



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IA  
TO BE HELD IN THE  
**FIRE DEPARTMENT TRAINING ROOM,**  
**215 E. WASHINGTON STREET**  
AT 6:00 P.M., TUESDAY, JANUARY 7, 2020

**Call to Order**

**Pledge of Allegiance**

**Roll call**

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

**Consent:**

1. Council Minutes December 17, 2019
2. Bolton & Menk, Taxilane for Fuel Facility Construction Phase, \$4,448.25
3. Ahlers & Cooney, Professional Services, \$484.50
4. Washington Chamber of Commerce, 2020 Chamber Membership, \$1,172.60
5. Garden & Associates, Whitesell Survey and Subdivision, \$7,468.49
6. Garden & Associates, South Avenue E Reconstruction, \$1,420.50
7. Garden & Associates, 15 Ave. Paving, Storm Sewer, Sanitary Sewer, Water Main, \$2,911.21
8. Farnsworth Group, Washington City Hall/Police Project, 741.92
9. Kevin D. Olson, Professional Services – November, \$1,921.45.
10. Washington Liquor & Tobacco Outlet, 304 W. Madison St., Class E Liquor License (LE), Class B Wine Permit, Class C Beer Permit (carryout beer), Sunday Sales. (renewal)
11. Department Reports

**Consent – Other:**

**Claims & Financial Reports:**

Claims for January 7, 2020

**SPECIAL PRESENTATION**

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

**UNFINISHED BUSINESS**

- Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 40 of the Code of Ordinances – Public Peace (Add Disorderly House Provision).  
(tabled 12-17-2019)
- Discussion and Consideration of a Resolution Adopting a Management Services Agreement for the Washington Steele Family Aquatic Center (2020-2022 Seasons)  
(tabled 12-17-2019)

**NEW BUSINESS**

1. Discussion and Consideration on FY21-FY25 Capital Improvements Plan Update and Consideration of Setting a Public Hearing on the Plan for January 21, 2020.
2. Discussion and Consideration of Acknowledging the 2019 Annual Report to the Washington County Riverboat Foundation.
3. Discussion and Consideration of Agreement with Impressions Custom Computers for 2020-2021.
4. Discussion and Consideration of Architect Invoices to be Submitted for Financial Damages (Fire Station Project)
5. Discussion and Consideration of a Resolution Amending Purchasing Policy (Staff Purchasing Authority)
6. Discussion & Consideration of Engagement Letter with PFM Financial Advisors (2020 GO Bonds)
7. Discussion & Consideration of Engagement Letter with S&P Global Ratings (2020 GO Bonds)
8. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer.
9. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 65 of the Washington Code of Ordinances (S. 15<sup>th</sup> Avenue Stop Signs)
10. Discussion and Consideration of the Third Reading of Alliant Energy Agreement for Gas Franchise
11. Discussion and Consideration of the Third Reading of Alliant Energy Agreement for Electric Franchise.

**DEPARTMENTAL REPORT**

Police Department

City Attorney

City Administrator

**MAYOR & COUNCILPERSONS**

Jaron Rosien, Mayor

Brendan DeLong

Steven Gault

Elaine Moore

Danielle Pettit-Majewski

Fran Stigers

Millie Youngquist

**ADJOURNMENT**

## Council Minutes 12-17-2019

The Council of the City of Washington, Iowa, met in Regular Session in the Washington Fire Department Training Room, 215 East Washington Street on Tuesday, December 17, 2019 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Youngquist. Absent: none.

Mayor Rosien administered the oath of office to newly elected councilors Millie Youngquist, Danielle Pettit-Majewski, and Brendan DeLong.

Motion by Youngquist, seconded by Pettit-Majewski, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, December 17, 2019 be approved as proposed. Motion carried.

### **Consent:**

1. Council Minutes December 3, 2019
2. Kuenster Plumbing & Heating, Valve Replacements at Aquatic Center, \$9,180.00
3. Fox Engineering, City Hall Interceptor Reroute, \$294.63
4. Fox Engineering, N. 4th Avenue Street & Utility Improvements, \$19,350.00
5. Fox Engineering, South Elevated Water Storage Tank Improvements, \$365.00
6. Fox Engineering, Wastewater Treatment Plant, \$492.50
7. Fox Engineering, Water Treatment Plant Improvements, \$765.50
8. Gronewold, Bell, Kyhnn & Co., FY19 Audit Services, \$8,750.00
9. Midwest Municipal Consulting, Goal Setting Session, \$2,173.97
10. Coleman Homes, Application for Tax Abatement – 1122 E. 3rd St.
11. IA Municipal Workers Compensation Assn., Premium Installment #6, \$6,669.00
12. Ace-N-More, Class C Beer Permit (BC), Class B Native Wine, Sunday Sales, (renewal)
13. Department Reports

### **Consent – Other:**

- DeLong Construction, Pay App #7, S. 15th Pavement Reconstruction & Subdivision, \$77,580.19
- Bushong Construction, City Hall/Police Building Project, \$71,443.80

Motion by Gault, seconded by Pettit-Majewski, to approve as amended the thirteen items on the consent agenda. Motion carried.

Motion by Pettit-Majewski, seconded by Gault, to approve consent-other claims. Motion carried. DeLong abstained with conflict.

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

Finance Director Kelsey Brown gave the financial reports for November, 2019.

Motion by DeLong, seconded by Pettit-Majewski, to accept the financial reports for November, 2019. Motion carried.

Special Presentations:

Mayor Rosien presented a plaque and thanked Wastewater Superintendent Fred Doggett for his 41 years of service to the City of Washington.

Motion by Stigers, seconded by Youngquist, to approve Relay for Life's request for use of the Downtown Central Park and streets for Relay for Life 2020 which will be their 20<sup>th</sup> Anniversary.

Presentation from the Public:

Washington Police Lieutenant Ron See came before Council to announce his retirement in January, 2020. He thanked previous police chiefs, officers worked with, city councils and the citizens of Washington for their support over the years.

Motion by Youngquist, seconded by Pettit-Majewski, to remove from the table Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 40 of the Code of Ordinances – Public Peace (Add Disorderly House Provision) (**tabled 11-05-2019**). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

After discussion, motion by Stigers, seconded by DeLong, to table the Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 40 of the Code of Ordinances – Public Peace (Add Disorderly House Provision). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, to approve Housing Rehabilitation Program Final Payment to BW Construction for 1005 East Washington Street in the amount of \$9,100.00. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve Change Order #2 in the amount of \$5,865.00 to DeLong Construction for the S. 15<sup>th</sup> Ave. Improvements Project. Motion carried. DeLong abstained with conflict.

After lengthy discussion, motion by DeLong, seconded by Moore, to table Discussion and Consideration of a Resolution Adopting a Management Services Agreement for the Washington Steele Family Aquatic Center (2020-2022 Seasons). Roll call on said motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: Pettit-Majewski. Motion carried.

Motion by Gault, seconded by Stigers, to approve the Resolution Adopting Strategic Priorities for Calendar Years 2020 and 2021. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. (**Resolution No, 2019-127**)

Motion by Stigers, seconded by Youngquist, to approve the Resolution Adopting a Strategic Priorities Work Plan. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. (**Resolution No, 2019-128**)

Motion by Youngquist, seconded by Stigers, to approve a Resolution Establishing a Quick Responder Service Study Committee. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. (**Resolution No, 2019-129**)\_

Motion by Pettit-Majewski, seconded by Youngquist, to approve a Resolution Endorsing Application for a Riverboat Foundation Municipal Grant Funds for FY21. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. (**Resolution No, 2019-130**)

Motion by Stigers, seconded by Youngquist, to approve a Resolution Endorsing a Pre-Application for Grant Funds. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No, 2019-131)**

Motion by Youngquist, seconded by Stigers, to approve a Resolution Supporting a Traffic Engineering Assistance Program (TEAP) Application. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No, 2019-132)**

Motion by Gault, seconded by Stigers, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No, 2019-133)**

Motion by DeLong, seconded by Pettit-Majewski, to approve the First Reading of an Ordinance Amending Chapter 65 of the Washington Code of Ordinances (S 15<sup>th</sup> Ave. Stop Signs). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the Second Reading of Alliant Energy Agreement for Gas Franchise. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Second Reading of Alliant Energy Agreement for Electric Franchise. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Stigers seconded by Gault, to approve the third reading and adopt the TIF Ordinance (Washington Business Park). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.**(Ordinance No. 1097)**

## **WORKSHOP**

Council consensus on the City of Washington discontinuing sale of yard waste bags and agreement on City collection of any yard waste bags put out on the curb.

Council went over the FY21-FY25 Capital Improvements Plan.

Motion by Moore, seconded by Pettit-Majewski, that the Regular Session held at 6:00 P.M., Tuesday, December 17, 2019, is adjourned.



Real People. Real Solutions.

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

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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

November 29, 2019  
 Project No: T51.117678  
 Invoice No: 0243271

**Washington/Taxilane for Fuel Facility**

Taxilane for Fuel Facility Construction Phase

Construction Services (002)

**Professional Services**

	Hours	Amount	
Administrative	5.00	430.00	
Design Engineer	3.00	384.00	
Project Engineer	2.00	255.00	
Project Manager	10.00	1,600.00	
Totals	20.00	2,669.00	
<b>Total Labor</b>			<b>2,669.00</b>

**Consultants**

Braun Intertec Corporation	1,779.25	
<b>Total Consultants</b>	<b>1,779.25</b>	<b>1,779.25</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	4,448.25	29,141.75	33,590.00
Limit			71,900.00
Remaining			38,310.00
<b>Total this Task</b>			<b>\$4,448.25</b>
<b>Total this Invoice</b>			<b>\$4,448.25</b>

301-6-6020-6793

002-6-2080 Initials *JEH*EXP. *Range*Vender # \_\_\_\_\_ Date Rec. *12-30-19*

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



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

FEDERAL ID 42-1323559

December 24, 2019

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

Invoice #: 775381  
Client #: 11307  
Matter #: 61  
Billing Attorney: JLC

### INVOICE SUMMARY

RE: BOND RELATED

For professional services rendered and costs advanced through December 19, 2019:

Total Professional Services	\$ 484.50
Total Expenses	<u>\$ .00</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 484.50</b>



WASHINGTON CHAMBER OF COMMERCE

205 W. Main Street  
Washington, IA  
52353

"One of THE BEST Small Towns in America"

City of Washington  
215 E Washington St  
PO Box 516  
Washington, IA 52353

Phone (319) 653-3272

E-mail: [michelle@washingtونيowa.org](mailto:michelle@washingtونيowa.org)

# INVOICE

Invoice Date: 12/20/2019

Invoice Number: 2019-526

DESCRIPTION	PRICE EACH	QUANTITY	AMOUNT
2020 Chamber Base Investment - First 2 People in Business - Renewal	196.00		196.00
Employees 3-10 - plus \$40 per Employee	40.00	8	320.00
Employees 11-20 - plus \$16 per Employee	16.00	10	160.00
Employees 21-35 - plus \$11 per Employee	11.00	15	165.00
Balance of Employees - plus \$9 per Employee	9.00	25	225.00
Subtotal			1,066.00
10% Voluntary Increase for Website Development/Business Directory Improvement	10.00%		106.60
Payment Enclosed _____ or Please Bill: Semi-Annually _____ Quarterly _____ If you wish to pay this bill with a credit card please contact the Chamber office 319-653-3272			0.00
<i>Thank you!</i> <i>- michelle</i>			

Please mark your billing preference

I prefer standard MAIL

Save a stamp, please E-MAIL invoices!

