



AGENDA OF THE SPECIAL SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IOWA  
TO BE HELD IN THE NICOLA-STOUFER ROOM  
AT 115 W. WASHINGTON STREET  
AT 6:00 P.M., TUESDAY, MAY 31, 2016

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Special Session to be held at 6:00 P.M., Tuesday, May 31, 2016 to be approved as proposed or amended.

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

**NEW BUSINESS**

Discussion and Consideration of Solid Waste/Recycling Services Proposals.

**CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS**

**Public Hearing** – Budget Amendment FY 2016.

Discussion and Consideration of Resolution Amending FY16 Budget.

**Public Hearing** –Amendment #3 to the Washington Unified Commercial Urban Renewal Plan.

Discussion and Consideration of a Resolution Adopting Amendment #3 to the Washington Unified Commercial Urban Renewal Plan.

**Public Hearing** - Development Agreement with the YMCA.

Discussion and Consideration of Resolution Approving Development Agreement with YMCA.

Discussion and Consideration of a Resolution Fixing Date for Public Hearing – Not to Exceed \$3,000,000 General Obligation Loan Notes (YMCA)

Discussion and Consideration of a Resolution Calling a Special Election- Issuance of Not to Exceed \$3,000,000 General Obligation Capital Loan Notes (YMCA)

Ed Raber – Update on County Employment.

**MAYOR & COUNCILPERSONS**

Sandra Johnson, Mayor

Brendan DeLong

Kerry Janecek

Jaron Rosien

Kathryn Salazar

Millie Youngquist

Russ Zieglowsky

**ADJOURNMENT**

Illa Earnest, City Clerk

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



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

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## **Memorandum**

May 27, 2016

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 name and title in the "From:" field.

Re: Garbage Contract for FY17-FY19

We received bids on our Solid Waste RFP on Thursday. The good news is that we received 5 bids. The bad news is that even the lowest of these is significantly higher than our current rate, and also higher than our budgeted increase. The five firms submitting bids were Johnson County Refuse, Mark's Sanitation, Luke Waste Management, Wemiga Waste, and Waste Management. The lowest complete bid, from Luke Waste Management, represented a total cost of \$369,831 and the highest complete bid represented a Year 1 cost of \$523,750 (which increased to \$570,740 by Year 3 of the contract). I have attached a tabulation of bids with additional information. This price compares to the current contract price of \$315,789.

The increase in the contract price will be very difficult to fund, and will require significant increases in rates. I have provided a spreadsheet showing the proposed changes. For example, we would need to increase the monthly rate from \$6.00 to \$7.00 per month per household for FY17, and also have increases in FY18 and FY19. Sticker prices would also need to be increased. We held off on doing the 2<sup>nd</sup> reading of the rate ordinance for FY17 at this meeting so that you would have a little bit of time to digest things.

I am planning to meet with Bob Luke on Wednesday to discuss things further, including looking for ways to increase efficiency and cut costs for the City without hurting his profit margin. Lukes have now been awarded 3 straight bids on our solid waste/recycling contracts. While their prices have risen each time we've gone out to bid, the bids of the other contractors seem to have gone up even more each time. I think we are now at a point where we need to envision what a longer-term partnership with Luke Waste Management looks like, and how we continue to modernize and improve our collection services while looking for operational efficiencies.

# CITY OF WASHINGTON SOLID WASTE/RECYCLING PROPOSALS

May 26, 2016

	Johnson County Refuse		Mark's Sanitation		Luke Waste Management	
	Effective 07/01/2016	Effective 07/01/2017	Effective 07/01/2016	Effective 07/01/2017	Effective 07/01/2016	Effective 07/01/2017
<u>Monthly rate</u> for one time per week residential garbage service using resident-owned container(s) per month <u>per unit</u> .	\$ 9.25	\$ 9.25	\$ 9.50	\$ 9.50	\$ 7.50	\$ 7.50
<u>Monthly rate</u> for one time per week residential recyclable materials collection services <u>per cart</u> issued by the City (at the same address as garbage service).	\$ 5.50	\$ 5.50	\$ 3.50	\$ 3.50	\$ 3.75	\$ 3.75
<u>Monthly rate</u> for the collection of solid waste and recyclable materials from city-owned properties in accordance with Section 3 of the sample contract.	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 635.00	\$ 635.00
The rate per eligible dwelling unit <u>per Spring Clean-up</u> or <u>Fall Clean-up event</u> , respectively.	\$ 17.00	\$ 17.00	\$ 7.00	\$ 7.00	\$ 6.00	\$ 6.00
The rate <u>per appliance</u> for collection and proper disposal.	\$ 20.00	\$ 20.00	\$ 15.00	\$ 15.00	\$ 20.00	\$ 20.00
Total Charge for Household Garbage Service	\$ 286,491.00	\$ 286,491.00	\$ 294,234.00	\$ 294,234.00	\$ 232,290.00	\$ 232,290.00
Total Charge for Household Recycling Service	\$ 167,838.00	\$ 167,838.00	\$ 106,806.00	\$ 106,806.00	\$ 114,435.00	\$ 114,435.00
Total Charge for City Garbage/Recycling Service	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,620.00	\$ 7,620.00
<u>Subtotal</u>	\$ 460,329.00	\$ 460,329.00	\$ 407,040.00	\$ 407,040.00	\$ 354,345.00	\$ 354,345.00
Total Charge for 1 Clean-up Event	\$ 43,877.00	\$ 43,877.00	\$ 18,067.00	\$ 18,067.00	\$ 15,486.00	\$ 15,486.00
	\$ 504,206.00	\$ 504,206.00	\$ 425,107.00	\$ 425,107.00	\$ 369,831.00	\$ 369,831.00

NOTES: Johnson County will commingle recyclables and transport to City Carton/Cedar Rapids. This will reduce expenses associated with replacement carts & recycling center.

