



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE NICOLA-STOUFER ROOM.
PUBLIC LIBRARY AT 115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, AUGUST 7, 2018

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, August 7, 2018 to be approved as proposed or amended.

Consent:

1. Council Minutes July 17, 2018
2. Council Minutes July 24, 2018
3. Garden & Associates, E. Washington St. Sidewalk Extension Plan, \$3,557.05
4. Garden & Associates, Survey for Right-of -Way E. Adams St. & E. Madison St. \$2,080.85
5. Bolton & Menk, Airport Taxilane for Fueling, \$13,386.50
6. IMWCA, Installment #1, \$7,080.00
7. Terracon, Fire Station Building Project, \$937.25
8. Main Street Washington, Annual Pledge, \$20,000.00
9. YMCA of Washington County, 2018 Aquatics Center Management Fee, \$6,800.00
10. Kevin D. Olson, Professional Services, \$1,534.80
11. City Construction, Fire Station Project, Phase I Renovations, \$23,170.50
12. Lebowski's, 1601 E. Washington Street, Catering Privilege, Class C Liquor License (LC) (Commercial), Outdoor Service, Sunday Sales, **(renewal)**
13. Department Reports

Consent – Other:

1. MSA Professional Services, Wellness Park Phase I - Design and Bidding, \$3,600.00
2. DeLong Construction, Wellness Park Grading & Utilities, \$193,925.40

Claims & Financial Reports:

1. Claims for August 7, 2018
2. Financial Reports – June, 2018
3. Fiscal Year 2018 Transfers - Total

SPECIAL PRESENTATION

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

UNFINISHED BUSINESS

PUBLIC HEARING

Redevelopment Agreement with PamPanm, LLC for 123 E. 2nd Street.

NEW BUSINESS

1. Discussion and Consideration of a Resolution Approving a Redevelopment Agreement with PamPanm, LLC for 123 E. 2nd Street.
2. Discussion and Consideration of Affirm Mayoral Appointment to Board of Adjustment and Library Board.
3. Discussion and Consideration of Police Chief Vehicle.
4. Discussion and Consideration of an Agreement for Geotechnical Services with Terracon (Wellness Park)
5. Discussion and Consideration of an Agreement for Architectural Services with Martin Gardner Architects (Woodlawn Cemetery Shelter)
6. Discussion and Consideration of Change Order #3, Well #6 Improvements Project.
7. Discussion and Consideration of a Resolution Supporting a Traffic Engineering Assistance Program Study (E. Washington Street and S. 12th Avenue Intersection)
8. Discussion and Consideration of a Resolution Adopting a Revised Treatment Agreement with Iowa Renewable Energy.
9. Discussion and Consideration of a Resolution Amending Contract for Operation of 28E Recycling Center.
10. Discussion and Consideration of a Resolution Establishing Local Option Sales Tax Debt Service Funds & Renumbering an Existing Fund.
11. Discussion and Consideration of a Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving Paying Agent, Bond Registrar, and Transfer Agent Agreements and Authorizing Execution of the Agreements (2018B LOSST Revenue Bond Issue)
12. Discussion and Consideration of a Resolution Authorizing the Issuance, Approval of Tax Exemption Certificate, and Approval of Continuing Disclosure Certificate (2018B LOSST Revenue Bond Issuance)
13. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer.

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

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

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 07-17-2018

Mayor Rosien gave the oath of office to Danielle Pettit-Majewski, winner of the Special Election to fill the Ward 1 council seat.

The Council of the City of Washington, Iowa, met in Regular Session in the Nicola-Stoufer Room, Washington Free Public Library, 115 West Washington Street on July 17, 2018 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Absent: none.

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, July 17, 2018 be approved as proposed. Motion carried.

Consent:

1. Council Minutes July 3, 2018
2. G & R Miller Construction, Fire Station Utilities & Grading, Phase I, \$17,378.59
3. MSA Professional Services, WEDG Regional Trails & Recreation Plan, \$20,000.00
4. MSA Professional Services, Wellness Park Phase I Design & Bidding, \$5,400.00
5. Spark Consulting, West Side Residential Historic District National Register Nomination, \$1,577.53
6. A & R Land Services, E. Adams St. Improvement Project, \$243.70
7. A & R Land Services, ROW Services for Pamida Sewer Project, \$150.00
8. Iowa Association of Municipal Utilities, SASSO July 2018-June 2019, \$4,993.27
9. Fox Engineering, City Hall Interceptor Reroute, \$9,329.48
10. Fox Engineering, SE Basin I & I Reduction, \$4,168.00
11. Fox Engineering, S. Elevated Water Storage Tank Improvements, \$801.00
12. Fox Engineering, WWTP Nutrient Reduction Strategy, \$1,885.50
13. Fox Engineering, Water Treatment Plant Improvements, \$21,598.25
14. Fox Engineering, Well #6 Pump Replacement, \$570.00
15. Iowa Communities Assurance Pool, \$131,336.62
16. PAWS & More Animal Shelter, Animal Services (April-June 2018), \$4,500.00
17. Design Alliance, Washington Fire Station Project, \$20,750.16
18. WEDG, 2018 Pledge, \$22,287.00
19. Corner Stop, 100 E. Madison Street, Class C Beer Permit (BC), Class B Native Wine Permit, Sunday Sales, **(new owner)**
20. Corner Stop, 100 E. Madison Street, Cigarette, Tobacco/Nicotine/Vapor Permit **(new owner)**
21. Mi Pueblo Real #2, Class C Liquor License (LC) (Commercial), Sunday Sales, **(renewal)**
22. Department Reports

Consent – Other:

DeLong Construction, House Demolition (202 E. Jefferson, 208 E. Jefferson, 302 S. 2nd, 1218 N. 2nd) per Lump Sum Quoted Price, \$19,000.00

Councilor Gault requested that item 4 be removed from the consent agenda.

Motion by DeLong, seconded by Gault, to approve the consent agenda items 1-3 and 5-22. Motion carried.

Motion by DeLong, seconded by Moore, to approve consent agenda item #4. Motion carried. Gault voted “no”.

Motion by Moore, seconded by Youngquist, to approve payment of Consent – Other. Motion carried. DeLong abstained with conflict.

Motion by DeLong, seconded by Gault, to approve payment of the claims as presented. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski to approve the request from the Library to close the alley behind the Library on July 27 from 4:45 p.m. to 8:00 p.m. Motion carried.

Presentations from the public:

Evie Richardson, 504 S. Ave. B, to comment on problems with fireworks around the July 4th holiday and urged council to ban all fireworks in Washington.

Mark Kendall, Washington resident, addressed council in opposition to the new fire station project funding source.

Tony Crile, UP Home resident, rose in opposition to fireworks in Washington and urged a ban on all fireworks in town.

Motion by DeLong, seconded by Gault, to approve the Preliminary Resolution for E. Washington Street Sidewalk. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-089)**

Motion by Youngquist, seconded by Pettit-Majewski, to affirm the Mayoral Appointment of Sandra Johnson to a three year term on the Historic Preservation Commission. Motion carried.

Bids received for Grapples for M/C Endloaders:

#2. Altorfer MDS GF-WLQ-5	5 Tine Grapple	\$ 5,285.00
#2. Altorfer MDS GF-WLR-5	5 Tine Grapple	<u>\$10,105.00</u>
		\$15,390.00 +shipping
#1 Paladdin Altorfer JRB bucket (John Deere loader)		\$6,856.00
#1 Paladdin Fusion bucket (CAT loader)		\$7,411.00
		<u>\$500.00 for shipping.</u>
		\$14,767.00

Motion by Youngquist, seconded by Moore, to approve purchase of two grapples not to exceed \$14,767.00. Motion carried.

Bids received for Tree Bid #5 Removal of Hazardous Ash Trees:

	Group 5A	Group 5B	Group 5C	Total
Midwest Tree Service	\$9,000.00	\$7,000.00	\$ 8,000.00	\$24,000.00
Brown Tree Service	\$6,900.00	\$6,100.00	\$ 7,450.00	\$20,450.00

Hairy Tree Care	\$7,500.25	\$6,462.75	\$10,144.00	\$24,107.00
Sigourney Treecare, LLC	\$8,805.00	\$9,000.00	\$12,800.00	\$30,605.00
Trent Greiner Logging	-	-	\$14,750.00	\$14,750.00

Motion by DeLong, seconded by Gault, to approve the bid from Brown Tree Service for \$20,450.00. Motion carried.

Bids received for the ADA Sidewalk Repair Along 4th Avenue:

Coleman Construction:		ZConcrete	
City:	\$ 7,051.88	City:	\$ 7,302.80
School:	\$11,354.20	School:	\$11,354.20
Homeowner:	\$ 880.00	Homeowner:	\$ 880.00
Total:	\$19,286.08	Total:	\$19,537.00

Motion by DeLong, seconded by Gault, to approve the bid from Coleman Construction in the amount of \$19,286.08. Motion carried.

Mayor Rosien announced that now is the time for the Public Hearing on Proposal to Dispose of an Interest in Real Property Generally Referred to 1218 N. 2nd Avenue.

No written or oral objections were received.

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

Motion by Youngquist, seconded by Moore, to approve the Resolution Approving a Land Exchange Agreement by and between the City of Washington, Dalhaze Development, LLC and MSJ, LLC. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-090)**

Motion by Gault, seconded by Moore, to approve the S. Water Tower Change Order #1 in the net amount of \$8,254.00. Motion carried.

Motion by DeLong, seconded by Gault, to approve the Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-091)**

Motion by DeLong, seconded by Gault, that the Regular Session held at 6:00 P.M., Tuesday, July 17, 2018, be adjourned. Motion carried.

Illa Earnest, City Clerk

Council Minutes 07-24-2018

The Council of the City of Washington, Iowa, met in Special/Work Session in the Nicola-Stoufer Room, Washington Free Public Library, 115 West Washington Street on July 24, 2018 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Absent: Youngquist.

Motion by Gault, seconded by DeLong, that the agenda for the Special/Work Session to be held at 6:00 P.M., Tuesday, July 24, 2018 be approved as proposed. Motion carried.

Presentations from the Public: Nayeli Hernandez, 910 Paradise Dr., came before council to ask permission to block the street for a birthday party on Sunday, August 5 from 3:00 to 7:00. Permission was granted by council.

Mayor Rosien announced that now is the time for the public hearing on Plans, Specifications, Form of Contract and Estimate of Costs for the Fire Station Building Construction Project.

No written or oral objections were received.

Motion by Gault, seconded by DeLong, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: Youngquist (absent). Motion carried.

Motion by DeLong, seconded by Stigers, to approve the Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Costs for the Fire Station Building Construction Project. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: Youngquist (absent). Motion carried. **(Resolution No. 2018-092)**

Motion by DeLong, seconded by Gault, to affirm the mayoral appointment of Elaine Moore and Merle Hagie to the Administrative Hearing Panel. Motion carried.

Motion by Gault, seconded by Moore, to approve the Resolution Directing Acceptance of a Proposal to Purchase \$1,845,000 (Dollar Amount Subject to Change) Local Option Sales and Services Tax Revenue Bonds, Series 2018B. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: Youngquist (absent). Motion carried. **(Resolution No. 2018-093)**

Motion by DeLong, seconded by Stigers, to approve as amended the Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. (302 E. Jefferson Street was struck from the resolution). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: Youngquist (absent). Motion carried. **(Resolution No. 2018-094)**

Motion by Pettit-Majewski, seconded by Gault, to approve the Resolution Setting a Public Hearing for August 7 on the Proposal to Enter Into a Development Agreement with PamPanm, LLC for Redevelopment of 123 Second Street. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers. Nays: Youngquist (absent). Motion carried. **(Resolution No. 2018-095)**

Motion by Gault, seconded by Stigers, that the Special/Work Session held at 6:00 P.M., Tuesday, July 24, 2018, be adjourned. Motion carried.

Illa Earnest, City Clerk



Real People. Real Solutions.

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

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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

June 29, 2018
 Project No: T51.115132
 Invoice No: 0219955

Washington Airport/Taxilane for Fuelling

Design and Construct Taxilane for Fueling Access

Design Phase (001)
 Preliminary Layout, Design Survey, Soils Report and Design - Ready for Bidding

Fee			
Total Fee	43,120.00		
Percent Complete	92.50	Total Earned	39,886.00
		Previous Fee Billing	27,985.00
		Current Fee Billing	11,901.00
		Total Fee	11,901.00
		Total this Task	\$11,901.00

Grant Administration (003)
 Assist with Grant Application, Grant Administration, DBE and Project Closeout

Fee			
Total Fee	5,630.00		
Percent Complete	85.00	Total Earned	4,785.50
		Previous Fee Billing	3,300.00
		Current Fee Billing	1,485.50
		Total Fee	1,485.50
		Total this Task	\$1,485.50

Total this Invoice \$13,386.50

301-6-6000-6793
 002-6-2000 Initials *JE*
 EXP. *ANAP Taxiway Fuel*
 Vender # _____ Date Rec. *7-20-18*
 Due Date _____ Inv # _____

INVOICE

INV69796

IMWCA

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

500 SW 7TH STREET, SUITE 101
DES MOINES, IA 50309-4506
PHONE: 800-257-2708

DATE

7/1/2018

PAGE:

1

Washington, City of
215 E Washington

Mbr No: 0706 Member Name:
Washington, City of

Washington IA 52353

Please remit payment to: IMWCA, P.O. Box 310009, Des Moines, IA 50331-0009

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL1	Installment 1 - Work Comp Prem 18-19			7,080.00	\$7,080.00

This invoice is due on August 1, 2018.

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

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

Subtotal \$7,080.00
Bond Credit \$0.00
Misc \$0.00
Total \$7,080.00

Thank You



INVOICE

2640 12th St SW
Cedar Rapids, IA 52404-3440
319-366-8321

Project Mgr: Tom Lisi

Project: Washington Fire Station
215 East Washington Street
Washington, IA

To: City of Washington, IA
Attn: Brent Hinson
215 E. Washington Street
PO Box 516
Washington, IA 52353

REMIT TO:	
Invoice Number: TA80310	
Terracon Consultants, Inc.	
PO Box 959673	
St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	06181141
Billed to Date:	\$937.25
Invoice Date:	7/16/2018
Services Through:	7/07/2018

If you have any questions regarding this invoice, please call (319) 366-8321.

Date	Report	Description of Services	Quantity	Rate	Total
TASK: 01 - Earthwork Observation & Testing					
6/18/18	06181141.0003	Field Engineer	3.00	\$98.00	\$294.00
6/18/18	06181141.0003	Trip Charge - Each	1.00	\$80.00	\$80.00
6/19/18	06181141.0004	Field Technician	3.00	\$52.00	\$156.00
6/19/18	06181141.0004	Trip Charge - Each	1.00	\$80.00	\$80.00
6/19/18	06181141.0004	Nuclear Density Gauge	1.00	\$20.00	\$20.00
Task Total					\$630.00
TASK: 02 - Laboratory Soil/Aggregate Testing					
6/14/18	06181141.0002	Standard Proctor, Soil	1.00	\$120.00	\$120.00
Task Total					\$120.00
TASK: 20 - Project Management					
7/7/18	06181141	Senior Project Manager/Engineer	0.25	\$130.00	\$32.50
7/7/18	06181141	Project Manager/Engineer	0.75	\$98.00	\$73.50
7/7/18	06181141	Field/Lab Coordinator	1.25	\$65.00	\$81.25
Task Total					\$187.25

Invoice Total	\$937.25
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TERMS: DUE UPON PRESENTATION OF INVOICE



205 W Main St
Washington, IA 52353

Invoice

Invoice #: 1885
Invoice Date: 7/1/2018

Bill To:

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

Description	Rate	Qty	Amount
Main Street Washington Annual Pledge	20,000.00		20,000.00
For tax deduction purposes, make checks payable to Main Street Washington Inc. Thank you!			

Thank you for your support!

