



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE NICOLA-STOUFER ROOM.
PUBLIC LIBRARY AT 115 W. WASHINGTON STREET
AT 5:30 P.M., TUESDAY, DECEMBER 3, 2019

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 5:30 P.M., Tuesday, December 3, 2019 to be approved as proposed or amended.

Consent:

1. Council Minutes November 19, 2019
2. PamPanm, LLC, 2019-2020 Sidewalk Replacement Program, \$5,800.00
3. Washington Chamber of Commerce Reimbursement for Summer Photo Contest Winners, \$400.00
4. Bolton & Menk, Taxilane for Fuel Facility, \$9,981.50
5. Farnsworth Group, Fire Station Project, \$8,284.31
6. Farnsworth Group, City Hall/Police Project, \$1,701.42
7. Garden & Associates, S. 15th Paving, Storm Sewer, Sanitary Sewer, Water Main, \$1,856.48
8. Washington County Auditor, Regular City-School Election Costs, \$3,494.95
9. Gary and Joan Beckman, 1580 W. 5th Street, Application for Tax Abatement.
10. Department Reports

Consent – Other:

Claims & Financial Reports:

Claims for December 3, 2019

SPECIAL PRESENTATION

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

UNFINISHED BUSINESS

- Discussion and Consideration of the First Reading of Alliant Energy Agreement for Gas Franchise. **(Tabled 09/17/2019)** Remains tabled.
- Discussion and Consideration of the First Reading of Alliant Energy Agreement for Electric Franchise. **(Tabled 09/17/2019)** Remains tabled.
- Discussion and Consideration of a Resolution Accepting Water Treatment Plant Improvements Project as Completed. **(Tabled 09/17/2019)**
- Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 40 of the Code of Ordinances – Public Peace (Add Disorderly House Provision)l **(tabled 11-05-2019)**

NEW BUSINESS

1. Discussion and Consideration of a Resolution of Time and Material Costs on S.15th Ave.
2. Discussion and Consideration of a Proposal for Technical Services for W. Washington Blvd. Brick Paving Project.
3. Discussion and Consideration of a Resolution Setting a New Regular Council Meeting Location.
4. Discussion and Consideration of a Resolution Correcting Resolution No. 2019-117 Regarding Eligible Debts for Fiscal Year 2021.
5. Discussion and Consideration of a Resolution Accepting the South Water Tower Improvements Project as Completed.
6. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer.
7. Discussion and Consideration of Second Reading of a TIF Ordinance (Washington Business Park)
8. Discussion and Consideration of Third Reading of an Ordinance Adopting the Code of Ordinances Supplement of the City of Washington, Iowa.
9. Discussion and Consideration of Third Reading of an Ordinance Amending Chapter 69 “Downtown Parking”

DEPARTMENTAL REPORT

Police Department
 City Attorney
 City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor

Brendan DeLong
Steven Gault
Elaine Moore
Danielle Pettit-Majewski
Fran Stigers
Millie Youngquist

ADJOURNMENT

2019 GOAL-SETTING SESSION

Midwest Municipal Consulting, LLC – Elizabeth Hansen

Motion by Pettit-Majewski, seconded by Stigers, to approve consent – other item 1. Gault voted no. DeLong abstained with conflict. Motion carried.

Motion by Pettit-Majewski, seconded by Stigers, to approve consent – other item 2. Motion carried. DeLong abstained with conflict.

Motion by Pettit-Majewski, seconded by Stigers, to approve payment of the claims except Washington County Public Health. Motion carried.

Motion by Gault, seconded by Youngquist, to approve payment of the Washington County Public Health claim. Motion carried. Pettit-Majewski abstained with conflict.

Finance Director Kelsey Brown gave the financial reports for October, 2019. Motion by Youngquist, seconded by Moore, to accept the financial reports for October, 2019. Motion carried.

Motion by Pettit-Majewski, seconded by Moore, to approve the request for the Jingle Bell 5k Fun Run, November 30, 2019 9:00 a.m. Motion carried.

Discussion and Consideration of the First Reading of Alliant Energy Agreement for Gas Franchise. **(Tabled 09/17/2019)** Remains tabled.

Discussion and Consideration of the First Reading of Alliant Energy Agreement for Electric Franchise. **(Tabled 09/17/2019)** Remains tabled.

Discussion and Consideration of a Resolution Accepting Water Treatment Plant Improvements Project as Completed. **(Tabled 09/17/2019)** Remains tabled.

Discussion and Consideration of a Second Reading of an Ordinance Amending Chapter 40 of the Code of Ordinances – Public Peace (Add Disorderly House Provision). **(Tabled 11-05-2019)** Remains tabled.

Motion by Gault, seconded by DeLong, to approve the Resolution Approving a Site Plan (Toma Properties). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-108)**

Motion by Stigers, seconded by Youngquist, to approve the Resolution Adopting Final Plat (Prairie Ridge Subdivision). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-109)**

Motion by Youngquist, seconded by Stigers, to approve the Resolution of Support and Financial Commitment for Main Street Washington. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-110)**

Motion by Pettit-Majewski, seconded by Youngquist, to approve the Resolution Establishing a New Residential Development Fund 315. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-111)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Resolution Approving a Gas Facilities Agreement with Alliant Energy (South 15th Project). Roll call on motion: Ayes: DeLong,

Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-112)**

Motion by Stigers, seconded by Gault, to approve the Resolution Approving an Electric Facilities Agreement with Alliant Energy (South 15th Project). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-113)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve Change Order #2 for South Water Tower Project. Motion carried.

Motion by Pettit-Majewski, seconded by Moore, to approve the Employee Health Insurance Renewal for 2020. Motion carried.

Motion by Youngquist, seconded by Moore, to approve the FY19 Annual Financial Report. Motion carried.

Motion by Pettit-Majewski, seconded by Gault, to approve the Resolution Certifying an Internal Debt & Related Promissory Note – Road Use. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-114)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Resolution Certifying an Internal Debt & Related Promissory Note – Business Park. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-115)**

Motion by Pettit-Majewski, seconded by Youngquist, to approve the Resolution Certifying an Internal Debt & Related Promissory Note – 2019 Linda Lou's and 2018 Goncho Apartments. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-116)**

Motion by DeLong, seconded by Pettit-Majewski, to approve the Resolution Obligating and Appropriating Urban Renewal Tax Revenue Funds for the Repayment of Eligible Debts for Fiscal Year 2021. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-117)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve the FY19 State TIF Report. Motion carried.

Motion by Pettit-Majewski, seconded by Gault, to approve the first reading of a TIF Ordinance (Washington Business Park). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Resolution Authorizing Amendment #2 to the Development Agreement with PamPanm, LLC (123 E. 2nd Street). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-118)**

Motion by Moore, seconded by Youngquist, to approve the Resolution Setting Aside the Special Assessment Process (East Washington Street Sidewalk). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-119)**

Motion by Stigers, seconded by Youngquist, to approve the Resolution Adopting a Purchase Agreement and Option Agreement (Bell Land). Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2019-120)**

Motion by Youngquist, seconded by Pettit-Majewski, to approve the second reading of an Ordinance Adopting the Code of Ordinances Supplement of the City of Washington, Iowa. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Moore, seconded by Youngquist, to approve the second reading of an Ordinance Amending Chapter 69 "Downtown Parking". Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Councilor Youngquist left the meeting at 7:05 p.m.

Motion by Gault, seconded by Stigers, that the Regular Session held at 6:00 P.M., Tuesday, November 19, 2019, is adjourned. Motion carried.

Kelsey Brown, Finance Director

2019-20 Sidewalk Replacement Program

Property Owner: ^m Panm, LLC _____

Property Address: 123 E. 2nd St. _____

Property Owner Address: 123 E. 2nd St. _____

Washington, IA 52353 _____

Amount Due to Property Owner

Square Footage: 1,450.00 x \$4 a square foot = \$ 5,800.00

Authorized by:  _____ Date: November 25, 2019

Account Number: 311-6-7500-6799

WASHINGTON CHAMBER OF COMMERCE

205 W. Main Street
Washington, IA
52353

"One of THE BEST Small Towns in America"

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

Phone (319) 653-3272

E-mail: michelle@washingtioniowa.org

INVOICE

Invoice Date: 11/22/2019

Invoice Number: 2019-463

DESCRIPTION	PRICE EACH	QUANTITY	AMOUNT
\$10 Chamber Bucks for Summer Photo Contest Winners (\$250, \$100, \$50)	10.00	40	400.00

Please mark your billing preference

I prefer standard MAIL

Save a stamp, please E-MAIL invoices!

