



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE COUNCIL CHAMBERS
AT 120 E MAIN STREET
AT 6:00 P.M., TUESDAY, FEBRUARY 21, 2017

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, February 21, 2017 to be approved as proposed or amended.

Consent:

1. Council Minutes 02-07-2017
2. Council Minutes 02-14-2017 (closed session & workshop)
3. Neumiller Electric, Well #7 Upgrades, \$23,370.00
4. A & R Land Services, E. Adams St. Improvement Project, \$310.80
5. Fox Engineering, Water Treatment Plant Improvements, \$23,117.90
6. Fox Engineering, Well #6 Pump Replacement, \$2,591.00
7. Fox Engineering, Well #7 Pump Replacement & Electrical Modifications, \$6,230.20
8. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$5,147.75
9. Iowa Bag & Recycling Products, Recycling Carts, \$10,658.00
10. Department Reports.

Consent – Other:

Claims and Financial Reports:

Claims as Presented.

Financial Reports

SPECIAL PRESENTATION

L.E.T.'s Center Request for Art Work Display on sidewalks around the Square – July 14 to July 29.

Kewash Trail Half Marathon & 5K 10K Run Request – Saturday, April 22.

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

NEW BUSINESS

Discussion and Consideration of Purchase of a Hydro-Seeder for Cemetery & M/C.

Discussion and Consideration of Quotes on Cemetery Office Roof Replacement.

Discussion and Consideration of Mower for the Cemetery.

Discussion and Consideration of Invoice from Cahoy Pump Service –Well #6 Emergency Pump & Meter.

Discussion and Consideration of M/C Shop Fuel Pumps Project and Quotes.

Discussion and Consideration of Setting a Date (March 7, 2017) for Public Hearing on FY18 Budget.

Discussion and Consideration of Setting a Public Hearing on a Development Agreement – S. 15th Ave. Project.

Discussion and Consideration of Former Library Marketing Timeframe. **(Tabled 02-07-2017)**

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Public Hearing: On Disposing of Property – 120 E. Main Street (Former Library).

Discussion and Consideration of a Resolution Disposing of Property – 120 E. Main Street (Former Library).

Public Hearing: On Authorizing a Loan Agreement and the Issuance of Not to Exceed \$500,000 General Obligation Capital Loan Notes, Series 2017, and Levying a Tax for the Repayment Thereof.

Discussion and Consideration of a Resolution Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$500,000 General Obligation Capital Loan Notes, Series 2017.

Discussion and Consideration of a Resolution Authorizing the Issuance of \$500,000 General Obligation Capital Loan Notes, Series 2017, and Levying a Tax for the Payment Thereof.

Discussion and Consideration of a Resolution Establishing a New Fund 050 –Washington Incentive Fund and Renaming TIF Funds.

Discussion and Consideration of a Resolution Authorizing Levy, Assessment and Collection of Costs to the Washington County Treasurer.

Discussion and Consideration of Third Reading of an Ordinance Amending Chapter 165.07 – Agricultural Zones.

Discussion and Consideration of Third Reading of an Ordinance Amending Chapter 165.23(2B) – Front Yard Setbacks.

Discussion and Consideration of Third Reading of an Ordinance Amending Chapter 165.20 – Signs.

Discussion and Consideration of Setting a Public Hearing on Sale of Housing Lot – 420 W. 6th Street.

Discussion and Consideration of Setting a Public Hearing on Sale of Housing Lot – 415 W. Madison St.

DEPARTMENTAL REPORT

Police Department
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

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

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 02-07-2017

The Council of the City of Washington, Iowa, met in Regular Session in the council chambers, 120 E. Main Street, at 6:00 P.M., Tuesday, February 7, 2017. Mayor Johnson in the chair. On roll call present: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Absent: none.

Motion by Youngquist, seconded by DeLong, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, February 7, 2017 be approved as proposed. Motion carried.

Consent:

1. Council Minutes 01-17-2017
2. Council Minutes 01-24-2017
3. Council Minutes 01-31-2017
4. Kevin D. Olson, Professional Services for January, 2017, \$1,399.80
5. Iowa Department of Transportation, Repayment of RISE Grant Funds, \$49,862.00
6. Bolton & Menk, Aircraft Parking Apron, \$5,566.05
7. Veenstra & Kimm, Industrial Park RISE Grant Improvements, \$834.15
8. Caldwell Tanks, Elevated Water Storage Tank Project, Pay App #12, \$101,048.04
9. Hy-Vee Food Store, 528 Hwy 1 S, Class B Wine, Class C Beer Permit (BC), Sunday Sales, **(renewal)**
10. Columbus Club of Washington, Iowa, Class C Liquor License (LC) (Commercial), **(renewal)**
11. Bp One Trip, 1504 E. Washington St., Class C Beer Permit (BC), Class B Native Wine Permit, Sunday Sales, **(renewal)**
12. Department Reports.

Consent – Other:

1. DeLong Construction, Court House Sewer Separation Project, \$61,302.70

Motion by Rosien, seconded by Gault, to approve the consent agenda items 1-12. Motion carried.

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

Motion by Rosien, seconded by Youngquist, to approve payment of the claims as presented. Motion carried.

Brian Brustkern from the State Auditor's Office went through the FY16 Audit Report.

Andy Dahl gave the annual Tree Committee Report and presented the Volunteer of the Year Award to Keith Henkel for his help with the tree inventory compiled for the City.

Nuisance Abatement Officer Merle Hagie gave the nuisance abatement update for January, 2017.

Motion by Rosien, seconded by Salazar, to approve the Application for Tax Abatement for Chris & Melanie Shelman. Motion carried.

After discussion, motion by Rosien, seconded by Gault, to table Former Library Building Marketing Timeframe. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Youngquist. Nays: Salazar. Motion carried.

Mayor Johnson announced that now is the time for the public hearing on a Resolution Establishing Intent to Dissolve the Park Commission as an Administrative Agency under Iowa Code 392.7.

No written or oral objections were received.

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

Motion by Rosien, seconded by Youngquist, to approve the Resolution Establishing Intent to Dissolve the Park Commission as an Administrative Agency under Iowa Code 392.7. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-009)**

Motion by Salazar, seconded by Gault, to approve Change Order #5 in the increased amount of \$81,490.92 for the Court House Sewer Separation Project. Motion carried. DeLong abstained with conflict.

Motion by Salazar, seconded by Youngquist, to approve the Resolution Accepting Court House Sewer Separation Project as Completed. Roll call on motion: Ayes: Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. DeLong abstained with conflict. Motion carried. **(Resolution No. 2017-010)**

Motion by Rosien, seconded by DeLong, to approve Change Order #1 for the decreased amount of \$15,862.75 for the 0.5MG Elevated Water Storage Tank Project. Motion carried.

Motion by Salazar, seconded by Youngquist, to approve the Resolution Accepting 0.5MG Elevated Water Storage Tank Project as Completed. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-011)**

Motion by Rosien, seconded by Salazar, to approve the Resolution Fixing Date of February 21, 2017, for a Public Hearing on the Issuance of \$500,000 General Obligation Bonds. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried. **(Resolution No. 2017-012)**

Motion by DeLong, seconded by Janecek, to approve the second reading of an Ordinance as Amended Amending Chapter 165.07 – Agricultural Zones. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by DeLong, seconded by Youngquist, to approve the second reading of an Ordinance Amending Chapter 165.23(2B) – Front Yard Setbacks. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Gault, to approve the second reading of an Ordinance Amending Chapter 165.20 – Signs. Roll call on motion: Ayes: DeLong, Gault, Janecek, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

The council will meet in a special/budget work session, Tuesday, February 14, 2017, at 6:00 P.M. in the Nicola-Stouffer Room, in the Washington Public Library, 115 W. Washington Street.

Motion by Janecek, seconded by DeLong, that the Regular Session held at 6:00 P.M., Tuesday, February 7, 2017 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Council Minutes 02-14-2017
Closed Session

The Council of the City of Washington, Iowa, met in a Special Session in the State Bank Meeting Room, in the Washington Public Library, 115 W. Washington Street, at 5:00 P.M., Tuesday, February 14, 2017. Mayor Johnson in the Chair. On roll call present: DeLong, Gault, Rosien, Salazar, Youngquist. Absent: Janecek.

Motion by Rosien, seconded by Youngquist, that the agenda for the Special Session to be held at 5:00 P.M., Tuesday, February 14, 2017 be approved as proposed. Motion carried unanimously.

Motion by Salazar, seconded by Youngquist, that the council go into closed session per Iowa Code 21.5(j). Roll call on motion: Ayes: DeLong, Gault, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Salazar, that the council return to open session. Roll call on motion: Ayes: DeLong, Gault, Rosien, Salazar, Youngquist. Nays: none. Motion carried.

Mayor Johnson announced that no formal action had been taken in the closed session.

Motion by Rosien, seconded by Youngquist, to set a Public Hearing for 6:00 P.M., Tuesday, February 21, 2017, for the Disposal of Property. Motion carried.

Motion by Youngquist, seconded by DeLong, that the Special Session held at 6:00 P.M., Tuesday, February 14, 2017 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Council Minutes 02-14-2017
Budget Work Session

The Council of the City of Washington, Iowa, met in a Special Budget Work Session in the State Bank Meeting Room, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Tuesday, February 14, 2017. Mayor Johnson in the Chair. On roll call present: DeLong, Gault, Rosien, Salazar, Youngquist. Absent: Janecek.

Motion by DeLong, seconded by Salazar, that the agenda for the Special Budget Work Session to be held at 6:00 P.M., Tuesday, February 14, 2017 be approved as proposed. Motion carried unanimously.

Representatives of Main Street Washington, Washington Chamber of Commerce, and WEDG came before council to talk about their committees' activities in the past year and request funding for FY18.

Because two of the councilors had to leave for other commitments, there wasn't a quorum for any formal actions.

The meeting ended at 7:11 P.M.

Illa Earnest, City Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF THREE

PAGES

TO OWNER: PROJECT: Well #7 Upgrades

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

FROM CONTRACTOR: VIA ARCHITECT:

Neumiller Electric
605 Hwy 1 West
Iowa City, IA 52246

Fox Engineering
414 South 17th ST, Suite 107
Ames, IA 50010

APPLICATION NO: 4

PERIOD TO: 01/25/17

JOB #: 641701
Neumiller Project #: 16-108-C
CONTRACT DATE:

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$ 52,439.00
2. Net change by Change Orders

\$ 1,688.59
3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 54,127.59
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 51,157.00
5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)

\$ 2,557.83

b. 5 % of Stored Material (Column F on G703)

\$

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 2,557.83

\$ 48,599.17
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 23,370.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 25,229.17
8. CURRENT PAYMENT DUE

\$ 5,528.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,688.59	
Total approved this Month		
TOTALS	\$1,688.59	\$0.00
NET CHANGES by Change Order	\$1,688.59	

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

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATION FOR PAYMENT • 1992 EDITION • AIA • ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

A & R Land Services, Inc.

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

Invoice No. WASH-ADAMS-16-2

INVOICE

Customer

Name City of Washington, Iowa, c/o Brent D. Hinson
Address 215 East Washington Street
City Washington State IA ZIP 52353
Phone 319-653-6584

Date 2/4/2017
Order No. WASH-ADAMS-16

Qty	Description	Unit Price	TOTAL
	DECEMBER 2016		
4.5	ROW Services for City of Washington, Iowa East Adams Street Improvement Project	\$65.00	\$292.50
	Mileage for project trips taken.	\$0.540	
	Color copies/printing.	\$0.50	
183	Black and white copies/printing.	\$0.10	\$18.30
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
		SubTotal	\$310.80
		Shipping & Handling	\$0.00
		Taxes Iowa	

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal \$310.80
Shipping & Handling \$0.00
Taxes Iowa
TOTAL \$310.80

Office Use Only: Customer will be charged 1.5% interest per month for any invoices past due over 30 days.

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

Your Expert Right of Way Resource



414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

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

Invoice number 41050
Date 01/30/2017

Project **342416A Washington Water Treatment
Plant Improvements**

Professional Services for the Period of 12/22/2016 to 1/28/2017

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	126,460.00	100.00	126,460.00	126,460.00	0.00
Final Design	177,830.00	20.00	12,448.10	35,566.00	23,117.90
Bidding	16,780.00	0.00	0.00	0.00	0.00
Total	321,070.00	50.46	138,908.10	162,026.00	23,117.90

Invoice total \$23,117.90

Approved by: _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

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

Invoice number 41084
Date 01/30/2017

Project **342415C Washington Well 6 Pump Replacement**

Professional Services for the Period of 12/22/2016 to 1/28/2017

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	28,324.00	100.00	28,324.00	28,324.00	0.00
Bidding	4,768.00	100.00	4,768.00	4,768.00	0.00
Total	33,092.00	100.00	33,092.00	33,092.00	0.00

Standard Hourly Rate Phases

Construction Administration
Professional Fees

	Billed Amount
	2,591.00
Phase subtotal	2,591.00

Invoice total \$2,591.00

Approved by: _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

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

Invoice number 41085
Date 01/30/2017

Project **342416B Washington Well 7 Pump
Replacement & Electrical Modifications**

Professional Services for the Period of 12/22/2016 to 1/28/2017

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	12,408.25	100.00	12,408.25	12,408.25	0.00
Bidding	2,912.00	100.00	2,912.00	2,912.00	0.00
Total	15,320.25	100.00	15,320.25	15,320.25	0.00
					Billed Amount
Construction Administration					
Professional Fees					
					3,160.00
Reimbursables					
					200.20
Outside Services					
Riesberg Engineering Company					1,260.00
					1,610.00
Phase subtotal					6,230.20
Invoice total					\$6,230.20

Approved by: _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

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

Invoice number 41095
Date 01/30/2017

Project **204515A Washington Sanitary Sewer
Collection System Evaluation**

Professional Services for the Period of 12/22/2016 to 1/28/2017

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection & Kickoff Meeting	5,500.00	100.00	5,500.00	5,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Mapping	12,500.00	100.00	12,500.00	12,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Modeling	12,000.00	100.00	12,000.00	12,000.00	0.00
Southeast Drainage Basin Rehabilitation Report	27,500.00	95.00	26,125.00	26,125.00	0.00
Total	57,500.00	97.61	56,125.00	56,125.00	0.00

Standard Hourly Rate Phases

General Consultation

Professional Fees

Reimbursables

Phase subtotal

Billed Amount

4,972.25

175.50

5,147.75

Invoice total \$5,147.75

Approved by: _____

Late Payment Charge: 15% per annum beginning 30 days from above date

ORIGINAL INVOICE

IOWA BAG AND RECYCLING PRODUCTS, L. L. C.

FEIN: 68-0502025

4411 Nostalgia Lane

Waterloo, Iowa 50701-9331

(319) 235-2863 Residence

(319) 236-3754 Facsimile



Achieve the Waste Reduction Goals
with our Award Winning Recycling
Program. Call us today for information.



Residential Recycling Cart Units
Quality Balers, Denistlers, and Self-Contained Units
Custom Printed Polyethylene Bags

COLLECTION
VEHICLES



Single Container Recycling Bins
Stackable Container Recycling Bins
Complete Waste Reduction Programs
With GUARANTEED Results

COMMERCIAL
COLLECTION CENTERS

BILL TO: City of Washington
F.E.I.N. Number: ??-??????
ATTN: Ms. Illa Earnest, City Clerk
215 East Washington Street
Post Office Box 516
Washington, Iowa 52353-0516
(319) 653-6584 Voice
(319) 653-5273 Facsimile

SHIP TO: City of Washington
ATTN: Ms. Illa Earnest, City Clerk
215 East Washington Street
Washington, Iowa 52353-0516
(319) 653-6584 Voice

Sales Person:	In House	Date Of Order:	3 January 2017
Payment Terms:	Net Ten (10) Days	Date Order Shipped:	14 February 2017
Method Of Shipment:	Rowan Equipment, Dysart	F.O.B. Point:	Dysart, IA to Washington, IA
Invoice Number:	17-02/14-002	Invoice Date:	14 February 2017
Order Number:	IA-92-170214	Invoicing Agent:	Waterloo Office

ITEM NO.	QTY. ORDERED	QTY. SHIPPED	DESCRIPTION OF PRODUCTS OR SERVICES	PRICE EACH	EXTENDED COSTS
1	70	70	SARS04-04, Steel Residential Recycling Cart Kit with Four (4) Container Size with All Hardware for User Assembly. Bulk Packed By Manufacturer. Color: Black Powder Coat Paint. Does Not Include Containers, Labels, or How To Recycle Booklets. Carts are for Replacements.	\$149.00	\$10,430.00
2	1	1	Freight to Washington, Iowa - 52353 THIS ORDER IS COMPLETE <u>Thank you very much for your order of Residential Recycling Cart Kits, Illa. I really appreciate your Continued Support</u> <u>No Iowa State Sales Tax Charged Nor Received.</u> <u>This sale is to a Tax Exempt Governmental Agency.</u>	\$228.00	\$228.00

THIS IS AN ORIGINAL INVOICE.