Total	\$20,000.00
Payments/Credits	\$0.00
Balance Due	\$20,000.00

Phone #

319-653-3918

Fax:

319-653-5805

E-Mail

mainstreet@washingtioniowa.org

Web Site

www.mainstreetwashington.org



YMCA of Washington County

121 East Main Street
Washington, IA 52353
United States
(319) 653-2141

July 26, 2018

INVOICE

AMOUNT DUE as of 7/26/2018
\$6,800.00

City of Washington

Identification: 016015

Enclosed payment amount: \$

TO City of Washington
215 E Washington
Washington, IA 52353
United States

(return this portion with payment)

Account Fees

Date	Description	Due Date	Fee	Adjusted	Sched.	Paid	Balance
07/26/18	City Contribution - 2018 Washington Steele Family Aquatics Center management fee	07/26/18	\$6,800.00	\$0.00	\$0.00	\$0.00	\$6,800.00
						Total	\$6,800.00
						Amount Adjusted	\$0.00
						Amount Paid	\$0.00
						Amount Scheduled	\$0.00
						Balance	\$6,800.00
						Amount Due	\$6,800.00

WE BUILD STRONG KIDS, STRONG FAMILIES, STRONG COMMUNITIES

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

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

August 1, 2018

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

INVOICE

For legal services rendered to the City of Washington, Iowa in July, 2018

TOTAL HOURS	13.5 hours (reg)
TOTAL MILES	330 miles
Reimbursements for filing fees (\$85 muni and \$50 contempt)	\$135.00
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR JULY, 2018	\$1,534.80

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 5 PAGES

TO OWNER:
 City of Washington
 215 East Washington Street
 Washington, IA 52353
 FROM CONTRACTOR:
 City Construction
 2346 Mormon Trek Blvd. Suite 2500
 Iowa City, IA 52246

PROJECT:
 Washington Fire Station Phase 1 Renovations
 215 East Washington Street
 Washington, IA 52353
 VIA ARCHITECT:
 Design Alliance, Inc.
 14225 Universtiy Avenue, Suite 110
 Waukee, IA 50263

APPLICATION NO: 1
 PERIOD TO: 07/16/18
 PROJECT NOS: 1-091
 CONTRACT DATE: 05/16/18


CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	147,300.00
2 Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	147,300.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	24,390.00
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>1,219.50</u> 1,154.50
b. <u>5</u> % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		<u>\$1,219.50</u> \$1,154.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>\$23,170.50</u> 23,235.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	<u>\$23,170.50</u> 23,235.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>\$122,910.00</u> 124,064.50

The undersigned Contractor certifies that to the best of the Contractor's information and belief the Work covered by this Application for Payment completed in accordance with the Contract Documents, that all amounts the Contractor for Work for which previous Certificates for Payment payments received from the Owner, and that current payment shows

CONTRACTOR: City Construction

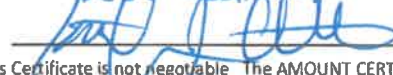
By: 
 State of Iowa County of Jackson
 Subscribed and sworn to before me this 16th day of June
 Notary Public: Shina K. Koenigs
 My Commission expires: September 23, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ... \$ 23,170.

(Attach explanation if amount certified differs from the amount applied Application and on the Continuation Sheet that are changed to conform)
 ARCHITECT: DESIGN ALLIANCE, INC.

By: 
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable to Contractor named herein. Issuance, payment and acceptance of payment is subject to any rights of the Owner or Contractor under this Contract.

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

Applicant License Application (LC0040294)

Name of Applicant:	<u>WFEC, Inc</u>		
Name of Business (DBA):	<u>Lebowski's Rock n Bowl</u>		
Address of Premises:	<u>1601 east Washington Street</u>		
City	<u>Washington</u>	County:	<u>Washington</u> Zip: <u>52353</u>
Business	<u>(319) 548-1999</u>		
Mailing	<u>1601 east Washington Street</u>		
City	<u>Washington</u>	State	<u>IA</u> Zip: <u>52353</u>

Contact Person

Name	<u>Bob Gaal</u>		
Phone:	<u>(319) 548-1999</u>	Email	<u>bgaal212@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/30/2018

Expiration Date: 08/29/2019

Privileges:

- Catering Privilege
- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

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

Ownership

robert gaal

First Name: robert **Last Name:** gaal
City: washington **State:** lowa **Zip:** 52353
Position: President
% of Ownership: 50.00% **U.S. Citizen:** Yes

jason prochaska

First Name: jason **Last Name:** prochaska
City: washington **State:** lowa **Zip:** 52353
Position: vice president
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

MAINTENANCE & CONSTRUCTION DEPT. REPORT

6-30-18/7-13-18

STREETS: Personnel cold mixed a few areas. Personnel mowed the shoulders and a few ditches on roads that deemed necessary. Personnel switched the STOP signs at South Ave C-East Van Buren St for vehicular traffic to stop N/S and not E/W. Personnel also pulled the No Parking signs and posts on North 6th Ave from East 11th St to East 15th St. The street sweeper operated once in the downtown as well.

WATER DISTRIBUTION: Personnel installed 430 ft of 6 inch C-900 water main on Country Club Road, including two gate valves and one fire hydrant. Personnel also assisted G & R in shutting down and turning back on the water main on East Jefferson St to hook up their newly installed 6 inch water main. Multiple waters were either turned on or off for different reasons.

SEWER COLLECTION: Personnel completed installing a 10 inch sewer main on Campbell Dr and Country Club Road, including three 4 ft manhole structures. Personnel re:investigated sewers at the site of the new Fire Hall.

STORM SEWER COLLECTION: Personnel investigated a few areas for I/I.

MECHANIC/SHOP: Personnel serviced Parks truck (steering column repair, broken shift indicator and bushings), PD 38 (replaced sway bar end links), PD 79 (serviced, replaced front sway bar end links and dome light issue), rewired spray pump for utility tractor, FD Tanker (serviced as well as all small engines and finished cooling system), PD 96 (serviced, repaired broken gun rack and inspected brakes) Ron See car (serviced) and diagnosis Jason Peterson's vehicle- rusted brake lines.

OTHER: Personnel responded to 68 One Call Locates. Yard waste and bag pick up continued. Personnel hauled spoil away from the shop. Personnel also hauled rock back to the storage bin.

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

**WWTP report
August 7, 2018
Council meeting**

- **After hour alarm and dog call outs –**
 - 13th dog call, Safety Center reported a dog to be picked up at 110 W Main, 8:02 p.m. Parker
 - 14th dog call, Safety Center reported a dog to be picked up on North 2nd, 6:07 p.m. Parker
 - 18th dog call, Safety Center reported a dog to be picked up at 502 W Main, 9:10 p.m. Parker
 - 24th dog bite call, Safety Center reported a dog to be picked up at 515 W 5th, 5:19 a.m. Parker
 - 25th WWTP, high TSS alarm, 10:11 p.m. Parker
 - 27th WWTP, ground water pump station #2 high water alarm, 1:12 a.m. Parker
 - 28th WWTP, ground water pump station #2 high water alarm, 3:29 a.m. Fred
 - 28th dog call, Safety Center reported a dog to be picked up at 304 E Van Buren, 1:30 p.m. Jason
 - 30th dog call, Safety Center reported a dog to be picked up at 307 E Van Buren, 9:20 p.m. Jason

- **Dept Head meetings –** Jason attended the meeting on July 17th in my absence. I attended the meetings on July 24th & 31st.

- **WWTP and lift station mowing –**Mowing continues.

- **USEPA Discharge Monitoring Report Quality Assurance (DMR-QA) Study # 38 audit samples –** We received our graded results for the pH audit sample, they were acceptable. Test America, Inc and the University of Iowa Hygienic Laboratory will also be providing the WWTP with results for this study on all the state certified tests. I will have to compile the results from all three labs into a final data packet to be submitted to the USEPA no later than August 31, 2018.

- **WWTP's Ozonia/Suez UV modules –** After the new eighteen (18) UV lamps were installed we lost communication between the UV controller and the display screen. Suez said the backup battery in the controller was either bad or weak. This caused the UV controller to lose its programming. After a couple weeks of going back and forth, Dustin of Jetco was able to a copy of the programming from Suez. Dustin was able to get the UV controller reprogrammed on July 31st. Daniel Pence of Suez stopped at the WWTP on August 1, 2018 to discuss all the problems we have had with our UV system since it was installed in August 2012. Brent, Jason, and I met with Daniel to discuss what Suez and the City can do to get the UV system to quit burning out the UV lamps prematurely in module #2. We'll be working with Daniel to get these issues resolved, if that's possible.

- **WWTP Nutrient Reduction Study (NRS) approval from IDNR –** We received word on July 23, 2018 that IDNR approved our NRS study. This is great news! What does this mean? We are under IDNR's targeted effluent limit of 10 mg/L for total nitrogen. With that being said IDNR has amended our NPDES discharge permit to include an annual average mass limit for effluent total nitrogen. The limit is 318 lbs. We are unable to meet the effluent phosphorus limit of 1mg/L without additional treatment equipment being constructed. Due to the current unaffordability of phosphorus improvements, the NRS requirements have been modified to require an updated feasibility study, specific to phosphorus, be submitted 5 years following the issuance of this amendment.

- **WWTP office/lab building water heater –** The new water heater is scheduled to be installed the week of August 6th. Due to changes in the state boiler regs that were enacted after July 1, 2018 the new water heater isn't considered a boiler and won't require inspection or certification.

**Fred E Doggett
8/3/2018 10:41 AM**

Elm Grove & Woodlawn Cemeteries

Council Report for July 2018

By Nicholas Duvall

We mowed each cemetery four times during July. I attended an EAB meeting. I also sprayed weeds once during July. We set up caution tape to keep people from driving on graves over the Fourth of July, while watching fireworks. We also have been trimming trees, and mulching trees around Elm Grove. I was off 2 weeks for a foot surgery. We also have been painting the red bricks that identify each row, and replacing the ones that are broken. We edged the grass along the paved roads at Elm Grove also this month. We cleaned up our scrap metal and took it over to M/C's pile. We have also been putting together recycling carts on rainy days.

We have had 6 funerals at Elm Grove this month, 49 funerals total so far this year. This month we plan to continue with funeral services, hauling dirt, settling graves, getting ready to seed areas, mowing and trimming, mulching, and work on flag pole holes for the Memorial Day flags (several to replace as they are not straight, and adding new ones). We will also be working on cemetery records updating as time allows.



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

INVOICE

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

For questions, contact: (800) 362-4505

City of Washington
 215 East Washington Street
 Washington, IA 52353

July 26, 2018
 Project No: R10322002.0
 Invoice No: 6
 00-03-28
 Project Manager: Jacob Huck
 Client Liaison: Shawn O'Shea

Project R10322002.0 Washington Wellness Park Phase 1 Design & Bidding
Professional Services from June 24, 2018 to July 21, 2018

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Wellness Park Phase 1 Design & Bidding	90,000.00	70.00	63,000.00	59,400.00	3,600.00
Total Fee	90,000.00		63,000.00	59,400.00	3,600.00
Total Fee					3,600.00
AMOUNT DUE THIS INVOICE:					\$3,600.00


For ACH notification, remit to:

ach@msa-ps.com
 Account Number: 101065930 Routing Number: 075901590
 Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

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

Contractor's Application for Payment No. 1

Application Date: _____	
From (Contractor): DeLong Construction Inc.	Via (Engineer): MSA Professional Services, Inc. 
Contract:	Engineer's Project No.: 10322002
Contractor's Project No.:	

To: City of Washington
(Owner):
Project: Wellness Park Grading and Utilities

Owner's Contract No.:

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
TOTALS	\$	\$
NET CHANGE BY		
CHANGE ORDERS	\$	\$


1. ORIGINAL CONTRACT PRICE..... \$ 850,292.00
2. Net change by Change Orders..... \$ 50.00
3. Current Contract Price (Line 1 ± 2)..... \$ 850,292.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F or I total on Progress Estimates)..... \$ 204,132.00
5. RETAINAGE:
 - a. 5% X \$179,117.20 Work Completed..... \$ 89,558.60
 - b. 5% X \$25,014.80 Stored Material..... \$ 12,507.40
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 102,066.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 193,925.40
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
8. AMOUNT DUE THIS APPLICATION..... \$ 193,925.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 365,636.60

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

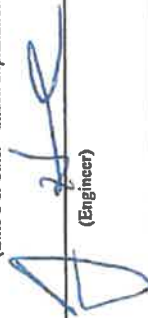
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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 Signature:  Date: 8-3-18

Payment of: \$ 193,925.40
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 8/3/2018 (Date)

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

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

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

CITY OF WASHINGTON, IOWA

CLAIMS REPORT AUGUST 7, 2018

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	315.98	
	AMAZON CAPITAL SERVICES	CAMERA	100.47	
	BDH TECHNOLOGY	TECH SUPPORT/SERVICE AGREEMENT	742.75	
	CDW GOVERNMENT	MOBILE PRINTER CASE	142.68	
	CINTAS CORP LOC. 342	RUG SERVICE	71.58	
	CLERK OF COURT	CIVIL INFRACT - B. ADAMS DOG AT LARGE	85.00	
	GREINER DISCOUNT TIRES	TIRE	167.38	
	IOWA LAW ENFORCMT ACADEMY	HUSCHKA TASER CERTIFICATION	50.00	
	KCTC	PHONE SERVICE	104.99	
	MARCO, INC.	COPIER LEASE	327.91	
	PIP PRINTING	PRINTING FORMS	138.49	
	QUILL	OFFICE SUPPLIES	105.13	
	SEE, RON	CLOTHING	18.09	
	UPS	SHIPPING	19.99	
	VERIZON WIRELESS	WIRELESS SERVICE	1,505.24	
	VISA	SUPPLIES, SOFTWARE, LIGHTI	820.46	
	WAL-MART	DASH MOUNT TAPE	12.88	
		TOTAL	4,729.02	
	FIRE	ACE ELECTRIC. INC	GENERATOR REPAIR	97.50
		ACE-N-MORE	PRESSURE WASHER PARTS	37.94
ALLIANT ENERGY		ALLIANT ENERGY	739.27	
ARMSTRONG HEATING & AIR CONDITIONING I		AIR CONDITIONER REPAIR	57.50	
ARNOLD MOTOR SUPPLY		PARTS	656.55	
FELD FIRE		BADGES	337.00	
LEET'S REFRIGERATION		ICE MACHINE MAINT	44.25	
VERIZON WIRELESS		WIRELESS SERVICE	184.23	
VISA		HORN CONTACT, VALVE, TOOL	119.89	
WAGNER, BILL		REIMB FOR HELMETS	320.00	
		TOTAL	2,594.13	
DEVELOP SERV		ACE-N-MORE	SUPPLIES	39.99
		MARK'S SANITATION	ABATE- 615 E MAIN ST	135.00
	VERIZON WIRELESS	WIRELESS SERVICE	249.84	
		TOTAL	424.83	
LIBRARY	ACCESS SYSTEMS	COPIER MAINTENANCE	122.55	
	AMAZON	MATERIALS & SUPPLIES	473.42	
	CINTAS CORP LOC. 342	RUG SERVICE	62.19	
	CLARION- PLAINSMAN	SUBSCRIPTION	38.00	
	COMPANION CORPORATION	OFFICE SUPPLIES	145.00	
	DEMCO	OFFICE SUPPLIES	93.01	
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	259.27	
	HARRIS BOYZ HEATING & AIR LLC	GEO SYSTEM REPAIR	536.00	
	KCTC	INTERNET & PHONE SERVICE	346.28	
	KONE INC.	ELEVATOR MAINTENANCE	3,091.44	
	MCCURDY, GARY	ALLIE'S ALLEY PARTY MUSIC	100.00	
	RECORDED BOOKS LLC	LIBRARY MATERIAL	80.99	
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	214.64	
	STATE LIBRARY OF IOWA	SUBSCRIPTION FEE	460.96	
	VISA	POSTAGE AND SUPPLIES	362.69	
	WASHINGTON CONCERT ASSOCIATION	TICKET FOR PERFORMANCE	18.00	
	WCDC INC	WINDOW WASHING	30.00	
		TOTAL	6,434.44	
	PARKS	ACCO	FOUNTAIN CHLORINE	77.90
ACE-N-MORE		RR SUPPLIES	659.47	
ALLIANT ENERGY		ALLIANT ENERGY	1,507.61	
ARNOLD MOTOR SUPPLY		VEHICLE REPAIR	67.75	
CASH-N-CARRY CHEMICALS LLC		WEED KILLER	122.50	
CENTRAL IOWA DISTRIBUTING		RESTROOM SUPPLIES	270.00	
CHEMSEARCH		WEED KILLER	607.12	
CUSTOM IMPRESSIONS INC		BENCH PLAQUE	172.80	

