



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IA  
TO BE HELD IN THE  
**COUNCIL CHAMBERS**  
**215 E. WASHINGTON STREET**  
AT 6:00 P.M., TUESDAY, MARCH 2, 2021

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, March 2, 2021 to be approved as proposed or amended.

**Consent:**

1. Council Minutes February 16, 2021
2. Garden & Associates, Reconstruction of Adams Street and 12<sup>th</sup> Street, \$5,673.82.
3. Garden & Associates, Buchanan Street Paving Project, \$5,524.15.
4. Garden & Associates, Business Park Subdivision – Phase 2, \$1,581.64.
5. Kevin Olson, January and February Services, \$1,520.34.
6. Department Reports

**Consent – Other:**

1. Garden & Associates, Wellness Park R.O.W. Acquisition in Sections 7 & 18, 75-7, \$4,792.97.

**Claims & Financial Reports:**

- Claims for March 2, 2021

**SPECIAL PRESENTATION**

- Special Event Request – Latinos for Washington
- Washington Free Public Library 2020 Annual Report

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

## **PUBLIC HEARING**

- Public Hearing on Authorizing the Issuance of \$1,470,000 General Obligation Capital Loan Notes
- Discussion and Consideration of a Resolution Instituting Proceedings to Take Additional Action (\$1,470,000 G.O. Issuance)
- Discussion and Consideration of a Resolution Authorizing the Issuance and Levying a Tax for the Payment Thereof (\$1,385,000 G.O. Issuance)
- Public Hearing on Adopting the FY22 Budget
- Discussion and Consideration of a Resolution Adopting the FY22 Budget

## **NEW BUSINESS**

1. Discussion and Consideration of a Farm Lease (Jeff and Jason Bell)
2. Discussion and Consideration of Wastewater Treatment Plant Repairs with JC Cross Company for \$18,935
3. Discussion and Consideration of Water Tank Inspection Quotes
4. Discussion and Consideration of an Engagement Agreement with PFM Financial Advisors (SEC Compliance Filings)
5. Discussion and Consideration of a Resolution Extending Temporary Treatment Agreement Amendment (IRE)
6. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer
7. Discussion and Consideration of Setting a Public Hearing on a Proposed Development Agreement (Matnic, LLC)
8. Discussion and Consideration of a Resolution Adopting a Memorandum of Understanding with Washington County Mini-Bus and ECICOG (Mini-Bus Facility Grant Application)
9. Discussion and Consideration of a Resolution Endorsing an Application for Grant Funds (WCRF Mini-Grants – Pickleball)
10. Discussion and Consideration of First Reading of an Ordinance Vacating a Portion of a Street (600 Block of East Tyler Cul-de-Sac)
11. Discussion and Consideration of a Grant Application for an Electrical Vehicle Charge Station Not to Exceed \$15,000 (*added item*)

## **CLOSED SESSION**

- Closed Session Under Iowa Code 21.5(1j) – Property

## **DEPARTMENTAL REPORT**

Police Department  
City Attorney  
City Administrator

**MAYOR & COUNCILPERSONS**

Jaron Rosien, Mayor

Steven Gault

Elaine Moore

Danielle Pettit-Majewski

Fran Stigers

Millie Youngquist

**ADJOURNMENT**

## Council Minutes 2-17-2021

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Wednesday, February 17 2021 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: Gault, Pettit-Majewski (via Zoom), Stigers, and Youngquist. Absent: Moore

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 p.m., Wednesday, February 17, 2021 be approved as amended. Motion carried.

### Consent:

1. Council Minutes February 2, 2021
2. IAMU, Water Member Dues 2021-2022, \$974.00.
3. Farnsworth Group, Washington City Hall and Police Station Professional Services, \$151.20.
4. ECICOG, CDBG Rehab Grant Administration, \$300.00.
5. Bolton & Menk, Airport Taxilane for Fuel Facility Construction Phase, \$1,050.00.
6. TEAM Services, Inc., Pavement Coring and Transportation, \$524.79.
7. FOX Engineering, Water Treatment Plant Improvements, \$616.00.
8. FOX Engineering, Wastewater Treatment Plant Consultation – IRE Pretreatment Agreement, \$616.25.
9. FOX Engineering, North 4<sup>th</sup> Avenue Street and Utility Improvements, \$3,250.00.
10. FOX Engineering, Washington SE Basin I&I Reduction, \$1,140.00.
11. FOX Engineering, Water Main Improvements, \$33,900.00.
12. Garden & Associates, South E Avenue Street Reconstruction, \$763.25.
13. Garden & Associates, Buchanan Street Paving Project, \$7,432.25.
14. Garden & Associates, Business Park Subdivision Phase 2, \$2,928.00.
15. Garden & Associates, Miscellaneous Engineering Tasks, \$223.50.
16. Bp One Trip, 1504 East Washington Street, Class C Beer (BC), Class B Native Wine, Sunday Sales (**renewal**)
17. Columbus Club of Washington, Iowa, 606 West Third, Class C Liquor License (LC) (Commercial), Sunday Sales, Outdoor Service Area (**renewal**)
18. Hy-Vee Food Store, 528 Highway 1 South, Class C Beer (BC), Class B Wine Permit, Sunday Sales (**renewal**)
19. Wine and Spirits, 106 West 2<sup>nd</sup> Street, Class C Beer Permit (Carryout Beer), Class B Wine Permit, Class E Liquor License (LE), Sunday Sales (**renewal**)
20. Department Reports
21. DeLong Construction Inc., Airport Taxilane (Fuel Access) Final Payment, \$26,492.97.

Motion by Stigers, seconded by Youngquist, to approve the Consent items 1-21. Motion carried.

### Consent – Other:

1. Garden & Associates, Construction Administration and Staking, Wellness Park Completion, \$429.00.

Motion by Pettit-Majewski, seconded by Youngquist, to approve Consent – Other item 1. Motion carried with Gault voting “no”.

Claims for February 17, 2021 and the Financial Report for January 2021 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Gault, to approve the claims for February 17, 2021. Motion

carried.

Motion by Gault, seconded by Pettit-Majewski, to approve the financial report for January 2021.  
Motion carried.

Mayor Rosien stated the city is maintaining its COVID-19 mask policies for safety with the risk still present. Masks should be worn in public spaces.

Motion by Youngquist, seconded by Gault, to Affirm Mayoral Appointment of Samantha Meyer to the Airport Commission. Motion carried.

Code Enforcement Officer Elaine Jennings presented the nuisance abatement update.

Bryan Kendall presented the Historic Preservation Commission's 2020 annual report.

Police Chief Jim Lester presented the 2020 annual report for the police department. Chief Lester presented the 2020 Officer of the Year Award to Investigator Brian VanWilligen. Chief Lester presented a commendation to Officer Ethan Hansen.

No comment from the public.

Motion by Youngquist, seconded by Pettit-Majewski, to approve a Resolution Fixing Date for Hearing on Not to Exceed \$1,470,000 General Obligation Capital Loan Notes for March 2<sup>nd</sup> at 6 p.m. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution 2021-009)**

Motion by Gault, seconded by Stigers, to approve a Preliminary Plat for Business Park Phase II. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution 2021-010)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve a Resolution Authorizing a FY22 Surface Transportation Block Grant Application for West 5<sup>th</sup> and Lexington. Roll call on the motion: Ayes: Gault, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution 2021-011)**

Motion by Youngquist, seconded by Stigers, to approve a Task Order Amending North 4<sup>th</sup> Engineering Scope. Motion carried.

Motion by Stigers, seconded by Youngquist, to approve Change Order #4 for the Wellness Park Ballfields and Roadway. Motion carried.

The council went into a workshop and discussed Chapter 55 of City Code – Animal Protection and Control Ordinance Revisions. Mayor Rosien said the proposed changes allow more options and discretion for law enforcement on a case-by-case basis, and to conform with State Code updates provided by City Attorney Olson.

Motion by Stigers, seconded by Gault, to approve the First Reading of an Ordinance Amending Chapter 55 with Amendments to include: changing the word “in” to “is” in 55.02(1a); striking proposed 55.02(2); keeping the existing code on tethering starting with, “It is unlawful for a responsible party to...”; striking the first seven words of proposed section 55.18(2c) with sentence now to begin with “Provide evidence that the owner...”; and edits to 55.18 (7) as provided by Chief Lester at the meeting.

The council went into workshop to discuss the FY2022 budget. Washington Chamber of Commerce Director Michelle Redlinger and Main Street Washington Director Sarah Grunewaldt each presented their budget requests. City Administrator Brent Hinson serves as Washington Economic Development Group Treasurer and provided an annual report for WEDG.

Motion by Gault, seconded by Stigers, to increase the City's fireworks fund from \$6,000 to \$10,000. Motion failed with Gault and Stigers voting "aye," and Pettit-Majewski and Youngquist voting "no." Under his authority to break tie votes on simple motions, Mayor Rosien voted "no."

Motion by Gault, seconded by Stigers to increase the City's fireworks fund to \$9,000. Motion carried unanimously.

Motion by Youngquist, seconded by Pettit-Majewski, to approve Setting a Public Hearing for FY22 Budget at 6:00 p.m. March 2, 2021. Motion carried.

Motion by Gault, seconded by Pettit-Majewski, that the Regular Session held at 6:00 p.m., Wednesday, February 17, 2021, is adjourned at 8:01 p.m.

Sally Y. Hart, City Clerk



# 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

February 23, 2021  
Invoice No: 41192

Project 5019061 Washington - Reconstruction of Adams Street and 12th Street.

Client ID# 20040

**Professional Services for the Period: January 22, 2021 to February 18, 2021**

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	8.25	149.00	1,229.25	
Engineer #3	.50	111.00	55.50	
Surveyor 1	2.00	122.00	244.00	
Technician #2	23.75	95.00	2,256.25	
Technician #4	17.50	83.00	1,452.50	
Technician #5	2.00	73.00	146.00	
Totals	54.00		5,383.50	
<b>Total Professional Services</b>				<b>5,383.50</b>

### Unit Billing

Mileage			132.82	
GPS Survey Equipment			157.50	
<b>Total Units</b>			<b>290.32</b>	<b>290.32</b>

**Total Project Invoice Amount \$5,673.82**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



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## INVOICE

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

February 23, 2021  
Invoice No: 41193

Project 5020201 Washington - Buchanan Street Paving Project.  
Client ID# 20040

**Professional Services for the Period: January 22, 2021 to February 18, 2021**

### Professional Services

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Principal Engineer	28.00	149.00	4,172.00	
Technician #1	9.00	110.00	990.00	
Technician #5	4.25	73.00	310.25	
Totals	41.25		5,472.25	
<b>Total Professional Services</b>				<b>5,472.25</b>

### Unit Billing

Copies-Specs.			42.90	
Copies - Color			9.00	
<b>Total Units</b>			<b>51.90</b>	<b>51.90</b>

**Total Project Invoice Amount \$5,524.15**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE





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## INVOICE

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

February 23, 2021

Invoice No: 41195

Project 7020406 Washington Business Park Subdivision - Phase 2  
Client ID# 20040

**Professional Services for the Period: January 22, 2021 to February 18, 2021**

### Professional Services

	Hours	Rate	Amount
Principal Engineer	7.50	149.00	1,117.50
Surveyor 1	1.00	122.00	122.00
Technician #2	2.75	95.00	261.25
Technician #5	.25	73.00	18.25
Totals	11.50		1,519.00
<b>Total Professional Services</b>			<b>1,519.00</b>

### Unit Billing

Mileage			62.64
<b>Total Units</b>			<b>62.64</b>

**Total Project Invoice Amount \$1,581.64**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA

**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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February 26, 2021

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 January and February, 2021

TOTAL HOURS	15.25 hours (reg)
TOTAL MILES	264 miles
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR JANUARY AND FEBRUARY, 2020	\$1,520.34

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

## 2-6-21/2-19-21

**STREETS:** Personnel have plowed, salted and hauled snow away on numerous occasions. Some potholes have been filled.

**WATER DISTRIBUTION:** Personnel located water boxes for next week's shut off list. Personnel have operated numerous water box valves for many reasons (plumbers, snow birds etc). Personnel repaired the #4 water main break of 2021. #4 located at 422 South 3rd Ave where a 4 inch CIP had a shear, repaired with a #226 sleeve.

**SEWER COLLECTION:** Personnel got some information sent to engineers.

**STORM SEWER COLLECTION:** Personnel N/A (Non issues with sub-zero temps).

**MECHANIC/SHOP:** Personnel serviced End Loader Pushers (swapped cutting edges), WWTP #501 (Front end suspension rebuild and steering rebuild), FD Tanker and Service call for Backhoes (electrical and mechanical warranty). Numerous equipment maintenance re: grease & washed.

**OTHER:** Personnel responded to 7 One Call Locates. Personnel hauled rock and sand back from the quarry until they closed due to subzero temperatures.