Send invoices to this email:

www.chamber.washingtioniowa.org

Balance Due \$400.00





Real People. Real Solutions.

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

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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

October 31, 2019
 Project No: T51.117678
 Invoice No: 0241845

Washington/Taxilane for Fuel Facility

Taxilane for Fuel Facility Construction Phase

Construction Services (002)

Professional Services

	Hours	Amount	
Administrative	.50	43.00	
Design Engineer	29.50	3,776.00	
Project Engineer	27.00	3,442.50	
Project Manager	17.00	2,720.00	
Totals	74.00	9,981.50	
Total Labor			9,981.50

Billing Limits

	Current	Prior	To-Date	
Total Billings	9,981.50	19,160.25	29,141.75	
Limit			71,900.00	
Remaining			42,758.25	
		Total this Task		\$9,981.50
		Total this Invoice		\$9,981.50



Brent Hinson
 City of Washington, IA
 City of Washington
 215 East Washington Street
 Washington, IA 52353

November 18, 2019
 Project No: 017055.DA
 Invoice No: 212079

Invoice Total \$8,284.31

Project 017055.DA Washington Fire Station
Professional Services for Period Ending October 31, 2019
Professional Services

Billing Phase	Fee	% Comp	Earned	Previous Fee Billing	Current Fee Billing
Construction Administration	21,312.50	100.00	21,312.50	17,825.78	3,486.72
October Additional CA Services	4,560.00	100.00	4,560.00	0.00	4,560.00
Total Fee	25,872.50		25,872.50	17,825.78	8,046.72
	Total Fee				8,046.72

Reimbursable Expenses

Mileage					
10/1/2019	Doggett, Nathan	Job Mtg & Field Obs		77.16	
	Total Reimbursables			77.16	77.16

In House Expenses

Mileage				160.43	
	Total In House Expenses			160.43	160.43

Total this Invoice \$8,284.31

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check. For Billing Inquiries, please call: 309-663-8435 or 314-962-7900
 1 1/2% Interest Monthly After 30 Days www.f-w.com FEIN#: 37-1123236
 Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable



Brent Hinson
 City of Washington, IA
 City of Washington
 215 East Washington Street
 Washington, IA 52353

November 15, 2019
 Project No: 019001.DA
 Invoice No: 212034

Invoice Total \$1,701.42

Project 019001.DA Washington City Hall & Police Station

Professional Services for Period Ending October 31, 2019

Professional Services

Billing Phase	Fee	% Comp	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	28,349.50	100.00	28,349.50	28,349.50	0.00
Bidding and Negotiations	5,906.00	100.00	5,906.00	5,906.00	0.00
Construction Administration	29,532.00	13.00	3,839.16	2,214.90	1,624.26
Total Fee	63,787.50		38,094.66	36,470.40	1,624.26
	Total Fee				1,624.26

Reimbursable Expenses

Mileage					
10/1/2019	Doggett, Nathan	Precon Mtg		77.16	
	Total Reimbursables			77.16	77.16

Total this Invoice \$1,701.42

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

www.f-w.com

FEIN#: 37-1123236

Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

November 25, 2019
Invoice No: 38923

Project 5016276 Washington - 15th Ave Paving, Storm Sewer, Sanitary Sewer, Water Main.
Client ID #20040

Professional Services for the Period: October 18, 2019 to November 21, 2019

Professional Services

	Hours	Rate	Amount	
Principal Engineer	3.00	145.00	435.00	
Surveyor 1	1.00	118.00	118.00	
Surveyor 3	6.00	96.00	576.00	
Technician #4	6.00	81.00	486.00	
Totals	16.00		1,615.00	
Total Professional Services				1,615.00

Unit Billing

Mileage			61.48	
Robot Total Station Equipment			180.00	
Total Units			241.48	241.48

Total Project Invoice Amount \$1,856.48

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

INVOICE

Illa Earnest
Washington City Clerk
PO Box 516
Washington, IA 52353

Remit to:

WASHINGTON COUNTY AUDITOR
PO BOX 889
WASHINGTON, IOWA 52353

Date: November 26, 2019

DESCRIPTION	AMOUNT	BALANCE
Regular City-School Election Costs – November 5, 2019		
Pro-rata share of:		
Newspaper publications	\$ 85.61	
Auditor - printing registers/supplies/postage/mileage	47.91	
Adkins – programming/printing ballots	3,087.68	
Election officials – wages/mileage	<u>273.75</u>	
TOTAL	\$3,494.95	
City of Washington - BALANCE DUE		\$3,494.95
sm		

APPLICATION FOR TAX ABATEMENT UNDER THE
WASHINGTON URBAN REVITALIZATION PLAN FOR
WASHINGTON, IOWA

X Prior Approval for Intended Improvements

_____ Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE WASHINGTON
URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

Residential

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

Commercial/Industrial

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- 1) First Year – 75% Exemption
- 2) Second year – 60% Exemption
- 3) Third Year – 45% Exemption
- 4) Fourth Year – 30% Exemption
- 5) Fifth Year – 15% Exemption

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.

Address of Property: 1580 W 5th St. Washington Iowa 52363

Legal Description: All that part of the South four and one-half (41/2) acers of the Southwest Quarter (SW1/4) of the Southwest Fractional Quarter (SWfr1/4) of Section Seven (7), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, which lies East of the Road known as the Township Line Road, except the East three hundred ninety – four (394) feet thereof;
ALSO, all that part of the Northwest Quarter of the Northwest Quarter of Section Eighteen (18) lying North and East of the public highways as now located over and across said tract and lying West of a line commencing at a point three hundred ninety-four (394) feet west of the Southeast corner of Lot Five (5) in Auditor's Subdivision of the West Fractional Half of the Southwest Quarter of Section Seven (7), as shown by Plat Book 4, page 240, and running thence South to the North line of the public highway on a line parallel to a southerly extension of the East line of said Lot Five; all in Township Seventy – five (75) North, Range Seven (7) West of the fifth P. M. ; in Washington County, Iowa.

Title Holder or Contract Buyer: Gary Robert Beckman & Joan Corrinne Beckman

Address of Owner (if different than above): 1114 Duck Creek Dr Iowa City Ia. 52246
until our New Home is in place on site 1580 W 5th St. Washington Ia.

Phone Number (to be reached during the day): 319 – 430 – 1529

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to _____ [insert date of adoption of the Plan]? Yes ___ No X

Existing Property Use: Residential Commercial Industrial Vacant

Proposed Property Use: New House and a New Shed for Camper, Boat and Antique Tractors and Trailers for Boat Flat Bed trailer for Tractors and trailer for motorcycle

Nature of Improvements: New Construction Addition General Improvements

Specify: New Modular Home, New car garage added to Home, New Pole building

Permit Number(s) from the City of Washington Building Department

Date Permit(s) Issued: 1 permit on 09/11/2019 4 permits 10/31/2019

Permit(s) Valuation: 1 permit = \$650.00 4 permits = \$2,321.33 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 09/2020

Estimated or Actual Cost of Improvements:

\$447,038.00

Signature: Gary Robert Beckman

Name (Printed) Gary Robert Beckman

Title: Owners

Company: _____

Date: 11/12/19

FOR CITY USE

CITY COUNCIL	Application Approved/Disapproved
	Reason (if disapproved) _____
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Noneligible for Tax Abatement _____
	Assessor _____ Date _____

* Example: To receive a full 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION



Zoning Permit Application

Applicant's Signature: _____

Permit Amount: \$ 1,961.33 Permit #: 19-300

Valuation of Project: \$ 394,650.00

Date Permit Issued 10 / 31 / 19

Authorized By: *Steve Donnelly* Digitally signed by Steve Donnelly
DN: cn=Steve Donnelly, o=City of Washington,
ou=Development Services,
email=sdonnolly@washingtioniowa.gov, c=US
Date: 2019.10.31 12:06:16 -0500

SECTION 1. GENERAL INFORMATION

Property Owner: Gary Beckman Phone Number (319) 430 - 1529

Address of Property Owner: 1114 Duck Creek Drive Iowa City, IA 52246

SECTION 2. SITE & CONSTRUCTION INFORMATION

Zoning District B-2

Address of site: 1580 W. 5th St. Use of Property residential

Change in use: yes no if yes, from bare lot to house and garage

Class of work: New Addition Remodel Repair

Setbacks of Structure: Front yard ___ ft. Side yard (1) ___ ft. (2) ___ ft. Rear yard ___ ft.

Height of structure ___ ft. Construction Dimensions ___ x ___ = 0 Sq. Ft.

