarding contract & authorizes Mayor & Clerk to sign contracts & bonds **COMPLETE**
- May 1: Start of construction **COMPLETE**
- May 2020: Construction completed **COMPLETE**
- May 29, 2020: Engineer files certificate of final completion **COMPLETE**
- June 16: Council approves resolution accepting public improvements and determines amount to be assessed **COMPLETE**
- June 16: Engineer files final assessment schedule **COMPLETE**
- July 7: Council adopts schedule, levy assessment and orders notice to be provided to affected property owners
- By July 9: Publication of notice of final schedule of assessments and mailing to affected property owners
- August 10: Deadline for owners to pay assessments without interest applied

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

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 63.04 "SPEED ZONES"**

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

SECTION 1. **Add Phrase.** A new Section 63.04(3D), "Special 25 MPH Speed Zones", is added as follows:

"D. West Fifth Street, between North Avenue C and North Avenue F."

SECTION 2. **Delete Phrase.** Section 63.04(4A), "Special 30 MPH Speed Zones", is hereby repealed.

SECTION 3. **Add Phrase.** A new Section 63.04(5I), "Special 35 MPH Zones", is hereby added as follows:

"I. West Fifth Street, from its intersection with North Avenue F west for a distance of 3,672 feet."

SECTION 4. **Delete Phrase.** Section 63.04(6A), "Special 40 MPH Speed Zones", is hereby repealed.

SECTION 5. **Add Phrase.** A new Section 63.04(6A), "Special 40 MPH Speed Zones" is hereby added as follows:

"A. West Fifth Street, from its intersection with State Highways 1 and 92 east for a distance of 1,262 feet."

SECTION 6. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

Attest:

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

Approved on First Reading: 06-02-2020  
Approved on Second Reading: 06-16-2020  
Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

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

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

**AN ORDINANCE AMENDING THE WASHINGTON ZONING ORDINANCE  
BY CHANGING THE FRONT YARD SETBACKS IN R-1 AND R-3 ZONING  
DISTRICTS.**

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

**SECTION 1. Purpose:** The purpose of this ordinance is to change the front yard setbacks of property in R-1 (one family residential) and R-3 (1 to 6 family residential) zoning districts as recommended by action of the City of Washington's Planning & Zoning Commission on May 12, 2020.

**SECTION 2. Amendment:** That section 165.09.5 table be deleted and replaced with the following:

<b>BUILDING HEIGHT</b>	<b>MINIMUM LOT WIDTH</b>	<b>MINIMUM FRONT YARD DEPTH</b>	<b>MINIMUM SIDE YARD WIDTHS</b>		<b>MINIMUM REAR YARD DEPTH</b>
			<b>LEAST WIDTH</b>	<b>SUM LEAST WIDTHS</b>	
1 and 1½ stories	70 feet	25 feet	7 feet	16 feet	35 feet
2 and 2½ stories	70 feet	25 feet	9 feet	20 feet	35 feet

**SECTION 3. Amendment:** That section 165.12.5 table be deleted and replaced with the following:

<b>BUILDING HEIGHT</b>	<b>MINIMUM LOT WIDTH</b>	<b>MINIMUM FRONT YARD DEPTH</b>	<b>MINIMUM SIDE YARD WIDTHS</b>		<b>MINIMUM REAR YARD DEPTH</b>
			<b>LEAST WIDTH</b>	<b>SUM LEAST WIDTHS</b>	
1 and 1½ stories	50 feet	25 feet	6 feet	13 feet	30 feet
2 and 2½ stories	50 feet	25 feet	7 feet	15 feet	30 feet
3 stories	55 feet	25 feet	8 feet	20 feet	35 feet



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

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

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

Attest:

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

Approved on First Reading: 06-02-2020

Approved on Second Reading: 06-16-2020

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

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

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

**SECTION 1. Purpose:** The purpose of this ordinance is to change the zoning of a parcel of property from I-1 Light Industrial to R-3 One to Six Family Residential, as recommended by action of the City of Washington Planning & Zoning Commission on May 26, 2020.

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

Lot 1 of Lot A in the Subdivision of Outlot 10 of A.W. Chilcote's Outlot Addition to Southeast Washington, Washington County, Iowa. Said Lot 1 of Lot A is more particularly described as follows:

Beginning at the Northeast corner of said Lot A of Outlot 10 as shown in Plat Book 4 on Page 511, in the Office of the Washington County Recorder; thence South 01°01'20" East 772.64 feet along the East line thereof to the North right-of-way line of East Fillmore Street according to the Acquisition Plat recorded in Book 22 on Page 242; thence South 89°31'55" West 379.00 feet along said right-of-way line; thence North 01°01'20" West 771.87 feet to the North line of said Lot A of Outlot 10 of A.W. Chilcote's Outlot Addition; thence North 89°25'00" East 379.00 feet along said North line to the Point of Beginning. Said Lot 1 of Lot A contains 6.72 acres.

Be and the same is hereby re-classified as R-3 One to Six Family Residential and that said real estate be subject to all provisions and regulations as affecting R-3 One to Six Family Residential real estate within the City of Washington, Iowa.

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

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

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

Attest:

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

Approved on First Reading: 06-02-2020

Approved on Second Reading: 06-16-2020

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

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