If you should experience a problem with the product or this invoice, please notify us immediately at:
(319) 235-2863 or E-Mail at: ArmstrongB@aol.com

Sub Total:	\$10,658.00
Tax Rate:	Tax: Exempt
Special Handling:	\$0.00
Previous Amount Owing:	\$0.00
Credit:	\$0.00
Please Pay This Amount:	\$10,658.00

IOWA BAG & RECYCLING PRODUCTS

Maintenance and Construction Report

1/28/17-2/10/17

STREETS: M/C Personnel cold mixed and operated the street sweeper. Personnel worked up the water way north of the new water tower so seeding can take place in a couple months. Personnel salted the streets after a small snow storm.

WATER DISTRIBUTION: M/C Personnel turned on/off numerous water services for different reasons. Personnel repaired a water box rod located at 609 North Ave B. Personnel also repaired a water box rod located at 729 South 10th Ave.

SEWER COLLECTION: M/C Personnel began flushing terminal manholes and trouble spots using 25,000 gallons of water. Personnel began the process of installing a short section of 10 inch sewer main south of Orchelns along a field (200 ft). A sewer service needed attention inside a manhole involving a confined space entry.

STORM SEWER COLLECTION: M/C Personnel helped the drainage from melting snow by cleaning a few storm intakes.

MECHANIC/SHOP: M/C Personnel serviced K-9 Unit, 005 (brakes and differential repair-bearings & spider gears), Parks Kubota, 201 (rotate tires), PD 96 (climate control) and setting up with Big Iron Auction site to sell City equipment no longer being used.

OTHER: M/C Personnel responded to 18 One Call Locates. Personnel hauled 10 ton of cold mix back to the material storage building as well as 18 ton of one inch ballast. Personnel cleaned out the City buildings on East 2nd St (Linda Lou's & Red Bear Day Care) two full loads of a 20 ft dumpster. Personnel attended a SASSO safety meeting on Hearing, followed by annual individual hearing tests. City personnel installed four window wells around the City farm house along Hwy 1 for drainage purposes.

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.

**WWTP report
February 21, 2017
Council meeting**

- **After hour alarm and dog call outs –**
None to report since last report (2-3-17)
- **Dept Head meetings –** I attended the meetings on February 7th & 14th.
- **SASSO hearing tests –** Jason and I had our annual hearing tests given by our safety group SASSO on February 9, 2017. Parker received his hearing test through the Fire Dept in January 2017.
- **New USEPA electronic annual biosolids report form –** I submitted this new form to the USEPA and IDNR on February 10, 2017. This annual report was due no later than February 21, 2017.
- **WWTP January 2017 Discharge Monitoring Report (DMR) –** Average daily flow 1.29 million gallons (mg), maximum daily flow 2.483 mg, minimum daily flow 1.007 mg. There were no violations of the WWTP's NPDES discharge permit. Total precipitation for January 2017 = >1.29" (recorded at the WWTP).

CBOD5 removal 85% required	result = 100%
Influent CBOD5 monthly average =	64.7 mg/L
Effluent CBOD5 monthly average =	0.0 mg/L

TSS removal 85% required	result = 97.1%
Influent TSS monthly average =	166.1 mg/L
Effluent TSS monthly average =	4.9 mg/L

- **WWTP & lift station valve and slide gate operation and maintenance program –** Jason has prepared a written inventory list of all the valves and slide gates located at the WWTP and lift stations. This list will allow us to have a written record to show all valves and slide gates have been operated and are in proper working order on a bi-annual basis.
- **Parker –** He received his final test score of 92.5/100 from the NACHO module A training class he attended in St Louis.
- **Parkside Estates (PSE) lift station –** Jason borrowed a dump truck from M/C and hauled rock to the lift station entrance road since it had washed out during rains. Thanks to Jay Q for cutting a trench at the bottom of the paved portion of the entrance road to PSE. The trench will allow the rain water running down the pavement to get into the ditch instead of running down the lift station entrance road and washing the rock out.

**Fred E. Doggett
2/15/2017 3:00 PM**

POLICE	ARNOLD MOTOR SUPPLY	PARTS	10.64
	ACE-N-MORE	SUPPLIES	141.98
	ALLIANT ENERGY	SERVICE	21.13
	ALTENHOFEN, SHAMUS	REIMBURSEMENT FOR SERVICE	25.00
	ARAMARK UNIFORM SERV INC.	RUG SERVICE	256.43
	CHARLES CAPPER AUTO CENTER INC	PARTS	254.56
	COBB OIL CO, INC.	FUEL	1,933.09
	CUSTOM IMPRESSIONS INC	SHIPPING	40.27
	EMBROIDERY BARN	PATCHES	40.00
	IGRAPHIX, INC	SHIPPING	9.38
	JOHN DEERE FINANCIAL	DOG FOOD	24.99
	MARCO TECHNOLOGIES LLC.	COPIER CHARGES	108.22
	MOORE'S BP AMOCO INC	TOW AND STORE VEHICLES	580.00
	O'REILLY AUTOMOTIVE INC	PARTS	248.48
	QUILL	SUPPLIES	827.12
	SITLER'S ELECTRIC	SUPPLIES	13.97
	UPS	UPS CHARGES	9.08
	VERIZON WIRELESS	WIRELESS SERVICE	2,355.82
	WASH CO AUDITOR	FEB- COMMUNICATIONS	20,682.58
	WASHINGTON LUMBER	OFFICE SUPPLIES	30.89
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	375.98
		TOTAL	27,989.61
FIRE	ACE-N-MORE	SUPPLIES	58.97
	ALLIANT ENERGY	ALLIANT ENERGY	294.92
	BUSINESS RADIO SALES INC	ANTENNA	221.10
	COBB OIL CO, INC.	FUEL	101.65
	GALLS LLC	GLOVES & FIRE HELMET/FIRE BOOTS	1,078.20
	GLANDON'S WESTSIDE SERVICE	GAS ENGINE 1	9.50
	IOWA FIREFIGHTERS ASSOCIATION	DUES	455.00
	PRECISION METALWORKS	MOUNTING PLATE	19.55
	SITLER'S ELECTRIC	SUPPLIES	126.98
	VERIZON WIRELESS	WIRELESS SERVICE	144.11
	WASHINGTON EVENING JOURNAL	SUBSCRIPTION	122.25
		TOTAL	2,632.23
DEVELOP SERV	COBB OIL CO, INC.	FUEL	117.94
	HIWAY SERVICE CENTER	PARTS	21.00
	QUILL	QUILL	45.01
	VERIZON WIRELESS	WIRELESS SERVICE	524.26
	VISA	TRAINING	50.00
		TOTAL	758.21
LIBRARY	ALLIANT ENERGY	SERVICE	2,488.02
	AMAZON	MATERIALS	477.94
	BAKER & TAYLOR	BOOKS	394.63
	CARSON PLUMBING & HEATING SRVS INC	PLUMBING MAINTENANCE	42.95
	CINTAS CORP LOC. 342	RUG SERVICE	52.15
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	126.16
	EBSCO SUBSCRIPTION SERV	MAGAZINE SUBSCRIPTION	1.59
	GALE/CENGAGE LEARNING	WESTERNS	36.34
	MEDIACOM	INTERNET AND TELEPHONE	306.16
	MIDWEST ALARM	YEARLY ALARM FEE/INSPECTION	798.84
	RECORDED BOOKS LLC	RECORDED BOOK	35.09
	STAPLES ADVANTAGE	SUPPLIES	120.63
	VISA	POSTAGE & SUPPLIES	156.59
		TOTAL	5,037.09

PARKS	ALLIANT ENERGY	SERVICE	2,395.41
	COBB OIL CO, INC.	FUEL	208.02
	PIONEER MFG.	SOCCER FIELD PAINT	384.50
	STOUTNER PROPERTY MAINTENANCE	TREE TRIMMING -PARK	1,500.00
	VISA	EQUIPMENT & SUPPLIES	280.14
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	105.11
		TOTAL	4,873.18
POOL	ALLIANT ENERGY	ALLIANT ENERGY	135.13
		TOTAL	135.13
CEMETERY	ALLIANT ENERGY	SERVICE	521.08
	ARNOLD MOTOR SUPPLY	FILTERS	68.12
	ATCO INTERNATIONAL	OIL PADS/OIL DRY	243.16
	GREINER DISCOUNT TIRES	BATTERY FOR PICKUP	246.75
	JOHN DEERE FINANCIAL	CATTLE PANEL	87.96
	VISA	WEED TRIMMER SUPPLIES	361.26
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	135.72
		TOTAL	1,664.05
FINAN ADMIN	ALLIANT ENERGY	SERVICE	2,340.48
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	187.70
	CUSTOM IMPRESSIONS INC	EMPLOYEE RECOGNITION PLAQU	644.35
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	164.55
	FAREWAY STORES	SUPPLIES	14.15
	IOWA DIVISION OF LABOR SERVICES	BOILER INSPECTION 120 E MA	135.00
	PERSONNEL CONCEPTS	COMPLIANCE POSTERS	252.89
	QUILL	CHAIRS	199.98
	UNITY POINT CLINIC-OCCUPATIONAL MEDICI	MUCCA MEMBERSHIP DUES 2017	100.00
	VERIZON WIRELESS	WIRELESS SERVICE	133.99
	VISA	AIRFARE & RENTAL CAR/ICMA MEETING	1,735.00
	VIVIAL	DIRECTORY	23.20
	WASH COUNTY MINIBUS	LOST- FEBRUARY	16,970.53
	WASHINGTON EVENING JOURNAL	LEGAL ADVERTISING	850.01
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	1,067.09
		TOTAL	24,818.92
AIRPORT	ACE-N-MORE	SUPPLIES	2.59
	ALLIANT ENERGY	ALLIANT ENERGY	1,373.52
	IOWA PUBLIC AIRPORTS ASSOC.	MEMBERSHIP RENEWAL	150.00
	MOORE'S BP AMOCO INC	TOWING CAR	62.00
	NAB INVESTMENTS	AIRPORT SNOW REMOVAL	54.00
	ROE, MIKE	REIMB- MILEAGE AND MTGS	370.31
	STEVE'S SALES & SERVICE	SERVICE	403.02
	VERIZON WIRELESS	WIRELESS SERVICE	25.84
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	177.83
		TOTAL	2,619.11
ROAD USE	COBB OIL CO, INC.	FUEL	412.99
	HOTSY CLEANING SYSTEMS	SALT LICKS	165.00
	VISA	SAFETY TRAINING	270.00
		TOTAL	847.99
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	9,908.53
		TOTAL	9,908.53

MUNICIPAL BUILDING CP	MARK'S SANITATION	ROLL OFF BOX & DUMPING FEE	735.50
		TOTAL	735.50
SIDEWALK REPAIR & REPLACE	POTRATZ, ROGER	SIDEWALK REPLACEMENT	45.52
		TOTAL	45.52
TREE COMMITTEE	MCCONNELL, MARDE	PIZZA FOR MEETINGS REIMB	553.40
		TOTAL	553.40
SAFETY FUND	CITY OF WASH - PETTY CASH	SAFETY PROGRAM	300.00
		TOTAL	300.00
LIBRARY GIFT	BAKER & TAYLOR	BOOKS	452.47
	AMAZON	MATERIALS	357.24
		TOTAL	809.71
WATER PLANT	ACE-N-MORE	SHOP TOWELS	122.70
	ALLIANT ENERGY	SERVICE	11,564.26
	QC ANALYTICAL	TESTS	65.00
	STATE HYGIENIC LAB	TESTING	119.50
	STOREY KENWORTHY/MATT PARROTT	WATER BILL FORMS	1,192.43
	STREFF, ROSE	MILEAGE REIMBURSEMENT	2.75
	TOTAL FILTRATION SYSTEM	FILTERS	802.67
	VERIZON WIRELESS	WIRELESS SERVICE	78.24
	VISA	FUEL, LODGING & MEALS	210.85
	WATER SOLUTIONS UNLIMITED	CHEMICALS	5,129.05
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	55.45
		TOTAL	19,342.90
WATER DIST	ALLIANT ENERGY	SERVICE	56.96
	AWWA-IOWA SECTION	CONFERENCE	50.00
	COBB OIL CO, INC.	FUEL	486.32
	JOHN DEERE FINANCIAL	PART	9.33
	VERIZON WIRELESS	WIRELESS SERVICE	128.99
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	90.77
		TOTAL	822.37
WATER CAP PROJ	CALDWELL TANKS, INC	PAY APPT #12- ELEV WTR STO	30,101.18
		TOTAL	30,101.18
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	8,261.00
	COBB OIL CO, INC.	FUEL	111.03
	HACH COMPANY	LAB TESTING SUPPLIES	322.89
	HIWAY SERVICE CENTER	OIL FILTER	5.13
	JETCO	DECANTER VFD FAULTS SRV	578.00
	JOHN DEERE FINANCIAL	AIR COMPRESSOR PARTS	49.03
	OMNISITE	MONITORING LIFT STATION	250.29
	TESTAMERICA LABORATORIES INC	TESTING	1,360.80
	VERIZON WIRELESS	WIRELESS SERVICE	183.13
	VISA	SUPP, LODGING & MEALS	112.75
	WHISLER, JASON	BOOT REIMBURSEMENT	100.00
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	249.16
		TOTAL	11,583.21
SEWER COLLECT	ALLIANT ENERGY	SERVICE	1,756.75

COBB OIL CO, INC.	FUEL	454.29
VERIZON WIRELESS	WIRELESS SERVICE	117.17
WINDSTREAM IOWA COMMUNICATIONS	SERVICE	90.77
	TOTAL	2,418.98

ANIMAL CONTROL	IDALS - IA DEPT OF AGRICULTURE	DOG POUND LICENSE FEES	75.00
		TOTAL	75.00

TOTAL	145,452.71
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CLAIMS REPORT 02/21/2017

<div>LIBRARY</div> <div>ENDICIA FEES - POSTAGE FEE ITUNES - FIBER ARTS FILM HOBBY LOBBY - FIBER ARTS SUPPLIES WALMART - PROGRAM AND OFFICE SUPPLIES WOLF FLORAL - FLOWER ARRANGEMENT FOR KARMEN'S BIRTHDAY WASH CHAMBER - CHAMBER ANNUAL DINNER - DEBBIE</div>	<div>9.95 12.99 40.72 40.89 12.04 40.00</div>	<div>FINAN ADMIN</div> <div>INTERNATION - 2017 GETTYSBURG LEADERSHIP INSTITUTE - HINSON ORBITZ - RENTAL CAR FOR LEADERSHIP INSTITUTE AMERICAN AIR - AIRFARE FOR LEADERSHIP INSTITUTE</div>	<div>895.00 304.40 535.60</div>
<div>156.59</div>	<div>280.14</div>	<div>1,735.00</div>	
<div>WATER PLANT</div> <div>CASEYS - FOOD WHILE TRAVING TO ARKANSAS MOTEL 6 - HOTEL WHILE IN ARKANSAS FLASH MARKET - FUEL WHILE TRAVELING TO ARKANSAS CLARK - FUEL WHILE IN ARKANSAS MCDONALD'S - MEAL WHILE IN ARKANSAS LIS - FOOD WHILE TRAVELING TO ARKANSAS WENDYS - MEAL WHILE TRAVELING TO ARKANSAS</div>	<div>6.44 73.66 55.00 50.00 7.33 9.34 9.08</div>	<div>PARKS</div> <div>SEAT COVERS PLUS - F-150 SEAT COVER DOG POOP BAGS.COM - DOG POOP BAGS</div>	<div>133.45 146.69</div>
<div>210.85</div>	<div>280.14</div>	<div>280.14</div>	
<div>ROAD USE</div> <div>ISU CPM - WORKZONE SAFTEY WORKSHOP FOR GLANDON, WAGENKNECHT, BRINNING</div>	<div>270.00</div>	<div>CEMETERY</div> <div>GREENLINE & BYRON PLANTAT - WEED TRIMMER SUPPLIES</div>	<div>361.26</div>
<div>270.00</div>	<div>361.26</div>	<div>361.26</div>	
<div>ENGINEERING</div> <div>PAYPAL - IA ASSOC - IOWA ASSN OF BUILDING OFFICIALS TRAINING AND ANNUAL BANQUET</div>	<div>50.00</div>	<div>SEWER PLANT</div> <div>WALMART - SUPPLIES MCDONALDS - TURNER MEAL WHILE AT DOG CONFERENCE CHINA HOUSE - TURNER MEAL WHILE AT DOG CONFERENCE SUBWAY - TURNER MEAL WHILE AT DOG CONFERENCE EMBASSY SUITES - TURNER MEAL WHILE AT DOG CONFERENCE</div>	<div>69.64 8.65 7.20 9.21 18.05</div>
<div>50.00</div>	<div>112.75</div>	<div>112.75</div>	
<div>-</div>	<div>-</div>	<div>-</div>	

