



AGENDA OF THE SPECIAL SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE NICOLA-STOUFER ROOM.
WASHINGTON PUBLIC LIBRARY
115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, FEBRUARY 13, 2018

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Special Session to be held at 6:00 P.M., Tuesday, February 13, 2018 to be approved as proposed or amended.

Consent:

1. Council Minutes February 6, 2018
2. Design Alliance, Professional Services - New Fire Station Project, \$6,082.82
3. The Wagon Wheel, 521 E. 7th Street, Class C Liquor License (LC) (Commercial), Living Quarters, Outdoor Service, Sunday Sales, (**new**)
4. Department Reports

Consent - Other:

Claims & Financial Reports:

1. Claims as Presented.
2. Financial Reports for January, 2018

SPECIAL PRESENTATION

1. Discussion and Consideration of Request from Kewash Trail Half Marathon, 10K, 5K – April 21, 2018.
2. Discussion and Consideration of Request from PAWS & More 20th Annual Car Show – Sunday August 19, 2018

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

UNFINISHED BUSINESS

1. Discussion and Consideration of a Development Agreement with David and Lisa Nacos. (**Tabled**)

10-17-2017)

2. Discussion and Consideration of a Resolution Awarding Contract for Relocation of a House from 208 E. Jefferson Street to 415 E. Madison Street. **(Tabled 02-06-2018)**
3. Discussion and Consideration of a Resolution Approving Revised Offer to Buy Real Estate and Acceptance.

NEW BUSINESS

1. Discussion and Consideration of a Development Agreement with Cornerstone Property Management, LLC.
2. Discussion and Consideration of Bids for Generator Maintenance Contracts.
3. Discussion and Consideration of Setting a Public Hearing on a Lease–Purchase Agreement with DeLong Construction, Inc.
4. Discussion and Consideration of a Resolution Approving Downtown Investment Grant Agreement (Washington Evening Journal)
5. Discussion of FY19 Budget.
6. Discussion and Consideration of Setting a Public Hearing for FY19 Budget for March 6, 2018.
7. Discussion and Consideration of a Resolution Fixing a Date for a Meeting on the Proposition to Authorize a Loan Agreement - Not to Exceed \$1,100,000 General Obligation Capital Loan Notes.
8. Discussion and Consideration of a Resolution Fixing a Date for a Meeting on the Proposition to Authorize a Loan Agreement - Not to Exceed \$2,300,000 General Obligation Capital Loan Notes.
9. Discussion and Consideration of a Resolution Fixing a Date for a Meeting on the Proposition to Issue - Not to Exceed \$1,850,000 Local Option Sales and Service Tax Revenue Bonds.

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Brendan DeLong
Steven Gault
Kerry Janecek
Elaine Moore
Fran Stigers
Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 02-06-2018

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 February 6, 2018 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: Gault, Janecek, Moore, Stigers. Absent: DeLong, Youngquist.

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

Consent:

1. Council Minutes January 30, 2018
2. Tricon Construction, Pay Estimate #3, Water Treatment Plant Improvements, \$486,913.59
3. Tricon Construction, Pay Estimate #4, Water Treatment Plant Improvements, \$262,017.64
4. BP One Trip, 1504 E. Washington, Class C Beer Permit (BC), Class B Native Wine Permit, Sunday Sales, **(renewal)**
5. Hy-Vee Food Store, 528 Highway 1 South, Class C Beer Permit (BC), Class B Wine Permit, Sunday Sales, **(renewal)**
6. Department Reports

Motion by Janecek, seconded by Gault, to approve the consent agenda. Motion carried.

Motion by Janecek, seconded by Moore, to approve the claims as presented. Motion carried.

Brian Brustkern from the State Auditor's Office presented the FY2017 Audit results to the council. Motion by Stigers, seconded by Gault, to accept the State's Audit Report. Motion carried.

Jason Peterson, Code Enforcement Officer, gave council the nuisance abatement update.

Presentations from the Public:

Shawn Loy and Michelle Driscoll spoke to the council about the upcoming 5th Annual Kewash Half Marathon, 10K, 5K race. This will be an action item on the February 13 agenda.

Evie Richardson spoke to the council about concerns with snow not cleared on a sidewalk, PAWS & More Animal Shelter, and a neighborhood dog issue.

Discussion and Consideration of a Development Agreement with David and Lisa Nacos (**Tabled 10-17-17**). Remains tabled.

Motion by Janecek, seconded by Gault, to approve the Mayor's recommendation that the City of Washington donate \$250.00 toward the 9/11 Memorial and give in kind donation of police and fire department time and resources when the Memorial comes to Washington. Motion carried.

Kristofer Orth from Design Alliance discussed the schematic design for the Fire Station. Motion by Janecek, seconded by Gault, to accept the schematic design. Motion carried.

Motion by Gault, seconded by Stigers, to approve the bid from Terracon in the amount of \$4,950 for Geotechnical Engineering Services for the Fire Station Project subject to Terracon's agreement to strike #6 limitation of liability clause in the contract. Motion carried.

After discussion, motion by Janecek, seconded by Gault, to table Discussion and Consideration of a Resolution Awarding Contract for Relocation of a House from 208 E. Jefferson to 415 W. Madison. Roll call on motion: Ayes: Gault, Janecek, Moore, Stigers. Nays: none. Absent: DeLong, Youngquist. Motion carried.

Motion by Moore, seconded by Janecek, to approve Right-of-Way Services Agreement with A & R Land Services for the Pamida Sewer Project. Motion carried.

Motion by Janecek, seconded by Gault, to approve the IDNR Construction Permit Application for the Pamida Sewer Project. Motion carried.

Mayor Rosien announced that now is the time for the public hearing for Proposed Amendment No. 2 to the Washington Downtown Urban Renewal Plan.

No written or oral objections were received.

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

Motion by Janecek, seconded by Stigers, to approve the Resolution Approving Amendment No. 2 to the Washington Downtown Urban Renewal Plan. Roll call on motion: Ayes: Gault, Janecek, Moore, Stigers. Nays: none. Absent: DeLong, Youngquist. Motion carried. **(Resolution No. 2018-014)**

Mayor Rosien announced that now is the time for the public hearing for Development Agreement with Andrew Drahota (306 N. Marion)

No written or oral objections were received.

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

Motion by Janecek, seconded by Gault, to approve the Resolution Approving the Development Agreement with Andrew Drahota (306 N. Marion). Roll call on motion: Ayes: Gault, Janecek, Moore, Stigers. Nays: none. Absent: DeLong, Youngquist. Motion carried. **(Resolution No. 2018-015)**

Motion by Gault, seconded by Moore, to approve the Resolution Adopting a Revised Computer Policy for Elected Officials Roll call on motion: Ayes: Gault, Janecek, Moore, Stigers. Nays: none. Absent: DeLong, Youngquist. Motion carried. **(Resolution No. 2018-016)**

Motion by Stigers, seconded by Gault, to approve the Resolution Canceling a Regular Meeting (February 20, 2018). Roll call on motion: Ayes: Gault, Janecek, Moore, Stigers. Nays: none. Absent: DeLong, Youngquist. Motion carried. **(Resolution No. 2018-017)**

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

Illa Earnest, City Clerk



City of Washington
215 East Washington Street
Washington, IA 52353

February 6, 2018
Invoice No: 205254
Project No: 217055

Attn: Brent Hinson

Re: Washington Fire Station

For professional services rendered for the period December 1, 2017 to January 31, 2018
for the referenced project.

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Predesign	15,500.00	100.00%	15,500.00	15,500.00	0.00
Schematic	7,750.00	75.00%	5,812.50	0.00	5,812.50
Design Dev	31,000.00	0.00%	0.00	0.00	0.00
Const Doc	54,250.00	0.00%	0.00	0.00	0.00
Bid/Negot	7,750.00	0.00%	0.00	0.00	0.00
Const Admin	38,750.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	155,000.00		21,312.50	15,500.00	5,812.50
Total Fixed Fee					\$5,812.50

Kristofer Orth - mileage					270.32
Total Out-of-Pocket Expenses					\$270.32

INVOICE TOTAL					\$6,082.82
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Please notify our office if you have any questions concerning your invoice balance.

1.5% interest charged on unpaid balance over 30 days

14225 University
Suite 110
Waukee, IA 50263
TEL 515.225.3469
FAX 515.225.9649
DesignAllianceInc.com

**WWTP report
February 6, 2018
Council meeting**

- **After hour alarm and dog call outs –**
 - 13th dog call, Safety Center reported a dog to be picked up at Paws & More (dog bite case), upon Parker's arrival it was determined the dog would be euthanized 12:28 p.m. Parker
 - 14th dog call, Safety Center reported a dog to be picked up at 713 E Madison, 11:15 a.m. Parker
 - 15th WWTP alarm, generator common trouble alarm low coolant temp, 4:30 p.m. Jason
 - 16th WWTP alarm, SBR #1 decanter VFD fault, 2:26 a.m. Parker
 - 16th WWTP alarm, SBR #1 decanter VFD fault, 9:39 p.m. Parker
 - 2nd WWTP alarm, SBR blower #2 not in auto, 12:20 a.m. Jason
- **Dept Head meetings -** I attended the meetings on the 16th, 23rd, & 30th.
- **2018/2019 WWTP budget –** Met with city officials on the 30th to discuss the WWTP budget.
- **USEPA 2017 bio-solids land application report –** Continuing to work on this annual report for the USEPA and IDNR. The report is due by February 20, 2018.
- **Lexington Blvd lift station –** Thanks to the M/C Dept for assisting Jason with cleaning the debris/grease build up from the walls and floor of the wet well. M/C provided their vac trailer to clean out the debris.
- **Parkside Estates (PSE) lift station –** When Jason was trying to change the numbers on the Sensa-phone alarm dialer, he discovered the key pad had quit working. He replaced it with a used one we had in stock. The alarm dialer calls out in the event of a pump failure, high water alarm, or a power outage.
- **WWTP Office/Lab building –** On the 18th Jason discovered a smoky smell in the bathroom. Looking around we found one (1) of the heat pump's blower fan motor was very hot causing the smoky smell. We shut it off and contacted Armstrong Heating to look at it. Mark found the bearings in the motor weren't turning freely. Mark made temporary repairs to it. Armstrong's ordered a new fan motor. They replaced it on the 25th. We will have the bearings replaced in the old unit so we can have it in stock as a replacement.
- **WWTP Street light –** We found one (1) of the street lights was coming apart due to strong winds. Joe Marie Electric made repairs to the light.
- **City generators –** I have received the quotes for the City's generator preventative maintenance service agreements. They are due to me by 4:00 p.m. on February 2, 2018. We had four (4) generator companies supply quotes for this work. I will distribute the quotes to the Water Plant and Fire Dept. We will meet and decide what company we want to do this work. I'll be at future council meeting to get the service agreement approved by council.
- **WWTP operations building backflow preventer –** The backflow preventer was found to be leaking out of the weep hole. We tried several things to get it to stop leaking but couldn't get it to quit. We contacted Brecke Mechanical Contractors in Cedar Rapids since they are a state certified/licensed backflow preventer company. Brecke said the backflow preventer needed to be replaced due to corrosion on the inside of the unit. The estimated cost of replacement is \$860.00.
- **Dog pound report for January 2018 –** Six (6) calls total for January 2018. Four (4) call outs during normal hours and two (2) call outs after hours. Four (4) dogs were returned to the owners. One (1) dog taken to Paws & More. One (1) dog euthanized at Paws & More due to dog bite case.

**WWTP report
February 13, 2018
Council meeting**

- **After hour alarm and dog call outs –**
3rd dog call, Safety Center reported a dog to be picked up at 802 East 15th, 2:00 p.m. Jason
4th dog call, Safety Center reported a dog to be picked up at 509 S Iowa, 9:04 p.m. Parker
6th WWTP alarm, SBR #4 decanter VFD fault, 1:34 a.m. Parker
- **Dept Head meetings -** I attended the meeting on the 6th.
- **USEPA 2017 bio-solids land application report –** Continuing to work on this annual report for the USEPA and IDNR. The report is due by February 20, 2018. I plan to have this report submitted by no later than February 16th.
- **City generators –** Met with Tom Wide, Brent, and Chad about the generator quotes we received. We found it really didn't save any costs combining all four (4) of the City generators under one (1) preventative maintenance service agreement (PMSA). We are recommending ACE Electric to perform the PMSA work for the Water Treatment Plant, Fire Dept/City Hall, and Lexington Blvd lift station generators since they submitted the lowest quotes for these generators. The WWTP generator PMSA work will be performed by Electrical Engineering & Equipment Company AKA as 3E. 3E submitted the lowest quote for the WWTP generator PMSA work. 3E is the company that installed the WWTP generator and has performed the PMSA work over the last five (5) years.
- **WWTP January 2018 Discharge Monitoring Report (DMR) –** Average daily flow **1.076** million gallons (mg), maximum daily flow **1.357** mg, minimum daily flow **0.976** mg. There were **no** violations of the WWTP's NPDES discharge permit. Total precipitation for January 2017 = melted precip = **0.26**" snow = **2.2**" (recorded at the WWTP).