PARKS	GREINER DISCOUNT TIRES	TIRE FOR PLAYSET	18.00	
	KCTC	PHONE & INTERNET SERVICE	121.57	
	STOUT SEED SALES	FLOWER FERTILIZER	36.70	
		TOTAL	3,661.42	
POOL	ACCO	POOL SUPPLIES	417.55	
	ALLIANT ENERGY	ALLIANT ENERGY	4,549.73	
	FASTENAL COMPANY	DIVING BOARD BOLTS	17.67	
	IOWA DIVISION OF LABOR SERVICES	POOL WATER HEATER INSPECTI	95.00	
		TOTAL	5,079.95	
CEMETERY	ACE-N-MORE	CONCRETE ANCHORS (CHAPEL)	187.07	
	ALLIANT ENERGY	ALLIANT ENERGY	143.15	
	ARNOLD MOTOR SUPPLY	OIL FILTER/MOWER	7.60	
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	43.72	
	TIFCO INDUSTRIES	SHOP SUPPLIES	78.86	
		TOTAL	460.40	
FINAN ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	676.80	
	ARMSTRONG HEATING & AIR CONDITIONING I	HVAC REPAIR	247.65	
	BAKER PAPER & SUPPLY	COPY PAPER	64.20	
	CINTAS CORP LOC. 342	RUG SERVICE	262.69	
	CUSTOM IMPRESSIONS INC	ENGRAVING	10.10	
	EBERT SUPPLY CO.	CLEANING SUPPLIES	57.00	
	GOOGLE LLC	MONTHLY SERVICE	225.00	
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	300.00	
	KCTC	PHONE SERVICE	105.00	
	LEET'S REFRIGERATION	ICE MACHINE MAINT	44.25	
	PACE PAYMENT SYSTEMS	PACE ADMIN FEE	20.00	
	PURCHASE POWER	POSTAGE METER	89.03	
	VERIZON WIRELESS	WIRELESS SERVICE	62.11	
	VIVIAL	DIRECTORY	25.15	
	WASH CO AUDITOR	CITY ELECTION COSTS	987.44	
		TOTAL	3,176.42	
	AIRPORT	AIR DR	HVAC REPAIR	179.85
		ALLIANT ENERGY	ENERGY SERVICE	747.49
		CLOUDBURST 9	INTERNET	69.95
		EASTERN AVIATION FUELS INC	FUEL	71,553.93
JAMIESON, JEAN		JULY CLEANING	294.00	
SORRELL GLASS		REPAIR DOOR	95.96	
		TOTAL	73,052.87	
AIRPORT	VERIZON WIRELESS	WIRELESS SERVICE	52.11	
	VETTER'S INC-CULLIGAN WATER	WATER FOR MACHINE	26.92	
	FUEL	32.66		
	TOTAL	73,052.87		
ROAD USE	ALTORFER	EQUIPMENT REPAIR	168.00	
	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	183.25	
	GREINER DISCOUNT TIRES	TIRE REPAIR	75.00	
		TOTAL	426.25	
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	10,165.65	
	FRANZEN, DENNIS	LIGHT SIGNAL REPAIR	75.00	
		TOTAL	10,240.65	
HOUSING REHAB	WASH TITLE & GUARANTY CO	1218 N 2ND AVE	205.00	
		TOTAL:	205.00	
CAPITAL PROJ	ALTORFER	COUNTRY CLUB SEWER PROJECT	1,712.00	
	COUNTY MATERIALS CORP	COUNTRY CLUB SEWER PROJECT	858.00	
	IDEAL READY MIX	COUNTRY CLUB SEWER PROJECT	507.00	
	UTILITY EQUIPMENT CO	CTRY CLUB ROAD PROJECT	1,610.16	

	WASH CO RECORDER	RECORDING FEES	17.00
		TOTAL	4,704.16
SIDEWALK REPAIR/REPLACE	ADAM, ROGER	SIDEWALK REPLACEMENT PROGR	207.00
	BOILEAU FAMILY IRREVOCABLE TRUST	SIDEWALK REPLACEMENT PROGR	432.00
	FIKES, MICHAEL	SIDEWALK REPLACEMENT PROGR	96.00
	KELLY, RAY	SIDEWALK REPLACEMENT PROGR	96.00
	ROMOSER, BRENT	2018-19 SIDEWALK REPLACEME	432.00
	SAYER, DALE	SIDEWALK REPLACEMENT PROGR	624.00
	SHELMAN, BOB	SIDEWALK REPLACEMENT PROGR	528.00
	STUTZMAN, WALT	SIDEWALK REPLACEMENT PROGR	402.00
		TOTAL	2,817.00
TREE REMOVAL/REPLACE	BROWN'S TREE SERVICE	ASHTREE REMOVAL #3	4,100.00
	SIMMERING, JOHN F.	SIDEWALK REPAIR FOR TREE DAMAGE	368.00
	COLEMAN CONSTRUCTION	SIDEWALK REPAIR FOR TREE DAMAGE	2,990.00
		TOTAL	7,458.00
LIBRARY GIFT	AMAZON	MATERIALS & SUPPLIES	95.26
		TOTAL	95.26
WATER PLANT	ALBRIGHT, JOPANCIA	WATER DEPOSIT REFUND	111.88
	ALLIANT ENERGY	ALLIANT ENERGY	19,351.18
	BANGER, BRIAN	WATER DEPOSIT REFUND	102.90
	CAIN, SANDY	WATER DEPOSIT REFUND	66.26
	CARROLL, SUSAN	MILEAGE REIMBURSEMENT	14.17
	CARTER, GARRISON	WATER DEPOSIT REFUND	31.78
	CURIEL, MARIBELLE	WATER DEPOSIT REFUND	84.09
	DDJ HOSPITALITY INC.	WATER DEPOSIT REFUND	222.08
	DE WEES, ROSE	WATER DEPOSIT REFUND	114.86
	ENGLE, JENNA	WATER DEPOSIT REFUND	150.00
	ERBACHER, JOLIE	WATER DEPOSIT REFUND	87.90
	ETS CORPORTATION	ETS ADMIN FEE	753.57
	FERGUSON WATERWORKS# 2516	METER PIT	699.21
	GEE, CASSANDRA	WATER DEPOSIT REFUND	100.65
	HEADRICK, JAMES	WATER DEPOSIT REFUND	44.95
	HELMICK, JAMES	WATER DEPOSIT REFUND	0.14
	HILL, JORDAN	WATER DEPOSIT REFUND	111.88
	IA DEPT OF NATURAL RESOURCES	OPERATOR CERT #9370	60.00
	KNUPP, JOHN	WATER DEPOSIT REFUND	111.88
	POSTMASTER	BULK MAILING WATER BILL	787.64
	STATE HYGIENIC LAB	TESTING	411.00
	STREFF, ROSE	MILEAGE REIMBURSEMENT	3.82
	VERIZON WIRELESS	WIRELESS SERVICE	52.11
	WATER SOLUTIONS UNLIMITED	CHEMICALS	11,793.16
	WILFONG, BRANDY	WATER DEPOSIT REFUND	123.04
		TOTAL	35,390.15
WATER DIST	ALLIANT ENERGY	ALLIANT ENERGY	230.67
	ARNOLD MOTOR SUPPLY	PARTS	177.04
	LEET'S REFRIGERATION	ICE MACHINE MAINT	44.25
	VERIZON WIRELESS	WIRELESS SERVICE	463.84
	VISA	HORN CONTACT, VALVE, TOOL	118.32
		TOTAL	1,034.12
SEWER PLANT	ACE-N-MORE	ANCHOR FOR PUMP FLOATS	26.29
	ALLIANT ENERGY	ALLIANT ENERGY	17,294.58
	CASH-N-CARRY CHEMICALS LLC	WEED KILLER	241.50
	CERTIFIED LABORATORIES	SUPPLIES	210.25
	HACH COMPANY	LAB SUPPLIES	128.17
	IA DEPT OF NATURAL RESOURCES	WWTP ANNUAL PERMIT	1,275.00
	SUEZ TREATMENT SOLUTIONS, INC.	UV LAMPS	1,939.00
	TESTAMERICA LABORATORIES INC	TESTING FEES	1,423.80
	TIFCO INDUSTRIES	SAFETY SUPPLIES	194.50

	UNITED LABORATORIES	LIFT STATION DEGREASER	611.40
	VERIZON WIRELESS	WIRELESS SERVICE	183.44
	VISA	ANTIVIRUS & SUPPLIES	170.06
		TOTAL	23,697.99
SEWER COLLECT	ALLIANT ENERGY	ENERGY SERVICE	927.92
	LEET'S REFRIGERATION	ICE MACHINE MAINT	44.25
	VERIZON WIRELESS	WIRELESS SERVICE	150.18
		TOTAL	1,122.35
SANITATION	STRABALA, BRIAN	ANNUAL TRASH STICKER REFUN	45.00
	DE BOEF GRINDING	YARD WASTE GRINDING	3,287.50
	LAMPKIN, ROBERTA	ANNUAL TRASH STICKER REFUN	37.50
	LUKE WASTE MANAGEMENT	BULK WASTE, RECYCLING/BULKY	28,559.25
	WASH CO HUMANE SOCIETY	JULY COLLECTIONS	391.44
		TOTAL	32,320.69
SELF INSURANCE	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	322.50
		TOTAL	322.50
		TOTAL	219,447.60

CITY OF WASHINGTON, IA
VISA Card Charges

CLAIMS REPORT 8/7/2018

LIBRARY/LIBRARY GIFT

USPS - POSTAGE 200.00
 WALMART - PROGRAM SUPPLIES 72.03
 USPS - POSTAGE 50.00
 WALMART - PROGRAM SUPPLIES 5.71
 ENDICIA FEES - POSTAGE FEE 9.95
 AMAZON - SUBSCRIPTION 25.00

FIN ADMIN

-

POLICE

UPTOWN AUTO WASH - CAR WASH 10.00
 SOFTWARE CSPCART - TOUGHBOOK SOFTWARE 124.98
 LED LIGHTING - FLASHING LIGHTS FOR 101 212.94
 UPTOWN AUTO WASH - CAR WASH 9.00
 UPTOWN AUTO WASH - CAR WASH 3.00
 AMAZON - 5 EARPIECES FOR 2 WAY RADIO 52.75
 SUBWAY - MEAL B ALTENHOFEN 7.76
 MESKAWARI CASINO - MEAL B ALTENHOFEN 10.69
 MESKAWARI CASINO - MEAL B ALTENHOFEN 17.11
 FAREWAY STORES - MEAL B ALTENHOFEN 8.64
 HARDEES - MEAL B ALTENHOFEN 10.16
 MESKAWARI CASINO - MEAL B ALTENHOFEN 14.97
 CASEYS - MEAL B ALTENHOFEN 9.03
 HARDEES - MEAL B ALTENHOFEN 8.01
 MESKAWARI CASINO - MEAL B ALTENHOFEN 17.11
 SUBWAY - MEAL B ALTENHOFEN 8.99
 MESKAWARI CASINO - HOTEL B ALTENHOFEN 295.32

362.69

PARKS/POOL

-

CEMETERY

AIRPORT

CASEYS - FUEL 32.66

820.46

ROAD USE

FIHE
 TRUCK COUNTRY - VALVE ASSEMBLY 105.80
 TRUCK COUNTRY - HORN CONTACT 14.09

-

32.66

SEWER PLANT

NORTON - RENEWAL FOR WWTTP COMPUTERS 89.99
 WALMART - OFFICE SUPPLIES 80.07

-

119.99

SANITATION

WATER DIST
 T1 SALES WATERMETER - COPPER TUBE ROUNDING TOOL

170.06

-

118.32

-

118.32

1,624.08

Grand Total

**CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
JUNE 30, 2018**

FUND	6/1/2018		REVENUES NOT YET RECEIVED	6/30/2018	
	BEGINNING CASH BALANCE	M-T-D REVENUES		M-T-D EXPENDITURES	ENDING CASH BALANCE
001-GENERAL FUND	1,510,647.95	79,150.31	-	589,798.26	1,000,000.00
002-AIRPORT FUND	252,413.52	17,283.41	-	53,010.04	216,686.89
010-CHAMBER REIMBURSEMENT	5,988.78	5,818.57	-	8,686.99	3,120.36
011-MAIN STREET REIMBURSEMENT	(382.18)	7,628.72	-	7,246.54	-
012-WEDG REIMBURSEMENT	1,941.00	-	-	1,941.00	-
050-DOWNTOWN INCENTIVE GRANT	128,500.00	-	-	-	128,500.00
110-ROAD USE	910,945.47	72,402.98	-	258,514.04	724,834.41
112-EMPLOYEE BENEFITS	-	7,972.59	-	7,972.59	-
114-EMERGENCY LEVY	-	692.43	-	692.43	-
121-LOCAL OPTION SALES TAX	-	66,996.25	-	66,996.25	-
123-HOTEL/MOTEL TAX	8,473.29	-	-	-	8,473.29
145-HOUSING REHABILITATION	38,734.51	-	-	925.00	37,809.51
146-LMI TIF SET-ASIDE	47,651.89	-	-	-	47,651.89
200-DEBT SERVICE	-	65,190.56	-	-	65,190.56
300-CAPITAL EQUIPMENT	145,742.38	-	-	-	145,742.38
301-CAPITAL PROJECTS FUND	3,092,614.26	264,180.52	-	114,380.06	3,242,414.72
305-RIVERBOAT FOUND CAP PROJ	-	113,990.75	-	113,990.75	-
308-INDUSTRIAL DEVELOPMENT	93,191.55	21,479.01	-	10,018.04	104,652.52
309-MUNICIPAL BUILDING	1,228,624.76	222,794.89	-	22,278.88	1,429,140.77
310-WELLNESS PARK	88,854.02	90,029.86	-	-	178,883.88
311-SIDEWALK REPAIR & REPLACE	53,352.31	25,000.00	-	2,872.00	75,480.31
312-TREE REMOVAL & REPLACE	44,980.42	57,000.00	-	4,844.00	97,136.42
510-MUNICIPAL BAND	3,878.70	200.00	-	-	4,078.70
520-DOG PARK	4,684.69	-	-	-	4,684.69
530-TREE COMMITTEE	11,664.71	236.00	-	4,172.40	7,728.31
540-POLICE FORFEITURE	1,742.49	309.00	-	-	2,051.49
541-K-9 PROGRAM	1,340.00	5,700.00	-	-	7,040.00
545-SAFETY FUND	100.00	-	-	-	100.00
550-PARK GIFT	144,678.17	31.09	-	2,290.65	142,418.61
570-LIBRARY GIFT	331,475.58	2,684.42	-	266.07	333,893.93
580-CEMETERY GIFT	11,103.00	-	-	55.00	11,048.00
590-CABLE COMMISSION	10,761.14	-	-	-	10,761.14
600-WATER UTILITY	1,001,684.58	147,339.79	-	545,118.13	603,906.24
601-WATER DEPOSIT FUND	23,590.00	1,800.00	-	1,520.00	23,870.00
602-WATER SINKING	-	8,159.45	-	8,159.45	-
603-WATER CAPITAL PROJECTS	(279,576.27)	1,099,633.57	-	820,057.30	-
610-SANITARY SEWER	1,578,890.98	185,312.47	-	1,048,390.35	715,813.10
612-SEWER SINKING	-	707,497.50	-	707,497.50	-
613-SEWER CAPITAL PROJECTS	154,009.37	201,460.82	-	(25,572.90)	381,043.09
670-SANITATION	159,222.57	36,354.71	-	35,542.64	160,034.64
950-SELF INSURANCE	218,470.31	23,860.26	-	3,476.12	238,854.45
951-UNEMPLOYMENT SELF INS	34,057.38	10,719.54	-	-	44,776.92
TOTAL BALANCE	11,064,051.33	3,548,909.47	-	4,415,139.58	10,197,821.22

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	1,632,796.42 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	258,173.58	0.40%
Investment in IPAIT (PLUS 3 CDS)	2,704,994.92	1.59%
Wash St - Farm Mgmt Acct	97,123.83	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	2.02%
Wash St Bank - CD 10/12/2017 -renewed	500,000.00	1.50%
CBI Bank and Trust - CD 1/11/2018	500,000.00	1.85%
IPAIT ROLLING CD - MATURES MONTHLY	3,004,382.47	1.72%
TOTAL CASH IN BANK	10,197,821.22	

(1) Washington State Bank	1,787,352.29
Outstanding Deposits & Checks	(154,555.87)
	<u>1,632,796.42</u>