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
JANUARY 31, 2017

FUND	1/1/2017 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/31/2017 ENDING CASH BALANCE
001-GENERAL FUND	1,061,445.60	130,312.84	-	243,892.06	-	947,866.38
002-AIRPORT FUND	240,270.19	4,169.64	-	4,997.35	-	239,442.48
010-CHAMBER REIMBURSEMENT	(1,191.88)	5,362.39	-	4,811.85	-	(641.34)
011-MAIN STREET REIMBURSEMENT	(628.79)	4,253.07	-	3,809.26	-	(184.98)
012-WEDG REIMBURSEMENT	(2,204.89)	6,991.09	-	6,070.23	-	(1,284.03)
110-ROAD USE	836,025.66	76,466.12	-	32,951.19	-	879,540.59
112-EMPLOYEE BENEFITS	-	5,974.52	-	5,974.52	-	-
114-EMERGENCY LEVY	-	532.36	-	532.36	-	-
121-LOCAL OPTION SALES TAX	-	67,882.12	-	67,882.12	-	-
125-UNIF COMM UR-NE IND	16,482.29	-	-	16,482.29	-	-
129-SC RES UR	213.93	930.14	-	-	-	1,144.07
132-UNIF COMM UR - EBD	16,049.89	-	-	-	-	16,049.89
134-DOWNTOWN COMM UR	1,428.22	-	-	-	-	1,428.22
145-HOUSING REHABILITATION	46,012.80	-	-	4,500.00	-	41,512.80
146-LMI TIF SET-ASIDE	62,756.80	-	-	-	-	62,756.80
200-DEBT SERVICE	391,895.23	7,897.17	-	-	-	399,792.40
300-CAPITAL EQUIPMENT	123,413.15	-	-	-	-	123,413.15
301-CAPITAL PROJECTS FUND	129,800.81	26,628.34	-	377,845.75	-	(221,416.60)
305-RIVERBOAT FOUND CAP PROJ	187,308.34	-	-	-	-	187,308.34
308-INDUSTRIAL DEVELOPMENT	32,792.93	8.56	-	5,788.24	-	27,013.25
309-MUNICIPAL BUILDING	622,705.79	-	-	-	-	622,705.79
310-WELLNESS PARK	25,569.41	-	-	-	-	25,569.41
311-SIDEWALK REPAIR & REPLACE	45,752.15	-	-	-	-	45,752.15
312-TREE REMOVAL & REPLACE	1,994.67	-	-	-	-	1,994.67
510-MUNICIPAL BAND	1,018.70	-	-	-	-	1,018.70
520-DOG PARK	4,604.85	100.00	-	-	-	4,704.85
530-TREE COMMITTEE	6,922.21	-	-	-	-	6,922.21
540-POLICE FORFEITURE	863.89	-	-	-	-	863.89
545-SAFETY FUND	700.00	-	-	-	-	700.00
550-PARK GIFT	151,318.56	4.58	-	-	-	151,323.14
570-LIBRARY GIFT	30,361.35	2,650.00	-	2,095.50	-	30,915.85
580-CEMETERY GIFT	18,354.00	-	-	1,974.00	-	16,380.00
590-CABLE COMMISSION	8,761.14	-	-	-	-	8,761.14
600-WATER UTILITY	1,161,533.23	153,769.24	-	95,395.47	-	1,219,907.00
601-WATER DEPOSIT FUND	21,190.00	1,650.00	-	1,125.00	-	21,715.00
603-WATER CAPITAL PROJECTS	5,831.85	25,208.56	-	29,634.08	-	1,406.33
610-SANITARY SEWER	927,739.14	181,961.38	-	70,128.94	-	1,039,571.58
613-SEWER CAPITAL PROJECTS	72,015.96	-	-	3,435.00	-	68,580.96
670-SANITATION	134,063.49	75,862.56	-	33,453.29	-	176,472.76
910-LIBRARY TRUST	218,826.05	41.22	-	-	-	218,867.27
950-SELF INSURANCE	173,416.25	552.64	-	2,350.65	-	171,618.24
951-UNEMPLOYMENT SELF INS	10,541.02	172.67	-	-	-	10,713.69
TOTAL BALANCE	6,785,953.99	779,381.21	-	1,015,129.15	-	6,550,206.05

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	1,068,764.97 (1)	0.01%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,165.27	0.01%
Investment in IPAIT	1,490,568.41	0.01%
Wash St Bank - Library Acct	167,821.54	0.01%
Wash St - Farm Mgmt Acct	59,350.97	
Wash St Bank - CD - 1/9/13 - renewed	500,000.00	0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00	0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	0.85%
CBI Bank & Trust - CD - 10/8/2015	503,109.20	0.62%
CBI Bank & Trust - CD - 2/19/2016	503,075.69	0.82%
IPAIT CD - 3/9/2016	500,000.00	1.00%
TOTAL CASH IN BANK	<u>6,550,206.05</u>	

(1) Washington State Bank
Outstanding Deposits & Checks

1,147,934.43
(79,169.46)
<u>1,068,764.97</u>

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
JANUARY 31, 2017

FUND	7/1/2016 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/31/2017 ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	2,106,744.31	-	2,158,877.93	-	947,866.38
002-AIRPORT FUND	225,517.92	195,050.21	-	181,125.65	-	239,442.48
010-CHAMBER REIMBURSEMENT	1,054.05	31,106.43	-	32,801.82	-	(641.34)
011-MAIN STREET REIMBURSEMENT	632.45	28,351.34	-	29,168.77	-	(184.98)
012-WEDG REIMBURSEMENT	-	45,977.11	-	47,261.14	-	(1,284.03)
050-WASHINGTON INCENTIVE FUND	-	-	-	-	-	-
110-ROAD USE	810,566.76	606,550.87	-	537,577.04	-	879,540.59
112-EMPLOYEE BENEFITS	-	366,921.18	-	366,921.18	-	-
114-EMERGENCY LEVY	-	31,727.32	-	31,727.32	-	-
121-LOCAL OPTION SALES TAX	-	477,952.53	-	477,952.53	-	-
125-UNIF COMM UR-NE IND	-	27,064.77	-	27,064.77	-	-
129-SC RES UR	-	17,237.86	-	16,093.79	-	1,144.07
132-UNIF COMM UR - EBD	-	17,608.64	-	1,558.75	-	16,049.89
133-UNIF COMM UR-IRE	-	32,563.47	-	32,563.47	-	-
134-DOWNTOWN COMM UR	629.22	6,145.38	-	5,346.38	-	1,428.22
145-HOUSING REHABILITATION	51,031.80	-	-	9,519.00	-	41,512.80
146-LMI TIF SET-ASIDE	56,983.87	5,772.93	-	-	-	62,756.80
200-DEBT SERVICE	4,963.94	504,328.54	-	109,500.08	-	399,792.40
300-CAPITAL EQUIPMENT	291,396.04	114.60	-	168,097.49	-	123,413.15
301-CAPITAL PROJECTS FUND	718,877.81	1,587,140.94	-	2,527,435.35	-	(221,416.60)
305-RIVERBOAT FOUND CAP PROJ	94,827.75	202,480.59	-	110,000.00	-	187,308.34
308-INDUSTRIAL DEVELOPMENT	478,750.29	68,948.06	-	520,685.10	-	27,013.25
309-MUNICIPAL BUILDING	626,831.76	52.03	-	4,178.00	-	622,705.79
310-WELLNESS PARK	25,569.41	-	-	-	-	25,569.41
311-SIDEWALK REPAIR & REPLACE	63,332.31	-	-	17,580.16	-	45,752.15
312-TREE REMOVAL & REPLACE	15,000.00	-	-	13,005.33	-	1,994.67
510-MUNICIPAL BAND	1,018.70	-	-	-	-	1,018.70
520-DOG PARK	4,420.76	441.00	-	156.91	-	4,704.85
530-TREE COMMITTEE	7,458.99	6,050.00	-	6,586.78	-	6,922.21
540-POLICE FORFEITURE	486.75	377.14	-	-	-	863.89
545-SAFETY FUND	700.00	-	-	-	-	700.00
550-PARK GIFT	149,393.47	3,513.71	-	1,584.04	-	151,323.14
570-LIBRARY GIFT	26,542.94	9,256.63	-	4,883.72	-	30,915.85
580-CEMETERY GIFT	43,572.06	-	-	27,192.06	-	16,380.00
590-CABLE COMMISSION	8,761.14	-	-	-	-	8,761.14
600-WATER UTILITY	1,142,357.16	1,046,918.43	-	969,368.59	-	1,219,907.00
601-WATER DEPOSIT FUND	20,740.00	12,150.00	-	11,175.00	-	21,715.00
603-WATER CAPITAL PROJECTS	-	542,993.92	-	541,587.59	-	1,406.33
610-SANITARY SEWER	680,392.61	1,262,940.07	-	903,761.10	-	1,039,571.58
612-SEWER SINKING	-	234,345.00	-	234,345.00	-	-
613-SEWER CAPITAL PROJECTS	207,445.04	-	-	138,864.08	-	68,580.96
670-SANITATION	126,556.87	288,881.15	-	238,965.26	-	176,472.76
910-LIBRARY TRUST	218,673.55	193.72	-	-	-	218,867.27
950-SELF INSURANCE	175,016.97	38,745.16	-	42,143.89	-	171,618.24
951-UNEMPLOYMENT SELF INS	109.67	10,604.02	-	-	-	10,713.69
TOTAL BALANCE	7,279,612.06	9,817,249.06	-	10,546,655.07	-	6,550,206.05

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	1,068,764.97 (1)	0.01%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,165.27	0.01%
Investment in IPAIT	1,490,568.41	0.01%
Wash St Bank - Library Acct	167,821.54	0.01%
Wash St - Farm Mgmt Acct	59,350.97	
Wash St Bank - CD - 1/9/13 - renewed	500,000.00	0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00	0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	0.85%
CBI Bank & Trust - CD - 10/8/2015	503,109.20	0.62%
CBI Bank & Trust - CD - 2/19/2016	503,075.69	0.82%
IPAIT CD - 3/9/2016	500,000.00	1.00%
TOTAL CASH IN BANK	6,550,206.05	

(1) Washington State Bank
Outstanding Deposits & Checks
1,147,934.43
(79,169.46)
1,068,764.97

2/16/2017

Washington City Council Members:

The fundraising committee of the L.E.T.'s Center for the Healing and Creative Arts would like to ask permission to display artwork on the sidewalks around the downtown square Friday July 14th-Saturday July 29th, 2017 and to live auction the art at the end of the display period on the bandstand in Central Park.

This is the third straight year we have hosted this event, following approval by this council, and it has always been a success. This project would occur in conjunction with the Chamber of Commerce's annual "Gallery Walk" and would serve the dual purpose of supporting the arts and raising funds for the L.E.T.'s Center to be able to continue offering art classes, seminars, and readings, and for Paws & More Animal Shelter to pay for a new dog room. All funds raised by this project will be split 50-50 with LET's and Paws.

The art would be in the form of cylindrical fiberglass tubes varying in size and height (2ft in diameter and 4ft tall to 3ft in diameter and 5ft tall, approximately, as sizes will vary). Local artists would decorate them following the theme of "transform" (L.E.T. = Learn, Embrace, Transform). Each one will be unique and different within the parameters of being appropriate for all ages and resistant to weather and the outdoors. They will be brought inside the businesses in front of which they will be displayed so as to avoid vandalism at night.

Attached are pictures of these cylinders both in their natural state and one that has been decorated for outdoor display.

We have faith in the community of Washington that the artwork will be respected and appreciated and fully believe this will bring exposure to local talent and funds to a non-profit that works to enrich our city with the healing and creative arts.

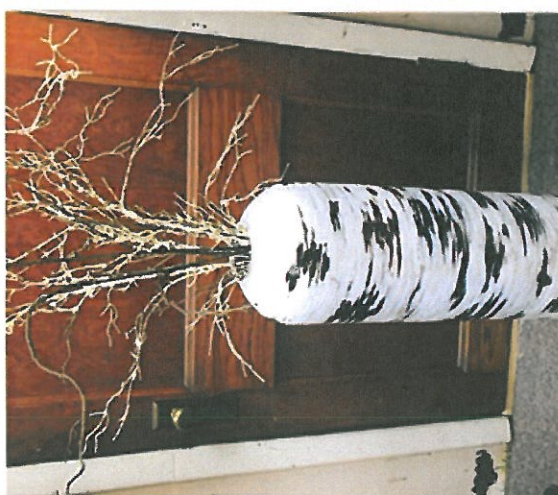
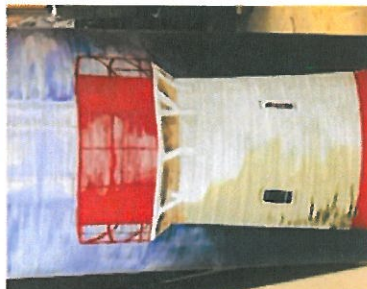
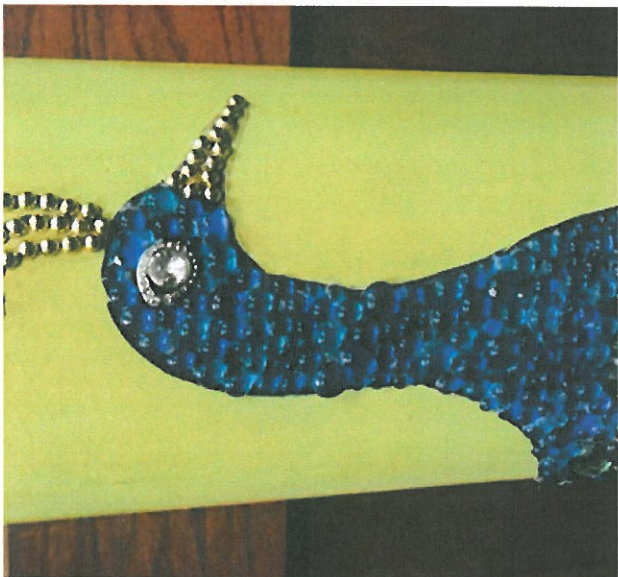
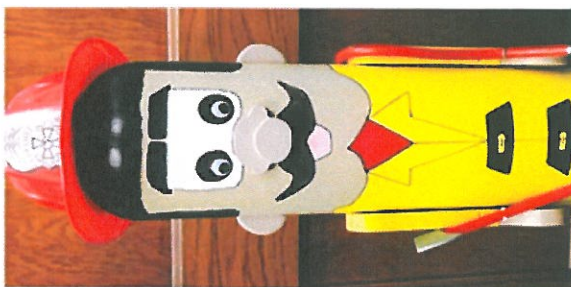
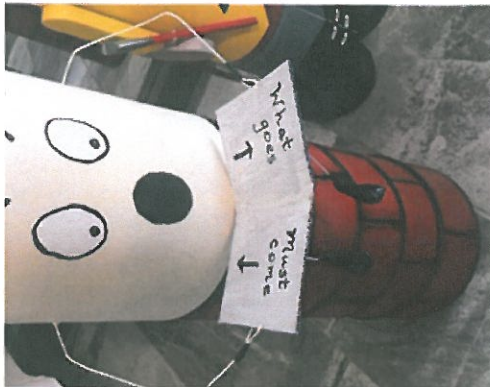
Thank you for your time and consideration.

