



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, April 19, 2022

Call to Order

Pledge of Allegiance

Oath of Office – Ward 1 Councilor Bethany Vittetoe Glinsmann

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 19, 2022 to be approved as proposed or amended.

Consent:

1. Council Minutes April 5, 2022
2. ECICOG, CDBH Rehab Grant Administration, \$2,025.00
3. FOX Strand Associates, Partial Wastewater Treatment Plant Demolition, Pay App. No. 1, \$137,089.75
4. Lynch Dallas, P.C., Police Negotiations, \$629.00
5. Lynch Dallas, P.C., Public Works Negotiations, \$1,776.00
6. UMB, General Obligation Capital Loan Notes Series 2020A, Paying Agent Fee, \$600.00
7. UMB, General Obligation Capital Loan Notes Series 2020B, Paying Agent Fee, \$600.00
8. Columbus Club of Washington, Iowa, 606 West 3rd, Class C Liquor, Outdoor Service Area, Sunday Sales (**renewal**)
9. Department Reports

SPECIAL EVENT REQUESTS

- PAWS and More Car Show – August 21
- Summer Reading Programs - Washington Public Library
- American Legion Post 29 Memorial Day Observance – May 30
- Demon Dash – May 14
- Ridiculously Bubbly, Washington Chamber of Commerce – June 2

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS AND FINANCIAL REPORT

- Claims for April 19, 2022
- Financial Report

NEW BUSINESS

1. Discussion and Consideration of Fourth of July Fireworks Bid
2. **Public Hearing** for NLW Subdivision Phase 2 Final Plat
3. Discussion and Consideration of a Resolution Accepting NLW Subdivision Phase 2 Final Plat (recommended by P&Z)
4. Discussion and Consideration of Resolution Setting a Public Hearing for Development Agreement with A.C.E. Signature Homes, LLC for NLW Subdivision Phase 2 for May 3rd, 2022 at 6 p.m.
5. Discussion and Consideration of an Agreement of a Bond Counsel Engagement Agreement (Rate Reset for Sewer Revenue Capital Loan Notes)
6. Discussion and Consideration of a Resolution Approving and Authorizing Amendment to Loan and Disbursement Agreement By and Between the City of Washington, Iowa and the Iowa Finance Authority, and Authorizing and Providing the Reissuance of the Outstanding Principal Amount of the \$3,000,000 Sewer Revenue Capital Loan Note, Series 2012B
7. Discussion and Consideration of Resolution Approving Permanent Easements for Sanitary Sewer Extension
8. Discussion and Consideration of Applying for the Home Rehabilitation Block Grant Pilot Program
9. Discussion and Consideration of ARPA Funding (Escucha Mi Voz Request)
10. Discussion and Consideration of Concrete Patch Bid
11. Discussion and Consideration of Mower Bid for Parks Department (Budgeted for FY23)
12. Discussion and Consideration of Prairie Partners Cost-Share Program Agreement
13. Discussion and Consideration of Sunset Park Pavilion Roof Replacement
14. Discussion and Consideration of Pay Application No. 4 West Buchanan Street Paving and Reconstruction Project
15. Discussion and Consideration of Third and Final Reading of an Ordinance Repealing Ordinance 1105

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor

Illa Earnest

Steven Gault

Bethany Vittetoe Glinsmann

Elaine Moore

Fran Stigers

Millie Youngquist

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 4-5-2022

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, April 5, 2022, at 6:00 p.m. Mayor Rosien in the chair.

On roll call present: Earnest, Moore, Stigers, and Youngquist. Ward one vacant. Absent: Gault

Motion by Moore, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, April 5, 2022, be approved. Motion carried.

Consent:

1. Council Minutes March 15, 2022
2. Ahlers Cooney Attorneys, Amend No. 2 to the Unified South Central Residential URP, \$453.51
3. Bolton & Menk, Runway 18/36 PAPI and REILs, \$10,900.00
4. Bolton & Menk, 18/36 Runway Lighting, \$34,080.00
5. FOX Strand, Wastewater Treatment Plant IRE Pretreatment Agreement, \$1,91.50
6. FOX Strand, 2020 Sanitary Sewer Extension, \$1,200
7. FOX Strand, Old Wastewater Treatment Plant Demolition, \$6,199.50
8. Garden & Associates, Reconstruction of Adams Street, \$2,533.68
9. Garden & Associates, Buchanan Street Paving Project, \$1,406.00
10. Garden & Associates, NLW Subdivision Phase 2, \$4,570.09
11. Kevin Olson, City Attorney, February and March Fees, \$2,396.22
12. Kirvan Enterprises LLC, ECICOG Housing Rehabilitation Program, \$14,070.00
13. LilyPad EV, ChargePoint:CT4025-GW1 electric vehicle charge station, \$12,384.00
14. Stout Companies, Wellness Park Prairie Seed, \$4,000.00
15. The Tippy Traveler's, Spring Craft Fair in Central Park, License Valid May 5-9, Class C Liquor License, Outdoor Service (**special event**)
16. Wal-Mart Supercenter #1475, 2485 Highway 92, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales (**renewal**)
17. Department Reports
18. Sector, Police In-Car and Body Worn Camera Systems, \$38,943.99 (**added item**)
19. The Wagon Wheel, 521 East 7th Street, Outdoor Service Area Temporary Extension (**amendment**) (**added item**)

Motion by Stigers, seconded by Youngquist, to approve consent items 1-18. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve item 19 pending ABD approval. Motion carried.

Pastor Abe Koehn of Marion Avenue Baptist Church presented two special event requests – Easter activities in Central Park on April 17th and the Youth Conference on May 5th.

Motion by Moore, seconded by Earnest, to approve both Marion Avenue Baptist Church special event requests. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve mayoral appointments of Craig Pettit to the Historic Preservation Commission and Mark Bradley to the Board of Adjustment. Motion carried.

Claims for April 5, 2022 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Stigers, to approve the claims for April 5, 2022. Motion carried.

Presentation from the public: Mike Murphy spoke of a need for restrooms at the Wellness Park and easements along West Buchanan Street, a culvert, and a deed to a road. Julie Gentz spoke of Parkinson's Awareness Month being observed in April. Bill Monroe spoke in favor of a Planning and Zoning Commission recommendation for future residential development agreements to have a clause that allow all builders to have the ability construct homes.

Mayor Rosien announced that now is the time for public hearing on Status of Funded Activities for the City of Washington. Paula Mitchell with ECICOG joined the meeting via Zoom to explain the program. **THE PURPOSE OF THIS HEARING IS TO CONSIDER THE STATUS OF FUNDED ACTIVITIES FOR THE HOUSING REHABILITATION PROGRAM FOR WASHINGTON, IOWA, AS ASSISTED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM (CONTRACT #20-HSG-015)** As required for this hearing, it is noted that:

- a. **For a general description of accomplishments to-date, a CDBG Housing contract in the amount of \$234,994 was awarded to the City of Washington from the Iowa Economic Development Authority with a release of funds issued on December 28, 2020.**
- b. **For a summary of expenditures to-date, through March 2022, a total of \$53,232.00 has been invoiced; \$32,870.00 for construction, and \$20,362 for grant administration and technical services. Construction items included but were not limited to the replacement of roofs, gutters, siding, windows, doors, and steps, as well as lead hazard reduction items.**
- c. **For a general description of remaining work, 2 properties have been rehabilitated to date, 2 properties are under construction, and 2 properties have recently received bids. It is expected that contracts will be signed in the next 30 days for the 2 remaining properties in the bidding process, with a completion date expected for on or about July 15th, 2022.**
- d. **For a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives or beneficiaries, No changes or amendments have been made at this time.**

No written or oral objections were received from the public.

Motion by Youngquist, seconded by Moore, to close the public hearing. Roll call on the motion: Ayes: Earnest, Moore, Stigers, and Youngquist. Nays: none. Absent: Gault. Motion carried.

Motion by Moore, seconded by Youngquist, to approve a Resolution Approving Amendment No. 1 to the IRE Treatment Agreement. Ron Lutavsky of IRE was present to answer questions. Roll call on the motion: Ayes: Earnest, Moore, Stigers, and Youngquist. Nays: none. Absent: Gault. Motion carried. **(Resolution 2022-044)**

Motion by Stigers, seconded by Earnest, to approve a Resolution Accepting the Major Site

Plan for Engineered Building Design Leasing LC as recommended by the Planning and Zoning Commission. Roll call on the motion: Ayes: Earnest, Moore, Stigers, and Youngquist. Nays: none. Absent: Gault. Motion carried. **(Resolution 2022-045)**

Wastewater Treatment Plant Superintendent Jason Whisler presented tractor bids received:

- Morning Sun Farm Implement – Massey Ferguson - \$48,275
- Morning Sun Farm Implement – Kubota - \$61,200
- Sinclair Tractor Washington Iowa – John Deere - \$59,000
- J.J. Nichting Sigourney – Case IH - \$52,000

Motion by Moore, seconded by Youngquist, to approve the purchase of the Morning Sun Farm Implement Massey Ferguson tractor for \$48,275. Motion carried.

Motion by Stigers, seconded by Earnest, to approve the second reading of an Ordinance repealing Ordinance 1105. Roll call on the motion: Ayes: Earnest, Moore, Stigers, and Youngquist. Nays: none. Absent: Gault. Motion carried.

Departmental reports were presented.

Motion by Youngquist, seconded by Stigers, that the Regular Session held at 6:00 p.m., Tuesday, April 5, 2022, is adjourned at 6:29 p.m.

Sally Y. Hart, City Clerk



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY


Invoice

Date	Invoice #
3/31/2022	9642

700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Phone #	Fax #
319-289-0057	319-365-9981

Bill To
CITY OF WASHINGTON PO BOX 516 WASHINGTON IA 52353

Approved by: 

Quantity	Description	Rate	Amount
27	CDBG REHAB GRANT ADMINISTRATION	75.00	2,025.00
Please remit payment within 30 days.		Total	\$2,025.00

Contractor's Application for Payment

Owner: <u>City of Washington</u>	Owner's Project No.: _____
Engineer: <u>FOX Strand</u>	Engineer's Project No.: <u>2045-21A</u>
Contractor: <u>DeLong Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>Partial WWTP Demolition</u>	
Contract: _____	
Application No.: <u>1</u>	Application Date: <u>4/11/2022</u>
Application Period: From <u>3/1/2022</u> to <u>3/31/2022</u>	

1. Original Contract Price	\$ 169,250.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 169,250.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 144,305.00
5. Retainage :	
a. 5% X \$ 144,305.00 Work Completed =	\$ 7,215.25
b. _____ X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 7,215.25
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 137,089.75
7. Less previous payments (Line 6 from prior application)	\$
8. Amount due this application	\$ 137,089.75
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 32,160.25

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor: DeLong Construction, Inc
Signature: [Handwritten Signature] **Date:** 4-12-22

Recommended by Engineer	Approved by Owner
By: <u>[Handwritten Signature]</u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>4-13-2022</u>	Date: _____

Approved by Funding Agency

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

IN ACCOUNT WITH
 LYNCH DALLAS, P.C.
 ATTORNEYS AT LAW
 526 SECOND AVE SE
 PO BOX 2457
 CEDAR RAPIDS, IA 52406-2457
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
 FEDERAL ID 42-1378496

City of Washington

Page: 1
 April 13, 2022
 Account No: 230648-00100C
 Statement No: 196187

Police Negotiations

Professional Services

		Hours	
03/07/2022	WHS Continue preparation for initial proposal exchanges this week and collective bargaining on behalf of the city and emails to and from client and also Teamsters (.5).	0.50	
03/08/2022	WHS Review initial proposal from the Teamsters and language changes proposed by the union (.4).	0.40	
03/10/2022	WHS Review email from the chief regarding proposed changes to the collective bargaining agreement and emails to and from the union and client (.2).	0.20	
03/11/2022	WHS Review email and proposed changes from the chief and incorporate into counterproposal to the Teamsters and revise and edit accordingly email to client for review and consideration (1.1).	1.10	
03/16/2022	WHS Emails to and from the union and client regarding latest final counteroffer from the city and review last draft of collective bargaining agreement and possible changes to FY 23 contract (.4).	0.40	
03/30/2022	WHS Email to and from city administrator and also union regarding status of police contract (.1).	0.10	
03/31/2022	WHS Review emails and latest draft of counterproposal sent to union and language change and also email exchange with client regarding status (.6).	0.60	
04/07/2022	WHS Email to and from City Administrator regarding police contract and status (.1).	0.10	
	Current Services Rendered	3.40	629.00

Recapitulation

<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
WILFORD H STONE	3.40	\$185.00	\$629.00

City of Washington

Police Negotiations

Page: 2

April 13, 2022

Account No: 230648-00100C

Statement No: 196187

	Total Current Services and Expenses	629.00
	Previous Balance	\$259.00
	Payments	
03/22/2022	Payment on Account - Thank You	-259.00
	Balance Due	<u>\$629.00</u>

**PLEASE MAKE CHECKS PAYABLE TO:
LYNCH DALLAS, PC.**

PAYMENTS RECEIVED AFTER STATEMENT DATE
WILL APPEAR ON YOUR NEXT MONTH'S BILL.
PLEASE INCLUDE ACCOUNT NUMBER ON YOUR
CHECK OR RETURN A COPY OF YOUR BILL.

IN ACCOUNT WITH
 LYNCH DALLAS, P.C.
 ATTORNEYS AT LAW
 526 SECOND AVE SE
 PO BOX 2457
 CEDAR RAPIDS, IA 52406-2457
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
 FEDERAL ID 42-1378496

City of Washington

Page: 1
 April 13, 2022
 Account No: 230648-00200C
 Statement No: 196188

Public Works Negotiations

Professional Services

Hours

03/06/2022	WHS Attention to negotiations next week and review consumer price index information and collective bargaining agreement and prepare to negotiate next week (.3).	0.30
03/08/2022	WHS Continue to prepare for meeting tomorrow with client and services at collective bargaining emails to and from union representative regarding initial proposals (.8).	0.80
03/09/2022	WHS To Washington and meet with Mayor and city leadership team and prepare for collective bargaining (2.5). Services at collective bargaining with Teamsters and reached tentative agreement (2.3).	4.80
03/10/2022	WHS Revise and edit draft newly negotiated collective bargaining agreement for approval by Teamsters and City (.6).	0.60
03/11/2022	WHS Revise and edit draft collective bargaining agreement to incorporate changes negotiated this year on wages and accumulation of comp time (.8).	0.80
03/14/2022	WHS Revise and edit public works contract to send to client and review and compare to prior collective bargaining agreement (1.1).	1.10
03/15/2022	WHS Final review of draft Public Works contract and forward to client for review and completion of wage scale (.4).	0.40
03/24/2022	WHS Email to and from City Administrator regarding employment issue and union contract regarding discipline and predetermination hearing issues (.2).	0.20
03/25/2022	WHS Follow-up email to client after reviewing collective bargaining agreement about possible next steps in employment issues (.2).	0.20
03/30/2022	WHS Email to and from Union and City Administrator regarding final review and approval of the Public Works contract and also status of employment issue with City (.2).	0.20
04/01/2022	WHS Emails to and from City and union regarding status of ratification and possible next steps and Council approval (.2).	0.20

Public Works Negotiations

	<u>Hours</u>	
Current Services Rendered	9.60	1,776.00

		<u>Recapitulation</u>		
<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	
WILFORD H STONE	9.60	\$185.00	\$1,776.00	

Total Current Services and Expenses 1,776.00

Previous Balance \$148.00

Payments

03/22/2022 Payment on Account - Thank You -148.00

Balance Due \$1,776.00

**PLEASE MAKE CHECKS PAYABLE TO:
LYNCH DALLAS, PC.**

PAYMENTS RECEIVED AFTER STATEMENT DATE
WILL APPEAR ON YOUR NEXT MONTH'S BILL.
PLEASE INCLUDE ACCOUNT NUMBER ON YOUR
CHECK OR RETURN A COPY OF YOUR BILL.



UMB Bank, N.A.
 P O Box 414589
 Kansas City, MO 64141-4589

Invoice 916944

Invoice Date: April 7, 2022
 Account Number: I264
 Administrator: Diana Van Vleet
 Phone Number: (515) 368-6063
 Email: Diana.VanVleet@umb.com

City of Washington
 Attn: City Clerk
 215 E Washington Street
 PO Box 516
 Washington, IA 52353

Billing Period: April 1, 2021 through March 31, 2022

Prior Balance:	\$600.00
Payments Received as of April 7, 2022	\$600.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

Current Billing Period:

Current Period Fees	\$600.00
Total Fees Due	\$600.00

Remittance Stub
 Billing Period 04/01/2021 - 03/31/2022

Account Number: I264
 Invoice Number: 916944
 Remit Balance \$600.00

Payment Due Upon Receipt

City of Washington
 Attn: City Clerk
 215 E Washington Street
 PO Box 516
 Washington, IA 52353

Check Enclosed \$ _____

Mail Payments To:
 UMB Bank, N.A.
 Attn: Trust Fees Department
 P O Box 414589
 Kansas City, MO 64141-4589

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri
 ABA No. 101 000 695
 SWIFT BIC/Code UMKCUS44
 BNF Account 98 0000 6823
 BNF Name Trust
 Reference 916944
 Attention Fee Processing



UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 916944

Account Detail
Washington GO CLN Srs 2020A

Account Number: I264

Administrative Fees

Paying Agent Fee	\$600.00
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Administrative Fees Total	\$600.00
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Account Total	\$600.00
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UMB Bank, N.A.
 P O Box 414589
 Kansas City, MO 64141-4589

Invoice 916945

Invoice Date: April 7, 2022
 Account Number: 1265
 Administrator: Diana Van Vleet
 Phone Number: (515) 368-6063
 Email: Diana.VanVleet@umb.com

City of Washington
 Attn: City Clerk
 215 E Washington Street
 Washington, IA 52353

Billing Period: April 1, 2021 through March 31, 2022

Prior Balance:	\$600.00
Payments Received as of April 7, 2022	\$600.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

Current Billing Period:	
Current Period Fees	\$600.00
Total Fees Due	\$600.00

Remittance Stub
 Billing Period 04/01/2021 - 03/31/2022

Account Number: 1265
 Invoice Number: 916945
 Remit Balance \$600.00

Payment Due Upon Receipt

City of Washington
 Attn: City Clerk
 215 E Washington Street
 Washington, IA 52353

Check Enclosed \$ _____

Mail Payments To:
 UMB Bank, N.A.
 Attn: Trust Fees Department
 P O Box 414589
 Kansas City, MO 64141-4589

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri
 ABA No. 101 000 695
 SWIFT BIC/Code UMKCUS44
 BNF Account 98 0000 6823
 BNF Name Trust
 Reference 916945
 Attention Fee Processing



UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 916945

Account Detail
Washington Txble GO CLN Srs 2020B

Account Number: I265

Administrative Fees

Paying Agent Fee	\$600.00
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Administrative Fees Total	\$600.00
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Account Total	\$600.00
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THE CITY OF WASHINGTON

"Cleanest City in Iowa"



Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Sally Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **Columbus Club of Washington, Iowa**

Business Address: **606 West Third**

App #: **App-152221**

Type of License: New: Renewal: **X** Special Event:

Beer/Wine Permit:
Liquor License: **Class C Liquor**
Cigarette License:
Dance Permit:
Sunday Sales: **X**
Living Quarters:
Outdoor Service Area: **X**
Catering Privilege:

Date of Council Meeting: **April 19, 2022**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off . Date 4-2-2022

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ Date _____

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Sally Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **Columbus Club of Washington, Iowa**

Business Address: **606 West Third**

App #: **App-152221**

Type of License: New: Renewal: **X** Special Event:

Beer/Wine Permit:
Liquor License: **Class C Liquor**
Cigarette License:
Dance Permit:
Sunday Sales: **X**
Living Quarters:
Outdoor Service Area: **X**
Catering Privilege:

Date of Council Meeting: **April 19, 2022**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off _____ . Date _____

Fire: fire inspection done: Yes No:

Fire Chief sign off  . Date **4/3/22**

*Done
ON 3/19/22*



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
COLUMBUS CLUB OF WASHINGTON, IOWA	COLUMBUS CLUB OF WASHINGTON, IOWA	(319) 653-5000	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
606 WEST THIRD	Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP
606 WEST THIRD	Washington	Iowa	52353

Contact Person

NAME	PHONE	EMAIL
DAVE SCHANTZ	(319) 750-2451	schantzdave@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0035929	Class C Liquor License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Mar 5, 2022	Mar 4, 2023		

SUB-PERMITS
Class C Liquor License



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
DAVE SCHANTZ	WASHINGTON	Iowa	52353	PRESIDENT	0.00	Yes
DANIEL CONRAD	WASHINGTON	Iowa	52353	BOARD MEMBER	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

Mar 5, 2022

POLICY EXPIRATION DATE

Mar 5, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

City Administrator Report
April 19, 2022

- Warranty walk through of this building Thursday
- Precon meeting regarding East Adams was Friday
- Met with the Fair Board Wednesday night regarding fireworks. It was approved. They thanked us for asking them to use the ground.
- Nuisance meeting Thursday
- One on one with a council member last Friday and another this week
- Meeting again regarding the homeless situation in Washington this week
- Healthy Hometown meeting this week
- Housing Initiative meeting this week
- WEDG board meeting was Friday.
- Hotel/Motel meeting next week
- Nuisance meeting next week
- ECICOG meeting next week
- Will begin holding monthly meetings with department heads
- Had a meeting with Mike Murphy and his mother concerning the west Buchanan Street project
- Attended the Iowa Rural Summit last week with Kelsey and Jaron. Some good take aways.