\*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  
March 2<sup>nd</sup> , 2021  
Council meeting**

- **After hour alarm and dog call outs –**  
02-13-21 Decanter #3 VFD Alarm 9:15a.m. Jason  
02-20-21 Dog call at 534 S Ave. B 5:44p.m. Parker  
02-23-21 High SBR Alarm 8:55 p.m. Parker
- **Dept Head meetings** –I attended the meetings on Feb. 23<sup>rd</sup> , March 2<sup>nd</sup>
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
- **Melt Down-** With the warmer temps the melt down is creating higher flows so we have changed the SBR operation to 5 cycles from 4.
- **Conference-**I attended the 46<sup>th</sup> annual Iowa Rural Association Conference in Des Moines the 23<sup>rd</sup> and 24<sup>th</sup>
- **Update on SBR blower #4-** The cost to repair is \$18,935 the cost of new is \$38,900. I am including the repair quote for your approval. Please feel free to contact me with any questions.

**Jason Whisler  
2/26/2021 10:00 A.M.**



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## INVOICE

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

February 23, 2021  
Invoice No: 41194

Project 6021021 Washington - Wellness Park R.O.W. Acquisition in Sections 7 & 18, 75-7,  
Washington, IA

Client ID# 20040

Professional Services for the Period: January 22, 2021 to February 18, 2021

### Professional Services

	Hours	Rate	Amount	
Surveyor 1	13.50	122.00	1,647.00	
Technician #2	24.50	95.00	2,327.50	
Technician #4	1.50	83.00	124.50	
Totals	39.50		4,099.00	
<b>Total Professional Services</b>				<b>4,099.00</b>

### Unit Billing

Mileage			367.72	
GPS Survey Equipment			326.25	
<b>Total Units</b>			<b>693.97</b>	<b>693.97</b>
<b>Total Project Invoice Amount</b>				<b>\$4,792.97</b>

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
MARCH 2, 2021**

<b>POLICE</b>	ALLIANT ENERGY	ALLIANT ENERGY	807.03
	ALTENHOFEN, SHAMUS	MEAL & FUEL REIMBURSEMENT	116.59
	CUSTOM IMPRESSIONS INC	AWARD PLAQUE	70.00
	IOWA NARCOTICS OFFICERS ASSOCIATION	INOA MEMBERSHIPS	225.00
	MARCO, INC.	COPIER LEASE	393.86
	QUILL	OFFICE SUPPLIES	81.31
	SAGE DYNAMICS	LOW LIGHT INSTRUCTOR	600.00
	SYNNEX FINANCIAL SERVICES	TABLET LEASE	604.26
	VISA-TCM BANK, N.A.	EQUIPMENT	375.00
	WASH CHAMBER OF COMMERCE	ANNUAL DINNER	40.00
		<b>TOTAL</b>	<b>3,313.05</b>
	<b>FIRE</b>	GALLS LLC	SHIRTS AND PANTS
ALLIANT ENERGY		ALLIANT ENERGY	1,815.82
STRANSKY, JIM		SAW REPAIR	170.36
MIDWEST ALARM		FIRE INSPECTION & SERVICE	1,065.48
EMERGENCY SERVICES MARKETING CORP INC		SUBSCRIPTION	660.00
		<b>TOTAL</b>	<b>3,859.94</b>
<b>ANIMAL CONTROL</b>	JOHN DEERE FINANCIAL	DOG FOOD	39.98
	TOWN & COUNTRY VET CLINIC	SERVICE	234.00
		<b>TOTAL</b>	<b>273.98</b>
<b>DEVELOPMENT SERVICES</b>	FARRIER, KELLY	SNOW ABATEMENT	35.50
	IDVILLE	PRINTER RIBBON	244.60
	WAL-MART	SUPPLIES	43.34
		<b>TOTAL</b>	<b>323.44</b>
<b>LIBRARY</b>	ALBERT, KIRK	MILEAGE REIMBURSEMENT	84.56
	AMAZON	LIBRARY MATERIALS	118.19
	CENGAGE LEARNING INC/GALE	WESTERNS	61.57
	FAREWAY STORES	PROGRAMMING	11.96
	KCTC	PHONE & INTERNET	478.75
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	179.37
	TIRADO, MIRISA	WRITERS WORKSHOP	40.00
	VALENTINE, TAMMY	REIMB	9.52
	VISA-TCM BANK, N.A.	POSTAGE, ZOOM & SUPPLIES	100.94
	WAL-MART	SUPPLIES	38.93
	WASH CHAMBER OF COMMERCE	ANNUAL DINNER	40.00
		<b>TOTAL</b>	<b>1,163.79</b>
	<b>PARKS</b>	ALLIANT ENERGY	ALLIANT ENERGY
AMAZON CAPITAL SERVICES		SEAT CUSHION	67.23
JOHN DEERE FINANCIAL		KUBOTA OIL	23.97
VISA-TCM BANK, N.A.		LODGING, TRAINING, BULBS &	958.76
WASH CO EXTENSION OFFICE		PACHA, PETERSON TURFGRASS	70.00
WASHINGTON DISCOUNT TIRE		TIRES	254.98
WASHINGTON RENTAL		CHAINSAW SHARPENING	16.50
		<b>TOTAL</b>	<b>2,113.22</b>
<b>POOL</b>	VISA-TCM BANK, N.A.	LODGING, TRAINING, BULBS &	114.99
		<b>TOTAL</b>	<b>114.99</b>

<b>CEMETERY</b>	ALLIANT ENERGY	ALLIANT ENERGY	519.01
	PACHA, NICK	MEAL REIMBURSEMENT	14.65
	TIFCO INDUSTRIES	SHOP SUPPLIES	103.74
	VISA-TCM BANK, N.A.	OFFICE SUPPLIES	302.70
		<b>TOTAL</b>	<b>940.10</b>
<b>FINANCIAL ADMINISTRATI</b>	ALLIANT ENERGY	ALLIANT ENERGY	1,412.30
	CUSTOM IMPRESSIONS INC	EMPLOYEE PLAQUES	739.65
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	IGRAPHIX, INC	NEWSLETTER PRINTING/POSTAGE	2,318.50
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	360.00
	MIDWEST ALARM	FIRE INSPECTION & SERVICE	1,065.48
	STATE UNIVERSITY OF IOWA	PHYSICAL	152.00
	VISA-TCM BANK, N.A.	ZOOM FEE	54.99
	WAL-MART	SUPPLIES	57.77
	WASH CHAMBER OF COMMERCE	ANNUAL DINNER	215.00
		<b>TOTAL</b>	<b>6,530.67</b>
	<b>AIRPORT</b>	ALLIANT ENERGY	ALLIANT ENERGY
CLOUDBURST 9		INTERNET	72.09
GEORGE'S PAINTING		PAINTING	2,750.00
QT PETROLEUM		FUEL SYSTEM- AIRPORT	1,346.25
TOPBLADES, LLC		SNOW REMOVAL	45.00
		<b>TOTAL</b>	<b>5,592.29</b>
<b>ROAD USE</b>	ALLIANT ENERGY	ALLIANT ENERGY	26.89
	ALTORFER	PARTS	402.04
	BINNS & STEVENS EXPLOSIVES INC	CALCIUM	407.50
	HENDERSON PRODUCTS, INC.	SUPPLIES	153.18
	JOHN DEERE FINANCIAL	PARTS	409.88
	LAWSON PRODUCTS INC	PARTS	256.35
	MIDWEST WHEEL	PARTS	867.57
	SADLER POWER TRAIN	PARTS	63.19
	THOMPSON TRUCK AND TRAILER INC.	REPAIR PARTS	1,783.00
	TIFCO INDUSTRIES	TOOLS	315.28
	ULINE	SANDBAGS	129.00
	WAL-MART	SUPPLIES	99.00
	WASHINGTON RENTAL	CHAINSAW SERVICE	42.99
	WINTER EQUIPMENT	PLOW GUARDS	847.16
		<b>TOTAL</b>	<b>5,803.03</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	255.12
		<b>TOTAL</b>	<b>255.12</b>
<b>CAPITAL EQUIPMENT</b>	CAPPER AUTO	2021 DODGE RAM 3500-TRADE	28,559.00
		<b>TOTAL</b>	<b>28,559.00</b>
<b>CAPITAL PROJECTS</b>	ARCHER APPLIANCE	PD REFRIGERATOR/TVS	4,539.88
	MBA INCORPORATED	WELLNESS PARK	12,465.00
		<b>TOTAL</b>	<b>17,004.88</b>
<b>K-9 PROGRAM</b>	JOHN DEERE FINANCIAL	K-9 DOG FOOD	46.99
		<b>TOTAL</b>	<b>46.99</b>
<b>LIBRARY GIFT</b>	BLACKSTONE PUBLISHING	AUDIO CD'S	108.83
	PRARIE LIGHTS	BOOKS	177.84
		<b>TOTAL</b>	<b>286.67</b>

<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	3,901.89
	HOLT SUPPLY CORPORATION	PARTS	205.11
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	119.00
	MIDWEST ALARM	FIRE INSPECTION	549.90
	POSTMASTER	BULK MAILING WATER BILLS	829.19
	STREFF, ROSE	MILEAGE REIMB	7.28
	TYLER TECHNOLOGIES	PRINTER RECEIPTS	626.50
	WAL-MART	SUPPLIES	87.55
		<b>TOTAL</b>	<b>6,325.52</b>
<b>WATER DISTRIBUTION</b>	ALLIANT ENERGY	ALLIANT ENERGY	46.66
	IOWA ONE CALL	SERVICE	24.30
	KIMBALL MIDWEST	SUPPLIES	184.50
	MARTIN EQUIPMENT OF IA-IL	PARTS	250.38
	MIDWEST WHEEL	PARTS	51.12
	SADLER POWER TRAIN	BRAKES AND PARTS	868.98
	WASHINGTON RENTAL	DIG SEWER-RENTAL TRACKHOE	210.00
		<b>TOTAL</b>	<b>1,635.94</b>
	<b>SEWER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY
AMAZON CAPITAL SERVICES		POWER WASHER ACCESSORIES	61.99
JOHN DEERE FINANCIAL		PARTS	104.62
TESTAMERICA LABORATORIES INC		TESTING	1,360.80
TYLER TECHNOLOGIES		PRINTER RECEIPTS	626.50
VISA-TCM BANK, N.A.		SUPPLIES	115.94
WHISLER, JASON		MILEAGE REIMBURSEMENT	150.08
		<b>TOTAL</b>	<b>12,523.17</b>
<b>SEWER COLLECTION</b>		CHEMSEARCH FE	SUPPLIES
	MIDWEST WHEEL	PARTS	382.84
		<b>TOTAL</b>	<b>545.78</b>
<b>SANITATION</b>	WASH CO HUMANE SOCIETY	FEBRUARY COLLECTIONS	342.72
		<b>TOTAL</b>	<b>342.72</b>
		<b>TOTAL</b>	<b>97,554.29</b>





### SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk  
Contact Info: Ila Earnest, 319-653-6584 ext 131; [ila.earnest@washingtoniowa.gov](mailto:ila.earnest@washingtoniowa.gov)  
sallyhart

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

**1. APPLICANT INFORMATION**

Name/Event: Latino Festival / Hispanic Heritage  
Coordinator: Senia Leyva  
Contact Number: 319 591-1094  
Email Address: latinosforwashingtontinc@gmail.com

**2. EVENT INFORMATION**

Event Description: Latino Festival, as part of summer classic  
in June 2021

Days/Dates of Event: June 6, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) ~ 8-7 pm

Event Location: Downtown, Central Park

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

**3. REQUEST INFORMATION (Check All Applicable Items)**

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

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

Description: NA.

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

NA.