CBOD5 removal 85% required	result = 99.0%
Influent CBOD5 monthly average =	142.4 mg/L
Effluent CBOD5 monthly average =	1.5 mg/L

TSS removal 85% required	result = 93.9 %
Influent TSS monthly average =	183.6 mg/L
Effluent TSS monthly average =	11.2 mg/L

- **WWTP Nutrient Reduction Study conference call meeting with FOX Engineering–** Brent, Parker and I participated in this conference call meeting with Rob and Jonathan of FOX Engineering on February 8, 2018. We discussed existing WWTP performance for nutrient reduction goals, operational changes to the SBR's for better nutrient removal, alternatives considered for nutrient removal, rough draft of cost analysis for alternatives, and discussion of DNR criteria for determining feasibility of a project to meet reduction goals, considering impact on user rates and current debt obligations. We expect to receive a draft copy from FOX for the Nutrient Reduction Study sometime next week for our review. FOX plans to submit the final report to IDNR after we have reviewed the study and before the March 1, 2018 deadline.
- **SASSO safety meeting –** Parker and I attended the meeting in Washington on February 6, 2018. The topic was hearing conservation. We also had our annual hearing tests at the same time.

**Fred E Doggett
2/9/2018 8:39 AM**

Applicant License Application ()

Name of Applicant: <u>Hollywood 22, LLC</u>		
Name of Business (DBA): <u>The Wagon Wheel</u>		
Address of Premises: <u>521 East 7th Street</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business	<u>(319) 653-3637</u>	
Mailing	<u>521 East 7th Street</u>	
City <u>Washington</u>	State <u>IA</u>	Zip: <u>52353</u>

Contact Person

Name <u>Brandon Banks</u>	Phone: <u>(319) 461-5163</u>	Email <u>bbanksracing22@gmail.com</u>
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Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 02/19/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Living Quarters

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Brandon Banks

First Name: Brandon

Last Name: Banks

City: Washington

State: Iowa

Zip: 52353

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

CITY OF WASHINGTON, IOWA

CLAIMS REPORT FOR FEBRUARY 13, 2018

POLICE	COBB OIL CO, INC.	FUEL	1,156.93
	ADAM, SETH	MILEAGE REIMBURSEMENT	22.35
	ALTENHOFEN, SHAMUS	REIMBURSEMENT	25.00
	AMAZON CAPITAL SERVICES	PANTS/GPS ANTENNA/LAPTOP CHARGE	240.99
	BDH TECHNOLOGY	MONTHLY SERVICE/FIRE WALL	1,441.75
	CINTAS CORP LOC. 342	RUG SERVICE	39.91
	EMBROIDERY BARN	ZIPPER REPAIR	15.00
	MARCO TECHNOLOGIES LLC.	COPIER USAGE	87.28
	QUILL	OFFICE SUPPLIES	56.96
	UPS	UPS CHARGES	18.86
	WINDSTREAM IOWA COMMUNICATIONS	FEB PHONE SERVICE	380.81
	TOTAL	3,485.84	
FIRE	BUSINESS RADIO SALES INC	BATTERY/COAX/FP CONNECTOR	51.04
	COBB OIL CO, INC.	FUEL	304.42
	LEET'S REFRIGERATION	ICE MACHINE REPAIR	101.25
	MIDWEST BREATHING AIR SYSTEMS	AIR TESTING	147.26
	SITLER'S SUPPLIES INC.	BATTERIES	274.80
	WMPF GROUP LLC	SUBSCRIPTION	133.25
		TOTAL	1,012.02
ANIMAL CONTROL	IDALS - IA DEPT OF AGRICULTURE	DOG POUND LICENSE	75.00
		TOTAL	75.00
DEVELOP SERV	ACE-N-MORE	GLOVES	62.36
	COBB OIL CO, INC.	FUEL	157.20
	INTERNATIONAL CODE COUNCIL, INC.	ELECTRICAL CODE BOOK	81.00
		TOTAL	300.56
PARKS	ALLIANT ENERGY	ALLIANT ENERGY	1,232.67
	COBB OIL CO, INC.	FUEL	108.64
		TOTAL	1,341.31
CEMETERY	ATCO INTERNATIONAL	RUBBER GLOVES/HAND CLEANER	392.75
	STRANSKY, JIM	DRILL REPAIRS	115.67
	WASH CO COMMUNICATIONS CT	CEMETARY YEARLY ALARM FEE	120.00
	WINDSTREAM IOWA COMMUNICATIONS	FEB PHONE SERVICE	136.59
		TOTAL	765.01
FINAN ADMIN	CINTAS CORP LOC. 342	RUG SERVICE	88.58
	CUSTOM IMPRESSIONS INC	EMPLOYEE APPRECIATION PLAQUE	101.90
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	109.70
	PACE PAYMENTY SYSTEMS	ADMIN FEE	20.00
	WASH COUNTY MINIBUS	LOST- FEBRUARY	16,927.76
	WINDSTREAM IOWA COMMUNICATIONS	FEB PHONE SERVICE	1,058.32
		TOTAL	18,306.26
AIRPORT	WINDSTREAM IOWA COMMUNICATIONS	FEB PHONE SERVICE	182.45
		TOTAL	182.45
ROAD USE	COBB OIL CO, INC.	FUEL	1,154.58
		TOTAL	1,154.58

STREET LIGHTING	ALLIANT ENERGY MARIE ELECTRIC INC.	ALLIANT ENERGY	184.57
		STREET LIGHT REPAIR	40.00
		TOTAL	224.57
SIDEWALK REPAIR/REPLACE	COLEMAN CONSTRUCTION	SIDEWALK REPAIRS	2,016.00
		TOTAL	2,016.00
TREE COMMITTEE	WMPF GROUP LLC	ADVERTISING-TREE COMMITTEE	533.65
		TOTAL	533.65
WATER PLANT	ETS CORPORTATION PINNACLE ENGINEERING STATE HYGIENIC LAB WATER SOLUTIONS UNLIMITED WINDSTREAM IOWA COMMUNICATIONS	ETS ADMIN FEES	911.75
		SERVICE TO FIX ALARM	494.74
		TESTING	123.50
		CHEMICALS	1,569.50
		FEB PHONE SERVICE	56.69
		TOTAL	3,156.18
WATER DIST	COBB OIL CO, INC. LEET'S REFRIGERATION WINDSTREAM IOWA COMMUNICATIONS	FUEL	791.49
		ICE MACHINE REPAIR	101.25
		FEB PHONE SERVICE	91.27
		TOTAL	984.01
SEWER PLANT	ALLIANT ENERGY ARMSTRONG HEATING & AIR CONDITIONING I ATCO INTERNATIONAL COBB OIL CO, INC. USA BLUEBOOK WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY	142.99
		HEAT PUMP #1	392.73
		PLANT CHEMICALS	400.00
		FUEL	147.06
		SUPPLIES	654.74
		FEB PHONE SERVICE	256.37
		TOTAL	1,993.89
SEWER COLLECT	COBB OIL CO, INC. WINDSTREAM IOWA COMMUNICATIONS	FUEL	410.29
		FEB PHONE SERVICE	91.27
		TOTAL	501.56
SELF INSURANCE	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	345.00
		TOTAL	345.00
		TOTAL	36,377.89

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
JANUARY 31, 2018

FUND	1/1/2018		REVENUES NOT YET RECEIVED	1/31/2018		
	BEGINNING CASH BALANCE	M-T-D REVENUES		M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	1,132,476.68	172,287.94	-	275,524.31	-	1,029,240.31
002-AIRPORT FUND	234,426.67	15,247.39	-	19,581.96	-	230,092.10
010-CHAMBER REIMBURSEMENT	2,516.59	5,818.57	-	5,162.14	-	3,173.02
011-MAIN STREET REIMBURSEMENT	1,706.20	4,253.07	-	3,869.54	-	2,089.73
012-WEDG REIMBURSEMENT	135.51	6,250.00	-	5,697.51	-	688.00
050-DOWNTOWN INCENTIVE GRANT	50,000.00	-	-	-	-	50,000.00
110-ROAD USE	832,965.41	62,629.61	-	43,173.32	-	852,421.70
112-EMPLOYEE BENEFITS	-	16,291.00	-	16,291.00	-	-
114-EMERGENCY LEVY	-	1,414.90	-	1,414.90	-	-
121-LOCAL OPTION SALES TAX	-	67,711.03	-	67,711.03	-	-
125-UNIF COMM UR-NE IND	245.38	27.73	-	-	-	273.11
129-SC RES UR	8,754.29	4.54	-	-	-	8,758.83
132-UNIF COMM UR - EBD	16,679.07	-	-	-	-	16,679.07
133-UNIF COMM UR-IRE	4,530.29	-	-	-	-	4,530.29
134-DOWNTOWN COMM UR	3,606.64	-	-	-	-	3,606.64
145-HOUSING REHABILITATION	33,671.60	-	-	-	-	33,671.60
146-LMI TIF SET-ASIDE	69,331.10	-	-	-	-	69,331.10
200-DEBT SERVICE	430,580.58	20,341.15	-	-	-	450,921.73
300-CAPITAL EQUIPMENT	145,742.38	-	-	-	-	145,742.38
301-CAPITAL PROJECTS FUND	17,070.09	81,219.66	-	75,518.18	-	22,771.57
305-RIVERBOAT FOUND CAP PROJ	98,899.94	-	-	60,000.00	-	38,899.94
308-INDUSTRIAL DEVELOPMENT	49,216.03	34.86	-	-	-	49,250.89
309-MUNICIPAL BUILDING	1,280,863.37	59.84	-	-	-	1,280,923.21
310-WELLNESS PARK	53,032.09	-	-	6,300.00	-	46,732.09
311-SIDEWALK REPAIR & REPLACE	57,261.31	6,500.00	-	265.00	-	63,496.31
312-TREE REMOVAL & REPLACE	16,879.67	-	-	2,900.00	-	13,979.67
510-MUNICIPAL BAND	3,843.70	-	-	-	-	3,843.70
520-DOG PARK	4,551.69	-	-	-	-	4,551.69
530-TREE COMMITTEE	5,336.84	-	-	588.57	-	4,748.27
540-POLICE FORFEITURE	1,742.49	-	-	-	-	1,742.49
545-SAFETY FUND	400.00	-	-	-	-	400.00
550-PARK GIFT	157,043.30	20.14	-	-	-	157,063.44
570-LIBRARY GIFT	273,519.70	953.62	-	36.56	-	274,436.76
580-CEMETERY GIFT	11,103.00	-	-	-	-	11,103.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	1,046,002.07	151,644.38	-	84,324.98	-	1,113,321.47
601-WATER DEPOSIT FUND	24,640.00	1,150.00	-	1,800.00	-	23,990.00
603-WATER CAPITAL PROJECTS	(307,948.21)	34,297.00	-	23,398.02	-	(297,049.23)
610-SANITARY SEWER	1,078,104.25	197,247.16	-	93,132.91	-	1,182,218.50
613-SEWER CAPITAL PROJECTS	222,491.83	-	-	9,777.45	-	212,714.38
670-SANITATION	130,995.78	91,762.58	-	33,137.01	-	189,621.35
950-SELF INSURANCE	208,484.05	4,987.24	-	605.55	-	212,865.74
951-UNEMPLOYMENT SELF INS	27,646.07	449.63	-	-	-	28,095.70
TOTAL BALANCE	7,439,308.59	942,603.04	-	830,209.94	-	7,551,701.69

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	2,032,101.08 (1)	0.12%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,749.61	0.40%
Investment in IPAIT	2,196,593.76	1.08%
Wash St - Farm Mgmt Acct	64,907.24	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	1.25%
Wash St Bank - CD 02/23/2017	500,000.00	1.25%
Wash St Bank - CD 03/09/2017	500,000.00	1.25%
Wash St Bank - CD 10/12/2017	500,000.00	1.50%
CBI Bank and Trust - CD 1/11/2018	500,000.00	1.85%
TOTAL CASH IN BANK	7,551,701.69	

(1) Washington State Bank	2,147,714.23
Outstanding Deposits & Checks	(115,613.15)
	<u>2,032,101.08</u>