# of households/garbage 2581  
 # of households/recycling 2543

	Wemiga Waste, Inc.		Waste Management	
	Effective 07/01/2016	Effective 07/01/2017	Effective 07/01/2016	Effective 07/01/2018
Monthly rate for one time per week residential garbage service using resident-owned container(s) per month per unit:	\$ 12.00	\$ 12.60	\$ 12.15	\$ 12.45
Monthly rate for one time per week residential recyclable materials collection services per cart issued by the City (at the same address as garbage service):	\$ 4.00	\$ 4.00		
Monthly rate for the collection of solid waste and recyclable materials from city-owned properties in accordance with Section 3 of the sample contract.	\$ 835.00	\$ 835.00		
The rate per eligible dwelling unit per Spring Clean-up or Fall Clean-up event, respectively.	\$ 7.75	\$ 7.75	\$ -	\$ -
The rate per appliance for collection and proper disposal.	\$ 15.00	\$ 15.00		
Total Charge for Household Garbage Service	\$ 371,664.00	\$ 390,247.20	\$ 376,309.80	\$ 385,601.40
Total Charge for Household Recycling Service	\$ 122,064.00	\$ 122,064.00	\$ -	\$ -
Total Charge for City Garbage/Recycling Service	\$ 10,020.00	\$ 10,020.00	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 503,748.00</b>	<b>\$ 522,331.20</b>	<b>\$ 376,309.80</b>	<b>\$ 385,601.40</b>
Total Charge for 1 Clean-up Event	\$ 20,002.75	\$ 20,002.75	\$ -	\$ -
	\$ 523,750.75	\$ 542,333.95	\$ 376,309.80	\$ 385,601.40

NOTES:

Bid is for solid waste collection service only  
 - Spring Cleanup included  
 - WM provides 96 gallon wheeled carts & would propose an end to stickers

# of households/garbage  
 # of households/recycling

City of Washington  
 Sanitation Rate Increase Analysis  
 May 27, 2016

	<u>Starting Fund Balance</u>	<u>Utility Bill Revenues</u>	<u>Merchandise Revenues</u>	<u>Contract Expenditures</u>	<u>Non-Contract Expenditures</u>	<u>Ending Fund Balance</u>	<u>Notes</u>
FY16 (Projected @ 4/30)	\$118,398.26	\$194,500.00	\$203,000.00	(\$326,851.77)	(\$84,084.13)	\$104,962.36	
FY17 (Budget)	\$104,962.36	\$207,467.00	\$212,383.57	(\$335,851.77)	(\$94,084.13)	\$94,877.03	Increase Monthly Rate to \$6.40 & Bag Fee to \$1.85 & Annual to \$87.50
FY17 (New Contract)	\$104,962.36	\$226,919.00	\$218,281.19	(\$369,831.00)	(\$94,084.13)	\$86,247.42	Increase Monthly Rate as Below
FY18 (New Contract)	\$86,247.42	\$235,023.25	\$224,046.99	(\$369,831.00)	(\$94,084.13)	\$81,402.53	& Bag Fee to \$1.90
FY19 (New Contract)	\$81,402.53	\$243,127.50	\$229,812.79	(\$369,831.00)	(\$94,084.13)	\$90,427.69	& Annual to \$90
					Goal Fund Balance	\$111,300.05	

Fund Balance Goal Calculation	Proposed Monthly Rate
	FY17 \$7.00
Annual Revenues (FY17)	FY18 \$7.25
25% of Revenues	FY19 \$7.50

Merchandise Rates	Annual	Bag Tag
FY17	\$90.00	\$1.90
FY18	\$92.50	\$1.95
FY19	\$95.00	\$2.00

Residential Water Utility Rates

City of Washington, IA  
Effective July 1, 2016

	<u>Old</u>	<u>New</u>
Water Usage	\$ 3.48	\$ 3.65
Sewer Usage	\$ 3.47	\$ 3.64
Garbage	\$ 6.00	\$ 7.00
<b>Bag Fee (effective 07/01/16)</b>		
	\$ 1.75	\$ 1.90
<b>Annual Sticker (effective 01/01/17)</b>		
	\$ 85.00	\$ 90.00
<b>Water Deposit</b>		
	\$ 150.00	\$ 150.00