Describe Work: Attached garage to manufactured home and construct a detached garage

Work will be preformed by: Homeowner Contractor (supply information below)

Contractor: Davis Homes Contact Number (319) 986 - 6198

ZONING ADMINISTRATOR

Setback/pin verification: Preconstruction by: Steve Donnelly Date: 9 / 11 / 19

(If required) Construction by: _____ Date: ___ / ___ / ___

Inspection Notes: _____

Building Inspections: Steve Donnelly (W) 319-653-6584 ext. 124 or (c) 319-458-0190
sdonnolly@washingtioniowa.gov

Elm Grove & Woodlawn Cemeteries

Council Report for October 2019

By Nicholas Duvall

This month we mowed Elm Grove and Woodlawn both three times. We trimmed back all the bushes, and cut off the flowers that wilted after the frost. I finished fall herbicide application to the grass in both cemeteries. We settled and seeded fall graves and low areas that we hauled dirt to. We trimmed trees at Woodlawn. We also dug out volunteer trees at both cemeteries. We put up snow fence at Elm Grove, and got all snow equipment out and ready to go. I plowed snow once at the Airport on Halloween. We got all the weed trimmers and power equipment ready for winter storage. We also replaced 2 foundations that we had to pull out for burials.

We have had 3 funerals at Elm Grove this month, 61 for the year so far. In November, we plan to continue with funeral services, mulching trees, finish mowing and mulch leaves, finish seeding graves before winter, and trim trees. We will also be working on cemetery records updating as time allows. Thank you.

Elm Grove & Woodlawn Cemeteries

Council Report for November 2019

By Nicholas Duvall

This month we mowed Elm Grove and Woodlawn both once. We mulched leaves a couple of times after they have fallen in both cemeteries. We settled fall graves and topped them off with dirt. I plowed snow twice at the Airport. One of my seasonal workers went to M/C to help with leaf vac, the other 2 seasonal employees last day was 11/8. I marked out 14 foundations for new installation.

We have had 12 funerals at Elm Grove this month, 73 for the year so far. In December, we plan to continue with funeral services, plowing snow as needed, mulching leaves if possible, settling fall graves, and start on mower services. We will also be working on cemetery records updating as time allows. Thank you.

Emerald Ash Borer Committee Update October 2019

The EAB committee began meeting in April 2017, and since that time we have had 16 meetings at City Hall. We have presented a plan to City Council, for which they adopted, that consists of City crews removing smaller trees, and contracting out the rest of the trees as long as the bids are reasonably priced.

In FY18, we have had contractors remove 46 Ash trees, and 33 condition #1 hazard (non-ash) trees at an average of \$507.28/tree (\$40,075.00 for 79 trees). The City crews have removed 32 Ash trees, and 9 condition #1 hazard (non-ash) trees. Alliant Energy's tree trimming crew took down 1 Ash tree also while trimming overhead power lines.

In FY19, we have had contractors remove 127 Ash trees and 14 condition #1 hazard (non-ash) trees at an average of \$514.68/tree (\$72,570.00 for 141 trees). We also had one group of 18 stumps ground by contractors for \$950.00 (\$52.78/stump). City crews have removed 15 Ash trees also.

In FY20, we have had contractors remove 1 Ash tree that got missed at Sunset Park (my fault for overlooking it on the maps), at a cost of \$975.00. We also had one group of 15 stumps ground at a cost of \$1,210.00 (average of \$80.67/stump).

In total, we had contractors remove 174 Ash trees, and 47 hazard trees. M/C crew removed 47 Ash trees, and 9 hazard trees. Alliant Energy removed 1 tree. A total of 221 Ash trees, and 56 hazard trees were removed from city property and right-of-ways. As some of you may remember, there were more Ash trees than 221 when we began, but a few were hazard trees also so they are counted as hazard trees. There were also some right-of-way Ash trees in removed by adjacent property owners, thus the difference in numbers from beginning to end. There have been several areas where we also had to remove sidewalks to get stumps ground out. These sidewalks were trip hazards as well, and their replacements will accompany the sidewalk program.

There are not any Ash trees left in City right-of-ways, cemeteries, or parks except for one at the pool inside the fence and one in Central Park (both of these have been treated). We will continue to be monitoring all other trees for potential hazard trees as they may arise.

As a committee, we are pleased with the progress we have made getting these trees removed in a timely manner. We are also very satisfied with the costs associated with this project. When we began meeting, we were projecting an average of \$1000.00/tree for removal, but our average for contracted trees was \$514.12/tree (\$113,620.00 for 221 trees). We also had stumps ground for an average of \$65.45/stump (\$2,160.00 for 33 stumps). We had originally projected this to be a \$250,000 - \$300,000 project over approximately 5 years, yet we have completed this project in a little over 2 years at \$115,780.00 for trees and stump removals.

I would also like to thank everyone on this EAB committee for their help and input. The committee members include Andy Dahl, Don Pfeiffer, Marde McConnell, JJ Bell, Steve Donnolly, Brent Hinson, Nick Pacha, and me, as committee chair. A special thank you is due to Andy Dahl, for putting together a great tree inventory, from which this process was made possible. Also, thank you, to the City Council members for supporting this project.

Please let us know of any questions or comments. Thank you.

Sincerely,

Nicholas Duvall (Committee Chair)

Cemetery Sexton

Elm Grove & Woodlawn Cemetery

319-653-3927 Office 319-461-1490 Cell

nduvall@washingtoniowa.gov

Water Treatment Plant: November 2019 Council Report

Here is a summary of major updates and activities from the Water Department in November, 2019.

Radio issues- November 7th the radio manufacturer came to the plant and got all of the radios working properly. November 20th Well 6 radio is not communicating properly. Jetco and the radio manufacturer are trying to figure out the issue. Otherwise the radios have worked great since the manufacturer came.

Traffic Lights- Neumiller Electric and Jim Connor are going to try and get the traffic light upgrade at Wiley Ave/92 (Wal-Mart) in December. A citizen hit a pole on W. Washington Blvd. I received a quote from Washington Electric and it was submitted to the insurance company. We decided to have the old cast iron light pole repaired by Evans for a backup pole. We lost power at N 2nd/Main (YMCA) intersection Tuesday night. Alliant had a scheduled repair that caused the lights to lose power. We put up stop signs overnight and took them down in the morning. I called Alliant Wednesday to let them know anytime scheduled repairs are being done near traffic lights or any water plant facility I needed to be contacted. Washington Electric is looking into taking down the old siren located next to McDonalds.

Hydrogen Sulfide Mitigation-Talking with our neighbors we believe the odor issue at the water plant is much improved but not completely mitigated. We are going to continue to monitor and keep records of how often we detect the hydrogen sulfide smell. Since we have noticed an improvement, the next step would be to raise the stack another 10-12'. This would be the economical thing to do as Evans designed the stack for additional adding.

Water Plant Operations- Submitted the October MOR working on Novembers. We have collected and delivered 32 of the 40 lead and copper samples that are due by Dec. 31st. All 32 samples came back good. We will make copies and hand deliver results when we are done with all 40 samples. We have helped out reading water meters the last few months. We had a small group of middle school kids tour the plant in September. We collected routine monthly bacteria samples; results were absent. We changed bag filters. Ordered more water meters. We will continue to work on the water meter list. We had our monthly bulk chemicals refilled.

Operators- Will plans to take his Water Distribution 1 exam in the near future. I plan to take my Water Distribution 3 exam soon as well. We will both need to take some continuing education classes this coming year.