Other Requests

- Temporarily park in a "No Parking" area \_\_\_\_\_ Use of gators/UTV/ATV on City streets  
location: \_\_\_\_\_  
 Use of City Park (specify park: Central Park) \_\_\_\_\_ Parade (attach map of route and indicate streets to be closed)  
Electrical Needs: lights, bandstand & other  
\_\_\_\_\_ Walk/Run (attach map of route and indicate streets to be closed) \_\_\_\_\_ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft  
\_\_\_\_\_ Fireworks (specify location :) \_\_\_\_\_ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

- \_\_\_\_\_ Street barricades \_\_\_\_\_ Yield signs for crosswalks  
\_\_\_\_\_ Emergency "No Parking" Signs \_\_\_\_\_  Garbage/Recycling Barrels  
\_\_\_\_\_ Traffic cones \_\_\_\_\_ Street Sweeping following (parades)  
 Picnic Tables \_\_\_\_\_ Other (please specify :)

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

- Amplified Sound/Speaker System \_\_\_\_\_ Recorded/Live Music  
\_\_\_\_\_ Public Address System \_\_\_\_\_ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

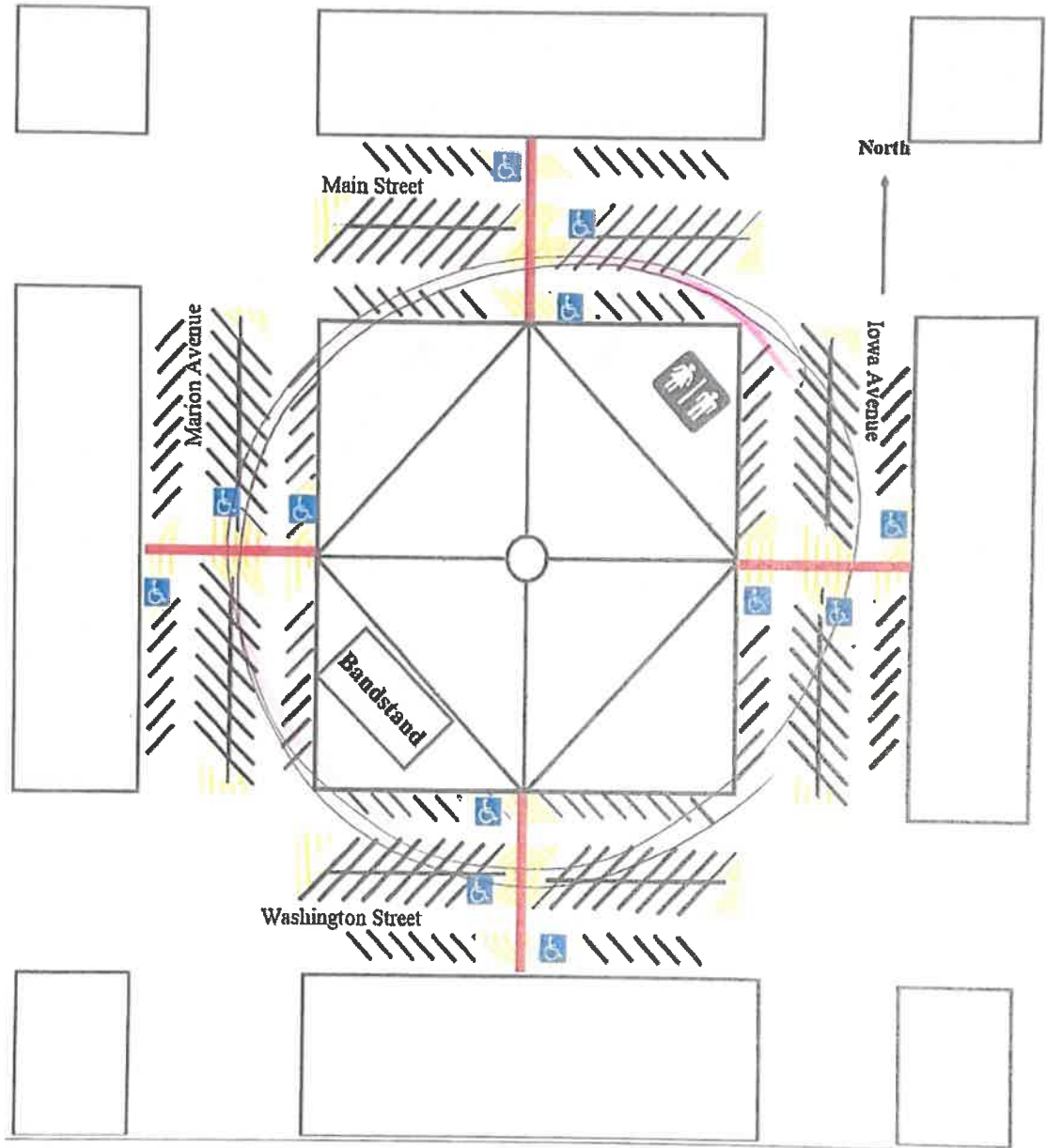
7. INSURANCE

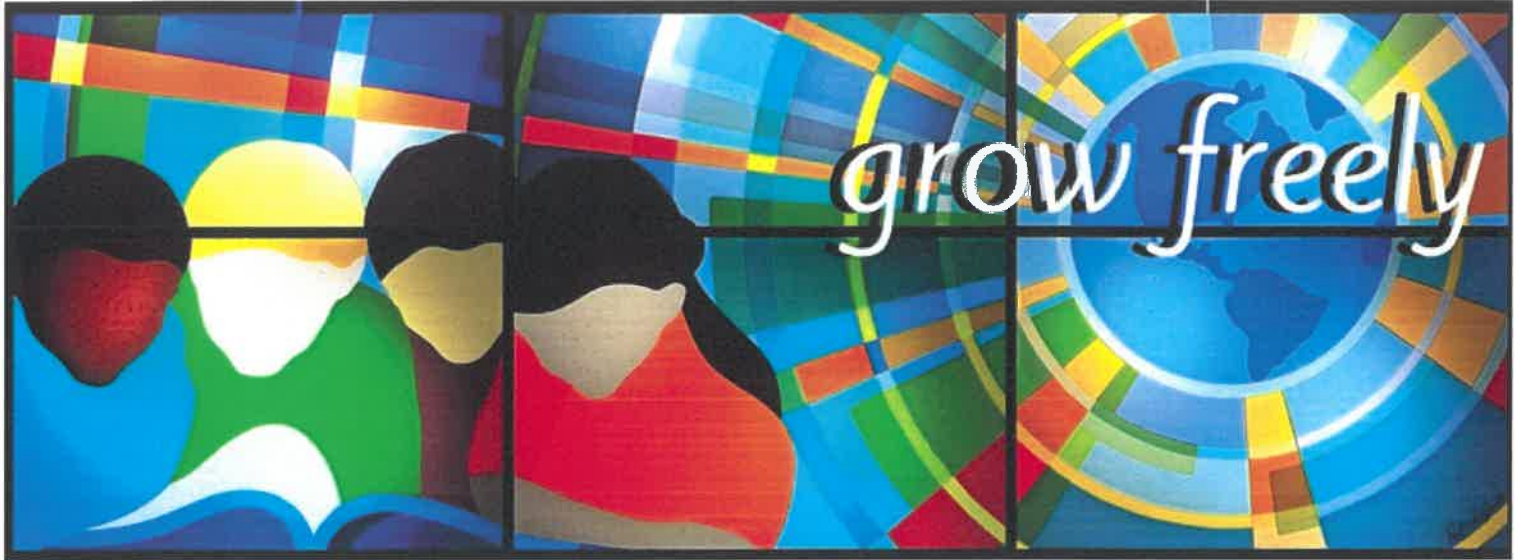
For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events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

\_\_\_\_\_ Certificate of Insurance provided and accepted \_\_\_\_\_ Certificate of Insurance not required



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





FY 2020

July 1st 2019-June 30th 2020

# Annual Report

Washington Public Library





## FY20 Circulation and User Statistics

	FY2019	% difference	FY2020
Total Number of Physical Volumes Owned	34,133	14% increase	38,845
Total Physical & Downloadable Volumes Held	110,858	15% increase	127,327
<b><u>Circulation Figures</u></b>			
Adult Books	21,443	28% decrease	15,463
YA Books	1,893	24% decrease	1,432
Children's Books	18,959	14% decrease	16,241
Ebooks (BRIDGES)	6,666	28% increase	8,519
DVDS/Videos	4548	39% decrease	2,792
Audio recordings (physical)	1,417	47% decrease	750
Downloadable audio recordings (BRIDGES)	4,715	21% increase	5,698
Other items (CD-Roms, puzzles, pamphlets)	987	29% decrease	702
Items Loaned to Other Libraries	84	33% decrease	56
Items Borrowed From Other Libraries	354	34% decrease	235
Total Use of Downloadable Materials	11,808	26% increase	14,855
<b><u>User Figures</u></b>			
Number of Computer Users	7,803	6% decrease	7,327
Wireless Use Sessions	31,855	49% increase	47,450
Total Number of Library Programs	329	8% decrease	304
Total # of People Attending Programs	10,521	16% decrease	8,840

## Washington Public Library Revenues

### Revenues FY20

City of Washington \$313,817

Allocation

City of Washington \$0

Levy Tax

County Funds \$61,626

Fines/Copies/Fees \$6,342

(Misc)

State income re- \$5,127

ceived from the

State Library of Io-

wa

(Enrich Iowa- Direct

State Aid, ILL Reim-

bursement, Open

Access)

Contracting Cities \$9,838.57

(Ainsworth and

Grants \$2,635

Memorials/Gifts \$15,046

## Personnel

Bryna Walker- Library Director

Jolisa Weidner- Children's Librarian

Jenisa Harris- Youth/Teen Librarian

LeAnn Kunz- Cataloging Librarian

Tammy Valentine-Adult Services Librarian

Kirk Albert- Maintenance Technician

## Board of Trustees

Rick Hofer- President, Rural Representative

Harold Frakes- Vice President, Rural Representative

Margi Jarrard- Secretary

Mike Kramme- Trustee

Isabella Santoro- Trustee

Mindy Graham- Trustee

Carol Ray- Trustee







Honk if you Love  
 your Library

**Recycled Runway**  
 TEENS (6TH-12TH GRADERS,  
 GUYS & GALS)  
 WE CHALLENGE YOU TO DESIGN  
 A PIECE OF CLOTHING OUT OF  
 RECYCLED MATERIAL!

**Monday, February 24**  
 @ 4:00

**No registration required**

The Washington Public Library  
 is sponsoring...

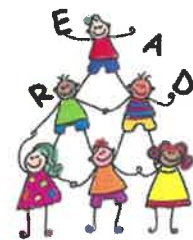
**The Mitten Tree**



Please donate new mittens, gloves, hats, scarves,  
 & socks to our mitten tree @ the library by  
 Friday, December 13. All items will be given to  
 local children & adults in need  
 this holiday season.

*"No one is useless in this world who lightens the  
 burdens of another." -Charles Dickens*

**WE READ**  
**Tuesdays @ 10:00**  
 Washington Public Library



A reading program for 18 mo-3 yrs. old with an  
 adult. Our time includes stories, songs, fingerplays,  
 and flannel board activities. There is free playtime  
 available immediately following.

**Registration begins Aug. 26th**

### Virtual Technology Help

Are you overwhelmed by all the online platforms and resources?

- Zoom
- Facetime
- Libby
- Ordering groceries online
- Library's Digital Resources
- E-mail
- ETC.

We can help!  
Join us Friday, August, 28th @ 1:00

e-mail [jenisa.harris@washington.lib.ia.us](mailto:jenisa.harris@washington.lib.ia.us) if you wish to attend. Details will be sent to your e-mail.



### NOON YEAR'S EVE PARTY

Tuesday, December 31st  
11:00 AM-12:00PM @  
The Washington Public Library

A family friendly party counting down to the new year without staying up late!  
Musical  
Crafts  
Treats!

A Balloon drop to ring in the New Year!  
Fun for the entire family!

Celebrate  
Washington Public Library's  
10 year anniversary!

*alive after five*

Thursday, October 17  
5-7 p.m. Refreshments by Hy-Vee & JP's 207

### Join the Washington Public Library

## TEEN ADVISORY BOARD

FIRST MEETING MONDAY, SEPTEMBER 9 @ 4:00

★ ★ ★

- \*Brainstorm & Plan Library Activities
- \*Suggest New Books & Movies
- \*Earn Silver Cord Hours

Open to grades 6th-12th  
Step in to get your application!



## STAR WARS EXTRAVAGANZA @ THE WPL

# LEGO CLUB



**June 1-30th**

### Get Fired Up For Summer Learning at Your Library!

- Blaze BINGO Card!
- Take and make crafts!
- Fun experiments!
- Fun Facebook Content!
- End of Summer drawing prizes!

**REGISTRATION:**  
**May 4th-30th**

How to Register:

- Call the library @ 653-2726
- or email: [jenisa.harris@washington.lib.ia.us](mailto:jenisa.harris@washington.lib.ia.us)
- Please Include: Child's name, parents name, phone #, Grade completed, and e-mail address

**LET SUMMER FUN BEGIN**  
CREATE YOUR OWN Storybook Character

Using library supplies, or your own. Return to the box set in front of the library by Friday, June 5th, or post a picture for a chance to win Chamber Bucks.

**CELEBRATE RIDICULOUS DAY**  
SUPPORT LOCAL BUSINESSES

*Jaron P. Rosien, Mayor  
Sally Hart, 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**

February 25, 2021

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

From: Brent Hinson  
City Administrator

A handwritten signature in blue ink, appearing to be "B. Hinson", is written over the printed name of Brent Hinson.

Re: Hearing on \$1,470,000 G.O. Bonds & Pre-Levy for FY22 Budget

As approved for publication at the February 17, 2021 meeting, the Council is asked to hold a hearing and then approve the issuance of \$1,470,000 in General Obligation (G.O.) bonds. This will fund the 2021 Water Main project and the Police/Fire equipment in the proposed FY22 budget. In order to be able to include a tax levy for in the FY22 budget as has been discussed, the Council needs to approve the "pre-levy" of this amount prior to the budget being adopted. The \$1,385,000 issuance is where that new money piece is contained. We actually plan to use very little debt service levy to pay on the issuance (about \$40,000 a year), but Ahlers & Cooney recommend we do it this way.