**NEW RATES**

Consumption in Cu. Ft	<u>100</u>	<u>200</u>	<u>300</u>	<u>400</u>	<u>500</u>	<u>600</u>	<u>700</u>	<u>800</u>	<u>900</u>	<u>1000</u>	<u>1100</u>	<u>1200</u>
Water	17.00	20.64	24.30	31.60	35.25	38.90	42.55	46.20	49.85	53.50	57.15	60.80
Sewer	30.00	33.64	37.28	44.56	48.20	51.84	55.48	59.12	62.76	66.40	70.04	73.68
Garbage	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Tax	1.19	1.44	1.70	2.21	2.47	2.72	2.98	3.23	3.49	3.75	4.00	4.26
<b>TOTAL</b>	<b>55.19</b>	<b>62.72</b>	<b>70.28</b>	<b>85.37</b>	<b>92.92</b>	<b>100.46</b>	<b>108.01</b>	<b>115.55</b>	<b>123.10</b>	<b>126.12</b>	<b>138.19</b>	<b>145.74</b>

**OLD RATES**

Consumption in Cu. Ft	<u>100</u>	<u>200</u>	<u>300</u>	<u>400</u>	<u>500</u>	<u>600</u>	<u>700</u>	<u>800</u>	<u>900</u>	<u>1000</u>	<u>1100</u>	<u>1200</u>
Water	17.00	20.48	23.96	30.92	34.40	37.88	41.36	44.84	48.32	51.80	55.28	58.76
Sewer	30.00	33.47	36.94	43.88	47.35	50.82	54.29	57.76	61.23	64.70	68.17	71.64
Garbage	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Tax	1.19	1.43	1.67	2.16	2.40	2.65	2.95	3.13	3.38	3.62	3.86	4.11
<b>TOTAL</b>	<b>54.19</b>	<b>61.38</b>	<b>68.57</b>	<b>82.96</b>	<b>90.15</b>	<b>97.35</b>	<b>104.60</b>	<b>111.73</b>	<b>118.93</b>	<b>126.12</b>	<b>133.31</b>	<b>140.51</b>

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Washington in WASHINGTON County, Iowa  
will meet at 115 W. Washington, Washington Free Public Library  
at 6:00 on 5/31/2016  
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2016  
(year)  
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1	3,223,650	3,223,650
Less: Uncollected Property Taxes-Levy Year	2	0	0
<b>Net Current Property Taxes</b>	3	3,223,650	3,223,650
Delinquent Property Taxes	4	0	0
TIF Revenues	5	219,617	219,617
Other City Taxes	6	794,225	889,225
Licenses & Permits	7	126,825	126,825
Use of Money and Property	8	178,947	178,947
Intergovernmental	9	2,900,991	3,033,991
Charges for Services	10	4,764,457	4,764,457
Special Assessments	11	20,000	20,000
Miscellaneous	12	20,008	65,364
Other Financing Sources	13	754,800	4,460,932
Transfers In	14	6,922,474	8,841,410
<b>Total Revenues and Other Sources</b>	15	19,925,994	25,824,418
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	16	1,795,488	1,799,013
Public Works	17	1,433,540	1,566,540
Health and Social Services	18	0	0
Culture and Recreation	19	841,583	894,641
Community and Economic Development	20	28,889	28,889
General Government	21	857,281	890,700
Debt Service	22	1,201,692	2,246,257
Capital Projects	23	4,945,527	5,047,346
Total Government Activities Expenditures	24	11,104,000	12,473,386
Business Type / Enterprises	25	5,590,277	6,410,137
<b>Total Gov Activities &amp; Business Expenditures</b>	26	16,694,277	18,883,523
Transfers Out	27	6,922,474	8,841,410
<b>Total Expenditures/Transfers Out</b>	28	23,616,751	27,724,933
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	29	-3,690,757	-1,900,515
Beginning Fund Balance July 1	30	7,350,800	7,350,800
<b>Ending Fund Balance June 30</b>	31	3,660,043	5,450,285

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Amending for additional Local Option Sales Tax revenue, bond proceeds/payments, carryover capital projects, additional streetwork expenses and park improvements

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Kelsey Brown

City Clerk/ Finance Officer Name



# 92-887

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #2

To the Auditor of WASHINGTON County, Iowa:

The City Council of Washington in said County/Counties met on 5/31/2016, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. \_\_\_\_\_

### A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016

(AS AMENDED LAST ON \_\_\_\_\_.)

Be it Resolved by the Council of the City of Washington

Section 1. Following notice published \_\_\_\_\_ <== ENTER PUBLICATION/POSTING DATE