Send invoices to this email:

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

**Balance Due** \$1,172.60



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

December 23, 2019  
Invoice No: 39169

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

**Professional Services for the Period: November 22, 2019 to December 19, 2019**

### Professional Services

	Hours	Rate	Amount
Principal Engineer	2.50	145.00	362.50
Engineer #3	1.00	108.00	108.00
Surveyor 1	4.00	118.00	472.00
Technician #2	25.25	92.00	2,323.00
Technician #4	38.25	81.00	3,098.25
Totals	71.00		6,363.75
<b>Total Professional Services</b>			<b>6,363.75</b>

### Unit Billing

GPS Survey Equipment	270.00	
Mileage	204.74	
Robot Total Station Equipment	630.00	
<b>Total Units</b>	<b>1,104.74</b>	<b>1,104.74</b>
<b>Total Project Invoice Amount</b>		<b>\$7,468.49</b>

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS  
OSKALOOSA, IOWA CRESTON, IOWA



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

December 23, 2019  
Invoice No: 39170

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

**Professional Services for the Period: November 22, 2019 to December 19, 2019**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	6.50	145.00	942.50	
Technician #1	1.00	105.00	105.00	
Technician #5	2.50	71.00	177.50	
Totals	10.00		1,225.00	
<b>Total Professional Services</b>				<b>1,225.00</b>

### Reimbursable Expenses

Filing Fee				
11/26/2019	IDNR		100.00	
<b>Total Reimbursables</b>			<b>100.00</b>	<b>100.00</b>

### Unit Billing

Copies			95.50	
<b>Total Units</b>			<b>95.50</b>	<b>95.50</b>

**Total Project Invoice Amount \$1,420.50**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS  
OSKALOOSA, IOWA CRESTON, IOWA



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

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

December 23, 2019  
Invoice No: 39171

Project 5016276 Washington - 15th Ave Paving, Storm Sewer, Sanitary Sewer, Water Main.  
Client ID #20040

**Professional Services for the Period: November 22, 2019 to December 19, 2019**

### Professional Services

	Hours	Rate	Amount
Principal Engineer	7.00	145.00	1,015.00
Technician #4	18.50	81.00	1,498.50
Technician #5	.25	71.00	17.75
Totals	25.75		2,531.25
<b>Total Professional Services</b>			<b>2,531.25</b>

### Unit Billing

Mileage	64.96
GPS Survey Equipment	315.00
<b>Total Units</b>	<b>379.96</b>

**Total Project Invoice Amount \$2,911.21**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS  
OSKALOOSA, IOWA CRESTON, IOWA



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

December 11, 2019  
Project No: 019001.DA  
Invoice No: 212489

**Invoice Total \$741.92**

Project 019001.DA Washington City Hall & Police Station

**Professional Services for Period Ending November 30, 2019**

**Professional Services**

Billing Phase	Fee	% Comp	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	28,349.50	100.00	28,349.50	28,349.50	0.00
Bidding and Negotiations	5,906.00	100.00	5,906.00	5,906.00	0.00
Construction Administration	29,532.00	15.00	4,429.80	3,839.16	590.64
Total Fee	63,787.50		38,685.30	38,094.66	590.64
<b>Total Fee</b>					<b>590.64</b>

**In House Expenses**

Mileage				151.28	
<b>Total In House Expenses</b>				<b>151.28</b>	<b>151.28</b>
<b>Total this Invoice</b>					<b>\$741.92</b>

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI Invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

www.f-w.com

FEIN#: 37-1123236

Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable

**Kevin D. Olson**  
**Attorney-at-Law**  
**1400 5<sup>th</sup> Street, P.O. Box 5127**  
**Coralville, Iowa 52241**

**Phone (319) 351-2277 Fax: (319) 351-2279 e-mail: kevinolsonlaw@gmail.com**

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January 2, 2020

Mr. Brent Hinson, City Administrator  
City of Washington, Iowa  
215 E. Washington Street  
Washington, Iowa 52353

**INVOICE**

For legal services rendered to the City of Washington, Iowa in November/December, 2019

TOTAL HOURS 16.0 hours (reg)

TOTAL MILES 330 miles

Hourly Rate \$90/hour- Reg  
\$75/hour - Court

Mileage Rate \$0.56 per mile

Reimbursements:

Filing Fee \$235.00  
Certified Mail service \$ 61.65

TOTAL INVOICE FOR NOVEMBER/DECEMBER, 2019 \$1,921.45

**Applicant License Application ( LE0003176 )**

**Name of Applicant:** Flying Boys LLC

**Name of Business (DBA):** Washington Liquor & Tobacco Outlet

**Address of Premises:** 304 W Madison street

**City** Washington

**County:** Washington

**Zip:** 52353

**Business** (502) 294-8154

**Mailing** 414 A avenue

**City** kalona

**State** IA

**Zip:** 52247

**Contact Person**

**Name** Achyut Adhikari

**Phone:** (502) 294-8154

**Email**

flyingboysllc@gmail.com

**Classification** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 01/20/2019

**Expiration Date:** 01/19/2020

**Privileges:**

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

**Status of Business**

**BusinessType:** Limited Liability Company

**Corporate ID Number:** XXXXXXXXXX

**Federal Employer ID** XXXXXXXXXX

**Ownership**

**Achyut Adhikari**

**First Name:** Achyut

**Last Name:** Adhikari

**City:** louisville

**State:** Kentucky

**Zip:** 40241

**Position:** owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Western Surety Company

**Policy Effective Date:** 01/20/2019

**Policy Expiration** 01/01/1900

**Bond Effective** 2

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

12-14-19/12-27-19

**STREETS:** Personnel salted priority streets and sprayed brine material on the square (1 inch snowfall). Personnel cold patched some of the priority streets.

**WATER DISTRIBUTION:** Personnel performed water shut offs for nonpayment, having 17 to turn off.

**SEWER COLLECTION:** Personnel investigated a sewer service in the 800 block of East Adams St. Personnel also operated the sewer camera in a few locations for investigative reasons. Jetting took place at the UP Home to assist with a sewer issue.

**STORM SEWER COLLECTION:** Personnel performed dye testing in the 600 block of East 3rd St, finding private intakes flowing into the storm line system.

**MECHANIC/SHOP:** Personnel serviced #119 (hydraulic leak), JD loader (serviced and a fuel gauge installed), removed decals from old PD Tahoe and Parks skid loader.

**OTHER:** Personnel responded to 14 One Call Locates. Personnel hauled 2 loads of cold mix (UPM) from Marion, IA. Personnel set up the Xmas tree drop off inside Central Park in the SE corner, a few Xmas trees were picked up in the City already and taken to the WWTP which were both put in the media for notification to the residences. A few loads of spoil were hauled away from the shop.

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



# MAINTENANCE & CONSTRUCTION DEPT. REPORT

## 11-30-19/12-13-19

**STREETS:** Personnel continued to operate the street sweeper. As well as completing the leaf pick up season. Personnel installed 3 Stop signs located on South 15th Ave where new construction took place earlier this year.

**WATER DISTRIBUTION:** Personnel repaired a water box (rod) located at 604 North Ave D. Personnel opened up South Ave B-West Van Buren and filled in settled areas along the east side of B Ave for vehicular traffic.

**SEWER COLLECTION:** Personnel jetted 600 ft of sanitary sewer in the 400-600 block of East 3rd St. Personnel investigated North 4th Ave from East 5th St to East 10th St for FOX Eng.

**STORM SEWER COLLECTION:** Personnel investigated North 4th Ave from East 5th St to East 10th St for FOX Eng.

**MECHANIC/SHOP:** Personnel serviced snow plows, finished FD trucks muffler adaptors and wiring for the new station, PD Jeep (noise issue), checked PD speed trailer, PD 306, PD 307, PD 905, John Deere end loader (clean cooling package and flush system and changed transmission fluid), K-9 unit, #601 and #117 (repair dashboard).

**OTHER:** Personnel completed the yard waste and bag pick up season. Responded to 31 One Call Locates. Personnel closed the North 4th Ave RR crossing for a couple days so a rail could be repaired. Personnel partially sealed the new FD drive. Operated a funeral service at Elm Grove. Personnel hauled rock to the material storage shed.

\*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  
January 7, 2020  
Council meeting**

- **After hour alarm and dog call outs –**
  - 13<sup>th</sup> WWTP, Post SBR high tank alarm, 9pm Fred
  - 23<sup>rd</sup> WWTP, High TSS alarm a.m. Jason
  - 24<sup>th</sup> dog call, Safety Center reported dog to be picked up at the Hospital 7:33 am Parker
  - 26<sup>th</sup> WWTP, Post SBR high tank alarm 7:45 pm Jason
  - 28<sup>th</sup> WWTP, Power outage at Plant 10:30 pm Parker
  - 31<sup>st</sup> dog to be picked up at paws and more 5:10 pm Parker
- **Dept Head meetings** – I attended the meetings on December, 17<sup>th</sup> , 31<sup>st</sup> , Jan. 7<sup>th</sup> , and plan on attending the 14<sup>th</sup>
- **Emergency Operation Plan (EOP) meetings** –I plan on attending the EOP meeting on Jan 14<sup>th</sup>
- **Dog pound report for December 2019** – Two (4) calls total for December 2019. **Zero (2)** call outs during normal hours and **two (2)** call outs after hours. **Two (1)** dogs were returned to their owners, **zero (1)** dogs the owners showed up on Parker's arrival, and **zero (1)** dogs were taken to Paws & More. One(1) dog dropped off at pound.
- **Bazooka-Farmstar, Inc sampling** –The pretreatment agreement (PTA) zinc daily maximum limit of **2.61 mg/L**. After the violation I sampled 5 more times
  - 11/20/19 result .593 mg/l
  - 11/26/19 result .605 mg/l
  - 12/03/19 result .646 mg/l
  - 12/10/19 result .467 mg/l
  - 12/23/19 result .394 mg/lWe will probably do a couple more random tests over the next few months,
- **Automated effluent discharge valve** –Still waiting on a quote for replacement

**Jason Whisler  
1/02/2020**

## Water Treatment Plant: December 2019 Council Report

Here is a summary of major updates and activities from the Water Department in December, 2019.

**Well 5-** December 12<sup>th</sup> around 11 pm well 5 VFD and Motor stopped working. The VFD is under warranty but the motor will need replaced at the city's expense. The motor was installed new in 2012. Getting 7 or 8 years out of a well motor is normal life expectancy. Cahoy is also recommending a new pump. I'm having Peerless Well and Gingrich Well coming to take a look at the well for a quote as well.

**Traffic Lights-** Neumiller Electric and Jim Connor planned on getting to the traffic light upgrade at Wiley Ave/92 (Wal-Mart) in December. They are still waiting on material and have not got to it yet. I'm hoping it gets done in January. Washington Electric is looking into taking down the old siren located next to McDonalds. The location is a bit of a problem for mobilization. It sounds like they may call a tree company to saw the siren down from the top and worry about the poll at a different time. We had a meeting with the city and DOT about a possible intersection at S 12<sup>th</sup> and Washington. Joe Marie fixed a couple decorative lights around the square. We changed some bulbs at the YMCA interseccion.

**Water Plant Operations-** Submitted the November MOR and currently working on Decembers. We submitted out Water Use Permit with the DNR, it is good for 5 years. We have collected and delivered all 40 lead and copper samples that are due by Dec. 31<sup>st</sup>. All 40 samples came back good. We will make copies and hand deliver results of samples. We also collected some extra sampling for Radium and Metals. We have helped out reading water meters the last few months. We collected routine monthly bacteria samples; results were absent. We changed bag filters. Ordered more water meters. We will continue to work on the water meter list. We had our monthly bulk chemicals refilled. We ordered more lab reagents.