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
JUNE 30, 2018

FUND	7/1/2017 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	6/30/2018 ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	3,701,655.51	-	3,701,655.51	-	1,000,000.00
002-AIRPORT FUND	204,275.40	295,735.06	-	283,323.57	-	216,686.89
010-CHAMBER REIMBURSEMENT	440.00	69,214.51	-	66,534.15	-	3,120.36
011-MAIN STREET REIMBURSEMENT	1,106.99	51,791.54	-	52,898.53	-	-
012-WEDG REIMBURSEMENT	-	62,235.57	-	62,235.57	-	-
050-DOWNTOWN INCENTIVE GRANT	-	128,500.00	-	-	-	128,500.00
110-ROAD USE	747,498.73	1,016,243.98	-	1,038,908.30	-	724,834.41
112-EMPLOYEE BENEFITS	-	716,390.63	-	716,390.63	-	-
114-EMERGENCY LEVY	-	76,259.78	-	76,259.78	-	-
121-LOCAL OPTION SALES TAX	-	790,558.63	-	790,558.63	-	-
123-HOTEL/MOTEL TAX	-	8,473.29	-	-	-	8,473.29
125-UNIF COMM UR-NE IND	-	9,272.55	-	9,272.55	-	-
127-UNIF COMM UR - BRIARWOOD	-	34,426.82	-	34,426.82	-	-
129-SC RES UR	-	48,432.37	-	48,432.37	-	-
132-UNIF COMM UR - EBD	-	38,752.65	-	38,752.65	-	-
133-UNIF COMM UR-IRE	-	117,354.82	-	117,354.82	-	-
134-DOWNTOWN COMM UR	-	12,823.47	-	12,823.47	-	-
145-HOUSING REHABILITATION	40,210.80	7,500.00	-	9,901.29	-	37,809.51
146-LMI TIF SET-ASIDE	69,331.10	17,145.06	-	38,824.27	-	47,651.89
200-DEBT SERVICE	3,569.34	1,210,350.67	-	1,148,729.45	-	65,190.56
300-CAPITAL EQUIPMENT	161,276.77	55,992.00	-	71,526.39	-	145,742.38
301-CAPITAL PROJECTS FUND	124,526.44	4,261,731.68	-	1,143,843.40	-	3,242,414.72
305-RIVERBOAT FOUND CAP PROJ	-	428,886.05	-	428,886.05	-	-
308-INDUSTRIAL DEVELOPMENT	41,124.09	103,814.05	-	40,285.62	-	104,652.52
309-MUNICIPAL BUILDING	1,403,118.70	328,979.73	-	302,957.66	-	1,429,140.77
310-WELLNESS PARK	44,488.61	194,395.27	-	60,000.00	-	178,883.88
311-SIDEWALK REPAIR & REPLACE	69,176.19	42,000.00	-	35,695.88	-	75,480.31
312-TREE REMOVAL & REPLACE	33,654.67	107,000.00	-	43,518.25	-	97,136.42
510-MUNICIPAL BAND	4,043.70	500.00	-	465.00	-	4,078.70
520-DOG PARK	4,918.85	199.00	-	433.16	-	4,684.69
530-TREE COMMITTEE	6,085.92	11,729.10	-	10,086.71	-	7,728.31
540-POLICE FORFEITURE	1,742.49	309.00	-	-	-	2,051.49
541-K-9 PROGRAM	-	7,040.00	-	-	-	7,040.00
545-SAFETY FUND	400.00	-	-	300.00	-	100.00
550-PARK GIFT	150,315.38	10,089.29	-	17,986.06	-	142,418.61
570-LIBRARY GIFT	269,462.46	72,706.59	-	8,275.12	-	333,893.93
580-CEMETERY GIFT	11,158.00	-	-	110.00	-	11,048.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	999,522.64	1,853,062.81	-	2,248,679.21	-	603,906.24
601-WATER DEPOSIT FUND	23,665.00	21,650.00	-	21,445.00	-	23,870.00
602-WATER SINKING	-	8,159.45	-	8,159.45	-	-
603-WATER CAPITAL PROJECTS	-	3,662,527.11	-	3,662,527.11	-	-
610-SANITARY SEWER	735,273.09	2,330,151.20	-	2,349,611.19	-	715,813.10
612-SEWER SINKING	-	939,352.50	-	939,352.50	-	-
613-SEWER CAPITAL PROJECTS	280,236.13	201,460.82	-	100,653.86	-	381,043.09
670-SANITATION	143,429.17	480,187.61	-	463,582.14	-	160,034.64
950-SELF INSURANCE	174,718.13	107,172.82	-	43,036.50	-	238,854.45
951-UNEMPLOYMENT SELF INS	6,716.03	40,721.05	-	2,660.16	-	44,776.92
TOTAL BALANCE	6,766,245.96	23,682,934.04	-	20,251,358.78	-	10,197,821.22

<u>Cash in Bank - Pooled Cash</u>		<u>Interest Rate</u>
Wash St. Bank - Operating Account	1,632,796.42 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	258,173.58	0.40%
Investment in IPAIT (PLUS 3 CDS)	2,704,994.92	1.59%
Wash St - Farm Mgmt Acct	97,123.83	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	2.02%
Wash St Bank - CD 10/12/2017 -renewed	500,000.00	1.50%
CBI Bank and Trust - CD 1/1/2018	500,000.00	1.85%
IPAIT ROLLING CD - MATURES MONTHLY	3,004,382.47	1.72%
TOTAL CASH IN BANK	10,197,821.22	

(1) Washington State Bank	1,787,352.29
Outstanding Deposits & Checks	(154,555.87)
	<u>1,632,796.42</u>

Transfers In		Transfers Out					
Acct Number	Category	Amount	Notes	Acct Number	Category	Amount	Notes
001-4-1010-4-4830	Police TRF In	305,000.00	LOST per ballot	121-6-6020-6910	LOST TRANSFER OUT	305,000.00	
001-4-1090-4-4830	Animal Cont TRF I	1,000.00		670-6-8040-6910	SANITATION TRSF OUT	1,000.00	
001-4-1050-4-4830	Fire TRF In	132,500.00	LOST per ballot	121-6-6020-6910	LOST TRSF OUT	132,500.00	
001-4-6020-4-4830	Clerk TRF In	558,639.89	Employee Benefits	112-6-6020-6910	EMPLOYEE BENEFITS	558,639.89	
		197,639.62	LOST per ballot for minibus	121-6-6020-6910	LOST TRSF OUT	197,639.62	
		12,671.38	Repay GF (2006 TIF Revenue Bond)	132-6-6020-6910	UR 5 TRSF OUT	12,671.38	
		76,259.78	Emergency	114-6-6020-6910	EMERGENCY TRS OUT	76,259.78	
		20,000.00	Riverboat CP for outside entity payments	305-6-6020-6910	RFCP TRS OUT	20,000.00	
	<u>1,303,710.67</u>						
011-4-6020-4-4830	Clerk TRF in	7,628.72	Transfer to cover Main Street balance	001-6-6020-6910	CLERK TRSF Out	7,628.72	
050-4-6020-4-4830	DIG TRF In	128,500.00	Transfer for DIG program	305-6-6020-6910	RFCP TRF OUT	128,500.00	
110-4-2010-4-4830	RUT TRF In	-	Street light transfer from General	001-6-2030-6910	STREET LIGHT TRSF OUT	-	
		86,848.59	Employee Benefits	112-6-6020-6910	EMPLOYEE BENEFITS	86,848.59	
145-4-6020-4-4830	Hsg TRF In	-		146-6-6020-6910	LMI TIF TRF Out	-	
146-4-6020-4-4830	LMI TIF TRF In	17,145.06	Tim Ridge II- UR #3C	129-6-5050-6910	UR 3C TRSF OUT	17,145.06	
200-4-1010-4-4830	Police DS TRF In	15,090.39	RMS System	300-6-1010-6910	POLICE CE TRS OUT	15,090.39	
200-4-2088-4-4830	Fire DS TRF In	12,625.00	TIF Share of Biz Park	133-6-6020-6910	UR 6 TRSF OUT	12,625.00	
200-4-6020-4-4830	Clerk TRF In	37,047.15	2018A Issuance Costs	301-6-6020-6910	CP TRF OUT	37,047.15	
200-4-6022-4-4830	Clerk TRF In	6,617.09	To cover debt service balance (internal loan)	610-6-8017-6910	SEWER COLL TRSF OUT	6,617.09	
200-4-8010-4-4830	WP DS TRF In	137,888.00	2016 ABC bond funds to debt service	600-6-8010-6910	WATER TRSF OUT	137,888.00	
200-4-8016-4-4830	SP 2009 GO DS T	78,185.06	2009 GO Bond- Ent Share *Reclass from 8015	610-6-8015-6910	SEWER TRSF OUT	52,123.25	
				600-6-8010-6910	WATER PL TRF OUT	26,061.81	
300-4-1010-4-4830	Pol CE TRF In	-	From LOST	121-6-6020-6910	LOST TRSF OUT	-	
300-4-1050-4-4830	Fire CE TRF In	-	From LOST	121-6-6020-6910	LOST TRSF OUT	-	
300-4-2010-4-4830	RUT CE TRF In	50,000.00	From RUT	110-6-2010-6910	RUT TRF OUT	50,000.00	
301-4-6020-4-4830	Clk CP TRF In	102.21	YMCA	001-6-6020-6910	CLERK TRSF OUT	102.21	
		13,263.68	E. WASH SIDEWALK	110-6-2010-6910	RUT TRSF OUT	13,263.68	
		2,860.50	BUSINESS PARK	308-6-6020-6910	IND DVPT TRFS OUT	2,860.50	
		301,585.66	MUNI BUILDING	309-6-6020-6910	MUNI BUILDING TRS OUT	301,585.66	
		60,000.00	WELLNESS PARK	310-6-6020-6910	WELLNESS PARK TRSF OUT	60,000.00	
		25,421.71	WELLNESS PARK	305-6-6020-6910	RFCP TRS OUT	25,421.71	
		4,654.62	SITLER & S H AVE- RUT	110-6-2010-6910	RUT TRF OUT	4,654.62	
		7,070.24	AP RUNWAY MATCH	002-6-2080-6910	AIRPORT TRF OUT	7,070.24	
		37,253.00	AP APRON MATCH	110-6-2010-6910	RUT TRSF OUT	37,253.00	
		5,047.95	TOW LOT & WEST SIDE HIST PRES	001-6-6020-6910	GF CLERK TRF OUT	5,047.95	
		38,824.27	GONCHO DEMO	146-6-6020-6910	LMI TIF TRF OUT	38,824.27	
		14,101.49	DOWNTOWN FOUNTAIN	305-6-6020-6910	RFCP TRS OUT	14,101.49	
		60,000.00	KEWASH	305-6-6020-6910	RFCP TRS OUT	60,000.00	
		527.12	ACH FOAM	610-6-8010-6910	SEWER TRSF OUT	527.12	
		7,213.25	REPAY DOWNTOWN COMM TIF SETUP	134-6-5050-6910	DWNTWN UR TRF OUT	7,213.25	
	<u>577,925.70</u>						
309-4-6020-4-4830	Mun Bldg TRF In	-	RIVERBOAT	305-6-6020-6910	RFCP TRS OUT	-	
		155,419.01	LOCAL OPTION SALES TAX	121-6-6020-6910	LOST TRSF OUT	155,419.01	
		172,497.04	EXCESS GENERAL FUND \$	001-6-6020-6910	GF CLERK TRSF OUT	172,497.04	
	<u>327,916.05</u>						
310-4-6020-4-4830	Wellness Trsf in	180,862.85	Wellness Park	305-6-6020-6910	RFCP TRSF OUT	180,862.85	
311-4-7500-4-4830	Sidewalk TRF In	25,000.00	Transfer from Road use Sidewalk repair \$	110-6-2010-6910	RUT TRSF OUT	25,000.00	
312-4-7500-4-4830	Tree RemovalTRF	107,000.00	Transfer from Road Use Tree Removal \$	110-6-2010-6910	RUT TRSF OUT	107,000.00	
602-4-8010-4-4830	WSink TRF In	8,159.45	WATER DEBT SERVICE PMT	600-6-8010-6910	WATER PLANT TRSF OUT	8,159.45	
603-4-8010-4-4830	WCapProj TRF In	54,005.73	2015 GO Bond Funds to Water Tower	301-6-6020-6910	CP TRSF OUT	54,005.73	
		989,449.20	Plant/South Tower/Well 6&7	600-6-8010-6910	WATER PLANT TRSF OUT	989,449.20	
			West Washington WM	600-6-8012-6910	WATER DIST TRF OUT	-	
	<u>1,043,454.93</u>						
610-4-8017-4-4830	Sewer TRF In	107,385.28	TIF- Repay Biz Park Internal Loan	133-6-6020-6910	UR 6 TRSF OUT	98,112.73	
				125-6-5050-6910	UR 1 TRSF OUT	9,272.55	
612-4-8015-4-4830	SSink TRF In	788,055.00	WWTF SRF Debt	610-6-8015-6910	SEWER PLANT TRSF OUT	788,055.00	
		151,297.50	West Side Int Debt	610-6-8017-6910	SEWER COLL TRF OUT	151,297.50	
613-4-8015-4-4830	SCapProj TRF In	-		610-6-8017-6910	SEWER COLL TRSF OUT	-	
613-4-8017-4-4830	Sewer Col CP TRF	200,000.00	sewer maint/courthouse sewer sep	610-6-8017-6910	SEWER COLL TRSF OUT	200,000.00	
	<u>5,398,342.49</u>						

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



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

MEMORANDUM

August 2, 2018

To: Mayor & City Council

Cc: Illa Earnest, City Clerk; Sarah Grunewaldt, Main Street Washington

From: Brent Hinson 
City Administrator

Re: Linda Lou's/Red Bear Day Care Building, 123 East 2nd

As discussed last time, we have finalized the development agreement as planned, and it is ready for public hearing and your consideration. The principals for Pam Panm/AllenMitchell CPAs have signed the agreement. All the details are similar to what was discussed last time, but we did secure an increase in the earnest money from \$1,000 to \$5,000. Although the City will not incur most of its costs until relatively close to the closing date on the property (January 4, 2019), we still felt this was important to reduce our risk somewhat.

We have already made arrangements for an asbestos inspector to evaluate the site (we previously did this with DNR funding but feel that the results were suspect as they were not supporting by lab results), and to conduct a Phase I environmental assessment (which will be paid by the buyer of the property).

It is exciting to get moving forward on this project.

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) entered into by and between the **City of Washington, Iowa**, 215 E. Washington Street, Washington, Iowa 52353, hereafter referred to as “City”; and **Pam Panm, LLC**, hereafter referred to as “Developer.”

WHEREAS, the City is the owner of that certain real property generally referred to as 123 E. 2nd Street and legally described as:

The north one-half of Lots One (1), Two (2) and Three (3) in Block Nine (9) in the original plat of the town, now City of Washington, in Washington County, Iowa,

(the “Development Property”); and

WHEREAS, the Developer has made an offer to the City to purchase the Development Property for the sum of \$75,000 plus additional requirements common in commercial real estate transactions (the “Offer”), said Offer attached hereto as Exhibit “A” and incorporated into this Agreement by this reference; and

WHEREAS, the Developer desires to redevelop the Development Property to be used to construct an approximate 8,000 square foot office building on the Development Property (the “Development Project”); and

WHEREAS, the Development Property is located within the Washington Downtown Commercial Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the City is willing to sell the Development Property to the Development Property for the offered price of \$75,000 pursuant to the terms of the Offer and the additional requirements outlined in this Development Agreement.

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

A. Developer's Obligations.

1. The Developer shall close the real estate transaction to purchase the Development Property in strict compliance with the Offer.

2. After conveyance of the Development Property to the Developer, the Developer shall construct the Development Project on the Development Property office building shall have received an occupancy permit by the City no later than eighteen (18) months from the date on the deed conveying the Development Property from the City or Main Street Washington, as the case may be, to the Developer.

3. The Developer shall utilize the services of the Main Street Iowa architect in the design of the building to ensure that the Development Project is consistent with the Main Street design standards.

4. The Developer shall submit appropriate plans for approval by the Planning and Zoning Commission and City Council to comply with the City's Site Plan ordinance and will obtain and pay for all proper permits prior to commencing construction of the Project.

5. The Developer shall pay all real estate taxes when due and shall maintain the property in strict compliance with all applicable rules, laws, and ordinances.