Kyle W

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
DECEMBER 3, 2019**

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	370.70	
	CINTAS CORP LOC. 342	RUG SERVICE	38.08	
	CITY DIRECTORY, INC.	CITY DIRECTORY	121.20	
	GALLS LLC	EQUIPMENT 105	215.44	
	GREINER DISCOUNT TIRES	TIRES	695.20	
	IOWA LAW ENFORCMT ACADEMY	TRAINING	150.00	
	IOWA PEACE OFFICERS ASSOCIATION	MEMBERSHIP DUES	35.00	
	PIP PRINTING	BUSINESS CARDS	89.01	
	POLICE LEGAL SCIENCES	YEARLY TRAINING	1,320.00	
	QUILL	FILE FOLDERS, OFFICE SUPPL	27.96	
	UPS	SHIPPING CHARGES	30.34	
	VISA	ANTIVIRUS- S GAULT SURF, M	13.73	
	WAL-MART	CARD READER & PHONE CASE	59.39	
		TOTAL	3,166.05	
	FIRE	ACE-N-MORE	SUPPLIES	89.55
		ALLIANT ENERGY	ALLIANT ENERGY	741.40
		AMAZON CAPITAL SERVICES	WALL CALENDAR	12.86
CITY DIRECTORY, INC.		CITY DIRECTORY	121.20	
IMPRESSIONS COMPUTERS, INC		COMPUTER MAINTENANCE	365.63	
		TOTAL	1,330.64	
DEVELOP SERV		AMAZON CAPITAL SERVICES	BUSINESS CARD HOLDER	35.95
	BRUNS, DAVID	INSPECTION FEES	50.00	
	CITY DIRECTORY, INC.	CITY DIRECTORY	121.20	
	QUILL	SUPPLIES	49.76	
	VISA	FIRE TRAINING- ELEC INSP,	1,946.29	
	WAL-MART	SUPPLIES	99.00	
		TOTAL	2,302.20	
LIBRARY	FAREWAY STORES	PROGRAMMING	58.95	
	FISHER, JASON	DECEMBER JANITORIAL/MAINT	1,200.00	
	GLASPIE, BRANDI	FACE PAINTING	60.00	
	HARRIS BOYZ HEATING & AIR LLC	MAINTENANCE	97.00	
	HY-VEE	PROGRAMMING	371.62	
	MCCANN, LINDA	PROGRAMMING	75.00	
	TECHNOLOGY SERVICES OF IOWA, LLC	TECH SERVICE	38.97	
	VISA	POST, PROGRAMMING, SUPPLIE	397.05	
	WCDC INC	JANITORIAL & WINDOW WASHIN	60.00	
		TOTAL	2,358.59	
	PARKS	ALLIANT ENERGY	ALLIANT ENERGY	1,069.85
ACE ELECTRIC. INC		DOG PARK LIGHT	105.00	
ALLIANT ENERGY		ALLIANT ENERGY	670.32	
AMAZON CAPITAL SERVICES		SUPPLIES	91.85	
AQUA-PRO		WINTERIZING	139.00	
SITLER'S SUPPLIES INC.		BULBS	24.80	
VISA		MTG MEALS, KABOTA PARTS	87.13	
WAL-MART		SUPPLIES	34.83	
WASHINGTON LUMBER		LUMBER	55.96	
WASHINGTON RENTAL		AERATOR	90.00	
		TOTAL	2,368.74	
POOL		ALLIANT ENERGY	ALLIANT ENERGY	80.30
		AQUA-PRO	WINTERIZING	139.00
	VISA	MTG MEALS, KABOTA PARTS	478.47	
	YMCA	REPAIRS & CLOSING EXPENSES	2,089.92	

		TOTAL	2,787.69
CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	154.50
	CITY DIRECTORY, INC.	CITY DIRECTORY	121.20
	VISA	TRIMMER PARTS	878.97
		TOTAL	1,154.67
FINAN ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	741.40
	CINTAS CORP LOC. 342	RUG SERVICE	179.74
	CITY DIRECTORY, INC.	CITY DIRECTORY	484.80
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	450.62
	QUILL	FILE FOLDERS, OFFICE SUPPL	41.98
	VISA	ENG COMP, CONF, & SURVEY/ANTI	1,691.62
	WAL-MART	SUPPLIES	109.34
	WMPF GROUP LLC	SHOP LOCAL	690.87
		TOTAL	4,545.35
AIRPORT	ARCHER APPLIANCE	SUPPLIES	48.94
	CLOUDBURST 9	INTERNET	72.09
	VISA	SHIPPING	12.74
		TOTAL	133.77
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	415.08
	TRAFFIC & TRANSPORATION	PARTS	450.00
		TOTAL	865.08
CAPITAL PROJECTS	VISA	TOOL CHESTS-FIRE STATION	778.00
		TOTAL	778.00
SIDEWALK REPAIR/REPLACE	GREG BRUTY CONSTRUCTION LLC	SIDEWALK REPAIR 706 S MARI	795.00
		TOTAL	795.00
TREE COMMITTEE	IOWA CITY LANDSCAPING	EAB REPLACEMENT	84.50
		TOTAL	84.50
K-9 PROGRAM	GALLS LLC	K9 BADGE	141.58
		TOTAL	141.58
LIBRARY GIFT	HY-VEE	PROGRAMMING	17.96
	VISA	POST, PROGRAMMING, SUPPLIE	50.96
		TOTAL	68.92
WATER PLANT	ALL AMERICAN PEST CONTROL	PEST CONTROL	230.00
	ALLIANT ENERGY	ALLIANT ENERGY	357.70
	ARNOLD MOTOR SUPPLY	PARTS	28.02
	BLANKENSHIP, MICHELL	WATER DEPOSIT REFUND	91.56
	CITY DIRECTORY, INC.	CITY DIRECTORY	121.20
	COATES, JEFFREY	WATER DEPOSIT REFUND	93.86
	FERGUSON WATERWORKS# 2516	METERS	5,807.58
	GORE, MATTHEW	WATER DEPOSIT REFUND	28.24
	GREINER DISCOUNT TIRES	TIRES	546.48
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	104.00
	JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	21.46
	MCCLEAN, BRENDA	WATER DEPOSIT REFUND	30.86
	NELSON, DARLENE	WATER DEPOSIT REFUND	108.57
	POSTMASTER	BULK MAILING BILLS	784.56

RUIZ, DOROTHY	WATER DEPOSIT REFUND	64.22
SCHWAB, CHARLES	WATER DEPOSIT REFUND	116.16
STATE HYGIENIC LAB	WATER TESTING	270.00
STREFF, ROSE	MILEAGE REIMBURSEMENT	5.51
STUDIO32 DENTAL LAB	WATER DEPOSIT REFUND	116.67
THARP, KALLEIGH	WATER DEPOSIT REFUND	116.58
VISA	DNR FEES	30.00
WAGNER, SIERRA L.	WATER DEPOSIT REFUND	106.37
WAL-MART	SUPPLIES	140.88
WATER SOLUTIONS UNLIMITED	CHEMICALS	4,336.35
	TOTAL	13,656.83

WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	61.39
		TOTAL	61.39

SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	77.38
	CITY DIRECTORY, INC.	CITY DIRECTORY	121.20
	STATE HYGIENIC LAB	BIO-SOLID TESTING	108.00
	TESTAMERICA LABORATORIES INC	BAZOOKA FARMSTAR/WW TESTING	2,486.82
	TIFCO INDUSTRIES	BOLTS	160.46
	VISA	GENERAL SUPPLIES	103.01
		TOTAL	3,056.87

SEWER COLLECTION	WMPF GROUP LLC	PROJECT UPDATE	18.79
		TOTAL	18.79

SANITATION	WASH CO HUMANE SOCIETY	NOVEMBER COLLECTIONS	370.00
		TOTAL	370.00

TOTAL **40,044.66**

*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

November 26, 2019

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

From: Brent Hinson
City Administrator

Re: Alliant Natural Gas & Electric Franchises- Consider 1st Readings

We are ready to untable the ordinances. We have already done the public hearings, so you can go straight into discussion & consideration of each ordinance on 1st reading. We got the issues with Alliant worked out, largely by pinning certain matters to objective code standards, including the National Electric Code (NEC) and the Code of Federal Regulations (CFR) for gas pipelines, respectively.

Brent Hinson

From: Koop, Lissa <LissaKoop@alliantenergy.com> on behalf of Koop, Lissa
Sent: Tuesday, November 26, 2019 4:25 PM
To: bhinson@washingtioniowa.gov; kevinolsonlaw@gmail.com
Cc: Sherman, Keith; Hanson, Matthew; Snaadt, Nancy
Subject: Revised City of Washington franchises
Attachments: Washington Electric Franchise - 2019-11-26 (redline).docx; Washington Electric Franchise - 2019-11-26 (clean).docx; Washington Gas Franchise - 2019-11-26 (redline).docx; Washington Gas Franchise - 2019-11-26 (clean).docx

Brent & Kevin,

Thank you again for hosting the productive meeting in Coralville last week. Attached please find redline and clean versions of the revised electric and gas franchise agreements. The redlines are against the October 3 version that Brent, you provided to Keith Sherman.

I have made the revision we discussed regarding costs "which shall be paid by the City" in the first and third paragraphs of Section 4, and I have also added reference in Section 4 to applicable code standards, and the Company work practices that implement those standards.

Please let me know if you have any questions or concerns. Aside from removing the "Draft" header in the clean versions, these are final from Alliant's perspective.