**Operators-** Attended safety meetings, weekly staff meetings, Wellness park meetings, Emergency Planning meetings, Traffic light DOT meeting, and a meeting with Fox and Public Health. Both Will and I will need to attend some continue education classes this year. We both plan on taking exams this year as well.

Kyle W

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

<b>POLICE</b>	ALLIANT ENERGY	SERVICE	451.74
	BDH TECHNOLOGY	TECH SUPPORT	510.00
	CINTAS CORP LOC. 342	RUG SERVICES	76.16
	GALLS LLC	UNIFORM ACCESSORIES	208.49
	HY-VEE	HUMAN TRAFFICKING/COUNCELO	147.12
	INTOXIMETERS INC	EQUIPMENT	395.00
	IOWA PRISON INDUSTRIES	K9 VEHICLE DECALS	33.60
	ISCIA	CONFERENCE	150.00
	MID-STATES ORGANIZED CRIME	MEMBERSHIP DUES-WASH POLIC	150.00
	MOORE'S BP AMOCO INC	FLATBED TOWING/VEHICLE STORAGE	270.00
	QUILL	SUPPLIES	11.49
	UPS	SHIPPING CHARGES	10.24
	VISA	EDUC TRAINING, MEALS	350.00
	WAL-MART	SUPPLIES	22.71
	WASH CO PUBLIC HEALTH	HEP B VACCINATIONS	300.00
		<b>TOTAL</b>	<b>3,086.55</b>
<b>FIRE</b>	ACE-N-MORE	SUPPLIES	235.39
	ALLIANT ENERGY	SERVICE	903.46
	ARNOLD MOTOR SUPPLY	PARTS	34.14
	FELD FIRE	REPAIR	125.57
	HARRISON TRUCK CENTERS	SUPPLIES	30.64
	HARTSOCK, BILL	PLOW BLADE	981.36
	HIWAY SERVICE CENTER	PARTS	1,115.79
	IGRAPHIX, INC	SHIPPING	47.71
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE/INSTA	1,513.99
	MIDWEST BREATHING AIR SYSTEMS	AIR TEST	205.90
	MIDWEST WHEEL	FUSES	130.23
	PROFESSIONAL MUFFLER INC.	RE-ROUTE EXHAUST	500.94
	SITLER'S ELECTRIC	PARTS	111.25
	VISA	SUPPLY TOWELS	102.29
	WASHINGTON LUMBER	LUMBER	59.20
	WILLIAMS, KELLY	REIMBURSEMENT- LUMBER	168.75
		<b>TOTAL</b>	<b>6,266.61</b>
<b>DEVELOPMENT SERVICES</b>	ACE-N-MORE	SUPPLIES	4.99
	BRUNS, DAVID	INSPECTION SERVICES	75.00
	IA ASSN. OF BLDG OFFICIALS	MEMBERSHIP DUES	50.00
	ROUSH AUTOBODY & RESTORATION	REPAIRS	984.50
	WAL-MART	SUPPLIES	1.98
		<b>TOTAL</b>	<b>1,116.47</b>
<b>LIBRARY</b>	AMAZON	LIBRARY MATERIALS	404.40
	CENGAGE LEARNING INC/GALE	WESTERNS	62.27
	CINTAS CORP LOC. 342	RUG SERVICE	64.98
	FAREWAY STORES	SUPPLIES	52.89
	FISHER, JASON	JANITORIAL CONTRACT	1,245.00
	HY-VEE	PROGRAMMING	157.12
	KCTC	TECH SERVICES	640.00
	MIDWEST ALARM	LIBRARY ALARMS	345.00
	UPS	PAINT	14.49
	VISA	MATERIALS, PROGRAMMING, PO	259.40
		<b>TOTAL</b>	<b>3,245.55</b>

<b>PARKS</b>	ACE ELECTRIC. INC	FOUNTAIN DECOR TIMER	182.07
	ACE-N-MORE	REPAIRS	171.89
	ALLIANT ENERGY	SERVICE	749.88
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	268.00
	NORTHERN SAFETY CO., INC.	SAFETY SUPPLIES	52.52
	STRYKER SALES CORPORATION	AED KIT	90.20
	VISA	BANDSTAND OUTLETS, MEAL-MT	17.38
	WASHINGTON RENTAL	BLOWER RENTAL	30.00
		<b>TOTAL</b>	<b>1,561.94</b>
<b>POOL</b>	ALLIANT ENERGY	ALLIANT ENERGY	120.52
	VISA	BANDSTAND OUTLETS, MEAL-MT	9.03
		<b>TOTAL</b>	<b>129.55</b>
<b>CEMETERY</b>	ACE-N-MORE	DOOR SUPPLIES	184.29
	ALLIANT ENERGY	SERVICE	228.85
	ATCO INTERNATIONAL	ICE MELT	720.00
	GRAINGER	EAR MUFF PAD KITS	40.16
	TIFCO INDUSTRIES	PARTS	70.98
	VISA	SURGE PROT, COMPUTER, MONI	559.97
		<b>TOTAL</b>	<b>1,804.25</b>
<b>FINANCIAL ADMINISTRATI</b>	ALLIANT ENERGY	SERVICE	903.46
	ARMSTRONG HEATING & AIR CONDITIONING I	HVAC REPAIR	106.25
	CINTAS CORP LOC. 342	TOWEL SERVICE	359.48
	CREDIT BUREAU OF WASH	WASH CO REPORT	146.00
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	FAREWAY STORES	GOAL SETTING	18.45
	GOOGLE LLC	MONTHLY SERVICE	258.33
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE/INSTA	240.00
	PIP PRINTING	ENVELOPES	828.47
	PURCHASE POWER	POSTAGE REFILL	2,119.19
	QUILL	SUPPLIES	44.98
	RUNNING ROBOTS	WEB MAINTENANCE	498.00
	TYLER TECHNOLOGIES	ANNUAL MAINT CONTRACT	1,112.00
	VISA	LODGING & SOFTWARE&MEETING	312.99
	WAL-MART	SUPPLIES	20.98
	WASH COUNTY MINIBUS	LOST- JANUARY 2020	19,417.49
		<b>TOTAL</b>	<b>26,541.05</b>
<b>AIRPORT</b>	ALLIANT ENERGY	SERVICE	1,030.02
	JAMIESON, JEAN	DECEMBER CLEANING	245.00
	VISA	POSTAGE	32.71
		<b>TOTAL</b>	<b>1,307.73</b>
<b>ROAD USE</b>	ACE-N-MORE	SUPPLIES	197.03
	AGRILAND FS, INC	SUPPLIES	191.88
	ALTORFER	SERVICE-FILTERS	175.06
	BELL, JUSTIN J	SUPPLY REIMBURSEMENT	23.30
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	136.00
	DOUDS STONE LLC	ROADSTONE	775.26
	EQUIPMENT BLADES INC	SNOW PLOW PARTS	1,611.00
	GREINER DISCOUNT TIRES	TIRES	735.88
	HENDERSON PRODUCTS, INC.	PARTS	1,261.25
	HIWAY SERVICE CENTER	PARTS	45.99

	HOTSY CLEANING SYSTEMS	CAR WASH & DESALTING SOAP	276.47
	HY-VEE	MEETING	33.77
	IOWA PRISON INDUSTRIES	SIGNS	263.34
	JOHN DEERE FINANCIAL	SUPPLIES	130.04
	LAWSON PRODUCTS INC	PARTS	61.50
	MARTIN EQUIPMENT OF IA-IL	PARTS	228.64
	MID-AM RES. CHEMICAL CORP	DE-ICER SPRAY	97.07
	MOORE'S BP AMOCO INC	FUEL	82.39
	RIVER PRODUCTS	ROADSTONE	927.15
	ROCKMOUNT RESEARCH & ALLOYS, INC.	PARTS	2,218.68
	S & G MATERIALS	RECYCLING ASPHALT	247.27
	TIFCO INDUSTRIES	PARTS	316.74
	VANDER HAAG'S INC.	SNOW PLOW	1,500.00
	VISA	LODGING, CEU CLASS, MEALS,	764.55
	WELLINGTON, EARL	DIGITAL MULTIMETER	649.00
		<b>TOTAL</b>	<b>12,949.26</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	400.26
	SITLER'S SUPPLIES INC.	BULBS	88.00
		<b>TOTAL</b>	<b>488.26</b>
<b>LOST DEBT SERVICE</b>	UMB BANK, N.A.	2018B PAYING AGENT FEE	300.00
		<b>TOTAL</b>	<b>300.00</b>
<b>HOTEL/MOTEL TAX</b>	VISA	MEMBERSHIP- DESTINATION DE	150.00
		<b>TOTAL</b>	<b>150.00</b>
<b>SC RES UR</b>	WASHINGTON STATE BANK	TIF PAYMENT- VOGELS- PRINC	2,361.74
		<b>TOTAL</b>	<b>2,361.74</b>
<b>DEBT SERVICE</b>	UMB BANK, N.A.	2015 PAYING AGENT FEE	250.00
	UMB BANK, N.A.	2016-A PAYING AGENT FEE	250.00
	UMB BANK, N.A.	2016-B PAYING AGENT FEE	250.00
	UMB BANK, N.A.	2016C PAYING AGENT FEE	250.00
	UMB BANK, N.A.	PAYING AGENT FEE-2018A	300.00
		<b>TOTAL</b>	<b>1,300.00</b>
<b>CAPITAL PROJECTS</b>	AMAZON CAPITAL SERVICES	VOL FIRE BLDG EXP	1,320.97
	COMMUNICATION INNOVATORS	ADDITIONAL SPEAKERS	1,286.50
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE/INSTA	683.00
	MENARDS	VOL FIRE- BLDG EXPENSES	280.40
	VISA	VOL FIRE-BLDG EXPENSES	1,970.78
		<b>TOTAL</b>	<b>5,541.65</b>
<b>K-9 PROGRAM</b>	ADAM, SETH	REIMBURSEMENT- K-9 FOOD	106.98
	WASH VETERINARY CLINIC	DEX- NAILS	14.90
		<b>TOTAL</b>	<b>121.88</b>
<b>LIBRARY GIFT</b>	CUSTOM IMPRESSIONS INC	PROGRAMMING- TAB SHIRTS	150.92
	PREMIER PIANO SERVICE	TUNE PIANO	210.00
		<b>TOTAL</b>	<b>360.92</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	1,968.38

ION ENVIRONMENTAL SOLUTIONS  
JENNINGS, ELAINE  
JETCO  
MIDWEST ALARM  
POSTMASTER  
STATE HYGIENIC LAB  
STREFF, ROSE  
VISA

LAB SERVICES 104.00  
MILEAGE REIMBURSEMENT 19.72  
TCIC TROUBLESHOOTING 1,843.00  
ALARMS- WATER PLANT 533.04  
BULK MAILING WATER BILLS 786.24  
TESTING 690.00  
MILEAGE REIMBURSEMENT 3.94  
DNR FEES, MEMBERSHIP- RURA 405.00  
**TOTAL 6,353.32**

**WATER DISTRIBUTION**

ACE-N-MORE  
ALLIANT ENERGY  
AMAZON CAPITAL SERVICES  
BARRON MOTOR SUPPLY  
HENDERSON PRODUCTS, INC.  
IOWA ONE CALL  
LAWSON PRODUCTS INC  
LINCOLN WINWATER WORKS CO  
MAC TOOLS  
RIVER PRODUCTS  
SCHIMBERG CO.  
VISA