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
JANUARY 31, 2018

FUND	7/1/2017		REVENUES NOT YET RECEIVED	1/31/2018		
	BEGINNING CASH BALANCE	Y-T-D REVENUES		Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	2,176,686.90	-	2,147,446.59	-	1,029,240.31
002-AIRPORT FUND	204,275.40	195,674.66	-	169,857.96	-	230,092.10
010-CHAMBER REIMBURSEMENT	440.00	40,121.66	-	37,388.64	-	3,173.02
011-MAIN STREET REIMBURSEMENT	1,106.99	31,403.61	-	30,420.87	-	2,089.73
012-WEDG REIMBURSEMENT	-	46,179.28	-	45,491.28	-	688.00
050-DOWNTOWN INCENTIVE GRANT	-	50,000.00	-	-	-	50,000.00
110-ROAD USE	747,498.73	616,259.86	-	511,336.89	-	852,421.70
112-EMPLOYEE BENEFITS	-	396,032.32	-	396,032.32	-	-
114-EMERGENCY LEVY	-	49,387.02	-	49,387.02	-	-
121-LOCAL OPTION SALES TAX	-	484,554.19	-	484,554.19	-	-
125-UNIF COMM UR-NE IND	-	5,752.92	-	5,479.81	-	273.11
127-UNIF COMM UR - BRIARWOOD	-	17,213.41	-	17,213.41	-	-
129-SC RES UR	-	23,366.76	-	14,607.93	-	8,758.83
132-UNIF COMM UR - EBD	-	17,706.84	-	1,027.77	-	16,679.07
133-UNIF COMM UR-IRE	-	59,541.74	-	55,011.45	-	4,530.29
134-DOWNTOWN COMM UR	-	6,411.75	-	2,805.11	-	3,606.64
145-HOUSING REHABILITATION	40,210.80	-	-	6,539.20	-	33,671.60
146-LMI TIF SET-ASIDE	69,331.10	-	-	-	-	69,331.10
200-DEBT SERVICE	3,569.34	523,762.92	-	76,410.53	-	450,921.73
300-CAPITAL EQUIPMENT	161,276.77	55,992.00	-	71,526.39	-	145,742.38
301-CAPITAL PROJECTS FUND	124,526.44	497,981.01	-	599,735.88	-	22,771.57
305-RIVERBOAT FOUND CAP PROJ	-	211,440.72	-	172,540.78	-	38,899.94
308-INDUSTRIAL DEVELOPMENT	41,124.09	23,247.75	-	15,120.95	-	49,250.89
309-MUNICIPAL BUILDING	1,403,118.70	680.53	-	122,876.02	-	1,280,923.21
310-WELLNESS PARK	44,488.61	30,239.29	-	27,995.81	-	46,732.09
311-SIDEWALK REPAIR & REPLACE	69,176.19	11,500.00	-	17,179.88	-	63,496.31
312-TREE REMOVAL & REPLACE	33,654.67	-	-	19,675.00	-	13,979.67
510-MUNICIPAL BAND	4,043.70	-	-	200.00	-	3,843.70
520-DOG PARK	4,918.85	66.00	-	433.16	-	4,551.69
530-TREE COMMITTEE	6,085.92	3,730.00	-	5,067.65	-	4,748.27
540-POLICE FORFEITURE	1,742.49	-	-	-	-	1,742.49
545-SAFETY FUND	400.00	-	-	-	-	400.00
550-PARK GIFT	150,315.38	8,215.95	-	1,467.89	-	157,063.44
570-LIBRARY GIFT	269,462.46	9,727.96	-	4,753.66	-	274,436.76
580-CEMETERY GIFT	11,158.00	-	-	55.00	-	11,103.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	999,522.64	1,088,525.36	-	974,726.53	-	1,113,321.47
601-WATER DEPOSIT FUND	23,665.00	13,075.00	-	12,750.00	-	23,990.00
603-WATER CAPITAL PROJECTS	-	495,160.31	-	792,209.54	-	(297,049.23)
610-SANITARY SEWER	735,273.09	1,375,764.36	-	928,818.95	-	1,182,218.50
612-SEWER SINKING	-	231,855.00	-	231,855.00	-	-
613-SEWER CAPITAL PROJECTS	280,236.13	-	-	67,521.75	-	212,714.38
670-SANITATION	143,429.17	304,657.93	-	258,465.75	-	189,621.35
950-SELF INSURANCE	174,718.13	60,945.73	-	22,798.12	-	212,865.74
951-UNEMPLOYMENT SELF INS	6,716.03	21,379.67	-	-	-	28,095.70
TOTAL BALANCE	6,766,245.96	9,184,240.41	-	8,398,784.68	-	7,551,701.69

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	2,032,101.08 (1)	0.12%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,749.61	0.40%
Investment in IPAIT	2,196,593.76	1.08%
Wash St - Farm Mgmt Acct	64,907.24	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	1.25%
Wash St Bank - CD 02/23/2017	500,000.00	1.25%
Wash St Bank - CD 03/09/2017	500,000.00	1.25%
Wash St Bank - CD 10/12/2017	500,000.00	1.50%
CBI Bank and Trust - CD 1/11/2018	500,000.00	1.85%
TOTAL CASH IN BANK	7,551,701.69	

(1) Washington State Bank	2,147,714.23
Outstanding Deposits & Checks	(115,613.15)
	<u>2,032,101.08</u>

Illa Earnest

From: mark loy
Sent: Sunday, February 04, 2018 7:35 PM
To: Illa Earnest
Subject: Kewash Half-Marathon-10k-5k

City Members-

We would like to get permission to host our 5th annual Kewash Half Marathon-10k-5k.
Event date: April 21st. Race will start at 8am

We are looking for permission for road closures and no parking.

- *Close North side of Washington from Marion to Iowa 5am-Noon
- *Close East side of Square from Dodici's to Federation Bank 5am-Noon
- *Main St. closed with no parking from 5am -0830

We are also looking for police/safety support on Hwy 1 for runners to cross---beginning at 0840 until last runner crosses back.

Safety/police for the beginning of race At N 2nd & Main; N 2nd & E 5th for approx. 10min.
Have spoke with Safety center and maps and potential support.

This event host athletics from all over Iowa and we also have several runners traveling from other states. Its a great way to display the town of Washington.