Respectfully submitted,

Isabella Santoro,

L.E.T.'s Center Board Member and Chairperson of the Fundraising Committee

With the support of the Washington Paws & More animal shelter







WASHINGTON • IOWA • SATURDAY • APRIL 22, 2017

Location: YMCA on the Square
110 South Iowa Avenue
Washington, Iowa 52353



GetMeRegistered.com
SECURE ONLINE REGISTRATION

All Races Start Time: 8am

getmeregistered.com/KewashTrailRun

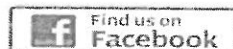
Age Group Awards: Male & Female 18 & under, 19-29, 30-39, 40-49, 50-59, 60+
Overall Male & Female awards given, plus top one in each group

Questions: Contact Michelle Driscoll driscoll.ml@gmail.com 319-461-2431
Shawn Loy sloy@highland.k12.ia.us 319-461-1395

Mail registration form and checks payable to: (note: different than start location)

YMCA of Washington County @ 121 E Main St. Washington, Ia. 52353

Lodging Availability: Riverside Casino, 3184 Iowa 22, Riverside 319-648-1234
Home Town Inn, 119 Westview Drive, Washington 319-653-6621
Hawkeye Motel, 1320 West Madison Street, Washington 319-653-7510



Kewash Trail Half Marathon

KEWASH TRAIL HALF MARATHON & 5K 10K RUN 2017

First Name _____ **Last Name** _____

Parent Name (If under 18) _____

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Phone # _____ **Email** _____ **Age on day of race:** _____

Gender: (Circle One) M / F **T-Shirt Size** (Circle One) **Woman Shirt** **Male Shirt** S M L XL XXL

(suggest sizing up one size for women's cut runs small)

Registration fees through April 7: \$50 for half marathon. \$30 for 10K \$20 for 5K run

Race Day Registration and after April 7: \$60 for half marathon. \$40 for 10K \$30 for 5K run

Wavier: I certify to the best of my knowledge that I am physically fit and have no medical condition that could likely worsen by participation in this event. I am fully aware and assume all risks associated with participation in this event. I am fully aware that the race is run on public streets and the Kewash Trail and that limited traffic control will be provided and that participation could be hazardous. I understand running with headphones, dogs, and strollers is considered hazardous to my safety and sponsoring organizations and entities have recommended against it. In participating with headphones, dogs, strollers, etc., I assume responsibility for the risks involved. In consideration of this entry, I hereby for myself, my heirs, executors, assigns and administrators, waive and release all rights and claims against the race committee, YMCA of Washington County, City of Washington, Washington County, officials and volunteers associated with the race and event, their representatives, successors and assigns for any injuries incurred by me during, because of, or in travel to or from race or event.

Signature: _____
(if under 18 years of age, parent or legal guardian)

Police Support needed for :

E. main / 2nd

E. 5th / 2nd

W. 5th / ~~2nd~~ main

need for 8am - 8:15am

Hwy 1 - for the duration of run 8:am ~ 11am

newspaper

Kewash 5K

April 22nd

Race Start & End

community
Washington...

Hometown Inn & Suites

W Main St

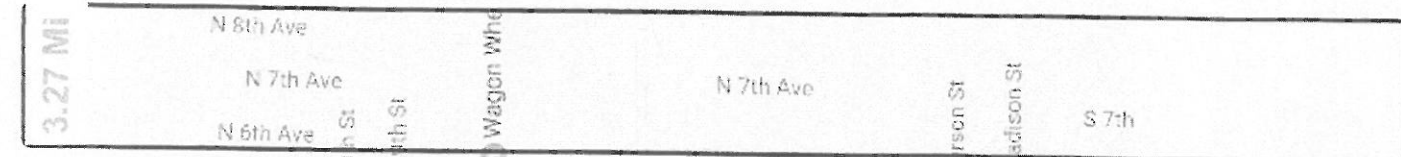
W Madison St

W Madison St

W Monroe St

Hy-Vee

1st



Google

Map Report a map error

newspaper

Keweenaw IBK

April 22nd
Race starts @ 5am

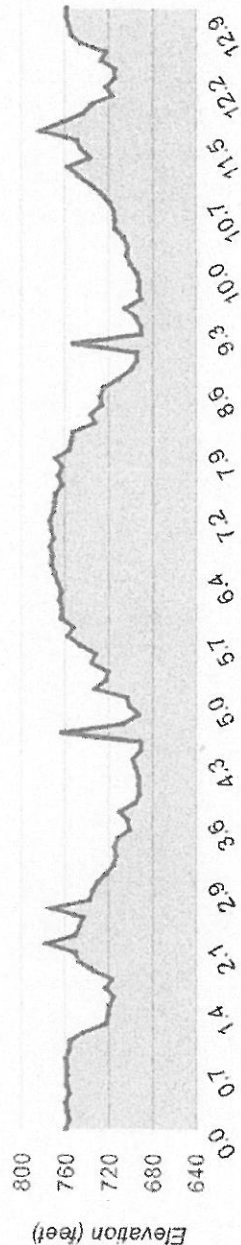
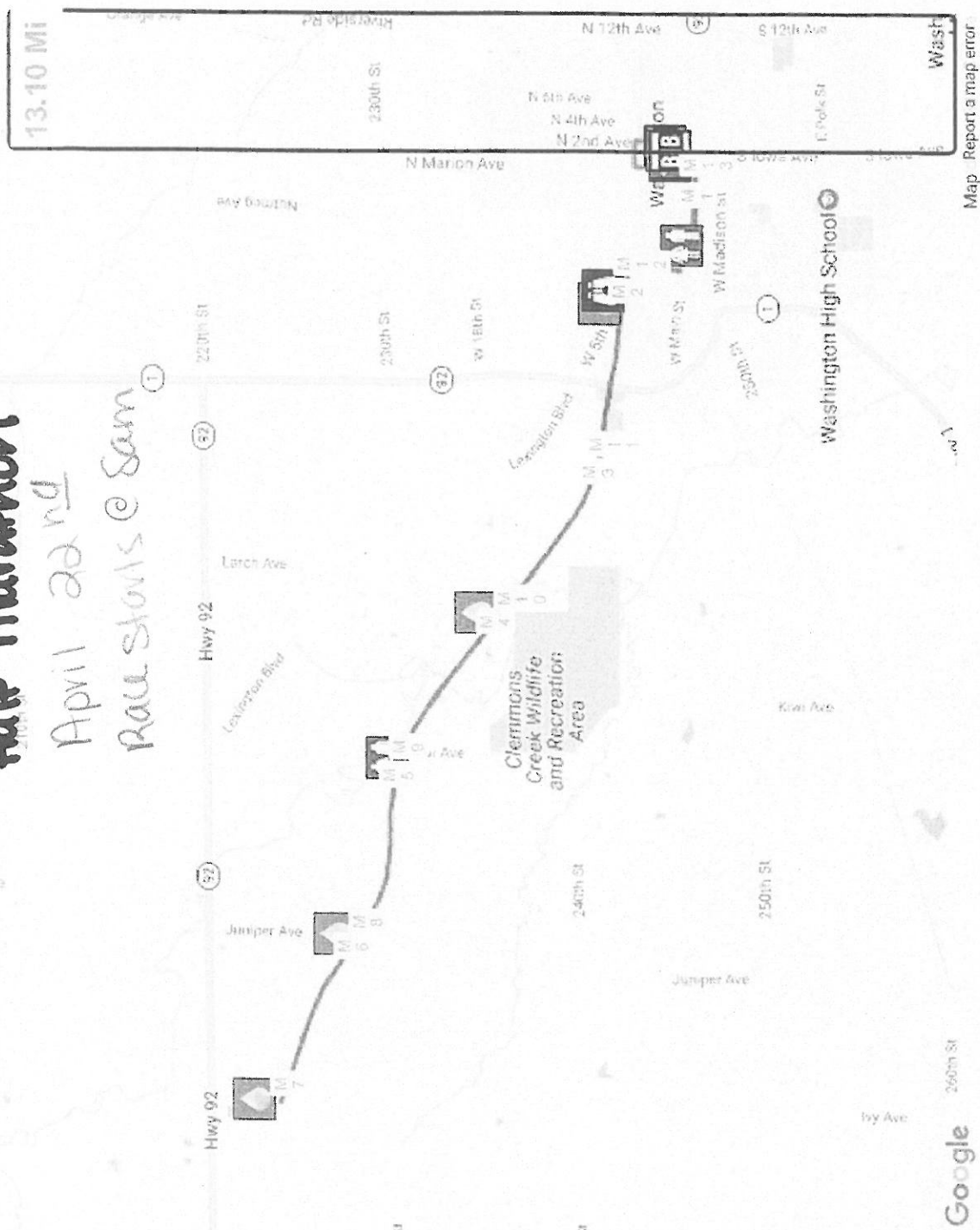


Elevation (feet)

МОНГОЛЫН ХАТ

April 22 1952

Paul Stovis © Sam ①



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



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

Memorandum

February 16, 2017

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

From: Brent Hinson
City Administrator

Re: Cemetery Capital Purchases

Nick has put together quotes on purchase of a hydro-seeder, Elm Grove office roof replacement, and purchase of a mower. All of these items are in the FY17 budget, and all of the quotes we received are under the budgeted amount. Nick has done a good job explaining the purchases in the attachments, so I won't try to duplicate that, but for your information, here is a comparison of budgeted vs. actual/proposed price:

<u>Item</u>	<u>Budget</u>	<u>Actual/Proposed</u>
Hydro-seeder (shared with M/C Department)	\$4,362	\$2,545
Elm Grove Office Roof Replacement	\$6,000	\$5,400
54" Rear Discharge Mower	\$8,526	\$5,774.25 (includes trade)

Thanks to Nick for a very thorough job in examining these purchases. I recommend approval of all three of them.

City of Washington

Elm Grove & Woodlawn Cemetery

Elm Grove & Woodlawn Cemetery would like to request City Council's consideration for purchase of a new 100 gallon hydro seeder for lawn seeding. This unit will be shared with M/C as well. The unit is skid mounted so it will fit in a pickup or gator for better mobility and ease of use. The unit comes with 100' of hose and 3 nozzles for different spray patterns. We have sent out for bids for a new 100 gallon hydro seeder to three dealers.

The lowest bid received meeting all specifications was Epic Manufacturing of Greenwood, Delaware. The other bids received were from Turbo Technologies (Beaver Falls, PA) and Tank Depot (Pompano Beach, FL).

Epic Manufacturing:	\$2,295.00 + \$250.00 (freight) = \$2,545.00
Turbo Technologies:	\$2,295.00 + \$374.22 (freight) = \$2,669.22
Tank Depot:	\$2,399.99 + \$267.41 (freight) = \$2,667.40

If you have any questions, please feel free to contact me. I will be happy to answer any questions that you may have. Thank you for your consideration.

Sincerely,

Nicholas Duvall

Cemetery Sexton

Elm Grove & Woodlawn Cemetery

319-653-3927 Office

319-461-1490 Cell

nduvall@washingtونيowa.net

City of Washington

Elm Grove & Woodlawn Cemetery

Elm Grove & Woodlawn Cemetery would like to request City Council's consideration for replacement of the roof of the office at Elm Grove Cemetery. We send out bid requests for replacement of the roof either in shingles, or steel and received 4 bids for shingles and 2 bids for steel. The contractors were all local, 3 from Washington (Hagans, Bell's, BW) and the other was from Riverside (Brenneman).

The lowest bid received for shingles was Brenneman Builders. The lowest bid for steel was also Brenneman Builders. The two whom bid steel, also gave us the option of adding 1" x 4" wood strips over the existing roof to separate the steel from shingles. It is my recommendation to go with steel since the cost is basically the same, but life span is much better with steel.

<u>Shingles (Remove and Replace)</u>		<u>Steel Roofing</u> (W/ 1"x4")	
Brenneman Builders:	\$4,500.00	\$4,700.00	+\$700.00
Hagans Home Repair:	\$4,700.00		
BW Construction:	\$4,900.00	\$5,100.00	+\$900.00
Bell's Home Improvement:	\$5,621.50		

If you have any questions, please feel free to contact me. I will be happy to answer any questions that you may have. Thank you for your consideration.

Sincerely,

Nicholas Duvall

Cemetery Sexton

Elm Grove & Woodlawn Cemetery

319-653-3927 Office

319-461-1490 Cell

nduvall@washingtioniowa.net

City of Washington

Elm Grove & Woodlawn Cemetery

Elm Grove & Woodlawn Cemetery would like to request City Council's consideration for purchase of a new zero turn lawn mower for use in Elm Grove & Woodlawn Cemetery. We have sent out for bids for a new zero turn lawn mower (Hustler X-One), with 54" rear discharge deck, gasoline air cooled engine, suspension seat, flex fork front suspension, and minimum 6 gallon fuel tank. We will be trading in a Kubota ZD321-54 with approximately 3100 hours on it. We sent bids to closest eight Hustler dealers in Iowa and received three bids back.

The lowest bid received meeting all specifications was Lengachers Small Engine from Keosauqua, Iowa. The other bids received were from The Shack (Ainsworth) and Muscatine Lawn and Power (Muscatine). We also sent bid requests to Mowers Plus (Wellman), Jan's Small Engine & Repair (North Liberty), Fat Guys Motorsports (Lisbon), Phil's Auto Body (New Sharon), and Fast City (Oxford).

Lengachers Small Engine: **\$8,274.25 - \$2,500.00 (trade in value) = \$5,774.25**

The Shack: **\$7,554.98 - \$1,000.00 (trade in value) = \$6,554.98**

Muscatine Lawn And Power: **\$8,457.90 - \$1,250.00 (trade in value) = \$7,207.90**

If you have any questions, please feel free to contact me. I will be happy to answer any questions that you may have. Thank you for your consideration.

Sincerely,

Nicholas Duvall

Cemetery Sexton

Elm Grove & Woodlawn Cemetery

319-653-3927 Office

319-461-1490 Cell

nduvall@washingtoniowa.net

2-16-17

Cahoy Invoice for Well 6

The recent invoice that we received from Cahoy was for the work they recently completed to take all of the existing equipment out of Well 6 so the recasing project can start. The City never purchased the drop pipe, motor, or pump when it was installed last summer under emergency circumstances. Cahoy has a standard rate for renting equipment and that is reflected in the invoice. Nothing in the invoice includes work from last summer. This is strictly for the work they performed in January of this year and for the rental costs for the time period in which the equipment was installed.

Chad McCleary

Water Dept. Supt.

Cahoy Pump Service, Inc.

24568 150th Street
24568 150th Street
Sumner, IA 50674
Phone: 563-578-1130

Invoice

Date	Invoice #
1/13/2017	24473

Bill To
Washington Municipal Water Department Attn.: Mr. Chad McCleary P O Box 516 215 East Washington Street Washington, IA 52353

P.O. No.	Terms	Project
Per Proposal	Net 30	

Quantity	Description	Rate	Amount
	WELL NO.: 6 CAHOY JOB #: 16055		
	1. Monthly rental rate March to June	0.00	0.00
	2. Monthly rental rate July through December - 6 months @ \$3,700.00 per month	22,200.00	22,200.00
	3. Partial rent for January - 11 days @ \$122.00/day	1,342.00	1,342.00
	4. Mobilization & field crew labor to remove equipment - 3 man crew, 17.5 hours @ \$282.00/hr	4,935.00	4,935.00
	5. Per Diems - 3 @ \$135.00 each	405.00	405.00
	SUB TOTAL: \$28,882.00		
	LESS: Credit on equipment	-1,342.00	-1,342.00
	600-6-8010-6350 Initials <u>CM</u> EXP. _____ Vender # _____ Date Rec. _____ Due Date _____ Inv # _____		
		Total	\$27,540.00

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



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

Memorandum

February 16, 2017

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

From: Brent Hinson
City Administrator

Re: Fuel Pumps at M/C Shop

In the FY17 budget, Council approved \$25,000 for the replacement of the fuel pumps and improvements to the cardtrol system at the M/C shop. All of our City-owned vehicles utilize these pumps. Significant investments were made in past years to add DNR-required containment, and the tanks themselves are in good shape. However, the key system we have is very antiquated and somewhat difficult to use. We would like to go to a computerized system to better track our fuel and generally manage our fleet.