B. City's Obligations.

1. In recognition of the Developer's investment in a current vacant property for commercial purposes, the City shall demolish the current structure (including all existing concrete) on the Development Property no later than December 31, 2018.

2. In the event that the structure contains asbestos, the Developer agrees that the City has the right, in the City's sole discretion, under this Development Agreement to convey the Development Property to Main Street Washington, Inc. ("Main Street"). The purpose of this conveyance would allow Main Street to cause the asbestos to be removed and the structure to be demolished with state funding match.

3. The City shall close the real estate transaction to convey the Development Property to the Developer in strict compliance with the Offer.

C. Occurrence of Default/Remedies.

1. The following shall constitute an occurrence of default by the City:

- a. Failure to demolish the current structure of the Development Property by December 31, 2018.
- b. Failure to deliver possession of the Development Property to the Developer by January 4, 2019.
- c. Failure to comply with the terms of the Offer.

2. The following shall constitute an occurrence of default of the Developer:

- a. Failure to comply with the terms of the Offer:
- b. Failure to construct the Development Project as described in this Development Agreement.

3. Notice to Cure. Either party to this Agreement may, upon a occurrence of default by the other party, may serve a written notice upon the other party giving the other party thirty (30) days written notice to the address listed above. In the event that the defaulting party does not cure the default within said thirty (30) day period, the non-defaulting party may pursue any remedy listed in subsection (4) below.

4. Remedies of the Parties.

a. If the Developer is in default of this Development Agreement, the Developer shall pay the City, within thirty (30) days of demand by the City, the cost the City paid to mitigate any asbestos or lead paint in the original structure and demolish the structure and concrete.

b. If the City is in default of its obligations under this Agreement, the Developer may recoup any and all architect and engineering fees incurred by the Developer within thirty (30) days of demand by the Developer.

c. Each party may also exercise any other remedy available to it at law or in equity, and no remedy shall be mutually exclusive.

d. The non-defaulting party shall also be entitled to reasonable attorneys' fees and costs to enforce the terms of this Development Agreement.

D. Administrative Provisions.

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

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

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

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

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

6. That this Agreement may be executed in counterparts.

Dated this ____ day of _____, 2018.

(The rest of this page left intentionally blank.)

SIGNATURE PAGE FOR THE CITY OF WASHINGTON, IOWA

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jaron P. Rosien and Illa Earnest, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Washington, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Jaron P. Rosien and Illa Earnest acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

SIGNATURE PAGE OF DEVELOPER:

By: *Mitchell Billups*
Mitchell Billups, Member
Print name and title

By: *David A. Black*
David A. Black, Member
Print name and title

STATE OF IOWA, COUNTY OF WASHINGTON:

On this 2nd day of August, 2018, this document was executed by
Mitchell Billups and David A. Black as
Members, of Pam Panm, LLC.



Brent Hinson
Notary Public

Capper Chrysler, Dodge, Jeep, Ram

(866) 653-3480

1738 E Washington St Washington, Ia

2014 Jeep Grand Cherokee Laredo

\$20,395



STYLE: 4WD 4dr Laredo
MILES: 48,626
ENGINE: Flex Fuel Capability 3.6L 6 Cyl
TRANS.: Automatic
FUEL: Flex Fuel Capability
MPG: 17 / 24 MPG
STOCK: W2594A
VIN: 1C4RJFAG8EC371948
COLOR: Maximum Steel Metallic Clearcoat (Gray)/Black

Dealers Description

Local Trade! 8 Way Power Drivers Seat, Hill Start Assist, 4 Wheel Disc Brakes With ABS, 60/40 Split Folding Rear Seat, 3.45 Rear Axle Ratio, Privacy Glass, Keyless Entry With Proximity Entry & Push Button Start, Auto Dual Zone Climate Control, Rear Wiper/Washer, Auxiliary Power Point, Daytime Running Lamps, Traction Control, Heated Mirrors, Power Windows & Locks, Fog Lamps, Rear Defrost, Drivers Info Center, Auto Lamps, Cruise Control, Leather Wrapped Steering Wheel With Audio Controls, UCONNECT 8.4" Touch Screen Radio With Smartphone Integration & 6 Speaker Audio System, Tilt & Telescoping Steering Column, Auto Dimming Rearview Mirror, 18" Aluminum Wheels, Bluetooth, XM Equipped.

Installed Options

V6 Cylinder Engine
 Auto Transmission w/Manual Override
 Traction Control
 Flexible Fuel Capability
 Third Passenger Door
 Fourth Passenger Door
 Climate Control
 Dual Zone A/C
 A/C
 Rear Defrost
 MP3 Player
 Equalizer
 AM/FM Stereo
 Cloth Seats
 Bucket Seats
 Pass-Through Rear Seat
 Power Driver Seat
 Privacy Glass
 Power Windows
 Intermittent Wipers
 Rear Spoiler

Power Steering
 Wireless Cell Phone Hookup
 Passenger Illuminated Visor Mirror
 Trip Computer
 Front Reading Lamps
 Power Door Locks
 Remote Keyless Entry
 Daytime Running Lights
 Auto-On Headlights
 Auto-Off Headlights
 Fog Lamps
 Rear Floor Mats
 Front Floor Mats
 Auxiliary Pwr Outlet
 Heated Mirrors
 Variable Speed Intermittent Wipers
 Passenger Vanity Mirror
 Driver Illuminated Vanity Mirror
 Power Driver Mirror
 Driver Vanity Mirror
 Cruise Control

Rear Head Air Bag
 Side Head Air Bag
 Driver Air Bag
 Passenger Air Bag On/Off Switch
 Side Air Bag
 Child Safety Locks
 Passenger Air Bag
 Vehicle Anti-Theft System
 4-Wheel ABS
 Aluminum Wheels
 Leather Wrapped Steering Wheel
 Steering Wheel Controls
 Adjustable Steering Wheel
 Four Wheel Drive
 Tires - Front All-Season
 Compact Spare Tire
 Tires - Rear All-Season
 Tire Pressure Monitoring System
 4-Wheel Disc Brakes

\$20,395.00
 \$14,000.00 Trade

 \$6,395.00



View this vehicle online @ www.capperautogroup.com
 www.mach20autos.com - automotive website solutions

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



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

Memorandum

August 3, 2018

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

From: Brent Hinson
City Administrator

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

Re: Wellness Park Geotechnical Services

We need to retain Terracon as geotechnical engineer for the Wellness Park Grading & Utilities project. Primarily, they will be supervising grading compaction and the box culvert construction for the project.

As is typically recommended by Kevin, we are seeking approval of the agreement as printed, except that we need to strike out Paragraph #6, Limits of Liability.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Washington, IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Washington Wellness Park project ("Project"), as described in Consultant's Proposal dated 07/27/2018 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **7/27/2018**
Name/Title: **Guy L Johnson / Construction Services**
Department Manager
Address: **2640 12th St SW**
Cedar Rapids, IA 52404-3440
Phone: **(319) 366-8321** Fax: **(319) 366-0032**
Email: **Guy.Johnson@terracon.com**

Client: **City of Washington, IA**
By: _____ Date: _____
Name/Title: **Keith Henkel /**
Address: **215 E Washington St PO Box 516**
Washington, IA 52353-2024
Phone: **(319) 653-6584** Fax: _____
Email: **khenkel@washingtioniowa.net**



Unit Rate Schedule

	Rate	Unit
PERSONNEL		
Clerical	\$38.00	hour
Field Technician	\$52.00	hour*
Senior Field Technician	\$80.00	hour*
Field Engineer	\$98.00	hour*
Field/Lab Coordinator	\$65.00	hour
Project Manager/Engineer	\$98.00	hour
Senior Project Manager/Engineer	\$130.00	hour
Principal Engineer	\$165.00	hour
LABORATORY TESTING		
Standard Proctor, Soil	\$120.00	each
Standard Proctor, Rock	\$140.00	each
Modified Proctor, Soil	\$140.00	each
Modified Proctor, Rock	\$160.00	each
Atterberg Limits (three point)	\$100.00	each
Compressive Strength Cylinder (4" x 8", Terracon-made)	\$13.00	each
Compressive Strength Cylinder (4" x 8", made by others)	\$20.00	each
Flexural Strength of Concrete Beam (includes beam mold and cleaning)	\$65.00	each
Flexural Strength of Concrete Beam (made by others)	\$45.00	each
Concrete Beam Mold	\$10.00	each
Concrete Beam Mold Cleaning	\$20.00	each
FIELD EQUIPMENT/MATERIALS		
Nuclear Density Gauge	\$20.00	trip
Cure Box, per pour	\$5.00	each
Calcium Chloride Kit	\$20.00	each
Consumables	Cost + 15%	
TRIP CHARGE		
Trip Charge	\$80.00	trip

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A three-hour minimum charge is applicable to all site visits. Trip charge includes vehicle and mileage costs.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

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



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

Memorandum

August 3, 2018

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

From: Brent Hinson
City Administrator

Re: Woodlawn Cemetery HRDP Grant Construction Observation Services

Back in April, the Council authorized the submission of a Historic Resources Development Program (HRDP) grant application to the Iowa Department of Cultural Affairs for the Woodlawn Gates & Shelter project. The grant in the amount of \$26,983 was recently approved. The City has agreed to pay \$24,847 in matching funds. Part of the scope of the project was providing for construction observation services by a qualified architect. Attached is a proposal from Martin Gardner Architects for these services.

Contract # 11477.01, #1
Owner Name: City of Washington

FORM OF AGREEMENT FOR SERVICES BETWEEN OWNER AND ARCHITECT
Where the scope of the project is limited to a small group of tasks or small project.

Agreement made as of this Twenty-fifth day of July in the year of Two Thousand and Eighteen.

Between the Owner: City of Washington
215 E. Washington Street
Washington, IA 52353

and the Architect: Martin Gardner Architecture, P.C.

Marion Office: 700 11th Street, Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604
Fax Number: 319-377-1175

Strawberry Point Office: 11502 390th Street
Strawberry Point, IA 52076
Telephone Number: 563-933-4712
Fax Number: 563-933-2052

Please direct all payments to the Marion office.

For the following Project as currently understood:

Woodlawn Cemetery Gates and Shelter Phase II.

The Owner and Architect agree as set forth below.

ARTICLE ONE: ARCHITECT'S RESPONSIBILITIES

- 1.1 The Architect, his employees, and consultants shall perform the agreed upon Services as expeditiously as is consistent with professional skill and care and in the orderly progress of the Work.
- 1.2 Services to be provided by the Architect: The total extent of services to be provided by the Architect under this agreement are described in the attached proposal for services and as follows:

Construction Administration services as shown on the attached Exhibit A – Professional Services Proposal dated May 1, 2017. Design and TAN Report services were completed under Phase I contract dated January 20, 2017, herein attached as Exhibit B.

Contract # 11477.01, #1
Owner Name: City of Washington

8.6 Hazardous Materials: It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. The Owner will retain the services of a hazardous material consultant to identify and specify removal of all materials deemed hazardous by local environmental or health organizations.

ARTICLE NINE: PAYMENT FOR SERVICES

9.1 Method of computing fees: Lump sum amount of Four Thousand Four Hundred Dollars and Zero Cents (\$4,400.00) to be billed as the Project progresses.

All additional services are to be computed using the following hourly rates:

Principal Architect	\$140.00 per hour
Project Architect	\$125.00 per hour
Senior Project Manager	\$115.00 per hour
Project Manager	\$105.00 per hour
Draftsperson	\$100.00 per hour
Clerical	\$65.00 per hour

9.2 REIMBURSABLE AND SOFT COSTS EXPENSES:
Reimbursable expenses and soft costs will be billed for as they are incurred on this project.

9.3 INITIAL PAYMENT:
The Owner hereby agrees to make an initial payment of Zero Dollars and Zero Cents (\$0.00). This payment will be held against final payment for all services rendered on this project. Upon final payment, a credit for all excess moneys will be issued to the Owner.

9.4 Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days the Architect may, without waving any claim or right against the Owner, and without liability whatsoever to the Owner, terminate the performance of the service. Retainers shall be reimbursed after all services are completed and the final invoice is paid in full. Accounts unpaid 30 days after the invoice date may be



Exhibit A

Please note that the following hours represent our current best judgement as to the manpower assignments which will be made. We reserve the right to assign manpower as it becomes available and to make assignment based upon the best interests of the project. We also have made the following assignments based upon the current information available to us, if that information changes the fee estimate must likewise change.

*All meetings unless listed below are extra and shall be billed on an hourly basis	
Construction Phase Services	
Pre-Construction On-site Meeting with Selected General Contractor	
Questions from GC During Construction (via email/phone)	
On-site Visit at Conclusion of Each Construction Trade (4 assumed)	
Subtotal	
TOTAL OF ARCHITECTURAL SERVICES	\$ 4,400.00

Note 1- No reimbursable expenses are included in this proposal. All such expenses will be charged for as they are incurred. Reimbursable expenses will be primarily for mileage and travel expenses, and will be billed at the standard IRS rate.

Note 2- This project proposal has been prepared predicated upon the assumption of (5) total visits: One Pre-Construction meeting with all the Trades, and one visit at the conclusion of each Construction Trade's work. The four assumed Trades are: Window and Door Repair; Masonry and Stucco Repair; Interior Plaster Repair; Roof and Parapet Repair. The number of meetings shown is built upon this basis. Should the Owner or Contractor require additional meetings to decide on project decisions the Architect will continue to provide services for such meetings but shall charge for the additional meetings and may charge for additional studies or documents required by the Owner or Contractor in making these decisions.

Note 3- No bidding or construction contract management services are included in the Proposal, since the City has indicated that they can manage that internally. The Proposal also does not include seeking quotes from contractors, however we can provide comments on qualifications of potential contractors if desired. The Architect will notify the Owner once the contractor has satisfactorily completed their scope of work.

Brent Hinson

From: Rob Baker
Sent: Wednesday, July 18, 2018 8:49 AM
To: Brent Hinson; Chad McCleary
Cc: Steve Troyer; Matthew S. Hawes; Brian Riesberg; Nick Johnson; Jordan Vos; Illa Earnest; Kyle Wellington
Subject: Change Order 3 Northway Well, Well 6 Improvements, Washington
Attachments: Change Order 3 Northway Well.pdf

Brent and Chad,

Attached is Change Order 3 to add a stilling well and level sensor to Well 5. Adding the level sensor does not include integration of the level sensor to the Plant PLC and SCADA. We assumed that we would have Jetco do that under the WTP Improvements Project. We recommend this change to provide the water system with an automated and accurate means to keep track of well levels and draw downs. This also matches the stilling wells and level sensors provided by Northway for Well 6 and 7. The change also includes the replacement of a pipe fitting and pipe spool which were in poor condition. This replacement occurred when the well house valves in Well 5 were replaced.

Days were adjusted to account for the time which has passed since the last change, but there is the same time offset between when we think they will complete this work and the completion dates. This still gives the City a point to barter (liquidated damages) should Northway try to claim more costs (pay item 11 or other) on their final application for payment.

Unless you have questions or changes, we recommend that the City Council consider this item at their next Council Meeting, Aug 7.

Thank you,
Rob

Robbie Baker, P.E.



25 YEARS STRONG

FOX Engineering Associates, Inc.

414 South 17th Street | Suite 107 | Ames, IA 50010

Office | 515.233.0000 | Cell | 515.313.7202

www.foxeng.com

Date of Issuance: August 7, 2018	Effective Date:
Owner: City of Washington, Iowa	Owner's Contract No.:
Contractor: Northway Well and Pump Co.	Contractor's Project No.:
Engineer: FOX Engineering	Engineer's Project No.: 3424-15C
Project: Well 6 Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

- Item 1: During replacement of valves and flow meter in the well house of Well 5, a fitting and pipe spool were found to be in poor condition and were replaced per the Owner's direction. (Add \$1,490.33).
- Item 2: Modify the Well 5 wellhead base plate and provide a stilling well and submersible level transducer with 425 feet of cable. Stilling well material and level transducer product shall be the same as what was provided under CPR 002. This work does not include complete removal of well pump or drop pipe and does not include wiring connections to the Well house PLC. (Add \$8,331.03)
- Item 3: Add 143 days to the contract times.