Elm Grove & Woodlawn Cemeteries

Council Report for March 2022

In March, I plowed snow at the Airport once. I moved snow for 2 funerals at Elm Grove and plowed the roads in the cemetery 3 times. I plowed Buchanan Street and South Ave E and around the WWTP a couple of times. I had 6 family requests for information this month. I had 2 meetings with Deanna. I have also been working on some equipment repairs and maintenance. I had one seasonal employee start towards the end of March. We finished spring cleanup, and have about 30 bags of decorations and trash to throw away. I marked out 8 foundations for installation. We removed one dead tree from Elm Grove. I have been having a conversation with a neighbor of Woodlawn about the possibility of fence replacement. I also did several monument repairs.

We have had 4 funerals at Elm Grove this month, for a total of 17 interments so far this year. In April, we plan to continue with funeral services, updating cemetery records, start mowing and trimming, get the winter graves settled and ready to seed, and general spring cleanup. We will have one more seasonal employee starting in April. Thank you.

Respectfully submitted,

Nicholas Duvall

Washington Fire Department
215 East Washington Street
Washington, Iowa 52353
(319) 653-2239 Phone
(319) 653-5273 Fax
www.washingtoniowa.gov



Brendan DeLong- Fire Chief
Bill Hartsock- 1st Asst Fire Chief
Jim Williams- 2nd Asst Fire Chief
Carrie Ornduff- Asst Chief of EMS

March 2022 Activity Report

Total report of calls- 79

Fires- 0
False alarms- 1
Weather related- 0
Mutual aid assists- 4
Hazardous Incidents- 0
Grass fires- 6
Investigate/good intent- 1
Rescue/accidents- 4
Medical- 63

EMS Continues to be busy with 63 calls for service in March. Washington Fire has been busy responding to grass fires. A lot of mutual aid to other departments for these. We had one report of a shed fire in Kalona Fire's district. We responded to assist & the fire was extinguished. A reminder to make sure your controlled burn is reported to our 24-hour dispatch center. We continue to get response to every call.

Our monthly training was held on March 23rd. We toured Bazooka Farmstar and their new addition. We had everyone there for this training.

I attended numerous department head meetings, county fire meeting on March 22, & County EMS association meeting on March 29. I also attended a meeting with the CP railway hazmat officer. This was a good meeting that discussed their hazardous materials, and response to any incidents they have. There is also ample amount of training that can be utilized in the upcoming months to prepare for the merger.

Full time staff continues to be busy responding to EMS & fire calls, fire inspections, and normal duties around the fire station.

Our March monthly fire meeting minutes are attached.

A handwritten signature in black ink, appearing to read "B. DeLong".

Brendan DeLong
Fire Chief
Washington Fire Department

Washington Volunteer Fire Department

Meeting Minutes

March 9, 2022

Call to order at 7:00 pm

January Fire/EMS Calls:

7 City Fires	\$ 600
3 Rural Fires	\$ 410
62 EMS Calls	\$ 730
Drills	\$ <u>0</u>
Total	\$1,740

Meeting opened with Chief DeLong in charge. Minutes were read from last meeting; Charles motioned to approve; seconded by Tom B; motion approved. Treasurer report was read; Joey motioned to approve; seconded by Tom B; motion approved.

Motion to pay bills by Joey; second by Tom B; motion passed.

Communications: Thank you's read from Margaret Marie and Bill & Jeanette Wagner family and Jaron Rosien said thanks for the having the wife appreciation dinner at JP's.

Committees: **Social:** Meat, cheese, and chips and cookies

Pancake: Grill is on ordered

Dance/Gun Raffle: Raffle at May meeting with 5 guns and hunting blind to be raffled, stop down by station to get tickets in a few days, and tickets will be \$20 a piece or 6 for \$100.

Golf: July 30, 2022 golf tournament will be held at Washington golf course

Rescue Discussion

Old Business: Still looking for applications

New Business: County meeting this month in Kalona; Kewash Marathon will be April 16 and help will be needed for traffic control; Kidzfest will be May 13th and help will be needed; Riverside Fire will be having training on April 2 let Brendan know if attending; EMR online class see Brendan; Emergency Management is having training classes see bulletin board; Weather spotting March 24 at library at 6:00 pm; Training this month March 23 will be a tour of the Bazooka; March 26 MOBAT trailer in Brighton for training; Truck 4 is repaired and back in service; 4 gas monitors were discussed, motion to buy an Alliant type 4 gas monitor and smaller 4 gas monitor by Tom Wide, seconded by Tom B, motion passed; New saws are on the truck with some still to arrive; Ammo plant is still waiting to open; New truck set for May production; Pictures before April meeting at 6:30; Ron Armstrong 80th birthday/retirement party March 20 2-4 pm at Dallmeyer Hall. HAZMAT refresher classes available in Washington on April 24, May 1, May 8, and May 15 during FF1 classes – need to attend for 4 hours or longer if needed.

Discussion of Calls: Good work with car in cottage and mutual aid with Wellman house fire

Roll taken; Motion to adjourn by Josh; seconded by Charles; motion passed at 8:00 p.m.

Minutes completed by:

Philip Morris - secretary

MAINTENANCE & CONSTRUCTION DEPT. REPORT

3-19-22/4-1-22

STREETS: Personnel had the street sweeper in operation. Personnel cold mixed potholes in numerous locations. Personnel created the annual seal coat list for 2022, by dissecting those streets in terms of need.

WATER DISTRIBUTION: Personnel repaired a water service located in the NW corner of North Marion Ave-West 18th St. Personnel had 11 water services for nonpayment to shut off. Took samples for testing on the new 12 inch water main off of West Buchanan (west half), these tests passed the bacteria at the Hygienic Lab. Personnel repaired a water service located at 1024 East Washington St. Began water service at Marshall's Furniture.

SEWER COLLECTION: Personnel began an 8 inch sewer installation on South 12th Ave, 4 ft manhole to begin with and 40 ft of pipe thus far. Personnel jetted and flushed numerous trouble spots in the sewer collection system.

STORM SEWER COLLECTION: Personnel repaired an 8 inch storm tile in the Wellness Park. Personnel unplugged intakes with all the passed rainfall.

MECHANIC/SHOP: Personnel serviced #119 (rewired & chem switch installed), 544H John Deere endloader (hydraulic), New Holland tractor and treated fuel tanks.

OTHER: Personnel began yard waste pickup. Personnel responded to 45 One Call Locates. Personnel hauled numerous loads of spoil away from the shop. Personnel hauled numerous loads of 1 inch road stone back to the stockpile.

*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.



Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

Activity Report March 2022

Rhonda Hill
Administrative Assistant

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

Jason Chalupa
Sergeant

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

Aaron Kephart
Police Officer

Tanner Lavelly
Police Officer

Christopher Raymer
Police Officer

Ethan Hansen
Police Officer

March was an active month with officers responding to 503 calls for service.

We responded to 25 animal complaints in March including an animal welfare check that resulted in the rescue of an emaciated dog that was restrained in a residence and the discovery of a deceased dog in another room of the residence. The investigation of this incident resulted in an arrest and filing of animal neglect charges on the owner of the dogs. The owner has subsequently relinquished ownership and PAWS and More has successfully placed the rescued dog for adoption. PAWS and More has also been assisting with a feral cat issue.

The GETAC in-car and body-worn camera systems were installed, and officers have received their training and the devices are in use.

Sergeants Chalupa and Altenhofen completed a Northwestern University Center for Public Safety 80-hour Supervision of Police Personnel hosted at the Washington County Sheriff's Office.

Officer E. Kephart and K-9 Dex presented information and gave a demonstration to residents and staff at the UP Home.

Chief Lester assisted with domestic abuse training at the Iowa Law Enforcement Academy and met with the new parking and street regulations committee.

Respectfully submitted,



Jim Lester
Chief of Police

Washington Police Department

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

2022 Activity & Offense Report For the Month of: March

ACTIVITY	Previous Month	Current Month	Year – to – Date
Calls For Service	383	503	1261
Animal Calls	21	25	71
Citations / Warnings	14	36	140
Parking Tickets	2	3	43
Golf Cart/UTV Registrations	11	0	19
Vehicle Unlocks	27	32	85
Arrest Warrants Served	12	16	41
Search Warrants Served	6	4	32
Mental Health Crisis	11	21	40
Traffic Stops	52	44	143
Traffic Accidents	17	19	52
Arrests	34	48	98
Reportable Offenses	49	56	149
Assault	6	3	18
Burglary	1	2	4
Burglary to Motor Vehicle	5	0	6
Domestic Assault	0	3	3
No Contact Order Violation	0	6	9
Criminal Mischief/Vandalism	3	8	15
Drunkenness (Intoxication)	0	4	4
Driving Intoxicated (OWI)	2	1	3
Drug Offense	9	4	15
Drug Paraphernalia	5	1	7
Harassment/Intimidation	2	2	5
Sex Offense	0	0	1
Theft (Includes Shoplifting)	7	5	18
Trespass	1	1	2
Weapons Violation	0	0	1

This chart indicates a summary of the activity and offenses the Washington Police Department responded to during the reporting period. Some activity/offense types have been combined to simplify reporting. It should be noted an offense does not always result in an arrest. Calls for service do not always include return phone calls, assistance to other agencies and instances where officers are approached while on patrol for minor issues or requests for assistance.

**WWTP report
March 15th, 2022
Council meeting**

- **After hour alarm and dog call outs –**
4-4-2022 Dog call to the Country Club @ 5:00 p.m. Dylan
4-10-2022 Alarm at WWTP, wash press not in auto, at 2:00 p.m. Jason
- **Dept Head meetings** –I attended the meetings on April 11th, 26th
- **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.
- **Old WWTP Demo-**Is almost complete, just seeding and the fence needs completed.
- **Fence-**We have been clearing brush and mending the fence in places.
- **WWTP SCADA Computer-** The new computer is in place and in service.
- **WWTP March 2022, Discharge Monitoring Report (DMR) –** Average daily flow **1.611 million gallons (mg)**, maximum daily flow **3.071 mg**, minimum daily flow **0.949 mg**. There were **zero (0)** violations of the WWTP’s NPDES discharge permit. Total precipitation for March = **>2.58”** (recorded at the WWTP).

CBOD5 removal 85% required	result = 99.4 %
Influent CBOD5 monthly total =	625.2 mg/L
Effluent CBOD5 monthly total =	3.43 mg/L
TSS removal 85% required	result = 99.4 %
Influent TSS monthly total =	1070.7 mg/L
Effluent TSS monthly total =	6 mg/L

The Plant is Required 85% removal of both CBOD aTSS.

**Jason Whisler
4/14/2022 11:00 A.M.**



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. APPLICANT INFORMATION

Name/Event: Paws and More Annual Car Show

Coordinator: Cara Sorrells, John Bain, Craig Rembold

Contact Number: (319) 461-3406, (563) 505-6965, (319) 461-0745

Email Address: csorrells@wps.co.washington, bainjohn@gmail.com,

craigrembold@outlook.com

2. EVENT INFORMATION

Event Description: Car Show for annual fundraiser for
Paws and More Animal Shelter

Days/Dates of Event: Sunday August 21, 2022

Time(s) of Event: (Include Set Up/Tear Down Time) 6:30AM - 3:30PM

Event Location: Central Park Town Square

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: Requesting closure of Washington Street both lanes next to the
square. Requesting closure of W. Main on the square side and center parking,
requesting closure of Marion Ave. center square side parking and requesting

Method of Notification for businesses/downtown residents (if applicable): Closure of Iowa Ave. parking
in center and square parking places.

We will remind businesses the Friday before Sunday show as
well as residents.

Other Requests

Temporarily park in a "No Parking" area

Use of gators/UTV/ATV on City streets

Use of City Park (specify park: Central Park
Electrical Needs: Will like to use power at the bandshell.

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

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

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

Fireworks (specify location :)

Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

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: Craig Rembold

Phone: (319) 461-0745

7. INSURANCE

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

Certificate of Insurance provided and accepted Certificate of Insurance not required

8. AGREEMENT

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

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

Cora L. Scullis

3/14/22

Applicant/Sponsor Signature

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>03/14/22</u>	City Clerk (Liquor Licenses)	Sally Y. Hart 319-653-6584 ext 131	sallyhart@washingtونيowa.gov
	Comments/Restrictions:		
<u>03/14/22</u>	Police Chief	Jim Lester 319-458-0264	jlester@washingtونيowa.gov
	Comments/Restrictions:		
<u>03/14/22</u>	Fire Chief	Brendan DeLong 319-461-3796	bdelong@washingtونيowa.gov
	Comments/Restrictions:		
<u>03/14/22</u>	Streets	JJ Bell 319-653-1538	jjbell@washingtونيowa.gov
	Comments/Restrictions:		
<u>03/14/22</u>	Parks	Nick Pacha 319-321-4886	npacha@washingtونيowa.gov
	Comments/Restrictions:		
<u>03/14/22</u>	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us		
	Comments/Restrictions:		

CITY COUNCIL APPROVAL

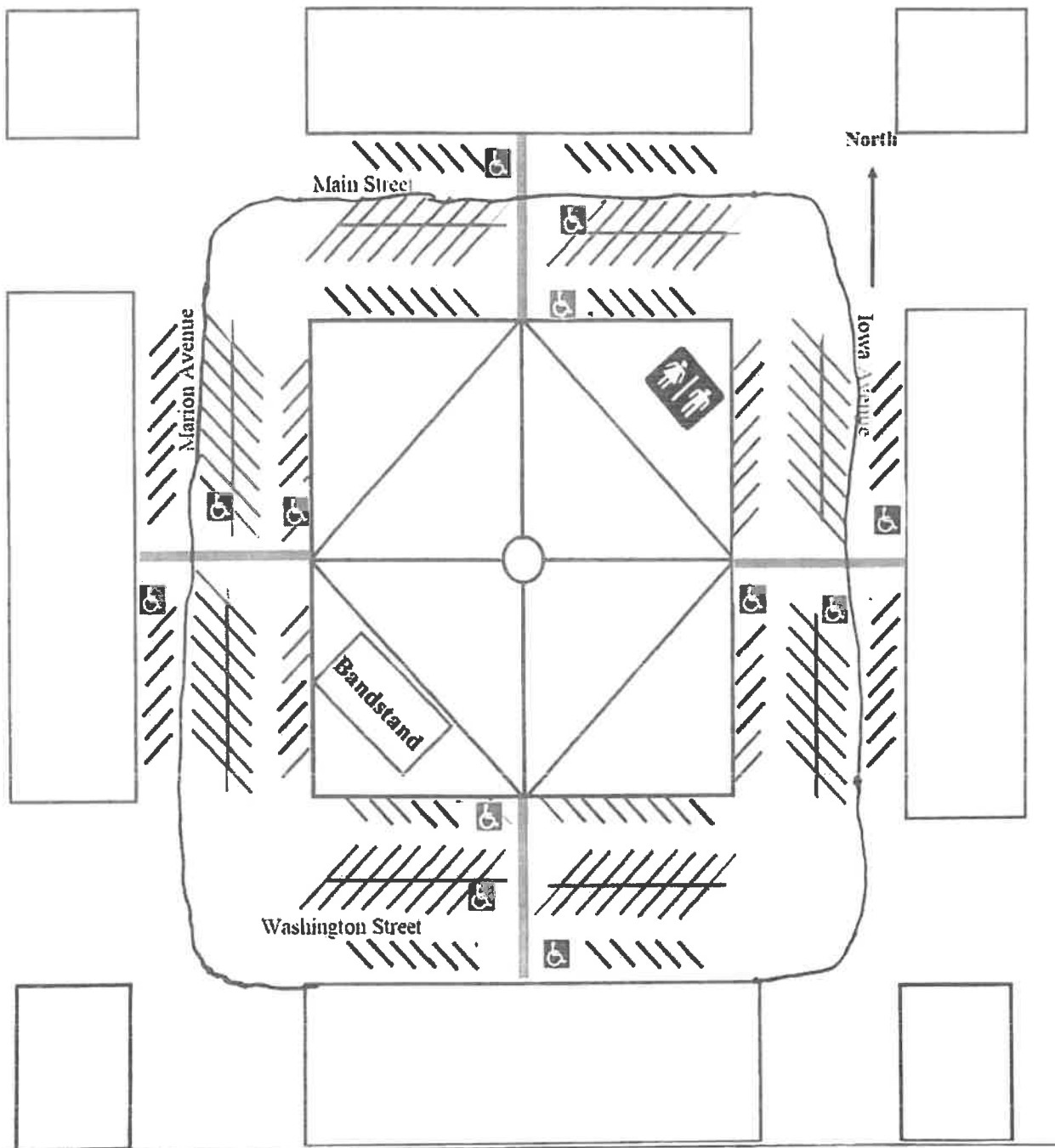
Approved: _____ Denied: _____

City Clerk Signature

Date of Action

CONDITIONS IMPOSED: _____

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





SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Sally Hart, 319-653-6584 ext 131; sallyhart@washingtونيowa.gov

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

1. APPLICANT INFORMATION

Name/Event: Summer Reading

Coordinator: Jenisa Harris

Contact Number: 319-653-2726

Email Address: jenisa.harris@washingtونيowa.lib.ia.us

2. EVENT INFORMATION

Event Description: The library will be offering free family prog. as part of Summer Reading. Juggler Jason Kollum Tues, Ju 14 @ 10. Forziba Drums Tues. June 28 @ 10:30.