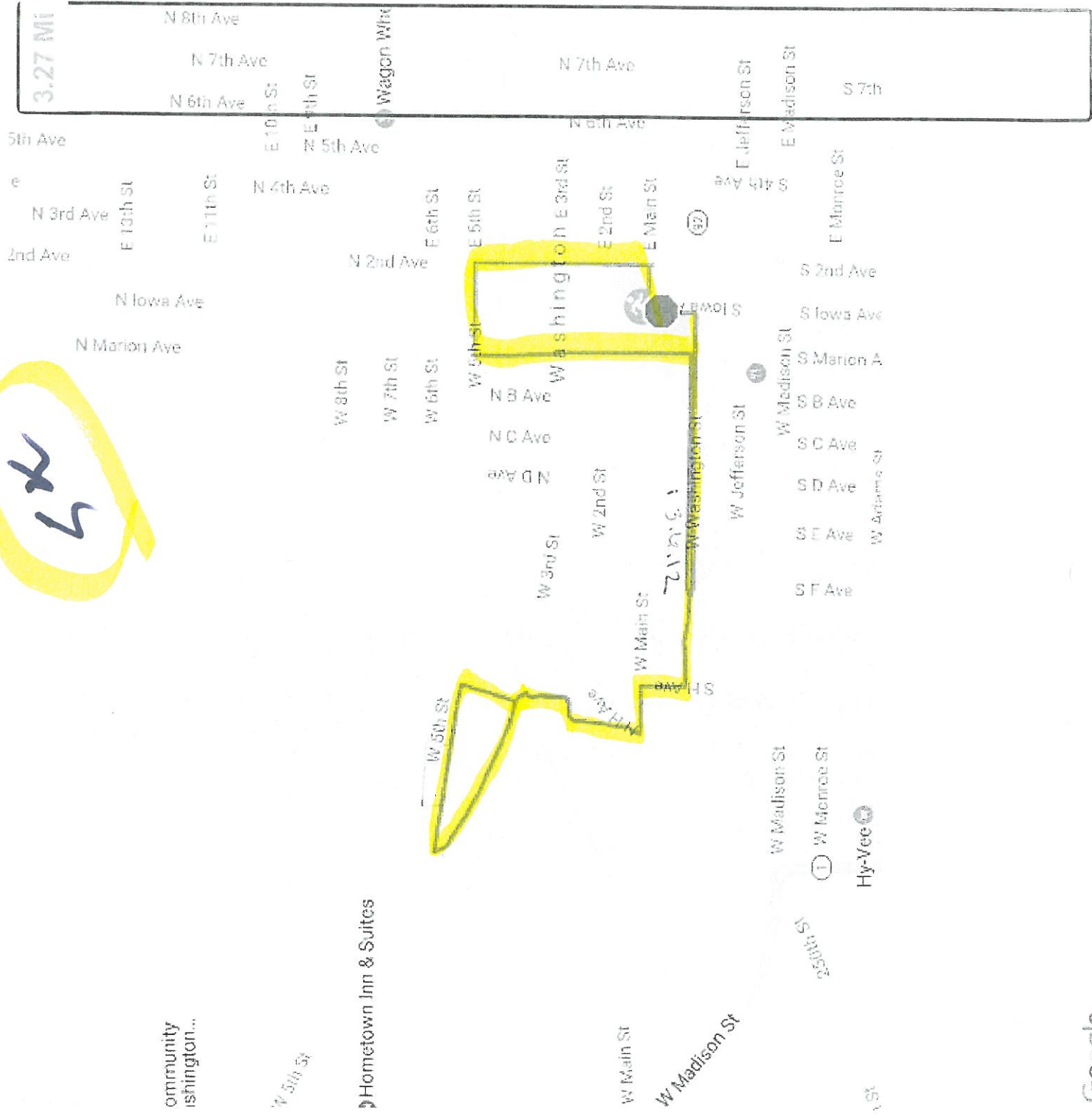
Thank you-
Shawn Loy
Michelle Driscoll



COMMUNITY

4th

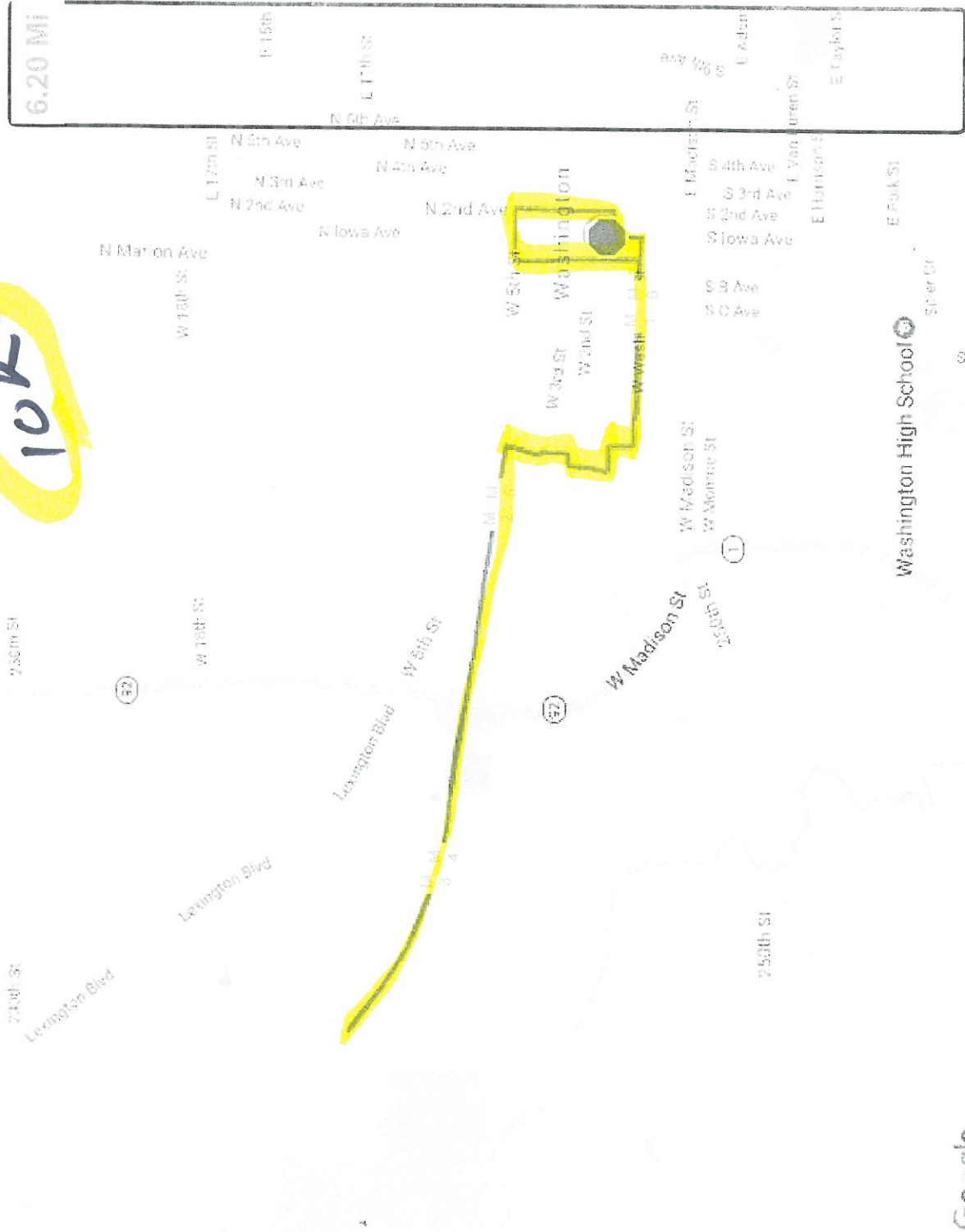
3.27 MI



Map Report a map error

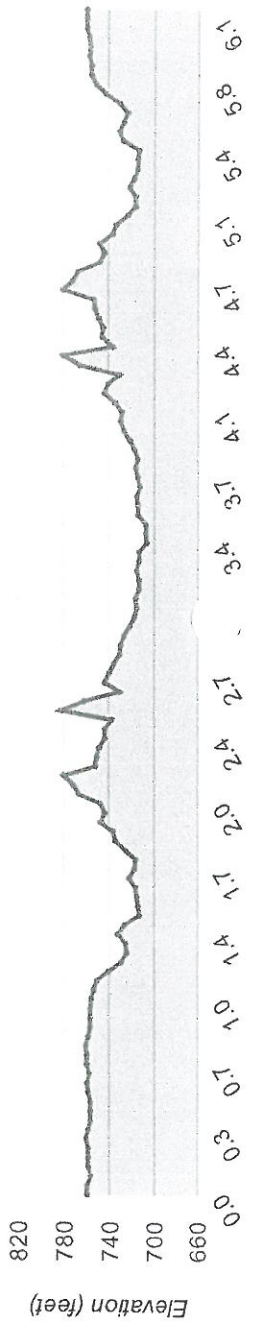
Google

10K



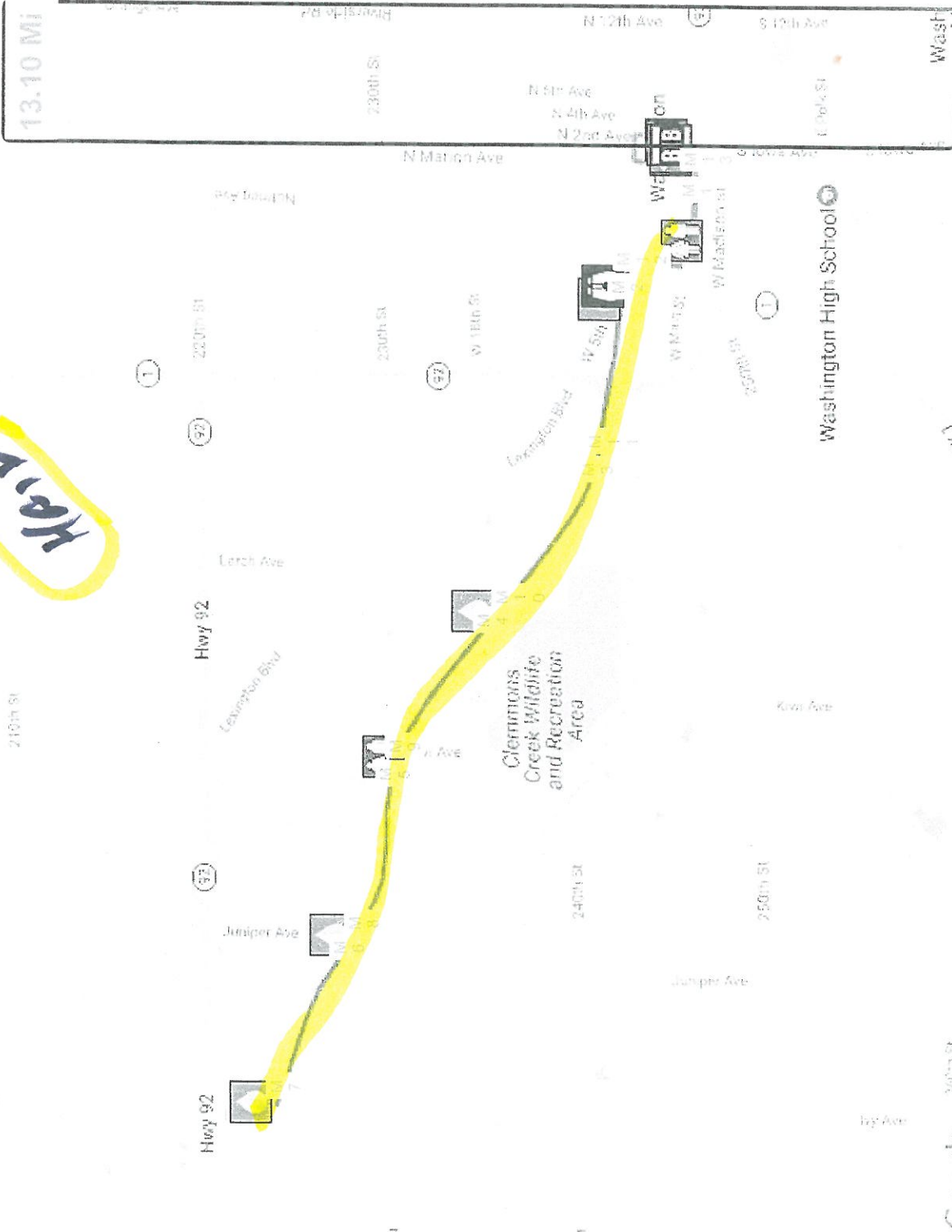
Map Report a map error

Google



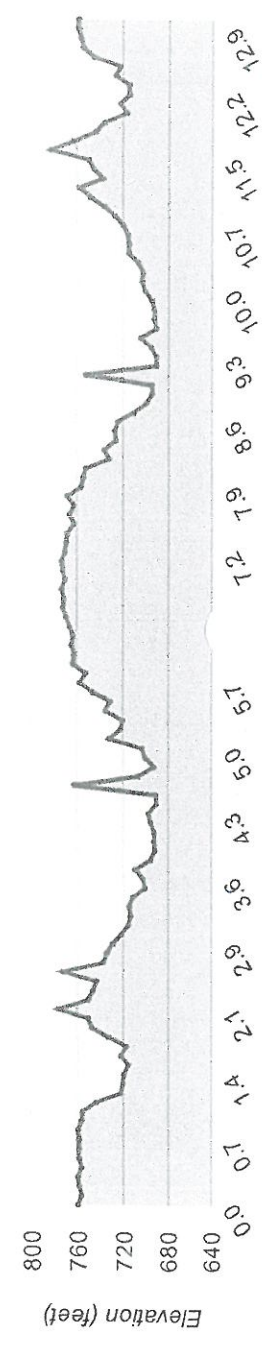
Hwy 92

13.10 Mi



Map Report a map error

Google



Illa Earnest

From: Sheila Hanson
Sent: Monday, February 05, 2018 2:44 PM
To: Illa Earnest
Subject: PAWS & More 20th Annual Car Show closing of streets

Illa,

Please ask the council if we can close down the areas of parking that we've always done in the past for the annual car show:

Sunday, August 19, 2018 in the following areas between 6 am - 5 pm:

All of the south and west sides of the square to be closed to public parking. Also closed will be the north side inner row (next to the park) and the west half of the east side (next to the park & half of the center) of the square.

This is the same request as we've always made for several years past. We put out notices on the cars and to the businesses in advance and also coordinate with Nick Pacha/Parks Department.

Thank you for your consideration as this is a very important fundraiser for the shelter. Please call Phil Ealy with questions: 653-5241. He is the person with Corn Country Cruisers that runs the show for us.

Please let me know if we would need to appear at a meeting for any reason or if this request handles the request adequately.

Thanks,
Sheila Hanson
461-5560
shehanson13@gmail.com

*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

February 9, 2018

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

From: Brent Hinson
City Administrator

Re: Relocation of House from 208 East Jefferson to 415 West Madison Bids

Mayor and Council:

At the February 6 meeting, you voted to table the house-moving bids on my recommendation. We are still working on a final deal, but the bottom line is that we have not been able to get the total cost of the house-moving down to a reasonable level. Goodwin has been great to work with and found a few ways to economize on cost, but it still appears it would be much less expensive to find the 202 East Jefferson homeowner an existing house and demolish the 208 East Jefferson house rather than move it. I also have had conversation with a second potential bidder who ultimately did not submit a formal proposal, and he confirmed many of the issues that Goodwin has cited in driving up the cost of moving the house.

Steve Gault is working with the 202 East Jefferson homeowner, and ideally, we can bring a revised agreement to the meeting. If it is possible, we will get this new agreement out to you on Monday, but I have added the item to the agenda now to ensure you can take action as needed and not necessitate another special meeting and/or further delays in the process.

RESOLUTION NO. _____

**A RESOLUTION APPROVING REVISED OFFER TO
BUY REAL ESTATE AND ACCEPTANCE**

WHEREAS, the City Council authorized the City Administrator to negotiate the purchase of a certain property located at 202 East Jefferson Street for future City use; and

WHEREAS, the City Council previously approved an agreement with said homeowner in Resolution 2017-078, but circumstances have changed and a new agreement is necessary.

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

Section 1. The City Council hereby approves the attached Offer to Buy Real Estate and Acceptance for 202 East Jefferson Street with Steve A. Jaspering.

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

PASSED AND APPROVED this 13th day of February, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Steve A. Jaspering (hereinafter "Owner")

The undersigned Buyers, City of Washington, Iowa (hereinafter "City"), hereby offer to buy and Owner, by their acceptance, agree to sell all of Owner's property located at 202 East Jefferson Street in Washington, said tract of real property situated in Washington County, Iowa, subject to easements and restrictions of record (the "Property"). The exact legal description of the Property shall be obtained from the abstract of title.

1. **Purchase Price.** City shall pay to Owner a sum equal to the accepted offer price for a different property to be purchased by the Owner in exchange for relinquishing interest in the Property (202 East Jefferson), but not to exceed \$85,000, and the method of payment shall be the entire balance of the Purchase Price to be paid at the Closing Date.

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

3. **Risk of Loss and Insurance.** Owner shall bear the risk of loss or damage to the Property prior to closing and possession. Owner agrees to maintain existing insurance and City may purchase additional insurance. In the event of substantial damage or destruction prior to closing, Buyer may have the option to complete the closing and receive insurance proceeds regardless of extent of damages. The Property shall be deemed damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

4. **Possession and Closing.** If City timely performs all of its obligations, possession of the Property shall be delivered to City on or before March 31, 2018, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by City pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.

5. **Condition of Property.** The Property as of the date of this Agreement will be preserved by Owner in its present condition until closing. Owner makes no warranties, express or implied, as to the condition of the Property.

6. **Abstract and Title.** City shall provide for abstract of title, at its expense, to the Property continued through the date of acceptance of this Agreement, subject to being provided the abstract of title document by the Owner. It shall show marketable title in Owner in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. Owner shall make every reasonable effort to promptly perfect title. If closing is delayed due to Owner's inability to provide marketable title, this Agreement shall continue in full force and effect until

either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the City when the Purchase Price is paid in full. Owner shall pay the costs of additional abstracting and title work due to any act or omission of Owner, including transfers by or the death of Eychaner or assignees. The abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

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

8. **Deed.** Upon payment of the Purchase Price, Owner shall convey the Property to the City by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City.

9. **Relocation Expenses.** The City agrees to pay an additional ^{\$10,000 DD SF} ~~\$8,000~~ in relocation expenses to the Owner, over and above the purchase price. These expenses will be payable at closing.

10. **Plumbing Inspection.** The City agrees to pay for a plumbing inspection of the property to be purchased by the Owner.

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

12. **Approval of Court.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by March 31, 2018, either party may declare this Agreement null and void, and all payments made hereunder shall be made to the City.

13. **Remedies of the Parties.**

A. If the City fails to timely perform under this Agreement, Owner may forfeit this Agreement as provided in Iowa Code Chapter 656, and all payments made shall be forfeited, or, at Owner's option, upon thirty days written notice of intention to accelerate the entire balance because of the City's default (during which thirty days the default is not corrected), Eychaner may declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Owner fails to timely perform this Agreement, the City has the right to all payments made returned to the City.

C. Owner and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorneys fees.

14. **Notice.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, address to the parties at the addresses given below.

For City of Washington:

City Administrator
215 E. Washington Street
Washington, Iowa 52353

For the Owner:

Steve A. Jaspering
202 East Jefferson Street
Washington, IA 52353

15. **General Provisions.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. The Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Owner and the City. Paragraphs and headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

16. **Real Estate Agent or Broker.** Both parties acknowledge and agree that neither party to this Agreement is using the services of a real estate agent or broker.

17. **Inspection/Testing.** During the term of this Agreement, the City may enter the premises for testing, surveying, inspection and will indemnify Owner for said entry. City agrees to give the Owner at least 24 hours notice before entering the Property.

18. **No condemnation.** The City hereby expressly agrees that it will not use its power of eminent domain to acquire this Property should voluntary negotiations fail to come to an agreement.

19. **City Council approval required.** Both parties acknowledge that this Agreement is not binding upon the City without first having been approved by the Washington City Council as required by law.

Dated this ____ day of _____, 2018.

CITY:

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

ACCEPTED on this ____ day of _____, 2018.

(Corporate Seller)

By: _____
INSERT NAME, President

EIN: _____

ACCEPTED on this 11 day of February, 2018

(Individual Sellers- need both husband and wife if applicable)

Steve A. Jaspering

SSN:

SSN: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT
WITH CORNERSTONE PROPERTY MANAGEMENT, LLC**

WHEREAS, Cornerstone Property Management (the “Developer”) and the City have negotiated a Development Agreement whereby the City and Developer would work together on the installation of a new sewer main to provide sewer service to the former Pamida building at 1701 East Washington Street, as well as facilitate future development; and

WHEREAS, the Developer agrees to invest at least \$250,000 in improvements to said building; and

WHEREAS, the City Council has heretofore determined that entering into the Development Agreement with the Developer is in the best interests of the citizens of the City.

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

Section 1. The City Council hereby approves the aforementioned Development Agreement, attached to this Resolution.

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

PASSED AND APPROVED this 13th day of February, 2018.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

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 **Cornerstone Property Management, LLC**, hereafter referred to as “Developer.”