Attachments: Northway CP#6 dated May 3, 2018, Northway CP#5 dated June 4, 2018

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 372,755.50</u>	Original Contract Times: Substantial Completion: <u>April 1, 2017</u> Ready for Final Payment: <u>May 1, 2017</u> <i>days or dates</i>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : <u>\$ 79,921.23</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>294</u> Ready for Final Payment: <u>294</u> <i>days</i>
Contract Price prior to this Change Order: <u>\$ 452,676.73</u>	Contract Times prior to this Change Order: Substantial Completion: <u>January 19, 2018</u> Ready for Final Payment: <u>February 19, 2018</u> <i>days or dates</i>
[Increase] [Decrease] of this Change Order: <u>\$9,821</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>143</u> Ready for Final Payment: <u>143</u> <i>days or dates</i>
Contract Price incorporating this Change Order: <u>\$</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 11, 2018</u> Ready for Final Payment: <u>July 12, 2018</u> <i>days or dates</i>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>R. J. Baker, P.E.</u>	Title: _____	Title: <u>Sales</u>
Date: <u>July 17, 2018</u>	Date: _____	Date: <u>July 17, 2018</u>

Northway Well and Pump Co.
4895 8th Avenue
Marion, Iowa 52302

May 3, 2018

Fox Engineering
414 South 17th Street
Suite 107
Ames, Iowa 50010

Attn: Mr. Rob Baker, P.E./Project Manager
RE: Washington Well #6 Improvements
Change Proposal #6

Dear Rob,

The following is the additional cost to replace the 10" x 6" flanged reducer and piping spool at Washington Well #5 due to severe deterioration.

A. Well #5 Additional Piping	
1. One 10" x 6" CI flanged reducer and gasket kit	\$ 336.08
2. One 6" replacement spool	179.25
3. Additional field labor	975.00
Total cost for the above CO request	\$ 1,490.33

Rob, if you have any questions please let me know.

Sincerely,



Tom Engelken, Sales Representative
Northway Well & Pump Company

Northway Well and Pump Co.
4895 8th Avenue
Marion, Iowa 52302

June 4, 2018

Fox Engineering Associates, Inc.
414 South 17th Street
Suite 107
Ames, IA 50010

Attn: Mr. Rob Baker, PE

Re: Washington Well #6 Improvements
Change Proposal Request #5

Dear Rob,

Per our conversation the following information and cost are associated with Washington Well #5 transducer installation.

The existing upper casing is 12" ID and the drop pipe couplings and submersible pump cable outside diameter measurement is around 8 ¾" to 9 inches. There is room for the installation of 1 ¼" PVC still well pipe. The only concern would be that when the pumping equipment was installed that they kept the submersible pump cable all on the same side or parallel from the bottom to the well top.

I will give a base price with an alternate cost if it has to be pulled up and replaced back in if the submersible pump cable needs repositioned.

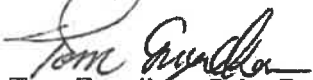
A. Well #5 Stilling Well Installation

- | | |
|--|--------------------|
| 1. 400 Feet of 1 ¼" PVC tubing and fittings | \$1,580.00 |
| 2. Well top modification | \$ 987.55 |
| 3. PTX 5032 Druck Transducer with 425 feet of cable | \$2,263.48 |
| 4. Field labor to install transducer still well without removing drop pipe | \$3,500.00 |
| 5. Additional cost to remove and replace pumping equipment beyond
One day | per hour \$ 295.00 |
| 6. Misc. material for reinstallation if needed | \$ 585.00 |

Rob, the above pricing does not include any wiring from the well head to the water level control monitor.

If you have any questions, please let me know.

Sincerely,



Tom Engelken, Sales Representative
NORTHWAY WELL & PUMP CO.

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



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

Memorandum

August 3, 2018

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

From: Brent Hinson
City Administrator

Re: South 12th Avenue & East Washington Street Intersection Study

We have heard numerous concerns over the years about the South 12th Avenue/ East Washington Street intersection. Mayor Rosien asked me to look further into this issue. I believe the appropriate step at this time is to request that the Iowa DOT perform a Transportation Engineering Assistance Program (TEAP) intersection study and develop recommendations. We have used this program in the past for the Sitler/South Iowa intersection and, less successfully, for the Lexington-West 5th/ Highway 1-92 intersection. Because East Washington is a state highway, we would need the DOT's support of any changes in any event. I have attached information on the program. Essentially, if you approve of the resolution of support, I would write a letter to the District Engineer and request the study. We would need volunteers to help collect data at the intersection, and the DOT or their consultant would analyze the data and provide recommendations.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING A TRAFFIC ENGINEERING ASSISTANCE PROGRAM (TEAP) APPLICATION

WHEREAS, numerous residents have indicated concerns with traffic flow at the South 12th Avenue/East Washington Street (Highway 92) intersection; and

WHEREAS, in order to identify improvements or other options needed for that intersection, the City would like to utilize the Iowa DOT Traffic Engineering Assistance Program (TEAP).

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

Section 1. The City Council endorses the submission of a request to the Iowa Department of Transportation for a study of the South 12th Avenue and East Washington Street (Highway 92) intersection under the Traffic Engineering Assistance Program (TEAP).

Section 2. The City agrees to assist with data collection for the study.

PASSED AND APPROVED this 7th day of August, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

OFFICE OF TRAFFIC AND SAFETY

IOWA TRAFFIC ENGINEERING ASSISTANCE PROGRAM (TEAP)

INTENT OF PROGRAM

TEAP provides traffic engineering expertise to local units of government. The purpose is to identify cost-effective traffic safety and operational improvements as well as potential funding sources to implement the recommendations. Typical studies include high-crash locations, unique lane configurations, obsolete traffic control devices, school pedestrians, truck routes, parking issues, and other traffic studies.

WHO IS ELIGIBLE TO REQUEST FUNDING?

Iowa cities and counties without the resources of a staff traffic engineer — typically cities with populations less than 35,000. [Roundabout](#) reviews are available for any city or county.

QUALIFICATIONS FOR FUNDING?

No local match is required. However, the applicant will be required to assist the consultant with data collection, if needed (as-built plans, traffic counts, street maps, crash reports, etc.).

TYPE OF SUBMITTAL REQUIRED

A letter of request explaining the problem must be sent to the appropriate district engineer. If the request involves K-8th grade school pedestrians or a potential roundabout, that information should be noted in the request.

APPLICATION AMOUNT - MAXIMUM

TEAP will fund up to 100 hours of consultant time.

APPLICATION DEADLINE

Successful applications are funded in order of receipt until resources are exhausted.

Assessment Assistance Program

The subject of the study must address an existing traffic/safety problem. This program is not intended for planning purposes.

TYPE OF APPROVAL REQUIRED

An Iowa DOT district staff recommendation and approval of the Office of Traffic and Safety is required.

AVERAGE LENGTH OF TIME FOR ACCEPTANCE DECISION

Thirty days

PROGRAM'S ANNUAL FUNDING LEVEL

\$125,000

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



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

Memorandum

August 3, 2018

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

From: Brent Hinson
City Administrator

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

Re: Revised IRE Treatment Agreement

The City has been working with Iowa Renewable Energy (IRE) biodiesel, which is by far our largest industrial wastewater contributor, for a number of years as their business has evolved and progressed. We entered into a treatment agreement in 2013 to accept a portion of their waste stream for the first time. Our old wastewater plant could not even come close to accommodating them, and they trucked all of their wastewater to the Des Moines Wastewater Reclamation Authority prior to that point. The agreement was revised in 2014 after IRE made a considerable investment in pre-treatment processes to allow them to discharge all of their effluent to our system. This partnership has been a money-saver for IRE and a money-maker for the City.

In the treatment agreement amendment being presented now, IRE is seeking increased limits to flow, 5-day Biochemical Oxygen Demand (BOD5), Total Suspended Solids (TSS), and Total Kjeldahl Nitrogen (TKN) to accommodate their business growth. The only one of these items that appears to present issues down the road is TKN. The main reason for this concerns is that TKN discharges grow with normal household effluent growth, so allocating more TKN capacity to IRE could theoretically limit long-term residential growth. This is clearly a policy matter for the City to consider in reviewing the request. Therefore, we have spent considerable time with FOX Engineering and IRE in examining and discussing the request and feel we have reached a reasonable agreement. We have added a paragraph to the treatment agreement requiring review of the agreement if any raw loading or flow parameter is within 95% of what is allowed by our DNR discharge permit. In that circumstance, our first strategy would be to request that the DNR re-rate the plant for the increased loading or flow, which sounds like it would have a reasonable chance of success but the final verdict depends on the circumstances. If the DNR were to deny re-rating the plant, we would then examine options with IRE for staying within the plant limits with a

similar cooperative process to what we have had over the past six years. It sounds like based on FOX's guidance that they do not feel that we are at high risk of starting to violate our permit on TKN if this amendment is approved, but out of an abundance of caution we have tried to anticipate and discuss in advance any possible long-term issues and strategies to address those issues if needed.

The proposed treatment agreement amendment, thus, does not appear at this time to create unsolvable long-term issues for the City. It is in many ways a good problem to have, as it is necessitated by the success of our largest local industrial contributor. In addition, the treatment agreement amendment would bring additional revenue into our Sewer Fund, which is always a welcome development. We recommend approval of the agreement as presented.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A TREATMENT AGREEMENT
WITH IOWA RENEWABLE ENERGY**

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

WHEREAS, due to anticipated growth in IRE's effluent due to business growth, the City and IRE have been discussing increased limits for the Treatment Agreement; and

WHEREAS, FOX Engineering recommends the attached amended Treatment Agreement based on their analysis of our existing waste streams, permit limits, and future growth projections.

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

Section 1. The Council hereby adopts the attached Treatment Agreement.

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

PASSED AND APPROVED this 7th day of August, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

TREATMENT AGREEMENT

This AGREEMENT made and executed this ___ day of _____, 20___, by and between IOWA RENEWABLE ENERGY (a.k.a. IRE) doing business in Washington, Iowa, hereinafter referred to as the "CONTRIBUTOR", and the CITY OF WASHINGTON, IOWA, hereinafter referred to as the "CITY". The CONTRIBUTOR operates a bio diesel plant in the City where waste streams are generated through the production process. The CONTRIBUTOR had previously truck-hauled the effluent generated through its waste streams to other treatment facilities. Under this AGREEMENT, the CONTRIBUTOR intends to combine its waste streams into one holding tank, treat the combined waste stream with pretreatment facilities onsite, and discharge the pretreated wastewater effluent to the CITY's Publically Owned Treatment Works (POTW), which may have a significant impact, either singly or in combination with other wastewater, on the City sewer system and/or treatment facilities. This AGREEMENT has been prepared in accordance with Chapter 97 Section 97.09 – 97.19 of the City Municipal Code and applicable federal and state laws and regulations for the purpose of acceptance, treatment, and discharge of the wastewater discharged by the CONTRIBUTOR into the CITY's sewer system and POTW.

Both IRE and the City agree to review this agreement at least once every 5 years. By entering this agreement, both IRE and the City are committing to a loading which is within the treatment plant's capacity or making an investment in improvements to the City's WWTP which will treat increased flows or loadings. If any raw loading or raw flow parameter is found to be within 95% of the design capacity established by the Iowa DNR in the City's WWTP Construction Permit, then this shall trigger a review of the pretreatment agreement. If any final effluent constituent on the NPDES Discharge Permit has reached 95% of its limit, then this shall trigger a review of the pretreatment agreement. All available data or at least one year's worth of data shall be considered to determine whether the raw loading or raw flow has reached 95% of the capacity or whether the plant has reached a final effluent discharge limit. Operational information shall be provided by the City and IRE and shall be considered to select the appropriate range of dates to ensure that the data set is representative .

This Agreement is based upon laboratory test data reported by the Contributor from wastewater samples acquired by the Contributor and from general operational information provided by the Contributor about their facility. The purpose of this Agreement is to identify pollutants to be discharged by the Contributor and limit the impact on the City's sewer system and POTW.

In consideration of the City's acceptance of such wastewater, the CONTRIBUTOR AGREES to:

1. Adhere to all other provisions of Chapters 95, 96, 97, 98, and 99 of the City Municipal Code except as allowed by this Agreement and all other pertinent Ordinances or regulations as may be adopted by the City or any federal or state regulatory agency in the future pertaining thereto.
2. Discharge wastewater that does not exceed the flows, mass limits, and concentration limits listed in Exhibit 1 (DNR Form 31) attached and made part of the Agreement for Item 8 - Compatible Waste, does not exceed the concentrations listed for Item 9 - Incompatible Waste, and does not contain prohibited wastes or exceed the maximum allowable quantity or concentration of prohibited discharges listed in Chapter 97 Sections 97.03 and 97.06 of the City Municipal Code.
3. Monitoring of Permitted Parameters for Reporting Purposes. Monitor the pretreated wastewater for the parameters listed in Items 8 & 9 of Exhibit 1 (Iowa Department of Natural Resources Treatment Agreement Form) in accordance with the monitoring schedule issued in conjunction with the NPDES Permit for the POTW. If the NPDES permit does not specify a schedule, then the default minimum monitoring frequency is once per month for BOD5, TSS, TKN, FOG, Total Nitrogen, and Total Phosphorus. Pretreatment effluent flow shall be totalized once a day and each day's flow shall be reported. Laboratory testing shall be in accordance with Chapter 97 Section 97.14, performed by an outside certified laboratory approved by the City, and test results shall be submitted to the City on a monthly basis. All costs associated with acquiring, preserving, transporting, and testing samples of the

TREATMENT AGREEMENT

Contributor's wastewater shall be borne by the Contributor. The only other exception to monitoring frequency above is when new pretreatment facilities are constructed and brought online by the Contributor. Exhibit 2 is a Memorandum of Understanding between the Contributor and City regarding the special monitoring requirements for the first year of operation of new pretreatment facilities.

4. Operational Monitoring by Contributor. Contributor shall monitor the pretreated wastewater using its own internal laboratory, equipment, and personnel on site, using laboratory methods accepted by the City. Contributor shall monitor COD, TKN, and TSS on site no less than once per week. Test results shall be reported to the City no less than once per month on the Contributor's monthly report to the City. An example of this monthly report is provided with this agreement as Exhibit 3. The purpose of this monitoring is to quickly ascertain if the wastewater discharged is in excess of the pretreatment effluent limits, and to notify the City immediately if it is. A secondary purpose will be to provide the City with information it can use to more efficiently operate the POTW. Frequent communication between operational staff for the Contributor and City is encouraged.
 - A. Accuracy and precision of the internal lab results will be verified against a third-party certified laboratory test result on a split or equivalent sample for each parameter, no less than once per month. Whenever the internal lab result is found to be not accurate and representative with respect to a third party certified laboratory result, then the Contributor will make appropriate changes and repeat the split sampling and re-test the parameters in question with the third-party certified lab until the Contributor's internal laboratory results are found to be accurate and representative of what the third-party certified laboratory would report.
 - B. The City may request additional samples and testing for any of the requirements above. Contributor shall provide samples at the first available opportunity after receiving the request, and samples will be provided at no cost to the City. Testing costs for such additional samples shall be the responsibility of the City.
 - C. Contributor shall immediately communicate any test results which may indicate that the pretreatment effluent may exceed the pretreatment limits or if there is a significant change in pretreatment effluent water quality relative to what has been discharged in the 2 to 4 preceding weeks.
 - D. An exception to monitoring frequency in this item is when new pretreatment facilities are constructed and brought online by the Contributor. Exhibit 2 is a Memorandum of Understanding between the Contributor and City regarding the special monitoring requirements for the first year of operation of new pretreatment facilities.
5. The monitoring schedules above assume that the facility is in production, and during periods when the pretreatment facility is discharging effluent to the City sanitary sewer. During periods of no discharge, sampling and testing of the above parameters will be suspended. Once the discharge resumes, testing shall resume.
6. Construct, operate, monitor, and maintain on-site storage/equalization and pretreatment facilities for wastewater generated in accordance with Chapter 97 Sections 97.13 and 97.15 of the City Municipal Code. Storage/equalization and pretreatment facilities shall be suitable to facilitate stabilization, reduction of pollutants, flow measurement, observation and sampling. The cost of constructing and maintaining the storage/equalization and pretreatment facilities shall be borne by the Contributor. The Contributor is responsible for constructing any subsequent modifications to the pretreatment facilities if the Contributor's pretreated effluent does not meet the pretreatment agreement's discharge limits.

