



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

Call to Order

Pledge of Allegiance

Roll call

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

Consent:

1. Council Minutes February 13, 2018
2. Rebecca Lawin McCarley, W. Side Residential -National Register Nomination, \$566.80
3. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$845.25
4. Fox Engineering, SE Basin I & I Reduction, \$742.00
5. Fox Engineering, City Hall Interceptor Reroute, \$3,900.00
6. Fox Engineering, Water Treatment Plant Improvements, \$12,891.37
7. Fox Engineering, WWTP Nutrient Reduction Strategy, \$5,881.80
8. Fox Engineering, Well #6 Pump Replacement, \$1,792.00
9. A & R Land Services, ROW Services for Pamida Sewer Project, \$2,175.00
10. PFM Financial Advisors, Professional Services –SRF Loan, Series 2018, \$12,100.00
11. Terracon, Water Treatment Plant Improvements Project, \$4,512.50
12. Kevin Olson, Professional Services, (Jan. & Feb.), \$2,403.72
13. MSA, Professional Services, Wellness Park Concept Plan, Design & CRS, \$2,700.00
14. Department Reports

Consent - Other:

Claims & Financial Reports:

Claims for March 6, 2018

SPECIAL PRESENTATION

Discussion and Consideration – KidzFest Request.

Nuisance Abatement Update – Jason Peterson

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**)

NEW BUSINESS

1. Affirm Mayoral Appointments to Wellness Park Committee – Fran Stigers and Historic Preservation Commission – Sandra Johnson .
2. Discussion and Consideration of Parking Change Requests (Marshall's)
3. Discussion and Consideration of Proposals and Setting a Public Hearing (March 20) for Grant-Writing and Administrative Services (2018 Southeast Sanitary Sewer Project CDBG Application)
4. Discussion and Consideration of Sending Library Native American Artifacts to Auction.
5. Discussion and Consideration of a Resolution Endorsing Applications for Opportunity Zone Designation.
6. Discussion and Consideration of City Hall Copier Lease Proposals.
7. Discussion and Consideration of Setting Hearing for March 20 for Proposals for Building Demolition.
8. Discussion and Consideration of Authorizing Attendance at Destination Development Summit (Hotel/Motel Tax Fund Administration Committee)
9. Discussion and Consideration of a Task Order Amendment (South Water Tower Improvements)
10. Discussion and Consideration of Resetting a Public Hearing for March 20, 2018, on Lease Purchase Proposals for Wellness Park Grading and Utilities.
11. **Public Hearing:** Authorizing the Issuance of \$1,100,000 General Obligation Capital Loan Notes.
12. Discussion and Consideration of a Resolution Authorizing the Issuance of \$1,100,000 General Obligation Capital Loan Notes.
13. **Public Hearing:** Authorizing the Issuance of \$2,300,000 General Obligation Capital Loan Notes
14. Discussion and Consideration of a Resolution Authorizing the Issuance of \$2,300,000 General Obligation Capital Loan Notes.
15. Discussion and Consideration of a Resolution authorizing the issuance and levying a tax for the payment thereof.
16. Discussion and Consideration of a Resolution Directing the Advertisement for Sale and Approving Electronic Bidding Procedures and Official Statement.

17. **Public Hearing:** Authorizing the Issuance of \$1,850,000 Local Option Sales & Service Tax Revenue Bonds.
18. Discussion and Consideration of a Resolution Authorizing the Issuance of \$1,850,000 Local Option Sales & Service Tax Revenue Bonds.
19. Discussion and Consideration of an Engagement Agreement with Ahlers & Cooney, P.C. (General Obligation Bonds)
20. Discussion and Consideration of an Engagement Agreement with PFM Financial Advisors, LLC (Revenue Bonds)
21. **Public Hearing:** FY19 Budget.
22. Discussion and Consideration of a Resolution Adopting FY Budget.
23. Discussion and Consideration of a Resolution Authorizing Levy, Assessment and Collection of Costs to the Washington County Treasurer.

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

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

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 02-13-2018

The Council of the City of Washington, Iowa, met in Special Session in the Nicola-Stoufer Room, Washington Free Public Library, 115 West Washington Street on February 13, 2018 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Janecek, Moore, Stigers. Absent: Youngquist.

Motion by DeLong, seconded by Gault, that the agenda for the Special Session to be held at 6:00 P.M., Tuesday, February 13, 2018 be approved as proposed. Motion carried.

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

Councilor Stigers requested item 3 be removed from the consent agenda.

Motion by DeLong, seconded by Gault, to approve the consent agenda items 1-2 & 4. Motion carried.

Motion by DeLong, seconded by Gault, to approve consent agenda item 3. Motion carried. Stigers abstained with conflict.

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

Finance Director Kelsey Brown gave the financial reports for January, 2018. Motion by Janecek, seconded by Moore, to accept the financial reports. Motion carried.

Presentations from the Public: none.

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

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**)

Motion by Janecek, seconded by DeLong, to remove from the table 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**) Roll call on motion: Ayes: DeLong, Gault, Janecek, Moore, Stigers. Nays: none. Absent: Youngquist. Motion carried.

No action was taken.

Motion by Stigers, seconded by DeLong, to approve the Resolution Approving Revised Offer to Buy Real Estate and Acceptance. Roll call on motion: Ayes: DeLong, Gault, Janecek, Moore, Stigers. Nays: none. Absent: Youngquist. Motion carried. (**Resolution No. 2018-018**)

Motion by Janecek, seconded by Moore, to approve the Resolution Approving a Development Agreement with Cornerstone Property Management, LLC. Roll call on motion: Ayes: DeLong, Gault, Janecek, Moore, Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution No. 2018-019)**

Bids received for Generator Maintenance for 5 Year Contracts:

	<u>Wastewater</u>	<u>Lexington</u>	<u>Water</u>	<u>City Hall/Fire</u>
3E	22,965.00	7,870.00	13,165.00	7,435.00
Altorfer	28,526.00	11,966.00	15,516.00	11,976.00
Ace Electric	25,678.62	3,413.79	9,363.01	4,177.19
Cummins	30,491.26	8,105.70	12,465.43	8,813.15

Motion by DeLong, seconded by Janecek, to award the bid for the Wastewater Plant to 3E and award the bids for Lexington, Water, and City Hall/Fire to Ace Electric. Motion carried.

Motion by Janecek, seconded by Moore, to approve the Resolution Setting a Public Hearing on a Lease-Purchase Agreement with DeLong Construction, Inc. for Tuesday, March 6, 2018. Roll call on motion: Ayes: Gault, Janecek, Moore, Stigers. Nays: none. Absent: Youngquist. DeLong, abstained with conflict. Motion carried. **(Resolution No. 2018-020)**

Motion by Gault, seconded by Moore, to approve the Resolution as amended Approving Downtown Investment Grant Agreement with DW Development (Journal Building) in the revised amount of \$29,000. Roll call on motion: Ayes: DeLong, Gault, Janecek, Moore, Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution No. 2018-021)**

The council discussed the FY19 budget at this time.

Motion by Moore, seconded by Stigers, to approve the budget requests from WEDG, Main Street, Chamber of Commerce and PAWS & More. Motion carried unanimously.

Motion by Janecek, seconded by Gault, to set a Public Hearing for the FY19 Budget for Tuesday, March 6, 2018. Motion carried.

Motion by DeLong, seconded by Moore, to approve the Resolution Fixing Date of Tuesday, March 6, 2018, for a Public Hearing on Proposed Authorization of Loan Agreement – Not to Exceed \$1,100,000 General Obligation Capital Loan Notes. Roll call on motion: Ayes: DeLong, Gault, Janecek, Moore, Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution No. 2018-022)**

Motion by DeLong, seconded by Stigers, to approve the Resolution Fixing Date of Tuesday, March 6, 2019, for a Public Hearing on Proposed Authorization of Loan Agreement – Not to Exceed \$2,300,000 General Obligation Capital Loan Notes. Roll call on motion: Ayes: DeLong, Gault, Janecek, Moore, Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution No. 2018-023)**

Motion by Janecek, seconded by Moore, to approve the Resolution Fixing Date of Tuesday, March 6, 2019, for a Public Hearing on Proposition to Issue – Not to Exceed \$1,850,000 Local Option Sales and Service Tax Revenue Bonds. Roll call on motion: Ayes: DeLong, Gault, Janecek, Moore, Stigers. Nays: none. Absent: Youngquist. Motion carried. **(Resolution No. 2018-024)**

Motion by Janecek, seconded by Gault, that the Special Session held at 6:00 P.M., Tuesday, February 13, 2018, be adjourned. Motion carried.

Illa Earnest, City Clerk



INVOICE FOR SERVICES RENDERED – January-February 2018
NRHP nomination for West Side Residential Historic District

Date of Invoice: February 23, 2018

Consultant Hours		
January 17, 2018	Staff meeting for review – .5 hour @ \$60/hour	\$30
Week of February 18, 2018	Work on revised draft of NRHP nomination – 8.5 hours @ \$60/hour	\$510
		<i>SUB-TOTAL</i>
		\$540
Additional Expenses		
2/22/2018	Printing of draft NRHP nomination – 203 pages @ \$.10/page	\$20.10
2/22/2018	Postage to mail to Washington	\$6.70
		<i>SUB-TOTAL</i>
		\$26.80
		TOTAL INVOICE
		\$566.80

Please make checks payable to **Rebecca Lawin McCarley** and submit to the address listed above.

Payment due upon receipt. Late fees will be added after 30 days.

	Total Amount	Billed to Date	This Invoice	Total Billed
Consultant Hours	\$13,200	\$11,040	\$540	\$11,580
Additional Expenses – mileage, lodging, photocopies, printing, etc.	\$1,210	\$177.08	\$26.80	\$203.88



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42525
 Date 01/30/2018

Project **204515A Washington Sanitary Sewer
 Collection System Evaluation**

Professional Services for the Period of 12/21/2017 to 01/27/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection & Kickoff Meeting	5,500.00	100.00	5,500.00	5,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Mapping	12,500.00	100.00	12,500.00	12,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Modeling	12,000.00	100.00	12,000.00	12,000.00	0.00
Southeast Drainage Basin Rehabilitation Report	27,500.00	100.00	27,500.00	27,500.00	0.00
Total	57,500.00	100.00	57,500.00	57,500.00	0.00

Standard Hourly Rate Phases

General Consultation
 Professional Fees

	Billed Amount
Professional Fees	845.25
Phase subtotal	845.25
Invoice total	\$845.25

Approved by: 

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42531
 Date 01/30/2018

Project **204517A Washington SE Basin I&I Reduction**

Professional Services for the Period of 12/21/2017 to 01/27/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	57,100.00	72.10	40,428.00	41,170.00	742.00
Final Design	29,500.00	0.00	0.00	0.00	0.00
Bidding	8,500.00	0.00	0.00	0.00	0.00
Construction Administration	29,800.00	0.00	0.00	0.00	0.00
Post Construction Record Drawings	5,700.00	0.00	0.00	0.00	0.00
Total	130,600.00	31.52	40,428.00	41,170.00	742.00

Invoice total **\$742.00**

Approved by: 

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42526
 Date 01/30/2018

Project **204517B Washington City Hall
 Interceptor Reroute**

Professional Services for the Period of 12/21/2017 to 01/27/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	19,500.00	78.00	11,310.00	15,210.00	3,900.00
Final Design	9,500.00	0.00	0.00	0.00	0.00
Bidding	6,500.00	0.00	0.00	0.00	0.00
Boundary Survey	3,900.00	75.00	2,925.00	2,925.00	0.00
Construction Administration	11,000.00	0.00	0.00	0.00	0.00
Construction Staking	3,000.00	0.00	0.00	0.00	0.00
Total	53,400.00	33.96	14,235.00	18,135.00	3,900.00

Invoice total **\$3,900.00**

Approved by:  _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42495
 Date 01/30/2018

Project **342416A Washington Water Treatment
 Plant Improvements**

Professional Services for the Period of 12/21/2017 to 01/27/2018

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	126,460.00	100.00	126,460.00	126,460.00	0.00
Final Design	177,830.00	100.00	177,830.00	177,830.00	0.00
Bidding	16,780.00	100.00	16,780.00	16,780.00	0.00
Total	321,070.00	100.00	321,070.00	321,070.00	0.00

	Billed Amount
Construction Administration	
Professional Fees	5,689.27
Reimbursables	199.55
Outside Services	
KCL Engineering	1,254.00
Rietz Consultants, Ltd	687.50
Phase subtotal	<u>7,830.32</u>
Resident Project Representative	
Professional Fees	2,574.00
Reimbursables	645.65
Phase subtotal	<u>3,219.65</u>
Construction Staking	
Professional Fees	1,639.25
Reimbursables	202.15
Phase subtotal	<u>1,841.40</u>
Invoice total	<u><u>\$12,891.37</u></u>



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42496
 Date 01/30/2018

Project **204517C Washington WWTP Nutrient Reduction Strategy**

Professional Services for the Period of 12/21/2017 to 01/27/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Study & Report	14,519.00	45.00	2,177.85	6,533.55	4,355.70
Total	14,519.00	45.00	2,177.85	6,533.55	4,355.70

Standard Hourly Rate Phases

IRE Pretreatment Consultation
 Professional Fees

	Billed Amount
Phase subtotal	1,526.10

Invoice total \$5,881.80

Approved by:  _____

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
 Ames, IA 50010
 515-233-0000

City of Washington
 PO Box 516
 Washington, IA 52353
 Brent Hinson

Invoice number 42497
 Date 01/30/2018

Project **342415C Washington Well 6 Pump Replacement**

Professional Services for the Period of 12/21/2017 to 01/27/2018

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	28,324.00	100.00	28,324.00	28,324.00	0.00
Bidding	4,768.00	100.00	4,768.00	4,768.00	0.00
Total	33,092.00	100.00	33,092.00	33,092.00	0.00

	Billed Amount
Construction Administration	
Professional Fees	522.50
Phase subtotal	522.50
Resident Project Representative	
Professional Fees	1,068.00
Reimbursables	201.50
Phase subtotal	1,269.50
Invoice total	\$1,792.00

Approved by:  _____

Late Payment Charge: 15% per annum beginning 30 days from above date

A & R Land Services, Inc.

1609 Golden Aspen Drive, Suite 104
Ames, IA 50010
515-337-1197

Invoice No. WASH-PAMIDA-18-1

INVOICE

Customer

Name City of Washington, Iowa, c/o Brent D. Hinson
Address 215 East Washington Street
City Washington State IA ZIP 52353
Phone 319-653-6584

Date 2/27/2018
Order No. WASH-PAMIDA-18

Qty	Description	Unit Price	TOTAL
	JANUARY 2018		
29	ROW Services for City of Washington, Iowa Pamida Sewer Project	\$75.00	\$2,175.00
	Mileage for project trips taken.	\$0.545	
	Color copies/printing.	\$0.50	
	Black and white copies/printing.	\$0.10	
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$1.00	
	Recording Fees	\$1.00	
	SubTotal		\$2,175.00
	Shipping & Handling		\$0.00
	Taxes Iowa		

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

TOTAL **\$2,175.00**

Office Use Only: Customer will be charged 1.5% interest per month for any invoices past due over 30 days.

Agreed expenses include: mileage at current the Federal rate, lodging at GSA's current rate, per diem at GSA's current rate, postage, copies/printing at 10 cents per black & white page and 50 cents per color page, telephone calls, and any other project-related expenses to be billed to client based on actual expense.

Your Expert Right of Way Resource



PFM Financial Advisors LLC
1735 Market Street
43rd. Floor
Philadelphia, PA 19103

Brent Hinson, City Administrator
City of Washington, Iowa
215 East Washington Street
Washington, IA 50126-0698

February 28, 2018
INVOICE : 501890

RE: Financial Advisory Services provided in connection with the 2017/2018 Drinking Water SRF Loan, Series 2018.

INVOICE

Description	Total
Professional Fees	\$12,100.00
Total Amount Due	\$12,100.00

Remittance Address:
PFM Financial Advisors LLC
PO Box 65117
Baltimore, Maryland 21264-5117

EFT Instructions:
M&T Bank
ABA (For Wires): 022000046
ABA (For ACH): 031302955
Acct#: 9865883681

Tax ID#: 81-1642787

INVOICE TERMS: UPON RECEIPT

09.01541.007



INVOICE

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

Project Mgr: Peng Cavan

Project: Washington Water Treatment Plant Improvements
4th Avenue and 5th Street
Washington, IA

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

REMIT TO:
Invoice Number: TA22622
Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673
Federal E.I.N.: 42-1249917

Project Number:	06171193
Billed to Date:	\$7,956.00
Invoice Date:	2/26/2018
Services Through:	2/17/2018

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

Date	Report	Description of Services	Quantity	Rate	Total
TASK: 01 - Earthwork Observation & Testing					
1/24/18	06171193.0020	Field Technician	3.25	\$52.00	\$169.00
1/24/18	06171193.0020	Trip Charge - Each	1.00	\$75.00	\$75.00
1/24/18	06171193.0020	Nuclear Density Gauge	1.00	\$20.00	\$20.00
1/29/18	06171193.0022	Field Technician	3.00	\$52.00	\$156.00
1/29/18	06171193.0022	Trip Charge - Each	1.00	\$75.00	\$75.00
1/29/18	06171193.0022	Nuclear Density Gauge	1.00	\$20.00	\$20.00
Task Total					\$515.00
TASK: 02 - Laboratory Soil/Aggregate Testing					
1/24/18	06171193.0021	Standard Proctor, Rock	1.00	\$140.00	\$140.00
Task Total					\$140.00
TASK: 07 - Reinforced Concrete Observation					
1/18/18	06171193.0013	Field Technician	2.00	\$52.00	\$104.00
1/19/18	06171193.0015	Field Technician	2.00	\$52.00	\$104.00
1/30/18	06171193.0024	Field Technician	1.50	\$52.00	\$78.00
2/1/18	06171193.0026	Field Technician	1.50	\$52.00	\$78.00
2/14/18	06171193.0029	Field Technician	1.00	\$52.00	\$52.00
Task Total					\$416.00
TASK: 09 - Portland Cement Concrete Testing					
1/18/18	06171193.0014	Field Technician	2.00	\$52.00	\$104.00
1/18/18	06171193.0014	Trip Charge - Each	1.00	\$75.00	\$75.00
1/18/18	06171193.0014	Compressive Strength Cylinder (4" x 8", Terracon - made)	5.00	\$13.00	\$65.00
1/18/18	06171193.0014	Cure Box, per Pour	1.00	\$5.00	\$5.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TA22622
Project No.: 06171193
Project: Washington Water Treatment Plant Improvements
 4th Avenue and 5th Street
 Washington, IA

Project Mgr: Peng Cavan

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

Date	Report	Description of Services	Quantity	Rate	Total
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Continued