This pre-levy must be approved before the FY22 budget is adopted, which is why we are doing the first half of the debt proceedings now. We expect to do the 2<sup>nd</sup> half in June/July, which will include the NLW Plat 2 Subdivision once the Urban Renewal (TIF) proceedings are approved for that issuance.

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

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,470,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at this place.

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

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO  
EXCEED \$1,470,000 GENERAL OBLIGATION CAPITAL  
LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$1,470,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of (a) the acquisition, construction, reconstruction, improvement, repair and equipping of water mains and extensions, and real and personal property, useful for providing potable water, (b) equipping the fire department including the acquisition of self-contained breathing apparatus, and (c) equipping the police department including the acquisition and equipping of a police vehicle, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$1,470,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

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

PASSED AND APPROVED this 2nd day of March, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,385,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE ISSUANCE OF  
\$1,385,000 GENERAL OBLIGATION CAPITAL LOAN  
NOTES, SERIES 2021, AND LEVYING A TAX FOR THE  
PAYMENT THEREOF**

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

WHEREAS, the Issuer is in need of funds to pay costs of (a) the acquisition, construction, reconstruction, improvement, repair and equipping of water mains and extensions, and real and personal property, useful for providing potable water, (b) equipping the fire department including the acquisition of self-contained breathing apparatus, and (c) equipping the police department including the acquisition and equipping of a police vehicle (the "Project"), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, Series 2021, in the amount of \$1,385,000 be issued; and

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

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

Section 1. Authorization of the Issuance. General Obligation Capital Loan Notes, Series 2021, in the amount of \$1,385,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.24A and 384.25 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Washington, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$128,485	2021/2022
\$125,371	2022/2023
\$128,871	2023/2024
\$127,250	2024/2025
\$130,561	2025/2026
\$103,681	2026/2027
\$107,161	2027/2028
\$105,401	2028/2029
\$103,455	2029/2030
\$101,373	2030/2031
\$104,179	2031/2032
\$101,768	2032/2033
\$104,220	2033/2034
\$101,380	2034/2035
\$103,340	2035/2036

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

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

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

PASSED AND APPROVED this 2nd day of March, 2021.

---

Mayor

ATTEST:

---

City Clerk



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

**RESOLUTION ADOPTING THE ANNUAL BUDGET  
FOR THE FISCAL YEAR ENDING JUNE 30, 2022**

WHEREAS, the City Council and staff have prepared an annual budget for the Fiscal Year ending June 30, 2022; and

WHEREAS, this proposed budget showing resource and requirements detail was published as required by law; and

WHEREAS, a Public Hearing was held on March 2, 2021, at which time citizen input was specifically requested and all citizen comments were heard.

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

Section 1. The City Council declares that the budget for the Fiscal Year ending June 30, 2022 is hereby approved.

Section 2. The City Clerk is directed to make all filings required by law related to the approval of this budget and prepare City financial records and systems accordingly.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021 by the following roll-call vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

Local Government Property Valuation System

The City of : WASHINGTON County Name: WASHINGTON COUNTY

Adopted On: (entered upon proposal) Resolution:

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		<b>With Gas &amp; Electric</b>		<b>Without Gas &amp; Electric</b>	
Regular	2a	248,678,754	2b	244,524,619	
DEBT SERVICE	3a	263,012,350	3b	258,858,215	
Ag Land	4a	1,379,434			

City Number: 92-887  
Last Official Census: 7,266

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000		5	2,014,298	1,980,649	43	8.10000
<b>Non-Voted Other Permissible Levies</b>							
Contract for use of Bridge	0.67500		6		0	44	0.00000
Opr & Maint publicly owned Transit	0.95000		7		0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec		8		0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500		9		0	47	0.00000
Planning a Sanitary Disposal Project	0.06750		10		0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000		11		0	49	0.00000
Levee Impr. fund in special charter city	0.06750		13		0	51	0.00000
Liability, property & self insurance costs	Amt Nec		14	91,245	89,721	52	0.36692
Support of a Local Emerg.Mgmt.Comm.	Amt Nec		462		0	465	0.00000
<b>Voted Other Permissible Levies</b>							
Instrumental/Vocal Music Groups	0.13500		15		0	53	0.00000
Memorial Building	0.81000		16		0	54	0.00000
Symphony Orchestra	0.13500		17		0	55	0.00000
Cultural & Scientific Facilities	0.27000		18		0	56	0.00000
County Bridge	As Voted		19		0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000		20		0	58	0.00000
Aid to a Transit Company	0.03375		21		0	59	0.00000
Maintain Institution received by gift/devise	0.20500		22		0	60	0.00000
City Emergency Medical District	1.00000		463		0	466	0.00000
Support Public Library	0.27000		23		0	61	0.00000
Unified Law Enforcement	1.50000		24		0	62	0.00000
<b>Total General Fund Regular Levies (5 thru 24)</b>			25	2,105,543	2,070,370		
Ag Land	3.00375		26	4,143	4,143	63	3.00341
<b>Total General Fund Tax Levies (25 + 26)</b>			27	2,109,686	2,074,513		
<b>Special Revenue Levies</b>							
Emergency (if general fund at levy limit)	0.27000		28	67,143	66,022	64	0.27000
Police & Fire Retirement	Amt Nec		29		0		0.00000
FICA & IPERS (if general fund at levy limit)	Amt Nec		30	357,865	351,888		1.43907
Other Employee Benefits	Amt Nec		31	379,852	373,506		1.52748
<b>Total Employee Benefit Levies (29,30,31)</b>			32	737,717	725,394	65	2.96655
<b>Sub Total Special Revenue Levies (28+32)</b>			33	804,860	791,416		
<b>As Req</b>		<b>With Gas &amp; Elec Valuation</b>	<b>Without Gas &amp; Elec Valuation</b>				
SSMID 1		0	0	34	0	66	0.00000
SSMID 2		0	0	35	0	67	0.00000
SSMID 3		0	0	36	0	68	0.00000
SSMID 4		0	0	37	0	69	0.00000
SSMID 5		0	0	555	0	565	0.00000
SSMID 6		0	0	556	0	566	0.00000
SSMID 7		0	0	1177	0	1179	0.00000
SSMID 8		0	0	1185	0	1187	0.00000
<b>Total Special Revenue Levies</b>			39	804,860	791,416		
Debt Service Levy 76.10(6)	Amt Nec		40	926,023	911,396	70	3.52083
Capital Projects (Capital Improv. Reserve)	0.67500		41		0	71	0.00000
<b>Total Property Taxes (27+39+40+41)</b>			42	3,840,569	3,777,325	72	15.22430

(Signature)

(Date)

(County Auditor)

(Date)

**NOTICE OF PUBLIC HEARING - CITY OF WASHINGTON - PROPOSED PROPERTY TAX LEVY**  
**Fiscal Year July 1, 2021 - June 30, 2022**

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

**Meeting Date:** 2/2/2021 **Meeting Time:** 07:00 PM **Meeting Location:** City Council Chambers, Washington City Hall, 215 E. Washington Street

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
 www.washingtontowa.gov

City Telephone Number  
 (319) 653-6584 ext: 122

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	245,880,295	248,678,754	248,678,754	
Tax Levies:				
Regular General	1,991,630	1,991,630	2,014,298	
Contract for Use of Bridge	0	0		
Opr & Maint Publicly Owned Transit	0	0		
Rent, Ins. Maint. Of Non-Owned Civ. Cr.	0	0		
Opr & Maint of City-Owned Civic Center	0	0		
Planning a Sanitary Disposal Project	0	0		
Liability, Property & Self-Insurance Costs	91,246	91,246	91,245	
Support of Local Emer. Mgmt. Commission	0	0		
Emergency	66,386	66,386	67,143	
Police & Fire Retirement	0	0		
FICA & IPERS	345,100	345,100	357,865	
Other Employee Benefits	373,942	373,942	379,852	
<b>Total Tax Levy</b>	<b>2,868,304</b>	<b>2,868,304</b>	<b>2,910,403</b>	<b>1.46</b>
<b>Tax Rate</b>	<b>11.66545</b>	<b>11.53417</b>	<b>11.70346</b>	

**Explanation of significant increases in the budget:**  
 Wages, benefits & normal operating costs

**If applicable, the above notice also available online at:**  
 www.washingtontowa.gov/city-government/administration

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.  
 \*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

**FUND BALANCE**  
 City Name: WASHINGTON  
 Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
<b>Annual Report FY 2020</b>									
Beginning Fund Balance July 1	1 1,309,868	1,622,742	9,076	632	4,516,307	0	7,458,625	2,364,519	9,823,144
Actual Revenues Except Beg Balance	2 4,495,091	3,233,241	313,217	1,049,072	9,469,956	0	18,560,577	7,799,351	26,359,928
Actual Expenditures Except End Balance	3 4,393,986	3,316,409	322,293	1,049,704	8,708,678	0	17,791,070	8,513,754	26,304,824
Ending Fund Balance June 30	4 1,410,973	1,539,574	0	0	5,277,585	0	8,228,132	1,650,116	9,878,248
<b>Re-Estimated FY 2021</b>									
Beginning Fund Balance	5 1,410,973	1,539,574	0	0	5,277,585	0	8,228,132	1,650,116	9,878,248
Re-Est Revenues	6 4,626,252	3,169,640	366,762	1,205,368	8,745,191	0	18,113,213	7,156,235	25,269,448
Re-Est Expenditures	7 4,756,848	3,495,845	366,762	1,205,193	11,449,279	0	21,273,927	7,413,242	28,687,169
Ending Fund Balance	8 1,280,377	1,213,369	0	175	2,573,497	0	5,067,418	1,393,109	6,460,527
<b>Budget FY 2022</b>									
Beginning Fund Balance	9 1,280,377	1,213,369	0	175	2,573,497	0	5,067,418	1,393,109	6,460,527
Revenues	10 4,607,655	3,082,884	480,417	1,285,152	5,931,090	0	15,387,198	8,097,209	23,484,407
Expenditures	11 4,656,958	3,344,964	480,417	1,285,078	7,692,648	0	17,460,065	8,141,652	25,601,717
Ending Fund Balance	12 1,231,074	951,289	0	249	811,939	0	2,994,551	1,348,666	4,343,217

**ADOPTED BUDGET SUMMARY**  
 City Name: WASHINGTON  
 Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
<b>Revenues &amp; Other Financing Sources</b>										
Taxes Levied on Property	1 2,074,513	791,416		911,396	0			3,777,325	3,785,862	3,806,301
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 2,074,513	791,416		911,396	0			3,777,325	3,785,862	3,806,301
Delinquent Property Taxes	4 0	0		0	0			0	0	0
TIF Revenues	5	480,417						480,417	366,762	313,217
Other City Taxes	6 35,173	1,018,444		14,627	0			1,068,244	1,005,000	1,007,534
Licenses & Permits	7 100,375	0					0	100,375	95,400	110,920
Use of Money and Property	8 140,800	4,050		175	159,923	0	1,967	306,915	298,316	215,870
Intergovernmental	9 191,393	962,814		28,256	3,124,940		568,000	4,875,403	2,266,400	1,746,707
Charges for Fees & Service	10 441,950	0		0	0	0	4,907,033	5,348,983	5,060,464	4,311,447
Special Assessments	11 0	0		0	53,000		0	53,000	32,391	18,457
Miscellaneous	12 266,370	22,771		0	238,939	0	131,872	659,952	1,274,018	1,707,920
Sub-Total Revenues	13 3,250,574	2,799,495	480,417	954,454	3,576,802	0	5,608,872	16,670,614	14,184,613	13,238,373
<b>Other Financing Sources:</b>										
Total Transfers In	14 1,357,081	283,389		330,698	2,354,288	0	2,488,337	6,813,793	8,719,494	7,539,259
Proceeds of Debt	15 0	0		0	0	0	0	0	2,365,341	5,582,296
Proceeds of Capital Asset Sales	16 0	0		0	0	0	0	0	0	0
Total Revenues and Other Sources	17 4,607,655	3,082,884	480,417	1,285,152	5,931,090	0	8,097,209	23,484,407	25,269,448	26,359,928
<b>Expenditures &amp; Other Financing Uses</b>										
Public Safety	18 1,866,042	2,000				0		1,868,042	1,834,921	2,169,493
Public Works	19 465,616	805,749				0		1,271,365	1,249,395	1,263,411
Health and Social Services	20 0	0		0	0	0		0	0	0
Culture and Recreation	21 1,011,395	39,115		0		0		1,050,510	1,107,322	940,765
Community and Economic Development	22 0	85,000	24,961			0		109,061	189,747	99,542
General Government	23 985,757	88,245				0		1,074,002	1,122,036	1,284,084
Debt Service	24 0	157,940	48,382	1,285,078		0		1,491,400	1,409,515	1,208,644
Capital Projects	25 0	0			5,546,169	0		5,546,169	7,718,856	5,342,453
Total Government Activities Expenditures	26 4,328,810	1,178,049	72,443	1,285,078	5,546,169	0		12,410,549	14,631,792	12,308,392
Business Type Proprietary: Enterprise & ISF	27						6,377,375	6,377,375	5,335,883	6,457,173
Total Gov & Bus Type Expenditures	28 4,328,810	1,178,049	72,443	1,285,078	5,546,169	0	6,377,375	18,787,924	19,967,675	18,765,565
Total Transfers Out	29 328,148	2,166,915	407,974	0	2,146,479	0	1,764,277	6,813,793	8,719,494	7,539,259
Total ALL Expenditures/Fund Transfers Out	30 4,656,958	3,344,964	480,417	1,285,078	7,692,648	0	8,141,652	25,601,717	28,687,169	26,304,824
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -49,303	-262,080	0	74	-1,761,558	0	-44,443	-2,117,310	-3,417,721	55,104
Beginning Fund Balance July 1	33 1,280,377	1,213,369	0	175	2,573,497	0	1,393,109	6,460,527	9,878,248	9,823,144
Ending Fund Balance June 30	34 1,231,074	951,289	0	249	811,939	0	1,348,666	4,343,217	6,460,527	9,878,248

*Jaron P. Rosien, Mayor  
Sally Hart, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator*



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

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## **Memorandum**

February 25, 2021

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

From: Brent Hinson  
City Administrator

A handwritten signature in blue ink, appearing to be "B. Hinson", is placed to the right of the typed name.