TREATMENT AGREEMENT

7. Wastewater sampling and flow measurement equipment shall be included in the Contributor's pretreatment facilities at a dedicated, permanent facility location. Flow measurement shall automatically meter only the wastewater flow discharged to the City, totalized on a daily basis, and provide an appropriate, accessible space for an automatic composite sampler. The sampling and flow measurement location shall be accessible by the City at any time without any special entry provisions (such as confined space or other restricted space requiring specialized access).
8. Contributor shall submit a monthly log report in a spreadsheet format including the flow for each day and the test results of samples tested. The cost of the sampling and metering equipment shall be shared equally with the City.
9. Grant permission to the City for the Superintendent or his designee for guided access to the wastewater storage/equalization and pretreatment facilities for the purpose of inspection, surveillance, and monitoring procedures necessary to determine, independent of information supplied by the Contributor, compliance or noncompliance with the terms and conditions of this Agreement. The City shall provide advance notice of any site visit to the Contributor except where such notice is not possible or practical (such as an emergency or unforeseen event or possible legal or administrative action).
10. If the Contributor has not been discharging for a long period, such as 5 consecutive calendar days, the Contributor shall notify the City of commencing their discharge of wastewater to the POTW, with as much advance notice as possible, up to 30 days of advance notice. Even if unsure of the exact day/time that wastewater will be discharged to the POTW, Contributor shall keep the City informed of the best estimate of when discharges could occur, prior to the discharge commencing. Similarly, the Contributor shall provide as much advance notice as possible of discontinuing discharge for a long period, such as 5 consecutive calendar days or more.
11. Notify the City at least one-hundred twenty (120) days in advance of any planned increase in volume or chemical constituency of the wastewater discharge in order that the City may evaluate the effects on the sewer and POTW, notify the Iowa Department of Natural Resources (IDNR) and obtain necessary NPDES Permit Amendment as may be required, and consider amendment of this Agreement.
12. Cooperate at all times with the City and the Superintendent during inspection of facilities, sampling, and other studies of the wastewater generated by the Contributor.
13. Notify the City immediately in the event of any accidental discharge of prohibited waste or other occurrences which may have a detrimental effect on the City's sewer or biological wastewater treatment works. Costs directly attributable to any detrimental discharge from the Contributor including, but not limited to, repair of physical damages, temporary treatment measures, disposal of contaminated sludge, and monetary penalties imposed by IDNR shall be borne by the Contributor.
14. Pay sewer user charges and applicable surcharges in accordance with Chapter 99 of the City Municipal Code based on the volume of discharge as measured and continuously recorded by the Contributor and laboratory test results for listed parameters. The flat availability charge related to capital costs of the construction of the WWTF will apply for a period not to exceed 30 years, at which point the standard minimum charges for industrial discharge will apply in place of the availability charge.

The **CITY AGREES** to the following:

1. Accept the responsibility for treatment and discharge of the wastewater from the Contributor in combination with other wastewater received in accordance with the provisions of the joint Federal/State NPDES Permit to operate the City of Washington POTW until such time as laboratory testing of the

TREATMENT AGREEMENT

wastewater from the Contributor indicates harmful concentration(s) or adverse effects directly attributable to the Contributor. At such time as harmful concentration(s) are identified, the Superintendent shall notify the Contributor that the injurious constituent(s) of the wastewater must be eliminated or reduced to acceptable levels by means of source separation, flow/load equalization, and/or pretreatment all of which shall be accomplished by the Contributor. At such time as the Superintendent shall determine that harmful or injurious concentration(s) are present in the wastewater, the Superintendent shall have the right to interrupt such discharge(s).

2. Obtain samples either by splitting samples collected by the Contributor or by means of other sampling devices, and conduct certain laboratory tests as shall be determined by the Superintendent. The cost of receiving samples and testing performed by City personnel shall be borne by the City.
3. To consult with the contributor at least 90 days in advance and offer an opportunity to meet regarding any proposed sewer rate increase of more than 5%.
4. The City will provide a used automatic chiller sampler to the Contributor for their use, if it meets their needs. The City shall pay one-half the cost of the metering and sampling equipment. The costs of the metering and sampling equipment shall be approved by the City prior to purchase by the industry.

This **AGREEMENT** shall be reviewed annually or more often upon written request of either party and may be modified or terminated by the City in accordance with Chapter 97 Sections 97.10, 97.12 & 97.17

TREATMENT AGREEMENT

ACCEPTED this __ day of _____, 20__ for **IOWA RENEWABLE ENERGY**.

Signature: _____

Signature: _____

By: _____
Typed/Printed Name

By: _____
Typed/Printed Name

Title: _____

Title: _____

ACCEPTED this __ day of _____, 20__ by the **CITY OF WASHINGTON, IOWA**.

Signature: _____

Signature: _____

By: _____
Typed/Printed Name

By: _____
Typed/Printed Name

Title: _____

Title: _____



**IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM**

DNR USE ONLY	
NPDES NO.	_____
IND. CONT. AGREEMENT NO.	_____
REPLACES AGREEMENT NO.	_____

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

SIGNIFICANT INDUSTRIAL USER		SYSTEM RECEIVING WASTE	
NAME Iowa Renewable Energy		NAME City of Washington, IA	
MAILING ADDRESS 1701 E. 7th Street, Washington, Iowa 52353		MAILING ADDRESS City Hall, 215 E. Washington, Washington, IA 52353	
AUTHORIZED REPRESENTATIVE Ron Lutovsky, COO/CFO	PHONE NO. 319-653-2890	AUTHORIZED REPRESENTATIVE Brent Hinson, City Administrator	PHONE NO. 319-653-6584

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the quantities listed on page two of this form after:

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

TYPED OR PRINTED NAME Ron Lutovsky	TITLE CFO/COO	SIGNATURE	DATE
---------------------------------------	------------------	-----------	------

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the reverse in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United State Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the reverse, or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

TYPED OR PRINTED NAME Brent Hinson	TITLE City Administrator	SIGNATURE	DATE
---------------------------------------	-----------------------------	-----------	------



TREATMENT AGREEMENT FORM

1. PROCESS DESCRIPTION					
SPECIFIC MANUFACTURING PROCESS Biodiesel production utilizing transesterification process			SIC CODES 2869		
CONSUMPTION			PRODUCTION		
PRINCIPAL RAW MATERIAL	AMOUNT CONSUMED PER DAY		PRINCIPAL PRODUCTS	AMOUNT PRODUCED PER DAY	
Waste oils, including soy, canola, rendered animal fats, corn, and used cooking oil.	Varies between 400,000 lbs and 780,000 lbs		100% Biodiesel	Varies between 50,000 gallons and 100,000 gallons	
2. HOURLY MAXIMUM FLOW CONTRIBUTION	3. DAYS OF OPERATION PER WEEK		4. HOURS OF OPERATION DURING PEAK DAY OF OPERATION	5. RANGE OF pH LEVEL IN CONTRIBUTION	
5000	7		10	MINIMUM 6	MAXIMUM 9
6. DESCRIPTION OF PRETREATMENT PROVIDED					
Flow equalization, acid addition to lower pH to enhance floating solids separation, coagulant and polymer addition, dissolved air floatation.					
7. DESCRIPTION OF ANY BATCH OR PERIODIC DISCHARGES					
Discharge 7 days per week, approximately 10 hours each day when discharging. Production of biodiesel can occur outside these time periods, but there is a holding tank onsite to capture wastewater produced.					
8. COMPATIBLE WASTE IN CONTRIBUTION					
WASTEWATER PARAMETER	AVERAGE	MAXIMUM	WASTEWATER PARAMETER	AVERAGE	MAXIMUM
Flow (MGD)	0.035	0.042	Ammonia Nitrogen (lbs/day)		
BOD5 (lbs/day)	850	1250	Oil and Grease (mg/l)	60	100
Total Suspended Solids (lbs/day)	40	90			
Total Kjeldahl Nitrogen (lbs/day)	54	80			
9. INCOMPATIBLE WASTE IN CONTRIBUTION					
WASTEWATER PARAMETER	AVERAGE		MAXIMUM		
	mg/l	lbs/day	mg/l	lbs/day	
See Codes of Ordinances of the					
City of Washington, Section 97.05					

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



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

Memorandum

August 2, 2018

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

From: Brent Hinson
City Administrator

Re: 28E Recycling Center Contract Amendment

As the Council discussed at the June 5 meeting with contractor Lynn Whaley of WEMIGA Waste, Inc., changes to recycling markets have occurred based on a closing of the Chinese market for certain recyclables. It may be a while before new destination markets are located and the market as a whole returns to normal.

The Board of Supervisors adopted a version of the attached amendment on July 10 which I believe has a couple of shortcomings. First is that I believe the amendment is overly broad by addressing categories of recycling that are unrelated to the current issues (the Chinese policy affects plastics and mixed paper and not the other categories). Second is that the amendment was made to be effective 60 days after signing, which does not seem to be fair to the contractor, since he brought the issue to our attention in May and has been waiting on a decision since then. The contract amendment in your packets shows changes in red (deletions) or blue (additions) related to what was adopted by the BOS on July 10.

I understand some of you may have reservations about the contract amendment in general. I do think that the request is legitimate based on my limited understanding of recycling markets and trends, but this change does undermine one of the City's main goals in entering into the current contractual arrangement: We accepted a higher base cost than the previous contract in exchange (we thought at the time) for more cost certainty. I do recommend approval of the amendment that is presented here, but it is not without reservations on my part as well.

RESOLUTION NO. _____

**A RESOLUTION APPROVING CONTRACT AMENDMENT FOR
OPERATION OF 28E RECYCLING CENTER**

WHEREAS, the City of Washington and Washington County jointly operate a 28E Recycling Center on Lexington Boulevard; and

WHEREAS, the City Council adopted Resolution 2016-108 on November 15, 2016, which approved entering into a contract with Wemiga Waste, Inc. (“the Contractor”) for operation of the Center; and

WHEREAS, the Contractor has informed the City and County of major changes to recycling markets, creating costs that were not anticipated at the time the contract was entered into.

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

Section 1. Subject to concurrence by the Washington County Board of Supervisors, the City of Washington approves the contract amendment attached as Exhibit A with Wemiga Waste, Inc.

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

PASSED AND APPROVED this 7th day of August, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

AMENDMENT COSTS OF RECYCLING

1. This amendment (the “Amendment”), is made by Wemiga Waste, Inc., the City of Washington, and Washington County, Iowa, parties to the Agreement for Services between Wemiga Waste, Inc., Washington County, Iowa, and the City of Washington, Iowa, dated November 15, 2016 (the “Agreement”).
2. The purpose of this Amendment is to address the dramatic change in the recycling market.
3. The Agreement is amended as follows:
 - A) “NET RECYCLING EXPENSE” is defined as the total monetary cost of recycling to Wemiga Waste, Inc. when subtracting any and all profit on recycling made by Wemiga Waste, Inc. in a month.
 - B) The paragraph on page 4 of the Agreement titled “FEES” is hereby amended, consistent with the following:
 - I. Where the cost of recycling for Wemiga Waste, Inc. exceeds the profit of recycling, if any, for Wemiga Waste, Inc., Washington County and the City of Washington shall equally pay only the net recycling expense.
 - a. Wemiga Waste, Inc. shall submit a recycling invoice at the first meeting of each month for the Washington County Board of Supervisors.
 - b. Wemiga Waste, Inc. shall submit a recycling invoice at the first meeting of each month for the Washington City Council.
 - c. Invoices shall reflect only the amount in which the respective governmental entity is responsible, with each governmental entity paying for half of all costs for recycling.
 - d. Invoices shall be itemized by recycling materials, with tonnages and amount of costs and revenue thereto.
 - e. Wemiga Waste, Inc. shall further attach receipts for recycling materials for each month’s invoice.
 - II. Where the cost of recycling does not exceed the profit of recycling, Wemiga Waste, Inc. shall be responsible for all recycling expenses.
 - a. Wemiga Waste, Inc. shall update the Washington County Board of Supervisors and Washington City Council at the first respective meeting of each month with the current market standards for recycling costs.
 - III. The Chair of the Washington County Board of Supervisors and the Mayor of the City of Washington will confer and appoint a Joint Recycling Commissioner.

- a. The Joint Recycling Commissioner shall not receive payment or benefit for their service.
 - b. This Joint Recycling Commissioner will serve at the pleasure of both the Chair of the Washington County Board of Supervisors and the Mayor of the City of Washington.
 - c. The Joint Recycling Commissioner will be responsible for verifying the commodity prices of recyclable class #1-#7 plastics; ~~tin and aluminum in consumer form;~~ and newsprint (including magazines, but not the bindings of hardcover books)/ mixed paper; ~~glass in consumer form (clear, green, and brown); and #2 corrugated cardboard;~~ and providing monthly reports at the first monthly meetings of both the Washington County Board of Supervisors and the City of Washington City Council.
- IV. Upon a passed motion from the majority of either the Washington County Board of Supervisors or Washington City Council, Wemiga Waste, Inc. shall make available its financial record-keeping to illustrate actual recycling expenses.
4. Except as set forth in this Amendment, the Amendment on Ashes, the Agreement, and Addendum A to the Agreement remain unaffected, and shall continue in full force and effect in accordance with the terms provided therein. If there is a conflict between this Amendment, the Amendment on Ashes, the Agreement, or Addendum A, the terms of this Amendment shall prevail.
 5. This Amendment ~~shall take effect sixty (60) business days from the date of the last signature, unless earlier revoked by any party~~ is retroactive to May 1, 2018, and Washington County and the City of Washington shall pay for eligible costs incurred since that date upon presentation of appropriate invoices by Wemiga Waste, Inc.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

By: _____
Lynn Whaley, Contractor DATE
Wemiga Waste, Inc.

By: _____
Abe Miller, Chair DATE
Washington County Board of Supervisors

By: _____
Jaron Rosien, Mayor DATE
City of Washington

By: _____
Daniel Widmer DATE
Washington County Auditor

By: _____
Brent Hinson DATE
Washington City Administrator

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



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

Memorandum

August 1, 2018

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

From: Brent Hinson
City Administrator

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

Re: Setup of LOST Debt Service Funds & Renumbering of Hotel/Motel Tax Fund

As we prepare for the delivery of funds on the 2018B revenue bond issuance (slated for August 21), we need to set up two new funds to allow for proper accounting. These are proposed as 122- LOST Debt Service and 123- LOST Debt Service Reserve. Fund 122 is where the LOST money will be transferred and then expended for debt payments, and Fund 123 is a set-aside fund required by the bond covenants where we are required to keep at least 50% of the highest annual debt payment until the debt is paid off (most cities actually use this to help make the final payment itself).

In an effort to keep related funds sequentially numbered, we also need to renumber the Hotel/Motel Tax Fund from 123 to 124, and the resolution addresses this change as well.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING LOCAL OPTION SALES TAX DEBT SERVICE FUNDS AND RENUMBERING AN EXISTING FUND

WHEREAS, the City Council has duly authorized the legal and financial procedures for a Local Option Sales & Service Tax revenue bond issuance; and

WHEREAS, proper financial practices and bond covenants require the creation of two new related funds; and

WHEREAS, it is also necessary to renumber the Hotel/Motel Tax Fund to allow for sequential numbering of the three LOST funds.

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

Section 1. The City Council directs the Finance Director to renumber current Fund 123- Hotel/Motel Tax as Fund 124.

Section 2. The City Council directs the Finance Director to create the following new funds, for the purposes designated below:

- a. 122- LOST Debt Service, for the purpose of separately accounting for all non-General Obligation sales tax revenue bonds.
- b. 123- LOST Debt Service Reserve, for the purpose of setting aside reserve funds as may be required for non-General Obligation sales tax revenue bond covenants.

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

PASSED AND APPROVED this 7th day of August, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, \$1,805,000 Local Option Sales and Services Tax Revenue Bonds, Series 2018B, dated August 21, 2018, have been sold at negotiated sale and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

Section 1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,805,000 Local Option Sales and Services Tax Revenue Bonds, Series 2018B, dated August 21, 2018.