TASK: 09 - Portland Cement Concrete Testing

1/19/18	06171193.0016	Field Technician	2.50	\$52.00	\$130.00
1/19/18	06171193.0016	Compressive Strength Cylinder (4" x 8", Terracon - made)	5.00	\$13.00	\$65.00
1/19/18	06171193.0016	Cure Box, per Pour	1.00	\$5.00	\$5.00
1/22/18	06171193.0018	Sample Pick-up / Log-in - Concrete	3.00	\$52.00	\$156.00
1/22/18	06171193.0018	Trip Charge - Each	1.00	\$75.00	\$75.00
1/30/18	06171193.0023	Field Technician	2.50	\$52.00	\$130.00
1/30/18	06171193.0023	Trip Charge - Each	1.00	\$75.00	\$75.00
1/30/18	06171193.0023	Compressive Strength Cylinder (4" x 8", Terracon - made)	5.00	\$13.00	\$65.00
1/31/18	06171193.0025	Sample Pick-up / Log-in - Concrete	3.00	\$52.00	\$156.00
1/31/18	06171193.0025	Trip Charge - Each	1.00	\$75.00	\$75.00
2/1/18	06171193.0027	Field Technician	4.50	\$52.00	\$234.00
2/1/18	06171193.0027	Trip Charge - Each	1.00	\$75.00	\$75.00
2/1/18	06171193.0027	Compressive Strength Cylinder (4" x 8", Terracon - made)	5.00	\$13.00	\$65.00
2/2/18	06171193.0028	Sample Pick-up / Log-in - Concrete	3.00	\$52.00	\$156.00
2/2/18	06171193.0028	Trip Charge - Each	1.00	\$75.00	\$75.00
2/14/18	06171193.0030	Field Technician	4.00	\$52.00	\$208.00
2/14/18	06171193.0030	Trip Charge - Each	1.00	\$75.00	\$75.00
2/14/18	06171193.0030	Compressive Strength Cylinder (4" x 8", Terracon - made)	5.00	\$13.00	\$65.00
2/14/18	06171193.0030	Cure Box, per Pour	1.00	\$5.00	\$5.00
2/15/18	06171193.0031	Sample Pick-up / Log-in - Concrete	3.00	\$52.00	\$156.00
2/15/18	06171193.0031	Trip Charge - Each	1.00	\$75.00	\$75.00
				Task Total	\$2,370.00

TASK: 100 - Retest/Deviations

1/18/18	06171193.0014	Field Technician Air was retested after air was added onsite	0.50	\$52.00	\$26.00
1/19/18	06171193.0016	Field Technician retested air	0.50	\$52.00	\$26.00
				Task Total	\$52.00

TASK: 20 - Project Management

2/17/18	06171193	Project Manager/Engineer, during billing period, per hour	7.75	\$98.00	\$759.50
2/17/18	06171193	Field/Lab Coordinator, during billing period, per hour	4.00	\$65.00	\$260.00
				Task Total	\$1,019.50

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TA22622
Project No.: 06171193
Project: Washington Water Treatment Plant
Improvements
4th Avenue and 5th Street
Washington, IA

Project Mgr: Peng Cavan

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

Date	Report	Description of Services	Quantity	Rate	Total
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Continued

Invoice Total	\$4,512.50
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Kevin D. Olson
Attorney-at-Law
1400 5th Street, P.O. Box 5127
Coralville, Iowa 52241

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

March 2, 2018

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

INVOICE

For legal services rendered to the City of Washington, Iowa in January and February, 2018

TOTAL HOURS	January, 2018	9.5 hours (reg)
TOTAL MILEAGE		198 miles
TOTAL HOURS	February, 2018	13.5 hours (reg) 1.0 hour (Court)
TOTAL MILES		264 miles
Hourly Rate		\$90/hour- Reg \$75/hour - Court
Mileage Rate		\$0.56 per mile
January, 2018 TOTAL		\$965.88
February, 2018 TOTAL		\$1,437.85
TOTAL INVOICE FOR JANUARY AND FEBRUARY, 2018		\$2,403.72



INVOICE

*Payment due upon receipt of invoice.
Interest at the rate of 1.5% per
month on unpaid balance will be
added to your next statement.*

REMIT TO:
MSA PROFESSIONAL SERVICES INC
PO Box 435
BARABOO WI 53913-0435

City of Washington
215 East Washington Street
Washington, IA 52353

February 13, 2018
Project No: R10322001.0
Invoice No: 4
Project Manager: Jacob Huck
Client Liaison: Shawn O'Shea

Project R10322001.0 Washington Wellness Park Concept Plan, Design and CRS
Professional Services from December 24, 2017 to February 10, 2018

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Wellness Park- Conceptual Design Develop	18,000.00	100.00	18,000.00	15,300.00	2,700.00
Total Fee	18,000.00		18,000.00	15,300.00	2,700.00
Total Fee					2,700.00
AMOUNT DUE THIS INVOICE					\$2,700.00

MAINTENANCE & CONSTRUCTION DEPT. REPORT

1-27-18 2-9-18

STREETS: Personnel salted and plowed on numerous occasions as well as cleaning the downtown district multiple times. M/C used 48 ton of salt in January, totalling 81 for the current winter. Personnel cut down 32 Ash trees and disposed of, and began replacing a few stumps with black soil. Personnel repaired a few signs that were hit.

WATER DISTRIBUTION: Personnel N/A

SEWER COLLECTION: Personnel excavated and installed two manholes located at West 3rd St between Iowa Ave & Marion Ave pouring 5 yards of concrete inside and outside both structures and backfilled.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced #115 (cont'd engine cylinder), old trash pump motor, #301 (scanned engine), Case skid loader (prime fuel pump), PD 96 (front end noise) and treat fuel tanks.

OTHER: Personnel responded to 22 One Call Locates. A staff member attended a meeting in Oskaloosa for Water Distribution license CEU's. The Department attended a SASSO meeting on Hearing Conservation and had their annual individual hearing tested. Personnel hauled a load of cold mix back to the stockpile. Two personnel attended a 3 day recertification for PACP in order to continue televising sewer systems.

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

MAINTENANCE & CONSTRUCTION DEPT. REPORT

2-10-18/2-23-18

STREETS: Personnel plowed routes and salted on numerous occasions, plus hauled the snow piles (100 plus loads) away from the downtown district and cul-de-sacs to the Pool area. Personnel cold mixed areas of the City.

WATER DISTRIBUTION: Personnel had 19 water shut offs for nonpayment.

SEWER COLLECTION: Personnel installed a sanitary sewer manhole located in front of 214 East 2nd St, as well as jetting the same sewer a 120 ft.

STORM SEWER COLLECTION: Personnel cleared intakes with the snow melt and nearly 2 inches of rain.

MECHANIC/SHOP: Personnel repaired #311 (new steel floor in box), #117 (installed new dump box control cable and adjust transmission cable), PD 96 (suspension-upper control arms, front wheel bearing assemblies, sway bar end links, bleed brakes and rotate tires), #115 (installed cylinder head-injectors and injector harness), PD 79 (check transmission issue and replaced front wheel bearing), #702 (Parks Dept-Transmission replacement) and #502 (WWTP-serviced).

OTHER: Personnel responded to 19 One Call Locates. Personnel filled in areas of previous excavations. Personnel attended the annual Appreciation Luncheon at the Library.

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

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



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

*Park Board Members:
Donald Pfeiffer
Gabriela Canchola
Genie Davis
Trent Stout
Shawn Loy*

*Parks Superintendent:
Nick Pacha*

February 2018 City Council Update – Parks Department

- Removed Christmas decorations downtown
- Snow removal and ice melt several times
- Removed 15+ Ash trees from Sunset, lower Sesqua, water tower parks with the help of M/C department.
- Trimming of trees in Sunset park & Water tower park
- Serviced all mowing equipment and tractors
- Ordered downtown benches, pool lounge chairs.
- Applied for Disc golf course grant and downtown flower grant with Washington Betterment Foundation.
- Attended Continuing education class for CPO (Certified Pool Operator) certification
- Attended weekly Department head meetings.
- Attended SASSO safety meetings
- Attended Washington County Recreation and Trails planning meetings as a steering committee member
- Organized and attended Wellness Park planning meetings
- Park board meeting
- Meetings with WASP and YMCA soccer and ball programs.
- Attended Emerald Ash borer meetings

*Please note, this is a summary of work completed this month and does not include everything completed by the Department.

Council Report March 6th, 2018

Water Dept.

Work continues at the water treatment plant. The new operations building is starting to take shape with many of the internal walls and concrete having been completed over the last few weeks. As of the last progress meeting, we still appear to be on track for a late spring/early summer startup for the new RO equipment.

Well 6 has reached substantial completion. We are now capable to put Well 6 back online and run water to the treatment plant. There are still a few things left to be completed like the VFD bypass circuitry but overall, Well 6 is operational and after some flushing, we plan to start using it on a regular basis starting this month.

We still plan on purchasing a vehicle very soon. We've had issues getting a bid from one of the dealers. After multiple phone calls we are hoping to have the last bid in the next few days.

Traffic/Street Lighting

Joe Marie is still on track to do some of our ADA work on the traffic lights. Now that the weather is starting to change, he plans on getting the list completed very soon.

Chad McCleary, Supt.

Washington Volunteer Fire Department
February 7, 2018

December Fires

7 City fires	1270.00
4 rural fires	900.00
0 Drill	00.00
11 fires and 0 drill	2170.00

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved.

Treasure report was read.

Doug Sanders made a motion to pay all bills against the department. Seconded by Mark Chenoweth. Passed

Committees; Social: snacks after meeting

Dance; Feb 10,2018 Tickets. There are more sponsors and Auction items.

Attendance expected to be good.

Pancake Day : Excellent comments. Made good profit

Rescue

Kevin Shultz not back to 100% from his surgery.

Communications;Roselene Lowe \$1.00 donation. Kyle Entsmiger Thank you for letting him job shadow

Old business:County Meeting was in Ainsworth Iowa Firemans Assoc. spoke on fund raising cards.

Carol Horning spoke on The 911 Trailer to be at the fair. Next County meeting in Brighton 2/27/18.

10 firefighters are going to Fire school in Ames February 23 & 24.

New Business: Discussion was held about 911 trailer. Randy Tisor made a motion to donate \$500.

Seconded by Jerry Guengerich. Passed

February 23 will be CPR, Blood borne pathogens and AED training at 6pm.

Wellman Fire fish fry 2/16/18. Pipeline Emergency training 2/13/18 at Mt. Pleasant at 6pm.

Active Threat Response Course May 1-3. Storm Spotter training 3/13/18 at the Library at 6:30pm.

Musatine Fire Flash Over Leadership Class 2/17 & 18

Update Equipment list for Dispatch

Communication update from Sheriff Schneider.

Discussion of new station

Discussion of calls;

Roll call taken

No other business, meeting adjourned.

Sub. Secretary
Phillip Morris

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	317.10	
	ALTENHOFEN, BEN	SHELVING REIMBURSEMENT	296.76	
	AMAZON CAPITAL SERVICES	PANTS/BOOTS/CHARGERS	281.51	
	ARNOLD MOTOR SUPPLY	2 HUB ASSEMBLIES/BATTERY/PARTS	1241.47	
	BDH TECHNOLOGY	MONTHLY COMPUTER CHARGE	270.00	
	CHARLES CAPPER AUTO CENTER INC	VEHICLE PARTS & MAINTENANC	449.76	
	CINTAS CORP LOC. 342	RUG SERVICE	39.91	
	GREINER DISCOUNT TIRES	TIRE REPAIR	18.50	
	JOHN DEERE FINANCIAL	DOG FOOD	18.00	
	KCTC	PHONE/INTERNET SERVICE	209.98	
	MARCO TECHNOLOGIES LLC.	PRINTER LEASE	188.60	
	MARCO, INC.	COPIER PAYMENT	134.10	
	MIDWEST BODY & FRAME	2010 FORD EXPLORER- BODY R	1135.45	
	O'REILLY AUTOMOTIVE INC	2 BATTERIES/SWAY LINK	378.20	
	POLICE ONE.COM	TASER RECERTIFICATION	225.00	
	QUILL	DVD'S & BATTERIES	45.98	
	ROUSH AUTOBODY & RESTORATION	REPAIR TO EXPLORER	566.68	
	SCOTT MERRIMAN INC.	WARNING CITATIONS	404.55	
	SUREFIRE	BATTERIES	73.63	
	USPCA	2 CANINE ASSOC MEMBERSHIP	100.00	
	VERIZON WIRELESS	WIRELESS SERVICE	1370.01	
	VISA	HAND CUFFS, SAFETY GLASSES	2103.41	
	WASH CO AUDITOR	FEB COMMUNICATION	20976.08	
	WINDSTREAM IA COMMUNICATIONS	FEB PHONE SERVICE	380.81	
		TOTAL	31225.49	
FIRE	ALLIANT ENERGY	ALLIANT ENERGY	1045.92	
	ARNOLD MOTOR SUPPLY	PARTS	151.20	
	EMERGENCY SERVICES MARKETING CORP	SERVICE RENEWAL	810.00	
	GREINER DISCOUNT TIRES	TIRES	303.80	
	IOWA FIRE CHIEFS ASSN.	MEMBERSHIP RENEWAL	25.00	
	KELTEK	LIGHTS	244.53	
	VERIZON WIRELESS	WIRELESS SERVICE	185.13	
	VISA	FIRE HATS & FLASH LIGHTS	643.65	
	WASHBURN	REPAIRS ON WASHER	387.69	
		TOTAL	3796.92	
	DEVELOP SERV	AMAZON CAPITAL SERVICES	PRINTER INK	271.69
		ARNOLD MOTOR SUPPLY	PARTS	154.41
COLEMAN CONSTRUCTION		SNOW ABATEMENTS	200.00	
DUNBAR, KEVIN		BOA ADJUST. REFUND	100.00	
HIWAY SERVICE CENTER		PARTS	5.51	
O'REILLY AUTOMOTIVE INC		ALTERNATOR	177.79	
VERIZON WIRELESS		WIRELESS SERVICE	250.48	
VISA		LODGING, MEALS, CONF.	1360.59	
WAL-MART		CABLES, SOFTWARE, PRINTER	26.86	
		TOTAL	2547.33	
LIBRARY	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00	
	AMAZON	LIBRARY MATERIALS	805.47	
	BAKER & TAYLOR	BOOKS	742.30	
	CINTAS CORP LOC. 342	RUG SERVICE	58.39	
	DEMCO	PROCESSING SUPPLIES	93.63	
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	219.62	
	FAREWAY STORES	JUVENILE PROGRAMS	6.76	
	GALE/CENGAGE LEARNING	WESTERNS	102.30	
	KCTC	PHONES & INTERNET	346.60	
	MIDWEST ALARM	ANNUAL FIRE ALARM INSPECTI	708.00	
	MLA MISSOURI LIBRARY ASSOC	DIRECTOR JOB POSTING	80.00	
	RECORDED BOOKS LLC	AUDIOBOOKS	73.79	

SORRELL GLASS	AUTOMATIC DOOR MAINTENANCE	215.00
STAPLES ADVANTAGE	OFFICE SUPPLIES/TONER	482.93
VISA	POSTAGE, SUPPLIES, DUES, R	638.36
WASH CHAMBER OF COMMERCE	MEMBERSHIP DUES	20.00
	TOTAL	4637.15

PARKS	ARNOLD MOTOR SUPPLY	TRUCK REPAIR - 703	1615.00
	ALLIANT ENERGY	ALLIANT ENERGY	87.92
	ARNOLD MOTOR SUPPLY	PARTS	44.73
	HIWAY SERVICE CENTER	PARTS	5.26
	KCTC	PHONE & INTERNET SERVICE	249.68
	MESSICK'S	KUBOTA PARTS	92.41
	MINCER FORD	TRUCK MAINTENANCE	24.93
	MOELLER AG SERVICE	SKIPLOADER REPAIR	439.59
	VISA	IPRA MEMB DUES-MEAL-POSTAG	193.60
		TOTAL	2753.12

POOL	ALLIANT ENERGY	ALLIANT ENERGY	141.03
		TOTAL	141.03

CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	491.29
	ARNOLD MOTOR SUPPLY	PARTS	95.45
	FUTURE LINE LLC	SNOW PLOW PARTS	20.20
	NEW STERIL MANUFACTURING	TENT ROPES	108.48
	TIFCO INDUSTRIES	TOOLS	166.69
	VISA	MOWER LIFT/ALARM BATTERY	375.12
	WINDSTREAM IA COMMUNICATIONS	FEB PHONE SERVICE	136.59
		TOTAL	1393.82

FINAN ADMIN	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
	ALLIANT ENERGY	ALLIANT ENERGY	657.72
	AMAZON CAPITAL SERVICES	PLANNER	30.05
	AVENET, LLC	WEB-SITE LICENSE & UPGRADE	3180.00
	BAKER PAPER & SUPPLY	COPY PAPER	60.98
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	205.74
	FAREWAY STORES	SUPPLIES	65.29
	GOOGLE INC	MONTHLY SERVICE	220.83
	IMFOA	MEMBERSHIP DUES EARNEST	50.00
	KCTC	PHONE/INTERNET SERVICE	210.00
	PACE PAYMENT SYSTEMS	ADMIN FEE	20.00
	TASC	TASC ADMIN FEE	194.58
	VERIZON WIRELESS	WIRELESS SERVICE	23.33
	VISA	IMMI 2018 CONFERENCE/TRAINING/SOFT	759.99
	VIVIAL	DIRECTORY	24.15
	WAL-MART	CABLES, SOFTWARE, PRINTER	22.86
	WASH CHAMBER OF COMMERCE	AMBASSADOR DUES- J ROSIEN	10.00
	WEDG	SPONSORSHIP-2018 WASH REAL	125.00
	WINDSTREAM IA COMMUNICATIONS	FEB PHONE SERVICE	1058.32
	WMPF GROUP LLC	LEGAL & DISPLAY ADVERTISIN	727.65
		TOTAL	7690.49

AIRPORT	ACE-N-MORE	CLEANING SUPPLIES	9.08
	ALLIANT ENERGY	ALLIANT ENERGY	1393.48
	IOWA PUBLIC AIRPORTS ASSOC.	MEMBERSHIP DUES	150.00
	QT PETROLEUM	SILVER SERVICE AGREEMENT	695.00
	STEVE'S SALES & SERVICE	BATTERY & SERVICE CALL	259.36
	VERIZON WIRELESS	WIRELESS SERVICE	52.28
	WINDSTREAM IA COMMUNICATIONS	FEB PHONE SERVICE	182.45
		TOTAL	2741.65