SUPPLIES 280.07  
SERVICE 48.09  
SAFETY CABINET 713.00  
SHOP LINE WRENCHES 58.11  
PARTS 242.50  
SERVICE 115.00  
PARTS 34.00  
CLAY COUPLINGS/PIPE 563.04  
PLUG STARTER/SPARK TESTER 29.68  
CONCRETE SAND 125.93  
PARTS 5,796.73  
LODGING, CEU CLASS, MEALS, 531.40  
**TOTAL 8,537.55**

**SEWER PLANT**

ALLIANT ENERGY  
ATCO INTERNATIONAL  
CUSTOM IMPRESSIONS INC  
ELECTRIC MOTORS OF IOWA CITY  
MELLEN & ASSOC.  
OMNISITE  
TELEDYNE ISCO, INC.  
UNITED LABORATORIES  
USA BLUEBOOK  
VISA

ALLIANT ENERGY 9,650.35  
PLANT CHEMICALS 410.00  
PLAQUE 97.50  
MOTOR REBUILD 1,356.26  
REPLACEMENT EFF VALVE MOTO 1,034.29  
CELL ALARM AT LEXINGTON 441.00  
SAMPLER PUMP REPLACEMENT 530.00  
LIFT STATION DEGREASER 611.40  
CHEMICALS 129.90  
TRAINING, COURSE, CERT FEE 590.75  
**TOTAL 14,851.45**

**SEWER COLLECTION**

ACE-N-MORE  
CHEMSEARCH  
CONTRACTOR SOLUTIONS  
GREINER DISCOUNT TIRES  
HARRISON TRUCK CENTERS  
HENDERSON PRODUCTS, INC.  
INDUSTRIAL TECHNOLOGY GROUP  
IOWA ONE CALL  
JOHN DEERE FINANCIAL  
KIMBALL MIDWEST  
MIKE'S PARTS & SERVICE  
SCHIMBERG CO.  
USA BLUEBOOK

ANTI-FREEZE 91.69  
SUPPLIES 382.25  
SUPPLIES 81.00  
TIRE REPAIR-YARD WASTE TRA 37.50  
RUNNING BOARDS 360.80  
PARTS 242.50  
INSPECTIONS SOFTWARE FOR M 1,400.00  
SERVICE 71.20  
SUPPLIES 1.99  
PARTS 431.34  
PLOW HEADLIGHTS 210.06  
PARTS 1,104.73  
WWTP LAB CHEMICALS 2,782.48  
**TOTAL 7,197.54**

**SANITATION**

JOHNSON COUNTY REFUSE INC  
WASH CO HUMANE SOCIETY

REFUSE AND RECYCLING 45,955.50  
DECEMBER COLLECTIONS 366.98  
**TOTAL 46,322.48**

**TOTAL 151,895.75**

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



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

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## **Memorandum**

January 2, 2020

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

From: Brent Hinson  
City Administrator

Re: Disorderly House Ordinance- 2<sup>nd</sup> Reading

We have not received any further comments to my knowledge on the revised ordinance, so I believe we should be ready for consideration on 2<sup>nd</sup> reading.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 40, PUBLIC PEACE,  
OF THE CODE OF ORDINANCES OF WASHINGTON, IOWA**

**BE IT ORDAINED** by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. Add Section. A new Paragraph 40.06 is adopted as follows:

**“40.06 DISORDERLY HOUSE.**

1. Definition. For purposes of this section, the term “disorderly house” shall mean and include any building, house, enclosure, or place in or upon which occurs any of the following prohibited activities:
  - A. Disorderly conduct as defined in Section 40.03.
  - B. Any noise in violation of the provisions set forth in this or any other chapter of this Code of Ordinances.
  - C. The open storage, use, consumption, or distribution of a controlled substance as defined in Chapter 124 of the Code of Iowa, under which possession of such substance would be an offense.
  - D. Gambling in violation of Chapter 99B of the Code of Iowa.
  - E. Dispensing, selling, or consumption of an alcoholic beverage in violation of Chapter 123 of the Code of Iowa.
  - F. Acts of prostitution, pimping, or pandering as defined in Chapter 725 of the Code of Iowa.
  - G. Illegal use of fireworks that an individual, owner, lessee, renter, proprietor, or any other person with control of the real property allows, permits, hosts, consents to, or facilitates the use of.
2. Disorderly House Prohibited. No person (individual, owner, lessee, renter, proprietor, or any other person with control of the real property) shall knowingly keep, maintain, operate, or be concerned with keeping, maintaining or operating with the city a disorderly house; nor shall any person knowingly own or be interested as a proprietor or landlord of such a place.
3. Authority to Restore Order and Disperse; Failure to Disperse. Upon issuance of a citation for violation of this section, any peace officer of the city shall have the authority to restore order upon the subject premises, up to and including ordering the dispersal of persons from the subject premises. Any

*Proposed Revisions for 2<sup>nd</sup> Reading as of 12/3/19*

person who fails or refuses to obey and abide by such an order shall be guilty of a violation of this section.

4. Notice Procedure for Landlords. In the event that the City has determined that the Disorderly House is a residential rental property, the City shall give notice via regular mail to the Landlord to the address listed on its rental registration on file with the City. Said notice shall describe the condition that at the residential rental property which gives rise to a violation of this Section 40.06 and a notice that the failure to remedy the prohibited activity at the residential rental property may result in a violation of this Section 40.06. However, if the Landlord takes either of the following actions, the City shall not file a municipal infraction against the Landlord for violation of said Section 40.06:

- A. Commenced procedures under Chapter 562A of the Code of Iowa to evict the tenant from the residential rental property; or
- B. If a first offense against this particular tenant at the residential rental property, the Landlord provides to the City a plan to ensure that a recurrence of the violations will not continue at the residential rental property.

If the Landlord fails to take any action within thirty (30) days within the mailing of the notice described in this subparagraph 4, the City may file a municipal infraction citation against the Landlord for violation of said Section 40.06.

5. Appeals. A Landlord, within thirty (30) days of the mailing of the notice above, may file written notice of appeal to the City Clerk. The appeal will be heard in accordance with the appeal procedures outlined in Chapter 50 of this Code.

**4.6 Penalty.**

~~A.~~ A. Any person violating the provisions of this ~~section~~Section shall be deemed guilty of a simple misdemeanor and ~~upon~~ conviction ~~shall be punished in accordance with subsection of such~~ may impose punishment as outlined in Section 1.14 of this Code of Ordinances.

~~B.~~ B. Any repeat violations of this ~~subsection~~Section 40.06 by a property owner or tenant may be considered a municipal infraction and ~~punished~~punishable as outlined in ~~accordance with~~ Chapter 4 of this Code of Ordinances."

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

*Proposed Revisions for 2<sup>nd</sup> Reading as of 12/3/19*

SECTION 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 \_\_\_\_\_, 2019.

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

Attest:

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

Approved on First Reading: \_\_\_\_\_ October 15, 2019

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

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



*215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
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## **Memorandum**

January 2, 2020

To: Mayor and City Council

Cc: Illa Earnest, City Clerk; Nick Pacha, Park Superintendent

From: Brent Hinson  
City Administrator

Re: 3-Year Agreement with YMCA for Aquatic Center Management Services

The agreement with the YMCA for management of the aquatic center was last discussed at our December 17 meeting. We have reviewed the Council's comments at the meeting, and have attempted to address the concerns raised in the attached revised agreement. We have made adjustments to make early closures or late openings acceptable only in cases of weather watches or warnings, and added a notification provision to KCII in the case where a watch or warning has expired but the Y judges it best to remain closed for the day. Under this revised agreement, Council would also have oversight of the set hours of operation in the same way that it currently does for fee changes. Finally, we have added a provision allowing for no-charge usage for WCDC or other special needs groups, as coordinated with the Y. I hope these changes can make the agreement acceptable to all.

MANAGEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF WASHINGTON, IOWA  
AND  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF WASHINGTON, IOWA

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of Washington, Iowa, an Iowa municipal corporation, having an address for business at 215 E. Washington Street, Washington, Iowa, 52353, (hereafter the "City"); and the Young Men's Christian Association of Washington, Iowa, an Iowa nonprofit corporation, having an address for business at 121 E. Main Street, Washington, Iowa, 52353 (hereafter the "Manager").

WHEREAS, the City owns the Washington Steele Family Aquatic Center (hereafter the "Facilities") located at 1000 W. Madison Street, Washington, Iowa, 52353; and

WHEREAS, City desires to retain the services of Manager to manage the Facilities and the Manager desires to manage the Facilities; and

WHEREAS, City and Manager desire to set forth the terms under which the Manager will manage the Facilities.

NOW, THEREFORE, for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. APPOINTMENT.

The City hereby grants the Manager the exclusive right to manage the Facilities at the Washington Steele Family Aquatic Center. Manager will provide its management services during the Term of this Agreement in accordance with the terms and conditions herein contained.

II. SERVICES OF MANAGER.

Section 2.1 Management of Facilities.

Manager will provide management, supervision and direction of the operation and management of the Facilities in accordance with the standards to those prevailing at similar municipal operated outdoor aquatics centers and in accordance with standards of regulatory agencies and within in the safety standards set forth by the prevailing industry standards for aquatic centers.

Manager will be responsible to provide telephone and internet services during the months of operation, May through August for the operation and management of the Facilities.

Manager will be responsible for maintaining the regular cleanliness of the Facilities in accordance with proper sanitary standards and shall report any concerns to the City immediately.

Manager shall be responsible for all necessary water quality testing and convey any concerns to the City CPO immediately.

**Section 2.2    Procurement.**

Manager shall purchase for the operations of the Facilities all cleaning supplies, first aid and safety supplies and equipment, office supplies and equipment, food and beverage and other services needed to operate the Facilities, except as listed in Section 3.1, 3.2 and 3.3 below.

**Section 2.3    Personnel.**

All personnel employed at the Facilities shall be the employees of the Manager. All employee costs, including, but not limited to salaries, benefits, FICA, unemployment insurance, and other costs of employment shall be the sole cost of the Manager. Manager shall ensure that all employees have undergone and passed the required background screening process prior to employment. Manager shall ensure all employees have obtained the required training and shall maintain the ongoing training in accordance with the prevailing standards for aquatic centers.

**Section 2.4    Books and Accounts.**

Manager shall keep and maintain complete and accurate books of account of all sales, gross receipts and sales tax records and returns for Facilities. All such books shall be kept and prepared in accordance with good accounting and management practices in accordance with generally accepted accounting standards. Such books shall be available for examination by the City, or any agents or auditors as designated by the City, during the Manager's normal business hours.

**Section 2.5    Early Closure or Late Opening.**

Manager agrees that facility shall not close early, relative to posted hours, due to low attendance. Early closures or late openings are only permissible in the case of watches or warnings issued by the National Weather Service. Manager shall make reasonable efforts to open or reopen upon the expiration of such watches or warnings, and will inform KCII Radio for broadcast if the facility is to remain closed for the remainder of the day.

**III.    CITY OBLIGATIONS.**

**Section 3.1    Cleaning, Maintenance and Repairs.**

City will be responsible for maintenance of the Facilities' premises and keeping all equipment in good condition and repair. City shall provide for and will arrange garbage and trash removal necessary for the Facilities to operate in accordance to proper sanitary standards in compliance with all applicable health and sanitation laws and regulations.

City will be responsible for the necessary procedures to open and close the Facilities each season and any costs related to those procedures.

City will be responsible for back washing and vacuuming the Facility and will report to the Manager any issues that would prevent the Manager from meeting their obligations for operating the Facility.