Days/Dates of Event: Tues June 14th @ 10:00 + Tues. June 28 @ 10

Time(s) of Event: (Include Set Up/Tear Down Time) _____

Event Location: Stage @ the Square

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: _____

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

Other Requests

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

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

- Street barricades
- 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

8. AGREEMENT

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 _____ 3/2/2022 _____
 Applicant/Sponsor Signature Date

DEPARTMENT APPROVALS

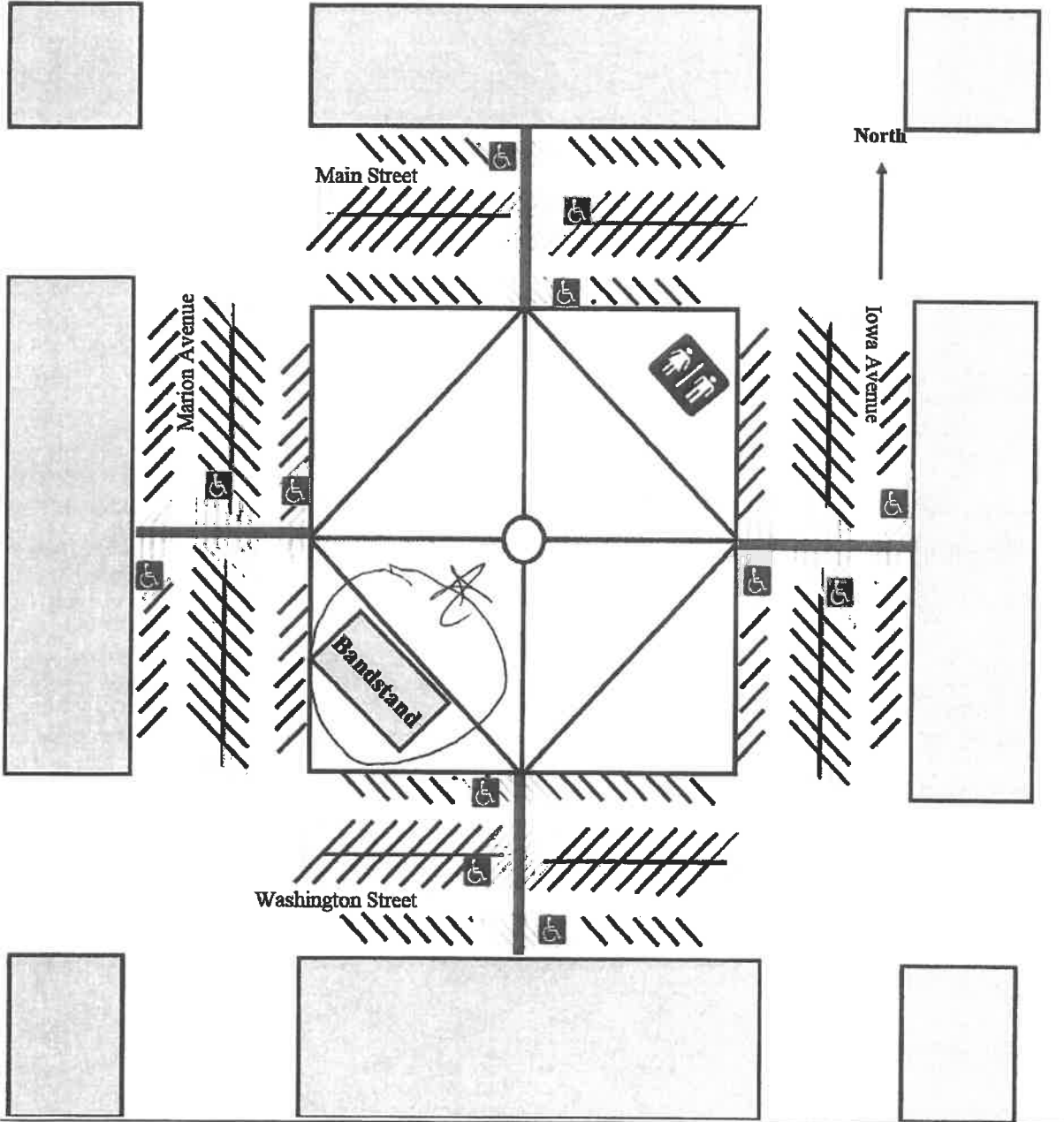
<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
<u>3/2/22</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/2/22</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
_____	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/2/22</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
<u>3/2/22</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:			
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions:			

CITY COUNCIL APPROVAL

_____ _____ Approved: _____ Denied: _____
 City Clerk Signature Date of Action

CONDITIONS IMPOSED: _____

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





SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. **APPLICANT INFORMATION**

Name/Event: Memorial Day Observance

Coordinator: Michael D. York (American Legion Post 29)

Contact Number: 319-653-5393 or 319-461-1846

Email Address: mdyork48@yahoo.com

2. **EVENT INFORMATION**

Event Description: Memorial Day service open to the public

Days/Dates of Event: Monday, May 30, 2022

Time(s) of Event: (Include Set Up/Tear Down Time) 9:00 a.m. to 12:00 Noon

Event Location: Central Park

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

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

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

No Temporarily close a street for a special event (specify street, times, and indicate on map:)

Description: _____

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

Other Requests

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

Use of City Park (specify park : **Central Park**
Electrical Needs: _____

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

Fireworks (specify location :)

Use of gators/UTV/ATV on City streets

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

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

Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF WASHINGTON**

Street barricades

Emergency "No Parking" Signs

Traffic cones

Picnic Tables

Yield signs for crosswalks

Garbage/Recycling Barrels

Street Sweeping following (parades)

Other (please specify :)

We would like to use some of the chairs that
are stored in the bandstand

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: Michael D. York

Phone: 319-653-5393

7. **INSURANCE**

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Michael D. York

Applicant/Sponsor Signature

4/11/2022

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>4/07/2022</u>	City Clerk (Liquor Licenses)	Sally Hart	319-653-6584 ext 131 sallyhart@washingtioniowa.gov
	Comments/Restrictions:		
<u>4/09/2021</u>	Police Chief	Jim Lester	319-458-0264 jlester@washingtioniowa.gov
	Comments/Restrictions:		
<u>4/11/2022</u>	Fire Chief	Brendan DeLong	319-863-3332 firedept@washingtioniowa.gov
	Comments/Restrictions:		
<u>4/07/2022</u>	Streets	JJ Bell	319-653-1538 jjbell@washingtioniowa.gov
	Comments/Restrictions:		
<u>4/08/2022</u>	Parks	Nick Pacha	319-321-4886 npacha@washingtioniowa.gov
	Comments/Restrictions:		
<u>N/A</u>	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us		
	Comments/Restrictions:		

CITY COUNCIL APPROVAL

City Clerk Signature

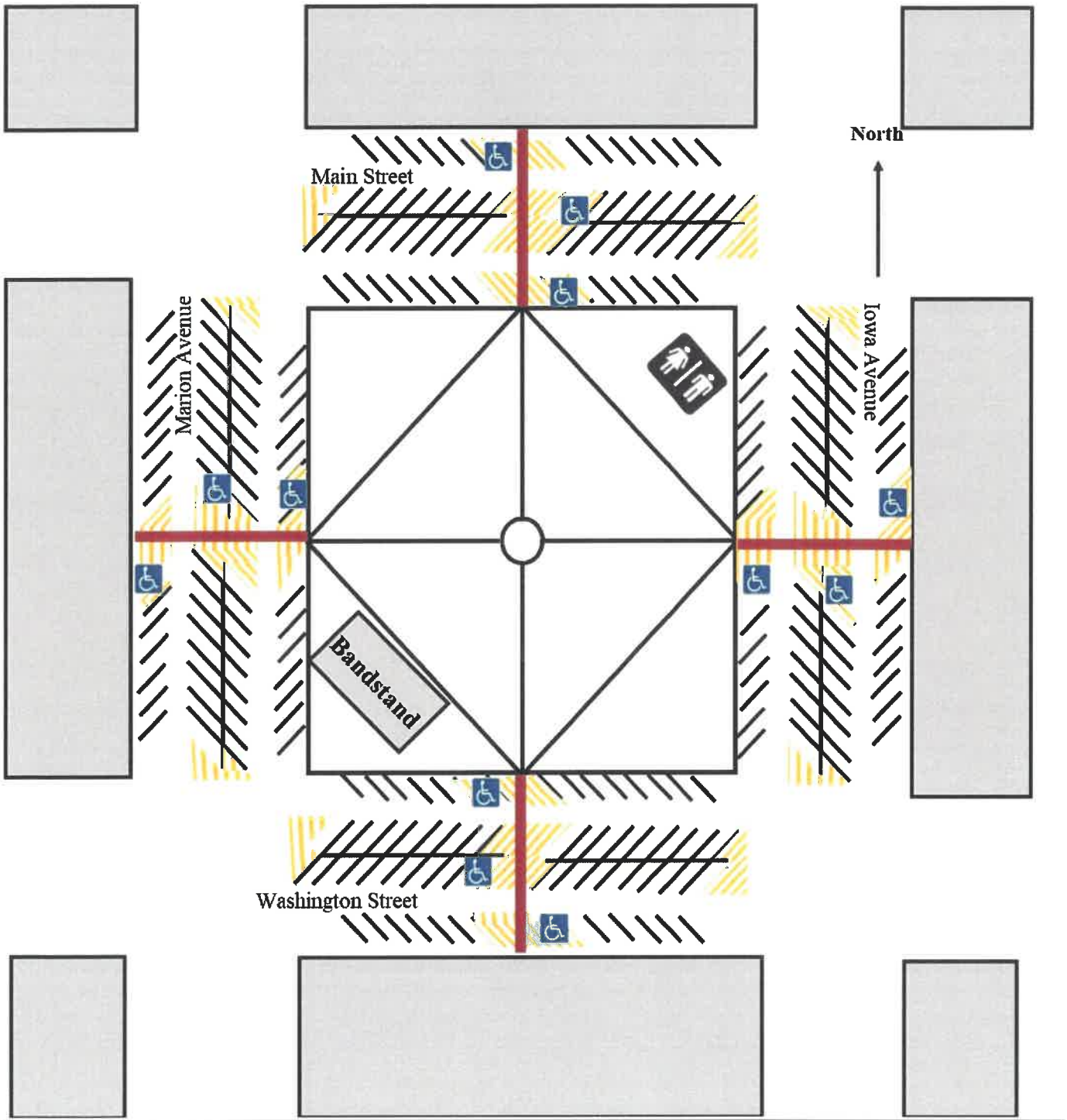
Date of Action

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Kennedy Insurance Agency Inc 213 S Iowa Ave Washington IA 52353	CONTACT NAME: Nicole Peterson
	PHONE (A/C, No, Ext): 319 653 3883 FAX (A/C, No): E-MAIL ADDRESS: kennedyins@outlook.com
INSURED LEON BEATTY POST 29 AMERICAN LEGION 519 W WASHINGTON BLVD WASHINGTON, IA 52353	INSURER(S) AFFORDING COVERAGE
	INSURER A : GRINNELL MUTUAL REINSURANCE COMPANY
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			0000748697	9/7/2021	9/7/2022	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Washington, Iowa	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. APPLICANT INFORMATION

Name/Event: Demon Dash 5K Run/Walk or 1 mile Obstacle Run

Coordinator: Teri Hartzler

Contact Number: 653-2140

Email Address: thartzler@washingtomy.org

2. EVENT INFORMATION

Event Description: 5K Run/Walk or 1 mile Obstacle course
Fundraiser for WCSO Physical Education programs
and YMCA youth programs.

Days/Dates of Event: Saturday May 14th 9AM

Time(s) of Event: (Include Set Up/Tear Down Time) 7AM - 11AM

Event Location: Start/finish @ WHS

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: _____

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

Union paper, KCIT, YMCA + WCSO websites
and social media.

Other Requests

- Temporarily park in a "No Parking" area location: _____ Use of gators/UTV/ATV on City streets
- Use of City Park (specify park: _____ Parade (attach map of route and indicate streets to be closed)
- Electrical Needs: _____
- 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

8. AGREEMENT

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

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

Teri Hart

4-12-22

Applicant/Sponsor Signature

Date

DEPARTMENT APPROVALS

Indicate Date Contacted

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

4-11-22

City Clerk Sally Y. Hart 319-653-6584 sallyhart@washingtioniowa.gov
(Liquor Licenses) ext 131
Comments/Restrictions:

4-11-22

Police Chief Jim Lester 319-458-0264 jlester@washingtioniowa.gov
Comments/Restrictions:

4-11-22

Fire Chief Brendan DeLong 319-461-3796 bdelong@washingtioniowa.gov
Comments/Restrictions:

4-12-22

Streets JJ Bell 319-653-1538 jjbell@washingtioniowa.gov
Comments/Restrictions:

Parks Nick Pacha 319-321-4886 npacha@washingtioniowa.gov
Comments/Restrictions:

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

CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Maryjo Rich	
Horak Insurance		PHONE (A/C No, Ext): (319) 653-2116	FAX (A/C, No): (888) 361-7576
115 E. Washington Street		E-MAIL ADDRESS: maryjo@horakinsurance.com	
Washington IA 52353		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend Mutual Insurance	NAIC # 15350
INSURED		INSURER B: NSI	
Young Men's Christian Association of Washington, lo PO Box 887		INSURER C:	
Washington IA 52353		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2233109555 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	0623357	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Additional Insured \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0623357	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			0623357	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea occurrence) \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0623358	04/01/2022	04/01/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Business Personal Property at 520 W. 5th location			0644036	04/01/2022	04/01/2023	Leased Equipment 250,000

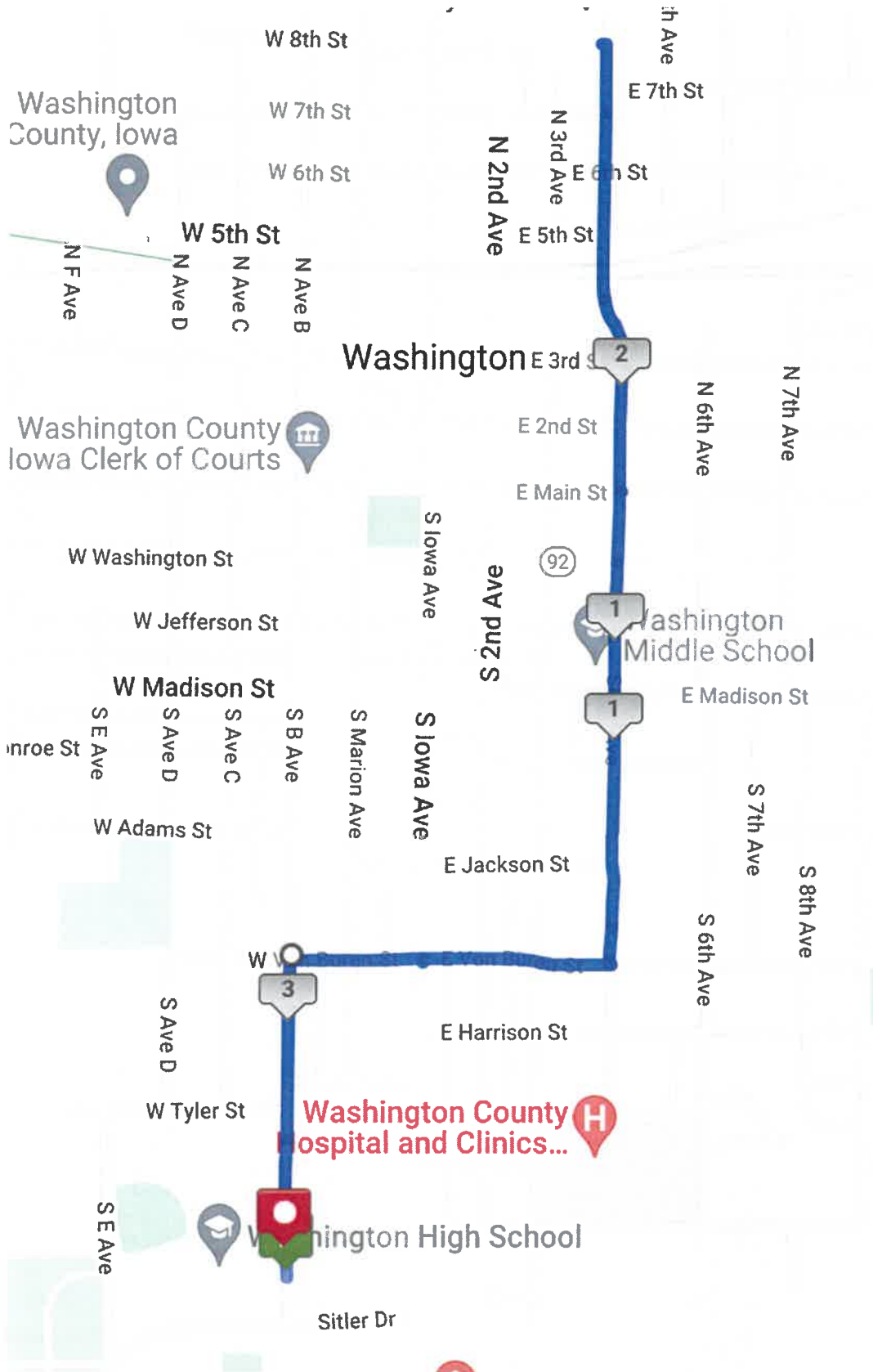
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEXUAL ABUSE/MOLESTATION COVERAGE INCLUDED WITH A PER OCCURRENCE LIMIT OF \$1,000,000. MEDICAL PAYMENTS FOR ATHLETIC PARTICIPANTS COVERAGE FOR \$2500 INCLUDED. LIABILITY COVERS FOLLOWING LOCATIONS: 121 E Main St, Washington, IA, 2225 250th St, Washington, IA, 525 13th St, Wellman, IA, 821 N 4th Ave, Washington, IA, 1000 W Main St, Washington, IA, 110 S Iowa Ave, Washington, IA, 511 C Ave, Kalona, IA, 625 W 18th St, Soccer Fields, Washington, IA, 519 N Avenue D, Washington, IA, 1120 E. Ave., Kalona, IA, 220 Schnoebelen St, Riverside, IA, 1203 NE Ave., Washington, IA, 520 W. 5th St., Washington, IA. BLANKET ADDITIONAL INSURED ENDORSEMENT INCLUDED UNDER WB1890.

CERTIFICATE HOLDER	CANCELLATION
Washington County Engineers Office 210 W. Main St., Ste 2 Washington IA 52353	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

DEMON DASH 5k RUN/WALK

2022





SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. APPLICANT INFORMATION

Name/Event: Ridiculously Bubbly

Coordinator: Alisha Davis

Contact Number: 319-750-1546

Email Address: alisha@washingtioniowa.org

2. EVENT INFORMATION

Event Description: Kick off to the 75th Ridiculous Day Celebration with Bubbly.
Walk to businesses around the square and sample bubbly refreshments
shop & stroll!

Days/Dates of Event: Thursday, June 2

Time(s) of Event: (Include Set Up/Tear Down Time) 4-7 p.m.

Event Location: Central Park

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

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: _____

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

Alisha will walk around to talk with businesses/letter to residents.

Other Requests

_____ Temporarily park in a "No Parking" area location : _____
_____ Use of City Park (specify park : _____
Electrical Needs: _____

_____ Use of gators/UTV/ATV on City streets

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

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

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

_____ Fireworks (specify location :)

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

_____ Street barricades

_____ 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):

X Amplified Sound/Speaker System

_____ Recorded/Live Music

X 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? X Yes _____ No If yes, how many? 6
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? X Yes _____ No If yes, how many?) 2

Contact Person: N&N Sanitation

Phone: 319-656-4200

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.