ROAD USE	ACE-N-MORE	PARTS	281.79
	ARNOLD MOTOR SUPPLY	SPARK PLUG/CHAIN SAW/TRANSMISSION	1765.12
	BARRON MOTOR SUPPLY	SURGE PROTECTOR/SUPPLIES	85.94
	BUSINESS RADIO SALES INC	FP CONNECT/COAXLE	41.47
	CENTRE STATE INTERNATIONAL	PARTS	5432.48
	CHEMSEARCH	SUPPLIES	597.64
	DOUDS STONE LLC	ROAD STONE	589.36
	DULTMEIER SALES	PARTS	100.11
	GREINER DISCOUNT TIRES	TIRE REPAIR-BACKHOE	384.85
	HELMUTH REPAIR, INC	SUPPLIES	94.68
	HIWAY SERVICE CENTER	PARTS	9.29
	HOTSY CLEANING SYSTEMS	SALT	165.00
	JOHN DEERE FINANCIAL	CHAIN SAW PARTS	60.69
	LAWSON PRODUCTS INC	PARTS AND SUPPLIES	636.60
	LIQUI-GROW OF WASH INC.	BRINE APPLICATOR	59.74
	MARTIN EQUIPMENT OF IA-IL	REPAIR PARTS	491.20
	MOORE'S BP AMOCO INC	FUEL	105.00
	NORRIS ASPHALT & PAVING	ASPHALT	1346.80
	O'REILLY AUTOMOTIVE INC	GLASS CLEANER	23.94
	RIVER PRODUCTS	CONCRETE/SAND/STONE	988.24
	S & G MATERIALS	RECYCLING ASPHALT	425.26
	THOMPSON TRUCK AND TRAILER INC.	SUPPLIES FOR TRAILER	9.35
	TIFCO INDUSTRIES	CONNECTORS AND BOLTS	221.12
	VISA	7- WORKZONE REGISTRATIONS	630.00
	WASHINGTON CO TREASURER	ROAD SALT	3600.00
	WELLINGTON, EARL	BATTERY CRIMP TOOL	63.00
		TOTAL	18208.67
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	424.59
	FRANZEN, DENNIS	BULB REPLACEMENTS	130.00
		TOTAL	554.59
HOUSING REHAB	WASH CO TREASURER	420 W 6TH ST	181.00
		TOTAL	181.00
CAPITAL PROJECTS	WMPF GROUP LLC	LEGAL & DISPLAY ADVERTISIN	134.27
		TOTAL	134.27
INDUSTRIAL DEVELOP	WASH CO TREASURER	BUSINESS PARK/ FARM	1580.00
		BUSINESS PARK/FARM	767.00
		BUSINESS PARK/ FARM	498.00
		TOTAL	2845.00
MUNICIPAL BUILDING	WASH CO TREASURER	MUNICIPAL LOTS	175.00
		MUNICIPAL LOTS	183.00
		TOTAL	358.00
SAFETY FUND	CITY OF WASH - PETTY CASH	SAFETY PROGRAM	300.00
		TOTAL	300.00
TREE COMMITTEE	MCCONNELL, MARDE	REIMBURSEMENT	24.06
		TOTAL	24.06
LIBRARY GIFT	VISA	RIVERBOAT MINI GRANT	959.64
		TOTAL	959.64

WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	6835.68
	ARNOLD MOTOR SUPPLY	PARTS	31.94
	CARROLL, SUSAN	MILEAGE REIMBURSEMENT	14.17
	ETS CORPORTATION	ETS ADMIN FEE - COUNTER	911.75
	HIWAY SERVICE CENTER	GARAGE DOOR PART	15.49
	IA DEPT OF REVENUE	SALES TAX	11104.00
	IOWA ASSN. OF MUNICIPAL UTILITIES	2018-19 WATER MEMBERSHIP D	891.09
	JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	18.53
	POSTMASTER	BULK MAILING OF WATER BILL	787.08
	STREFF, ROSE	MILEAGE REIMBURSEMENT	3.32
	VERIZON WIRELESS	WIRELESS SERVICE	52.28
	WINDSTREAM IA COMMUNICATIONS	FEB PHONE SERVICE	56.69
		TOTAL	20722.02
	WATER DIST	ACE-N-MORE	BOOTS
ALLIANT ENERGY		ALLIANT ENERGY	473.14
ALTORFER		PARTS	1495.95
ARNOLD MOTOR SUPPLY		PART	83.29
BARRON MOTOR SUPPLY		SOCKET SET	36.99
CENTRE STATE INTERNATIONAL		PARTS	46.56
CINTAS FIRST AID & SAFETY		FIRST AID SUPPLIES	240.82
GLANDON, SETH		BOOT REIMBURSEMENT	100.00
GREINER DISCOUNT TIRES		TIRES	215.20
HIWAY SERVICE CENTER		PARTS	8.49
IOWA ONE CALL		SERVICE	86.70
JOHN DEERE FINANCIAL		SUPPLIES	20.58
KIMBALL MIDWEST		PARTS	266.46
MUTUAL OF OMAHA		MUTUAL OF OMAHA PREM	99.73
PRODUCTIVITY PLUS		TRANSMISSION GEAR	1123.06
QUIGLEY, JAY		BOOT REIMBURSEMENT	81.08
SKILL PATH SEMINARS		SEMINAR	149.00
UTILITY EQUIPMENT CO		REPAIR CLAMPS	5124.80
VERIZON WIRELESS		WIRELESS SERVICE	129.55
WINDSTREAM IA COMMUNICATIONS		FEB PHONE SERVICE	91.27
	TOTAL	10190.15	
WATER CAPITAL PROJ	VISA	SOFTWARE- LAPTOP	6.65
		TOTAL	6.65
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	8762.52
	ATCO INTERNATIONAL	SUPPLIES	136.50
	BRECKE MECHANICAL CONTRACTORS	BACK FLOW PREV REPAIR	488.10
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	66.42
	FAREWAY STORES	DISTILLED WATER	10.68
	HACH COMPANY	TESTING SUPPLIES	251.23
	JOHN DEERE FINANCIAL	SHOP SUPPLIES	58.97
	ROUSH AUTOBODY & RESTORATION	TRUCK & BODY REPAIR	524.50
	STAPLES CREDIT PLAN	APPT BOOK & TONER	68.57
	TESTAMERICA LABORATORIES INC	TESTING	1701.00
	TIFCO INDUSTRIES	TOOLS	84.95
	VERIZON WIRELESS	WIRELESS SERVICE	183.94
	WINDSTREAM IA COMMUNICATIONS	FEB PHONE SERVICE	256.37
	TOTAL	12593.75	
SEWER COLLECT	1ST AYD CORPORATION	PARTS	197.14
	ACE-N-MORE	SUPPLIES	133.36
	ARNOLD MOTOR SUPPLY	SPRAY PAINT	819.44
	CAPPER CHRYSLER DODGE JEEP RAM	PARTS	18.30
	CHEMSEARCH	CHEMICALS	412.89
	COBB OIL CO, INC.	GREASE TUBES	325.44
	COUNTY MATERIALS CORP	SEWER FOR 3RD TOWNHOUSES	2145.00

	DELTA DENTAL	DELTA DENTAL PREM	49.88
	HY-VEE	SAFETY MEETING	39.63
	IDEAL READY MIX	WEST 3RD CONCRETE	715.00
	LAWSON PRODUCTS INC	RESPIRATORS	42.30
	MUTUAL OF OMAHA	MUTUAL OF OMAHA PREM	301.15
	NORTHERN SAFETY CO., INC.	SAFETY CAN & HOSE	113.08
	SCHIMBERG CO.	SWEEPER PARTS	525.66
	SKILL PATH SEMINARS	SEMINAR	182.65
	TRANS IOWA EQUIPMENT	REMOTE/REPAIR	1526.30
	UTILITY EQUIPMENT CO	VALVE BOX, GASKET, FRAME/PIPE	2285.52
	VERIZON WIRELESS	WIRELESS SERVICE	117.65
	VSP	VSP PREM	60.25
	WAL-MART	CABLES, SOFTWARE, PRINTER	156.85
	WINDSTREAM IA COMMUNICATIONS	FEB PHONE SERVICE	91.27
		TOTAL	10258.76
SEWER CAPITAL PROJ	NACOS, DAVID & LISA	TEMP CONSTRUCTION EASEMEN	495.00
	OTTERBERG, KATHLEEN	TEMPORARY CONSTUCTION EASE	350.00
	TRIPLE V DEVELOPMENT, LLC	TEMPORARY CONST EASEMENT	295.00
		TOTAL	1140.00
SANITATION	LUKE WASTE MANAGEMENT	REFUSE AND RECYCLING/BULKY	28587.25
	PIP PRINTING	SMALL GARBAGE STICKERS	1652.09
	VISA	RECYCLING CONTAINERS	2909.07
	WASH CO HUMANE SOCIETY	FEBRUARY HUMANE SOCIETY CH	384.00
	WEMIGA WASTE INC.	FEBRUARY SERVICE	3500.00
		TOTAL	37032.41
SELF INSURANCE	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	345.00
		TOTAL	345.00
UNEMPLOYMENT SELF INS	IOWA WORKFORCE DEVELOPMENT	4TH QTR UNEMP BENEFIT PMTS	3088.00
		TOTAL	3088.00
		TOTAL	175868.97

Memorandum

To: Washington City Council
From: April Cuddeback
Health Promotions Coordinator, WCHC
Date: February 27, 2018
Re: KidzFest

The WCHC KidzFest Committee is planning our 2018 event for Friday, May 18th from 4:30 pm - 7:30 pm and would like to request the use of Central Park and permission to impose parking and traffic restrictions around the park in the following manner:

- block off the interior most parking lane surrounding the square beginning late the evening of Thursday, May 17th
- expand the parking and traffic restrictions by blocking off the innermost center parking lane on the east and south sides of the Square and both center parking lanes on the north and west sides of the Square beginning at 12 noon on Friday, May 18th.

We are making this request to ensure the removal of vehicles and provide for more convenient event set-up throughout the day for our food vendors, pony and train rides, bounce houses, and fire trucks, as well as allowing us to provide safer surroundings for attendees.

KidzFest is a long-running health fair promoting health, wellness, and safety to our youth in Washington and the surrounding communities. In past years we have had attendance of 900+ children and their families.

We will follow up with Nick Pacha and the Parks and Recreation Department to request barricades and cones if we are given approval by City Council. We will also inform business and residential residents around the square about the restrictions the week of the event.

Thank you for your time and consideration in helping to make this event safe and successful!

OB #	February 2018 ADDRESS	Ward	Complainant	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status
1	221 E. 7th St.	2	citizen	trash bags dumped in front yard	1-Feb	1-Feb	phone call			Abated 2-1-18	JJP	Abated
2	415 W. Main St.	1	city	trash pile at curb	2-Feb	2-Feb	phone call		*	Bob will pick-up	JJP	Closed
3	114 N. Iowa Ave	1	citizen	mattress dumped in alley	2-Feb	2-Feb	phone call			Abated 2-5-18	JJP	Abated
4	315 S. Ave C	4	city	trash at curb	2-Feb	2-Feb	letter	7-Mar	*	called owner/ will be over 2-2 to resolve informed tenant of violations items have been removed	JJP	Closed
5	406 W. Madison St.	4	city	junk cars/trash	30-Jan	30-Jan	hanger			vehicle has been moved to street-will observe	JJP	open
6	1011 E. 3rd St.	2	city	mattress/chair/resser at curb	2-Feb	2-Feb	hanger			tv has been removed	JJP	Closed
7	921 E. Madison St.	3	city	parking in yard	2-Feb	2-Feb	hanger			called Safety Center	JJP	Closed
8	721 S. Iowa Ave	4	city	tv at curb	2-Feb	2-Feb	phone call			trash has been removed	JJP	Closed
9	1120 E. 2nd St.	2	citizen	car w/ flat tire parked in street for weeks	2-Feb	31-Jan	hanger			trash /couch has been removed	JJP	Closed
10	1109 S. 9th Ave.	3	city	trash pile in driveway	9-Feb	9-Feb	hanger			trash has been removed	JJP	Closed
11	607 S. Iowa Ave	4	city	couch/trash @ curb	14-Feb	14-Feb	hanger	48 hr	*	cars have been moved to street	JJP	Closed
12	814 W. Monroe St.	4	city	trash @ curb	20-Feb	20-Feb	phone call			trash has been removed	JJP	Closed
13	421 S. Ave C	4	city	parking in yard	20-Feb	20-Feb	letter			trash has been removed	JJP	Closed
14	614 N. Ave D	1	city	trash at curb	20-Feb	20-Feb	hanger			trash has been removed	JJP	Closed
15	550 S. Ave C	4	city	trash at curb	20-Feb	20-Feb	hanger	48 hr	*	trash has been removed	JJP	Closed
16	503 S. 4th Ave	3	city	couch @ curb	20-Feb	20-Feb	hanger			couch has been removed	JJP	Closed
17	101 W. Washington St.	1	citizen	ice on building/overhead fall hazard	20-Feb	20-Feb	phone call		*	called owner/ placed class 2 barricades on site found nothing to warrant further action	JJP	Closed
18	119 S. Ave B	1	citizen	oil/gas spill	20-Feb	20-Feb	letter		*	sent letter	JJP	open
19	616 W. Madison St.	4	city	car tearing up yard/alley ROW	20-Feb	20-Feb	hanger			truck on site 2-27 picking up trash out of yard/carport clear	JJP	open
20	115 McCreedy Dr.	3	city	meter reader cannot get to water meter/bushes	20-Feb	20-Feb	phone call			furniture has been removed	JJP	open
21	508 N. Iowa Ave	1	city	trash in carport/yard	20-Feb	20-Feb	hanger			truck has been removed	JJP	Closed
22	400 S. Marion Ave	4	citizen	trash in carport/yard	20-Feb	20-Feb	hanger		*	talked to manager 2-27/ has made progress, changing vendors	JJP	Closed
23	813 S. 2nd Ave	4	city	furniture at curb	20-Feb	20-Feb	hanger		*	trash has been removed	JJP	open
24	408 N. 12th Ave	2	citizen	fuel truck parked in back yard	20-Feb	20-Feb	phone call		*	Abated 3-1-18	JJP	Closed
25	1024 N. 5th Ave	2	city	dumpsters full/ pallets all over back of property	20-Feb	20-Feb	hanger		*	trash has been removed	JJP	open
26	325 E. Madison St.	3	city	trash at curb	20-Feb	20-Feb	hanger		*	talked to owner/ says will have cleaned up by end of week	JJP	Abated
27	415 E. Madison St.	3	city	2 toilets at curb	20-Feb	20-Feb	hanger		*	owner called- will have cleaned up by 3-12	JJP	Closed
28	902 N. Marion Ave	1	city	trailer overflowing with trash in driveway	27-Feb	27-Feb	phone call		*	trash has been removed	JJP	open
29	101 S. Marion Ave	1	city	junk hot tub/ junk car	27-Feb	27-Feb	letter		*	removed parts from road	JJP	Closed
30	Main & N. Ave D	1	city	car part in street	27-Feb	27-Feb	letter		*	removed parts from road	JJP	Abated

Biographical Sketch
Applicant for Historic Preservation Commission

NAME: Ms. Sandra M. Johnson

ADDRESS: 696 Perdock Ct.

WORK PHONE NUMBER WORK: (319) 430-8537

HOME PHONE NUMBER: (319) 430-8537

EMAIL ADDRESS: sandrajohnson1008@yahoo.com

INTEREST IN LOCAL HISTORY AND HISTORIC PRESERVATION (Describe education, employment, memberships, publications, and/or other activities which indicate your interest in and commitment to historic preservation; or provide a statement detailing your interest in local history and commitment to historic preservation; use extra sheets if necessary)

EDUCATION: While an elected official I attended several Preserve Iowa, MainStreet and Downtown IA Summits. Break-out sessions have covered a broad range of topics. Presenters discussed tenets such as preservation as an economic driver with studies on redeveloped property values, sales tax and employment, public-private partnerships and economic incentives to fill a project's budget gaps. Others were more management oriented such as becoming a Certified Local Government, "Planning for Preservation", historic district surveys and the National Register of Historic Places, mothballing to halt deterioration, marketing and media, event-planning, and developing/appreciating volunteers. For the hands-on preservationists there were demonstrations on mortar, masonry, and historic building materials, using historic hand tools, installing cedar shake shingles, plastering, and window rehabilitation. I completed a two day workshop on adaptive reuse in Colfax, and enjoyed a Section 106 mitigation lecture on the University of Iowa campus post 2008 flood, and later received a certificate for a section 106 on-line study unit. Additionally, the Iowa League of Cities provides training for zoning, nuisance abatement, property maintenance, and other topics that dovetail into preservation and redevelopment.

EMPLOYMENT: As mayor I attended several local Historic Preservation Commission meetings to discuss projects involving the city's historic assets, grant applications, or legislation. I have discussed preservation issues, challenges, successes and best practices with elected officials and activists of other Iowa cities, for-profit contractors, and nonprofit preservation groups. I am a member and volunteer of Heritage Trust of Burlington, IA and Friends of Historic Preservation of Iowa City. I no longer have an employer, am semi-retired, directing most of my energy toward historic rehabilitation in its many forms. Within the Washington Downtown Historic District I own an 1872 brick building and with others own a 1907 brick building that was on

Iowa's Most Endangered Buildings list within the last decade. When property owners have determined revitalization is not viable, I help reclaim architectural resources from their buildings for reuse.

INTEREST: I know first-hand both the pleasure and pitfalls of rescuing a historic building, and what rehabilitation long on enthusiasm but short on funds looks and feels like. My experiences as an elected official, a rehabber, and an architectural resource rescuer would bring a unique perspective to our local Historic Preservation Commission. I believe I can help increase public awareness of and appreciation for preservation by serving on Washington's HPC.

While serving on the City of Washington Historic Preservation Commission, I will work to insure that the commission enforces the Historic Preservation Ordinance/ Resolution; upholds the CLG Agreement with the State of Iowa, and works in compliance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

Sandra M Johnson
Signature Date Feb. 15, 2018

*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 26, 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: Marshall's No Parking Requests

See the attached letter from Mike Driscoll at Marshall Furniture and Flooring. I personally do not see any issue with granting his first request (2-hour parking for 3 stalls on Jefferson). The second request (no parking for 2 current stalls on Marion), likewise may not be a big deal, but I believe we should probably do a little more examination and observation to see how often those stalls are utilized. With the Council's permission, we could draft these changes into an ordinance amendment for future consideration.

Marshall Furniture & Flooring

221 South Iowa
Washington, Iowa 52353
319 653 2633

February 12, 2018

Brent Hinson
City of Washington
Washington, Iowa

RE: Request for parking changes

Marshall Furniture would like to make two parking request in improve customer flow and semi-truck access. Marshall's would request the first three parking stalls on the north side of Jefferson, going west from the corner of South Iowa become two hour parking (south-side of Marshall's). These three stalls are very close to the entrance of our business and often are filled for days on end by tenants on the square. We have a large number of elderly customers and these spots are convenient for them.

The second request would be to vacate two parking stalls on South Marion next to McDonalds, (the two farthest south parking stalls next to the south entrance to McDonalds on Marion). If these spots are filled semi-trucks are unable to turn south out of our alley to get back on the road. Are delivery dock is in the alley south of Jefferson and has taken the semi's off of Jefferson. We just need to be able to get back onto Marion to go south to hi-way 92.

Thank you for the consideration.

Mike Driscoll

*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

March 2, 2018

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

From: Brent Hinson
City Administrator 

Re: CDBG for Southeast Sewer Basin- Procurement of Grant Writer & Administrator

In order to apply for a \$600,000 Community Development Block Grant (CDBG) for the Southeast Sewer Basin project we must follow a set procurement process for hiring a grant-writer and administrator. While we have been working with Justin Yarosevich of Simmering-Cory, Inc. as in the past, we are required to do a formal solicitation for these services under CDBG guidelines.

FOX Engineering assisted me with putting together this request for proposals (RFP), and the RFPs were mailed/emailed on February 22. Proposals are due on March 5. We have received two proposals thus far, and may receive one additional proposal based on contacts made to me by that firm.

Consideration of the grant writer/administrator proposals is needed at this meeting to allow everything to proceed for the April 1 grant submission deadline. We are also asking the Council to set a public hearing for the March 20 meeting on submission of the grant application.