Thank you,
Lissa

Lissa Koop | Senior Attorney

ALLIANT ENERGY

4902 N. Biltmore Ln. | Madison, WI 53718

Office: (608) 458-4826 | FAX: (608) 458-4820

alliantenergy.com | lissakoop@alliantenergy.com

**CITY OF WASHINGTON, IOWA
NATURAL GAS FRANCHISE**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 756 AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN, AND OPERATE PLANT AND SYSTEMS FOR THE DISTRIBUTION OF NATURAL GAS IN THE CITY OF WASHINGTON, IOWA AND TO SELL, DISTRIBUTE, AND SUPPLY NATURAL GAS TO SAID CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Washington, Washington County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right, privilege and non-exclusive franchise for the term of twenty-five (25) years from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used in this franchise shall be construed to mean natural gas only.

Section 2. The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire plugs which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent

settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition, unless said improvement is necessary to meet a SUDAS (Statewide Urban Design and Specifications) standard, a requirement of the Americans with Disabilities Act, or any other standard mandated by state or federal law. If the City otherwise requests that the Company restore or modify the public right of way, sidewalks or other areas on a particular project to a condition superior to its immediate existing condition, the Company will discuss such a request with the City and may require the City to pay the incremental cost of such an improvement.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. The Company and City will engage in good faith discussion to establish a mutually agreeable date by which any relocation of the Company's existing facilities can be completed. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous five (5) years, the Company may request the reasonable costs of such relocation, which shall be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request. In the event that no reasonable alternative location can be identified within the public right-of-way that meets applicable code standards, including but not limited to 49 CFR §192.325, and

the Company Work Practices that implement those code standards, City and Company shall work cooperatively to secure appropriate easements on private property. The Company may request the reasonable costs of acquiring the private easements, which shall be paid by the City.

When the Company extends service to new service locations, such extensions will be in accordance with and based upon the Company's extension policies and tariffs which are then in effect.

Section 5. Company operations staff will, at the request of the City, attend an annual meeting with the City to discuss annual and long-term construction planning for the Company and City. This will not replace any periodic meetings needed on specific projects and issues. In addition, the Company will provide advance notice via electronic mail to the City of planned construction projects. However, notwithstanding the foregoing, no advance notice is required for Company's maintenance, upgrading and repair of existing facilities unless said maintenance, upgrading or repair involves excavation of the City's street and sidewalk infrastructure. Advance notice is not required in an emergency. While the Company will make every effort to provide advance notice, failure to provide such notice shall not be deemed a default under this chapter.

Section 6. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has gas facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 8. There is hereby imposed a franchise fee of zero percent (0%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City. The Company

shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 9. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its facilities, or the negligence of its contractors or its employees; provided however, that the Company shall not be obligated to indemnify or hold the City harmless for any costs or damages arising from the negligence of the City, its officers, employees or contractors.

Section 10. If either party determines that there has been a default under this chapter, the other party shall be given written notice of the same describing the default in detail and the defaulting party shall be given a reasonable time to respond to the written notice, which shall be at least thirty (30) days. The failure of the Company to cure said default may result in the termination of the franchise agreement by the City.

Section 11. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 12. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions

and to this end each section and provision of this ordinance is severable.

Section 13. The expense of the publication of this Ordinance shall be paid by the Company.

Section 14. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, except to the extent necessary for the City to exercise its Police Powers, in no event shall the City enact or maintain any ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance or those fees that are allowed to be collected by Statute or regulation, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Washington City Council on the _____ day of _____, 2019.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

(CITY SEAL)

**CITY OF WASHINGTON, IOWA
ELECTRIC FRANCHISE**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 757, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF WASHINGTON, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Washington, Washington County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas

in or adjacent to the Company project to a condition superior to its immediate previously existing condition, unless said improvement is necessary to meet a SUDAS (Statewide Urban Design and Specifications) standard, a requirement of the Americans with Disabilities Act, or any other standard mandated by state or federal law. If the City otherwise requests that the Company restore or modify the public right of way, sidewalks or other areas on a particular project to a condition superior to its immediate existing condition, the Company will discuss such a request with the City and may require the City to pay the incremental cost of such an improvement.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. The Company and City will engage in good faith discussion to establish a mutually agreeable date by which any relocation of the Company's existing facilities can be completed. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous five (5) years, the Company may request the reasonable costs of such relocation, which shall be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request. In the event that no reasonable alternative location can be identified within the public right-of-way that meets applicable code standards, including but not limited to NESC 320.b, and the Company Work Practices that implement those code standards, City and Company shall work cooperatively to secure appropriate easements on private property. The Company may request the

reasonable costs of acquiring the private easements, which shall be paid by the City.

When the Company extends service to new service locations, such extensions will be in accordance with and based upon the Company's extension policies and tariffs which are then in effect.

Section 5. Company operations staff will, at the request of the City, attend an annual meeting with the City to discuss annual and long-term construction planning for the Company and City. This will not replace any periodic meetings needed on specific projects and issues. In addition, the Company will provide advance notice via electronic mail to the City of planned construction projects. However, notwithstanding the foregoing, no advance notice is required for Company's maintenance, upgrading and repair of existing facilities unless said maintenance, upgrading or repair involves excavation of the City's street and sidewalk infrastructure. Advance notice is not required in an emergency. While the Company will make every effort to provide advance notice, failure to provide such notice shall not be deemed a default under this chapter.

Section 6. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein. The Company shall replace any healthy tree that the Company removes from City right of way. The variety of the replacement tree will be at the Company's discretion to ensure that the growth of the replacement tree will not interfere with company facilities in the future.

Section 8. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable

regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

Section 9. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 10. There is hereby imposed a franchise fee of zero percent (0%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 11. The Company shall indemnify and hold the City harmless at all times during the term of this franchise from and against all claims for injury or damage to persons or property caused by the Company's negligence in the construction, erection, operation or maintenance of its facilities, or the negligence of its contractors or its employees; provided however, that the Company shall not be obligated to indemnify or hold the City harmless for any costs or damages arising from the negligence of the City, its officers, employees or contractors.

Section 12. If either party determines that there has been a default under this chapter, the other party shall be given written notice of the same describing the default in detail and the

defaulting party shall be given a reasonable time to respond to the written notice, which shall be at least thirty (30) days. The failure of the Company to cure said default may result in the termination of the franchise agreement by the City.

Section 13. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 14. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 15. The expense of the publication of this Ordinance shall be paid by the Company.

Section 16. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, except to the extent necessary for the City to exercise its Police Powers, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance or those fees that are allowed to be collected by statute or regulation, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Washington City Council on the _____ day of _____, 2019.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT AS COMPLETED.

WHEREAS, the City Council of the City of Washington did award a construction contract to Tricon Construction Group in the amount of \$4,943,000.00 for the “Water Treatment Plant Improvements Project” (the “Project”); and

WHEREAS, the Project has now been completed in accordance with the plans and specifications as per the attached Engineer’s Statement of Completion; and

WHEREAS, it is necessary for the City Council to formally accept the Project.

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

Section 1. That Pay Application #18 is hereby approved, in the amount of \$12,706.13.

Section 2. That the construction of the Project is hereby accepted as completed, with a final contract price of Four Million Nine Hundred Forty Thousand Three Hundred Eighty-Three Dollars and Thirty-Six Cents (\$4,940,383.36).

Section 3. That retainage in the amount of Two Hundred Forty-Seven Thousand Nineteen Dollars and Seventeen Cents (\$247,019.17) as per attached Pay Application #19 is hereby approved and may be paid without a 30-day delay due to a time period of over 120 days that has elapsed since all work was completed, during which no claims have been filed by subcontractors or suppliers against this retainage.

PASSED AND APPROVED, this 3rd day of December, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Engineer's Statement of Completion

Project: Water Treatment Plant Improvements	Date of Contract: Sept. 7, 2017
Owner: City of Washington, Iowa	Owner's Contract No.:
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 3424-16A
Contractor: Tricon Construction	

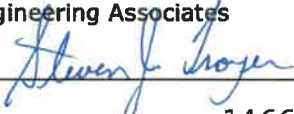
I hereby state that the construction of **Water Treatment Plant Improvements** project by a Contract dated **September 7, 2017** has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **June 10, 2019**. The Contract completion date was **May 31, 2019**.

I further state that the final contract amount due to the Contractor for the fulfillment of said Contract is **\$4,940,383.36**. The derivation of this total amount is tabulated on the attached sheet.