and the public hearing held, \_\_\_\_\_ the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1 3,223,650	0	3,223,650
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
<b>Net Current Property Taxes</b>	<b>3 3,223,650</b>	<b>0</b>	<b>3,223,650</b>
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 219,617	0	219,617
Other City Taxes	6 794,225	95,000	889,225
Licenses & Permits	7 126,825	0	126,825
Use of Money and Property	8 178,947	0	178,947
Intergovernmental	9 2,900,991	133,000	3,033,991
Charges for Services	10 4,764,457	0	4,764,457
Special Assessments	11 20,000	0	20,000
Miscellaneous	12 20,008	45,356	65,364
Other Financing Sources	13 754,800	3,706,132	4,460,932
Transfers In	14 6,922,474	1,918,936	8,841,410
<b>Total Revenues and Other Sources</b>	<b>15 19,925,994</b>	<b>5,898,424</b>	<b>25,824,418</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	16 1,795,488	3,525	1,799,013
Public Works	17 1,433,540	133,000	1,566,540
Health and Social Services	18 0	0	0
Culture and Recreation	19 841,583	53,058	894,641
Community and Economic Development	20 28,889	0	28,889
General Government	21 857,281	33,419	890,700
Debt Service	22 1,201,692	1,044,565	2,246,257
Capital Projects	23 4,945,527	101,819	5,047,346
<b>Total Government Activities Expenditures</b>	<b>24 11,104,000</b>	<b>1,369,386</b>	<b>12,473,386</b>
Business Type / Enterprises	25 5,590,277	819,860	6,410,137
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26 16,694,277</b>	<b>2,189,246</b>	<b>18,883,523</b>
Transfers Out	27 6,922,474	1,918,936	8,841,410
<b>Total Expenditures/Transfers Out</b>	<b>28 23,616,751</b>	<b>4,108,182</b>	<b>27,724,933</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>29 -3,690,757</b>	<b>1,790,242</b>	<b>-1,900,515</b>
Beginning Fund Balance July 1	30 7,350,800	0	7,350,800
<b>Ending Fund Balance June 30</b>	<b>31 3,660,043</b>	<b>1,790,242</b>	<b>5,450,285</b>

Passed this \_\_\_\_\_ day of \_\_\_\_\_ (Day) (Month/Year)

\_\_\_\_\_  
Signature  
City Clerk/Finance Officer

\_\_\_\_\_  
Signature  
Mayor

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



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

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## **Memorandum**

May 27, 2016

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

From: Brent Hinson  
City Administrator

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

Re: Proceedings for YMCA Referendum

As per the schedule previously provided (which I have attached for quick reference), it is now time to consider the final steps needed to send the YMCA ballot question to referendum, should the Council be ready to proceed.

You will be asked to consider a number of steps at this meeting:

- 1) Public Hearing & Resolution Adopting Urban Renewal Plan. We have completed all of the other steps to amend our UR plan to include the proposed YMCA property. This step is necessary in order to utilize the Urban Renewal law as recommended by our bond counsel.
- 2) Public Hearing & Resolution Adopting Development Agreement. This provides the security needed for the City to provide an economic development grant of up to \$3,000,000 to the YMCA for their project.
- 3) Resolution Fixing a Date of Meeting on the Proposition to Issue. The fact that we have a valid petition calling a special election in hand allows the City Council to dispense with setting and holding a hearing on proceeding with the issuance, meaning that we can then proceed to Step #4 at the same meeting. The petition needed to have at least 97 signatures, and they have conservatively provided 165 signatures (I didn't count a few that may be valid but were questionable).
- 4) Resolution Calling a Special City Election. This resolution will send the question to special election on August 2.

I look forward to discussion at the meeting.

**City of Washington**  
**Schedule for YMCA Referendum Legal Proceedings**

<u>Step</u>	<u>Task</u>	<u>Responsible Parties</u>	<u>Tentative Date</u>	<u>Complete</u>
1	Preparation/review of Urban Renewal Plan	Hinson/Olson	April 14, 2016	X
2	Preparation of legal proceedings for approval of UR Plan	Olson	By April 22, 2016	X
3	Council sets date for public hearing on UR Plan for May 31 at 6 PM	City Council	April 26, 2016	X
4	Complete negotiation of Development Agreement (DA)	Hinson/Olson/YMCA	By April 29, 2016	X
5	Mailing to affected taxing entities, including copy of UR Plan	Hinson	By April 29, 2016	X
6	Council sets date for public hearing on DA for May 31 at 6 PM	City Council	May 3, 2016	X
7	Consultation with Board of Supervisors and Board of Education	Hinson	May 10, 2016 at 1 PM	X
8	Submit hearing notices to Washington Evening Journal for publication	Hinson	By May 20	X
9	Hearing notices published	Journal	By May 24	X
10	Bond proceedings and ballot language resolution completed & submitted to City	Ahlers	By May 24	X
11	Preparation of petition calling for special election with eligible voter signatures equivalent to 10% of last general city election	YMCA Supporters	By May 31	X
12	Hearing on UR Plan & adoption of plan	City Council	May 31, 2016 at 6 PM	
13	Hearing on DA & adoption of agreement	City Council	May 31, 2016 at 6 PM	
14	Consideration of initiating bond proceedings	City Council	May 31, 2016 at 6 PM	
15	Consideration of resolution setting date for special election and approving ballot language	City Council	May 31, 2016 at 6 PM	
16	Special election held	County Auditor	August 2, 2016	

Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277

Return to: Illa Earnest, Washington City Clerk, 215 E. Washington Street, Washington, Iowa 52353

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA; AND THAT REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT OF A COMBINATION THEREOF OF SUCH AREA IS NECESSARY IN THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AND ADOPTING AMENDMENT NO. 3 TO THE WASHINGTON UNIFIED COMMERCIAL URBAN RENEWAL PLAN.