We did have the Washington County Engineer approach us on the idea of partnering on a joint fuel farm, and have met on this topic. They would not need immediate upgrades to their fuel farm, but likely would have some on the horizon that we would need to partner in terms of cost. They also would charge an administration fee on every gallon pumped.

Despite the lower upfront cost of working with the County, we feel that with the higher level of convenience, the investments that have already been made in our fuel tanks, and the ability to manage fuel additives to our mechanic's specifications to get the best longevity out of our vehicles for the type of usage they receive that it is a much better move to spend the relatively small amount of money to upgrade our own system. I have advised the County Engineer that our staff would be recommending that the City go this way.

We solicited three quotes for these improvements:

<u>Vendor</u>	<u>Location</u>	<u>Quoted Price</u>
Agriland FS	Washington	\$13,567.00
Acterra Group	Marion	\$18,545.00
Seneca Companies	Davenport	\$23,420.76

We recommend approval of the quote from Agriland FS. They have the double benefit of being the low and the local quote.

JJ and our mechanic, Zach Wibstad, will be at the meeting to answer any questions you may have.



**Fuel Mgmt System Quote
2/16/2017**

PV100- 2 pump Fuel Mgmt System			
Description	\$ Each	Qty	Total
PV100 w/Installation & Training (All Electrical included)	\$8,213.00	1	\$8,213.00
Pulser	\$150.00	2	\$300.00
2 Pumps w/meters	\$2,233.00	1	\$2,233.00
Filter Assy & Piping	\$2,821.00	1	\$2,821.00
Total Cost			\$13,567.00

*Tax not included

Additional Options

Description	\$ Each	Qty	Total
Dispenser Cabinet	\$854.00	2	\$1,708.00



PO Box 160
Marion, IA 52302-0160
t. 319.377.6357
f. 319.377.0075
tkenney@acterragroup.net
www.acterragroup.com

QUOTE # QUO-4480-W4B8X3

Bill To City of Washington
215 East Washington
Washington, Iowa 52353

Ship To City of Washington
515 East 6th Street
Washington, Iowa 52353
Attention: Tim Kleese

Date	February 14, 2017	Customer ID	93780	Terms	25% Down / Net 10 days
Phone	(319) 653-2947	Quoted By	Tony Cooper	Email	tkleese@washingtioniowa.net
Fax	-	Salesperson ID	Tom Kenney		

In response to your request we are pleased to quote as follows:

SCOPE OF WORK: Provide and install (1) New Fuelmaster Fuel Management System to replace the existing keytrol system. This proposal includes the installation of (2) new pulsers on the existing pumps.

ELECTRICAL SCOPE OF WORK: Remove (1) dispenser and install (1) FuelMaster with wireless communication to building and wiring to connect (2) suction pumps. Proposal assumes that existing conduit and wiring to the current dispensers is adequate for the new system.

COMMERCIAL DISPENSERS

Qty	Part #	Mfg Part #	Description
2	WEC880020	MR1-110-SO-A	Pulser For Fillrite Meter, Single Output

FUEL MANAGEMENT SYSTEM

Qty	Part #	Mfg Part #	Description
1	1310	FMU-2500PLUS	Fuelmaster Prokee® Master Unit
1	1310	50011	FuelMaster Plus Windows Software
1	FMS100030	941H0219	Deliberant Install Kit; (1)941H0218 & (1) 941H0218A)
40	1310	172405	Fuelmaster Prokee®- Black Only
1	1310	941D0120	Fuelmaster Prokee ® Encoder, Usb

ACTERRA LABOR

Description
Labor to install card reader
Labor to install software
Labor to start-up and test system
Labor to train customer

COMPANY EQUIPMENT

Description
Laptop Computer

ACTERRA ELECTRICAL

Description
Electrical

FREIGHT	Description
---------	-------------

Fuel management system freight-in

MISCELLANEOUS	Description
---------------	-------------

TERMS: Standard payment terms are NET 10 DAYS unless other terms are specified above. This sale is subject to the Standard Terms & Conditions policy. A copy of the policy is available upon request. One and one-half (1-1/2%) per month finance charge will be due on all past-due balances. Purchaser is required to pay all legal fees, court costs & expenses required to collect the amount due hereafter. The prices, payment terms, specifications and conditions of this proposal are satisfactory, and are hereby accepted. Purchaser is responsible for all sales, use and governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to the work as specified. Seller may revoke this proposal before acceptance.

PROJECT COST SUMMARY	QUO-4480-W4B8X3
TANK(S)	-
TANK ACCESSORIES	-
RETAIL DISPENSERS	-
COMMERCIAL DISPENSERS	304.51
DISPENSER ACCESSORIES	-
FUEL MANAGEMENT SYSTEM	8,830.56
INTERCOM SYSTEM	-
TANK MONITOR	-
SUBMERSIBLE PUMPS	-
ISLAND FORMS	-
CANOPY & LIGHTING	-
PIPE & ACCESSORIES	-
Equipment Total	9,135.07
Installation Total	9,409.93
Applicable Taxes	-
PROJECT TOTAL	\$ 18,545.00
	<i>Plus Applicable Taxes</i>

We appreciate the opportunity of quoting on this requirement and hope we may be favored with this order.

Seneca Fuel Pumps Quote

EQUIPMENT

DISPENSING EQUIPMENT

- | | |
|---|--|
| 1 | FillRite FR313V 32 GPM Super High Flow Pump Diesel with Anti Siphon Valve |
| 1 | FillRite FR303V 20 GPM High Flow Pump Gas with Anti Siphon Valve |
| 2 | FillRite FR902CRU Compact Meter Cabinet with Mech Display and Solenoid Valve |

DISPENSING EQUIPMENT TOTAL	\$4,506.05
----------------------------	------------

POS/SITE CONTROL SYSTEMS

- | | |
|----|--|
| 1 | 20-8057 PetroVend FSC 3000 Site Controller |
| 1 | 20-7079 Wireless PetroNet |
| 1 | K800-HFIT-2 Hybrid Card Reader 2 Hose- ChipKey Reader |
| 1 | 20-4124 Pocket Weather Shield |
| 75 | 20-4120 Chip Keys |
| 1 | 20-6180 Phoenix SQL Lite Software |
| 1 | 20-6180-03 Factory Direct Training on Phoenix SQL-required |
| 1 | 20-8039 Chip Key Encoder |

POS/SITE CONTROL SYSTEMS TOTAL	\$11,793.35
--------------------------------	-------------

DISPENSING ACCESSORIES

- | | |
|---|---|
| 2 | 521KR-1216 Universal Shear U Clamp Anchor |
| 2 | 522RFS-15 Universal Shear Valve |
| 2 | 800F Pulsar |

DISPENSING ACCESSORIES TOTAL	\$1,019.40
------------------------------	------------

PIPING MATERIALS

8	G190 Galvanized 90 Elbow 1"
6	G1 Union
24	G1 PIPE- 1" Galvanized Piping
12	1 1/4 " Galvanized Pipe
4	1x1 1/2 Bushing
6	1xClose Nipple Galv
1	Misc Piping and Anchors

PIPING MATERIALS TOTAL \$315.53

EQUIPMENT TOTAL \$ 17,634.33

INSTALLATION

PROPOSED SERVICES TO BE PERFORMED BY
SENECA

Removal of existing dispensing equipment
Installation of new pumps and meters
Installation of PetroVend System and Training

LABOR AND MATERIAL TOTAL \$ 5,391.99

NOT INCLUDED IN THIS PRICE

Electrical installation of PetroVend System and Pumps
Concrete Pad for Reader is not included by Seneca- Site
must pour pad

Ethernet Cables from Server to electrical room or
location of wireless repeater on building is not supplied
by Seneca- Site must run cable to locations prior to
install

Seneca will supply Meter Cabinet but site will need to
fabricate a stand for unit to sit on

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2017 - ENDING JUNE 30, 2018

City of Washington, Iowa

The City Council will conduct a public hearing on the proposed Budget at 120 E. Main Street

on 3/7/2017 at 6 pm
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 15.82079

The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

319-653-6584
phone number

Kelsey Brown
City Clerk/Finance Officer's NAME

		Budget FY 2018	Re-estimated FY 2017	Actual FY 2016
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,477,181	3,460,892	3,414,053
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,477,181	3,460,892	3,414,053
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	257,820	197,528	219,550
Other City Taxes	6	872,158	800,000	805,866
Licenses & Permits	7	122,375	124,300	148,229
Use of Money and Property	8	158,065	151,226	131,757
Intergovernmental	9	2,715,978	3,085,112	1,552,211
Charges for Fees & Service	10	5,091,797	4,936,657	4,620,522
Special Assessments	11	30,000	36,000	27,309
Miscellaneous	12	336,991	409,003	934,594
Other Financing Sources	13	6,920,630	1,279,370	3,831,132
Transfers In	14	7,396,185	5,453,072	7,480,769
Total Revenues and Other Sources	15	27,379,180	19,933,160	23,165,992
Expenditures & Other Financing Uses				
Public Safety	16	1,885,460	1,855,966	1,747,302
Public Works	17	1,309,041	1,451,799	1,271,395
Health and Social Services	18	0	0	0
Culture and Recreation	19	872,399	850,434	859,313
Community and Economic Development	20	69,666	39,291	32,302
General Government	21	1,104,693	994,531	867,445
Debt Service	22	1,231,668	1,243,146	2,217,056
Capital Projects	23	5,007,471	2,808,711	2,739,204
Total Government Activities Expenditures	24	11,480,398	9,243,878	9,734,017
Business Type / Enterprises	25	10,505,833	8,384,774	6,022,394
Total ALL Expenditures	26	21,986,231	17,628,652	15,756,411
Transfers Out	27	7,396,185	5,453,072	7,480,769
Total ALL Expenditures/Transfers Out	28	29,382,416	23,081,724	23,237,180
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-2,003,236	-3,148,564	-71,188
Beginning Fund Balance July 1	30	4,131,048	7,279,612	7,350,800
Ending Fund Balance June 30	31	2,127,812	4,131,048	7,279,612

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



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

Memorandum

February 16, 2017

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

From: Brent Hinson
City Administrator

Re: South 15th Avenue Street Project/Residential Subdivision

We are ready for the next step on the project, which is finalizing a written development agreement with the property owners. The attached has been prepared by Kevin and by Doug Ruppert, the attorney for Dr. & Mrs. Nacos.

If you approve the resolution, you will hold the public hearing and consider approval of the agreement at the March 7 meeting.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR A PUBLIC MEETING AT WHICH IT IS
PROPOSED TO ENTER INTO A PROPOSED DEVELOPMENT AGREEMENT WITH
DAVID G. AND LISA M. NACOS

WHEREAS, the City proposed to enter into a Development Agreement (the “Agreement”) with David G. and Lisa M. Nacos (the “Developer”) in connection with the development of building lots for housing construction in the City; and

WHEREAS, to this end the Agreement has been negotiated between the City and the Developer; and

WHEREAS, it is now necessary to set a public hearing for a public meeting receive input and comments about the proposal to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Washington County, Iowa, as follows:

1. That the City Council will hold a public hearing at 6:00 p.m. on Tuesday, March 7, 2017, at the Council Chambers, Former Public Library, in the City, at which time the City will take comments and input regarding the proposal to enter into the Agreement with David G. and Lisa M. Nacos.
2. That the notice to be published in the Washington Evening Journal shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF A
DEVELOPMENT AGREEMENT WITH DAVID G. AND LISA M. NACOS

The City Council of the City of Washington, Iowa, will meet at the Council Chambers, at the Former Public Library, 120 E. Main Street, on the 7th day of March, 2017, at 6:00 o'clock p.m., at which time and place a public hearing will be held on the proposal to enter into a Development Agreement between the City and David G. and Lisa M. Nacos, in connection with the development of building lots for housing construction in Washington.

The Agreement involves City infrastructure investment to assist in the development of the lots.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve said Development Agreement or may abandon the proposal.

This notice is given by order of the Washington City Council.

/s/ _____
Illa Earnest, City Clerk

Section 3. All resolutions or parts of resolution in conflict herewith are hereby repealed.

Passed and approved this 21st day of February, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") entered into on this ____ day of _____, 2017, by and between the City of Washington, Iowa, a municipal corporation, (the "City"); and David G. Nacos and Lisa M. Nacos, husband and wife, (the "Developer").

RECITALS:

1. City, in the interest of economic development, desires that more buildable lots be made available in the community for the development of additional new housing units.
2. The Developer is the owner of certain real property legally described on Exhibit "A" attached to this Agreement and incorporated herein by this reference (the "Development Property").
3. The Developer is willing and desires to subdivide (the "Project") the Development Property subject to the terms and provisions of this Development Agreement.
4. Chapters 15A and 403, Code of Iowa (2015), authorizes City to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons to incentivize them and as a direct result create economic development and overall benefit for the community.
5. As a result of the foregoing, City agrees that in exchange for Developer subdividing the Development Property and creating the residential building lots described herein, City shall arrange and be responsible for the construction of the improvements described subsequently herein.

IN CONSIDERATION of the foregoing, the mutual obligations of the parties hereto, each party to this Development Agreement does hereby covenant and agree with the other as follows:

A. Covenants and Obligations of the Developer.

1. The Developer agrees to hire a licensed professional engineer to design the subdivision, and further agrees that the preliminary subdivision plat, which will consist of no less than eight (8) nor more than twelve (12) residential building lots, will be presented to the Washington, Iowa, Planning & Zoning Commission for consideration no later than April 1, 2017 or at such subsequent date as mutually approved by the City Administrator and Developer.

2. The Developer agrees that they are responsible for all costs and expenses related to the approval and development of the subdivision lots other than those costs and expenses to be paid by the City for the improvements more specifically set forth and described in Section A, Paragraph 1, of this Development Agreement and referred to as "Street Project."

Developer further agrees that subject to the contingencies set forth in Section A, Paragraph 6, the final plat for the subdivision shall be recorded and subdivision lots shall be available for sale to the public on or before December 31, 2018.

3. Developer shall work and cooperate with the City and Garden Associates, Ltd. ("Garden"), City's engineering firm, to ensure that the construction plans are drafted to ensure orderly development of the Street Project, in coordination with Developer's subdivision proceedings.

4. The Developer, after completion of the Street Project by the City, expressly agrees to use commercially reasonable efforts to market the Project for the construction of single-family homes to area home-builders or other individuals wishing to purchase a lot for the purpose of single-family home construction.

5. In lieu of a special assessment for the Street Project, Developer agrees to pay to City \$2,000 at or before the closing for the sale of each subdivision lot sold by Developer.

6. In the event that the Developer breaches its duty to final plat and market the Project in accordance with this Section (A), Developer agrees to reimburse the City for any and all costs, including reasonable attorneys' fees and costs, necessary to construct the Street Project, which will include, but not be limited to, engineering and construction costs. Developer also agrees that in the event of a breach as described herein, interest will accrue from the date of the complete execution of this Agreement at an amount of 6% per annum.

7. Developer covenants and obligations as set forth in this Section A are expressly subject to and contingent upon City approval of the subdivision of the Development Property and payment for and completion of the Street Project as described in this Agreement.

B. City Obligations.

1. City agrees, at its cost and expense, to pay for and to take all actions necessary to complete the construction and installation of the following improvements on the Development Property:

a. Concrete paving thirty-one (31) feet in width on a new portion of South 15th Avenue located between East Madison Street and East Adams Street; and

b. Water mains, sanitary sewers, storm sewers, utility installations and sidewalk improvements along/underneath the new portion of South 15th Avenue.

The above-described improvements collectively referred to herein as "Street Project."

The City also, at its cost and expense, shall enter into an agreement with Garden to provide the engineering services necessary to construct and install the Street Project. .

2. After consultation with the Developer and approval by the City Council to construct the Street Project, the City shall cause the letting of the Street Project in accordance with Iowa law and construct the Street Project no later than July 1, 2018. All costs for the construction of the Street Project shall be borne by the City, although the City retains the right to specially assess adjacent property owners for a portion of the improvements, as per Iowa Code Chapter 384.

3. The City shall include the Project in an urban renewal area for reimbursement of certain costs from the increment generated from the Project.

4. The City agrees to waive special assessment to the Developer for the Street Project in consideration of the \$2,000 per lot reimbursement referenced in Section A(5) of this Agreement.

5. The City agrees to include paving of any street stubs to adjacent properties as a bid alternate for the Street Project, as coordinated with the Developer and subject to the timely filing of the preliminary plat as referenced in Section A(1).