WHEREAS, the Developer has purchased the former Pamida property located at 1701 E. Washington Street, Washington, Iowa, and legally described as:

See Exhibit “A” attached hereto. (hereafter the “Development Property”)

; and

WHEREAS, the Developer desires to redevelop the Development Property to be used for commercial purposes (the “Project”); and

WHEREAS, the Property is located within the Washington Urban Revitalization Area;
and

WHEREAS, it is in the best interests of the City for the vacant Development Property to be redeveloped.

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, within two (2) years from the date of the execution of this Agreement, take all necessary steps to remodel the existing building on the Development Property. Developer acknowledges that it will invest \$250,000 in the Development Property as part of the Project.

2. The Developer shall, upon the purchase of appropriate sanitary sewer mains and appurtenances by the City and delivery to the Development Property, install said sanitary sewer at no additional cost to the City, in strict compliance with the plans attached hereto as Exhibit "B" (the "Sewer Project").

3. The Developer will cause the Project and the Sewer Project to be constructed on the Property in strict compliance with the all applicable laws, regulations and ordinances.

B. City's obligations.

1. In recognition of the Developer's investment in a current vacant property for commercial purposes, the City is responsible for the following:

a) The City, upon the advice of the Developer, shall purchase appropriate sanitary sewer mains and appurtenances necessary to construct the Sewer Project and said materials to the Development Property.

b) The City shall, at its sole cost and expense, acquire the appropriate easements necessary from adjoining property owners to construct the Sewer Project.

c) The City shall assist the Developer with necessary clearing and grubbing to facilitate construction of the Sewer Project.

d) The City shall, upon appropriate application by Developer, grant tax abatements to the Developer in accordance with the Washington Urban Revitalization Plan.

C. Administrative Provisions.

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

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

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

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

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

6. That this Agreement may be executed in counterparts.

Dated this ____ day of _____, 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

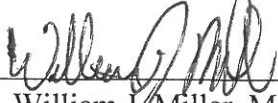
STATE OF IOWA, WASHINGTON COUNTY, ss:

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

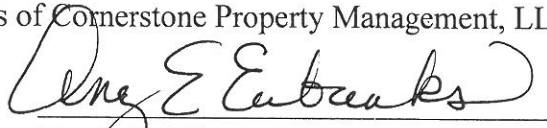
SIGNATURE PAGE OF DEVELOPER:

By: 
James A. Ziegłowski, Manager

By: 
William J. Miller, Manager

STATE OF IOWA, COUNTY OF WASHINGTON:

On this 7 day of February, 2018, this document was executed by James A. Ziegłowski and William J. Miller as Managers of Cornerstone Property Management, LLC.


Notary Public



Property Address/Legal Description

Property Address: 1701 E. Washington Street, Washington, Iowa

A part of Lot 2 of Auditor's Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 75 North, Range 7 West of the 5th P.M., Washington County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 16; thence West along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 16, a distance of 336.61 feet to the Northeast corner of said Lot 2; thence S 00° 29' 21" W along the East line of said Lot 2 a distance of 42.13 feet to the Southerly line of State Highway 92 right-of-way and the point of beginning; thence S 00° 29' 21" W along the East line of said Lot 2 a distance of 566.89 feet to the South line of the North 609 feet of said Lot 2; thence West along the South line of the North 609 feet of said Lot 2 a distance of 329.74 feet to the West line of said Lot 2; thence N 00° 35' 29" E along the West line of said Lot 2 a distance of 571.94 feet to the Southerly line of State Highway 92 right-of-way; thence S 89° 07' 15" E along the Southerly line of State Highway 92 right-of-way a distance of 328.71 feet to the point of beginning. The North line of the Southeast 1/4 of the Southwest 1/4 of said Section 16 is assumed to bear West.

Excepting from the above described property that portion which was conveyed to the State of Iowa by Deed Recorded September 23, 1993 in Book 137 at Page 16.

Also excepting from the above described property Parcel H and Parcel I as set forth on the Plat of Survey recorded July 22, 2005 in Book 18 at Page 379 as Document No. 05-3125, Washington County, Iowa.

Together with non-exclusive easement rights created by DECLARATION OF CROSS-EASEMENTS AND COVENANTS AND RESTRICTIONS AFFECTING LAND recorded February 3, 2006 as document number 06-0581 in Book 2006, page 0581.

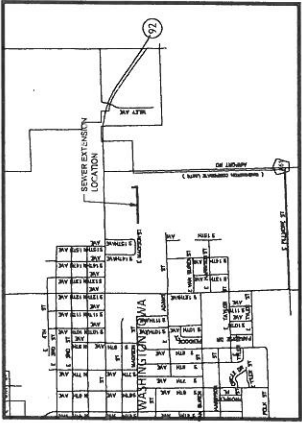
SANITARY SEWER EXTENSION NEW OFFICE BUILDING WASHINGTON, IOWA

2018

GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS
1701 3rd Avenue East, Suite 1
Creston, Iowa 52527
562.782.4118 Fax
562.782.4118
800.791.5242 Iowa Toll Free
eng@gardenassociates.net

**SANITARY SEWER EXTENSION
NEW OFFICE BUILDING
WASHINGTON, IOWA**
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SHEET NO.
TITLE SHEET
SCALE: NO SCALE
FIELD BOOK:
DRAWN BY: JBA
APPROVED: JP
REVISIONS:
DATE: NOV. 7, 2017
PROJECT NO: 3017107
SHEET NO: 1 OF 2



**PRELIMINARY
NOT FOR CONSTRUCTION**

Sanitary Sewer mainline and manholes shall be in accordance with the IAWQ Standards for Sanitary Sewer Systems and the Supplemental Special Specifications and Special Provisions.

I hereby certify that the engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

DATE: 11/07/17
LIC. NO. 1175
L.A. NUMBER 1175
Iowa State Board of Examiners in Professional Engineering

- GENERAL SPECIFICATIONS:**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WASHINGTON, IOWA, AND THE IOWA DEPARTMENT OF PUBLIC SAFETY (DPS) FOR THE SEWER EXTENSION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WASHINGTON, IOWA, AND THE IOWA DEPARTMENT OF PUBLIC SAFETY (DPS) FOR THE SEWER EXTENSION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
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ESTIMATED PROJECT QUANTITIES					
Item No.	Item Description	Unit	Total Project Qty	Ch	Remarks
1	2015-2016 Sewer Extension	LS	XXX		Approximate quantity of sewer line to be installed. This quantity is based on the estimated length of the sewer line to be installed.
2	2015-2016 Sewer Manhole	DM	XX		Approximate quantity of sewer manholes to be installed. This quantity is based on the estimated number of manholes to be installed.
3	2015-2016 Sewer Valve	LF	.005		Approximate quantity of sewer valves to be installed. This quantity is based on the estimated number of valves to be installed.
4	2015-2016 Sewer Pipe	LF	XXX		Approximate quantity of sewer pipe to be installed. This quantity is based on the estimated length of the sewer line to be installed.
5	2015-2016 Sewer Fittings	EA	XX		Approximate quantity of sewer fittings to be installed. This quantity is based on the estimated number of fittings to be installed.
6	2015-2016 Sewer Manhole	LS	XXX		Approximate quantity of sewer manholes to be installed. This quantity is based on the estimated number of manholes to be installed.

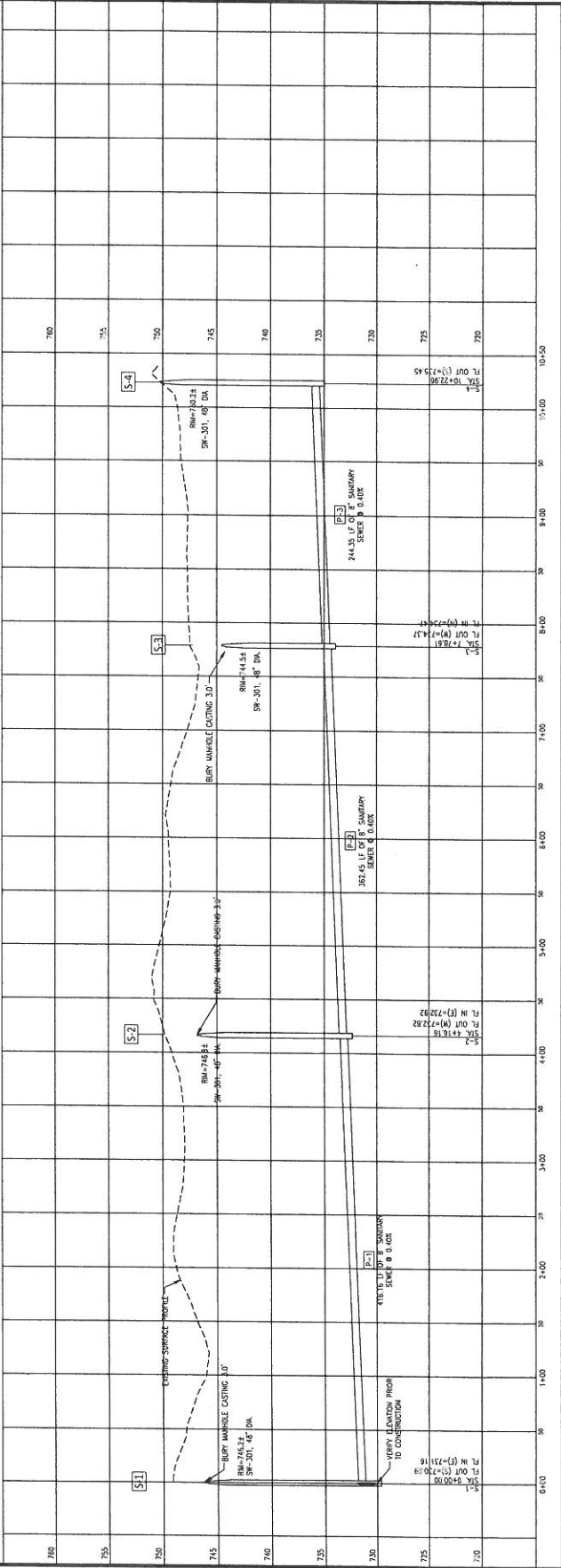
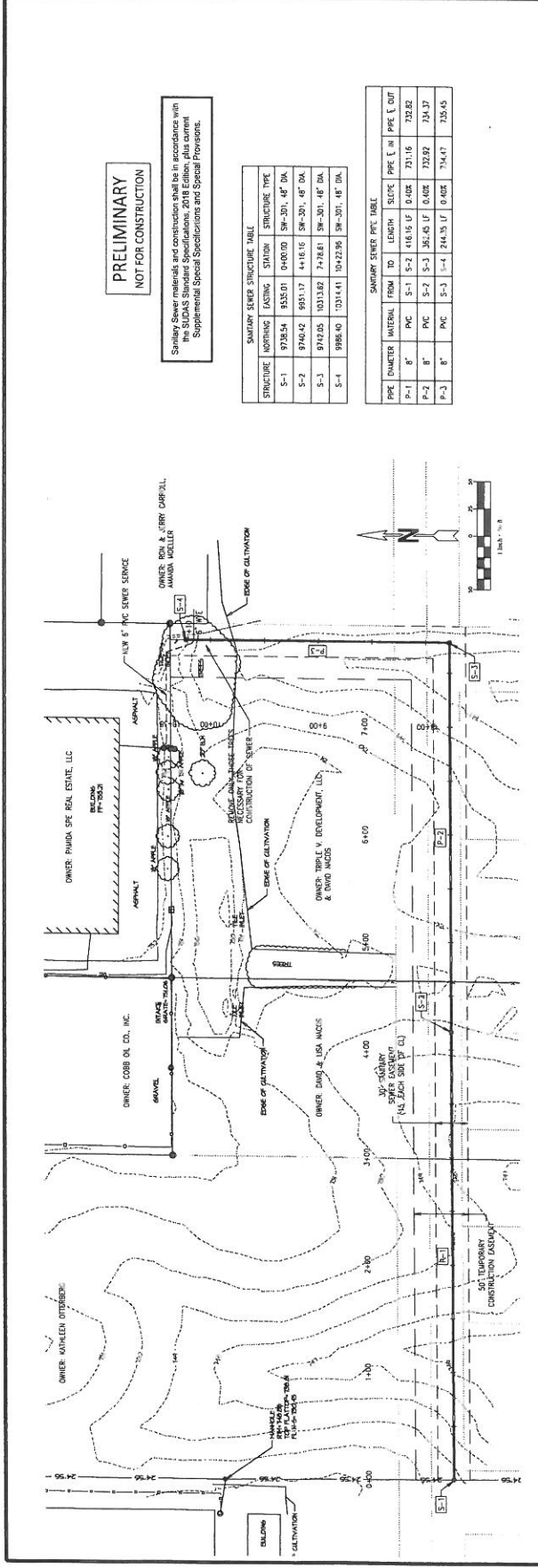
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ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF GARDEN & ASSOCIATES, LTD. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE DRAWINGS. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF GARDEN & ASSOCIATES, LTD.

PRELIMINARY
NOT FOR CONSTRUCTION

Sanitary Sewer materials and construction shall be in accordance with the SUDAS Standard Specifications, 2018 Edition, plus current Supplemental Special Specifications and Special Provisions.

STRUCTURE	WORKING	LACING	STATION	STRUCTURE TYPE
S-1	8738.54	8535.01	0+00.00	SM-301, 48" DIA.
S-2	8749.42	8651.17	4+16.16	SM-301, 48" DIA.
S-3	8742.05	10313.82	7+76.81	SM-301, 48" DIA.
S-4	8986.00	10314.41	10+22.96	SM-301, 48" DIA.