A total of **\$4,680,658.06** has been paid previously, leaving **\$259,725.30** due as of the date of this document. Of the total amount due, **\$12,706.13** should be paid with Pay Application No. 18. The remaining **\$247,019.17** is retainage that shall be paid no sooner than thirty (30) days following formal acceptance of the construction by resolution of the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates
 By: 
 Iowa Registration No.: 14665
 Date: October 30, 2019
 FOX PN: 3424-16A

Accepted by:

Owner: _____
 Resolution: _____
 Date: _____
 Signed: _____
 Title: _____
 Attest: _____

Distribution:

- Engineer
- Contractor
- Owner
- IDNR

Summary Derivation of Final Contract Amount
Water Treatment Plant Improvements
Washington, Iowa
FOX PN 3424-16A.680

Calculation of Final Contract Amount

Original Contract Amount	\$	4,943,000.00
Change Order 1	\$	(2,616.64)
Final Contract Amount	\$	4,940,383.36

Amount Paid on Previous Pay Applications

Pay Request 1	\$	178,698.66
Pay Request 2	\$	287,316.80
Pay Request 3	\$	486,913.59
Pay Request 4	\$	262,017.64
Pay Request 5	\$	470,766.97
Pay Request 6	\$	542,133.45
Pay Request 7	\$	771,562.21
Pay Request 8	\$	603,222.54
Pay Request 9	\$	257,966.35
Pay Request 10	\$	360,370.20
Pay Request 11	\$	144,474.49
Pay Request 12	\$	126,793.29
Pay Request 13	\$	84,980.50
Pay Request 14	\$	68,601.90
Pay Request 15	\$	15,147.66
Pay Request 16	\$	10,561.49
Pay Request 17	\$	9,130.32
Total Amount Paid (Pay Requests 1 - 17)	\$	4,680,658.06

Final Amount Due

Remaining Amount less retainage (Pay Request 18)	\$	12,706.13
Retainage Amount	\$	247,019.17
Less Early Release of Retainage	\$	-
Remaining Retainage	\$	247,019.17
Amount Due Release of Retainage (Pay Request 19)	\$	247,019.17



Contractor's Application for Payment No. 18

Application Period:	4/01/19 - 10/21/19	Application Date:	10/28/2019
To (Owner):	City of Washington	Via (Engineer):	Fox Engineering Inc, 414 South 17th Street, See107, Ames, IA 50010
Project:	Water Treatment Plant Improvements, City of Washington, Washington, Iowa	Contract:	Washington WTP
Owner's Contract No.:		Contractor's Project No.:	17-011-JA
		Engineer's Project No.:	2489-11A

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	Amount
1		\$2,616.64	\$ 54,940,383.36
TOTALS			
NET CHANGE BY CHANGE ORDERS			-\$2,616.64

1. ORIGINAL CONTRACT PRICE		\$ 54,940,383.36
2. Net change by Change Orders		\$ -2,616.64
3. Current Contract Price (Line 1 ± 2)		\$ 54,940,383.36
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)		\$ 54,940,383.36
5. RETAINAGE:		
a. 5% X \$4,940,383.36 Work Completed		\$ 2,47,019.17
b. 5% X Stored Material		\$ 2,47,019.17
c. Total Retainage (Line 5.a + Line 5.b)		\$ 4,940,358.34
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)		\$ 54,639,354.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications)		\$ 54,639,358.06
8. AMOUNT DUE THIS APPLICATION		\$ 12,706.13
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 8.c above)		\$ 2,47,019.17

Contractor's Certification

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

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

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature	Date:
<i>Mary K. Stone</i>	10/28/19

Payment of:	\$ 12,706.13	
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:	<i>[Signature]</i>	(Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	(Date)
Approved by:	_____	(Date)
	Funding or Financing Entity (if applicable)	(Date)

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



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

Memorandum

November 26, 2019

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 15th Electric Facilities Agreements with Alliant- Bury Electric

At the last meeting, you approved gas & electric agreements for the new subdivision area of the South 15th project. The attached agreement relates to burying the electric in the existing development portion of the project between East Washington and East Madison. I had overlooked this back in June and filed it away rather than bringing it to you for approval first. The quote is still good, and we became aware of this when Alliant called to notify us of an unpaid bill. Sorry for the oversight, and I ask for your approval at this time so we can get Alliant paid for their work. Thanks.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ELECTRIC FACILITIES EXTENSION AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY

WHEREAS, as a result of preparatory meetings with affected property owners for the South 15th Improvements Project, burying the overhead electric on the previously developed portion of the street was identified as a priority; and

WHEREAS, Interstate Power and Light Company (Alliant Energy) has provided a quote for completing this work.

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

Section 1. The City Council hereby authorizes the City Administrator to sign the attached Electric Facilities Extension Agreement for the burying of the electric lines between East Washington and East Madison Streets on South 15th Avenue.

PASSED AND APPROVED this 3rd day of December, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

**Interstate Power & Light Company (Applicable to the Iowa Service Area)
ESTIMATE**

Customer Name: City of Washington

Date: 5/20/2019

Mailing Address:

Phone #

Project Address: South 15th Ave
Washington IA

NUB Account ID
NUB SA ID
Other WR # 4173367
Contract #

The charges contemplated herein are based upon Contribution In Aid of Construction - Time and Material installation of new facilities.

Charge Description	QTY	Installed Cost
Overhead install cost on South 15th Ave Washington	-1	(\$34,218.20)
Underground install cost on South 15th Ave Washington	1	\$39,188.40

Total Installed Cost =	\$4,970.20
Marginal Estimated Future Revenue Allowance =	\$0.00
Total Installed Cost Without Tax Adder =	\$4,970.20
Iowa Contribution Tax Adder =	19.016%
Tax Adder Amount =	\$945.13

Total Non-Refundable Contribution In Aid of Construction Required = \$5,915.33

COMMENTS:

Cost difference to convert the overhead primary electric to underground single phase on South 15th Ave Washington road move project. This estimate is based off of open cut trench install of primary and secondary service wires. Poles will be installed to serve existing overhead customers along with street lights.

Pricing valid for 30 calendar days. (until 06/19/2019)



DOUGLAS J. STEINMETZ AIA

4121 Timberview Drive NE
Cedar Rapids, Iowa 52411
319 - 294 - 4905 Fax : 319-892-0568
doug@djsaia.com

A R C H I T E C T

November 4, 2019

Ms. Illa Earnest, Washington City Clerk
215 E. Washington St
Washington, IA 52353

RE: Proposal for Technical Assistance
West Washington Boulevard Brick Paving Project
TAN Project #: 202010-8865

Dear Ms. Earnest:

Thank you for inviting me to provide services for this project under the State Historical Society of Iowa's Technical Advisory Network (TAN) program. The purpose of TAN is to provide assistance to potential grant recipients and to those who require guidance once certain grants have been awarded. Through this program, the State Historical Society will make a limited amount of my services available to you for specific advice on your project.

I would be pleased to assist you as you continue to explore the preservation of your historic resource and look forward to meeting and discussing your project in more detail.

DESCRIPTION OF THE PROJECT

It is my understanding that you would like me to prepare a written Report of Site Visit to briefly outline observations and suggest remedial actions that may help you identify and prioritize work on your project.

The written report will be based on informal field observations and information that you may provide. Field observations will be made from the ground or easily accessible areas of the building/site. Remedial actions suggested in the report will be based on *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*. Please note, this is not a detailed study of the conditions and remedial work that may be needed and is not intended to provide specifications or details for construction purposes.

SERVICES AND FEES

The TAN program limits my time to twenty-four hours maximum. This includes one site visit for field observations and meeting with you, travel time to the site, researching and preparing the written report. Also included are two copies of the report delivered to you.

Fees for this service are reimbursed directly to me from the State, so there is no direct expense to you for these services.

REIMBURSABLE EXPENSES

The TAN program does not include reimbursable expenses for the services described above. Such expenses will be your responsibility; I will invoice you directly for those expenses as estimated below. Reimbursable expenses include long distance phone calls, mileage, postage, and copies for example.

Reimbursable expenses: \$150 (mileage plus a per diem and direct expense allowance for the project).

ADDITIONAL SERVICES

This proposal is for a Report of Site Visit only. At the conclusion of this preliminary study I would be glad to design repairs and adaptations, provide construction documents, assist with bidding or negotiation, and provide construction contract administration if you wish. That work is not part of this proposal or the TAN program.

CLIENT TO PROVIDE

I am assuming you will provide all available documentation of the construction and history, including drawings, site survey, etc.

I have no expertise in the identification, treatment, repair, or removal of asbestos, asbestos-containing products, or other hazardous or toxic materials. In the event that such materials are suspected to be present you will retain an independent expert consultant to deal with the problem.