C. Administrative Provisions.

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. The Developer may, however, unilaterally assign this Agreement to a limited liability company or corporation controlled by the Developer. The Developer shall provide a copy of any such assignment document to the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

4. If the City Council does not formally approve the Street Project for its street program by March 15, 2017, the Developer and City expressly agree that this Agreement shall become null and void without and that each party recognizes that it is relieved of all duties and obligations under this Agreement.

5. If either party to this Agreement is in default, the other party shall provide written notice to the other party of said default at the address provided above, giving the other party thirty (30) days to cure said default. In the event that the default is not cured within said thirty (30) days, then the non-breaching party may take any and all action necessary to enforce the terms of this Agreement.

The City and the Developer have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

Developer:

City of Washington:

David G. Nacos

Sandra Johnson, Mayor

Lisa M. Nacos

ATTEST:

Illa Earnest, City Clerk

Exhibit A: Legal Description of Property

Auditor's Parcel L, 4.989 acres, as shown in Plat Book 22, Page 244, in the South Half (S1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) in Lot F of the Auditor's Subdivision of the Southwest Quarter (SW1/4) of Section Sixteen (16), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, in the City of Washington; in Washington County, Iowa; subject to easements and restrictions of record.

RESOLUTION NO. _____

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

WHEREAS, the City of Washington has determined that the Former Public Library building, 120 East Main Street, Lot 8, Block 9, Original Plat, SW ¼ excluding West 50 feet of town, now City of Washington, Washington County, Iowa (exact legal description to be obtained from abstract of title) is surplus and wishes to dispose of that property; and

WHEREAS, the City has received an offer from LARME, LLC on the property, and in the absence of other offers following public marketing for a period of 8 months, wishes to proceed with the sale; and

WHEREAS, a public hearing on the proposed sale was held on February 21, 2017, as previously set by the City Council and published under Iowa law.

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

Section 1. On behalf of the City of Washington, the Mayor shall contract to sell and shall Deed the above-mentioned real estate to the party named therein and for the sum-listed to LARME, LLC in the amount of \$111,000, subject to the terms and contingencies listed in the attached Real Estate Purchase Agreement.

Section 2. The City Clerk shall co-sign all such contracts and deeds. The deed shall be available 30 days after the date of this Resolution unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such fact to be noted on the official record of this Resolution.

PASSED AND APPROVED this 21st day of February, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

PUBLIC NOTICE

The City of Washington will hold a public hearing at 6:00 P.M., Tuesday, February 21 in the council chambers at 120 E. Main Street, regarding the City's intent to sell as per terms of an offer received for the Former Public Library Property, 120 E. Main Street. The public is invited to attend this public hearing.



RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

This form approved by the Iowa City Area Association of REALTORS®



Date of Agreement February 17 2017

TO City of Washington, Mayor Sandra Johnson
City of Washington, Clerk Illa Earnest

(SELLERS:)

1. **REAL ESTATE DESCRIPTION.** The undersigned BUYERS hereby offer to buy real estate in Washington County, Iowa, locally known as: 120 E. Main St. Washington, IA. and FOLLOWING THE LEGAL DESCRIPTION CONTAINED IN THE TITLE DOCUMENT BY WHICH THE SELLER RECEIVED TITLE TO THE PROPERTY, SUBJECT TO APPROVAL OF BUYER'S ATTORNEY, or described as follows:
As written in the abstract

with any improvements located there on, easements of record and appurtenant servient estates, and subject to the following: (a) any zoning and other ordinances; (b) any covenants of record; (c) any easements of record for public utilities, roads and highways; and (d) (consider: liens, other easements, interests of others) designated the Real Estate; provided BUYERS, on possession, are permitted to make the following use of the Real Estate: commercial purposes

☐ If applicable, see HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION/COMMON INTEREST COMMUNITY ADDENDUM (HOA).

2. **PURCHASE PRICE.** The Purchase Price shall be \$ One hundred eleven thousand and 00/100 dollars and the method of payment shall be as follows: \$ 5,000.00 with this offer to be deposited upon acceptance of this offer, in the trust account of Elliott Realty Group Trust

to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any, and the balance of the purchase price as designated below.

Select: (A) (B) and/or (C) or (D)

A. ☒ **NEW MORTGAGE:** Check ☒ (CONV) ☐ (FHA) or ☐ (VA)

This Purchase Agreement is contingent upon the BUYERS obtaining a written commitment for a first real estate mortgage for 80% of the purchase price with interest on the promissory note secured thereby of not more than 4.75% amortized over a term of not less than XX years, with a balloon due date of not less than XX years. BUYERS agree to pay no more than XX% for loan origination fees and points, and to pay in addition all other customary loan costs. BUYERS agree upon acceptance of this offer to immediately make application for such mortgage with a commercial mortgage lender and to exercise good faith efforts to obtain a mortgage commitment as above provided. Upon receiving written loan commitment, (supported by the lender's required appraisal), BUYERS shall release this contingency in writing. If BUYERS have not delivered a written financing contingency release containing the above terms, or terms acceptable to BUYERS on or before March 17, 2017, at 3:00 (☐ A.M. ☒ P.M. ☐ Noon) either SELLERS or

BUYERS may declare this Purchase Agreement null and void and all payments made hereunder shall be returned. BUYERS shall pay the balance of the purchase price at the time of the closing by combination of BUYERS' personal funds and the net mortgage proceeds.

B. ☐ **CASH:** BUYERS will pay the balance of the purchase price in cash at the time of closing. This Purchase Agreement is not contingent upon BUYERS obtaining such funds.

C. ☐ **OTHER FINANCING TERMS:**

D. ☐ If a Mortgage Assumption, Installment contract Assumption, or Installment contract Sale, see attached addendum.

3. **POSSESSION.** If BUYERS timely perform all obligations, possession for the Real Estate shall be delivered to BUYERS on May 2, 2017 with any adjustments of rent, taxes, insurance, interest, and other applicable matters to be made as of the date of transfer of possession. Closing of the transaction shall occur after approval of title and vacation of the premises by the SELLERS, in the condition ready for BUYERS' possession. Possession shall not be delivered to the BUYERS until completion of the closing, which shall mean delivery to the BUYERS of all title transfer documents and receipt of the purchase price funds then due from BUYERS. If by mutual agreement the parties select a different possession or closing date, they shall execute a separate agreement setting forth the terms thereof.
4. **REAL ESTATE TAXES.** SELLERS shall pay all real estate taxes which are due and payable, as of the date of possession, and constitute a lien against the above described Real Estate and any unpaid real estate taxes for any prior years. Except for the tax proration hereinafter set forth, BUYERS shall pay all subsequent real estate taxes. SELLERS shall also pay a prorated share, based on the date of possession, of the real estate taxes for the fiscal year ending June 30, 2017, and payable in the fiscal year commencing July 1, 2017, based upon one of the following formulas: Select (A) or (B).

A. ☐ Net taxes payable in the current fiscal year in which possession is given to BUYERS. (Do not select this alternative if the current year's taxes are based upon a vacant lot or partial construction assessment.)

B. ☒ An amount calculated based upon the assessed valuation, legislative tax rollback, and real estate tax exemptions that will actually be applicable to and used for the calculation of taxes payable in the fiscal year commencing July 1, 2017. If, at the time of closing, the tax rate is not certified, then the most current, certified tax rate shall be used.

5. **SPECIAL ASSESSMENTS.** Select: (A) or (B)

A. ☒ SELLERS shall pay all special assessments which are a lien on the Real Estate as of the date of closing.

B. ☐ SELLERS shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof. All other special assessments shall be paid by BUYERS.

Buyers' Initials CA Seller's Initials _____ Acknowledge they have read this page.

Page 1 of 4

6. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, automatic garage door openers and transmitter units, all drapery rods and curtain rods, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners (unless water softener is rental), automatic heating equipment, air conditioning equipment, wall-to-wall carpeting, mirrors attached to walls or doors, fireplace screen and grate, attached barbecue grills, weather vane, all built-in kitchen appliances, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and also including the following: As property sits with the exception of some personal property that will be negotiated before closing

Each of the above included items is a fixture that integrally belongs to or is a part of the Real Estate. In the event any of the above items are characterized as personal property, such personal property items are not considered a part of the Real Estate and shall be transferred with no monetary value, free and clear of all liens and encumbrances.

The following items shall be excluded:

7. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Real Estate to BUYERS or their assignees, by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in 1(a) through 1(d). Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of SELLERS continuing up to time of delivery of the deed.

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

9. **CONDITION OF PROPERTY.**

A. The property as of the date of this Purchase Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. The SELLERS warrant that the heating, electrical plumbing, and air conditioning systems, well (if applicable) and all included appliances will whether subject to inspection set forth hereinafter or not, be in good working order and condition as of the date of delivery of possession. In determining whether or not the warranted systems are in good working condition and, for the purpose of inspecting the property as outlined in Paragraph 9B (1) of this Purchase Agreement, working condition shall be defined as operating in a manner in which the item was designed to operate.

B. The BUYERS must choose one of the following alternatives relative to the condition and quality of the property:

- 1) ☒ By 5:00 ☐ AM/ ☒ PM on Mar 31, 2017, the BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice, including but not limited to a qualified home inspector, contractor(s), engineer(s), or other such professional(s), to determine if there are major deficiencies in the FOLLOWING MAJOR COMPONENTS of the Real Estate: central heating system, central cooling system, plumbing system, well and well water (if applicable), electrical system, roof, walls, ceilings, floors, foundation and basement. SELLERS and BUYERS acknowledge that the property may have imperfect cosmetic conditions that do not affect the working condition of the item and are not considered major deficiencies, including, but not limited to, broken seals in windows; minor tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, or chips in ceilings, walls, floors; and/or surface cracks in driveways or patios. Failure to meet present construction standards and code requirements is not considered a deficiency in the property unless it is new construction, or unless that failure produces a condition which creates an unreasonable danger or risk to the property or to its occupants. By the same date, BUYERS must notify the SELLERS in writing of any MAJOR deficiencies for which they are requesting remedies. The notification must be accompanied by a copy of a written inspection report from a qualified inspector identifying the deficiencies. SELLERS shall, within FIVE (5) calendar days after receipt of BUYERS' notification, notify the BUYERS in writing either that (1) SELLERS agree to remedy the deficiencies as requested by BUYERS, in which case this Purchase Agreement as so modified shall be binding on all parties, or (2) SELLERS do not agree to the remedy request in whole or in part and offer a counter proposal to BUYERS. Upon receipt of said counter proposal from SELLERS, the BUYERS shall have FIVE (5) days in which to accept the SELLERS' counter proposal by signing it, or to notify the SELLERS in writing that such steps are not acceptable, in which case, either SELLERS or BUYERS may declare this offer null and void, and any earnest money shall be returned to BUYERS. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYERS, OR, IF BUYERS FAIL TO RESPOND TO THE SELLERS COUNTER PROPOSAL, WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS PURCHASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IF THE SELLERS FAIL TO RESPOND TO THE BUYERS' REMEDY REQUEST WITHIN THE TIME SPECIFIED HEREIN, BUYERS MAY DECLARE THE OFFER NULL AND VOID AND ALL EARNEST MONEY SHALL BE RETURNED.

- 2) ☐ BUYERS acknowledge that they have been advised of their right of property inspection and have declined to make said inspection.
Initials _____

C. The BUYERS must choose one of the following alternatives relative to the presence of radon in the home:

- 1) ☒ By 5:00 ☐ AM/ ☒ PM on Mar 31, 2017, the Buyers may, at their sole expense, have the property tested for the presence of radon gas. Such test shall be conducted by an Iowa Certified Radon Specialist. Seller agrees to sign documents required for the test to be completed and agrees to cooperate with the specialist in carrying out the test. By the same date, BUYERS must notify SELLER in writing of any radon in excess of 3.99 pCi/L. The notification shall be accompanied by a copy of the written radon report. The cost of mitigation, if necessary, shall be negotiated within the time frames and remedies in paragraph 9B(1).

- 2) ☐ BUYERS acknowledge that they have been advised of their right to conduct a radon test and have declined to order said test.
Initials _____

D. Septic System to be Inspected and Repaired ☐ Yes ☐ No ☒ Not Applicable Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. If applicable see the attached Septic System Inspection and Repair Addendum.

E. The BUYERS shall be permitted access to the property prior to possession or closing, whichever is sooner, in order to determine that there have been no changes in the condition of the property except those mutually agreed upon and that it is ready for BUYERS' possession. At the time of closing or possession, whichever occurs sooner, BUYERS will accept property in its present condition without further warranties or guarantees by SELLERS or BROKER concerning the condition of the property. This, however, shall not relieve the SELLERS of any liability for any condition(s) that is (are) defined as latent defect(s) or any express written warranties contained in this Purchase Agreement or other written agreement between the parties; nor shall this paragraph relieve the Sellers of any liability for any implied warranty applicable under Iowa law.

Buyers' Initials CS Seller's Initials _____ Acknowledge they have read this page.

Serial#: 053815-700148-7345708

- F. The inspection of any part of the property not covered in 9B(1) or the remedy of any condition not addressed in 9B(1), including but not limited to cosmetic conditions that the BUYERS require shall be addressed in Paragraph 27 of this Purchase Agreement.
10. **WOOD DESTROYING INSECT INSPECTION.** Select (A) or (B)
- A. ☒ By 5:00 ☐ AM ☒ PM on Mar 31, 2017, BUYERS may, at BUYERS' expense, have the property inspected for termites or other wood destroying insects by a licensed Pest Inspector. If active infestation or damage due to prior infestation is discovered, SELLERS shall have the option of either having the property treated for infestation by a licensed Pest Exterminator and having any damage repaired to the BUYERS' satisfaction, or declaring this Purchase Agreement void. This provision shall not apply to fences, trees, shrubs, or out buildings other than garages. BUYERS may accept the property in its existing condition without such treatment or repairs. **IF BUYERS ARE OBTAINING VA FINANCING, THEN THE COST OF THE TERMITE INSPECTION SHALL BE BORNE BY THE SELLERS.**
- B. ☐ BUYERS acknowledge that they have been advised of their right of a pest inspection and have declined to make said inspection unless required by lending institution at which time said inspection would be at BUYERS' expense and the BUYER will have the same rights as under paragraph 10A if active infestation or damage due to prior infestation is discovered.
11. **INSURANCE.** SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Purchase Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages.
12. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
13. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to BUYERS for examination. It shall show merchantable title in SELLERS' names in conformity with this Purchase Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. If, at the time of closing there remain unresolved title objections, the parties agree to escrow from the sale proceeds a sufficient amount to protect the BUYERS' interests until said objections are corrected, allowing a reasonable time for the corrections of said objections; provided, however, that if the commercial mortgage lender of the BUYERS will not make the mortgage funds available with such escrow, the provisions for escrow for title defects shall not be applicable.
14. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and continuing or recaptured rights of SELLERS in the Real Estate, shall belong to SELLERS as joint tenants with full right of survivorship and not as tenants in common; and BUYERS, in the event of the death of either SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with paragraph 7.
15. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing of all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
16. **REMEDIES OF THE PARTIES.**
- A. If BUYERS fail to timely perform this contract, SELLERS may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at SELLERS' option, upon Thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) SELLERS may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this contract, BUYERS have the right to have all payments made returned to them.
- C. BUYERS and SELLERS also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
- D. In the event the BUYERS fail to perform their obligations hereunder and the SELLERS successfully forfeit any payments made under this contract, upon receipt by SELLERS, the SELLERS shall pay Broker one-half of the forfeited payment, said one-half not to exceed the total commission due to the Broker. In the event the SELLERS fail to perform SELLERS' obligations under this contract when required to do so, SELLERS shall pay to Broker the Broker's commission in the amount set forth in the SELLERS' Listing Agreement with the SELLERS' Broker.
17. **STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Real Estate, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
18. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved by the _____ day of _____, 20_____, either party may declare this contract null and void, and all payments made hereunder shall be returned to BUYERS.
19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
20. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.
21. **SURVEY AND SQUARE FOOTAGE REPRESENTATION.** The BUYERS may, within 14 days of acceptance of offer, have the property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. Assuming a representation for square footage has been made, BUYERS understand and agree that said representation is only an approximation of the exact number of square feet the property contains. The BUYERS have the right to obtain their own measurement of square footage.
22. **AGENCY DISCLOSURE.** The Listing and Selling Agents/Brokers are agents of the parties hereto as outlined below, and their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty and fairness.