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



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

REQUEST FOR PROPOSALS CITY OF WASHINGTON

The City of Washington is requesting proposals for grant writing and administration services to assist with a potential project funded with Community Development Block Grant (CDBG) funds through the Iowa Economic Development Authority (IEDA).

The City is in the process of applying for grant funding to construct certain improvements to its sanitary sewer system in accordance with its Southeast Basin Sanitary Sewer System Evaluation Report. The selected contractor will work with the City of Washington to ensure compliance with CDBG program requirements.

The following outlines work specifications and the request for proposals:

- I. Scope of Work:** The scope of services that the consultant must be prepared and qualified to provide are as follows:
- a. Prepare Environmental Review Record and submit all other items required to clear the contract conditions outlined in the City of Washington CDBG contract, within the timeframe specified by IEDA.
 - b. Prepare draw/disbursement requests to ensure consistency with the procedures established for the CDBG program.
 - c. Ensure that the City has an acceptable financial management system as it pertains to finances of the CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
 - d. Establish project files in the local government's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the community's files.

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- e. With the assistance of the City, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- f. Assist the City in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, etc.) as necessary.
- g. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- h. Secure the Department of Labor's federal wage decisions and include those in the bid documents.
- i. Prepare construction contracts that comply with state and federal regulations and include necessary language. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 2 CFR 200, EO 11246 (for contracts over \$10,000).
- j. Obtain contractor clearance(s) from IEDA.
- k. Check weekly payrolls to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
- l. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- m. Attend and assist the City during the IEDA's project monitoring visit(s). Prepare the City's response to all monitoring findings and coordinate efforts to provide additional information as needed to IEDA.
- n. Assist the City with meeting state/federal affirmatively furthering fair housing requirements.
- o. Assist in a final inspection of the project and in the issuance of a final acceptance of work.
- p. Assist the City in meeting the state's financial reporting requirements.
- q. Prepare close-out documents as needed by IEDA.

II. Statement of Qualifications. Proposals to the City should include the minimum information:

- Description of experience with IEDA’s CDBG program
- Description of past grant administrative services provided
- Description of organizational capacity to complete all necessary grant administration activities, including resumes of all employees who will be or may be assigned to this project
- References from previous clients of related work within the past five years

III. Proposed cost of services. Proposals to the City of Washington should include the proposed cost to accomplish all scope of work for activities outlined above. In addition, the proposal should include the cost for writing the grant application.

IV. Evaluation criteria. The City will evaluate and rank proposals received according to the following criteria:

	<u>Maximum</u>
Experience with the state’s CDBG program:	30 points
Previous work performance:	30 points
Capacity to complete scope of work:	20 points
Proposed cost:	<u>20 points</u>
Total:	100 points

V. Deadline for submission. Proposals must be submitted no later than 1:00 P.M. on Monday, March 5, 2018. Proposals should be submitted to City Administrator, Brent Hinson, 215 E. Washington St., Washington, Iowa 52353.

Questions regarding this request for proposals should be directed to City Administrator, Brent Hinson, (319)-653-6584 or bhinson@washingtونيowa.gov.

*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 26, 2018

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

From: Brent Hinson
City Administrator

Re: Library Native American Artifacts

The Library Board of Trustees has been attempting to get a resolution to the issue of its Native American artifacts collection for some time now (I'm not sure how long exactly, but at least as long as I've been around). The basic issue is that the collection is quite large, really doesn't have a connection to Washington except for the person who made the donation back in 1964, and we have limited display space and many other things it makes sense to display from time to time.

The Library Board has finally worked through all related issues, including identifying the items that needed to be repatriated to the tribes affected, and have identified items that we will keep. However, they have also identified a number of items that could be auctioned, and would like the Council's approval to dispose of these items, since they are technically City property. It is not known exactly how much the artifacts will bring. A few years back, an appraisal was done that put a relatively sky-high value on the artifacts. It is believed that valuation was not accurate, and that the proceeds from the auction will likely be in the low thousands. Any proceeds would be deposited in Fund 570, Library Gift.

Debbie Stanton will be at the meeting to discuss further and answer any questions.

Brent Hinson

From: Debbie Stanton
Sent: Tuesday, February 13, 2018 5:29 PM
To: iearnest@washingtioniowa.net; Brent Hinson; mkramme@culver.edu
Subject: Item for March 6 City Council agenda

Hi Illa,

Please add to the March 6 agenda for council to approve disbursement of the items in the Native American Artifacts collection.

Here is how the collection will be disbursed, as approved by the Library Board of Trustees at their February 8 meeting. Please note that Item #s are in reference to the appraisal done in March 2011.

Repatriation to Hopi tribe (sacred/ceremonial items that will be returned through the federal NAGPRA process):

- 2 sets of dance wands (Items 22 & 23)
- rabbit sticks (Item 37)
- loop for hair (Item 38)
- dancer arm bands (Item 39)
- turtle shell rattle (Item 42)
- 2 gourd rattles (Items 43 & 44)
- dance moccasins (Item 45)
- shoe wraps (Item 52)
- photograph of Hopi shrine (Item 64)

Remaining in the library for permanent display:

- 2 Skookum dolls (Items 35 & 36)
- Apache violin (Item 48)
- turtle shell instrument (Item 49)
- Hopi Pueblo dish (Item 19)
- Navajo weaving sampler (Item 25)
- arrow straightener with bag (Item 30)

We tried to get a good sample of the variety of tribes and materials represented in the collection to keep, as well as those items that many community members have memories of (such as the Skookum dolls). We also tried to make sure we only kept lower appraised items so as not to diminish the sale.

Selling at Jackson's International Auction (Cedar Falls, IA) April/May "World Treasures" auction:

- all baskets (Items 1-8)
- large Katsina water jar (Item 9)
- black & white Nampeyo vase (Item 10)
- canteen (Item 11)
- all other pottery (Items 12-18 & 20-21)
- twined corn husk bag (Item 24)
- horn spoon (Item 26)
- T-beaded necklace (Item 27)
- beaded pouch (Item 28)
- beaded tool/awl case (Item 29)
- Apache hair piece (Item 31)
- gambling sticks (Item 32)
- phase I concho (Item 33)
- silver moccasin button (Item 34)
- wooden spindle (Item 40)

- cotton/wool beater (Item 41)
- hide skinning tool (Item 46)
- pipestone pipe bowl (Item 47)
- early Katsina (Item 50)
- Butterfly Maiden Katsina (Item 51)
- 14 copper & brass bracelets (Items 65 & 66)
- wooden cup/ladle (Item 67)
- photographs (Items 53-63)
- Navajo 1940's rug -- not in the appraisal
- 2 "modern" necklaces -- not in the appraisal

I'll attend the March 6 meeting in case there are any questions. Council can also find more information on our website here: <http://www.washington.lib.ia.us/services/native-artifacts>

Thanks!
Debbie

Debbie Stanton | Library Director | Washington Free Public Library | 319.653.2097
115 W. Washington St. Washington, IA 52353

transform | connect | empower | inform

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Native American Artifacts @ the Washington Public Library

About the Collection:

Our collection of Native American artifacts was donated to the library in 1964 by Mrs. Emily Powis Simpson-Atmore, the widow of Rev. William Simpson-Atmore. Visit the [Simpson-Atmore Biographical Page](#) for more information about their lives. The majority of the collection comes from the American Southwest at the turn of the twentieth century, from 1890-1910, though some pieces are prehistoric or include prehistoric elements. Tribes represented include Southern Paiute, Navajo, Hopi, Western Apache, and possibly Jicarilla Apache.

Work on the Collection:

The library has been good stewards of this collection for over 50 years. While moving into the new library facility in 2009, a grant was received from Humanities Iowa to have the collection appraised and described. Dr. Leona Zastrow from American Indian Art Appraisals out of Santa Fe, NM visited Washington, appraised the collection, and presented educational programs to the public. Due to its connection to the Southwestern United States, its historically significant contents, and the fragile nature of the collection, the Library is now looking to respectfully disseminate the collection. The first step the library has taken is to advance through the NAGPRA (Native American Graves Protection and Repatriation Act) process to make sure that any sacred or culturally significant items in the collection are properly returned to the custody of their tribe. The remaining portion of the collection (the majority of the collection) will be auctioned through a professional Iowa auction house to provide for the future of the library.



Item 06

For more information, please e-mail debbie.stanton@washington.lib.ia.us



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MEMORANDUM

TO: Brent Hinson, City Administrator
FROM: Ed Raber, Executive Director
DATE: March 1, 2018
RE: Federal Opportunity Zones Census Tract Designation

In the recent federal tax reform legislation, the Tax Cut and Jobs Act of 2017, a new program was created called “Opportunity Zones.” Information about this new program has just very recently become available and there are few details. There is a companion program called Opportunity Funds.

“This tax incentive is designed to encourage long-term, private investments in low-income census tracts by providing a federal tax incentive for taxpayers who reinvest unrealized capital gains into Opportunity Funds which are then invested into opportunity zones. Opportunity Funds are specialized tax vehicles aimed at spurring investment and entrepreneurialism.”

The federal Administration is asking Governors to designate a portion (25%) of the census tracts in their state that are eligible for New Markets Tax Credits as Opportunity Zones. Gov. Kim Reynolds is soliciting cities and counties to apply for this status by March 19th. Out of the 239 NMTC eligible census tracts, the Governor can nominate 60 to the .

For the first time, the two census tracts that cover Washington are now eligible for NMTC.

ACTION REQUESTED

Determination if the City wants to nominate to the Governor for either or both of the eligible census tracts. If the City is to apply for both census tracts, then the City must prioritize which one is its top choice.

- 1) Authorize the Mayor to sign and submit the nomination form to the Governor (through the Iowa Economic Development Authority) by March 19th.
- 2) Determine if Census Tract 3 and/or 4 will either or both (or none) be nominated by the City.
- 3) If both eligible census tracts are to be nominated, which is the priority Census Tract.

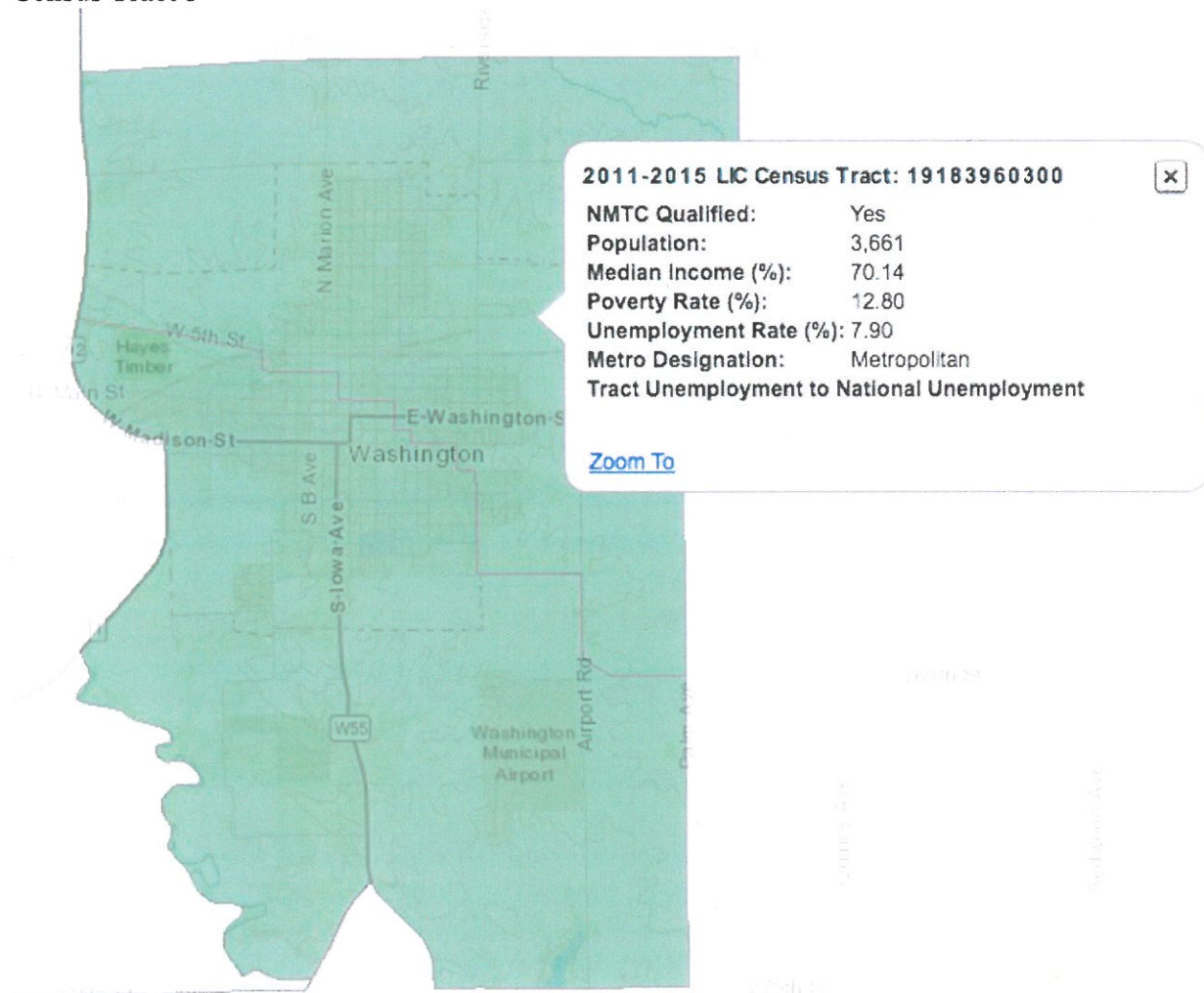
I am attaching a Frequently Asked Questions (FAQ) document about Opportunity Zones that may be helpful.

CENSUS TRACTS

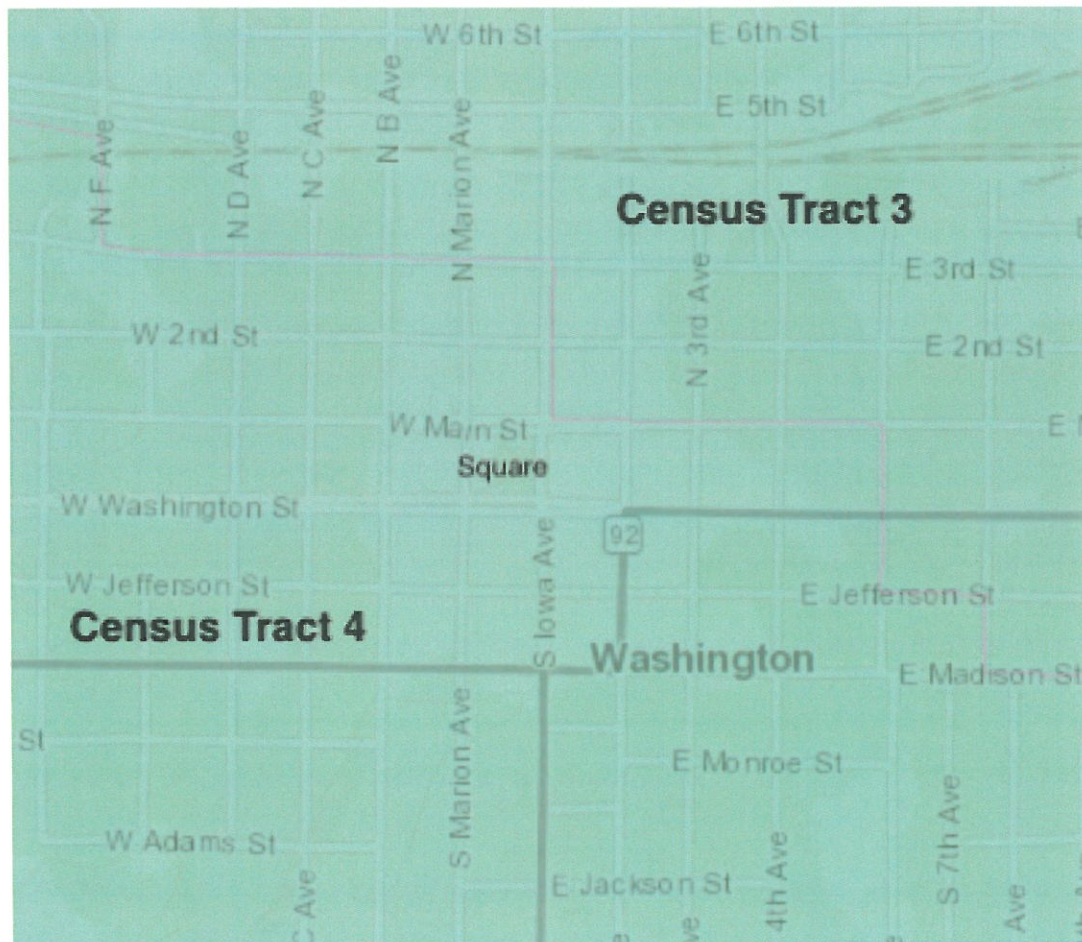
Census Tract 3 (aka 19183960300) is roughly the northern and eastern part of Washington, and some rural area to the north and east of the city boundaries. It is bounded on the west by Highway 1 (even though the City limits extend beyond Hwy 1. This census tract contains the older industrial area, including a lot of potentially developable industrial land. It also contains the northeast corner of downtown, including the City’s “Redbear” parcels, as well as the future Wellness Park and future YMCA.

The following maps show the adjacent census tracks shaded in green, with some demographic data highlighted from the CDFI interactive map. The boundary line separating the two census tracts is the line that goes down W. 5th St. and then zigzags through downtown, then over around the Airport.