SCHEDULE

I will place this report on my schedule as soon as I receive your notice to proceed. I feel I can complete my work in about four to six weeks after visiting the site.

We did not discuss any specific schedule requirements. I am flexible about the schedule and will strive to make adjustments to fit your needs if you provide specific target dates.

TERMS AND CONDITIONS

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. To the maximum extent permitted by Law, the Owner agrees to limit the Architect's liability for the Owner's damages to the sum of \$500 or the total fee for this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. You also agree, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the consultant.

I hope this proposal includes everything we discussed. If I have left anything out or if you have comments or questions, please give me a call at 319-294-4905.

Please sign and return three copies of this proposal to this office, to serve as my notice to proceed. I will forward the appropriate copies to the State Historical Society; retain the original of this agreement for your files

Very truly yours,

Douglas J. Steinmetz, AIA



Note: Please Return a scanned copy of the signed proposal to this office

Authorized Agent's Acceptance: Signature and Title

Date

Printed Name:

RESOLUTION NO. _____

**A RESOLUTION SETTING A NEW REGULAR
COUNCIL MEETING LOCATION**

WHEREAS, the City Council has set the 1st and 3rd Tuesdays of each month at 6 PM as regular meeting dates under the provisions of Section 17.04(1) of the Washington Municipal Code of Ordinances; and

WHEREAS, due to the completion of the Fire Station and Council's desire to make available the Library meeting rooms for other public uses, it is now advisable to designate a new location for regular meetings.

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

Section 1. The regular Council meeting location is the Training Room of the Washington Fire Station, 215 East Washington Street, effective with the regularly scheduled December 17, 2019 Council meeting.

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

PASSED AND APPROVED this 3rd day of December, 2019.

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

November 27, 2019

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

From: Brent Hinson
City Administrator 

Re: Corrected Debt Amounts

While all the certifications for the TIF debts that we did last meeting are correct, I discovered in preparing the documents to go to the County Auditor that I had not reflected the interest amounts in the projected TIF debt amounts listed for the EBD and Biodiesel increments. I don't think it's strictly required to list the outstanding debt amounts on the resolution, but I like to do this for transparency and record-keeping purposes.

This corrective resolution is more for me to keep things straight when I go to prepare the TIF certification next year than anything. Thanks for humoring me.

RESOLUTION NO. _____

**A RESOLUTION CORRECTING RESOLUTION 2019-117
REGARDING ELIGIBLE DEBTS FOR FISCAL YEAR 2021**

WHEREAS, the City Council, pursuant to and in strict compliance with all laws applicable to the city, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted urban renewal plans for its urban renewal areas, as listed below; and

WHEREAS, the Council has adopted ordinances providing for the division of taxes levied on taxable property and established a special fund for the deposit of such monies pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, the City Council approved the certification of eligible debts in Resolution 2019-117, adopted on November 19, 2019; and

WHEREAS, during the final preparation of the certifications for submission to the County Auditor, it was discovered that the interest on two internal loans was not properly reflected in said Resolution.

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

Section 1. The City Council hereby authorizes the correction of the total projected TIF debt amounts for FY21:

<u>Area</u>	<u>Amount</u>
Unified Commercial	
• Engineered Building Design	• Total debt \$267,444.09
• Biodiesel	• Total debt \$669,971.14

Section 2. All other provisions of Resolution 2019-117 are unaffected by this Resolution.

PASSED AND APPROVED this 3rd day of December, 2019.

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

November 27, 2019

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

From: Brent Hinson
City Administrator

Re: South Water Tower Closeout

We are now ready to get this project closed out. See attached for the final pay applications and resolution accepting these improvements.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE SOUTH WATER TOWER IMPROVEMENTS PROJECT AS COMPLETED.

WHEREAS, the City Council of the City of Washington did award a construction contract to Tricon Construction Group in the amount of \$343,400.00 for the “Water Treatment Plant Improvements Project” (the “Project”); and

WHEREAS, the Project has now been completed in accordance with the plans and specifications as per the attached Engineer’s Statement of Completion; and

WHEREAS, it is necessary for the City Council to formally accept the Project.

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

Section 1. That Pay Application #2 is hereby approved, in the amount of \$33,320.30.

Section 2. That the construction of the Project is hereby accepted as completed, with a final contract price of Three Hundred Fifty-Three Thousand Four Hundred Seventy-Four Dollars and Zero Cents (\$353,474.00).

Section 3. That retainage in the amount of Seventeen Thousand Six Hundred Seventy-Three Dollars and Seventy Cents (\$17,673.70) as per attached Pay Application #3 is hereby approved and may be paid without a 30-day delay due to a time period in excess of 30 days that has elapsed since all work was completed, during which no claims have been filed by subcontractors or suppliers against this retainage.

PASSED AND APPROVED, this 3rd day of December, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Engineer's Statement of Completion

Project: South Water Tower Improvements	Date of Contract: October 3, 2017
Owner: City of Washington, Iowa	Owner's Contract No.:
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 3424-17B
Contractor: Utility Service Company, Inc.	

I hereby state that the construction of **South Water Tower Improvements** project by a Contract dated **October 3, 2017** has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **November 22, 2019**. The Contract completion date was **October 16, 2018**.

I further state that the final contract amount due to the Contractor for the fulfillment of said Contract is **\$353,474.00**. The derivation of this total amount is tabulated on the attached sheet.

A total of **\$302,480.00** has been paid previously, leaving **\$50,994.00** due as of the date of this document. Of the total amount due, **\$33,320.30** should be paid with Pay Application No. 2. The remaining **\$17,673.70** is retainage that shall be paid no sooner than thirty (30) days following formal acceptance of the construction by resolution of the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: 

Iowa Registration No.: 20480

Date: 11/27/2019

FOX PN: 3424-17B

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:

- Engineer
- Contractor
- Owner
- IDNR

Contractor's Application for Payment No. 3

Lump Sum Contract

Project: South Water Tower Renovation-Washington, Iowa From (Contractor): Utility Service Company, Inc. Application Date: 11/27/2019
To (Owner): City of Washington, Iowa Owner's Project No.: 3424-17B Period From: 12/21/2018
Via (Engineer): FOX Engineering Engineer's Proj. No.: 11/22/2019 Period To: 11/22/2019

Approved Change Order Summary:		
No.	Date Approved	Additions
1	7/3/2018	\$8,254.00
2	11/19/2019	\$1,820.00
		Deductions
		\$10,074.00
TOTALS		\$10,074.00
NET CHANGE BY CHANGE ORDERS		\$10,074.00

1. ORIGINAL CONTRACT PRICE..... \$ 343,400.00
2. Net change by Change Orders..... \$ 10,074.00
3. Current Contract Price (Line 1 + 2)..... \$ 353,474.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 353,474.00
5. RETAINAGE:
 - a. X \$353,474.00 Work Completed..... \$
 - b. X Stored Material..... \$
 - c. Less Total Retainage Released Early..... \$
 - d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5d)..... \$ 353,474.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 335,800.30
8. AMOUNT DUE THIS APPLICATION..... \$ 17,673.70
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$

Contractor's Certification

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

By: *Approval* Date: 11/27/2019

Payment o \$ 17,673.70 (Line 8 or other - attach explanation of the other amount)
 Is recommended by: *Matthew Jensen* (Engineer) *11/22/2019* (Date)
 Payment a \$ (Line 8 or other - attach explanation of the other amount)
 Is approved by: _____ (Owner) _____ (Date)

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 a nuisance against the abutting property owner,

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

The property of Jackie Farr located at 914 E. 3rd St for the amount of \$405.00. Legal Description (12 SMOUSES E SID ADD W 55 FT). Parcel Number (11-17-426-013).

The property of Timothy Shields located at 722 S. 3rd Ave for the amount of \$415.00. Legal Description (06 03 GRAYS SD). Parcel Number (11-20-133-005).

and,

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

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

Passed and Approved this 2nd day of December, 2019

Jaron Rosien, Mayor

Attest:

Illa Earnest, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE UNIFIED WASHINGTON URBAN RENEWAL PROJECT AREA IN THE CITY OF WASHINGTON, COUNTY OF WASHINGTON, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WASHINGTON, COUNTY OF WASHINGTON, WASHINGTON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH SAID URBAN RENEWAL PROJECT.