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

8. AGREEMENT

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

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

Applicant/Sponsor Signature

Date

DEPARTMENT APPROVALS

Indicate Date Contacted

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

<u>4/13/22</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
	Comments/Restrictions:			
<u>4/13/22</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
<u>4/13/22</u>	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov
	Comments/Restrictions:			
<u>4/13/22</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
<u>4/13/22</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:			
<u>4/13/22</u>	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions:			

CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

CITY OF WASHINGTON, IOWA

CLAIMS REPORT

APRIL 19, 2022

POLICE	ACE-N-MORE	SUPPLIES	40.73
	BDH TECHNOLOGY LLC	IT SERVICE	522.00
	BROWN SHOE FIT CO	BOOTS-B ALTENHOFEN	155.00
	CAPPER CHRYSLER DODGE JEEP RAM	REPAIRS	347.62
	COBB OIL CO, INC.	FUEL	2044.02
	DURST, TIMOTHY	VEHICLE REPAIR	82.39
	HOTSY CLEANING SYSTEMS	BULK CAR WAX	195.00
	IGRAPHIX, INC	SHIPPING	12.73
	IOWA POLICE CHIEFS ASSOCIATION	I.A. TRAINING	200.00
	KCTC	PHONE & INTERNET	359.74
	VERIZON WIRELESS	WIRELESS SERVICE	873.05
	WASHINGTON DISCOUNT TIRE	TIRES AND REPAIRS	725.22
	WASHINGTON EVENING JOURNAL SUBSCRIPTIO	SUBSCRIPTION	149.00
		TOTAL	5706.50
	FIRE	ACE-N-MORE	SUPPLIES
ALL AMERICAN PEST CONTROL		PEST CONTROL	32.50
CHENOWETH, MARK		REIMBURMENT	19.07
COBB OIL CO, INC.		FUEL	267.14
KCTC		PHONE & INTERNET	207.62
VERIZON WIRELESS		WIRELESS SERVICE	120.03
WITMER PUBLIC SAFETY GROUP		FIRE-DEX BOOTS	398.99
		TOTAL	1101.98
ANIMAL CONTROL	JOHN DEERE FINANCIAL	DOG FOOD	25.98
		TOTAL	25.98
DEVELOPMENT SERVICES	CAPITAL ONE	SUPPLIES	174.98
	COBB OIL CO, INC.	FUEL	43.32
	DUWA, JEFF	MEAL REIMB- P & Z TRAINING	11.64
	HENKEL, KEITH	MEALS & REIMBURSEMENT	68.49
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	260.00
	MOORE'S BP AMOCO, INC.	TOWING VEHICLE	90.00
	VERIZON WIRELESS	WIRELESS SERVICE	179.15
		TOTAL	827.58
LIBRARY	ALL AMERICAN PEST CONTROL	PEST CONTROL	40.00
	ACE-N-MORE	SUPPLIES	94.02
	ALLIANT ENERGY	ALLIANT ENERGY	1617.72
	BAKER & TAYLOR	LIBRARY MATERIALS	1967.27
	BLACKSTONE PUBLISHING	AUDIO BOOKS	104.82
	CAPITAL ONE	SUPPLIES	53.51
	JENKINS, JEREMIAH	PROGRAM PRESENTER	40.00
	KCTC	PHONE & INTERNET	444.47
	OVERDRIVE, INC.	DIGITAL MATERIALS	145.43
	VALENTINE, TAMMY	VALENTINE, TAMMY	4.10
	WORKSPACE	CHAIR SHIPPING	187.50
		TOTAL	4698.84
PARKS	4-M PLUMBING & HEATING INC.	CP RESTROOM REPAIR	294.07
	ACE ELECTRIC. INC	MADISON PARK ELECTRIC	399.58
	ACE-N-MORE	BLDG MAINTENANCE	323.23
	ALLIANT ENERGY	ALLIANT ENERGY	1554.87
	AMAZON CAPITAL SERVICES	BATHROOM FAN	94.92
	BLUE MOON SATELLITES, LLC	PORTABLE TOILETS	234.00
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	58.22
	COBB OIL CO, INC.	FUEL	98.22
	CUSTOM IMPRESSIONS INC	SAFETY SHIRTS	248.50
	IGRAPHIX, INC	LAMINATED MAPS	64.00
	KCTC	PHONE & INTERNET	331.88
	O'REILLY AUTOMOTIVE INC	WIPER BLADE	40.78
	STOUT COMPANIES	FERTILIZER/PAINT & PRE EMERGENT	3666.85

	WASHINGTON LUMBER	SUPPLIES	8.28
		TOTAL	7417.40
POOL	KCTC	PHONE & INTERNET	85.94
	YODER, BOB	WELDING POOL PARTS	52.15
		TOTAL	138.09
CEMETERY	ACE-N-MORE	KEYS/ SHOP SUPPLIES	286.15
	COBB OIL CO, INC.	FUEL	228.55
	KCTC	PHONE & INTERNET	159.16
	WASHINGTON DISCOUNT TIRE	TIRES AND REPAIR	83.72
	WASHINGTON LUMBER	FENCE SUPPLIES	221.05
		TOTAL	978.63
FINANCIAL ADMIN	ACE-N-MORE	SUPPLIES	7.99
	ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
	ALLIANT ENERGY	ALLIANT ENERGY	20.82
	BAKER PAPER & SUPPLY	COPY PAPER	410.83
	CAPITAL ONE	SUPPLIES	32.95
	GOOGLE LLC	WEBSITE SERVICE	395.99
	KCTC	PHONE & INTERNET	932.94
	PFM FINANCIAL ADVISORS LLC	PROFESSIONAL FEES	2000.00
	QUILL	OFFICE SUPPLIES	243.42
	ROSIEN, JARON	MILEAGE REIMBURSEMENT	176.67
	ROTARY CLUB OF WASHINGTON	DUES & MEALS	145.30
	VERIZON WIRELESS	WIRELESS SERVICE	86.41
	WASH CHAMBER OF COMMERCE	REG TOURISM & SUMMER CLASS	750.00
	WASH CO RECORDER	RECORDING	57.00
	WASH COUNTY MINIBUS	LOST- MARCH/ APRIL 2022	38444.60
	WMPF GROUP LLC	ADVERTISING	1133.97
		TOTAL	44871.39
AIRPORT	ACE-N-MORE	SUPPLIES	30.94
	BAUTISTA MIRANDA, YOLANDA	MARCH CLEANING	375.00
	CAPPS HOME REPAIR	SNOW REMOVAL	65.00
	KCII	ADVERTISING	97.32
	MARIE ELECTRIC INC.	LIGHTS	480.00
	VERIZON WIRELESS	WIRELESS SERVICE	50.78
	WMPF GROUP LLC	EMPLOYMENT ADVERTISING	75.36
		TOTAL	1174.40
ROAD USE	ALTORFER	CAT LOADER SERVICE CALL	1046.05
	ACE-N-MORE	SUPPLIES	56.96
	ALTORFER	CONCRETE SAW RENTAL	532.00
	COBB OIL CO, INC.	FUEL	916.77
	DOUDS STONE LLC	ROADSTONE	973.92
	IOWA PRISON INDUSTRIES	SIGN HOLDER	47.40
	JOHN DEERE FINANCIAL	PLOW PARTS	12.54
	L L PELLING CO	PRE-MIX	879.79
	WASHINGTON DISCOUNT TIRE	REPAIRS	139.00
	WASHINGTON LUMBER	TREATED LUMBER- SHOP DOOR	79.70
		TOTAL	4684.13
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	11357.04
		TOTAL	11357.04
HOTEL/MOTEL TAX	WASH CHAMBER OF COMMERCE	REG TOURISM & SUMMER CLASS	85.52
		TOTAL	85.52
UNIF COMM UR - BRI	BRIARWOOD PARTNERS, LLC	TIF REBATE	14608.48
		TOTAL	14608.48
HOUSING REHAB	STATE HYGIENIC LAB	ACCT#3748-TESTING	156.00
	WMPF GROUP LLC	NOTICE TO BIDDERS	123.46
		TOTAL	279.46

CAPITAL PROJECTS	WMPF GROUP LLC	NPH	8.19
		TOTAL	8.19
SIDEWALK REPAIR	GREG BRUTY CONSTRUCTION LLC	SIDEWALK REPLACEMENT	444.00
	STUTZMAN, WALT	SIDEWALK REPLACEMENT	216.00
		TOTAL	660.00
ARPA CAPITAL PROJ	IA DEPT OF NATL RESOURCES	MSJ SEWER BORING- SEWER EX	100.00
		TOTAL	100.00
K-9 PROGRAM	JOHN DEERE FINANCIAL	K9 FOOD	51.99
		TOTAL	51.99
LIBRARY GIFT	BAKER & TAYLOR	LIBRARY MATERIALS	999.68
	PROQUEST LLC	ANCESTRY/GENEALOGY DATA BA	2606.83
		TOTAL	3606.51
WATER PLANT	ACE ELECTRIC. INC	DT LIGHT REPAIR	1879.24
	ALLIANT ENERGY	ALLIANT ENERGY	17320.25
	AMAZON CAPITAL SERVICES	SUPPLIES	54.44
	COBB OIL CO, INC.	FUEL	91.39
	FERGUSON WATERWORKS# 2516	METERS	740.51
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICE	173.00
	JETCO	LASER PRINTER & INSTALL	575.00
	KCTC	PHONE & INTERNET	165.62
	STATE HYGIENIC LAB	ACCT# 176- TESTING	27.00
	VERIZON WIRELESS	WIRELESS SERVICE	46.38
	WATER SOLUTIONS UNLIMITED	CHEMICALS	8549.83
		TOTAL	29622.66
WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	326.70
	ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
	ALLIANT ENERGY	ALLIANT ENERGY	23.09
	COBB OIL CO, INC.	FUEL/HYDRO OIL	139.75
	CORRIDOR CAREERS	EMPLOYMENT ADV.	194.50
	HOTSY CLEANING SYSTEMS	FLOOR SWEEPER	625.00
	IOWA ONE CALL	SERVICE	37.80
	KCTC	PHONE & INTERNET	99.81
	MID-AM RES. CHEMICAL CORP	CABLE LUBE AND DEGREASER	366.45
	QUAD CITIES WINWATER	CURBSTOP SUPPORTS/WATER SERV	734.45
	SCHIMBERG CO.	WATER PARTS	2841.31
	TIFCO INDUSTRIES	PARTS AND SUPPLIES	155.55
	VERIZON WIRELESS	WIRELESS SERVICE	92.76
	WASH CO PUBLIC HEALTH	HEPATITIS B SHOT	30.00
		TOTAL	5702.17
WATER CAPITAL PROJ	ALEXANDER, TAMERA	TEMP EASEMENT- CONST-21 WT	100.00
	CHURCH OF GOD	TEMP EASEMENT-CONST 21 WTR	100.00
	MILLER, GEORGE AND CARMEL	TEMP EASEMENT-CONST 21 WTR	2644.80
	WMPF GROUP LLC	NTC, RROF-FONSI	67.19
		TOTAL	2911.99
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	599.89
	AMAZON CAPITAL SERVICES	TRUCK FLOOR MATS	115.99
	AQUAFIX INC	RED WORM TREATMENT	2576.52
	ATCO INTERNATIONAL	LAGOON TREATMENTS	388.50
	COBB OIL CO, INC.	FUEL	393.00
	COURTESY DOOR SALES & SER	OVERHEAD DOOR REPAIR	95.00
	DETECTION INSTRUMENTS CORPORATION	H2S METER CALIBRATION	363.05
	EUROFINS ENVIRONMENT TESTING NC	TESTING	1444.80
	IGRAPHIX, INC	SHIPPING	16.18
	JOHN DEERE FINANCIAL	SUPPLIES	78.04
	MOSE LEVY CO INC	PIPE FOR FENCE POSTS	186.60
	TIFCO INDUSTRIES	CABLE TIES	187.14

	USA BLUEBOOK	LAB SUPPLIES	227.96
	VERIZON WIRELESS	WIRELESS SERVICE	134.14
		TOTAL	6806.81
SEWER COLLECTION	ACE-N-MORE	ANGLE GRINDER/FILTER/SUPPLIES	327.84
	ALLIANT ENERGY	ALLIANT ENERGY	1609.19
	CENTRAL IOWA DISTRIBUTING	FLOOR CLEANER	70.00
	COBB OIL CO, INC.	FUEL	495.95
	CORRIDOR CAREERS	EMPLOYMENT ADV.	194.50
	HOTSY CLEANING SYSTEMS	VEHICLE WASH BAY/SWEEPER	1851.86
	IDEAL READY MIX	12TH ST PATCH	721.60
	KCTC	PHONE & INTERNET	99.81
	KING'S MATERIAL INC.	MATERIALS FOR MANHOLE INST	383.34
	MILLER & SONS LTD	208 W TYLER SEWER BACKUP	665.00
	VERIZON WIRELESS	WIRELESS SERVICE	84.39
	WASH CO PUBLIC HEALTH	HEPATITIS B SHOT	30.00
	WASHINGTON DISCOUNT TIRE	TIRES AND REPAIR	116.00
	WASHINGTON LUMBER	SUPPLIES	245.71
	WELLINGTON, EARL	ZUES- SCAN TOOL	3500.00
		TOTAL	10395.19
SEWER CAPITAL PROJ	IA DEPT OF NATURAL RESOURCES	PARTIAL WWTP DEMOLITION	175.00
		TOTAL	175.00
SANITATION	JOHNSON COUNTY REFUSE INC	REFUSE AND RECYCLING	48160.50
		TOTAL	48160.50
		TOTAL	206156.43

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
MARCH 31, 2022

FUND	3/1/2022		REVENUES NOT YET RECEIVED	M-T-D		3/31/2022 ENDING CASH BALANCE
	BEGINNING CASH BALANCE	REVENUES		EXPENDITURES	EXPENSES NOT YET EXPENDED	
001-GENERAL FUND	963,917.25	291,744.77	-	244,828.46	-	1,010,833.56
002-AIRPORT FUND	345,357.69	37,486.64	-	9,901.88	-	372,942.45
010-CHAMBER REIMBURSEMENT	11,828.69	7,779.67	-	6,840.58	-	12,767.78
011-MAIN STREET REIMBURSEMENT	3,471.19	4,286.07	-	3,815.24	-	3,942.02
012-WEDG REIMBURSEMENT	4,426.68	8,060.82	-	7,296.56	-	5,190.94
050-DOWNTOWN INCENTIVE GRANT	63,473.15	-	-	-	-	63,473.15
110-ROAD USE	788,355.99	47,870.26	-	252,870.71	-	583,355.54
112-EMPLOYEE BENEFITS	-	32,964.75	-	32,964.75	-	-
114-EMERGENCY LEVY	-	3,000.28	-	3,000.28	-	-
121-LOCAL OPTION SALES TAX	-	153,778.40	-	153,778.40	-	-
122-LOST DEBT SERVICE	131,470.00	-	-	-	-	131,470.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	117,424.97	14,047.72	-	494.55	-	130,978.14
125-UNIF COMM UR-NE IND	-	11,155.24	-	-	-	11,155.24
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	1,153.92	14,608.48	-	-	-	15,762.40
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	4,317.32	2,165.16	-	-	-	6,482.48
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	-	-	-	-	-
133-UNIF COMM UR-IRE	-	-	-	-	-	-
134-DOWNTOWN COMM UR	26,837.79	6,801.10	-	-	-	33,638.89
145-HOUSING REHABILITATION	17,213.68	1,950.00	-	23,140.50	-	(3,976.82)
146-LMI TIF SET-ASIDE	136,969.10	-	-	-	-	136,969.10
200-DEBT SERVICE	422,838.78	42,645.60	-	-	-	465,484.38
300-CAPITAL EQUIPMENT	(12,876.69)	-	-	-	-	(12,876.69)
301-CAPITAL PROJECTS FUND	204,172.15	195,931.61	-	207,055.26	-	193,048.50
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	251,759.64	157,004.85	-	-	-	408,764.49
308-INDUSTRIAL DEVELOPMENT	470,763.28	33,888.52	-	9,145.33	-	495,506.47
309-MUNICIPAL BUILDING	1,000.00	4,434.74	-	-	-	5,434.74
310-WELLNESS PARK	5,796.00	-	-	-	-	5,796.00
311-SIDEWALK REPAIR & REPLACE	48,394.86	-	-	-	-	48,394.86
312-TREE REMOVAL & REPLACE	12,688.59	-	-	-	-	12,688.59
315-RESIDENTIAL DEVELOPMENT	268,278.62	2,092.30	-	2,370.77	-	268,000.15
317-ARPA CAPITAL PROJECTS	542,207.71	228.69	-	-	-	542,436.40
325-BUILDING & FACILITY MAINT	-	-	-	-	-	-
510-MUNICIPAL BAND	4,263.16	-	-	20.13	-	4,243.03
520-DOG PARK	4,482.09	-	-	-	-	4,482.09
530-TREE COMMITTEE	13,090.84	2,655.00	-	-	-	15,745.84
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	4,590.86	-	-	-	-	4,590.86
541-K-9 PROGRAM	1,978.58	100.00	-	97.98	-	1,980.60
545-SAFETY FUND	1,612.89	-	-	-	-	1,612.89
550-PARK GIFT	38,227.36	0.31	-	-	-	38,227.67
570-LIBRARY GIFT	365,587.04	407.71	-	353.15	-	365,641.60
580-CEMETERY GIFT	7,433.00	-	-	-	-	7,433.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	636,951.90	150,623.27	-	119,016.12	-	668,559.05
601-WATER DEPOSIT FUND	31,060.00	1,200.00	-	750.00	-	31,510.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	(51,340.90)	3,431.58	-	5,601.58	-	(53,510.90)
610-SANITARY SEWER	872,126.63	190,022.91	-	83,416.32	-	978,733.22
612-SEWER SINKING	0.45	-	-	-	-	0.45
613-SEWER CAPITAL PROJECTS	-	3,299.00	-	3,299.00	-	-
670-SANITATION	69,215.70	52,410.34	-	48,548.50	-	73,077.54
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	407,753.08	3,682.16	-	391.51	-	411,043.73
951-UNEMPLOYMENT SELF INS	76,648.90	247.24	-	-	-	76,896.14
TOTAL BALANCE	7,394,091.94	1,482,005.19	-	1,218,997.56	-	7,657,099.57

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	2,511,042.02 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	555,897.71	0.20%
Wash St - Farm Mgmt Acct	200,993.24	
Wash St Bank - CD 1/14/2019	520,421.93	0.65%
Wash St Bank - CD 08/30/2018	268,615.95	0.65%
Wash St Bank - ISC Account	3,599,778.72	0.40%
TOTAL CASH IN BANK	<u>7,657,099.57</u>	

(1) Washington State Bank	2,568,526.52
Outstanding Deposits & Checks/Wages payable	(57,484.50)
	<u>2,511,042.02</u>

**CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
MARCH 31, 2022**

FUND	7/1/2021 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	3/31/2022 ENDING CASH BALANCE
001-GENERAL FUND	1,080,761.99	3,010,717.74	-	3,080,646.17	-	1,010,833.56
002-AIRPORT FUND	337,923.90	265,310.18	-	230,291.63	-	372,942.45
010-CHAMBER REIMBURSEMENT	8,656.20	67,686.27	-	63,574.69	-	12,767.78
011-MAIN STREET REIMBURSEMENT	-	59,151.47	-	55,209.45	-	3,942.02
012-WEDG REIMBURSEMENT	2,464.74	69,476.34	-	66,750.14	-	5,190.94
050-DOWNTOWN INCENTIVE GRANT	63,473.15	-	-	-	-	63,473.15
110-ROAD USE	577,226.05	790,142.50	-	784,013.01	-	583,355.54
112-EMPLOYEE BENEFITS	-	453,450.75	-	453,450.75	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	40,405.88	-	40,405.88	-	-
121-LOCAL OPTION SALES TAX	-	932,462.32	-	932,462.32	-	-
122-LOST DEBT SERVICE	-	157,940.00	-	26,470.00	-	131,470.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	96,317.62	49,219.54	-	14,559.02	-	130,978.14
125-UNIF COMM UR-NE IND	-	47,328.28	-	36,173.04	-	11,155.24
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	30,370.88	-	14,608.48	-	15,762.40
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	145.15	50,333.00	-	43,995.67	-	6,482.48
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	20,665.08	-	20,665.08	-	-
133-UNIF COMM UR-IRE	-	56,127.98	-	56,127.98	-	-
134-DOWNTOWN COMM UR	-	104,631.29	-	70,992.40	-	33,638.89
145-HOUSING REHABILITATION	22,652.47	55,379.02	-	82,008.31	-	(3,976.82)
146-LMI TIF SET-ASIDE	123,455.03	14,997.83	-	1,483.76	-	136,969.10
200-DEBT SERVICE	18,859.65	569,263.48	-	122,638.75	-	465,484.38
300-CAPITAL EQUIPMENT	65,177.10	10,325.00	-	88,378.79	-	(12,876.69)
301-CAPITAL PROJECTS FUND	394,856.11	716,690.78	-	918,498.39	-	193,048.50
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	-	658,764.49	-	250,000.00	-	408,764.49
308-INDUSTRIAL DEVELOPMENT	418,347.52	142,296.88	-	65,137.93	-	495,506.47
309-MUNICIPAL BUILDING	-	5,434.74	-	-	-	5,434.74
310-WELLNESS PARK	1,000.00	4,796.00	-	-	-	5,796.00
311-SIDEWALK REPAIR & REPLACE	44,115.08	5,639.78	-	1,360.00	-	48,394.86
312-TREE REMOVAL & REPLACE	34,169.59	5,000.00	-	26,481.00	-	12,688.59
315-RESIDENTIAL DEVELOPMENT	269,060.53	26,016.02	-	27,076.40	-	268,000.15
317-ARPA CAPITAL PROJECTS	-	542,436.40	-	-	-	542,436.40
325-BUILDING & FACILITY MAINT	-	-	-	-	-	-
510-MUNICIPAL BAND	4,463.16	-	-	220.13	-	4,243.03
520-DOG PARK	4,579.10	88.00	-	185.01	-	4,482.09
530-TREE COMMITTEE	11,339.70	5,580.00	-	1,173.86	-	15,745.84
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	3,794.72	1,709.99	-	913.85	-	4,590.86
541-K-9 PROGRAM	1,287.62	950.00	-	257.02	-	1,980.60
545-SAFETY FUND	5,096.57	1,384.08	-	4,867.76	-	1,612.89
550-PARK GIFT	37,763.43	464.24	-	-	-	38,227.67
570-LIBRARY GIFT	355,590.73	20,246.16	-	10,195.29	-	365,641.60
580-CEMETERY GIFT	7,488.00	-	-	55.00	-	7,433.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	434,776.28	1,337,295.67	-	1,103,512.90	-	668,559.05
601-WATER DEPOSIT FUND	28,810.00	13,500.00	-	10,800.00	-	31,510.00
602-WATER SINKING	-	40,360.00	-	40,360.00	-	-
603-WATER CAPITAL PROJECTS	10,134.30	144,295.13	-	207,940.33	-	(53,510.90)
610-SANITARY SEWER	431,656.39	1,837,322.82	-	1,290,245.99	-	978,733.22
612-SEWER SINKING	-	206,931.50	-	206,931.05	-	0.45
613-SEWER CAPITAL PROJECTS	-	166,287.37	-	166,287.37	-	-
670-SANITATION	69,854.34	458,398.26	-	455,175.06	-	73,077.54
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	383,887.37	54,727.57	-	27,571.21	-	411,043.73
951-UNEMPLOYMENT SELF INS	79,348.13	3,400.88	-	5,852.87	-	76,896.14
TOTAL BALANCE	5,507,701.72	13,255,401.59	-	11,106,003.74	-	7,657,099.57

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	2,511,042.02 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	555,897.71	0.20%
Wash St - Farm Mgmt Acct	200,993.24	
Wash St Bank - CD 1/14/2019	520,421.93	0.65%
Wash St Bank - CD 08/30/2018	268,615.95	0.65%
Wash St Bank - ISC Account	3,599,778.72	0.40%
TOTAL CASH IN BANK	7,657,099.57	

(1) Washington State Bank	2,568,526.52
Outstanding Deposits & Checks/Wages payable	(57,484.50)
	<u>2,511,042.02</u>

Good afternoon, here is something that you can read for your meeting on the 19th. I will also be sending you a copy of an insurance form but as I stated to you Friday it will be NO good come May, as we renew our policy each May and another copy will be issued for your event and when it gets written for 2022, I will forward it on to you.