Re: Bell Farm Lease

We have reached an agreement with Jason and Jeff Bell to continue to farm the land we bought from their family in mid-2020. The rate of \$245/acre is based on the average CSR2 (productivity) value for the parcel and ISU Extension's average cash rent numbers for Washington County.

In other farm news, we will not have a lease agreement with the FFA this year. They are restructuring their land lab program and passed on the opportunity to rent from us again. I have contacted Larry Fishback at Washington State Bank about including this in the area we custom farm, which includes the Business Park and the area around the WWTP. This gives us maximum flexibility on what has been the FFA land, which includes the future expansion of Elm Grove Cemetery and the future Wellness Park expansion area.

## FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Washington, Iowa ("Landlord"), whose address for the purpose of this Lease is 215 E. Washington Street, Washington, Iowa 52353 and Jeff & Jason Bell (the "Tenant"), whose address for the purpose of this Lease is 2151 Lexington Blvd, Washington, Iowa 52353.

### THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in WASHINGTON County, Iowa (collectively the "Parcel"):

Auditor's Parcel F, containing 22.07 acres, in the S $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 19, Township 75 North, Range 7 West of the 5<sup>th</sup> P.M., as shown in Plat Book 29, Page 0163, in Washington County, Iowa.

In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent to be payable as follows:

\$245.00 per tillable acre (based on 17.08 acres), with total rent of \$4,184.60.

Fifty Percent (50%) of the TOTAL RENT referenced above is to be paid to Landlord by March 1, 2021 and the remaining Fifty Percent (50%) by November 1, 2021, at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent.

Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant.

Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant.

Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S.

government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

**4. INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other	0	100

Phosphate and potash on oats or beans shall be allocated 33% the first year and 67% the second year, and on all other crops allocated 33% the first year and 67% the second year. Lime and trace minerals shall be allocated over 2 years. If this Lease is not renewed, and Tenant does



States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Dated this 18 day of February, 2021.

TENANT:

CITY OF WASHINGTON, IOWA

By: Jason W. Bell  
Jason W. Bell

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

By: Jeffrey A. Bell  
Jeffrey A. Bell

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

# Quote

**JC CROSS CO.**

Phone: 1-800-326-1240 Email: sales@jccross.com

**5328 Tremont Ave.  
Davenport, IA 52807**

Fax: (563) 359-0141

**175 Mill Street  
PO Box 512  
Burlington, IL 60109**

**21177 - 59 HWY  
Oakland, IA 51560**

Fax: (712) 482-6268

TO: City of Washington  
WWTP

DATE		FOB	QUOTE NO.	P.O. NO.	
2/22/21		Shipping Pnt	WSH020821-1		
QTY	ITEM	DESCRIPTION	U/M	UNIT PRICE	Total
1	Repair...	Attn: Jason Repair and Return (1) Aerzen GM90S Blower Serial Number: 1028333  Repair includes the following: Teardown, Evaluation, Sandblast, Pressure Clean, Rework Endplates, Rework Lobes, Balance Lobes, Rework Cylinder, Rework Gears, Assemble, Paint, Delivery  Repair includes replacing the following: Sealing Kit, Bearing Kit  Lead Time: Approx. 4 weeks ARO  Approx. Price of New: \$38,900.00  Thank you for the opportunity to quote! Mindy Kruse Sales Tax		18,935.00	18,935.00
				0.00%	0.00
Salesman: CT			<b>Total</b>	\$18,935.00	

QUOTE VALID FOR 30 Days  
WE ACCEPT MASTERCARD, VISA, & DISCOVER- A 4% PROCESSING FEE APPLIES

Washington Water Treatment Plant

2/25/21

Plant Superintendent: Kyle Wellington

Memo: Tank inspection and cleaning

The water department is due for tank cleaning and inspection. This is something that needs to be done every 3-5 years. I received quotes for the ground storage tank, the north tower, and the flush tank to be cleaned and inspected. We will add in the south tower next inspection cycle. We feel it does not need cleaning or inspected this time around because it was renovated in the fall of 2019.

I will provide 4 quotes, scope of work, and my recommendation. The quotes are as follows:

**Midco:** \$5,338.00; Inspection/cleaning \$5,189.00 + EPA/DNR Report \$149.00=\$5,338.00

Includes all 3 tanks and up to 3" of sediment removal.

**Liquid Engineering:** \$5,410.00. Does not include flush tank.

**Diving services:** \$5,190. All 3 tanks and 2" of sediment removal.

**Liquivision Technology:** \$5,995.00 for GSR/N Tower; additional \$1,500.00 for flush tank. 4" removal

Scope of work: Inspect inner and outer tank. The inspection of the inner tanks will be a live dive. This means they will send certified divers in the tank/tower while full of water to inspect. The divers will be disinfected and we will keep a chlorine residual before, during and after dive. The diver will vacuum any sediment at the bottom of the tanks. This will be video recorded, and a report will be provided. We will be working hand in hand with the local DNR to follow all rules and regulations.

My recommendation: I would like to award Midco with this contract. They were great to work with in the bid process. Midco comes highly recommended by the DNR and is endorsed by Iowa Rural Water (IRWA). They are also the most local company as their headquarters is out of South Dakota. They were the 2<sup>nd</sup> lowest bid only by \$148. Midco will clean 3" of sediment compared to lowest bidders 2". I hope all consider my recommendation and will schedule the work upon approval.

Thanks, Kyle W

January 13, 2021

**City of Washington**  
Attn: Kyle Wellington  
522 North 4<sup>th</sup> Ave  
Washington, IA 52353

**RE: 2021 Tank Maintenance Project**

Thank you for choosing Midco Diving & Marine Services, Inc. – a proud member and supporter of Iowa Rural Water Association (IRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for **"Commercial Diving Operations"** including: General Liability, Workman's Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employers Liability, Contractor's Pollution, Automotive Liability, U.S.L.H. and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request. Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms are complying with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of this when evaluating our proposal. Current diver and equipment certifications will be available on site for review.

- Diver training – from accredited commercial dive school (each dive team member)**
- Current First Aid/CPR training (each dive team member)**
- Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)**
- Air purity test for breathing air source(s) – tested every 6 months**
- Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure**
- Depth gauges – calibrated every 6 months**

**TANK DESCRIPTION(S)**

Tank	Capacity	Dimensions	Type
North Tower	500 K	140' Tall X 55' Diameter	Steel Welded Pedestal
Ground Storage Reservoir	1 M	32' Deep X 75' Diameter	Semi Buried Concrete Tank w/ Inner Wall & Outer Wall
Plant Clearwell	40 K	10' Deep X 25' Long X 18' Wide	Semi Buried Concrete Clearwell in Plant Building

**Inspection**

An inspection with a live video recording in DVD format will be made documenting the findings in the tank. Inspection procedures include:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints and Seams
- Interior Coatings
- Exterior Coatings
- Telemetry
- Sediment Depths

**Cleaning**

Midco will remove up to three inches (**3"**) of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3") will be removed for an additional charge with a firm price given while on site. Material such as sand, gravel and concrete are considered debris and will be removed by hand **at an additional charge**. All discharged materials including water are the responsibility of the owner unless prior arrangements are made.

**Potable Water Operations** – All Midco divers and associated in tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-11. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment dedicated to in-service potable water operations.



800-479-1558 (P)  
800-238-0217 (F)  
www.midcodiving.com  
info@midcodiving.com



Home Office P.O. Box 513 Rapid City, South Dakota 57709 605-791-3030

<b>Cleaning &amp; Inspection Pricing (Including Inspection DVD) .....</b>	<b>\$5,189.00</b>
<b>Additional Services</b>	
<input type="checkbox"/> <b>EPA or State Report .....</b>	<b>\$149.00 Each</b>
<input type="checkbox"/> <b>Full Written Report with EPA or State Report .....</b>	<b>\$249.00 Each</b>
<i>Pricing above does not include Local, State or Franchise Taxes – if any.</i>	

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and Midco hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. This proposal is valid for Thirty Days (30). **Terms are net 10 days from completed on site work**; interest accrues at 1.5% per month on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing does not include contract review, comprehensive dive plans, additional insurance requirements or any repair work unless stated with the above pricing.

- To expedite your project please be aware of the following:**
- Utility personnel must have tank(s) full to overflow and in service prior to crew arrival.
  - Access into reservoirs are sufficient for safe diver entry and exit with no obstructions – minimum of 24”.
  - Working with our scheduling department to complete the project in timely and proficient manner which includes potentially working over a weekend.
  - It will be the responsibility of the utility to notify antenna operator and or owners prior to arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that will interfere with Midco team safety and access to water reservoirs.

This quotation has been prepared exclusively for your firm. The contents of this quotation are considered confidential and are not to be divulged to third parties. This quotation has been prepared using information provided by your firm/utility. Incorrect or inaccurate information used for estimate purposes or that delays progress could influence your final price. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as, weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc is unable to complete the work as described above due to lack of weekend access, tank access, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. Please note, it is the utilities responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to availability of personnel and equipment; upon approval, please sign return by fax, email or mail to Midco Diving & Marine Services, Inc.

City of Washington  
522 North 4<sup>th</sup> Ave  
Washington, IA 52353

Midco Diving & Marine Services, Inc.  
PO Box 513  
Rapid City, SD. 57709  
P: (800) 479-1558  
F: (800) 238-0217

*I have read, understand and agree to the terms of this proposal:*

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

By: *Gordon A. Coates*

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

Title: Iowa Regional Manager

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

Date: January 13, 2021



800-479-1558 (P)  
800-238-0217 (F)  
www.midcodiving.com  
info@midcodiving.com



*Jaron P. Rosien, Mayor  
Sally Hart, 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**

February 25, 2021

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

From: Brent Hinson  
City Administrator

A handwritten signature in blue ink, appearing to be "Brent Hinson", is written over the printed name and title.

Re: Engagement Agreement with PFM Financial Advisors

As we began preparations for the 2021 bond issuance, PFM discovered that we were in technical non-compliance with filing requirements on past bond issuances. We have been filing the audit each year as directed on the online compliance system, but apparently the audit does not contain all of the schedules we need to satisfy the bond market of our transparency and good financial health. Additionally, they now require disclosure of qualifying events including things like the supplementary SRF issuance we recently did, even though that is revenue debt, not General Obligation debt. This technical non-compliance becomes an issue when we get ready to do a new issuance, as if unaddressed, it will hurt the rating we can achieve, or if overlooked, it could actually create a securities law violation and get the Securities & Exchange Commission (SEC) investigating us.

Due to the complex issues involved, we are asking that the Council approve utilizing PFM's services to help us get back in full compliance prior to the bond issuance we plan this summer. From that point, we can then assess the value of these services and if we want to continue to utilize PFM in this way.

## AGREEMENT FOR FILING ASSISTANCE SERVICES

This exhibit provides information regarding the services of PFM Financial Advisors LLC ("PFM") for filing assistance with respect to the Securities and Exchange Commission Rule 15(c)2-12 relating to continuing disclosure of financial information as it pertains to debt that the City of Washington, Iowa (the "Client") has issued.

The Securities and Exchange Commission ("SEC") modified Rule 15c2-12 such that as of July 2009, all filings are required to be made electronically through the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system.