PIPE	DIAMETER	INTERNAL	FROM	TO	LENGTH	SLOPE	PIPE E. @ PIPE E. OUT
P-1	8"	PVC	S-1	S-2	416.16 LF	0.00%	731.16
P-2	8"	PVC	S-2	S-3	367.65 LF	0.00%	734.37
P-3	8"	PVC	S-3	S-4	244.15 LF	0.00%	735.45



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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

February 8, 2018

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

From: Brent Hinson
City Administrator

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

Re: Generator Maintenance Bids

Late last year, we made a decision to bid out maintenance contracts on all of our City-owned backup generators at the same time, in an effort to potentially save cost on this important function. We have 4 backup generators:

- 1) Wastewater Plant- currently maintained by 3E
- 2) Lexington Avenue Sewer Lift Station- just going off contractor's warranty, and need to establish a maintenance contract
- 3) Water Treatment Plant- currently maintained by Altorfer
- 4) City Hall/Police/Fire- currently maintained by Ace Electric

WWTP Superintendent Fred Doggett handled the bidding process. I have attached a bid tab. There was a wide variation in the bids, although we feel the scope of service was consistent. Our recommendation is that we award bid to 3E for the WWTP generator and to Ace Electric on the other three. These all happen to be the lowest bids; we did verify with each vendor that their prices would stay the same as quoted even if they did not service all of our generators, which I suppose disproves our theory about saving cost by bidding them together. Fred has been very satisfied with 3E as a vendor (they are also the company that originally installed the generator), and we like going with the local choice in Ace Electric for the other generators, since they have done a good job with the City Hall/Police/Fire generator since that was installed.

Thanks to Fred for all his work on putting this bid process together. It took a lot of work, and he did a great job.

City of Washington
 Generator Maintenance Bids by 5-Year Cost
 February 2018

<u>Vendor/Plan</u>	<u>Wastewater</u>		<u>Lexington</u>		<u>Water</u>		<u>City Hall/Fire</u>		<u>Total</u>	
Current*	\$	23,151.28		\$	29,033.96	\$	3,465.00	\$	55,650.24	
3E	\$	22,965.00	\$	7,870.00	\$	13,165.00	\$	7,435.00	\$	51,435.00
Altorfer	\$	28,526.00	\$	11,966.00	\$	15,516.00	\$	11,976.00	\$	67,984.00
Ace Electric	\$	25,678.62	\$	3,413.79	\$	9,363.01	\$	4,177.19	\$	42,632.61
Cummins	\$	30,491.26	\$	8,105.70	\$	12,465.43	\$	8,813.15	\$	59,875.54

* Current reflects actual costs in past five years (Wastewater- 3E, Lexington- 3E, Water- Altorfer, City Hall/Fire- Ace)

Bold= Recommended Bid

Brent Hinson

From: Fred Doggett
Sent: Wednesday, February 7, 2018 9:39 AM
To: Brent Hinson
Cc: Chad McCleary; Tom Wide
Subject: Re: WTP generator

To all:

ACE Electric will honor the quotes for the WTP generator (\$9,363.01), Lexington lift station generator (\$3,413.79), and Fire Dept/City Hall generator (\$4,177.19). ACE has sent me updated quote sheets that are good through March 9, 2018. I have asked ACE to provide us with the proper paper work for the preventative maintenance service agreement work so we can sign/date them and return to ACE after council approval.

3E will honor their gold program quote for the WWTP generator (\$22,965.00) only. 3E is in process of sending the preventative maintenance service agreement paper work to be signed/dated to be returned to them after council approval.

Fred E Doggett
Washington WWTP Supt
fdoggett@washingtونيowa.gov
phone 319 653 2638
fax 319 653 5273
cell 319 653 1530

On Wed, Feb 7, 2018 at 9:05 AM, Brent Hinson <bhinson@washingtونيowa.gov> wrote:
Sounds great. Thanks, Fred.

Brent D. Hinson, City Administrator
City of Washington

On Feb 7, 2018 8:16 AM, "Fred Doggett" <fdoggett@washingtونيowa.gov> wrote:
Brent,

I talked to Chad this morning about using ACE for the WTP generator. He said he was okay with using them.

I will contact ACE to see if they will honor the their quotes with the WWTP generator being removed from the quote list.

I will contact 3E to see if they will honor the WWTP generator quote with the other quotes being removed.

I'll keep you posted on what I find out.

Fred E Doggett
Washington WWTP Supt
fdoggett@washingtونيowa.gov
phone 319 653 2638
fax 319 653 5273

ACE ELECTRIC, INC.
1280 PROGRESS ST
PO BOX 557
NORTH LIBERTY, IA 52317
(319) 626-3007

QUOTATION

Quote Number:
68232

Quote Date:
Feb 7, 2018

Page:
1

Quoted to:

WASHINGTON FIRE DEPT.
 215 E WASHINGTON STREET
 WASHINGTON, IA 52353

Customer ID	Good Thru	Payment Terms	Sales Rep
WASHINGTON FIRE	3/9/18	Net 10 Days	PATTERSON, MELISSA

Description
<p>5 YEAR PLAN (2018-2022) TO BE COMPLETED IN THE SPRING (INSPECTION ONLY) AND FALL OF EACH YEAR. - WE PROPOSE TO PERFORM THE GENERATOR MAINTENANCE AS PER FACTORY SPECIFICATION ON THE 100 KW MODEL #100JJS3GDT3 SERIAL #309740-1-1-0509. MAINTENANCE INCLUDES REPLACEMENT OF OIL, OIL FILTER, FUEL FILTER, AND AIR FILTER WHICH WILL BE DONE ANNUALLY.. ALSO INCLUDES CHECKING PH BALANCE, LOW WATER SHUTDOWN, HIGH ENGINE TEMP, LOW OIL PRESSURE, OVER CRANK/OVER SPEED, AND TRANSFER SWITCH OPERATIONS. BATTERIES WILL BE REPLACED IN YEAR 2019 AND 2021. AS WELL AS A COOLANT FLUSH TO BE DONE IN YEAR 2022. THE UNIT WILL ALSO BE TESTED UNDER A LOAD IN DURING THE 2019 AND 2021 MAINTENANCE YEARS. . ANY ISSUES FOUND DURING THE SPRING INSPECTION WILL BE BILLED AT TIME AND MATERIAL RATES. TRAVEL EXPENSE MAY BE REDUCED IF OTHER GENERATORS IN ROUTE ARE TO BE MAINTENANCED.</p> <p>PLEASE SIGN THE QUOTE AND RETURN IT TO ACE ELECTRIC OR CALL 319-626-3007 IF YOU WOULD LIKE US TO SCHEDULE A TIME FOR MAINTENANCE.</p> <p>DEK BATTERY 1131PMF, 9V BATTERY TRAVEL EXPENSE OIL - GENSET MAINTENANCE 15W/40 LF 622 FILTER BALDWIN AIR FILTER SECONDARY FUEL FILTER FUEL FILTER RE522878 PENRAY COOLANT CONDITIONER ANTI FREEZE DISPOSAL FEE PER GALLON LOAD BANKING PER KW (\$150.00 MIN FEE) JD COOL GUARD ANTIFREEZE TY26577 LABOR GENERATOR</p>

SIGNATURE _____

Subtotal	4,177.19
Sales Tax	
Total	4,177.19

ACE ELECTRIC, INC.
1280 PROGRESS ST
PO BOX 557
NORTH LIBERTY, IA 52317
(319) 626-3007

QUOTATION

Quote Number:
68233

Quote Date:
Feb 7, 2018

Page:
1

Quoted to:

CITY OF WASHINGTON
 PO BOX 516
 WASHINGTON, IA 52351

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF WASHINGTON	3/9/18	Net 10 Days	PATTERSON, MELISSA

Description
<p>5 YEAR PLAN (2018-2022) TO BE COMPLETED IN THE SPRING AND FALL OF EACH YEAR AT THE LIFT STATION. DURING THE FALL VISIT WE PROPOSE TO PERFORM THE GENERATOR MAINTENANCE AS PER FACTORY SPECIFICATION ON THE 60 KW MODEL #4R0113DS60 SERIAL #95090602545. MAINTENANCE INCLUDES REPLACEMENT OF OIL, OIL FILTER, FUEL FILTER, AND AIR FILTER WHICH WILL BE DONE ANNUALLY.. ALSO INCLUDES CHECKING PH BALANCE, LOW WATER SHUTDOWN, HIGH ENGINE TEMP, LOW OIL PRESSURE, OVER CRANK/OVER SPEED, AND TRANSFER SWITCH OPERATIONS. BATTERIES WILL BE REPLACED IN YEAR 2019 AND 2021. AS WELL AS A COOLANT FLUSH TO BE DONE IN YEAR 2022. THE UNIT WILL ALSO BE TESTED UNDER A LOAD IN YEARS 2019 AND 2021. THE SPRING VISIT WILL BE AN INSPECTION OF THE UNIT AND TEST TO MAKE SURE IT IS WORKING AS IT SHOULD. ANY ISSUES FOUND DURING THE SPRING INSPECTIONS WILL BE BILLED TIME AND MATERIAL RATES. TRAVEL EXPENSE MAY BE REDUCED IF OTHER GENERATORS IN ROUTE ARE TO BE MAINTENANCED. PLEASE SIGN THE QUOTE AND RETURN IT TO ACE ELECTRIC OR CALL 319-626-3007 IF YOU WOULD LIKE US TO SCHEDULE A TIME FOR MAINTENANCE. ***** LIFT STATION*****</p> <p>DEK BATTERY 1131PMF, 9V BATTERY TRAVEL EXPENSE OIL - GENSET MAINTENANCE 15W/40 LF 622 FILTER AIR FILTER SECONDARY FUEL FILTER FUEL FILTER RE522878 PENRAY COOLANT CONDITIONER ANTI FREEZE DISPOSAL FEE PER GALLON LOAD BANKING PER KW (\$150.00 MIN FEE) JD COOL GUARD ANTIFREEZE TY26577 LABOR GENERATOR</p>

Subtotal	3,413.79
Sales Tax	
Total	3,413.79

SIGNATURE _____

ACE ELECTRIC, INC.
1280 PROGRESS ST
PO BOX 557
NORTH LIBERTY, IA 52317
(319) 626-3007

QUOTATION

Quote Number:
68234

Quote Date:
Feb 7, 2018

Page:
1

Quoted to:

CITY OF WASHINGTON
 PO BOX 516
 WASHINGTON, IA 52351

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF WASHINGTON	3/9/18	Net 10 Days	PATTERSON, MELISSA

Description
<p>5 YEAR PLAN (2018-2022) TO BE COMPLETED IN THE SPRING (INSPECTION ONLY) AND FALL OF EACH YEAR. - WE PROPOSE TO PERFORM THE GENERATOR MAINTENANCE AS PER FACTORY SPECIFICATION ON THE 350 KW MODEL #LC6 SERIAL #G6B03149. MAINTENANCE INCLUDES REPLACEMENT OF OIL, OIL FILTER, FUEL FILTER, AND AIR FILTER WHICH WILL BE DONE ANNUALLY.. ALSO INCLUDES CHECKING PH BALANCE, LOW WATER SHUTDOWN, HIGH ENGINE TEMP, LOW OIL PRESSURE, OVER CRANK/OVER SPEED, AND TRANSFER SWITCH OPERATIONS. BATTERIES WILL BE REPLACED IN YEAR 2019 AND 2021. AS WELL AS A COOLANT FLUSH TO BE DONE IN YEAR 2022. THE UNIT WILL ALSO BE TESTED UNDER A LOAD IN YEARS 2019 AND 2021. ANY ISSUES FOUND DURING THE SPRING INSPECTIONS WILL BE BILLED TIME AND MATERIAL RATES. TRAVEL EXPENSE MAY BE REDUCED IF OTHER GENERATORS IN ROUTE ARE TO BE MAINTENANCED.</p> <p>PLEASE SIGN THE QUOTE AND RETURN IT TO ACE ELECTRIC OR CALL 319-626-3007 IF YOU WOULD LIKE US TO SCHEDULE A TIME FOR MAINTENANCE.</p> <p>****WATER TREATMENT PLANT *****</p> <p>DEK BATTERY 1131PMF, 9V BATTERY TRAVEL EXPENSE OIL - GENSET MAINTENANCE 15W/40 OIL FILTER AIR FILTER FUEL FILTER SECONDARY FUEL FILTER PENRAY COOLANT CONDITIONER ANTI FREEZE DISPOSAL FEE PER GALLON LOAD BANKING PER KW (\$150.00 MIN FEE) JD COOL GUARD ANTIFREEZE TY26577 LABOR GENERATOR</p>

Subtotal	9,363.01
Sales Tax	
Total	9,363.01

SIGNATURE _____



CUSTOMER PREVENTIVE MAINTENANCE AGREEMENT

206 East 5th Street • Davenport, Iowa 52801 • 563-323-2214

This agreement made this 7TH day of FEBRUARY, 2018, between Electrical Engineering & Equipment Company and customer WASHINGTON WWTP

In consideration of the agreements herein contained:

1. The customer agrees to remit the amount of \$22,965.00 for a period of 5 year(s).
2. Electrical Engineering & Equipment Company agrees to perform maintenance as listed below 2X per year on the standby Generator System at the address listed below.
3. Electrical Engineering & Equipment Company's only liability shall be to repair or replace parts, supplied under this maintenance agreement.