Section 2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7th day of August, 2018.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,805,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS, SERIES 2018B, OF THE CITY OF WASHINGTON, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE BONDS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,805,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS, SERIES 2018B, OF THE CITY OF WASHINGTON, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE BONDS

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, an ordinance was duly adopted by the City Council of the City of Washington, Iowa with respect thereto, which local option taxes are and will continue to be collected as set forth therein and said revenues have not been pledged and are available for the payment of bonds; and

WHEREAS, revenues derived from the Local Option Tax are to be allocated as follows: 25% for transit services (the "Transit Services Portion"), 25% for property tax relief (the "Property Tax Relief Portion") and 50% for street, sewer and water projects and police and fire services (the "Designated Project Portion"); and

WHEREAS, Issuer proposes to issue its Bonds to the extent of \$1,805,000 for the purpose of defraying the costs of the project as set forth in Section 3 of this Resolution; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$1,850,000 Local Option Sales and Services Tax Revenue Bonds, Series 2018B, has heretofore been duly published and no objections to such proposed action have been filed; and

WHEREAS, pursuant to Iowa Code Section 384.83 having duly authorized the issuance, the Council has determined to enter into a bond purchase agreement at private sale under Iowa Code Section 423B.9(6).

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

Section 1: Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Additional Bonds" shall mean any local option sales and services tax revenue bonds or Bonds issued on a parity with the Bonds in accordance with the provisions of this Resolution.
- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean the person in whose name such Bond is recorded as the beneficial owner of a Bond by a Participant on the records of such Participant or such person's subrogee.
- "Bonds" shall mean \$1,805,000 Local Option Sales and Services Tax Revenue Bonds, Series 2018B, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "Designated Project Portion" shall mean that portion of the Local Option Tax Receipts, being equal to 50% received by the City allocated under Section 15 hereof.

- "DTC" shall mean The Depository Trust Company, New York, New York, a limited purpose trust company, or any successor book-entry securities depository appointed for the Bonds.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the Issuer of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year.
- "Governing Body" shall mean the City Council of the City.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.
- "Issuer" and "City" shall mean the City of Washington, State of Iowa.
- "Local Option Tax" shall mean all revenues received by the Issuer pursuant to Iowa Code Section 423B.7 related to Chapter 5 of the Washington County Code of Ordinances.
- "Original Purchaser" shall mean the purchaser of the Bonds from Issuer at the time of their original issuance.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Permitted Investments" shall mean:
 - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
 - obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:
 - Export - Import Bank
 - Farm Credit System Financial Assistance Corporation
 - USDA - Rural Development

- General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA's)
 - Federal Housing Administration
- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;
 - senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;
 - U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
 - commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;
 - investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;
 - pre-refunded municipal obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on

the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Representation Letter" shall mean the Blanket Issuer Letter of Representations executed and delivered by the Issuer to DTC on file with DTC.

- "Reserve Fund Requirement" shall mean an amount equal to \$79,170, which amount is less than the lesser of the maximum annual amount of the principal and interest coming due on the Bonds and Parity Bonds; (b) 10% of the stated principal amount of the Bonds and Parity Bonds or (c) 125% of the average annual principal and interest coming due on the Bonds and Parity Bonds. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.

- "Resolution" shall mean this resolution authorizing the issuance of the Bonds.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Finance Director and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.
- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Bonds under section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Bonds authorized by this Resolution shall be issued pursuant to Division V, Chapter 384 of the City Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Local Option Sales and Services Tax Revenue Bonds of the City, in the County of Washington, State of Iowa, Series 2018B, in the aggregate amount of \$1,805,000 for the purpose of paying costs of construction of a new fire station, including site work, furnishing and equipping, together with miscellaneous related work.

Section 4. Source of Payment. The Bonds herein authorized and Parity Obligations and the interest thereon shall be payable solely and only from the Designated Portion of the Local Option Tax Revenues and shall be a first lien on the Designated Portion of the future Local Option Tax Revenues received by the City under the Act and the Ordinance. The Bonds shall not be general obligations of the Issuer nor shall the Issuer's full faith and credit and taxing power be pledged to the payment thereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay the Bonds, except the Designated Portion of the Local Option Tax Revenues pledged under this Resolution. The Issuer shall be in no manner liable by reason of the failure of the said Designated Portion of the Local Option Tax Revenues to be sufficient for the payment of the Bonds.

Section 5. Bond Details. Local Option Sales And Services Tax Revenue Bonds of the City in the amount of \$1,805,000 shall be issued pursuant to the provisions of Section 384.83 and 423B.9(3) of the City Code of Iowa for the aforesaid purpose. The Bonds shall be designated "LOCAL OPTION SALES AND SERVICES TAX REVENUE BOND, SERIES 2018B", be dated August 21, 2018, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on December 1, 2018 and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$110,000	3.000%	2019
\$100,000	3.000%	2020
\$100,000	3.000%	2021
\$105,000	3.000%	2022
\$105,000	3.000%	2023
\$110,000	3.000%	2024
\$230,000	3.000%	2026*
\$245,000	3.200%	2028*
\$265,000	4.000%	2030*
\$435,000	4.000%	2033*

*Term Bond.

Section 6. Redemption.

i. Optional Redemption: Bonds maturing after June 1, 2026, may be called for redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give such notice by mail to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

ii. Mandatory Payment and Redemption of Term Bond. All Term Bonds are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Bond #1

Principal Amount	Interest Rate	Maturity June 1 st
\$115,000	3.000%	2025
\$115,000	3.000%	2026*

*Final Maturity

Term Bond #2

Principal Amount	Interest Rate	Maturity June 1 st
\$120,000	3.200%	2027
\$125,000	3.200%	2028*

*Final Maturity

Term Bond #3

Principal Amount	Interest Rate	Maturity June 1 st
\$130,000	4.000%	2029
\$135,000	4.000%	2030*

*Final Maturity

Term Bond #4

Principal Amount	Interest Rate	Maturity June 1 st
\$140,000	4.000%	2031
\$145,000	4.000%	2032
\$150,000	4.000%	2033*

*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

(a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in the Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of the principal amount is prepaid, the principal amount less the prepaid amount); and such Depository Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Payment of semi-annual interest for any Depository Bond shall be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated in or pursuant to the Representation Letter.

(b) With respect to Depository Bonds, neither the Issuer nor the Paying Agent shall have any responsibility or obligation to any Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or its nominee or of any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any notice with respect to the Bonds, (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any amount with respect to the principal of, premium, if any, or interest on the Bonds, or (iv) the failure of DTC to provide any information or notification on behalf of any Participant or Beneficial Owner.

The Issuer and the Paying Agent may treat DTC or its nominee as, and deem DTC or its nominee to be, the absolute owner of each Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of all other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes whatsoever (except for the giving of certain Bondholder consents, in accordance with the practices and procedures of DTC as may be applicable thereto). The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Bondholders as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on the Bonds to the extent so paid. Notwithstanding the provisions of this Resolution to the contrary (including without limitation those provisions relating to the surrender of Bonds, registration thereof, and issuance in Authorized Denominations), as long as the Bonds are Depository Bonds, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder, and the Paying Agent shall comply therewith.

(c) Upon (i) a determination by the Issuer that DTC is no longer able to carry out its functions or is otherwise determined unsatisfactory, or (ii) a determination by DTC that the Bonds are no longer eligible for its depository services or (iii) a determination by the Paying Agent that DTC has resigned or discontinued its services for the Bonds, if such substitution is authorized by law, the Issuer shall (A) designate a satisfactory substitute depository as set forth

below or, if a satisfactory substitute is not found, (B) provide for the exchange of Depository Bonds for replacement Bonds in Authorized Denominations.

(d) To the extent authorized by law, if the Issuer determines to provide for the exchange of Depository Bonds for Bonds in Authorized Denominations, the Issuer shall so notify the Paying Agent and shall provide the Registrar with a supply of executed unauthenticated Bonds to be so exchanged. The Registrar shall thereupon notify the owners of the Bonds and provide for such exchange, and to the extent that the Beneficial Owners are designated as the transferee by the owners, the Bonds will be delivered in appropriate form, content and Authorized Denominations to the Beneficial Owners, as their interests appear.

(e) Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

(b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

(f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar, unless and until there shall have been provided the following:

- A certified copy of the resolution of Issuer authorizing the issuance of the Bonds.
- A written order of Issuer signed by the Finance Director directing the authentication and delivery of the Bonds to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein.
- The opinion of Ahlers & Cooney, P.C., Bond Counsel, affirming the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

(6)		(6)	
(7)		(8)	
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Bond)			
(11)(12)(13)	(14)	(15)	

FIGURE 1
(Front)

<p>(10) (Continued)</p>		<p>(16)</p>
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FIGURE 2
(Back)

The text of the Bonds to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF WASHINGTON"
"CITY OF WASHINGTON"
"LOCAL OPTION SALES AND SERVICES TAX REVENUE BOND"
"SERIES 2018B"

Item 2, figure 1= Rate: _____
Item 3, figure 1= Maturity: _____
Item 4, figure 1= Bond Date: August 21, 2018
Item 5, figure 1= CUSIP No.: _____
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. _____
Item 8, figure 1= Principal Amount: \$ _____

Item 9, figure 1 = The City of Washington, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of (dollar amount written out) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Des Moines, Iowa, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2018, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Section 384.83 and 423B.9(3) of the City Code of Iowa, as amended, for the purpose of paying costs of construction of a new fire station, including site work, furnishing and equipping, together with miscellaneous related work, in conformity to a Resolution of the Council of the City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name

of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2026, may be called for redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' notice of redemption shall be given to the registered owner of the Bond. Failure to give such notice by mail to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

The Bonds maturing on June 1, 2026 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 3.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$115,000	2025
\$115,000	2026*

*Final Maturity

The Bonds maturing on June 1, 2028 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 3.200% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$120,000	2027
\$125,000	2028*

*Final Maturity

The Bonds maturing on June 1, 2030 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 4.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$130,000	2029
\$135,000	2030*

*Final Maturity

The Bonds maturing on June 1, 2033 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 4.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$140,000	2031
\$145,000	2032
\$150,000	2033*

*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future

mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

- Item 11, figure 1 = Date of authentication:
- Item 12, figure 1 = This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company

BANKERS TRUST COMPANY, Registrar
Dees Moines, Iowa 50309

By: _____
Authorized Signature

- Item 13, figure 1 = Registrar and Transfer Agent: Bankers Trust Company
- Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

- Item 14, figure 1 = (Seal)
- Item 15, figure 1 = (Signature Block)

CITY OF WASHINGTON, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

Item 16, figure 1 = (Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 14. Equality of Lien The timely payment of principal of and interest on the Bonds and Parity Obligations shall be secured equally and ratably by the Designated Portion of the Local Option Tax Revenues without priority by reason of number or time of sale or delivery; and the Designated Portion of the Local Option Tax Revenues is hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Bond Proceeds – Project Fund. Proceeds of the Bonds (\$1,805,000 plus \$36,658.50 premium) less Underwriter's Discount of \$18,050.00) shall be applied as follows:

- ◆ An amount equal to accrued interest shall be deposited in the Sinking Fund for application to the first payment of interest on the Bonds.
- ◆ An amount equal to \$45,250 shall be held by the Finance Director and applied to pay the costs of issuance of the Bonds.
- ◆ An amount equal to \$79,170.00 shall be deposited in the Reserve Fund.

- ◆ The balance of the proceeds shall be deposited to the Project Fund and expended therefrom for the purposes of issuance.

Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that the Designated Portion of the Local Option Tax Revenues shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution. Any excess proceeds remaining on hand after completion of the purpose of issuance shall be used to call or otherwise retire Bonds.

Section 16. Application of Revenues. From and after the delivery of any Bonds, and as long as any of the Bonds or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Bonds and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, fifty percent (50%) of the entire income and revenues of the Local Option Sales and Services Tax previously approved by the voters of the City of Washington, Iowa (the Designated Portion) shall be deposited as collected in a fund to be known as the 2018 Local Option Sales and Services Tax Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

(a) Sinking Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Bonds and Parity Obligations. The fund shall be known as the 2018 Local Option Sales and Services Tax Revenue Bond and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then outstanding Bonds and Parity Obligations plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on hand. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds and Parity Obligations as the same shall become due and payable.

(b) Reserve Fund. Money in the Revenue Fund shall next be disbursed to maintain a Reserve Fund in an amount equal to the Reserve Fund Requirement. In each month there shall be deposited in the Reserve Fund an amount equal to twenty-five percent (25%) of the amount required by the Resolution to be deposited in such month in the Sinking Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than the Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount.

(c) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other

obligations which by their terms shall be payable from the Designated Portion of the Local Option Tax Revenues, but subordinate to the Bonds and Parity Obligations.

(d) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited into any lawful fund of the Issuer and used for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 17. Investments.

Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and the Reserve Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as Local Option Tax Revenues except earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 18. Covenants of the Issuer. The Issuer hereby covenants and agrees with each and every holder of the Bonds and Parity Obligations:

(a) The City will administer, enforce and collect, or cause to be administered, enforced and collected, the Local Option Tax Revenues and the Local Option Tax and shall take all reasonable action necessary to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.

(b) The City will keep or caused to be kept books and records showing the proceeds of the Local Option Tax Revenues, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any of the Bonds shall have the right at all reasonable times to inspect such books and records.

(c) The City shall, to the extent permitted by law, defend the validity and legality of this Resolution, the Local Option Tax, the Local Option Tax Revenues and the Ordinance, and all amendments thereto, against all claims, suits and proceedings which

would diminish or impair the Designated Portion of the Local Option Tax Revenues as security for the Bond.

(d) The City, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the Local Option Tax required by the Constitution and laws of the State of Iowa and the various ordinances, resolutions and contracts of the City, including, without limitation, the proper segregation of the proceeds of the Bonds and the Local Option Tax Revenues and their application from time to time to the respective funds provided therefore.

(e) At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the Designated Portion of the Local Option Tax Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The City, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Designated Portion of the Local Option Tax Revenues and other funds and accounts pledged hereunder and all the rights and every owner of any of the Bonds against all claims and demands of all persons whomsoever.

(f) The City, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any of the Bonds or other security payable from the Designated Portion of the Local Option Tax Revenues might be prejudicially and materially impaired or diminished.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the City with respect to the Designated Portion of the Local Option Tax Revenues shall obligate the City to undertake or perform any duty, task or obligation to be performed by the State of Iowa under the terms of the Act or other provision of the Code of Iowa, as from time to time amended.

Section 19. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 20. Prior Lien and Parity Obligations. The Issuer will issue no other Bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the Designated Portion of the Local Option Tax Revenues having priority over the Bonds or Parity Obligations.

Additional Bonds may be issued on a parity and equality of rank with the Bonds with respect to the lien and claim of such Additional Bonds to the Designated Portion of the Local Option Tax Revenues and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Bonds or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding Bonds and for the payment of which there shall be insufficient money in the Sinking Fund and Reserve Fund;

(b) For the purpose of refunding any Bonds or Parity Obligations outstanding, or for other lawful purposes, if all of the following conditions shall have been met:

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the City Clerk, a statement of an Independent Auditor or Independent Financial Consultant or a Consulting Engineer, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Designated Portion of the Local Option Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.25 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Bonds or Parity Obligations for both principal of and interest on all Bonds or Parity Obligations then outstanding which are payable solely and only from the Designated Portion of the Local Option Tax Revenues.

(ii) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Bonds herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a Certified Public Accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Bonds.

Section 21. Disposition of Bond Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause the Bonds to be classified as arbitrage Bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Bonds it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage Bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Bonds remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Bonds and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Bonds to be classified as arbitrage Bonds under Section 148(a) and (b) of the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on the Bonds not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 22. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations

necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 23. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 24. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bond; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bond; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 25. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b) of the Internal Revenue Code of the United States, as amended, the Issuer designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and Internal Revenue Code Section 501(c)3 obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 26. Discharge and Satisfaction of Bonds. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Bonds or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the Finance Director, or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably

appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 27. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds and Parity Obligations, and after the issuance of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 28. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Bonds or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds or Parity Obligations;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Bonds or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Bonds or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Bonds;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 29. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any Bonds which may then be held or owned by or for the account of the Issuer, but including such refunding Bonds as may have been issued for the purpose of refunding any of such Bonds if such refunding Bonds shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

- (a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment;
- (b) Materially affect the rights of the holders of less than all of the Bonds and Parity Obligations then outstanding; and
- (c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Bond as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Auditor.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the City Auditor an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the governing body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of the Bonds and Parity Obligations.

Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Auditor.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Bonds described in such certificate.

Section 30. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 31. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 7th day of August, 2018.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

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

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

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

The property of Tyler Vradenburg at 515 S. Iowa Ave. for the amount of \$175.00. Legal description (14 SD OL 8 S 63 FT). Parcel Number (11-17-382-024).

and,

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

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

Passed and Approved this 7th day of August, 2018.

Jaron Rosien, Mayor

Attest:

Illa Earnest, City Clerk