The Client has entered into continuing disclosure undertakings in connection with the issuance of past bond issues in which the Client covenanted to file annual reports ("Annual Disclosure Reports") after the close of its fiscal year and to provide notice of material events if any should occur. The Annual Disclosure Report consists of the Client's audited financial statements and other financial and operating data specified in the Client's continuing disclosure agreement.

In the case of any material events, as determined solely by the Client, it is the responsibility of the Client to inform PFM of the occurrence thereof as soon as it becomes known. Our duty is to assist with the Client's submission of the material event notice (the "Notice") to the MSRB through the EMMA site as required. We assume no, and expressly disclaim any, responsibility for the determination of whether and when any Notices are required to be filed. All such Notices, which may be supplied to us by the Client, are warranted by the Client to be complete and accurate.

PFM will rely solely on the Client to prepare the Annual Disclosure Report and any required Notices. PFM assumes no, and expressly disclaims any, responsibility for the timely availability or completeness and accuracy of information contained in the Annual Disclosure Report or any Notices. Without limiting the generality of the foregoing, PFM will perform the following tasks:

1. Provide notice to the Client that the Annual Disclosure Report filing requirement will be coming due;
2. Provide a list of information required in the Annual Disclosure Report which will need to be supplied by the Client;
3. Provide documentation of information needed that will need to be supplied by third parties other than the Client (e.g. County, Bond Counsel);
4. Support the filing of the Annual Disclosure Report as provided by the Client;
5. Support the filing of Notices provided by the Client

The annual fee is as follows for the services listed above:

<u>Filing Assistance Fee:</u>	\$2,000
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PFM reserves the right to adjust the annual fee and to request reimbursement for any out-of-pocket costs that we may incur in filing Annual Disclosure Reports or Notices.

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 agreement shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM. 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.

This agreement shall remain in effect until canceled in writing by either party upon thirty (30) days written notice to the other party.

ACCEPTED THIS:

**City of Washington, Iowa**

**PFM Financial Advisors LLC**

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

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

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

Name: Jon Burmeister

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

Title: Managing Director

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

Date: 2/25/2021



*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**

February 25, 2021

To: Mayor & City Council  
Cc: Sally Hart, City Clerk

From: Brent Hinson  
City Administrator

A handwritten signature in blue ink, appearing to read "B. Hinson", is placed to the right of the "From:" line.

Re: Temporary Treatment Agreement Amendment- IRE

We came to Council back in December with a 90-day temporary amendment to our treatment agreement with IRE to allow them to discharge at a slightly lower pH to reduce the amount of Hydrogen Sulfide (H<sub>2</sub>S) gas that is being catalyzed by IRE's sewer discharge. The good news is that the Peracetic acid (PAA) that IRE has been dosing has made a huge difference, and we are now within recommended constraints for H<sub>2</sub>S gas within our system. However, they are hoping that with consistent dosing, they will be able to start to taper off the PAA dose over time without the H<sub>2</sub>S recurring. This is important because the current dosing level is financially unsustainable for IRE over time. IRE has requested and we recommend extending this temporary treatment agreement amendment for an additional 120 days.

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

**A RESOLUTION ADOPTING A TEMPORARY  
TREATMENT AGREEMENT AMENDMENT**

WHEREAS, the City Council approved a Treatment Agreement with Iowa Renewable Energy (IRE) biodiesel plant on April 24, 2013, which was revised on December 16, 2014 and August 7, 2018; and

WHEREAS, due to the need to control the production of H<sub>2</sub>S gas being catalyzed in the City's sewer collection system by IRE's effluent, chemical dosing methods that may lower the pH of IRE's effluent below the minimum allowed in the Treatment Agreement are currently required to address the issue, and the Council took action to temporarily amend the agreement to this effect through March 15, 2021; and

WHEREAS, IRE has requested and FOX Engineering recommends the attached Temporary Amendment to Treatment Agreement to allow for further extend the examination of chemical dosing effects for 120 days.

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

Section 1. The Council hereby adopts the attached Temporary Amendment to Treatment Agreement with Iowa Renewable Energy.

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

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

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

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

## TEMPORARY AMENDMENT TO TREATMENT AGREEMENT

The following Temporary Amendment to the Treatment Agreement dated April 9, 2018, is made and entered into by and between the City of Washington, Iowa, hereinafter referred to as City, and Iowa Renewable Energy, hereafter referred to as User:

WHEREAS, the City and User have an existing treatment agreement; and

WHEREAS, the User has received approval from IDNR for a Temporary and Limited Degradation status for the temporary addition of Peracetic Acid (PAA) to its wastewater discharge to test the effects on controlling hydrogen sulfide odor issues within the sanitary sewer system as a result of the User's discharge which may result in the pH of the User's discharge violating the minimum pH limit of 6.0; and

WHEREAS, the City Council previously approved temporary modifications to the original Treatment Agreement on December 15, 2020 to allow the User to add PAA and comply with the Treatment Agreement; and

WHEREAS, the parties desire to extend these temporary modifications to the original Treatment Agreement for an additional 120 days.

NOW, THEREFORE, it is agreed as follows:

1. The original Treatment Agreement shall be temporarily modified such that the User's minimum discharge limit for pH shall be reduced from pH 6.0 to pH 5.5. Modification of the original Treatment Agreement shall be limited to the minimum pH only; The User shall comply with all other requirements and conditions of the Treatment Agreement which shall remain in full effect.
2. The parties understand and agree that, if such temporary adjustment of the minimum pH limit is determined to have a negative impact to the Publicly Owned Treatment Works, sanitary sewer system, sanitary sewer workers, or have any other undesirable effects as determined by the City, they City may cancel this Temporary Amendment at any time prior to the expiration date indicated below.
3. This Temporary Amendment shall be in effect through July 13, 2021, at which time the User shall revert to complying with all requirements and discharge limits indicated in the original Treatment Agreement.
4. The undersigned states that he or she is authorized to execute this agreement on behalf of User.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF WASHINGTON, IOWA

IOWA RENEWABLE ENERGY

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By:

---

By:

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

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

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

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

The property of Tri-County Carpentry LLC at 818 S 2<sup>nd</sup> Ave. for the amount of \$95.00. Legal description (08 05 WILSONS). Parcel Number (1120136002).

The property of Gonzales, Adrian & Gabriela M. Villagrana at 620 E Madison St for the amount of \$110.00. Legal Description (10 06 E Wash). Parcel Number (1117457010).

The property of Sides, Samuel at 815 N 7<sup>th</sup> Ave. for the amount of \$87.50. Legal Description (22 COLUMBIAN ADD LOT 2). Parcel Number (1117211013).

WHEREAS trash and junk were removed from the following listed properties:

The property of Telleen Jeremy D. & Ellen M. at 912 S Ave D for the amount of \$150.00. Legal Description (11 HAYES SD LOT 10 & s 52). Parcel Number (1120105022).

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 2nd day of March, 2021.

\_\_\_\_\_  
Millie Youngquist, Mayor Pro-tem

Attest:

\_\_\_\_\_  
Sally Hart, City Clerk

Jaron P. Rosien, Mayor  
Sally Hart, 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**

February 26, 2021

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

From: Brent Hinson  
City Administrator

A handwritten signature in blue ink, appearing to be "B. Hinson", is written over the printed name of Brent Hinson.

Re: Proposed Development Agreement with Matnic, LLC

I had hinted to the Council of major progress on NLW Subdivision development. We are now ready for Council discussion of this opportunity.

Matt Lopic (also a Broker Associate for Lopic-Kroeger Realtors) would like to purchase all of the lots in Plat 1 through his development company, Matnic, LLC, and is also very interested in Plat 2. Jaron & I met with Matt and discussed his plans. He plans to build 3 homes initially, and then start additional builds as the homes sell. His goal would be to not have more than 2 homes unsold at a time.

Matt has made a full asking price offer on the lots, less a 3% realtor fee. He would also agree to resell lots to other interested parties as requested. We have allowed for a reasonable margin for his carrying costs for the land (legal, administrative, bank interest, taxes), but the maximum he could charge is 125% of the list price. His goal is to get Plat 1 built out quickly, and then proceed to Plat 2. The attached development agreement put together by Kevin details all of the arrangements, including a right of first refusal for the Plat 2 purchase.

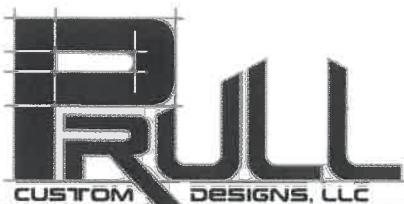
Overall, we feel that this agreement is very much in keeping with the City's goals and objectives in housing development. It should lead to quick development of the NLW land, and allow us to proceed in due course to developing the Bell land and/or pursuing other residential development opportunities.

If the Council is in agreement, we ask you to set a public hearing for March 16 on the development agreement. Matt hopes to close by March 31 so that construction can begin as soon as possible.

Single-Family Home  
Example



www.PruillCustomDesigns.com



Home designs you dream about

466 Sunset Drive / Fairfax, IA 52228  
Office: 319-846-9353 / Fax: 319-846-9373

E-mail: Mike@PruillCustomDesigns.com

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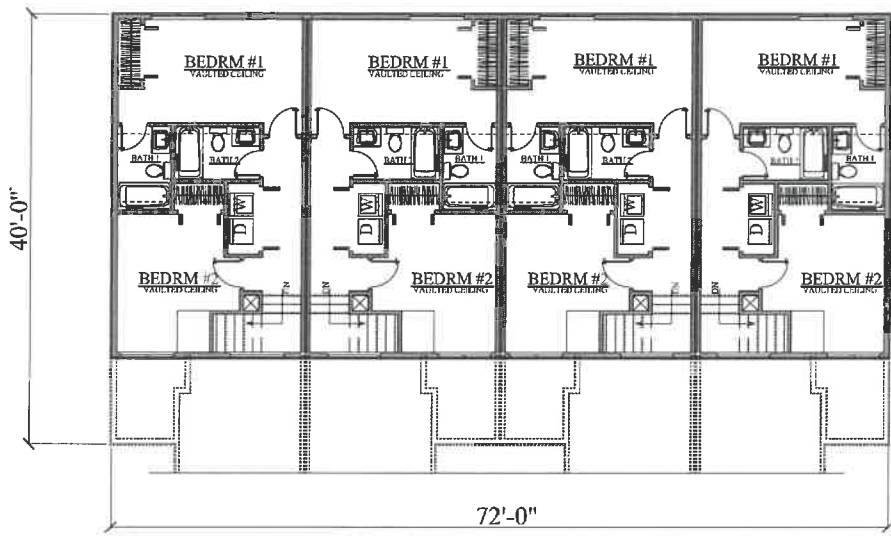
PLAN# R-432-12

FIN. AREA = 1156

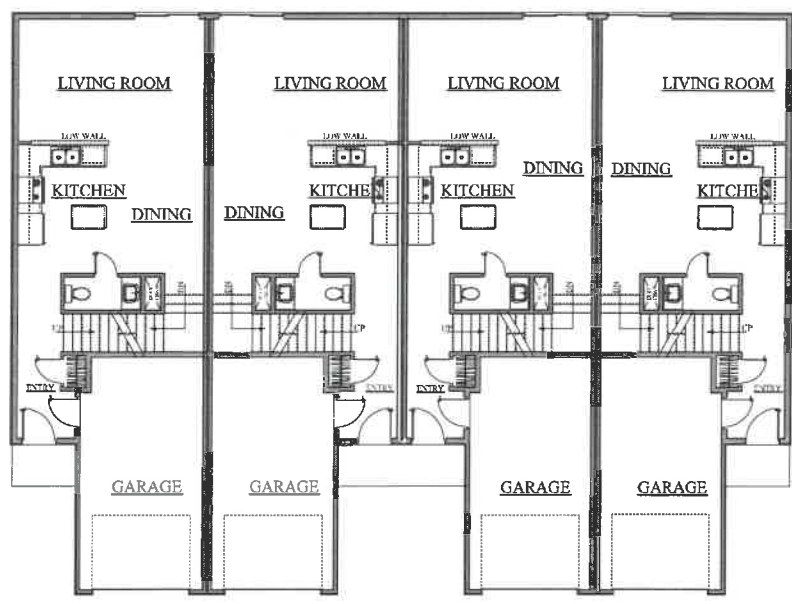
\* 3 1 ≈ \* 3 Φ \* M + \* ≡ ∪ \* 7 ©



Duplex Example -  
Can be sized  
w/ either 2  
or 4 units



*[Handwritten scribble]*



© COPYRIGHT / 2007 / MIKE PRULL



466 Sunset Drive / Fairfax, VA 22228  
Office: 319-846-9353 / Fax: 319-846-9373  
E-mail: Mike@PrullCustomDesigns.com

PLAN# M-245-07  
MAIN AREA = 628  
2ND AREA = 533  
TOTAL AREA = 1161

www.PrullCustomDesigns.com



**DRAFT**

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

## **DEVELOPMENT AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Washington, Iowa, 215 East Washington Street, Washington, Iowa, hereafter the “City”; and Matnic, LLC, an Iowa limited liability company, 305 N. Main Street, North Liberty, Iowa 52317 (hereafter “Matnic”).