WHEREAS, the City of Washington established the Washington Business Park, having adopted a final plat, and seen to construction of public improvements, and sale of lots by prior action of this Council; and

WHEREAS, the Project is located within the Unified Commercial Urban Renewal Area (the "Urban Renewal Project Area"); and

WHEREAS, it is now necessary for the City to pass an ordinance setting the base value of the Project and directing incremental revenues into a special project fund to refund certain costs as specified in the Urban Renewal Plan for said Unified Commercial Urban Renewal Area.

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

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

"Project Area" means the following described real property in the City of Washington:

Washington Business Park Subdivision, Lots 1-10 and Outlots A and B, as shown in Plat Book ___ at page _____, Records of the Washington County Recorder (collectively the "Property");

Section 2: The taxes levied on the taxable property in the Project Area located in the Urban Renewal Project Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Washington, County of Washington, Washington Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3: As to the Project Area, base period taxes on this Property shall be computed in the same manner using the total value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the Property in the Project Area as of January 1 of the calendar year preceding the effective date of this Ordinance.

Section 4: That portion of the taxes each year in excess of base period taxes for the Project Area shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Washington to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of

Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Washington, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the Unified Washington Urban Renewal Project Area pursuant to the Urban Renewal Plan, as amended, except that taxes for the payment of bonds and interest of each taxing district shall be collected against all property within the Urban Renewal Project Area without any limitation as hereinabove provided.

Section 5: Unless or until the total assessed valuation of the taxable property in the areas of the Urban Renewal Project Area exceeds the total assessed value of the taxable property in said areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Washington referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Project Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Urban Renewal Project Area enacted prior to this Ordinance and to fully implement the provisions of Section 403.19 of the Code of Iowa with respect to the division of taxes from property within the Project Area described above. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Project Area and the territory contained therein.

Section 8: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2019.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Approved on First Reading: November 19, 2019
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2019.

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE “CODE OF ORDINANCES
OF THE CITY OF WASHINGTON, IOWA”**

BE IT ORDAINED by the City Council of the City of Washington, Iowa, that:

SECTION 1. Pursuant to published notice and following public hearing on the 5th day of November, 2019, so required by Sections 362.3 and 380.8, Code of Iowa, there is hereby adopted by the City of Washington, Iowa, the “CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA.”

SECTION 2. All of the provisions of the “CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA,” shall be in force and effect on and after the effective date of this ordinance.

SECTION 3. All ordinances or parts thereof in force on the effective date of this ordinance are hereby repealed from and after the effective date of this ordinance, except as hereinafter provided.

SECTION 4. The repeal provided for in the preceding section of this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing the payment of money by the City or authorizing the issuance of any bonds of said City or any evidence of said City's indebtedness or any contract or obligation assumed by said City; nor shall said repeal affect the administrative ordinances or resolutions of the Council not in conflict or inconsistent with the provisions of “THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA”; nor shall it affect the following ordinances specifically saved from repeal:

VACATION AND DISPOSAL OF STREETS

ORDINANCE NO.	ADOPTED
308	June 21, 1943
313	May 7, 1945
318	January 6, 1947
360	November 5, 1951
371	June 4, 1952
380	October 19, 1953
381	April 19, 1954
401	October 7, 1957
411	November 17, 1958
413	June 15, 1959
426	June 27, 1960
433	May 15, 1961
436	August 20, 1962
448	June 2, 1964
458	June 20, 1966
480	March 1, 1971

490	August 7, 1972
496	March 19, 1973
542	July 5, 1977
543	August 1, 1977
559	December 18, 1978
596	February 16, 1982
655	October 6, 1987
660	January 5, 1988
667	November 15, 1988
680	February 6, 1990
683	April 17, 1990
691	August 7, 1990
711	May 5, 1992
712	May 19, 1992
717	August 18, 1992
732	February 15, 1994
734	June 21, 1994
804	July 6, 1999
815	December 21, 1999
839	April 3, 2001
886	December 15, 2004
889	May 4, 2005
1007	August 7, 2013
1048	October 4, 2016
1050	October 4, 2016
1081	December 4, 2018
1084	February 19, 2019

STREET GRADES

ORDINANCE NO.	ADOPTED
274	Prior to 1943
338	November 21, 1949
407	May 5, 1958
434	June 14, 1961
454	May 24, 1965
477	August 17, 1970
487	April 17, 1972
524	April 5, 1976
556	August 7, 1978
561	May 24, 1979
566	August 13, 1979
573	March 4, 1980
586	June 30, 1981
702A	August 20, 1991
706	February 4, 1992
1053	November 1, 2016

ZONING MAP CHANGES

ORDINANCE	ADOPTED	ORDINANCE	ADOPTED
497	4-2-73	755	4-16-96
503	10-27-73	759	6-4-96

505	11-12-73	764	11-5-96
511	1-6-75	770	8-19-97
523	4-5-76	771	8-19-97
531	7-6-76	772	11-18-97
540	5-2-77	775	12-9-97
544	8-1-77	776	12-9-97
552	6-2-78	781	3-3-98
570	11-5-79	782	3-3-98
571	11-19-79	787	8-18-98
575	4-8-80	788	8-18-98
579	7-15-80	794	3-2-99
587	7-7-81	795	4-6-99
591	11-17-81	798	5-7-99
606	4-5-83	807	9-21-99
608	6-21-83	829	7-5-00
611	1-17-84	847	4-16-02
614	6-5-84	848	5-7-02
626	6-4-85	852	7-2-02
631	9-3-85	853	8-6-02
664	8-2-88	857	11-05-02
669	4-18-89	858	12-17-02
689	5-15-90	861	1-7-03
698	6-4-91	870	6-4-03
702	8-6-91	874	11-5-03
704	9-3-91	878	6-2-04
707	3-17-92	880	7-21-04
708	3-17-92	890	5-18-05
710	5-5-92	894	6-15-05
715	7-7-92	899	7-21-05
720	12-15-92	913	5-03-06
721	1-19-93	916	9-25-06
727	9-7-93	922	1-3-07
728	9-21-93	927	3-21-07
729	9-21-93	928	3-21-07
733	5-17-94	931	5-02-07
746	6-6-95	932	5-02-07
750	9-5-95	937	6-20-07
753	2-6-96	938	8-15-07
951	5-6-09		
953	6-3-09		
965	6-16-10		

996	10-17-12		
1004	06-5-13		
1070	10-3-17		
1079	11-20-18		
1083	12-18-18		
1085	5-7-2019		

nor shall it affect any other right or franchise conferred by any ordinance or resolution of the Council or any other person or corporation; nor shall it affect any ordinance naming, establishing, relocating or vacating any street or public way, whether temporary or permanent; nor shall it affect any ordinance amending the official zoning map, establishing building lines, establishing and changing grades, or dedicating property for public use; nor shall it affect any prosecution, suit or other proceeding pending or any judgment rendered on or prior to the effective date of this ordinance.

SECTION 5. The following ordinances, passed subsequent to the preparation of this code but prior to adoption of this code, are hereby adopted and made a part of this code. These are ordinances 1086, 1087, 1088, 1089, 1090. Said ordinances shall be codified and incorporated in published copies of this code as supplements thereto following adoption of this ordinance.

SECTION 6. An official copy of the "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA," adopted by this ordinance, including a certificate of the City Clerk as to its adoption and the effective date, is on file in the office of the City Clerk, and shall be kept available for public inspection.

SECTION 7. The City Clerk shall furnish a copy of the "CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA," to the Judicial Magistrates serving the City of Washington.

SECTION 8. This ordinance shall be in full force and effect from and after the publication of this ordinance, as required by law.

Passed by the City Council of the City of Washington, Iowa, the ____ day of _____,

Jaron Rosien, Mayor

ATTEST: _____
Illa Earnest, City Clerk

First Reading: 11-05-2019

Second Reading: 11-19-2019

Third Reading: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER
69 REGARDING DOWNTOWN PARKING

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Delete Section.** Section 69.09, "All Night Parking Prohibited", is hereby repealed.

SECTION 2. **Add Section.** A new Section 69.09, "All Night Parking Prohibited", is added as follows:

"69.09 ALL NIGHT PARKING PROHIBITED.

No person shall park or leave standing any vehicle on any street within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, but not including any portion of Second Street, Second Avenue, Jefferson Street or Avenue B during the following times:

1. Between the hours of 10:00 p.m. on Thursday and 6:00 a.m. on the following Friday of each week; or
2. Between the hours of 10:00 p.m. and 6:00 a.m. when signs are posted in the northwest and southeast corners of Central Park for snow removal."

SECTION 3. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2019.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: 11-05-2019
Approved on Second Reading: 11-19-2019
Approved on Third & Final Reading: _____