WHEREAS, the City Council of the City of Washington, Iowa, has heretofore previously adopted and designated Urban Renewal Areas within the City; and

WHEREAS, the City Council did heretofore combine said Urban Renewal Areas and adopted the Washington Unified Commercial Urban Renewal Plan (the "Urban Renewal Plan") for the Washington Unified Commercial Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the City Council of the City of Washington, Iowa, has heretofore found that is was necessary to amend said Urban Renewal Plan and said Urban Renewal Area; and

WHEREAS, the City Administrator has prepared Amendment No. 3 to the Washington Unified Commercial Urban Renewal Plan for the Washington Commercial Unified Urban Renewal Area; and

WHEREAS, this Council has determined that the following legally described property is appropriate for the construction of an Urban Renewal Project:

West Fifth Street from its intersection with West Third Street to its intersection with North Avenue D;

Auditor's Parcels B and C located in the Southeast Quarter (SE1/4) of Section Seven (7), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5<sup>th</sup>) Principal Meridian in Washington County, Iowa, as shown in Plat Book 24, Page 324. Excepting therefrom Auditor's Parcel D, containing 48.11 acres as shown in Plat Book 26, page 4;

The northeast quarter (NE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5<sup>th</sup>) Principal Meridian in Washington County, Iowa;

Commencing at the northeast corner of the southeast quarter (SE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5<sup>th</sup>) Principal Meridian, thence west 228.6 feet, thence south 695.5 feet, thence south 75° 44' east 219 feet, thence north 54 feet, thence east 132 feet, thence north 691.5 feet, thence west 132 feet to the place of beginning and containing six (6) acres, more or less; Washington County, Iowa; and

Lots numbered Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block Number Four (4) in Margaret M. Young's Second Addition to the Town, now City of Washington, Washington County, Iowa.

; and

WHEREAS, a consultation with the affected taxing entities was held on May 10, 2016 which was preceded by mailed notice to each affected taxing entity; and

WHEREAS, a public hearing has also been heard in accordance with the published notice of the same; and

WHEREAS, in accordance with said public notice, all persons or organizations desiring to be heard on said proposed Amendment No. 3 to the Washington Unified Commercial Urban Renewal Plan have been given an opportunity to be heard.

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

Section 1. That the findings and conclusions set forth or contained in said Amendment No. 3 to the Washington Unified Commercial Urban Renewal Plan for the Washington Unified

Commercial Urban Renewal Area described in the preamble thereof, be and the same are hereby ratified and confirmed in all respects as the findings of the Council for this area.

Section 2. This Council further finds:

- a. That as it pertains to the areas or projects to be developed for residential purposes, this Council determines that a shortage of housing of sound standards and design exists in the City, and that the acquisition of the area for residential uses is an integral part of and essential to the program for the City, and the acquisition of the area is necessary for the construction for housing for low to moderate income families.
- b. That as it pertains to areas or projects to be developed for non-residential uses, the City Council has determined and finds that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.

Section 3. That Amendment No. 3 to the Washington Unified Commercial Urban Renewal Plan for the Washington Unified Commercial Urban Renewal Area be and the same is hereby approved. Further, the City Clerk is hereby directed to file a certified copy of this Resolution and said Amendment No. 3 with the Washington County Recorder's Office.

Section 4. That this Amendment No. 3 to the Washington Unified Commercial Urban Renewal Plan shall remain in full force and effect from the date of this Resolution until the termination of said Urban Renewal Plan as provided by law.

Section 5. That other than as outlined in this Amendment No. 3, all other terms and aspects of the Washington Unified Commercial Urban Renewal Area for the Washington Unified Commercial Urban Renewal Area remain in full force and effect.

Passed and approved this 31<sup>st</sup> day of May, 2016.

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Sandra Johnson, Mayor

ATTEST:

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Illa Earnest, City Clerk

## NOTICE OF PUBLIC HEARING

The City Council of the City of Washington, Iowa, will hold a public hearing on the proposal to enter into a Development Agreement with the Young Men's Christian Association of Washington, Iowa ("YMCA") at 6:00 p.m. on Tuesday, May 31, 2016 in the Nicola-Stouffer Room at the Washington Free Public Library at 115 W. Washington Street in Washington. The proposed Development Agreement contemplates the payment of a not-to-exceed \$3,000,000 economic development grant to the YMCA upon the passage of a referendum of the eligible voters of the City of Washington, Iowa.

Any and all persons are invited to make comments in person or via written communication prior to or at said public hearing. More information on this proposed Development Agreement may be obtained by contacting the City Clerk.

/s/ Illa Earnest  
by Direction of the City Council

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Washington, Iowa, a municipal corporation, (the "City"); and the Young Men's Christian Association of Washington, Iowa., an Iowa non-profit (the "Developer").

### RECITALS:

1. The City is the owner of certain real property legally described on Exhibit "A" attached to this Agreement and incorporated herein by this reference (the "Development Property"), said Development Property will be conveyed to the Developer by the City.
2. The Development Property is located within the Washington Unified Commercial Urban Renewal Area (the "Urban Renewal Area"), which is an economic development area pursuant to Chapter 403 of the Code of Iowa.
3. The Developer desires to construct an expanded facility on the Development Property (the "Urban Renewal Project") in accordance with the objectives of the Washington Unified Commercial Urban Renewal Plan (the "Urban Renewal Plan").
4. The Developer has requested financial assistance from the City in the form of an economic development grant in the amount of not-to-exceed \$3,000,000 (the "Economic Development Grant") to assist in the construction of the Project.
5. Chapters 15A and 403 of the Code of Iowa authorize cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons.
6. The City has agreed to provide the Developer an economic development grant in an amount not-to-exceed \$3,000,000 under the terms and conditions described below.