WHEREAS, City is the owner of that certain property legally described as Lots 1 through 9, NLW Subdivision, Plat 1, Washington, Iowa (the “the Plat 1 Property”), said Plat being attached hereto as Exhibit “A”; and

WHEREAS, City plans to develop property located west of the Property, which will be called NLW Subdivision, Plat 2 (the “Plat 2 Property”), said proposed Plat being attached hereto as Exhibit “B”; and

WHEREAS, Matnic desires to purchase the Plat 1 Property and also expresses a desire to purchase the Plat 2 Property at a future date; and

WHEREAS, the City has agreed to sell the Plat 1 Property to Matnic for a purchase price of \$207,850.00; and

WHEREAS, Matnic intends to construct residential units on a portion of the Plat 1 Property and will be the real estate broker to sell the remaining portion of the Plat 1 Property to other homebuilders; and

WHEREAS, it is in the best interest of the City to sell the Plat 1 Property to Matnic for the construction of residential housing units in the City.

NOW, THEREFORE, ON THE BASIS OF THE PRECEDING RECITALS, AND FOR THE MUTUAL CONSIDERATION OF ENTERING INTO THIS AGREEMENT, THE DEVELOPER AND CITY AGREE AS FOLLOWS:

**A. Real Estate Closing for Plat 1 Property.**

1. **Purchase Price.** Matnic shall pay the sum of \$207,580.00 for the purchase of the Plat 1 Property, subject to deductions allowed in Section (A)(9) below.

2. **Real Estate Taxes.** City shall pay real estate taxes that are due and a pro-rata share of all of the real estate taxes that have accrued as of the date of closing.

3. **Risk of Loss and Insurance.** City shall bear the risk of loss or damage to the Plat 1 Property prior to closing and possession. City agrees to maintain existing insurance and Matnic may purchase additional insurance.

4. **Possession and Closing.** If Matnic timely performs all of its obligations, possession of the Plat 1 Property shall be delivered to Matnic on or before March 31, 2021, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by Matnic pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.

5. **Condition of Property.** The Property as of the date of this Agreement will be preserved by City in its present condition until closing. City makes no warranties, express or implied, as to the condition of the Property. Matnic acknowledges that it is purchasing the Plat 1 Property in an "AS IS" condition.

6. **Abstract and Title.** City, at City's expense, shall deliver to Matnic, at City's expense an abstract of title to the Plat 1 Property continued through the date of acceptance of this Agreement. It shall show marketable title in City in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. City shall make every reasonable effort to promptly perfect title. If closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the Matnic when the Purchase Price is paid in full and the Closing occurs. City shall pay the costs of additional abstracting and title work due to any act or omission of City, including transfers by or

the death of City or assignees. The abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

7. **Environmental Matters.** City warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Plat 1 Property, the Plat 1 Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and City has done nothing to contaminate the Plat 1 Property with hazardous wastes or materials. City warrants that the Plat 1 Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. In the event that there exists any hazardous materials or substances, solid waste disposal sites or underground storage tanks on the Plat 1 Property, Matnic has the right to cancel this Agreement. If there exists any abandoned wells, Matnic may require City to cap the well in accordance with all applicable laws and regulations.

8. **Deed.** Upon payment of the Purchase Price, City shall convey the Property to Matnic by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except easements and restrictions of record. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City. City shall prepare the deed for signature by City at the closing.

9. **Use of Purchase Price.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens, payoff the current real estate contract and to acquire outstanding interests, if any, of others. City shall pay the real estate transfer tax associated with this transaction and Matnic shall pay the costs of recording the documents.

**A. Matnic's Obligations with respect to construction of housing and sale of remaining lots.**

1. The parties to this Agreement agree that the Purchase Price for each lot in the Plat 1 Property is as follows:

- Lot 1: \$30,000
- Lot 2: \$27,000
- Lot 3: \$22,000
- Lot 4: \$22,000
- Lot 5: \$22,000
- Lot 6: \$22,000

Lot 7: \$22,000

Lot 8: \$22,000

Lot 9: \$25,000

Matnic may cause residential units to be constructed on any of the lots in the Plat 1 Property and will be responsible for marketing and selling the remaining lots that Matnic will not build upon in the Plat 1 Property, with the goal of having all nine (9) lots fully built out within thirty-six (36) months of the date of this Agreement. For its services in marketing the remaining lots, Matnic may sell each lot for no more than 125% of the price for each lot listed above. All lots for sale shall be clearly marked with a listing agent sign and contact information.

2. Covenants upon sale. On the lots that Matnic is constructing in the Plat 1 Property, Matnic, shall have construct said houses and have a residential dwelling(s) on said lots within thirty-six (36) months of the date on the deed conveying the lots to Matnic. As part of every sale made by Matnic of the remaining lots in the Plat 1 Property, as part of said deed, there shall be a covenant that requires a residential dwelling(s) be constructed on each lot within eighteen (18) months of the date of the deed. For purposes of this paragraph 2, the residential dwelling will be completed on the earlier of listing the house for sale or persons moving into said residential dwelling(s). The overall goal of the City is to have all of the lots built upon within thirty-six (36) months from the date of this Agreement.

**B. Plat 2 Property.**

1. As part of this Agreement, the City will complete the platting and installation of public improvements for the Plat 2 Property no later than December 31, 2022.

2. Matnic may submit a separate offer to the City for the Plat 2 Property once at least six (6) of the nine (9) lots are sold and have completed houses or are in the process of being constructed.

3. In the event that the City receives an offer(s) for any of the Plat 2 Property, the City shall forward the basic terms of said offer to Matnic. Matnic will have thirty (30) days from the date of the sending of the City's notice to either agree to match said terms or in writing, refuse to match the terms, thereby releasing the lots for sale by the City. In the event that Matnic has not purchased all or the remaining lots in the Plat 2 Property within twelve (12) months of the date of the completion of the building upon the Plat 1 Property, this right of first refusal shall become null and void and of no force and effect.

C. **Administrative Provisions.**

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding Agreement duly authorized by the governing body of each party.

2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party.

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

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

5. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6. That this Agreement may be executed in counterparts.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

(The rest of this page left intentionally blank.)

SIGNATURE PAGE FOR THE CITY OF WASHINGTON, IOWA

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

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jaron P. Rosien and Sally Y. Hart, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Washington, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Jaron P. Rosien and Sally Y. Hart acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

SIGNATURE PAGE OF MATNIC:

By: \_\_\_\_\_  
Matthew Lepic, Member

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, this document was executed by Matthew Lepic, as Member of Matnic, LLC.

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

*Jaron P. Rosien, Mayor  
Sally Hart, 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**

February 25, 2021

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

From: Brent Hinson  
City Administrator

A handwritten signature in blue ink, appearing to read "B. Hinson", is placed to the right of the "From:" line.

Re: Mini-Bus Agreement

Attached is a proposed agreement that would allow Washington County Mini-Bus to apply for a Public Transit Infrastructure Grant (PTIG) through the Iowa DOT. If funded, they could get up to 80% of their facility renovations covered by grant dollars. The City must be in the middle because a governmental sponsor is required for the grant, and Mini-Bus is a private non-profit. Council previously approved an agreement for the same program 2 years ago, which did not get funded because there was a higher scoring application from Benton County, and the DOT typically only funds 1 project per region. The original agreement was written by City Attorney Olson.



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

**RESOLUTION APPROVING A  
MEMORANDUM OF UNDERSTANDING**

WHEREAS, Washington County Mini-Bus is an important agency in our community;  
and

WHEREAS, to this end, voters approved a Local Option Sales Tax in 2002 that directs  
25% of proceeds to transit services, thus making the City of Washington a significant  
funder of this organization; and

WHEREAS, Mini-Bus wishes to make major improvements to their facility, and has  
applied for a Public Transit Infrastructure Grant (PTIG) through the East Central Iowa  
Council of Governments (ECICOG); and

WHEREAS, as Mini-Bus is a non-governmental private non-profit organization,  
ECICOG has asked the City of Washington to be the governmental sponsor for this grant.

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

Section 1. The City Council hereby authorizes the Mayor to execute the  
Memorandum of Understanding with ECICOG, attached as Exhibit A of this resolution,  
to support the Washington County Mini-Bus PTIG application.

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

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

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

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

## **MEMORANDUM OF UNDERSTANDING**

### **SECTION 1: PARTIES**

This Memorandum of Understanding (hereinafter "Memorandum") is between **Washington County Minibus** (hereinafter "the Provider"), The City of Washington, IA (hereinafter "the Local Government" and **East Central Iowa Council of Governments** (hereinafter "ECICOG").

### **SECTION 2: PURPOSE**

It is the mutual desire of all parties to collaborate in the reconstruction of a building, together with driveways and parking (collectively the "Facility"), and the maintenance of said Facility to be used by Washington County Minibus, an entity that operates under contract with ECICOG and provides local transportation in Washington County.

### **SECTION 3: DURATION OF THE AGREEMENT**

The term of this Memorandum shall be from the date duly executed until such time as it is terminated by either party, in accordance with the Termination section of this Memorandum.

### **SECTION 4: DUTIES OF THE PROVIDER and LOCAL GOVERNMENT**

- The Provider shall be responsible for the cost of the total project not covered by a Public Transit Infrastructure Grant program ("PTIG grant").
- The Provider shall be responsible for supplying all information needed by ECICOG to prepare the application for a PTIG grant to be submitted to the Office of Public Transit of the Iowa Department of Transportation.
- The Provider shall be responsible for paying all costs associated with the project, and shall submit paid invoices to ECICOG for reimbursement through the PTIG grant, together with such certificates and proof of payment of contractors, subcontractors and material suppliers as ECICOG shall require.
- The Provider shall, in consultation with ECICOG, be responsible for determining the location, the design of, and securing bids for the reconstruction of the Facility. The Provider shall, in consultation with ECICOG, be responsible for monitoring the reconstruction of the Facility.
- Prior to commencement of the reconstruction of the Facility, the Local Government commits to enter into a lease agreement with ECICOG for the purpose of the Provider using the property for carrying out the duties of Washington County Minibus. This lease agreement shall require the Local Government to obtain liability and property insurance (both naming ECICOG as an insured), shall require the Provider to provide for the daily operation and maintenance of the property and pay all fees, costs, charges, assessments and taxes on the property.

- The Provider commits to allow ECICOG the opportunity to monitor the use of the property to ensure that the property is being used in accordance with this Memorandum and all terms, conditions, covenants and restrictions applicable to ECICOG pursuant to the PTIG grant.

#### **SECTION 5: DUTIES OF ECICOG**

- ECICOG shall be responsible for the submission of an application for a grant to the Office of Public Transit of the Iowa Department of Transportation for the purpose of obtaining funds for the completion of the project.
- ECICOG shall, solely to the extent funds are available through the PTIG grant to ECICOG, reimburse Washington County Minibus for 80% of allowable costs incurred related to the project or the maximum dollar amount of the PTIG grant, whichever is less.
- ECICOG commits to hold the title of said property for the period required under the PTIG grant, or until the time the parties mutually agree to transfer the property to the Provider pursuant to a separate agreement, whichever is shorter. At the time of transfer, ECICOG shall transfer ownership of the property to the Provider at no additional cost to the Provider, provided, the Provider will be responsible for deed preparation, recording and transfer fees, taxes and similar costs.
- Prior to commencement of the construction of the Facility, ECICOG shall enter into an exclusive lease agreement with the Provider for the purpose of using the property for carrying out the duties of Washington County Minibus. The lease agreement shall include terms requiring ECICOG to relinquish maintenance authority over said property and for the Provider to assume all financial responsibilities for operation, maintenance, fees, costs, assessments and taxes with respect to the property.

#### **SECTION 6: TERMINATION**

This Memorandum may be terminated by mutual agreement of all parties. Termination shall be executed by a written agreement signed and dated by both parties. In the event that this Memorandum is terminated unilaterally, any costs incurred by ECICOG and/or the Provider that are not allowed for reimbursement through the PTIG grant will be the responsibility of the Provider. In the event that this Memorandum is terminated after completion of the project and the Facility is no longer used for transit purposes, the Provider will be responsible for reimbursing the Iowa Department of Transportation the prorated grant award in accordance with the terms of the PTIG grant.