Buyers' Initials GA Seller's Initials _____ Acknowledge they have read this page.

Page 3 of 4

The SELLERS in this transaction are represented by:

Jeff Edberg, Lepic-Kroeger, Realtors & Tim Elliott, Elliott Realty Group

(Agent/Brokerage Names)

E-mail: tim@elliottrealtygroup.com

Fax: 319-653-5556

The BUYERS in this transaction are represented by:

Jeff Edberg, Lepic-Kroeger, Realtors & Tim Elliott, Elliott Realty Group

(Agent/Brokerage Names)

E-mail: tim@elliottrealtygroup.com

Fax: 319-653-5556

If Agent (including Appointed Agency) and/or Brokerage (including Consensual Dual Agency) Names are shown as representing both parties, a detailed explanation of representation shall be attached. Further, the BUYERS and SELLERS acknowledge that prior to signing this Purchase Agreement that their respective Listing or Selling Agent made a written disclosure of type of representation being provided.

23. **RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT.** ☐ The Buyer(s) acknowledge receipt of the Residential Property Seller Disclosure Statement prior to executing this Purchase Agreement. A copy of the Residential Property Seller Disclosure Statement is attached to the Purchase Agreement. ☒ Not Applicable

24. **NOTICE.** Any notice required under this Purchase Agreement shall be in writing and shall be deemed effective if to BUYERS when physical delivery is received by BUYERS or by BUYERS' Agent, and effective to SELLERS when physical delivery is received by SELLERS or SELLERS' Agent. Physical delivery may be either by personal delivery or upon the date of the posting of said notice posted by Certified Mail. As an alternative to physical delivery, any signed document or written notice may be delivered to the respective principal's agent, as set forth in Paragraph 22 herein, in electronic form by facsimile or e-mail. The facsimile or e-mail delivery confirmation shall constitute notice of delivery. Documents with original signatures shall be provided, by the agent, to their principal.

For the SELLERS: City Of Washington

Address: 215 East Washington Street Washington, Iowa

For the BUYERS: LARME

Address: 2515 Palm Ave. Washington, Iowa

25. **REPRESENTATIONS.** It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein or endorsed in writing.
26. **COUNTER PARTS CLAUSE.** All parties agree to be bound to this contract even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed copy.
27. **OTHER PROVISIONS.** Subject to buyer securing a tenant for the 1st floor on or before May 2, 2017. Seller will provide a WIF Grant in the amount of \$25,000.00 to be awarded subject to certain criteria set by Main Street Washington with a buyers match of \$75,000.00. Seller will grant the buyer the City's tax abatement plan where property taxes on improvements over assessed value are taxed at a lower rate over a 5 year sliding scale predetermined by City policy. Sellers are implementing a 72 hour clause that is attached to this offer.

28. **TIME FOR ACCEPTANCE.** If this offer is not accepted by SELLERS on February 22, 2017 at 9:00 (☒ A.M. ☐ P.M. ☐ Noon) it shall become void and all payments shall be repaid to the BUYERS.

*** THIS IS A LEGAL, BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE ***

The undersigned have read and agreed to the terms and conditions of this purchase agreement.

DATED: February 17, 20 17, at 10:30 (A.M. P.M. Noon).

Leany Mundt Director LARME LLC

BUYER (PRINT)

BUYER (PRINT)

BUYER (SIGNATURE)

BUYER (SIGNATURE)

This offer is accepted: _____, 20_____, at _____ (A.M., P.M.).

City of Washington, Mayor Sandra Johnson
SELLER (PRINT)

City of Washington, Clerk Illa Earnest
SELLER (PRINT)

SELLER (SIGNATURE)

SELLER (SIGNATURE)

For information only.

The Seller(s) acknowledge receipt of the offer _____

(DATE) _____ (TIME) _____ (INITIALS) _____

Page 4 of 4 Revision Date: 9/12



72-HOUR CLAUSE

Property Address: 120 E. Main St. Washington, IA.

ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This Purchase Agreement contains contingencies which may release the Buyer from all obligations. If Seller conditionally accepts another Purchase Agreement for said property prior to removal of contingencies written below, then, in that event, and AT SELLER'S OPTION, it is agreed that Seller/Seller's Agent can immediately deliver written notice of this subsequent agreement to Buyer's Agent, Buyer, or Buyers Designee as follows:

Name LARME LLC.

Address 2515 Palm Ave. Washington, Ia. 52353

Phone Number _____

If Buyer fails to remove the following contingencies in writing:

Buyer securing tenant for the first floor of building on or before May 2, 2017


within 72 hours (Excluding weekends and legal holidays) after delivery of such notice, said 72 hours commencing at 12:01 a.m. the day following receipt of such notice and ending 72 hours thereafter, this Purchase Agreement shall be void, any down payment shall be returned to Buyer and Seller shall be free to perform on such subsequent Purchase Agreement. In the event Buyer does notify Seller in writing within prescribed 72 hour period that the above written contingencies have been removed and Buyer can prove they are able to obtain any necessary financing which satisfies the Seller(s), then, the original Purchase Agreement remains binding with contract performance due before 5/2/17 and this 72 hour clause becomes automatically null and void.

Seller

Date

Buyer

Date

 2/17/17

Seller

Date

Buyer

Date

SELLER'S NOTICE TO BUYERS TO ELIMINATE CONTINGENCIES

THIS NOTICE MAY BE COMPLETED AND SERVED AT A LATER DATE AT SELLER'S OPTION

To: _____
_____ Buyer(s)

You and each of you are hereby notified that the undersigned has accepted another Purchase Agreement to buy the property at 120 E. Main St. Washington, IA.

subject to your Purchase Agreement dated _____
and accepted on _____ becoming null and void.

In accordance with the provisions of your accepted Purchase Agreement, you are hereby notified, if you desire to proceed with your Purchase Agreement, to give the undersigned your written notice, stating that you agree to remove all contingencies written in the 72 hour clause attached to your accepted Purchase Agreement, and Buyer can prove to the Seller's satisfaction that Buyer can obtain necessary financing, and make final settlement for property as per Purchase Agreement.

Seller

Date

Seller

Date

I hereby certify that I have received the above Notice to Buyer's at _____ o'clock,
☐ a.m./ ☐ p.m., on the _____ day of _____, 20____.

Buyer's Agent/Buyer/Buyer's Designee

Buyer's Agent/Buyer/Buyer's Designee

THIS IS A LEGALLY BINDING CONTRACT.

If not understood, consult with the attorney of your choice.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2017, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$500,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$500,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, and has considered the extent of objections

received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$500,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 21st day of February, 2017.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$500,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2017, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF \$500,000
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES
2017, AND LEVYING A TAX FOR THE PAYMENT THEREOF

WHEREAS, the City of Washington, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes (the "Project"), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, Series 2017, in the amount of \$500,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Notes.

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

Section 1. Authorization of the Issuance. General Obligation Capital Loan Notes, Series 2017, in the amount of \$500,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.24A and 384.25 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Washington, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$61,500	2017/2018
\$55,510	2018/2019
\$54,772	2019/2020
\$58,962	2020/2021
\$57,987	2021/2022
\$56,912	2022/2023
\$55,752	2023/2024
\$54,497	2024/2025
\$58,157	2025/2026
\$56,606	2026/2027

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Notes to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Washington, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Notes.

PASSED AND APPROVED this 21st day of February, 2017.

Mayor

ATTEST:

City Clerk

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



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

Memorandum

February 16, 2017

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

From: Brent Hinson
City Administrator

Re: Setup of WIF Fund and Renaming TIF Funds

In the course of budgeting for FY18, staff identified the need to set up a new Fund 050 for the Washington Incentive Fund (WIF) program that Council voted to create using Riverboat Municipal Grant funds. This new fund was reflected in the budget, but we need specific approval to officially set up the fund.

Also in the course of budgeting, we thought we could improve on our accounting for tax-increment financing (TIF) funds by updating some of the fund names to better describe current TIF areas and agreements. These changes were also shown in the proposed budget.

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING A NEW WASHINGTON
INCENTIVE FUND 050 AND RENAMING EXISTING FUNDS**

WHEREAS, the City Council has expressed the desire to establish a new program to incentivize large downtown building renovations, and budgeted for the same; and

WHEREAS, it is considered prudent from an accounting perspective to set up a dedicated fund for the administration of this program, as reflected in the proposed FY18 budget; and

WHEREAS, it is considered prudent to rename certain existing TIF accounting funds to reflect new projects without creating a new fund, also as reflected in the proposed FY18 budget.

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

Section 1. The City Council directs the Finance Director to create the following new fund, for the purpose designated below:

- a. 050- Washington Incentive Fund, for the purpose of setting aside appropriate funds for the proposed Washington Incentive Fund partner program with Main Street Washington and related purposes as the Council may designate in the future.

Section 2. The City Council directs the Finance Director to rename the following funds:

<u>Fund #</u>	<u>Old Name</u>	<u>New Name</u>
125	Urban Renewal Area #1	Unified Commercial UR- NE Industrial
126	Urban Renewal Area #2	Southeast (SE) Residential UR
127	Urban Renewal Area #3A	Unified Commercial UR- Briarwood
129	Urban Renewal Area #3C	South Central (SC) Residential UR
132	Urban Renewal Area #5	Unified Commercial UR- EBD
133	Urban Renewal Area #6	Unified Commercial UR- IRE
134	Urban Renewal Area #7	Downtown Commercial UR

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

PASSED AND APPROVED this 21st day of February, 2017.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING LEVY,
ASSESSMENT, AND COLLECTION OF COSTS TO
THE WASHINGTON COUNTY TREASURER.**

WHEREAS, the City of Washington, Iowa is empowered to levy, assess, and collect costs of improvement and removal of debris against the abutting property owner,

WHEREAS, snow and ice was removed from the following listed properties:

The property of Tracy Lukins located at 608 E 2nd St. for the amount of \$83.00. Legal description (08 01 NE Wash). Parcel Number (11-17-406-004).

The property of Travis Davis and Kayla Fellows. Located at 320 W Van Buren St. for the amount of \$98.00. Legal Description (02 16 S Wash S 56 Ft). Parcel Number (11-20-102-015).

The property of La Canada, Inc located at 321 S. Iowa Ave. for the amount of \$112.00. Legal Description (07 23 OP E 53 FT LOT 6 EXC N 24 FT OF W 19 FT & S1/2 LOT 7 8 & W 41FT). Parcel Number (11-17-379-012).

The property of Brent and Heather Shadden located at 635 W Washington Blvd. for the amount of \$95.00. Legal Description (08 01 SW Wash Lot 7 & N 40.25 Ft). Parcel Number (11-18-477-001).

The property of Sean and Jaci Salazar located at 633 W Jefferson St. for the amount of \$83.00. Legal Description (06 03 SW Wash). Parcel Number (11-18-479-001).

The property of John and Anne Gobel located at 302 W 2nd St. for the amount of \$98.00. Legal Description (08 05 OP) Parcel Number (11-17-304-009).

The property of Nikolos Heisdorfer located at 1121 E 2nd St. for the amount of \$98.00. Legal Description (55 Smouses E Side Add) Parcel Number (11-17-434-003)

The property of Keith Moen and Catherine Mayberry located at 615 E 2nd St. for the amount of \$83.00. Legal Description (04 04 NE Wash) Parcel Number (11-17-409-003)

The property of Blue Hills Trust % Andy Blauvelt located at 312 E 3rd St. for the amount of \$74.00 Legal description (04 Breeds SD Lot 5 & E 21 Ft.). Parcel Number (11-17-328-002).

The property of Melanie Mathes. located at 221 N Ave D. for the amount of \$79.00. Legal Description (01 01 Western Add E 60 Ft).. Parcel Number (11-17-302-006).

The property of Thomas Knerr Located at 807 S 2nd Ave. for the amount of \$75.00. Legal Description (02 04 Wilsons Add). Parcel Number (11-20-135-006).

The property of Hahn Irrevocable Trust Located at 803 N 7th Ave. for the amount of \$83.00. Legal Description (02 22 Columbian Add Lot 3 & S 6Ft.). Parcel Number (11-17-211-014).

The property of Ramon Chavarria Located at 601 S Marion Ave. for the amount of \$98.00. Legal Description (03 01 Millers Add). Parcel Number (11-17-361-024).

The Property of Kathryn Conner Located at 401 E Jefferson St. for the amount of \$94.00. Legal Description (06 05 E Wash). Parcel Number (11-17-456-001)

The property of Francio Rosales and Sonia Leyva located at 828 S Ave C for the amount of \$105.00 Legal description (05 18 S Wash) Parcel number (11-20-106-005).

and,

WHEREAS, water service charges remain unpaid and delinquent for the following listed property:

The property Minnie M. Stoner, located at 828 S. Ave. B for the amount of \$185.10. Legal Description 07 Adams ADD, Parcel Number (11-20-107-005)

and,

WHEREAS, due notice was given to the above property owners that said amount would be assessed to the property if payment was not made or an appeal was not made,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the City Clerk be instructed to certify the above delinquent payment to be assessed against said property as listed above and that the City Clerk certify a copy of this resolution to the Washington County Treasurer.

Passed and Approved this 21st day of February, 2017.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON BY ALLOWING AVERAGE FRONT YARD SETBACKS IN CERTAIN AREAS OF THE CITY.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Amendment. Section 165.23(2)(B) of the Code of Ordinances is hereby amended by deleting the ordinance in its entirety and replacing it with the following:

"In all residential districts, there shall be a required minimum front yard as stated in each individual residential zoning classification district. However, in the case where lots within two hundred (200) feet on either side of a lot of record are developed with a greater or lesser setback than required in each individual zoning district, the front yard setback for this particular lot shall be the average of the building setbacks for the lots of record within two hundred (200) feet on either side of said lot. The final determination of the setback shall be computed by the Building and Zoning Administrator."

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

3. 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 _____, 2017.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: January 17, 2017
Approved on Second Reading: February 7, 2017
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the
_____ day of _____, 2015.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON BY SETTING A TIME LIMIT FOR THE REMOVAL OF CERTAIN SIGNS.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Amendment. Section 165.20(1)(e) of the Code of Ordinances is hereby amended by deleting the section in its entirety and replacing it with the following:

"Removal of Certain Signs. The following signs shall be removed at the owner's expense:

1. *Any existing sign which previously advertised a bona fide business or product sold shall be removed after thirty (30) days from the date at which the bona fide business no longer exists on the site of the sign.*

2. *Any existing sign which advertises, promotes or advocates for an event that occurs on a specific date shall be removed within fourteen (14) days after said specific event."*

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

3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

4. 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 _____, 2017.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: January 17, 2017
Approved on Second Reading: February 7, 2017
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the
_____ day of _____, 2015.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON BY CHANGING PERMITTED PRINCIPAL USES IN THE “A-1” AGRICULTURAL DISTRICT.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Amendment. Section 165.07(1) of the Code of Ordinances is hereby amended by deleting subsections B, D, E, F, G and renumbering all subsequent sections.
2. Amendment. Section 165.07(2) of the Code of Ordinances is hereby amended by adding following sections to “When Authorized by Board of Adjustment”:
 - F. Public parks, playgrounds, and recreational areas.
 - G. Cemeteries of ten (10) acres or more in size.
 - H. Churches, chapels, or parish houses located not less than twenty (20) feet from any side lot line in any “R” district.
 - I. Any building or structure occupied or used for nursery, elementary, junior high or high schools, public libraries, and similar public cultural uses located not less than twenty (20) feet from any side lot line.
 - J. A single family detached dwelling located on a lot or parcel which is less than twenty (20) acres as long as the lot of parcel upon which said single family detached dwelling will be constructed was:
 - i. Part of an original lot or parcel that totals more than forty (40) acres; and
 - ii. The original lot or parcel was occupied by, and owned or beneficially controlled, by a lineal descendant of ancestor of the beneficial owner of the original lot or parcel as defined in Section 450.9 of the Code of Iowa
 - K. Sale of nursery and greenhouse products.
3. Amendment. Section 165.07A, “A-2” Agricultural District, is hereby repealed.
4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.
5. Effective Date. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2017.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ January 17, 2017
Approved on Second Reading: _____ February 7, 2017
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the
_____ day of _____, 2017.