IN CONSIDERATION of the premises and the mutual obligations of the parties hereto, each party to this Agreement of them does hereby covenant and agree with the other as follows:

A. Referendum required.

Both parties expressly agree that upon the execution of this Agreement, the City shall take all necessary steps to place a question on the ballot to allow the City to issue not-to-exceed \$3 million in general obligation bonds to pay for the Economic Development Grant contemplated herein. Developer agrees to assist in the preparation of a petition for election and in obtaining the necessary signatures, and to see to the delivery of this petition to Washington City Hall no later than May 31, 2016 at 1 PM.



B. Covenants and Obligations of the Developer.

1. The Developer covenants that it has secured at least six million dollars (\$6,000,000.00) in funding to use in the design and construction of the Urban Renewal Project.

2. The Developer expressly agrees that the Developer will continue vigorous fundraising activities after the execution of this Agreement through the construction of the Urban Renewal Project in order to reduce the amount of the Economic Development Grant needed from the City.

3. In the event the Referendum passes with the requisite number of votes, the Developer shall immediately begin final design for the construction of the Urban Renewal Project. The City shall have the right to review and approve the design plans for the Urban Renewal Project. At a minimum, the Urban Renewal Project shall include in part, the construction of a 34,060 square foot recreation center with a six-lane regulation size swimming pool, gymnasium, fitness area, and related appurtenances.

4. Developer shall submit the Urban Renewal Project to the City for review and approval of its Site Plan by the Planning and Zoning Commission and the City Council in compliance with Chapter 164 of the Code of Ordinances of the City of Washington.

5. The Developer expressly agrees to operate the Urban Renewal Project on the Development Property for a period of not less than twenty (20) years from date of this issuance of an occupancy permit for the Urban Renewal Project in accordance with the objectives of the Urban Renewal Plan.

6. The Developer shall cause the Urban Renewal Project to be maintained in a clean and safe manner and in accordance with the standards of other similar YMCA facilities in eastern Iowa.

7. That the Developer shall be responsible for obtaining interim construction financing for the Project.

8. That the Developer shall ensure that residents of the City receive a discount of not less than five dollars (\$5) per month for a family membership versus the typical rate charged to non-residents. Discounts will also be applied on a proportional basis to all other regular member categories and membership terms. Said discounts shall last the entire length of this Agreement, being twenty (20) years.

9. That the Developer commits to undertaking comprehensive efforts to determine a quality reuse of its existing property at 121 East Main Street in Washington.

C. City Obligations.

1. Upon the execution of this Agreement, the City Council of the City shall take the necessary steps to cause a referendum to issue Bonds to fund the Economic Development Grant for the Urban Renewal Project.

2. In the event that the Referendum described in Paragraph (A) above received the requisite number of votes for passage, the City shall take all commercially reasonable steps necessary to issue the Bonds in an amount of not-to-exceed \$3,000,000 to fund the Economic Development Grant.

3. Timing of the issuance of Bonds. Subject to the Conditions Precedent listed in Paragraph (D) below, the City and the Developer agree that bond issuance proceedings for the Economic Development Grant will be initiated after a building permit has been obtained for said Urban Renewal Project, but in no case earlier than January 1, 2017, such Grant which shall be used by the Developer to reduce the amount of its permanent financing for the Project.

4. Amount of Economic Development Grant. Both parties expressly agree that the City's contribution of the Economic Development Grant to the City shall be the final monies needed to complete the Project. To that end, the Economic Development Grant shall be computed using the following formula:

Economic Development Grant equals \$11 million (budgeted cost of Urban Renewal Project) or the actual bid cost, whichever is lower, less the amount of fundraising secured by the Developer as of the date of occupancy of the Urban Renewal Project by the Developer. In no event shall the Economic Development Grant exceed \$3 million.

D. Conditions Precedent to Economic Development Grant.

1. Both parties expressly agree that the City intends to fund the Economic Development Grant through the sale of general obligation bonds, and therefore, the City is required to hold a referendum on the proposed sale of said general obligation bonds (the "Bonds") pursuant to Chapters 384 and 403 of the Code of Iowa. In the event that the referendum does not pass with requisite percentage of votes, both parties expressly agree that this Agreement shall terminate and become null and void.

2. Both parties expressly agree that the City shall have no obligation to the Developer under this Agreement to issue the Bonds, or any portion thereof, or to make the Economic Development Grant to the Developer if any of the following conditions exist:

a. Despite using commercially reasonable efforts, the City is unable to complete the sale of the Bonds on such terms and conditions as it shall deem reasonably necessary or desirable; or

b. There has been, or there occurs, a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for the construction of the Urban Renewal Project, which changes or makes it substantially more likely, in the reasonable judgment of the City, that the Developer will be unable to fulfill its covenants and obligations under this Agreement; or

c. The Developer has not secured at least \$6 million in fundraising, which in the sole judgment of the City to enable the Developer to construct said Urban Renewal Project with the Economic Development Grant.