**Section 3.2     Utilities and Chemicals.**

City will be responsible for providing gas and electric utility services for the operation of the Facility. City will provide will provide the CPO as required to operate the Facility in accordance with standard regulations. City will maintain the chemical systems for the Facility to ensure the proper sanitary standards are in compliance with all applicable health and safety regulations. City will purchase the necessary chemicals that are necessary for the safe operation of the Facility as deemed by the CPO.

**Section 3.3     Capital Expenses.**

All capital expenditures necessary for the Facilities to operate in accordance with Section 2.1 shall be at the sole cost of the City.

**Section 3.4     Licenses and permits.**

Manager, as agreed upon by both parties, will be responsible for obtaining, or causing to be obtained, and will maintain in full force and effect, all such licenses.

**Section 3.5     Security Cameras**

Manager will be provided access to the surveillance systems in place at the Facilities to ensure that any issues or concerns can be addressed immediately in accordance with the prevailing industry standards for aquatics centers. Manager shall notify City of any issues or concerns that result in damage to Facilities immediately.

**IV. MANAGEMENT FEES.**

**Section 4.1     Management Fee**

As compensation for the Manager's services hereunder, the City agrees to pay Manager an annual management fee as reflected below. This management fee shall be paid to the Manager in full no later than July 3<sup>rd</sup> of each Fiscal Year that this agreement is in effect.

- (a) For the 2020 Season: \$2,000
- (b) For the 2021 Season: \$2,500
- (c) For the 2022 Season and thereafter (unless amended): \$3,000

**Section 4.2     Facility Use Fees**

Manager shall set facility fees and hours of operation, subject to confirmation of the City Council. Proposed fee and hour changes shall be submitted to the Park Board of the City no later than March 1 of the effective season. Upon recommendation of the Park Board, the City Council shall consider a Resolution confirming said ~~fee~~ changes.

**Section 4.3     Fee-Exempt Activities**

Manager shall have the flexibility to schedule official activities of the YMCA outside of normal facility hours with no additional facility fee, unless a specific fee for that activity has been proposed by the Manager and confirmed by the Council as detailed in Section 4.2 of this Agreement.



Manager agrees to provide for facility use by local special needs groups without charge, as arranged between the Manager and any such groups. The Manager may set reasonable conditions for this use.

## **V. INSURANCE**

### **Section 5.1 Workers' Compensation.**

Manager will provide and maintain workers' compensation insurance on all of the Manager's employees working at the Facility and said cost will be treated as an operating expense.

### **Section 5.2 Liability Insurance.**

Manager shall maintain at all times during the Term of this Agreement for the protection of the City and Manager comprehensive or commercial general bodily injury and property damage liability insurance in an amount of not less than \$1 million for each occurrence. Said insurance policies shall name the City as an additional insured. Manager shall provide to the City a certificate of insurance evidencing such policies with a thirty (30) day notice of cancellation.

### **Section 5.3 Property Insurance.**

City shall keep the City structures on the premises insured against loss or damage from fire, explosion or other cause normally covered by other broad form insurance policies. Manager shall be named as an additional insured on said policy for the Facilities.

### **Section 5.4 Cost of Insurance.**

The cost of insurance listed above in Section 5.1 and 5.2 shall be an Operating Expense pursuant to this Agreement and be the responsibility of the Manager. The costs of insurance listed above in Sections 5.3 and 5.4 shall be the responsibility of the City.

## **VI. TERM AND TERMINATION OF AGREEMENT.**

### **Section 6.1 Term of Agreement.**

The term ("Term") of this agreement shall commence on the effective date of this Agreement and shall continue until December 31, 2022. In the event this Agreement is not terminated pursuant to Section 6.2 or 6.3 below, the Agreement shall be extended for an additional year Term shall be effective January 1<sup>st</sup> through December 31<sup>st</sup> of the subsequent calendar year. After the completion of the initial three-year term, the Agreement will remain in full force and effect on a year by year basis until termination by either party in accordance with Sections 6.2 or 6.3 below.



**Section 6.2    Termination of Agreement for Convenience.**

This Agreement shall remain in full force and effect until terminated by either party by giving written notice to the other party no later than November 30<sup>th</sup> of the year in which the Agreement is in operation.

**Section 6.3    Notice of Default; Termination for Breach.**

In the event that either party breaches any term of this Agreement, the non-breaching party may send a Notice of Default to the breaching party giving the breaching party fourteen (14) calendar days to cure said default. In the event that said default is not cured within fourteen (14) days or an extension given by the non-breaching party, this Agreement shall terminate.

In the event of termination under this Section 6.3, the breaching party shall pay all reasonable costs and attorneys' fees required to terminate said Agreement or litigate the breach in a court of competent jurisdiction.

**VII.    MISCELLANEOUS**

**Section 7.1    Notices.**

All notices required under this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or via hand delivery as follows:

To the City:    City Clerk  
                    City of Washington, Iowa  
                    215 East Washington Street  
                    Washington, Iowa 52353

To the Manager (until 6/20): Director  
   YMCA of Washington County  
   121 East Main Street  
   Washington, Iowa 52353

To the Manager (after 6/20): Director  
   YMCA of Washington County  
   520 West 5<sup>th</sup> Street  
   Washington, Iowa 52353

Or at other such address as is from time to time designated by the party receiving the notice. Any such notice that is mailed in accordance herewith shall be deemed received when the Notice is deposited with the United States Postal Service, postage prepaid. In the event of hand delivery, the Notice shall be deemed delivered when the hand delivery is made to the address listed above.

**Section 7.2    No partnership or joint venture.**

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City on the one part, and the Manager, its successors or assigns, on the other part.

**Section 7.3    Amendment.**

This Agreement shall not be amended or changed except by a written instrument executed by both parties.

**Section 7.4    Authority to Enter Agreement.**

- (a) In order to induce the Manager to enter into this Agreement, the City represents and warrants that the execution of this Agreement is permitted by the statutory and constitutional authority of the City and this Agreement has been duly authorized, executed and delivered, and will throughout the Term of this Agreement, constitute a legal, valid and binding obligation of the City enforceable in accordance with the terms hereof.
- (b) In order to induce the City to enter into this Agreement, the Manager represents and warrants that the execution of this Agreement is duly authorized by the Articles of Incorporation and the Bylaws of Manager, and this Agreement is duly authorized, executed and delivered, and throughout the Term of the Agreement, constitutes a legal, valid and binding obligation of the Manager enforceable in accordance with the terms hereof.

**Section 7.5    Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior understandings and writings with respect to such matters, and may be changed or supplemented only by a writing executed by both parties.

**Section 7.6    Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together, shall constitute one and the same agreement.

**Section 7.7    Governing Law.**

This Agreement shall be interpreted in accordance with the laws of the State of Iowa and any litigation commenced to enforce any of the terms of this Agreement shall be filed in the Iowa District Court for Washington County or the Federal District Court for the Southern District of Iowa.

**Section 7.8    Binding Effect.**

This Agreement shall be binding upon the successors and assigns of each of the parties hereto.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20~~20~~<sup>19</sup>.

CITY:

YMCA:

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

\_\_\_\_\_  
Amy Schulte, Association Director

ATTEST:

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

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



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

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## **Memorandum**

December 13, 2019

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

From: Brent Hinson  
City Administrator

Re: Capital Improvements Plan (CIP) Update for FY21-25

The City Council last updated the CIP in January 2019. Attached is a proposed update to that plan, as we get ready for budget time. The total draft plan is around \$28 million, which is consistent with past plan updates. Around \$10 million of these projects are in various stages of already being in motion.

Here is a quick year-by-year summary of the changes proposed:

### **FY20/Carryover**

- South Avenue B Water Main: This has been moved up, to reflect that the M/C crew started on the project this fall. They will finish it within FY21 all the way up to between Adams & Monroe, where they will tie into existing newer 8".
- North 4<sup>th</sup> Project: I have asked FOX to look into adding the Y/Wellness area sidewalk project as an extension of the North 4<sup>th</sup> Project. This gives us the best timing for completion for that work prior to the opening of the Y, if possible.

### **FY21**

- Adams from 9<sup>th</sup> to 15<sup>th</sup> Paving: This project has been separated back out from the South 12<sup>th</sup> (Tyler to Adams) project since cost estimates have gone up. South 12<sup>th</sup> is now slated for FY24.

- **Lincoln Safe Routes to School:** In 2013, we did an extensive Safe Routes to School study, report, and grant application with the help of Washington County Public Health. Unfortunately, the grant program was later eliminated. This study identified various sidewalk improvements to be made. We have done some and are planning to take care of others along with anticipated paving projects, but I show us handling the remaining segments called for in the SRTS plan in this CIP update: along Monroe from Iowa to 4<sup>th</sup> in FY20 and along Van Buren from 6<sup>th</sup> to 9<sup>th</sup> in FY22.
- **Water Facility Plan Update:** This would update the City's 2013 Water Facility Plan to incorporate the WTP upgrade and all other changes made, and specifically focus on necessary steps to upgrade the water distribution system.
- **Bell Land Development:** I have put a placeholder in for a \$2 million revenue bond to develop this property. It may be due to the recent possibility arising of the City being gifted other residential land that the development of that land may come first, at a much lower expected cost.

#### FY22

- **East Main (12<sup>th</sup> to 15<sup>th</sup>) Water Main:** Based on cost estimates, we have now bounced this back to being an in-house project. It will now be the next in-house project after the South B water main is done.
- **Lincoln Safe Routes to School:** We have combined all the work into one project due to the need to take on the Y/Wellness Park area sidewalks first. The project includes new sidewalks along Monroe from Iowa to 4<sup>th</sup> and along Van Buren from 6<sup>th</sup> to 9<sup>th</sup>.
- **South 12<sup>th</sup>/East Washington Intersection:** Following the meeting with the DOT this week, we are envisioning this as a \$400,000 project with \$300,000 in grant funding. There are two separate programs we would need to apply for. The scope of the project would include new traffic signals, intersection modifications on 12<sup>th</sup> as called out in the TEAP study, and transition from 4 lane to 3 lanes with a center turn lane. Of course, all of this will be subject to Council and DOT review & approval, but this is very promising for both safety and traffic flow in this area, at less cost to the City than anticipated.

#### FY24

- **Central Storm Sewer Study:** The study that FOX conducted of the North 2<sup>nd</sup> underpass lift station found that in order to upsize its pumping capacity, a new, larger force main would have to be built. However, if this were to be done, flooding problems would be created in other parts of the downtown/central area of town. This item would involve in-depth study of the drainage system in the central area of town, recommending

improvements that would ease these issues and eventually allow the stormwater lift station to be upgraded.

- **South 12<sup>th</sup> from Tyler to Adams Paving:** This project has been split from the East Adams project and moved back a few fiscal years due to budget concerns.

#### FY25 (Newly Added to Plan)

- **Wellness Park Phase 2:** This would involve construction of the dam to allow for a permanent pond, along with a dock and other improvements. The project scope would also likely include upgrades to the soccer complex such as irrigation and restrooms, as well as other ancillary improvements to be identified for the overall facilities.
- **Airport Layout Plan Update:** This is the Airport Commission's official document that goes to FAA and includes all the projects eligible for funding. The last ALP was done at least 10 years ago.
- **South 4<sup>th</sup> Water Main:** This project was identified originally in the 2013 Water Facility Plan, but has moved back and forth between "future years" and being included in the 5-year plan. This is a critical project to improve water pressure in the south-central area of town, with a new 10" main being extended from East Main Street to East Madison Street. It would also include 1 block of new 8" water main on East Jefferson between 3<sup>rd</sup> & 4<sup>th</sup> to tie into the 8" we extended for the Fire Station project.
- **Aquatic Center Plaster & Repainting:** This is the largest project we envision as part of our Aquatic Center maintenance now that the facility is getting to 20+ years of age. This would involve completely re-plastering and re-painting the entire pool basin, at an estimated cost of \$150,000.