City Clerk

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



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

Memorandum

February 16, 2017

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

From: Brent Hinson
City Administrator

Re: Sale of 420 W. 6th and 415 West Madison

Attached are proposed bid documents for these two properties, which previously included nuisance houses that we later removed. We are now in position to sell the bare lots for new house construction, as we did on 1307 North 2nd Avenue last year.

The bid documents are very similar to the North 2nd lot, with the exception that, at the Council's suggestion, I have asked the bidders to list any local subcontractors or suppliers on their bid form. As with the other lot, we are setting \$5,000 as the minimum lot sale price.

The lot at 420 West 6th is affected by the zoning ordinance amendment for front-yard setback adjustment that is on this meeting agenda for 3rd reading. To aid in the marketability of this 66' x 124' corner lot, I have added additional exhibits showing the setbacks if the house faces south (like the house we removed) or west. In all likelihood, the home builders would want the house to face west based on more favorable setbacks, which would change the address of this property to 602 North Avenue D.

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



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

Public Bid Announcement
Sale of Residential Building Lot by the City of Washington

The City of Washington, Iowa, will open public bids on the 16th day of March, 2017, at 2 o'clock P.M. in the City Clerk's office, City Hall, 215 East Washington Street, Washington, Iowa, for the following described real estate located in Washington County, Iowa, to-wit:

- Lot 3, Block 3 in Margaret M. Young's Second Addition, Washington, Washington County, Iowa (local address 420 West 6th Street), exact legal description to be obtained from the abstract of title.

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

Sealed bids are due on or before 2 o'clock P.M. on the 16th day of March, 2017, in the office of the City Clerk, City Hall, 215 East Washington Street, Washington, Iowa. Minimum bid shall be \$5,000. Bids will be opened immediately following the deadline.

The Washington City Council will hold a public hearing and act on bids for the above-described real estate on Tuesday, March 21, 2017 at 6 o'clock P.M. at the Former Public Library, 120 East Main Street. At that time, the City Council may accept the bids and award the sale to the bidder whose application is the most advantageous to the citizens of the City. The City Council may reject any and all bids in its sole discretion. The City may waive any discrepancies or technicalities associated with said bid.

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

Sale of Lot & Construction of Homes

The lot being sold is available due to an enforcement action or voluntary relinquishment of the property to the City of Washington. The City has cleared the property and removed all known construction debris. Water and sewer services have been temporarily discontinued, but the City makes no warranty as to the viability of the existing lines, and disconnection of the existing sewer from the main, if needed, is the sole responsibility of the buyer.

The property is being sold "AS IS," so the bidder should make itself familiar with the lot prior to making a bid on the property.

The lot will be conveyed to the successful purchaser by warranty deed with right of reversion and the City of Washington will furnish an abstract. Closing shall take place within 60 days of award of the lot to the chosen bidder and entire bid price will be due and payable at the closing.

Lots are being sold with the sole purpose of encouraging new home construction in infill areas. Lots will not be sold to increase an adjoining landowner's lot size. A new home must be built or moved on the lot and made suitable for occupancy within 18 months. Extensions to this time limitation may only be granted by specific permission of the City Council. Homes built must be of stick-built or modular residential construction, and meet the following requirements:

- 1) Homes will have a minimum of 1,000 square feet finished living space. In the case of a duplex, the minimum will be 900 square feet per unit finished living space.
- 2) All homes must have an attached garage.
- 3) Driveway must be continuously paved from garage to street. If street is without curb & gutter, driveway must be continuously paved from garage to property line.
- 4) Existing trees should be maintained to the extent possible, or replaced on a 1:1 basis if removal is required, except as approved in writing. In all cases, the finished property should contain at least two trees.
- 5) If a public sidewalk exists along the property, it must be brought up to code.
- 6) Homes constructed must conform to all building and zoning codes.

Please note the exhibit attached to this document showing the buildable area for this lot under the natural building line provisions in the City zoning code.

The minimum sale price for lots is \$5,000. In the case of a lot buyer able to meet low and moderate (LMI) income requirements, the City will rebate ½ of the lot cost upon completion of the home, up to a maximum rebate of \$5,000.

The City has 3-year tax abatement available on new construction.

Bid for City-Owned Property

Location: 420 West 6th Street (or 602 North Avenue D if house faces west)

Description: 66 x 124 lot; Lot 3, Block 3 in Margaret M. Young's Second Addition

Describe the intended use for the property: _____

My bid: _____ (Minimum bid: \$5,000)

Please list any local (Washington County) subcontractors or suppliers: _____

_____ I acknowledge and agree to all of the requirements detailed in the Public Bid Announcement, and specifically acknowledge and agree to the requirement to build on the property and make a home suitable for occupancy within 18 months.

_____ I acknowledge and agree to fully comply with the requirements of the Washington Code of Ordinances as it may relate to this project.

_____ I acknowledge and agree that the City of Washington has the right to reject any and all bids.

Bidder Information:

Name: _____

Address: _____

Contact Phone: _____

Signature: _____ Date: _____

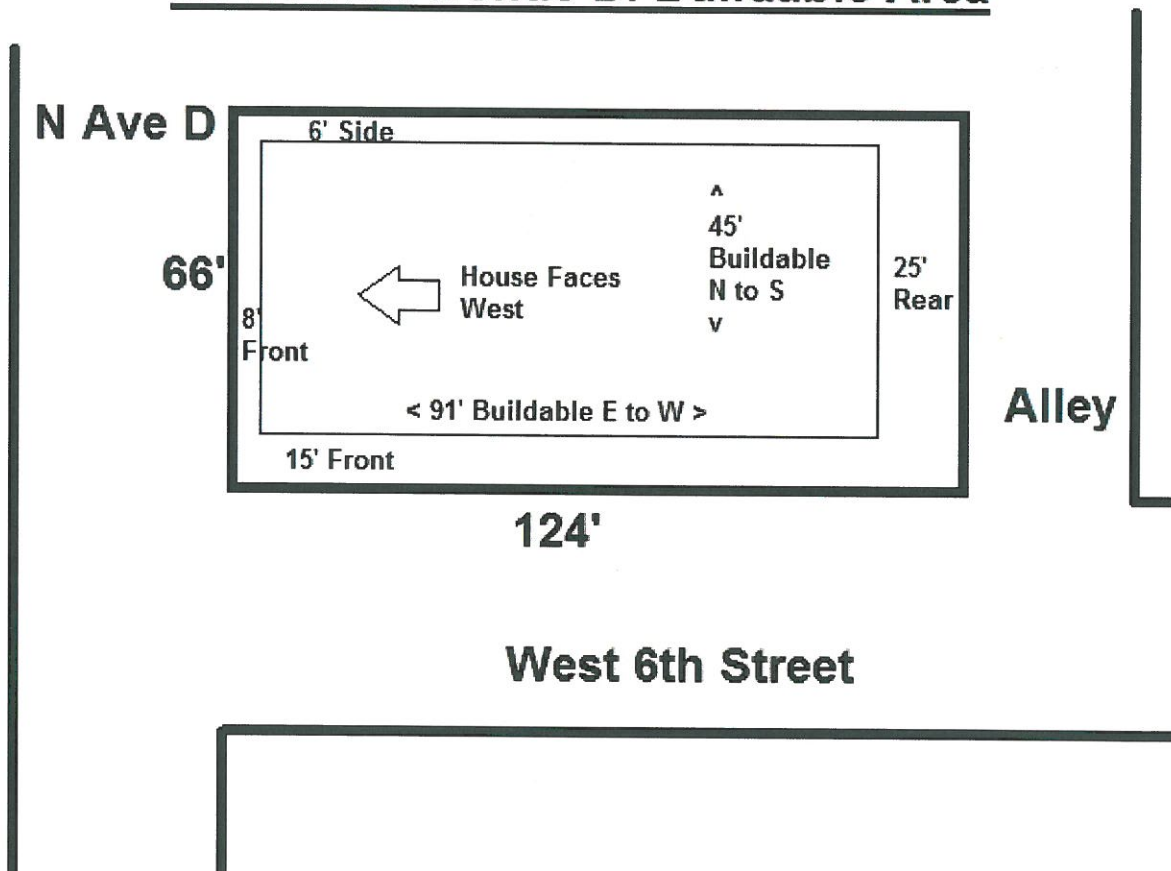
Please seal your bid in an envelope and submit to Washington City Hall at 215 East Washington Street by March 16th at 2 PM.

EXHIBIT: Buildable Area

As per Washington Code of Ordinances 165.23(2B):

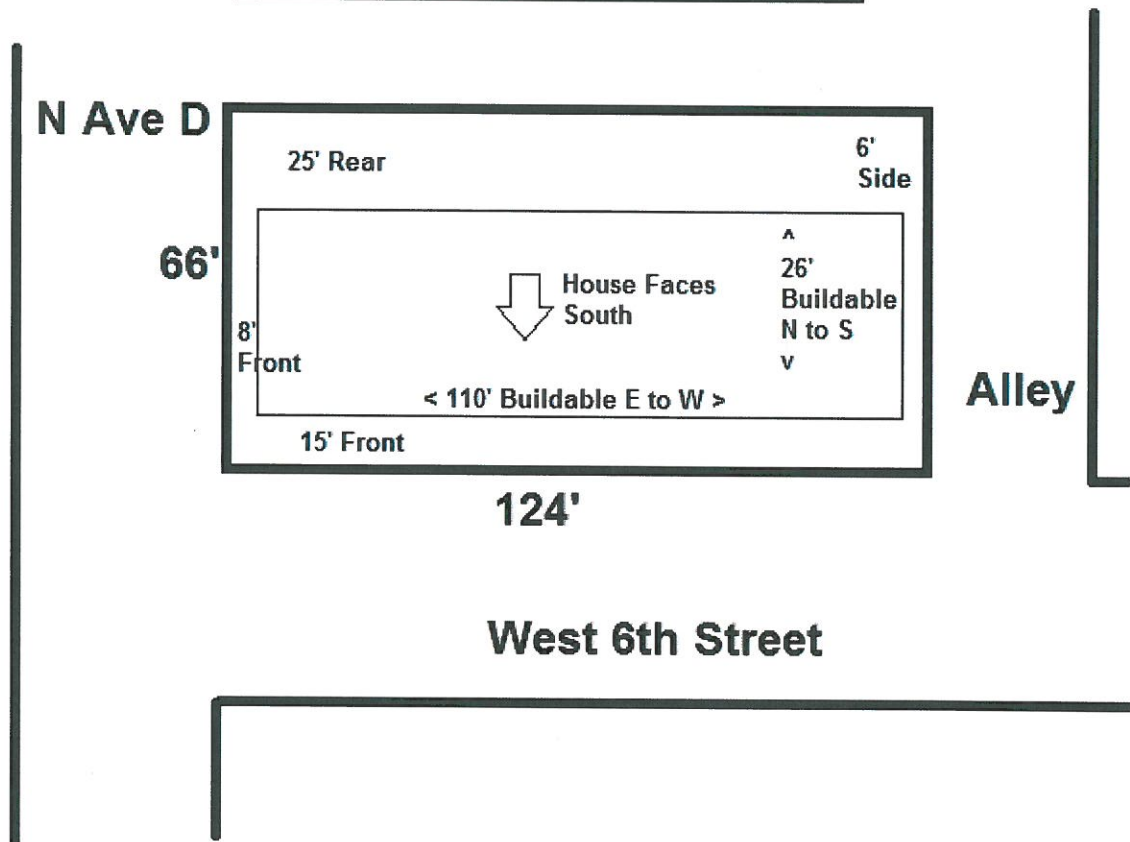
"In all residential districts, there shall be a required minimum front yard as stated in each individual residential zoning classification district. However, in the case where lots within two hundred (200) feet on either side of a lot of record are developed with a greater or lesser setback than required in each individual zoning district, the front yard setback for this particular lot shall be the average of the building setbacks for the lots of record within two hundred (200) feet on either side of said lot. The final determination of the setback shall be computed by the Building and Zoning Administrator."

Therefore, for a house facing west, the buildable area of this lot is as depicted below (subject to field verification):

602 North Avenue D: Buildable Area

For a house facing south, the buildable area of this lot is as follows (subject to field verification):

420 West 6th: Buildable Area



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



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

Public Bid Announcement
Sale of Residential Building Lot by the City of Washington

The City of Washington, Iowa, will open public bids on the 16th day of March, 2017, at 2 o'clock P.M. in the City Clerk's office, City Hall, 215 East Washington Street, Washington, Iowa, for the following described real estate located in Washington County, Iowa, to-wit:

- Lot Number Three (3), in Block Number Two (2), in Orr's Sub-Division of Out Lot Number Six (6) and the West Eleven (11) poles of Out Lot Number Seven (7) in the addition to the town, now City of Washington, Washington County, Iowa (local address 415 West Madison Street), exact legal description to be obtained from the abstract of title.

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

Sealed bids are due on or before 2 o'clock P.M. on the 16th day of March, 2017, in the office of the City Clerk, City Hall, 215 East Washington Street, Washington, Iowa. Minimum bid shall be \$5,000. Bids will be opened immediately following the deadline.

The Washington City Council will hold a public hearing and act on bids for the above-described real estate on Tuesday, March 21, 2017 at 6 o'clock P.M. at the Former Public Library, 120 East Main Street. At that time, the City Council may accept the bids and award the sale to the bidder whose application is the most advantageous to the citizens of the City. The City Council may reject any and all bids in its sole discretion. The City may waive any discrepancies or technicalities associated with said bid.

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

Sale of Lot & Construction of Homes

The lot being sold is available due to an enforcement action or voluntary relinquishment of the property to the City of Washington. The City has cleared the property and removed all known construction debris. Water and sewer services have been temporarily discontinued, but the City makes no warranty as to the viability of the existing lines, and disconnection of the existing sewer from the main, if needed, is the sole responsibility of the buyer.

The property is being sold "AS IS," so the bidder should make itself familiar with the lot prior to making a bid on the property.

The lot will be conveyed to the successful purchaser by warranty deed with right of reversion and the City of Washington will furnish an abstract. Closing shall take place within 60 days of award of the lot to the chosen bidder and entire bid price will be due and payable at the closing.

Lots are being sold with the sole purpose of encouraging new home construction in infill areas. Lots will not be sold to increase an adjoining landowner's lot size. A new home must be built or moved on the lot and made suitable for occupancy within 18 months. Extensions to this time limitation may only be granted by specific permission of the City Council. Homes built must be of stick-built or modular residential construction, and meet the following requirements:

- 1) Homes will have a minimum of 1,000 square feet finished living space. In the case of a duplex, the minimum will be 900 square feet per unit finished living space.
- 2) All homes must have an attached garage.
- 3) Driveway must be continuously paved from garage to street. If street is without curb & gutter, driveway must be continuously paved from garage to property line.
- 4) Existing trees should be maintained to the extent possible, or replaced on a 1:1 basis if removal is required, except as approved in writing. In all cases, the finished property should contain at least two trees.
- 5) If a public sidewalk exists along the property, it must be brought up to code.
- 6) Homes constructed must conform to all building and zoning codes.

Please note the exhibit attached to this document showing the buildable area for this lot under the natural building line provisions in the City zoning code.

The minimum sale price for lots is \$5,000. In the case of a lot buyer able to meet low and moderate (LMI) income requirements, the City will rebate ½ of the lot cost upon completion of the home, up to a maximum rebate of \$5,000.

The City has 3-year tax abatement available on new construction.

Bid for City-Owned Property

Location: 415 West Madison Street

Description: 66 x 132 lot with alley access; Lot Number Three (3), in Block Number Two (2), in Orr's Sub-Division of Out Lot Number Six (6) and the West Eleven (11) poles of Out Lot Number Seven (7)

Describe the intended use for the property: _____

My bid: _____ (Minimum bid: \$5,000)

Please list any local (Washington County) subcontractors or suppliers: _____

____ I acknowledge and agree to all of the requirements detailed in the Public Bid Announcement, and specifically acknowledge and agree to the requirement to build on the property and make a home suitable for occupancy within 18 months.

____ I acknowledge and agree to fully comply with the requirements of the Washington Code of Ordinances as it may relate to this project.

____ I acknowledge and agree that the City of Washington has the right to reject any and all bids.

Bidder Information:

Name: _____

Address: _____

Contact Phone: _____

Signature: _____ Date: _____

Please seal your bid in an envelope and submit to Washington City Hall at 215 East Washington Street by March 16th at 2 PM.