3. That the Developer grant a mortgage to the City in the amount of the Economic Development Grant. The City agrees that the City shall subordinate its mortgage to the interim construction financing and the permanent financing obtained by the Developer. Said mortgage shall secure a note in the amount of the Economic Development Grant and the City shall forgive 1/20<sup>th</sup> of said amount for each year the Developer operates the Urban Renewal Project on the Development Property.

E. Reimbursement of Costs by the Developer. As part of this Agreement, the Developer agrees to reimburse the City for any and all costs to pursue this Development Agreement, Referendum, and issuance of Bonds necessary to fund the Economic Development Grant, which shall include, but not be limited to, attorneys' fees incurred by the City from its City Attorney and its bond counsel; bond issuance financial advisory services, all publication and recording fees; the costs of the special election necessary to issue the Bonds and any other costs that the City would not incur if this Urban Renewal Project was not constructed with City financial assistance. The Developer shall pay any and all invoices for reimbursement to the City upon invoice, and expressly agrees that non-passage of the referendum does not relieve the Developer of the duty to reimburse said actual costs.

F. Events of Default of Developer; Remedies of the City.

1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Developer to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(b) The holder of any Mortgage on the Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents.

(c) The Developer shall:

- (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
- (ii) make an assignment for the benefit of its creditors; or
- (iii) admit in writing its inability to pay its debts generally as they become due; or
- (iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing (i) the adjudication of the Developer as bankrupt or insolvent, or (ii) its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment.

2. Remedies on Default. Whenever any Event of Default referred to in Section (F)(1) of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of ninety (90) days' written notice by the City to the Developer and the holder of the First Mortgage of the Event of Default, but only if the Event of Default has not been cured within said ninety (90) days and the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- (a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.
- (b) If prior to the making of the Economic Development Grant by the City, the City may cancel and rescind this Agreement.
- (c) If subsequent to the making of the Economic Development Grant, the City shall be entitled to a refund of all amounts paid to the Developer and may take action, including any legal action it deems necessary, to recover such amounts from the defaulting party.
- (d) The City may draw upon any guarantee or security provided to the City pursuant to any of the terms of this Agreement according to its terms.
- (e) The City may take any action, including legal or administrative action, which may appear necessary or desirable to collect any payments due under this

Agreement or recover any damages resulting from or caused by the Event of Default, or to enforce performance and observance of any obligations, agreement, or covenant of the Developer under this Agreement.

3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that the defaulting party shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

G. Miscellaneous Provisions.

1. Conflict of Interest. The Developer agrees that, to the best of its knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

2. Non-Discrimination. In carrying out the construction and operation of the Urban Renewal Project, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or gender identity. The Developer and Lessee shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, sex, national origin, age, disability, sexual orientation or gender identity.

3. Notices and Demands. A notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is

dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

For the Developer:

YMCA of Washington County  
121 East Main Street  
Washington, Iowa 52353  
ATTN: Director

For the City:

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

or at such other address with respect to any party as that party may from time to time designate in writing and forward to the others as provided in this Section.

4. Memorandum of Agreement. The parties agree to execute and record a Memorandum of this Development Agreement in a form approved by both parties. The Developer shall pay all costs of recording.

5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties.

Young Men's Christian  
Association of Washington, Iowa

City of Washington:

By: \_\_\_\_\_

\_\_\_\_\_  
Sandra Johnson, Mayor

\_\_\_\_\_  
Print name and title

ATTEST:

\_\_\_\_\_  
Illa Earnest, City Clerk

**Exhibit A: Legal Description of Property**

Commencing at the northeast corner of the southeast quarter (SE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5<sup>th</sup>) Principal Meridian, thence west 228.6 feet, thence south 695.5 feet, thence south 75° 44' east 219 feet, thence north 54 feet, thence east 132 feet, thence north 691.5 feet, thence west 132 feet to the place of beginning and containing six (6) acres, more or less; Washington County, Iowa. Excepting therefrom the west 70 feet of said parcel; and

Lots numbered Five (5), Six (6) and Seven (7) in Block Number Four (4) in Margaret M. Young's Second Addition to the Town, now City of Washington, Washington County, Iowa.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WASHINGTON AND YOUNG MEN'S CHRISTIAN ASSOCIATION OF WASHINGTON COUNTY.

WHEREAS, on May 31, 2016, the City Council of the City of Washington adopted Amendment No. 3 to the Washington Unified Commercial Urban Renewal Plan (the "Urban Renewal Plan") and designated that area as an Economic Development Area pursuant to Chapter 403 of the Code of Iowa; and

WHEREAS, it is desirable that properties located within said Urban Renewal Areas be redeveloped as part of the plan for overall development covered by this Urban Renewal Plan; and

WHEREAS, the Young Men's Christian Association of Washington County, hereafter referred to as the "YMCA" and the City have negotiated a Development Agreement whereby, upon the approval of a referendum by the voters of the City, the City would grant to the YMCA, the sum of not-to-exceed \$3,000,000.00 as an economic development grant to construct a new YMCA facility in the Urban Renewal Area (the "Project"); and

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

WHEREAS, the City Council has heretofore determined that entering into the Development Agreement with the YMCA is in the best interests of the citizens of the City and said Project is in furtherance of the goals and objectives of the Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, finds that:

Section 1. That the performance by the City of its obligations under the Development Agreement, including the making of an economic development grant to the YMCA under the terms set forth in said Development Agreement is hereby declared by this City Council to be a

public purpose and undertaking in furtherance of the goals and objectives of the Urban Renewal Plan.