I have Done many displays throughout Iowa and Wisconsin for the past 16 years. I shoot for Platte River Displays based out of Kieler Wis. I myself am from the Waterloo area. Some of those shows I currently shoot are Prairie Links Golf course in Waverly Iowa, Dike (2) shows a year, Ryan, La Porte City, and for Maple Bluff Village (Madison Wis.) as well as the Linn county Fair and Gilbertville Iowa.

We take pride in designing a beautiful and safe show around each community's budget and do our best to paint the sky with pyrotechnic artistry. Safety is our number 1 concern. Each show includes insurance which is figured into the budget for said show. I met with a couple of ladies from city hall last Friday and they gave me a tour of your shoot site and I was able to measure a few distances so that I can make a more accurate description of how big of shell that I can safely shoot for your show based on NFPA standards and guidelines. At this time I can not get a very detailed list of what we plan on shooting that night but once the event gets closer and we get a more stable idea of what the weather is going to be like that night I will have a list that I can provide to your committee around middle June time frame , but as of now I do know that the biggest shell i can shoot safely is 5" per NFPA distances. I design most shows to run 16-24 minutes and like to keep the sky busy. Most shows that I shoot run in that time frame depending on my trigger finger! After shooting shows for a while now there is a sweet spot where too little is meh and too much after 24 minutes gets a little boring for the crowd.

Thank you for your time and look forward to working with your community.

Bill Fratzke



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Compa
509 W Koenig St
Grand Island NE 68802

CONTACT NAME: Kristy Wolfe
PHONE (A/C No, Ext): 308-382-2330 **FAX (A/C, No):** 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Platte River Displays Inc.
PO Box 65
Dickeyville WI 53808

COVERAGES **CERTIFICATE NUMBER:** 2073659189 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPS3400022	5/14/2021	5/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZBO0004071	6/29/2021	6/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Washington Co. Faigrounds
611 Hwy 1
Washington, IA. 52353

CERTIFICATE HOLDER

CANCELLATION

City of Washington
215 E. Washington St
Washington IA 52353

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- 1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 - 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 - 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE _____ DATE _____

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

Memo

To: City Council
From: Jeff Duwa-Building and Zoning Official
Date: 3/31/2022
Re: Final Plat for NLW Subdivision Phase II

Issue

Review and consider the Final Plat for NLW Subdivision Phase II.

Background

Phase II of the NLW Subdivision will add twelve additional lots to the are directly behind NLW Phase I consisting of seven single family lots and five multifamily lots. This will also add an extension to S. 11th Ave. between the proposed lots. On Tuesday, March 29, 2022, the City of Washington's Planning and Zoning Commission met to review and discuss the Final Plat for NLW Subdivision Phase II.

Recommendation

The City of Washington's Planning and Zoning Commission recommends that the City of Washington's City Council approve the Final Plat for NLW Subdivision Phase II.

ENGINEERS & SURVEYORS

2001 5th Avenue, Suite 1
 Cedar Rapids, Iowa 52402
 (319) 399-4000
 Fax: (319) 399-4001
 www.gardenandassociates.com

NLW SUBDIVISION - PLAT 2
 NE 1/4 SEC. 20-75-7
 WASHINGTON, IOWA

REVISIONS

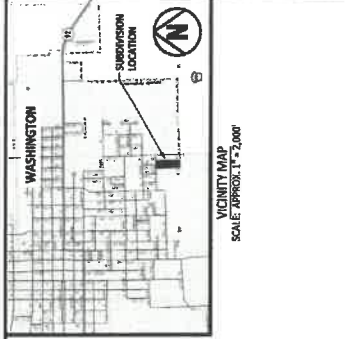
DATE: MAR. 8, 2022
 PROJECT NO.: 7021157
 SHEET NO.: 1 OF 1

APPROVED: *[Signature]*

DRAWN BY: ACTUR

SCALE: 1" = 40'

SHEET TITLE: FINAL PLAT



NEEDS APPROVAL BY:

CITY OF WASHINGTON, IOWA

APPROVED DATE: _____

APPROVED SIGNATURE: _____

STATE OF IOWA, DEPARTMENT OF TRANSPORTATION

APPROVED DATE: _____

APPROVED SIGNATURE: _____

NEEDS APPROVAL BY:

CITY OF WASHINGTON, IOWA

APPROVED DATE: _____

APPROVED SIGNATURE: _____

STATE OF IOWA, DEPARTMENT OF TRANSPORTATION

APPROVED DATE: _____

APPROVED SIGNATURE: _____

I hereby certify that this land surveying document was prepared and the measurements were taken by me or by a person duly licensed by the State of Iowa under the laws of the State of Iowa. I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

License number: 10060
 Survey: 10060
 Date: 8/15/2022
 Project or subject covered by this work:



NEEDS APPROVAL BY:

CITY OF WASHINGTON, IOWA

APPROVED DATE: _____

APPROVED SIGNATURE: _____

STATE OF IOWA, DEPARTMENT OF TRANSPORTATION

APPROVED DATE: _____

APPROVED SIGNATURE: _____

OWNER: CITY OF WASHINGTON, IOWA
 ENGINEER AND SURVEYOR: GARDEN & ASSOCIATES, LTD.
 2001 5th Avenue, Suite 1
 Cedar Rapids, Iowa 52402
 561-397-2576

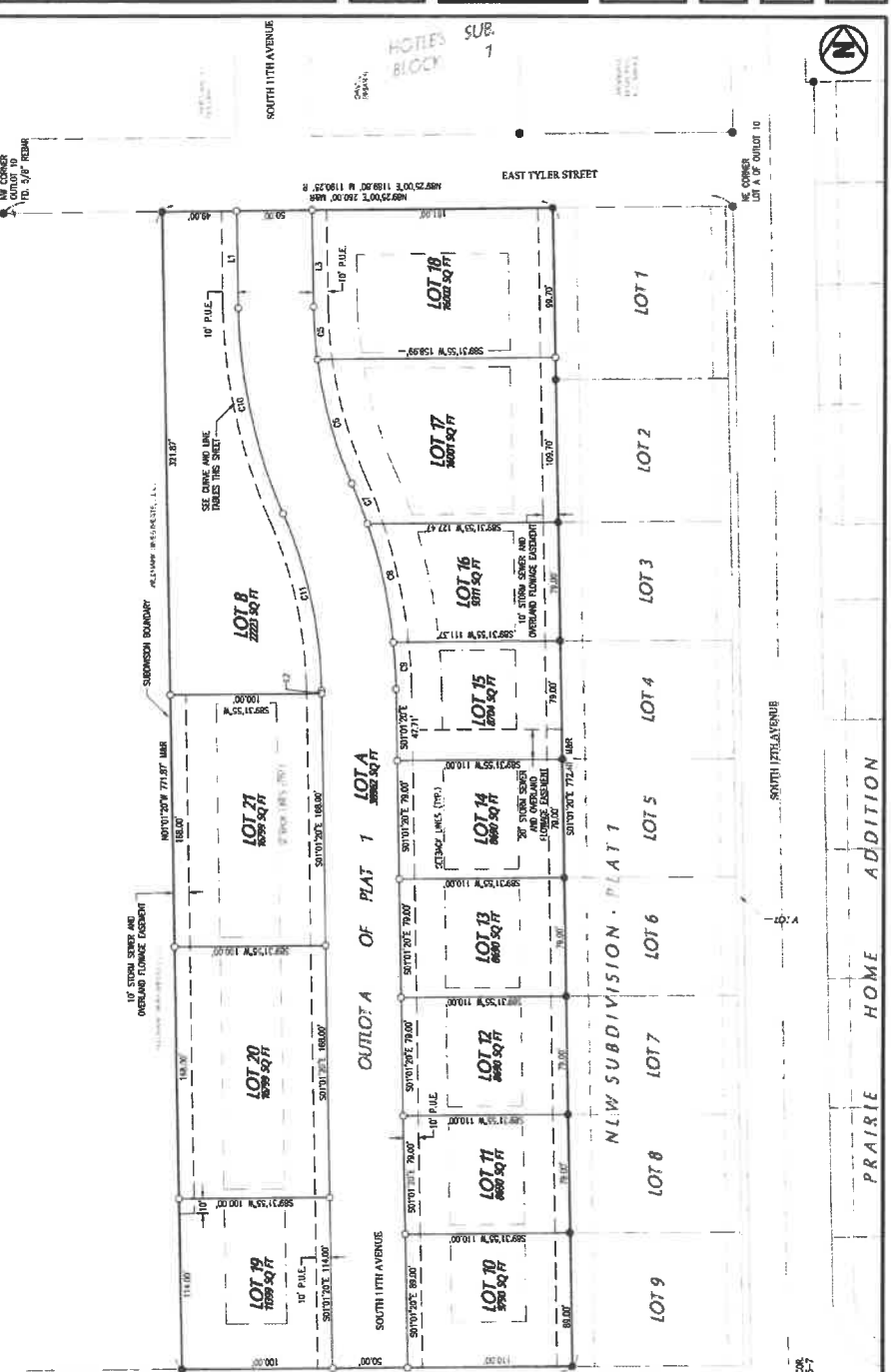
ADDRESS OF PROPERTY: EAST TYLER STREET AND EAST FILMORE STREET
 WASHINGTON, IA 52524

ZONING: CURRENT - R-3 (ONE- TO SIX-FAMILY RESIDENTIAL DISTRICTS)
 R-3 MINIMUM LOT REQUIREMENTS:
 LOT WIDTH 1 AND 1.5 STRIKES 50 FEET
 LOT WIDTH 2 AND 2.5 STRIKES 50 FEET
 LOT WIDTH 3 STRIKES 50 FEET
 LOT AREA ONE-FAMILY RESIDENCE 4,000 SQ. FT.
 LOT AREA TWO-FAMILY RESIDENCE 8,000 SQ. FT. PER FAMILY

MINIMUM SETBACK REQUIREMENTS:
 FRONT YARD 3 AND 2.5 STRIKES 35 FEET
 REAR YARD 3 AND 2.5 STRIKES 35 FEET
 SIDE YARD 3 STRIKES 7 FEET (SIDE YARD WIDTH = 15 FEET)
 SIDE YARD 2 AND 2.5 STRIKES 7 FEET (SIDE YARD WIDTH = 15 FEET)
 REAR YARD 3 STRIKES 5 FEET
 REAR YARD 2 AND 2.5 STRIKES 5 FEET

STORM SEWER INSTALLATION REQUIREMENTS:
 FRONT YARD 3 AND 2.5 STRIKES 35 FEET
 REAR YARD 3 AND 2.5 STRIKES 35 FEET
 SIDE YARD 3 STRIKES 7 FEET (SIDE YARD WIDTH = 15 FEET)
 SIDE YARD 2 AND 2.5 STRIKES 7 FEET (SIDE YARD WIDTH = 15 FEET)
 REAR YARD 3 STRIKES 5 FEET
 REAR YARD 2 AND 2.5 STRIKES 5 FEET

NOTES:
 1. THE AREA SHOWN SHALL BE REFERENCED TO THE CITY OF WASHINGTON, IOWA COORDINATE SYSTEM.
 2. ALL POINTS SHOWN SHALL BE ACCURATE TO THE PRESENT DATE AND SHALL BE RECONSIDERED IN FUTURE ERECTION OF THE BUILDINGS ON THE LOTS.
 3. THE PROPERTY SHOWN SHALL BE REFERENCED TO THE CITY OF WASHINGTON, IOWA COORDINATE SYSTEM.
 4. LOT B IS RESERVED FOR FUTURE DEVELOPMENT.
 5. NO NEW ROOF/ROOFING OR GROUND COLLECTION LINES ARE PERMITTED. LOTS 10-17 MAY ONLY EXCEED PUBLIC STORM SEWER LINE ALIGNMENT TO COMMON LOT LINE WITH LOT 18. LOTS 18-24 MAY EXCEED PUBLIC STORM SEWER ALIGNMENT TO COMMON LOT LINE WITH LOT 19. LOTS 25-31 MAY EXCEED PUBLIC STORM SEWER ALIGNMENT TO COMMON LOT LINE WITH LOT 20. LOTS 32-38 MAY EXCEED PUBLIC STORM SEWER ALIGNMENT TO COMMON LOT LINE WITH LOT 21.
 6. TOTAL AREA OF DEVELOPMENT = 200,748 SQ FT (4.81 ACRES)
 7. LOT 1 OF LOT A, ONE-WAY, 2002-0623
 8. NEW SUBDIVISION - PLAT 1, LOC. NO. 2001-2968
 9. RESERVATION SURVEY.
 10. SEE PLAT 1 FOR MORE DETAILS.



LINE TABLE

LINE	BEARING	LENGTH
L1	S17°10'01\"	86.64'
L2	S70°10'01\"	2.20'
L3	N1°10'01\"	64.25'

CURVE TABLE

CURVE	LENGTH	CHORD	CHORD BEARING	AREA
C1	35.22'	306.00'	S17°10'01\"	93.00'
C2	86.10'	306.00'	S68.82°	519.49'
C3	28.73'	306.00'	N1°10'01\"	478.91'
C4	80.95'	306.00'	N12°20'55\"	1273.15'
C5	31.94'	306.00'	S13.32°	1831.45'
C6	111.01'	306.00'	N10.10°	518.00'
C7	121.52'	306.00'	N10.54°	518.00'

LEGEND:
 - - - - - Station corner mark
 ● - - - - - Corner of plat
 ○ - - - - - Station corner mark
 + - - - - - Station corner mark
 ✕ - - - - - Station corner mark

INDEX LEGEND	
LOCATION:	OUTLOT A OF NEW SUBDIVISION - PLAT 1, AN ADDITION TO WASHINGTON, WASHINGTON, IOWA
PROPRIETOR:	NLW HOLDING, LLC
REQUESTED BY:	CITY OF WASHINGTON
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)872-2526

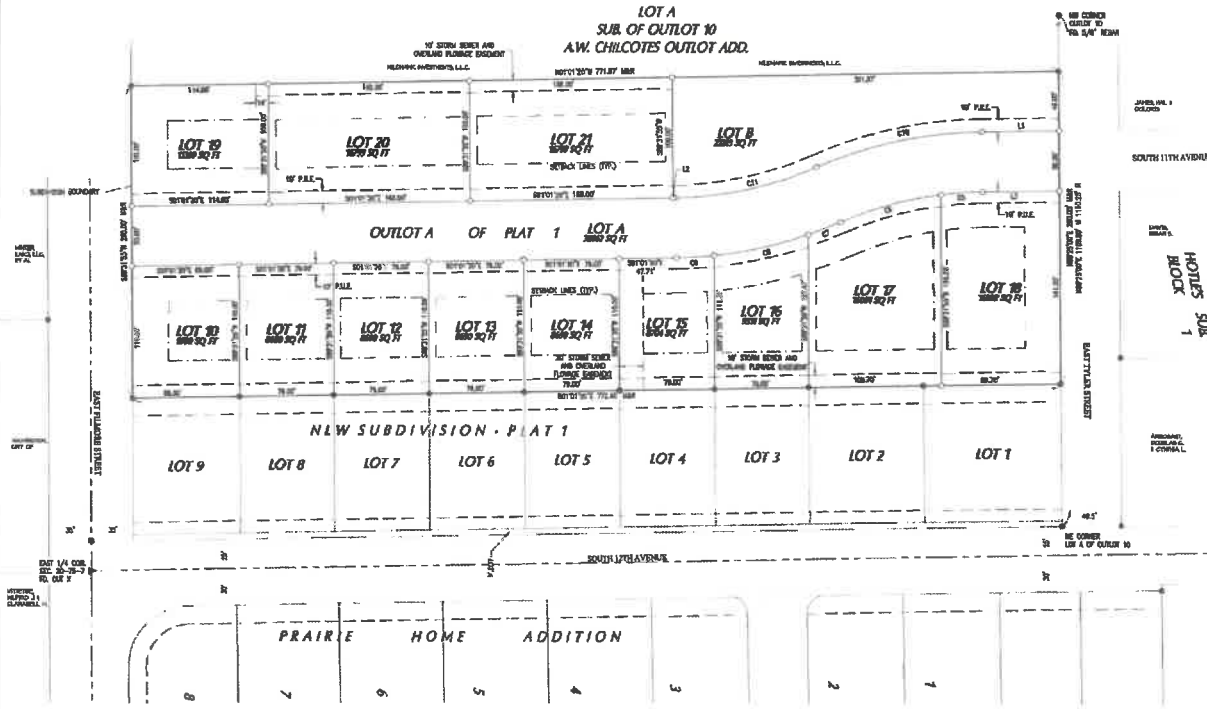
RESERVED FOR RECORDER'S USE

FINAL PLAT
NLW SUBDIVISION - PLAT 2
 WASHINGTON, IOWA

LINE TABLE		CURVE DATA			
LINE	BEARING	LENGTH	CHORD	CHORD BEAR.	DELTA
11	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
12	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
13	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
14	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
15	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
16	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
17	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
18	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
19	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
20	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
21	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
22	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
23	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
24	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
25	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
26	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
27	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
28	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
29	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"
30	S 89° 57' 00" W	200.00	200.00	S 89° 57' 00" W	0° 00' 00"

Legal Description

Outlot A of NLW Subdivision - Plat 1, an Addition to the City of Washington, Washington County, Iowa.



OWNER:
 CITY OF WASHINGTON, IOWA

ENGINEER AND SURVEYOR:
 GARDEN & ASSOCIATES, LTD.
 1701 3RD AVE EAST
 OSKALOOSA, IOWA
 641-672-2526

ADDRESS OF PROPERTY:
 SOUTH 11TH AVENUE AND EAST TYLER STREET
 WASHINGTON, IA 52353

- LEGEND**
- ▲ = SECTION CORNER FOUND
 - = PROPERTY CORNER FOUND (5/8" X 30" REBAR WITH YELLOW PLASTIC CAP #19960 UNLESS NOTED OTHERWISE)
 - = PROPERTY CORNER SET (5/8" X 30" REBAR WITH YELLOW PLASTIC CAP #19960)

ALL PUBLIC EASEMENTS SHALL BE DEDICATED TO THE CITY OF WASHINGTON, IOWA (P.U.E. = PUBLIC UTILITY EASEMENT). NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE CONSTRUCTED IN SAID EASEMENT WAYS.

LOT A IS RESERVED FOR PUBLIC RIGHT-OF-WAY.
 LOT B IS RESERVED FOR STORM WATER DETENTION

SIDEWALKS ARE NOT SHOWN, BUT WILL BE INSTALLED IN ACCORDANCE WITH CITY STANDARDS AT 1.0 FEET FROM PROPERTY LINE IN THE STREET RIGHT-OF-WAY.

NO NEW ROOF/FOOTING DRAIN COLLECTOR LINES ARE PROVIDED. LOTS 10-17 MAY UTILIZE EXISTING PUBLIC STORM SEWER LINE ADJACENT TO COMMON LOT LINE WITH PLAT 1. LOT 18 WILL BE REQUIRED TO UTILIZE PUBLIC STORM SEWER ALONG THE SOUTH SIDE OF EAST TYLER STREET. LOTS 19-21 MAY UTILIZE NEW PUBLIC STORM SEWER PROVIDED ALONG THE WEST SIDE OF THOSE LOTS.

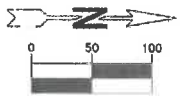
TOTAL AREA OF DEVELOPMENT = 200,748 SQ FT (4.61 ACRES)

THE BEARINGS SHOWN ARE BASED ON THE IOWA REGIONAL COORDINATE SYSTEM ZONE 13 - FAIRFIELD.