Customer's Address:

Plant Information:

Spec. No.

Name WASHINGTON WWTP

Serial 3016617 Model 1600REOZJMB

Address 1065 W. BUCHANAN STREET

Engine Type S16R / 17402

City & State WASHINGTON, IA 52353

Date of Installation 07/11/2012

Contact: FRED DOGGETT 319-653-2638

Hr. Meter Reading – at time of contract _____

Voltage _____ Phase _____

The following services will be furnished:

Automatic Switch Information:

ENGINE

Serial _____ Model _____

- A. Change lubricating oil and filters.
- B. Clean Air Filter.
- C. Check Spark Plugs (Spark Ignited Engines Only)
- D. Clean crankcase breather.
- E. Inspect and adjust governor to 60 Hz at rated load.
- F. Check unit safety system.
- G. Inspect all gauges, meters, relays.
- H. Inspect all hoses for leaks.
- I. Check cooling system.
- J. Check battery and battery charger.
- K. Inspect Belts
- L. Change Fuel Filters

BREAKDOWN

YEAR 1	MAJOR \$3,215.00	MINOR \$450.00 – 2018
YEAR 2	MAJOR \$1,200.00	MINOR \$3,650.00 – 2019
YEAR 3	MAJOR \$1,200.00	MINOR \$450.00 – 2020
YEAR 4	MAJOR \$3,215.00	MINOR \$3,650.00 – 2021
YEAR 5	MAJOR \$1,200.00	MINOR \$4,735.00 – 2022
YEARS 1-5:	1 MINOR & 1 MAJOR	
YEAR 1&4:	REPLACE BATTERY AND A/F W/ MAJOR	
YEAR 2&4:	2HR LOAD BANK W/ MINOR	
YEAR 5:	R&R COOLANT, HOSES, BELT, TSTAT, GASKETS FUEL ANALYSIS W/ MINOR	

GENERATOR

- A. Check output voltage and frequency – (Adjust as necessary)
- B. Inspect brushes and spring tension.
- C. Inspect generator bearing.
- D. Inspect all meters, switches, regulators.

AUTOMATIC TRANSFER CONTROL

- A. Inspect Automatic Transfer Switch, contacts, linear motor actuation and moving parts.
- B. Simulate power failure – assure proper functioning of automatic control.
- C. Check and set time delays and clock exerciser.

Signature:

Signature:

3E Representative: Jill Dreifurst

Owner/Manager: _____

Date: 2/07/2018

Date: _____

*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

February 9, 2018

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

From: Brent Hinson 
City Administrator

Re: Lease-Purchase Agreement for Wellness Park

I am pleased to bring you a lease-purchase agreement with DeLong Construction for the Wellness Park. The purpose of this agreement is to allow DeLong to make a significant and generous in-kind donation to the project. We are still working on the formal agreement that you would be asked to consider on March 6, but at this point the scope of the agreement will only extend to site work and erosion control. DeLong's estimated donation for this work is \$100,000. We would intend to bring back an amendment to the agreement, probably in early April, to also allow them to offer in-kind donations on the pipe work needed for the project, but we have constructed the hearing notice to allow for what is envisioned to be the full scope of the work.

It is great to have corporate citizens like DeLong in this community, and hopefully this will not be the last significant in-kind donation we are able to bring for your consideration for this project.

Washington Wellness Park - Phase 1 Site Development
 Engineer's Preliminary Estimate of Construction Costs - Based on Preliminary Design documents as of 2/8/2018
 Prepared by Jake Huck, Project Engineer
 Date: February 9, 2018

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<u>Sanitary Sewer Construction</u>					
1	Connect to Existing Sanitary Sewer	1	LS	\$ 800.00	\$ 800.00
2	SDR 26 PVC Sanitary Sewer (8-inch I.D.)	2,428	LF	\$ 38.00	\$ 92,264.00
3	4' Dia. Precast Sanitary Manhole, Complete	8	EA	\$ 4,200.00	\$ 33,600.00
4	SDR 35 PVC Sanitary Sewer Lateral & Wye (4-inch I.D.)	565	LF	\$ 28.00	\$ 15,820.00
					\$ 142,484.00
<u>Storm Sewer Construction</u>					
5	RCP Storm Sewer (15-inch I.D.)	599	LF	\$ 48.00	\$ 28,752.00
5	RCP Storm Sewer (24-inch I.D.)	791	LF	\$ 50.00	\$ 39,550.00
5	RCP Storm Sewer (60-inch I.D.)	121	LF	\$ 195.00	\$ 23,595.00
7	CMP Storm Sewer (30-inch I.D.)	249	LF	\$ 50.00	\$ 12,450.00
8	CMP Storm Sewer (48-inch I.D.)	60	LF	\$ 180.00	\$ 10,800.00
7	RCP FES (15-inch I.D.)	3	EA	\$ 2,500.00	\$ 7,500.00
7	RCP FES (24-inch I.D.)	4	EA	\$ 2,200.00	\$ 8,800.00
7	RCP FES (60-inch I.D.)	4	EA	\$ 3,275.00	\$ 13,100.00
8	CMP FES (30-inch I.D.)	6	EA	\$ 1,100.00	\$ 6,600.00
8	CMP FES (48-inch I.D.)	2	EA	\$ 1,900.00	\$ 3,800.00
9	Storm Sewer Structure, Area Drain	6	EA	\$ 3,000.00	\$ 18,000.00
9	Extend Field Tile	8	EA	\$ 1,000.00	\$ 8,000.00
10	Riprap (Outfall Armor)	300	TON	\$ 30.00	\$ 9,000.00
					\$ 189,947.00
<u>Site Work</u>					
11	Top Soil Stripping, Stockpile and Re-placement	36,000	CY	\$ 3.00	\$ 108,000.00
12	Unclassified Excavation, Cut	110,000	CY	\$ 2.50	\$ 275,000.00
12	Mcadam Stone Base, Future E Avenue (10-inch thick)	3,600	TON	\$ 14.00	\$ 50,400.00
12	Modified Subbase, Future E Avenue (4-inch thick)	1,450	TON	\$ 14.00	\$ 20,300.00
					\$ 453,700.00
<u>Erosion Control/Restoration</u>					
13	Stabilized Construction Entrance	1	EA	\$ 1,500.00	\$ 1,500.00
14	Silt Fence	7,500	LF	\$ 2.00	\$ 15,000.00
15	Erosion Matting	2,900	SY	\$ 1.90	\$ 5,510.00
16	Riprap (20 Rock Checks)	200	TON	\$ 40.00	\$ 8,000.00
17	Riprap (Basin Secondary Spillway stabilization)	350	TON	\$ 30.00	\$ 10,500.00
18	Rural Turf Mix Seeding, Fertilizer, Straw Mulch	44	AC	\$ 1,000.00	\$ 44,000.00
					\$ 84,510.00
TOTAL					\$ 870,641.00
<u>Sanitary Sewer Construction - North Soccer Complex</u>					
1A	SDR 26 PVC Sanitary Sewer (8-inch I.D.)	1,700	LF	\$ 38.00	\$ 64,600.00
2A	4' Dia. Precast Sanitary Manhole, Complete	5	EA	\$ 4,200.00	\$ 21,000.00
3A	SDR 35 PVC Sanitary Sewer Lateral & Wye (4-inch I.D.)	40	LF	\$ 30.00	\$ 1,200.00
ALTERNATE TO EXTEND SANITARY SEWER TO NORTH SOCCER COMPLEX TOTAL					\$ 86,800.00

RESOLUTION NO. _____

RESOLUTION SETTING A DATE FOR A PUBLIC HEARING FOR THE APPROVAL OF A GENERAL OBLIGATION LEASE PURCHASE AGREEMENT IN CONNECTION WITH THE WELLNESS PARK.

WHEREAS, pursuant to the provisions of Section 364.4(e) and Section 384.25 of the Code of Iowa, the City of Washington proposes to enter into a General Obligation Lease Purchase Agreement (the "Lease Purchase Agreement") in a principal amount of not-to-exceed \$700,000 for the purpose of paying the cost of acquisition, construction, and improving a public park project (the "Project") in the City; and

WHEREAS, the City desires to institute proceedings to enter into a Lease Purchase Agreement by causing a notice of such proposal to be published, under the provisions of Sections 364.4(e), 384.25 and 362.3 of the Code of Iowa, including the right to petition for an election; and

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

1. The Council shall meet on the 6th day of March, 2018, at 6:00 o'clock p.m. in the Nicola-Stoufer Room of the Washington Public Library located at 115 W. Washington Street, Washington, Iowa, at which time and place a hearing will be held and proceedings will be instituted and action taken to declare the Council's intent to enter into a Lease Purchase Agreement.

2. The City Clerk is hereby directed to give notice of the proposed action on the Lease Purchase Agreement, setting forth the amount and purpose thereof, the time and place where the meeting will be held, by publication at least once, not less than ten (10) days and no more than twenty (20) days before the meeting, in a legal newspaper which has general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON GENERAL OBLIGATION LEASE PURCHASE
AGREEMENT IN AN AMOUNT NOT TO EXCEED \$700,000

The City Council of the City of Washington, Iowa, will meet on March 6, 2018, at the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa, at 6:00 o'clock p.m., for the purpose of holding a public hearing and taking additional action to enter into a General Obligation Lease Purchase Agreement (the "Lease Purchase Agreement") in a principal amount of not to exceed \$700,000 for the purpose of paying the cost, to that extent, of a project which consists of the acquisition, construction, and improving of a public park generally referred to as the "Wellness Park" (the "Project"). The Lease Purchase is proposed to be entered into pursuant to the authority of Section 364.4 and 385.25 of the Code of Iowa and will constitute a general obligation of the City.

At any time before the date fixed for a hearing, a petition may be filed with the County Auditor asking that the question of entering into the Lease Purchase Agreement be submitted to the registered voters of the City. At the time and place of the hearing, oral and written objections may be filed or made to the Lease Purchase Agreement. After the hearing, if no petition is filed, the City Council may take action to authorize the Lease Purchase Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen days thereafter.

/s/ Illa Earnest, City Clerk
by direction of the City Council

Passed and approved this 13th day of February, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk



Main Street WASHINGTON

205 West Main Street • Washington, IA 52353 • (319) 653-3918 • Fax (888) 833-3529

Building/Business: DIV DEVELOPMENT Address: P.O. Box 662

Contact Person DAVE WAITE Phone 319 461 9248

Email WASHINGTONFACEMAN@YAHOO.COM

Application is for: (check all that apply)

A. Building Improvement

B. Low Interest Loan

The DIG Committee made a site visit on this date 1/29/18.

Proposed Project JOURNAL BUILDING 1ST FLOOR

IMPORTANT: Work started before receipt of a signed contract with MSW is not eligible for funding, Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damage incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.

Describe each element of the project in detail including methods and materials. Please address each building element you checked on the Letter of Intent to Participate. If you have decided not to do any items you checked, please mention it below. Attach additional sheets if necessary.

Attach any bids or estimates for each element of the project.

Remember to obtain necessary city permits and to contact asbestos and lead paint specialists, if needed.

Example: Scrape prime and paint exterior trim around windows on first and second floor using Amazing Brand exterior oil based primer and topcoat, caulk, cracks and voids – colors and bid attached - \$1000. Scrape, prime, paint caulk cracks and voids and install new weather stripping on front door; replace cracked glass in door with tempered glass – same paint and colors as windows - \$1500. (Needs to be updated for higher dollar value)

Description of Project

RENOVATE 1ST FLOOR OF THE BUILDING
UPDATE & REPLACE ALL ELECTRICAL
UPDATE & REPLACE ALL HVAC
UPDATE ALL PUMPING

Demo - 13000

Demo restrooms, walls, electrical, HVAC, floor coverings

Walls - 29,500

Firing out exterior walls, building walls for new office spaces, using metal studs with new drywall and finish and paint, with a commercial grade trim

Doors - 6000

Install 10 new commercial grade doors

Restrooms, 3500 each - 7000

Replace all bathroom fixtures, water heater

Ceilings - 7400

Install drop ceiling throughout office area, with the exception of the reception area

Floor coverings - 9400

Install all new carpet tiles throughout the office spaces

Reception area -6000

Reconfigure the reception area with all new cabinets and countertops, also adding signage at the entry

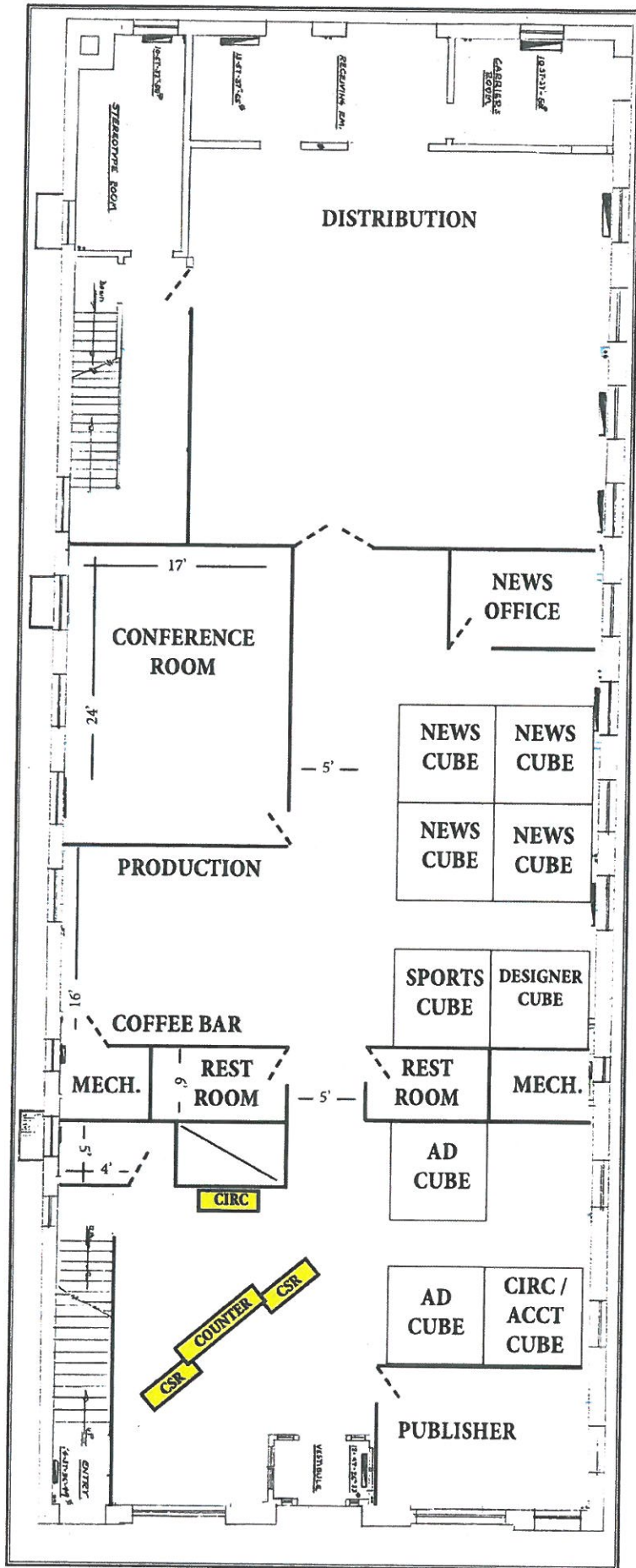
HVAC - 20000

Replacing the old steam boiler system with a new 93% efficient forced air system

Electrical - 20000

All new electrical, from service from alliant, to new meters, new breaker boxes, all new wiring to offices

Total renovation - 118300



RESOLUTION NO. _____

**A RESOLUTION APPROVING A DOWNTOWN INVESTMENT GRANT
AGREEMENT WITH DW DEVELOPMENTS, LLC**

WHEREAS, the City Council created the Downtown Investment Grants (DIG) program, in partnership with the Washington County Riverboat Foundation and Main Street Washington, to incentivize major building improvements in downtown Washington in accordance with Main Street guidelines; and

WHEREAS, as per the policies and procedures previously established by this Council, the Main Street Design Committee has recommended a forgivable loan/grant be awarded to DW Developments, LLC to assist with an estimated \$118,300 investment in the building it plans to purchase at 111 North Marion Avenue (Washington Evening Journal Building).

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

Section 1. The City Council hereby approves the attached Downtown Investment Grant Agreement and Promissory Note, providing a forgivable loan/grant to DW Developments, LLC in the amount of \$25,000.

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

PASSED AND APPROVED this 13th day of February, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5th Street, Coralville, Iowa 52241 (319) 351-2277
Return document to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

MAIN STREET WASHINGTON/CITY OF WASHINGTON DOWNTOWN INVESTMENT GRANT AGREEMENT

In consideration of Twenty-Five Thousand Dollars (the “Grant Amount”), received from the Downtown Investment Grant Program for rehabilitation assistance for property generally referred to as 111 North Marion Avenue, Washington, Iowa, and legally described as:

Lot E, Block 7, Original Plat, Washington, Washington County, Iowa

(the “Property”)

The undersigned owner, DW Developments, LLC (collectively the “Owner”), hereby states that the Owner is lawfully seized of the Property described above, and hereby gives consent to the creation and imposition of a lien to, and in favor of the City of Washington, Iowa, as lien holder upon the Property, subject to the terms and conditions outlined below:

1. Construction of the Improvements. After approval of the application of a Downtown Investment Grant by the Washington City Council to rehabilitate the Owner’s Property (the “Improvements”), the Owner shall submit appropriate plans and specifications to the City and obtain all necessary permits to construct the improvements listed in the grant application at the Property in strict compliance with all applicable laws, regulations and ordinances.
2. Required Expenditure. Prior to the disbursement of the Grant Amount by the City, the Owner shall submit documentation showing to the City’s satisfaction that the Owner has spent at least three (3) times the Grant Amount on the Improvements (the “Owner Threshold”). The Grant Amount will be reduced accordingly if the Owner Threshold does not show at least a three to one ratio of Owner expenses as compared to the Grant Amount.
3. Disbursement of Grant Amount. After the issuance of a Certificate of Occupancy, the City will disburse the Grant Amount to the Owner (the “Disbursement Date”).
4. Repayment of the Grant Amount. If any of following circumstances should occur prior to the Third (3rd) Anniversary of the Disbursement Date, the Repayment Schedule listed in Section 3 of this Agreement shall become effective:

a. If the Property is sold or transferred to another party, including via real estate contract, sale of the corporate entity holding title to the real estate or any other transfer; or

b. If the Property is abandoned or is otherwise in violation of any applicable law pertaining to occupancy of the Property.

c. If however, the transfer occurs because of the death of the Owner, then Section 5 shall not be triggered.

5. Repayment Schedule. If any of the events listed in Section (3)(a) or (3)(b) above occur prior to the 3rd Anniversary of the Disbursement Date, the Owner shall repay to the City, the following amounts:

a. Event occurs within 0-1 years from Disbursement: 100%

b. Event occurs within 1-2 years from Disbursement: 50%

c. Event occurs within 2-3 years from Disbursement: 25%

6. Forgiveness of Grant. If the Repayment Schedule is not triggered prior to the 3rd Anniversary of the Disbursement Date, then the entire Grant is hereby forgiven and no longer remains a lien on the Property.

7. Promissory Note. To evidence the obligation to repay the Grant Amount, the Owner and City shall execute the Promissory Note in the form listed on Appendix 1 to this Agreement.

8. The provisions of this Agreement shall inure to the benefit of the parties and shall run with the land.

Dated this ____ day of _____, 2018.

OWNER:

CITY:

By: _____
Andrew L. Drahota, Manager

Jaron P. Rosien, Mayor

By: _____
David F. Waite, Manager

ATTEST:

Illa Earnest, City Clerk

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this ____ day of _____, 2018, by Andrew L. Drahota and David F. Waite, as Managers of DW Developments, LLC.

Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this ____ day of _____, 2018, by Jaron P. Rosien and Illa Earnest, as Mayor and City Clerk of the City of Washington, Iowa.

Notary Public

*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

February 13, 2018

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

From: Brent Hinson
City Administrator

Re: Resolutions Fixing Date for Hearings on Bonds

As has been discussed during the budget process, we are bringing you three resolutions fixing dates for hearing at the March 6 meeting. These issuances will allow us to proceed with the projects envisioned in the Capital Improvements Plan and FY19 budget, and the not-to-exceed amounts will operate within our financial modeling and tax rate projections.

Assuming the issuances are approved at the March 6 meeting, we will proceed quickly toward bond sale on the General Obligation bonds. The revenue bonds will probably be issued in late summer 2018.

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,100,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,100,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Washington Unified Commercial Urban Renewal Plan, as amended (the "Plan") for the Washington Unified Commercial Urban Renewal Plan Area (the "Area" or "Urban Renewal Area"), which Plan is on file in the office of the Recorder of Washington County, Iowa; and

WHEREAS, it is deemed necessary and advisable that the City of Washington, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$1,100,000, as authorized by Sections 384.24A, 384.25 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose projects as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

WHEREAS, before notes may be issued, it is necessary to comply with the procedural requirements of Chapters 384 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such notes and the right to petition for an election.

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

Section 1. That this Council meet in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa, at 6 o'clock P.M., on the 6th day of March, 2018, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$1,100,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects, including the Wellness Park project.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$1,100,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 23, 2018)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WASHINGTON, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,100,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Washington, State of Iowa, will hold a public hearing on the 6th day of March, 2018, at 6 o'clock P.M., in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$1,100,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects, including the Wellness Park project. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Washington, State of Iowa, as provided by Chapters 384 and 403 of the Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Washington, State of Iowa

(End of Notice)

PASSED AND APPROVED this 13th day of February, 2018.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Washington, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$2,300,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose projects as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa, at 6 o'clock P.M., on the 6th day of March, 2018, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$2,300,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$2,300,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 1, 2018)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WASHINGTON, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Washington, State of Iowa, will hold a public hearing on the 6th day of March, 2018, at 6 o'clock P.M., in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$2,300,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Washington, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Washington, State of Iowa

(End of Notice)

PASSED AND APPROVED this 13th day of February, 2018.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$1,850,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS, SERIES 2018 (FOR AN ESSENTIAL PUBLIC AND GOVERNMENTAL PURPOSE) OF WASHINGTON, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$1,850,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS, SERIES 2018 (FOR AN ESSENTIAL PUBLIC AND GOVERNMENTAL PURPOSE) OF WASHINGTON, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City of Washington, Iowa, is in need of funds to carry out the purpose of providing funds to pay costs of construction of a new fire station, including site work, furnishing and equipping, together with miscellaneous related work, and it is deemed necessary and advisable that said City should issue Local Option Sales and Services Tax Revenue Bonds, Series 2018, to the amount of not to exceed \$1,850,000, as authorized by Sections 423B.9(3) and 384.83 of the City Code of Iowa, for the purpose of providing funds to pay costs thereof; and

WHEREAS, before said Bonds may be issued, it is necessary to comply with the provisions of said Code, and to publish a notice of the proposal to issue such Bonds and of the time and place of the meeting at which it is proposed to take action for the issuance of the Bonds.

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

Section 1. That the City Council of Washington, Iowa hereby finds and determines the following legislative facts:

- a. The current fire station serving the City does not provide adequate space for the demands of modern firefighting trucks and equipment, or for adequate training, equipping, accommodation and deployment of firefighters.
- b. The construction, equipping and furnishing of a new fire station will improve the delivery of fire services within the City by providing increased capacity for the storage, maintenance, marshalling and deployment of fire vehicles and firefighting equipment, and for the training, equipping, accommodation and deployment of firefighters.
- c. It is in the best interests of the public to construct, equip and furnish a new fire station.
- d. The construction, equipping and furnishing a new fire station constitutes an appropriate expenditure from the 50% portion of Local Option Sales and Services (LOSST) taxes designated for "fire service" (the "Designated Portion").
- e. LOSST funds should be expended from the Designated Portion to repay LOSST revenue bonds sold to pay the costs to construct, equip and furnish a new fire station for the City.

Section 2. That this Council meet in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa, at 6:00 o'clock P. M., the 6th day of March, 2018, for the purpose of taking action on the issuance of not to exceed \$1,850,000 Local Option Sales and Services Tax Revenue Bonds, Series 2018, of the City, the proceeds of which will be used to provide funds to pay costs of constructing, equipping and furnishing of a new fire station, including site work and miscellaneous related work.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City, said publication to be not less than four (4) nor more than twenty (20) clear days before the date of the public meeting on the issuance of the Bonds.

Section 4. That the notice of the proposed action to issue said bonds shall be in substantially the following form:

(To be published on or before March 1, 2018)

NOTICE OF MEETING OF THE COUNCIL OF THE CITY OF WASHINGTON, IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$1,850,000 PRINCIPAL AMOUNT OF LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS, SERIES 2018 (FOR AN ESSENTIAL PUBLIC AND GOVERNMENTAL PURPOSE) AND HEARING ON ISSUANCE OF SAID BONDS

Public Notice is hereby given that the Council of the City of Washington, Iowa, will hold a public hearing on the 6th day of March, 2018, at 6:00 o'clock P.M., in the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$1,850,000 Local Option Sales and Services Tax Revenue Bonds, Series 2018, of said City (for an essential public and governmental purpose). Said bonds will not constitute general obligations but will be payable from the designated portion of the revenues of the local option sales and services tax, and not from property taxes. Said bonds are proposed to be issued for the purpose of paying costs of constructing, equipping and furnishing of a new fire station, including site work and miscellaneous related work.

At the above meeting oral or written objections from any resident or property owner of said City to the above action shall be received. After all objections have been received and considered, the Council will at said meeting or at any adjournment thereof, take additional action for the issuance of said bonds or will abandon the proposal to issue said bonds.

This Notice is given by order of the Council of the City of Washington, Iowa, as provided by Sections 423B.9(3) and 384.83 of the City Code of Iowa.

Dated at Washington, Iowa, this ____ day of _____, 2018.

City Clerk of Washington, Iowa

PASSED AND APPROVED this 13th day of February, 2018.

Mayor

ATTEST:

City Clerk