Section 2. That the performance of the obligations by the City under this Agreement, will:

- a. Assist in the generation of businesses that add diversity and generate new opportunities for the Iowa economy.
- b. That the obligations under this Agreement in dispensing said economic development grant will produce public benefits and gains which benefits and gains are warranted based upon the amount of the economic development grant dispensed to the YMCA.

Section 3. That the aforementioned Development Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute said Development Agreement on behalf of the City.

Passed and approved this 31<sup>st</sup> day of May, 2016.

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Sandra Johnson, Mayor

ATTEST:

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Illa Earnest, City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES)", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF WASHINGTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES)

WHEREAS, it is deemed necessary and advisable that the City of Washington, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$3,000,000, as authorized by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out an essential corporate purpose project consisting of aiding in the planning and undertaking of an urban renewal project consisting of a grant in the amount of \$3,000,000 to the YMCA of Washington County; and

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

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to receive oral and/or written objections and consider any petitions filed to call an election filed by residents or property owners of the City regarding such action; and

WHEREAS, the Clerk has reported that a petition has been filed in the Clerk's Office, as contemplated in Section 384.26 of the City Code of Iowa, requiring that the question of issuing the notes be submitted to the qualified electors of the City; and

WHEREAS, the Council and the City Officials have examined the petition filed, a true and complete copy of which petition is attached to these minutes and made a part and parcel of these minutes; and, have determined the petition is legal and sufficient pursuant to the provisions of Sections 362.4 and 423B.9(4) of the City Code of Iowa.

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

Section 1. A valid petition has been filed calling for an election on the proposition to issue not to exceed \$3,000,000 General Obligation Capital Loan Notes for the purpose of aiding in the planning and undertaking of an urban renewal project consisting of a grant in the amount of \$3,000,000 to the YMCA of Washington County.

Section 2. In light of the receipt of the petition, no hearing shall be scheduled, and this Council shall proceed to determine whether the proposition should be dropped, or a special election be called for a vote on the proposition.

Whereupon, motion was then made and duly seconded:

- that the proposal to issue the Capital Loan Notes be abandoned.
- that the Council shall call a special city election to vote upon the proposition of issuing Capital Loan Notes in accordance with the provisions of Section 384.26 of the City Code of Iowa.

The Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said motion duly carried.

PASSED AND APPROVED this 31st day of May, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

WHEREAS, the City of Washington, State of Iowa, proposes to contract indebtedness and issue General Obligation Capital Loan Notes to provide funds to pay costs of an essential corporate purpose project hereinafter described; and

WHEREAS, the Council proposes to call a special city election on the proposition of issuing the Capital Loan Notes.

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

Section 1. That there is hereby called a special City election on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at which election there shall be submitted to the registered voters of the City the following question, to-wit:

"SHALL THE CITY OF WASHINGTON, STATE OF IOWA, ISSUE ITS GENERAL OBLIGATION CAPITAL LOAN NOTES IN AN AMOUNT NOT EXCEEDING THE AMOUNT OF \$3,000,000 FOR THE PURPOSE OF AIDING IN THE PLANNING AND UNDERTAKING OF AN URBAN RENEWAL PROJECT CONSISTING OF A GRANT IN THE AMOUNT OF \$3,000,000 TO THE YMCA OF WASHINGTON COUNTY?"

Section 2. That the voting place or places for the election, and the hours the polls shall be opened and closed shall be as set out in the notice of election, such notice to be prepared and approved by the County Commissioner of Elections.

Section 3. That the form of ballot to be used at the election shall be of the type authorized by the Code of Iowa that will permit the use of electronic counters and will be in substantially the form set forth in the Notice of Election. That, if more than one public measure shall be submitted to the electors at the time of the election, all such measures shall be printed upon one ballot.

Section 4. That the Election Board for the voting precinct or precincts shall be appointed by the County Commissioner of Elections, not less than 15 days before the date of said election, a certified copy of which appointment shall be officially placed on file in the office of the Clerk of the City.

Section 5. That the Auditor of Washington County, Iowa, being the County Commissioner of Elections, is hereby directed to publish the notice of election once in the "Evening Journal", being a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, published in the City and of general circulation therein, the publication to be not less than four clear days nor more than twenty days prior to the date of the election.

Section 6. That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election. The Clerk is hereby authorized and directed to cooperate with said Commissioner of Elections and to do and prepare all necessary matters in order to make said election legal and valid.

Section 7. That the Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commissioner of Elections, which filing shall also constitute the "written notice" to the County Commissioner of Elections of the election date required to be given by the governing body under the provisions of Chapter 47 of the Code of Iowa.

PASSED AND APPROVED this 31st day of May 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Receipt of a certified copy of the foregoing resolution is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
County Auditor and County Commissioner of  
Elections