ZONING:
 CURRENT - R-3 (ONE- TO SIX-FAMILY RESIDENTIAL DISTRICTS)

R-3 MINIMUM LOT REQUIREMENTS:

LOT WIDTH 1 AND 1.5 STORIES	50 FEET
LOT WIDTH 2 AND 2.5 STORIES	50 FEET
LOT WIDTH 3 STORIES	35 FEET
LOT AREA ONE-FAMILY RESIDENCE	6,000 SQ. FT.
LOT AREA TWO-, THREE-, FOUR-, FIVE-, OR SIX-FAMILY RESIDENCE	4,000 SQ. FT. PER FAMILY



BUILDING SETBACK REQUIREMENTS:
 R-3 CLASSIFICATION

FRONT YARD 1 AND 1.5 STORIES	30 FEET
FRONT YARD 2 AND 2.5 STORIES	32 FEET
FRONT YARD 3 STORIES	35 FEET
SIDE YARD LEAST WIDTH 1 AND 1.5 STORIES	6 FEET (SUM LEAST WIDTHS = 13 FEET)
SIDE YARD LEAST WIDTH 2 AND 2.5 STORIES	7 FEET (SUM LEAST WIDTHS = 15 FEET)
SIDE YARD LEAST WIDTH 3 STORIES	8 FEET (SUM LEAST WIDTHS = 20 FEET)
REAR YARD 1 AND 1.5 STORIES	30 FEET
REAR YARD 2 AND 2.5 STORIES	30 FEET
REAR YARD 3 STORIES	35 FEET

CITY OF WASHINGTON, IOWA

APPROVED DATE

PLANNING AND ZONING CHAIRPERSON

CITY OF WASHINGTON, IOWA

APPROVED DATE

MAYOR OF WASHINGTON, IOWA

REFERENCE SURVEYS:
 LOT 1 OF LOT A: DOC. NO. 2020-0623
 NLW SUBDIVISION - PLAT 1: DOC. NO. 2020-2969

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno 3-9-22
 Bobby J. Maddaleno, P.L.S. Date
 License number: 19960
 My license renewal date is December 31, 2023
 Pages or sheets covered by this seal: 1



NLW SUBDIVISION - PLAT 2
 NE 1/4 SECTION 20-75-7
 WASHINGTON, IOWA

DATE: 3-8-22 DRN. TRH APP.
 FLD.BK PROJ.NO. 7021157

RESOLUTION 2022-__

A RESOLUTION SETTING THE DATE OF PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ACE SIGNATURE HOMES, LLC, FOR NLW PHASE 2 SUBDIVISION

WHEREAS, ACE Signature Homes, LLC (“the Developer”) and the City have negotiated a proposed Development Agreement whereby the City would grant the sum of not-to-exceed \$800,000 to the Developer for residential housing purposes and the City shall install infrastructure for the subdivision including water, wastewater, storm sewer, and road (the “Project”); and,

WHEREAS, the Project is proposed to be constructed on property located within the Washington Unified South Central Residential Urban Renewal Area; and,

WHEREAS, it is necessary to hold a public hearing on the proposal to grant the sum of \$800,000 to the Developer as an urban renewal project; and,

WHEREAS, Chapters 15A and 403 of the Iowa Code authorizes cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the objectives of the urban renewal project and Chapters 15A and 403 of the Code of Iowa; and,

WHEREAS, prior to entering into a Development Agreement, the City Council must hold a hearing on said Development Agreement; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that a public hearing on the proposal to enter into a Development Agreement which contemplates the payment of not-to-exceed \$800,000 economic development grant is hereby set for 6:00 p.m. on Tuesday, May 3rd, 2022, at the Washington City Council Chambers at 215 E. Washington Street in the City. Further, the City Clerk is directed to publish notice of said hearing as provided in this Resolution.

BE IT FURTHER RESOLVED, that the City Council ratifies the City Clerk’s actions in providing for the advance publication of this notice to ensure sufficient public notice prior to the hearing date.

PASSED AND APPROVED this __ day of April, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

NOTICE OF PUBLIC HEARING

The City Council of the City of Washington, Iowa, will hold a public hearing on the proposal to enter into a Development Agreement with ACE Signature Homes, LLC (“the Developer”) at 6:00 p.m. on Tuesday, May 3, 2022 in the Washington City Council Chambers at 215 E. Washington Street in the Washington. The proposed Development Agreement contemplates the payment of a not-to-exceed \$800,000 economic development grant to the Developer for residential housing development in Washington.



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

April 11, 2022

Via Email Only

Ms. Deanna McCusker
City Administrator
City of Washington
215 E. Washington Street
Washington, Iowa 52353

Re: Washington, Iowa - Amendment of SRF Loan Agreement
\$3,000,000 Sewer Revenue Capital Loan Notes, Series 2012B (Rate Reset)

Dear Mayor and City Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the City of Washington, Iowa (the "City" or "Issuer") in connection with the above-referenced reissuance (the "Notes"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Notes, this Agreement relates to the agreed-upon scope of bond counsel services described herein (the "Services").

A. SCOPE OF SERVICES -- *Bond Counsel*

As Bond Counsel, we will represent the City and intend to undertake each of the following as are necessary:

1. Review relevant Iowa law relating to the legal status and powers of the City or otherwise relating to the reissuance of the Notes.
2. Review the proposed timetable and consult with you as to the reissuance of the Notes in accordance with the timetable.
3. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the reissuance of the Notes.
4. Prepare or review major Note documents and, at your request, draft descriptions of the documents which we have drafted.
5. Prepare or review all pertinent proceedings to be considered by the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

6. Subsequent to the Closing, we will prepare and provide a transcript pertaining to the Notes and make certain the appropriate Federal Information Reporting Form 8038 is filed.

B. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required:

1. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
2. Drafting state constitutional or legislative amendments.
3. Pursuing test cases or other litigation, such as contested validation proceedings.
4. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
5. After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes.
6. Opining on a continuing disclosure undertaking pertaining to the Notes and, after the execution and delivery of the Notes, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
7. After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Notes.
8. Undertaking responsibility as disclosure counsel.

We may provide one or more of the services listed in subsections (1)–(8) of this Section B upon your request, however, a separate, written engagement or request for services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subsections (9)–(14) of this Section B below, are not included in this Agreement, nor will they be provided by us at any time.

9. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Notes, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Notes.
10. Independently establishing the veracity of certifications and representations of the City or the other Participants.
11. Acting as an underwriter, or otherwise marketing the Notes.
12. Acting in a financial advisory role.

13. Preparing blue sky or investment surveys with respect to the Notes.
14. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Notes.

C. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the reissuance of the Notes. In this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon reissuance of such Notes. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute a transcript of the proceedings pertaining to the Notes.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this Agreement and your role in connection with the reissuance of the Notes:

1. In performing the Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Notes are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the reissuance and with the Federal tax law. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the reissuance of the Notes.
3. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

E. FEES

It is our practice to bill our fees as Bond Counsel on a transactional basis instead of hourly. We estimate that our fee for Bond Counsel services will not exceed \$2,900. If, at any time, we

believe that circumstances require an adjustment of our original fee estimate, we will advise you of such requirement. In addition to our flat fee, we will charge for any incidental costs incurred (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.). We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

F. BILLING MATTERS:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the reissuance, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the reissuance is not consummated or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates¹, plus incidental costs, as described above (not to exceed the fee set forth above).

G. RECORDS

1. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Notes. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.
2. In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these

1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2022) hourly rates are as follows:

- a. Attorneys: \$200-\$355/hour (for reference purposes, the undersigned's hourly rate as of 01/01/22 is \$320/hour).
- b. Legal Assistants: \$125/hour.

electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.*

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to contact me.

Very truly yours,



Jason L. Comisky
FOR THE FIRM

JLC:ks

cc: Kelsey Brown (via email)
Sally Hart (via email)

Accepted:
City of Washington, Iowa

By: _____ Date: _____

*Approved by action of the governing body on _____, 2022.



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

April 12, 2022

Via Email Only

Ms. Deanna McCusker
City Administrator
City of Washington
215 E. Washington Street
Washington, Iowa 52353

RE: Washington, Iowa - Amendment of SRF Loan Agreement
\$3,000,000 Sewer Revenue Capital Loan Notes, Series 2012B (Rate Reset)

Dear Deanna:

With this letter I am enclosing suggested City Council proceedings to document the Council's approval of amending the above loan agreement with the Iowa Finance Authority entered into as of April 4, 2012. Attached to the procedure is a proposed Amendment.

Following City Council approval of the resolution, please return all copies, after they have been dated and signed by the Mayor and the City Clerk. We will return a final executed copy of the Amendment to you once the Iowa Finance Authority has signed the same.

Finally, I also am enclosing a Form 8038-G which we will file with the Internal Revenue Service, reporting the change in the interest rate, along with a related Supplemental Tax Certificate. Please sign the same and return to us with the Amendment. We will complete and file the Form with the Internal Revenue Service and provide you with a complete copy once receipt has been confirmed.

Please return two executed copies of each document as soon as possible in order that we can forward the amended Loan Agreement to the Iowa Finance Authority.

Should you have any questions, please don't hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,

Jason L. Comisky
FOR THE FIRM

JLC:ks

Enclosures

cc: Kelsey Brown (via email)
Sally Hart (via email)
Jon Burmeister (via email)

02032451-1\11307-037

ITEMS TO INCLUDE ON AGENDA FOR APRIL 19, 2022

CITY OF WASHINGTON, IOWA

\$3,000,000 Sewer Revenue Capital Loan Note, Series 2012B.

- Resolution approving and authorizing Amendment to Loan and Disbursement Agreement by and between the City of Washington, Iowa and the Iowa Finance Authority, and authorizing and providing for the reissuance of the outstanding principal amount of the \$3,000,000 Sewer Revenue Capital Loan Note, Series 2012B.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 19, 2022

The City Council of the City of Washington, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, at _____ M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE REISSUANCE OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE \$3,000,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2012B", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the _____ declared the following Resolution duly adopted:

RESOLUTION NO _____

RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE REISSUANCE OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE \$3,000,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2012B

WHEREAS, the City of Washington, Iowa (hereinafter the "Issuer") previously issued its Sewer Revenue Capital Loan Note, Series 2012B, dated April 4, 2012, in the amount of \$3,000,000 (hereinafter the "Notes"), pursuant to a Loan and Disbursement Agreement between Issuer, and the Iowa Finance Authority, dated of like date (the "Agreement"), for the purpose of defraying the costs of the Project (as defined in the resolution authorizing issuance of the same (hereinafter the "Resolution")); and

WHEREAS, the loan is currently outstanding in the amount of \$2,200,000; and

WHEREAS, the Iowa Finance Authority, as Original Purchaser and current holder of the Notes, has authorized a reduction in the interest rate on the Notes to 1.75% effective June 1, 2022; and

WHEREAS, an Amendment to the Loan and Disbursement Agreement (hereinafter the "Amendment") has been prepared to reflect said interest rate reduction, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to IRS regulations adoption of the Amendment constitutes a reissuance of the Notes.

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

- Section 1. That the Resolution is hereby amended to reflect the interest rate reduction to 1.750% per annum on the outstanding principal amount from and after June 1, 2022, for the remainder of the life of the Note.
- Section 2. That the Amendment in substantially the form attached to this Resolution is hereby authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.
- Section 3. That the City Clerk is hereby authorized to execute and deliver a Supplemental Tax Certificate in connection with the Amendment, affirming the tax covenants made by the City with respect to the Notes at the time of the issuance thereof.
- Section 4. Except as amended herein, all of the other terms and conditions of the Resolution and Agreement are in all respects ratified, confirmed and approved and shall remain in full effect.

PASSED AND APPROVED this 19th day of April, 2022.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

I, the undersigned City Clerk of the City of Washington, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

City Clerk, City of Washington, State of Iowa

(SEAL)

EXHIBIT "A"

AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENT

The Loan and Disbursement Agreement (Sewer Revenue) (the "Agreement") entered into as of April 4, 2012 by and between the City of Washington, Iowa (the "City" or "Issuer"), and the Iowa Finance Authority, as lender (the "Lender"), relating to a loan from the Lender to the City in the original amount of \$3,000,000, currently outstanding in the aggregate amount of \$2,200,000, is hereby amended as follows:

1. The applicable interest rate for the Agreement shall be changed to 1.75%, effective as of June 1, 2022, and the Agreement shall thereafter be payable in accordance with the debt service schedule attached hereto and incorporated herein by this reference.

2. Except as amended herein, all of the other terms and conditions of the Agreement are in all respects ratified, confirmed and approved and shall remain in full effect.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the 19th day of April, 2022.

CITY OF WASHINGTON, IOWA

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

IOWA FINANCE AUTHORITY

By: _____

Washington
 *** Effective 6.1.22 ***



FINANCING FROM THE STATE FUND OF AUTHORITY
AND THE STATE REVENUE FUND OF WASHINGTON RESOURCES

Loan ID C0441R
Dated Date 4/4/2012
Loan Amount \$3,000,000.00 (Unused - \$122,269.70)
Interest Savings \$317,762.50

Date	Current Schedule			New Debt Schedule			
	Principal	Current Interest 3.00%	Servicing Fee	Principal	New Interest 1.75%	Servicing Fee	New Annual Debt Service
12/1/2022		33,000.00			19,250.00		
6/1/2023	80,000.00	33,000.00	5,500.00	80,000.00	19,250.00	5,500.00	124,000.00
12/1/2023		31,800.00			18,550.00		
6/1/2024	82,000.00	31,800.00	5,300.00	82,000.00	18,550.00	5,300.00	124,400.00
12/1/2024		30,570.00			17,832.50		
6/1/2025	85,000.00	30,570.00	5,095.00	85,000.00	17,832.50	5,095.00	125,760.00
12/1/2025		29,295.00			17,088.75		
6/1/2026	88,000.00	29,295.00	4,882.50	88,000.00	17,088.75	4,882.50	127,060.00
12/1/2026		27,975.00			16,318.75		
6/1/2027	91,000.00	27,975.00	4,662.50	91,000.00	16,318.75	4,662.50	128,300.00
12/1/2027		26,610.00			15,522.50		
6/1/2028	94,000.00	26,610.00	4,435.00	94,000.00	15,522.50	4,435.00	129,480.00
12/1/2028		25,200.00			14,700.00		
6/1/2029	97,000.00	25,200.00	4,200.00	97,000.00	14,700.00	4,200.00	130,600.00
12/1/2029		23,745.00			13,851.25		
6/1/2030	100,000.00	23,745.00	3,957.50	100,000.00	13,851.25	3,957.50	131,660.00
12/1/2030		22,245.00			12,976.25		
6/1/2031	103,000.00	22,245.00	3,707.50	103,000.00	12,976.25	3,707.50	132,660.00
12/1/2031		20,700.00			12,075.00		
6/1/2032	106,000.00	20,700.00	3,450.00	106,000.00	12,075.00	3,450.00	133,600.00
12/1/2032		19,110.00			11,147.50		
6/1/2033	110,000.00	19,110.00	3,185.00	110,000.00	11,147.50	3,185.00	135,480.00
12/1/2033		17,460.00			10,185.00		
6/1/2034	113,000.00	17,460.00	2,910.00	113,000.00	10,185.00	2,910.00	136,280.00
12/1/2034		15,765.00			9,196.25		
6/1/2035	117,000.00	15,765.00	2,627.50	117,000.00	9,196.25	2,627.50	138,020.00
12/1/2035		14,010.00			8,172.50		
6/1/2036	121,000.00	14,010.00	2,335.00	121,000.00	8,172.50	2,335.00	139,680.00
12/1/2036		12,195.00			7,113.75		
6/1/2037	125,000.00	12,195.00	2,032.50	125,000.00	7,113.75	2,032.50	141,260.00
12/1/2037		10,320.00			6,020.00		
6/1/2038	129,000.00	10,320.00	1,720.00	129,000.00	6,020.00	1,720.00	142,760.00
12/1/2038		8,385.00			4,891.25		
6/1/2039	133,000.00	8,385.00	1,397.50	133,000.00	4,891.25	1,397.50	144,180.00
12/1/2039		6,390.00			3,727.50		
6/1/2040	137,000.00	6,390.00	1,065.00	137,000.00	3,727.50	1,065.00	145,520.00
12/1/2040		4,335.00			2,528.75		
6/1/2041	142,000.00	4,335.00	722.50	142,000.00	2,528.75	722.50	147,780.00
12/1/2041		2,205.00			1,286.25		
6/1/2042	147,000.00	2,205.00	367.50	147,000.00	1,286.25	367.50	149,940.00
	2,200,000.00	762,630.00	63,552.50	2,200,000.00	444,867.50	63,552.50	2,708,420.00

AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENT

The Loan and Disbursement Agreement (Sewer Revenue) (the "Agreement") entered into as of April 4, 2012 by and between the City of Washington, Iowa (the "City" or "Issuer"), and the Iowa Finance Authority, as lender (the "Lender"), relating to a loan from the Lender to the City in the original amount of \$3,000,000, currently outstanding in the aggregate amount of \$2,200,000, is hereby amended as follows:

1. The applicable interest rate for the Agreement shall be changed to 1.75%, effective as of June 1, 2022, and the Agreement shall thereafter be payable in accordance with the debt service schedule attached hereto and incorporated herein by this reference.

2. Except as amended herein, all of the other terms and conditions of the Agreement are in all respects ratified, confirmed and approved and shall remain in full effect.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the 19th day of April, 2022.

CITY OF WASHINGTON, IOWA

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

IOWA FINANCE AUTHORITY

By: _____

Washington
 *** Effective 6.1.22 ***



PARTNERSHIP WITH THE STATE FINANCE AUTHORITY
 AND THE WASH. DEPARTMENT OF REVENUE

Loan ID C0441R
Dated Date 4/4/2012
Loan Amount \$3,000,000.00 (Unused - \$122,269.70)
Interest Savings \$317,762.50

Date	Current Schedule		
	Principal	Current Interest 3.00%	Servicing Fee
12/1/2022		33,000.00	
6/1/2023	80,000.00	33,000.00	5,500.00
12/1/2023		31,800.00	
6/1/2024	82,000.00	31,800.00	5,300.00
12/1/2024		30,570.00	
6/1/2025	85,000.00	30,570.00	5,095.00
12/1/2025		29,295.00	
6/1/2026	88,000.00	29,295.00	4,882.50
12/1/2026		27,975.00	
6/1/2027	91,000.00	27,975.00	4,662.50
12/1/2027		26,610.00	
6/1/2028	94,000.00	26,610.00	4,435.00
12/1/2028		25,200.00	
6/1/2029	97,000.00	25,200.00	4,200.00
12/1/2029		23,745.00	
6/1/2030	100,000.00	23,745.00	3,957.50
12/1/2030		22,245.00	
6/1/2031	103,000.00	22,245.00	3,707.50
12/1/2031		20,700.00	
6/1/2032	106,000.00	20,700.00	3,450.00
12/1/2032		19,110.00	
6/1/2033	110,000.00	19,110.00	3,185.00
12/1/2033		17,460.00	
6/1/2034	113,000.00	17,460.00	2,910.00
12/1/2034		15,765.00	
6/1/2035	117,000.00	15,765.00	2,627.50
12/1/2035		14,010.00	
6/1/2036	121,000.00	14,010.00	2,335.00
12/1/2036		12,195.00	
6/1/2037	125,000.00	12,195.00	2,032.50
12/1/2037		10,320.00	
6/1/2038	129,000.00	10,320.00	1,720.00
12/1/2038		8,385.00	
6/1/2039	133,000.00	8,385.00	1,397.50
12/1/2039		6,390.00	
6/1/2040	137,000.00	6,390.00	1,065.00
12/1/2040		4,335.00	
6/1/2041	142,000.00	4,335.00	722.50
12/1/2041		2,205.00	
6/1/2042	147,000.00	2,205.00	367.50
	2,200,000.00	762,630.00	63,552.50

Date	New Debt Schedule			
	Principal	New Interest 1.75%	Servicing Fee	New Annual Debt Service
12/1/2022		19,250.00		
6/1/2023	80,000.00	19,250.00	5,500.00	124,000.00
12/1/2023		18,550.00		
6/1/2024	82,000.00	18,550.00	5,300.00	124,400.00
12/1/2024		17,832.50		
6/1/2025	85,000.00	17,832.50	5,095.00	125,760.00
12/1/2025		17,088.75		
6/1/2026	88,000.00	17,088.75	4,882.50	127,060.00
12/1/2026		16,318.75		
6/1/2027	91,000.00	16,318.75	4,662.50	128,300.00
12/1/2027		15,522.50		
6/1/2028	94,000.00	15,522.50	4,435.00	129,480.00
12/1/2028		14,700.00		
6/1/2029	97,000.00	14,700.00	4,200.00	130,600.00
12/1/2029		13,851.25		
6/1/2030	100,000.00	13,851.25	3,957.50	131,660.00
12/1/2030		12,976.25		
6/1/2031	103,000.00	12,976.25	3,707.50	132,660.00
12/1/2031		12,075.00		
6/1/2032	106,000.00	12,075.00	3,450.00	133,600.00
12/1/2032		11,147.50		
6/1/2033	110,000.00	11,147.50	3,185.00	135,480.00
12/1/2033		10,185.00		
6/1/2034	113,000.00	10,185.00	2,910.00	136,280.00
12/1/2034		9,196.25		
6/1/2035	117,000.00	9,196.25	2,627.50	138,020.00
12/1/2035		8,172.50		
6/1/2036	121,000.00	8,172.50	2,335.00	139,680.00
12/1/2036		7,113.75		
6/1/2037	125,000.00	7,113.75	2,032.50	141,260.00
12/1/2037		6,020.00		
6/1/2038	129,000.00	6,020.00	1,720.00	142,760.00
12/1/2038		4,891.25		
6/1/2039	133,000.00	4,891.25	1,397.50	144,180.00
12/1/2039		3,727.50		
6/1/2040	137,000.00	3,727.50	1,065.00	145,520.00
12/1/2040		2,528.75		
6/1/2041	142,000.00	2,528.75	722.50	147,780.00
12/1/2041		1,286.25		
6/1/2042	147,000.00	1,286.25	367.50	149,940.00
	2,200,000.00	444,867.50	63,552.50	2,708,420.00

SUPPLEMENTAL TAX CERTIFICATE
of
CITY OF WASHINGTON, IOWA

The undersigned officers of the City of Washington, Iowa (the "City"), hereby certify as follows:

1. The City Council of the City ("Council"), acting at a meeting duly called and held on April 19, 2022, authorized the execution and delivery of the Amendment to the Loan and Disbursement Agreement dated as of April 4, 2012 ("Agreement") by and between the City and the Iowa Finance Authority ("Purchaser"), and approved a resolution ("Supplemental Resolution") amending the resolution approved by the Council on March 7, 2012 ("Original Note Resolution"), which Original Note Resolution authorized the issuance and delivery of a \$3,000,000 Sewer Revenue Capital Loan Note, Series 2012, dated April 4, 2012 (currently outstanding in the amount of \$2,200,000) ("Original Note").