#### Future Years

A new project listed in the "Future Years" of the plan is:

- **West Madison Water Main from D to Highway 1:** We have had many breaks in recent years on this line, which is on Highway 92 through town. The entire line from D to Highway 1 needs to be replaced, and would likely have to be bored (at higher cost) due to DOT standards.

#### Projects Dropped from Scheduled to Future Years

- **Sunset Park Main Pavilion Remodel, North Park Restrooms, and Water Tower Park Play Structure:** These have been moved back to allow for completion of Wellness Park Phase 1 in FY20-21.

- **Apron/New Large Hangar:** The Airport Commission has determined that it is not financially sustainable to construct a large new hangar at this point. The parking apron project constructed several years ago would still facilitate this in the future if desired.

Projects Completed Since Last Year (or complete enough to count)

- Fire Station Construction
- South 15<sup>th</sup> Paving & Subdivision/S. 14<sup>th</sup> Ave Storm Sewer
- I/I Project (SE Basin)/Egg Relocation
- East Washington Sidewalk

Projects Dropped from Plan

- **South 7<sup>th</sup> & Marion/Jefferson Water Main Tie-In:** This in-house project to construct new water main from Washington to Madison on South 7<sup>th</sup>, plus tying together water mains at Marion and Jefferson that cross but do not intersect in order to improve water pressure along Jefferson has been dropped after analysis by FOX in September 2019 showed that construction of a South 4<sup>th</sup> water main, plus upgrades to East Jefferson, would be a much more effective way to address flow issues in this area.

I am hoping to have discussion at this meeting, and then we can complete the discussion and potentially set the hearing at the January 7 meeting. We could then hold the hearing at our second January meeting.

Proj #	Proj Type	Amount Budgeted	GO Debt	Revenue Debt	Water	Sewer	Road Use	TIF	Quarterly Riverboat	Special Assess	Grant	Other	Notes
<b>Council Previously Approved/Discussed Projects</b>													
<b>FY20 Budgeted/Council Approved/Carryover</b>													
111A	W	\$50,000			\$50,000		\$30,000				\$270,000	\$15,000	In-House
112	A	\$450,000									\$765,000	\$160,000	AP002 match
113	P/R/SW	\$3,768,424	\$1,433,520		\$93,977			\$208,053	\$1,085,874		\$765,000	\$160,000	Grft,WP310 match
117	B	\$50,000	\$800,000				\$240,561	\$138,200		\$40,000	\$25,000		Sidewalk to IR
117	R/SS	\$1,218,761											
122	B	\$2,206,559	\$2,250,000	\$0	\$90,000	\$200,000	\$85,000					\$2,206,559	Partner with N. 4th Pvg
125/127	S	\$2,585,000	\$4,483,520	\$0	\$193,977	\$200,000	\$355,561	\$346,253	\$1,085,874	\$40,000	\$1,080,000	\$2,406,559	
<b>FY20 Totals</b>													
<b>Fiscal 2021</b>													
111B	W	\$50,000			\$50,000								In-House
120	S	\$200,000				\$200,000							
123	A	\$200,000									\$150,000	\$50,000	Apport 002 match
107	W	\$487,108			\$487,108								Bore Line & Patch Brick
133	R/SS	\$1,350,000	\$1,000,000				\$275,000			\$75,000			
147	W	\$35,000			\$35,000								
148	R/W/S	\$2,000,000		\$2,000,000									
149	R/SS/SW	\$2,885,950							\$475,000		\$2,210,950	\$50,000	
<b>FY21 Totals</b>													
<b>Fiscal 2022</b>													
118	W	\$50,000			\$50,000								In-House
137	A	\$393,000					\$39,300				\$353,700		
139	S	\$200,000				\$200,000							
142/143	R	\$140,000					\$120,000			\$20,000			
149	R	\$400,000					\$100,000				\$300,000		
<b>FY22 Totals</b>													
<b>Fiscal 2023</b>													
126	W	\$75,000			\$75,000								In-House FY23-25
136	R/SS/SW	\$3,845,000	\$1,000,000		\$350,000			\$1,300,000	\$1,195,000				
140	R	\$25,000					\$25,000				\$0	\$0	
<b>FY23 Totals</b>													
<b>Fiscal 2024</b>													
144	A	\$201,500					\$20,150				\$181,350		
145	S	\$1,400,000	\$1,000,000			\$400,000							
150	SS	\$100,000				\$100,000							
121	R/SS	\$1,150,000	\$900,000		\$75,000		\$100,000			\$75,000			
<b>FY24 Totals</b>													
<b>Fiscal 2025</b>													
151	P	\$1,150,000	\$1,150,000										Riverboat MIG over 3 yrs
152	A	\$500,000					\$50,000				\$270,000		



Proj #	Proj Type	Amount Budgeted	Revenue Debt	GO Debt	Water	Sewer	Road Use	TIF	Quarterly Riverboat	Special Assess	Grant	Other	Notes
135	W/R	\$1,345,000		\$545,000	\$800,000								Jeff WM 3rd to 4th/ ADA
153	P	\$150,000		\$150,000									
FY25 Totals		\$2,945,000	\$0	\$1,845,000	\$800,000	\$0	\$30,000	\$0	\$0	\$0	\$270,000	\$0	
Programmed Totals		\$28,249,302	\$2,000,000	\$2,116,085	\$1,100,000	\$1,065,011	\$1,646,253	\$2,765,874	\$210,000	\$4,526,000	\$2,466,559		
<b>Future Years or Unscheduled</b>													
104/105	A	\$335,000											Request FY23/Not funded
Parallel Textway for 1836 & N End 13/31													
	A	\$2,300,000											
	P	\$30,000											
	P	\$3,475,265											Start in FY25- Riverboat
124	P	\$50,000											
130	P	\$75,000											
132	P	\$30,000											
	R	\$265,000											
	R	\$430,000											
	R	\$200,000											
	R	\$260,000											
	R/S	\$596,800											
	R/W	\$625,900											
	R/S	\$436,000											
	R/S	\$377,260											
	R/S	\$1,000,000											
	W	\$227,250											
	W	\$1,340,500											
	W	\$317,250											
	W	\$436,200											
	W	\$1,500,000											
146	S	\$600,000											
134	S	\$200,000											
	S	\$200,000											
	S	\$150,000											
Future Years Total		\$15,122,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Project Types</b>													
R= Road S= Sewer B= Building P= Parks													
W= Water SS= Storm Sewer A= Airport													
<b>Project Cost Key</b>													
Blank- no cost estimate													
FOX- engineer preparing cost estimates													

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



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

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December 31, 2019

Patty Koller, Executive Assistant  
Washington County Riverboat Foundation  
205 W. Main Street  
Washington, IA 52353

Dear Patty:

On behalf of the City of Washington, I am writing to provide you an annual report on usage of the municipal grant funds provided to us by the Washington County Riverboat Foundation for calendar year 2019. The City greatly appreciates receiving this funding, and we are doing everything we can to ensure that it is spent in the wisest manner possible to meet important community needs. Should you ever need more detailed information on the usage of grant funds allocated to the City of Washington, please let me know and I will provide it promptly.

I have attached a spreadsheet detailing the City's usage of municipal grant monies to date. We continue to track all monies received through our Riverboat Foundation Capital Projects Fund.

The headline items this year were: 1) Continued progress on the Wellness Park; 2) Success of the Downtown Investment Grants program; and 3) Completion of the Kirkwood trailhead.

With the vital assistance of a Fall 2019 WCRF competitive grant, we are ready to proceed in the spring with the completion of the Wellness Park, Phase 1. The DIG program has leveraged over \$632,000 in investment additional to the municipal grant funds in our downtown to date.

None of these projects would be possible without your generous support. Thank you.

Sincerely,

Brent Hinson  
City Administrator

City of Washington  
Uses of Riverboat Foundation Municipal Grant Funds  
December 31, 2019

**Prior to 6/30/17\***

**Since Introduction of Application Process (Effective 7/1/17)**

<u>FY18 Projects</u>	Total Project Funding	Expended To Date	Percentage Complete	Post 7/1/17 Municipal Grant Funds Received	Post 7/1/17 Mun Grant Funds Allocated	<u>Status</u>
Downtown Investment Grants	\$ 626,967.71	\$ 626,967.71	100.00%	\$ 128,500.00	\$ 128,500.00	Complete
WAPAEC Auditorium Pledge	\$ 50,000.00	\$ 50,000.00	100.00%	\$ 20,000.00	\$ 20,000.00	Complete
Central Park Fountain	\$ 14,101.49	\$ 14,101.49	100.00%	\$ 14,101.49	\$ 14,101.49	Complete
Wellness Park**				\$ 206,284.56	\$ 206,284.56	Phase 1A Complete
Kewash Trail Paving/New Spur	\$ 160,000.00	\$ 160,000.00	100.00%	\$ 60,000.00	\$ 60,000.00	Complete
FY18 Totals	\$ 851,069.20	\$ 851,069.20		\$ 428,886.05	\$ 428,886.05	
<u>FY19 Projects</u>	Total Project Funding	Expended To Date	Percentage Complete	Post 7/1/17 Municipal Grant Funds Received	Post 7/1/17 Mun Grant Funds Allocated	<u>Status</u>
Wellness Park**				\$ 219,794.96	\$ 219,794.26	See below
Business Park, Phase II	\$ 2,839,340.00	\$ 3,390.75	0.12%	\$ 225,000.00	\$ 225,000.00	Design beginning in early 2020
FY19 Totals	\$ 2,839,340.00	\$ 3,390.75		\$ 444,794.96	\$ 444,794.26	
<u>FY20 Projects</u>	Total Project Funding	Expended To Date	Percentage Complete	Post 7/1/17 Municipal Grant Funds Approved	Post 7/1/17 Mun Grant Funds Allocated to Date	<u>Status</u>
Wellness Park**	\$ 3,034,900.60	\$ 1,160,300.05	38.23%	\$ 325,000.00	\$ 182,234.28	Phase 1B Proceeding in Spring 2020
Downtown Investment Grants	\$ 541,939.99	\$ 153,939.99	28.41%	\$ 100,000.00	\$ 49,500.00	Y on Square Underway; GB Phase II ?
FY20 Totals	\$ 3,576,840.59	\$ 1,314,240.04		\$ 425,000.00	\$ 231,734.28	
Grand Totals- Post 7/1/17	\$ 7,267,249.79	\$ 2,168,699.99		\$ 1,298,681.01	\$ 1,105,414.59	

\* See 2018 Report for Detail

\*\* Wellness Park FY20 Includes Entire Project Funding

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



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

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## **Memorandum**

January 2, 2020

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

From: Brent Hinson  
City Administrator

Re: Agreement with Impressions Custom Computers

This is the annual agreement we have with Impressions Custom Computers for IT services. They are proposing an increase in the "retainer" amount from \$1,800 to \$2,000 and an increase in the hourly rate from \$75 to \$80. Their numbers have not changed in a number of years, and they do a great job for us. I recommend approval of the agreement.