Census Tract 3

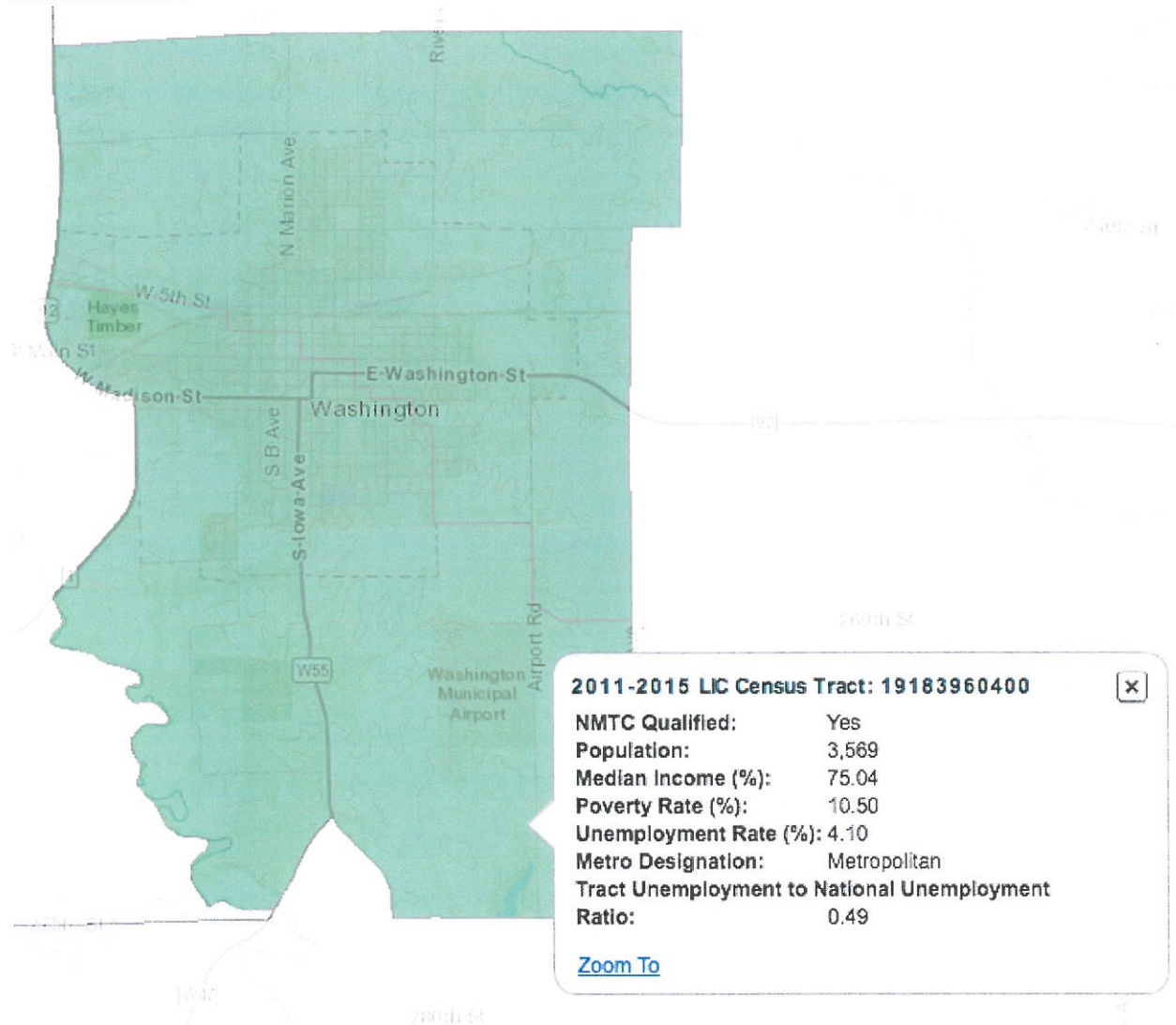


The boundary line moves through the Main Street Washington downtown district. This figure shows a close-up of that area.



Census Tract 4 (aka 19183960400) is roughly the south or western part of the City and rural area east of Crooked Creek and Hwy 1, north of 275 St. (Lake Trio), west of Palm Ave. It contains most of downtown, the Smouse House, the new Washington Business Park, and the Airport.

Census Tract 4



NEW MARKETS TAX CREDITS

For some additional context about these federal programs tax credit programs, and how to access them, this is a short background on New Markets Tax Credits.

The [New Market Tax Credit](#) program is managed by the federal Dept. of the Treasury. NMTC incentivize community development and economic growth through the use of tax credits that attract private investment to qualifying census tracts. You can't apply directly for NMTC. The Dept. of the Treasury awards an allocation of tax credits through a competitive process to Community Development Entities.

In Iowa, a CDE that has successfully received several rounds of NMTC allocation is [Iowa Community Development](#). This is a "sister" organization to [Iowa Business Growth Company](#), which has primarily impacted Washington County by partnering with local lenders on the SBA 504 Loan Program in order to make commercial loans to businesses (like Engineered Building Design's expansion building).

NMTC projects historically tend to be very big, a minimum of \$10 million, and they have to be located in an eligible census tract. Historically, no census tract in Washington County has been eligible (i.e. met the federal criteria for distress). The criteria line up counter intuitively sometimes. For example the census tract around the Coral Ridge Mall and around downtown Iowa City are both “distressed.” Just this fall, the Treasury Dept. identified the two census tracts that cover the Washington area as being eligible for NMTC, based on the Census Bureau’s American Community Survey data from 2011-15. You cannot apply to be eligible, its just based on their data estimates.

I have been in contact this winter with Iowa Community Development/Iowa Business Growth Company about the NMTC program potential in Washington. They have streamlined some of the administrative burden that goes with this program, and can now consider using NMTC for projects as small as \$2 million.

You can look at this interactive US map of all the NMTC eligible census tracts.
https://www.cims.cdfifund.gov/preparation/?config=config_nmtc.xml

Here are links to some resources that may be useful:

Iowa Economic Development Authority
<https://iowaeconomicdevelopment.com/opportunityzones>

US Treasury CDFI Opportunity Resources
<https://www.cdfifund.gov/Pages/Opportunity-Zones.aspx>

National CDFI map of eligible Census Tracts
https://www.cims.cdfifund.gov/preparation/?config=config_nmtc.xml

Frequently Asked Questions – Iowa Opportunity Zones



1. What is the Opportunity Zone program?

The newly created [Opportunity Zone Program](#) is designed to drive long-term capital to distressed communities by providing tax benefits on investments in Opportunity Funds, or “O Funds”. This concept was originally introduced in the [Investing in Opportunity Act](#) (IIOA).

2. Where can I find more information about this program?

The U.S. treasury will administer the program. Guidance from U.S. Treasury is still being drafted. However, other entities have attempted to summarize the program:

<https://www.enterprisecommunity.org/blog/2018/01/opportunity-funds-tax-reform-created-a-new-class-of-community-investment-vehicles>

3. Who received the application to apply in Iowa?

On February 23, 2018 the Iowa Economic Development Authority sent application information to the following representatives in the 239 eligible low-income census tracts:

Mayors, county board chairs (of counties that had large tracts of unincorporated land), city clerks, city administrators

4. Who is eligible to apply in Iowa?

Communities representing Iowa’s Low-Income Community census tracts may apply for the program. A map and a list of census tracts can be found [here](#).

5. Where can I find information about Iowa’s participation in the Opportunity Zones Program?

www.iowaeconomicdevelopment.com/opportunityzones

6. When is the Iowa application due?

March 19, 2018

7. What criteria is being used to review the Iowa application?

- Community vision
- Economic hardships
- Past successes
- Average unemployment rate
- Community’s plan if awarded Opportunity Zones designation

RESOLUTION NO. _____

**A RESOLUTION ENDORSING APPLICATIONS
FOR OPPORTUNITY ZONE DESIGNATION**

WHEREAS, the Iowa Governor's Office has announced that applications are being accepted for the Opportunity Zone designation under the federal Tax Cuts and Jobs Act of 2017; and

WHEREAS, this designation offers tax incentives for investments within eligible census tracts; and

WHEREAS, the City of Washington contains two eligible census tracts.

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

Section 1. The City Council endorses the submission of an application for Opportunity Zone designation for the following census tracts, with the tracts listed in order of priority:

- A. 19183960400 (Southern Washington east of Highway 1)
- B. 19183960300 (Northern Washington east of Highway 1)

Section 2. The Mayor is hereby authorized to sign said applications on behalf of the City.

PASSED AND APPROVED this 6th day of March, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

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



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

Memorandum

February 28, 2018

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

From: Brent Hinson
City Administrator

Re: Copier Lease Proposals

During budget preparation this year, we really noticed in looking at the numbers that the maintenance contract on our copier at City Hall has gone significantly up in price as the copier has aged. The current machine was purchased outright around 8 years ago, and does not generally perform well on large copy jobs or when it is being used heavily during the day, which regularly occurs. We spend around \$3,200 per year currently for copier maintenance, which will likely only rise in future years as the copier continues to age and encounter more issues. As we mentioned to Council at the time, we felt that we would be much better off with leasing a new copier, both in terms of performance and in terms of cost stability.

Kelsey conducted a process for obtaining proposals for a new copier lease. We received proposals from 4 vendors: Marco, Access Systems, Koch Brothers, and J&S Electronics (J&S gave us proposals on 3 different machines). The lowest price machine was a Sharp copier from Access Systems, but the references we checked on this copier and vendor were not positive. The next lowest quote was from J&S Electronics, which is our current vendor, and the quote is for a newer version of the same copier we currently have. We have been very happy with this copier overall, notwithstanding the issues as the copier has aged, and have been very pleased with the response time and quality of service offered by J&S. The yearly cost of the lease and the estimated copy charges is \$3,420, so it is essentially the same amount we are already spending for the current copier.

We recommend the Council approve entering into a 5-year lease with J&S Electronics for a Konica Minolta BizHub C458 multi-function copier at a lease rate of \$154.98 per month, plus \$0.005 per black & white page and \$0.035 per color page, for an estimated monthly charge of \$284.98.

Copier Lease Analysis
02/28/2018

Make/Model
Pages/Minute
Scan feed
Auto Duplexing
4 Drawers
Finisher

Installation Cost
60 Month lease
Maintenance Contract /Overage Fees
(priced per copy and includes parts, toner, labor, and travel)
One Time Documentation fee

Other information
Cost of maintenance at current copy volumes:

Black
Color
Total estimated monthly cost

J&S Electronics		
Konica Minolta Bizhub C458	Samsung MultiXpress X7500GX	HP E87650dn Laserjet
45	50	50
100	250	
X	X	X
X	X	X
X	X	X
includes 2 hours; additional time \$120/hr	includes 2 hours; additional time \$120/hr	includes 2 hours; additional time \$120/hr
\$154.98	208.82	227.93
.005 b/w	.0075 b/w	.0075 b/w
.035 color	.040 color	.040 color
75	75	75
Upgraded/Newest version of current copier	Energy Star Certified	Most embedded security features
25	30	30
105	108	108
\$284.98	\$346.82	\$365.93

Make/Model
Pages/Minute
Scan feed
Auto Duplexing
4 Drawers
Finisher
Installation Cost
60 Month lease
Maintenance Contract /Overage Fees
(priced per copy and includes parts, toner, labor, and travel)
One Time Documentation fee

Other information
Cost of maintenance at current copy volumes:

Black
Color
Total estimated monthly cost

Marco	Access Systems	Koch Brothers
Konica Minolta Bizhub C458	Sharp MX-4050V	Lanier MPC4504ex
45	40	45
100	100	220
X	X	X
X	X	X
X	X	X
0	X	0
327.94	234.4	295
.007 b/w	.004 b/w	.007 b/w
.05 print	.035 color	.045 color
0	0	0
Service includes 5,000 b/w & 3,000 color pages/month; Upgraded/Newest version of current copier	Service includes 5,000 b/w & 3,000 color pages/month	Service includes 5,000 b/w & 3,000 color pages/month
\$327.94	\$234.40	\$295.00

*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

March 2, 2018

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

From: Brent Hinson
City Administrator

Re: Demolition Bidding

We are trying to get all of our house demolitions for the Fire Station and nuisance houses put together in one bid package, and would like to get moving on this. In the interest of providing full information to the Council, I was approached by a local individual about salvaging material from the former Torres house (208 East Jefferson), but I have included salvage rights as the demolition contractor's prerogative as in past house demolition bids.

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



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

Public Bid Announcement
Demolition of Structures for the City of Washington

The City of Washington, Iowa, is requesting public proposals for demolition of several structures (houses and garages) located in the general area of 2nd Avenue and East Jefferson Street, as well as an additional house in the northern part of town.

A description of the structures to be removed is as follows:

Division I: Initiate No Earlier Than April 2; Complete by April 30

- 1) Demolish house & garage at 208 East Jefferson Street
- 2) Demolish garage at 214 South 2nd Avenue

Division II: Initiate No Earlier Than April 16; Complete by May 11

- 1) Demolish house at 202 East Jefferson
- 2) Demolish house (but not detached garage) at 302 South 2nd Avenue

Division III: Initiate No Earlier Than April 2; Complete by June 30

- 1) Demolish house at 1218 North 2nd Avenue

Bid packets containing information regarding the conditions for the demolition contract are available at City Hall, located at 215 East Washington Street. Anyone submitting a proposal must agree in writing to meet the conditions set by the City of Washington. Sealed proposals are due on or before 9 o'clock A.M. on the 16th day of March, 2018, in the office of the City Clerk, City Hall, 215 East Washington Street, Washington, Iowa. Proposals will be opened immediately following the deadline. Any interested contractors are advised to contact the Washington Fire Department for additional details at 653-2239.

The Washington City Council will hold a public hearing and act on proposals for the demolition on Tuesday, March 20, 2018 at 6 o'clock P.M. in the Nicola-Stoufer Room of the Washington Public Library at 115 West Washington Street. At that time, the City Council may accept the proposals and award the sale to the contractor whose application is the most advantageous to the citizens of the City. The City Council may reject any and all proposals in its sole discretion. The City may waive any discrepancies or technicalities associated with said proposal.

Published by order of the City Council of Washington, Iowa
Illa Earnest, City Clerk

Demolition Guidelines

By making a proposal, the contractor represents that it has examined the properties in question. Additional questions may be directed to the Washington Fire Department at 653-2239.

All structures have been tested for asbestos, and the necessary asbestos removal will be done by the City prior to demolition by the contractor. The Washington Fire Department will assist in wetting down the structures as demolition proceeds to reduce dust. The contractor will be responsible for hauling all debris to the SEMCO landfill or a City-approved off-site location using the guidelines propagated by the Iowa DNR for controlled burns of demolished buildings.

This is a unit price, lump-sum contract, and all proposals are on a “not-to-exceed” basis. Change orders must be approved by the City Administrator in writing before the work is performed. No work shall be commenced until a start time and date is coordinated with the Washington Fire Department.

The contractor will be responsible for complete removal of the structures on the site, including removal of foundations and leveling of the site. All backfill shall be clay, properly compacted to support new construction in the future, to be verified by Terracon under separate contract with the City. The City will arrange for disconnection of all utilities prior to demolition proceeding. The contractor shall be responsible for clearing and grubbing of any trees on the main Fire Station site; however, the contractor will take care to protect as many trees as possible at the 302 South 2nd Avenue and 1218 North 2nd Avenue sites. The contractor will have sole salvage rights to any items of value remaining on the site as of the bid award date.

Demolition activity shall not begin on 202 East Jefferson until specifically cleared by the City Administrator following the move-out of the current resident, which is expected to occur before the date range listed above, but that may be subject to change.

The contractor must carry and be able to provide proof of the following insurances:

- 1) Workman’s compensation insurance;
- 2) Public liability and property damage insurance not less than \$1 million per occurrence or \$2 million aggregate; and
- 3) Automobile liability insurance on all vehicles used on the project, not less than \$500,000 per occurrence or \$1 million aggregate.

Bid for Demolition of City-Owned Property

Division I: 208 East Jefferson and 214 South 2nd

My bid: _____

Division II: 202 East Jefferson and 302 South 2nd

My bid: _____

Division III: 1218 North 2nd Avenue

My bid: _____

____ I acknowledge and agree to all of the requirements detailed in the Public Bid Announcement.

____ I acknowledge and agree to fully comply with the requirements of the Washington Code of Ordinances as it may relate to this project.

____ I acknowledge and agree that the City of Washington has the right to reject any and all proposals.

Contractor Information:

Contractor Name: _____

Address: _____

Contact Phone: _____

Signature: _____ Date: _____

Signed By/Title: _____

Please seal your bid in an envelope and submit to Washington City Hall at 215 East Washington Street by March 16th at 9 AM.

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

March 2, 2018

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

From: Brent Hinson
City Administrator

Re: Destination Development Summit- April 25-26, 2018

As the Hotel/Motel Tax Fund Administration Committee has worked through its preparations for the use of the new tax funds (our first payment is expected in mid-June), we became aware of the opportunity to attend the "Destination Development Summit" in Manning on April 25-26. Nationally known marketing speaker Roger Brooks will be featured at this event, which is focused on the "total community product [being marketed]". The committee felt that this is a great fit for what Washington needs, and that it would be appropriate to have as many of its members as possible attend this training. With a possibility of up to 7 members plus Michelle attending (I am not sure yet whether I can attend yet, but would just utilize our normal travel & training budget if I do attend), we would ask the City Council for approval to spend up to \$2,000 that would be reimbursed by the first Hotel/Motel Tax payment (\$60 registration + \$160 for 2 nights hotel + \$30 reimbursable/mileage per person). Hopefully \$2,000 will be more than enough to cover costs.

See attached for more information.

Brent Hinson

From: Michelle Redlinger
Sent: Saturday, February 24, 2018 1:07 PM
To: Millie Youngquist; Brent Hinson
Subject: Fwd: Request for 3/6 City Council Meeting
Attachments: Roger-Brooks-Flyer-1-4-18.pdf

Millie ,

At the March 6 City Council meeting would you be able to represent the Fund Admin Committee for our request to use funding from the hotel motel tax to send people to the Destination Summit? I know you were unable to attend the last meeting, but I proposed sending anyone who was interested to attend this event, as Roger Brooks is one of the top marketers for communities. The fact that's he's in Western Iowa and the conference is so affordable, is a great learning tool for our committee.

I would make the request that we cover the registration fee and up to 2 nights of hotel since the first day begins at 8am, meaning we would need to leave town at 4:15am. That total would be \$220 per person, plus hotel taxes.

Unfortunately I have another obligation and can't make the meeting. Let me know if you have any questions!

Michelle

Michelle Redlinger

Executive Director

Washington Chamber of Commerce
205 West Main Street, Washington, IA. 52353
Office: (319) 653-3272
Fax: (888) 833-3529
Cell: (319) 321-4271
chamber.washingtoniowa.org
michelle@washingtoniowa.org

DISCOVER A CLASSIC

Here for you, your family, and your business.

----- Forwarded message -----

From: **Michelle Redlinger** <michelle@washingtoniowa.org>
Date: Sat, Feb 24, 2018 at 1:01 PM
Subject: Request for 3/6 City Council Meeting
To: Illa Earnest <iearnest@washingtoniowa.gov>
Cc: Brent Hinson <bhinson@washingtoniowa.gov>

Can you please add a request from the Hotel Motel Fund Administration Committee to attend a Destination Development Summit on April 25 & 26? I've attached a flyer you can share with the council.

I am hoping that Millie will be able to represent the committee as I have another obligation.

Thanks,

Michelle

Michelle Redlinger

Executive Director

Washington Chamber of Commerce
205 West Main Street, Washington, IA. 52353

Office: [\(319\) 653-3272](tel:3196533272)

Fax: [\(888\) 833-3529](tel:8888333529)

Cell: [\(319\) 321-4271](tel:3193214271)

chamber.washingtoniowa.org

michelle@washingtoniowa.org

DISCOVER A CLASSIC

Here for you, your family, and your business.

This 1½ day
summit will chart
the future of your
community for
generations!
Don't miss it!

April 25 & 26, 2018

Wednesday 8 a.m. • 4:30 p.m.

Thursday 8 a.m. • 11:30 a.m.

Region meeting to follow on Thursday

**Manning Hausbarn Heritage
Park Conference Center**
130 Heritage Drive, Manning

Who should attend:

Tourism Industry businesses, organizations & boards
Economic Developers staff & boards
Local county & city officials, councils, city administrators
City & county planning department heads
Chambers of Commerce, board & staff, local businesses
Main Street communities, downtown organizations
Colleges & educational institution leadership
SBDC staff members
State & federal agencies dealing with rural development

“Bring 5, 6, even 10 people with you.
Going back as a unified force will create
lasting change & long-term success that
you just can't achieve as a lone ranger.
Make the day count!”

“You can spend every cent on producing great
brochures, fantastic visitor guides, a top-notch
website, wonderful social media, public relations &
amazing ads but all this marketing will only bring
visitors to you just once. The **ONLY** thing that brings
them back is your total community product!”

Registration: \$ 60/person if registered before April 18, 2018
\$ 80/person if registered after April 18, 2018
(Optional—one day registration \$40 but you'll miss out)

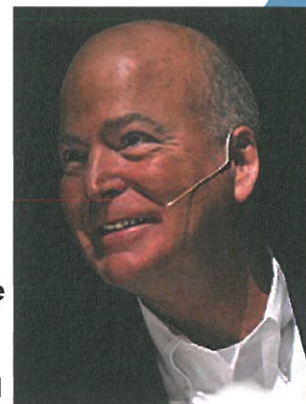
Contact: Shirley Phillips or Jane Berger
Western Iowa Tourism Region
shirley@visitwesterniowa.com • 712-830-6768
jane@visitwesterniowa.com • 888-623-4232

Lodging: Boulders Inn & Suites of Manning, 120 Heritage Drive
Room Block • \$80/night + tax; 712-655-4000
Mention Western Iowa Tourism block or Roger Brooks Summit
Jodie.rowedder@bouldersinnmanning.com



Destination Development Summit

Over the past 35 years, Roger Brooks and his team have assisted more than 1,500 communities & travel organizations around the world. As one of the most recognized & frequently quoted experts in the travel industry, his



passion is to make a difference in people's lives by helping their communities become better places for people to live, work and visit.

Sponsors



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

March 2, 2018

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

From: Brent Hinson
City Administrator

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

Re: South Tower Engineering Task Order Amendment

In May 2017, the Council approved an engineering task order with FOX Engineering to design the South Tower improvements project. FOX recently alerted me that this did not include painting inspection, which is an essential part of any tower project to ensure quality of a coating that is designed to last at least 20 years without significant maintenance. While sometimes cities do contract separately for these services, I made the mistaken assumption that we were handling this project the same as with the North Tower, in which the painting inspection services were included as part of the engineering agreement. FOX also overlooked this detail, and couldn't offer any specific explanation for why those services were excluded.

It is proposed that the engineering task order be amended to include hourly services and mileage reimbursement at a cost not to exceed \$17,020. FOX has worked with Owens Inspection Services on many past projects (including the North Tower), and highly recommends them. It is hoped that the total amount of these services will be less than the maximum amount, but we would like your approval to move forward with the quote as presented.

We currently have \$14,300 in the contingency fund balance for this project, so this will likely use that full amount. I am still hoping to bring you the proposal we have for logo lighting in the future, but plan to hold that back for a while longer as we ensure there will be no more significant changes needed on this project or on the Water Plant improvements.

This is **EXHIBIT K**, consisting of two (2) pages, plus attachments, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated May 1, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. BACKGROUND DATA:

- a. Effective Date of Owner-Engineer Agreement: May 1, 2013 – Master Agreement
May 16, 2017 – Task Order 3424-17B
- b. Owner: City of Washington, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: South Water Tower Improvements

2. DESCRIPTION OF MODIFICATIONS:

- A. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - 1. Task Order 3424-17B is amended to add coating observation services to the existing scope of services related to the elevated steel water storage tank repairs. The modifications to engineering services are generally described below.
 - a. Provide a resident project representative from Owens Inspection Services, LLC. Full-time observation of the surface preparation and application of the coating systems will be provided to assist in determining if the Work is in general conformance with the Contract Documents. These include daily observations to establish surface temperature, humidity, dew point, wet and dry film paint thickness, surface profile, surface contaminants, adhesion, and voids in the coatings. These observations will be documented in written daily reports with photos and a final report upon the completion of the coating system application.
 - 2. In reference to Task Order No. 3424-17B, the services of the Engineer shall be modified as follows:
 - a. **A1.01 (Study and Report Phase)** – phase does not apply; no changes.
 - b. **A1.02 (Preliminary Design Phase)** – no changes.
 - c. **A1.03 (Final Design Phase)** – no changes.
 - d. **A1.04 (Bidding Phase)** – no changes.
 - e. **A1.05 (Construction Phase)** – modify Item A.2 as follows:
 - i. RPR Services are included to observe surface preparation and coating system application to the elevated steel water storage tank, as described above. Full-time observation will be provided.

B. For the modifications to engineering services set forth above, Owner shall pay Engineer the following additional compensation:

<u>Phase (Basis of Payment)</u>	<u>Original Amount</u>	<u>Change Amount</u>	<u>Final Amount</u>
RPR Services (Hourly, est. ^[1])	\$0.00	\$17,020.00	\$17,020.00
Total	\$0.00	\$17,020.00	\$17,020.00

Notes:

[1] Note that hourly Amounts are estimated and not maximums. Engineer will request authorization from Owner to continue such services should the accumulated hourly amounts charged for any given task or phase reach the estimated total amounts given above.

C. The schedule for rendering services is not being modified.

D. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
(no additional modifications noted).

E. The responsibilities of Owner are modified as follows:
(no additional modifications noted).

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

City of Washington, Washington, Iowa

By:

Title:

Date Signed:

ENGINEER:

FOX Engineering Associates, Inc.

By:

Steven J. Troyer

Title: Principal

Date Signed:

3-1-18

Brent Hinson

From: Winnie Gleason
Sent: Tuesday, January 23, 2018 11:37 AM
To: Brent Hinson
Cc: Rob Baker
Subject: Fwd: Proposal for Washington, Iowa
Attachments: FOX Eng, Washington, IA Insp 2018.pdf

Brent,

Attached is the proposal from Donald Owens for paint inspection on the South Water Tower project that we just discussed.

The task order for the design and construction included the following: "Engineer will coordinate paint inspection services performed by an independent and certified paint inspector. Paint inspection shall be performed by others under a service contract with the Owner, separate from this task order."

As I mentioned this morning, neither Rob nor I are sure why it was addressed this way rather than have the inspection under our contract - but we have worked with Donald both under contract to the city or to Fox.

Please give either Rob or me a call to discuss further if that would be helpful.

Thanks,

Winnie

Winnie Gleason P.E.

FOX Engineering Associates, Inc.

414 South 17th Street | Suite 107 | Ames, IA 50010
Office | 515.233.0000 | Fax | 515.233.0103
www.foxeng.com

From: "Donald Owens" <dpowens@premieronline.net>
To: "Winnie Gleason" <wgg@foxeng.com>
Sent: Monday, January 22, 2018 12:08:26 PM
Subject: Proposal for Washington, Iowa

Winnie:

I couldn't remember if you asked for a proposal or not? Anyway, attached is a proposal for the Washington Iowa Elevated Tank painting project you mentioned for the 2018 season. Let me know if you need any additional information or have any questions. Please acknowledge receipt of this email.

Thanks,
Donald



PO Box 45
Sioux Center, Iowa 51250
Office: (712) 722-3972

January 19, 2018

Ms. Winnie Gleason, P.E.
Project Manager
FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, IA 50010

**RE: Proposal for NACE Coating Inspection Services
Washington, Iowa Elevated Water Storage Tank**

Dear Ms. Gleason:

This is in response to your request for a proposal for coating inspection services during the surface preparation and coating application in the field for the above referenced project. We propose to accomplish the project at an hourly rate of \$75.00 per hour, travel at \$0.80 per mile, per diem at \$140.00 per day and administrative time at \$46.00 per hour.

A NACE Coating Inspector from Owens Inspection Services, LLC will make site visits to observe the workmanship of the contractor and to verify that the work is being accomplished as specified. Daily observations will be made and a variety of instruments will be available to measure surface temperature, humidity and dew point, wet and dry paint thickness, surface profile, surface contaminants, adhesion and voids in the coating. The observations will be documented in written daily reports with photos that will be provided to you with a final report at the end of the project in accordance with the requirements of the specification.

We estimate the following time/fee requirements to complete the project based on twenty days of full time inspection to complete the project and final written report:

Technician Time:	8 hours @ \$75.00 per hour	\$600.00
Per Diem:	1 day @ \$140.00 per day	\$140.00
Administrative Time:	1 hour @ \$46.00 per hour	<u>\$46.00</u>
	Total Estimated Fee per Day	\$786.00
Mobilization:	346 miles plus 5 hours travel	\$650.00
Demobilization:	346 miles plus 5 hours travel	<u>\$650.00</u>
	Total Estimated Fee per Project	\$17,020.00

We appreciate this opportunity to provide our proposal and look forward to your response. If our proposal is acceptable, please contact us so we can prepare our Standard Short Form Agreement for signature and schedule the work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Owens', is written over a horizontal line.

Donald Owens
Project Manager

DPO/jo

*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 28, 2018

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

From: Brent Hinson 
City Administrator

Re: Lease-Purchase Agreement for Wellness Park

As I informed you late last week, we have decided to take a minor procedural step back in this process to ensure that everything is done in the best way possible. Thus, I would encourage you to hold the public hearing on the DeLong agreement as previously planned, but then take no action on the agreement. I would then ask you to approve a new resolution setting public hearing on the Lease-Purchase Agreement pending the receipt of proposals from contractors. This hearing would be held at our March 20 meeting, and then Council could then act on any proposals received.

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 \$700,000.00 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 20th 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 20, 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 6th day of March, 2018.

Jaron Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

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



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

REQUEST FOR PROPOSALS (RFP)

Lease-Purchase Agreement for Wellness Park Grading & Utilities

The City of Washington, Iowa, hereinafter referred to as the "City", which is the Owner of an approximately 70-acre tract of land near the extensions of West 7th Street and North Avenue E, which of said tract it is proposed 45 acres be developed at this time ("the Site"), is seeking competitive quotations for the public improvement hereafter described. Contractors qualified to perform the work and able to meet all project requirements, including meeting all terms of the proposed Lease-Purchase and Ground Lease Agreements ("the Agreements") and this RFP are invited to submit proposals.

1. Description of Work to be Performed Pursuant to This Solicitation.

The work to be performed under this Contract involves site grading and certain utility installation at the Site in strict conformance with the Agreements ("the Project").

The following is a general description of the principal work elements of the project (please reference the attachments for further information on quantities, etc.):

- a. Site Work
 - i. Top soil stripping, stockpile, and replacement
 - ii. Excavation cut & fill, including shaping of stormwater detention basin
 - iii. Install Macadam stone base, future E Avenue
 - iv. Install modified subbase, future E Avenue
 - v. Ancillary work as necessary
- b. Erosion Control/ Restoration
 - i. Install stabilized construction entrance
 - ii. Install & maintain silt fence as per SWPP prepared by engineer
 - iii. Install erosion matting as per SWPPP prepared by engineer
 - iv. Install riprap for check dam

- v. Install riprap for basin secondary spillway stabilization
 - vi. Perform rural turf mix seeding, fertilizer, and straw mulch
 - vii. Ancillary work as necessary
- c. Sanitary Sewer Construction
- i. Connect to existing sanitary sewer
 - ii. Install sanitary sewer main
 - iii. Install manholes
 - iv. Install sanitary sewer lateral and wye
 - v. Ancillary work as necessary
- d. Storm Sewer Construction
- i. Install storm sewer
 - ii. Install RCP or CMP flared-end sections as indicated
 - iii. Install area drains
 - iv. Extend field tile
 - v. Install riprap at outfalls
 - vi. Ancillary work as necessary
- e. Water Main Construction
- i. Coordinate during project process with City Maintenance & Construction Department regarding their installation of water main & appurtenances
- f. Miscellaneous Items
- i. Coordinate with Washington FFA to allow for planting of crops. This activity may or may not require access through the construction site. A diagram of farming areas is attached to this RFP.

2. Plans. Plan sheets for the proposed improvements are attached this RFP.

3. Site Visit and Available Project Information. Interested contractors are further advised to contact JJ Bell, Maintenance & Construction Department, at 319-653-1538 or Nick Pacha, Park Superintendent, at 319-321-4886 to make a site visit & inspection.

4. Contractor's Qualifications. Documentation of the Contractor's qualifications shall be provided with the proposal, in order for the proposal to be considered responsive. The Contractor needs to have the following qualifications:

- a. Experience in similar projects.
- b. Ability to provide similar project references upon request.
- c. Provide a completed Bidder Status Form.
- d. Ability to perform the work in the prescribed timeframe.
- e. Ability to provide the necessary insurance, warranty, and indemnification as required in Agreement documents.

5. Time, Place and Manner for Filing Proposals.

- a. Proposals for performance under the Agreement described above shall be filed in the office of the City Clerk, 215 E. Washington Street until 2:00 pm on Tuesday, March 13, 2018.
- b. Proposals shall be filed with the City Clerk by – (1) placing them in the United States Mail, appropriately stamped and addressed to the City Clerk's office at the City of Washington, 215 E. Washington Street, Washington, IA 52353. (2) filing them in person / in hand at the office of the City Clerk at the address listed above. No email or fax transmission of proposals will be accepted.
- c. If a proposal is delivered by U.S. Mail or by in-hand delivery, it shall be placed in a sealed envelope addressed to the City Clerk at the address stated above. Proposals received after the time stated above will not be considered and the Contractor will be so notified and the unopened proposal will be returned to the prospective bidder.

6. Proposals to be Submitted on Form Provided. Proposals shall be filed on the appropriate form provided by the City and included with this RFP. Proposals which are filed in any other form shall be determined to be non-responsive and shall be rejected by the City.

7. Costs to be Included in Proposals Submitted by Contractors; Documentation of Certain Costs. Interested contractors are required to include in their proposals the complete price for labor, materials, equipment, supplies, and all other costs required to perform the work.

8. Required Commitments by Contractors.

- a. Contractors submitting quotations pursuant to this RFP shall be required to commit to the execution of a contract for the work in the form required by the City, which form of contract is included with this RFP.
- b. Contractors submitting quotations pursuant to this RFP shall be required to begin work no earlier than March 21, 2018, or when notified in writing by the City, and to complete the Project no later than July 31, 2018.

9. Sales Tax Exemption. The City will issue special sales tax exemption certificates to the contractor awarded the contract to perform the work and to its subcontractors, pursuant to Iowa Code Section 422.42, (15) and (16) and Iowa Code Section 422.47 (5). The contractor awarded the contract for the work and its subcontractors should present such certificate when procuring materials and equipment for the project, and should not pay sales tax for such materials and equipment. Accordingly, the contractor should not include sales tax in its competitive quotation for the work. The City will not accept contractor claims for reimbursement of sales tax, will not attempt to obtain a refund of sales taxes paid from the State of Iowa, and will not reimburse the contractor for any sales taxes mistakenly paid by it or its subcontractors.

10. City Permits. Contractor must properly obtain all required City of Washington permits, but all permit and tap fees will be waived for this project.

11. Evaluation of Competitive Quotations. If a quoting contractor does not submit its quotation on the form required by the governmental entity, or does not provide all information or documentation or make all commitments required by the governmental entity, or does not cause said form to be executed as required by the governmental entity, said quotation shall be determined to be non-responsive and shall be rejected by the governmental entity.

12. Payment Under Lease. No progress payments shall be made to the Contractor; as noted in the Agreements, Contractor will be paid the agreed-upon price at the successful conclusion of the Project and end of the lease.

13. Execution of Agreements. Upon the City's determination which contractor has submitted the lowest responsive, responsible proposal, the City may take action to

award the contract to that contractor, conditioned upon the contractor's submission, and the City's approval of all required documents. The City reserves the option of not awarding the Contract and will inform those submitting proposals of this choice within 30 days of accepting proposals. The City also reserves the right to reject all proposals for any reason whatsoever and to waive any technicalities in the quotations received by the City.

14. Attachments: Proposal Form, Project Plans, Engineer's Cost Estimate, Lease-Purchase Agreement, Ground Lease Agreement, Farming Plan.

Proposal for Wellness Park Grading & Site Work

NO.	ITEM DESCRIPTION	AMT	UNITS	UNIT PRICE	TOTAL PRICE
<u>Sanitary Sewer Construction</u>					
1	Connect to Existing Sanitary Sewer	1	LS		
2	SDR 26 PVC Sanitary Sewer (8-inch I.D.)	2,428	LF		
3	4' Dia. Precast Sanitary Manhole, Complete	8	EA		
4	SDR 35 PVC Sanitary Sewer Lateral & Wye (4-inch I.D.)	565	LF		
<u>Storm Sewer Construction</u>					
5	RCP Storm Sewer (15-inch I.D.)	599	LF		
5	RCP Storm Sewer (24-inch I.D.)	791	LF		
5	RCP Storm Sewer (60-inch I.D.)	121	LF		
7	CMP Storm Sewer (30-inch I.D.)	249	LF		
8	CMP Storm Sewer (48-inch I.D.)	60	LF		
7	RCP FES (15-inch I.D.)	3	EA		
7	RCP FES (24-inch I.D.)	4	EA		
7	RCP FES (60-inch I.D.)	4	EA		
8	CMP FES (30-inch I.D.)	6	EA		
8	CMP FES (48-inch I.D.)	2	EA		
9	Storm Sewer Structure, Area Drain	6	EA		
9	Extend Field Tile	8	EA		
10	Riprap (Outfall Armor)	300	TON		
<u>Site Work</u>					
11	Top Soil Stripping, Stockpile and Re-placement	36,000	CY		
12	Unclassified Excavation, Cut	110,000	CY		
12	Mcadam Stone Base, Future E Avenue (10-inch thick)	3,600	TON		
12	Modified Subbase, Future E Avenue (4-inch thick)	1,450	TON		
<u>Erosion Control/Restoration</u>					
13	Stabilized Construction Entrance	1	EA		
14	Silt Fence	7,500	LF		
15	Erosion Matting	2,900	SY		
16	Riprap (20 Rock Checks)	200	TON		
17	Riprap (Basin Secondary Spillway stabilization)	350	TON		
18	Rural Turf Mix Seeding, Fertilizer, Straw Mulch	44	AC		
TOTAL					

Please list any local (Washington County) subcontractors or suppliers: _____

____ I acknowledge and agree to all of the requirements detailed in the Request for Proposals, and agree to complete the Project no later than July 31, 2018.

____ I acknowledge and agree to fully comply with the requirements of the Washington Code of Ordinances and the Agreements as it may relate to this project.

____ I acknowledge and agree that the City of Washington has the right to reject any and all bids for any reason whatsoever.

Contractor Information:

Contractor Name: _____

Address: _____

Contact Phone: _____

Signature: _____ Date: _____

Name and Title: _____

Please seal your proposal in an envelope and submit to Washington City Hall at 215 East Washington Street by Tuesday, March 13 at 2 PM.



PROJECT NO.	10322002	DATE	10/31/2012
PROJECT NAME	WASHINGTON WELLNESS PARK - PHASE 1	CITY OF WASHINGTON	WASHINGTON COUNTY, IOWA
PROJECT LOCATION	WASHINGTON COUNTY, IOWA		
PROJECT OWNER	CITY OF WASHINGTON		
PROJECT ENGINEER	MSA PROFESSIONAL SERVICES, INC.		
PROJECT CHECKER	MSA PROFESSIONAL SERVICES, INC.		
PROJECT DATE	10/31/2012		

ARCHITECTURAL ENGINEERING & SURVEYING
 6075 Westpark Drive, Suite 115
 (515) 251-1234
 www.msa-inc.com

MSA
 PROFESSIONAL SERVICES, INC.

PRELIMINARY

STORMWATER POLLUTION PREVENTION PLAN

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

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

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the "Purchase Agreement") is entered into on this ____ day of _____, 2018, by and between the City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353 (the "City") and INSERT NAME AND ADDRESS (the "Lessee").

WHEREAS, the City is authorized by law to establish, acquire, design, construct, equip and operate a park facility and related improvements, equipment, furnishings and other related facilities and to lease and purchase and otherwise acquire real estate, facilities, equipment and improvements necessary for such purpose (the "Facility"); and

WHEREAS, the City and Lessee have entered into a Ground Lease dated as of this ____ day of _____, 2018 (the "Lease") pursuant to which the City has leased its interest in certain real estate (the "Site") to Lessee for a term of five (5) years; and

WHEREAS, the City and Lessee desire to enter into this Purchase Agreement providing that the Lessee develop the Facility on the Site and providing for the purchase of the Facility and Site from the Lessee; and

WHEREAS, upon completion of the construction of the Facility, the City intends to purchase the Lessee's interests in the Facility and Site from the Lessee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

As used in this Purchase Agreement, the following terms shall have the following meaning:

1.1 “Approved Plans” means the Scope Documents plus further plans approved by the City pursuant to Section 3.1 of this Agreement.

1.2 “Closing Completion” means and shall occur when:

- (a) Substantial Completion has occurred;
- (b) lien waivers shall have been delivered from Lessee and all Mechanics.

1.3 “Facility” shall mean the meaning set forth in the Recitals.

1.4 “Ground Lease” shall have the meaning set forth in the Recitals.

1.5 “Lease Term” shall mean five (5) years from the commencement of the Ground Lease.

1.6 “Lessee’s Work” means the construction of the Facility on the Site in compliance with the Approved Plans.

1.7 “Purchase Price” shall have the meaning set forth in Section 3.4.

1.8 “Substantial Completion” means the following events have occurred:

- (a) The Project Engineer shall have issued its Substantial Completion Punchlist; and
- (b) There is no ongoing construction of Lessee’s Work on any portion of the Site.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the City.

The City represents, covenants and warrants as follows:

- (a) The City is a duly formed and validly existing political subdivision of the State of Iowa with full power and authority to enter into the Purchase Agreement and Lease, and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder;

(b) The laws of the State of Iowa authorize the City to establish, acquire, construct, operate and maintain the Facility; to enter into this Purchase Agreement and the transactions contemplated hereby, and to carry out its obligations under the Lease and Purchase Agreement;

(c) The officers of the City executing this Purchase Agreement and Lease have been duly authorized to execute and deliver this Purchase Agreement and Lease under the terms and provisions of a duly approved Resolution of the City Council of the City;

(d) The Facility will comply with all applicable federal, state and local laws and regulations.

(e) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions, and provisions of any restriction or any agreement or any instrument to which the City is now a party or by which the City is bound, or constitutes a default of any of the foregoing;

(f) There is no proceeding pending or threatened in any court, tribunal or other entity challenging the power or authority of the City to enter into this Lease or Purchase Agreement or the validity or enforceability of this Purchase Agreement or Lease, which if adversely determined, would adversely affect the transactions contemplated by the Purchase Agreement or Lease;

(g) The City has not made, done or executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interest in any property included in the Facility shall be or may be impaired, changed, or encumbered in any manner whatsoever, except as contemplated by this Purchase Agreement; and

(h) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default hereunder exists as of the date thereof.

Section 2.2 Representations, Covenants and Warranties of the Lessee.

The Lessee represents, covenants and warrants as follows:

(a) The Lessee is a validly formed corporation organized under the laws of the State of Iowa, and is duly qualified and in good standing as a corporation authorized to transact business in the State of Iowa; has the power to enter into this Purchase Agreement and Lease, is possessed of full power to own and hold real and personal property, and has duly authorized the execution and delivery of this Purchase Agreement and Lease.

(b) Neither the execution and delivery of this Purchase Agreement or Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions, or provision of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, constitutes a default under any of the foregoing, or

results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee;

(c) The officers of the Lessee executing this Purchase Agreement and Lease have been duly authorized to execute and deliver this Purchase Agreement and Lease; and

(d) Upon exercise of the City of its option to purchase the Facility pursuant to Section 7.1 hereof, the Lessee will deliver to the City all documents which are or may be necessary to vest all of the Lessee's right, title and interest in and to the Facility to the City, and will execute a release of its rights under the Lease in a form acceptable to both parties with respect to the Site and Facility as provided in Section 7.2 hereof.

ARTICLE III

CONSTRUCTION OF THE FACILITY

Section 3.1. Preparation of Plans. Since the City retains ownership of the Site under this Purchase Agreement and the Lease, the City shall be responsible for creating the plans and specifications for construction of the Facility. The parties shall agree upon the final plans and specifications, which said final plans and specifications shall be attached hereto as Exhibit "A."

Section 3.2 Completion of Lessee's Work; Commencement and Scheduling.

Lessee agrees to construct and complete Lessee's Work to the point of Closing Completion of Lessee's Work in accordance with the Approved Plans, and thereafter to sell, assign, transfer and convey the Facility to City, and City agrees to purchase the Facility subject to the terms and conditions contained in this Agreement. In constructing Lessee's Work, Lessee shall consult from time to time with the City with respect to such construction and interpretation of the Approved Plans. When Lessee believes that all requirements for Substantial Completion and Closing Completion of the Facility have occurred, Lessee shall notify the City. Within ten (10) business days after said notice, the City shall complete a thorough inspection of Lessee's Work to determine if Substantial Completion has occurred and prepare the Substantial Completion Punchlist. Within ten (10) business days after such notification of Closing Completion, the City must complete a thorough inspection of Lessee's Work to determine if Closing Completion has occurred.

Section 2.3 Retainages.

2.3.1 Retainage for Closing Punchlist.

At Closing, City shall withhold from the Purchase Price in retainage an amount equal to one and one half times the total estimated cost as determined by the City or City's agent for completion of the Closing Punchlist items after Closing, which retainage shall be held by the City until the City or City's agent certified that any item or items on such Closing Punchlist have been completed, and mechanic's lien claims for such completion have been waived in writing by

such Mechanics performing such Closing Punchlist, whereupon the City shall pay the retainage applicable to such items to Watts. When all such Closing Punchlist items have been so certified and mechanic's lien claims waived, any remaining balance, shall be paid to Watts.

Section 3.4 Purchase Price.

The total purchase price (the "Purchase Price") for the purchase of the Facility by City after Closing Completion of Lessee's Work, shall be \$_____.

Section 3.5 Payment of Purchase Price.

The Purchase Price, subject to adjustments and prorations herein, shall be paid in immediately collectible funds to Lessee, except that City shall retain the respective amounts required by the provisions of this Agreement.

ARTICLE IV

LEASE

Section 4.1 Lease. The City hereby leases the Site to the Lessee upon the terms and conditions set forth on that certain Ground Lease.

Section 4.2 Possession and Enjoyment. The City hereby covenants to provide the Lessee with quiet use and enjoyment of the Site during the term of the Lease.

Section 4.3. Lease Term. The Lease shall run for five (5) years.

Section 4.4 Termination of the Lease Term.

The Lease will terminate upon the occurrence of the first of the following events:

- (a) the exercise of the City to purchase the Lessee's interest in the Site; or
- (b) an occurrence of default and the City's election to terminate the Lease.

Section 4.5. No subordination of City's Title to the Site.

No provision of this Purchase Agreement shall be construed in any way subordinating, conveying or agreeing to convey, or otherwise adversely affect the City's fee simple interest in the Site. This Purchase Agreement and the Lease only covers the Lessee's leasehold interest in the Site by the Lease and all references to the Site shall be construed as applying only to such leasehold interest.

ARTICLE V

INSURANCE AND INDEMNIFICATION

Section 5.1. Insurance.

During the Lease Term, the Lessee shall keep and maintain the Site at all times insured against risks and in such amounts as is customary for site and facilities similar to Facility.

Section 5.2. Indemnification.

During the Lease Term, the Lessee agrees to indemnify and hold harmless the City from any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees and costs) of whatsoever kind and nature, imposed on, incurred by or asserted against the City that in any way relate or arise from the use of the Site and/or Facility by the Lessee, unless such claims are caused by the negligence of the City. The obligations of the Lessee shall survive the termination of this Purchase Agreement.

Section 5.3. Damage, Destruction or Condemnation; Application of Net Proceeds.

If during the Lease Term and after the Closing Date, the Site and/or Facility, or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or title to, or the temporary use of, the Site and/or the Facility or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall apply the net proceeds received by the City of any insurance proceeds or condemnation award resulting therefrom as set forth herein. If and only if no Event of Default arises under this Purchase Agreement, such net proceeds may, at the option of the City, (i) be applied to the repair or replacement of the damaged or taken Facility, if the Facility, in the reasonable judgment of the Lessee, can be repaired or replaced in such a manner as to allow the City to carry out its normal operations thereto, (ii) to the partial repair or replacement of the damaged or taken Facility if the Facility, in the reasonable judgment of the City, can be repaired or replaced in such a manner as to allow the City to carry on its normal operations thereto in which case any net proceeds not spent shall be applied as provided herein in (iii), or (iii) to the prepayment or partial prepayment of the redemption of the Lessee's leasehold interest as outlined in Section 7.1 hereof.

If the City proceeds to repair, restore or improve the Facility, as provided and the net proceeds are insufficient to pay the full cost of such repair, restoration or improvement, the Lessee shall pay any of such costs in excess of the net proceeds.

ARTICLE VI

TITLE

Section 6.1. Title.

During the Lease Term, legal title to the Facility and any and all repairs, replacements, substitutes and modifications to it shall be in the Lessee. Upon termination of this Lease pursuant to Section 7.1 hereof, full and unencumbered legal title to the Facility shall pass to the City, and the Lessee shall have no further interest herein. In such event, the Lessee shall execute and deliver to the City such documents as the City may request to evidence passage of legal title to the Facility to the City and termination of the Lessee's interest therein.

Section 6.2. Liens.

During the Lease Term, the Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facility or Site. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, encumbrance or claim if the same shall arise from time to time. The Lessee shall reimburse the City for any expense incurred by the City in order to discharge or remove any such mortgage, pledge, lien, encumbrance or claim.

ARTICLE VII

OPTION TO PURCHASE THE FACILITY

Section 7.1 Exercise of Option.

The City shall give notice to the Lessee of its intention to exercise its option under this Article VI, its option to purchase the Facility from the Lessee. Such notice shall be given in writing as outlined in Section 10.1 and shall be after the Lessee has obtained Closing Completion. Said Closing shall take place within ten (10) business days of the delivery of said Notice.

Section 7.2 Release of Lessee's Interest.

At such time as the City has paid the balance of the Purchase Price specified in Section 3.4 hereof, the Lessee shall convey and release to the City, all of its right, title and/or interest in and to the Facility by delivering a quit claim deed and leasehold release with respect to the Site and Facility.

ARTICLE VIII

ASSIGNMENT

Section 8.1 Assignment by Lessee. The Lessee shall not assign its obligations under this Purchase Agreement except with written consent of the City.

Section 8.2. Assignment by City. The City shall not assign its obligations under this Purchase Agreement to any party except with the written consent of Lessee.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined.

The following shall be “Events of Default” under this Purchase Agreement and the term “Events of Default” shall mean, whenever used in this Purchase Agreement, any one or more of the following events:

- (a) Failure of the City to pay the Purchase Price to Lessee on the dates outlined in this Purchase Agreement; or
- (b) Failure by the Lessee to construct the Facility at the Site in strict compliance with the Plans and Specifications; or
- (c) Failure by the Lessee to complete work in compliance with the Approved Plans prior to July 31, 2018; or
- (d) Failure by the City or Lessee to observe and perform any covenant, condition or agreement on it part to be observed or performed for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied has been given to the defaulting party.

Section 9.2 Remedies on Default.

Whenever an Event of Default referred to in Section 8.1 hereof shall have happened, the Party not in breach of this Purchase may terminate this Purchase Agreement and the Lease. In the event this Purchase Agreement and Lease is terminated pursuant to this Section 8.2 hereof, the following may occur:

- (a) If the City breaches its duty to pay the Lessee for the Facility, the Lessee may use any and all remedies necessary to obtain payment from the City;

(b) If the Lessee breaches its obligation to construct the Facility, the City may, after terminating this Purchase Agreement and Lease, may hire another contractor to finish the Lessee's Work and, if the cost of finishing the Work is greater than the Purchase Price, the City may use and all remedies to obtain that difference in cost.

(c) No remedy outlined in this Article VIII is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Purchase Agreement and Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof but any such right and power may be exercised from time to time and as often as may be needed by either party.

(d) In the event either party to this Purchase Agreement should default under any of the provisions of this Purchase Agreement and the non-defaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the non-defaulting party.

Section 9.3 Return of Facility.

Upon termination of this Purchase Agreement and Lease Agreement, the Lessee shall vacate the Site and Facility in good condition, repair, appearance and in working order and shall execute any and all documentation necessary to transfer the Lessee's interest in the Facility and the Site to the City. If the Lessee refuses to return the Facility in the manner designated, the City may repossess the Facility and charge the Lessee the costs of such repossession or pursue any remedy outlined in Section 8.2 hereof.

ARTICLE X

MISCELLANEOUS

Section 10.1 Notices.

All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered or certified form with postage fully prepaid to the addresses specified below; provided that City and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

To the City:

City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353
ATTN: City Clerk

To the Lessee:

INSERT NAME AND ADDRESS

Section 10.2 Binding Effect.

This Purchase Agreement shall inure to the benefit of and shall be binding upon the City and the Lessee and their respective successors and assigns.

Section 10.3 Severability.

In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.4 Amendment.

This Purchase Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by the Lessee and City.

Section 10.5 Captions.

The captions or headings in the Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section of clause in this Purchase Agreement.

Section 10.6 Further Assurances and Corrective Instruments.

The Lessee and the City agree that they will from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably be required for correcting any inadequate or incorrect description of the Facility lease or intended so to be, or for otherwise carrying out the expressed intention of this Purchase Agreement.

Section 10.7 Execution in Counterparts.

This Purchase Agreement may be simultaneously executed in several parts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 10.8 Applicable Law.

This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the City and Lessee have executed this Purchase Agreement all as of the date first written above;

LESSEE:

CITY:

By: _____

Jaron P. Rosien, Mayor

Print name and title

ATTEST:

Illa Earnest, City Clerk

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

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

Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this ____ day of _____, 2018, by _____, as _____ of LESSEE NAME.

Notary Public

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

GROUND LEASE

THIS GROUND LEASE (the "Lease") is entered into on this ____ day of _____, 2018, by and between the City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353 (the "City") and INSERT NAME AND ADDRESS (the "Lessee").

Section 1. The City and Lessee have entered into this Lease pursuant to which the City will lease the Site (hereinafter defined) to the Lessee. The City and Lessee have entered into a Lease Purchase Agreement, dated as of this ____ day of _____, 2018, (the "LPA") providing for the construction of the Park Improvements (as defined in the LPA) by the Lessee. At all times during the Term of this Lease (as defined herein), the City shall hold title to the Site, which is described herein on Exhibit "A", in fee simple subject to this Ground Lease.

Section 2. The City hereby leases the Site to the Lessee to have and to hold commencing on _____, 2018 and ending on _____, 2023, unless terminated earlier as hereafter provided. This Lease shall terminate on _____, 2013, unless the Lessee determines to terminate this Lease prior to such date at its discretion. Upon termination of this Lease for any reason as forth in this Lease, the Lessee shall execute and deliver to City such documents as City may request to evidence the termination of the Lessee's interest herein or in the Site and the transfer of the Lessee's rights to City.

Section 3. The Lessee shall pay the City rent in the amount of One Dollar (\$1.00) payable in one installment in advance of the commencement date thereof.

Section 4. The City covenants that the City is as of the commencement date of this Lease seized of a fee simple interest in the Site and has the full right to make this lease and that Lessee shall have quiet and peaceable possession of the Site during the term of this Lease.

Section 5. During the term of this Lease, the Lessee shall have the right to use the Site for any lawful purposes consistent with this Lease.

Section 6. The Lessee, during the Term of this Lease, shall have the right to construct on the Site such improvements thereto as may be required by the Lessee to enhance the use of the

Site for lawful purposes and to make alterations or additions or demolitions to the Site and such improvements constructed by the Lessee to remodel, rebuild and demolish the same. All such improvements constructed by the Lessee shall be and remain the property of the Lessee during the Term of this Lease.

Section 7. During the Term of this Lease, the Lessee shall comply with all applicable laws affecting the Site, and any improvement or buildings on the Site, the breach of which might result in the forfeiture of the City's title to the Site. The Lessee shall not commit waste on the Site except as necessary for the construction or improvements thereon.

Section 8. All water, gas, electricity, telephone or other public utility services used on or furnished to the Site and any buildings or improvements on the Site during the Term of this Lease shall be paid for by the Lessee.

Section 9. During the Term of this Lease, the Lessee shall keep the Site and any buildings or improvements on the Site free and clear from all mechanics' or materialmens' and other liens or for work or labor done, services performed, materials provided or furnished or to be used in or about the Site for or in connection with any operations of Lessee of any alteration, improvement, repair or addition which the Lessee may make or permit to be made, or any work or construction by, for, or permitted by the Lessee on or about the Site.

Section 10. Lessee shall indemnify, defend and hold the City harmless from any liabilities, costs, damages, claims, suits, judgments or expenses (including reasonable attorneys' fee and costs) (i) arising out of or connected with the construction, completion, use or occupancy of the Site by Lessee, or (ii) arising out of a breach of any representation or warranty of Lessee, or any obligation of Lessee imposed by this Lease, or (iii) arising out of any injury to persons or property occurring in or on the Site during the Term of this Lease, or (iv) arising out of any mechanics' lien claims of any Mechanic or other claims against the City by any Mechanic, except that such indemnification shall not apply in the case of any act or omission of the City that causes any of the foregoing.

Section 11. During the Term of this Lease, the Lessee shall not have the right to assign this Lease without prior written consent of the City. In the event that the City approves said assignment, the Lessee is still liable for any of the conditions and obligations of this Lease if the assignee fails to abide by the terms of this Lease. Any attempt to assign this Lease without prior written consent of the City shall be void and of no effect.

Section 12. Neither this Lease nor the leasehold estate of Lessee nor any interest of the Lessee in the Site or any building or improvements on the Site shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer or sale by operation of law in any manner whatsoever and any such attempted involuntary assignment, transfer, sale shall be void and of no effect.

Section 13. This Lease shall be binding on and shall inure to the benefit or and shall apply to the respective successors and assigns of the Lessee or City.

Section 14. If all or substantially all of the Site shall be appropriated or taken under the power of eminent domain by any person or public or quasi-public authority, the Lessee shall have the right to terminate this Lease as of the date of such taking on giving the City written notice of such election within thirty (30) days after such appropriation or taking, and in such event the Lessee shall be released from any further liability under this Lease as of the date of such appropriation or taking, and rent, taxes, and assessments shall be prorated as of such date. In the event of any such taking the award payable on account of such taking shall be allocated to the City and Lessee in accordance with the value of their respective interests in the Site and improvements thereof.

Section 15. Default.

15.1 If the Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms, conditions herein contained on its part to be observed, kept or performed, and such default shall continue for a period of thirty (30) days after written notice from City setting forth the nature of Lessee's default, then, and in any such event, the City shall, at its option, on written notice to Lessee to terminate this Lease and all rights of the Lessee hereunder shall thereupon cease, and the City, without further notice to Lessee, shall have the right to immediately to enter the Site and take possession thereof with or without process of law and to remove all personal property from the Site and all persons occupying the Site and in all respects take actual, full and exclusive possession of the Site, without incurring any liability to Lessee or to any persons occupying or using the Site for any damage caused or sustained by reason of such entry on the Site or such removal of such persons or property therefrom.

15.2 The provisions of Section 15.1 are subject to the following limitation: if by reason of force majeure the Lessee is unable in whole or in part to carry out its obligations under the Lease with respect to the Site, the Lessee shall not be deemed in default during the continuance of such inability. For purposes of this subparagraph, the term "force majeure" shall mean, without limitation, the following: acts of God, strikes, lockouts or other labor disturbances, acts of public enemies, orders or restraints of any governmental agency, insurrections, riots, landslides, floods, earthquakes, fires, floods, explosion or any other event not within the control of the Lessee and nor resulting from the negligence of the Lessee. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its obligations under this Lease.

Section 16. Ownership of the Site and Improvements Upon Termination.

Upon termination of this Lease for any reason, the City shall become the owner of the Site and any buildings or other improvements located on this Site. Lessee shall terminate this Lease upon conveyance of the Facility pursuant to the Lease Purchase Agreement.

Section 17. Waiver.

The waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to a waiver of any subsequent breach of the same or any other term covenant or condition hereof.

Section 18. Amendment.

This Lease shall not be amended or modified or terminated or canceled unless such amendment, modification, termination or cancellation is consented to in writing by both parties. Any such attempted amendment, modification, termination or cancellation without consent of both parties shall be void.

Section 19. Environmental Warranties.

City and Lessee represent and warrant that the following facts and conditions shall exist as of the time of this Lease:

(a) City or Lessee has not received any written notice from any governmental authority of noncompliance of the Site with any Environmental Laws;

(b) City or Lessee has not received any notice or notices of any pending or threatened administrative actions or suits relating to a violation or alleged violation of any Environmental Laws with respect to the Site;

(c) City or Lessee has not disposed of any Hazardous Materials which disposal could result in any liability for Lessee as a potentially responsible party under CERCLA, or its Iowa counterpart or analogous statute or regulations; and

(d) City and Lessee has no actual knowledge of any Hazardous Materials, is on or in the Site, except to the extent disclosed in an Environmental Assessment (as defined in the Lease Purchase Agreement)

Section 20. Indemnification.

City shall indemnify and hold the Lessee harmless from any liabilities, costs, damages, claims, suits judgments or expenses (including reasonable attorneys' fees and costs) incurred by Lessee, arising out of or in connection with the presence of Hazardous Materials on the Site which were not first released on the Site during the term of this Lease.

IN WITNESS WHEREOF, the City and Lessee have executed this Ground Lease all as of the date first written above;

LESSEE:

CITY:

By: _____

Jaron P. Rosien, Mayor

Print name and title

ATTEST:

Illa Earnest, City Clerk

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

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

Notary Public

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this ____ day of _____, 2018, by _____, as _____ of LESSEE NAME.

Notary Public

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



*215 E. Washington St.
Washington, IA 52353
319-653-6584 Phone
319-653-5273 Fax*

Memorandum

March 2, 2018

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "B. Hinson", is written next to the name "Brent Hinson" in the "From:" field.

Re: Bond Issuances

We have various items on the March 6 agenda related to bond issuances. We have a total of 3 public hearings and 5 resolutions related to the issuances. Finally, we have an engagement agreement with Ahlers & Cooney related to the General Obligation issuance and one with PFM on the revenue bond issuance.

Assuming adoption of the items, the bond sale for the G.O. issuances will be on March 20, with action at that evening's meeting. We had what seemed to be a favorable review from S&P this week regarding the bond rating, and will know for sure on this by the afternoon of March 9. The revenue bond issuance will probably take place in summer 2018.

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,100,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2018, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$1,100,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$1,100,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$1,100,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

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

PASSED AND APPROVED this 6th day of March, 2018.

Mayor

ATTEST:

City Clerk

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$2,300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2018, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$2,300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$2,300,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$2,300,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

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

PASSED AND APPROVED this 6th day of March, 2018.

Mayor

ATTEST:

City Clerk

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,850,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS ", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2018, at this place.

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

AYES: _____

NAYS: _____

WHEREUPON, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$1,850,000 LOCAL OPTION SALES AND SERVICES
TAX REVENUE BONDS

WHEREAS, pursuant to notice published as required by law, a public meeting and hearing has been held upon the proposal to institute proceedings for the issuance of not to exceed \$1,850,000 Local Option Sales and Services Tax Revenue Bonds for the purpose of paying costs of construction of a new fire station, including site work, furnishing and equipping, together with miscellaneous related work, and the extent of objections received from residents or property owners as to said proposed issuance of bonds has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this governing body does hereby institute proceedings and takes additional action for the sale and issuance in the manner required by law of not to exceed \$1,850,000 Local Option Sales and Services Tax Revenue Bonds for the foregoing purpose.

Section 2. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2, because the City Clerk reasonably expects to reimburse with the proceeds of the Bonds, all or a portion of original expenditures incurred in connection with the above purpose.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the sale of said bonds, to select a date for the sale 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 sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this 6th day of March, 2018.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,180,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018A, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,180,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018A, AND LEVYING A TAX FOR THE PAYMENT THEREOF

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

WHEREAS, the Issuer is in need of funds to pay costs of:

a) 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; and

b) aiding in the planning, undertaking, and carrying out of urban renewal projects, including the Wellness Park project,

(the "Project"), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, Series 2018A, in the amount of \$3,180,000 be issued; and

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

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

Section 1. Authorization of the Issuance. General Obligation Capital Loan Notes, Series 2018A, in the amount of \$3,180,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.24A, 384.25, 384.26 and 384.28 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Washington, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$532,300	2018/2019
\$443,029	2019/2020
\$340,111	2020/2021
\$343,979	2021/2022
\$347,338	2022/2023
\$345,081	2023/2024
\$347,281	2024/2025
\$168,694	2025/2026
\$164,634	2026/2027
\$170,392	2027/2028
\$170,682	2028/2029
\$165,676	2029/2030
\$170,561	2030/2031

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

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

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

PASSED AND APPROVED this 6th day of March, 2018.

Mayor

ATTEST:

City Clerk

ENGAGEMENT AGREEMENT

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers and Cooney, P.C., in its capacity as Bond Counsel, to the City of Washington, Iowa (the "Issuer") in connection with the issuance of not to exceed \$1,850,000 Local Option Sales and Services Tax Revenue Bonds (the "Bonds").

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

1. Prepare and review documents related to the authorization, issuance and delivery of the Bonds (the "Proceedings").
2. After proper approval and execution of the Proceedings, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment with regard to the legality of the security pledged, and the excludability of interest on the Bonds from gross income for federal tax purposes, as applicable.
3. Review those sections of any offering or disclosure documents (the "Offering Documents") to be disseminated in connection with the sale of the Bonds related solely to the description of the Bonds, the legal basis for the security pledged, the tax-exempt status of the Bonds, and excerpts, summaries or copies of the Bond Opinion; and in the event Issuer retains separate Disclosure Counsel we will coordinate with said Disclosure Counsel in regards to the above-identified information we are reviewing in the Offering Documents.
4. Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
5. Prepare procedure to advertise and direct the sale of Bonds when we are advised that a particular issue of Bonds will be sold at public sale, and prepare procedure accepting a proposal to purchase the Bonds when we are advised that the sale of a particular issue of Bond will accomplished by negotiated sale.
6. Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
7. Prepare an IRS Form 8038-G or 8038-GC, when applicable.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser thereof or other persons, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws

relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. This Engagement Agreement does not include the following services, or any other matter not required to render our Bond Opinion:

- a. Except as described in paragraph (3) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. This engagement does not include the services of Disclosure Counsel.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the Securities and Exchange Commission.
- c. Drafting state constitutional or legislative amendments.
- d. Pursuing test cases or other litigation, such as contested validation proceedings.
- e. Except as described in paragraph (6) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer’s continued compliance with the undertaking.
- f. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- g. After Closing a particular issue of Bonds, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on that issue of Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of the above duties.

Services listed in subparts (h)–(k), below, are not included in this Engagement Agreement, nor will they be provided at any time.

- h. Acting as an underwriter, or otherwise marketing the Bonds.
- i. Acting in a financial advisory role.
- j. Preparing blue sky or investment surveys with respect to the Bonds.
- k. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon our receipt of notification that Bond Counsel services are requested under this Engagement Agreement, the Issuer will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Each representation of the Issuer and the attorney-client relationship for the Bonds created by this Engagement Agreement will be concluded upon issuance of that respective issue of Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

FEES

We will charge a flat fee of \$6,800 for services rendered under this Agreement. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above, but we will do so in the event that circumstances require. If, at any time, we believe that an adjustment of our flat fee is necessary during an engagement as Bond Counsel for a particular issuance of Bonds, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds to be issued differs significantly from the amount stated at the time we advise you of our fee; (b) there are material changes in the structure, security or opinion from the description of the Bonds after we advise you of our fee; or (c) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of Bonds.

In addition to the flat fee, we will bill you for all expenses incurred on your behalf, such as travel cost reimbursement, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research, bond printing, and other related expenses. Generally these expenses will not exceed \$600. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after each particular issue of Bonds have been closed and is due and payable within thirty (30) days of receipt.

If, for any reason, you terminate the engagement on a particular issue of Bonds covered by this Agreement before closing a particular issue of Bonds are not issued for any reason, or the Bonds are issued without the delivery of our Bond Opinion, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal hourly rates for those attorneys and legal assistants who have performed such services. We will also then bill you for all expenses we have incurred as outlined above. My current hourly rate is \$315. Work performed by associates will be billed at \$220 per hour. Services performed on your behalf by legal assistants will be billed at \$120 per hour.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If the above correctly reflects the terms of this engagement, please obtain approval by your governing body, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

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

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

R. Mark Cory
FOR THE FIRM

Accepted:

City of Washington, State of Iowa*

By: _____ Date: _____

*Approved by Motion or Resolution No. _____ of the governing body on _____, 2018.



January 23, 2018

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

Dear Brent,

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to City of Washington, Iowa (the "Client") in connection with the issuance of approximately \$1,845,000 Local Option Sales and Services Tax Revenue Bonds, Series 2018B. PFM will provide, upon request of Client, financial planning and debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

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

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

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

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for



necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

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

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

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

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

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

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in



connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

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

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

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

Sincerely,

PFM FINANCIAL ADVISORS LLC

Jon Burmeister
Managing Director

Owen Gerard
Senior Managing Consultant



EXHIBIT A SCOPE OF SERVICES

Financial planning and debt issue development services (Includes short term financings, bonds, loans, letters of credit and line of credit). Upon the request of Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cashflow requirements, if necessary.
- If appropriate, develop credit rating presentation and coordinate with Client the overall presentation to rating agencies.
- Assist Client in the procurement of other services relating to debt issuance such as printing, escrow agent, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist Client in the preparation of the offering document, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with Client.
- Provide regular updates of bond market conditions and advise Client as to the



most advantageous timing for issuing its debt.

- Advise Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction.
- Preparation and delivery of bond financing record to Client.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees

For financial planning and debt issue development services related to the issuance of approximately \$1,845,000 Local Option Sales and Services Tax Revenue Bonds, Series 2018B, PFM will be paid a one-time fee of \$20,250, payable upon closing.

2. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage, internet posting and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



EXHIBIT C
INSURANCE STATEMENT

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

2. Insurance Company & AM Best Rating

Professional Liability (E&O).....	Endurance American Specialty Insurance; (A+; XV)
.....	XL Specialty Insurance Company; (A; XV)
.....	Continental Casualty Company; (A; XV)
.....	Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond.....	Federal Insurance Company; (A++; XV)
Cyber Liability.....	Indian Harbor Insurance Company (A; XV)
General Liability.....	Great Northern Insurance Company; (A++; XV)
Automobile Liability.....	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability.....	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

City of WASHINGTON, Iowa

The City Council will conduct a public hearing on the proposed Budget at 115 W Washington Street
on 3/6/2018 at 6:00 pm
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 15.82079
The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

319-653-6584
phone number

Illa Earnest
City Clerk/Finance Officer's NAME

		Budget FY 2019	Re-estimated FY 2018	Actual FY 2017
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,677,676	3,526,847	3,599,326
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,677,676	3,526,847	3,599,326
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	269,338	258,993	199,134
Other City Taxes	6	910,116	810,000	852,133
Licenses & Permits	7	112,375	112,383	107,078
Use of Money and Property	8	154,788	167,577	114,893
Intergovernmental	9	2,189,524	2,490,093	2,286,406
Charges for Fees & Service	10	5,165,822	5,090,928	4,637,452
Special Assessments	11	120,000	15,000	57,833
Miscellaneous	12	393,840	448,427	1,022,864
Other Financing Sources	13	1,070,488	7,992,633	119,028
Transfers In	14	5,841,761	5,941,823	5,434,626
Total Revenues and Other Sources	15	19,905,728	26,854,704	18,430,773
Expenditures & Other Financing Uses				
Public Safety	16	1,958,420	1,869,579	1,891,857
Public Works	17	1,260,916	1,324,447	1,195,788
Health and Social Services	18	0	0	0
Culture and Recreation	19	895,100	876,549	854,991
Community and Economic Development	20	92,037	67,042	91,621
General Government	21	1,032,722	1,095,298	997,672
Debt Service	22	1,380,989	1,170,097	1,223,408
Capital Projects	23	5,689,075	1,895,904	2,556,044
Total Government Activities Expenditures	24	12,309,259	8,298,916	8,811,381
Business Type / Enterprises	25	6,594,758	9,300,062	4,698,133
Total ALL Expenditures	26	18,904,017	17,598,978	13,509,514
Transfers Out	27	5,841,761	5,941,823	5,434,626
Total ALL Expenditures/Transfers Out	28	24,745,778	23,540,801	18,944,140
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-4,840,050	3,313,903	-513,367
Beginning Fund Balance July 1	30	10,080,148	6,766,245	7,279,612
Ending Fund Balance June 30	31	5,240,098	10,080,148	6,766,245

92-887

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

Resolution No.: _____

The City of: WASHINGTON

County Name: WASHINGTON

Date Budget Adopted: _____

(Date) xx/xx/xx

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

319-653-6584

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2017 Property Valuations

	With Gas & Electric	Without Gas & Electric	Last Official Census
Regular	2a <u>234,543,488</u>	2b <u>230,111,657</u>	7,266
DEBT SERVICE	3a <u>242,388,259</u>	3b <u>237,956,428</u>	
Ag Land	4a <u>2,905,180</u>		

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General Levy	5 1,899,802	1,863,904	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14 103,999	102,034	52 0.44341
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 2,003,801	1,965,938	
384.1	3.00375	Ag Land	26 8,726	8,726	63 3.00375
Total General Fund Tax Levies (25 + 26)			27 2,012,527	1,974,664	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 63,327	62,130	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 794,366	779,356	3.38686
Rules	Amt Nec	Other Employee Benefits	31	0	0
Total Employee Benefit Levies (29,30,31)			32 794,366	779,356	65 3.38686
Sub Total Special Revenue Levies (28+32)			33 857,693	841,486	
Valuation					
386	As Req	With Gas & Elec	Without Gas & Elec		
	SSMID 1 (A)	(B)		34	66 0
	SSMID 2 (A)	(B)		35	67 0
	SSMID 3 (A)	(B)		36	68 0
	SSMID 4 (A)	(B)		37	69 0
	SSMID 5 (A)	(B)		555	565 0
	SSMID 6 (A)	(B)		556	566 0
	SSMID 7 (A)	(B)		1177	### 0
	SSMID 8 (A)	(B)		1185	### 0
Total Special Revenue Levies			39 857,693	841,486	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 877,572	861,526	70 3.62052
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
Total Property Taxes (27+39+40+41)			42 3,747,792	3,677,676	72 15.82079

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

WASHINGTON

Fund Balance Worksheet for City of

		(1) Annual Report FY 2017		(2) Re-Estimated FY 2018		(3) Budget FY 2019		Total Government (H)	Proprietary (I)	Grand Total (J)
		General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)			
1	Beginning Fund Balance July 1 (pg 5, line 134) *	1,227,204	1,160,936	630	4,964	2,314,586	218,674	4,926,994	2,352,618	7,279,612
2	Actual Revenues Except Beg Bal (pg 5, line 132) *	4,134,232	2,877,550	199,134	1,195,395	3,588,813	0	11,995,124	6,435,649	18,430,773
3	Actual Expenditures Except End Bal (pg 12, line 259) *	4,155,614	2,722,557	199,764	1,196,790	4,026,034	218,674	12,519,433	6,424,707	18,944,140
4	Ending Fund Balance June 30 (pg 12, line 270) *	1,205,822	1,315,929	TIF Special Rev	3,569	1,877,365	0	4,402,685	2,363,560	6,766,245
		General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
5	Beginning Fund Balance	1,205,822	1,315,929	0	3,569	1,877,365	0	4,402,685	2,363,560	6,766,245
6	Re-Est Revenues	4,449,447	2,549,066	258,993	1,173,453	7,420,488	0	15,851,447	11,003,257	26,854,704
7	Re-Est Expenditures	4,488,482	2,853,531	258,993	1,111,832	3,357,528	0	12,070,366	11,470,435	23,540,801
8	Ending Fund Balance	1,166,787	1,011,464	TIF Special Rev	65,190	5,940,325	0	8,183,766	1,896,382	10,080,148
		General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
9	Beginning Fund Balance	1,166,787	1,011,464	0	65,190	5,940,325	0	8,183,766	1,896,382	10,080,148
10	Revenues	4,449,198	2,947,041	269,338	1,095,935	2,984,333	0	11,745,845	8,159,883	19,905,728
11	Expenditures	4,567,395	3,170,887	269,338	1,157,490	7,277,825	0	16,442,935	8,302,843	24,745,778
12	Ending Fund Balance	1,048,590	787,618	0	3,635	1,646,833	0	3,486,676	1,753,422	5,240,098

* The figures in section (1) are taken from FORM F-66(IA-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30.

** The remaining two sections are filled in by the software once ALL worksheets are completed.

RESOLUTION NO. _____

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

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

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

The property of Alexander and Brenda Prada at 1511 Highland Ave. for the amount of \$40.00. Legal description (WASHINGTON HOUSING INITIATIVE ADD). Parcel Number (11-08-410-016).

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

The property of Nick Luke at 415 W. Main St. for the amount of \$40.00. Legal Description (03 03 ADD TO WASH). Parcel Number (11-17-311-002).

The property of Brent and Heather Shadden at 635 W. Washington Blvd. for the amount of \$40.00. Legal Description (SW WASH LOT 7 & N 40.25 FT). Parcel Number (11-18-477-001).

The property Of Jackie Farr at 914 E. 3rd St. for the amount of \$40.00. Legal Description (12 SMOUSES E SID ADD W 55 FT). Parcel Number (11-17-426-013).

and,

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

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

Passed and Approved this 6th day of March, 2018.

Jaron Rosien, Mayor

Attest:

Illa Earnest, City Clerk