2. The officers whose name, title and signature appear below were, on the date or dates of the execution of the instruments referred to in paragraph 1 hereof, and are on the date hereof, the duly elected and qualified incumbents of the offices of the City set opposite their names and the signatures appearing below are the genuine signatures of said officers.

3. We have reviewed the representations, covenants and warranties contained in the Tax Exemption Certificate for the Original Note ("Tax Certificate") executed by the City in connection with the issuance of the Original Note. True and accurate copies of the Tax Certificate is attached hereto as Exhibit A.

4. The description of the Project set forth in Section II of the Tax Certificate accurately describes the Project as constructed and as it exists and is used as of the date hereof, and there has been no change in the use of the Project since the Original Note was issued.

5. The construction of the Project has been completed, and all of the proceeds of the Original Note were expended on the costs of the Project, in the amounts and as described Sections II and III of the Tax Certificate.

6. Not more than 10% of the proceeds of the Original Note or the facilities financed thereby, are to be used (directly or indirectly) or were used in a trade or business carried on by any person (other than a governmental unit), and not more 10% of the payment of the principal of or interest on the Original Note is (directly or indirectly): (i) secured by any interest in property used or to be used in such trade or business or payments in respect of such property; or (ii) derived from payments (whether or not to the City) in respect of property or borrowed money used or to be used in such a trade or business, all within the meaning of Section 141(a) of the Code.

7. During the term of the Original Note, and at all times prior to the date hereof, no private business use will be made or has been made of the Project, and no payments or security

will be made or furnished or has been made or furnished that would cause the Original Note to be a "private activity bond" within the meaning of Section 141 of the Code and applicable regulations.

8. The covenants of the City contained in the Tax Certificate is hereby ratified, confirmed and approved and shall continue to be binding upon the City as if set forth fully herein. This certificate is intended and is being delivered in order to meet the requirements of Section 148 of the Internal Revenue Code of 1986, as amended, and Treasury Regulation 1-148(2)(b).

IN WITNESS WHEREOF, the undersigned have hereunto set our hands this 19th day of April, 2022.

CITY OF WASHINGTON, STATE OF IOWA

By: _____
Mayor

City Clerk

CIG22

TAX EXEMPTION CERTIFICATE

CITY OF WASHINGTON, IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on April 4, 2012, by the City of Washington, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$3,000,000 Sewer Revenue Capital Loan Note, Series 2012B (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

"Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

"Bonds" means the \$3,000,000 aggregate principal amount of a Sewer Revenue Capital Loan Note of the Issuer issued in registered form pursuant to the Resolution.

"Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

"Bond Fund" means the Sinking Fund described in the Resolution.

"Bond Year", as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

"Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

"Certificate" means this Tax Exemption Certificate.

"Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

"Closing Date" means the date of Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

"Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

"Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

"Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

"Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

"Gross Proceeds", as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

"Gross Proceeds Funds" means the Reserve Fund, the Project Fund and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

"Issue Price", as defined in Regulation 1.148-1(b), means the initial offering price of the Bonds to the public (not including bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds were sold to the public. The Purchasers have certified the Issue Price to be not more than \$3,000,000.

"Issuer" means the City of Washington, State of Iowa.

"Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

"Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

"Proceeds", as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

"Project" means the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, as more fully described in the Resolution.

"Project Fund" means the fund established in the Resolution.

"Purchaser" means the Iowa Finance Authority, Des Moines, Iowa, constituting the initial purchaser of the Bonds from the Issuer.

"Rebate Amount" means the amount computed as described in this Certificate.

"Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

"Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

"Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

"Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

"Resolution" means the resolution of the Issuer adopted on February 21, 2012 authorizing the issuance of the Bonds.

"Sale Proceeds", as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

"Sinking Fund" means the Bond Fund.

"Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

"Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

"Verification Certificate" means the certificate attached to this Certificate as Exhibit A, establishing that the Purchaser will not reoffer or sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchaser as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to amounts reasonably required in a reserve fund, the expectations of the Issuer as to amounts necessary to provide for unforeseen financial difficulties, (6) with respect to Bond Yield, review of the Verification Certificate, and (7) with respect to the amount of governmental and Code Section 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the

representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141(a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be as other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in Section 6.1 hereof, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) Except for the \$16,300,000 Sewer Revenue Capital Loan Notes, Series 2012A, no bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds will be issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includable in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds.

(r) The Issuer has not employed a device in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

(s) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure Test set forth in Section 2.5(b) hereof and that not more than 50% of the Proceeds will be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds received at Closing are expected to be deposited and expended as follows:

- (a) \$37,875,000 representing costs of issuing the Bonds and the Initiation Fee for the Loan will be used within six months of the Closing Date to pay the

costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

- (b) \$2,962,125 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.2A Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.2A, the following terms shall have the meanings set forth below:

(i) "Official Intent" means a declaration of intent described under Regulation 1.105-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(ii) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(iii) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(iv) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(v) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(vi) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System.

Section 2.4 Facts Supporting Tax-Exemption Classification

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. Proceeds of the Bonds will be used for the purpose of paying costs of construction of certain improvements and extensions to the Sewer System Utility of the City. All of the financed facilities are owned by the City and are expected to be used by the public generally, including industrial users. There are no contractual arrangements or agreements between the City and any contributing industry using the Sewer System Utility, and there are no other lease, management contract or other similar arrangements with respect to the Sewer System Utility. Contributing industries using the Sewer System Utility may be or become subject to additional surcharges above the current user charges, depending on the strength and volume of the waste they generate. All such surcharges, however, are or will be imposed by virtue of City ordinances applicable to all entities meeting the standards set forth therein. No other charges or

payments will be imposed or paid to the City by any contributing industry for wastewater treatment services or Project-related construction and acquisition beyond those mandated by ordinance for certain classes of users.

No amount of Proceeds of the [Refunded] Bonds [were] [is] to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on

the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.000182 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions or exemptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If the Bonds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exceptions is as follows:

- Six Month Exception

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months and no other exemption applies, the Issuer will comply with the arbitrage rebate requirements of the Code.

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule and no other exemption applies, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue [minus the amount on deposit in the Reserve Fund]. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;

- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 3%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.7(b) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into

account in calculating the Rebate Amount if the annual gross earnings on the Bond Fund for such Bond Year are less than \$100,000 or if average annual debt service will not exceed \$2,500,000. However, should annual gross earnings exceed \$100,000 or should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the

Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(i) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds, or the Closing Date if different from the purchase date.

(ii) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an

amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if (1) the price at which such certificate of deposit is purchased or sold is the bona fide bid price quoted by a dealer who maintains an active secondary market in certificates of deposit of the same type or (2) if there is no active secondary market in such certificates of deposit, the certificate of deposit must have a yield (A) as high or higher than the yield on comparable obligations traded on an active secondary market, as certified by a dealer who maintains such a market, and (B) as high or higher than the yield available on comparable obligations of the United States Treasury.

(b) The certificate of deposit described in part 2(A) of paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Jim Earnest

City Clerk/Treasurer, City of Washington,
State of Iowa

(SEAL)

EXHIBIT A

VERIFICATION CERTIFICATE OF THE PURCHASER


The undersigned Executive Director of the Iowa Finance Authority (the "Purchaser"), hereby certifies as follows:

1. The Purchaser and the City of Washington, Iowa (the "Issuer"), have entered into a Loan and Disbursement Agreement (the "Agreement"), providing for the purchase of a \$3,000,000 Sewer Revenue Capital Loan Note, Series 2012B, of the City dated as of the date of delivery (the "Notes").
2. The Agreement is in full force and effect and has not been repealed, rescinded or amended.
3. The Purchaser hereby confirms that the Notes were purchased at par and will not be reoffered to the public, the terms of purchase being as follows:

<u>Principal Amount Issued</u>	<u>Principal Amount Sold</u>	<u>Interest Rate</u>	<u>Price (% of par) (do not include accrued interest)</u>
\$3,000,000	None	3.0%	100%

IN WITNESS WHEREOF, the Purchaser has caused this Verification Certificate to be executed by its duly authorized officer this 21st day of February, 2012.

IOWA FINANCE AUTHORITY

By: 
Its: Executive Director

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Washington, State of Iowa		2 Issuer's employer identification number (EIN) 42-6005318
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 215 E. Washington Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Washington, Iowa 52353		7 Date of issue April 19, 2022
8 Name of issue Sewer Revenue Capital Loan Notes, Series 2022		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ► Reissuance of Sewer Revenue Capital Loan Notes, Series 2012B	18 \$2,200,000.00
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2042	\$ 2,200,000.00	\$ 2,200,000.00	11.555 years	1.749262 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22 -0-
23 Issue price of entire issue (enter amount from line 21, column (b))	23 \$2,200,000.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24 -0-
25 Proceeds used for credit enhancement	25 -0-
26 Proceeds allocated to reasonably required reserve or replacement fund	26 -0-
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27 \$2,200,000.00
28 Proceeds used to refund prior taxable bonds. Complete Part V	28 -0-
29 Total (add lines 24 through 28)	29 \$2,200,000.00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 -0-

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	11.5550 years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	0.000 years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	06/01/2022
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	04/04/2012

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ see attached schedule
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____ <div style="text-align: right; margin-right: 100px;">Date <u>April 19, 2022</u></div>	Type or print name and title _____			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Jason L. Comisky				P00847442
	Firm's name ▶ Ahlers & Cooney, P.C.			Firm's EIN ▶	42-1323559
Firm's address ▶ 100 Court Avenue, Suite 600, Des Moines, Iowa 50309			Phone no. (515) 243-7611		

SCHEDULE I

TO

8038-G

City of Washington, Iowa
Sewer Revenue Capital Loan Notes, Series 2012B (reissuance)
EIN: 42-6005318

PART VI, Lines 38a-d

The Iowa Finance Authority (the "Authority") is the bondholder with respect to the above referenced bonds. The Authority may determine in the future to issue tax-exempt bonds that are master pool obligations and reimburse itself for the loan of the proceeds of the above referenced bonds. To the extent that the Authority issues such master pool obligations and reimburses itself from the proceeds of such master pool obligations for the loan of the proceeds of the above referenced bonds, such reimbursement will be made on the date of issue of such master pool obligations.

The EIN of the Iowa Finance Authority is 52-1699886.

RESOLUTION 2022-___

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR PERMANENT UTILITY EASEMENTS FOR UTILITY WORK FOR THE MSJ SUBDIVISION SEWER BORING PROJECT BETWEEN THE PROPERTY OWNERS LISTED BELOW AND THE CITY OF WASHINGTON, IOWA

Be it resolved by the City Council of the City of Washington, Iowa that:

The Mayor and City Clerk are authorized to enter into an “Agreement for Permanent Utility Easement for Utility Work” with the following property owners in the City of Washington, Iowa.

Property Owners:

- | | |
|-------------------------------------|-----------------------|
| • Donald K. and Carol E. Miller | Parcel ID: 1120354015 |
| • Benjamin E. and Jodi L. Williams | Parcel ID: 1120353004 |
| • Kirk N. and Sarah Bailey | Parcel ID: 1120353003 |
| • Richard D. and Janet L. Gallagher | Parcel ID: 1120355009 |
| • Jason and Melissa R. Westphal | Parcel ID: 1120353002 |
| • Jeffrey M. and Amy J. Vetter | Parcel ID: 1120355008 |

The City Council authorizes the Mayor and City Clerk to sign the agreement for temporary construction on behalf of the City.

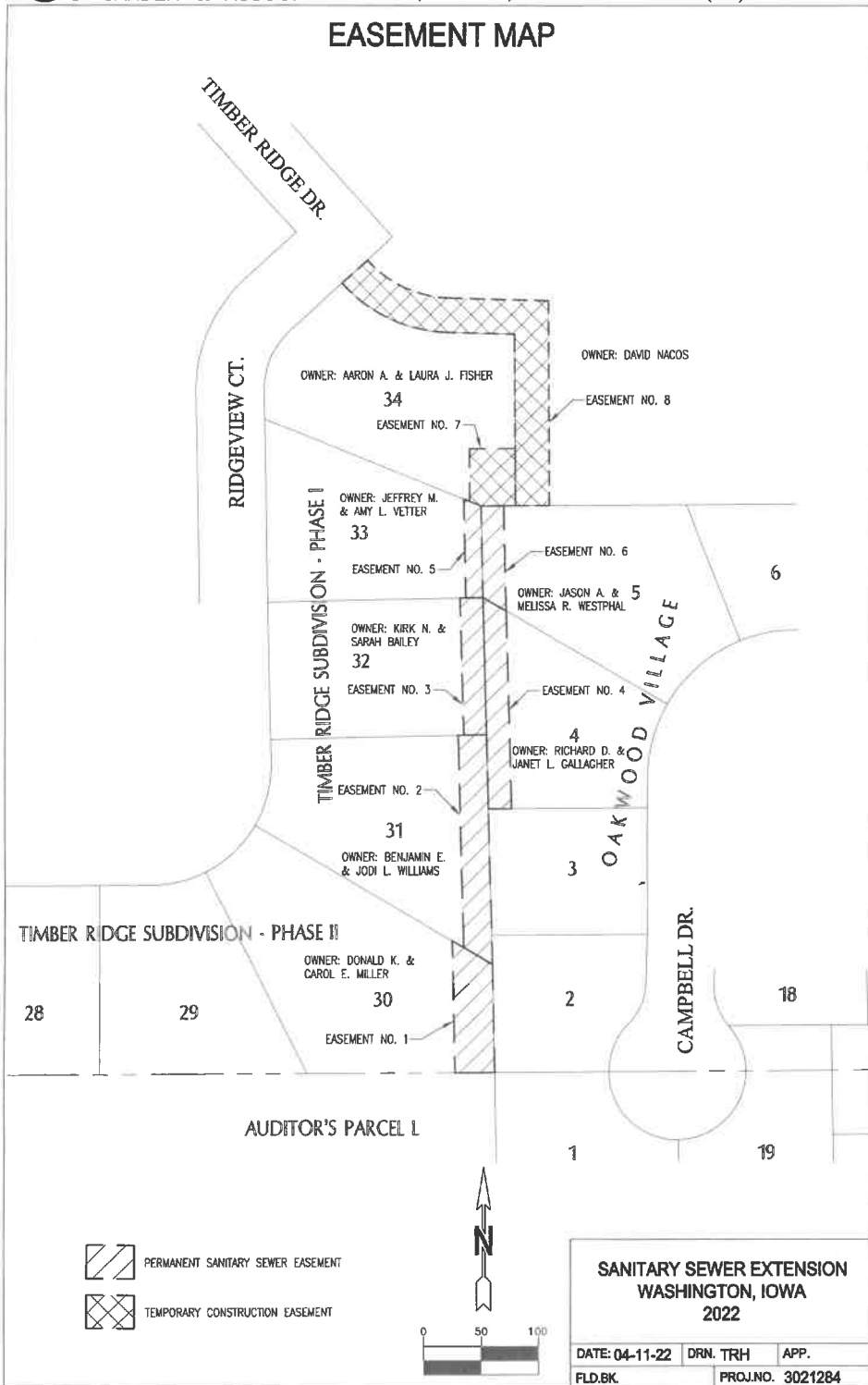
Passed and approved this ___ day of April, 2022.

Jaron Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

EASEMENT MAP



**SANITARY SEWER EXTENSION
WASHINGTON, IOWA
2022**

DATE: 04-11-22	DRN. TRH	APP.
FLD.BK.	PROJ.NO. 3021284	

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City
Administrator*



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

April 19, 2022

To: Mayor & City Council

From: Deanna McCusker
City Administrator

Re: Consideration of the Home Rehabilitation Block Grant Pilot Program

This pilot program is administered by the Home Program through Iowa Finance Authority. We need to submit a 2-page proposal by the end of April, which Tracey from ECICOG will assist with. The final application will be due later this year. This program is by invitation only and Debi Durham strongly suggested that Washington apply. The max amount that we can ask for is \$1M, but we are looking at asking for \$500,000 and it requires a 25% match, which can come from our LMI funds. It can be interior or exterior renovations. The grant is for cities that have made major improvements to their downtowns and now looking to improve the housing within a 2-3 block area of the downtown. Both owner occupied and rental units are eligible. This doesn't require a resolution by Council, but I wanted to get your permission to apply for the grant and allocate LMI funds for the match.

Sincerely,
Deanna McCusker
City Administrator

#FUNDEXCLUDEDWORKERS

Iowa

January 18, 2022

Washington City Council, Mayor, and Administrators

To Washington City Officials and Staff:

Essential workers risk their health and safety everyday to keep society running and to make sure everyone receives the things they need to survive - like food, shelter, education, transportation, and healthcare.

But in the last two years, too many value-producing frontline workers have been excluded from stimulus checks, childcare payments, and unemployment insurance, slowing down the economic recovery.

Thanks to the American Rescue Plan (ARPA), Washington now has more than one million dollars to address the negative economic and public health impacts of COVID-19. Permissible uses include direct aid to households and premium pay for essential workers.

We call on the city to invest Washington's ARPA dollars in an Excluded Workers Fund, to distribute \$1,400 in direct assistance to every Washington city resident who was excluded from previous rounds of pandemic relief.

Based on U.S. Census Bureau data, we estimate at least 140 excluded workers live in Washington city limits. Therefore, an Excluded Workers Fund must invest at least \$200,000 to support all of the workers who were left behind.

Since Washington has already received the first half of its \$1 million ARPA allotment, we call on the city to allocate \$200,000 to an Excluded Worker Fund now, to guarantee immediate relief for up to 140 excluded workers.

Like Johnson County, Iowa and other states such as New York, New Jersey, and Washington, the only eligibility requirements for a City of Washington, Iowa Excluded Workers Fund should be:

1. **Proof of identity** such as a passport, birth certificate, national ID card, government or nonprofit assistance letter.
2. **Proof of residency** in the city of Washington, such as any letter or document with the address and name listed.
3. **A self-certification of annual income** less than \$75,000 per individual.
4. **A self-certification of exclusion** from previous pandemic relief such as unemployment insurance or stimulus checks.