# AGREEMENT TO PROVIDE SERVICES

This Agreement is entered into by and between **Impressions Custom Computers, Inc.**, located at 108 W. Main, Suite B, Washington, IA 52353-0927, hereinafter referred to as **Impressions**, and **City of Washington (Water & Engineer Departments)**, located at Washington, Iowa, hereinafter referred to as **Client**, for the purpose of enabling **Impressions** to provide services to the **Client**.

## 1. TERM AND TERMINATION.

1.1 Term/Extension. This Agreement is effective beginning the 1<sup>st</sup> day of December, 2020 and terminates on the 1<sup>st</sup> day of December, 2021. This Agreement will automatically be renewed on an annual basis unless written termination is received according to the Terms of paragraph 1.2. Continuation of this Agreement shall be subject to such extensions after the initial term as the parties may agree.

1.2 Termination. **Client** may not cancel this Agreement during the initial term unless, after having notified **Impressions** of a material breach of this Agreement, that breach is not cured within thirty days from the date that the written notice of breach was mailed or delivered.

Either party may cancel this agreement after the initial term with sixty days prior written notice; however, termination by the **Client** shall not create the right to a refund of any service fees previously paid or payable, except in the event **Impressions** is unable to provide the contracted services stated herein.

## 2. SCOPE OF SERVICES.

2.1 The scope of the services shall be as set forth in the attached Addendum.

2.2 The scope of the services shall not be expanded by conduct, acquiescence, or verbal understandings, but shall only be legally valid and enforceable if contained in writing and executed by both parties.

2.3 **Impressions** shall have no duty to perform or continue to perform any services defined by this paragraph unless payments are fully and timely made pursuant to paragraph 6 of this Agreement.

## 3. DUTIES OF THE CLIENT.

3.1 Cooperation. The **Client** shall cooperate in all regards with **Impressions** and its employees and agents to effectuate the purposes of this Agreement.

3.2 Title Matters. **Impressions** at all times maintains title to all its equipment, tools, manuals and other tangibles. **Impressions** shall be construed as passing title on any tangible items only when accompanied by a duly authorized and executed Bill of Sale.

## 4. LIMITATIONS AND DISCLAIMERS OF WARRANTY.

4.1 Limited Warranty and Remedies.

4.1a **Impressions** will perform its services in a prompt, workmanlike manner. In no event shall **Impressions** be liable to the **Client** or any other person or entity for any damage or cost directly or indirectly arising out of improper work unless due to the negligence of **Impressions**. Even if **Impressions** is notified of the possibility of any damages, the liability of **Impressions**, if any, for damages related to any allegedly defective product or service shall under any legal theory be limited to the actual price paid for such item and shall in no event include incidental or consequential commercial damages of any kind, including without limitation, loss of business or anticipatory profits.

4.1b **Impressions** does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided under this Agreement. **Impressions** makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. **Impressions** assumes no responsibility for any damages suffered by **Client**, including, but not limited to, loss of data from delays, nondeliveries, misdeliveries, or service interruption caused by **Impressions** own negligence or **Client**'s errors and/or omissions.

4.2 UCC Warranties Do Not Apply. Because this transaction is predominantly for the provision of services and since the sale of goods, if any, is merely incidental, **Impressions** and the **Client** agree that the Uniform Commercial Code does not apply.

## 5. GENERAL.

5.1 Non-Solicitation of Employees. Neither party shall solicit for employment, directly or indirectly, any employees from the other party for the period of this Agreement, and for 2 years after this Agreement ends. Nor shall either party assist any competitor of the other party in the solicitation or employment of any current employee or any of its related entities.

5.2 Trade Secrets. Neither party shall divulge or reveal to any of the other parties' competitor or its related entities its knowledge of methodology or trade secrets.

5.3 Insurance. The parties shall each be responsible for assessing their own need for, and ability to maintain, property, casualty and liability insurance and shall obtain such insurance covering their risks as they each sees fit. The parties agree not to make any claims against the other for any property loss, whether or not insured, and shall require their insurers, if any, to waive any rights of subrogation against the others for any such loss.

5.4 Scope. The scope of this service agreement shall not be expanded by either conduct, acquiescence, or verbal understandings, but shall only be legally valid and enforceable if contained in writing executed by both parties.

5.5 Non-Waiver. Waiver by **Impressions** of strict adherence with any particular of this contract does not waive its rights to performance or remedy for breach of performance of that particular or any other cause of this Agreement unless specifically modified in writing.

5.6 Modification. This Agreement may be modified only in writing signed by duly authorized persons for both parties.

5.7 Notification. All notices given by any party or required under this Agreement shall be in writing and addressed to the relevant party(ies) as follows:

**Impressions Custom Computers, Inc.**  
108 W. Main, Suite B  
Washington, IA 52353-0927

**Client:** City of Washington (Water & Engineer Dept.)  
Washington, Iowa

5.8 Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties and supercedes all proposals oral or written, and all other communications between the parties related to the subject matter hereof. All previous agreements or understandings, whether written, oral or implied, are merged into this Agreement.

5.9 Governing Law and Arbitration. Any dispute arising out of this Agreement shall be governed by the laws of the State of Iowa. Any such disputes created herein, whether in tort or contract, shall be adjudicated pursuant to the terms of the Iowa Arbitration Act.

## 6. TERMS AND CONDITIONS.

6.1 **Impressions** will receive compensation for its services based upon the proposal as attached as an addendum to this Agreement.

6.2 Unpaid fees plus expenses shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is greater, compounded monthly. In the event of nonpayment of the **Client** for a period of more than 30 days, the **Client** shall be obliged to pay any reasonable court costs and attorney fees necessary to collect such sums as charged by **Impressions**.

6.3 The **Client** agrees to pay for expenses incurred at the request of the **Client**.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date set forth below.

**Client:** \_\_\_\_\_

**Impressions Custom Computers, Inc.**

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

**By:** Kathleen Skane

**Title** \_\_\_\_\_

**Title** President

**Date** \_\_\_\_\_

**Date** 12/19/19

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



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

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## **Memorandum**

January 2, 2020

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

From: Brent Hinson  
City Administrator

Re: Fire Station Building, Architect Invoice for Additional Services

Attached is a letter from architect Kristofer Orth and an invoice in the amount of \$2,680 related to additional work that Farnsworth/Design Alliance had to perform due to the contractor's late completion of the Fire Station project. It would be our intention to pursue a deduct in this same amount in the final change order for the project.



December 5, 2019

City of Washington, Iowa  
215 East Washington Street  
Washington, Iowa

Attn: Brent Hinson, City Administrator

Re: Washington Fire Station  
November Additional Construction Administration (CA) Services

Dear Mr. Hinson,

Per our conversations on Wednesday October 16, 2019 and on November 15, 2019, we are including Additional Construction Administration Services for November on our invoice for Professional Services.

In accordance with provisions contained in our AIA B101, Standard Form of Agreement between Owner and Architect, the Construction Phase services have extended more than 60 days after the anticipated date of Substantial Completion identified as "June, 2019" in Article 1 Initial Information. The Substantial Completion date was also indicated in the Construction Documents (Section 00 3113 – Preliminary Schedule) as July 31, 2019.

The Construction Phase services have extended more than 60 days after the anticipated date of Substantial Completion indicated in the Construction Documents. In accordance with the B101, article §4.3.2.6, we request compensation for additional construction administration phase services completed after September 30, 2019 (61 days after July 31, 2019).

According to article §11.3 of the B101, the Owner shall compensate the Architect as follows for Additional Services that may arise during the course of the Project: "Hourly, in accordance with Exhibit B – 2017 Hourly Rates." Article §11.7 of the B101 notes "The rates shall be adjusted in accordance with the Architect's and the Architect's consultants' normal review practices."

For the November Additional Construction Administration (CA) Phase Services incurred between November 1, 2019 – November 30, 2019, we are requesting payment for \$2,680.00. See attached Invoice and Detail. Since the work has not reached final completion in November, we request the opportunity to submit additional costs incurred until the work is completed.

The City of Washington may be able to recuperate some, or all, of these costs from the General Contractor, Bushong Construction, as they are responsible for the timely completion of the work.



Sincerely,

FARNSWORTH GROUP, INC., formerly Design Alliance, Inc.



Kristofer J. Orth, AIA,  
KJO:kjo

Cc: Contract File

Enclosures



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

December 11, 2019  
 Project No: 017055.DA  
 Invoice No: 212488

**Invoice Total \$2,755.03**

Project 017055.DA Washington Fire Station  
**Professional Services for Period Ending November 30, 2019**  
**Professional Services**

Billing Phase	Fee	% Comp	Earned	Previous Fee Billing	Current Fee Billing
Construction Administration	21,312.50	100.00	21,312.50	21,312.50	0.00
October Additional CA Services	4,560.00	100.00	4,560.00	4,560.00	0.00
November Additional CA Services	2,680.00	100.00	2,680.00	0.00	2,680.00
Total Fee	28,552.50		28,552.50	25,872.50	2,680.00
<b>Total Fee</b>					<b>2,680.00</b>

**In House Expenses**

Mileage				75.03	
<b>Total In House Expenses</b>				<b>75.03</b>	<b>75.03</b>

**Total this Invoice \$2,755.03**

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

www.f-w.com

FEIN#: 37-1123236

Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable

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



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

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## **Memorandum**

January 2, 2020

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

From: Brent Hinson  
City Administrator

Re: Purchasing Policy

An item that came out of the department head session associated with the goal-setting process this year is that the department heads believe it is time to review the amount of purchasing authority that they have. Currently, department heads have \$1,000 and the City Administrator has \$5,000 in purchasing authority. To my knowledge, these numbers have not changed since the purchasing policy was originally adopted in 2002.

The department heads have numerous regularly recurring bills that exceed \$1,000 (for example, our monthly wastewater testing bills are usually just over \$2,000). The City Administrator purchasing authority is also below what many cities of our size have (believe it or not, I found two cities with \$25,000+ purchasing authority for the City Administrator). We are asking the Council to consider changing these numbers to \$2,500 and \$7,500, respectively.

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

**A RESOLUTION AMENDING THE PURCHASING  
POLICY OF THE CITY OF WASHINGTON**

WHEREAS, the City Council established a formal purchasing policy in Resolution 2002-36, adopted on July 2, 2002, which was amended by resolution in 2013 and 2015; and

WHEREAS, the City Council desires to amend said policy:

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

Section 1. The amended purchasing policy, attached as Exhibit A is hereby adopted.

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

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

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

ATTEST:

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

Purpose

The purpose of this Purchasing Policy is to acquaint all departments and officials with the general flow of required forms and internal procedures to be followed in the purchasing process.

Instructions

Department Heads have the authority to make contracts and purchase supplies and materials for work under their respective areas of supervision for amounts not to exceed \$2,500. For amounts greater than \$2,500, prior approval from the City Administrator is required.

The City Administrator has the authority to make contracts, purchase supplies and materials for all City programs for amounts not to exceed \$7,500. Prior approval from the City Council is required for purchases in excess of \$7,500.

The basic flow of purchasing is as follows:

1. The Department Head (or designee) recognizes the need for a purchase and selects a vendor. When making purchases, the Department Heads shall attempt to obtain the lowest price for their purchases. Notwithstanding this objective, however, Department Heads are encouraged to give preference to businesses within the local trade area (Washington, Louisa and Keokuk Counties) when the quoted price is reasonably close to a lower-priced non-local vendor. Department Heads are expected to obtain two or more quotations for purchases above \$1,000, and are expected to solicit at least 3 quotations whenever possible.

After this is done, the following procedures shall be followed:

- A. The Department Head makes the purchases if \$2,500 or less and if there are sufficient funds available in the appropriate budget account to cover the expense.
  - B. For purchases of greater than \$2,500, the Department Head submits the request to the City Administrator for consideration. The City Administrator may approve the request if it is \$7,500 or less and if there are sufficient funds in the budget to cover the expense. The Department Head may proceed with the purchase upon the approval of the City Administrator.
  - C. The City Administrator shall refer requests to the City Council for purchases costing more than \$7,500, if the City Administrator recommends approval of the request.
2. The vendor ships and/or provides the items purchased.

3. Upon receipt of the items, the Department will inspect them in regard to quantities ordered and price before signing the packing slip or freight bill.
4. The Department Head provides the packing slip, freight bill and/or receipt to the City Administrator's Office (Accounting Clerk) for processing. A check is issued to cover the purchase.

In an emergency situation, the Mayor may approve a purchase in excess of \$7,500. The Mayor or Administrator shall notify the Council of such an emergency purchase at the earliest time practicable.

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



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

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## **Memorandum**

January 2, 2020

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

From: Brent Hinson  
City Administrator

Re: 2020 General Obligation Bond Issuances

Attached are engagement letters with Public Financial Management (PFM) and with Standard & Poor's (S&P) Global Ratings for our planned 2020 General Obligation (G.O.) bond issuance. We are planning on a \$5.1 million issuance, which will likely be split into two parts. This is because the \$500k we intend to issue for purchase of the Bell Land and related matters is not eligible for federal tax-exempt status since we would be dividing and reselling the land at a later date. Thus, we would have a \$4.6 million tax-exempt issuance and a \$500k taxable issuance.

PFM is our financial advisor. They help us appropriately structure the issuances and work with the underwriters to get us the best interest rates possible on the issuances. They are recommending that we seek a bond rating with S&P, as we did in for our 2018 bond. At that time, we earned an A+ rating, and would hope to be able to get something similar this time again.



December 20, 2019

Mr. Brent Hinson  
City Administrator  
City of Washington  
215 East Washington Street  
Washington, Iowa 52353

**pfm**

801 Grand  
Suite 3300  
Des Moines, IA 50309  
515.243.2600

[pfm.com](http://pfm.com)

Dear Brent,

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to City of Washington, Iowa (the "Client") in connection with the issuance of General Obligation Bonds, Series 2020AB. PFM will provide, upon request of Client, financial planning and debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has not designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's disclosure statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.





This Engagement Letter shall remain in effect until all related activities associated with this transaction are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.



This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

Please have an authorized official of Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

**PFM FINANCIAL ADVISORS LLC**

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Jon Burmeister  
Managing Director

---

Owen Gerard  
Senior Managing Consultant

## S&P Global Ratings

Andrew Gonzalez  
andrew.gonzalez@spglobal.com  
Tel: + 1 (303) 721 4143  
55 Water Street  
New York, NY 10041-0003  
Team Email:  
USPFEengagementLtr@spglobal.com  
Issue No.: 1801478  
Obligor ID : 14943

December 26, 2019

City of Washington  
215 East Washington Street  
Washington, IA 52353  
Attention: Mr. Brent Hinson, City Administrator

Re: *US\$6,000,000 City of Washington, Iowa, General Obligation Bonds, Series 2020AB, dated: March 01, 2020, due: June 01, 2030, Public*

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

### 1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

**Rating Fee.** You agree to pay us a credit rating fee of \$15,000 plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

**Other Fees and Expenses.** You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

**Termination of Engagement.** This engagement may be terminated by either party at any time upon written notice to the other party.

### 2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the

private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

### 3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

### 4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit

ratings.

Please feel free to contact Andrew Gonzalez at [andrew.gonzalez@spglobal.com](mailto:andrew.gonzalez@spglobal.com) if you have any questions or suggestions about our fee policies. In addition, please visit our web site at [www.standardandpoors.com](http://www.standardandpoors.com) for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,  
Blakely Fishlin

By :



Name: Blakely D. Fishlin

Title: Director, Sr. Lead, Product Management & Development  
ag

cc:

Mr. Owen Gerard, Senior Managing Consultant  
PFM Financial Advisors LLC

**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 a nuisance against the abutting property owner,

WHEREAS, tall grass and weeds were removed from the following listed property owners:

The property of Nick Luke located at 414 E. 2<sup>nd</sup> St for the amount of \$410.00. Legal Description (09 02 NE Wash). Parcel Number (11-17-405-008).

WHEREAS, The service of tree trimming for the following listed property owners

The Property of Lisa Bohlen located at 602 E. 15<sup>th</sup> St for the amount of \$240.00. Legal Description (A 15 HIGHLAND PARK ADD). Parcel Number (11-08-408-008).

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 7th day of January, 2020

\_\_\_\_\_  
Jaron Rosien, Mayor

Attest:

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE  
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 65.02  
“SPECIAL STOPS REQUIRED”- SOUTH 15<sup>TH</sup> AVENUE

**BE IT ORDAINED** by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Add Phrase.** Section 65.02, “Special Stops Required”, New Paragraph 257 “East Madison Street and South Fifteenth Avenue (eastbound stop).”

SECTION 2. **Add Phrase.** Section 65.02, “Special Stops Required”, New Paragraph 258 “South Fifteenth Avenue and East Adams Street (southbound stop).”

SECTION 3. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 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 \_\_\_\_\_, 20\_\_.

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

Attest:

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

Approved on First Reading: \_\_\_\_\_ December 17, 2019

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk

**CITY OF WASHINGTON, IOWA  
NATURAL GAS FRANCHISE**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE REPEALING ORDINANCE NO. 756 AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN, AND OPERATE PLANT AND SYSTEMS FOR THE DISTRIBUTION OF NATURAL GAS IN THE CITY OF WASHINGTON, IOWA AND TO SELL, DISTRIBUTE, AND SUPPLY NATURAL GAS TO SAID CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Washington, Washington County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right, privilege and non-exclusive franchise for the term of twenty-five (25) years from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used in this franchise shall be construed to mean natural gas only.

Section 2. The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire plugs which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent



settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition, unless said improvement is necessary to meet a SUDAS (Statewide Urban Design and Specifications) standard, a requirement of the Americans with Disabilities Act, or any other standard mandated by state or federal law. If the City otherwise requests that the Company restore or modify the public right of way, sidewalks or other areas on a particular project to a condition superior to its immediate existing condition, the Company will discuss such a request with the City and may require the City to pay the incremental cost of such an improvement.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. The Company and City will engage in good faith discussion to establish a mutually agreeable date by which any relocation of the Company's existing facilities can be completed. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous five (5) years, the Company may request the reasonable costs of such relocation, which shall be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request. In the event that no reasonable alternative location can be identified within the public right-of-way that meets applicable code standards, including but not limited to 49 CFR §192.325, and

the Company Work Practices that implement those code standards, City and Company shall work cooperatively to secure appropriate easements on private property. The Company may request the reasonable costs of acquiring the private easements, which shall be paid by the City.

When the Company extends service to new service locations, such extensions will be in accordance with and based upon the Company's extension policies and tariffs which are then in effect.

Section 5. Company operations staff will, at the request of the City, attend an annual meeting with the City to discuss annual and long-term construction planning for the Company and City. This will not replace any periodic meetings needed on specific projects and issues. In addition, the Company will provide advance notice via electronic mail to the City of planned construction projects. However, notwithstanding the foregoing, no advance notice is required for Company's maintenance, upgrading and repair of existing facilities unless said maintenance, upgrading or repair involves excavation of the City's street and sidewalk infrastructure. Advance notice is not required in an emergency. While the Company will make every effort to provide advance notice, failure to provide such notice shall not be deemed a default under this chapter.

Section 6. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has gas facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 8. There is hereby imposed a franchise fee of zero percent (0%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City. The Company

shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 9. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its facilities, or the negligence of its contractors or its employees; provided however, that the Company shall not be obligated to indemnify or hold the City harmless for any costs or damages arising from the negligence of the City, its officers, employees or contractors.

Section 10. If either party determines that there has been a default under this chapter, the other party shall be given written notice of the same describing the default in detail and the defaulting party shall be given a reasonable time to respond to the written notice, which shall be at least thirty (30) days. The failure of the Company to cure said default may result in the termination of the franchise agreement by the City.

Section 11. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 12. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions

and to this end each section and provision of this ordinance is severable.

Section 13. The expense of the publication of this Ordinance shall be paid by the Company.

Section 14. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, except to the extent necessary for the City to exercise its Police Powers, in no event shall the City enact or maintain any ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance or those fees that are allowed to be collected by Statute or regulation, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Washington City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Attest:

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

(CITY SEAL)

**CITY OF WASHINGTON, IOWA  
ELECTRIC FRANCHISE**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE REPEALING ORDINANCE NO. 757, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF WASHINGTON, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Washington, Washington County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas

in or adjacent to the Company project to a condition superior to its immediate previously existing condition, unless said improvement is necessary to meet a SUDAS (Statewide Urban Design and Specifications) standard, a requirement of the Americans with Disabilities Act, or any other standard mandated by state or federal law. If the City otherwise requests that the Company restore or modify the public right of way, sidewalks or other areas on a particular project to a condition superior to its immediate existing condition, the Company will discuss such a request with the City and may require the City to pay the incremental cost of such an improvement.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. The Company and City will engage in good faith discussion to establish a mutually agreeable date by which any relocation of the Company's existing facilities can be completed. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous five (5) years, the Company may request the reasonable costs of such relocation, which shall be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request. In the event that no reasonable alternative location can be identified within the public right-of-way that meets applicable code standards, including but not limited to NESC 320.b, and the Company Work Practices that implement those code standards, City and Company shall work cooperatively to secure appropriate easements on private property. The Company may request the

reasonable costs of acquiring the private easements, which shall be paid by the City.

When the Company extends service to new service locations, such extensions will be in accordance with and based upon the Company's extension policies and tariffs which are then in effect.

Section 5. Company operations staff will, at the request of the City, attend an annual meeting with the City to discuss annual and long-term construction planning for the Company and City. This will not replace any periodic meetings needed on specific projects and issues. In addition, the Company will provide advance notice via electronic mail to the City of planned construction projects. However, notwithstanding the foregoing, no advance notice is required for Company's maintenance, upgrading and repair of existing facilities unless said maintenance, upgrading or repair involves excavation of the City's street and sidewalk infrastructure. Advance notice is not required in an emergency. While the Company will make every effort to provide advance notice, failure to provide such notice shall not be deemed a default under this chapter.

Section 6. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein. The Company shall replace any healthy tree that the Company removes from City right of way. The variety of the replacement tree will be at the Company's discretion to ensure that the growth of the replacement tree will not interfere with company facilities in the future.

Section 8. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable

regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

Section 9. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 10. There is hereby imposed a franchise fee of zero percent (0%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 11. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its facilities, or the negligence of its contractors or its employees; provided however, that the Company shall not be obligated to indemnify or hold the City harmless for any costs or damages arising from the negligence of the City, its officers, employees or contractors.

Section 12. If either party determines that there has been a default under this chapter, the other party shall be given written notice of the same describing the default in detail and the



defaulting party shall be given a reasonable time to respond to the written notice, which shall be at least thirty (30) days. The failure of the Company to cure said default may result in the termination of the franchise agreement by the City.

Section 13. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 14. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 15. The expense of the publication of this Ordinance shall be paid by the Company.

Section 16. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, except to the extent necessary for the City to exercise its Police Powers, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance or those fees that are allowed to be collected by statute or regulation, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Washington City Council on the \_\_\_\_\_ day  
of \_\_\_\_\_, ~~2019~~2020.

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

Attest:

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

(CITY SEAL)