#### **SECTION 7: HOLD HARMLESS**

The Provider and Local Government will indemnify and save ECICOG, and its directors, officers and employees, harmless from and against any and all losses, costs, charges, expenses, judgments, and liabilities incurred by it or them while it or they are acting to carry out the transactions contemplated by this Memorandum or to safeguard its or their interests or ascertain, determine, or carry out its or their interests or ascertain, determine,

or carry out its or their obligations under this Memorandum or any law or contract applicable to the transaction contemplated by this Memorandum. In case any action shall be brought against one or more of the indemnified parties in respect of which indemnity may be sought against the Provider, the indemnified parties shall promptly notify the Provider in writing, and the Provider shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement.

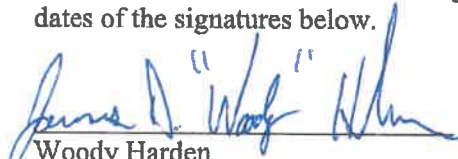
**SECTION 8: APPLICABLE LAWS; SUCCESSORS**

The parties agree that its employees, agents and subcontractors shall comply with all applicable federal, state, and local laws, rules ordinances, regulations and orders when performing the respective obligations of the parties under this Memorandum. In the event litigation is necessary, both parties agree the appropriate jurisdiction is Washington County, IA. This Memorandum shall be binding on the successors of each party.

**SECTION 9: AMENDMENTS**

This Memorandum may be amended in writing from time to time by mutual consent of the parties. All amendments to this Memorandum must be in writing and fully executed by the parties. The parties agree to amend this Memorandum if required by the terms associated with the PTIG grant.

This Memorandum of Understanding is entered into by the Provider and ECICOG on the dates of the signatures below.

  
Woody Harden  
Chairperson  
Washington County Minibus

\_\_\_\_\_  
Karen Kurt  
Director  
East Central Iowa Council of Governments

2-18-2021  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
City of Washington, Iowa

\_\_\_\_\_  
Date

## Narrative by Keith Lazar

### Pickleball Court Request

#### **Sport Background:**

Pickleball is the fastest growing sport in the United States. The sport originated in 1965 in the state of Washington. It is estimated today that there are 7 million players in the US with projections to grow to 10 million in 2021.

#### **Game sketch:**

The game is played on a court which is the same size as a regulation badminton court. Dimensions are 20' x 44'. The net is 2 inches shorter than a tennis court net. It does not favor any gender and I have played with 14-year olds all the way up to a 91-year old. Games are played to 11, win by 2. The ball resembles a wiffle ball and the paddle regulations stipulate that the combination of the width and length of such can not exceed 24". Paddles are typically wooden, fiberglass, or a composite. Those who have played badminton, tennis, racketball, or tennis seem to adapt to the sport quicker than most.

#### **Accessories:**

Paddles are now being sold at the local Walmart and can also be purchased on line for about \$39. Most everyone has tennis shoes, shorts, and tee shirts. Washington Pickleball tees are now being sold in the Washington County Hospital gift shop. It is not cost prohibitive to get into the sport.

#### **Benefits:**

The sport promotes an improved quality of life by unifying individuals socially, enhancing mental acuity, and promoting physical exercise. It brings communities closer.

#### **Area Growth:**

Here is what is happening in some the surrounding communities: Mt Pleasant just finished 6 new outdoor courts in August: Pella converted tennis courts into 12 Pickleball courts and last month announced plans to add lights, Fairfield built 4 new outdoor courts this past July and last year held tournaments, Kalona just resurfaced their tennis courts to include 4 Pickleball courts, West Branch just added 4 new courts, and last but not least, Sigourney just received a Wellmark Foundation grant to convert an existing tennis court into 2 Pickleball courts. Currently the Washington Middle School is playing Pickleball in PE Class.

The high school has been playing it the past few years. Many from the area head south for the winter and actively play the sport. Recently, I have received requests to teach the sport. There is significant evidence to support the projected interest and growth of Pickleball.

#### **Background of Financial Request**

Over the past 18 months, there has been efforts introduce the sport and provide outdoor court community access. In the summer of 2019, the Y lined one indoor court. Many times too many showed up but became impatient with waiting to play and left. The new Y has 3 courts, which were full a few times the past fall. The Y was also providing lessons on Wednesday's at 9:30 with full courts. Play is every weekday beginning at 7:30 to 9:30 am plus two evenings each week. We see new faces frequently. Some past players are staying away because of COVID and an unwillingness to join the Y to play. It has been determined that playing tennis outdoors is low risk. Pickleball would mirror that.

#### **Financial Request Background**

There are three possible locations. They include building new courts at the Wellness Park (very costly), inserting 2-3 courts in the skate park (difficult to isolate from skateboarders and bikers), or resurfacing and repurposing the existing tennis courts (adjacent to Case Field) for dual purpose permanent tennis courts (2) and for 4 Pickleball courts(best and most economical choice). The tennis courts have lights, fencing, and the perfect square footage.

In 2012, the surface was modified to add interlocking plastic tiles. The base surface is uneven and the tiles have become dangerous and slippery to some. A group of Pickleball players tried chalking and playing on the courts. There were too many dead spots and they didn't like the tiles. They felt they were dangerous. The Washington Park Commission decided on the tiles to save money over another bid to redo the courts from L.L. Pelling. A few of the Pickleball players like to also play tennis but will not play on those courts. In 2012, the LL Pelling bid was \$56,557.50. When asked for a new bid and requesting that they do the best that LL Pelling can do, they submitted a bid for \$57,975. This includes, removing the fence for court access, removing the tennis nets and posts, filling in the cracks, leveling the surface, adding new asphalt, covering the new surface with an acrylic coating, and reinstalling the tennis court nets.

**They will then paint lines for 2 tennis courts, paint lines for 4 Pickleball courts using a different color, and reinstall the fence. The city has agreed to remove the tiles. The only items not included are 4 portable Pickleball nets at \$300 each and some benches for resting. The project would commence May or June 2021.**

**Seed money from the Washington Iowa Betterment Foundation in the amount of \$10,000 payable over 3 years has already been committed. The Brinton Trust has also committed \$10,000 payable over three years.**

**The Riverboat Foundation gave \$20,000 to Mt Pleasant, which by the way cost \$208,000 for 6 courts. However, with COVID, they have restricted giving only to derecho impacted areas. We're hopeful that will this spring. Earlier this year, Sigourney received \$25,000 from the Wellmark Foundation. The Wellmark Foundation will accept grant applications beginning January 1 with announcements to be made in May. We now understand that Wellmark may not be making any decisions until late summer 2021. The city will submit the necessary applications.**

**City Manager Brent Hinson has said that he will recommend that the city fund the project to be repaid with 3-year grant payment commitments. The courts are on school property with an agreement to be maintained by the city. Superintendent Willie Stone said he would recommend that the school board approve to project. A presentation to the City Park Commission was made In October.**

**The bid from L.L. Pelling of \$57,975 does not include portable Pickleball nets or benches. The Washington Community Y indicated that their portable nets cost \$350 each. Therefore, four nets would cost approximately \$1,400. Added to the Pelling bid, the total would be \$59,357. We believe we could find volunteers to make two benches for the cost of the material. We would like to keep the total project cost to below \$60,000.**

**In summary, this is a great quality of life enhancement to Washington with no age or gender restriction.**

**Thank you.**

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

**A RESOLUTION ENDORSING AN APPLICATION FOR GRANT FUNDS**

WHEREAS, the community has been working toward outdoor pickleball courts for several years; and

WHEREAS, supporters have already secured several grants, and the City Council included this project in the FY22-FY26 Capital Improvements Plan; and

WHEREAS, the City Council wishes to apply for funds from the Washington County Riverboat Foundation for a 2021 Mini-Grant to assist in this project.

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

Section 1. The City Council endorses the submission of an application for grant funds to the Washington County Riverboat Foundation in the amount of \$5,000 for the Pickleball/Tennis Courts Resurfacing Project.

Section 2. The City Council states its commitment to funding the necessary local match needed to complete the project as well as internally floating the portion of the project to be reimbursed with other grant funds over time, as described in the grant application.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

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

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk



City of Washington  
 Project Budget for Pickleball Conversion  
 February 2021

*For Council- 3-2-21*

<u>Sources</u>	<u>Amount</u>	<u>Status</u>
Washington Iowa Betterment Foundation	\$10,000.00	Secured
Brinton Trust	\$10,000.00	Secured
Washington County Riverboat Foundation	\$5,000.00	March 14 App Date
Wellmark Foundation	\$25,000.00	Applied
City (Not-to-Exceed in FY22-FY26 CIP)	\$15,989.93	Not to Exceed \$25k
<b>Project Cost</b>	<b>\$65,989.93</b>	

<u>Uses</u>		
Remove Existing Sport Court	\$0.00	In-Kind Labor by City
Asphalt Mill & Overlay	\$58,294.00	Quote Obtained
Donor Recognition & Benches	\$2,849.55	
Order 4 Modular Nets	\$1,704.00	
Contingency	\$3,142.38	
<b>Expected Total Cost</b>	<b>\$65,989.93</b>	

*Jaron P. Rosien, Mayor  
Sally Hart, 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**

February 25, 2021

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

From: Brent Hinson  
City Administrator

A handwritten signature in blue ink, appearing to be "B. Hinson", is placed to the right of the "From:" field.

Re: 1<sup>st</sup> Reading of Ordinance Vacating of a Portion of 600 East Tyler Cul-de-Sac

Council held the public hearing on this vacating of a portion of the cul-de-sac in the 600 block of East Tyler east of the hospital back in January to allow for construction of new homes in the area. There were no comments or objections received at that time.

After working quite a bit with the surveying company for the developer, we were able to get a plan that closely resembles our original concept and allows for all 3 lots to be buildable for what the developer would like to do. The developer plans to construct 3 duplexes. They are planning to bring a preliminary & final plat for the subdivision to P&Z on March 9, and on March 16, the Council can either take up the final adoption of the ordinance, convey the parcels to the developer, and then approve the subdivision, or that can wait until April 6 if Council wants to do all 3 readings on the vacating.



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

**AN ORDINANCE DECLARING SURPLUS CERTAIN PROPERTY  
AND PROVIDING FOR ITS DISPOSAL THEREOF**

**BE IT ENACTED** by the City Council of the City of Washington, Washington County, Iowa:

SECTION 1. That a public notice was published at the direction of this Council and a public hearing held on January 19, 2021 to consider declaring surplus a property generally described as:

“A PORTION OF EAST TYLER STREET LYING ADJACENT TO LOT 3g OF SOUTH CIRCLE DRIVE SUBDIVISION TO WASHINGTON, WASHINGTON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Southwest Corner of Lot 3g of South Circle Drive Subdivision, to Washington, Iowa, in accordance with the Plat thereof Recorded in Plat Book 3 at Page 307 of the Records of the Washington County Recorder's Office; Thence Southeasterly, 34.68 feet, along the South Line of said Lot 3g, on a 30.00 foot radius curve, concave Northeasterly, whose 32.78 foot chord bears S68°12'34"E; Thence N78°40'21"E, along said South Line, 16.37 feet; Thence Northeasterly, 17.82 feet, along said South Line on a 20.00 foot radius curve, concave Northwesterly, whose 17.24 foot chord bears N53°08'58"E; Thence Northeasterly, 84.94 feet, along said South Line, and the Southeasterly projection thereof on a 40.00 foot radius curve, concave Southeasterly, whose 71.67 foot chord bears N88°27'41"E; Thence S76°14'00"W, 102.65; Thence Northwesterly, 23.97 feet, along a 20.00 foot radius curve, concave Northeasterly, whose 22.56 foot chord bears N69°25'46"W, to the Point of Beginning. Said Right-of-Way Vacation contains 2,013 square feet, and is subject to easements and restrictions of record.

-and-

A PORTION OF EAST TYLER STREET LYING ADJACENT TO LOT 3h OF SOUTH CIRCLE DRIVE SUBDIVISION TO WASHINGTON, WASHINGTON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Northwest Corner of Lot 3h of South Circle Drive Subdivision, to Washington, Iowa, in accordance with the Plat thereof Recorded in Plat Book 3 at Page 307 of the Records of the Washington County Recorder's Office; Thence Northeasterly, 28.30 feet, along a 18.21 foot radius curve, concave Southeasterly, whose 25.54 foot chord bears N31°42'30"E; Thence N76°14'00"E, 25.83 feet, to a Point on the North Line of said Lot 3h; Thence Southwesterly, 50.90 feet, along said North Line on a 40.00 foot radius curve, concave Northwesterly, whose 47.54 foot chord bears S54°06'04"W, to the Point of Beginning. Said Right-of-Way Vacation contains 577 square feet, and is subject to easements and restrictions of record.”

SECTION 2. That the City Council has determined this property is surplus and wishes to dispose of said property.

SECTION 3. That said property is hereby declared surplus.

SECTION 4. Following proper notice, the City has received only one bid and will dispose of this property by consideration the passage of a Resolution transferring it to the bidder.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 2<sup>nd</sup> day of March, 2021.

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

Attest:

\_\_\_\_\_  
Sally Y. Hart, City Clerk

Approved on First Reading: \_\_\_\_\_

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

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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