This is more than just the right and just thing to do. According to the Economic Policy Institute and Common Good Iowa, every "\$1 increase in compensation to low-wage workers leads to a \$1.20 increase in economic activity," plus 6.4% in new sales tax revenue.

A \$200,000 investment in excluded workers would produce \$240,000 in economic stimulus to the local economy, plus \$12,800 in new sales tax revenue.

Our organization will work with you to connect excluded workers with the new program. Together, we can deliver effective and efficient relief to the people in our community who work the hardest and need it the most.

Signed,

Areli Espinosa, Benito Herrera, Nila Herrera, Escucha Mi Voz Washington members

Rev. Bernie Weir, St. James Catholic Church

Rev. Nick Stoddard, pastor, Washington Mennonite Church

Bethany Glinsmann-Vittetoe, Latinos Por Washington

Luke Hertzler, Jane Noble Davis, Martha Sherman, Lyn Thomas, Carol Ray, Washington for Justice members

Roger Farmer, Chairman, Washington Mennonite Church Outreach and Service Committee

Tim Widmer, member, Washington Mennonite Church Outreach and Service Committee

Jon Widmer, member, Washington Mennonite Church Outreach and Service Committee

Carol Detweiler, member, Washington Mennonite Church Outreach and Service Committee

Tim Detweiler, Washington Mennonite Church

Martha Graber, Washington Mennonite Church

Myron Graber, Washington Mennonite Church

Erika Detweiler, Washington Mennonite Church

Craig Davis, Washington resident

Eric Schmitt, Washington resident

Heidi Schmitt, Washington resident

Katie Lujan, Washington resident

Melissa Turner, Washington resident

Tony Turner, Washington resident

Erin Kaye, Washington resident

Diana Flannery, Washington resident

Ryan Flannery, Washington resident

Gwen Flannery, Washington resident

-

Kathy Salazar, Washington resident

City Council Approval Memo for concrete patch replacement.

The M/C department is wanting to sub out some street patchwork where previous excavations for different reasons took place. With the workload this year including constructing new water & sewer mains for the future Redlinger subdivision, it is near impossible to get caught up with patchwork.

We only have 10 total personnel at M/C instead of the 12 we used to have over a decade ago. This makes it difficult to get tasks completed especially when we are spending a lot of time on maintenance. New constructions get halted when emergencies pop up and limited resources don't allow us to continue on more than one big project. Thus keeping us from staying on track with the construction projects such as sewer and water main installations. We also get pulled away from our daily tasks to assist other departments, which is not a big issue as we are all one team.

We have contracted this patchwork out a few times over the past five years. This year I have received 3 quotes out of the 5 I reached out to. Coleman Construction, Bruty Construction & DCJ Construction. This includes 13 locations, all previous excavations except the intersection of F Ave & West 2nd St. Totaling 7,700 sq ft including 264 ft of curb. Bids were due 4/8/22 so they could go before the Council on 4/19/22 to have this considered and approved. Start date would be after school is concluded, around June 1.

You can see the quotes as Coleman Construction has the low bid. After considering this request, I would like to get the approval to move ahead with giving Coleman Construction the opportunity to move forward with the concrete patch work I have compiled.

I will be present on April 19 to answer any questions you might have.

Thank you

COLEMAN CONSTRUCTION, INC.

ESTIMATE 3288

206 S Huntsberry Street
Winfield, IA 52659
Phone: (319) 330-9988

Date: 4-5- 2022

TO: City of Washington

Attn: J J Bell

QTY	DESCRIPTION	UNIT PRICE	TOTAL
7,700 SF	Pour street with M4 concrete, grade and replace with 7" depth		\$53,580.00
264 FT	Curb		\$4,490.00
2			
	Any fill rock extra		
	NO SALT ON FLOOR FOR TWO YEARS		
		TOTAL	\$58,070.00

**DCJ Concrete & General
Construction**

320 West Van Buren Washington,
IA 52523
319-460-0408



PREPARED FOR: City of
Washington
Maintenance & Construction Dept
515 East 6th St
Washington, IA 52353

PREPARED DATE:
March 28th, 2022.

ITEM	QTY	PRICE	TOTAL
North Ave F-West 2nd St Intersection/ SQ FT 2,884 Curb 141 ft		\$71,368.00	\$71,368.00
414 West 2nd St 13ft x 6ft/ SQ FT 78 Curb 7 ft/drive approach			
414 West 2nd St driveway 7ft x 5ft/ SQ FT 35			
1000 block North 8th Ave 61ft x 10ft/ SQ FT 610 Curb 22 ft			
North 8th Ave-East 9th St 21ft x 8ft/ SQ FT 168			
715 North 8th Ave 12x6/21x8/8x3ft/ SQ FT 264			
711 North 8th Ave 8ft x 17ft/ SQ FT 136			
700 block East 7th St 9ft x 20ft/ SQ FT 180			
North 14th Ave-East 2nd St 17ft x 24/6 ft x 9 ft/ SQ FT 462 west patch (intersection only)			
1208 East 2nd St 12ft x 13ft/ SQ FT 156 Curb 13 ft			
South 2nd Ave-East Van Buren 12.6ft x 12ft/11x4 SQ FT 194 Curb 11 ft			
300 block West Van Buren 15ft x 11ft/19x5/32x15/ SQ FT 740 Curb 43 ft			
North 6th Ave-East 7th St 31ft x 8ft/ 61x21/8x8/20x10 SQ FT 1,793 Curb 27ft			

*Concrete tear-out, labor, concrete and material included.

*50% deposit to start work on the project, with the balance due upon the completion of the project.

Total : \$ 71,368.00

BID/ESTIMATE

Greg Bruty Construction, LLC

701 East 14th Street

Washington, IA 52353

319-461-4808

greg.bruty@gmail.com

DATE: MARCH 23, 2022

BID/ESTIMATE TO:

JOB SITE:

City of Washington

DESCRIPTION	AMOUNT
\$9.72 sq. ft for 7" street paving	
\$21.00 linear ft. for 6" curb	
**Fill, rock & placing extra – if needed	
7,700 sq. ft. of street @ \$9.72	\$74,844.00
264' x 6" curb @ \$21.00	\$5,544.00
TOTAL BID/ESTIMATE	\$80,388.00

Thank you for the opportunity to bid on your job!

*Deanna McCusker, City
Administrator
Jaron Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney*



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

Please see information below on Mower for Parks Dept.

New Parks Mower FY23

Sinclair Tractor – Washington, IA	Morning Sun implement – Morning sun
2022 John Deere Z994R 28HP Diesel mower \$14,092	2022 Kubota commercial ZTR 28HP diesel mower \$16,852
Trade in of 2017 mower \$2,100	Trade in of 2017 John Deere mower \$2,400
	Minus incentives \$1,152
Total mower price = \$11,992	Total mower price = 13,300

Parks board and Council have budgeted \$14,000 towards a new mower in FY23.

I would recommend approving of the John Deere mower. We would like to get this ordered as soon as possible as supply chain issues etc. they have a long lead time and hope to have it delivered mid July. If you have any questions please let me know.

Thanks,

Nick Pacha

Deanna McCusker, City Administrator
Jaron Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Nick Pacha, Parks Superintendent



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Prairie partners seeds Grant with the Iowa Department of Natural Resources

The City of Washington would like to partner with the IDNR Prairie partners program to establish native prairie and wildflowers at our Wellness Park located at 1203 N. Ave E. This would help create a beautiful park setting with great visual looks while helping wildlife and reducing maintenance. We are partnering with the IDNR and Wash. Co. Conservation with this project. WCCB will be helping plant the seed. IDNR has a 50% cost share program.

Leopold #2 forb mix (40seed/sq ft. /acre) (IA Eco) --	5 Acres	- \$330.0/Acre	- \$1,650.00
CP25 Tallgrass Mesic 20/20 ---	12 Acres	- \$170/ Acre	\$2,040.00
CP25 30/10 Standard Mesic ---	3 Acres	- \$145.00/Acre	\$435.00
			Total = \$4,125.00

Iowa DNR Prairie Partner program = \$2,062.50

City of Washington = \$2,062.50

*City of Washington is Tax exempt government entity.

Thank you,

Nick Pacha

Parks Superintendent

319-321-4886

npacha@washingtioniowa.gov

PRAIRIE PARTNERS COST-SHARE PROGRAM AGREEMENT

An AGREEMENT made this 6th day of April 6, 2022, between the Iowa Department of Natural Resources (DNR) and The City of Washington Iowa.
(Cooperator)

It is mutually agreed as follows:

1. Purpose

The purpose of this agreement is to provide technical and financial assistance to landowners that agree to establish wildlife habitat on their land.

2. Description

The Cooperator agrees to establish wildlife habitat in accordance with the establishment specifications described below:

Establishing native grassland species

- A. The native grass establishment area will be as designated on the attached aerial map.
 - a. No till method will be used, unless otherwise specified by the DNR
- B. Field prep:
 - a. Mow or burn prior to chemical burn down.
 - b. Chemical burn down should be done when existing vegetation is actively growing.
 - i. Rates per acre for burn down
 - 1. 2 quarts round up
- C. Planting
 - a. Seed shall be drill uniformly at a depth of 1/8 to 1/4 inches.
 - b. Planting dates
 - i. Spring planting – March 1 to June 30.
 - ii. Dormant planting – November to freeze up.
 - iii. Frost seeding – February 1- March 15
- D. Weed control must be maintained during establishment period.
 - a. Site shall be mowed just above native seedlings – about 8 inches; usually 3- or 4-times initial year and a minimum of 2 times the second year.
- E. The designated area will remain in native grasses and forbs for the duration of the contract.

Acres to be established – ~20.0

Legal description of site is Township: Washington County: Washington

Section(s) – 4

3. Seeding Specifications – Leopold # 2 Forb mix (Iowa Ecotype), CP-25 Tall Mesic 20-20, CP-25 30-10 Standard Mesic

4. Payment

The DNR shall issue a Prairie Partners Cost-Share Voucher to the Cooperator for 50% of the estimated cost of the seed as specified in #4.

Estimated cost of seed is: \$ 4125.00

DNR voucher amount is: \$ 2062.50 Cooperator: 2062.50 \$ Shipping- \$ 0

Indemnification Clause

The Cooperator agrees to jointly and severally indemnify and hold the DNR, its successors and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the DNR may incur or sustain by reason of the failure of the Cooperator to fully perform and comply with the terms and obligations of this agreement.

5. Assignment

This agreement may not be assigned or transferred by either party to this contract without the prior written consent of the other party.

6. Compliance with Laws

Cooperator agrees that during the duration of and as a condition of the state's duty to perform under the terms of this contract that it will be in compliance with all applicable laws and regulations of the state and federal government.

7. Integration

This agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this contract are nonbinding, void, and of no effect. Neither party has relied on such prior representation in entering into this agreement.

8. Termination Due to Lack of funds or Change in Law

The DNR shall have the right to terminate this contract without penalty and at any time if:
 a) adequate funding is not appropriated or granted to allow DNR to fulfill its obligations,
 b) funds are de-appropriated or not allocated, c) the DNR's authorization to operate or participate is withdrawn, or d) the DNR's duties are substantially modified.

9. Violations

Violation of the contract by the Cooperator shall be reason for the Department to cancel the contract. The Cooperator, in violation of the contract terms, shall reimburse the Department a pro-rated amount of the payments received. Violation will include failure to adhere to the establishment specification described above or failure to maintain the habitat practice for the entire length of this agreement.

This agreement is now being executed by the parties and shall remaining in effect for a period of 10 years, beginning the 6th day of April 2022, and ending the 6th day of April, 2032.

IOWA DEPARTMENT OF NATURAL RESOURCES

COOPERATOR

	X	x	
(Prepared by Signature)	(Signature)	(Date)	
	x		
(Date)		(Cooperator Name)	
	x		
(Signature)		(Address)	
(Date)	(City)	(State)	(Zip Code)



2022 Prairie Partners Cost-Share Program

Voucher # 250

City of Washington Iowa
215 East Washington Street
Washington Iowa 52353



This voucher is issued to the above landowner

County: Washington

Phone: 319-653-6584

I.N.S.G.A.

This voucher is worth \$2062.50

Iowa Native Seed
Growers Assoc.

Shipping and sales tax are the responsibility of the landowner.

Issued by Kevin W. Andersen

2022 Prairie Partners Cost-Share Program Voucher

Date of Order _____

Dealer Invoice Number _____

Notes 12.0-acre CP-25 Tallgrass Mesic, 5.0 acres Leopold #2 Forb mix, 3.0 acres CP-25
30/10 Standard Mesic

The "Habitat check-off program" and the partnership between the Iowa Native Seed Growers Association, Iowa DNR, and Pheasants Forever has made this voucher program possible. Please support the Iowa dealers that have contributed to this fund. This voucher must be redeemed from the Iowa dealers that have contributed to this fund listed below.

Allendan Seed Co.
1966 175th Lane
Winterset, IA 50273
515-462-1241

Custom Seed Services
66 Main St.
Panama, IA 51562
712-489-2430

Ion Exchange
1878 Old Mission Drive
Harpers Ferry, IA 52146
563-535-7231

Osenbaugh Grass Seeds
11009 542nd Street
Lucas, IA 50151
1-800-LUCAS88

Swanson Seed Farm
64905 190th Street
Nevada, IA 50201
515-382-6120

Pheasants Forever
2880 Thunder Rd.
Hopkinton, IA 52237
319-240-4075

*Deanna McCusker, City
Administrator
Jaron Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Nick Pacha, Parks
Superintendent*



City of Washington
215 East Washington Street
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MEMO

RE: Main Pavilion roof/stone work + 1 shelter

We would like to put a new metal roof on the main pavilion at Sunset park. The current shingled roof is in very bad shape and most likely leaking and may need some plywood repair. In the past I have used some regular budgeted money out of the current fiscal year towards the end of the year to put metal on the other pavilions around Sunset Park as money allows. This has helped the longevity of the shelters and makes a very nice clean look. I have purposely not done the main pavilion as we had originally planned on doing a major remodel on it in FY21. We did have money budgeted for that (around \$60,000 I believe) but that was shifted to the Wellness park to help make phase 2 happen. Last fall we painted the pavilion ceiling and exterior fence and have plans to possibly put faux stone on the outside (done in house) if budget money allows soon.

I think with the main focus on improvements and additions at the Wellness park going forward the main shelter roof and faux stone work would make the Main pavilion look good for quite a long time.

I received 2 bids to do the roof. The low bid was BW construction of \$5,750 to do the metal roof for the main pavilion. The other bid was Brenneman Builders \$5,975

The other small shelter is near the Rocket slide RR. Again this shingle roof is bad and needs repair. To save budget I can wait on this until after July 1 for the FY23 budget. The low bid on this was BW Construction for \$1,600. Brenneman builders bid is \$1,930

Thank you,

Nick Pacha

Parks Superintendent

319-321-4886

npacha@washingtioniowa.gov



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

To City of Washington, Iowa	From (Contractor): Delong Construction, Inc.	Application Date: 3/14/2022
Project: West Buchanan Street Paving & Reconstruction - Washington, Iowa	Contract: West Buchanan Street Paving & Reconstruction Washington, Iowa	Application Period: 3/5/21 - 4/8/22
Owner's Contract No.: STBG-SWAP-8140(612)-SG-92	Contractor's Project No.: _____	Via (Engineer): Garden & Associates, LTD.
		Engineer's Project No.: 5020201

Application For Payment Change Order Summary

Contract Working Day Summary:

Original Contract Time:	90
Added by Change Order:	_____
Contract Time To Date:	90
Working Days Used to Date:	0
Working Days Remaining:	90

Approved Change Orders Number	Additions	Deductions
1		\$61,871.35
TOTALS		\$61,871.35
NET CHANGE BY CHANGE ORDERS		-\$61,871.35

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,712,167.30
2. Net change by Change Orders.....	\$	-\$61,871.35
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,650,295.95
4. TOTAL COMPLETED AND STORED TO DATE (Work from Progress Estimates).....	\$	\$570,017.19
5. RETAINAGE:		
a. 3% X \$498,489.00 Work Completed.....	\$	\$14,954.67
b. 3% X \$71,528.19 Stored Material.....	\$	\$2,145.85
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$17,100.52
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$552,916.67
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$520,387.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$32,529.67
9. BALANCE TO FINISH, PLUS RETAINAGE (Column C total on Progress Estimates + Line 5.c above).....	\$	\$1,097,379.28

Contractor's Certification

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

Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$332,529.67 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Contractor Signature _____ Date: _____

Pay Application No. 4
 West Buchanan Street Paving & Reconstruction
 Washington, Iowa
 Project Number: STBG-SMAR-8140(612)--S6-92
 76 2692-0000300 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE - 9 IN. DIA.
 77 2692-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE
 78 2692-0010010 MOBILIZATION, EROSION CONTROL

Delong Construction, Inc.
 Stored Materials

Project Number	Description	Unit	Quantity	Unit Price	Amount	Payment Method	Subcontractor
76	2692-0000300 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE - 9 IN. DIA.	LF	3098	455	\$2,200	465	\$1,023.00
77	2692-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	3098	0	\$0.00	0	\$0.00
78	2692-0010010 MOBILIZATION, EROSION CONTROL	EACH	5	1	\$500.00	1	\$500.00
		LS	1	1	\$1.00	1	\$1.00
				1	9,188.79		\$9,188.79
						62,339.40	\$62,339.40
						71,528.19	\$71,528.19
Totals					\$292,440.99		\$277,578.20

IDOT		Washington	
Total Completed to Date	\$292,440.99	\$277,578.20	\$579,017.19
Amount Retained @ 3% (Max. \$30,000)	\$8,773.23	\$8,327.29	\$17,100.52
Total Due Contractor	\$283,667.76	\$269,248.91	\$552,916.67
Less Previous Payments	\$253,699.80	\$266,777.20	\$520,387.00
Amount Due Contractor this Application	\$30,057.96	\$2,471.71	\$32,529.67
IDOT Withholding 5%	\$1,502.90		
City Share This Application	\$28,555.06	\$2,471.71	\$31,026.78

IDOT Reimbursement	
Eligible Amount	\$283,667.76 (Div. 1)
IDOT Withholding 5%	\$14,183.39
Subtotal This Request	\$269,484.37
Less Previously Reimbursed	\$200,929.31
Amount to be Reimbursed This Application	\$28,555.06

Doc Express® Document Signing History

Contract: 92-8140-612 Document: EST004

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far:

Date	Signed By
04/14/2022	Jack Pope Garden & Associates LTD Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))

ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA, 2020, BY REPEALING ORDINANCE NO. 1105 DECLARING SURPLUS CERTAIN PROPERTIES AND PROVIDING FOR THEIR DISPOSAL

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

SECTION 1. Ordinance No. 1105 of the City of Washington, Iowa, 2020, is hereby repealed in its entirety as follows:

Ordinance No. 1105, An Ordinance Declaring Surplus Certain Properties and Providing For Their Disposal Thereof is hereby repealed in its entirety.

ORDINANCE NO. 1105

~~AN ORDINANCE DECLARING SUPLUS CERTAIN PROPERTIES AND PROVIDING FOR THEIR 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 to consider declaring surplus properties generally described as:~~

~~“The East 133.98 feet of the North 30 feet of the platted East Adams Street located South of and adjacent to Lot 1 of Prairie Ridge Subdivision, Washington, Washington County, Iowa. Containing 4,019.40 square feet more less.” And “The East 134.22 feet of the South 30 feet of the platted East Madison Street located North of and adjacent to Lot 5 of Prairie Ridge Subdivision, Washington, Washington County, Iowa. Containing 4,026.60 square feet more or less.”~~

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

~~SECTION 3. That said properties are hereby declared surplus.~~

~~SECTION 4. Following property notice, the City will dispose of these properties by consideration of the passage of a Resolution transferring it to the adjacent land owner.~~

~~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 16th day of June, 2020

Jaron P. Rosien, Mayor

ATTEST:

~~Illa Earnest, City Clerk~~

~~06-16-20 Approved on First Reading~~

~~06-16-20 Approved on Second Reading~~

~~06-16-20 Approved on Third and Final Reading~~

~~I certify that the foregoing was published as Ordinance No. 1105 on the 25th day of June, 2020.~~

~~Illa Earnest, City Clerk~~

~~Published on June 25, 2020~~

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2022.

3-15-2022 Approved on First Reading

4-5-2022 Approved on Second Reading

_____ Approved on Third and Final Reading

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk